Knox County Commission

Gina Oster, 3rd District, *Madam Chair*
Kim Frazier, At-Large Seat 11, *Vice-Chair*

Damon Rawls, 1st District
Courtney Durrett, 2nd District
Shane Jackson, 4th District
Angela Russell, 5th District
Terry Hill, 6th District
Rhonda F. Lee, Esq., 7th District
Adam Thompson, 8th District
W. Andy Fox, Esq., 9th District
Larsen Jay, At-Large Seat 10

400 West Main Street
Suite 603, City-County Bldg.
Knoxville, TN 37902

tel (865) 215-2534
fax (865) 215-2038
commission@knoxcounty.org

THE KNOX COUNTY BOARD OF COMMISSIONERS SHALL MEET IN REGULAR SESSION TO CONSIDER THE LEGISLATIVE AGENDA ON MONDAY, MAY 19, 2025 AT 5:00 P.M. IN THE MAIN ASSEMBLY ROOM OF THE CITY-COUNTY BUILDING, 400 WEST MAIN STREET. ALL AGENDA ITEMS ARE SUBJECT TO VOTE.

I. CALL TO ORDER/ROLL CALL (5:00 P.M.):

A. Devotional
Commissioner Shane Jackson

B. Pledge of Allegiance to the Flag
Commissioner Larsen Jay

C. Amendments to the Agenda

D. Education Consent Calendar

1. R-25-5-201 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with the Knoxville-Knox County Community Action Committee (CAC) for the provision of services in the Summer Food Service Program Agreement for non-area eligible summer learning sites at an estimated cost of $130,000.00 and approving a General Purpose School Fund Balance Designation in the amount of $130,000.00 to fund the MOU. *(Schools)*

2. R-25-5-202 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Contracts with Harmony Family Center and Helen Ross McNabb Center for the provision of Student Telehealth Services up to $70,000.00 annually for the term of June 1, 2025 through May 31, 2026, which may be extended for four (4) additional years.
(Schools)

3. R-25-5-203 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Consulting Services and License Agreement with Children's Hospital Medical Center, an Ohio nonprofit corporation, for the addition of a Project SEARCH site at a cost of $350.00 annually for license renewal fees.
(Schools)

4. R-25-5-204 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Online Subscription Agreement with The DBQ
Defer to June Project for a license to access DBQ's proprietary online educational Social Studies materials at a cost of $71,231.25 for the term of July 1, 2025 through June 30, 2026. **(DEFER TO JUNE AT REQUEST OF SPONSOR)**
(Schools)

5. R-25-5-205 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Construction Contract with Porter Roofing Contractors, Inc. in the amount of $2,874,357.00 for a partial roof replacement at Gibbs High School.
(Schools)

6. R-25-5-206 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving contracts with Carolina Premier Window Films, Energy Control Consultants, Inc., and Tennessee Window Films, LLC for the provision of Security Window Films and Installation Services up to $750,000.00 annually for the term of August 1, 2025 through July 31, 2026, which may be extended for four (4) additional years.
(Schools)

7. R-25-5-207 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving receipt of a Tennessee Department of Education Fiscal Year 2026 Turnaround Action Grant (TAG) 5.0 in the amount of $1,394,649.69.
(Schools)

8. R-25-5-208 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Amendment to the Memorandum of Agreement with United Way of Greater Knoxville, Inc. regarding tutoring services and receipt of funding for summer tutoring services and/or supplies up to $114,892.64 from TN All Corps/ESSER grant funds.
(Schools)

9. R-25-5-209 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving receipt of a Tennessee Department of Education Preschool Access for All Learning Network Cohort 6.0 Grant in the amount of $80,000.00.
(Schools)

10. R-25-5-210 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with Knox Education Foundation and receipt of funding in the amount of $5,000.00 to support postsecondary data system development for the Knox County Schools 865 Academies.
(Schools)

11. R-25-5-211 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with the Morgan Wallen Foundation for receipt of grant funding in the amount of $1,200,000.00 for Gibbs High School. **(DEFER TO JUNE AT REQUEST OF SPONSOR)**
Defer to June
(Schools)

12. R-25-5-212 Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of grant funds and donations for the Knox County Schools as shown on the attached list and in the total amount of $88,986.00.
(Schools)

13. R-25-5-213 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with USI Consulting Group for the provision of 403b Third-Party Administrative Services for the term of July 1, 2025 through June 30, 2030, which may be extended for five (5) additional years. **(DEFERRED FROM APRIL AT REQUEST OF SPONSOR)** *(previously Deferred from March to April at Request of Sponsor)*
(Schools)

14. R-25-5-214 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with Greenheck Fan Corporation for the creation of a student-run site-based engineering and manufacturing enterprise at Carter High School and receipt of donations as outlined in the Memorandum of Understanding up to $2,000,000.00.
(Schools)

E. General Government Consent Calendar

15. R-25-5-301 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Thoroughbred Aviation Maintenance for the provision of helicopter engine repair and parts.
(Sheriff)

16. R-25-5-302 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the Volunteer Landing Marina Pricing Agreement and Marina Boat Slip Lease Agreement in the amount of $10,500.00 for the period beginning April 1, 2025 and ending June 30, 2026.
(Sheriff)

17. R-25-5-401 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Joint Funding Agreement with the U.S. Geological Survey in the amount of $73,790.00 with $46,690.00 provided by Knox County and $27,100.00 provided by the U.S. Geological Survey for the operation of stream gaging stations in Knox County for the period beginning July 1, 2025 and ending June 30, 2026.
(Engineering and Public Works)

18. R-25-5-402 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an engineering design contract in the amount of $143,500.00 with Robert G. Campbell & Associates for the Ebenezer Road Bridge and Turn Lanes Project.
(Engineering and Public Works)

19. R-25-5-601 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract in the amount not to exceed $689,600.00 with the Tennessee Department of Health for the provision of Ryan White Part B Services for the period beginning April 1, 2025 and ending March 31, 2026. (No local match required)
(Health Department)

20. R-25-5-701 Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of donations for Knox County Parks and Recreation of two parcels, 2302 E. Governor John Sevier Highway, Parcel ID #097 05902, and 0 Rising Oak Way, Parcel ID #049 08804, to be used for Knox County Park Land.
(Parks and Recreation)

21. R-25-5-901 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the First Amendment to the Administrative Services Agreement with BlueCross BlueShield of Tennessee, Inc. for the administration of employee medical insurance benefits under the Knox County Government Health Care Plan.
(Benefits)

22. R-25-5-904 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract in the amount not to exceed $330,000.00 with the Tennessee Department of Mental Health and Substance Abuse Services for the continued operation of the Knox Recovery Court and Knox County Veterans Treatment Court for the period beginning July 1, 2025 and ending June 30, 2026. (No local match required)
(Knox Recovery / Veterans Treatment Court)

F. Honorary Resolutions

G. Presentations

23. Presentation: Animal Control (City/County) Services - Executive Director Janet Testerman.
(Commissioner Jay)

24. Presentation: TCAT update and impact on our high schools and our greater Knox County area - Kelli Chaney, TCAT President.
(Commissioner Hill)

H. Public Forum - Agenda Items Only

I. Approval of Minutes of Previous Meeting

J. Drives and Roads

25. Consideration of the closure of a portion of Olive Branch Lane between Schaad Road and Capeside Lane, District 6.
(Engineering and Public Works)

26. Consideration of the closure of the former Ball Camp Pike alignment and excess right of way located between Daybreak Drive and Bailey Farm Drive, which is an outcome of the Ball Camp Pike (Schaad Road) Relocation Project, District 6. **(WITHDRAW AT REQUEST OF SPONSOR)** *(previously Deferred from April at Request of Commissioner Terry Hill)*
(Engineering and Public Works)

Withdraw

K. Line Item Transfers

27. Line Item Transfers - Total amount of $123,568.61.
(Finance)

L. Budget Amendments

28. Budget Amendments. **(WITHDRAW AT REQUEST OF SPONSOR)**
(Finance)

Withdraw

M. Notary Public Applications

N. Spread of Record

29. Spread of Record the Knox County Trustee's Office election of Jarvis Reado to complete the unfulfilled term of Jason Dobbins on the Knox County Employee Insurance Benefits Committee, which term expires December 31, 2027.
(Trustee)

O. General Government Resolutions (non-consent)

30. R-25-5-801 Consideration of a Resolution of the Commission of Knox County, Tennessee, establishing a General County Budget and making appropriations from the several funds for departments, institutions, offices and agencies of Knox County, Tennessee, for the fiscal year beginning July 1, 2025 and ending June 30, 2026.
(County Mayor and Finance)

31. R-25-5-802 Consideration of a Resolution of the Commission of Knox County, Tennessee, establishing the Knox County Tax Rates for the fiscal year beginning July 1, 2025 and ending June 30, 2026.
(County Mayor and Finance)

32. R-25-5-803 Consideration of a Resolution of the Commission of Knox County, Tennessee, adopting the five-year Capital Improvement Plan for fiscal years 2026-2030 and appropriating funds for the first year of the plan.
(County Mayor and Finance)

33. R-25-5-804 Consideration of a Resolution of the Commission of Knox County, Tennessee, appropriating the amount of $8,809,000.00 to non-profit organizations of Knox County, Tennessee for the year beginning July 1, 2025 and ending June 30, 2026.
(County Mayor and Finance)

34. R-25-5-805 Consideration of a Resolution of the Commission of Knox County, Tennessee, appropriating the amount of $2,205,846.33 in Opioid Settlement Funds to non-profit organizations of Knox County, Tennessee for the year beginning July 1, 2025 and ending June 30, 2026.
(County Mayor, Finance and Community Development)

35. R-25-5-902 Consideration of a Resolution of the Commission of Knox County, Tennessee, amending the Knox County Commission Rules, Rules II, Section D, Responsibilities of the Chair, by adding a new Number 5 regarding public comments of the Commission Chair when his/her position on an issue is at odds with the official position of the Commission.
(Rules Committee)

36. R-25-5-903 Consideration of a Resolution of the Commission of Knox County, Tennessee, urging the Tennessee General Assembly and Governor to enact legislation allowing eligible voters in utility districts to elect utility board members.
(Commissioner Lee)

P. Ordinances on First Reading

37. O-25-5-101
1st Reading

Roll Call

Consideration of an Ordinance of the Commission of Knox County, Tennessee, amending the Knox County Code, Chapter 2, Article VIII, "Finances", to add a new Division 5 entitled "Legislative Review of Applications for State or Federal Financial Assistance" to establish new procedures to review grants. (Knox County Code, Chapter 2, Article VIII, establishing Division 5 and Sec. 2-565, previously reserved) **(FIRST READING) (DEFERRED FROM APRIL AT REQUEST OF SPONSOR)**
(Commissioner Fox)

Q. Ordinances on Second Reading

R. Public Forum - Open Topics

S. Other Business

T. Adjournment

RLA-17269 **R-25-5-201**

COMMISSION

Meeting Date: 05/19/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with the Knoxville-Knox County Community Action Committee (CAC) for the provision of services in the Summer Food Service Program Agreement for non-area eligible summer learning sites at an estimated cost of $130,000.00 and approving a General Purpose School Fund Balance Designation in the amount of $130,000.00 to fund the MOU.
(Schools)

Attachments

Resolution

Memorandum of Understanding

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE KNOXVILLE-KNOX COUNTY COMMUNITY ACTION COMMITTEE (CAC) FOR THE PROVISION OF SERVICES IN THE SUMMER FOOD SERVICE PROGRAM AGREEMENT FOR NON-AREA ELIGIBLE SUMMER LEARNING SITES AT AN ESTIMATED COST OF $130,000.00 AND APPROVING A GENERAL PURPOSE SCHOOL FUND BALANCE DESIGNATION IN THE AMOUNT OF $130,000.00 TO FUND THE MOU.

RESOLUTION: **R-25-5-201**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Schools and the Knoxville-Knox County Community Action Committee ("CAC") desire to enter into a Memorandum of Understanding for the provision of services in the Summer Food Service Program Agreement for non-area eligible summer learning sites; and

WHEREAS, the Memorandum of Understanding sets forth the terms and conditions under which services will be provided; and

WHEREAS, at its regularly scheduled meeting on May 8, 2025, the Knox County Board of Education approved the Memorandum of Understanding with CAC at an estimated cost of $130,000.00 using a General Purpose School Fund Balance Designation; and

WHEREAS, the Knox County Commission desires to approve the Memorandum of Understanding and related General Purpose School Fund Balance Designation.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Memorandum of Understanding with CAC for the provision of services in the Summer Food Service Program Agreement for non-area eligible summer learning sites at an estimated cost of $130,000.00 is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the aforesaid Memorandum of Understanding with CAC shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, the Knox County Commission hereby approves a Fund Balance Designation from the General Purpose School Fund in the amount of $130,000.00 to fund the Memorandum of Understanding with CAC for the provision of services in the Summer Food Service Program Agreement for non-area eligible summer learning sites.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____
County Mayor Date

Vetoed:_____
County Mayor Date

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made April 7, 2025 and entered into by and between the Knoxville-Knox County Community Action Committee (CAC), located at 2247 Western Avenue, Knoxville, TN, and the Knox County Schools (KCS) to provide meal delivery services, site training, and program monitoring for the Knox County Schools Summer Learning Camps ineligible for reimbursement under the USDA Summer Food Service Program.

WHEREAS, KCS seeks to provide summer meals for TDOE Summer Learning Camps at non-area eligible sites (list attached); and

WHEREAS, CAC cannot serve as the sponsor for non-area eligible sites through Summer Food Service Program (SFSP); and

WHEREAS, KCS seeks for CAC to provide all typical services in the Summer Food Agreement, aside from sponsorship and claiming of meals at non-area eligible sites.

NOW THEREFORE, in consideration of the mutual promises of the parties, and for other good and valuable consideration, it is agreed as follows:

(1) KCS will reimburse CAC for their services at the non-area eligible sites at the inverse rate of the agreed upon rates in the Summer Food Service Agreement: $0.93 per breakfast, $1.63 per lunch, and $0.13 per snack.
(2) In-service training, conducted by CAC, will be provided for site staff and key management of KCS.
(3) Service will begin on or about June 2, 2025, after in-service training is complete.
(4) Payment will be based on delivered meals. The total number of delivered meals will be compiled and reported to KCS for billing within seven days after the serving period ends. CAC will prepare and submit an invoice to KCS within five working days after the total number delivered meals is reported. Payment will be made by KCS no later than thirty working days after receipt of invoice.
(5) This service will be in effect from June 2, 2025, through June 27, 2025.
(6) CAC will provide a minimum of one delivery driver, one delivery agent, one delivery vehicles, and one program monitor to distribute prepared meals within the designated delivery time window. Delivery units will transport both milk and food to approximately 9 sites and therefore must be capable of handling the volume. In case of mechanical problems, another vehicle must be available for immediate service.
(7) Each delivery unit will have a CAC staff member assigned to accurately load and drop of meals and beverages at the site. CAC staff will adjust orders as needed based on site attendance and will collect containers left from the previous day.
(8) Delivery staff is expected to make deliveries as outlined by the CAC Nutrition Services Assistant Director to assure proper program management.
(9) All local health and sanitation requirements must be met at all times.
(10) CAC employees working under this MOU will be covered by Worker's Compensation and Liability Insurance provided by CAC.

(11)CAC shall indemnify and hold Knox County Schools, including the Nutrition Department, harmless at CAC's sole cost and expense against any and all claims, demands, or causes of action not caused or occasioned by the negligence of Knox County Schools employees.

Knox County Schools shall indemnify and hold CAC, including the Nutrition Services Department, harmless at Knox County Schools sole cost and expense against any and all claims, demands, or causes of action not caused or occasioned by the negligence of CAC employees.

IN WITNESS THEREOF, KCS and CAC have executed this MOU as of the date first written above.

Agreed to by:

Date: _____

Knox County Schools

_____

Representative

Date: 04-07-2025

Knoxville-Knox County Community Action Committee

_____

Executive Director

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 8th day of May, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-199

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 4/21/2025

***NON-AREA ELIGIBLE SITES ***

A.L. Lotts Elementary School
Farragut Intermediate School
Farragut Middle School
Halls Elementary School
Hardin Valley Middle School
Mill Creek Elementary School
Rocky Hill Elementary School
Shannondale Elementary School
West Valley Middle School

*List subject to change pending state determination of eligibility requirements. *

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve MOU with CAC for provision of typical services in Summer Food Service Program Agreement for non area eligible summer learning sites (to be funded from General Purpose Fund Balance designation of approximately $130,000.00.) Any unused portion of these funds would return to General Purpose Fund Balance. *If Summer Learning state funding is available for this expense, funds will be returned to GP Fund Balance.*

List is subject to change pending state determination of area eligibility.

Knox County Schools will reimburse Knox County Schools Nutrition Department for the full SFSP reimbursement rate of

Cost to Knox County Schools

$130,000.00

Description and Type of Funding Source

GP Fund Balance or Summer Learning State Budget Funds

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17270 **R-25-5-202**

COMMISSION

Meeting Date: 05/19/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Contracts with Harmony Family Center and Helen Ross McNabb Center for the provision of Student Telehealth Services up to $70,000.00 annually for the term of June 1, 2025 through May 31, 2026, which may be extended for four (4) additional years.
(Schools)

Attachments

Resolution

Contracts

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING CONTRACTS WITH HARMONY FAMILY CENTER AND HELEN ROSS MCNABB CENTER FOR THE PROVISION OF STUDENT TELEHEALTH SERVICES UP TO $70,000.00 ANNUALLY FOR THE TERM OF JUNE 1, 2025 THROUGH MAY 31, 2026, WHICH MAY BE EXTENDED FOR FOUR (4) ADDITIONAL YEARS.

RESOLUTION: **R-25-5-202**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County Schools desires to have a contractor provide Student Telehealth Services; and

WHEREAS, the Knox County Procurement Division requested proposals for this purpose and it has been determined that Harmony Family Center and Helen Ross McNabb Center submitted the proposals that are most responsible and responsive and best conform to the specifications and needs of Knox County and the Knox County Schools; and

WHEREAS, the proposed contracts with Harmony Family Center and Helen Ross McNabb Center are effective for a one (1) year term beginning on June 1, 2025 and may be extended for four (4) additional years, one (1) year at a time, which may result in a total of five (5) years; and

WHEREAS, at its regularly scheduled meeting on May 8, 2025, the Knox County Board of Education approved the contracts with Harmony Family Center and Helen Ross McNabb Center for Student Telehealth Services up to $70,000.00 annually.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contracts with Harmony Family Center and Helen Ross McNabb Center for the provision of Student Telehealth Services are hereby adopted and approved in substantive form as presented this date, copies of which are attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contracts with Harmony Family Center and Helen Ross McNabb Center for the provision of Student Telehealth Services shall be executed subject to such amendment or action not affecting the substantive provisions of the contracts as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Attachment "A"

Contract for Request for Proposal No. 3619

Harmony Family Center

Student Telehealth Services

Knox County Tennessee

and

Harmony Family Center

This Contract made and entered into between Knox County, Tennessee, hereinafter referred to as the "County" and Harmony Family Center, hereinafter referred to as "Contractor".

Whereas, the County requested proposals for Student Telehealth Services for Knox County Government (Request for Proposal #3619) and;

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposal. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects to be governed by the Request for Proposal covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. **Term of this Contract.** This Contract commences on the 1st day of June 2025 and ends the 31th day of May 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 5 and 6. The County intends to issue a one-year (1) award. Upon the mutual agreement of the Contractor and the County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. **Payment.** The County shall pay Contractor as agreed upon in the County's Request for Proposal for the Student Telehealth Services per the Contractor's response to Request for Proposal #3619; pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County.

3. **Amendments.** Any and all amendments to the Contract shall be reviewed by the Knox County Procurement Division. The County and Contractor must mutually agree to any changes to the agreed upon fees as set out in the Contractor's Proposal.

4. **Invoicing and reporting requirements.** Contractor shall invoice the County for the Student Telehealth Services pursuant to Request for Proposal #3619.

5. **Termination.** The County may terminate this Contract with or without cause upon written notice of not less than thirty (30) days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior written permission of the County.

Should the Contractor fail to provide the Student Telehealth Services detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within the time frame established by the County. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least ninety (90) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

6. **Appropriations.** In the event no funds are appropriated by the County for these services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

7. **Independent contractor.** Contractor acknowledges that Contractor, its agents and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability, except as set forth in this Contract.

8. **Compliance with all federal, state, and municipal laws.** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Student Telehealth Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

9. **Severability clause.** If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

10. **Prohibition against assignment.** Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

11. **This agreement** shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

12. **Right to inspect.** The County reserves the right to make periodic inspections of the manner and means the services are performed.

13. **Nondiscrimination statement.** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

14. **Books and records.** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

15. **Contractor** shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

16. **Delivery.** Contractor shall render the Services for the County in accordance with the terms of the Contract and the Contractor's Proposal.

17. **Tax Compliance.** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

18. **Limitations of liability.** In no event shall the County or Contractor be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if advised of the possibility of such damages. The total aggregate liability of Contractor, regardless of whether such liability is based on contract, tort, strict liability, breach of warranty, or otherwise, in connection with the performance of the services or otherwise under this Contract, shall be limited to the fees actually received by the Contractor in respect of the services provided hereunder. Contractor shall be solely responsible for all of the liabilities and obligations under this Contract, whether or not performed in whole or in part by the Contractor, any affiliate of the Contractor, any other Contractor Firm, or any subcontractor. The County shall have no recourse, and shall bring no claim, against any Contractor Firm other than the Contractor, or against subcontractors, members, shareholders, directors, officers, managers, partners, agents, representatives, or employees of any Contractor Firm (or any of their respective successors or permitted assigns) with respect to the services or otherwise under this Contract.

19. **Contract documents.** It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Proposal #3619 and Addendum I and Addendum II
B. Contractor's Response to Request for Proposal #3619 and Addendum I and Addendum II

It is agreed that this Contract represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original as of the latest day and year written below.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 20____, as reflected in its minutes, and certified by its Chairperson.

_____ _____

BOARD CHAIR – Signature **BOARD CHAIR- Printed Name**

Date:_____

KNOX COUNTY, TENNESSEE

by: _____

Glenn Jacobs
Knox County Mayor

Date: _____

Contract #: _____
Approved as to Legal Form:

_____
(printed name)

_____
(signature)

Date: _____

HARMONY FAMILY CENTER

_____
(printed name)

_____
(signature) **Date:** _____

Attachment "B"

Contract for Request for Proposal No. 3619

Helen Ross McNabb Center

Student Telehealth Services

Knox County Tennessee

and

Helen Ross McNabb Center

This Contract made and entered into between Knox County, Tennessee, hereinafter referred to as the "County" and Helen Ross McNabb Center, hereinafter referred to as "Contractor".

Whereas, the County requested proposals for Student Telehealth Services for Knox County Government (Request for Proposal #3619) and;

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposal. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects to be governed by the Request for Proposal covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. **Term of this Contract.** This Contract commences on the 1st day of June 2025 and ends the 31th day of May 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 5 and 6. The County intends to issue a one-year (1) award. Upon the mutual agreement of the Contractor and the County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. **Payment.** The County shall pay Contractor as agreed upon in the County's Request for Proposal for the Student Telehealth Services per the Contractor's response to Request for Proposal #3619; pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County.

3. **Amendments.** Any and all amendments to the Contract shall be reviewed by the Knox County Procurement Division. The County and Contractor must mutually agree to any changes to the agreed upon fees as set out in the Contractor's Proposal.

4. **Invoicing and reporting requirements.** Contractor shall invoice the County for the Student Telehealth Services pursuant to Request for Proposal #3619.

5. **Termination.** The County may terminate this Contract with or without cause upon written notice of not less than thirty (30) days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior written permission of the County.

Should the Contractor fail to provide the Student Telehealth Services detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within the time frame established by the County. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least ninety (90) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

6. **Appropriations.** In the event no funds are appropriated by the County for these services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

7. **Independent contractor.** Contractor acknowledges that Contractor, its agents and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability, except as set forth in this Contract.

8. **Compliance with all federal, state, and municipal laws.** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Student Telehealth Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

9. **Severability clause.** If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

10. **Prohibition against assignment.** Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

11. **This agreement** shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

12. **Right to inspect.** The County reserves the right to make periodic inspections of the manner and means the services are performed.

13. **Nondiscrimination statement.** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

14. **Books and records.** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

15. **Contractor** shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

16. **Delivery.** Contractor shall render the Services for the County in accordance with the terms of the Contract and the Contractor's Proposal.

17. **Tax Compliance.** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

18. **Limitations of liability.** In no event shall the County or Contractor be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if advised of the possibility of such damages. The total aggregate liability of Contractor, regardless of whether such liability is based on contract, tort, strict liability, breach of warranty, or otherwise, in connection with the performance of the services or otherwise under this Contract, shall be limited to the fees actually received by the Contractor in respect of the services provided hereunder. Contractor shall be solely responsible for all of the liabilities and obligations under this Contract, whether or not performed in whole or in part by the Contractor, any affiliate of the Contractor, any other Contractor Firm, or any subcontractor. The County shall have no recourse, and shall bring no claim, against any Contractor Firm other than the Contractor, or against subcontractors, members, shareholders, directors, officers, managers, partners, agents, representatives, or employees of any Contractor Firm (or any of their respective successors or permitted assigns) with respect to the services or otherwise under this Contract.

19. **Contract documents.** It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Proposal #3619 and Addendum I and Addendum II
B. Contractor's Response to Request for Proposal #3619 and Addendum I and Addendum II

It is agreed that this Contract represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original as of the latest day and year written below.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 20____, as reflected in its minutes, and certified by its Chairperson.

_____ _____

BOARD CHAIR – Signature **BOARD CHAIR- Printed Name**

Date:_____

KNOX COUNTY, TENNESSEE

by: _____

Glenn Jacobs
Knox County Mayor

Date: _____

Contract #: _____
Approved as to Legal Form:

_____
(printed name)

_____
(signature)

Date: _____

HELEN ROSS MCNABB CENTER

_____
(printed name)

_____
(signature) **Date:** _____

Attachment "C"

Signed Letter of Intents
Request for Proposal No. 3619
Addendum I & Addendum II

Student Telehealth Services

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Notification of Intent to Award
This is not Notification to begin work

Name of Bid:	Student Telehealth Services
Term of Agreement:	Four (4) one year renewal options
Successful Vendor:	Harmony Family Center
Vendor Contact:	Nicole Coning (nichole@harmonyfamilycenter.org)
Buyer:	Susan Colella
Date:	April 2, 2025

Harmony Family Center has been issued this Notice of Intent to Co-Award for the provision of Student Telehealth Services as described in Request for Proposal No. 3619. Carefully review the document and if you are in agreement with the terms and conditions set forth in Request for Proposal, please signify by providing an authorized signature in the space provided below. Please email to susan.colella@knoxcounty.org.

Note:
Co-Awarded Vendors: McNabb Center

Pending Contract Execution.

Authorizing signature: Nichole Coning CEO Date: 4/7/25

If you are not in agreement with any of the above information, please contact Susan Colella in the Procurement Division of Knox County at 865.215.5769.

Susan Colella

Susan Colella
Knox County Procurement
Knox County Government

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Notification of Intent to Award
This is not Notification to begin work

Name of Bid:	Student Telehealth Services
Term of Agreement:	Four (4) one year renewal options
Successful Vendor:	Helen Ross McNabb Center
Vendor Contact:	Mona Blanton-Kitts (mona.blanton-kitts@mcnabb.org)
Buyer:	Susan Colella
Date:	April 2, 2025

Helen Ross McNabb Center has been issued this Notice of Intent to Co-Award for the provision of Student Telehealth Services as described in Request for Proposal No. 3619. Carefully review the document and if you are in agreement with the terms and conditions set forth in Request for Proposal, please signify by providing an authorized signature in the space provided below. Please email to susan.colella@knoxcounty.org.

Note:
Co-Awarded Vendors: Harmony Family Center

Pending Contract Execution.

Authorizing signature: Mona Blanton-Kitts Date: 4/11/25

If you are not in agreement with any of the above information, please contact Susan Colella in the Procurement Division of Knox County at 865.215.5769.

Susan Colella

Susan Colella
Knox County Procurement
Knox County Government

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Student Telehealth Services** as specified herein. Proposals must be received by **2:00 p.m.** on **January 29, 2025.** Late proposals will neither be considered nor returned.

Deliver Proposals To:

Proposal Number 3619
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Proposal Envelope must show the Company Name, Proposal Number, Proposal Name & Proposal Closing Date.

SECTION I PROPOSAL PREPARATION AND SUBMISSION

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Susan Colella, Buyer, at 865.215.5769. Questions may be emailed to susan.colella@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the proposal closing, unless otherwise indicated in their proposal.

1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposals (RFP).

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please call 1.866.858.4443 (toll-free). You can also file a report online by accessing http://www.knoxcounty.org/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award may be made to the most responsive, responsible proposer(s) meeting specifications and presenting the product(s) and/or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis, schedule basis or by multiple awards. Knox County reserves the right to not award this proposal. The award will be made in accordance with the evaluation criteria specified herein.

1.6 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
E-mail:diane.woods@knoxcounty.org

1.7 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.8 **COPIES:** Knox County requires that proposals be submitted as one (1) marked as original and one (1) exact copy. Proposers must submit with their written response an exact electronic version of their proposal in a single file in a flash drive format.

1.9 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being considered non-responsive and disqualified.

1.10 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division **will not** accept electronically transmitted proposals. Email and Facsimile submissions are strictly prohibited. Due to the nature of the information requested, all submissions shall be in written format.

1.11 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for online vendor registration and maintenance, electronic receipt of purchase orders, online retrieval and submittal of quotes, bids and proposals for our vendor-clients and online requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our online Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.12 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.

1.13 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.

1.14 **NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce or any other fraudulent act punishable under Tennessee or United States law.

1.15 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via email. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County E-Commerce Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their proposal if the vendor will accept the Knox County E-Commerce Card (VISA) as a form of payment. Proposers are prohibited from charging Knox County any type of merchant fee from their financial institution to accept this type of payment.

1.16 **POSSESSION OF WEAPONS:** All vendors, their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.

1.17 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.

1.18 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

1.19 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carriers, nor will Knox County be responsible for proposals delivered to addresses or suites other than the delivery address and suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the proposal closing time.

Submittals must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

1.20 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:

- Be submitted on recycled paper.
- Not include pages of unnecessary advertising.
- Be made on both sides of each sheet of paper.

1.21 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposals packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **4:30 p.m. local time on January 15, 2025**. These requirements also apply to specifications that are ambiguous.

1.22 **SIGNING OF PROPOSALS: In order to be considered, all proposals must be signed. Please sign the original in blue ink.** By signing the proposal document, the vendor acknowledges and accepts the terms and conditions stated in the proposal document.

1.23 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.24 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.

1.25 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:

- If the Mayor closes the administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **USE OF PROPOSAL FORMS:** Vendors must complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should the vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the closing of this proposal, ***ALL PROPOSERS*** must be registered with the Procurement Division. Please register online at our website at www.knoxcounty.org/procurement and click on "Online Vendor Registration." Vendors must be registered with the Procurement Division *prior* to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Vendor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State and Local laws, statutes, ordinances and regulations in any manner affecting the provision of goods and/or services and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **CRIMINAL HISTORY CHECK:** Any and all contractors, sub-contractors, successful vendors, vendor employees and school employees agree to comply with Tennessee Code Annotated Section 49-5-413. Tennessee Code Annotated Section 49-5-413 requires that all parties providing services at Knox County Schools must submit to a criminal history records check at their expense. The criminal history check is to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the party to have contact with students or enter school grounds when students are present.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.

2.9 **GOVERNING LAW/VENUE:** This agreement shall be exclusively construed, governed and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.

2.10 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposals, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **IRAN DIVESTMENT ACT:** By submission of this RFP response, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response, each party 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 Tennessee Code Annotated § 12-12-106.

2.14 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.15 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party 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 currently engaged in, and will not for the duration of the Contract engage in, a boycott of Israel.

2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or individual trait found to be illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of vendor. The Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act and other Federal and State employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposals, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to, rejection of goods, rescission and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney fees.

2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.

2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal or proposal and signature, it is current in its respective Federal, State, County and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 **TERMINATION:** County may terminate this agreement with or without cause at any time upon written notice of not less than thirty (30) calendar days. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of the solicitation is to set forth and convey to prospective proposers the general requirements for providing Knox County Schools with quality Telehealth Services for Knox County Students. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITIONS OR DELETIONS:** Knox County reserves the right to add services as the need arises or to delete services that have become obsolete or no longer in demand. If services are to be added, Knox County and the Contractor will arrive at a mutually agreed price. Any additions or deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.4 **AGENCY CONTACTS:** The Contractor will be given a list of key personnel directly associated with the services to be performed for contact information. Only the Knox County Procurement Division will have the authority to make changes during the term of this agreement and in compliance with any resulting Contract.

3.5 **AWARD LENGTH:** Knox County intends to issue an initial one (1) year award. Upon mutual agreement of the Vendor and Knox County, the award may be extended for four (4) additional one (1) year options, contingent upon the availability of funding. This proposal is grant funded and will be applied for annually. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

3.6 **CHANGES AFTER AWARD:** It is possible that after the award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they lower the cost to Knox County and/or provide improved service.

3.7 **COMMUNICATIONS:** The successful execution of this contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have efficient email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers and email addresses for the agency's contacts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.

3.8 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents, and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from such work.

3.9 **CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful Vendor(s). The Contract may require approval of Board of Education and/or Knox County Commission approval. The successful Vendor(s) may be required to be present at Knox County Commission meetings to answer questions relating to the service to be performed. Adequate notification will be given by Knox County Procurement Division if the awarded vendor(s) will need to attend meetings. There shall be no cost to Knox County for attendance of the Vendor(s). A sample contract is under Exhibit D for review. If a Contractor's Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted, they will not be accepted.

3.10 **CONTACT PERSONNEL:** Essential to the success of this Contract is the development of a good working relationship between the Vendor and Knox County. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Vendor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the Knox County account, the Vendor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the County's account to avoid an interruption of service.

3.11 **EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:

Approach to Scope of Work	35 Points
Experience, Qualifications and References	45 points
Cost	20 points

Knox County may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted responsive and responsible proposals. Each evaluator will have the ability to award up to 100 points, based on the Evaluation Criteria, per submission.

3.12 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated Vendor(s). This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.13 **EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions on their submittal. A failure to indicate any exception(s) shall be interpreted as the Vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Tab VII of the submittal. Do not strike through or in any other way alter the RFP. Exceptions listed within other sections of the submittal shall not be reviewed or considered.

3.14 **GRANT FUNDING:** The products or services being procured under this solicitation will be funded by State or Federal Grant money. All awarded vendors will be required to adhere to Exhibit C of this solicitation in the performance of the Contract.

3.15 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company 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 ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.16 **HIPAA/HITECH:** Contractor must comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the HITECH Act). As stated in section 2.6 of this Proposal, Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services; including Tennessee Code Annotated, as amended, and Records Disposition Authorization specific to protected health information retention.

3.17 **IDENTIFICATION:** Employees of the Contractor must have proper photo identification displayed at all times while on property belonging to Knox County.

3.18 **INSURANCE:** The successful Vendor(s) must carry the insurance as indicated on the Insurance Checklist hereto. As proof of the Vendor's willingness to obtain and maintain the insurance, the Vendor must complete, sign, and have its insurance agent sign the attachment and submit it with the proposal. Upon receipt of a Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the contract is in effect. Refer to the Insurance Checklist regarding coverage and endorsement requirements.

3.19 **INVOICING PROCEDURES:** Knox County requests that reports be easy to read and understand. There shall be no additional charge for this information and procedures to be included. Each report shall include a breakdown of the service provided and shall list the contracted unit price. Supporting documentation shall be included with reports as applicable. Reports without this information may be returned to the Contractor for correction.

Invoices shall be sent to the address indicated below. Invoices must be submitted in triplicate and must match the corresponding Contract number. Email invoices to:

Knox County Schools Finance Department
Post Office Box 2188
Knoxville, TN 37902-1805
invoices@knoxschools.org

3.20 **INVOICE REVIEW:** Knox County shall review all reports for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variance found on the invoice will result in rejection of that invoice. Rejected invoices will be returned to the Contractor(s) for correction. Repeated variations may result in the termination of the Contract with that particular Contractor.

3.21 **NEGOTIATION:** Knox County may select a successful proposer based on initial offers received without discussion. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations, including, but not limited to, rates and term, with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. This process will continue until an agreement has been reached or all proposers have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.

3.22 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

3.23 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposals, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.24 **OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the proposer makes a request in writing to the Knox County Procurement Division prior to the time set for the closing of proposals or unless the County fails to accept within ninety (90) business days after the date fixed for the closing of the RFP.

3.25 **PROPOSAL EVALUATION:** In evaluation of submitted proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or the entire successful proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes property of Knox County.

3.26 **PROPOSAL FORMAT:** This solicitation is in the Request for Proposals format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

3.27 **PROPOSER OBLIGATION:** Proposers shall become fully acquainted with conditions relating to the scope of the work detailed in this RFP. Failure to become acquainted with the existing conditions shall in no way absolve the proposer of any obligations with respect to this RFP or the Contract.

3.28 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposals shall be open to the public for viewing and inspection.

3.29 **QUANTITIES:** Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as needed basis.

3.30 **REFERENCES:** Proposers **must** submit a list of three (3) references, with Public Sector projects preferred, which you have performed this type of service within the past three years. Provide the name of the agency or institution, the person to contact, their **current** telephone number, **current** email address and the nature and size of the contract. Do not list the Knox County Government as a reference. References must be submitted on the attached Reference Check Form.

3.31 **REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of Knox County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal acceptable or that another proposal was deemed more advantageous to Knox County for the particular services proposed.

3.32 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.

3.33 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **January 15, 2025 at 4:30 p.m. local time**. Submit questions as noted in Section 1.1.

3.34 **TENNESSEE REGISTRATION:** The successful proposer must meet any applicable State of Tennessee registration requirements.

SECTION IV SCOPE OF WORK

This Request for Proposals outlines the scope of services and requirements that must be addressed by any Contractor interested in supplying telehealth counseling services to Knox County School students. The contractor is to provide all personnel and their own materials, equipment, insurance and supervision necessary to provide the services detailed herein.

4.1 **BACKGROUND INFORMATION:** Knox County Schools is seeking mental health professionals to provide telehealth counseling services to supplement the counseling services already provided to students. Students today are faced with not only the "normal" struggles of being a child or teenager, but also numerable other stressors such as familial financial hardships, grief following the loss of important relationships, increased family dysfunction resulting from parental stress/distress and general anxiety about what the future holds. While students, both in person and virtually, have access to resources within their buildings should they need mental health support, the provision of telehealth counseling may also be necessary. Students qualifying for telehealth counseling will be matched with a mental health professional for individual sessions based on their need. Knox County Schools will be responsible for qualifying students. Sessions will be offered in the afternoon or evenings, on weekends and during school holidays in order to decrease student absence during academic learning times and to expand access to students with differing schedules. Any alternative scheduling would require prior approval by the Executive Director of KCS School Culture Department.

4.2 **SCOPE OF WORK:** Knox County Schools seeks a mental health organization and/or mental health professionals interested in offering telehealth counseling to students enrolled in Knox County Schools. All providers must be master's level clinicians. A provider is desired who will offer a comprehensive approach to treating children using the most current evidence-based best practices. Services will be provided on a per session per diem up to 500 sessions yearly. Each session will be one (1) hour in duration, with forty-five (45) minutes designated for student interaction and another fifteen (15) minutes for notes. The telehealth provider will attend up to an additional three (3) virtual collaborative meetings per student client with school staff outside of the student sessions. The cost for these collaborative sessions should be included within the individual session rate.

If the service comes with any application/software, Knox County would prefer that it be hosted with the vendor (software as a service model, or SAAS). Contractor must fully detail the program and maintain compliance with the KCS Information Technology regulations outlined in Exhibit A. Knox County will need software and hardware specifications and any recommendations/requirements to review in advance of contract execution. Contractor must be compliant with the KCS privacy policy outlined in Exhibit B.

Implementation and Management Plan: Proposers must provide a comprehensive plan for the services provided, along with a comprehensive overview of the implementation and management plan that will be executed in compliance with KCS Information Technology regulations (see Exhibit A), KCS Privacy Policy (Exhibit B) and any applicable state/federal regulatory requirements. All services should include parental and school release/permission, clinical, session documentation, termination/referral information, provider supervision and information on method(s) of measuring/defining success and success rates. All providers will be responsible for the provision of an electronic device and maintenance of that device.

Engagement & Communication: Proposers must provide a reliable and user-friendly customer service program for students, staff, parents and administration that supports positive personal growth through robust participation. At a minimum, programs must:

- Utilize evidence-based engagement/communication strategies appropriate to students' emotional and social development in order to promote services to KCS student clients
- Present a clear process of enrollment for telehealth services with flexible appointment scheduling (including evenings and weekends).
- Provide a comprehensive confidentiality release that will allow communication between provider, designated school personnel and parents/legal guardians.

Content and Programming: Therapists must accommodate both Special Education and General Education students in grades K-12 with a variety of presenting problems. Programming will be reviewed periodically to ensure adherence to the most current evidence-based and best practices. Programming format will be individual sessions, conducted virtually and the therapist must be trained in crisis intervention, including homicidal/suicidal ideation. Programming must include a focus on, but is not limited to, the following:

- Academic Challenges: Academic struggles including developing organizational skills and time management skills for more efficient studying, alone with short and long-term post-secondary goal setting.
- Coping Skills: Aid students in building skills to more effectively cope with grief and loss, stress, anxiety and depressive symptoms, as well as in the development of methods for fostering resilience.
- Self-Care Instruction: Educate/teach students about the importance of proper self-care, what it looks like, ways to engage in it, etc.
- Social-Emotional Skill Building: Help students "to acquire and apply the knowledge, skills and attitudes to develop healthy identities, manage emotions, feel and show empathy for others, establish and maintain supporting relationships, and make responsible and caring decisions."

SECTION V PROPOSAL FORMAT

Proposers are to use the following format for the preparation and submission of their proposals. Failure to follow this format may be just cause for rejection of proposals. Failure to include requested information may result in the proposer being disqualified. Cost of preparation of proposals is the sole responsibility of the proposer.

PROPOSERS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.

TAB I **PROPOSER INFORMATION**

Company Name, Address, and Telephone Number(s)
Primary Contact Person's Name, Email Address and Telephone Number(s)
Proposers Vendor Number as assigned by Knox County
Tennessee Secretary of State Control Number (if applicable)
State of Tennessee Certificate of Authority (if entity is located outside of Tennessee)
Employer Identification Number (EIN)
Acknowledgement of any addenda issued by Knox County Procurement

TAB II **SIGNED LETTER AUTHORIZING SUBMISSION OF THE PROPOSAL**

Letter must be signed by the principal of the company. Please sign the original in blue ink.

TAB III **APPROACH TO SCOPE OF WORK (35 POINTS)**

Vendor must thoroughly detail its approach to the Scope of Work, to include at a minimum, the following:

Implementation & Management Plan: Fully detail the management plan and strategies that will be utilized throughout the program to include support provided during the initial program roll-out and after full implementation, at both the participant and administrative level.

- Please provide details on the provision of electronic devices and the management maintenance as well as the IT support and/or training that will be available to providers, as necessary.
- Please detail any software platform that will be used in conjunction with this service. Detail how your organization will ensure compliance with KCS Information Technology requirements.
- Address how your organization will ensure compliance with any applicable state and federal guidelines for telehealth counseling.
- Identify the quality assurance protocols that will be utilized to monitor therapist/student interactions.
- Detail the process for tracking and reporting. Information must include:
  - Provide an overview of how participation rates will be documented and reported.
  - Provide an overview of how records on students/clients will be kept, identifying format.

Engagement & Communication: Information provided must include, but is not limited to, the following:

- Detail the approach to student engagement and communication in support of a robust participation rate.
- Detail the enrollment process for telehealth services and outline appointment scheduling and availability.
  - Provide an overview of the referral process and format.
  - Provide an overview of the confidentiality release process and format. Please describe the communication flow between a telehealth therapist and a student client's parent/guardian for intake to obtain confidentiality release and other signed paperwork and for any necessary communication throughout the therapeutic process.
  - Please describe the communication flow between a telehealth therapist and school staff.

Content and Programming: Provide details pertaining to content and programming. Please include the following:

- Fully detail what content area(s) will be included in the programming (i.e. stress as it relates to academic performance, relational skill-building and other social-emotional areas of focus, triggers for impulsivity, etc.).
- Provide an overview of how therapeutic goals will be operationalized and how progress will be monitored/measured.
- Please provide a sample of a crisis intervention plan should a virtual crisis occur. This must include homicidal/suicidal ideation.

TAB IV **EXPERIENCE, QUALIFICATIONS & REFERENCES (45 POINTS)**

Vendor must thoroughly detail its relevant qualifications and experience. Information provided must include, but is not limited to, the following:

- A brief history and overview of the company. Please detail if employees are contracted or work directly for the proposer, along with your average turnover rates.
- A comprehensive overview of the company's experience using evidence-based programs with appropriately credentialed professionals.
  - Please provide verification that all providers are at least master's level clinicians.
  - Please provide customer satisfaction results and existing client retention rates.
- Submit References (Attachment A) under Tab VIII.

TAB V **PROPOSED COSTS (20 POINTS)**

Please provide a price per one (1) hour session for up to five hundred (500) sessions per year for an initial one (1) year period and four (4) one (1) year renewals. Proposed costs should be inclusive of all expenses, including travel and ancillary expenses. The costs for up to three (3) collaborative meetings between the telehealth provider and KCS staff must be included in the individual session rate. Proposer may include the methodology used to determine their proposed cost.

TAB VI **OTHER INFORMATION**

Proposers may include any other information deemed pertinent to this solicitation.

TAB VII **EXCEPTIONS**

Please note any and all exceptions taken to any part this Request for Proposals. If none are taken, please clearly state so. Do not mark through or otherwise alter the language of this RFP in your response.

TAB VIII **ATTACHMENTS**

- References (Attachment A)
- Insurance Checklist (Attachment B)
- Iran Divestment Act/No Boycott of Israel (Attachment C)
- Criminal History Check Affidavit (Attachment D)
- Provide copies of all certifications/licenses required to perform the work detailed herein including a Knox County Business Tax License for Organization (if applicable)

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSALS NUMBER 3619

Vendor: _____

Proposers shall submit a list of three (3) references for projects of similar size/nature which have been in service during the last five (5) years. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not use Knox County Government or Knox County Schools as a reference.

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSALS NUMBER 3619

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per-Accident)	$1,000,000
			BODY INJURY (Per–Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCC	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LO	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AG GREGATE	$ 2,000,000
NO	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$5,000,000	
NO		PROFESSIONAL LIABILITY		
NO NO YES YES	10.	ARCHITECTS &ENGINEERS ASBESTOS & REMOVAL LIABILITY MEDICAL MALPRACTICE MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM $2,000,000 PER OCCURRENCE/CLAIM $1,000,000 PER OCCURRENCE/CLAIM $1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. Carrier rating shall be Best's Rating of A-VII or better or its equivalent.

21. The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.

22. Certificate of Insurance shall show the RFP number and title.

23. Other insurance required _____.

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage.

Agency Name: _____ Authorizing Signature: _____

Proposer's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements.

Proposer's Name: _____ Authorizing Signature: _____

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL
REQUEST FOR PROPOSALS NUMBER 3619

By submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party 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 Tennessee Code Annotated § 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party 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 currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSALS NUMBER 3619

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified a Tennessee Code Annotated 49-5-413, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

EXHIBIT A
TECHNOLOGY REQUIREMENTS FOR SOFTWARE RFPS
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 3619

Information Technology Requirements for software RFPs:

Applications should only utilize native browser-based technologies such as HTML and HTML5. No application utilizing third-party plugins will be considered (Examples of plugins include, but not limited to, Flash, Java, Silverlight, etc.)

No local caching server or software required or recommended. The vendor's application should scale as needed to support client demand.

Will support any modern OS, defined as the current publicly available version minus three versions. The most common Operating Systems used by KCS are: MacOS, ChromeOS, and Windows. As system updates become available, the vendor shall give KCS adequate notice of any foreseeable disruptions due to updates.

**Vendor is to also list any and/or all required plugins for full product functionality.

Will support current browser versions, defined as the current publicly available version minus three versions, for the following web browsers: Google Chrome, Safari, Microsoft Edge, Mobile Safari, Mobile Chrome. As browser updates become available, vendor shall give KCS adequate notice of any foreseeable disruptions due to updates.

System must have user authentication using SAML, preferably Microsoft 365 SAML.

Data exchange from our SIS to vendor should be automated. Vendor will be responsible for processing any differencing (changes, updates) to vendor data based on the automated exchange.

KCS options for data exchange include Classlink OneRoster (preferred) or secure exchange of .csv files directly with vendor via SFTP transfer. KCS will not use Clever for data exchange.

Vendor must be in full compliance with FERPA, COPPA, and all applicable federal/state laws pertaining to student data privacy and governance.

EXHIBIT B
KNOX COUNTY SCHOOLS PRIVACY POLICY
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 3619

RESTRICTIONS ON USE OF CONFIDENTIAL INFORMATION: Provider must adhere to the following:

1. Any and all personally identifiable student or employee information including but not limited to name, address, telephone number, teachers, classes, grades, digital media and any other student or employee information of any kind is deemed confidential and shall not be released or disclosed in any form or manner unless authorized by District in writing. This restriction against release or disclosure also precludes sharing of data by Provider with any affiliate of Provider unless such sharing is expressly permitted under the contract or is expressly granted in writing by District. In addition, all information the release of which is prohibited by state or federal law or regulation, including but not limited to the protections of the Family Educational Rights and Privacy Act (referred to herein as "FERPA") and all applicable laws of the State of Tennessee which is obtained by Provider from District, its students, faculty, or staff in the performance of this Agreement constitutes Confidential Information. Provider agrees to hold the Confidential Information in strictest confidence. Provider shall not use or disclose Confidential Information received from or on behalf of District or any of its students, faculty, or staff except as permitted or required by this Agreement, or otherwise as agreed in writing by District.

2. Provider agrees that any personally identifiable student data it obtains from the District shall only be used for the purpose of providing the contracted product or service to the District according to the terms of the contract. Provider may not sell student data. (This does not prevent transfer of student data by purchase or merger of the Provider, so long as the successor entity remains bound by and in compliance with the terms of this agreement.)

3. Provider may not use personally identified student data for any secondary purpose including targeted advertising. Provider may (a) use student data for adaptive learning or customized student learning processes; (b) market an educational application to a student's parent or guardian if Provider did not use student data shared by or collected on behalf of the District to do so; (c) use a recommendation engine within Provider's internal application to recommend learning or employment related content or services to the student, but only if the recommendation is not motivated by consideration from another party; (d) respond to a student request for information or feedback, but only if the response is not motivated by consideration from another party; (e) use student data to allow or improve functionality of Providers' internal application; and (f) identify for the student nonprofit institutions of higher education or scholarship providers that are seeking students who meet specific criteria, but only if Provider obtains, through the District, the written consent of the student's parent or guardian (or the student if age 18 or older or emancipated). (Written consent may not be required in certain instances for a Provider which is a national assessment provider.)

4. Provider agrees that it will protect the Confidential Information it receives according to commercially acceptable standards and no less rigorously than it protects its own Confidential Information. Specifically, Provider shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentially, integrity, and availability of all electronically maintained or transmitted Confidential Information. Any data that is transmitted to/from District will be secure. Any electronic data stored by the Provider must be secure and backed up with a tested data recovery strategy in place as approved by District.

5. Within 30 days of termination, cancellation, expiration, or other conclusion of the contract, or within 30 days of a request by District with regard to any portion of the data, Provider shall return to District or if return is not feasible, destroy and not retain any copies of any and all Confidential Information that is in possession of Provider and certify in writing that all copies of the confidential information in its possession have been destroyed. This requirement shall not apply, and Provider may retain, personally identifiable student data if Provider has obtained written consent of the student's parent or guardian (or from the student if 18 or older or emancipated) and provides documentation of that consent to the District.

6. These obligations shall not apply to any information which (a) is already in the public domain through no breach of this Agreement, including but not limited to information available through schools' web site(s); (b) was lawfully in Provider's possession prior to receipt from an District school, its faculty staff or students; or (c) is received by Provider independently from a person or entity free to lawfully disclose such information other than an District school, its faculty, staff, or students.

7. Provider warrants and represents that it shall, at all times, comply with the terms of this Agreement and with FERPA, COPPA, and all applicable laws of the state of Tennessee and further agrees not to disclose or re-disclose to any person or entity for any purpose whatsoever any personally identifiable student information as that term is defined by this agreement, FERPA, COPPA, or applicable laws of the state of Tennessee.

8. Provider agrees that District or its designee may, upon request, audit Provider to verify compliance with the applicable requirements of law.

EXHIBIT C
GENERAL FEDERAL FUNDING REQUIREMENTS
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 3619

Equal Employment Opportunity
During the performance of this contract, the contractor agrees as follows:
(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Clean Air Act and Federal Water Pollution Control Act
Contractors and subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the U.S. Department of Education (DOE) and the Regional office of the Environmental Protection Agency (EPA).

Debarment and Suspension
A contract award will not be made to a party listed on the governmentwide exclusions in the System for Award Management (SAM).

Lobbying
The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all contractors and that all subcontractors shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

Procurement of recovered materials.
Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Preferences for Products Produced or Manufactured in the U.S.
(a) This contract award prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

EXHIBIT D
SAMPLE CONTRACT
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 3619

Knox County Tennessee

and

{Contractor Name}

This Contract made and entered into between Knox County, Tennessee, hereinafter referred to as the "County" and {Contractor Name}, hereinafter referred to as "Contractor".

Whereas, the County requested proposal for Telehealth Services for Knox County Government (Request for Proposals #3619) and;

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposals. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects to be governed by the Request for Proposals covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. **Term of this Contract.** This Contract commences on the 1st day of {Month Year} and ends the 30th day of {Month Year} unless terminated in conformity with the terms of this Contract as contained in paragraphs 3 and 4. The County intends to issue a one-year (1) award. Upon the mutual agreement of the Contractor and the County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. **Payment.** The County shall pay Contractor as agreed upon in the County's Request for Proposals for the Telehealth Services per the Contractor's response to Request for Proposals #3619; pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County.

3. **Amendments.** Any and all amendments to the Contract shall be reviewed by the Knox County Procurement Division. The County and Contractor must mutually agree to any changes to the agreed upon fees as set out in the Contractor's Proposal.

4. **Invoicing and reporting requirements.** Contractor shall invoice the County for the Telehealth Services pursuant to Request for Proposals #3619.

5. **Termination.** The County may terminate this Contract with or without cause upon written notice of not less than thirty (30) days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior written permission of the County.

Should the Contractor fail to provide the Telehealth Services detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within the time frame established by the County. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least ninety (90) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

6. **Appropriations.** In the event no funds are appropriated by the County for these services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

7. **Independent contractor.** Contractor acknowledges that Contractor, its agents and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability, except as set forth in this Contract.

8. **Compliance with all federal, state, and municipal laws.** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Telehealth Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

9. **Severability clause.** If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

10. **Prohibition against assignment.** Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

11. **This agreement** shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

12. **Right to inspect.** The County reserves the right to make periodic inspections of the manner and means the services are performed.

13. **Nondiscrimination statement.** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

14. **Books and records.** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

15. **Contractor** shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

16. **Delivery.** Contractor shall render the Services for the County in accordance with the terms of the Contract and the Contractor's Proposal.

17. **Tax Compliance.** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

18. **Limitations of liability.** In no event shall the County or Contractor be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if advised of the possibility of such damages. The total aggregate liability of Contractor, regardless of whether such liability is based on contract, tort, strict liability, breach of warranty, or otherwise, in connection with the performance of the services or otherwise under this Contract, shall be limited to the fees actually received by the Contractor in respect of the services provided hereunder. Contractor shall be solely responsible for all of the liabilities and obligations under this Contract, whether or not performed in whole or in part by the Contractor, any affiliate of the Contractor, any other Contractor Firm, or any subcontractor. The County shall have no recourse, and shall bring no claim, against any Contractor Firm other than the Contractor, or against subcontractors, members, shareholders, directors, officers, managers, partners, agents, representatives, or employees of any Contractor Firm (or any of their respective successors or permitted assigns) with respect to the services or otherwise under this Contract.

19. **Contract documents.** It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Proposals #3619 {and Addendum I}
B. Contractor's Response to Request for Proposals #3619 {and Addendum I}

It is agreed that this Contract represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original as of the latest day and year written below.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 20____, as reflected in its minutes, and certified by its Chairperson.

_____ _____

BOARD CHAIR – Signature **BOARD CHAIR- Printed Name**

Date:_____

KNOX COUNTY, TENNESSEE

by: _____

Glenn Jacobs
Knox County Mayor

Date: _____

Contract #: _____
Approved as to Legal Form:

_____
(printed name)

_____
(signature)

Date: _____

{Contractor Name}

_____
(printed name)

_____
(signature) **Date:** _____

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum I to Request for Proposals No. 3619
Student Telehealth Services

Addendum Date: January 10, 2025 **Buyer: Susan Colella**

Closing Date: January 29, 2025 @ 2:00 P.M. EST **Total Page(s): 1**

The following is for clarification:

Question 1. What is the budget that is allocated for this initiative?
Answer 1. $60,000.00 (combined total for all vendors approved)

Question 2. What grades do you anticipate using an outside vendor to assist with? Middle and High School, for example? Please advise.
Answer 2. Typically, elementary school (1-5 grades), but other grade levels may be included for referrals.

Question 3. Per the RFP, we understand that you are asking for 500 sessions that Knox County Schools will distribute to qualifying students (and 3 additional collaborative sessions per student). We are a software platform that enables schools to qualify and refer students but also allows students to self-refer (to reach silent sufferers who may not reach out to school staff or administrators). We have comprehensive aggregate and student-specific reporting and a clinical affairs team that can discuss any student's case with you. You can limit this to all students in certain grades (i.e., middle school and high school only). We also can provide a direct connection to a licensed counselor trained in trauma 24/7. Would you consider this setup? And if so, which grades and how many sessions per student would you consider? Please advise.
Answer 3. No, this is a restricted referral process.

Question 4. Is it necessary to provide electronic devices, or is it acceptable to offer an online software platform tailored for K-12 use?
Answer 4. Each student would have a school issued device.

Question 5. We do not have a software program or platform but rather use secure versions of Zoom or Microsoft Teams to provide our virtual services. Is this method acceptable to Knox County or do you require a specific telehealth software platform?
Answer 5. Microsoft Teams or Zoom are acceptable programs to provide services under this contract. Please be advised that students or families may only have access to the web version of these tools on district provided devices. It is the contractors responsibility to ensure compliance with applicable health and information privacy laws.

End of Addendum I.
Please acknowledge Addendum I in your response.

Susan Colella

Buyer

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum II to Request for Proposals No. 3619
Student Telehealth Services

Addendum Date: January 17, 2025 **Buyer: Susan Colella**

Closing Date: January 29, 2025 @ 2:00 P.M. EST **Total Page(s): 3**

The following is for clarification:

Question 1. Do we need to integrate with SIS? What SIS do you use if so?
Answer 1. No.

Question 2. Our system offers Single sign on (SSO). Is it something you'd require users to get authenticated?
Answer 2. No.

Question 3. In an ideal deployment situation, is it fair to say you would prefer one-stop platform that includes video conferencing, consent collection, EHR, chat features, fully integrated and runs on browser, then per se, utilizing a separate video conferencing services e.g., Teams/Zoom?
Answer 3. Not necessary.

Question 4. Is there any operability of integrating any of the school/child data?
Answer 4. No.

Question 5. What is the budget that is allocated for this initiative?
Answer 5. As referenced in Addendum I, $60,000.00 (combined total for all vendors approved).

Question 6. What are KCS' preferred methods of measuring/defining success and success rates per section 4.2 Scope of Work?
Answer 6. Each student would have individual goals established at the beginning of therapy based on referral issues. Measurement of progress on those goals would equate success.

Question 7. Page 9 wrote, "All providers will be responsible for the provision of an electronic device and maintenance of that device." Can you elaborate on the type of electronic devices the vendor must provide (if required) and who would be using the vendor's devices?
Answer 7. All KCS students should have chrome books but if the vendor requires any other devices or the student does not have a chrome book, then the vendor will be responsible for providing a device.

Question 8. Of the up to 500 sessions yearly, how many of these sessions fall under the three tiers of the Multi-Tiered Systems of Support (e.g. 300 Tier 2 sessions, 200 Tier 3 sessions, etc.)?
Answer 8. There are no assigned numbers per tier.

Question 9. For Exhibit A, do you require the vendor's platform only to use SAML for user authentication, **or** would KCS accept an alternative authentication method (e.g. O Auth)?
Answer 9. Yes, see Exhibit A.

Question 10. For Exhibit A, does the district require the vendor's system to include data exchange from the SIS to the vendor, **or** can the vendor elaborate on why it may not integrate with SIS or use Classlink One Roaster or other methods of SFTP transfer?
Answer 10. No, KCS options for data exchange include Classlink One Roster as a preferred method.

Question 11. If the vendor cannot meet all of the technology requirements listed in Exhibit A, would the vendor be disqualified, **or** would KCS review the vendor's reasoning in Tab III to still be considered for an award?
Answer 11. Exhibit A is a requirement for the RFP.

Question 12. Regarding online appointment scheduling for Tab III, can you elaborate further on the requirements related to the enrollment process and online appointment scheduling, such as if the vendor's system must support the ability for the parent/district to schedule services directly with the provider online or if the referral process would only be between the KCS and the vendor?
Answer 12. Once Vendors are selected an enrollment process is established between KCS and the Vendors.

Question 13. Do you require vendors that specialize in only providing mental health services (i.e., registered mental health organizations/clinics/centers or individual providers are the only entities that qualify for this RFP)?
Answer 13. Vendors who meet the criteria outlined in the RFP are welcome to apply.

Question 14. Do you require Attachment B to be signed and completed by an Insurance Agent, **or** can it be done by an authorized company representative for both signature lines?
Answer 14. It must be signed by an authorized company representative and by the Insurance Agency. This is to show that the awarded vendor agrees to and will carry the requirements of the COI upon award.

Question 15. For Tab IV and Attachment A, can the vendor include customer references and details about school experience for other related services (e.g., SLP, OT, psychological, etc.)?
Answer 15. References should directly relate to virtual mental health support.

Question 16. If prices may differ per year, do you require the vendor to include the anticipated prices for the initial year and for each of the up to four renewal option years?
Answer 16. Yes.

Question 17. Would you consider separate pricing details for bilingual sessions/services?
Answer 17. No.

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Question 18. Do you require the proposed rates to be all-inclusive of any other service and implementation fees, **or** should the vendor outline fees separately from the costs for 500 sessions per year?
Answer 18. Proposed rates are inclusive of all service requirements.

Question 19. Would KCS provide its students with the hardware (e.g., computer, webcam, headsets, etc.), supplies, and other materials needed for services?
Answer 19. All KCS students are issued a chrome book. If other devices are required, the vendor would be required to provide them.

Question 20. For Tab I, in lieu of the Certificate of Authority, Would KCS accept a copy of the out-of-state vendor's online verification from the Tennessee Secretary of State website showing the vendor's Active Business Status in Tennessee as proof of its authority to transact business in Georgia?
Answer 20. All business will be conducted in Tennessee.

Question 21. For Tab VIII, do you require copies of potential service provider resumes and licenses upon proposal submission, and if so, would you accept blind resumes and licenses?
Answer 21. Copies are required as requested under Tab VIII, however, identifiers regarding age, sex and ethnicity are not required nor requested, but names must be included on the resume.

Question 22. What are the current vendor names and rates for the related telehealth services?
Answer 22. Helen Ross McNabb, current rate is $140.00 per session
Harmony Family Center, current rate is $150.00 per session

Question 23. Are you satisfied with your current vendors, or have there been challenges?
Answer 23. Yes, we have been satisfied with current vendors.

Question 24. Do you require the vendor to have a physical office in Tennessee?
Answer 24. No, but must be licensed in the state of Tennessee.

End of Addendum II.
Please acknowledge Addendum II in your response.

Susan Collier

Buyer

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Helen Ross McNabb and/or Harmony Family Center to provide student telehealth (mental health) services to KCS students.

Cost to Knox County Schools

Budgeted for in CCEIS grant up to $70,000.00 total

Description and Type of Funding Source

Federal CCEIS Grant

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17272 **R-25-5-203**

COMMISSION

Meeting Date:	05/19/2025
Requested By:	TERRI COATNEY, KNOX COUNTY SCHOOLS
Department:	KNOX COUNTY SCHOOLS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Consulting Services and License Agreement with Children's Hospital Medical Center, an Ohio nonprofit corporation, for the addition of a Project SEARCH site at a cost of $350.00 annually for license renewal fees.
(Schools)

Attachments

Resolution

Agreement

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONSULTING SERVICES AND LICENSE AGREEMENT WITH CHILDREN'S HOSPITAL MEDICAL CENTER, AN OHIO NONPROFIT CORPORATION, FOR THE ADDITION OF A PROJECT SEARCH SITE AT A COST OF $350.00 ANNUALLY FOR LICENSE RENEWAL FEES.

RESOLUTION: R-25-5-203

REQUESTED BY: SCHOOLS

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County Schools desires to enter into a Consulting Services and License Agreement with Children's Hospital Medical Center, an Ohio nonprofit corporation, for the addition of a Project SEARCH site at a cost of $350.00 annually for license renewal fees; and

WHEREAS, the attached agreement sets forth the terms and conditions under which the services will be provided; and

WHEREAS, the Knox County Board of Education approved the Consulting Services and License Agreement with Children's Hospital Medical Center at its regularly scheduled meeting on May 8, 2025.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Consulting Services and License Agreement with Children's Hospital Medical Center for the addition of a Project SEARCH site is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Consulting Services and License Agreement with Children's Hospital Medical Center for the addition of a Project SEARCH site shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

CONSULTING SERVICES AND LICENSE AGREEMENT
PROJECT SEARCH®

THIS CONSULTING SERVICES AND LICENSE AGREEMENT ("Agreement"), effective as of the 25th day of April ,2025 ("Effective Date"), by and between Children's Hospital Medical Center ("Licensor"), an Ohio nonprofit corporation, located at 3333 Burnet Ave., Cincinnati, Ohio 45229-3039 and ("Licensee"), Knox County Schools Education Partner located at 400 W. Summitt Hill Drive Knoxville, TN 37902.

WHEREAS, Licensor has developed a program referred to as Project SEARCH® which creates innovative solutions for workforce and career development for people with disabilities;

WHEREAS, in conjunction with its Project SEARCH® program, Licensor has created Project SEARCH® program implementation materials ("Materials") which will be provided to Licensee upon signature by both parties to this Agreement;

WHEREAS, Licensor provides consulting services to Licensees to assist such Licensees in their implementation of the Project SEARCH® program using some or all of the Materials;

WHEREAS, Licensor is able to apply and obtain certain grants to expand its Project SEARCH® program based on this Agreement and other similar agreements; and

WHEREAS, Licensee is desirous of using some or all of the Materials and engaging Licensor to provide certain Services in connection with its business;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

Article I
License

A. **Project Implementation License.** Licensor hereby grants to Licensee a non-exclusive, nontransferable license to reproduce, disseminate and display the Materials for its own internal use in connection with the implementation of the Project SEARCH® program at the sites listed in Exhibit A ("Sites"). Such license permits Licensee to sublicense the Materials to third parties engaged by Licensee to implement the Project SEARCH® program at the Sites, provided Licensee provides Licensor at least five (5) business days written notice of such third parties prior to providing such parties the Materials and Licensor does not object to such parties during such five (5) business day period. Licensee is obligated to ensure such third parties comply with all the terms and conditions of this Agreement and is responsible for such third parties activities with respect to implementation of the Project SEARCH® program. Licensee (and its contractors, agents and/or representatives) are prohibited from implementing the Project SEARCH® program at any location other than a Site without written consent from Licensor. The Materials, and any copies thereof, may not be transferred or taken or otherwise provided by Licensee to another institution or company without the prior written consent of Licensor. For the avoidance of doubt, Licensee may not share any Materials with any other site or potential site and its representatives without prior written consent from Licensor. Licensee agrees to implement the Project SEARCH® program in strict compliance with the Material.

Licensor further grants to Licensee a non-exclusive, nontransferable license to use Licensor's name and Project SEARCH® trademark only in connection with the Materials and only for the purpose of implementing the Project SEARCH® program at the Sites and only in the form and manner and with appropriate legends as prescribed from time to time by Licensor. From time-to-time, Licensor may approve Licensee's use of Licensor's name and/or Project SEARCH® trademark on Licensee's website, and/or in an article, publication, or video created by Licensee and in such event Licenseemust acknowledge Licensor and

its Project SEARCH® Program as the founder and refer interested parties back to Licensor for information about the Project SEARCH® Program. Licensee agrees not to use any other trademark or service mark, alone or in combination with Licensor's marks, on the licensed Materials without Licensor's prior written approval, and Licensee will at no time use or apply to register any trademark, trade name, service mark or other designation that is confusingly similar to the trademark. Upon Licensor's request, Licensee will, from time to time, provide Licensor samples of its use of the trademark hereunder. The foregoing trademark license shall cease immediately with respect to a trademark if and when such trademark has been superseded or replaced by a new trademark. Licensee shall acquire no right, title or interest in or to the trademark, and all goodwill derived from the use of the trademark shall inure solely to the benefit of Licensor.

B. **Negation of Rights Not Licensed.** Licensee shall not modify or amend any Materials or create any derivative works or improvements thereto (all such modifications, amendments, improvements of derivative works collectively referred to as "Modifications") without the prior written consent of Licensor. Modifications, whether authorized or unauthorized, will be solely owned by Licensor and shall be subject to the limited licenses and restrictions set forth in this Agreement with respect to Materials. Licensee agrees to execute (and cause its employees and contractors to execute) any additional documents and do all things necessary or appropriate (at Licensor's expense) to vest and confirm all rights in the Project SEARCH® program and all Materials and Modifications (including, without limitation, all patents, copyrights, trade secrets and other intellectual property rights therein, whether now existing or hereafter coming into existence) in Licensor and to facilitate the obtaining by Licensor of any desired legal protection for the same in any countries. Any rights not expressly granted by this Agreement shall not be implied; the license granted pursuant to this Agreement authorizes only the use of the Materials licensed herein.

C. **Duration of License.** This Agreement will commence on the date first written above and will continue for a term of one (1) year ("Initial Term") unless after this Agreement has been in effect for ninety (90) days it is terminated by either party upon thirty (30) days prior written notice. In addition, Licensor may terminate this Agreement upon written notice, effective immediately, due to Licensee's breach of any provision hereof or in the event Licensee becomes insolvent or ceases to do business. Upon termination of this Agreement, Licensee shall discontinue immediately all use of the Materials, Modifications and Licensor's Confidential Information and destroy or otherwise cease display of all printed materials bearing any of the Licensor's copyrights, trademarks or service marks. All rights in the Materials and Modifications shall remain the property of Licensor.

In the event Licensee elects to continue using the Materials at the Sites after the Initial Term or any Additional Term (as defined below), Licensee may do so by providing Licensor thirty (30) days prior written notice indicating its desire to renew these terms for an additional one (1) year term ("Additional Term") and pay Licensor its then-current license fee for such Additional Term(s). In the event Licensee pays the then-applicable fee for the Additional Term and Licensor accepts such payment, the parties understand that such action will renew this agreement for an Additional Term. For the first Additional Term billed in October 2025, the license fee is $350.00; for Additional Terms (billed annually in October), the license fee will be Licensor's then-current fee which will not exceed 20% increase from the prior term's fee. Upon the renewal of license after Additional Term and further program expansion, Licensee is required to use database and all information in database shall remain the property of Licensor.

D. **Copyright Notice.** All copies of the Materials reproduced, displayed or disseminated pursuant to this Agreement shall contain a copyright notice in the name of Licensor in a form approved by Licensor and a statement that the Materials have been reprinted under a license granted by Licensor.

E. **Replication Rules.** Licensee may offer tours of the Project SEARCH® program implemented at the Sites to third parties provided Licensor has completed an audit of such Site confirming fidelity to the Project SEARCH® program and Materials and such confirmation has been received by Licensee from Licensor in writing within three (3) months of such tour. Model fidelity audit must be at the end of the first year of program and new program must include a first term review. Neither Licensee nor any Site can participate in research and/or generate a publication with respect to its implementation of the Project SEARCH® program without

successful completion of a model fidelity audit, as evidenced in a writing signed by Licensor, completed in writing no more than three (3) months prior to such activities being commenced.

Article II
Consulting Services

A. **Description of Services.** Licensee hereby engages Licensor as an independent contractor to provide the services set forth in Exhibit A attached hereto and incorporated herein by reference ("Services"). Licensor shall deliver the Services on the dates and for the fees specified in Exhibit A. After the first year of this Agreement, the fees stated in Exhibit A may be changed from time-to-time upon thirty (30) days prior notice. Licensor shall submit an invoice to Licensee on a monthly basis setting forth the date Services were provided, a description of Services rendered, hours spent and fees due. Licensee shall pay such invoice within thirty (30) days of receipt of an undisputed invoice. Licensee agrees that any materials resulting from the Services will be solely owned by Licensor and Licensor hereby grants Licensee a non-exclusive, non-transferable license to use such materials for the term of this Agreement. Licensee agrees to implement the Project SEARCH® Program consistent with such Services and the Materials.

B. **Travel Expenses**. Travel, lodging and living expenses incurred in conjunction with providing Services are included in the fees identified in Exhibit A.

Article III
Miscellaneous

A. **Audit.** During the term of this Agreement, Licensee shall permit Licensor, upon reasonable advance notice and during regular business hours, access to Licensee's site and books and records directly related to this Agreement to confirm that the Licensee is performing in compliance with this Agreement.

B. **Confidential Information.** Each party agrees not to disclose to third parties or employees without a need to know, information received from the other party which has been identified as proprietary or confidential, or which by the nature of the circumstances surrounding disclosure, should in good faith be treated as proprietary or confidential (collectively "Information"). Both parties agree that it shall treat and safeguard the other party's Information with the same standard of care employed for its own Information and shall in no event employ less than a reasonable standard of care. The foregoing confidentiality obligations shall not apply when, after and to the extent the Information disclosed: (i) is now, or hereafter becomes, generally available to the public through no fault of the receiving party or its employees, agents, or contractors; (ii) was already in possession of the receiving party without restriction as to confidentiality at the time of disclosure as evidenced by competent written records; (iii) is subsequently received by the receiving party from a third party without restriction and without breaching any confidential obligation between the third party and the disclosing party hereunder; and (iv) is required to be disclosed by applicable law, rule, or court order, in which case receiving party shall promptly notify disclosing party of such required disclosure, take all reasonable steps to limit the scope of such disclosure, and provide disclosing party with an opportunity to comment on such proposed disclosure. All Information shall remain the property of the disclosing party and disclosure shall not be construed as a grant of any license of the Information to the receiving party. In the event that either party should breach any of its responsibilities under this Section, or in the event that such a breach appears to be an imminent possibility, the non-breaching party shall be entitled to all legal and equitable remedies, including, without limitation, issuance of injunctive orders restraining the breaching party, its employees, agents or independent contractors, from committing such breach. The foregoing obligations of confidentiality and use shall continue for five (5) years after the termination of this Agreement.

C. **No Partnership, etc**. This Agreement shall not be construed as establishing a partnership, agency or joint venture between the parties. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third parties.

D. **Limitation of Liability; Indemnification.** LICENSOR MAKES NO WARRANTY, IMPLIED OR EXPRESS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO THE PROJECT SEARCH® PROGRAM OR THE MATERIALS. Without limiting the generality of the foregoing, Licensor does not warrant the accuracy or suitability of information in the Materials and shall have no liability for use of the licensed Materials by Licensee or any third party. Licensor does not undertake any obligation to update or otherwise modify the Materials. Unless prohibited by state law, Licensee agrees to indemnify, hold harmless, and defend Licensor, its officers, trustees, directors, employees, and agents from and against all loss, liability, claims, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any use of the licensed Materials, including but not limited to any claim by or in respect of any individual for death or bodily injury.

E. **Assignment.** The rights granted to Licensee hereunder shall not be assigned, sublicensed or otherwise transferred by Licensee without the prior written consent of Licensor, and any such attempted transfer without such written consent shall be void and of no effect. This Agreement shall be binding upon the parties hereto and their permitted successors and assigns.

F. **Entire Agreement; Modifications.** This writing sets forth the entire agreement with respect to the subject matter hereof and supersedes any prior agreements or understandings relating to the subject matter hereof. Any waiver, modification, or cancellation of any terms or conditions of this Agreement must be in writing, and no waiver by Licensor, whether express or implied, of any breach or default by Licensee shall constitute a continuing waiver of any term or provision of this Agreement.

G. **Severability.** In the event that any term or provision of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or provision hereof, and such invalid, illegal or unenforceable term or provision shall be reformed so as to most nearly effect the intent of the parties without invalidity or illegality.

H. **Governing Law. INTENTIONALLY LEFT BLANK.**

I. **Compliance with Law.** Licensee agrees that it is its sole responsibility to implement the Project SEARCH® model in accordance with applicable federal, state and local laws.

J. **Executed in Multiple Counterparts.** This Agreement and any amendments to it may be executed in one or more counterparts, each of which shall be deemed to be an original copy, and all of which, when taken together, shall be deemed to constitute one and the same document. Signatures to this Agreement and any amendments to it may be transmitted by fax, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means intended to preserve the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed as of the day and year first above written.

CHILDREN'S HOSPITAL MEDICAL CENTER	**KNOX COUNTY SCHOOLS**
Signature:_____	Signature: _____
By: Courtney Campbell-Saxton	By:_____
Title: Vice President, Patient Services Finance	Title:_____
Date:_____	Date: _____

EXHIBIT A

DESCRIPTION OF SERVICES

Description of Services:
Licensor will provide Licensee technical assistance necessary for implementation of a Project SEARCH® Adult Employment or High School Transition Program at the Sites listed below. Such services are more fully described in Schedule 1, attached hereto and incorporated herein.

Fees:

The Licensing and Technical Assistance fee of 12K was paid by the State of Tennessee Contract. The Annual license renewal fee will be paid by Knox County Schools effective October 2025.

Sites:

Knox County Schools
912 S. Gay Street
Knoxville, TN 37902

SCHEDULE 1

Project SEARCH® Implementation Plan for Licensed New Sites

Project SEARCH Licensing Agreement	Detail
The Project SEARCH License provides a comprehensive package of resources and tools	The Project SEARCH Member Portal (www.projectsearch.us; Click "User Login" to access Member Portal): The Project SEARCH Member Portal consolidates all Project SEARCH resources and tools under a single log-in. By providing an online "gathering place" the Portal enhances communication within and among program sites and encourages greater involvement of all team members. By providing essential tools and resources in a single, convenient location, the Portal also promotes consistent program quality and better outcomes through increased Model Fidelity. The Member Portal includes these features: - **My Program:** Program sites can view and manage their program site team (organizations and associated contacts). Designated team members can also enter and update intern data including demographics, internships, and employment outcomes. - **Calendar:** Program site team members can view a complete listing of all trainings, webinars, and other events sponsored by the Project SEARCH leadership team, with links to register or join. - **Reports:** This feature provides easy access to customizable, downloadable reports on program site partners, interns, and employment outcomes. - **Toolkit:** Users can find all documents and templates in the 'Essential Documents'—critical tools for implementing and managing a successful program site. There is also a folder with detailed instructions on entering program and intern specific information. - **Curriculum:** Users (especially instructors) can access the Employability Skills Curriculum and other supplemental curricula to instruct interns on critical skills needed for successful employment. - **PS Let's Chat:** This online discussion forum allows users to communicate with fellow Project SEARCH practitioners—ask questions, share tips and tools, or just check-in to see what's happening. - **Staff Training:** This section provides access to the Project SEARCH Academy, where Portal users can learn more about the Project SEARCH model through brief online courses. After completing these courses, users can take quizzes to earn certificates and continuing education credits. - **Video Library:** This dynamic collection of curated videos on Project SEARCH and related topics are available for users to view or share. They are great marketing and informational tools. - **VocFit:** This can be accessed via the Project SEARCH Member Portal and where users can complete assessments to assist in job/internship matching and view intern's measurable skills gain. Project SEARCH Employability Skills Curriculum (Refreshed Spring 2024): - The curriculum was developed by Project SEARCH with assistance from an international team of 25 Project SEARCH instructors. Each comprehensive lesson plan includes guidance for instructors, a minimum of 5 activities,

	a glossary of specialized terms, assessment ideas, and links to other resources. The curriculum can be customized to different host business sites and includes units in these subject areas: Team Building, Workplace Safety, Technology, Self-Advocacy, Maintaining Employment, Financial Literacy, Health and Wellness, Preparing for Employment, and Social and Communication Skills. Essential Documents: - A collection of approximately 100 documents designed to help all Project SEARCH teams adhere to Model Fidelity in order to implement and maintain a successful program. The documents were created by Project SEARCH leadership and are meant to provide a template that sites can customize to the needs of their particular host business, partners, and interns. Recorded Trainings/Webinars: - Regular interactions with Project SEARCH leadership covering a variety of topics, such as: VocFit, the Member Portal, the Annual Calendar, Employability Skills Curriculum, Roles and Responsibilities, and much more. Social Media: - Our international social media accounts, including Facebook, Instagram, and LinkedIn, are where stories about local Project SEARCH programs can be publicized along with intentional programmatic activities. Project SEARCH Website (www.projectsearch.us): - Access to the latest information about Project SEARCH, an introductory video, the Annual Conference, interest stories, the Project SEARCH Alumni Association, etc. Project SEARCH Program Specialist Connection: - Access to the Program Specialist connected to your location to provide technical assistance and problem-solving as needed to plan and implement your Project SEARCH program. Model Fidelity Self-Review Tool (Recommended Annually): - This is a tool that gives teams an opportunity to identify areas of quality improvement and Model Fidelity alignment. This can be completed by the team or facilitated by your Program Specialist. *Project SEARCH is focused on continuous improvement, making updates to our curriculum, materials, trainings, etc. on an ongoing basis to ensure we provide the most up-to-date content to new and existing programs.

SCHEDULE 1

Required Technical Assistance Activities	Detail	Timeline

Technical Assistance Step 1:
 	
Introduction and Planning for Project SEARCH (Virtual)
 	
Approximately 9 hours of content and group work that can be individualized for each team
	Pre-requisites to Introduction & Planning:
	- Meet with your Program Specialist to determine the training implementation timeline including your planning team members
	
	Part 1: Approximately 3 hours (All members of the planning and onsite team)
	
	• **Introductions**
	• **Model Overview**
	- History and Evolution of the Program
	- Program Description
	  ○ Program Classifications
	  ○ The Project SEARCH Model (including annual calendar and typical day)
	  ○ Complex and Systematic
	  ○ Benefits of Workplace Immersion
	  ○ Primary and Secondary Goals of the Program
	  ○ Roles and Responsibilities
	- Project SEARCH Annual Timeline
	
	Part 2: Approximately 3 hours (All members of the planning and onsite team)
	
	• **Model Fidelity**
	- A deep dive into all six (6) Model Fidelity components
	
	Part 3: Approximately 3 hours (All members of the planning and onsite team)
	
	• **Implementation Timeline & Task List**
	- Complete the Timeline and Task List guided by your Program Specialist with the planning team
	- Select a team lead and due date for each item
		Scheduled 6 – 9 months prior to program start date

SCHEDULE 1

Technical Assistance Step 2: **Project SEARCH Fundamentals (Virtual)** *8 modules ranging from 1-2 hours each*	Team members will be identified to attend the Project SEARCH Fundamentals based on their role. These are offered virtually throughout the year for new programs or new staff at established sites. We recommend that you attend the virtual sessions with your local partners. 1. The Model and The Mindset 2. Steering Committee 3. VocFit: How to Tie VocFit into the Program and Leverage for Success 4. Creating the Just Right Internship 5. Employment Planning Meetings 6. Job Search 7. Recruitment 8. Long-Term Follow Along ***In addition to the 8 Fundamentals, there are recorded trainings/webinars which support your understanding of the Project SEARCH model. Team members will be identified to watch specific webinars based on their role.*	Preferred completion prior to the start of the program year but no later than the end of the first year of program implementation

Technical Assistance Step 3:
 	
Internship Development On-Site Visit (In-Person)
 	
Approximately 12-16 hours or 2 days of on-site service
	Day 1: Internship Development Process (6 – 8 hours)
	
	Topics:
	- Tour the host business
	- Present Project SEARCH to host business site leadership
	- Identify internships based on Project SEARCH criteria
	  ○ Competitive and marketable skills
	  ○ Scaffolding of skills
	  ○ Variety of internship opportunities
	- Schedule time with the departments to develop internships:
	  ○ Observe the work of the department
	  ○ Meet with managers
	  ○ Identify the mentors
	  ○ Develop task lists
	  ○ Brainstorm possible accommodations / tools / work aids
	  ○ Discuss the use of VocFit before and during the internship process
		Prior to the start of the 1st program year; typically, between May - September

SCHEDULE 1

	Day 2: Team Specific Training (6 – 8 hours) Potential Topics (*customizable to the needs of your team*): - Day-to-Day Operations / Annual Calendar (Orientation, Transition Weeks, etc.) - Internships: scheduling, matching, preparation, intern support plans, assessment, manager/mentor training, etc. - Roles and Responsibilities - Curriculum: 9 Units, lesson plan format, sequencing, customization of plans to local needs - Skills Assessment Day - Member Portal - Steering Committee Meetings - Employment Planning Meetings - Problem Solving	
Technical Assistance Step 4: **Virtual Check-In with Steering Committee** *Approximately 1-2 hours of service*	Program Specialist will attend a Steering Committee meeting during the 1st program year to connect with team members about: - Model Fidelity - Data input of interns and internships - Internship process - Problem solving around interns, internships, etc. - Recruitment for the next cohort - Collaboration with partners - Funding - Continuous Improvement	During the 1st program year
Additional Paid Services	We offer other services at an additional cost. Please reach out to your Program Specialist and the Project SEARCH Business Office if you are interested. **Possible Topics:** - Model Fidelity Reviews - Team Retreats for Additional Training & Problem Solving - New Team Member Orientation - Additional Site Visits (outside of the scheduled on-site visit)	TBD

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Request for approval of a Consulting Services and License Agreement with Children's Hospital Medical Center, an Ohio nonprofit corporation, for a license to host a Project SEARCH site. Project SEARCH is a non-paid, hands-on, transition-to-work program for individuals with disabilities with the goal of preparing each intern for competitive, integrated employment upon completing this year-long internship. KCS has partnered with Covenant Health for two Project SEARCH programs, one at Parkwest Medical Center and one at Fort Sanders Regional Medical Center. At the start of the 24-25 school year, KCS started a 3rd site with Knox County Schools acting as the host business. This one-year program follows an academic school year calendar and is geared towards 8-10 selected students for each program who will be entering their last year of high school. As a host, KCS will pay an annual fee to receive resources/curriculum, training, and program implementation guidance.

Cost to Knox County Schools

350.00

Description and Type of Funding Source

General Purpose

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17273 **R-25-5-204**

COMMISSION

Meeting Date: 05/19/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Online Subscription Agreement with The DBQ Project for a license to access DBQ's proprietary online educational Social Studies materials at a cost of $71,231.25 for the term of July 1, 2025 through June 30, 2026. **(DEFER TO JUNE AT REQUEST OF SPONSOR)**

(Schools)

Attachments

Agreement

Fiscal Note

KNOX COUNTY SCHOOLS
ACADEMIC SUPPORTS

Sarah Searles
Supervisor of Academic Resources

Candice Janco
Administrative Assistant

[865] 594-2975

MEMORANDUM

TO: Dr. Keith Wilson, Assistant Superintendent of Academics

FROM: Sarah Searles, Supervisor of Academic Resources

DATE: April 11, 2025

RE: Agenda Item for May 2025 Board of Education Meeting

Dear Dr. Wilson et al,

In cooperation with Ms. Katherine Shultz, Supervisor of Social Studies, I am writing to request that an item be added to the May 2025 Board of Education meeting agenda to approve the attached Online Subscription Agreement for The DBQ Project.

This agreement would allow us to continue subscribing to The DBQ Project, a curriculum product which we have purchased for several years and anticipate needing the ability to renew at least through the next Social Studies adoption in 2027. Many of our currently adopted Social Studies materials do not qualify as high quality instructional materials, because the most recent adoption cycle in that content area was conducted before our current state laws, policies, and practices around selection of HQIM. Adding The DBQ Project to our curricular offerings allows us to ensure our students K-12 have the opportunity to receive a high quality and rigorous instructional experience in their Social Studies classes.

We have spoken with Knox County Procurement and confirmed that purchases with The DBQ Project will fall under the publication code, and that they therefore do not need us to run an RFP for these online materials. The quoted price will be covered under the regular GP budget for textbooks and will not pose an unexpected funding impact to the district.

Respectfully submitted,

Sarah Culp Searles

Sarah Culp Searles

DBQ Online Subscription Agreement

This DBQ Online Subscription Agreement ("Agreement") is made and entered into by and between The DBQ Project, an Illinois corporation ("DBQ") and Knox County SD TN, a school/school district with offices at P.O. Box 2188 Knoxville TN 37901 ("Subscriber"), collectively "the Parties."

Subscriber desires to obtain a license to access DBQ Online educational materials ("DBQ Materials") and DBQ is willing to grant such license in accordance with the terms and conditions set forth below, the *DBQ Project Quote* or District Purchase Order, the ***DBQ Online Terms of Use***, and the ***DBQ Online Privacy Policy***.

1. Primary Terms

1.1 License. This Agreement is to provide a License to Subscriber for DBQ Materials.

1.2 License Fee. Subscriber agrees to pay an annual license fee in the amount of $71,231.25. The pricing fee is based on the agreed upon in the DBQ Project Quote or District Purchase Order which reflects the schools included in the subscription. This is for year 4 of a 5 year Subscription which began July 1, 2022. Payment shall be due within 30 days of the execution of this Agreement.

1.3 Term. This Agreement shall commence on July 1, 2025 and expire on July 1, 2026 ("Term"). The Term may be renewed by a written instrument signed by each Party.

2. License

2.1 License. DBQ grants to Subscriber, and its authorized educators, administrators, and students enrolled in the schools as part of this license ("Authorized Users"), a limited, non-transferable, non-sub licensable, non-exclusive right and license to the DBQ Materials on DBQ Online at www.dbqonline.com for the duration of the Term. The specific content available for Authorized Users is detailed in the DBQ Project Quote or District Purchase Order. Authorized Users will be issued logins and passwords. Subscriber shall not knowingly permit anyone to share logins or passwords and will use reasonable efforts to ensure that Authorized Users do not divulge their logins and passwords to any third party.

2.2 Availability of Materials. Upon the start of the Term, DBQ shall make DBQ materials available to Subscriber and Authorized Users. At the end of the Term, Subscriber and Authorized User will no longer have access to the DBQ Materials.

2.3 IP Addresses. Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by Subscriber to DBQ. The use of proxy servers, such as parents' home computers, is permitted as long as any proxy server IP addresses provided limit the remote access to Authorized Users only.

2.4 Authorized Uses. Subscriber and Authorized Users may make use of the DBQ Materials solely as educational materials and in compliance with this Agreement and not for any commercial purposes. Subscriber is responsible for the use of the DBQ Materials of its Authorized Users.

2.5 Protection from Unauthorized Use. Subscriber shall use reasonable efforts to protect the DBQ Materials from any use that is not permitted under this Agreement and agrees to cooperate with DBQ's security team. In the event of any unauthorized use of the DBQ Materials by an Authorized User, (a) DBQ may terminate such offending Authorized User's access to the DBQ Materials, (b) DBQ may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (c) Subscriber shall terminate such Authorized User's access to the DBQ Materials upon DBQ's request.

3. License Fee

3.1 License Fee. The License Fee is set forth in 1.2 of this Agreement.

3.2 Additional Schools. If Subscriber wishes, at any time during the term of this Agreement, to add school(s) to this Agreement, Subscriber and DBQ will execute a *DBQ Subscription Addendum* which will include any additional fees and which will, when executed, become a part of this Agreement.

3.3 Tax Exemption. If Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes, Subscriber will furnish DBQ with copies of all relevant certificates demonstrating such tax-exempt status within 30 days of the execution hereof.

3.4 Refunds. In the event of an early termination or cancellation by Subscriber, no refunds will be allowed for 1-year contracts or multi-year contracts that are paid in full.

4. Term and Termination

4.1 Term. The Term is set forth in 1.3 of this Agreement.

4.2 Termination for Breach. In the event that either party believes that the other materially has breached any obligations under this Agreement, or if DBQ believes that Subscriber has exceeded the scope of the License, such party shall notify the breaching party in writing. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that the breach has been cured. If the breach is not cured within the thirty (30) day period, the non-breaching party shall have the right to terminate the Agreement without further notice. Upon Termination of this Agreement for cause, online access to the DBQ Materials by Subscriber and Authorized Users shall be terminated.

5. Copyright

5.1 Copyright Notice. Subscriber acknowledges that the DBQ Materials constitute copyrighted intellectual property of DBQ and are to be used solely by Subscriber, and Authorized Users, for internal classroom study only. Under no circumstance shall the DBQ Materials be disclosed to any other party, in any form, whether in print, video, social media, internet or any other written or digital form or used for any commercial purpose including but not limited to the sale of the DBQ Materials, fee-for-service use of the DBQ Materials, or bulk reproduction or distribution of the DBQ Materials in any form; nor may Subscriber impose special charges on Authorized Users for use of the DBQ Materials beyond reasonable printing or administrative costs. In the event Subscriber wishes to reproduce or copy the DBQ Materials in any form, Subscriber shall purchase DBQ Print Binders and follow DBQ print copyright policies.

5.2 Prohibited Use of Materials. Neither Subscriber nor any Authorized User may use, modify, adapt, reformat, download, upload, post, reproduce, broadcast, publish, display, perform, transfer or redistribute any DBQ Materials, including but not limited to student homework and test questions, in any form, format or media or by means of any technology, including to but not limited to homework sites, educational sharing groups, mail lists, electronic bulletin boards, newsgroups, content aggregators, file storage services or any other online destination, without obtaining the prior written authorization of DBQ. Subscriber shall not modify, manipu late, or create a derivative work of the DBQ Materials without the prior written permission from DBQ.

5.3 Removal of Copyright Notice. Subscriber may not remove, obscure, or modify any copyright or other notices included in the DBQ Materials.

5.4 Notice to Users. Subscriber shall make reasonable efforts to provide Authorized Users with notice of any applicable Intellectual Property or other rights applicable to the DBQ Materials. Subscriber shall make reasonable efforts to prevent the infringement of any Intellectual Property or other rights of DBQ in the DBQ Materials. Subscriber shall promptly notify DBQ of any infringement that comes to Subscriber's attention and take appropriate steps to avoid its recurrence.

6. Training/Support/Up-Time.

6.1 Training and Support. DBQ will offer installation support, including assisting with the implementation of any DBQ software. DBQ will provide appropriate training to Subscriber's staff relating to the use of the DBQ Materials. DBQ will offer reasonable levels of continuing support to assist Subscriber and Authorized Users in use of the DBQ Materials. DBQ will make its personnel available by email, phone or fax during regular business hours, Monday through Friday for feedback, problem-solving, or general questions.

6.2 Quality of Service. DBQ shall use reasonable efforts to ensure that DBQ's server or servers have sufficient capacity and rate of connectivity to provide the Subscriber and its Authorized Users with a quality of service comparable to current standards in the on-line information provision industry in the Subscriber's locale.

6.3 Up-Time. DBQ shall use reasonable efforts to provide continuous service Monday through Friday between 6 a.m. and 6 p.m. US Central Time, with an average of 98% up-time per month. The 2% down-time includes periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of additional DBQ Materials as they become available. DBQ is not responsible for downtime related to the failure of equipment or services outside the control of DBQ, including but not limited to public or private telecommunications services or internet nodes or facilities. Scheduled down-time will be performed at a time to minimize inconvenience to Subscriber and its Authorized Users.

6.4 Subscriber Remedy. If access to the DBQ Materials fails, Subscriber shall immediately notify DBQ and DBQ shall promptly use reasonable efforts to restore access to the DBQ Materials as soon as possible. In the event that the failure is not due equipment or services outside of the control of DBQ, if DBQ fails to repair the nonconformity in a reasonable time, DBQ shall reimburse Subscriber in an amount that the nonconformity is proportional to the total Fees owed by Subscriber under this Agreement. Refund of fees is the only remedy to which Subscriber is entitled.

7. Update of Materials.

7.1 Changes to DBQ Materials. Subscriber understands that from time to time the DBQ Materials may be added to, modified, or deleted from by DBQ and/or that portions of the DBQ Materials may migrate to other formats.

7.2 Completeness of Content. DBQ shall use reasonable efforts to ensure that the online content is at least equivalent to print versions of the DBQ Materials, and that such versions represent complete, faithful and timely replications of the print versions of such Materials. Moreover, DBQ agrees to cooperate with Subscriber to identify and correct errors or omissions.

7.3 Continued Training. DBQ will provide regular system and project updates to Subscriber as they become available. DBQ will provide additional training to Subscriber staff made necessary by any updates or modifications to the DBQ Materials or any DBQ software.

8. Warranty and Indemnification

8.1 Warranty. Subject to the Limitations set forth elsewhere in this Agreement, DBQ warrants that it has the right to license the rights granted under this Agreement to use DBQ Materials, that it has obtained any and all necessary permissions from third parties to license the DBQ Materials, and that use of the DBQ Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party. DBQ warrants that the physical medium, if any, on which the DBQ Materials is provided to Subscriber will be free from defects for a period of ninety (90) days from delivery.

8.2 Limitation on Warranty. Notwithstanding anything else in this Agreement, DBQ makes no representation or warranty, and expressly disclaims any liability with respect to the content of any DBQ Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trade mark rights, moral rights, or the disclosure of confidential information. None of DBQ Online, its affiliates, subsidiaries, or its or their officers, directors, employees or agents (collectively the "DBQ ONLINE PARTIES") endorse any teacher, student, teacher generated content, or performance data submitted through the services. You acknowledge that the services merely act as a platform that allows students to complete the reading assignments provided by their teachers. None of the DBQ ONLINE PARTIES is a party to or has any responsibility or liability with respect to any results caused by using the site or the services. We expressly disclaim any and all liability in connection with the foregoing.

Except for the express warranties stated herein, the DBQ Materials are provided on an "as is" basis, and DBQ disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the DBQ Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. DBQ makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. DBQ further expressly disclaims any warranty or representation to Subscriber, Authorized Users, or to any third party. In the event of any defects in the delivery or access to the DBQ Materials, DBQ's sole obligation shall be to cure any software defects in the online platform or, if unable to do so, so return a proportional amount of the Fees paid for the applicable student semester.

None of the DBQ ONLINE PARTIES shall be liable for any damages to, or viruses that may infect an Authorized User's computer equipment or other property on account of the Authorized User's access to or use of the site or the services. An Authorized User's use of DBQ Online is entirely at their own risk.

8.3 Damage Limitation. In no event shall DBQ be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of revenue, arising out of the use of or the inability to use the DBQ Materials. Except for the DBQ Indemnification set forth in 8.4.1 of this Agreement and any claim related to a failure to pay fees, to the maximum extent permitted by applicable law, the maximum total liability of either party for any performance or non-performance under this agreement shall be limited to the fees paid by Subscriber in a 12-month period.

8.4 Indemnification.

8.4.1 DBQ Indemnification. DBQ shall indemnify and hold Subscriber and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the DBQ Materials by the Subscriber or any Authorized User except if the infringement was caused by the Subscriber or Authorized User's misuse of the DBQ Materials or DBQ Online.

8.4.2 Mutual Indemnification. Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this

8.4.3 Agreement, provided that the indemnifying party is promptly notified of any such claims. Defense. The indemnifying party shall have the right to defend such claims at its own expense. The other party shall provide assistance in investigating and defending such claims as the indemnifying party may reasonably request and have the right to participate in the defense at its own expense.

9. General Contract Terms

9.1 Entire Agreement. This Agreement, the *DBQ Project Quote* or District Purchase Order, *DBQ Online Terms of Use*, the *DBQ Online Privacy Policy* and any executed *DBQ Online Subscription Addendum* (provided upon request) collectively constitute the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the license to use the DBQ Materials, whether oral or written. As required by state law, the district will post this Agreement on its website.

9.2 Amendments/Assignments. No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing and signed by the Parties. The Subscriber cannot assign its rights or responsibilities under this Agreement to another party without the prior written consent of DBQ.

9.3 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Cook, Illinois, or the federal district court for the Northern District of Illinois. DBQ shall be entitled to seek injunctive relief, or other equitable remedies, without the requirement to post a bond, from any court of competent jurisdiction.

9.4 Dispute Resolution. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

9.4.1 Mediation. In the event that the parties cannot by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within five (5) working days after such notice.

9.4.2 Legal Recourse. If the dispute is not resolved within thirty (30) calendar days after such meeting, then all disputes arising out of or relating to this Agreement shall be finally resolved by arbitration before a single arbitrator conducted in the English language in Chicago, Illinois, U.S.A. under the Commercial Arbitration Rules of the American Arbitration Association. The Parties shall equally bear the cost of the arbitration, except that the prevailing party shall be entitled to an award of reasonable attorneys' fees incurred in connection with the arbitration, as determined by the arbitrator.

9.5 Notice. All notices given pursuant to this Agreement shall be in writing and may be hand delivered or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by U.S. Mail or hand delivery to the specified address. All notices sent to Subscriber will be mailed to the address provided under the signature line of this Agreement. Notices to DBQ must be sent to **The DBQ Company, 1234 Sherman Avenue, Evanston, IL 60202, Attn: President**. Either party may from time to time change its Notice Address by written notice to the other party.

9.6 Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder, except payment of fees, if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes or other work stoppages, and/or any other cause beyond the reasonable control of the party whose performance is affected.

9.7 Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9.8 Waiver. The waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

9.9 Effective Date. The Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

Intending to be bound, the undersigned, being authorized parties, confirm their acceptance of this Agreement by signing below.

Name of School/District Representative

By: _____
Signature Required

Title: Supervisor of Academic Resources

Printed Name: Sarah Searles

Date: _____

400 W. Summit Hill Dr. SW
Street address for school/district

Knoxville, TN 37902
City, State, Zip

The DBQ Project

By: _____

Title: _____

Printed Name:
_____

Date: _____

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 8th day of May, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: _____

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

QUOTE

The DBQ Company
1234 Sherman Ave
Suite 100
Evanston IL 60202
United States

info@dbqproject.com

DATE:
3/24/2025
ESTIMATE #:
3461

BILL TO
Attn: Accounts Payable
Knox County Schools
P.O. Box 2188
Knoxville TN 37901
United States

SHIP TO
Attn: Katherine Shultz
KCS Textbook Warehouse
1000 N Central Street, #8
Knoxville TN 37917
United States

Regional Rep	Sites	Current Subscription End Date	Quote Type
Imali Kent	District-wide (Year 4 of 5YR, paying annually)	3/24/2025	POSSIBLE - Expansion

ITEM	Site Info	Title	QUANTITY	RATE	AMOUNT
NOTES	DBQ Online Access - Year 4 (2025-2026 SY) of 5YR Subscription (2022-2027) - Paying Annually		1	$0.00	$0.00
NOTES	Online Access 1yr for 49 Elementary Schools 2 titles @ $375 each per school		1	$0.00	$0.00

QUOTE

The DBQ Company
1234 Sherman Ave
Suite 100
Evanston IL 60202
United States

info@dbqproject.com

DATE:
3/24/2025
ESTIMATE #:
3461

ITEM	Site Info	Title	QUANTITY	RATE	AMOUNT
Online binder 1 year	49 Elementary Schools	Elementary : Elementary Mini-Qs V1	49	$375.00	$18,375.00
Online binder 1 year	**49 Elementary Schools**	**Elementary : Elementary Mini-Qs V2**	**49**	**$375.00**	**$18,375.00**
NOTES	Online Access 1yr for 17 Middle Schools 3 titles @ $375 each per school 1 title @ $400 per school		1	$0.00	$0.00
Online binder 1 year	**17 Middle Schools**	**US History : US History Mini-Qs V1**	17	**$375.00**	**$6,375.00**
Online binder 1 year	17 Middle Schools	World History : World History Mini-Qs V1	17	$375.00	$6,375.00
Online binder 1 year	**17 Middle Schools**	**World History : World History Mini-Qs V2**	17	**$375.00**	**$6,375.00**
Online binder 1 year	17 Middle Schools	US History : US History Mini-Qs NEW V1	17	$400.00	$6,800.00

QUOTE

The DBQ Company
1234 Sherman Ave
Suite 100
Evanston IL 60202
United States

info@dbqproject.com

DATE:
3/24/2025
ESTIMATE #:
3461

ITEM	Site Info	Title	QUANTITY	RATE	AMOUNT
NOTES	Online Access 1yr for 17 High Schools 4 titles @ $375 each per school 1 title @ $400 per school Plus 1 FREE title		1	$0.00	$0.00
Online binder 1 year	17 High Schools	US History : US History Mini-Qs V2	17	$375.00	$6,375.00
Online binder 1 year	17 High Schools	World History : World History Mini-Qs V3	17	$375.00	$6,375.00
Online binder 1 year	17 High Schools	Civics : Civics Mini Qs	17	$375.00	$6,375.00
Online binder 1 year	17 High Schools	Economics : Economics Mini-Qs	17	$375.00	$6,375.00
Online binder 1 year	17 High School	US History : US History Mini-Qs NEW V2	17	$400.00	$6,800.00
Online binder 1 year	17 High School FREE TITLE	World History : World History Mini-Qs NEW V3	17	$0.00	$0.00

QUOTE

The DBQ Company
1234 Sherman Ave
Suite 100
Evanston IL 60202
United States

info@dbqproject.com

DATE:
3/24/2025
ESTIMATE #:
3461

ITEM	Site Info	Title	QUANTITY	RATE	AMOUNT
Online binder 1 year	25% Discount for 5-year Subscription	25% discount	1	($23,743.75)	($23,743.75)
NOTES	**3 Alternative schools included at no cost** KAEC - MIni-Qs in Elementary V1, Elementary V2, US History V1, US History V2, World History V1, World History V2, World History V3, Civics, Economics Ridgedale - Mini-Qs in Elementary V1, Elementary V2, US History V1, World History V1, World History V2 Richard Yoakley - Mini-Qs in World History V3, US History V2, Civics, Economics		1	$0.00	$0.00
NOTES	Subscription Dates for Year 4 Start Date: September 1, 2025 End Date: September 1, 2026		1	$0.00	$0.00

QUOTE

The DBQ Company
1234 Sherman Ave
Suite 100
Evanston IL 60202
United States

info@dbqproject.com

DATE:
3/24/2025
ESTIMATE #:
3461

SUBTOTAL	$71,231.25
TAX	$0.00
TOTAL	$71,231.25

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve online subscription agreement for The DBQ Project

Cost to Knox County Schools

$71,231.25

Description and Type of Funding Source

GP Budget for FY26

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17274 **R-25-5-205**

COMMISSION

Meeting Date: 05/19/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Construction Contract with Porter Roofing Contractors, Inc. in the amount of $2,874,357.00 for a partial roof replacement at Gibbs High School. *(Schools)*

Attachments

Resolution

Contract

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONSTRUCTION CONTRACT WITH PORTER ROOFING CONTRACTORS, INC. IN THE AMOUNT OF $2,874,357.00 FOR A PARTIAL ROOF REPLACEMENT AT GIBBS HIGH SCHOOL.

RESOLUTION: **R-25-5-205**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Board of Education has determined the need for a partial roof replacement at Gibbs High School; and

WHEREAS, the Knox County Procurement Division conducted a competitive bid process for the construction of the partial roof replacement and it has been determined that Porter Roofing Contractors, Inc. submitted the lowest responsible and responsive bid to perform the work; and

WHEREAS, the proposed agreement with Porter Roofing Contractors, Inc. for the partial roof replacement at Gibbs High School is in the amount of $2,874,357.00; and

WHEREAS, at its regularly scheduled meeting on May 8, 2025, the Knox County Board of Education approved the contract with Porter Roofing Contractors, Inc. for a partial roof replacement at Gibbs High School.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The agreement with Porter Roofing Contractors, Inc. for a partial roof replacement at Gibbs High School is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the agreement with Porter Roofing Contractors, Inc. for a partial roof replacement at Gibbs High School shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Tenth day of April in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Knox County Board of Education
P.O. Box 2188
Knoxville, TN 37901

and the Contractor:
(Name, legal status, address and other information)

Porter Roofing Contractors, Inc.
9057 Manchester Highway
Morrison, TN 37357

for the following Project:
(Name, location and detailed description)

Partial Roof Replacement for: Gibbs High School
7622 and 7628 Tazewell Pike, Corryton TN 37721
Replacement of the roof of the main high school building excluding the three (3) roof areas that were replaced in 2024, the CTE (former elementary school) building, and other Work including but not limited to blast cleaning and painting of gas lines and roof ladders, and the addition and replacement of roof ladders as indicated in the Contract Documents.

The Architect:
(Name, legal status, address and other information)

Thomas Caldwell, Architect Sole Proprietor
6500 Papermill Drive
Suite 211
Knoxville, Tennessee 37919

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/

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User Notes:
(1882810731)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

Init. /

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User Notes: (1882810731)

[X] Not later than One Hundred Thirty (130) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Eight Hundred Seventy-four Thousand Three Hundred Fifty-seven Dollars ($ 2,874,357.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	N/A

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Allowance No. 01: Rigid Roof Insulation (20,500 s.f.)	$20,500.00
Allowance No. 02: Metal Roof Decking Overlay (4,000 s.f.)	$32,000.00
Allowance No. 03: Tectum Roof Decking (2,300 s.f.)	$21,850.00
Allowance No. 04: New Roof Drain (ten (10) new roof drains)	$7,500.00
Allowance No. 05: Plywood Roof Decking (790 s.f.)	$1,975.00
Allowance No. 06: 2X6 Pressure Treated Wood Blocking (400 l.f.)	$2,000.00
Allowance No. 07: 2X8 Pressure Treated Wood Blocking (400 l.f.)	$2,200.00
Allowance No. 08: 2X10 Pressure Treated Wood Blocking (400 l.f.)	$2,400.00
Allowance No. 09: 2X12 Pressure Treated Wood Blocking (400 l.f.)	$2,600.00
Allowance No. 10: Roof Ladders (six (6) roof ladders)	$12,000.00

Init. /

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User Notes:
(1882810731)

Allowance No. 11: 2x6 Pressure Treated Wood Fascia (100 l.f.)	$500.00
Allowance No. 12: Contingency Allowance	$75,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Unit Price No. 01: Rigid Roof Insulation	Square Feet	$1.00
Unit Price No. 02: Sheet Metal Roof Decking Overlay	Square Feet	$8.00
Unit Price No. 03: Tectum Roof Decking	Square Feet	$9.50
Unit Price No. 04: New Roof Drain	Each	$750.00
Unit Price No. 05: Plywood Roof Decking	Square Feet	$2.50
Unit Price No. 06: 2X6 Pressure Treated Wood Blocking	Linear Feet	$5.00
Unit Price No. 07: 2X8 Pressure Treated Wood Blocking	Linear Feet	$5.50
Unit Price No. 08: 2X10 Pressure Treated Wood Blocking	Linear Feet	$6.00
Unit Price No.09: 2X12 Pressure Treated Wood Blocking	Linear Feet	$6.50
Unit Price No. 10: Replacement of Roof Ladder	Each	$2,000.00
Unit Price No. 11: 2X6 Pressure Treated Wood Fascia	Linear Feet	$5.00

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

As actual damages for any delay in completion are impossible of determination, the Contractor and his sureties shall be liable for and shall pay to the Owner the sum of Seven Hundred Fifty and no/100 Dollars ($750.00) as fixed, agreed, and liquidated damages for each calendar day of delay beyond the date of Substantial Completion until a Certificate of Substantial Completion is executed by the Owner, the Architect, and the Contractor. If Final Completion is not achieved within forty-five (45) calendar days after Substantial Completion, the Contractor shall pay the Owner Two Hundred Fifty and no/100 dollars ($250.00) per calendar day as secondary liquidated damages until Final Completion is achieved.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 10th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following

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month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%) for completed work and suitably stored materials

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

Init. /

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§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

Retainage to be withheld in the amount to be determined by the Architect equal to the value of incomplete Work.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

N/A

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

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If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

No additional fee

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Doug Shover, Director
Facilities and Construction
Knox County Schools
P.O. Box 2188
Knoxville, TN 37901
865-594-1825
Douglas.shover@knoxschools.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jeremy Owens
Porter Roofing Contractors, Inc.
9057 Manchester Highway
Morrison, TN 37357
931-668-2298
jeremyowens@porter-roofing.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Contract Documents.

§ 8.6

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§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

(Paragraphs deleted)

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5 Drawings

Number	Title	Date
See attached Exhibit "A" - List of Contract Drawings		

.6 Specifications

Section	Title	Date	Pages
See attached Exhibit "B" – Table of Contents			

.7 Addenda, if any:

Number	Date	Pages
Addendum No. 01	March 17, 2025	15

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 73 00	KCS Supplementary General Conditions	February 7, 2025	7

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or

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proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

N/A

This Agreement entered into as of the day and year first written above.

See Attached Signature Page

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

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KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 8th day of May, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: _____

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

EXHIBIT "A"

SECTION 00 01 15 – LIST OF CONTRACT DRAWINGS

The following drawings, identified as "Partial Roof Replacement for: Gibbs High School" comprise the list of Contract Drawings:

ARCHITECTURAL

C	COVER SHEET
A1	COMPOSITE ROOF PLAN – GIBBS HIGH SCHOOL MAIN BUILDING
A2	PARTIAL ROOF PLAN - GIBBS HIGH SCHOOL MAIN BUILDING NORTH
A3	PARTIAL ROOF PLAN - GIBBS HIGH SCHOOL MAIN BUILDING EAST
A4	PARTIAL ROOF PLAN - GIBBS HIGH SCHOOL MAIN BUILDING WEST
A5	ROOF PLAN AND DETAILS – CTE BUILDING
A6	SECTIONS AND DETAILS - GIBBS HIGH SCHOOL MAIN BUILDING
A7	SECTIONS AND DETAILS - CTE BUILDING
A8	TYPICAL ROOF DETAILS
A9	ROOF LADDER SECTIONS AND DETAILS
A10	TYPICAL ROOF DETAILS

End of Section

EXHIBIT "B"

PARTIAL ROOF REPLACEMENT FOR:
GIBBS HIGH SCHOOL
KNOXVILLE, TENNESSEE

COMM. NO.: 2417

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KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Approve the construction contract for the partial roof replacement at Gibbs High School with Porter Roofing Contractors, Inc., in the amount of $2,874,357.00.

Cost to Knox County Schools

$2,874,357.00

Description and Type of Funding Source

Capital Improvement Plan

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17276 **R-25-5-206**

COMMISSION

Meeting Date: 05/19/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving contracts with Carolina Premier Window Films, Energy Control Consultants, Inc., and Tennessee Window Films, LLC for the provision of Security Window Films and Installation Services up to $750,000.00 annually for the term of August 1, 2025 through July 31, 2026, which may be extended for four (4) additional years.

(Schools)

Attachments

Resolution

Carolina Premier Window Films Contract

Energy Control Consultants Contract

Tennessee Window Films Contract

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING CONTRACTS WITH CAROLINA PREMIER WINDOW FILMS, ENERGY CONTROL CONSULTANTS, INC., AND TENNESSEE WINDOW FILMS, LLC FOR THE PROVISION OF SECURITY WINDOW FILMS AND INSTALLATION SERVICES UP TO $750,000.00 ANNUALLY FOR THE TERM OF AUGUST 1, 2025 THROUGH JULY 31, 2026, WHICH MAY BE EXTENDED FOR FOUR (4) ADDITIONAL YEARS.

RESOLUTION: **R-25-5-206**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County Schools desires to have a contractor provide Security Window Films and Installation Services; and

WHEREAS, the Knox County Procurement Division conducted a competitive bid process for this purpose and it has been determined that Carolina Premier Window Films, Energy Control Consultants, Inc., and Tennessee Window Films, LLC submitted the bids that are most responsible and responsive and best conform to the specifications and needs of Knox County and the Knox County Schools; and

WHEREAS, the proposed contracts with Carolina Premier Window Films, Energy Control Consultants, Inc., and Tennessee Window Films, LLC are effective for a one (1) year term beginning on August 1, 2025 and may be extended for four (4) additional years, one (1) year at a time, which may result in a total of five (5) years; and

WHEREAS, at its regularly scheduled meeting on May 8, 2025, the Knox County Board of Education approved the contracts with Carolina Premier Window Films, Energy Control Consultants, Inc., and Tennessee Window Films, LLC for the provision of Security Window Films and Installation Services up to $750,000.00 annually.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contracts with Carolina Premier Window Films, Energy Control Consultants, Inc., and Tennessee Window Films, LLC for the provision of Security Window Films and Installation Services are hereby adopted and approved in substantive form as presented this date, copies of which are attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contracts with Carolina Premier Window Films, Energy Control Consultants, Inc., and Tennessee Window Films, LLC for the provision of Security Window Films and Installation Services shall be executed subject to such amendment or action not affecting the substantive provisions of the contracts as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

KNOX COUNTY GOVERNMENT

AND

CAROLINA PREMIER WINDOW FILMS

This Contract made and entered into this _____ day of _____, 2025 by and between **Knox County Government** through its governing body and authorized representative, hereinafter referred to as "**Knox County" and Carolina Premier Window Films** hereinafter referred to as **"Contractor."**

Whereas, County requested sealed bids for the provision of Security Window Films and Installation Services for Knox County Government, (Invitation for Bid 3634);

Whereas, Contractor submitted a Bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by Knox County;

Whereas, Contractor agrees and undertakes to provide Security Window Films and Installation Services to Knox County, as set forth in the Invitation for Bid, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the Knox County Government, the Contractor agrees in all respects, to be governed by the Invitation for Bid specifications and the Contractor's response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this contract. This contract commences on the 1st day of August 2025, and ends the 31st day of July 2025, unless terminated in conformity with the terms of this contract as contained in paragraphs 7 and 8. Upon the mutual agreement of Knox County and the Contractor, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years.

2. Payment. Knox County shall pay Contractor the amount as agreed upon in Knox County's Invitation for Bid 3634 for Security Window Films and Installation Services as follows:

See Attachment "B" Contractor's Written Response to Invitation for Bid 3634

Pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed.

3. **Placement of Orders.** Knox County departments and agencies will place orders with the Knox County Procurement Division. Knox County Procurement will issue purchase orders to the Contractor. Only purchase orders issued by Knox County Procurement shall be honored.

4. **Invoicing and reporting requirements.** Contractor shall invoice Knox County upon the successful completion of all aspects of a particular job. Contractor is hereby cautioned that it can take a minimum of 30 days to process invoices.

As several different departments may use this contract, please adhere to the following guidelines:

For KCSMO mail all invoices to:

Knox County Schools Maintenance & Operations
Purchasing Supervisor
900 East Fifth Avenue
Knoxville, Tennessee 37917

For Knox County Departments mail all invoices to:

The address listed on the Purchase Order for the ordering department.

5. **Pricing and Escalation.** Contractor warrants that the unit pricing stated in Attachment "B" shall remain firm for a period of one (1) year from the first day of the contract period. If the Contractors price is increased after the first year, Knox County must give written approval before the increase shall become effective. Requests for price adjustments must be submitted at least sixty (60) days in advance of the date the price increase is requested. Justification for the requested adjustment (costs of labor and/or materials) must be accompanied by appropriate documentation.

6. **Safety.** The successful vendor shall exercise all safety measures associated with the services to be performed under this contract and hereby warrants that all employees working under this contract have been trained in the proper and safe practices of Security Window Films and Installation Services and related duties.

7. **Termination.** Knox County may terminate this contract with or without cause, upon written notice of not less than thirty calendar days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed written permission of Knox County. The agencies utilizing this Contract may also terminate their individual participation by written notice.

Should the Contractor fail to provide Security Window Films and Installation Services as detailed herein, Knox County will communicate the **problem(s) to the Contractor** verbally and keep a written record as to what the problem(s) are and when the contractor was contacted.

The Contractor shall have 72 hours to rectify the problems. If the same or other problems persist or reoccur, Knox County may terminate the contract.

8. Appropriations. In the event no funds are appropriated by Knox County for Security Window Films and Installation Services in any fiscal year or insufficient funds exist to provide the services, then the contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party.

9. Independent contractor. Contractor and Contractor's employees shall serve as independent contractors and County shall not be in any manner responsible for any payment, insurance, or incurred liability.

10. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Miscellaneous Construction and Renovation Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

11. Criminal background check. Contractor agrees to comply with Tennessee Code Annotated Section 49-5-413. As required under the statute, Contractor will provide fingerprinting and criminal history records checks, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation, for all employees, subcontractor personnel and students that will enter the grounds of any of the schools (previously defined as premises) in performance of the Services in this contact before permitting the employee, subcontractor personnel or student to have contact with students or enter school grounds when students are present. Criminal background checks are the expense of the Contractor. If the employee or subcontractor personnel has previously had a criminal history check in accordance with Tennessee Code Annotated Section 49-5-413, Contractor shall provide a copy of the criminal background check to the Knox County and this will serve as compliance with said requirement.

12. Severability clause. If any provision of this contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

13. Prohibition against assignment. Contractor shall not assign this contract to any party, company, partnership, incorporation, or person without prior specific written consent of Knox County.

14. Jurisdiction. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

15. Right to inspect. Knox County reserves the right to make periodic inspections of the manner and means the services are performed.

16. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

17. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the contract for inspection by Knox County or by any other governmental entity or agency participating in the funding of this contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that **represent the Contractor's costs** of manufacturing, acquiring or delivering the products and services governed by this contract.

18. Limitations of liability. In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

19. Contractor shall indemnify, defend, save and hold harmless, Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the **contract by Contractor**, its subcontractors, agents or employees or due to any negligent act or occurrence or omission or **commission of Contractor**, its subcontractors, agent, or employees.

20. Delivery. Contractor shall render Security Window Films and Installation Services for Knox County in accordance with the **Contractor's** schedule and coordinated with Knox County or its designee.

21. Contract documents. It is mutually agreed by both parties that the following documents are made part of this contract and are incorporated herein by reference:

a. Invitation for Bid 3634
b. Contractor's Written Response to Invitation for Bid 3634

It is agreed that this contract, represents the **entire contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this contract to be executed on the day and year first above written.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County board of Education on the _____

Day of _____ , 2025, as reflected in its minutes, and certified by its Chairperson.

_____ _____

BOARD CHAIR – Signature **BOARD CHAIR – Printed Name**

Date _____

KNOX COUNTY GOVERNMENT

_____ _____

MAYOR – Signature **MAYOR – Printed Name**

Date _____

KNOX COUNTY LAW DIRECTOR

CONTRACT #: 25-221(a) **KNOX COUNTY, TENNESSEE**
APPROVED AS TO LEGAL FORM

_____ _____

Law Director's Office – Signature **Law Director's Office – Printed Name**

Date _____

CAROLINA PREMIER WINDOW FILMS

_____ _____

AUTHORIZED SIGNATURE **PRINTED NAME**

DATE _____

Attachment "A"

Invitation for Bid #3634

Security Window Film and Installation Services

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Security Window Film and Installation** as specified herein. Bids must be received by **2:00 p.m.** on **March 18, 2025**. Late bids will be neither considered nor returned.

Please Deliver Bids to:

Bid Number 3634
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name and Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Donnie Fawver, CPPB, Construction & Contract Specialist/Senior Buyer, at 865.215.5756. Questions may be emailed to donnie.fawver@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/Procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, vendor can file a report online by accessing https://www.knoxcounty.org/audit/hotline.php. **Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on, an "all or none" basis, or by a multiple award, whichever is in the best interest of the County. Knox County reserves the right to not make an award.

1.6 **BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register, or submit their bid, electronically less than twenty-four (24) hour prior to the bid opening time.

Responses must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

1.7 **BID EXPENSES:** Expenses for developing the bids are entirely the responsibility of the bidder and shall not be chargeable in any manner to Knox County.

1.8 **BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions peculiar to specific brand products are made to establish a required level of quality and functional capabilities and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in their bid.

Or Equal does not mean the manufacturing process, but rather that the item will perform in the manner needed by the County. It shall be the responsibility of the bidders, including bidders whose product is referenced, to furnish with their bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of their bid.

1.9 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a small, minority or woman owned business and would like additional information about our Business Outreach Program please contact:

Diane Woods, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.10 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.11 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.

1.12 **DUPLICATE COPIES:** Knox County **requires** that bids being submitted by hand be one (1) marked original and one (1) exact copy.

1.13 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will** accept electronically transmitted bids through the County's On-Line Purchasing System. Facsimile and email submission is strictly prohibited.

1.14 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.15 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.

1.16 **NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.17 **NON-DISCRIMINATION:** Vendors, during the performance of this Contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

1.18 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific items(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the Knox County Credit Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

1.19 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.

1.20 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

1.21 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidder's ability.

1.22 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids submitted on paper shall:

- Be submitted on recycled paper;
- Not include pages of unnecessary advertising;
- Be made on both sides of each sheet of paper.

1.23 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **March 7, 2025 by 4:30 p.m.** These requirements also apply to specifications that are ambiguous.

1.24 **SIGNING OF BIDS:** When submitting your bid, in order to be considered all bids must be signed. Please sign the original in blue ink. When submitting electronically, the submission of the bid constitutes the acceptance of all terms and conditions and will legally bind the Vendor to the County's request for goods and/or services and the Vendors subsequent response.

1.25 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.26 **TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.

1.27 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Nondiscrimination on Federally Assisted Programs" — "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000d. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.

1.28 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.29 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

1.30 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders' list for twenty-four (24) months.

1.31 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/Procurement. Select the Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid less than twenty-four (24) hours prior to the bid opening time.

1.32 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract which have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits. All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. ***COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO BID REJECTION.***

2.7 **CRIMINAL HISTORY CHECK:** Any and all contractors, sub-contractors, successful vendors, vendor employees and school employees agree to comply with Tennessee Code Annotated Section 49-5-413. Tennessee Code Annotated Section 49-5-413 requires that all parties providing services at Knox County Schools must submit to a criminal history records check at their expense. The criminal history check is to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the party to have contact with students or enter school grounds when students are present.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum..

2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent Contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.14 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.15 **LIMITATION OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NO BOYCOTT OF ISREAL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Invitation for Bid, (3) Bid Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.19 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.23 **TERMINATION:** Knox County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The Knox County Schools Maintenance and Operations Department (KCSMO) intends to establish a term Contract with a vendor to provide Security Window Film and Installation as requested by KCSMO. Award will be based on Best Value. Best Value means more than low cost. It includes cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute an acceptance of goods or services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITION/DELETION OF GOODS/SERVICES:** Knox County may, but shall not be required to, request the vendor to add goods/services for Knox County. The successful vendor agrees that upon written designation by Knox County, it will add such goods/services under this Contract. Pricing for any additional goods/services will be negotiated with the vendor. Approvals must be in writing; there will be no verbal authorizations. Knox County may delete from the Contract goods/services in the pricing sheet without terminating the entire Contract.

3.4 **AWARD STATUS:** Knox County intends to issue a one-year (1) award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years.

Knox County and the Knox County Schools reserves the right to purchase these services from other sources if the need arises. Knox County and Knox County Schools reserves the right to revoke the award if these services are not satisfactory or a pattern of unavailability arises.

3.5 **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.

3.6 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.7 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

3.8 **CONTACT PERSONNEL:** It shall be essential to the success of this term contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two vendor contacts to handle billing inquiries and service-related issues. In the event one or both contacts leave the Knox County account, the successful bidder shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County to avoid any interruption of service.

3.9 **CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful bidder(s). The Knox County Procurement Division will draft this contract and no vendor forms, (e.g. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as Contract documents or as Contract attachments.

3.10 **DESTINATION AND DELIVERY:** Bidders are to include all destination and delivery charges in their price. **There will be no extra hidden charges.**

3.11 **DRUG-FREE WORKPLACE:** If **CONTRACTOR** has five (5) or more employees receiving pay: **CONTRACTOR** shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall Provide the Affidavit required by Public Acts, 2000, Chapter 918. **CONTRACTOR** shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.

3.12 **ENTRANCE TO KNOX COUNTY SCHOOL SITES:** Only authorized employees of the successful vendor(s) are allowed on the premises of Knox County School buildings. Vendor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Vendor(s). All employees must wear a company uniform or name badge identified with the Company name at all times.

3.13 **EVALUATION CRITERIA:**

Price	100 points

3.14 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.15 **INSURANCE CHECKLIST:** Vendors and their insurance agents must sign the attached insurance requirement form and submit it with their bid. This serves as proof that the vendor can and will obtain and maintain the insurance required for this project. **Upon notification of intent to award, the successful vendor shall be required to submit a Certificate of Insurance along with all endorsement pages showing the specified coverage and listing Knox County Government as additional insured.** The successful vendor must maintain the required insurance coverage with no lapse in coverage. If found to have a lapse in insurance coverage the vendor may be immediately terminated and debarred from doing business with Knox County and Knox County Schools.

3.16 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.

3.17 **INVOICING REQUIREMENTS:** KCSMO prefers to use Credit Cards as payment for these services. As several different departments may use this Contract, please adhere to the following guidelines for KCSMO. **Follow the guidelines of other departments when they purchase from you**. Do not put KCSMO charges on any other department and do not put the charges of other departments on KCSMO.

3.17.1 **MAIL ALL INVOICES FOR KCSMO TO:**
Knox County Schools Maintenance & Operations
Purchasing Supervisor
900 East Fifth Avenue
Knoxville, Tennessee 37917

3.17.2 **TRACKING NUMBER:** All invoices must have a Knox County Purchase Order number on them or they will be returned. Knox County Schools uses Purchase Order numbers for tracking. You will only have one number per invoice. If paid by credit card no tracking number will be required.

3.17.3 **INVOICE DETAIL:** At a minimum, these items must be shown on the invoice:

- **a.** The grand total amount
- **b.** An itemized list detailing the description, quantity and cost of each item or service provided (not if the job was a "Not to Exceed" project.)
- **c.** The location delivered to (e.g. XYZ School or Maintenance 5th Avenue)
- **d.** The date the work/materials were performed/delivered
- **e.** A statement that the price invoiced is per the bid/quote
- **f.** The Purchase Order Number

3.17.4 **SUBMIT ONE ORIGINAL INVOICE AND ONE COPY OF IT.**

3.17.5 **INVOICES ARE TO BE ORIGINAL, WITH A UNIQUE REFERENCE NUMBER. PREFERABLY INVOICES WILL BE WHITE.**

3.17.6 **REVIEW OF INVOICES:** Invoices will be reviewed for adherence to bid terms and/or the quotation.

3.17.7 **VARIATION:** Variation from the terms of our bids or quotations is strictly prohibited. It will help speed your payment if your invoice notes the bid number or name. It will be even more helpful if your invoice clearly states that the charges are in accordance with the bid or quotation terms. While failure to follow these guidelines may slow down the payment process, following these steps will help you receive payment faster.

3.17.8 **UNPAID INVOICES:** If invoices for KCSMO are unpaid after thirty (30) days, please contact Purchasing Supervisor at 865.594.3635 to ascertain the status.

3.18 **NEW MATERIAL:** Unless specified otherwise in the bid package, Contractor(s) must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of the bid. Refurbished or remanufactured materials **will not** be accepted.

3.19 **NEWS RELEASES BY CONTRACTORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

3.20 **NO CONTACT POLICY:** After the date and time the bidder receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this bid is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.21 **OPEN BIDDING INTENDED:** It is the intent and purpose of Knox County that this Invitation for Bid promotes competition. It shall be the bidder's responsibility to advise the Procurement Division if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Invitation for Bid. Such notification must be submitted in writing and must be received by the Procurement Division no later than **March 7, 2025 by 4:30 p.m.** local time.

3.22 **PRICING:** Vendors are to quote a firm fixed price for the next twelve (12) months. The price may not change during the term of the contract. However the vendor may request a price increase at each renewal period. A request for a price increase must be accompanied by proof of increased price to the vendor. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected the vendor may:

3.22.1 Continue with existing prices;
3.22.2 Not accept the renewal offer;
3.22.3 Request a lower price increase.

If a price increase is approved by Knox County, the approval notification will be done in writing and the Contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.23 **QUANTITIES:** Knox County does not guarantee any quantities of items or services to be purchased. Knox County will purchase these items or services on an as-needed basis.

3.24 **REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.

3.25 **REMOVAL OF VENDORS' EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the successful vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.

3.26 **REPRESENTATIONS OF CONTRACTOR:** The Contractor represents and warrants:

3.26.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished by it; and
3.26.2 That the firm is familiar with all Federal, State, municipal and county laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to, any special acts relating to the work or to the project of which it is a part; and
3.26.3 That such temporary and permanent work required by the Contract Documents as is to be done by the firm can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and
3.26.4 That the firm has carefully examined the plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

3.27 **RIGHT TO SEPARATELY BID PROJECTS:** KCS reserves the right to separately bid any project when it is in their best interest.

3.28 **SAFETY:** Vendor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, appurtenances and furnishings shall be protected by the Vendor from damage, which might be done or caused by work performed under this Contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the Vendor. The contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.

The vendor shall erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury. The vendor shall assume all responsibility for properly securing the work area for the safety of its employees, school staff, students and the general public.

3.29 **SCHEDULING OF WORK:** Vendor(s) shall cooperate with officials in performing work so that interference with the normal program will be held to a minimum. Work will normally be scheduled for regular work hours and not for overtime hours.

3.30 **SIGN-IN FOR KNOX COUNTY SCHOOLS:** Vendors must sign the Vendor Check-In Log at each school site where work is to be performed. Ask for the "Maintenance & Contractor's Sign-in Book" in the office area. Failure to sign-in will negate KCSMO responsibility to pay the resulting invoice. Vendors do not have to sign-in if the office area of the facility is locked.

3.31 **SUB-CONTRACTING:** Any sub-contracting must be approved, in advance, by both Knox County and KCSMO. Knox County and KCSMO may terminate the Contract if sub-contracting is done without approval.

3.32 **SUB-CONTRACTORS:** Bidders are strongly encouraged to solicit minority owned and operated sub-contractors for this bid and during the duration of the award.

3.33 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation by **March 7, 2025 by 4:30 p.m.** local time. Submit questions as noted in Section 1.1.

3.34 **VALUE ADDED RELATIONSHIP:** Knox County intends for this bid to result in a relationship with a vendor. Knox County desires a long-term relationship with a vendor in which common goals are shared. Among those goals are:

3.34.1 Fair and equitable treatment of vendor and owner.
3.34.2 Vendor expertise in methods of cost reduction. Vendors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.
3.34.3 Vendor involvement in the school system or a specific school on a non-business basis.

SECTION IV SPECIFICATIONS

4.1 **SECURITY WINDOW FILM:** This specification is for an optically clear glass shatter resistant and abrasion resistant window film which, when applied to the interior window surface, will help hold broken glass together and reduce the ultra-violet light that normally would enter through the window. This is an easily applied, tear-resistant safety and security window film designed to provide an increased measure of protection in a broad range of uses including basic glass fragment retention, spontaneous glass breakage, seismic preparedness, safety glazing, bomb blast mitigation, Smash and Grab or Break and Entry events. Certain applications may require the film be used in conjunction with a film attachment system.

4.1.1 **PRODUCT FEATURES & BENEFITS:**
- Optically clear
- Applies to interior glass surfaces
- Protect from broken glass hazards
- Extends the life of furnishings by significantly reducing harmful UV rays

4.1.2 **APPLICATIONS:**
- Bomb Blast Mitigation
- Safety Glazing
- Deter Break & Entry
- Building Envelope Protection
- Spontaneous Glass Breakage
- Seismic Preparedness

4.1.3 **TESTING:** Must meet, at a minimum, the following:
- ANSI Z97.1
- CPSC 16 CFR 1201

4.2 **DETAILED SUBMITTAL:** Vendors **must** submit a factory detailed sheet with their bid listing all standard equipment for the security window film and installation as specified above. Vendors are to include all costs associated with each detailed item on this sheet. This is to ensure all products are bid as specified.

Note: Failure to respond to Section 4.2 may be just cause for rejection of bid.

4.3 **FILM MATERIAL:** The film color is clear and will not contain dyed polyester. The film shall have a nominal thickness of 8 mils or more (0.008 inches). There shall be no evidence of coating voids.

4.4 **PAYMENT FOR SERVICES:** All quotes and invoices must list a price for materials and must list a price for labor as listed in Section V.

4.5 **TIMEFRAMES:** Vendor shall quote specific timeframes by which work will commence once a purchase order or credit card order is received. Vendor shall be held to timeframes except in extraordinary circumstances.

4.6 **INDIVIDUAL PROJECT COST PREPARATION:** Contractor may be required upon request to prepare and submit (prior to commencing work) a written quotation to provide a turn-key project. The quotation shall include all cost required to provide a complete and full installation at a given location. The pricing shall include but not be limited to the cost of design, permits, labor, materials, a detailed description of the scope of work, and any required subcontracted services. The quotation shall remain firm for ninety (90) days from the date of receipt by Knox County. All estimation and quotation preparation shall be provided at no cost or obligation to Knox County.

BIDDERS NEED NOT RETURN PAGES ONE (1) THROUGH ELEVEN (11) WITH THEIR BID

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3634 SECURITY WINDOW FILM AND INSTALLATION

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor Name _____

5.2 Vendor Address _____

City_____State _____Zip_____

5.3 Telephone Number _____ Fax Number _____

5.4 Vendor Number as assigned by the Knox County Procurement Division_____

5.5 Contact Person _____

5.6 Contact Person's email address_____

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

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature _____
(Sign in blue ink)

5.8 Vendor's Knox County Business License Number _____
(If Applicable*) Attach A Copy Of The License.*

5.9 Do you accept the Terms and Conditions of the bid? Yes _____ No _____

With Exceptions _____

5.10 I acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1_____Addendum 2_____Addendum 3_____Addendum 4_____

5.11 Will you accept Credit Card payments as per Section 1.18? Yes _____ No _____

5.12 Did you include the Criminal History Records Check as per Section 2.7? Yes _____ No _____

5.13 Did you include the Drug-Free Workplace as per Section 3.11? Yes_____ No _____

5.14 Did you include the Insurance Checklist as per Section 3.15? Yes _____ No _____

5.15 Did you include the Detailed Submittal as per Section 4.2? Yes _____ No _____

5.15 Cost per Square Foot for Security Window Film (or equal), Price must include an anchoring system:

$_____

5.16 Cost per Square Foot for Labor to Install the film: $_____

5.17 Vendors may submit other information relative to the services to be performed under this Contract. Vendors may also list other equipment, not specifically stated, that may be used to perform the services requested. Please attach this to your bid response.

SECTION VI SPECIFICATIONS CHECKLIST FOR BID 3634 SECURITY WINDOW FILM AND INSTALLATION

VENDOR_____

Bidders must complete the Specifications Checklist and return with their bid. If submitting electronically, bidders must attach the Specifications Checklist with their response. Bidders are to indicate if the product being bid meets the minimum specifications by marking the "Yes" or "No" box. If the minimum specification is not met, bidder must explain in the "Comment" section of the checklist. Bidders may include additional sheets if needed.

6.1 TECHNICAL SPECIFICATIONS

Manufacturer: _____

Brand Name: _____

Model # / Product Code: _____

Specification	Yes	No	Comment
Optically Clear			
Applies to Interior Glass Surfaces			
Protect from Broken Glass Hazzard			
Reduces UV Rays			
Bomb Blast Mitigation			
Safety Glazing			
Deter Breaking and Entering			
Envelope Protection			
Glass Breakage			
Seismic Preparedness			
ANSI Z97.1			
CPSC 16 CFR 1201			
Anchoring System			
Minimum of 8 mils thickness			

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3634

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23

REQUIRED	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCCUR	EACH OCCURRENCE	$1,000,000
			FIRE LEGAL LIABILITY	$100,000
			MED EXP (Per person)	$5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$1,000,000
		X POLICY PROJECT LOC	GENERAL AGGREGATE	$2,000,000
			PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE	$2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE; $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.

AGENCY NAME:_____AUTHORIZING SIGNATURE:_____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by Contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT C

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with 5 or more employees)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

_____
President or Principal Officer

For:_____
Name of Company

STATE OF TENNESSEE }
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

Attachment "B"

Contractor's Response to

Invitation for Bid #3634

Security Window Film and Installation Services

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Notification of Intent to Award
This is not Notification to begin work

Name of Bid:	Security Window Film and Installation Services
Term of Agreement:	Four (4) one year renewal options
Successful Vendor:	Carolina Premier Window Films
Vendor Contact:	Michelle Clark
Buyer:	Donnie Fawver
Date:	March 25, 2025

Carolina Premier Window Films has been issued this Notice of Intent to Co-Award for the provision of Security Window Film and Installation Services as described in Invitation for Bid 3634. Carefully review the document and if you are in agreement with the terms and conditions set forth in Invitation for Bid please signify by providing an authorized signature in the space provided below. Please email to donnie.fawver@knoxcounty.org.

Note:
Co-Awarded Vendors: Carolina Premier Window Films, Energy Control Consultants and Tennessee Window Films.

Pending Contract Execution.

Authorizing signature: Michelle Clark Date: 03/27/2025

If you are not in agreement with any of the above information, please contact Donnie Fawver in the Procurement Division of Knox County at 865.215.5756.

Donnie Fawver II

Donnie Fawver, II
Knox County Procurement
Knox County Government

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3634 SECURITY WINDOW FILM AND INSTALLATION

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 **Vendor Name** Carolina Premier Window Films

5.2 **Vendor Address** 1750 Hwy 160 Suite 101-265

City Fort Mill **State** SC **Zip** 29708

5.3 **Telephone Number** 704-333-3636 **Fax Number** _____

5.4 **Vendor Number as assigned by the Knox County Procurement Division** _____

5.5 **Contact Person** Michelle Clark

5.6 **Contact Person's email address** michelle@cpwindowfilms.com

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

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature Michelle Clark

(Sign in blue ink)

5.8 **Vendor's Knox County Business License Number** 0425538
(If Applicable) ***Attach A Copy Of The License.***

5.9 **Do you accept the Terms and Conditions of the bid? Yes** ✓ **No** _____

With Exceptions _____

5.10 **I acknowledge the receipt of: (please write "yes" if you received one)**

Addendum 1 yes **Addendum 2** _____ **Addendum 3** _____ **Addendum 4** _____

5.11 **Will you accept Credit Card payments as per Section 1.18?** **Yes** _____ **No** _____

5.12 **Did you include the Criminal History Records Check as per Section 2.7?** **Yes** _____ **No** _____

5.13 **Did you include the Drug-Free Workplace as per Section 3.11?** **Yes** _____ **No** _____

5.14 **Did you include the Insurance Checklist as per Section 3.15?** **Yes** _____ **No** _____

5.15 **Did you include the Detailed Submittal as per Section 4.2?** **Yes** _____ **No** _____

5.15 **Cost per Square Foot for Security Window Film (or equal), Price must include an anchoring system:**

$_____

5.16 **Cost per Square Foot for Labor to Install the film: $**_____

5.17 **Vendors may submit other information relative to the services to be performed under this Contract. Vendors may also list other equipment, not specifically stated, that may be used to perform the services requested. Please attach this to your bid response.**

SECTION VI SPECIFICATIONS CHECKLIST FOR BID 3634 SECURITY WINDOW FILM AND INSTALLATION

VENDOR Carolina Premier Window Film

Bidders must complete the Specifications Checklist and return with their bid. If submitting electronically, bidders must attach the Specifications Checklist with their response. Bidders are to indicate if the product being bid meets the minimum specifications by marking the "Yes" or "No" box. If the minimum specification is not met, bidder must explain in the "Comment" section of the checklist. Bidders may include additional sheets if needed.

6.1 TECHNICAL SPECIFICATIONS

Manufacturer: Eastman

Brand Name: LLumar

Model # / Product Code: SCL SRPS8

Specification	Yes	No	Comment
Optically Clear	✓		
Applies to Interior Glass Surfaces	✓		
Protect from Broken Glass Hazzard	✓		
Reduces UV Rays	✓		
Bomb Blast Mitigation	✓		
Safety Glazing	✓		
Deter Breaking and Entering	✓		
Envelope Protection	✓		
Glass Breakage	✓		
Seismic Preparedness	✓		
ANSI Z97.1	✓		
CPSC 16 CFR 1201	✓		
Anchoring System	✓		
Minimum of 8 mils thickness	✓		

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3634

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23

REQUIRED	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCCUR	EACH OCCURRENCE	$1,000,000
			FIRE LEGAL LIABILITY	$100,000
			MED EXP (Per person)	$5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$1,000,000
		X POLICY PROJECT LOC	GENERAL AGGREGATE	$2,000,000
			PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE	$2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE; $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.

AGENCY NAME: Gill-Holler Insurance AUTHORIZING SIGNATURE: _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: Michelle Clark AUTHORIZING SIGNATURE: Michelle Clark

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by Contractor)

I, Michelle Clark, President or other Principal

Officer of Carolina Premier Window Films, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

Michelle Clark
President or Principal Officer

For: Carolina Premier Window Films
Name of Company

STATE OF TENNESSEE }
COUNTY OF }

Subscribed and sworn before me by Michelle Clark.

President or Principal Officer of Carolina Premier Window Films

On this 12 day of March 2025.

Notary Public

My Commission expires: 8/16/32

Mary Patricia Kerber
Notary Public, State of South Carolina
My Commission Expires 08/16/2032

ATTACHMENT C

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with 5 or more employees)

I, Michelle Clark, President or other Principal

Officer of Carolina Premier Window Films, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

Michelle Clark
President or Principal Officer

For: Carolina Premier Window Films
Name of Company

STATE OF TENNESSEE }
COUNTY OF }
Subscribed and sworn before me by Michelle Clark

President or Principal Officer of Carolina Premier Window Films.

On this 12 day of March 2025.

Notary Public

My Commission expires: 9/14/32

Mary Patricia Kerber
Notary Public, State of South Carolina
My Commission Expires 08/16/2032

CAROL19 OP ID: HG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/11/2024

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 803-548-5907 Gill-Holler Insurance 130 Ben Casey Dr., Ste 107 Fort Mill, SC 29708 Dean Holler	CONTACT NAME: Dean Holler PHONE (A/C, No, Ext): 803-548-5907 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Carolina Premier Window Films, Inc DBA Carolina Glass Tinting 1051 Albright Rd Rock Hill, SC 29730	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Auto-Owners Insurance Company — 18988 INSURER B : Owners Insurance Company — 32700 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			36733938	04/23/2024	04/23/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			5173398700	04/23/2024	04/23/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10000			5173404700	04/23/2024	04/23/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			A106586647	04/23/2024	04/23/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

PROOF OF INSURANCE

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

Holli Holler

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Worker's Compensation policies in favor of Hendrick Construction, Inc, owners, officers, & all ofther parties. The umbrella follows form over the GL, AL, and WC policies. 30 days written notice of cancellation to the named certificate holder applies for all policies.

LLUMAR SAFETY/SECURITY AND GLASS RETENTION FILM | Testing Summary Sheet

PRODUCT		SAFETY GLAZING - HUMAN IMPACT		WINDSTORM	BLAST	FORCED ENTRY
FILM	**TYPE OF FILM**	**ANSI Z97.1**	**CPSC 16 CFR 1201**	**ASTM E1886/E1996** Silicone Attachment Required [1]	**GSA TS01, ASTM F1642, ISO 16933, ASTM F2912** Silicone Attachment Required [2]	**EN-356**
LLumar SCL SR PS4	Safety and Security	**Cat B** (1/8" and 1/4" Annealed)	**Cat I** (1/8" and 1/4" Annealed)			
LLumar SCL SR PS7	Safety and Security	**Cat A** (1/4" Annealed) **Cat B** (1/8" and 1/4" Annealed)	**Cat II** (1/4" Annealed) **Cat I** (1/8" and 1/4" Annealed)			
LLumar SCL SR PS8	Safety and Security	**Cat A** (1/4" Annealed) **Cat B** (1/8" and 1/4" Annealed)	**Cat II** (1/4" Annealed) **Cat I** (1/8" and 1/4" Annealed)	**Missile Level C, 50 lb/ft² (~140mph)** 1/4" Dual-pane Annealed	**GSA TS01 and ASTM F1642 (Shock-tube)** 6 psi, 40 psi-msec 1/4" single-pane, annealed and tempered 1/4" dual-pane, annealed and tempered **GSA: Level 2, No Hazard (single and dual-pane windows)** **ASTM: Minimal Hazard (single-pane windows)** **ASTM: No Hazard (dual-pane windows)** **ISO 16933, ASTM F2912 (Open-air testing)** 7.94-9.34 psi, 36-38 psi-msec 1/4" single-pane, annealed and tempered **ISO: Low Hazard, ASTM: Low Hazard** 1/4" dual-pane, annealed and tempered **ISO: No Hazard, ASTM: No Hazard**	**P1A** 3/16" (4mm) Annealed 1500mm (59.05") drop
LLumar SCL SR PS13	Safety and Security	**Cat A** (1/8" and 1/4" Annealed) **Cat B** (1/8" and 1/4" Annealed)	**Cat II** (1/8" and 1/4" Annealed) **Cat I** (1/8" and 1/4" Annealed)			**P2A** 3/16" (4mm) Annealed 3000mm (118.1") drop
LLumar SHE/ SXA CL ER PS4	Glass Retention [3]			**80 lb/ft2 (~175 mph)** 1/4" Dual-Pane Tempered		
LLumar SHE/ SXA CL ER PS7	Glass Retention [3]			**80 lb/ft2 (~175 mph)** 1/4" Dual-Pane Tempered		

(1) 1/2" bead onto film, ½" bead onto frame, total bead width ¾" (Dow Corning 995 or equivalent), see TB-44 (2) 3/4" bead onto film, 3/4" bead onto frame, total bead width 1" (Tremco ProGlaze SSG or equivalent), see TB-54 (3) Samples not subjected to Missile Impact, broken with center-punch only

LLUMAR SAFETY/SECURITY AND GLASS RETENTION FILM | Testing Summary Sheet

PRODUCT		SAFETY GLAZING - HUMAN IMPACT		WINDSTORM	BLAST			FORCED ENTRY
FILM	**TYPE OF FILM**	**ANSI Z97.1**	**CPSC 16 CFR 1201**	**ASTM E1886/E1996** Silicone Attachment Required [1]	**GSA TS01, ASTM F1642, ISO 16933, ASTM F2912 ~6psi, ~40 psi-msec** Silicone Attachment Required [2]			**EN-356**
					Glass(3)	**GSA Rating**	**ASTM Rating**	
LLumar DR15 SR PS5	Safety and Security	**Cat B** (1/8" and 1/4" Annealed)	**Cat I** (1/8" and 1/4" Annealed)					
LLumar DR15 SR PS9	Safety and Security	**Cat B** (1/8" and 1/4" Annealed)	**Cat I** (1/8" and 1/4" Annealed)	**Missile Level C, 50 lb/ft2 (~140mph)** 1/4" Dual-pane Annealed	SA ST DA DT	3A 2 2 1	Very Low Hazard No Hazard No Hazard No Break	
LLumar DR25 SR PS5	Safety and Security	**Cat B** (1/8" and 1/4" Annealed)	**Cat I** (1/8" and 1/4" Annealed)					
LLumar DR25 SR PS9	Safety and Security	**Cat B** (1/8" and 1/4" Annealed)	**Cat I** (1/8" and 1/4" Annealed)	**Missile Level C, 50 lb/ft2 (~140mph)** 1/4" Dual-pane Annealed	SA ST DA DT	3B 3A 2 1	Low Hazard Minimal Hazard No Hazard No Break	
LLumar R20 SR PS5	Safety and Security	**Cat B** (1/8" and 1/4" Annealed)	**Cat I** (1/8" and 1/4" Annealed)					
LLumar R20 SR PS9	Safety and Security	**Cat B** (1/8" and 1/4" Annealed)	**Cat I** (1/8" and 1/4" Annealed)	**Missile Level C, 50 lb/ft2 (~140mph)** 1/4" Dual-pane Annealed	SA ST DA DT	3A 2 2 2	Minimal Hazard No Hazard No Hazard No Hazard	

(1) 1/2" bead onto film, ½" bead onto frame, total bead width ¾" (Dow Corning 995 or equivalent), see TB-44 (2) 3/4" bead onto film, 3/4" bead onto frame, total bead width 1" (Tremco ProGlaze SSG or equivalent), see TB-54 (3) SA: Single Annealed ST: Single Tempered DA: Dual Annealed DT: Dual Tempered

LLUMAR SAFETY/SECURITY AND GLASS RETENTION FILM | Notes

- **ANSI Z97.1 – *American National Standards Institute Z97.1 Standard: Safety Glazing Materials Used in Buildings – Safety Performance Specifications and Methods of Test.*** This standard establishes the specifications and methods of test for the safety properties of safety glazing materials (glazing materials designed to promote safety and reduce the likelihood of cutting and piercing injuries when the glazing materials are broken by human contact) as used for all building and architectural purposes.
  Cat A – 100 lb impact from drop height of 48 inches (400 ft-lb impact)
  Cat B – 100 lb impact from drop height of 18 inches (150 ft-lb impact)

- **CPSC – *16 CFR 1201, Consumer Product Safety Commission Safety Standard for Architectural Glazing Materials,*** similar to ANSI Z97.1.
  Cat I – 100 lb impact from drop height of 18 inches (150 ft-lb impact)
  Cat II – 100 lb impact from drop height of 48 inches (400 ft-lb impact)

- **ASTM E1886 – *Standard Test Method for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials***

- **ASTM E1996 – *Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Windborne Debris in Hurricanes***
  Missile Level C: three windows impacted by 4.5 lb, 2" x 4" x 4' (2050 g, 50.8mm x 101.6mm x 1219mm) lumber shot from air cannon at 40 ft/sec (27.3 mi/hr, 43.9 km/hr). All samples must not have an opening or significant tear. All 3 samples then subjected to cyclic pressures simulating both positive and negative pressures of a wind storm. All samples must survive 9,000 total cycles over approximately 8 hours. 2018 testing performed at maximum pressure of 50 lb/ft2 (2394 Pa), approximately equal to 140 mi/hr (225 km/hr) wind.

- **GSA TS01, ASTM F1642, ISO 16933 – *Test methods for Glazing and Glazing Systems Subject to Airblast Loadings.***
  Blast Pressure usually measured in psi (lb/in2). Impulse is approximately equal to blast pressure (psi) multiplied by length of blast in milli-seconds (msec), giving psi-msec for impulse. Ratings for these standards measure amount of glass leaving window and frame towards building interior and likelihood of injury to building occupants. GSA Ratings are: No Hazard (GSA Levels 1 and 2), Very Low Hazard (Level 3a), Low Hazard (Level 3b), Medium Hazard (Level 4), High Hazard (Level 5). Other test methods have similar rating systems.

- **EN-356 – *European Standard, Glass in building - Security glazing - Testing and classification of resistance against manual attack***
  4.11 kg (9.1 lb) steel ball dropped from various heights, 3 glass/film samples, 3 impacts on each sample, 9 total impacts, no impacts can allow steel ball to penetrate. P1A drop height (1500mm, 59"), P2A drop height (3000mm, 118").

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INDUSTRY PARTNER

SAFETY & SECURITY FILMS | Physical Properties

LLumar

	Thickness, Inches	Thickness, Micron	Appearance	Structure, plies	Tensile Strength MD	Tensile Strength TD	Break Strength MD	Break Strength TD	Elongation at Break MD	Elongation at Break TD	Peel Strength	Puncture Strength	Tear Strength MD	Tear Strength TD	Tear Strength per inch thickness MD	Tear Strength per inch thickness TD
SCL SR PS2	0.002	50	Clear	Single	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
SCL SR PS4	0.004	100	Clear	Single	22,732	24,915	93	102	138	106	3.36*	65.1	14.2	13.8	3,454	3,375
SCL SR PS7	0.007	175	Clear	Single	20,450	24,160	149	178	149	129	3.36*	118.0	26.3	26.1	3,656	3,622
SCL SR PS8	0.008	200	Clear	Multi	22,174	31,174	184	255	164	98	3.36*	153.3	27.8	28.6	3,396	3,483
SCL SR PS13	0.013	325	Clear	Multi	19,180	21,643	268	297	171	163	3.36*	212.3	45.9	48.0	3,328	3,475
R20 SR PS5	0.005	125	Silver Reflective	Multi	16,418	21,590	96	123	172	144	3.36*	103.1	17.2	16.5	3,014	2,899
R20 SR PS9	0.009	225	Silver Reflective	Multi	16,070	20,570	166	207	171	137	3.36*	143.4	29.6	28.8	2,964	2,878
DR15 SR PS5	0.005	125	Dark Warm Gray	Multi	17,218	23,334	98	137	148	121	3.36*	91.1	16.4	16.2	2,875	2,837
DR15 SR PS9	0.009	225	Medium Warm Gray	Multi	17,045	22,763	175	237	127	170	3.36*	148.1	29.4	29.3	2,935	2,934
DR25 SR PS5	0.005	125	Dark Warm Gray	Multi	18,440	23,439	109	135	140	135	3.36*	96.2	15.6	15.3	2,733	2,690
DR25 SR PS9	0.009	225	Medium Warm Gray	Multi	17,360	22,204	177	236	176	168	3.36*	146.8	28.9	29.3	2,862	2,904
N1020 SR PS4	0.004	100	Dark Neutral Gray	Multi	18,952	33,884	74.6	118.6	165	161	6.0**	78	11.1	11.7	2,460	2,540
N1020 SR PS8	0.008	200	Dark Neutral Gray	Multi	21,037	32,473	167	260.4	164	161	6.0**	164	29.0	3,270	27.8	3,100
N1040 SR PS4	0.004	100	Medium Neutral Gray	Multi	18,952	33,884	74.6	118.6	165	161	6.0**	78	11.1	11.7	2,460	2,540
N1040 SR PS8	0.008	200	Medium Neutral Gray	Multi	21,037	32,473	167	260.4	164	161	6.0**	164	29.0	3,270	27.8	3,100
N1050 SR PS4	0.004	100	Light Neutral Gray	Multi	18,952	33,884	74.6	118.6	165	161	6.0**	78	11.1	11.7	2,460	2,540
N1050 SR PS8	0.008	200	Light Neutral Gray	Multi	21,037	32,473	167	260.4	164	161	6.0**	164	29.0	3,270	27.8	3,100

Test Methods and Units:

Tensile Strength	ASTM D882	Pounds per square inch, psi
Break Strength	ASTM D882	Pounds force, lbf
Elongation at Break	ASTM D882	Percent, %
Peel Strength	ASTM D3330	Pounds per inch width, lb/in
Puncture Strength	ASTM D4830	Pounds force, lbf
Tear Strength	ASTM D1004	Pounds force
Tear Strength	ASTM D1004	Pounds force per inch thickness, lbf/in

N/A – Data not available

*Value for SCL SR PS4, new formulation clear safety films, 2018. **Value from previous 4mil safety film testing - films have not yet been reformulated. ASTM D3330 test method requires a 180-degree peel which cannot be achieved with thicker films without peeling the film from the substrate prior to beginning the test. As such, all peel strength values are based on 4mil film tests.

All values above are results from independent lab testing. Test reports available on request. Reported values are taken from representative product samples and are subject to normal manufacturing variances.

SCL SR PS4, SCL SR PS7, SCL SR PS8 and SCL SR PS13 comply with ANSI Z97.1/CPSC impact test requirements. Test reports available on request.

NOTICE: Although the information and recommendations set forth herein (hereafter "Information") are presented in good faith and believed to be correct as of the date hereof, neither Eastman Performance Films, LLC nor any of its affiliates (collectively "Eastman") makes any representations or warranties as to the completeness or accuracy thereof and assumes no obligation to update any of the Information. Information is supplied upon the condition that the persons receiving same will make their own determinations as to its suitability for their purposes prior to use. In no event will Eastman be held responsible for damages or liability of any nature whatsoever, including without limitation, for direct, indirect or consequential loss, business interruption, loss of profits, production, goodwill or contracts, or anticipated savings, resulting from the use of or reliance upon the Information or the product to which the Information refers. No representations or warranties, either express or implied, of merchantability, fitness for a particular purpose, or of any other nature are made hereunder with respect to Information or the product to which Information refers.

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SAFETY AND SECURITY FILM ATTACHMENT SYSTEMS

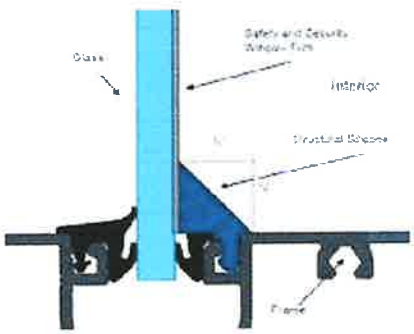


There are several types of attachment systems used within the window film industry. An attachment system is a method to help hold broken glass and film in the window frame during an event. The event can be a bomb blast, windstorm or attempted forced-entry.

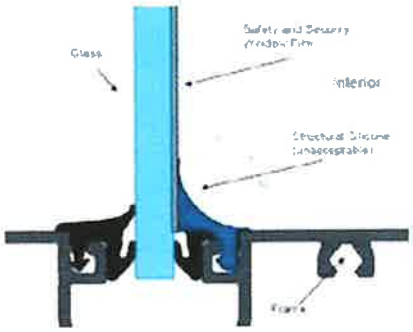
One type of attachment system is structural silicone caulking (Dow Corning 995 or similar) simultaneously applied over the window film and window frame forming a strong bond that helps hold the broken glass and film to the frame during impact (see diagram below). Other attachment systems may be used as well, however, Eastman Performance Films, LLC recommends a silicone attachment system for forced-entry protection as we have successfully completed several demonstrations using this type of system.

Internal testing indicates that a window with safety and security film with an attachment system installed approximately doubles the amount of time for an intruder to gain entry compared to a window that has film applied without an attachment system.

Proper application of structural silicone caulking (Dow Corning 995 or equivalent) to both safety and security film and window frame surfaces:



Improper Attachment System installation (curved bead):



Curing time for the silicone depends upon temperature and humidity. Do not clean the film or frame for at least 30 days following installation of the silicone. Full cure of the silicone should occur within 30 days following installation.

Depending on the thickness of the bead used, it will take approximately one (1) standard caulking cartridge (10.3 fl oz. or 305 ml) for every 5 to 7 feet (roughly 2 meters) of frame perimeter to be sealed.

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Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
sos.tn.gov/

Tre Hargett
Secretary of State

MICHELLE CLARK
1750 HWY 160 WEST SUITE 101-265
FORT MILL, SC 29708, USA

02/18/2025

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepencies.

Entity Name:	CAROLINA PREMIER WINDOW FILMS, INC.		
SOS Control #:	002000203	Initial Filing Date:	02/18/2025
Entity Type:	Foreign For-profit Corporation	Formation Locale:	South Carolina
Status:	Active	Duration Term:	Perpetual
Fiscal Year Close:	December	Annual Report Due:	04/01/2026
Business County:	(No County on Record)		

Document Receipt

Receipt #: 2025-02967	Filing Fee:	$600.00
Payment: Credit Card - 3892215865		$600.00

Congratulations on the successful filing of your Application for Certificate of Authority - Foreign For-Profit Corporation for **CAROLINA PREMIER WINDOW FILMS, INC.** in the State of Tennessee which is effective on the date shown above. Please visit the Tennessee Department of Revenue website (www.tn.gov/revenue) to determine your online tax registration requirements. If you need to obtain a Certificate of Existence for this entity, you can request, pay for, and receive it from our website.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Tre Hargett
Secretary of State

SHERRY WITT
KNOX COUNTY CLERK

P O BOX 1566

KNOXVILLE, TN 37901

LICENSE
0425538

STANDARD BUSINESS TAX LICENSE

Mailing

146529 CAROLINA PREMIER WINDOW FILMS, INC.

1750 HIGHWAY 160 W STE 101
PMB 265
ROCK HILL, SC 29708

MICHELLE CLARK

Location

CAROLINA PREMIER WINDOW FILMS, INC.

1051 ALBRIGHT RD STE 117
ROCK HILL, SC 29730

LOCAL ACCOUNT NUMBER **146529**

STATE ACCOUNT NUMBER **1001816790**

TRANSACTION NUMBER

CLASS **04**

SALES TAX NUMBER

ISSUE DATE **03/05/25**

TAX PERIOD **STARTED - 03/18/2025**

PAYMENT DUE BY **4/15/2026**

EXPIRATION DATE **5/15/2026**

TO AVOID PENALTY, INTEREST, AND POTENTIAL ENFORCED COLLECTION ACTION, BUSINESS TAX RETURNS AND PAYMENTS MUST BE REMITTED TO THE TENNESSEE DEPARTMENT OF REVENUE AT LEAST 30 DAYS PRIOR TO THE EXPIRATION DATE OF THIS LICENSE.

IF PAID BY CHECK, THIS LICENSE VALID ONLY AFTER CHECK IS PAID.

THIS LICENSE DOES NOT PERMIT OPERATION UNLESS PROPERLY ZONED, AND/OR IN COMPLIANCE WITH ALL OTHER APPLICABLE LAWS/RULES.

DEPUTY CLERK SIGNATURE JAYW WK182 Drawer:182 Site:1

-- POST AT LOCATION OF BUSINESS --
IF BUSINESS CLOSES, MOVES, OR CHANGES OWNERS, NOTIFY THIS OFFICE

DETACH THIS PORTION FOR CONFIDENTIAL FILE

SHERRY WITT, KNOX COUNTY CLERK

LICENSE
0425538

STANDARD BUSINESS TAX LICENSE

Total Due: 15.00
Cash: Check: 15.00 Check No.: 1268 Change:
JAYW WK182 Drawer: 182 Site: 1
Work Date: 03/05/2025

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

Carolina Premier Window Films, Inc.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Michelle Clark
NAICS: 238150, 811122 UNSPSC: 30171700, 72153000, 72153001
Certification Number: WOSB191592
Renewal Date: October 31, 2025
WOSB Regulation Expiration Date: 10/31/2026

GREATER WOMEN'S BUSINESS COUNCIL

Roz Lewis, Women's Business Center President & CEO

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Sr. Vice President, Certification

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Carolina Premier Window Films, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: October 2, 2019
Expiration Date: October 31, 2025
WBENC National Certification Number: WBE1902191

WBENC National WBE Certification was processed and validated by Greater Women's Business Council, a WBENC Regional Partner Organization.

Authorized by Roz Lewis, President & CEO
Women's Business Center

GREATER WOMEN'S BUSINESS COUNCIL

NAICS: 238150, 811122
UNSPSC: 30171700, 72153000, 72153001

Center for Women & Enterprise · Great Lakes Women's Business Council · WBDC · Women's Business Council Southwest · WBEC Metro NY · WBEC · WBEA · WBEC Florida · WBEC ORV · WBEC Pacific · WBEC East · WBEC South · WBEC West

KNOX COUNTY GOVERNMENT

AND

ENERGY CONTROL CONSULTANTS, INC.

This Contract made and entered into this _____ day of _____, 2025 by and between **Knox County Government** through its governing body and authorized representative, hereinafter referred to as **"Knox County" and Energy Control Consultants, Inc.** hereinafter referred to as **"Contractor."**

Whereas, County requested sealed bids for the provision of Security Window Films and Installation Services for Knox County Government, (Invitation for Bid 3634);

Whereas, Contractor submitted a Bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by Knox County;

Whereas, Contractor agrees and undertakes to provide Security Window Films and Installation Services to Knox County, as set forth in the Invitation for Bid, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the Knox County Government, the Contractor agrees in all respects, to be governed by the Invitation for Bid specifications and the Contractor's response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this contract. This contract commences on the 1st day of August 2025, and ends the 31st day of July 2025, unless terminated in conformity with the terms of this contract as contained in paragraphs 7 and 8. Upon the mutual agreement of Knox County and the Contractor, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years.

2. Payment. Knox County shall pay Contractor the amount as agreed upon in Knox County's Invitation for Bid 3634 for Security Window Films and Installation Services as follows:

See Attachment "B" Contractor's Written Response to Invitation for Bid 3634

Pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed.

3. **Placement of Orders.** Knox County departments and agencies will place orders with the Knox County Procurement Division. Knox County Procurement will issue purchase orders to the Contractor. Only purchase orders issued by Knox County Procurement shall be honored.

4. **Invoicing and reporting requirements.** Contractor shall invoice Knox County upon the successful completion of all aspects of a particular job. Contractor is hereby cautioned that it can take a minimum of 30 days to process invoices.

As several different departments may use this contract, please adhere to the following guidelines:

For KCSMO mail all invoices to:

Knox County Schools Maintenance & Operations
Purchasing Supervisor
900 East Fifth Avenue
Knoxville, Tennessee 37917

For Knox County Departments mail all invoices to:

The address listed on the Purchase Order for the ordering department.

5. **Pricing and Escalation.** Contractor warrants that the unit pricing stated in Attachment "B" shall remain firm for a period of one (1) year from the first day of the contract period. If the Contractors price is increased after the first year, Knox County must give written approval before the increase shall become effective. Requests for price adjustments must be submitted at least sixty (60) days in advance of the date the price increase is requested. Justification for the requested adjustment (costs of labor and/or materials) must be accompanied by appropriate documentation.

6. **Safety.** The successful vendor shall exercise all safety measures associated with the services to be performed under this contract and hereby warrants that all employees working under this contract have been trained in the proper and safe practices of Security Window Films and Installation Services and related duties.

7. **Termination.** Knox County may terminate this contract with or without cause, upon written notice of not less than thirty calendar days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed written permission of Knox County. The agencies utilizing this Contract may also terminate their individual participation by written notice.

Should the Contractor fail to provide Security Window Films and Installation Services as detailed herein, Knox County will communicate the **problem(s) to the Contractor** verbally and keep a written record as to what the problem(s) are and when the contractor was contacted.

The Contractor shall have 72 hours to rectify the problems. If the same or other problems persist or reoccur, Knox County may terminate the contract.

8. Appropriations. In the event no funds are appropriated by Knox County for Security Window Films and Installation Services in any fiscal year or insufficient funds exist to provide the services, then the contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party.

9. Independent contractor. Contractor and Contractor's employees shall serve as independent contractors and County shall not be in any manner responsible for any payment, insurance, or incurred liability.

10. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Miscellaneous Construction and Renovation Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

11. Criminal background check. Contractor agrees to comply with Tennessee Code Annotated Section 49-5-413. As required under the statute, Contractor will provide fingerprinting and criminal history records checks, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation, for all employees, subcontractor personnel and students that will enter the grounds of any of the schools (previously defined as premises) in performance of the Services in this contact before permitting the employee, subcontractor personnel or student to have contact with students or enter school grounds when students are present. Criminal background checks are the expense of the Contractor. If the employee or subcontractor personnel has previously had a criminal history check in accordance with Tennessee Code Annotated Section 49-5-413, Contractor shall provide a copy of the criminal background check to the Knox County and this will serve as compliance with said requirement.

12. Severability clause. If any provision of this contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

13. Prohibition against assignment. Contractor shall not assign this contract to any party, company, partnership, incorporation, or person without prior specific written consent of Knox County.

14. Jurisdiction. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

15. Right to inspect. Knox County reserves the right to make periodic inspections of the manner and means the services are performed.

16. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

17. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the contract for inspection by Knox County or by any other governmental entity or agency participating in the funding of this contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that **represent the Contractor's costs** of manufacturing, acquiring or delivering the products and services governed by this contract.

18. Limitations of liability. In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

19. Contractor shall indemnify, defend, save and hold harmless, Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the **contract by Contractor**, its subcontractors, agents or employees or due to any negligent act or occurrence or omission or **commission of Contractor**, its subcontractors, agent, or employees.

20. Delivery. Contractor shall render Security Window Films and Installation Services for Knox County in accordance with the **Contractor's** schedule and coordinated with Knox County or its designee.

21. Contract documents. It is mutually agreed by both parties that the following documents are made part of this contract and are incorporated herein by reference:

a. Invitation for Bid 3634
b. Contractor's Written Response to Invitation for Bid 3634

It is agreed that this contract, represents the **entire contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this contract to be executed on the day and year first above written.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County board of Education on the _____

Day of _____ , 2025, as reflected in its minutes, and certified by its Chairperson.

_____ _____

BOARD CHAIR – Signature **BOARD CHAIR – Printed Name**

Date _____

KNOX COUNTY GOVERNMENT

_____ _____

MAYOR – Signature **MAYOR – Printed Name**

Date _____

KNOX COUNTY LAW DIRECTOR

CONTRACT #: 25-221(b) **KNOX COUNTY, TENNESSEE**
APPROVED AS TO LEGAL FORM

_____ _____

Law Director's Office – Signature **Law Director's Office – Printed Name**

Date _____

ENERGY CONTROL CONSULTANTS, INC.

_____ _____

AUTHORIZED SIGNATURE **PRINTED NAME**

DATE _____

Attachment "A"

Invitation for Bid #3634

Security Window Film and Installation Services

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Security Window Film and Installation** as specified herein. Bids must be received by **2:00 p.m.** on **March 18, 2025**. Late bids will be neither considered nor returned.

Please Deliver Bids to:

Bid Number 3634
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name and Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Donnie Fawver, CPPB, Construction & Contract Specialist/Senior Buyer, at 865.215.5756. Questions may be emailed to donnie.fawver@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/Procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, vendor can file a report online by accessing https://www.knoxcounty.org/audit/hotline.php. **Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on, an "all or none" basis, or by a multiple award, whichever is in the best interest of the County. Knox County reserves the right to not make an award.

1.6 **BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register, or submit their bid, electronically less than twenty-four (24) hour prior to the bid opening time.

Responses must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

1.7 **BID EXPENSES:** Expenses for developing the bids are entirely the responsibility of the bidder and shall not be chargeable in any manner to Knox County.

1.8 **BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions peculiar to specific brand products are made to establish a required level of quality and functional capabilities and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in their bid.

Or Equal does not mean the manufacturing process, but rather that the item will perform in the manner needed by the County. It shall be the responsibility of the bidders, including bidders whose product is referenced, to furnish with their bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of their bid.

1.9 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a small, minority or woman owned business and would like additional information about our Business Outreach Program please contact:

Diane Woods, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.10 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.11 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.

1.12 **DUPLICATE COPIES:** Knox County **requires** that bids being submitted by hand be one (1) marked original and one (1) exact copy.

1.13 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will** accept electronically transmitted bids through the County's On-Line Purchasing System. Facsimile and email submission is strictly prohibited.

1.14 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.15 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.

1.16 **NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.17 **NON-DISCRIMINATION:** Vendors, during the performance of this Contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

1.18 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific items(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the Knox County Credit Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

1.19 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.

1.20 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

1.21 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidder's ability.

1.22 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids submitted on paper shall:

- Be submitted on recycled paper;
- Not include pages of unnecessary advertising;
- Be made on both sides of each sheet of paper.

1.23 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **March 7, 2025 by 4:30 p.m.** These requirements also apply to specifications that are ambiguous.

1.24 **SIGNING OF BIDS:** When submitting your bid, in order to be considered all bids must be signed. Please sign the original in blue ink. When submitting electronically, the submission of the bid constitutes the acceptance of all terms and conditions and will legally bind the Vendor to the County's request for goods and/or services and the Vendors subsequent response.

1.25 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.26 **TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.

1.27 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Nondiscrimination on Federally Assisted Programs" — "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000d. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.

1.28 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.29 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

1.30 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders' list for twenty-four (24) months.

1.31 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/Procurement. Select the Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid less than twenty-four (24) hours prior to the bid opening time.

1.32 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract which have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits. All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. ***COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO BID REJECTION.***

2.7 **CRIMINAL HISTORY CHECK:** Any and all contractors, sub-contractors, successful vendors, vendor employees and school employees agree to comply with Tennessee Code Annotated Section 49-5-413. Tennessee Code Annotated Section 49-5-413 requires that all parties providing services at Knox County Schools must submit to a criminal history records check at their expense. The criminal history check is to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the party to have contact with students or enter school grounds when students are present.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum..

2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent Contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.14 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.15 **LIMITATION OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NO BOYCOTT OF ISREAL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Invitation for Bid, (3) Bid Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.19 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.23 **TERMINATION:** Knox County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The Knox County Schools Maintenance and Operations Department (KCSMO) intends to establish a term Contract with a vendor to provide Security Window Film and Installation as requested by KCSMO. Award will be based on Best Value. Best Value means more than low cost. It includes cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute an acceptance of goods or services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITION/DELETION OF GOODS/SERVICES:** Knox County may, but shall not be required to, request the vendor to add goods/services for Knox County. The successful vendor agrees that upon written designation by Knox County, it will add such goods/services under this Contract. Pricing for any additional goods/services will be negotiated with the vendor. Approvals must be in writing; there will be no verbal authorizations. Knox County may delete from the Contract goods/services in the pricing sheet without terminating the entire Contract.

3.4 **AWARD STATUS:** Knox County intends to issue a one-year (1) award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years.

Knox County and the Knox County Schools reserves the right to purchase these services from other sources if the need arises. Knox County and Knox County Schools reserves the right to revoke the award if these services are not satisfactory or a pattern of unavailability arises.

3.5 **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.

3.6 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.7 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

3.8 **CONTACT PERSONNEL:** It shall be essential to the success of this term contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two vendor contacts to handle billing inquiries and service-related issues. In the event one or both contacts leave the Knox County account, the successful bidder shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County to avoid any interruption of service.

3.9 **CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful bidder(s). The Knox County Procurement Division will draft this contract and no vendor forms, (e.g. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as Contract documents or as Contract attachments.

3.10 **DESTINATION AND DELIVERY:** Bidders are to include all destination and delivery charges in their price. **There will be no extra hidden charges.**

3.11 **DRUG-FREE WORKPLACE:** If **CONTRACTOR** has five (5) or more employees receiving pay: **CONTRACTOR** shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall Provide the Affidavit required by Public Acts, 2000, Chapter 918. **CONTRACTOR** shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.

3.12 **ENTRANCE TO KNOX COUNTY SCHOOL SITES:** Only authorized employees of the successful vendor(s) are allowed on the premises of Knox County School buildings. Vendor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Vendor(s). All employees must wear a company uniform or name badge identified with the Company name at all times.

3.13 **EVALUATION CRITERIA:**

Price	100 points

3.14 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.15 **INSURANCE CHECKLIST:** Vendors and their insurance agents must sign the attached insurance requirement form and submit it with their bid. This serves as proof that the vendor can and will obtain and maintain the insurance required for this project. **Upon notification of intent to award, the successful vendor shall be required to submit a Certificate of Insurance along with all endorsement pages showing the specified coverage and listing Knox County Government as additional insured.** The successful vendor must maintain the required insurance coverage with no lapse in coverage. If found to have a lapse in insurance coverage the vendor may be immediately terminated and debarred from doing business with Knox County and Knox County Schools.

3.16 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.

3.17 **INVOICING REQUIREMENTS:** KCSMO prefers to use Credit Cards as payment for these services. As several different departments may use this Contract, please adhere to the following guidelines for KCSMO. **Follow the guidelines of other departments when they purchase from you**. Do not put KCSMO charges on any other department and do not put the charges of other departments on KCSMO.

3.17.1 **MAIL ALL INVOICES FOR KCSMO TO:**
Knox County Schools Maintenance & Operations
Purchasing Supervisor
900 East Fifth Avenue
Knoxville, Tennessee 37917

3.17.2 **TRACKING NUMBER:** All invoices must have a Knox County Purchase Order number on them or they will be returned. Knox County Schools uses Purchase Order numbers for tracking. You will only have one number per invoice. If paid by credit card no tracking number will be required.

3.17.3 **INVOICE DETAIL:** At a minimum, these items must be shown on the invoice:

- **a.** The grand total amount
- **b.** An itemized list detailing the description, quantity and cost of each item or service provided (not if the job was a "Not to Exceed" project.)
- **c.** The location delivered to (e.g. XYZ School or Maintenance 5th Avenue)
- **d.** The date the work/materials were performed/delivered
- **e.** A statement that the price invoiced is per the bid/quote
- **f.** The Purchase Order Number

3.17.4 **SUBMIT ONE ORIGINAL INVOICE AND ONE COPY OF IT.**

3.17.5 **INVOICES ARE TO BE ORIGINAL, WITH A UNIQUE REFERENCE NUMBER. PREFERABLY INVOICES WILL BE WHITE.**

3.17.6 **REVIEW OF INVOICES:** Invoices will be reviewed for adherence to bid terms and/or the quotation.

3.17.7 **VARIATION:** Variation from the terms of our bids or quotations is strictly prohibited. It will help speed your payment if your invoice notes the bid number or name. It will be even more helpful if your invoice clearly states that the charges are in accordance with the bid or quotation terms. While failure to follow these guidelines may slow down the payment process, following these steps will help you receive payment faster.

3.17.8 **UNPAID INVOICES:** If invoices for KCSMO are unpaid after thirty (30) days, please contact Purchasing Supervisor at 865.594.3635 to ascertain the status.

3.18 **NEW MATERIAL:** Unless specified otherwise in the bid package, Contractor(s) must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of the bid. Refurbished or remanufactured materials **will not** be accepted.

3.19 **NEWS RELEASES BY CONTRACTORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

3.20 **NO CONTACT POLICY:** After the date and time the bidder receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this bid is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.21 **OPEN BIDDING INTENDED:** It is the intent and purpose of Knox County that this Invitation for Bid promotes competition. It shall be the bidder's responsibility to advise the Procurement Division if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Invitation for Bid. Such notification must be submitted in writing and must be received by the Procurement Division no later than **March 7, 2025 by 4:30 p.m.** local time.

3.22 **PRICING:** Vendors are to quote a firm fixed price for the next twelve (12) months. The price may not change during the term of the contract. However the vendor may request a price increase at each renewal period. A request for a price increase must be accompanied by proof of increased price to the vendor. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected the vendor may:

3.22.1 Continue with existing prices;
3.22.2 Not accept the renewal offer;
3.22.3 Request a lower price increase.

If a price increase is approved by Knox County, the approval notification will be done in writing and the Contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.23 **QUANTITIES:** Knox County does not guarantee any quantities of items or services to be purchased. Knox County will purchase these items or services on an as-needed basis.

3.24 **REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.

3.25 **REMOVAL OF VENDORS' EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the successful vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.

3.26 **REPRESENTATIONS OF CONTRACTOR:** The Contractor represents and warrants:

3.26.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished by it; and
3.26.2 That the firm is familiar with all Federal, State, municipal and county laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to, any special acts relating to the work or to the project of which it is a part; and
3.26.3 That such temporary and permanent work required by the Contract Documents as is to be done by the firm can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and
3.26.4 That the firm has carefully examined the plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

3.27 **RIGHT TO SEPARATELY BID PROJECTS:** KCS reserves the right to separately bid any project when it is in their best interest.

3.28 **SAFETY:** Vendor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, appurtenances and furnishings shall be protected by the Vendor from damage, which might be done or caused by work performed under this Contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the Vendor. The contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.

The vendor shall erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury. The vendor shall assume all responsibility for properly securing the work area for the safety of its employees, school staff, students and the general public.

3.29 **SCHEDULING OF WORK:** Vendor(s) shall cooperate with officials in performing work so that interference with the normal program will be held to a minimum. Work will normally be scheduled for regular work hours and not for overtime hours.

3.30 **SIGN-IN FOR KNOX COUNTY SCHOOLS:** Vendors must sign the Vendor Check-In Log at each school site where work is to be performed. Ask for the "Maintenance & Contractor's Sign-in Book" in the office area. Failure to sign-in will negate KCSMO responsibility to pay the resulting invoice. Vendors do not have to sign-in if the office area of the facility is locked.

3.31 **SUB-CONTRACTING:** Any sub-contracting must be approved, in advance, by both Knox County and KCSMO. Knox County and KCSMO may terminate the Contract if sub-contracting is done without approval.

3.32 **SUB-CONTRACTORS:** Bidders are strongly encouraged to solicit minority owned and operated sub-contractors for this bid and during the duration of the award.

3.33 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation by **March 7, 2025 by 4:30 p.m.** local time. Submit questions as noted in Section 1.1.

3.34 **VALUE ADDED RELATIONSHIP:** Knox County intends for this bid to result in a relationship with a vendor. Knox County desires a long-term relationship with a vendor in which common goals are shared. Among those goals are:

3.34.1 Fair and equitable treatment of vendor and owner.
3.34.2 Vendor expertise in methods of cost reduction. Vendors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.
3.34.3 Vendor involvement in the school system or a specific school on a non-business basis.

SECTION IV SPECIFICATIONS

4.1 **SECURITY WINDOW FILM:** This specification is for an optically clear glass shatter resistant and abrasion resistant window film which, when applied to the interior window surface, will help hold broken glass together and reduce the ultra-violet light that normally would enter through the window. This is an easily applied, tear-resistant safety and security window film designed to provide an increased measure of protection in a broad range of uses including basic glass fragment retention, spontaneous glass breakage, seismic preparedness, safety glazing, bomb blast mitigation, Smash and Grab or Break and Entry events. Certain applications may require the film be used in conjunction with a film attachment system.

4.1.1 **PRODUCT FEATURES & BENEFITS:**
- Optically clear
- Applies to interior glass surfaces
- Protect from broken glass hazards
- Extends the life of furnishings by significantly reducing harmful UV rays

4.1.2 **APPLICATIONS:**
- Bomb Blast Mitigation
- Safety Glazing
- Deter Break & Entry
- Building Envelope Protection
- Spontaneous Glass Breakage
- Seismic Preparedness

4.1.3 **TESTING:** Must meet, at a minimum, the following:
- ANSI Z97.1
- CPSC 16 CFR 1201

4.2 **DETAILED SUBMITTAL:** Vendors **must** submit a factory detailed sheet with their bid listing all standard equipment for the security window film and installation as specified above. Vendors are to include all costs associated with each detailed item on this sheet. This is to ensure all products are bid as specified.

Note: Failure to respond to Section 4.2 may be just cause for rejection of bid.

4.3 **FILM MATERIAL:** The film color is clear and will not contain dyed polyester. The film shall have a nominal thickness of 8 mils or more (0.008 inches). There shall be no evidence of coating voids.

4.4 **PAYMENT FOR SERVICES:** All quotes and invoices must list a price for materials and must list a price for labor as listed in Section V.

4.5 **TIMEFRAMES:** Vendor shall quote specific timeframes by which work will commence once a purchase order or credit card order is received. Vendor shall be held to timeframes except in extraordinary circumstances.

4.6 **INDIVIDUAL PROJECT COST PREPARATION:** Contractor may be required upon request to prepare and submit (prior to commencing work) a written quotation to provide a turn-key project. The quotation shall include all cost required to provide a complete and full installation at a given location. The pricing shall include but not be limited to the cost of design, permits, labor, materials, a detailed description of the scope of work, and any required subcontracted services. The quotation shall remain firm for ninety (90) days from the date of receipt by Knox County. All estimation and quotation preparation shall be provided at no cost or obligation to Knox County.

BIDDERS NEED NOT RETURN PAGES ONE (1) THROUGH ELEVEN (11) WITH THEIR BID

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3634 SECURITY WINDOW FILM AND INSTALLATION

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor Name _____

5.2 Vendor Address _____

City_____State _____Zip_____

5.3 Telephone Number _____ Fax Number _____

5.4 Vendor Number as assigned by the Knox County Procurement Division_____

5.5 Contact Person _____

5.6 Contact Person's email address_____

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

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature _____
(Sign in blue ink)

5.8 Vendor's Knox County Business License Number _____
(If Applicable*) Attach A Copy Of The License.*

5.9 Do you accept the Terms and Conditions of the bid? Yes _____ No _____

With Exceptions _____

5.10 I acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1_____Addendum 2_____Addendum 3_____Addendum 4_____

5.11 Will you accept Credit Card payments as per Section 1.18? Yes _____ No _____

5.12 Did you include the Criminal History Records Check as per Section 2.7? Yes _____ No _____

5.13 Did you include the Drug-Free Workplace as per Section 3.11? Yes_____ No _____

5.14 Did you include the Insurance Checklist as per Section 3.15? Yes _____ No _____

5.15 Did you include the Detailed Submittal as per Section 4.2? Yes _____ No _____

5.15 Cost per Square Foot for Security Window Film (or equal), Price must include an anchoring system:

$_____

5.16 Cost per Square Foot for Labor to Install the film: $_____

5.17 Vendors may submit other information relative to the services to be performed under this Contract. Vendors may also list other equipment, not specifically stated, that may be used to perform the services requested. Please attach this to your bid response.

SECTION VI SPECIFICATIONS CHECKLIST FOR BID 3634 SECURITY WINDOW FILM AND INSTALLATION

VENDOR_____

Bidders must complete the Specifications Checklist and return with their bid. If submitting electronically, bidders must attach the Specifications Checklist with their response. Bidders are to indicate if the product being bid meets the minimum specifications by marking the "Yes" or "No" box. If the minimum specification is not met, bidder must explain in the "Comment" section of the checklist. Bidders may include additional sheets if needed.

6.1 TECHNICAL SPECIFICATIONS

Manufacturer: _____

Brand Name: _____

Model # / Product Code: _____

Specification	Yes	No	Comment
Optically Clear			
Applies to Interior Glass Surfaces			
Protect from Broken Glass Hazzard			
Reduces UV Rays			
Bomb Blast Mitigation			
Safety Glazing			
Deter Breaking and Entering			
Envelope Protection			
Glass Breakage			
Seismic Preparedness			
ANSI Z97.1			
CPSC 16 CFR 1201			
Anchoring System			
Minimum of 8 mils thickness			

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3634

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23

REQUIRED	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE / X / OCCUR	EACH OCCURRENCE	$1,000,000
			FIRE LEGAL LIABILITY	$100,000
			MED EXP (Per person)	$5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$1,000,000
		X POLICY / PROJECT / LOC	GENERAL AGGREGATE	$2,000,000
			PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE	$2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE; $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.

AGENCY NAME:_____AUTHORIZING SIGNATURE:_____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by Contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT C

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with 5 or more employees)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

_____
President or Principal Officer

For:_____
Name of Company

STATE OF TENNESSEE }
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

Attachment "B"

Contractor's Response to

Invitation for Bid #3634

Security Window Film and Installation Services

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Notification of Intent to Award
This is not Notification to begin work

Name of Bid:	Security Window Film and Installation Services
Term of Agreement:	Four (4) one year renewal options
Successful Vendor:	Energy Control Consultants
Vendor Contact:	Paul Shamiyeh
Buyer:	Donnie Fawver
Date:	March 25, 2025

Energy Control Consultants has been issued this Notice of Intent to Co-Award for the provision of Security Window Film and Installation Services as described in Invitation for Bid 3634. Carefully review the document and if you are in agreement with the terms and conditions set forth in Invitation for Bid please signify by providing an authorized signature in the space provided below. Please email to donnie.fawver@knoxcounty.org.

Note:
Co-Awarded Vendors: Carolina Premier Window Films, Energy Control Consultants and Tennessee Window Films.

Pending Contract Execution.

Authorizing signature: Paul J. Shamiyeh Date: 3/27/2025

If you are not in agreement with any of the above information, please contact Donnie Fawver in the Procurement Division of Knox County at 865.215.5756.

Donnie Fawver II

Donnie Fawver, II
Knox County Procurement
Knox County Government

EXACT COPY

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3634 SECURITY WINDOW FILM AND INSTALLATION

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 **Vendor Name** Energy Control Consultants, Inc.

5.2 **Vendor Address** P.O. Box 1610

City Powell **State** TN **Zip** 37849

5.3 **Telephone Number** 865-947-3013 **Fax Number** _____

5.4 **Vendor Number as assigned by the Knox County Procurement Division** 22855

5.5 **Contact Person** Paul J. Shamiyeh

5.6 **Contact Person's email address** PaulS@coolsunlight.com

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

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature Paul J. Shamiyeh
(Sign in blue ink)

5.8 **Vendor's Knox County Business License Number** 1000392561
(If Applicable) *Attach A Copy Of The License.*

5.9 **Do you accept the Terms and Conditions of the bid? Yes** X **No** _____

With Exceptions _____

5.10 **I acknowledge the receipt of: (please write "yes" if you received one)**

Addendum 1 YES **Addendum 2** _____ **Addendum 3** _____ **Addendum 4** _____

5.11 **Will you accept Credit Card payments as per Section 1.18?** **Yes** X **No** _____

5.12 **Did you include the Criminal History Records Check as per Section 2.7?** **Yes** X **No** _____

5.13 **Did you include the Drug-Free Workplace as per Section 3.11?** **Yes** X **No** _____

5.14 **Did you include the Insurance Checklist as per Section 3.15?** **Yes** X **No** _____

5.15 **Did you include the Detailed Submittal as per Section 4.2?** **Yes** X **No** _____

5.15 **Cost per Square Foot for Security Window Film (or equal), Price must include an anchoring system:**

$ 3.05

5.16 **Cost per Square Foot for Labor to Install the film: $** 5.70

5.17 **Vendors may submit other information relative to the services to be performed under this Contract. Vendors may also list other equipment, not specifically stated, that may be used to perform the services requested. Please attach this to your bid response.**

SECTION VI SPECIFICATIONS CHECKLIST FOR BID 3634 SECURITY WINDOW FILM AND INSTALLATION

VENDOR Energy Control Consulatants, Inc.

Bidders must complete the Specifications Checklist and return with their bid. If submitting electronically, bidders must attach the Specifications Checklist with their response. Bidders are to indicate if the product being bid meets the minimum specifications by marking the "Yes" or "No" box. If the minimum specification is not met, bidder must explain in the "Comment" section of the checklist. Bidders may include additional sheets if needed.

6.1 TECHNICAL SPECIFICATIONS

Manufacturer: 3M Commercial Solutions Division

Brand Name: 3M Safety & Security

Model # / Product Code: S80

Specification	Yes	No	Comment
Optically Clear	x		
Applies to Interior Glass Surfaces	x		
Protect from Broken Glass Hazzard	x		
Reduces UV Rays	x		
Bomb Blast Mitigation	x		
Safety Glazing	x		
Deter Breaking and Entering	x		
Envelope Protection	x		
Glass Breakage	x		
Seismic Preparedness	x		
ANSI Z97.1	x		
CPSC 16 CFR 1201	x		
Anchoring System	x		
Minimum of 8 mils thickness	x		

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3634

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23

REQUIRED	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCCUR	EACH OCCURRENCE	$1,000,000
			FIRE LEGAL LIABILITY	$100,000
			MED EXP (Per person)	$5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$1,000,000
		X POLICY PROJECT LOC	GENERAL AGGREGATE	$2,000,000
			PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE	$2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE; $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.

AGENCY NAME: William Knight Insurance Agency AUTHORIZING SIGNATURE: Amber Lowe

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: Energy Control Consultants, INC AUTHORIZING SIGNATURE: Paul J Shamiyeh, President

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by Contractor)

I, Paul J. Shamiyeh, President or other Principal

Officer of Energy Control Consultants, INC, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

Paul J Shamiyeh
President or Principal Officer

For: Energy Control Consultants, INC
Name of Company

STATE OF TENNESSEE}
COUNTY OF Sevier }

Subscribed and sworn before me by Paul J Shamiyeh,

President or Principal Officer of Energy Control Consultants INC

On this 17th day of March 2025.

Amy Bohanan
Notary Public

My Commission expires: 5/24/28

AMY BOHANAN
STATE OF TENNESSEE NOTARY PUBLIC
SEVIER COUNTY

ATTACHMENT C

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with 5 or more employees)

I, Paul J. Shamiyeh, President or other Principal

Officer of Energy Control Consultants, INC swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

Paul J Shamiyeh
President or Principal Officer

For: Energy Control Consultants, INC.
Name of Company

STATE OF TENNESSEE }
COUNTY OF Sevier }

Subscribed and sworn before me by Paul J Shamiyeh

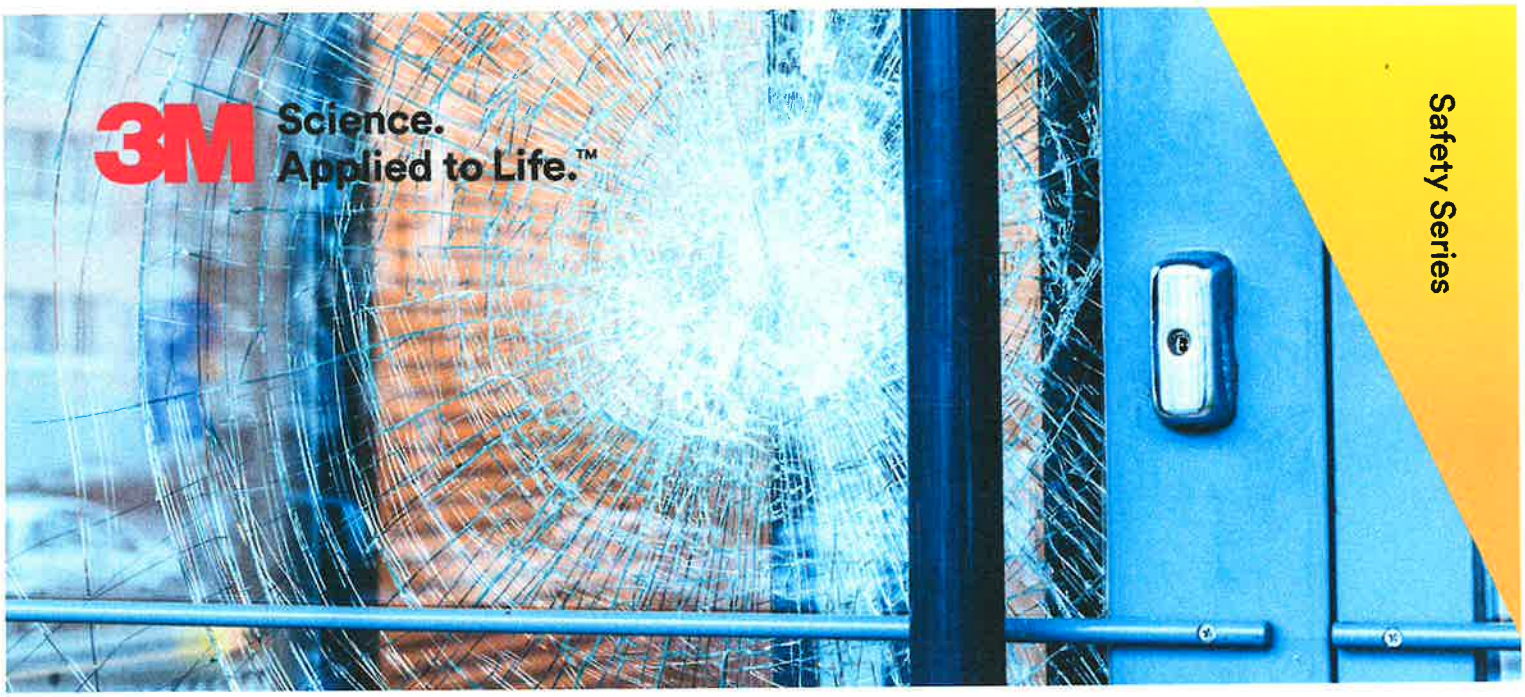
President or Principal Officer of Energy Control Consultants Inc

On this 14th day of March 2025.

Amy Buchanan
Notary Public

My Commission expires: 5/24/28

AMY BUCHANAN
STATE OF TENNESSEE NOTARY PUBLIC
SEVIER COUNTY



Protect tenants and your property even on a budget with 3M™ Safety & Security Window Film.

- Mitigates hazards from shattered glass due to natural and human causes
- Increases security and provides added protection against smash and grab burglaries
- Helps provide protection to people and property from flying glass in natural disasters
- Increases anti-spall protection for laminated glass
- Can be combined with 3M™ Impact Protection Attachment Systems for additional safety and security
- Helps extend the life of furnishings by significantly reducing harmful UV rays, the largest cause of fading

	S40	S70	S80
Break and Entry	★	★★★	★★★
Safety Glazing	★★★	★★★★	★★★★½
Seismic	★★★★	★★★★★	★★★★★
Blast Mitigation	★	★★★★	★★★★
Anti-Graffiti	★★	★★★	★★★

Best ★★★★★
Better ★★★★
Good ★★★
Fair ★★
Not Recommended ★

Valued Associations and Alliances:

CLINTON FOUNDATION | CLINTON CLIMATE INITIATIVE

ENERGY STAR PARTNER

EWFA EUROPEAN WINDOW FILM ASSOCIATION

IWFA INTERNATIONAL WINDOW FILM ASSOCIATION

RECOMMENDED SKIN CANCER FOUNDATION

U.S. GREEN BUILDING COUNCIL LEED USGBC



Break and Entry

- Provides precious time by helping to deter unwanted individuals from entering your building or home
- Help protect occupants and assets

Completed Testing
- EN 356
- UL 972
- ULC 332



Safety Glazing and Human Impact

- Upgrade your glass to meet safety glazing codes*
- Help protect your occupants from broken glass hazards

Completed Testing
- ANSI Z97.1
- 16 CFR CPSC 1201
- EN 12600



Seismic and Spontaneous Glass Breakage

- Glass fragment retention film for increased protection for people, property and possessions

Completed Testing
- ANSI Z97.1
- 16 CFR CPSC 1201
- EN 12600



Bomb Blast and Explosion Protection

- Help protect people from flying glass shards, one of the most common causes of blast related injuries and fatalities

Completed Testing
- ASTM F1642
- GSA TS01-2003
- ISO 16933

Film Properties (nominal) — not for specification purposes

Film Type	Film Thickness	Construction	Tensile Strength	Break Strength	Elongation at Break	Peel Strength	Abrasion Resistance
Safety S40	4 mil (0.10mm)	Single ply	25,000 psi (172 MPa)	100 lbs/in (445 N / 25mm)	>125%	> 4 lbs/in (18 N / 25mm)	<5%
Safety S70	7 mil (0.18mm)	Single ply	25,000 psi (172 MPa)	175 lbs/in (778 N / 25mm)	>125%	> 5 lbs/in (22 N / 25mm)	<5%
Safety S80	8 mil (0.20mm)	2-ply	25,000 psi (172 MPa)	200 lbs/in (890 N / 25mm)	>125%	> 2 lbs/in (9 N / 25mm)	<5%

3M products are tested to multiple industry standards. Glazing systems vary. Contact 3M for more information.
**Building codes vary, please consult with 3M and your local code official.*

Warranty, Limited Remedy and Disclaimer: Many factors beyond 3M's control and uniquely within user's knowledge and control can affect the use and performance of a 3M product in a particular application. User is solely responsible for evaluating the 3M product and determining whether it is fit for a particular purpose and suitable for user's method of application. Unless an additional warranty is specifically stated on the applicable 3M product packaging or product literature, 3M warrants that each 3M product meets the applicable 3M product specification at the time 3M ships the product. **3M MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY OR CONDITION ARISING OUT OF A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE.** If the 3M product does not conform to this warranty, then the sole and exclusive remedy is, at 3M's option, replacement of the 3M product or refund of the purchase price. **Limitation of Liability:** Except where prohibited by law, 3M will not be liable for any loss or damage arising from the 3M product, whether direct, indirect, special, incidental or consequential, regardless of the legal theory asserted, including warranty, contract, negligence or strict liability.

3M

3M Commercial Solutions Division
3M Center, Building 220-12E-04
St. Paul, MN 55144-1000
3M.com/windowfilm

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98-0150-0748-1

Knox County
Business Tax Standard License

May 13, 2024

ENERGY CONTROL CONSULTANTS, INC.
PO BOX 1610
POWELL TN 37849-1610

Letter ID:	L0759938368
Expiration Date:	15-May-2025
Return Due By:	15-Apr-2025

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 1000392561 and your classification is 3. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on April 15, 2025. Please visit www.tn.gov/revenue for additional information.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA

✂ ----------

Knox County
Business Tax Standard License

This certificate must be publicly displayed.

ENERGY CONTROL CONSULTANTS, INC.
7608 NORTHFIELD BLVD
POWELL TN 37849-3797

Date Issued:	13-May-2024
Classification:	3
Letter ID:	L0759938368
License Number:	1000392561
Expiration Date:	15-May-2025

Energy Control Consultants, Inc.

865 947 3013 Office
www.coolsunlight.com
P.O. Box 1610 Powell, TN 37849-1610

Providing the finest quality in architectural glass treatments since 1985

Authorized Dealer Renewable Energy Division

Authorized Premier Elite Dealer
Window Film Products

Prestige Dealer Network
South Central Dealer of the Year 2020 & 2021

RECOMMENDED
SKIN CANCER FOUNDATION

Energy Control Consultants, Inc

Qualifications

- ECC has over 40 years of experience as an East Tennessee authorized 3M window film dealer. Combined we have over 80 years business experience.

Experience

- Knox County Schools security film project
  Over 129,000 square feet over 94 schools
- Webb School of Knoxville
  5104 square feet security film
- Grace Baptist Knoxville
  3310 square feet 3M security film

Other notable projects over the last few years
(References on request)

- 88,000 square feet 30 story office building in Nashville, Tn.
  Wm. Snodgrass Tennessee Tower remove and replace
  3M RE35Amber
- 8 story office building Nashville, Tn.
  Rachel Jackson Building 3M RE35Amber
- TVA Twin Towers Knoxville
  55,000 square feet 3M Prestige 70
- Knoxville Metropolitan Airport
  8500 square feet 3M Prestige 70
- Knoxville Convention Center
  10,000 square feet 3M NV25
- Knox County Public Buildings
  Trane ESCO Project 3M NV25

References

Knox County Schools
Robby Speegle
Purchasing Supervisor
865-594-3635
Robert.speegle@knoxschools.org

Energy Control Consultants
Webb School of Knoxville
Dave Perkins
Director of Facilities & Operations
865-291-3852
dave.perkins@webbschool.org

Energy Control Consultants, Inc. of Tennessee
Grace Baptist Knoxville
Ted Francisco
Head of Campus Security
865-691-3868
ted.francisco@gracebc.org

3M™ Window Film

2025

Window Film Manual



3M™ Window Films

Technical Service

3M Renewable Energy Division

3M™ Window Film
Installation

Flat Glass

Tools and Equipment

Authorized 3M Sun Control WF Distributor

Film dispenser with spare cutter head assembly
Replacement blades for film dispenser
Three-gallon (11 liter) plastic PRESSURE spray tank - 8' - 10' (2-3m) plastic hose
Replacement nozzle for three-gallon spray tank
8" (20 cm) Window cleaning squeegee with replacement rubbers
20" (50 cm) Window cleaning squeegee with replacement rubbers
5" (13 cm) Film application squeegee with replacement blades recommended for Safety Films
6" (15 cm) Film application squeegee with replacement blades
8" (20 cm) Film application squeegee with replacement blades
1" (25 cm) Window scraper with replacement blades
4" (10 cm) Window scraper with replacement blades
Five-way tool
Olfa knives with replacement break-away blades
Positioning solution (see page)
36" (90 cm) and 72" (1,8 m) Straight ruler (metal)
Miscellaneous metal or plastic trim guides



Miscellaneous Hardware & Equipment

Available locally

15' (5 m) or 25' (8 m) Flexible steel measuring ruler
Waist apron
Drop cloths (absorbent)
Lint-free towels
Scissors
Screwdrivers
Pliers
Claw hammer
Allen wrench set
Vacuum cleaner (aqua-vac)
Small paint brushes (for edge sealer)
3M™ Brand masking tape
Sponges
Edge Sealer - 3M™ Clear Auto Sealer - Part #08551 - for exterior and interior
Step ladders and extension ladders
Scaffolding or access equipment as required

Important:
The information provided in this report is believed to be reliable; however, due to the wide variety of intervening factors, 3M does not warrant that the results will necessarily be obtained. All details concerning product specifications and terms of sale are available from 3M.

3M
Renewable Energy Division
St. Paul, MN 55144-1000
1-866-499-8857
www.3M.com/windowfilm

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04/08 DMR #

3M™ Window Film
Installation

Tool and Equipment Inspection

Inspect Before Leaving For Application Site

1. Film Dispenser
   a. New sharp blades
   b. Alignment of horizontal cutter
   c. Spare blades
   d. Clamp bar - surface clean and positive grip
2. Plastic Pressure Spray Tank
   a. No Leaks
   b. Flush out before filling
3. Squeegees
   a. Clean, Straight, Flat and Sharp
   b. Blade edge - replace if worn or nicked
4. Application Squeegee Repair
   a. Rub across edge with 400 or 600 grit 3M **Wetordry**™ brand sandpaper
   b. Maintain good square edge
   c. If nicks and chips are still present, use 200 or 300 grit 3M **Wetordry**™ brand sandpaper. Go back and finish off with 400 or 600 grit 3M **Wetordry**™ brand sandpaper.
5. Knives
   a. Use break-away blades
   b. Use new tip after 3 cuts
   c. Use stainless steel blades



Film Inspection

Inspect Before Leaving For Application Site

1. Correct Film
2. Correct Sizes
3. Free of Visual Defects
   a. Edge damage
   b. Buckles
   c. Wrinkles
4. Sufficient amount of film and proper run number

Important:
The information provided in this report is believed to be reliable; however, due to the wide variety of intervening factors, 3M does not warrant that the results will necessarily be obtained. All details concerning product specifications and terms of sale are available from 3M.

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www.3M.com/windowfilm

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04/08 DMR #

3M™ Window Film
Installation

Window Preparation

1. If possible, Customer should provide clear access to window
2. Protect floor, carpet, window ledge, wall, etc., with suitable absorbent material (drop cloth) - not plastic
3. Turn off or cover heating/AC and ventilation ducts
4. Set film dispenser when required
5. Have tools and supplies as close to the window as possible



Clean Glass and Frame

- Wipe down window frame with damp cloth or sponge
- If window putty or seal is old and cracked, tape or seal prior to washing glass
- Wash window using pressure spray tank
- If glazing is in good condition, flush edges
- Scrape glass
- Thoroughly rinse glass from top to bottom with pressure spray tank
- Squeegee entire glass surface
- Dry glass edge and window frame

Film Application

1. Lightly Spray Liner Side with Slip Solution to reduce static.
2. Cut Film 1" (2.5 cm) Wider and 1" (2.5 cm) Longer Than Glass Size.
3. Spray Glass with slip solution and lay Film on Glass with Adhesive Side Toward You. Note, thoroughly wet the adhesive with slip solution.
4. Remove Liner
5. Wash Fingers if needed to remove any remaining adhesive on fingers. By removing any existing adhesive on fingers, when turning film on glass positioning of fill we be easier to control.
6. Turn Film Around and Apply to Glass.
   A. Position right side and top, leaving 1/8" (3mm) border.
   B. If window is not square, all edges might need trimming.

Important:
The information provided in this report is believed to be reliable; however, due to the wide variety of intervening factors, 3M does not warrant that the results will necessarily be obtained. All details concerning product specifications and terms of sale are available from 3M.

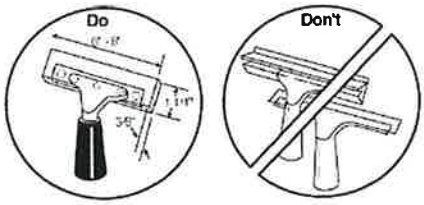
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Renewable Energy Division
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04/08 DMR #

3M™ Window Film
Installation

Film Application

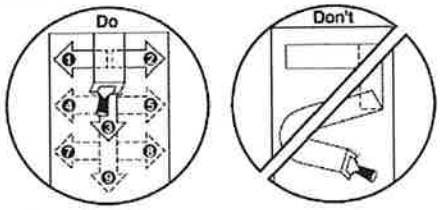
I. **First Squeegee.**
   A. Use proper squeegee



Note: Slip Solution – for all 3M Window Film Types. Slip Solution is defined as 1 ½ caps of Johnson Baby Shampoo per gallon of water. Modify slip solution if film sticks to glass or is too slippery.

It is extremely important to use the correct amount of slip solution in the spray water. Too much slip solution in the water can cause lack of adhesion, fingering, excess haziness, and slow drying.

   B. Lightly spray film surface.
   C. Use proper squeegee pattern.



   D. Always keep squeegee blade lubricated during squeegeeing.

II. **Trim Film to Size**
   A. Use trimming guide.
   B. Trim within 1/8" (3mm) of window edge.
      - Water removal
      - Reduce dirt entrapment at edge
      - Prevent edge damage
      - Prevent edge corrosion
   C. Always use new blade tip after 3-4 cuts.

III. **Relubricate with Slip Solution and Squeegee (Using Squeegee and Squeegee Pattern Mentioned Above) Until All Water is Removed.**

IV. **Dry Edges (Bumping).**
   A. Bump film edge with absorbent lint-free towel wrapped around edge of Five-Way tool.
   B. Wipe frame edge dry.

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04/08 DMR #

3M™ Window Film
Installation – Safety and Security Window Films

3M™ Safety & Security films install differently than the standard Sun Control or Architectural films. Because they are generally thicker, their proper installation requires added squeegee pressure and special technique to ensure maximum water removal. In addition, some water may remain behind, causing a haze and blotchy appearance. This is completely normal and may take several weeks to dry. For the best results, follow the techniques outlined below.

3M™ Ultra Series Safety & Security films feature a unique microlayer construction that makes them more flexible than films of similar thickness. This allows for easier application. When cutting 3M™ Ultra Series films, it is required that the film be cut all the way through -- do not try to tear at an edge. It may pull the film off the glass requiring additional spray and reapplication.



Window Preparation
Whenever possible, the customer should provide clear access to window
Protect floor, carpet, window ledge, wall, etc., with suitable absorbent material such as a drop cloth. It is not recommended to use plastic sheeting on the floor as it may become too slippery.
If possible, turn off heating/AC and ventilation ducts to reduce dirt and dust in the air or on the glass.
Set up film dispenser (or box) for cutting.
Have tools and supplies as close to the window as possible. A tool belt for the applicators is recommended.

Clean Glass and Frame
Wipe down window frame with damp cloth or sponge.
If window putty or seal is old or cracked, tape or seal prior to washing glass.
Wash window using pressure spray tank and slip solution.
Thoroughly flush edges.
Scrape glass using window scraper and proper blades.
Thoroughly rinse glass from top to bottom with pressure spray tank.
Squeegee entire glass surface.
Dry glass edge and window frame.

Film Application
Lightly spray glass with slip solution.
Cut film 1" (25 mm) wider and longer than glass surface
Lay film on glass with liner or adhesive side toward you.
Remove liner. In dry conditions, to minimize dust, you may want to spray the liner with some slip solution before removing.

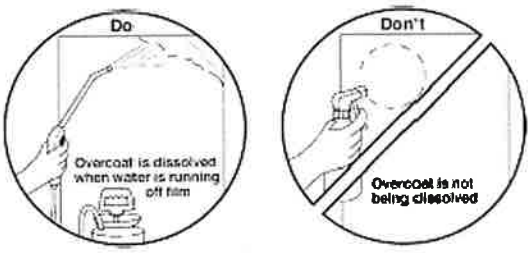
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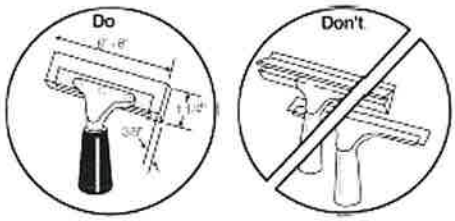
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3M™ Window Film
Installation – Safety and Security Window Films

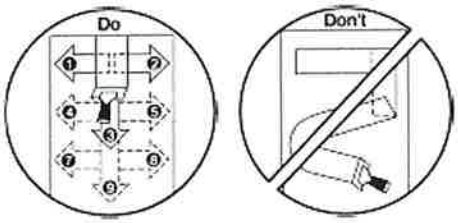
- **IMPORTANT:** If film contains overcoat, thoroughly wash off overcoat using slip solution in a plastic pressure spray tank. Apply enough water solution so that it is running off the bottom of the film. Refer to guidelines on Proper Overcoat Removal.



- Wash fingers with slip solution.
- Turn film around and apply to glass.
- Position right side and top, leaving 1/8" (3 mm) border between the edges of the film and frame
- If window is not square; all edges might need trimming.
- Squeegee film to glass using proper squeegee. The proper squeegee is no more than 6 inches wide. The squeegee should be straight, sharp, flat and free of cuts nicks or other defects. The "Blue Max" is recommended. If the blade is too hard or soft, water removal will be difficult.



- Lightly spray film surface with positioning solution.
- Use proper squeegee pattern and use both hands to apply firm pressure:



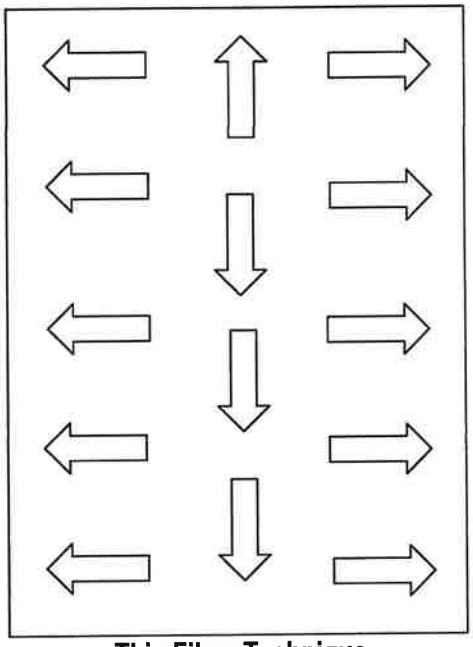
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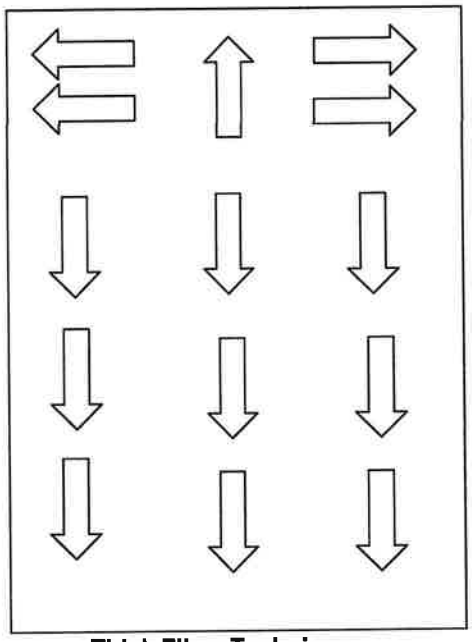
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3M™ Window Film
Installation – Safety and Security Window Films

- Always keep squeegee blade lubricated with positioning solution.
- The first squeegee pass is the most critical for removing water to achieve a high quality installation. Be sure to apply firm pressure using both hands and 50% overlap on the first pass.
- Thicker films compound the difficulty of removing the maximum amount of water on the first pass. Illustrated below are two squeegee techniques. The technique on the left is acceptable for thinner films (less than 6 mils thick). For thicker films, it is recommened to use the technique illustrated on the right:



Thin Films Technique



Thick Films Technique

- The Thick Films Technique will produce great results for thin films but the Thin Films Technique may not produce acceptable results for thicker films.
- Allowing gravity to work with you to remove the water helps achieve a quality installation with minimal effort.
- Squeegeeing more than once should not be necessary of properly done the first time
- Trim film to size using a trimming guide and OLFA knife to within 1/8" (3 mm) of window frame.
- Always use new blade tip after a maximum of 3 cuts for thin films and after every cut for security films.
- Re-lubricate with slip solution and re-squeegee (using squeegee and squeegee pattern mentioned above) until all water is removed.
- Bump film edge with absorbent lint-free towel wrapped around edge of five-way tool.
- Wipe frame edge dry.

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3M™ Window Film
Installation

Champagne Bubble Reduction and Proper Overcoat Removal

3M™ Ultra Series Safety and Security Window Films are made with a special adhesive "overcoat" to facilitate removal of the liner and to allow for easier repositioning of the film on glass. While the overcoat makes handling of the film easier, it is critical that it be washed off properly to ensure a quality film installation with minimal defects. Residual overcoat may lead to "champagne" bubbles, which may not be readily visible immediately after the film installation.

The following 3M™ Ultra Series Safety and Security Window conatin an adhesive overcoat:

- Ultra Prestige PR S50 & Ultra Prestige PR S70
- Ultra Night Vision S25
- Ultra Silver S20
- Ultra Neutral S35 & Ultra Neutral S50



Properties of the Overcoat: The overcoat turns into a gelatin-like substance when wet. It is soluble in cold water but insoluble in hot water (>120°F). Due to its unique temperature-dependent solubility properties, it is extremely important that as much overcoat is removed as possible before applying the film to glass – especially on glass that is already hot during the film installation or on glass that is likely to get hot before the film has completely dried. Residual overcoat that is trapped in a thin layer of hot water between the film and glass may begin to solidify, which could lead to an irreversible "champagne bubble" defect that could develop until the film has completely dried (usually within 7 days).

Overcoat Removal Instructions: The film adhesive must be washed with water / slip solution. Simply wetting the film with slip solution is not enough to wash off the overcoat. Begin washing the adhesive at the top of the film, allowing a front of water to gravitate down the film while slowly washing the rest of the film below. The slip solution should be running off the film (along with the overcoat) when washed properly.

CAUTION using 'Reverse Roll' Techniques: Reverse rolling is a convenient method of applying film on large windows. This method involves spraying slip solution onto the glass and unwinding the roll along the glass. Spraying the glass only is NOT a sufficient means of overcoat removal. If using a reverse roll technique to separate film from liner, it is necessary to remove the film from the glass to thoroughly wash off the overcoat as described above before repositioning the film for final application.

Employing the following general best installation practices will also help reduce the chance of residual overcoat induced champagne bubble formation:

- Avoid working under conditions when the glass is hot (glass surfaces that are or likely to be above 120°F within 72 hours)
- Use a stiff squeegee blade that is sharp, straight, and flat; and no wider than 6 inches
- Use just enough soap in the slip solution to allow for easy repositioning of the film on the glass – no more, less.
- Overlap squeegee strokes by at least 1/3, angling the squeegee towards the wet areas of the film. Forcing water through dry areas of the film can also lead to champagne bubbles. Squeegeeing areas more than once should not be necessary when employing the proper pressure and squeegee tools.

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3M™ Window Film
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Splicing

- Position and direction of splice must be determined by salesperson and customer prior to film installation.
- Leave instructions with customer that window washers should be aware of splice and squeegee window from direction of film that is on top.
- Always match factory edge to factory edge - Mark edge with masking tape.
- To reduce the risk of splice joint gap, squeegee parallel to the film edges to be joined



Overlap Splice

1. Overlap splice pieces about 1" (25 mm) and draw back to 1/8" (3 mm)
   a. Horizontal splice - upper piece overlapping lower
   b. Vertical - Left-hand piece over right-hand piece
2. Slowly squeegee parallel to overlap splice - lubricate film as required
3. Squeegee out maximum amount of water
4. Overlap splice is preferred for Safety and Security Window Films (overlap splice must be 1/8" - 1/4" (3-6 mm)

Butt Splice / Cut Through Splice

1. Overlap film pieces 1" (25 mm)
2. With new sharp blade and a straight edge, cut through both pieces in exact center of overlap
   NOTE: Use a new blade for each and every splice cut
3. Remove small piece from top, lift corner of bottom panel and remove lower smaller piece (spray water on splice during this process)
4. Slowly squeegee parallel to splice - lubricate as required
5. Squeegee out maximum amount of water

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3M™ Window Film
Installation

Edge Sealing

Why Edge Seal?

1. Protect edges from moisture
2. Prevent corrosion
3. Protect during washing
4. Helps protect against vandalism

NOTE: Edge sealing is a MUST for ALL metalized external film applications or no warranty claim will be accepted- Edge sealing is not required on Exterior Prestige applications unless water may pool on the frame edge (example non-vertical glass where there is no drainage around the bottom edge of frame)



How to Edge Seal

1. Use 3M Clear Auto Sealer (part #08551). Available through automotive paint and body equipment suppliers
2. Surface must be clean and dry
3. Apply with small paint brush or cotton swab
4. Avoid sealant running down surface of film

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3M™ Window Film
Installation

Weather Guidelines – Interior Film

The main concern with installing film at temperatures below freezing would be that any water left behind during installation would freeze and cause a visible defect in the film. Thus the best method for reducing any potential problems would be to take extra care to remove all excess water during installation. The only way that the water could potentially freeze would be if the temperature of the interior pane of glass dropped below 32 °F. Below are a few recommendations to look for when installing in cold temperatures. As a general rule these guidelines would be recommended any time temperatures are expected to be under 0 °F for double pane glass or under 32 °F for single pane glass, within 72 hours of the installation period.

1. Check the temperature of the interior pane of glass, with an understanding that the temperature of the glass will drop significantly at night. If the temperature of the interior pane is less than 32 °F do not install film.
2. Spray the glass with film mounting solution, if the mounting solution freezes do not install film.
3. Use a temperature gun to determine the temperature of the frame of the window right next to the glass. Water left around the edges of the glass could freeze due to the frame
4. Check to see if heating vents are directed at the glass and will hold that glass at a warmer temperature, often allowing film installation at significantly lower outside temperatures.
5. Determine what temperature the building is kept at during the night. Often unoccupied spaces, or spaces being renovated will be kept at much lower temperature, as are some buildings that utilize temperature setbacks at night.

In general, there are very few days that would prohibit film installation in the US climate. The interior temperature of the building will typically hold the interior glass temperature above 32 °F. The above are situations to be aware of, as well as suggestions to minimize the risk of installing film in temperatures that are too low.

Weather Guidelines – Exterior Film

1. Do not install film during precipitation, as this will cause debris to run off the building and get behind the film
2. Do not install film if the exterior temperature will drop below 32F in the next 15 days
3. Do not install film if the temperature of the exterior glass exceeds 120F or is too hot to touch, in some cases you may need to ensure that you are installing film on the side of the building that is not getting direct sunlight during the time of the installation
4. Check for windy conditions

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3M™ Window Film

Important Details about your Installation of 3M™ Sun Control Window Film

Dear Customer:

Congratulations! You have just purchased a superior sun control film. 3M has devoted 30 years to the development and improvement of 3M™ Sun Control Window Film so that today you may enjoy the sun without experiencing the full effects of its harmful rays.



As with all products containing an adhesive system, a drying time is necessary to achieve the proper bond to the window. During this process, some changes may be observed. So that you will understand these differences, we would like to note some of them for you. They are normal and should be expected. Listed below, by way of recap, are the points covered by your Authorized Dealer.

- Drying time will be approximately 30 days. Please do not wash your windows during this period.
- Any haziness you may see is water under the film. You will see less and less of this as the days pass.
- A milky appearance might be experienced, but it too disappears during the drying period.
- All water bubbles will dry out, but a few small particles or points may be apparent when dry. These points, generally seen from the outside, are very tiny and are inherent in the use of a pressure sensitive adhesive system. An adhesive of this type is used because it is the only one that will withstand high humidity, driving rains and window condensation. You will normally see these particles only if you get quite close to the glass, which is something we ordinarily do not do. They will not affect the films performance.

The 1/8" (3 mm) border you notice is a requirement of the application according to 3M.

- Cleaning should be done using normal household window cleaners* or any non-abrasive window cleaning solution and wiping with a soft towel or squeegee. Paper towels or natural sponges should not be used.

NOTE: Sometimes what seems to be a defect in the film is, in fact, an imperfection in the glass. It is quite natural that one should look closely at a new purchase, but at times we observe things that were always there but never noticed. A good rule to follow is to look at the installation from six feet away. This is the manner in which we normally look through a window and the way in which you should observe your 3M™ Sun Control Window Film — looking through it, not at it.

We and 3M hope you will enjoy your installation. With proper care, we know you will receive many years of benefit from its presence on your windows.

Very truly yours,

_____

Authorized Dealer/Applicator

*See warranty for cleaning instructions.

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3M™ Window Film
Installation

Care and Cleaning Instructions for 3M Films

1. CARE MUST TAKEN NOT TO SCRATCH THE FILM, DO NOT USE BRISTLE BRUSHES OR ABRASIVE CLEANING MATERIALS
2. Household window cleaning solutions, such as Windex, are recommended
3. A soft cloth or clean synthetic sponge is recommended for washing. Do not use the same towel or sponge for wiping sills or frames. Paper towels or newspapers not recommended
4. A soft squeegee is recommended for removal of cleaning solution from the film
5. Do not apply heavy pressure in any cleaning operation
6. TIPS:
    a. Additional caution is recommended when cleaning spliced areas. Clean in the direction of the splice
    b. Do not leave the film wet
    c. Make sure you use a different sponge, cleaning cloth and water bucket for cleaning the outside and the inside of the windows
    d. Use a little extra detergent for cleaning 3M™ Sun Control Window Film — it gives more ease to squeegeeing



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Energy Control Consultants, Inc.

865 947 3013 Office
www.coolsunlight.com

P.O. Box 1610 Powell, TN 37849-1610

Providing the finest quality in architectural glass treatments since 1985

Authorized Dealer Renewable Energy Division

Authorized Premier Elite Dealer
Window Film Products

Prestige Dealer Network
South Central Dealer of the Year 2020 & 2021

RECOMMENDED SKIN CANCER FOUNDATION

Energy Control Consultants, Inc

Qualifications

- ECC has over 40 years of experience as an East Tennessee authorized 3M window film dealer. Combined we have over 80 years business experience.

Experience

- Knox County Schools security film project
  Over 129,000 square feet over 94 schools
- Webb School of Knoxville
  5104 square feet security film
- Grace Baptist Knoxville
  3310 square feet 3M security film

Other notable projects over the last few years
(References on request)

- 88,000 square feet 30 story office building in Nashville, Tn.
  Wm. Snodgrass Tennessee Tower remove and replace
  3M RE35Amber
- 8 story office building Nashville, Tn.
  Rachel Jackson Building 3M RE35Amber
- TVA Twin Towers Knoxville
  55,000 square feet 3M Prestige 70
- Knoxville Metropolitan Airport
  8500 square feet 3M Prestige 70
- Knoxville Convention Center
  10,000 square feet 3M NV25
- Knox County Public Buildings
  Trane ESCO Project 3M NV25

References

Knox County Schools
Robby Speegle
Purchasing Supervisor
865-594-3635
Robert.speegle@knoxschools.org

Energy Control Consultants
Webb School of Knoxville
Dave Perkins
Director of Facilities & Operations
865-291-3852
dave.perkins@webbschool.org

Energy Control Consultants, Inc. of Tennessee
Grace Baptist Knoxville
Ted Francisco
Head of Campus Security
865-691-3868
ted.francisco@gracebc.org

KNOX COUNTY GOVERNMENT

AND

TENNESSEE WINDOW FILMS, LLC

This Contract made and entered into this _____ day of _____, 2025 by and between **Knox County Government** through its governing body and authorized representative, hereinafter referred to as **"Knox County" and Tennessee Window Films, LLC** hereinafter referred to as **"Contractor."**

Whereas, County requested sealed bids for the provision of Security Window Films and Installation Services for Knox County Government, (Invitation for Bid 3634);

Whereas, Contractor submitted a Bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by Knox County;

Whereas, Contractor agrees and undertakes to provide Security Window Films and Installation Services to Knox County, as set forth in the Invitation for Bid, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the Knox County Government, the Contractor agrees in all respects, to be governed by the Invitation for Bid specifications and the Contractor's response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this contract. This contract commences on the 1st day of August 2025, and ends the 31st day of July 2025, unless terminated in conformity with the terms of this contract as contained in paragraphs 7 and 8. Upon the mutual agreement of Knox County and the Contractor, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years.

2. Payment. Knox County shall pay Contractor the amount as agreed upon in Knox County's Invitation for Bid 3634 for Security Window Films and Installation Services as follows:

See Attachment "B" Contractor's Written Response to Invitation for Bid 3634

Pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed.

3. **Placement of Orders.** Knox County departments and agencies will place orders with the Knox County Procurement Division. Knox County Procurement will issue purchase orders to the Contractor. Only purchase orders issued by Knox County Procurement shall be honored.

4. **Invoicing and reporting requirements.** Contractor shall invoice Knox County upon the successful completion of all aspects of a particular job. Contractor is hereby cautioned that it can take a minimum of 30 days to process invoices.

As several different departments may use this contract, please adhere to the following guidelines:

For KCSMO mail all invoices to:

Knox County Schools Maintenance & Operations
Purchasing Supervisor
900 East Fifth Avenue
Knoxville, Tennessee 37917

For Knox County Departments mail all invoices to:

The address listed on the Purchase Order for the ordering department.

5. **Pricing and Escalation.** Contractor warrants that the unit pricing stated in Attachment "B" shall remain firm for a period of one (1) year from the first day of the contract period. If the Contractors price is increased after the first year, Knox County must give written approval before the increase shall become effective. Requests for price adjustments must be submitted at least sixty (60) days in advance of the date the price increase is requested. Justification for the requested adjustment (costs of labor and/or materials) must be accompanied by appropriate documentation.

6. **Safety.** The successful vendor shall exercise all safety measures associated with the services to be performed under this contract and hereby warrants that all employees working under this contract have been trained in the proper and safe practices of Security Window Films and Installation Services and related duties.

7. **Termination.** Knox County may terminate this contract with or without cause, upon written notice of not less than thirty calendar days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed written permission of Knox County. The agencies utilizing this Contract may also terminate their individual participation by written notice.

Should the Contractor fail to provide Security Window Films and Installation Services as detailed herein, Knox County will communicate the **problem(s) to the Contractor** verbally and keep a written record as to what the problem(s) are and when the contractor was contacted.

The Contractor shall have 72 hours to rectify the problems. If the same or other problems persist or reoccur, Knox County may terminate the contract.

8. Appropriations. In the event no funds are appropriated by Knox County for Security Window Films and Installation Services in any fiscal year or insufficient funds exist to provide the services, then the contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party.

9. Independent contractor. Contractor and Contractor's employees shall serve as independent contractors and County shall not be in any manner responsible for any payment, insurance, or incurred liability.

10. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Miscellaneous Construction and Renovation Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

11. Criminal background check. Contractor agrees to comply with Tennessee Code Annotated Section 49-5-413. As required under the statute, Contractor will provide fingerprinting and criminal history records checks, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation, for all employees, subcontractor personnel and students that will enter the grounds of any of the schools (previously defined as premises) in performance of the Services in this contact before permitting the employee, subcontractor personnel or student to have contact with students or enter school grounds when students are present. Criminal background checks are the expense of the Contractor. If the employee or subcontractor personnel has previously had a criminal history check in accordance with Tennessee Code Annotated Section 49-5-413, Contractor shall provide a copy of the criminal background check to the Knox County and this will serve as compliance with said requirement.

12. Severability clause. If any provision of this contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

13. Prohibition against assignment. Contractor shall not assign this contract to any party, company, partnership, incorporation, or person without prior specific written consent of Knox County.

14. Jurisdiction. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

15. Right to inspect. Knox County reserves the right to make periodic inspections of the manner and means the services are performed.

16. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

17. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the contract for inspection by Knox County or by any other governmental entity or agency participating in the funding of this contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that **represent the Contractor's costs** of manufacturing, acquiring or delivering the products and services governed by this contract.

18. Limitations of liability. In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

19. Contractor shall indemnify, defend, save and hold harmless, Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the **contract by Contractor**, its subcontractors, agents or employees or due to any negligent act or occurrence or omission or **commission of Contractor**, its subcontractors, agent, or employees.

20. Delivery. Contractor shall render Security Window Films and Installation Services for Knox County in accordance with the **Contractor's** schedule and coordinated with Knox County or its designee.

21. Contract documents. It is mutually agreed by both parties that the following documents are made part of this contract and are incorporated herein by reference:

a. Invitation for Bid 3634
b. Contractor's Written Response to Invitation for Bid 3634

It is agreed that this contract, represents the **entire contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this contract to be executed on the day and year first above written.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County board of Education on the _____

Day of _____ , 2025, as reflected in its minutes, and certified by its Chairperson.

_____ _____

BOARD CHAIR – Signature **BOARD CHAIR – Printed Name**

Date _____

KNOX COUNTY GOVERNMENT

_____ _____

MAYOR – Signature **MAYOR – Printed Name**

Date _____

KNOX COUNTY LAW DIRECTOR

CONTRACT #: 25-221 (C) **KNOX COUNTY, TENNESSEE**
APPROVED AS TO LEGAL FORM

_____ _____

Law Director's Office – Signature **Law Director's Office – Printed Name**

Date _____

TENNESSEE WINDOW FILMS, LLC

_____ _____

AUTHORIZED SIGNATURE **PRINTED NAME**

DATE _____

Attachment "A"

Invitation for Bid #3634

Security Window Film and Installation Services

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Security Window Film and Installation** as specified herein. Bids must be received by **2:00 p.m.** on **March 18, 2025**. Late bids will be neither considered nor returned.

Please Deliver Bids to:

Bid Number 3634
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name and Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Donnie Fawver, CPPB, Construction & Contract Specialist/Senior Buyer, at 865.215.5756. Questions may be emailed to donnie.fawver@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/Procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, vendor can file a report online by accessing https://www.knoxcounty.org/audit/hotline.php. **Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on, an "all or none" basis, or by a multiple award, whichever is in the best interest of the County. Knox County reserves the right to not make an award.

1.6 **BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register, or submit their bid, electronically less than twenty-four (24) hour prior to the bid opening time.

Responses must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

1.7 **BID EXPENSES:** Expenses for developing the bids are entirely the responsibility of the bidder and shall not be chargeable in any manner to Knox County.

1.8 **BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions peculiar to specific brand products are made to establish a required level of quality and functional capabilities and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in their bid.

Or Equal does not mean the manufacturing process, but rather that the item will perform in the manner needed by the County. It shall be the responsibility of the bidders, including bidders whose product is referenced, to furnish with their bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of their bid.

1.9 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a small, minority or woman owned business and would like additional information about our Business Outreach Program please contact:

Diane Woods, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.10 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.11 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.

1.12 **DUPLICATE COPIES:** Knox County **requires** that bids being submitted by hand be one (1) marked original and one (1) exact copy.

1.13 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will** accept electronically transmitted bids through the County's On-Line Purchasing System. Facsimile and email submission is strictly prohibited.

1.14 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.15 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.

1.16 **NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.17 **NON-DISCRIMINATION:** Vendors, during the performance of this Contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

1.18 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific items(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the Knox County Credit Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

1.19 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.

1.20 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

1.21 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidder's ability.

1.22 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids submitted on paper shall:

- Be submitted on recycled paper;
- Not include pages of unnecessary advertising;
- Be made on both sides of each sheet of paper.

1.23 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **March 7, 2025 by 4:30 p.m.** These requirements also apply to specifications that are ambiguous.

1.24 **SIGNING OF BIDS:** When submitting your bid, in order to be considered all bids must be signed. Please sign the original in blue ink. When submitting electronically, the submission of the bid constitutes the acceptance of all terms and conditions and will legally bind the Vendor to the County's request for goods and/or services and the Vendors subsequent response.

1.25 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.26 **TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.

1.27 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Nondiscrimination on Federally Assisted Programs" — "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000d. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.

1.28 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.29 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

1.30 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders' list for twenty-four (24) months.

1.31 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/Procurement. Select the Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid less than twenty-four (24) hours prior to the bid opening time.

1.32 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract which have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits. All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. ***COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO BID REJECTION.***

2.7 **CRIMINAL HISTORY CHECK:** Any and all contractors, sub-contractors, successful vendors, vendor employees and school employees agree to comply with Tennessee Code Annotated Section 49-5-413. Tennessee Code Annotated Section 49-5-413 requires that all parties providing services at Knox County Schools must submit to a criminal history records check at their expense. The criminal history check is to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the party to have contact with students or enter school grounds when students are present.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum..

2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent Contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.14 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.15 **LIMITATION OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NO BOYCOTT OF ISREAL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Invitation for Bid, (3) Bid Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.19 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.23 **TERMINATION:** Knox County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The Knox County Schools Maintenance and Operations Department (KCSMO) intends to establish a term Contract with a vendor to provide Security Window Film and Installation as requested by KCSMO. Award will be based on Best Value. Best Value means more than low cost. It includes cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute an acceptance of goods or services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITION/DELETION OF GOODS/SERVICES:** Knox County may, but shall not be required to, request the vendor to add goods/services for Knox County. The successful vendor agrees that upon written designation by Knox County, it will add such goods/services under this Contract. Pricing for any additional goods/services will be negotiated with the vendor. Approvals must be in writing; there will be no verbal authorizations. Knox County may delete from the Contract goods/services in the pricing sheet without terminating the entire Contract.

3.4 **AWARD STATUS:** Knox County intends to issue a one-year (1) award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years.

Knox County and the Knox County Schools reserves the right to purchase these services from other sources if the need arises. Knox County and Knox County Schools reserves the right to revoke the award if these services are not satisfactory or a pattern of unavailability arises.

3.5 **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.

3.6 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.7 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

3.8 **CONTACT PERSONNEL:** It shall be essential to the success of this term contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two vendor contacts to handle billing inquiries and service-related issues. In the event one or both contacts leave the Knox County account, the successful bidder shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County to avoid any interruption of service.

3.9 **CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful bidder(s). The Knox County Procurement Division will draft this contract and no vendor forms, (e.g. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as Contract documents or as Contract attachments.

3.10 **DESTINATION AND DELIVERY:** Bidders are to include all destination and delivery charges in their price. **There will be no extra hidden charges.**

3.11 **DRUG-FREE WORKPLACE:** If **CONTRACTOR** has five (5) or more employees receiving pay: **CONTRACTOR** shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall Provide the Affidavit required by Public Acts, 2000, Chapter 918. **CONTRACTOR** shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.

3.12 **ENTRANCE TO KNOX COUNTY SCHOOL SITES:** Only authorized employees of the successful vendor(s) are allowed on the premises of Knox County School buildings. Vendor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Vendor(s). All employees must wear a company uniform or name badge identified with the Company name at all times.

3.13 **EVALUATION CRITERIA:**

Price	100 points

3.14 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.15 **INSURANCE CHECKLIST:** Vendors and their insurance agents must sign the attached insurance requirement form and submit it with their bid. This serves as proof that the vendor can and will obtain and maintain the insurance required for this project. **Upon notification of intent to award, the successful vendor shall be required to submit a Certificate of Insurance along with all endorsement pages showing the specified coverage and listing Knox County Government as additional insured.** The successful vendor must maintain the required insurance coverage with no lapse in coverage. If found to have a lapse in insurance coverage the vendor may be immediately terminated and debarred from doing business with Knox County and Knox County Schools.

3.16 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.

3.17 **INVOICING REQUIREMENTS:** KCSMO prefers to use Credit Cards as payment for these services. As several different departments may use this Contract, please adhere to the following guidelines for KCSMO. **Follow the guidelines of other departments when they purchase from you**. Do not put KCSMO charges on any other department and do not put the charges of other departments on KCSMO.

3.17.1 **MAIL ALL INVOICES FOR KCSMO TO:**
Knox County Schools Maintenance & Operations
Purchasing Supervisor
900 East Fifth Avenue
Knoxville, Tennessee 37917

3.17.2 **TRACKING NUMBER:** All invoices must have a Knox County Purchase Order number on them or they will be returned. Knox County Schools uses Purchase Order numbers for tracking. You will only have one number per invoice. If paid by credit card no tracking number will be required.

3.17.3 **INVOICE DETAIL:** At a minimum, these items must be shown on the invoice:

- **a.** The grand total amount
- **b.** An itemized list detailing the description, quantity and cost of each item or service provided (not if the job was a "Not to Exceed" project.)
- **c.** The location delivered to (e.g. XYZ School or Maintenance 5th Avenue)
- **d.** The date the work/materials were performed/delivered
- **e.** A statement that the price invoiced is per the bid/quote
- **f.** The Purchase Order Number

3.17.4 **SUBMIT ONE ORIGINAL INVOICE AND ONE COPY OF IT.**

3.17.5 **INVOICES ARE TO BE ORIGINAL, WITH A UNIQUE REFERENCE NUMBER. PREFERABLY INVOICES WILL BE WHITE.**

3.17.6 **REVIEW OF INVOICES:** Invoices will be reviewed for adherence to bid terms and/or the quotation.

3.17.7 **VARIATION:** Variation from the terms of our bids or quotations is strictly prohibited. It will help speed your payment if your invoice notes the bid number or name. It will be even more helpful if your invoice clearly states that the charges are in accordance with the bid or quotation terms. While failure to follow these guidelines may slow down the payment process, following these steps will help you receive payment faster.

3.17.8 **UNPAID INVOICES:** If invoices for KCSMO are unpaid after thirty (30) days, please contact Purchasing Supervisor at 865.594.3635 to ascertain the status.

3.18 **NEW MATERIAL:** Unless specified otherwise in the bid package, Contractor(s) must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of the bid. Refurbished or remanufactured materials **will not** be accepted.

3.19 **NEWS RELEASES BY CONTRACTORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

3.20 **NO CONTACT POLICY:** After the date and time the bidder receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this bid is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.21 **OPEN BIDDING INTENDED:** It is the intent and purpose of Knox County that this Invitation for Bid promotes competition. It shall be the bidder's responsibility to advise the Procurement Division if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Invitation for Bid. Such notification must be submitted in writing and must be received by the Procurement Division no later than **March 7, 2025 by 4:30 p.m.** local time.

3.22 **PRICING:** Vendors are to quote a firm fixed price for the next twelve (12) months. The price may not change during the term of the contract. However the vendor may request a price increase at each renewal period. A request for a price increase must be accompanied by proof of increased price to the vendor. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected the vendor may:

3.22.1 Continue with existing prices;
3.22.2 Not accept the renewal offer;
3.22.3 Request a lower price increase.

If a price increase is approved by Knox County, the approval notification will be done in writing and the Contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.23 **QUANTITIES:** Knox County does not guarantee any quantities of items or services to be purchased. Knox County will purchase these items or services on an as-needed basis.

3.24 **REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.

3.25 **REMOVAL OF VENDORS' EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the successful vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.

3.26 **REPRESENTATIONS OF CONTRACTOR:** The Contractor represents and warrants:

3.26.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished by it; and
3.26.2 That the firm is familiar with all Federal, State, municipal and county laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to, any special acts relating to the work or to the project of which it is a part; and
3.26.3 That such temporary and permanent work required by the Contract Documents as is to be done by the firm can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and
3.26.4 That the firm has carefully examined the plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

3.27 **RIGHT TO SEPARATELY BID PROJECTS:** KCS reserves the right to separately bid any project when it is in their best interest.

3.28 **SAFETY:** Vendor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, appurtenances and furnishings shall be protected by the Vendor from damage, which might be done or caused by work performed under this Contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the Vendor. The contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.

The vendor shall erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury. The vendor shall assume all responsibility for properly securing the work area for the safety of its employees, school staff, students and the general public.

3.29 **SCHEDULING OF WORK:** Vendor(s) shall cooperate with officials in performing work so that interference with the normal program will be held to a minimum. Work will normally be scheduled for regular work hours and not for overtime hours.

3.30 **SIGN-IN FOR KNOX COUNTY SCHOOLS:** Vendors must sign the Vendor Check-In Log at each school site where work is to be performed. Ask for the "Maintenance & Contractor's Sign-in Book" in the office area. Failure to sign-in will negate KCSMO responsibility to pay the resulting invoice. Vendors do not have to sign-in if the office area of the facility is locked.

3.31 **SUB-CONTRACTING:** Any sub-contracting must be approved, in advance, by both Knox County and KCSMO. Knox County and KCSMO may terminate the Contract if sub-contracting is done without approval.

3.32 **SUB-CONTRACTORS:** Bidders are strongly encouraged to solicit minority owned and operated sub-contractors for this bid and during the duration of the award.

3.33 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation by **March 7, 2025 by 4:30 p.m.** local time. Submit questions as noted in Section 1.1.

3.34 **VALUE ADDED RELATIONSHIP:** Knox County intends for this bid to result in a relationship with a vendor. Knox County desires a long-term relationship with a vendor in which common goals are shared. Among those goals are:

3.34.1 Fair and equitable treatment of vendor and owner.
3.34.2 Vendor expertise in methods of cost reduction. Vendors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.
3.34.3 Vendor involvement in the school system or a specific school on a non-business basis.

SECTION IV SPECIFICATIONS

4.1 **SECURITY WINDOW FILM:** This specification is for an optically clear glass shatter resistant and abrasion resistant window film which, when applied to the interior window surface, will help hold broken glass together and reduce the ultra-violet light that normally would enter through the window. This is an easily applied, tear-resistant safety and security window film designed to provide an increased measure of protection in a broad range of uses including basic glass fragment retention, spontaneous glass breakage, seismic preparedness, safety glazing, bomb blast mitigation, Smash and Grab or Break and Entry events. Certain applications may require the film be used in conjunction with a film attachment system.

4.1.1 **PRODUCT FEATURES & BENEFITS:**
- Optically clear
- Applies to interior glass surfaces
- Protect from broken glass hazards
- Extends the life of furnishings by significantly reducing harmful UV rays

4.1.2 **APPLICATIONS:**
- Bomb Blast Mitigation
- Safety Glazing
- Deter Break & Entry
- Building Envelope Protection
- Spontaneous Glass Breakage
- Seismic Preparedness

4.1.3 **TESTING:** Must meet, at a minimum, the following:
- ANSI Z97.1
- CPSC 16 CFR 1201

4.2 **DETAILED SUBMITTAL:** Vendors **must** submit a factory detailed sheet with their bid listing all standard equipment for the security window film and installation as specified above. Vendors are to include all costs associated with each detailed item on this sheet. This is to ensure all products are bid as specified.

Note: Failure to respond to Section 4.2 may be just cause for rejection of bid.

4.3 **FILM MATERIAL:** The film color is clear and will not contain dyed polyester. The film shall have a nominal thickness of 8 mils or more (0.008 inches). There shall be no evidence of coating voids.

4.4 **PAYMENT FOR SERVICES:** All quotes and invoices must list a price for materials and must list a price for labor as listed in Section V.

4.5 **TIMEFRAMES:** Vendor shall quote specific timeframes by which work will commence once a purchase order or credit card order is received. Vendor shall be held to timeframes except in extraordinary circumstances.

4.6 **INDIVIDUAL PROJECT COST PREPARATION:** Contractor may be required upon request to prepare and submit (prior to commencing work) a written quotation to provide a turn-key project. The quotation shall include all cost required to provide a complete and full installation at a given location. The pricing shall include but not be limited to the cost of design, permits, labor, materials, a detailed description of the scope of work, and any required subcontracted services. The quotation shall remain firm for ninety (90) days from the date of receipt by Knox County. All estimation and quotation preparation shall be provided at no cost or obligation to Knox County.

BIDDERS NEED NOT RETURN PAGES ONE (1) THROUGH ELEVEN (11) WITH THEIR BID

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3634 SECURITY WINDOW FILM AND INSTALLATION

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor Name _____

5.2 Vendor Address _____

City_____State _____Zip_____

5.3 Telephone Number _____ Fax Number _____

5.4 Vendor Number as assigned by the Knox County Procurement Division_____

5.5 Contact Person _____

5.6 Contact Person's email address_____

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

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature _____
(Sign in blue ink)

5.8 Vendor's Knox County Business License Number _____
(If Applicable*) Attach A Copy Of The License.*

5.9 Do you accept the Terms and Conditions of the bid? Yes _____ No _____

With Exceptions _____

5.10 I acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1_____Addendum 2_____Addendum 3_____Addendum 4_____

5.11 Will you accept Credit Card payments as per Section 1.18? Yes _____ No _____

5.12 Did you include the Criminal History Records Check as per Section 2.7? Yes _____ No _____

5.13 Did you include the Drug-Free Workplace as per Section 3.11? Yes_____ No _____

5.14 Did you include the Insurance Checklist as per Section 3.15? Yes _____ No _____

5.15 Did you include the Detailed Submittal as per Section 4.2? Yes _____ No _____

5.15 Cost per Square Foot for Security Window Film (or equal), Price must include an anchoring system:

$_____

5.16 Cost per Square Foot for Labor to Install the film: $_____

5.17 Vendors may submit other information relative to the services to be performed under this Contract. Vendors may also list other equipment, not specifically stated, that may be used to perform the services requested. Please attach this to your bid response.

SECTION VI SPECIFICATIONS CHECKLIST FOR BID 3634 SECURITY WINDOW FILM AND INSTALLATION

VENDOR_____

Bidders must complete the Specifications Checklist and return with their bid. If submitting electronically, bidders must attach the Specifications Checklist with their response. Bidders are to indicate if the product being bid meets the minimum specifications by marking the "Yes" or "No" box. If the minimum specification is not met, bidder must explain in the "Comment" section of the checklist. Bidders may include additional sheets if needed.

6.1 TECHNICAL SPECIFICATIONS

Manufacturer: _____

Brand Name: _____

Model # / Product Code: _____

Specification	Yes	No	Comment
Optically Clear			
Applies to Interior Glass Surfaces			
Protect from Broken Glass Hazzard			
Reduces UV Rays			
Bomb Blast Mitigation			
Safety Glazing			
Deter Breaking and Entering			
Envelope Protection			
Glass Breakage			
Seismic Preparedness			
ANSI Z97.1			
CPSC 16 CFR 1201			
Anchoring System			
Minimum of 8 mils thickness			

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3634

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23

REQUIRED	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCCUR	EACH OCCURRENCE	$1,000,000
			FIRE LEGAL LIABILITY	$100,000
			MED EXP (Per person)	$5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$1,000,000
		X POLICY PROJECT LOC	GENERAL AGGREGATE	$2,000,000
			PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE	$2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE; $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.

AGENCY NAME:_____AUTHORIZING SIGNATURE:_____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by Contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT C

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with 5 or more employees)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

_____
President or Principal Officer

For:_____
Name of Company

STATE OF TENNESSEE }
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

Attachment "B"

Contractor's Response to

Invitation for Bid #3634

Security Window Film and Installation Services

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Notification of Intent to Award
This is not Notification to begin work

Name of Bid:	Security Window Film and Installation Services
Term of Agreement:	Four (4) one year renewal options
Successful Vendor:	Tennessee Window Films
Vendor Contact:	Yvette Moore
Buyer:	Donnie Fawver
Date:	March 25, 2025

Tennessee Window Films has been issued this Notice of Intent to Co-Award for the provision of Security Window Film and Installation Services as described in Invitation for Bid 3634. Carefully review the document and if you are in agreement with the terms and conditions set forth in Invitation for Bid please signify by providing an authorized signature in the space provided below. Please email to donnie.fawver@knoxcounty.org.

Note:
Co-Awarded Vendors: Carolina Premier Window Films, Energy Control Consultants and Tennessee Window Films.

Pending Contract Execution.

Authorizing signature: Yvette S. Moore Date: 3/26/2025

If you are not in agreement with any of the above information, please contact Donnie Fawver in the Procurement Division of Knox County at 865.215.5756.

Donnie Fawver II

Donnie Fawver, II
Knox County Procurement
Knox County Government

Exact Copy

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3634 SECURITY WINDOW FILM AND INSTALLATION

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 **Vendor Name** Tennessee Window Films, LLC

5.2 **Vendor Address** 1809 Francis Road

City Knoxville **State** TN **Zip** 37909

5.3 **Telephone Number** 865-237-0525 **Fax Number** _____

5.4 **Vendor Number as assigned by the Knox County Procurement Division** 86269

5.5 **Contact Person** Yvette D. Moore

5.6 **Contact Person's email address** ymoore033@gmail.com

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

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature Yvette D. Moore
(Sign in blue ink)

5.8 **Vendor's Knox County Business License Number** 1001339845
(If Applicable) *Attach A Copy Of The License.*

5.9 **Do you accept the Terms and Conditions of the bid? Yes** ✓ **No** _____

With Exceptions _____

5.10 **I acknowledge the receipt of: (please write "yes" if you received one)**

Addendum 1 Yes **Addendum 2** _____ **Addendum 3** _____ **Addendum 4** _____

5.11 **Will you accept Credit Card payments as per Section 1.18?** **Yes** ✓ **No** _____

5.12 **Did you include the Criminal History Records Check as per Section 2.7?** **Yes** ✓ **No** _____

5.13 **Did you include the Drug-Free Workplace as per Section 3.11?** **Yes** ✓ **No** _____

5.14 **Did you include the Insurance Checklist as per Section 3.15?** **Yes** ✓ **No** _____

5.15 **Did you include the Detailed Submittal as per Section 4.2?** **Yes** ✓ **No** _____

5.15 **Cost per Square Foot for Security Window Film (or equal), Price must include an anchoring system:**

$ 3.50 ~~$4.50~~

5.16 **Cost per Square Foot for Labor to Install the film:** $ 6.00

5.17 **Vendors may submit other information relative to the services to be performed under this Contract. Vendors may also list other equipment, not specifically stated, that may be used to perform the services requested. Please attach this to your bid response.**

SECTION VI SPECIFICATIONS CHECKLIST FOR BID 3634 SECURITY WINDOW FILM AND INSTALLATION

VENDOR 86269

Bidders must complete the Specifications Checklist and return with their bid. If submitting electronically, bidders must attach the Specifications Checklist with their response. Bidders are to indicate if the product being bid meets the minimum specifications by marking the "Yes" or "No" box. If the minimum specification is not met, bidder must explain in the "Comment" section of the checklist. Bidders may include additional sheets if needed.

6.1 TECHNICAL SPECIFICATIONS

Manufacturer: Eastman Films

Brand Name: LLumar

Model # / Product Code: PS8 Clear Security Film

Specification	Yes	No	Comment
Optically Clear	✓		
Applies to Interior Glass Surfaces	✓		
Protect from Broken Glass Hazzard	✓		
Reduces UV Rays	✓		
Bomb Blast Mitigation	✓		
Safety Glazing	✓		
Deter Breaking and Entering	✓		
Envelope Protection	✓		
Glass Breakage	✓		
Seismic Preparedness	✓		
ANSI Z97.1	✓		
CPSC 16 CFR 1201	✓		
Anchoring System	✓		Dow 995
Minimum of 8 mils thickness	✓		LLumar

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/10/2025

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

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

PRODUCER

Swaggerty Insurance Group, INC
9041 Executive Park Drive, STE 250
Knoxville, TN 37923

CONTACT NAME: Jacquline Swaggerty
PHONE (A/C, No, Ext): 865-281-3529 FAX (A/C, No): 877-698-2276
E-MAIL ADDRESS: jackie@swaggertyinsurancegroup.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Berkshire Guard	
INSURER B:	Progressive	
INSURER C:	Berkshire Guard	
INSURER D:	Berkshire Guard	
INSURER E:		
INSURER F:		

INSURED

Tennessee Window Film, LLC
1809 Francis Road
Knoxville, TN 37909

COVERAGES **CERTIFICATE NUMBER:** **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	TEBP637921	01/26/2025	01/26/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	992162356	01/25/2025	01/25/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			TEUM625154	01/26/2025	01/26/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	y	TEWC583759	09/24/2024	09/24/2025	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN 30 days ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jacquline Swaggerty

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ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by Contractor)

I, Yvette D. Moore, President or other Principal Officer of Tennessee Window Films, LLC, swear or affirm that the Name of Company Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

Yvette D. Moore
President or Principal Officer

For: Tennessee Window Films, LLC
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by Yvette Moore,

President or Principal Officer of Tennessee Window Films, LLC,

On this 18 day of March 2025

Notary Public

My Commission expires: 8/29/26

AARON BIRKHOLZ STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY

ATTACHMENT C

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with 5 or more employees)

I, Yvette D. Moore, President or other Principal Officer of Tennessee Window Films, LLC, swear or affirm that the Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

Yvette D. Moore
President or Principal Officer

For: Tennessee Window Films, LLC
Name of Company

STATE OF TENNESSEE }
COUNTY OF }

Subscribed and sworn before me by Yvette Moore,

President or Principal Officer of Tennessee Windows, Films, LLC.,

On this 18 day of March 2025

Notary Public

My Commission expires: 8/29/26

AARON BIRKHOLZ STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY

Knox County
Business Tax Standard License

May 8, 2024

TENNESSEE WINDOW FILMS, LLC
1809 FRANCIS RD
KNOXVILLE TN 37909-1062

Letter ID:	L0507428160
Expiration Date:	15-May-2025
Return Due By:	15-Apr-2025

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 1001339845 and your classification is 3. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on April 15, 2025. Please visit www.tn.gov/revenue for additional information.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA

✂ ----------

Knox County
Business Tax Standard License

This certificate must be publicly displayed.

TENNESSEE WINDOW FILMS, LLC
1809 FRANCIS RD
KNOXVILLE TN 37909-1062

Date Issued:	08-May-2024
Classification:	3
Letter ID:	L0507428160
License Number:	1001339845
Expiration Date:	15-May-2025

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

PROCUREMENT DIVISION
ADDENDUM I
BID NUMBER 3634
SECURITY WINDOW FILM AND INSTALLATION

ADDENDUM DATE: March 4, 2025

BUYER: Donnie Fawver

PAGES: 2 (Two) Total Pages

BID OPENING DATE: March 18, 2025 at 2:00 PM

CLARIFICATION:

The window film is to be placed on inside of exterior, ground level glass.

Section 5.15 Cost per Square Foot for Security Window Film (or equal), Price must include an anchoring system. This is the only film pricing Knox County Schools Maintenance & Operations is requesting at the current time.

Section 5.16 Cost per Square Foot for Labor to Install the film priced in Section 5.15.

HISTORY:

Current quantities on current contract (9/1/2020 to present):

Film with anchoring system	6,200 sq ft
Installation	5935 sq ft

This is a "term-contract" to be in place for Knox County Schools Maintenance & Operations to use as-needed during the contract time period. No quantities are guaranteed.

QUESTIONS/ANSWERS:

QUESTION 1: Is there a list of schools to be completed.

ANSWER 1: Knox County School list location can be located at https://www.knoxschools.org/ or https://www.knoxschools.org/Page/5505.

QUESTION 2: Does the scope of work include removal of existing window films?

ANSWER 2: No, do not include removal of existing window film in quote. Only quote as per requested.

QUESTION 3: **What is the annual budget allocated for this project.**

ANSWER 3: **Term bid to be used as-needed during the contract time period. No known budget.**

QUESTION 4: **Will this project be subject to prevailing wage requirements?**

ANSWER 4: **No**

Notes:
This Addendum I is the Official Written Addendum for Bid 3634.
Be sure to acknowledge this Addendum I in Section V when submitting bid.

End of Addendum I

Donnie Fawver II

Donnie Fawver, II
Senior Buyer
Knox County Government

This addendum is issued from the Knox County Procurement Division, Suite 100, 1000 North Central Street, Knoxville, TN 37917. The telephone number is (865) 215-5777 and the fax number is (865) 215-5778.

Robby Speegle
KCS M&O
Purchasing Supervisor

R. Speegle 3-4-2025

LLumar Safety and Security Film Testing Matrix

Type of Protection	Standard/Test Method	SCL SR PS4	SCL SR PS7	SCL SR PS8	SCL SR PS13
Human Impact	ANSI Z97.1	Class B	Class B	Class B	Class A, B
	CPSC 16CFR1201	Cat I	Cat I	Cat I	Cat I, II
	EN 12600	2(B)2	2(B)2	1(B)1 Film Side 2(B)2 Glass Side	2(B)2
Blast*	GSA TS-01	SP-A, DL, 4 psi, 3B	SP-A, DL, 4 psi, 3B	SP-A, DL, 6.64 psi, 3B SP-A, WG, 4.43 psi, 3B SP-A, WG, 6.57 psi, 3B DP-A, WG, 4.48 psi, 2 DP-A, WG, 6.57 psi, 3B SP-T, WG, 4.43 psi, 3B DP-T, WG, 4.48 psi, 1	
	ASTM F1642			SP-A, DL, 6.64 psi, Low Hazard SP-A, WG, 6.57 psi, Very Low Hazard DP-A, WG, 6.57 psi, Low Hazard	
	ISO 16933			SP-A, DL, 7.74 psi, 3 samples: (E) Low Hazard; (D) Very Low Hazard; (E) Low Hazard SP-A, Gullwing, 7.74 psi, All 3 samples (E) Low Hazard	
Windstorm*	PA-201/202/203 ASTM E1886 ASTM E1996			SP-A, WG, Level C, 80 psf DP-T, WG, Level C, 50 psf SP-T, WG, Small, 53 psf	
Forced-Entry	EN 356				SP-A, P2A, Impact Glass Side
NFPA-101 Fire Protection Rating	ASTM E-84	Class A	Class A	Class A	Class A

*Results are for film constructions prior to 2018 reformulation. Until the reformulated films can be tested, order pre-2018 safety film constructions for blast and windstorm projects.

Blast Test Result Designations: Glass Type, Attachment System, Blast Pressure in psi, Hazard Level
psi = pounds per square inch

Windstorm Test Result Designations: Glass Type, Attachment System, Max Wind Load, Missile Type
psf = pounds per square foot

Glass type abbreviations

SP-A	Single-pane annealed glass
SP-T	Single-pane tempered glass
DP-A	Dual-pane annealed glass
DP-T	Dual-pane tempered glass

Attachment system abbreviations

DL	Daylight film application, no attachment
WG	Structural silicone caulking, wet-glazed

Referenced Standards/Test Method

ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
CFR	Code of Federal Regulations (United States)
CPSC	Consumer Product Safety Commission
EN	European Standards
GSA	General Services Administration
ISO	International Standards Organization
NFPA	National Fire Protection Association
PA	Miami-Dade Windborne Debris Test Methods

bsi.

Test Report

Report No	2371/8777667 Issue 2 This Report consists of 4 pages
Licence/Certificate No	Not applicable
Client	CP Films Vertriebs GmbH KatzbergstraÃŸe 1a Langenfeld (Rheinland) 40764 Germany
Authority & date	BSI Quotation reference: BSI 0000842087 Equipment Record Number 10172941
Items tested	Specimens of 4.2mm clear Monolithic Glass with LLumar SCL SR PS13 film applied
Specification	BS EN 356:2000 Glass in building – Security glazing – testing and classification of resistance against manual attack Issue 2 of this report supersedes all previous issues. The amendments on all pages giving rise to this issue can be ascertained by contacting the authorising signatory.
Results	Pass: Classified in accordance with EN 356-P2A
Prepared by	L McGill Senior Test Engineer
Authorized by	M Manito Team Manager
Issue Date	17 November 2017
Conditions of issue	This Test Report is issued subject to the conditions stated in current issue of 'BSI Terms of Service'. The results contained herein apply only to the particular sample(s) tested and to the specific tests carried out, as detailed in this Test Report. The issuing of this Test Report does not indicate any measure of Approval, Certification, Supervision, Control or Surveillance by BSI of any product. No extract, abridgement or abstraction from a Test Report may be published or used to advertise a product without the written consent of BSI, who reserve the absolute right to agree or reject all or any of the details of any items or publicity for which consent may be sought.

TEST AND EXAMINATION OF GLASS IN BUILDING

INTRODUCTION

At the request of CP Films Vertriebs GmbH the glass samples detailed below, were tested and assessed against requirements of BS EN 356:2000 Clause 6.1 Hard body drop test, as indicated on the following pages of this Report. This request was made on BSI Quotation number BSI 0000842087. It is emphasized that assessments were not made against other clauses of the Specification.

Six samples were tested with a film that was applied to the inward surface of the glass, so that the hard body impacted the non-filmed side of the glass.

Date samples received: 07 July 2017

Date started: 05 September 2017

Date Completed: 06 September 2017

TEST ITEMS

1) 10 off 1100 x 900mm clear glass samples with a nominal thickness of 4.2mm

Model :- LLumar SCL SR PS13 Clear Safety Film

Manufacturer's stated nominal film thickness:- 325 Micron

SUMMARY OF RESULTS

The test samples were tested to the method described in BS EN 356:2000 Clause 6.1 Hard body drop test

The results of which are as follows:-

TEST ITEMS	Category	Drop height (mm)	ASSESSMENT
1)	P2A	3 000	Pass

Hard body drop test Category (P2A) 3000mm Drop height

Sample 1 (Impacted on 'no tin' glass surface)

Impact point	Observation	Slippage (mm)	Assessment
1	Ball did not pass through glass	Nil	Pass
2	Ball did not pass through glass	Nil	Pass
3	Ball did not pass through glass	Nil	Pass

Sample 2 (Impacted on 'no tin' glass surface)

Impact point	Observation	Slippage (mm)	Assessment
1	Ball did not pass through glass	Nil	Pass
2	Ball did not pass through glass	Nil	Pass
3	Ball did not pass through glass	Nil	Pass

Sample 3 (Impacted on 'no tin' glass surface)

Impact point	Observation	Slippage (mm)	Assessment
1	Ball did not pass through glass	Nil	Pass
2	Ball did not pass through glass	Nil	Pass
3	Ball did not pass through glass	Nil	Pass

Hard body drop test Category (P2A) 3000mm Drop height

Sample 1 (Impacted on 'tin' glass surface)

Impact point	Observation	Slippage (mm)	Assessment
1	Ball did not pass through glass	Nil	Pass
2	Ball did not pass through glass	Nil	Pass
3	Ball did not pass through glass	Nil	Pass

Sample 2 (Impacted on 'tin' glass surface)

Impact point	Observation	Slippage (mm)	Assessment
1	Ball did not pass through glass	Nil	Pass
2	Ball did not pass through glass	Nil	Pass
3	Ball did not pass through glass	Nil	Pass

Sample 3 (Impacted on 'tin' glass surface)

Impact point	Observation	Slippage (mm)	Assessment
1	Ball did not pass through glass	Nil	Pass
2	Ball did not pass through glass	Nil	Pass
3	Ball did not pass through glass	Nil	Pass

End of Report

LLumar Safety and Security Film Testing Matrix

Test Method Information and Criteria

Human Impact

ANSI Z97.1, CPSC 16CFR1201 and EN 12600: tests to determine if a glass sample provides characteristics to minimize the chance of human injury in case of accidental human impact with glass (see below for weight of impactor, drop heights and other classifications)

ANSI Z97.1
100 lb (45.4 kg) **Cat A:** 48-inch (1219 mm) drop height **Cat B:** 18-inch (457 mm) drop ht

CPSC 16CFR1201
100 lb (45.4 kg) **Cat II:** 48-inch drop ht **Cat I:** 18-inch drop ht

EN 12600
50 kg (110 lb)

Class 1 – test sample conforms to the passing requirements at drop heights of 190 mm, 450 mm and 1200 mm (47.2 in)

Class 2 – test sample conforms to the passing requirements at drop heights of 190 mm (7.5 in) and 450 mm (17.7 in)

Type B – numerous cracks appear, but the fragments hold together and do not separate

Windstorm

Small Missile Impacts – Three separate impacts with ten (10), 2-gram, steel balls (to simulate roof gravel), shot at approximately 130 feet per second, 88 mph (40 m/s).

Level C Impact – 4.4 lb (2 kg), 48-inch (1220mm) wood sample, shot at approximately 40 feet per second, 27 mph (12.2 m/s).

Note: Only a portion of the cyclic loading (to simulate wind) is at the maximum pressure
50 psf ~ 140 mph wind (62.6 m/s), 53 psf ~ 145 mph wind (64.8 m/s), 80 psf ~ 175 mph wind (78.2 m/s)

Forced-Entry

EN 356 is a European Standard for glazing to determine ability to withstand an intruder attack. The test uses a steel ball 4.11kg (9lb) to represent a manual attack. Three (3) steel ball impacts per sample, six (6) samples. No impacts can penetrate any sample. P2A - drop height 3000mm (118 inches)

NFPA 101 Fire Protection Rating

Class A Rating: Flame Spread Index 0- 25, Smoke Developed Index 0-450.

LLumar Safety and Security Film Testing Matrix

Blast

GSA TS-01, ASTM F1642 and ISO 16933 are tests to determine the level of protection provided by window glass when subjected to blast pressure

GSA TS-01 Performance Conditions (ASTM F1642 similar performance conditions)

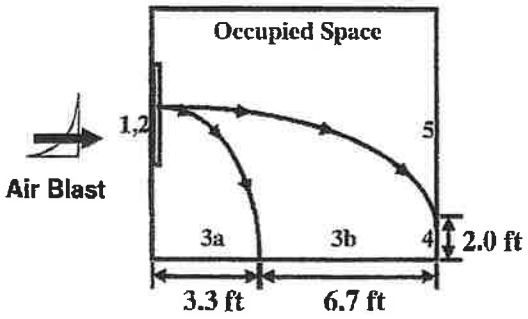
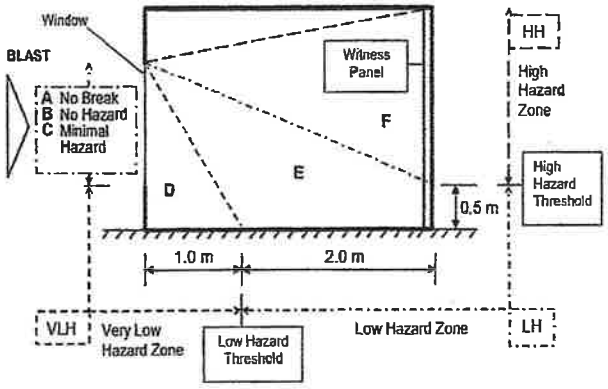


Figure 1. Glazing protection levels based on fragment impact locations.

Table 1. Glazing protection levels based on fragment impact locations.

Performance Condition	Protection Level	Hazard Level	Description of Window Glazing Response
1	Safe	None	Glazing does not break. No visible damage to glazing or frame.
2	Very High	None	Glazing cracks but is retained by the frame. Dusting or very small fragments near sill or on floor acceptable.
3a	High	Very Low	Glazing cracks. Fragments enter space and land on floor no further than 3.3 ft. from the window.
3b	High	Low	Glazing cracks. Fragments enter space and land on floor no further than 10 ft. from the window.
4	Medium	Medium	Glazing cracks. Fragments enter space and land on floor and impact a vertical witness panel at a distance of no more than 10 ft. from the window at a height no greater than 2 ft. above the floor.
5	Low	High	Glazing cracks and window system fails catastrophically. Fragments enter space impacting a vertical witness panel at a distance of no more than 10 ft. from the window at a height greater than 2 ft. above the floor.

ISO 16933 Hazard Ratings



Hazard rating	Hazard rating description	Definition
A	No Break	The glazing is observed not to fracture and there is no visible damage to the glazing system
B	No Hazard	The glazing is observed to fracture but the inner, rear face leaf is fully retained in the facility test frame or glazing system frame with no breach and no material is lost from the interior surface. Outer leaves from the attack face may be sacrificed and may fall or be projected out.
C	Minimal Hazard	The glazing is observed to fracture. Outer leaves from the attack face may be sacrificed and may fall or be projected out. The inner, rear face leaf shall be substantially retained having the total length of tears plus the total length of pull-out from the edge of the frame less than 50 per cent of the glazing sight perimeter. Also, there are no more than 3 rateable perforations or indents anywhere in the witness panel and any fragments on the floor between 1 m and 3 m from the interior face of the specimen have a sum total united dimension of 250 mm or less. Glazing dust and slivers are not accounted for in the hazard rating. If by design intent there is more than 50 % pull-out but the glazing remains firmly anchored by purpose designed fittings a rating of C (Minimal Hazard) may be awarded provided the other fragment limitations are complied with. The survival condition and anchoring provisions shall be described in the test report
D	Very Low Hazard	The glazing is observed to fracture and significant parts are located no further than 1m behind the original location of the rear face. Parts may be projected any distance from the attack face towards the blast source. Also, there are no more than 3 rateable perforations or indents anywhere in the witness panel and any fragments on the floor between 1 m and 3 m from the interior face of the specimen have a sum total united dimension of 250 mm or less. Glazing dust and slivers are not accounted for in the rating
E	Low Hazard	The glazing is observed to fracture but glazing fragments or the whole of the glazing fall beyond 1 m and up to 3 m behind the interior face of the specimen and not more than 0,5 m above the floor at the vertical witness panel. Also, there are 10 or fewer rateable perforations in the area of the vertical witness panel higher than 0,5 m above the floor and none of the perforations penetrate more than 12 mm.
F	High Hazard	Glazing is observed to fracture and there are more than 10 rateable perforations in the area of the vertical witness panel higher than 0,5 m above the floor or there are one or more perforations in the same witness panel area with fragment penetration more than 12 mm.

LLumar® Window Film Limited Warranty

L

SOLAR CONTROL

APPLICATIONS: RESIDENTIAL

☐ **5 Year Limited Warranty** for LLumar® products DL05SRCDF, DL15BSRCDF, DL15GSRCDF, DL30GNSRHPR, R15BLSRHPR and R15GOSRHPR.

☐ **7 Year Limited Warranty** for LLumar products R15BSRCDF, R15GSRCDF, LE35SRCDF, and LE50SRCDF.

☐ **10 Year Limited Warranty** for LLumar product E1220SRCDF.

☐ **Lifetime Limited Warranty** for LLumar products AIR80BLSRHPR, AIR90CLSRHPR, AU85UVSRHPR, DR05SRCDF, DR15SRCDF, DRN25SRCDF, DRN35SRCDF, N1020SRCDF, N1020BSRCDF, N1035BSRCDF, N1040SRCDF, N1050SRCDF, N1065SRCDF, R20SRCDF, R35SRCDF, R50SRCDF, and RN07SRCDF.

These warranties are extended to the original purchaser. These products are warranted by the Manufacturer against bubbling, corrosion, crazing, delaminating, and peeling when properly installed in accordance with the Manufacturer's instructions on suitable INTERIOR surfaces of glass windows by a LLumar dealer. If the film fails to comply with this warranty, the Manufacturer will replace the non-conforming or defective film (labor and materials) at no cost to the purchaser. A Manufacturer-approved edge sealant is required for re-installation if the warranty replacement should be necessary because of corrosion issues.

WARRANTIES FOR RESIDENTIAL APPLICATIONS ARE NOT TRANSFERABLE FROM ONE PURCHASER TO ANOTHER.

SOLAR CONTROL

APPLICATIONS: COMMERCIAL

☐ **5 Year Limited Warranty** for LLumar products DL05GSRCDF, DL15BSRCDF, DL15GSRCDF, DL30GNSRHPR, R15BLSRHPR, R15GOSRHPR, LE35SRCDF, and LE50SRCDF.

☐ **7 Year Limited Warranty** for LLumar products R15BSRCDF and R15GSRCDF.

☐ **10 Year Limited Warranty** for LLumar products AU85UVSRHPR, DR05SRCDF, DR15SRCDF, DRN25SRCDF, DRN35SRCDF, E1220SRCDF, N1020SRCDF, N1020BSRCDF, N1035BSRCDF, N1040SRCDF, N1050SRCDF, N1055SRCDF, R20SRCDF, R35SRCDF, R50SRCDF, and RN07SRCDF.

☐ **15 Year Limited Warranty** for LLumar product AIR80BLSRHPR and AIR90CLSRHPR.

These warranties are extended to the original purchaser. These products are warranted by the Manufacturer against bubbling, corrosion, crazing, delaminating, and peeling when properly installed in accordance with the Manufacturer's instructions on suitable INTERIOR surfaces of glass by a LLumar dealer. If the film fails to comply with the warranty, the Manufacturer will replace the non-conforming or defective film (labor and materials) at no cost to the purchaser. A Manufacturer-approved edge sealant is required for re-installation if the warranty replacement should be necessary because of corrosion issues.

WARRANTIES FOR COMMERCIAL APPLICATIONS ARE NOT TRANSFERABLE FROM ONE PURCHASER TO ANOTHER.

SAFETY-AND-SECURITY APPLICATIONS

☐ **10 Year Safety-and-Security Film Limited Warranty: Commercial Applications** for LLumar products N1020SRPS4, N1020SRPS8, N1040SRPS4, N1040SRPS8, N1050SRPS4, N1050SRPS8, NUV65SRPS4, R20SRPS5, R20SRPS9, DR15SRPS5, DR15SRPS9, DR25SRPS5, DR25SRPS9, SCLSRPS2, SCLSRPS4, SCLSRPS7, SCLSRPS8, and SCLSRPS13.

☐ **12 Year Safety and Security Film Limited Warranty Commercial Applications** for Vista products V28SRPS4, V28SRPS8, and V38SRPS8.

☐ **Lifetime Safety-and-Security Film Limited Warranty: Residential Applications** for LLumar products N1020SRPS4, N1020SRPS8, N1040SRPS4, N1040SRPS8, N1050SRPS4, N1050SRPS8, NUV65SRPS4, R20SRPS5, R20SRPS9, DR15SRPS5, DR15SRPS9, DR25SRPS5, DR25SRPS9, SCLSRPS2, SCLSRPS4, SCLSRPS7, SCLSRPS8, and SCLSRPS13.

These warranties are extended to the original purchaser. These products are warranted by the Manufacturer against bubbling, corrosion, crazing, delaminating, and peeling when properly installed in accordance with the Manufacturer's instructions on suitable INTERIOR surfaces of glass by a LLumar dealer. If the film fails to comply with the warranty, the Manufacturer will replace the non-conforming or defective film (labor and materials) at no cost to the purchaser. This warranty includes labor and material on safety-and-security films less than 7 mils thickness. Films that are 7 mils thickness and greater require the dealer's installer to be approved by the Manufacturer prior to installation to obtain a valid film and labor warranty.

WARRANTIES FOR SAFETY-AND- SECURITY APPLICATIONS ARE NOT TRANSFERABLE FROM ONE PURCHASER TO ANOTHER.

DECORATIVE APPLICATIONS

☐ **5 Year Limited Warranty** for LLumar products Matte Frost Series, Color Frost Series, Textured Frost Series, Nature Series, Pattern Series, Textile Series, Specialty Series and Gradient Series.

This warranty is extended to the original purchaser. These products are warranted by the Manufacturer against bubbling, corrosion, crazing, delaminating, and peeling when properly installed in accordance with the Manufacturer's instructions on suitable INTERIOR surfaces of glass by a LLumar dealer. If the film fails to comply with the warranty, the Manufacturer will replace the non-conforming or defective film (labor and materials) at no cost to the purchaser.

WARRANTIES FOR DECORATIVE APPLICATIONS ARE NOT TRANSFERABLE FROM ONE PURCHASER TO ANOTHER.

EXTERIOR APPLICATIONS

☐ **5 Year Limited Warranty** for LLumar products NHE20ERHPR, NHE35ERHPR, RHE20ERHPR, RHE35ERHPR, RHE50ERHPR, THE80BLERHPR, SHECLERPS4 and SHECLERPS7 when installed on sloped glazing greater than or equal to 20 degrees from horizontal.

☐ **7 Year Limited Warranty:** SHECLERPS4, SHECLERPS7, THE80BLERHPR when installed on vertical glazing.

☐ **10 Year Limited Warranty:** NHE20ERHPR, NHE35ERHPR, RHE20ERHPR, RHE35ERHPR, RHE50ERHPR when installed on vertical glazing..

These warranties are extended to the original purchaser. These products are warranted against bubbling, corrosion, crazing, delaminating or peeling when properly installed in accordance with the Manufacturer's instructions on suitable EXTERIOR surfaces of glass with a Manufacturer-approved sealant by a LLumar dealer. If the film fails to comply with the warranty, the Manufacturer will replace the non-conforming or defective film (labor and materials) at no cost to the purchaser.

WARRANTIES FOR EXTERIOR APPLICATIONS ARE NOT TRANSFERABLE FROM ONE PURCHASER TO ANOTHER.

WARRANTIES FOR EXTERIOR APPLICATIONS ARE NOT VALID FOR ANY INSTALLATIONS THAT ARE LESS THAN 20 DEGREES FROM THE HORIZONTAL.

ANTI-GRAFFITI APPLICATIONS

☐ **2 Year Limited Warranty** for LLumar products GCLSRPS4 and GCLSRPS6.

This warranty is extended to the original purchaser. These products are warranted against bubbling or delamination when properly installed in accordance with the Manufacturer's instructions on suitable INTERIOR surfaces of glass by a LLumar dealer. This warranty does not cover the penetration of the film by objects or fluids.

WARRANTIES FOR ANTI-GRAFFITI APPLICATIONS ARE NOT TRANSFERABLE FROM ONE PURCHASER TO ANOTHER.

GLASS BREAKAGE AND SEAL FAILURE

☐ **2 Year Glass Breakage and 2 Year Seal Failure Limited Warranty**

☐ **5 Year Glass Breakage and 3 Year Seal Failure Limited Warranty**

☐ **Not Applicable**

☐ **Available for Purchase**

PLEASE SEE THE BACK OF THIS FORM FOR DETAILS ON GLASS BREAKAGE AND SEAL FAILURE. These warranties are extended to the original purchaser. The products are warranted against glass and seal failure when properly installed in accordance with the Manufacturer's instructions on suitable surfaces of glass by a LLumar dealer.

- Must have existing seal failure and/or glass breakage warranty by the original window manufacturer.
- Due to a wide variety of compounds used, no warranty coverage is provided for windows with "backbedding sealants".
- No seal failure and/or glass breakage coverage on laminated glass except as noted on Film-to-Glass Recommendations.
- Maximum allowance is $500 (U.S.) per glass unit.
- Glass breakage and/or seal failure must be a result of product listed herein.
- There is a deductible of $25 (U.S.) or 5% of the replacement cost (whichever is greater) for residential and small commercial installations. The deductible for commercial installations and installations over 2500 square feet is $100 (U.S.) or 5% of the replacement cost (whichever is greater).

IF THE SAME FILM IS NOT AVAILABLE, THE MANUFACTURER, AT ITS SOLE DISCRETION, WILL REPLACE WITH A SIMILAR FILM OR REFUND THE COST TO THE PURCHASER. ALL INSTALLATIONS OVER 2500 SQUARE FEET REQUIRE DOCUMENTED PRE-APPROVAL FROM MANUFACTURER.

THE ONLY FILMS APPROVED FOR USE IN PROXIMITY TO POOLS AND SAUNAS ON THE CONDITION THAT EDGES ARE SEALED WITH MANUFACTURER-APPROVED SEALANT AND THERE IS NO PERSISTENT CONDENSATION ON GLASS SURFACES ARE: LLUMAR PRODUCTS AIR80BLSRHPR, AIR90CLSRHPR, AU85UVSRHPR, DR05SRCDF, DR15SRCDF, DRN25SRCDF, DRN35SRCDF, RN07GSRCDF, R20SRCDF, R35SRCDF, R50SRCDF, R15BSRCDF, R15BLSRCDF, R15GSRCDF, R15GOSRCDF, N1020SRCDF, N1040SRCDF, N1090SRCDF, N1065SRCDF, SCLSRPS4, SCLSRPS7, SCLSRPS8, SCLSRPS13, R20SRPS5, R20SRPS9, DR15SRPS5, DR15SRPS9, DR25SRPS5, DR25SRPS9, N1020SRPS4, N1020SRPS8, N1040SRPS4, N1040SRPS8, N1050SRPS4, N1050SRPS8, NUV65SRPS4

*1/2 years See attached

INSTALLATION RECORD (press hard)

Contact Name	Date	Telephone Number
Customer Name (print)	Customer Signature	E-Mail Address
Customer Address	City	State or Province and Zip Code
LLumar Dealer Name		Installer Signature
Product Number	Lot or Batch Number	Square Footage*
Product Number	Lot or Batch Number	Square Footage*
Product Number	Lot or Batch Number	Square Footage*

*Installations over 2500 square feet require documented pre-approval from Manufacturer.

INDICATE THE TYPE OF WINDOW BELOW BY CIRCLING THE APPROPRIATE VALUES
(If more than one type of window, indicate the values for the majority of windows below.)

Window Type	Single Pane	Dual Pane	Triple Pane			Laminated Glass	Yes	No
Glass Thickness	1/8"	3/16"	1/4"	3/8"	1/2"	Location	Interior	Exterior
Glass Type	Annealed	Heat Strengthened	Tempered	Clear	Tinted	Total Square Footage	_____	
Glass Coatings	None	Low E	Low E			Film-to-Glass Factor	Under 10	10 - 14	Over 14

INSTALLATION OF PRODUCTS MUST COMPLY WITH THE MANUFACTURER'S FILM-TO-GLASS RECOMMENDATIONS CHART

Eastman Performance Films, LLC (herein, the "Manufacturer") is not responsible for any furnishings or interior items which may fade or change color. The nature of certain delicate fabrics and dyes will lead to premature fading regardless of the application of any window film protective treatment.

White Copy: Customer Canary Copy: Dealer

Glass Breakage and Seal Failure Limited Warranty

	2 Year Glass Breakage and 2 Year Seal Failure	5 Year Glass Breakage and 3 Year Seal Failure	Not Applicable *	Available for Purchase * *
LLumar Solar Control Films				
AIR80BLSRHPR		●		
AIR90CLSRHPR		●		
AU85UVSRHPR	●			
DL05GSRCDF				●
DL15BSRCDF				●
DL15GSRCDF				●
DL30GNSRHPR				●
DR05SRCDF		●		
DR15SRCDF		●		
DRN25SRCDF		●		
DRN35SRCDF		●		
E1220SRCDF				●
N1020SRCDF	●			
N1020BSRCDF	●			
N1035BSRCDF	●			
N1040SRCDF	●			
N1050SRCDF	●			
N1065SRCDF	●			
NHE20ERHPR				●
NHE35ERHPR				●
RHE20ERHPR				●
RHE35ERHPR				●
RHE50ERHPR				●
THE80BLERHPR				●
SHECLERPS4				●
SHECLERPS7				●
RN07SRCDF	●			
R15BSRCDF				●
R15BLSRHPR				●
R15GSRCDF				●
R15G0SRHPR				●
R20SRCDF	●			
R35SRCDF	●			
R35SRCDF	●			
LE35SRCDF	●			
LE50SRCDF	●			
LLumar Safety-and-Security Films				
GCLSRPS4				●
GCLSRPS6				●
N1020SRPS4	●			
N1020SRPS8	●			
N1040SRPS4	●			
N1040SRPS8	●			
N1050SRPS4	●			
N1050SRPS8	●			
NUV65SRPS4	●			
R20SRPS5	●			
R20SRPS9	●			
DR15SRPS5	●			
DR15SRPS9	●			
DR25SRPS5	●			
DR25SRPS9	●			
SCLSRPS2	●			
SCLSRPS4	●			
SCLSRPS7	●			
SCLSRPS8	●			
SCLSRPS13	●			
LLumar Decorative Films				
MATTE FROST SERIES				●
COLOR FROST SERIES				●
TEXTURED FROST SERIES				●
NATURE SERIES				●
PATTERN SERIES				●
TEXTILE SERIES				●
SPECIALTY SERIES			●	
GRADIENT SERIES				●

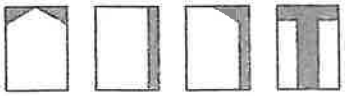
In the event of glass breakage or seal failure due to thermal shock caused solely as the direct result of the application of an approved LLumar® Window Film, the Manufacturer will either:

- Replace the window film; or
- Replace and/or repair the portion of the window frame in direct contact with the glass, if frame is damaged due to breakage or seal failure (excluding painting or finishing); or
- Replace the broken glass and/or repair or replace the sealed insulating unit.

The following terms and conditions also apply:

1. These warranties are extended to the original purchaser. The products are warranted against glass and seal failure when properly installed in accordance with the Manufacturer's instructions on suitable surfaces of glass by a LLumar dealer and in compliance with the Manufacturer's Film-to-Glass Recommendations Chart.
2. We will pay for repairs or replacement of up to (but not to exceed) $500 (U.S.) less $25 (U.S.) deductible or 5% of replacement cost per glass unit.
3. Documented pre-approval is required when any of the windows falls into one of the following categories:
   - Any windows too big to be replaced with standard ladders and manpower
   - Windows exceeding 84 inches in height or width
   - Window with blinds located between the panes of glass (blinds in the air space)
4. Pre-existing conditions of either glass breakage or seal failure of the filmed glass pane voids this warranty coverage. We reserve the right to inspect any job prior to final issuance of a certificate of warranty coverage. Fraud by the installing dealer shall void the warranty.
5. In order to qualify for seal failure coverage, the owner must present evidence that a seal failure warranty is currently in force from the manufacturer of the sealed glass unit. This warranty for seal failure will not extend beyond the sealed unit's manufacturer's limited warranty.
6. This limited warranty shall be completely invalidated if any information or representation set forth on the front of this document is not accurate.
7. We reserve the right to refuse to reapply window film after two occurrences to the same glass pane and will refund the purchase price for the original filming of said glass pane.
8. "Thermal shock fracture" means a breaking or fracture to glass caused by heat or change in temperature resulting from the application of film to glass, and thermal shock breakage can be identified by the following characteristics: (a) break lines make a right angle with the edge of glass at or near the origin, and (b) break lines separate into two or more lines within two inches of the edge and the origin. Tempered glass is not susceptible to thermal shock generated by solar control film.
9. "Seal failure" is defined as a visible break or opening of the window's air seal, resulting in an ineffective sealing of the window, allowing moisture and/or air to penetrate, causing an internal fogging of the glass.
10. This limited warranty shall NOT apply to applications in the following installations: (a) when not in strict compliance with current rules and regulations promulgated by the Manufacturer; or (b) of more than one (1) film to any window; or (c) on triple pane windows, wired or textured glass, any glass on which there is affixed or otherwise applied any paint, lettering or ornamentation; or (d) on glass which is visibly damaged, chipped, cracked or pierced or where light can be seen between glass and frame; or (e) on nonglass materials, such as polycarbonates or other plastics; or (f) in locations in which there has been prior glass breakage; or (g) on glass which is framed by concrete, solid metal or sealant which is no longer resilient; or (h) on any glass of 100 square feet or more or having any linear dimension (height, width, or diagonal) of more than 12 feet; or (i) when damage occurs partly by reason of loss by any cause other than thermal shock fracture, including, but not limited to, impact, stress, scratching, improper application or installation, wind or the elements, earthquakes or other acts of God, fire, war, invasion, hostilities, rebellion, insurrection, wear and tear, inherent vice, pre-existing break, or latent defect; or (j) when 25% or less of a glass pane is shaded and the shaded area includes more than 25% of the glass pane's perimeter. A portion of the examples of such harmful shading is as follows:

HARMFUL SHADING AS REFERENCED IN THE MANUFACTURER'S FILM-TO-GLASS RECOMMENDATIONS



(examples of shading)

11. Window film or window units removed prior to claim or inspection by the Manufacturer's representative invalidates any stated warranty.

Any purchaser desiring warranty service on any product covered by this limited warranty should collect the information contained in the installation record or bill of sale furnished at the time of purchase, together with a description of the specific defect, and proof that it is LLumar film. The owner should then contact the LLumar dealer from which the film was originally purchased and arrange for them to validate the claim. Proof of purchase is also required in order to obtain warranty coverage. It is therefore recommended that the purchaser retain the completed installation record and sales receipt.

EXCEPT AS PROHIBITED BY APPLICABLE LAW, THE Manufacturer HEREBY DISCLAIMS LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND PUNITIVE DAMAGES ARISING FROM ANY CAUSE WHATSOEVER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE Manufacturer HEREBY EXCLUDES AND DISCLAIMS ANY AND ALL EXPRESS WARRANTIES AND, EXCEPT DURING THE APPLICABLE LIMITED WARRANTY PERIOD SET FORTH ABOVE, THE Manufacturer HEREBY EXCLUDES AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The Manufacturer's sole obligation to the owner or purchaser, whether such claim is based in contract, negligence, tort or otherwise, shall be solely as provided hereunder and damages and remedies shall be solely as provided hereunder.

Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above exclusions and limitations may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state or province to state or province.

This limited warranty is void if the film is subject to abuse or improper care and maintenance. The Manufacturer assumes no liability for scratching or damaging of the film. This limited warranty or any part of it is void only where and to the extent expressly prohibited by law.

LLumar Window Films are not otherwise warranted in any way, except as expressly stated in this limited warranty.

* Glass Breakage and Seal Failure Warranty is not applicable for these products.
* * E-mail Warranty Department for fee schedule and an application form for Glass Breakage and Seal Failure Warranty for these products.

EASTMAN

Tennessee Window Films, LLC

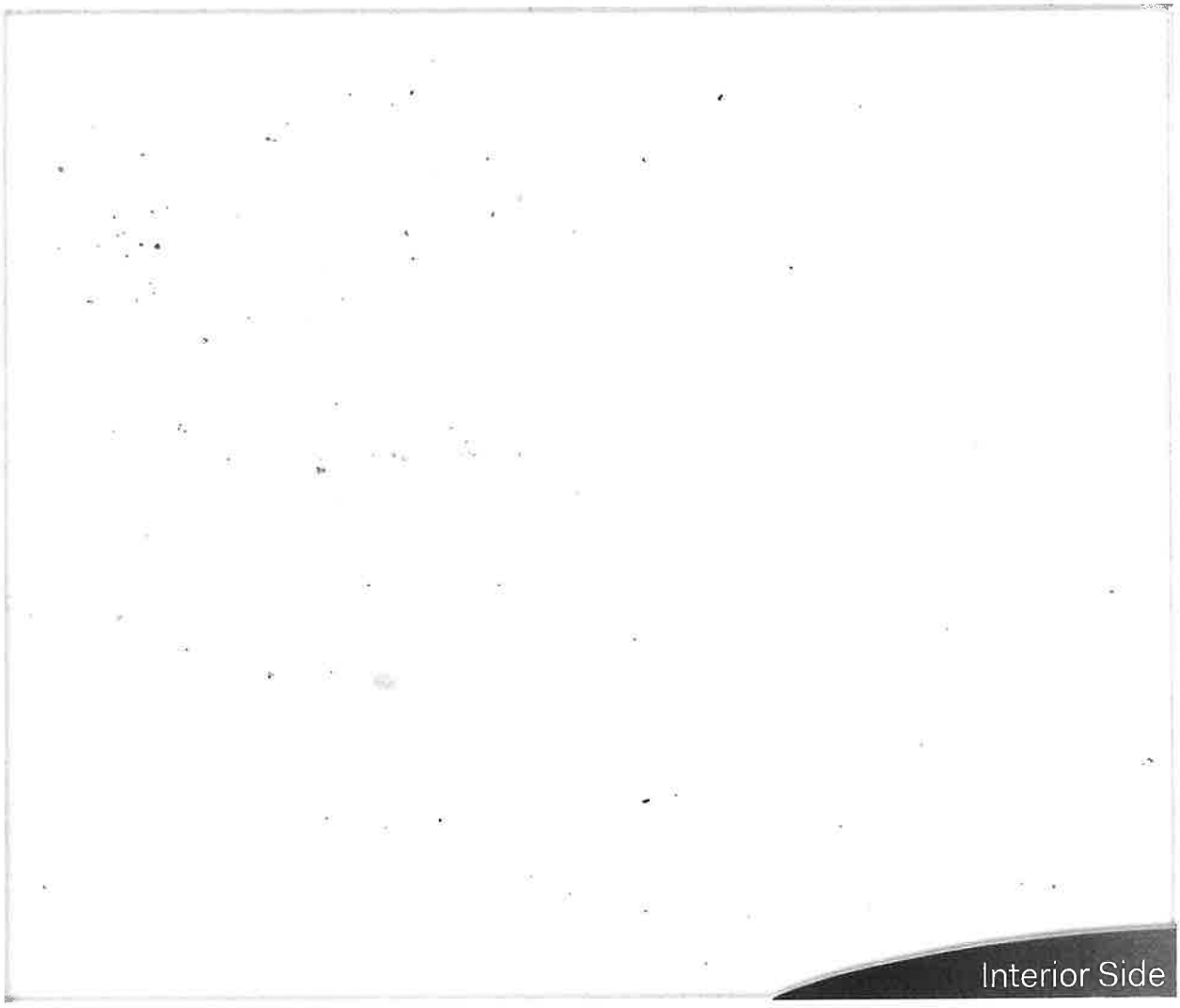
Cost Breakdown

Products used for installation:

Eastman, Llumar 8 Mil Clear Safety and Security Film - $9.50 sq foot

Dow 995 Black Silicone Sealant – included in square footage

CLEAR SAFETY SERIES | SCL SR PS8 (Clear)



Benefits and selection criteria

- Helps hold shattered glass together should a break occur
- Helps slow down entry through glass
- Pressure-sensitive adhesive has a low visual distortion that provides optical clarity
- Most often used to help hold shattered glass in place in the event of a windstorm or blast
- Also can be used for added protection during human impact, an earthquake or in the event of spontaneous tempered glass breakage
- Please see LLumar.com for recommendations and test results for specific glass and frame types

Manufacturer's Limited Warranty*

EASTMAN

LLumar.com

*Certain restrictions apply; see dealer for warranty details. **Films do not eliminate fading - they help reduce it. UV rays and heat are contributing factors to fading, but other factors exist. ©2019 Eastman Performance Films, LLC. Product brands referenced herein with a ™ or ® symbol are trademarks of Eastman Chemical Company or its subsidiaries. All other trademarks are the property of their respective owners. All rights reserved. No liability is accepted for errors. Printed in U.S.A. (11/19) L1412

NFRC MEMBER

INDUSTRY PARTNER

CLEAR SAFETY SERIES | SCL SR PS8 (Clear)



Performance Data

	% Total Solar Transmittance	% Total Solar Reflectance	% Total Solar Absorptance	% Visible Light Transmittance	% Visible Reflectance (exterior)	% Visible Reflectance (interior)	Winter U-value	Shading Coefficient	% Ultraviolet Ray Protection (wavelengths 300-380nm)	Emissivity	Solar Heat Gain Coefficient	% Total Solar Energy Rejected	Light-to-Solar Heat Gain Ratio (LSG)***	% Summer Solar Heat Gain Reduction***	% Winter Heat Loss Reduction***	% Glare Reduction***
Clear Glass 1/8" (3mm) single pane	83	8	9	90	8	8	1.04	0.99	29	0.84	0.86	14	1.05	-	-	-
SCL SR PS8 1/8" (3mm) single pane	81	9	10	88	10	10	1.06	0.96	>99	0.90	0.84	16	1.05	2	-2	2

Data was captured using National Fenestration Rating Council's (NFRC) guidelines and calculated for single pane, nominal 1/8 inch (3mm) clear glass. Reported values are taken from representative product samples and are subject to normal manufacturing variances. Actual performance will vary based on a number of factors, including glass type and properties. ***These are calculated numbers which may differ between similar products due to averaging and rounding.

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Window Security Film / Bid 3634

Suppliers Names:

Carolina Premier Window
Energy Control Consultants
Tennessee Window Film

Cost to Knox County Schools

Not to exceed $750,000

Description and Type of Funding Source

Security Grant Funds 27418404-579900

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17277 **R-25-5-207**

COMMISSION

Meeting Date: 05/19/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving receipt of a Tennessee Department of Education Fiscal Year 2026 Turnaround Action Grant (TAG) 5.0 in the amount of $1,394,649.69.
(Schools)

Attachments

Resolution

Detail

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING RECEIPT OF A TENNESSEE DEPARTMENT OF EDUCATION FISCAL YEAR 2026 TURNAROUND ACTION GRANT (TAG) 5.0 IN THE AMOUNT OF $1,394,649.69.

RESOLUTION: R-25-5-207

REQUESTED BY: SCHOOLS

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County Schools has applied for grant funding under the State of Tennessee Department of Education Turnaround Action Grant 5.0 for Fiscal Year 2026; and

WHEREAS, Knox County Schools has received notice that the total amount of funding it will receive under the Turnaround Action Grant 5.0 is $1,394,649.69; and

WHEREAS, at its regularly scheduled meeting on May 8, 2025, the Knox County Board of Education approved the Tennessee Department of Education Turnaround Action Grant 5.0.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby approves receipt of a Tennessee Department of Education Turnaround Action Grant 5.0 in the amount of $1,394,649.69 for Fiscal Year 2026.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all contracts or other documents which may be required to signify acceptance of the grant funds by Knox County, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Budget Overview

Knox County (470) Public District - FY 2026 - Turnaround Action Grant (TAG) 5.0 - Rev 0 - Turnaround Action Grant (TAG) 5.0

Go To

Indirect Cost Guide

Total Allocation	$1,394,649.69
Existing Budget In Categories Not Eligible for Indirect Cost	$0.00
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	$1,394,649.69
Indirect Cost Rate	3.69%
Max Available Budget In Categories Eligible for Indirect Cost	$1,345,018.51
Max Indirect Cost	$49,631.18

Filter by Location: All - $1,394,649.69

Show Unbudgeted Categories

Account Number / Line Item Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	72410 - Office of the Principal	99100 - Transfers Out	Total
116 - Teachers	68,520.25					68,520.25
123 - Guidance Personnel		24,295.04				24,295.04
130 - Social Workers		56,023.67				56,023.67
139 - Assistant Principal(s)				423,679.05		423,679.05
172 - Instructional Coaches			139,238.37			139,238.37
189 - Other Salaries & Wages	0.00	152,346.02	208,001.00	0.00		360,347.02
195 - Certified Substitute Teachers	16,040.00		0.00			16,040.00
201 - Social Security	6,350.96	17,774.32	26,562.73	32,603.32		83,291.33
204 - State Retirement	5,452.73	14,892.68	20,586.97	27,190.37		68,122.75
206 - Life Insurance	120.00	448.00	264.00	528.00		1,360.00
207 - Medical Insurance	18,309.96	31,833.67	21,557.63	47,860.40		119,561.66
208 - Dental Insurance	60.00	249.60	132.00	228.00		669.60
211 - Local Retirement	0.00	0.00	4,807.60	0.00		4,807.60
504 - Indirect Cost					16,693.35	16,693.35
524 - In-Service / Staff Development		0.00	12,000.00	0.00		12,000.00
Total	114,853.90	297,863.00	433,150.30	532,089.14	16,693.35	1,394,649.69
					Adjusted Allocation	1,394,649.69
					Remaining	0.00

Go To

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 8th day of May, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-227

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of FY26 Turnaround Action Grant 5 in the amount of $1,394,649.69 for CSI Schools

Cost to Knox County Schools

0

Description and Type of Funding Source

TDOE

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17278 **R-25-5-208**

COMMISSION

Meeting Date: 05/19/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Amendment to the Memorandum of Agreement with United Way of Greater Knoxville, Inc. regarding tutoring services and receipt of funding for summer tutoring services and/or supplies up to $114,892.64 from TN All Corps/ESSER grant funds.

(Schools)

Attachments

Resolution

Memorandum of Agreement

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN AMENDMENT TO THE MEMORANDUM OF AGREEMENT WITH UNITED WAY OF GREATER KNOXVILLE, INC. REGARDING TUTORING SERVICES AND RECEIPT OF FUNDING FOR SUMMER TUTORING SERVICES AND/OR SUPPLIES UP TO $114,892.64 FROM TN ALL CORPS/ESSER GRANT FUNDS.

RESOLUTION: **R-25-5-208**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, by means of Resolution R-24-9-205, the Knox County Commission approved a Memorandum of Agreement with United Way of Greater Knoxville, Inc. regarding tutoring services and receipt of grant funding up to $100,000.00 (the "Memorandum of Agreement"); and

WHEREAS, Knox County Schools and United Way of Greater Knoxville, Inc. desire to enter into an Amendment to the Memorandum of Agreement for the receipt of additional funding for summer tutoring services and/or supplies up to $114,892.64 from TN All Corps/ESSER grant funds, as further detailed in the attached Amendment; and

WHEREAS, at its regularly scheduled meeting on May 8, 2025, the Knox County Board of Education approved the Amendment to the Memorandum of Agreement with United Way of Greater Knoxville and receipt of funding for summer tutoring services and/or supplies up to $114,892.64.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Amendment to the Memorandum of Agreement with United Way of Greater Knoxville, Inc. and receipt of funding for summer tutoring services and/or supplies up to $114,892.64 from TN All Corps/ESSER grant funds is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Amendment to the Memorandum of Agreement with United Way of Greater Knoxville, Inc. and receipt of funding for summer tutoring services and/or supplies up to $114,892.64 shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

AMENDMENT TO MEMORANDUM OF AGREEMENT

BETWEEN

UNITED WAY OF GREATER KNOXVILLE, INC. AND

KNOX COUNTY SCHOOLS

REGARDING TUTORING SERVICES

1. It is mutually understood that the following agreement will be added to the existing Memorandum of Agreement approved September 5, 2024 in the section titled, "UWGK agrees to:" effective May 8, 2025:

   Provide to KCS funding for summer tutoring services and/or supplies up to $114,892.64 in the form of reimbursement from TN ALL CORPS/ESSER funds.

2. That all remaining provisions contained within the currently existing memorandum of agreement shall remain in full force and effect.

KNOX COUNTY BOARD OF EDUCATION

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 8th day of May, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-215

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

United Way of Greater Knoxville and Knox County Schools partnered to provide tutoring for students in the UWGK After School Network with TN ALL Corps/ESSER funding for the 24-25 school year. As part of the final ESSER spend down, UWGK will provide funds of up to $114,892.64 to Knox County Schools for summer tutoring and materials. The current memorandum of agreement does not have language regarding this type of transaction, and the attached amendment will allow for this to occur. This is a one-time occurrence and there is no cost or additional responsibility to Knox County Schools for this funding.

Cost to Knox County Schools

0

Description and Type of Funding Source

N/A

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17279 **R-25-5-209**

COMMISSION

Meeting Date: 05/19/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving receipt of a Tennessee Department of Education Preschool Access for All Learning Network Cohort 6.0 Grant in the amount of $80,000.00.
(Schools)

Attachments

Resolution

Detail

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING RECEIPT OF A TENNESSEE DEPARTMENT OF EDUCATION PRESCHOOL ACCESS FOR ALL LEARNING NETWORK COHORT 6.0 GRANT IN THE AMOUNT OF $80,000.00.

RESOLUTION: R-25-5-209

REQUESTED BY: SCHOOLS

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County Schools has applied for grant funding under the State of Tennessee Department of Education Preschool Access for All Learning Network Cohort 6.0 Grant; and

WHEREAS, Knox County Schools has received notice that it will receive the total amount of $80,000.00 under the Preschool Access for All Learning Network Cohort 6.0 Grant; and

WHEREAS, at its regularly scheduled meeting on May 8, 2025, the Knox County Board of Education approved the Tennessee Department of Education Preschool Access for All Learning Network Cohort 6.0 Grant.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby approves receipt of a Tennessee Department of Education Preschool Access for All Learning Network Cohort 6.0 Grant in the amount of $80,000.00.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all contracts or other documents which may be required to signify acceptance of the grant funds by Knox County, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Cohort 6.0 Preschool Access for All Application

To apply for Preschool Access for All Learning Network's Cohort 6.0*, please respond to all required questions in this form. Completion of this application does not indicate acceptance into the network. Districts will be notified of their acceptance by April 1, 2025.
*Please note, priority will be given to districts who have never participated in Preschool AALN. However, if you have previously engaged and are interested in participating if space allows, you are welcome to complete the application.

1. District Name *

Knox County Schools

2. Special Education Supervisor Name *

Shelli Eberle

3. Special Education Supervisor Email *

shelli.eberle@knoxschools.org

4. General Education Representative Name (VPK, if applicable) *

Beth Lackey

5. General Education Representative Role *

Early Childhood Director

6. General Education Representative Email *

beth.lackey@knoxschools.org

7. Optional: Additional Representative Name

Rachael Parsons

8. Optional: Additional Representative Role

Special ed supervisor- Child Find

9. Optional: Additional Representative Email

rachael.parsons@knoxschools.org

10. How many total preschool classrooms are in your district? *

90

11. How many VPK classrooms are in your district? *

26

12. How many self-contained special education preschool classrooms are in your district? *

0

13. How many integrated special education preschool classrooms are in your district? *

48

14. How many LEA funded preschool classrooms are in your district? *

The district adds additional funds to cover salary and benefits over the amount the state provides fo

15. Optional: If there are other types of preschool classrooms in your district, please note those here by including the classroom type and the number of classrooms. (i.e. First 8 Classrooms - 2, Head Start Classrooms - 3, etc.)

None

16. What is your district's Indicator 6A for FY25?
If you need assistance in obtaining this information, please contact Dolly.Gerregano@tn.gov or Colleen.VanDyke@tn.gov. *

73%

17. What barriers do you face in your district when determining LRE for preschool children with disabilities? *

All our sped preschool services are provided through inclusive practices. Our 619 classrooms have peers added to create integrated preschool classrooms. Our biggest obstacles include leaving the determination of how many days per week of services to the IEP team (this seems like a disparity when compared to non-disabled Blended Preschool peers, VPK and Title 1 students attending 5 days per week). It's also a challenge for students who are accepted to Title 1 or VPK to be provided appropriate and adequate supports in those settings depending on the needs of the

18. Describe your district's vision for collaboration among general education (VPK, if applicable) and special education teams to enhance outcomes for preschool children with and without disabilities. *

KCS district leadership already does an excellent job collaborating, communicating, planning, and being creative in placement options for students within all our programs. We want to strengthen supports for gen ed teachers and staff through high quality PD, hands on support in the classroom, providing appropriate accommodations and supports, and expanding full time options for students with disabilities who do not meet the requirements for Title 1, VPK and Head Start. We would also like to strengthen Tier 1 and 2 supports for students in the general ed setting who have had limited or no school experience or early intervention to ensure our S-Team process and any evaluation

19. Describe your current continuum of services. Specifically, how do you ensure a Free Appropriate Public Education (FAPE) is available for preschool children with disabilities in their Least Restrictive Environment (LRE)? *

Our current continuum of services includes direct itinerant speech/language services, direct services in a Language Group Setting (2.5 hours per day, 2 days per week), Special Ed consultative services for students in a private preschool, Head Start, VPK, Title 1 etc., special ed preschool services provided in a general education setting (Blended Preschool), Homebound or Hospital setting. We currently do not have any self contained special education preschool classrooms, as we believe that all students can be educated alongside their same age peers at the preschool level. However, if a student's needs were so severe that they required a placement in a special education setting, we

20. In what ways could the Preschool AALN provide supports that might increase the number of preschool children with disabilities served in the general education environment? *

We would like to explore more ways to provide current students more time in the general education setting that is comparable to qualifying same age peers. We would also like to strengthen content knowledge and skill sets of our gen ed teachers to be able to provide high quality supports within the Title 1 and VPK classrooms in KCS before moving to a blended preschool (619) setting. We would also like to explore more supports outside our blended preschool, VPK and Title 1 classrooms. For example, this year, we piloted two transition classrooms for our five-year-olds who elected for an additional year of preschool. We would like support thinking creatively about how to expand our supports while being mindful of budgetary and space restrictions.

21. Our district would like to participate in the Preschool Access for All Learning Network's Cohort 6.0 beginning June 2025 and ending June 2028. We understand that we are committing to ensuring access for preschool children with disabilities in general education settings. *

- (●) I agree.
- ( ) I do not agree.

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KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 8th day of May, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-216

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of Preschool Access for All Learning Network Cohort 6.0 Grant in the total amount of $80,000 from Tennessee Department of Education.

Cost to Knox County Schools

0

Description and Type of Funding Source

Tennessee Department of Education

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17280 **R-25-5-210**

COMMISSION

Meeting Date: 05/19/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with Knox Education Foundation and receipt of funding in the amount of $5,000.00 to support postsecondary data system development for the Knox County Schools 865 Academies.
(Schools)

Attachments

Resolution

Memorandum of Understanding

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A MEMORANDUM OF UNDERSTANDING WITH KNOX EDUCATION FOUNDATION AND RECEIPT OF FUNDING IN THE AMOUNT OF $5,000.00 TO SUPPORT POSTSECONDARY DATA SYSTEM DEVELOPMENT FOR THE KNOX COUNTY SCHOOLS 865 ACADEMIES.

RESOLUTION: R-25-5-210

REQUESTED BY: SCHOOLS

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, the Knox Education Foundation has received funding to help support postsecondary data system development for the Knox County Schools 865 Academies; and

WHEREAS, Knox Education Foundation desires to grant Knox County Schools the amount of $5,000.00 to support postsecondary data system development for the 865 Academies, as further detailed in the attached Memorandum of Understanding; and

WHEREAS, at its regularly scheduled meeting on May 8, 2025, the Knox County Board of Education approved the Memorandum of Understanding with Knox Education Foundation and receipt of funding.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Memorandum of Understanding with Knox Education Foundation for the receipt of funding in the amount of $5,000.00 to support postsecondary data system development for the Knox County Schools 865 Academies is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Memorandum of Understanding with Knox Education Foundation for the receipt of funding in the amount of $5,000.00 to support postsecondary data system development for the Knox County Schools 865 Academies shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

KNOX education FOUNDATION

March 10, 2025

Shannon Jackson
Knox County Schools
400 West Summit Hill Drive
Knoxville, TN 37902

Dear Ms. Jackson,

Congratulations, I am pleased to inform you that the Knox Education Foundation (KEF) recently received funding for Knox County Schools (KCS) to support postsecondary data system development.

Enclosed you will find a grant award for $5,000. Grant funds must be used specifically for the purpose directed by the funder and are designated to support the College and Career Department for the development and implementation of data systems that enhance postsecondary enrollment for all students. Below is additional information relating to how the funds may be used.

The funds may be used immediately and throughout the next KCS strategic planning period to support activities related to developing, implementing, and using data systems to inform and improve post-secondary advising and decision-making. Specifically, funds may be allocated toward:

- Data coaching services to help educators and counselors interpret and act on postsecondary data.
- Product testing and implementation of tools that support student decision-making and advising.
- Small-scale Plan-Do-Study-Act (PDSA) cycles to refine approaches and scale effective strategies.
- Stipends for test cases to pilot new advising and counseling models informed by data.
- Any additional initiatives that align with the goal of leveraging data to create more personalized postsecondary counseling and advising systems.

You are not required to submit an annual outcomes report to KEF, but you must provide a reconciliation report upon request detailing how the funding was used and the number of students impacted.

We wish you great success for the remainder of the school year.

Sincerely,

Michael W. Taylor
CEO

MEMORANDUM OF UNDERSTANDING

DATE: March 14, 2025

TO: Knox County Board of Education
Dr. Jon Rysewyk, Superintendent, Knox County Schools

FROM: Mike Taylor, CEO, Knox Education Foundation

RE: Insights to Postsecondary Attainment Grant

Knox Education Foundation (KEF) has received funding to help support postsecondary data system development for the Knox County Schools 865 Academies. KEF is granting Knox County Schools $5,000.00 for the 865 Academies and will request a spend down of funds at the end of the 2025-2026 school year.

KNOX COUNTY BOARD OF EDUCATION

_____
Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____
Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT
CONTRACT #: 25-218
APPROVED AS TO LEGAL FORM

_____
Gary Dupler, Deputy Law Director
Date: _____

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Knox Education Foundation(KEF) received funding (a $5000 Grant)to support Knox County Schools(KCS) 865 Academies Post Secondary Data Systems Development.

Cost to Knox County Schools

No Cost to KCS

Description and Type of Funding Source

Knox Education Foundation(KEF)

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17281 **R-25-5-211**

COMMISSION

Meeting Date: 05/19/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with the Morgan Wallen Foundation for receipt of grant funding in the amount of $1,200,000.00 for Gibbs High School.

(DEFER TO JUNE AT REQUEST OF SPONSOR)

(Schools)

Attachments

No file(s) attached.

RLA-17282 **R-25-5-212**

COMMISSION

Meeting Date: 05/19/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of grant funds and donations for the Knox County Schools as shown on the attached list and in the total amount of $88,986.00.
(Schools)

Attachments

Resolution

Grant/Donation Listing

1-HVA Athletic Council Donation

3-UTK Donation

4-TN Arts Commission STS Grants

5-TN Grow Your Own Center Funding

6-Air & Space Forces Association Grant

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS AND DONATIONS FOR THE KNOX COUNTY SCHOOLS AS SHOWN ON THE ATTACHED LIST AND IN THE TOTAL AMOUNT OF $88,986.00.

RESOLUTION: **R-25-5-212**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Board of Education has deemed it in the best interest of the Knox County Schools to apply for and receive public and private grants for the benefit of the Knox County Schools; and

WHEREAS, the Knox County Board of Education is also thankful for the generous donations it receives to help further the important work of the Knox County Schools; and

WHEREAS, the attached list itemizes the (1) grantor/donor; (2) the amount of the grant or donation; (3) the school to which the grant or donation applies; and (4) the purpose of each grant or donation; and

WHEREAS, the Knox County Commission desires to authorize the acceptance of the grant funds and donations; and

WHEREAS, at its regularly scheduled meeting on May 8, 2025, the Knox County Board of Education individually approved the grants and donations listed on the attached document.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby authorizes the acceptance of grant funds and donations for the Knox County Schools as specifically shown on the list of grants and donations attached hereto and incorporated herein by reference and in the total amount of $88,986.00. A copy of the grant or donation notification letter and/or other information provided with each grant or donation is also attached hereto.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all contracts or other documents which may be required to signify Knox County's acceptance of the listed grants or donations, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

KNOX COUNTY SCHOOLS
Grant and Donation Listing
May 2025

No.	Grantor/Donor	School/Program/ Dept Benefitted	Designation	Matching Funds	Personnel Funded	Amount
1	Hardin Valley Athletic Council	Hardin Valley Academy	Weight Room Equipment	N/A	N/A	$25,000.00
2	The University of Tennessee Knoxville through the Inflation Reduction Act and the USDA Forest Service, Urban and Community Forestry Program	Whittle Springs Middle School	Outdoor Learning Facilities	N/A	N/A	$9,025.00
3	Tennessee Arts Commission Student Ticket Subsidy Grants	Multiple Schools	Funds for student transportation and tickets to art venues	N/A	N/A	$46,862.00
4	Tennessee Grow Your Own Center through the U.S. Department of Labor's Educator Registered Apprenticship Intermediary Partnership	KCS Grow Your Own Program	Educator Preparation	N/A	N/A	$7,500.00
5	Air & Space Forces Association Grant	Gresham Middle School	School Project regarding Unmanned Aerial Vehicles	N/A	N/A	$599.00
			TOTAL AMOUNT			**$88,986.00**

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Our weight room is in need of new equipment. This equipment will be used daily for Advanced Strength & Conditioning classes, as well as several athletic teams for weight lifting purposes. Cost will be shared with class fees collected this school year, Football, Baseball, Boys Basketball, Track/XC, Lacrosse, & HVAAC. Football will carry the majority of the cost - using funds saved in their school team account as well as their Hardin Valley Academy Athletic Council account. We have obtained 4 quotes (attached) and would like to proceed with ProMaxima if approved.

Cost to Knox County Schools

$0

Description and Type of Funding Source

Football, School Fees, HVAAC,

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Estimate

PMX Promaxima
5310 Ashbrook Drive
Houston TX 77081
USA Phone: 713-667-9606

PRO IMA
BUILDING CHAMPIONS FOR OVER 50 YEARS

Tax ID: 87-4338103
Customer No: 17676
Estimate No: 642403
Salesperson: KEITH MANUS

Bill To:

HARDIN VALLEY ACADEMY
ATTN: TYLER WYNN
11345 HARDIN VALLEY RD
KNOXVILLE TN 37932
Phone: 865-690-9690
Email:
TYLER.WYNN@KNOXSCHOOLS.ORG

Ship To:

HARDIN VALLEY ACADEMY
11345 HARDIN VALLEY RD
KNOXVILLE TN 37932

Cust PO	FOB	Terms	Date Order	Requested Delivery
			3/8/2025	

Line No.	Qty	Item	Description	Unit Price	Net Amount
			RACK FRAME: GRAY # 18238 SLEEVE : NAVY BLUE PFK60588 SLEEVE LOGO : HAWKS BENCH FRAME: NAVY BLUE: PFK60588 UPHOLSTERY: GRAY # 8567 SLIPCOVER: NAVY SLIPCOVER LOGO; ATTACHED SP-617: GRAY # 18238		
1	11	PMX4307-HR	PMX Series Half Rack, 4x3 7g Uprights	2,245.40	24,699.40
			PMX Series Half Rack, 4x3 7G Uprights with notches and built in accessory mounting system. Base Package includes 90 in uprights, (4) Top and Bottom band attachments, (2) bar storage, (2) 24" Safetys, (2) J Hooks, (10) Oly Plate storage holders, and (1) Chin-up, (2) Laser Cut Sleeves on Uprights		
2	11	FW-150U	Deluxe Adjustable Bench W/ Wheels	594.82	6,543.08
			Deluxe Adjustable Workout Bench. 0 to 90 Degrees. No Pop Pins. Foot Lever Back Pad Adjustment. Seat Lock Out Adjustment System. Wheel Mounted For Easy Movement. Bench can stand vertically for storage.		
3	11	AC-SLIPCOVER	Slip Cover For Benches With Logo	41.20	453.20
			Slip Cover For Benches With Logos		
4	1	EMBROID SET UP	Embroidery Set Up Fee	75.00	75.00
5	6	BAROLYtaac	Texas All American Bar - Cerakote Shaft	337.00	2,022.00
6	11	50423	Bolt On Land Mine	55.00	605.00
			Bolt On Land Mine		
7	6	PL-8220D	Dip Station for PL-800 Series	215.00	1,290.00
8	6	PBPRO100	Powerblock Pro 100 Set with Stand	1,499.00	8,994.00

Estimate

PMX Promaxima
5310 Ashbrook Drive
Houston TX 77081
USA Phone: 713-667-9606

Tax ID: 87-4338103
Customer No: 17676
Estimate No: 642403
Salesperson: KEITH MANUS

Bill To:

HARDIN VALLEY ACADEMY
ATTN: TYLER WYNN
11345 HARDIN VALLEY RD
KNOXVILLE TN 37932
Phone: 865-690-9690
Email:
TYLER.WYNN@KNOXSCHOOLS.ORG

Ship To:

HARDIN VALLEY ACADEMY
11345 HARDIN VALLEY RD
KNOXVILLE TN 37932

Cust PO	FOB	Terms	Date Order	Requested Delivery
			3/8/2025	

Line No.	Qty	Item	Description	Unit Price	Net Amount
9	72	PB45LB	45lb Ferus Prime Black Bumper with Logo	134.00	9,648.00
45lb Ferus Prime Black Bumper with Logo, Custom Silk Screen Block letters					
10	24	PB25LB	25lb Ferus Prime Black Bumper with Logo	90.95	2,182.80
25lb Ferus Prime Black Bumper with Logo, Custom Silk Screen block letters					
11	48	OSB10LB	10lb Black Fer Prime Logo OS Bumper	41.37	1,985.76
10lb Black Ferus Prime Old School Bumper, Cust Logo, Silk screen block letters					
12	12	CPB5LB	5lb Change Plate Fer Prime Custom Logo	24.83	297.96
5lb Black Change Plate Fer Prime Custom Logo, Silkscreen, Single					
13	12	CPB2.5LB	2.5lb Change Plate Fer Prime Custom Logo	15.00	180.00
2.5lb Black Change Plate Fer Prime Custom Logo, Single					
14	1	LOGO SET UP	Set-Up Fee For Logos	350.00	350.00
Set-Up Fee For Logos					
15	6	SP-617	Connecting cross Member with H	220.00	1,320.00
Connecting Cross Member with Holes On All Four Sides					
16	24	LIFT LOW	41" Band #2, 13/16" Purple Low Resistanc	9.22	221.24
41" Band #2, 13/16 Purple Low Resistance					
17	24	LIFT MEDIUM	41" Band #3, 1 1/8" Green Med Resistance	11.28	270.68
41" Band #3, 1 1/8" Green Med Resistance **Each**					
18	24	LIFT HEAVY	41" Band #4, 1 3/4" Blue Hvy Resistance	17.46	419.00

Estimate

PMX Promaxima
5310 Ashbrook Drive
Houston TX 77081
USA Phone: 713-667-9606

Tax ID: 87-4338103
Customer No: 17676
Estimate No: 642403
Salesperson: KEITH MANUS

Bill To:

HARDIN VALLEY ACADEMY
ATTN: TYLER WYNN
11345 HARDIN VALLEY RD
KNOXVILLE TN 37932
Phone: 865-690-9690
Email:
TYLER.WYNN@KNOXSCHOOLS.ORG

Ship To:

HARDIN VALLEY ACADEMY
11345 HARDIN VALLEY RD
KNOXVILLE TN 37932

Cust PO	FOB	Terms	Date Order	Requested Delivery
			3/8/2025	

Line No.	Qty	Item	Description	Unit Price	Net Amount
41" Band #4, 1 3/4" Blue Hvy Resistance **Each**					
19	**11**	**FW-41**	Glute and Ham developer	**124.63**	**1,370.93**
Glute and Ham Roller					
20	**1**	**str-fw-41**	STORAGE RACK FOR FW-41	**180.00**	**180.00**
21	**1**	**FREIGHT**		**3,900.00**	**3,900.00**
22	**1**	**INSTALLATION**	Installation Labor	**2,500.00**	**2,500.00**

Thank you for doing business with Promaxima!

CC Orders subject to 3.5% Trans fee, Freight quotes valid 30 days

Terms and Conditions review at https://promaxima.com/the-legal-stuff/

Sale Amount:	69,508.05
Sales Tax:	0.00
Prepaid:	0.00
Total Amount:	69,508.05

Quote

CAROLINA FITNESS EQUIPMENT

Customer Name: Hardin Valley Academy
Quote #: QTE13983
Quote Date: 12/23/2024
Quote Name:

Carolina Fitness Equipment
3353 Reno Ave
Charlotte NC 28216
United States

Contact:
Phone: (706) 333-3355
Email: tyler.wynn@knoxschools.org

Bill To

Ship To

Hardin Valley Academy
11345 Hardin Valley Rd
Knoxville TN 37932
United States

Sales Rep	Mode of Delivery	Payment Terms
Pete Hall	Delivery and Install	PIA - Pay in Advance

Quantity	Unit	Item	Description	Price	Total
11	EA	**DYNBDY-PRO-E-RCK DynaBody Pro-E Rack**	DynaBody Pro-E Rack with band attachments and bar storage. Weight Storage pegs for 45lb and 25lb, 10 lb bumpers. 5 and 2.5 regular sized plates.	$1,807.00	$19,877.00
11	EA	**DYNBDY-LADFIB DynaBody Ladder / Flat Incline Bench**	DynaBody Ladder / Flat Incline Bench	$795.00	$8,745.00
11	EA	**CUSTOM HEADWRAP Custom Headwrap (Upholstery)**	Vinyl Color: *Fill in* Equipment: *List Items the headwrap(s) are for* *Make sure custom logo is uploaded*	$45.00	$495.00
6	EA	**OBW1-86HC Get Rxd Men's 86" Olympic Weightlifting Bar**	Get Rxd Men's 86" Olympic Weightlifting Bar	$300.00	$1,800.00
11	EA	**DYNBDY-LM DynaBody Landmine**	DynaBody Landmine	$198.00	$2,178.00
6	EA	**DYNBDY-DIP DynaBody Dip Attachment for Pro-E Rack**	DynaBody Dip Attachment for Pro-E Rack	$199.00	$1,194.00
6	Set	**750-00309-00 Powerblock Adjustable Commercial Pro Dumbbells 100 Set***	Powerblock Adjustable Commercial Pro Dumbbells 100 Set* (Stand included)	$1,499.00	$8,994.00
72	EA	**STR-PB45LB Strencor 45lb Black Rubber Competition Bumper Plate - Custom Logo (Single Plate)**	Strencor 45lb Black Rubber Competition Bumper Plate - Custom Logo (Single Plate)	$161.31	$11,614.32

QTE13983

Quantity	Unit	Item	Description	Price	Total
24	EA	**STR-PB25LB Strencor 25lb Black Rubber Competition Bumper Plate - Custom Logo (Single Plate)**	Strencor 25lb Black Rubber Competition Bumper Plate - Custom Logo (Single Plate)	$108.00	$2,592.00
48	EA	**STR-PUB10LB Strencor 10lb Black Urethane Competition Bumper Plate - Custom Logo (Single Plate)**	Strencor 10lb Black Urethane Competition Bumper Plate - Custom Logo (Single Plate)	$94.00	$4,512.00
12	PR	**STR-RGCP-5LB Strencor Rubber Grip Change Plates - 5 lb pair**	Strencor Rubber Grip Change Plates - 5 lb pair	$20.00	$240.00
12	PR	**STR-RGCP-2.5LB Strencor Rubber Grip Change Plates - 2.5 lb pair**	Strencor Rubber Grip Change Plates - 2.5 lb pair	$15.00	$180.00
6	EA	**DYNBDY-BRDGCONN DynaBody Bridge Connector with Holes**	DynaBody Bridge Connector with Holes 4 - Sides - 5" Attach - 6' Spacing	$325.00	$1,950.00
24	EA	**STR-ACC-STBND-GRN Strencor Strength Bands-Green 50-120lbs**	Strencor Strength Bands-Green 50-120lbs-FLXGR	$23.00	$552.00
24	EA	**STR-ACC-STBND-BLU Strencor Strength Bands-Blue 60-150lbs**	Strencor Strength Bands-Blue 60-150lbs	$30.00	$720.00
24	EA	**STR-ACC-STBND-ORG Strencor Strength Bands-Orange 70-175lbs**	Strencor Strength Bands-Orange 70-175lbs-FLXOR	$45.00	$1,080.00
2	EA	**DYNBDY-FLGHD DynaBody Floor GHD**	DynaBody Floor GHD	$649.99	$1,299.98
1		**DEL-INST Install**	Delivery / Install	$4,500.00	$4,500.00

Subtotal:	$72,523.30
Tax Total:	$0.00
Total:	**$72,523.30**

X_____

Quote Approval Signature

All quotes are valid for seven (7) days from the date of the quotation. If acceptance is received after this period has lapsed, the job

QTE13983

may be required to be requoted.

Comments:

Expires: 01/31/2025

RETURN POLICY:
You may exchange/return an unused, non-special order item(s)in new condition within 30 days of delivery or pickup. Any new item returns must be in original packaging where applicable. Used equipment that has already started the service process, as well as any special order items, will require a 20% restocking fee. The restocking fee is in effect whether the item has been delivered or not. Any delivery fees are defaulted to the seller and return freight/delivery is the customer's responsibility. All returns will be inspected. If an item is deemed defective, a repair, replacement, refund/exchange will be at our discretion.

SURCHARGE POLICY:

All credit and debit card payments over $5,000 will be charged a 3% surcharge on the full amount of the payment.

STORAGE POLICY:
Storage Fees will be charged at a rate of $4.50 per piece per day for equipment that has been completed, picked, or received but not yet delivered, starting 30 days after the completion of the last item on the order. For items handled by CFE as a 3PL provider, there will be an additional $35 per piece charge for both incoming and outgoing items. The definition of a "piece" is determined by CFE. Payment for storage fees must be made before equipment can be delivered, shipped, or picked up, with a Net 10 payment term from the invoice date. Delinquent storage fee invoices exceeding 30 days will result in forfeiture of equipment, with no refunds or credits issued. Any agreed-upon free storage must be noted in the Comments and will override this policy. If shipment delays are caused by CFE's performance issues, no storage fees will be charged. Signed Quote or Payment on the Sales Order signifies acceptance of these terms and conditions.



POWER LIFT®

P.O. Box 348
Jefferson, IA 50129
800-872-1543; Fax: 515-386-3220
www.power-lift.com

QUOTATION / ORDER

Quoted To:
Tyler Wynn
706-333-3355
tyler.wynn@knoxschools.org

Ship To:
Hardin Valley Academy
11345 Hardin Valley Road
Knoxville, TN 37932

Quote #1

Sales Representative	Date	Prices Good Thru	Terms	Freight
Robert Lindsey 865-399-4456	1/13/2025	30 Days	50% Down	Best Way

QTY.	CODE	ITEM #	DESCRIPTION	UNIT PRICE	NET AMOUNT
10	17205A	HFR-8	**8' Pro Series 4x3 - 7 gauge Half Rack** *w/Dual Grip Chin bar*	$3,079.00	$30,790.00
10	32540A W/LOGO	RBC-UHMW-UP	*w/Rhino Hook Bar catches with UHMW upgrade* *w/Spot bars* *w/Weight storage* *w/Bar & band storage* **Navy blue uprights - Platinum frames & bar catches - Miner blue chin bar - navy PL decals*	$99.00	$990.00
10	52051B	HRA	**High Rotation Attachment**	$199.00	$1,990.00
10	66178A	BA-BASE	**Band Shaft for Rack Base**	$159.00	$1,590.00
10	18499F	CS-PDBB	**CS - Multi Angle DB Bench** **Platinum frames - Imperial blue upholstery - navy PL decals*	$829.00	$8,290.00
2	29001B	GHB-FP	**Fixed Pad Glute Ham Bench** **Platinum frames - Imperial blue upholstery - navy PL decals*	$2,059.00	$4,118.00
10		LJC-PRO2	**Lock Jaw Pro 2 Collar - Black**	$45.00	$450.00
10		C-VINYL	**Custom Vinyl Chin Bar Logo** **Logo TBD*	$6.00	$60.00
20		C-VINYL	**Custom Vinyl Side Bench Logo** **Hawk head*	$6.00	$120.00
10	16036	CS-PDBB-HC	**Custom embossed bench head cover logo** **Hawk head*	$39.00	$390.00
1		HC-SETUP	**Custom embossed bench head cover logo - set-up fee**	$165.00	$165.00
			Intek		
60		IBCN-45-CC	**Custom Urethane Olympic Bumper Plate - 45 lbs - Black**	$299.00	$17,940.00
20		IBCN-25-CC	**Custom Urethane Olympic Bumper Plate - 25 lbs - Black**	$189.00	$3,780.00
20		IBBN-10	**Urethane Olympic Bumper Plate - 10 lbs - Black**	$109.00	$2,180.00
40		ITUTT-010	**Armor Urethane encased Olympic Grip Plates - 10 lbs**	$49.00	$1,960.00
20		ITUTT-005	**Armor Urethane encased Olympic Grip Plates - 5 lbs**	$24.50	$490.00

20		ITUTT-002.5	**Armor Urethane encased Olympic Grip Plates - 2.5 lbs**	$12.50	$250.00
1		CLSE	**Intek Custom Logo Set-up Fee**	$350.00	$350.00
160		CUSBPLOGO	**Intek Custom Urethane In-lay Bumper Plate Logo - per logo** **Hawk head on top of plate*	$15.00	$2,400.00
			Solid Bar Fitness		
10		PE46ZSDR	**Midwest Power Bar**	$360.00	$3,600.00
			Power Block		
10		750-00309-00	**Pro Commercial 5-100 Set**	$1,209.00	$12,090.00
10		600-00147-01	**Commercial Pro Rack Stand**	$289.00	$2,890.00
			Perform Better		
20		1213-01-1/4-orange	**1st Place Superband - 1/4" - orange**	$12.95	$259.00
20		1213-03-1/2-black	**1st Place Superband - 1/2" - black**	$15.95	$319.00
20		1213-04-3/4-yellow	**1st Place Superband - 3/4" - yellow**	$21.95	$439.00
20		1213-05-1-black	**1st Place Superband - 1" - black**	$23.95	$479.00
1		DISC	**Less Package Discount**	-$14,804.00	-$14,804.00
1		FRT	**Power Lift Freight & Installation** **Current Power Lift lead times are 16-18 weeks after receipt of order*	$8,194.00	$8,194.00
1		FRT	**Solid Bar Freight - no installation** **Solid Bar ships separately from Power Lift*	$335.00	$335.00
1		FRT	**Intek Freight - no installation** **Intek ships separately from Power Lift*	$836.00	$836.00
1		FRT	**Perform Better Freight - no installation** **Perform Better ships separately from Power Lift*	$58.00	$58.00
1		FRT	**Power Block Freight - no installation** **Power Block ships separately from Power Lift*	$776.00	$776.00
			Prices quoted on standard frame and upholstery colors *Frame:* *Upholstery:* Decals		

	Subtotal:	$93,774.00
To process this order the following is needed:	Sales Tax:	
**** Signed Quotation or Purchase Order*** **** School Tax Exempt Number*** **** 50% Down; Balance Due Net 10 Days From***	Deposit:	

Shipping Date

Thank You!

Grand Total: **$93,774.00**

Signature

Date

Title

Purchase Order Number

Tax Exempt Number

ESTIMATE

DATE	EXPIRATION	ESTIMATE #
12/27/2024	1/10/2025	

SALES REP: Jared Murphy
EMAIL:
Stray Dog Strength
185 Westgate Drive
Newark OH 43055 US
614-871-9220

BILL TO
11345 Hardin Valley Road
Knoxville TN 37932 USA

SHIP TO
Hardin Valley Academy
Tyler Wynn
11345 Hardin Valley Road
Knoxville TN 37932 USA

SALES REP:	JM
MAIN CONTACT:	Tyler Wynn
PHONE NUMBER:	(706)333-3355
EMAIL:	tyler.wynn@knoxschools.org

PAYMENT TERMS Institutional Sales: Purchase Order & 50% Held Inventory Payment to process order (Net 10 days)
Private Funds: Payment due before order is processed.

SD:Racks:2160-MG Alpha Full Rack- MG Package Upright Color: Crossmember Color: Accent Color: Custom Branding:	10.00	3,600.00	36,000.00
SD:Logos:2067-B Custom Laser Cut Branding for Rack-Logo Upgrade	10.00	250.00	2,500.00
SD:Rack Storage:2012 Additional Weight Peg For Alpha Rack 3 Peg Configuration	20.00	60.00	1,200.00
SD:Benches:2520 Alpha Adjustable Bench Frame Color: Accent Color:	10.00	700.00	7,000.00
SD:Logos:2501 Stitched Logo Wear Cover	10.00	50.00	500.00
SD:Benches:2520-LOGO-LC. Custom Laser Cut Logo for Alpha Adjustable Bench	10.00	250.00	2,500.00
SD:Rack Attachments:2063 Top Beam Connector 6' Color:	8.00	200.00	1,600.00
SD:Rack Attachments:2074 Baseball Grip Chin Up (Includes one Pair)	8.00	150.00	1,200.00
SD:Rack Attachments:2671-A Adjustable Lever Arms Frame Color:	10.00	1,100.00	11,000.00

STRAYDOG STRENGTH

ESTIMATE

SALES REP: Jared Murphy
EMAIL:

DATE	EXPIRATION	ESTIMATE #
12/27/2024	1/10/2025	

SD:Rack Attachments:2620 Half Rack Band Attachment (Includes 2xFront Feet & 4x Band Pegs) Frame Color:	10.00	270.00	2,700.00
SD:Auxiliary:403-Pack 3 41" Resistance Band Pack 3 (Includes:1x Orange,1x Red Mini, 1x Black Mini, 1x Purple, 1x Green, 1xBlue)	20.00	95.00	1,900.00
Chains 9-027-5FTA 40 lbs. Set, 5/8 X 5 Ft (Total Weight) A Set Contains 2 Lengths Of 5/8 X 5 Ft Chain 2 Lengths Of 3/16 X 6 Ft Chain 2 Each 3/16 Quick Links	10.00	130.00	1,300.00
Chains 9-029 61 lbs. Set, 3/4 X 5 Ft (Total Weight) A Set Contains 2 Lengths Of 3/4 X 5 Ft Chain 2 Lengths Of 3/16 X 6 Ft Chain 2 Each 3/16 Quick Links	10.00	250.00	2,500.00
SD:Rack Storage:2292 Chain Storage (Holds 6 chains)	10.00	75.00	750.00
DC Block DC Blocks Original - DC-200 12 Block Set	10.00	665.00	6,650.00
SD:Rack Storage:2014 Hanging Bar Storage	10.00	40.00	400.00
SD:Storage:2212 Combat Hex Bar Storage (6 Bars)	2.00	400.00	800.00
SD:Storage:2212-WHEEL KIT Wheel Kit for Combat Hex Bar	2.00	175.00	350.00
SD:Rack Storage:2282 Power Block Rack Mount Mounting Location on Rack:	10.00	400.00	4,000.00

STRAYDOG STRENGTH

ESTIMATE

DATE	EXPIRATION	ESTIMATE #
12/27/2024	1/10/2025	

SALES REP: Jared Murphy
EMAIL:

SD:Rack Parts:2056 72" Crossmember PowerBlock Mount for Alpha Full Rack Custom Configuration Frame Color:	10.00	240.00	2,400.00
SD:Rack Parts:2054 43" Crossmember PowerBlock Mount for Alpha Full Rack Custom Configuration Frame Color:	20.00	130.00	2,600.00
PowerBlock:Commercial Pro 100 Set Commercial Pro 100 by PowerBlock Compact size: 19.2" L x 7.6" W x 7.7" H Stainless Steel Hardware Sold in pairs Includes 5 lb and 10 lb knurled grip handles 1 year commercial limited warranty	10.00	1,000.00	10,000.00
SD:Bars:2404 Stray Dog Aggressive Power Bar Bar Finish: Bright Zinc Weight: 20KG PSI Rating: 190,000 PSI Center Knurling: Yes Shaft Diameter: 29MM Warranty: Limited Lifetime	10.00	320.00	3,200.00
SD:Bars:2403 Stray Dog Olympic Needle Bearing Bar Bar Finish: Bright Zinc Weight: 20KG PSI Rating: 190,000 PSI Center Knurling: No Warranty: Limited Lifetime Shaft Diameter: 28.5 MM	10.00	400.00	4,000.00
SD:Bars:2407 Stray Dog Safety Squat Bar Weight: 65 lbs	10.00	400.00	4,000.00
SD:Auxiliary:LOCK-JAW PRO 2 Lock Jaw PRO 2 Barbell Collar Suitable for all 2" / 50mm Olympic bars and all lifts. Sold in pairs.	20.00	43.00	860.00
SD:Weights:2412-45 SD Competition Bumper- 45 lb (Pair)	30.00	280.00	8,400.00
SD:Weights:2412-25 SD Competition Bumper- 25 lb (Pair)	10.00	180.00	1,800.00

STRAYDOG STRENGTH

ESTIMATE

SALES REP: Jared Murphy
EMAIL:

DATE	EXPIRATION	ESTIMATE #
12/27/2024	1/10/2025	

SD:Weights:2412-10 SD Competition Bumper- 10 lb (Pair)	20.00	160.00	3,200.00
SD:Weights:2411-10 SD Change Plate- 10 lb (Pair)	10.00	75.00	750.00
SD:Weights:2411-5 SD Change Plate- 5 lb (Pair)	20.00	50.00	1,000.00
SD:Weights:2411-25 SD Change Plate- 2.5 lb (Pair)	10.00	30.00	300.00
SD:Machines:2330-72-300 Functional Trainer 72" Connector, 300lbs Weight Stack Upright Color: Crossmember Color: Accent Color:	2.00	4,700.00	9,400.00
SD:Rack Parts:2056 72" Crossmember Frame Color:	4.00	240.00	960.00
SD:Rack Storage:2283-72 72" Flat Tray	3.00	450.00	1,350.00
SD:Rack Storage:2284-72 72" Dumbbell Tray	3.00	250.00	750.00
Header ***Medicine Balls***	1.00	0.00	0.00
Header ***Kettlebells***	1.00	0.00	0.00
Header ***Dumbbells***	1.00	0.00	0.00
SD:Machines:2353-1 Hyperglute Frame Color:	2.00	3,200.00	6,400.00
SERVICES:SDS Installation Installation and Delivery services of Stray Dog Strength Products	1.00	7,000.00	7,000.00

STRAYDOG STRENGTH

ESTIMATE

DATE	EXPIRATION	ESTIMATE #
12/27/2024	1/10/2025	

SALES REP: Jared Murphy
EMAIL:

SALES DISCOUNT			
SALES DISCOUNT	1.00	-220.00	-220.00

Quote Pricing only valid for 14 days. Orders will not be official until receipt of original purchase order, Prepayment or Net Account is established. Balance due upon receipt. Freight costs could increase due to customer project delays by the customer. Terms: Institutional Sales = Purchase Order & 50% held items payment required to process order. Private Funds: Payment due before order is processed.
Customers who pay sales tax must pay 100% before order is processed.

SUBTOTAL	153,000.00
DISCOUNT	
	153,000.00

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 8th day of May, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: _____

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Green Infrastructure Outdoor Learning Facilities for Whittle Springs Middle School

Cost to Knox County Schools

0

Description and Type of Funding Source

This project is a donation from the University of Tennessee, Knoxville. Funding is provided by the Inflation Reduction Act and the USDA Forest Service, Urban and Community Forestry Program.

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

KNOX COUNTY SCHOOLS
Facilities Department

TO: **Doug Shover**
Director of New Facilities and Construction

FROM: Jamie Stapleton

DATE: April 10, 2025

SUBJECT: **Request for Board of Education Approval of a School Funded Project**

I request you recommend this project to the Board of Education for approval. Supporting documentation is attached.

Site	Green Infrastructure Outdoor Learning Facilities for Whittle Springs Middle School
Requested By:	Jamie Stapleton
Approved By: (School Principal)	Kathleen Turnmire
Phone	865-594-4474
Nature of the Project	A Gravel Tree Stormwater System will serve as an outdoor learning facility to teach students about human interactions with the environment through green infrastructure, ecosystem services, stormwater, and forestry.
Cost of the Project	$9,025
Funded By ☐ Check box if project is funded in whole or in part by money contained in a school account and submit a completed form BO-107 with this form.	This project is a donation from the University of Tennessee, Knoxville. Funding is provided by the Inflation Reduction Act and the USDA Forest Service, Urban and Community Forestry Program.
Cost to Knox County Schools	$0

KNOX COUNTY BOARD OF EDUCATION

INTERNAL SCHOOL FUNDS
PURCHASE APPROVAL REQUEST

1) School Whittle Springs Middle School Date 4/10/2025

2) Item(s) to be Purchased (Note 1)

1) _____

2) _____

3) _____

4) _____

Attach additional page(s) as necessary

3) Purchase Amount (Note 2) $ _____

4) Vendor _____

5) Source(s) of Funding (Funds must be currently available)
(Examples: School Coupon Book Sales Receipts, PTO/PTA, Booster Club, General School Funds, etc.)

Source 1 _____ Account Number _____ Amount $ _____

Source 2 _____ Account Number _____ Amount $ _____

Source 3 _____ Account Number _____ Amount $ _____

Source 4 _____ Account Number _____ Amount $ _____

Total (Should Equal Item #3 Above) $ _____

I certify that the purchase(s) requested above will be made in accordance with all applicable provisions of Knox County Board of Education Policy and the Tennessee Internal School Financial Management Manual.

Signed: _____

Principal: _____

Date: _____

Funds are available: _____
Supervisor of Student Activity Funds

NOTE: All purchases of supplies, materials, equipment, and contractual services at the school level of ten thousand dollars ($10,000) or greater shall be based on competitive bids and approved by the Board of Education.

Green Infrastructure Outdoor Learning Facilities for Whittle Springs Middle School

Prepared for Whittle Springs Middle School by the University of Tennessee, Knoxville and Socially Equal Energy Efficient Development (SEEED)

THE UNIVERSITY OF TENNESSEE SYSTEM

April 10, 2025

To: Knox County Schools Board of Education
400 W Summit Hill Dr SW, Knoxville, TN 37902

From:
Victoria Rexhausen
Post Doctoral Research Associate

PROJECT SUMMARY

The University of Tennessee, Knoxville (UTK), and Socially Equal Energy Efficient Development (SEEED), a 501(c)(3) in East Knoxville, would like to collaborate with Whittle Springs Middle School (WSMS) to install outdoor learning facilities to be used to teach learning modules about green infrastructure, stormwater, and forestry. The cost of installations will be donated to WSMS by UTK and SEEED. The cost of materials and labor for this project totals $9,025, which is outlined on page 4. Funding for this project is provided by the Inflation Reduction Act and the USDA Forest Service. Urban and Community Forestry Program, awarded to UTK.

The installations will include a gravel tree stormwater system (GTSS) on WSMS's campus. Pages 2-4 describe the project's scope, and an aerial photo indicating the project's location on campus can be found below (Figure 1). The GTSS will be outfitted with monitoring devices, including a water level data logger and rain gauge, exposing the students to citizen science and allowing hands-on activities to accompany in-classroom learning modules. Lessons will be carefully crafted to ensure these efforts integrate and don't detract from course content. Page 6 elaborates on lesson plan subjects and the corresponding TN State Science Standards.

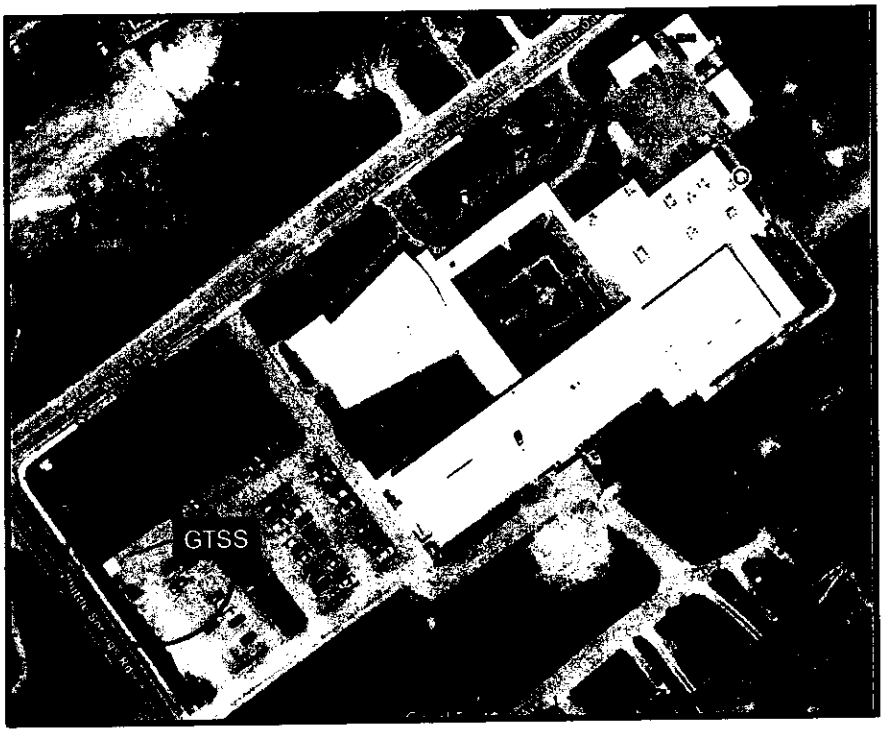


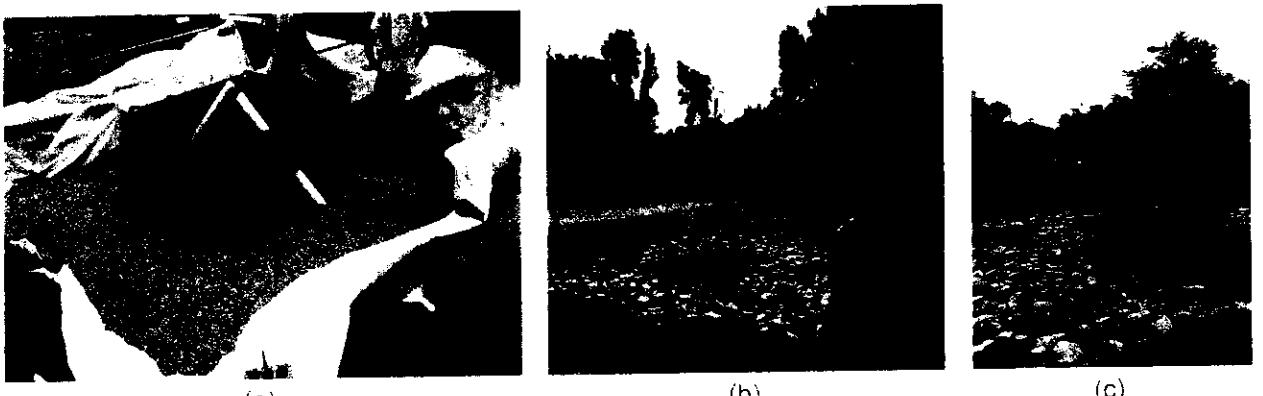
Figure 1: Aerial photo indicating the location of the proposed installations on campus. The GTSS will be located in the northwest corner of the parking area adjacent to Whittle Springs Rd. The GTSS footprint is indicated as a yellow square inside the red circle.

THE UNIVERSITY OF TENNESSEE SYSTEM

GRAVEL TREE STORMWATER SYSTEM

Background

Gravel Tree Stormwater Systems (GTSS) were originally conceived by staff in the Urban Forestry South office in Athens, GA. In these systems, soils are excavated to a depth of approximately 3 ft within an 18 X 18 ft area specifically sized to trap stormwater runoff from a given catchment. The system is designed to, at a minimum, have a volume sufficient for a mature tree. Within this excavated area, a 6 ft x 6 ft x 3 ft wooden box is placed and filled with mineral soil (Figure 2). A tree is planted inside the mineral soil, and holes are drilled in the side of the cube to allow the tree roots to migrate into the surrounding area. Around this cube, in the remainder of the excavated area, washed #57 stone is placed, providing space for the roots to grow and access the incoming stormwater runoff. The stone provides structural stability as well as void space for runoff storage. This system is designed to mimic bioretention (i.e., rain gardens) and functions similarly. However, by using stone instead of bioretention media, the cost of these systems is nearly one-third that of more traditional bioretention areas, making it an extremely attractive potential alternative. Further, these systems are specifically designed to promote tree health, resulting in a tree-centric approach to stormwater management where benefits such as shading, evaporative cooling, and ecosystem services the tree provides are still realized. One of the first GTSS was installed in East Knoxville in a collaborative effort between the U.S. Forest Service, the University of Tennessee (UT), and the City of Knoxville Urban Forestry Division. Observations showed the system was well functioning, and tree growth and health in the system were excellent.



(a) (b) (c)

Figure 2. Gravel tree stormwater system pilot installation in East Knoxville. (a) gravel being added to the excavated area with tree box installed. (b) system after completion of construction, and (c) project after tree maturation (pictures courtesy of Eric Kuehler)

Proposed Installation

A GTSS is proposed to be built in the northwest corner of the parking area adjacent to Whittle Springs Rd on WSMS's campus. This location receives sheet flow from most of the parking lot during rain events. GIS data was used to determine a watershed size of approximately 14,000 ft^2, with an anticipated stormwater volume of approximately 1,100 cubic feet resulting from a 1-inch rain event. An aerial photo describing the location of the proposed site is included (Figure 1).

Upon approval of this proposal, survey equipment will be used to determine the exact topography of the proposed build site. UT will create design plans for the location based on survey results and oversee construction from local contractors. Contractors will be fully supervised by UT staff and undergo a background check/TAPS clearance. The GTSS will cost approximately $7,500 to build, including labor, heavy machine operation, and materials. The school's faculty and students will be invited to help with planting the tree in the GTSS. The project's PI, Dr. Jon

Hathaway, has extensive experience with such installations and has successfully completed a number of similar design and construction projects in both academic and industry settings.

BUDGET

The following table outlines the estimated cost of materials and labor. The entire cost of this project is provided by the Inflation Reduction Act and the USDA Forest Service, Urban and Community Forestry Program, and will be a donation to Knox County Schools.

Budget Outline

Item	Cost/Unit	Quantity/unit	Cost
PLANTS			
Bald Cypress Tree for GTSS	$90	1	$90
MATERIALS			
Gravel (3/4" crushed, quartzitic sandstone)	$30 / yd3.	40 yd3	$1,200
Soil (from site)	-	100 ft3	-
Riverstone	$385 /ton	1 ton	$385
PVC Drain Pipe (4" diameter, 10 ft length)	$10 / section	4 sections	$40
Perforated PVC Sewer Drain Pipe (4" diameter, 10 ft length)	$10 / section	4 sections	$40
PVC Elbow (90 degrees, 4" diameter)	$5.38	2	$10.76
PVC Cement and Primer 100 feet $21.98 1 box $21.98 6 mil clear plastic sheeting – 20' x 100' $98.00 1 box $98.00	$8.48	1	$8.46
Drain Sleeve – 4"	$21.98 / box	1 box	$21.98
6 mil clear plastic sheeting	$98	1 box	$98
Non-woven geotextile fabric (15 ft. wide)	$2.50 / ft	6 ft	$15
Wood (7/16" Oriented Strand Board)	$14.78 / 4x8 board	4 boards	$59.12
#8 X 1.23" Wood Screw	$6.28 / 100 count box	1 box	$6.28

LABOR			
Contracted GTSS installation			$5,800
Educational Supplies			
Rain gauge with logger	1	$600	$600
Depth Sensors	2	$350	$350
Soil Moisture Sensor with logger	1	$300	$300
TOTAL			**$9,025**

TIMELINE

Installation

Upon approval from the school board and facilities management, UTK will immediately begin work to install the GTSS and Raingarden before the start of the upcoming school year. UTK will coordinate with WSMS to invite students to participate in the tree planting.

Maintenance

This project's scope allows for 4 years (Fall 2025 - Spring 2029) of dedicated maintenance and landscaping from the University of Tennessee. During this time, UTK and forestry interns funded by this project will be responsible for the upkeep of the raingarden and the care of the tree in the GTSS. UTK will provide ample instruction to the school's faculty and staff during this time for the prolonged upkeep of these resources, which will not be labor-intensive once the tree is well established.

CURRICULUM

Our team plans to install these green infrastructure practices not only to improve ecosystem services on the campus of Whittle Springs Middle School but also to use them as an avenue for teaching K-12 students about green infrastructure, stormwater, and forestry. Team members will coordinate with Jamie Stapleton, WSMS Science Department Chair, to develop a project plan to accompany the donated facilities. We will deliver in-classroom learning modules and expose students to citizen science, instructing them on methods to monitor tree health and hydrological processes in the green infrastructure practices. The following sections outline which sections of the TN State Science Standards best correlate with the learning opportunities provided by our proposed installations. The state science standards that link to the curriculum that can be linked to this outdoor learning facility are outlined below by grade level.

Sixth Grade

6.LS2: ECOSYSTEMS: INTERACTIONS, ENERGY, AND DYNAMICS

- Using evidence from climate data, draw conclusions about the patterns of abiotic and biotic factors in different biomes, specifically the tundra, taiga, deciduous forest, desert, grasslands, rainforest, marine, and freshwater ecosystems.
- Research the ways in which an ecosystem has changed over time in response to changes in physical conditions, population balances, human interactions, and natural catastrophes.

THE UNIVERSITY OF TENNESSEE SYSTEM

6.ESS2: Earth's Systems

- Apply scientific principles to design a method to analyze and interpret the impact of humans and other organisms on the hydrologic cycle.
- Analyze and interpret data from weather conditions, weather maps, satellites, and radar to predict probable local weather patterns and conditions.
- Explain how relationships between the movement and interactions of air masses, high and low pressure systems, and frontal boundaries result in weather conditions and severe storms.

6.ESS3: Earth and Human Activity

- Differentiate between renewable and nonrenewable resources by asking questions about their availability and sustainability.
- Investigate and compare existing and developing technologies that utilize renewable and alternative energy resources.
- Assess the impacts of human activities on the biosphere, including conservation, habitat management, species endangerment, and extinction.

6.ETS1: Engineering Design

- Evaluate design constraints on solutions for maintaining ecosystems and biodiversity
- Design and test different solutions that impact energy transfer

Seventh Grade

7.ESS3. Earth and Human Activity

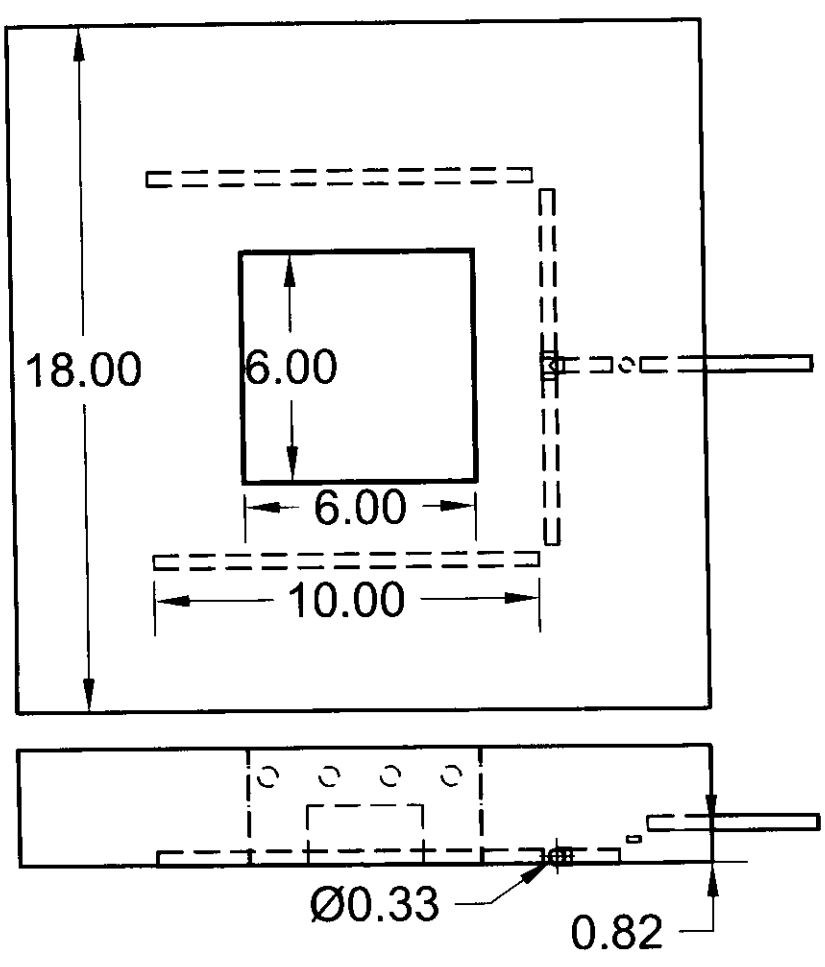
- Engage in a scientific argument through graphing and translating data regarding human activity and climate

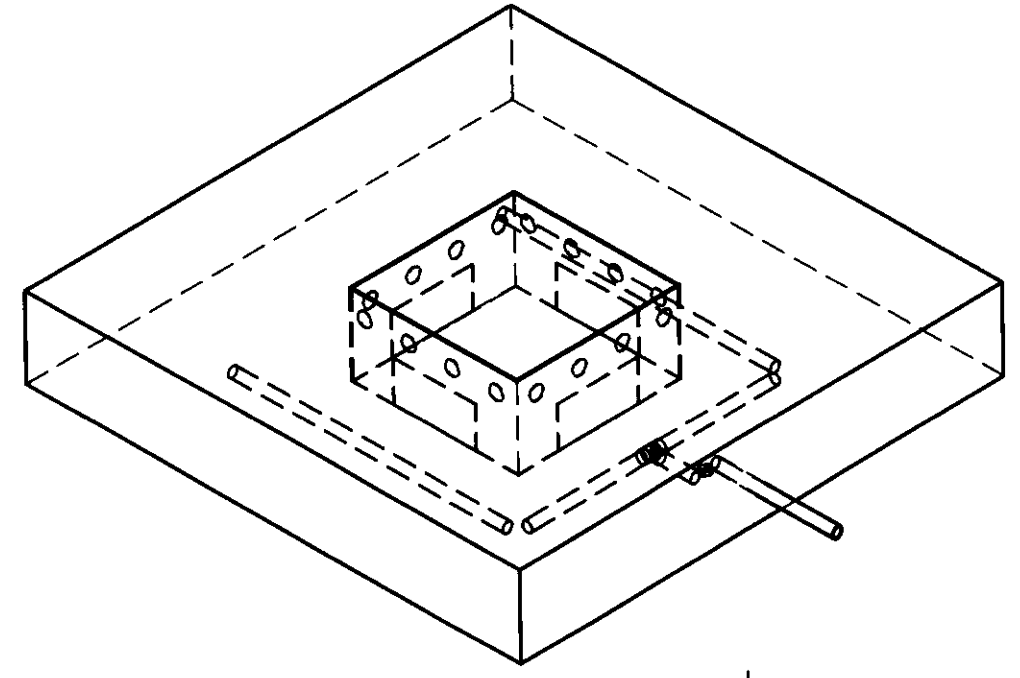
Sincerely,

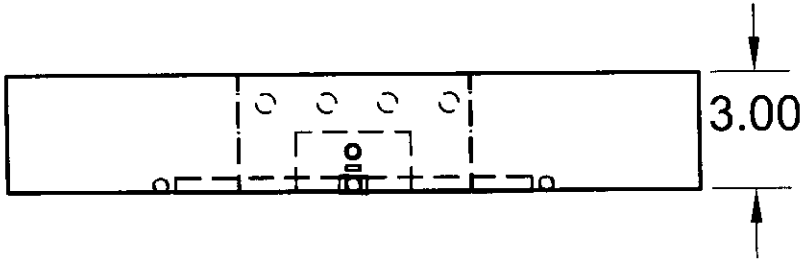


Victoria Rexhausen
Postdoctoral Research Associate

c:
Jon Hathaway
Sharon Jean-Philippe
Stan Johnson
Kevin Parks
Kelsey Ellis
Jennifer First
Jeff deSalu







THE UNIVERSITY OF TENNESSEE SYSTEM

Gravel Tree Stormwater Systems for East Knoxville

TITLE: Gravel Tree Stormwater System (GTSS)

SUBTITLE/VERSION:

DATE: 2/15/2025 | SCALE/UNITS: FEET | PAGE: 1/1

REVISIONS

NO.	DATE	BY	DESCRIPTION

Contact:
Victoria Rexhausen
678-923-3796

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 8th day of May, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: _____

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of Tennessee Arts Commission Student Ticket Subsidy Grants in the total amount of $46,862.00 for the schools referenced in the attached document.

Cost to Knox County Schools

Description and Type of Funding Source

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Student Ticket Subsidy

Support for artist fees, tickets, and transportation for Tennessee public schools carrying out arts field trips and in-school artist residencies.

The FY25 Student Ticket Subsidy grant application opened on August 15, 2024 at 8:00AM CT/9:00AM ET. As of March 10, 2025, the FY25 Student Ticket Subsidy grant application is CLOSED. Please check back in August 2025 when the FY26 STS grant application will open for the 2025-2026 school year.

GRANT OVERVIEW

The Student Ticket Subsidy (STS) grant program provides funds for artist fees, tickets, and transportation fees for students from **TN public schools** to experience a broad variety of cultural opportunities, arts disciplines, and arts learning from artists **during the school day**. Since 2010, the program has given the opportunity to approximately one million students to experience the arts.

Funding for STS is allocated per county according to school-age population and by demand. STS applications are accepted on a first-come, first-served basis and by demand until all funds are expended.

Applications must be received a **minimum of thirty (30) days** prior to the start of the project. For example, if the STS activity begins December 18, your STS application must be submitted online by November 18. Projects must occur between **September 15, 2024-May 23, 2025**.

CONTACT

Please direct all questions to Julia Stark at **Julia.stark@tn.gov** (615) 532-5934 or Chris Sweatt at **Chris.Sweatt@tn.gov** (615) 253-8914

*Please reference the **Application ID** (####-#####) found in your Online Grants System account or award letter when communicating about a submitted grant application or evaluation.*

ALLOWABLE ACTIVITES

GRANT GUIDELINES

GRANT APPLICATION STEPS FOR PREPARING AND MANAGING YOUR GRANT

PLEASE NOTE: you will not see the application in the Online Grants System and will not be able to begin completing the application until the application opens. Refer to the **Application Draft** to prepare your application.

STEP 1 SELECT AN ARTIST

STEP 2 COMPLETE/REVIEW ORGANIZATION PROFILE

STEP 4 PREPARE STS DRAFT APPLICATION WORKSHEET

STEP 5 COMPLETE ONLINE APPLICATION

STEP 6 ASSURANCES

STEP 7 SUBMIT ONLINE APPLICATION

STEP 8 SAVE THE APPLICATION ID NUMBER

STEP 9 NOTIFICATION OF GRANT AWARD OR DENIAL

STEP 10 MANAGING YOUR STS GRANT: CHANGES AND CANCELLATIONS

STEP 11 STS PROJECT ACTIVITY COMPLETE-STS FINAL EVALUATION REPORT DUE

STEP 12 PAYMENT PROCESS

CONTACT/QUESTIONS

For questions, please contact the following:

Julia Stark, Arts Learning Specialist
(615) 532-5934, julia.stark@tn.gov

Chris Sweatt, Director of Arts Education
(615) 253-8914, chris.sweatt@tn.gov

Please reference the **Application ID (#####-#####) found in your Online Grants System** account or award letter when communicating about a submitted grant application or evaluation.

CANCELLATION OR CHANGES OF EVENT

If a funded event is canceled or changed for any reason, the Contact Person or Principal **must inform the Tennessee Arts Commission within ten working days from the date of cancellation**. The Project Director or Principal may propose to the Commission a different event/project presented by approved artists or arts organizations in order to use the allocated funds. Failure to reschedule a funded activity may jeopardize future funding.

For Projects Occurring

September 15, 2024-May 23, 2025

Application Dates & Deadlines

Application is now CLOSED.

Application Opened Thursday, August 15, 2024

Application Deadline is minimum of 30 days before the activity start date.

Eligible Applicants

Public K-12 Schools and School Districts

Funding Requests

$3,000

NOTE: Student Ticket Subsidy is a reimbursement grant.

Additional Information

STS Information for Artists

STS Evaluation & Request for Funds Instructions

STUDENT-TICKET-SUBSIDY-ARTIST-INVOICE-FORM

Search for an STS Artist

Address: 401 Dr. Martin Luther King Jr. Blvd., Nashville, TN 37243
Phone: 615-741-1701

For accessibility accommodation requests including alternate digital formats, captioning, ASL, and assistive technologies please contact Kim Johnson, Director of Arts Access, 615-532-9797.

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Web Design by DesignUps

Application ID	Application Type	Status	Grant Start D	Grant End Dat	Amount Funded
STSG-2408-23227	STS Rolling Grant	Closed	10/30/2024	10/30/2024	$ 1,812.00
STSG-2408-23229	STS Rolling Grant	Closed	10/30/2024	10/30/2024	$ 1,700.00
STSG-2408-23231	STS Rolling Grant	Closed	3/25/2025	3/25/2025	$ 840.00
STSG-2408-23234	STS Rolling Grant	Closed	10/30/2024	10/30/2024	$ 2,800.00
STSG-2408-23282	STS Rolling Grant	Closed	10/31/2024	10/31/2024	$ 1,910.00
STSG-2408-23284	STS Rolling Grant	Closed	3/4/2025	3/4/2025	$ 1,080.00
STSG-2408-23296	STS Rolling Grant	Closed	10/30/2024	10/30/2024	$ 890.00
STSG-2408-23302	STS Rolling Grant	Closed	2/27/2025	2/27/2025	$ 500.00
STSG-2408-23304	STS Rolling Grant	Granted	4/1/2025	5/12/2025	$ 3,000.00
STSG-2408-23306	STS Rolling Grant	Closed	10/31/2024	10/31/2024	$ 1,500.00
STSG-2408-23331	STS Rolling Grant	Closed	2/5/2025	2/5/2025	$ 1,300.00
STSG-2408-23343	STS Rolling Grant	Closed	2/18/2025	2/18/2025	$ 2,100.00
STSG-2408-23349	STS Rolling Grant	Closed	10/30/2024	10/30/2024	$ 1,500.00
STSG-2408-23363	STS Rolling Grant	Closed	10/30/2024	10/30/2024	$ 1,770.00
STSG-2408-23379	STS Rolling Grant	Granted	5/5/2025	5/5/2025	$ 1,500.00
STSG-2408-23383	STS Rolling Grant	Granted	3/4/2025	3/4/2025	$ 1,500.00
STSG-2408-23398	STS Rolling Grant	Closed	10/31/2024	10/31/2024	$ 3,000.00
STSG-2408-23407	STS Rolling Grant	Closed	12/6/2024	12/6/2024	$ 1,380.00
STSG-2408-23424	STS Rolling Grant	Closed	2/7/2025	2/7/2025	$ 2,000.00
STSG-2408-23439	STS Rolling Grant	Closed	10/31/2024	10/31/2024	$ 2,700.00
STSG-2408-23454	STS Rolling Grant	Closed	10/31/2024	10/31/2024	$ 1,500.00
STSG-2408-23489	STS Rolling Grant	Closed	10/30/2024	10/30/2024	$ 2,040.00
STSG-2408-23507	STS Rolling Grant	Closed	12/13/2024	12/13/2024	$ 665.00
STSG-2408-23528	STS Rolling Grant	Granted	10/31/2024	10/31/2024	$ 1,140.00
STSG-2408-23563	STS Rolling Grant	Closed	10/31/2024	10/31/2024	$ 3,000.00
STSG-2408-23638	STS Rolling Grant	Granted	3/25/2025	3/25/2025	$ 2,360.00
STSG-2408-23697	STS Rolling Grant	Closed	10/31/2024	10/31/2024	$ 475.00
STSG-2408-23748	STS Rolling Grant	Closed	12/18/2024	12/18/2024	$ 900.00
Total					**$ 46,862.00**

Grantee	Grantee C	Date Reque	Date Create	Primary C	Primary C	Primary C	Signatory
Ball Camp Elementary School	Knoxville	8/15/2024	8/15/2024	Sarah	Brengle	sarah.bren	Sarah
Mount Olive School	Knoxville	8/15/2024	8/15/2024	Robert	Huffaker	robert.huff	Robert
Pond Gap Elementary	Knoxville	8/15/2024	8/15/2024	Hannah	Rosas	hannah.ros	Hannah
Fountain City Elementary	Knoxville	8/15/2024	8/15/2024	Angela	Cook	angela.coo	Angela
Bearden Elementary School	Knoxville	8/15/2024	8/15/2024	Lee Ann	Parker	leeann.par	Porscha
Bearden Elementary School	Knoxville	8/15/2024	8/15/2024	Lee Ann	Parker	leeann.par	Porscha
Pond Gap Elementary	Knoxville	8/15/2024	8/15/2024	Haley	Keeton	haley.keet	Haley
Bonny Kate Elementary School	Knoxville	8/15/2024	8/15/2024	Debbie	Moore	debbie.mo	Debbie
Shannondale Elementary Scho	Knoxville	8/15/2024	8/15/2024	Rachelle	Peck	rachelle.pe	Renee
West Haven Elementary	Knoxville	8/15/2024	8/15/2024	Patricia	Dueber	patricia.du	Patricia
Mount Olive School	Knoxville	8/15/2024	8/15/2024	Robert	Huffaker	robert.huff	Robert
Bearden Middle School	Knoxville	8/15/2024	8/15/2024	Michael	Weininger	mike.weini	Crateau
Beaumont Magnet Academy	Knoxville	8/15/2024	8/15/2024	Cindy	Sanford	cindy.sanf	Cindy
Blue Grass Elementary School	Knoxville	8/15/2024	8/15/2024	Wendy	Skinner	wendy.skir	Casey
West Haven Elementary	Knoxville	8/15/2024	8/15/2024	Patricia	Dueber	patricia.du	Patricia
Beaumont Magnet Academy	Knoxville	8/15/2024	8/15/2024	Cindy	Sanford	cindy.sanf	Cindy
Cedar Bluff Elementary	Knoxville	8/15/2024	8/15/2024	Christine	Bock	christine.b	Christine
Amherst Elementary School	Knoxville	8/15/2024	8/15/2024	Trey	Lindsay	trey.lindsa	Trey
Dogwood Elementary School	Knoxville	8/15/2024	8/15/2024	Adrienne	Notess	adrienne.n	Lana
Carter Elementary	Knoxville	8/15/2024	8/15/2024	Carrie	Brooks	carrie.broo	Carrie
Lonsdale Elementary School	Knoxville	8/15/2024	8/15/2024	Angela	Hahn	angela.hah	Angela
Norwood Elementary School	Knoxville	8/15/2024	8/15/2024	Emily	Aiken	emily.aiker	Robyn
Mooreland Heights Elementary	Knoxville	8/15/2024	8/15/2024	Monica	Hayes	monica.ha	Monica
South Knox Elementary School	Knoxville	8/15/2024	8/15/2024	tanna	nicely	tanna.nice	tanna
Karns Elementary	Knoxville	8/15/2024	8/15/2024	Emily	Ayers	emily.ayer	Daniel
Belle Morris Elementary	Knoxville	8/16/2024	8/16/2024	Hanna	Starkey	hanna.star	Hanna
Gap Creek Elementary School	Knoxville	8/20/2024	8/20/2024	Jeff	Johnson	jeffrey.johr	Jeff
Bearden Middle School	Knoxville	8/23/2024	8/23/2024	Michael	Weininger	mike.weini	Crateau

Signatory	Signatory	Project Summary	grant close	payment total a	number of	number of
Brengle	sarah.bren	KSO's Young People's Concert	1/17/2025	$ 1,662.00	60	110
Huffaker	robert.huff	Knoxville Symphony Orchestra	12/4/2024	$ 1,700.00	83	110
Rosas	hannah.ros	Aesop's Fables	2/20/2025	$ 680.00	1	60
Cook	angela.coo	KSO's Young People's Concert	12/4/2024	$ 2,800.00	60	190
Harris	porscha.ha	Knoxville Symphony Orchestra	12/4/2024	$ 1,910.00	60	191
Harris	porscha.ha	Knoxville Symphony Orchestra	3/31/2025	$ 1,080.00	60	108
Keeton	haley.keet	Knoxville Symphony Orchestra	11/18/2024	$ 850.00	1	64
Moore	debbie.mo	The Firebird: A Symphonic Tale	3/31/2025	$ 500.00	62	50
Rupeka	renee.rupe	Exploring Clay!Students in gra			1	375
Dueber	patricia.du	WHE Symphony Field Trip	12/4/2024	$ 1,500.00	65	100
Huffaker	robert.huff	African Drumming and Dancin	2/20/2025	$ 1,300.00	1	216
Meshon	meshon.cr	Walk, Don't Ride! by Peter Mal	3/5/2025	$ 2,100.00	5	1236
Sanford	cindy.sanf	Knoxville Symphony Orchestra	12/19/2024	$ 1,500.00	60	88
Cutter	casey.cutt	Knoxville Symphony Orchestra	12/19/2024	$ 1,770.00	60	117
Dueber	patricia.du	Author Visit from Mary Uhles			1	395
Sanford	cindy.sanf	Knoxville Symphony Orchestra			60	90
Bock	christine.b	Knoxville Symphony Young Pe	12/4/2024	$ 3,000.00	100	185
Lindsay	trey.lindsa	We are hoping to take our 3rd	1/22/2025	$ 1,360.00	25	110
Shelton Lo	lana.sheltc	Live performance by Kelle Jolly	3/5/2025	$ 2,000.00	1	350
Brooks	carrie.broo	Sheena McCall's Young Peopl	12/4/2024	$ 2,700.00	69	180
Hahn	angela.hah	Knoxville Symphony Orchestra	12/19/2024	$ 1,450.00	0	85
Ellis	robyn.ellis	Knoxville Symphony Orchestra	12/19/2024	$ 1,560.00	60	92
Hayes	monica.ha	Theater Production of Junie B.	2/19/2025	$ 653.00	20	65
nicely	tanna.nice	Symphony Field Trip			65	62
Champion	theresa.ree	Sheena McCall Young People'	12/19/2024	$ 3,000.00	0	177
Starkey	hanna.star	Tennessee Theater Company's			7	140
Johnson	jeffrey.johr	Sheena McCall Young People'	12/4/2024	$ 475.00	71	30
Meshon	meshon.cr	Hunter Museum Field Trip in C	1/22/2025	$ 900.00	0	50

new appli	title 1 sch	organizati	artists art	artists art	reservation confirmation number
No	No	Bailey Cha	Erin Gonza	egonzalez@	YPT013
No	No	Robert Huf	Erin Gonza	egonzalez@	YPT012
Yes	Yes	Hannah Ro	Amy Parsor	TTCreserva	#KTN-2800
No	No	Angela Coc	Erin Gonza	egonzalez@	YPT08
No	No	Porscha Ha	Erin Gonza	leeann.par	YPT03
No	No	Porscha Ha	Erin Gonza	egonzalez@	VYT06
Yes	Yes	Haley Keet	Erin Gonza	egonzales@	YPT011
No	No	Debbie Mo	Erin Gonza	egonzalez@	VYC05
No	No	Rachelle P	Annamaria	ajgund@ch	2
No	Yes	Patricia Du	E. Gonzale:	egonzalez@	YPT04
No	No	Robert Huf	Kofi Mawul	mawre_co:	21-8-2024
No	No	Mike Weini	Leslie Arno	leslie@wor	02182025
No	No	Cindy Sanf	Erin Gonza	egonzalez@	YPT019
No	No	Ms. Wendy	Erin Gonza	egonzalez@	YPT09
Yes	Yes	Patricia Du	Mary Uhles	mary@mar	#01
No	No	Cindy Sanf	Erin Gonza	egonzalez@	VYT09
No	No	Christine B	Erin Gonza	egonzalez@	YPT07
No	No	Trey Lindsa	Julie Spivey	appalachia	NUT2024
No	Yes	Adrienne N	Kelle Jolly	myjollyboy	201
No	No	Carrie Broc	Erin Gonza	egonzalez@	YTP06
No	Yes	Angela Hat	Erin Gonza	egonzalez@	YPT013
Yes	Yes	Emily H Aik	Erin Gonza	egonzalez@	YTP021
No	Yes	Monica Ha	Terry Webe	terry@wor	invoice in October
No	Yes	Tanna Nice	E. Gonzale:	egonzalez@	#01
No	No	Emily Ayers	Erin Gonza	egonzalez@	YPT014
Yes	Yes	Mrs. Hanna	Amy Parsor	TTCreserva	KTN-2821
No	No	Jeff Johnso	Erin Gonza	egonzalez@	YPT08
No	No	Michael W	Michael W	mike.weini	121824

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 8th day of May, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-217

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Tennessee Grow Your Own Center has secured funding through their partnership with the U.S. Department of Labor's Intermediary, ERA. These funds are being dispersed to LEAs based on the number of registered apprentices who began their program in Fall 2024 or Spring 2025, at a rate of $500 per apprentice. Knox County School district's funded amount is $7,500.

Cost to Knox County Schools

No cost to KCS

Description and Type of Funding Source

n/a

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Outlook

Funding Opportunity for Registered Apprentices – TN GYOC & ERA

From Hall, Kate <katehall@tennessee.edu>
Date Thu 4/3/2025 1:56 PM
To CRYSTAL PRATT <crystal.pratt@knoxschools.org>; ALEX MOSEMAN <alex.moseman@knoxschools.org>

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear GYO LEA Leaders,

We are excited to share that the Tennessee Grow Your Own Center (TN GYOC) has secured funding through our partnership with the U.S. Department of Labor's Intermediary, ERA. These funds will be dispersed to LEAs based on the number of registered apprentices who began their program in Fall 2024 or Spring 2025, at a rate of $500 per apprentice. Your district's funded amount is $7,500.

LEAs have flexibility in how they use these funds to support apprentices, **with the exception of wages**. Allowable uses include, but are not limited to:

- **Tuition, books, and fees**
- **Praxis retakes**
- **Mentor stipends**
- **Laptops or other technology supports**
- **Other resources that enhance apprentice success**

To begin this process, we will need to set up your school district as a vendor in our system, Payment Works. To begin this process, we will need the following information:) what the district name is, 2) the contact person's name, and 3) their email address. This link will capture the needed information. Please complete at your earliest convenience.

That contact will receive an email from Payment Works to complete the steps required to register as a vendor.

We will provide additional details soon on the disbursement timeline. In the meantime, please don't hesitate to reach out with any questions.

Thank you for your continued commitment to growing and strengthening Tennessee's educator workforce!

Kate Hall, Ed.D.
Director- TN Grow Your Own Center

THE UNIVERSITY OF TENNESSEE SYSTEM

katehall@tennessee.edu
https://gyo.tennessee.edu

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 8th day of May, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-200

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 4/22/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of grants funds from the Air and Space Forces Association in total amount of $599.00 for Gresham Middle School.

Cost to Knox County Schools

0

Description and Type of Funding Source

Air and Space Forces Association

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

From: VINCENT DAVE
To: HEATHER HENDERLIGHT
Cc: MELISSA GLOVER
Subject: Fw: AFA Educator Grants
Date: Thursday, March 13, 2025 11:11:03 AM
Attachments: W-9 Blank.pdf

Good Morning Mrs. Henderlight, here is a grant received. Let me know the next steps. Thank you!
MR. DAVE

Vincent J. Dave Jr. M. Ed.
Gresham Middle School
6th - 8th STEM/ Computer Science | Mr. Dave STEM Webpage
-"If you can't fly then run, if you can't run then walk, if you can't walk then crawl, but whatever you do you have to keep moving forward."
-Martin Luther King Jr.

From: Education <Education@afa.org>
Sent: Tuesday, March 4, 2025 2:30 PM
Subject: AFA Educator Grants

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Congratulations!

It is with pleasure that the Air & Space Forces Association (AFA), along with the support of our Aerospace Education Platinum Sponsor Rolls-Royce, provides your class with an Educator Grant in the amount of $599.00. Together we can provide educational opportunities for America's youth. We applaud your efforts to ensure future generations of Americans appreciate the important role of STEM education in America's future.

You will receive your awards package in the coming weeks. The package will be addressed to your school in care of your principal as provided in your application. If any of that information has changed since then, please let me know.

Please also take a moment to return your school or organization's W-9 form to AFA. A blank version is attached if needed. AFA is required to collect this form from grant recipients and **will not be able to release your check until we receive this form**. Please be sure to fill out on behalf of your organization and not for yourself personally.

Let us know how this grant helps you! The After Action Report can be found at https://app.smarterselect.com/programs/72727-Air--Space-Forces-Association. This form should be completed after you execute your project, so we will send out a reminder email later on. Your input is critical to ensuring that this program remains funded in future years, so

please be sure to submit by August 30.

Again, congratulations and we wish you well through the remainder of the school year!

Kind regards,

Joe Peel
Manager, Scholarships & Grants
Air & Space Forces Association
www.afa.org/educate

Educator Grants

PROGRAM DEADLINE : December 15, 2024 at 11:59 PM(Midnight)

Applicant Information

Name:	Vincent Dave Jr.
Email:	vincent.dave@knoxschools.org
App ID:	04908700
Status:	Submitted
Cycle:	2025 Grants
Last Modified:	Dec 15 2024 01:37 EST by vincent.dave@knoxschools.org
Last IP Address:	34.120.172.148

Educator Grant Application

Educator Grant Application

Applicant Name	Vincent Dave Jr.
Preferred Email	vincent.dave@knoxschools.org
Phone Number	865-406-1617
Grade Level(s)	6th-8th
Supervisor/Principal Name	Melissa Glover
Supervisor/Principal Preferred Email	melissa.glover@knoxschools.org
Supervisor/Principal Phone Number	865-310-4797
School Name	Gresham Middle School
School Street Address	500 Gresham Rd.
School City	Knoxville
School State	TN
School Zip Code	37918
School Phone Number	865-689-1430
School Website and/or Social Media Link	https://www.knoxschools.org/Domain/62

Project Details

Project Title	Delivery of Disaster Relief
Subject(s)/Content Area(s) for the project focus (example: math, science, etc.)	Science, math, and geography
Grade Level(s) involved in the project	7th-8th
Expected number of students involved in the project	50
Expected number of additional educators and/or students impacted by the project (if applicable)	20
Project Summary. Provide a brief overview of the project, including the importance of the project and how it relates to and will impact/enhance your curriculum.	

Project Overview:
This project aims to teach students about the use of UAVs (unmanned aerial vehicles) during and after natural disasters. Allowing students to learn and participate in this project provides them with knowledge of the many uses UAVs have when authorized.

Importance of this project:
Recently, Hurricane Helene was declared a disaster across parts of Tennessee and neighboring states. Many roadways were washed away, limiting access to first responders. Requiring them to use UAVs, more specifically drones, to access these areas. These UAVs (drones) not only gave first responders and the general public access to see the devastation. They also were able to use drones to transport and deliver items to the citizens in distress who needed it.

Students will simulate this by using the UAVs (drones) to perform this task using legos and/or candy as the items being delivered. Utilizing the school track or field, the drones will positioned at one location to deliver another.

Relation to curriculum:
UAVs are a part of the aerospace engineering and aeronautics in our school's STEM curriculum. The school owns several outdated drones that can be used to assist in the explanation of the curriculum.

Impact/Enhance curriculum:
The project will provide students the opportunity to research a disaster they have a real-time connection to. They can then learn how assistance was provided to the affected people. This is followed by students using UAVs (drones) to simulate a delivery/transport of needed materials/supplies. In turn, this increases the learning opportunity that some may view as a possible career choice.

Proposed Timeline/Implementation. Provide a bulleted timeline that includes the time of year as well as length of the project AND how it will be implemented.

Timeline: Spring 2025

January - Introduce content and material - Time: 1 week

- Vocabulary - Time: 1 week
- Career research - Aerospace Engineer / Aeronautics - Time: 2 weeks

February - Research on Natural Disasters - Time: 2 weeks

- Research Hurricane Helene disaster (Tennessee) Time: 2 weeks

March - How to operate UAVs (drone)- Time: 1.5 weeks

- Plan drone flight route (lift-off, delivery, return flight)- Time: 1.5 weeks
- List Items to be transported - Time: 3-5 days

April - Test flight with UAVs (drones) performed outside. Time: 2-3 days

- Project flight: Drones will be used to complete the project. Time:2-3 days
- Reflection of Delivery of Disaster Relief project. Time: 1-2 days

Project complete.

Student and/or Educator Impact or Expected Outcome/Evaluation Method. Explain the significance of the project and the expected impact, achievements, or outcome AND the evaluation method used to measure student achievement.

Student and/or Educator Impact:
Student- Students will have a new understanding of helping others while acknowledging learning being a huge component. They will also learn another use of UAVs (drones) when it comes to first responders. Not to mention, will have recognition of careers in aerospace engineering and aeronautics with an understanding of them.

Educator- Providing students with ways to help others while still learning. Sense of success with students completing projects. Seeing how students can connect learning to real-world happenings they can relate to. Allowing students to truly care for the subject they are studying. The opportunity for students to work together helps build trust with classmates which makes instruction easier.

Significance of the project:

For students to work together amid a simulated disaster to provide assistance using UAVs in a successful manner. The Hurricane Helene disaster is the foundation on which the project will be built. Many students have a connection to this disaster, allowing this project to matter more than others might.

Achievement:
Completion of the project successfully along with the activities connected to it. This includes students being fully transparent through each and every step.

Evaluation:
Students will be evaluated based on their effort, completion of connected activities, and successful flight of drones with items to be delivered to a set location.

Project Sustainability. Is this a one-time project or can it be replicated, adapted, or expanded in the future? If it can be replicated, explain how.

This project can be adapted. How is through student-led creation of the flight routes, items being delivered, and distances at which flights are made. Can also adapt by changing the area the drones are flown in while completing the task at hand.

Additional Information for the Grants Committee. Include any other sources of financial support, other grants received, school/district demographics, connections to other projects, etc.

No other financial support or grants received are to be reported.

Project Budget

List materials, equipment cost, etc. needed to implement your project in the form of an itemized list with a total expense for all requested materials. You may instead upload an Excel spreadsheet or Google Sheet in this section. It is helpful to include the direct website links to the requested supplies.

2 Individual CoDrone kits
2 CoDrone EDU
2 Smart Controller (2x AA batteries not included)
4 rechargeable batteries1 two-battery charger1 micro USB cable1 propeller removal tool
2 set of extra propellers (2 clockwise, 2 counter-clockwise)
2 screw drivers, extra screws, and bolts
2 Quickstart Guide
2 sets of drone and controller labels
16 color landing pads
CoDrone EDU Power Pack
CoDrone EDU Set of 4 Motors
CoDrone EDU frame
Total Cost: $504.98

Website:
https://www.robolink.com/products/codrone-edu?srsltid=AfmBOopo_z5pFzQlkE3s3II1x-PsYKPPnAU3TCZ3TGEqFkUf0mu8ot-R

Optional: You may upload an Excel spreadsheet or Google Sheet here.

Project Feedback Commitment

If selected, I commit to providing the required feedback survey that will be provided. Recipients who do not submit their feedback form will be ineligible for future AFA grants.	I agree to provide the required feedback survey.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 8th day of May, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-219

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

RLA-17109 **R-25-5-213**

COMMISSION

Meeting Date: 05/19/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with USI Consulting Group for the provision of 403b Third-Party Administrative Services for the term of July 1, 2025 through June 30, 2030, which may be extended for five (5) additional years. **(DEFERRED FROM APRIL AT REQUEST OF SPONSOR)** *(previously Deferred from March to April at Request of Sponsor)*

(Schools)

Attachments

Resolution

Contract

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH USI CONSULTING GROUP FOR THE PROVISION OF 403b THIRD-PARTY ADMINISTRATIVE SERVICES FOR THE TERM OF JULY 1, 2025 THROUGH JUNE 30, 2030, WHICH MAY BE EXTENDED FOR FIVE (5) ADDITIONAL YEARS.

RESOLUTION: R-25-5-213

REQUESTED BY: SCHOOLS

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County Schools desires to have a contractor provide 403b Third-Party Administrative Services; and

WHEREAS, the Knox County Procurement Division issued a Request for Qualifications for the purpose of finding a qualified contractor to provide the 403b Third-Party Administrative Services; and

WHEREAS, the response of USI Consulting Group to the Request for Qualifications was determined to be the most responsible and responsive submittal meeting specifications accepted by Knox County and the Knox County Schools; and

WHEREAS, the proposed contract with USI Consulting Group is effective for a term beginning on July 1, 2025 and ending on June 30, 2030 and may be extended for five (5) additional years, one (1) year at a time, which may result in a total of ten (10) years; and

WHEREAS, the Knox County Board of Education approved the agreement with USI Consulting Group at its regularly scheduled meeting on May 8, 2025.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contract with USI Consulting Group for the provision of 403b Third-Party Administrative Services is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contract with USI Consulting Group for the provision of 403b Third-Party Administrative Services shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Knox County Tennessee

and

USI Consulting Group

This Contract made and entered into between Knox County, Tennessee, hereinafter referred to as the "County" and USI Consulting Group, hereinafter referred to as "Contractor".

Whereas, the County requested qualifications for 403b Third Party Administrative Services for Knox County Government (Request for Qualifications #3608) and;

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Qualifications. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects to be governed by the Request for Qualifications covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Term of this Contract. This Contract commences on the 1st day of July 2025 and ends the 30th day of June 2030 unless terminated in conformity with the terms of this Contract as contained in paragraphs 5 and 6. Upon the mutual agreement of the Contractor and the County, the award may be extended for five (5) additional years, one (1) year at a time. This may result in a total of ten (10) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

2. Payment. The County shall pay Contractor the amounts as agreed upon in the County's Request for Qualifications for the 403b Third Party Administrative Services per the Contractor's response to Request for Qualifications #3608 and the negotiated cost; pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County.

3. Amendments. Any and all amendments to the Contract shall be reviewed by the Knox County Procurement Division. The County and Contractor must mutually agree to any changes to the agreed upon fees as set out in the Contractor's response.

4. Invoicing and reporting requirements. Contractor shall invoice the County for the 403b Third Party Administrative Services pursuant to Request for Qualifications #3608.

5. Termination. The County may terminate this Contract with or without cause upon written notice of not less than thirty (30) days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior written permission of the County.

Should the Contractor fail to provide the 403b Third Party Administrative Services detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within the time frame established by the County. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least ninety (90) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

6. Appropriations. In the event no funds are appropriated by the County for these services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

7. Independent contractor. Contractor acknowledges that Contractor, its agents and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability, except as set forth in this Contract.

8. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Corporate Gym Memberships, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

9. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

10. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

11. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

12. Right to inspect. The County reserves the right to make periodic inspections of the manner and means the services are performed.

13. Nondiscrimination statement. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

14. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

15. Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

16. Delivery. Contractor shall render the Services for the County in accordance with the terms of the Contract and the Contractor's Proposal.

17. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

18. Limitations of liability. In no event shall the County or Contractor be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if advised of the possibility of such damages. The total aggregate liability of Contractor, regardless of whether such liability is based on contract, tort, strict liability, breach of warranty, or otherwise, in connection with the performance of the services or otherwise under this Contract, shall be limited to the fees actually received by the Contractor in respect of the services provided hereunder. Contractor shall be solely responsible for all of the liabilities and obligations under this Contract, whether or not performed in whole or in part by the Contractor, any affiliate of the Contractor, any other Contractor Firm, or any subcontractor. The County shall have no recourse, and shall bring no claim, against any Contractor Firm other than the Contractor, or against subcontractors, members, shareholders, directors, officers, managers, partners, agents, representatives, or employees of any Contractor Firm (or any of their respective successors or permitted assigns) with respect to the services or otherwise under this Contract.

19. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Qualifications #3608 and Addendum I
B. Addendum
C. Contractor's Response to Request for Qualifications #3608 and Addendum I
D. Fees and Expenses

It is agreed that this Contract represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original as of the latest day and year written below.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 20____, as reflected in its minutes, and certified by its Chairperson.

_____
BOARD CHAIR – Signature

Date: _____

_____
BOARD CHAIR

Knox County, Tennessee

by: _____

Glenn Jacobs
Knox County Mayor

Date: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

USI Consulting Group

by: _____

Name: _____

Title: _____

Date : _____

_____Date

Addendum

USI Consulting Group's response will be amended as follows and incorporated into the Contract.

A. Vendors who are currently servicing Knox County Schools' employees with 403(b) services shall be allowed to continue with their current clients only, as of April 30, 2025 and the servicing shall include payroll deductions. Current Vendors are ValuTeachers and Corebridge.

B. Employees who are currently clients of ValuTeachers and Corebridge shall have the opportunity to move/transfer their 403(b) accounts to USICG, but clients of USICG shall not have the opportunity to move/transfer their 403(b) accounts to other providers, including clients who chose to transfer accounts to USICG.

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

ADDENDUM I
REQUEST FOR QUALIFICATIONS 3608
403b THIRD PARTY ADMINISTRATIVE SERVICES

ADDENDUM DATE: November 22, 2021

BUYER: Jay Garrison, CPPO, CPPB

ORIGINAL CLOSING DATE: December 22, 2021 at 2:00 PM

THE FOLLOWING IS FOR CLARIFICATION:

QUESTION 1: Is KCS specifically seeking a service provider that will assume fiduciary liability?

ANSWER 1: KCS is seeking a service provider that will share in the fiduciary liability.

QUESTION 2: Would KCS prefer that service provider's role as a fiduciary include administrative services, such as plan design, management, administration, compliance (e.g., ERISA 3(21) fiduciary)?

ANSWER 2: KCS has no preference.

QUESTION 3: Would KCS prefer that service provider's role as a fiduciary include investment advisory services only (e.g., ERISA 3(21) fiduciary)?

ANSWER 3: KCS would be open to this but would prefer that it encapsules all administrative services including but not limited to investment advisory services.

QUESTION 4: Or would KCS further prefer that service provider's role as a fiduciary include delegated decision authority for service provider to manage the plan's investment option line up as well (e.g., ERISA 3(38) fiduciary)?

ANSWER 4: This would be KCS's preference.

QUESTION 5: How frequently would KCS Executive Director of HR, Director of Employee Benefits or Designee desire to regularly engage with representatives from service provider? Would KCS Executive Director of HR, Director of Employee Benefits or Designee prefer in-person meetings?

ANSWER 5: KCS would prefer quarterly meetings, and these meetings can be virtual if necessary.

QUESTION 6: How is the plan administration and asset reconciliation currently handled with multiple providers?

ANSWER 6: This is currently handled internally with KCS.

QUESTION 7: Will the selected provider be responsible for administration and reconciliation on just newly contributed assets or current/existing assets?

ANSWER 7: The preference would be on all existing, but this can be negotiated.

QUESTION 8: What are the plan's total assets? Are any of the assets mappable day 1?

ANSWER 8: This information is not available.

QUESTION 9: Is there a desired number of onsite education days per year?

ANSWER 9: KCS does not have a number in mind, but KCS would like as many as possible.

QUESTION 10: Please provide a breakdown of the current value of plan assets by investment option by vendor offered under the plan(s). Please include ticker symbols where applicable. Please provide C□SIPS for any collective trust funds.

ANSWER 10: This information is not available.

QUESTION 11: What are the transfer restrictions, if any, for the assets in the Fixed □ccount/Stable Value Funds in the investment lineups□

ANSWER 11: This information is not available.

QUESTION 12□ Please provide the historical performance and the current credited rate for the stability of principal investment option currently offered under the plan. Please indicate if the credited rate is net of fees.

ANSWER 12: This information is not available.

QUESTION 13: □re managed account services currently available under the plans□ If yes, please provide the following□

- The identity of the current advice provider (e.g., Financial Engines, Morningstar, etc.)
- The number of participants enrolled in service
- The amount of assets under the service.

ANSWER 13: This information is not available.

QUESTION 14: Please provide the total number of new loans processed in the previous year □□□3.

ANSWER 14: This information is not available.

QUESTION 15: Please provide a breakdown of the number of participant accounts with a balance by active vs. inactive accounts.

ANSWER 15: This information is not available.

QUESTION 16: How are you currently handling the data aggregation among the vendors current and frozen□

ANSWER 16: When former or current employees re□uest access to the funds by way of a distribution, loan, or in□service transfer, the current plan administrator determines the availability of the funds and certifies.

End of addendum.

Jay Garrison, CPPO, CPPB
Procurement Coordinator

The Procurement Division of Knox County, Tennessee will receive sealed qualifications for the provision of **403b Third-Party Administrative Services**, as specified herein. Submittals must be received by **2:00 p.m.** on **December 11, 2024**. Late submittals will be neither considered nor returned.

Please Deliver Qualifications to:
RFQ Number 3608
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

The Submittal Envelope must show the Company Name, RFQ Number, Respondent's Name and RFQ Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Jay Garrison, CPPO, CPPB, Procurement Coordinator, at 865.215.5767 or emailed to jay.garrison@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance Information about the Knox County Procurement Division and current bids may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Respondents shall hold all pricing and percentages proposed firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the RFQ closing, unless otherwise indicated in their submittal.

1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Qualifications (RFQ).

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, you can file a report online by accessing http://www.knoxcounty.org/hotline/index.php. **Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**

1.5 **AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications, and which presents the product and/or service that is in the best interest of Knox County. Knox County also reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering. Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, CPPB
Administrator of Business Outreach
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.7 **CONFLICT OF INTEREST:** Proposers must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation.

1.8 **COPIES:** Knox County requires that proposals submitted by hand be submitted with one (1) marked original and one (1) exact copy. Proposers must submit with their written response an exact electronic version of their proposal in electronic format. **Knox County requests this electronic copy version be in one (1) complete file.**

1.9 **DECLARATIVE STATEMENT:** Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and proposers **must** comply with the condition. Failure to comply with any such condition will result in their proposal being non-responsive and disqualified.

1.10 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this proposal, the Knox County Procurement Division will **NOT** accept electronically transmitted proposals through the County's On-Line Procurement System. Email and facsimile submission are strictly prohibited.

1.11 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations, we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.12 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.

1.13 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.

1.14 **NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.15 **PAYMENT:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as form of payment. Proposers are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

1.16 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers must, upon request, furnish satisfactory evidence of their ability to fulfill all obligations of the contract in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the proposer's ability.

1.19 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for proposals delivered to addresses other than the delivery address specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

1.20 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:

1.20.1 Be submitted on recycled paper
1.20.2 Not include pages of unnecessary advertising

1.21 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Procurement Division by **November 15, 2024 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.

1.22 **SIGNING OF PROPOSALS: In order to be considered, all proposals must be signed. Please sign the original in blue ink.** By signing the proposal document, the proposer acknowledges and accepts the term and conditions stated in the document.

1.23 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.24 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"-"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.25 **UNFORSEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **USE OF PROPOSAL FORMS:** Vendors are to complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the goods or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the closing of this proposal, ***ALL PROPOSERS*** must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/procurement and click on "Online Vendor Registration." Vendors must be registered with the Procurement Division *prior* to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished, if requested.

Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.9 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 **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 party 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 Tennessee Code Annotated § 12-12-106.

2.14 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.15 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party 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 currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Qualifications, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to, rejection of goods, rescission, right offset-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 **TERMINATION:** Notwithstanding any other provision of this Contract to the contrary, County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) business days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of County.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one hundred twenty (120) business day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

2.23 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this solicitation is to identify a partner who can provide comprehensive administrative and investment advisory services while maintaining open, timely, and consistent communication with the Knox County Schools (KCS) Executive Director of Human Resources, Director of Employee Benefits, and the Employee Benefits Department in an environment that employs disciplined, efficient, and controlled routines. As context requires, companies submitting responses to this RFQ may be referred to as "Firm" or "Contractor".

3.2 **ADDITIONS/DELETIONS:** Knox County and KCS reserves the right to add goods/services or delete goods/services that have become obsolete in demand.

3.3 **AWARD STATUS:** KCS intends to enter into an initial five (5) year contract. Upon the mutual agreement of the Contractor and KCS the agreement may be extended for five (5) additional years, one (1) year at a time. This may result in a total term, as extended, of ten (10) years. The renewal option is at the discretion of KCS. Should KCS desire not to renew, no reason needs to be given. KCS also reserves the right to terminate the agreement with thirty (30) days written notice. KCS reserves the right to purchase these items/services from other sources if the need arises. KCS reserves the right to revoke the award if a pattern of unavailability arises with the vendor(s).

3.4 **CHANGES AFTER AWARD:** It is possible that after award, KCS might change its needs or requirements. KCS reserves the right to add/delete departments and/or services as necessary for the complete and successful operation of Third Party Administrative Services for KCS. Additional departments and locations may be added only after written authorization is given by Knox County Procurement. KCS reserves the right to make such changes after consultation with the vendor(s). Should additional reasonable costs arise, KCS reserves the right to consider accepting these charges provided the firm(s) can document the increased costs. KCS also reserves the right to accept proposed service changes from the firm if they will lower the cost to KCS and/or provide improved service.

3.5 **CONTRACT EXECUTION:** The award of this RFQ will result in a Contract between KCS and the successful vendor(s). The Contract must be voted on by the Knox County Board of Education and receive a majority vote. The successful Vendor(s) may be required to be present at the full Board meeting to answer questions relating to the services performed. Adequate notification will be given by Knox County Procurement Division if the Vendor(s) will need to attend meeting(s).

3.6 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the KCS account be handled efficiently and professionally. KCS should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the KCS account, the Contractor shall formally introduce the new contacts to KCS personnel. These contacts must be knowledgeable of the KCS's account to avoid any interruption of service.

3.7 **EVALUATION CRITERIA:** This RFQ will be evaluated using the following criteria:

Organizational Qualification/Expérience (Response to TAB III and Exhibit A)	**20 Points**
Personnel (Response to TAB IV and Exhibit B)	**20 Points**
Clients (Response to TAB V and Exhibit C)	**15 Points**
Consulting Services (Response to TAB VI and Exhibit D)	**10 Points**
Investment Advisory Services (Response to TAB VII and Exhibit E)	**15 Points**
Record Keeping and Administration Services (Response to TAB VIII and Exhibit F)	**10 Points**
Participant Services (Response to TAB IX and Exhibit G)	**5 Points**
References	**5 Points**

Knox County may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted responsive and responsible respondents. Each evaluator will have the ability to award up to 100 points, based on the Evaluation Criteria, per submission.

3.8 **EVALUATION REVIEW:** KCS reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFQ process) that might affect the KCS's judgment as to the appropriateness of an award to the best evaluated respondent. This information may be appended to the response evaluation process results. Information on a service provider from reliable sources, and not within the service provider's submittal, may also be noted and made part of the evaluation file.

KCS shall have sole responsibility for determining a reliable source. KCS reserves the right to conduct written and/or oral discussions/interviews after the RFQ closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award which is in the best interest of the KCS.

3.9 **EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions in their submittal. A failure to indicate any exception(s) shall be interpreted as the Vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Section V, Tab XIII of the submittal.

Do not strike through or in any other way alter the RFQ. Exceptions listed within other sections of the submittal shall not be reviewed or considered.

3.10 **FINANCIALS:** Upon request, respondents **must** provide a copy (audited and signed by a certified financial institution) of their financial report for the past three (3) years to the appropriate Knox County Procurement Officials.

3.11 **INTERPRETATION:** No oral interpretation will be made to any vendor regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.

3.12 **NEGOTIATION:** KCS may select a successful respondent on the basis of initial responses received without discussions. KCS reserves the right to enter into Contract negotiations with the highest-rated respondent. These negotiations will include, but not be limited to, cost of the service to be provided and any additional terms and conditions. If KCS and the selected firm cannot negotiate a successful agreement, KCS may terminate said negotiations and begin negotiations with the next highest-rated respondent. This process will continue until a Contract has been executed or all respondents have been rejected. No respondent shall have any rights against Knox County/KCS arising from such negotiations.

3.13 **NEWS RELEASES BY VENDORS:** As a matter of policy, County/KCS does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of KCS.

3.14 **OFFER WITHDRAWAL:** No response can be withdrawn after it is filed unless the offeror makes a request in writing to the Knox County Procurement Division **prior** to the time set for the closing of RFQ or unless the County/KCS fails to accept within 90 days after the date fixed for closing the Request for Qualifications.

3.15 **OPEN RECORDS ACT:** Knox County and KCS are subject to the Tennessee Open Records Act, Tenn. Code Ann. § 10-7-503 et seq. Respondents are cautioned that all documents submitted on behalf of this Request for RFQ shall be open to the public for viewing and inspection and Knox County/KCS will comply with all legitimate requests. If a proposer cites confidentiality for any section of their response, the Proposer must state the Exemption from Tennessee Code Annotated T.C.A.) along with the Chapter Number(s). Failure to state the T.C.A. Chapter will nullify any confidentiality request.

3.16 **ORAL PRESENTATIONS/INTERVIEWS:** KCS may require respondents to give oral presentations/interviews in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. KCS reserves the right to request oral presentations and/or interviews during the initial evaluation phase. KCS also reserves the right to complete the initial evaluation phase and then request oral presentations and/or interviews from all proposers or the highest rated proposers. In this case, the evaluations may be revised based on additional information received during presentations.

3.17 **PROHIBITION AGAINST DISSEMINATING INFORMATION:** Contractor shall not sell, disburse, disseminate or in any other way provide information to any outside party without the **expressed written consent** of KCS.

3.18 **QUALIFICATION OF FIRMS:** Each respondent may be required, before the award of any contract, to show to the complete satisfaction of the Procurement Director and/or KCS that it has the necessary facilities, ability, and financial resources to furnish the service specified herein in a satisfactory manner, and the respondent may also be required to show past history and references which will enable the Procurement Director and/or KCS to be

satisfied as to the respondent's qualifications. Failure to qualify according to the foregoing requirements will justify rejection.

3.19 **QUALIFICATIONS CONTENT:** The firm's response must thoroughly expound on the firm's understanding of how the proposed services will meet KCS's needs. The response must also contain an explanation of the implementation plan and the firm's ongoing commitment to service.

3.20 **QUALIFICATIONS EVALUATION:** In evaluating the responses, KCS reserves the right to use any or all of the ideas from the responses submitted without limitation and to accept any part or all, of the successful response in selecting an operation which is judged to be in the best interest of the KCS. All material submitted becomes the property of KCS.

3.21 **QUALIFICATIONS FORMAT:** This solicitation is in the Request for Qualifications (RFQ) format. At the specified date and time, each respondent's name will be publicly read aloud. No further information will be given at that time. Evaluation of the responses will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

3.22 **REFERENCES:** Proposers must submit a list of three (3) references with which you have performed this type of service within the past three (3) years. References must be submitted on the attached Reference Form. Failure to provide references on the attached form will be considered during the evaluation process and may result in the references not being accepted and/or scored during the evaluation process. Show the name of the agency or institution, person to contact, their current telephone number, current e-mail address and the nature and size of the contract. Do not list any Knox County/KCS departments as a reference.

3.23 **REJECTION OF SUBMITTALS:** Knox County/KCS reserves the right to reject any and all submittals received as result of this request and to waive any informality, technical defect or clerical error in any response, as the interests of the County/KCS may require. Non-acceptance of any responses will be devoid of any criticism of the response and of any implication that the response is deficient in any manner. Non-acceptance of any response shall be construed as meaning simply that the County/KCS does not deem the response to be acceptable or that another response was deemed to be more advantageous to KCS for the particular services proposed.

3.24 **RESPONDENT OBLIGATION:** Respondent(s) shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this RFQ. The failure or omission of a respondent to become acquainted with existing conditions shall in no way relieve the respondent of any obligations with respect to this RFQ or to the Contract.

3.25 **SUBMIT QUESTIONS:** Prospective firms may submit questions concerning this solicitation until **4:30 p.m. local time on November 15, 2024**. Submit questions as noted in Section 1.1. Questions received after this date and time will not be answered.

SECTION IV SCOPE OF SERVICES

4.1 **SCOPE OF WORK:** Knox County Schools is releasing this RFQ to solicit firms interested in performing the third-party administrative services and providing the funding vehicle listed in the **Scope of Services Addendum** attached hereto for its 403b plan. The awarded respondent will receive all new contributions to vendors' funding vehicles under the current salary deferral elections with the option of allowing an in-service transfer of participants account balance into the funding vehicle upon establishing an individual account.

4.2 **DESCRIPTION OF PLANS:** The following is meant to give an overview of the Plan. All information is based on information as of 9/18/2024. KCS previously had ten vendors under the voluntary deductions' clause in the Board of Education Administrative Procedure AP-D-190. Currently, there are only 2 vendors due to lack of participation and failure to maintain at least 50 participants.

403b Optional

Asset Plan

- The 403(b) plan was established by the board of education on 11/5/2008
- Employee manages investments based on line-up selected on advice of investment advisor
- Quarterly statements and online account access
- Employee contributions always 100% vested
- Loans permitted

Total 2024 Contributions as of September 2024	$4,544,203
Active Participants	1,726

SECTION V QUALIFICATIONS FORMAT RFQ 3608

403b THIRD-PARTY ADMINISTRATIVE SERVICES

RFQ INFORMATION: The following guidelines shall be followed when responding to the Request for Qualifications. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the respondents. Knox County/KCS reserves the right to reject any responses for failure to comply with the requested response specifications. Knox County/KCS reserves the right to amend the Request for Qualifications by addendum prior to the final date of qualifications submission.

- Responses must be submitted in a three-ring binder containing sections separated by tabs. **Do not submit spiral bound or glued binders.**
- Please submit one (1) marked original and one (1) exact copy of both your response to this RFQ as well as a separate envelope for Fees and Expenses. Respondents must also submit one (1) digital copy on a Flash Drive. The electronic copy of your response shall be in one complete file with the Fees and Expenses omitted from the appropriate Tab. Do not include multiple folders on the electronic copy. Respondents must also include a separate single file for the Fees and Expenses on the flash drive.
- Page numbers should be placed on the bottom center of pages.

RESPONDENTS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.
Each response must address all questions/statements listed in each tab completely.

TAB I: COVER LETTER

One-page cover letter to include a summary of respondent's ability to provide the services specified in the Request for Qualifications and a ***signed*** statement authorizing your submission of the response.

TAB II FIRM INFORMATION

- Table of Contents
- Vendor Information
- Company Name
- Address
- Contact Person Phone Number
- Contact Person and e-mail address
- Knox County Vendor Number
- State License (if applicable)
- Knox County Business License (if applicable). State N/A if not applicable.
- EIN Number

TAB III ORGANIZATIONAL QUALIFICATIONS/EXPERIENCE

- Provide a completed Exhibit A, Organizational Questionnaire and any materials requested within the questionnaire.

TAB IV PERSONNEL

- Provide a completed Exhibit B, Personnel Questionnaire and any materials requested within the questionnaire.
- Provide a summary detailing the strengths of the Firm's personnel in regard to relevant experience and qualifications.

TAB V CLIENTS

- Provide a completed Exhibit C, Client Questionnaire and any materials requested within the questionnaire.
- Provide a summary listing a similar client and/or scope of work that the Firm has successfully provided administrative services for and detail how the success of such projects would translate to success for KCS.

TAB VI CONSULTING SERVICES

- Provide a completed Exhibit D, Consulting Services Questionnaire and any materials requested within the questionnaire.

- Provide a summary clearly describing the Firm's consulting services and describe how the Firm is unique and/or desirable.

TAB VII **INVESTMENT ADVISORY SERVICES**

- Provide a completed Exhibit E, Investment Advisory Services Questionnaire and any materials requested within the questionnaire.
- Provide a summary describing the Firm's investment advisory services and describe how decisions relating to recommendations are made.

TAB VIII **RECORDKEEPING & ADMINISTRATION SERVICES**

- Provide a completed Exhibit F, Recordkeeping and Administration Services Questionnaire and any materials requested within the questionnaire.
- Provide a summary clearly describing the Respondent's recordkeeping and administration services and describe how the Firm is better compared to other companies who perform the same services.

TAB IX **PARTICIPANT SERVICES**

- Provide a completed Exhibit G, Participant Services Questionnaire and any materials requested within the questionnaire.
- Provide a summary of the Firm's participant services and describe how the Firm handles daily interaction with the participants in the plans.

TAB X: **ATTACHMENTS**

- Iran Divestment Act/No Boycott of Israel
- References

TAB XII: **ACKNOWLEDGEMENT OF ADDENDA RECEIVED**

TAB XIII: **ANY OTHER INFORMATION THAT WOULD ADD VALUE**

TAB XIV: **EXCEPTIONS**

Respondents are to include any and all exceptions taken to this solicitation under this Tab. Do not mark through or otherwise alter the language of this RFQ in your response.

Failure to include any of the above may result in the response being disqualified.

EXHIBIT A - ORGANIZATIONAL QUESTIONNAIRE

1. Provide the Respondent's name, headquarters' address, name of contact person, title, phone number, and email address. If the company has a website, please provide the URL.

2. Where is the physical office located that will serve as KCS's primary contact?

3. How many years has the Firm been in business? How many years has the Firm provided third party administrative services, including investment advice, for government entities specifically? How many years has the Firm been active in the defined contribution business?

4. Provide a brief history of the Respondent.

5. Describe the ownership structure of the Respondent.

6. Describe the succession plan the Firm has in place.

7. Does the Firm have any relationships with other firms? Would any services provided to KCS be sub-contracted out? If so, please list the services and subcontractors.

8. Is the Firm regulated by the State of Tennessee, FINRA, and/or the SEC?

9. Is the Firm registered as an investment adviser under the federal Investment Advisers Act of 1940 or exempt from registration? If registered, when was the Firm first so registered? Please provide a copy of your most recent Form ADV, Parts I & II, if applicable.

10. Describe the Firm's errors and omissions insurance and investment advisor professional liability coverage.

11. Describe the procedures in place that would mitigate potential conflicts of interest.

12. Has the Firm been involved in any regulatory actions or litigation in the past five (5) years? Has any member of the firm been fined, disciplined and/or suspended by the SEC, the NASD or any regulatory agency? If yes, please explain.

13. Describe any past or pending litigation relating to the services associated with retirement plans.

14. Does the Firm have a business continuation and disaster recovery plan? Please describe.

15. What are the Firms cyber security polices?

16. What objectives or key performance indicators does the Firm set with respect to serving clients?

17. What is considered to be the greatest asset to the company?

EXHIBIT B - PERSONNEL QUESTIONNAIRE

1. How many employees does the Firm have and how many would be assigned to KCS?

2. Provide a biography and/or resume of the key personnel who will be responsible for servicing this account, their office location and contact information. Describe any specializations they have.

3. Do any members of the team have ownership in the organization?

4. List the turnover in key personnel that has occurred during the past five (5) years. Include the length of employment and reason for departure.

5. Will KCS have a dedicated relationship manager or point of contact for inquiries, updates, and ongoing communication?

6. What is the standard response time for inquiries or concerns raised by KCS?

7. What communication channels do you offer for interacting with KCS?

8. Describe the Firm's compliance department or function and its role in servicing KCS.

EXHIBIT C - CLIENTS QUESTIONNAIRE

Number of Current Clients for Entire Company

	Govts in TN	Govts outside of TN	Non-Govts in TN	Non-Govts outside TN	Total Clients
Administrative Services + Investment Advice					

Number of Current Clients for Location who will service KCS

	Govts in TN	Govts outside of TN	Non-Govts in TN	Non-Govts outside TN	Total Clients
Administrative Services + Investment Advice					

1. Describe any unique expertise the Firm has with respect to governmental, non-ERISA, defined contribution retirement plan consulting.

2. Describe the organization's commitment to quality and the philosophy/approach to client services.

3. Describe the procedures for monitoring (a) client satisfaction and (b) participant satisfaction.

4. How often do consultants meet with clients?

5. How would the Firm handle communication with KCS regarding its account if the Firm's account manager or other members of the designated team were to change?

6. Describe the efforts made to keep all members of the Firm's staff current with and informed of developments related to plan governance and practices.

7. Describe the range of plan sizes for clients managed by the office that would service KCS Plans.

8. What are the assets under management of the Firm as of September 30, 2024?

9. What are the assets under management of the office that would service our plan as of September 30, 2024?

10. Please list the types of retirement plans that are currently being serviced.

11. How many retirement plans are managed within the Firm?

12. How many retirement plans does the office that would service our plan manage?

13. How many of those retirement plans are in the state of Tennessee?

EXHIBIT D - CONSULTING SERVICES QUESTIONNAIRE

1. Outline the full range of consulting services provided by the Firm, and the frequency with which they are generally provided.

2. Does the Firm intend to act as a fiduciary for the Plans and/or participants? In what capacity?

3. Does the Firm offer board, committee and/or staff training, education, and support? Please describe.

4. Discuss the investment menu recommendation process, including the overall philosophy, determination of investment objectives and risk tolerance, selection of asset classes and styles, and evaluation of the appropriateness/effectiveness of the Plans' current strategy.

5. Discuss the investment manager recommendation and selection process, including the overall philosophy, manager research process and the determination of search-specific criteria.

6. Will the proposed investment lineup utilize an open architecture approach? Please describe any restrictions, conditions or limitations on investment recommendations.

7. Describe any proprietary investment products included in your response lineup, if applicable.

8. How do you ensure that the investment options within your proposed lineup are diversified and well-aligned with the varying risk tolerances and investment goals of plan participants?

9. Discuss how the portfolio is monitored on an ongoing basis and what would trigger a recommendation for an asset allocation or manager change.

10. Can the Firm meet KCS's quarterly and annual reporting requirements? Are the reports customizable to accommodate the Plans' information needs? Please describe.

11. Describe the Firm's experience helping clients through complex process such as Department of Labor audits, Internal Revenue Service audits, plan terminations, and plan de-risking strategies.

12. KCS governance requires an actuarial impact statement accompany any proposed Plans amendment. Describe the Firm's actuarial experience and how this experience would integrate with recommendations on the investment of Plans assets.

13. Include a description of how the Firm would approach the transition (if applicable) from the current Investment Consultant if your Firm were to be selected.

14. How does the Firm define and measure the success of retirement plan consulting relationships?

15. Submit samples of reports that the Firm would provide to KCS's Plans.

16. Describe the Respondent's investment selection process for Participants.

17. Describe any pending major procedural or process changes with Secure Act or Secure Act 2.0.

EXHIBIT E – INVESTMENT ADVISORY SERVICES QUESTIONNAIRE

1. Please list the full scope of investment advisory services the Firm offers for retirement plans.

2. Please describe, if any, fiduciary support that the Firm would provide.

3. If the Firm does provide fiduciary support, is it offered in-house or via a third party?

4. Please describe the Firm's investment philosophy.

5. Please identify the number and types of investment vehicles that would be available to KCS.

6. Please describe the Firm's manager research and selection process, including the utilization of quantitative or qualitative analysis.

7. Describe whether the company utilizes actively managed funds, index funds, or both.

8. How many investment manager due diligence meetings were held during the previous year?

9. Describe the process for monitoring investments, including how manager terminations are handled.

10. Does the Firm offer Committee training, education, and support? Please describe.

11. Please describe the topics that would be covered throughout the year to our Investment Committee.

12. What form of reporting is provided to clients (please provide a sample)?

13. Does the Firm assist clients to benchmark plan fees?

14. How are clients informed of new legislation?

15. Does the Firm provide any other support to help keep our Investment Committee up-to-date on industry best practices?

Please map our current funds to your proposed investment lineup.

Current Funds					Proposed Funds			
A	B	C	D	A x D	B	C	D	A x D
9/30/23 Assets	Fund	Ticker	Net Exp Ratio	Total Fund Expense	Proposed Fund	Ticker	Net Exp Ratio	Total Fund Expense
	MFS Value R6	MEIKX	0.43%	$ -				$ -
	Touchstone Large Cap Focused R6	TSRLX	0.66%	$ -				$ -
	Vanguard Institutional Index I	VINIX	0.04%	$ -				$ -
	Vanguard Total Stock Mkt Idx Adm	VTSAX	0.04%	$ -				$ -
	JPMorgan Large Cap Growth R6	JLGMX	0.44%	$ -				$ -
	JHancock Disciplined Value Mid Cap R6	JVMRX	0.75%	$ -				$ -
	Vanguard Mid Cap Index Admiral	VIMAX	0.05%	$ -				$ -
	AB Discovery Growth Z	CHCZX	0.64%	$ -				$ -
	Delaware Small Cap Value R6	DVZRX	0.70%	$ -				$ -
	PGIM Jennison Small Company R6	PJSQX	0.71%	$ -				$ -
	Dodge & Cox International Stock X	DOXFX	0.52%	$ -				$ -
	Vanguard Total Intl Stock Index	VTIAX	0.11%	$ -				$ -
	BNY Mellon International Stock Fund Y	DISYX	0.89%	$ -				$ -
	Invesco International Small-Mid Com	OSCIX	0.97%	$ -				$ -
	American Funds New Perspective R6	RNPGX	0.41%	$ -				$ -
	Goldman Sachs Emerging Markets Eq	GEMUX	1.02%	$ -				$ -
	Invesco Real Estate R6	IARFX	0.81%	$ -				$ -
	Vanguard Health Care Adm	VGHAX	0.29%	$ -				$ -
	Delaware Ivy Science and Technology	ISTNX	0.81%	$ -				$ -
	T. Rowe Price Retirement I 2020 I	TRBRX	0.37%	$ -				$ -
	T. Rowe Price Retirement I 2030 I	TRPCX	0.41%	$ -				$ -
	T. Rowe Price Retirement I 2040 I	TRPDX	0.43%	$ -				$ -
	T. Rowe Price Retirement I 2050 I	TRPMX	0.45%	$ -				$ -
	T. Rowe Price Retirement I 2060 I	TRPLX	0.46%	$ -				$ -
	Vanguard LifeStrategy Income Inv	VASIX	0.11%	$ -				$ -
	Vanguard LifeStrategy Cnsrv Gr Inv	VSCGX	0.12%	$ -				$ -
	Vanguard LifeStrategy Growth Inv	VASGX	0.14%	$ -				$ -
	JPMorgan High Yield R6	JHYUX	0.50%	$ -				$ -
	Vanguard Total Bond Market Index	VBTLX	0.05%	$ -				$ -
	MFS Total Return Bond R6	MRBKX	0.36%	$ -				$ -
	Lord Abbett Short Duration Income R6	LDLVX	0.31%	$ -				$ -
	Standard Stable Value 3		0.60%	$ -				$ -
Ultra Aggressive Portfolio								
	BNY Mellon Dynamic Value Fund Y	DRGYX	0.63%	$ -				$ -
	Goldman Sachs Large Cap Gr Insghts	GLCUX	0.54%	$ -				$ -
	Columbia Select Mid Cap Value Instl 3	CMVYX	0.73%	$ -				$ -
	Delaware Ivy Mid Cap Growth R6	IGRFX	0.79%	$ -				$ -
	Franklin Small Cap Value R6	FRCSX	0.59%	$ -				$ -
	Delaware Ivy Small Cap Growth R6	IRGFX	0.87%	$ -				$ -
	Columbia Overseas Value Inst3	COSYX	0.77%	$ -				$ -
	ClearBridge International Growth IS	LMGPX	0.70%	$ -				$ -
	Voya Multi-Manager International Sm	NAPIX	1.20%	$ -				$ -
	Invesco Developing Markets R6	ODVIX	0.84%	$ -				$ -
	Columbia Seligman Tech & Info Inst3	CCOYX	0.85%	$ -				$ -
Aggressive Portfolio								
	JHancock Disciplined Value R6	JDVWX	0.65%	$ -				$ -
	AB Large Cap Growth Z	APGZX	0.52%	$ -				$ -
	Columbia Select Mid Cap Value Instl 3	CMVYX	0.73%	$ -				$ -
	Delaware Ivy Mid Cap Growth R6	IGRFX	0.79%	$ -				$ -
	Franklin Small Cap Value R6	FRCSX	0.59%	$ -				$ -
	Delaware Ivy Small Cap Growth R6	IRGFX	0.87%	$ -				$ -
	Columbia Overseas Value Inst3	COSYX	0.77%	$ -				$ -
	ClearBridge International Growth IS	LMGPX	0.70%	$ -				$ -
	Invesco EQV Emerging Markets All Cap	GTDFX	1.01%	$ -				$ -
	GG CIT III for MetLife GAC 25554 CL 75		1.14%	$ -				$ -
Balanced Portfolio								
	Pioneer Equity Income K	PEQKX	0.66%	$ -				$ -
	AB Large Cap Growth Z	APGZX	0.52%	$ -				$ -
	JPMorgan Mid Cap Value R6	JMVYX	0.65%	$ -				$ -
	Pioneer Select Mid Cap Growth K	PSMKX	0.66%	$ -				$ -
	JPMorgan Small Cap Value R6	JSVUX	0.74%	$ -				$ -
	AB Small Cap Growth Z	QUAZX	0.76%	$ -				$ -
	Columbia Overseas Value Inst3	COSYX	0.77%	$ -				$ -
	ClearBridge International Growth IS	LMGPX	0.70%	$ -				$ -
	Voya Multi-Manager International Sm	NAPIX	1.20%	$ -				$ -
	Columbia Emerging Markets Inst3	CEKYX	1.03%	$ -				$ -
	MFS Global Real Estate R6	MGLRX	0.83%	$ -				$ -
	Delaware Ivy Global Bond Fund Class	IVBDX	0.70%	$ -				$ -
	JHancock Bond R6	JHBSX	0.35%	$ -				$ -
	Transamerica Stable Value		0.75%	$ -				$ -
Moderate Portfolio								
	BNY Mellon Dynamic Value Fund Y	DRGYX	0.63%	$ -				$ -
	JPMorgan Growth Advantage R6	JGVVX	0.55%	$ -				$ -
	MFS Mid Cap Value R6	MVCKX	0.62%	$ -				$ -
	Delaware Ivy Mid Cap Growth R6	IGRFX	0.79%	$ -				$ -
	Franklin Small Cap Value R6	FRCSX	0.59%	$ -				$ -
	Delaware Ivy Small Cap Growth R6	IRGFX	0.87%	$ -				$ -
	Columbia Overseas Value Inst3	COSYX	0.77%	$ -				$ -
	ClearBridge International Growth IS	LMGPX	0.70%	$ -				$ -
	JHancock Strategic Income Opps R6	JIPRX	0.65%	$ -				$ -
	Pioneer Bond K	PBFKX	0.33%	$ -				$ -
	Federated Hermes Capital Pres ISP		0.70%	$ -				$ -
Conservative Portfolio								
	BNY Mellon Dynamic Value Fund Y	DRGYX	0.63%	$ -				$ -
	AB Large Cap Growth Z	APGZX	0.52%	$ -				$ -
	Columbia Overseas Value Inst3	COSYX	0.77%	$ -				$ -
	ClearBridge International Growth IS	LMGPX	0.70%	$ -				$ -
	Franklin US Government Secs R6	FGORX	0.50%	$ -				$ -
	PIMCO Short-Term Instl	PTSHX	0.45%	$ -				$ -
	Diversified Stable Value		0.50%	$ -				$ -
Fixed Income Portfolio								
	Pioneer Strategic Income K	STRKX	0.59%	$ -				$ -
	Pioneer Bond K	PBFKX	0.33%	$ -				$ -
	PIMCO Short-Term Instl	PTSHX	0.45%	$ -				$ -
	Invesco Senior Floating Rate R6	OOSIX	0.71%	$ -				$ -
	Standard Stable Value 5		0.80%	$ -				$ -
$ -			Total Expense	$ -			Total Expense	$ -

If your Firm is selected, you will be asked to justify initial investment recommendations that differ from those listed above.

EXHIBIT F – RECORDKEEPING & ADMINISTRATION SERVICES QUESTIONNAIRE

1. Does the Firm offer record-keeping and plan administration in-house or would the Firm partner or subcontract with record-keeping providers?

2. If the Firm partners with record-keeping providers, what record-keeper would be proposed for our plan and why? Describe the relationship in full.

3. Describe the account services and transaction capabilities available through the participant website.

4. Does the Firm offer a mobile app? Provide a sample page of mobile app features.

5. Can participants request online distributions? Is this through the company's website or third-party?

6. How will we transmit payroll data to the company? Provide an example if needed.

7. Describe in detail how the system processes transfers/exchanges (including frequency/limitations). Are confirmations sent?

8. Can employer and employee contributions be tracked separately?

9. What checks and balances are in place to ensure transactional integrity?

10. How often are Team meetings held between the Administrative Team and the Client?

11. Describe the Firm's cybersecurity threat mitigation defenses and protocols.

12. Please describe how the Firm would approach a plan conversion from the current service provider to your Firm if selected.

EXHIBIT G - PARTICIPANT SERVICES QUESTIONNAIRE

1. Provide how participants would be able to contact the participant service team.

2. Does the Firm assist with employee enrollment? If so, please provide samples of enrollment materials.

3. Does the Firm provide participant education? How often are those provided?

4. Does the Firm provide participant savings, financial planning, investment and/or retirement advice? What kind of advice can and cannot be provided?

5. If participant advice is provided, is it in-house or via a third party? Provide list of any additional fees that apply (include in Exhibit H).

6. Describe the customization capabilities for participant level statements.

7. Please describe any capabilities the company has to customize its web or call-center.

8. Does the Firm provide any other support to participants?

9. Please describe the Firm's dedicated call center and response times.

SCOPE OF SERVICES ADDENDUM

In alignment with the overarching objectives and requirements outlined in the Request for Qualifications (RFQ), this Scope of Services Addendum provides a comprehensive overview of the specific deliverables, tasks, and responsibilities that the selected provider will be accountable for delivering.

1. Maintain accurate participant records, including demographic, salary deferral, and contribution information.
2. In accordance with the Executive Director of Human Resources, Director of Employee Benefits, and Benefits Office, to provide timely, high-quality service to Plan participants.
3. Process participant enrollment and manage contributions from employees and employers.
4. Process distribution requests, including required tax withholding, for the following: a. Hardship withdrawals
   b. Cash-outs and vested terminees
   c. Retiree lump sums and periodic payments
   d. Partial lump sums
   e. Beneficiary and survivor benefits
   f. Qualified Domestic Relations Orders (QDROs)
5. Track and apply Plan vesting schedules and requirements.
6. Generate participant statements and reports (e.g., 1099-R) as required.
7. Calculate and notify retirees and survivors of annual Required Minimum Distribution (RMD) requirements and process them in a timely manner.
8. Receive and process employee and employer contributions, loan repayments, and any other payments in accordance with Plan terms.
9. Ensure compliance with contribution limits and all applicable IRS regulations governing 403(b) plans.
10. Process and manage participant loan requests, including ongoing payments, defaults, and deemed distributions.
11. Recommend a diverse range of investment options for approval by the Investment Committee and Board.
12. Facilitate participant-directed investment changes and transfers between investment options.
13. Monitor and update investment offerings, as needed, in consultation with KCS.
14. Prepare presentation materials in advance of Investment Committee meetings for review and approval by the Executive Director of HR or Designee.
15. Conduct regular comparative analyses of investment options and associated fees.
16. Produce and distribute quarterly participant statements.
17. Coordinate with auditors, including the preparation and organization of requested Plan records.
18. Facilitate required compliance testing (e.g., 415(c) contribution limit testing).
19. Assist with maintenance and distribution of Summary Plan Descriptions (SPDs) and required notices and disclosures, including fee disclosures.
20. Monitor compliance with current and future IRS regulations applicable to 403(b) plans.
21. Provide support and research on matters pertaining to Plan design, compliance, and participant needs.
22. Offer a dedicated participant support hotline and online portal for participant inquiries and assistance.
23. Provide tools and resources for retirement planning and investment education.
24. Educate participants, both on-site and remotely, about Plan features, investment options, and retirement planning, including periodic group and individual counseling sessions.
25. Provide enrollment kits to new participants, including SPDs and investment brochures.

26. Disseminate Plan-related communications and updates to participants.
27. Maintain a secure online portal for participants to access account information and execute transactions.
28. Ensure data privacy and security in accordance with industry standards and regulations.
29. Provide regular reports to the Executive Director of HR or Designee, including participant activity, investment performance, compliance testing results, and any other relevant topics.
30. Monitor performance of non-discretionary trustee and assist in the selection or removal of trustees, as warranted and approved by KCS.
31. Disclose annually to Executive Director of HR or Designee the total fees and expenses paid to the provider, broken down by category, if applicable.
32. Maintain familiarity with KCS employee state and local retirement and other benefits, and consult on 403(b) Plan features, changes, best practices, and legislative developments.
33. Offer guidance on Plan governance, fiduciary responsibilities, and compliance matters.
34. Provide recommendations on Plan improvements and strategies to enhance participant outcomes.
35. Assist with the implementation of structural changes to the Plan.
36. Evaluate Plan modifications and issue actuarial impact letters for each proposed Plan amendment, if necessary.
37. Designate executive, management, and administrative-level points of contact for the Benefits' Office, payroll department, trustees, and other HR staff.
38. Collaborate closely with the Executive Director of HR and Director of Employee Benefits, and current administrators to ensure a smooth transition of administrative services, including the accurate transfer of participant data, investments, and historical records, if needed.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL
REQUEST FOR QUALIFICATIONS NUMBER 3608

By submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature:

(sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature:

(sign in blue ink)

Title: _____ Date: _____

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR QUALIFICATIONS NUMBER 3608

Vendor: _____

Proposers shall submit a list of three (3) projects of similar size which have been in service during the last three (3) years. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County/KCS will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not use Knox County Government or KCS as a reference.

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

Nature of Contract: _____

Services Provided: _____

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

Nature of Contract: _____

Services Provided: _____

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

Nature of Contract: _____

Services Provided: _____

Contract start date: _____ Contract end date: _____

RFQ 3608
403(b) THIRD-PARTY ADMINISTRATIVE SERVICES

Knox County Schools

December 9, 2024



Submitted by:

USI Consulting Group
Bob Cross, ASA, FCA, MAAA
President
Central and Southern Regions
900 South Gay Street
Suite 1796
Knoxville, Tennessee 37902
bob.cross@usi.com
865.719.0955

USI Consulting Group
Jennifer Reynolds, MBA, CCFO
Senior Relationship Manager
900 South Gay Street
Suite 1796
Knoxville, Tennessee 37902
jennifer.reynolds@usi.com
865.450.1910

USI Advisors, Inc.
Brett Bronkhorst, QKA®, CIMA®
Regional Senior Investment Consultant
900 South Gay Street
Suite 1796
Knoxville, Tennessee 37902
brett.bronkhorst@usi.com
860.652.1011

www.usicg.com | www.usi.com

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USI Consulting Group
900 South Gay Street, Suite 1796
Knoxville, Tennessee 37902
Tel: 865.523.8353

December 9, 2024

RFQ Number 3608
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

In the enclosed materials, USI Consulting Group ("USICG") responds to RFQ Number 3608 for 403(b) Third-Party Administrative Services. As directed in the Request for Qualifications ("RFQ"), our submission contains 1 (one) marked original, 1 (one) exact copy, and an electronic version provided on a flash drive. In addition, we are providing our Fees and Expenses response in a separate envelope as required by the RFQ. This letter will authorize the submission of the qualifications of USICG in response to the RFQ.

Below are a few key considerations:

- USICG's team possesses the historical knowledge, the capabilities, and the flexibility to oversee the investment strategy and administrative objectives that specifically address KCS' philosophy and values.
- USICG maintains no proprietary funds and thus is completely independent. The Investment Committee can be assured that USICG has KCS' best interests in mind without any conflicts of interest.
- USICG has significant experience providing similar services to related entities. For example, USICG has been Knox County's advocate for over 30 years providing investment advisory and third-party administrative to nine (9) Knox County plans: Closed DB, Teachers DB, UOPP DB, 401(a), 457(b), MERP, STAR, Disability, and OPEB.
- The experience of USICG's staff with Knox County and related entities will be invaluable to KCS. USICG's fee quote has been determined by recognizing the totality of its relationship with the County and KCS. Further, over 80% of the USICG Knoxville office's clients are public service employers, including cities, counties, utilities, local school systems, Tribal governments, and universities. Knox County is the largest client in the USICG Knoxville office and one of the largest clients in USICG. This ensures that resources will be provided to ensure services at the highest level are provided to KCS.

If there are any questions regarding USICG's responses to this Request for Qualifications, please contact me directly at 865-719-0955 or via e-mail at bob.cross@usi.com.

Sincerely,

USI Consulting Group

Bob Cross, ASA, FCA, MAAA
President, USI Consulting Group Central and Southern Regions

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Vendor Information

Company Name	USI Consulting Group USI Advisors, Inc.
Address	900 South Gay Street Suite 1796 Knoxville, Tennessee 37902
Contact Person Phone Number	865.719.0955
Contact Person and e-mail address	Bob Cross, ASA, FCA, MAAA President, Central and Southern Regions bob.cross@usi.com
Knox County Vendor Number	53747
State License (if applicable)	N/A
Knox County Business License **(if applicable). State N/A if not applicable.**	N/A
EIN Number	06-1053228

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- ***Provide a completed Exhibit A, Organizational Questionnaire and any materials requested within the questionnaire.***

EXHIBIT A - ORGANIZATIONAL QUESTIONNAIRE

1. **Provide the Respondent's name, headquarters' address, name of contact person, title, phone number, and email address. If the company has a website, please provide the URL.**

Respondent Name	USI Consulting Group USI Advisors, Inc.
Headquarters Address	95 Glastonbury Boulevard, Suite 102 Glastonbury, CT 06033
RFP Contact	Bob Cross, ASA, FCA, MAAA President, Central and Southern Regions USI Consulting Group Phone: 865.523.8353 Fax: 865.523.8227 bob.cross@usi.com
Company Website	https://www.usicg.com/

2. **Where is the physical office located that will serve as KCS's primary contact?**

   Services are provided from our Knoxville, Tennessee office at the following location:

   USI Consulting Group
   900 South Gay Street, Suite 1796
   Knoxville, Tennessee 37902

3. **How many years has the Firm been in business? How many years has the Firm provided third party administrative services, including investment advice, for government entities specifically? How many years has the Firm been active in the defined contribution business?**

   USI Consulting Group, Inc. has been in business for forty-eight (48) years and has been providing third-party administrative services, including defined contribution services, for a wide variety of privately held firms, states, counties, cities, utilities, tribal governments and their enterprises, educational institutions, and non-profit entities for that entire period.

   USI Advisors has been providing investment advisory services since 1994 (29 years).

   The requested consulting services will be provided by team members from both USI Consulting Group ("USICG") and USI Advisors ("USIA").

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4. Provide a brief history of the Respondent.

Ownership History

In 2012, USI was acquired by a private equity firm, Onex Corporation.

In 2017, USI was acquired from Onex Corporation by private equity (PE) firm KKR and Canadian pension fund Caisse de dépôt et placement du Québec (CDPQ).

Our current owners wish to hold USI as an "Evergreen Investment" versus the typical private equity investment which has an end date. Thus, no changes in ownership are expected in the future.

Significant Developments

Findley

In October of 2020, USI reached a definitive agreement to purchase Nashville, Tennessee-based Findley, Inc. Founded in 1969, Findley was a leading independent human resources and employee benefits consulting firm, providing actuarial, benefits and administrative consulting services to private and publicly held companies, the public sector and non-profit organizations. Findley is also the actuary for the State of Tennessee and City of Knoxville.

5. Describe the ownership structure of the Respondent.

USI Consulting Group ("USICG") is a premier provider of defined contribution and defined benefit plan consulting and administrative services and based in Glastonbury, Connecticut. USICG is a wholly owned subsidiary of **USI, Inc. ("USI")** and an affiliate company of both **USI Advisors, Inc. ("USIA")** and **USI Securities, Inc. ("USIS").**

USIA is a Securities and Exchange Commission (SEC) Registered Investment Advisor (RIA) offering investment advice to retirement programs and endowments. USIS is a broker-dealer and member of FINRA/SIPC.

USI firms are characterized by having a strong regional franchise name, specialized areas of expertise, a history of growth, strong management, strong market relationships and broad financial services capabilities.

USI is headquartered in Valhalla, NY and is comprised of more than 200 offices located throughout the United States and employs over 10,000 people nationwide.

Privately held, USI Insurance Services LLC is an operating company wholly owned by USI, Inc.—which, in turn, is majority owned by USI Advantage Corp., which is controlled by entities affiliated with Kohlberg Kravis Roberts & Co. L.P (KKR). USI executives and employees also are investors in USI Advantage Corp. and retain decision-making responsibility with respect to day-to-day operations and client engagement at the local level.

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6. Describe the succession plan the Firm has in place.

USI Consulting Group and USI Advisors, Inc. are proud to be part of USI, Inc. under ownership with KKR. Our owners wish to hold USI as an "Evergreen Investment" versus the typical private equity investment which has an end date. Thus, no changes in ownership are expected in the future. We were the first ever acquisition by KKR from their balance sheet, demonstrating their belief in our business model. Their plan is to realize significant appreciation of our stock and begin paying dividends 5 years from now. Our executives have been part of our staff for 15 – 30 years, all of them are shareholders of USI stock and their financial futures rely heavily on USI's success. As such, we have plans to expand our practices nationwide and grow our employee population to become the leader in middle market retirement consulting.

A succession plan for the Knoxville office has been developed for all senior personnel. That plan is proprietary and confidential.

7. Does the Firm have any relationships with other firms? Would any services provided to KCS be sub-contracted out? If so, please list the services and subcontractors.

No, neither USI Consulting Group nor USI Advisors use subcontractors to provide retirement plan services to clients.

8. Is the Firm regulated by the State of Tennessee, FINRA, and/or the SEC?

USI Advisors, Inc. is a Registered Investment Advisor under the federal Investment Advisers Act of 1940 and is registered with the Securities and Exchange Commission.

9. Is the Firm registered as an investment adviser under the federal Investment Advisers Act of 1940 or exempt from registration? If registered, when was the Firm first so registered? Please provide a copy of your most recent Form ADV, Parts I & II, if applicable.

USI Advisors, Inc. is a Registered Investment Advisor under the federal Investment Advisers Act of 1940 and is registered with the Securities and Exchange Commission. USI Advisors was first registered with the SEC in 1994.

Please see Appendix A for a copy of our most recent Form ADV Parts 1 & 2.

10. Describe the Firm's errors and omissions insurance and investment advisor professional liability coverage.

USICG carries appropriate Errors & Omissions and Investment Advisor Professional Liability Coverage through XL Specialty Insurance Company. The current levels of insurance are $15 million per occurrence and $15 million aggregate. We also carry Directors & Officers Liability coverage at a limit of $10 million through XL Specialty Insurance Company.

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11. Describe the procedures in place that would mitigate potential conflicts of interest.

Below are the procedures USICG uses to mitigate or eliminate potential conflicts of interest:

1. **Disclosure:** USICG requires individuals to disclose any potential conflicts of interest. This allows others to evaluate whether there is a real or perceived conflict and make an informed decision about whether to proceed with the relationship.
2. **Recusal:** In situations where a conflict of interest is identified, individuals may be required to recuse themselves from decision-making processes or activities that could be influenced by their interests.
3. **Separation of duties:** In some cases, it may be possible to separate duties or responsibilities to prevent conflicts of interest from arising.
4. **Code of conduct:** USICG has established a code of conduct that outlines expectations for behavior and ethical standards. This helps to prevent conflicts of interest from arising and provides guidance on how to address them if they do occur.

12. Has the Firm been involved in any regulatory actions or litigation in the past five (5) years? Has any member of the firm been fined, disciplined and/or suspended by the SEC, the NASD or any regulatory agency? If yes, please explain.

No.

13. Describe any past or pending litigation relating to the services associated with retirement plans.

USICG was a named defendant in a civil lawsuit alleging negligence in Minnesota. The case was settled with no admission of liability or wrongdoing.

14. Does the Firm have a business continuation and disaster recovery plan? Please describe.

Yes, the USICG Business Continuity Plan (the "Plan") addresses the needs of USICG's primary business locations and ensures the safety and integrity of our clients' information and programs as well as the Firm's actions, responsibilities, and facilities necessary to continue operations in the event of a disruption. The Plan is overseen by USI's Information and Technology Department and details procedures to be used to enable critical business processes in the event of a disaster. The levels of disasters have been defined as:

Level 1	Loss of data due to corruption or environmental issues
Level 2	Loss of one or more systems, e.g., loss of power or system crash
Level 3	Complete loss of site. The physical building is inaccessible, and all systems are unusable.

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The Plan includes the following disaster recovery procedures that guide technical restoration:

- Recovery Timeline and Logistics
- Perform Initial Response Team Procedures to assess the interruption
- Activate Recovery Team Personnel
- Activate Recovery Team Vendors
- Initiate Recovery Activities, both at the Recovery Center
- Prepare Recovery Center and assign Recovery Team Responsibilities
- Verify the recovery of the technical infrastructure environment

Plan Testing and Maintenance

The Plan is reviewed and updated every six (6) months and is tested on a regular basis (November) to train staff and ensure the Plan will work when needed.

Communication

In the event of a business disruption, clients will be notified via email and/or telephone regarding the extent of the disruption and guidance on interim procedures and contact information. Our websites - www.usi.com and www.usicg.com - will carry updates and interim contact information. The Plan provides contact information and protocols for all staff and clients and anticipates telephone calls, email, USPS mail, and Special Delivery mail and has prescribed actions to accommodate day-to-day requests and communications.

Data Storage

The Plan prescribes back-up and storage procedures for each office. Paper files are archived, and retained, off site according to the needs of each office.

Recovery and Relocation

The Plan includes business relocation in the event of circumstances that prevent the use of existing facilities.

15. What are the Firms cyber security polices?

Please see Appendix B entitled *Securing Your Information – USI's Approach to Information Security and Data Privacy*.

16. What objectives or key performance indicators does the Firm set with respect to serving clients?

USICG sets the following objectives when it comes to serving our clients:

- **Providing high-quality products or services:** USICG strives to provide products or services that meet or exceed our clients' expectations. This includes ensuring that the services are reliable, safe, and effective.
- **Meeting deadlines:** Clients often have deadlines that they need to meet; USICG will deliver their services within the specified timeframe.
- **Providing excellent customer service:** USICG will provide clients with a positive experience by being responsive, friendly, and helpful. This includes promptly responding to inquiries, addressing concerns or complaints, and being available to provide support when needed.

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- **Building strong relationships**: USICG will build strong relationships with their clients by understanding their needs and preferences and providing personalized service. This helps to foster trust and loyalty and can lead to long-term partnerships.
- **Innovating and adapting:** USICG will stay ahead of the competition by continuously innovating and adapting to changing market conditions and client needs. This can involve developing new services, improving existing ones, or adopting new technologies to improve efficiency and effectiveness.

17. What is considered to be the greatest asset to the company?

Our people are our greatest asset at USI, and we champion their dedication to clients. At USICG, we focus on providing a holistic, customer service based approach to our clients and that cannot be achieved without our strong teams.

USICG recognizes exceptional client management through its Summit Award. The Summit Awards were created in 2011 as a reward and recognition program for associates nationwide who serve both internal and external clients. To be nominated for this program, associates must go above and beyond servicing the needs of their clients. It was the first of its kind at USICG and is a unique program in the industry that was honored in 2016, during the Insurance Marketing Communication Association Showcase Awards. The Summit program allows winners to choose their own ideal experience through an individualized, curated program that they personally schedule with a concierge. In addition to the new Summit Experiential Award, winners also enjoy company-wide recognition, local office celebrations, and a custom-designed trophy.

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- ***Provide a completed Exhibit B, Personnel Questionnaire and any materials requested within the questionnaire.***

EXHIBIT B - PERSONNEL QUESTIONNAIRE

1. **How many employees does the Firm have and how many would be assigned to KCS?**

   USICG has approximately 650 employees. Our staff includes top professionals with significant advisory, consulting, insurance, financial and accounting backgrounds including Actuaries, CFAs, Consultants, Attorneys, CIMAs, CEBS, and Benefit Plan Administrators.

   There will be eight USICG team members providing services to KCS's 403(b) Plan. That includes investment advisory, consulting administrative, and recordkeeping services. The proposed KCS service team members are provided in our response to Question #2 below.

   The Investment Consultant, Relationship Manager and Managing Consultant are all located in the Knoxville office. That office employs two CFAs, one of whom is also an Attorney.

   Betsy Hammond, USICG COO, also provides Senior Oversight. She is located in the Brentwood, Tennessee office of USICG.

2. **Provide a biography and/or resume of the key personnel who will be responsible for servicing this account, their office location and contact information. Describe any specializations they have.**

Proposed KCS Service Team		
Name/Title	Business Role on this Contract	Work Location
Bob Cross, ASA, FCA, MAAA President, USICG Central and Southern Regions USI Consulting Group o: 865.523.8353 | c: 865.719.0955 bob.cross@usi.com	Managing Consultant	Knoxville, TN
Jennifer Reynolds, MBA, CCFO Senior Relationship Manager 900 South Gay Street Suite 1796 Knoxville, Tennessee 37902 jennifer.reynolds@usi.com 865.450.1910	Relationship Manager	Knoxville, TN

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Proposed KCS Service Team		
Name/Title	Business Role on this Contract	Work Location
E. Brett Bronkhorst, QKA®, CIMA® Regional Senior Investment Consultant USI Advisors o: 860.652.1011 | c: 865.712.1217 brett.bronkhorst@usi.com	Regional Senior Investment Consultant	Knoxville, TN
Chris Martin Senior Vice President USI Consulting Group o: 860.368.2935 chris.martin@usi.com	Direct Solutions	Glastonbury, CT
Mona Mulvany, QKA Operations Leader USI Consulting Group o: 629-895-7888 mona.mulvany@usi.com	Operations	Dublin, OH
Betsy Hammond, FSA, EA, FCA, MAAA Chief Operating Officer USI Consulting Group 5301 Virginia Way, Suite 400 Brentwood, TN 37027 o: 629.895.7812 betsy.hammond@usi.com	Chief Operating Officer	Nashville, TN

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Bob Cross, ASA, FCA, MAAA



Bob Cross is the President of the Central and Southern Regions of USI Consulting Group. He has more than 30 years of experience in all aspects of employee benefits and retirement planning, with special emphasis on the design, funding, security, administration, and implementation of qualified and nonqualified retirement programs. Bob has worked with many large public and private corporations on the coordination of retirement benefits with other elements of total compensation programs, as well as the development of effective benefit and cost containment programs.

Bob holds an MS degree in Actuarial Science from Georgia State University. He is an Associate of the Society of Actuaries, a Member of the American Academy of Actuaries, and a Fellow of the Conference of Actuaries in public practice, among other distinctions.

Jennifer Reynolds, MBA, CCFO



Jennifer Reynolds is a Relationship Manager in the Knoxville, Tennessee office of USI Consulting Group. Before joining USI, Jennifer worked as a Manager for Knox County Schools. She has over 15 years of experience in finance, risk management, and customer relations. She is responsible for providing client services to plan sponsors and plan participants nationwide. Along with conducting quarterly investment reviews and employee educational meetings for her clients, Jennifer's role as a relationship manager is to foster and maintain relationships with existing clients and to deliver high quality services. She partners with plan sponsors to design and implement retirement plans that meet the needs and objectives of plan sponsors and their participants.

Jennifer is a graduate of Tusculum University with a Master's degree in Business Administration, and she holds a Bachelor of Arts from the University of Tennessee in Communication with a Business Administration Minor. Jennifer also holds a County Finance Officer Certification through the Comptroller of the Treasury.

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E. Brett Bronkhorst, QKA®, CIMA®



Brett Bronkhorst is the Regional Senior Investment Consultant and a Relationship Manager for USI Advisors, Inc. in the Knoxville, Tennessee, office of USI Consulting Group. Brett leads the investment strategy team for the Central & Southern Regions.

Brett is responsible for developing, implementing, and monitoring investment strategies across local and tribal governments as well as corporate and tribal enterprises. He provides investment advisory services to defined benefit plans, defined contribution plans, other post-employment benefit plans, minor's trusts, and endowments. In addition to conducting investment reviews and participant education, Brett coordinates on/off-site investment manager due diligence meetings for investment committees.

Brett chairs the Fiduciary Oversight Committee which is responsible for the creation of quarterly economic and capital market analyses for USI Advisors, Inc.

Brett is a Qualified 401(k) Administrator® and Certified Investment Management Analyst® designee. He graduated summa cume laude from the University of Tennessee, Knoxville with a Bachelor of Science in Business Administration majoring in Finance with a dual concentration in Business Analytics and dual majoring in Economics with a dual concentration in International Business. Industry education includes FINRA administered Series 7, 63, and 65.

Mona Mulvany, QKA



Mona Mulvany is a Senior Consultant with more than 30 years of experience in all aspects of Defined Contribution retirement plans, with special emphasis on plan design and management of Conversions, Operations and Consultants. She is an Operations Leader based in Indianapolis, Indiana.

Mona graduated from Indiana University, Bloomington, Indiana with a Bachelor of Science in Business Management. Industry education designations include: Qualified 401(k) Administrator (QKA).

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Christopher Martin



Chris Martin serves as a Senior Vice President and Practice Leader in USI Consulting Group's Defined Contribution department. He consults on plan design and specifications, as well as on plan administration and compliance issues. While overseeing the administrative operations and outsourcing services of his practice, he manages a service model that he helped to design.

Chris joined the company as a defined contribution plan consultant and is one of the original developers of Direct Solutions® – the signature 401(k) program of USI Consulting Group. His previous experience also includes six years with a national insurance company in the group pension division.

Chris received a BS degree in Finance from the University of Connecticut. Industry education and designations include: FINRA administered Series 6 and 63 licenses and is an IAR of USI Advisors. Member of the Profit Sharing/401(k) Council of America; the Society of Professional Administrators and Recordkeepers, and the ESOP Association.

Betsy Hammond, FSA, EA, FCA, MAAA



Betsy Hammond is the Chief Operating Officer for USI Consulting Group and as such coordinates with the retirement practice leaders in overseeing day-to-day operations to assure seamless delivery of services to clients, and to drive profitable and sustainable growth for the firm.

Prior to joining USICG, Betsy served as Managing Principal and Chief Executive Officer of Findley, a full-service benefits consulting firm. In this role, Betsy was responsible for the overall direction and strategy of the firm, including initiatives to introduce new services and grow the firm both organically and through strategic acquisition, and assure that Findley remained a trusted advisor to our clients. Findley was acquired by USI Insurance Services and became part of USI Consulting Group in 2020.

Betsy has nearly 30 years of experience in the retirement industry, including a variety of business and industry leadership roles. Prior to its acquisition by Findley in 2016, Betsy served as Managing Principal of BPS&M, a subsidiary of Wells Fargo & Company. Earlier in her career, Betsy served as actuary and managing consultant for a number of large clients, advising organizations in the healthcare, banking, manufacturing, agriculture, and professional services industries, on benefit plan strategies, funding of qualified and nonqualified plans, and compliance matters.

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Betsy is a Fellow of the Society of Actuaries (FSA), an Enrolled Actuary (EA), a Fellow of the Conference of Consulting Actuaries (FCA) and a Member of the American Academy of Actuaries (MAAA). Betsy received her undergraduate degree in Economics from Davidson College. She received her master's degree in Actuarial Science from the Georgia State University College of Business. She is a member of Phi Beta Kappa.

For an overview of the Knoxville office team, please see Appendix C entitled *Meet Our Staff*.

3. Do any members of the team have ownership in the organization?

Privately held, USI Insurance Services LLC is an operating company wholly owned by USI, Inc.—which, in turn, is majority owned by USI Advantage Corp., which is controlled by entities affiliated with Kohlberg Kravis Roberts & Co. L.P ("KKR").

The remaining shareholders are made up of USI executives and employees, who not only have a financial stake in the company, but also retain decision-making responsibility with respect to day-to-day operations and client engagement at the local level.

Bob Cross and Brett Bronkhorst are USI shareholders.

4. List the turnover in key personnel that has occurred during the past five (5) years. Include the length of employment and reason for departure.

Over the last five years, there has been no turnover at the senior leadership level within USICG and USI Advisors. At the servicing office level (Knoxville, Tennessee), only one key investment account manager has left the firm.

5. Will KCS have a dedicated relationship manager or point of contact for inquiries, updates, and ongoing communication?

Yes, the KCS Relationship Manager, Jennifer Reynolds, would serve as the dedicated Relationship Manager for KCS while Bob Cross would serve as the Managing Consultant for the relationship. Brett Bronkhorst, Senior Investment Consultant, would be the point-of-contact for Investment Advisory services.

6. What is the standard response time for inquiries or concerns raised by KCS?

USI maintains a customer service policy response time of 24 hours from receipt of emails or voicemails. More typically, a member of our account service team responds within 1 – 2 hours of receiving an email or voicemail. All our professionals are equipped with mobile phones and laptop computers so that they can access messages while they are out of the office. We are happy to assist wherever and whenever we can.

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7. What communication channels do you offer for interacting with KCS?

Service Team

Managing Consultant – Bob Cross will serve as KCS's Managing Consultant. Due to our close proximity to the KCS offices, Bob is available to meet with Board members, Investment

Committee members, or retirement staff as needed for meetings outside of those regularly scheduled.

Relationship Manager – Jennifer Reynolds will serve as the Relationship Manager and KCS's day-to-day contact responsible for Plan service management and compliance support for the entire engagement. She will also assist with day-to-day Plan issues or inquiries regarding administration. She may be reached on her work or mobile phone at KCS's need. Communication may be delivered via email, WebEx virtual meetings, or in person, as requested.

Investment Advisory Team – The team consists of a Regional Senior Investment Consultant, Brett Bronkhorst, and an Investment Consultant, Ralph Lehman. In addition, there are several Investment Analysts that conduct research and due diligence on investments. Brett will continue to attend the quarterly Fiduciary Oversight Review Meetings with the Investment Committee to deliver the review of investments. Brett will also prepare the Fiduciary Oversight Report, and send it prior to the meeting.

8. Describe the Firm's compliance department or function and its role in servicing KCS.

We have a fully staffed legal department managed by an ERISA attorney with over 30 years of experience. Our legal department continually reviews current legal changes affecting retirement plans. They are available to work with your legal counsel to provide interpretations, discuss opinions and review other matters related to the KCS retirement plan.

Our legal consultants can provide you with:

- Research and analysis of laws and regulations pertaining to retirement, compensation, and health and welfare programs
- Assistance in attaining both compliance and management goals
- Clear and concise information provided regularly via newsletters and periodic updates
- Legal, research, and actuarial professionals who are in touch with developments at the federal, state, and local levels
- Fiduciary training

Our service team can assist KCS in addressing any regulatory or legal issues your plans may face. These services are available to KCS as part of our proposed services.

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- ***Provide a summary detailing the strengths of the Firm's personnel in regard to relevant experience and qualifications.***

For nearly 50 years, organizations have relied on us to help their employees successfully plan and invest for retirement. Our integrated team of highly skilled professionals provide specialized expertise in retirement plan, investment, actuarial, and benefits consulting for clients across the United States. Our clients consist of public and private sector employers, not-for-profit organizations, as well as Fortune 500 companies. We are a top 10 retirement consulting firm focused on optimizing your retirement plan, driving financial wellness for your employees, and influencing the long-term financial success of your organization.



**As of September 30, 2024. Investment advice provided by USI Advisors, Inc. | 1017.S0830.99095*

Within USICG, our staff includes top professionals with significant consulting, insurance, financial and accounting backgrounds, including Actuaries, Consultants, Attorneys, AIFs, CAIAs, CEBS, CFAs, CIMAs, CFPs, FSAs, QPAs, RPAs, and Benefit Plan Administrators.

The members of the Knoxville office all have significant professional experience and credentials and have many years of experience working with entities like KCS.

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- ***Provide a completed Exhibit C, Client Questionnaire and any materials requested within the questionnaire.***

EXHIBIT C - CLIENT QUESTIONNAIRE

Number of Current Clients for Entire Company					
	Govts in TN	**Govts outside of TN**	**Non-Govts in TN**	**Non-Govts outside TN**	**Total Clients**
Administrative Services + Investment Advice	17	28	15	374	434

Number of Current Clients for Location who will service KCS					
	Govts in TN	**Govts outside of TN**	**Non-Govts in TN**	**Non-Govts outside TN**	**Total Clients**
Administrative Services + Investment Advice	14	3	13	28	58

1. **Describe any unique expertise the Firm has with respect to governmental, non-ERISA, defined contribution retirement plan consulting.**

   Throughout the State of Tennessee and the broader United States, USI Consulting Group provides defined contribution administrative and investment advisory services to all types of governmental entities, including municipalities, cities, counties, states, and tribal governments. USICG understands the unique needs and customizability needed by each entity and works to build the best retirement plans for our clients.

   Tribal Governments

   - Tribal Sovereignty: To what degree does that impact the various components of their retirement system?
   - Are some of their participants covered by Social Security?
   - Which components may be subject to the provisions of ERISA?
   - Does the client wish to maintain two plans, one for tribal members and the other for commercial employees, or maintain one plan?

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Municipal Electric Systems

- Are they growing or stagnant?
- Should they freeze their pension plan and adopt a new plan?
- If so, what should the plan deposit structure be?
- What are other utilities like the client providing?

Counties and Cities

- Is the defined contribution plan the only plan or a supplemental plan?
- What is the goal of the supplemental plan?
- Does the client have a post-retirement medical plan (OPEB plan,) and how does that relate to the retirement plan?

From an investment perspective:

- Does the client want to utilize passively or actively managed funds or some combination thereof?
- Are there ESG considerations?
- What criteria are to be utilized to evaluate funds?
- How best to develop a coordinated employee education campaign regarding fund choices?
- If it is a supplemental plan, does the client generally want more aggressive investment options?

2. Describe the organization's commitment to quality and the philosophy/approach to client services.

As a national benefits consulting firm, USICG provides a true, holistic approach to investment consulting. This means that clients will have experts in all areas of qualified plan management to support the entire spectrum of best practices. Unlike traditional investment advisory organizations, we can leverage a wealth of industry knowledge and expertise from our Defined Benefit, Defined Contribution and Regulatory & Compliance Departments.

Our consulting philosophy is to help clients make informed and educated decisions by providing all necessary information. In summary, our approach to servicing the Defined Contribution marketplace is detailed below:

- Commitment to detailed and on-going due diligence to help plan fiduciaries identify "best-in-class" service providers and fund managers.
- Efficient and responsive client service with a competitive fee structure.
- Provide expertise with Internal Revenue Code qualification requirements and assist with a defined process that facilitates compliance.
- Act with integrity by living up to our commitments and disclosing fees.
- Provide proactive assistance when a client is facing change or when the priorities and goals related to the retirement program are changing.
- Ensure that plan participants have access to retirement resources and education.
- USICG is committed to quality of service and success in achieving our client's retirement benefit goals.

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USICG views the customer experience and holistic consultative approach to serving its clients as a clear differentiator. Our clients are served by small and highly experienced teams with decision making authority and direct access to our senior management team. Our consultants are encouraged to provide assistance and guidance to our clients by using the wide range of technical resources within USICG and to deliver results without charging for additional time spent on a client's account. In addition, USICG encourages regular meetings with clients. We have found that this process promotes open and candid discussions where issues can be brought up and resolved in their early stages.

3. Describe the procedures for monitoring (a) client satisfaction and (b) participant satisfaction.

Bob Cross will serve as the Managing Consultant for KCS. Bob's role is to ensure satisfaction with the services we provide. Bob's responsibility is to monitor success criteria specific for each of our service areas which include benchmarking against client expectations, establishing and monitoring against a project plan, and periodic peer review. He will also discuss these success criteria with the client to gain the client's perspective on the engagement's success. All client feedback is shared and incorporated in the projects.

Each of our employees is evaluated based on client satisfaction results and retention. We measure satisfaction by conducting bi-annual surveys of our clients. Those results are used to guide changes and improvements in our customer service policies in addition to compensation and bonuses for each employee.

USICG has an annual stewardship program where senior executives of the firm contact senior executives at our clients to discuss our service model and their satisfaction with the overall relationship.

To measure success, USICG uses a combination of quantitative and qualitative metrics, such as participant satisfaction surveys, plan benchmarking analysis, investment performance reports, and fee analysis reports.

Ultimately, the success of the retirement plan consulting relationship depends on how well USICG can meet the needs and objectives of the plan sponsor and its employees.

4. How often do consultants meet with clients?

Brett Bronkhorst, KCS's Regional Senior Investment Consultant, will meet with the Investment Committee quarterly to review the Fiduciary Oversight Review which provides an overview of the economic environment, capital markets, investment manager due diligence, investment manager performance, and fund recommendations, if applicable.

Due to our office proximity to KCS, the service team is available to meet face-to-face (or virtually), as needed, when needed.

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5. **How would the Firm handle communication with KCS regarding its account if the Firm's account manager or other members of the designated team were to change?**

   If the account manager or other members of KCS Service Team were to leave, the following steps would be taken.

   - Notify KCS as soon as possible
   - Assign a new account manager
   - Introduce the new account manager
   - Ensure smooth communication
   - Provide ongoing support

6. **Describe the efforts made to keep all members of the Firm's staff current with and informed of developments related to plan governance and practices.**

   To keep all members of USICG's staff current with and informed of developments related to qualified plan governance and practices, the following efforts have been made:

   - **Training sessions**: USICG organizes training sessions for its staff to educate them about qualified plan governance and practices. These sessions may cover topics such as plan design, fiduciary responsibilities, compliance, and regulatory changes.
   - **Continuing education:** USICG requires its staff to undergo continuing education to keep up with the latest developments in qualified plan governance and practices. This may include attending seminars, webinars, or obtaining certifications.
   - **Newsletters and updates**: USICG sends out newsletters or updates to its staff to keep them informed of any changes in qualified plan governance and practices. These communications may highlight relevant news, regulatory changes, or best practices.
   - **Online resources:** USICG provides online resources such as webinars, articles, and blogs that staff can access to stay up-to-date on qualified plan governance and practices.
   - **Peer learning:** USICG encourages peer learning and collaboration among its staff to share knowledge and best practices related to qualified plan governance and practices. This may include holding regular meetings or creating online discussion groups.

   By implementing these efforts, we ensure that all members of our staff are knowledgeable and informed about qualified plan governance and practices, which can help us better serve our clients and maintain compliance with regulatory authorities.

7. **Describe the range of plan sizes for clients managed by the office that would service KCS Plans.**

   The USI Consulting Group office in Knoxville manages plans ranging from $1.5 million to $1.1 billion in assets.

8. **What are the assets under management of the Firm as of September 30, 2024?**

   $49.5 billion.

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9. What are the assets under management of the office that would service our plan as of September 30, 2024?

$5 billion.

10. Please list the types of retirement plans that are currently being serviced.

We currently provide investment advisory services to the following types of retirement plans:

- 401(a)
- 401(k)
- 403(b)
- 457(b)
- Deferred Compensation
- ESOP
- Money Purchase
- OPEB
- Pension
- Profit-Sharing
- Church Plans
- Tribal Government Plans

11. How many retirement plans are managed within the Firm?

1,358 as of September 30, 2024.

12. How many retirement plans does the office that would service our plan manage?

111

13. How many of those retirement plans are in the state of Tennessee?

56

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- ***Provide a summary listing a similar client and/or scope of work that the Firm has successfully provided administrative services for and detail how the success of such projects would translate to success for KCS.***

  A North Carolina based tribal government maintains a trust for minors. The Tribal Government Investment Committee needed a web based educational system that would help members learn about investing, budgeting, and other related components regarding financial literacy. USICG created a system specifically tailored to the client to accomplish that goal.

  That educational system is available to clients of the Knoxville office. The web-based system can thus be adapted to meet the needs of KCS. Financial literacy has become an important component of retirement plan services, and UISCG can provide those services in an efficient yet comprehensive manner. It would be available to KCS as a client at no additional charge.

  In addition, in 2024, USICG has assisted its clients implement a new investment category. That category would permit participants to invest a portion of their account in a guaranteed income option. With that new option, the individual would receive an income for life at the time of retirement. The option would be commission free and portable.

  From the reverse perspective, UCICG has implemented the same strategic approach for its other defined contribution clients including:

  - Institutional Share Classes
  - Streamlined Fund Options
  - All-Encompassing Service Model

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- ***Provide a completed Exhibit D, Consulting Services Questionnaire and any materials requested within the questionnaire.***

EXHIBIT D – CONSULTING SERVICES QUESTIONNAIRE

1. **Outline the full range of consulting services provided by the Firm, and the frequency with which they are generally provided.**

   USICG offers a wide range of customized services for your plan. Our services are designed to help you attain the highest levels of fiduciary compliance in an efficient and cost-effective manner. At the same time, we can help assist you in establishing a program with investment selections that are structured to help your employees achieve their retirement goals. We can support you and help meet these new challenges by offering the following key services:

   ## How We Add Value

   Our goal is to help you make the complex simple. We serve as an extension of your retirement staff and add value by providing a customized approach for your unique needs, making it easy for you to support your employees in their journey to financial wellness. One of the ways we do this is by providing your plan with a dedicated Account Manager and Investment Consultant, who are committed to providing on-going due diligence and responsive client services. Additionally, you have access to a team of highly skilled professionals with regulatory, compliance, and education expertise, as needed, to support your plans.

   We are your trusted partner to help you manage your fiduciary obligations, mitigate risk and remain compliant. By providing the following services USI Consulting Group (USICG) will allow your team to achieve these goals so your organization can focus on your business:

   ### *Investment Advisory Consulting*

   We offer independent, high-level investment strategy and consulting services to help the plan sponsor meet investment and business objectives. Our services include drafting an Investment Policy Statement, monitoring and benchmarking plan investments and associated fees, and, when appropriate, conducting manager searches for alternative investment options.

   **Investment Advice provided to the Plan by USI Advisors, Inc. Under certain arrangements, securities offered to the Plan through USI Securities, Inc.*

   Member FINRA/SIPC. Both USI Advisors, Inc. and USI Securities, Inc. are affiliates of USI Consulting Group. | 1022.S0512.0025

   ### *Plan Management*

   Our plan management services include day-to-day contact and liaison to provide necessary oversight. We deliver independent support and guidance along with a greater level of service, accurate trouble shooting, and timely issue resolution bringing the plan to the stage where it meets its objectives, is compliant, and operates smoothly and efficiently. Weekly Team calls are devoted to process improvements and answering any questions or clarity needed.

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Benchmarking

We regularly provide clients with fee benchmarking reports to understand the competitiveness and reasonableness of plan fees.

Plan Design & Employee Education Strategies

We bring proven plan design, investment, and education strategies to help employees achieve retirement readiness. With our proprietary in-house recordkeeping system, Direct Solutions, we ensure the plan offers meaningful online employee education and meets all regulatory requirements. The Relationship Manager and Investment Consultants will also coordinate with the retirement staff to facilitate any needed components of employee education sessions.

Regulatory & Compliance

We address KCS's goals to help ensure the Plan provisions and operational aspects are managed appropriately and in the context of regularly changing rules and regulations.

In order to capture the comprehensive list of services provided, our Fiduciary Oversight Review houses a Retirement Plan Oversight (below) which lists all of the services being provided, their frequency, and the data last completed. The Retirement Plan Oversight is customized for each client depending on the unique needs of their plans.

PLAN ADMINISTRATION SERVICES	
Service	**Frequency**
Review of Priorities, Goals and Service Needs	Annually
Service Calls	As Needed
Meeting Notes	Quarterly
INVESTMENT ADVISORY SERVICES	
Service	**Frequency**
Fiduciary Oversight Reviews	Quarterly
Committee Meetings	Quarterly
Capital Markets Review	Quarterly
Investment Policy Statement Review	Annually
Asset Quality Review & Due Diligence	Monthly
Share Class Review	Biennially
Target Date / QDIA Special Review	Annually
Money Market / Stable Value Review	Biennially
Benchmarking Asset Classes	Annually
FIDUCIARY SERVICES	
Service	**Frequency**
Fiduciary Training	Periodic
Co-Fiduciary Support	Ongoing

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PLAN BENCHMARKING SERVICES	
Service	**Frequency**
Fee Review / Benchmarking	Quarterly
Platform Provider Review / Search	Periodic
Plan Statistics Review	Quarterly
Plan Design Benchmarking Analysis	Biennially
COMPLIANCE SERVICES	
Service	**Frequency**
Regulatory Updates	Ongoing
Compliance Calendar	Quarterly
PLAN PARTICIPANT SERVICES	
Service	**Frequency**
Review of Employee Communication & Education	Annually
Reminder of Distribution of Annual Participant Notices	Annually

2. Does the Firm intend to act as a fiduciary for the Plans and/or participants? In what capacity?

Yes, we will act as fiduciary in a non-discretionary capacity to the KCS 403(b) plan.

As a fiduciary to your plans, your participants' "best interests" is our focus. All recommendations are made with them as a priority. We partner with our clients to help them fulfill their fiduciary responsibilities and believe this starts with a prudent and documented investment process for your investment program. We will assist KCS in helping fulfill its responsibilities related to adding, monitoring, and replacing managers and evaluating the reasonableness of all plan fees against services provided.

3. Does the Firm offer board, committee and/or staff training, education, and support? Please describe.

On/Off-Site Due Diligence Meetings

USICG hosts an annual investment manager due diligence meeting which is available to the KCS. The meeting provides Committee Members an opportunity to directly converse with their fund offering investment managers about their strategies and specific economic and investment trends within their sector. If there are any concerns with an investment manager, this also allows for face-to-face interaction and discussion with the portfolio manager. This unique service is included at no additional charge.

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4. Discuss the investment menu recommendation process, including the overall philosophy, determination of investment objectives and risk tolerance, selection of asset classes and styles, and evaluation of the appropriateness/effectiveness of the Plans' current strategy.

Investment Philosophy

As investment consultants dedicated to retirement plan advice, USI Advisors was built on the foundation of shared values and mutual success. Our investment philosophy is a derivative of that foundation:

- USICG believes that providing a customized investment program based on your specific objectives is the best way to achieve positive outcomes.
- USICG believes risk management is a core component of a successful investment strategy.
- USICG believes expenses need to be evaluated considering their contribution to the achievement of stated goals.
- Transparency is a core component of USICG's team culture.

Our goal is to guide plan sponsors in creating a well-diversified pool of investments to help accommodate their participants' wide-ranging goals, time horizons, differing levels of sophistication and risk tolerances. A defined contribution plan's investment menu should be constructed in a way that balances all of these different participant dynamics.

A Consultative Approach

Our consultative method is a continuous process, comprised of four critical components:

- ✓ **Objective Setting:** Central to developing a complete understanding of your program is determining your long and short-term business and risk/benefit objectives, spending policies, etc. Our goal is to align portfolio strategies consistent with your objectives through a series of discovery sessions.
- ✓ **Analysis and Practical Recommendations:** A detailed examination and study of your program by our senior consultants will provide us with the technical knowledge required to be responsible in the manner in which you deserve and to which you are accustomed.
- ✓ **Implementation:** We will assist KCS in designing an investment strategy around your goals and objectives while incorporating the organization's culture and resources into the process. We review the investment strategy with you, agree upon it, set critical target dates for completion, and then implement the strategy. A specific action plan is provided which details services to be provided and that is used to monitor our service delivery on a regular basis with you.

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- ✓ **Measurable Performance and Monitoring:** In addition to providing periodic status reports, we measure service delivery and program management performance through an annual stewardship report. The stewardship report reviews and recapitulates:
  - Objectives
  - Implementation methods
  - Impact
  - Realization of objectives
  - Status of ongoing work

On a weekly basis, the USIA investment advisory team meets to discuss current economic forecasts and the financial markets. The conference call, lasting approximately 90 minutes, goes through key economic indicators and financial forecasts and may include client specific discussions around the impact to portfolio allocations. Specific market news and information that is sensitive in nature is brought to the attention of clients in the form of a Research Alert or conference call/webinar. This is in addition to the monthly Market and Legal Update newsletter that is delivered electronically to clients.

5. Discuss the investment manager recommendation and selection process, including the overall philosophy, manager research process and the determination of search-specific criteria.

Our due diligence process encompasses both quantitative and qualitative analysis. From a quantitative perspective, we seek managers that are style consistent, deliver attractive risk-adjusted returns, and have consistently achieved outstanding investment results relative to their benchmarks and peer group. However, we believe investment performance provides questions, not answers. Our qualitative analysis includes on-site meetings with the portfolio management team to learn more about the investment process and philosophy. In addition to scrutinizing the portfolio managers and analysts, we seek to learn more about the financial stability of the organization and their business model.

The due diligence process is designed to identify, analyze, evaluate, and monitor investment managers.

Identify

- Utilizing third-party databases and software packages including Morningstar Direct, we apply a rigorous proprietary screening methodology to identify qualified asset managers.

Analyze

- Principals of modern portfolio theory are applied
- Investment analysts employ qualitative and quantitative research techniques to ensure appropriate investment recommendations

Evaluate

- Due Diligence Committee and Investment Committee challenge investment analysts' research to determine quality and consistency of investment recommendations
- Investments are categorized into: approved investment list, hold, watch, or consider replacing
- Recommendations will exclusively come from approved investment list

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Monitor

- Maintain and update database of all clients' investments
- Communicate changes of material nature to clients, including Research Alerts on changes that impact our rating of investment managers
- Ensure preferred investment list reflects our best investment ideas

Our investment manager due diligence process is covered in more depth in Exhibit E – Question 6.

6. Will the proposed investment lineup utilize an open architecture approach? Please describe any restrictions, conditions or limitations on investment recommendations.

Yes, we employ an open architecture platform and do not manage money internally, so we have no proprietary funds. We offer the ability to provide a diverse selection of investment vehicles for retirement plans. The following is a general description of the types of investments we offer to clients:

- Diverse selection of investments (over 8,000 mutual funds)
- Multiple mutual fund managers
- No sales loads, all trades at N.A.V., no mutual fund purchase fees
- Model funds, lifestyle portfolios and target allocation funds
- GIC contracts, company stock, managed portfolios, self-directed accounts
- Money market accounts
- Unitization of unique assets such as: CDs, ETFs, hedge funds, etc.

As we employ an open architecture, the above items are a part of the criteria we use to identify the best securities for your plans, based upon your participants' needs.

7. Describe any proprietary investment products included in your response lineup, if applicable.

We do not offer any proprietary investment products.

USI Advisors is an independent registered investment advisor. We have no ownership interest or affiliation with any investment management firms which allows us to focus solely on serving the investment and governance needs of plan fiduciaries.

8. How do you ensure that the investment options within your proposed lineup are diversified and well-aligned with the varying risk tolerances and investment goals of plan participants?

Our goal is to guide plan sponsors in creating a well-diversified pool of investments to help accommodate their participants' wide-ranging goals, different levels of sophistication, and risk tolerances. A defined contribution plan investment menu must balance several dynamics.

Research on participant behavior in retirement plans ("Behavioral Finance") has shown that plan sponsors should offer an appropriate number of investment choices to encourage participants to participate in the plan and offer them the ability to properly diversify their assets. However, the investment lineup should be rather concise so as not to overwhelm participants with too many choices, particularly when the investment choices overlap, track the same benchmark, and offer practically no diversification benefits to participants.

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We have found that having a tiered approach with three main investment groups allows participants to self-select into the investment structure that best fits their needs. We evaluate the investment menu across three different tiers.

Core Investment Options	We evaluate the equity and fixed income investments being offered in the plan and identify gaps and redundancies as well as evaluate the utilization of active and passive managers in these asset classes.
Multi-Asset Strategies (QDIA)	We evaluate your existing target date provider based on glidepath shape and construction, active/passive underlying exposures, fees, asset class exposures, and other factors and evaluate the appropriateness of the glidepath against the plan demographics (savings rate, income, average age, risk tolerance, etc.) We run several analytical tools to identify a QDIA solution that best fits the needs of your plan participants.
Principal Preservation Options *(Money Market Funds or Stable Value Funds*	We evaluate the benefits and drawbacks of each product. Regarding stable value funds, we evaluate the different types of stable value contracts, financial strength of the issuers, interest credit rates, average credit quality of the portfolio, average duration, and termination provision in the selection of the appropriate stable value fund.

Passive Verus Active Management

Once the asset classes have been determined, the next consideration is whether the management of these asset classes is to be passive or active. USIA has helped clients make educated decisions on implementing active and passive strategies. We acknowledge the benefits and drawbacks of both management styles and rely on the needs of each individual client to determine which approach(es) to take.

Neither approach is mutually exclusive to the other. The decision to utilize actively managed or passively managed investments should be based on a thorough analysis of the specific asset class being considered. For instance, active managers in efficient markets like domestic large cap or international equities may not be able to add significant value relative to their benchmarks, so in this case, it may be appropriate to utilize passive strategies. However, active managers may be rewarded for taking active risk in less efficient asset classes such as fixed income or emerging markets.

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9. Discuss how the portfolio is monitored on an ongoing basis and what would trigger a recommendation for an asset allocation or manager change.

As part of our due diligence, each manager is evaluated on a quarterly basis which will help determine if/when a manager should be terminated. Each investment is assigned one of three USIA due diligence classifications which is listed in the Action History Report of the client's Fiduciary Oversight Report: **Hold, Watch** and **No Action**. A definition of each rating is listed below.

Hold: Each investment assigned a "Hold" rating has been viewed favorably after completing USIA comprehensive due diligence process, with a related analyst report on file. An investment manager is assigned a rating of Hold if we have no material concerns at the firm or investment strategy level related to our proprietary "5P" framework (people, philosophy, process, performance, and product) as described above in the response above in this section.

No Action: "No Action" is assigned to investments that have not been evaluated yet based our due diligence process. This rating is mostly a result of holding investments at the client's directive. Investment managers that cannot provide sufficient data points to our research team to conduct in-depth due diligence will remain assigned "No Action" for as long as they are part of the plan. Investment Consultants will periodically review "No Action" ratings with their clients to determine the investments appropriateness.

Watch: The "Watch" rating is assigned for all investments that have data points of material concern at the firm and/or investment strategy level. Examples of these data points that would warrant a material concern include crucial information that a prudent investor would want to know before making investment decisions including (but not limited to) the following:

- Key investment personnel turnover
- Performance results that are inconsistent with expectations
- Unexpected risk exposures
- Inconsistent performance relative to peers and a relevant industry benchmark
- Deviations from investment philosophy or process changes
- Regulatory investigations or material litigation
- Significant asset inflow/outflow

The magnitudes of the material concerns are determined through the USIA due diligence process as conducted by our dedicated research staff. If a fund gets downgraded to a Watch, your Investment Consultant will present the due diligence findings to the committee and bring recommendations for investment alternatives with similar mandates that are available on the current provider platform. These alternatives have been sourced through the USIA due diligence process and qualify as recommended investments.

When we recommend terminating a manager from the investment menu, we document our findings and recommendations in a concise, informative report. We work closely with the committee to explain our findings and to assist in the transition to a new manager once the committee decides to move forward with the fund replacement.

Once a manager is placed on a "Watch" status for more than a year, it has been our experience that committees will make an ultimate decision to remove the investment from their program.

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The timing of when a manager is terminated will differ depending on the severity of the material changes taking place at the strategy level. If multiple criteria of the "5P" framework are violated, this will likely warrant a replacement much sooner than if there is only a concern with respect to one criterion. Our objective is to ensure that the committee fulfills its fiduciary obligations to monitor, select, and replace managers when necessary.

10. Can the Firm meet KCS's quarterly and annual reporting requirements? Are the reports customizable to accommodate the Plans' information needs? Please describe.

Yes, USI Advisors will provide customized materials to meet KCS's requirements and reporting requests. Interim meetings can easily be accommodated as well.

11. Describe the Firm's experience helping clients through complex process such as Department of Labor audits, Internal Revenue Service audits, plan terminations, and plan de-risking strategies.

USICG employs six attorneys, all of whom have several years of experience assisting clients through Department of Labor audits, Internal Revenue Service audits, plan terminations, and plan de-risking strategies, etc. This service is included at no additional fee to KCS.

12. KCS governance requires an actuarial impact statement accompany any proposed Plans amendment. Describe the Firm's actuarial experience and how this experience would integrate with recommendations on the investment of Plan assets.

USI Consulting Group will provide Actuarial Impact Statements required by the State of Tennessee with respect to potential modifications to the Defined Contribution Plans. Furthermore, USICG personnel are familiar with the requirement and the historical aspects of the statements applicable to the KCS. USICG will provide the Actuarial Impact Statements at no additional fee.

USICG has one of the largest actuarial practices in the United States and provides services to clients across the country including the State of Tennessee, KCRB, City of Knoxville, ORNL, and the Eastern Band of Cherokee Indians.

13. Include a description of how the Firm would approach the transition (if applicable) from the current Investment Consultant if your Firm were to be selected.

Following is an overview of the transition process to USIA for investment advisory services.

Task	Description of Task or Event	Responsibility	Target Completion
USICG Paperwork	▪ Agreement for Investment Advisory Services	USICG / KCS	Week 1 – Week 2
Implementation Call	▪ Introduction of USICG/ KCS teams ▪ Explain roles & responsibilities	USICG / KCS	Week 1 – Week 2
Notify Recordkeeper	▪ Notice to recordkeeper to be sent notifying them of the change in Advisor and authorization to the	KCS	Week 1 – Week 2

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Task	Description of Task or Event	Responsibility	Target Completion
	Plan. - Payment Form - Provide USICG with RK contact Information - Provide USICG access to the website		
Review of Documents	▪ Data Collection (e.g., Fee Disclosure and Revenue Requirement, etc.) ▪ Investment Policy Statement: review existing one or help develop one ▪ Plan Design Review ▪ Fiduciary Governance: Committee Resolution & Charter	USICG / KCS	First Quarterly Meeting
Investment Review	▪ Quantitative and qualitative review ▪ Fund Monitoring Review Process ▪ Share Class Analysis/ Fee Leveling Review	USICG / KCS	First Quarterly Meeting
Service Calendar	▪ USICG to present annual Service Calendar to KCS	USICG / KCS	First Quarterly Meeting

14. How does the Firm define and measure the success of retirement plan consulting relationships?

USI Advisors defines the success of our relationships with clients based on several key factors, including:

Plan Participation: The number of employees who enroll in the retirement plan and the percentage of eligible employees who participate.

Plan Design: The ability to provide customized plan design solutions that meet the unique needs of the plan sponsor and their employees.

Plan Investments: The performance of the investment options offered in the plan, as well as the ability to provide a range of investment options that meet the needs of plan participants.

Plan Fees: The ability to negotiate and manage plan fees to keep them reasonable and competitive with industry benchmarks.

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Participant Outcomes: The ability to help plan participants achieve their retirement goals by providing education, tools, and resources to help them make informed decisions about their retirement savings.

To measure success, USICG uses a combination of quantitative and qualitative metrics, such as participant satisfaction surveys, plan benchmarking analysis, investment performance reports, and fee analysis reports. Ultimately, the success of the retirement plan consulting relationship will depend on how well USICG can meet the needs and objectives of the plan sponsor and its employees.

15. Submit samples of reports that the Firm would provide to KCS's Plans.

Please see Appendix D, E, and F for copies of our Fiduciary Oversight Review, Monthly Investment Update, and Target Date Fund Reports, respectively.

16. Describe the Respondent's investment selection process for Participants.

Participants have access to an online account which provides detailed information on each investment option. The investment options offered in the plan are selected by the Investment Committee and Board only after thorough consideration of participant objectives. We also offer face-to-face investment education meetings and host education materials online that can help participants understand their retirement health and investment options.

17. Describe any pending major procedural or process changes with Secure Act or Secure Act 2.0.

The Secure 2.0 Act provides more than 90 retirement provisions to modernize the retirement system, making plans more affordable and improving wealth-building opportunities for millions of Americans. USICG is ready to support the KCS in making decisions on implementing the new provisions included in SECURE 2.0. Some of these provisions are already effective (including the option for employees to self-certify hardship distributions). Others will become effective in upcoming years. Our team will work to help KCS understand implementation options for new SECURE 2.0 features. The USICG compliance and legal team is focused on helping our clients navigate the changes that are being brought on by SECURE 2.0 including the following:

Effective in 2024:

- New employer matching contributions on student loan payments — Employers that offer 401(k) plans, 403(b) plans, SIMPLE IRA plans and governmental 457(b) plans may provide a matching contribution based on a participant's "qualified student loan payments." This provision is intended to make it easier for employers to provide employer-matching contributions to employees who are paying off student loans in lieu of making retirement plan contributions. An employer can rely on employee certification of the student loan payments.

Effective in 2025:

- Increased catch-up contribution limits — For individuals 60 to 63 years old, catch-up contributions to retirement savings plans will be increased to the greater of $10,000 or 150% of the regular age 50 catch-up amount in 2024.

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SECURE 2.0 will make the administration of qualified retirement plans more complex. The USICG team can help answer any questions that the KCS team may have regarding SECURE 2.0 and its discretionary and required changes to the Plan. Due to our highly credentialed team of attorneys,

investment consultants, account managers, and actuaries, USI Consulting Group can help KCS navigate the changing landscape brought on by SECURE 2.0 in a manner that few other investment advisors can match.

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- ***Provide a summary clearly describing the Firm's consulting services and describe how the firm is unique and/or desirable.***

USI ONE™

A key differentiating factor from our competitors is our combination of local, "high-touch" service combined with the resources of a leading, national consulting firm. USI has made significant investments in what we call USI ONE™. This unique approach to collaboration provides in-house access to industry experts covering all areas that are of importance to retirement plans. These industry experts include actuaries, recordkeepers, ERISA attorneys, and dedicated compliance managers. This helps us respond to questions quickly and accurately should they arise and gives USICG and USIA a significant informational advantage over our competitors.

Holistic Approach

Further, the access to the above described industry experts enables USICG and USIA to provide a holistic approach to consulting services without the "silos" commonly seen among our competitors. As a result of our access to industry experts, we have a thorough understanding of the forces shaping the retirement marketplace and utilize our informational advantage to assist our clients in building a solid platform.

Fiduciary Support

Additionally, our investment advisory service model goes beyond the ongoing monitoring of the investment lineup. We also assist plan sponsors with investment fiduciary items such as benchmarking the asset classes being offered in the plan against the industry, conducting an in-depth annual review of the QDIA and principal preservation option in the plan, and conducting a share class analysis to evaluate the fees associated with the investments and the fee allocation structure. The latter has become particularly important in recent years as the DOL has put a strong emphasis on fees. USI has dedicated resources to review the fee information with the committee on a regular basis and provide relative benchmarking information.

We have an internal team dedicated to running an analysis of the expense ratios for each investment and a comparison of the existing pricing model being utilized to pay for plan expenses vs. other fee allocation options available. In recent years, plan sponsors have moved towards fee levelization or zero-revenue share models, which are more transparent and equitable. The fee allocation approach is a fiduciary act and must be in the best interest of participants and our team can discuss all the pros and cons of each pricing model with the committee to determine the best option for your participants as well as document the decision making process.

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- ***Provide a completed Exhibit E, Investment Advisory Services Questionnaire and any materials requested within the questionnaire.***

EXHIBIT E – INVESTMENT ADVISORY SERVICES QUESTIONNAIRE

1. Please list the full scope of investment advisory services the Firm offers for retirement plans.

We offer independent, high-level investment strategy, and consulting services to help KCS meet its investment and business objectives.

Our co-fiduciary investment advisory services include

- Selection and implementation of enhanced investment menu
- Draft and finalize Investment Policy Statement
- Quarterly investment reviews
- Monthly investment updates
- Manage service provider
- On-going education meeting support
- One-time provider search
- Review plan documents and related contracts
- Plan management in regard to regulatory and compliance concernsand fiduciary obligations
- Periodic fee benchmarking

2. Please describe, if any, fiduciary support that the Firm would provide.

USI Advisors will provide fiduciary support to KCS by acting in a non-discretionary fiduciary role for plans other than the 403(b) plan that is the subject of this RFQ.

In this capacity, we assume fiduciary liability in a joint role with KCS. Under this arrangement, KCS retains final decision-making authority but relies on the expertise of the investment consultant to provide advice and services in order to help the plan sponsor fulfill its fiduciary responsibilities. USI Advisors is responsible for

- Recommending and monitoring investments
- Recommending investment alternatives when applicable
- Advising the plan sponsor to follow fiduciary process

USIA draws upon the resources of our legal and compliance team to provide a holistic service model. This includes access to our legal and compliance team as well as customized fiduciary training for the Investment Committee.

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3. If the Firm does provide fiduciary support, is it offered in-house or via a third party?

USI Advisors and USI Consulting Group provide all of our investment advisory services and support in-house. We do not outsource these services to our clients.

4. Please describe the Firm's investment philosophy.

As investment consultants dedicated to retirement plan advice, USI Advisors was built on the foundation of shared values and mutual success. Our investment philosophy is a derivative of that foundation:

- USICG believes that providing a customized investment program based on your specific objectives is the best way to achieve positive outcomes.
- USICG believes risk management is a core component of a successful investment strategy.
- USICG believes expenses need to be evaluated considering their contribution to the achievement of stated goals.
- Transparency is a core component of USICG's team culture.

5. Please identify the number and types of investment vehicles that would be available to KCS.

We offer the ability to provide a diverse selection of investment vehicles for retirement plans. The following is a general description of the types of investments we offer to clients:

- Diverse selection of investments (over 8,000 mutual funds)
- Multiple mutual fund managers
- No sales loads, all trades at N.A.V., no mutual fund purchase fees
- Model funds, lifestyle portfolios and target allocation funds
- GIC contracts, company stock, managed portfolios, self-directed accounts
- Money market accounts
- Unitization of unique assets such as: CDs, ETFs, hedge funds, etc.

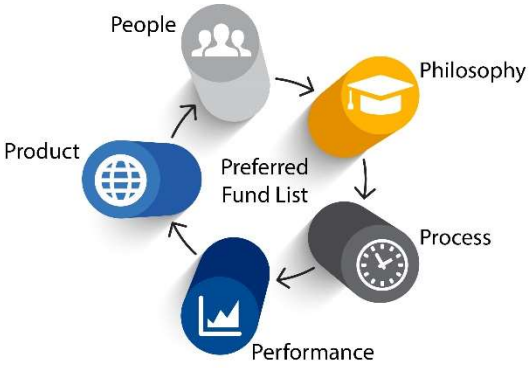
We employ an open architecture platform and do not manage money internally; therefore, we have no proprietary funds and recommend the best securities for your plans, based upon your participant's needs.

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6. Please describe the Firm's manager research and selection process, including the utilization of quantitative or qualitative analysis.

Approach for Evaluating and Selecting Fund Managers

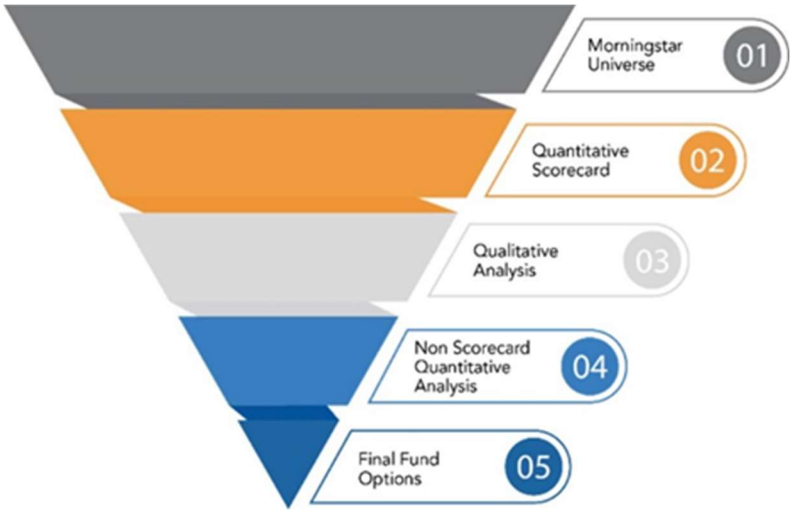
Providing quality investment options is a result of our in-depth due diligence process.



USIA's standards for selecting and monitoring investments in KCS's investment menu will be performed according to a consistent and repeatable investment due diligence process governed by our **5 Pillar ("5P") framework, which provides an in-depth review of the people, philosophy, process, performance, and product.**

Our investment due diligence process includes a proprietary quantitative screen and in-depth qualitative review. The proprietary quantitative screen incorporates performance and risk metrics relative to peers and benchmarks over short, intermediate- and long-term periods. Qualitative reviews incorporate due diligence reviews with relevant portfolio management teams regularly either on site, in our offices, or via teleconference.

Our investment due diligence process is summarized in the diagram below. It includes five (5) major steps, which by design, have dynamic feedback loops to ensure the integrity of our process.

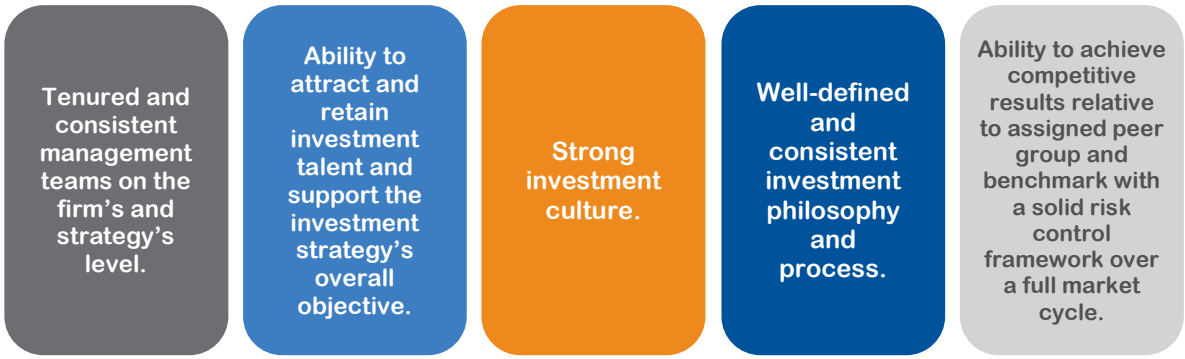


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A sample of the criteria utilized in the qualitative analysis is as follows:

- ✓ Does the manager's performance display an ability to outperform the relevant benchmark on a consistent basis and how does it compare to its peers?
- ✓ Is a manager's risk level commensurate to its level of return?
- ✓ What characteristics enable a manager to achieve its return?
- ✓ Are the manager's characteristics consistent with peer managers of the same investment style?
- ✓ Is a manager's style consistent?
- ✓ Do we believe the manager can replicate past performance going forward?
- ✓ Has the process of the management team changed?
- ✓ Did key personnel leave the firm?
- ✓ Has the fund grown to a size that will make it difficult to continue producing favorable results?
- ✓ Did the manager deviate from its investment mandate?
- ✓ Have the risk exposures changed?
- ✓ Has the manager's incentive structure changed?
- ✓ Has the manager taken significant distributions from the fund?

The goal of our 5P framework is to provide and maintain a stable of investment managers that exhibit the following characteristics:



Investment oversight is an important and integral part of our investment due diligence process. Although the detailed monitoring procedures may vary based on asset class, in general, we regularly perform the investment oversight activities illustrated in the chart below.

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3(21) Services Oversight	Daily	Weekly	Monthly	Quarterly	Annually
Fund/CIT Alert(s): breaking news	✓				
USIA Research Team Meeting & Discussion	☐	✓	☐	☐	☐
Quantitative Analysis: short-, intermediate- and long-term relative, absolute, and risk-adjusted performance review through our proprietary screen, with data sourced from Morningstar Direct℠	☐	☐	*	✓	☐
Qualitative Analysis: consistent and repeatable application of our 5P process (people, philosophy, process, performance, product)	☐	☐	☐	✓	☐
Performance Review with firm(s)/investment manager(s)	☐	☐	☐	✓	☐
USIA Research Analyst Report: comprehensive snapshot of a strategy with Analyst action assignment	☐	☐	☐	✓	☐
USIA 3(21) Investment Committee Review: Fund/CIT list(s) review	☐	☐	☐	✓	☐
Firm/Strategy Due Diligence (on-site or via conference call)	☐	☐	☐	☐	✓
USIA Operations and Compliance Review	☐	☐	☐	☐	✓
USICG Legal Review	☐	☐	☐	☐	✓

**intra-quarter fund review of proprietary quantitative screen*

7. Describe whether the company utilizes actively managed funds, index funds, or both.

We acknowledge the benefits and drawbacks of active versus passive management styles and believe both may play a role in portfolio construction. Neither approach is mutually exclusive to the other. The decision to utilize actively managed or passively managed investments should be based on a thorough analysis of the specific asset class being considered and current market conditions. Historically, active management has performed better during market downturns whereas passive management tends to perform better during upward trending markets.

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Within asset classes which are more efficient, perhaps due to more developed or competitive markets, active managers may find it easier to add value relative to a passively invested option. However active management, when used properly, may present an opportunity to create value for investors, whether through increased return or managed risk. These attributes may be particularly useful when investing in less efficient asset classes or if a client is seeking a specific investment mandate, such as downside protection.

USIA conducts research on a wide range of active and passive managers. Our due diligence process and screening criteria allow for the effective implementation of both strategies. We consider ourselves knowledgeable on this subject and strive to educate clients about the appropriate implementation of active and passive managers in their investment lineup.

There are several attributes to evaluate when considering active and passive investments, including cost, risk, and performance. From a cost standpoint, the differences between active and passive investments can be significant. We work with clients to determine investment objectives and evaluate how the costs of the individual investments may affect outcomes. From a risk standpoint, active investments can have risk levels that are greater than, less than, or equal to a passive counterpart. Discussing and defining risk tolerance plays a role in determining whether an active or passive investment should be utilized. From a performance standpoint, historical performance trends exist that highlight the successes and failures of active management over time. Historical track records vary depending on the asset class and investment mandate. We believe evaluating historical performance trends and their likelihood of continuing into the future is critical to selecting an active or passive manager.

8. How many investment manager due diligence meetings were held during the previous year?

In 2023, our Research Team conducted 615 due diligence meetings with 174 firms/fund companies. This is typical from year to year.

9. Describe the process for monitoring investments, including how manager terminations are handled.

The investment ratings assigned to each manager on a quarterly basis will help determine if/when a manager should be terminated. Each investment is assigned one of three USIA due diligence classifications which is listed in the Action History Report of the client's Fiduciary Oversight Report: **Hold, Watch** and **No Action**. A definition of each rating is listed below.

Hold: Each investment assigned a "Hold" rating has been viewed favorably after completing USIA comprehensive due diligence process, with a related analyst report on file. An investment manager is assigned a rating of Hold if we have no material concerns at the firm or investment strategy level related to our proprietary "5P" framework (people, philosophy, process, performance, and product) as described above in the response above in this section.

No Action: "No Action" is assigned to investments that have not been evaluated yet based our due diligence process. This rating is mostly a result of holding investments at the client's directive. Investment managers that cannot provide sufficient data points to our research team to conduct in-depth due diligence will remain assigned "No Action" for as long as they are part of the plan. Investment Consultants will periodically review "No Action" ratings with their clients to determine the investments appropriateness.

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Watch: The "Watch" rating is assigned for all investments that have data points of material concern at the firm and/or investment strategy level. Examples of these data points that would warrant a material concern include crucial information that a prudent investor would want to know before making investment decisions including (but not limited to) the following:

- Key investment personnel turnover
- Performance results that are inconsistent with expectations
- Unexpected risk exposures
- Inconsistent performance relative to peers and a relevant industry benchmark
- Deviations from investment philosophy or process changes
- Regulatory investigations or material litigation
- Significant asset inflow/outflow

The magnitudes of the material concerns are determined through the USIA due diligence process as conducted by our dedicated research staff. If a fund gets downgraded to a Watch, your Investment Consultant will present the due diligence findings to the committee and bring recommendations for investment alternatives with similar mandates that are available on the current provider platform. These alternatives have been sourced through the USIA due diligence process and qualify as recommended investments.

When we recommend terminating a manager from the investment menu, we document our findings and recommendations in a concise, informative report. We work closely with the committee to explain our findings and to assist in the transition to a new manager once the committee decides to move forward with the fund replacement.

Once a manager is placed on a "Watch" status for more than a year, it has been our experience that committees will make an ultimate decision to remove the investment from their program. The timing of when a manager is terminated will differ depending on the severity of the material changes taking place at the strategy level. If multiple criteria of the "5P" framework are violated, this will likely warrant a replacement much sooner than if there is only a concern with respect to one criterion. Our objective is to ensure that the committee fulfills its fiduciary obligations to monitor, select, and replace managers when necessary.

10. Does the Firm offer Committee training, education, and support? Please describe.?

Fiduciary Training

USICG has developed training that can be made available to plan fiduciaries to explain fiduciary responsibility provisions and discuss common misconceptions, industry trends and best practices.

Upon being engaged, USICG will conduct this fiduciary training for the committee and other "named fiduciaries." This training, which is conducted by an attorney from our Regulatory & Compliance Department, has proved effective in helping the named fiduciaries and committee members understand what should be most important to them in their roles and how to best document their activities.

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The steps for the overall fiduciary training are as follows:

Step 1 - Educate: A qualified plan ERISA Benefits Counsel from our Regulatory & Compliance Department at USICG will conduct a two-hour Fiduciary Training session with your plan fiduciaries and committee to explain fiduciary responsibility provisions and discuss common misconceptions, industry trends and best practices.

Step 2 - Review and Recommend: We will conduct a discovery session consisting of interviews with relevant personnel to learn about your current procedures, identify gaps, and recommend action steps by utilizing questionnaires and checklists.

Step 3 - Implement: We will work with you to develop and implement a "fiduciary structure" with appropriate documentation (e.g., sample board resolutions, sample committee charter, etc.) and we will provide you with a fiduciary kit to house documents and agreements pertaining to your plan.

Step 4 - Stay on Track: We will provide tools and checklists to help you follow established processes and maintain consistency in carrying out fiduciary responsibilities.

Step 5 - Always Document: We will provide a sample template for your committee meeting minutes.

11. Please describe the topics that would be covered throughout the year to our Investment Committee.

Generally, the quarterly Fiduciary Oversight Review meetings include a discussion of the capital markets, economic environment, and a detailed discussion about the plan's investment options, style diversification, due diligence updates, action history report, performance analysis, investment strategy details, and fund recommendations, if applicable.

In addition, during the quarterly meeting, we will discuss the services provided to assist with your fiduciary responsibilities and certain aspects of plan due diligence.

12. What form of reporting is provided to clients (please provide a sample)?

On a quarterly basis, we produce a Fiduciary Oversight Review (FOR). The Fiduciary Oversight Report is available approximately fifteen days after the end of a quarter and would be presented at quarterly meetings with KCS.

One of the sections of the report is called Retirement Plan Oversight and it lists all the services being delivered to the plan throughout the year and the scheduled delivery of each service. Therefore, the committee will be able to see the specific date that a service has already been delivered and what is expected to be covered in future meetings. This is a document that gets updated throughout the year and serves as a good fiduciary checklist for the Investment Committee.

Please see Appendix D, E, and F for copies of our Fiduciary Oversight Review, Monthly Investment Update, and Target Date Fund Reports, respectively.

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13. Does the Firm assist clients to benchmark plan fees?

Yes, we have an internal team dedicated to running an analysis of the expense ratios for each investment and a comparison of the existing pricing model being utilized to pay for plan expenses vs. other options available. In addition, we can also provide detailed comparisons of KCS's plan fees against similar plans through an independent third-party.

14. How are clients informed of new legislation?

We have a fully staffed Regulatory & Compliance department managed by an ERISA attorney.

By maintaining regular contact with key governmental organizations, and by keeping current on any reporting, administration, compliance and tax issues that affect your retirement and welfare programs, our legal professionals remain continually in touch with the changes that most affect employee benefit programs.

USICG continually updates clients on changing legislative issues and governmental requirements through periodic client advisory bulletins, technical briefings, newsletters, client seminars, ongoing meetings, and e-mail.

We meet with our clients to discuss proposed and approved legislation and to discuss how the changes will or can impact a particular client's plan.

15. Does the Firm provide any other support to help keep our Investment Committee up-to-date on industry best practices?

Publications and Web Resources

USICG delivers on-going education and current information critical to plan sponsors' fiduciary responsibilities through publications such as:



Insights
https://www.usicg.com/publications/insights/

The Insights section of our website features guidance and thought leadership from USI Consulting Group experts focused on helping you meet your fiduciary and administrative obligations while supporting your employees in their journey to financial wellness.

Market and Legal Update
https://www.usicg.com/publications/market--legal-update/

A monthly publication highlighting the latest changes in the market and providing timely legal and regulatory updates that may affect your business. This publication is distributed to our clients and is also available on our website.

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Message from the CEO

https://www.usicg.com/publications/message-from-the-ceo/

The Message from the CEO is a bi-annual newsletter from our President & CEO, sharing important events and information at USI Consulting Group and USI Insurance Services, to keep you informed.

Municipal Pension & OPEB Report

An annual report analyzing how current trends have impacted pension and post-retirement benefit plans using data extracted from the extensive Comprehensive Annual Financial Reports (CAFRs) submitted by local municipalities in Connecticut for the prior fiscal year. The 2024 report was released in July.

Retirement Plan Resources

https://www.usicg.com/publications/retirement-plan-spotlight/

The Retirement Plan Resources section is designed to help inform you of various employee benefits and regulatory matters of general interest.

Webinars

USICG provides important ongoing updates on retirement news on a variety of topics through our webinars. Topics include, but are not limited to, regulatory updates, fiduciary obligations and risk mitigation.

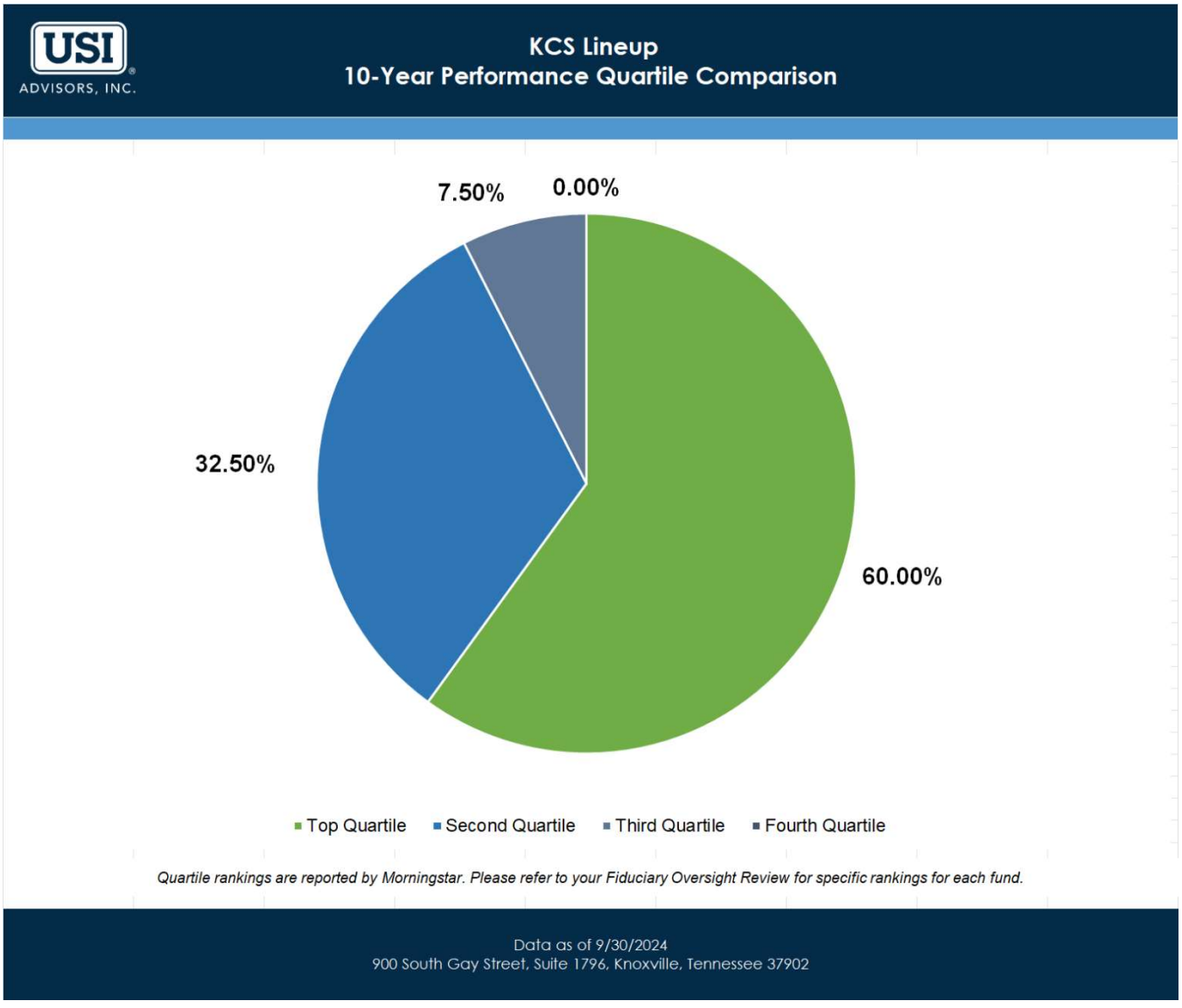
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Please map our current funds to your proposed investment lineup.

To minimize expense and to facilitate ease of administration, USICG would mirror the investment options currently in place for consistency to the KCS 403(b) Plan.

Core Investment Performance

The chart below assesses the competitiveness of each of the available funds by illustrating the quartile ranking of each of the core investment managers. It finds that 60% of the investment managers place in the top quartile of their asset categories and a further 93% of the managers place in the top 50th percentile.



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Risk Based Portfolio Performance

Moreover, the performance of model portfolios is also competitive against a blended index benchmark.

Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)								Expense Ratio Gross	Expense Ratio Net
		1 Quarter	Year To Date	1 Year	3 Years	5 Years	10 Years	Since Inception	Inception Date		
Ultra Aggressive Portfolio		6.27	15.73	28.20	6.34	12.68	10.82	10.01	08/01/2008	-	-
Blended Benchmark		7.00	17.03	31.44	6.75	12.29	10.60	9.70		-	-
Aggressive Portfolio		5.28	11.45	21.14	4.67	9.43	8.43	-	11/01/2001	-	-
Blended Benchmark		6.22	12.84	24.31	4.94	9.43	8.14	-		-	-
Balanced Portfolio		4.95	9.83	18.49	2.88	7.01	6.62	-	12/01/2007	-	-
Blended Benchmark		6.24	10.53	20.36	3.54	6.93	6.29	-		-	-
Moderate Portfolio		3.79	8.47	14.35	4.59	6.97	5.86	-	06/01/2007	-	-
Blended Benchmark		4.95	9.00	16.48	3.70	5.94	5.23	-		-	-
Conservative Portfolio		2.29	5.74	8.96	3.88	4.71	4.29	-	08/01/1997	-	-
Blended Benchmark		3.73	6.66	11.32	2.81	3.74	3.19	-		-	-
Fixed Income Portfolio		1.54	3.58	5.26	2.50	2.36	2.18	-	09/01/1999	-	-
Blended Benchmark		3.08	4.33	7.46	1.31	1.64	1.67	-		-	-

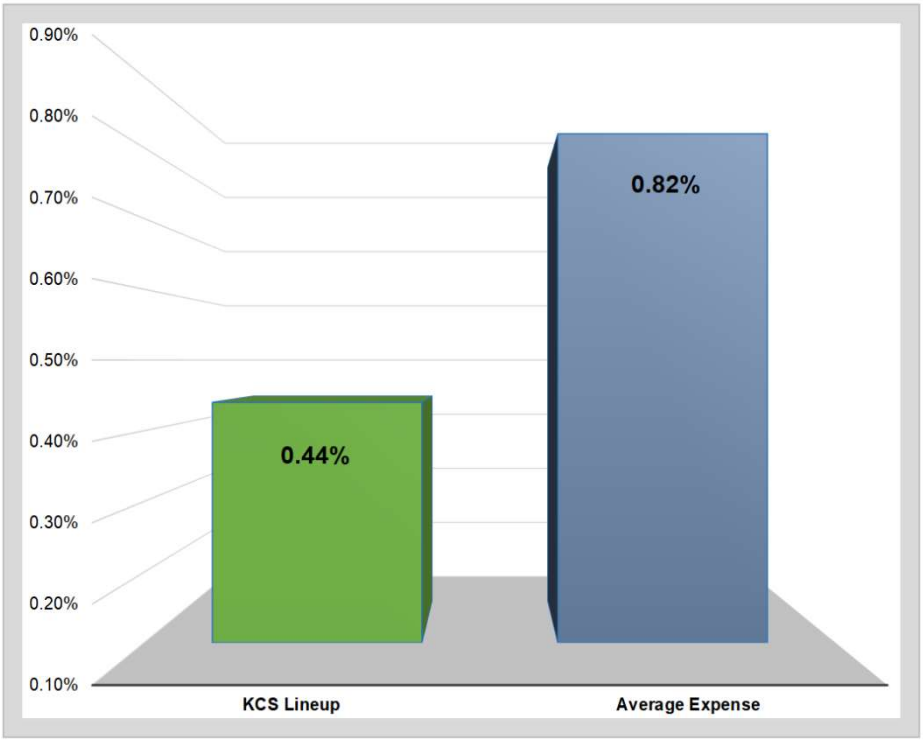
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Mutual Fund Investment Manager Expense

In addition, the average expense of the mutual fund investment managers is below average at 0.44% versus the Morningstar category average of 0.82%.

USI ADVISORS, INC.

KCS Lineup
Net Expense Ratio Comparison



Average Expense is calculated with data provided by Morningstar for the average expense of each category.

Data as of 9/30/2024
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Current Funds					Proposed Funds			
A	B	C	D A x D		B C		D	A x D
9/30/23 Assets	Fund	Ticker	Net Exp Ratio	Total Fund Expense	Proposed Fund Ticker		Net Exp Ratio	Total Fund Expense
	MFS Value R6	MEIKX	0.43%	$ -				$ -
	Touchstone Large Cap Focused R6	TSRLX	0.66%	$ -				$ -
	Vanguard Institutional Index I	VINIX	0.04%	$ -				$ -
	Vanguard Total Stock Mkt Idx Adm	VTSAX	0.04%	$ -				$ -
	JPMorgan Large Cap Growth R6	JLGMX	0.44%	$ -				$ -
	JHancock Disciplined Value Mid Cap R6	JVMRX	0.75%	$ -				$ -
	Vanguard Mid Cap Index Admiral	VIMAX	0.05%	$ -				$ -
	AB Discovery Growth Z	CHCZX	0.64%	$ -				$ -
	Delaware Small Cap Value R6	DVZRX	0.70%	$ -				$ -
	PGIM Jennison Small Company R6	PJSQX	0.71%	$ -				$ -
	Dodge & Cox International Stock X	DOXFX	0.52%	$ -				$ -
	Vanguard Total Intl Stock Index	VTIAX	0.11%	$ -				$ -
	BNY Mellon International Stock Fund Y	DISYX	0.89%	$ -				$ -
	Invesco International Small-Mid Com	OSCIX	0.97%	$ -				$ -
	American Funds New Perspective R6	RNPGX	0.41%	$ -				$ -
	Goldman Sachs Emerging Markets Eq	GEMUX	1.02%	$ -				$ -
	Invesco Real Estate R6	IARFX	0.81%	$ -				$ -
	Vanguard Health Care Adm	VGHAX	0.29%	$ -				$ -
	Delaware Ivy Science and Technology	ISTNX	0.81%	$ -				$ -
	T. Rowe Price Retirement I 2020 I	TRBRX	0.37%	$ -				$ -
	T. Rowe Price Retirement I 2030 I	TRPCX	0.41%	$ -				$ -
	T. Rowe Price Retirement I 2040 I	TRPDX	0.43%	$ -				$ -
	T. Rowe Price Retirement I 2050 I	TRPMX	0.45%	$ -				$ -
	T. Rowe Price Retirement I 2060 I	TRPLX	0.46%	$ -				$ -
	Vanguard LifeStrategy Income Inv	VASIX	0.11%	$ -				$ -
	Vanguard LifeStrategy Cnsrv Gr Inv	VSCGX	0.12%	$ -				$ -
	Vanguard LifeStrategy Growth Inv	VASGX	0.14%	$ -				$ -
	JPMorgan High Yield R6	JHYUX	0.50%	$ -				$ -
	Vanguard Total Bond Market Index	VBTLX	0.05%	$ -				$ -
	MFS Total Return Bond R6	MRBKX	0.36%	$ -				$ -
	Lord Abbett Short Duration Income R6	LDLVX	0.31%	$ -				$ -
	Standard Stable Value 3		0.60%	$ -				$ -
Ultra Aggressive Portfolio								
	BNY Mellon Dynamic Value Fund Y	DRGYX 0.63%		$ -				$ -
	Goldman Sachs Large Cap Gr Insghts	GLCUX 0.54%		$ -				$ -
	Columbia Select Mid Cap Value Instl 3	CMVYX 0.73%		$ -				$ -
	Delaware Ivy Mid Cap Growth R6	IGRFX 0.79%		$ -				$ -
	Franklin Small Cap Value R6	FRCSX 0.59%		$ -				$ -
	Delaware Ivy Small Cap Growth R6	IRGFX 0.87%		$ -				$ -
	Columbia Overseas Value Inst3	COSYX 0.77%		$ -				$ -
	ClearBridge International Growth IS	LMGPX 0.70%		$ -				$ -
	Voya Multi-Manager International Sm	NAPIX 1.20%		$ -				$ -
	Invesco Developing Markets R6	ODVIX 0.84%		$ -				$ -
	Columbia Seligman Tech & Info Inst3	CCOYX 0.85%		$ -				$ -
Aggressive Portfolio								
	JHancock Disciplined Value R6 JDVWX		0.65%	$ -				$ -
	AB Large Cap Growth Z APGZX		0.52%	$ -				$ -
	Columbia Select Mid Cap Value Instl 3 CMVYX		0.73%	$ -				$ -
	Delaware Ivy Mid Cap Growth R6 IGRFX		0.79%	$ -				$ -
	Franklin Small Cap Value R6 FRCSX		0.59%	$ -				$ -
	Delaware Ivy Small Cap Growth R6 IRGFX		0.87%	$ -				$ -
	Columbia Overseas Value Inst3 COSYX		0.77%	$ -				$ -
	ClearBridge International Growth IS LMGPX		0.70%	$ -				$ -
	Invesco EQV Emerging Markets All Cap GTDFX		1.01%	$ -				$ -
	GG CIT III for MetLife GAC 25554 CL 75		1.14%	$ -				$ -
Balanced Portfolio								
	Pioneer Equity Income K	PEQKX	0.66%	$ -				$ -
	AB Large Cap Growth Z	APGZX	0.52%	$ -				$ -
	JPMorgan Mid Cap Value R6	JMVYX	0.65%	$ -				$ -
	Pioneer Select Mid Cap Growth K	PSMKX	0.66%	$ -				$ -
	JPMorgan Small Cap Value R6	JSVUX	0.74%	$ -				$ -
	AB Small Cap Growth Z	QUAZX	0.76%	$ -				$ -
	Columbia Overseas Value Inst3	COSYX	0.77%	$ -				$ -
	ClearBridge International Growth IS	LMGPX	0.70%	$ -				$ -
	Voya Multi-Manager International Sm	NAPIX	1.20%	$ -				$ -
	Columbia Emerging Markets Inst3	CEKYX	1.03%	$ -				$ -
	MFS Global Real Estate R6	MGLRX	0.83%	$ -				$ -
	Delaware Ivy Global Bond Fund Class	IVBDX	0.70%	$ -				$ -
	JHancock Bond R6	JHBSX	0.35%	$ -				$ -
	Transamerica Stable Value		0.75%	$ -				$ -
Moderate Portfolio								
	BNY Mellon Dynamic Value Fund Y DRGYX		0.63%	$ -				$ -
	JPMorgan Growth Advantage R6 JGVVX		0.55%	$ -				$ -
	MFS Mid Cap Value R6 MVCKX		0.62%	$ -				$ -
	Delaware Ivy Mid Cap Growth R6 IGRFX		0.79%	$ -				$ -
	Franklin Small Cap Value R6 FRCSX		0.59%	$ -				$ -
	Delaware Ivy Small Cap Growth R6 IRGFX		0.87%	$ -				$ -
	Columbia Overseas Value Inst3 COSYX		0.77%	$ -				$ -
	ClearBridge International Growth IS LMGPX		0.70%	$ -				$ -
	JHancock Strategic Income Opps R6 JIPRX		0.65%	$ -				$ -
	Pioneer Bond K PBFKX		0.33%	$ -				$ -
	Federated Hermes Capital Pres ISP		0.70%	$ -				$ -
Conservative Portfolio								
	BNY Mellon Dynamic Value Fund Y DRGYX		0.63%	$ -				$ -
	AB Large Cap Growth Z APGZX		0.52%	$ -				$ -
	Columbia Overseas Value Inst3 COSYX		0.77%	$ -				$ -
	ClearBridge International Growth IS LMGPX		0.70%	$ -				$ -
	Franklin US Government Secs R6 FGORX		0.50%	$ -				$ -
	PIMCO Short-Term Instl PTSHX		0.45%	$ -				$ -
	Diversified Stable Value		0.50%	$ -				$ -

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Fixed Income Portfolio								
	Pioneer Strategic Income K	STRKX 0.59%	$ -					$ -
	Pioneer Bond K	PBFKX 0.33%	$ -					$ -
	PIMCO Short-Term Instl	PTSHX 0.45%	$ -					$ -
	Invesco Senior Floating Rate R6	OOSIX 0.71%	$ -					$ -
	Standard Stable Value 5	0.80%	$ -					$ -
$ -		Total Expense	$ -			Total Expense		$ -

If your Firm is selected, you will be asked to justify initial investment recommendations that differ from those listed above.

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- ***Provide a summary describing the Firm's investment advisory services and describe how decisions relating to recommendations are made.***

Investment Policy Statement Development

We will work with KCS's Investment Committee to maintain an appropriate customized Investment Policy Statement ("IPS") in line with KCS's goals and objectives. The IPS is the base document by which we advise, report, and document our investment advisory services, including our recommendations.

Developing and implementing an IPS helps the Committee meet KCS's organizational and investment objectives.

Please see Appendix G for a sample Investment Policy Statement.

Investment Due Diligence and Investment Structure Evaluation

The USI Advisors ("USIA") Research Team provides high quality manager research, selection, and investment oversight for our clients. The Research Team is comprised of experienced individuals dedicated to conducting manager selection in an independent and objective manner that supports our experienced consultant team in delivering to clients the best investment solutions to meet KCS's unique plan needs.

Our Research Team utilizes a proprietary model to select and monitor funds. Additionally, our qualitative reviews incorporate due diligence meetings with relevant portfolio management teams regularly on site, in our offices, or via virtual meetings.

The process of investment strategy selection and monitoring is executed in accordance with guidelines outlined in the IPS and takes into consideration KCS's plan goals and objectives. Through a quantitative and qualitative screening process, the Research Team is able to identify best-in-class strategies for each of the asset classes and investment styles.

Quality Control on Investment Advice

Our Research team follows a clearly defined and repeatable process that is described below. Ratings are confirmed with the research team and aligned with the Investment Policy Statement. All investment recommendations are reviewed by the research team for accuracy and alignment with our process, by the investment committee for prudent implementation and alignment with best practices, and by the investment consultant for alignment with the clients' policies.

Our operational team keeps a log of all recommendations and changes which is reviewed by our investment committee and compliance team.

Quality Control on Data Accuracy

Our research team utilizes a proprietary model to select and monitor funds; however, the source data is provided by Morningstar®, a recognized provider of investment data on publicly available investment options. Additionally, our Research Team conducts conference calls and on-site due diligence visits with portfolio managers to discuss and verify any investment data.

Our operational team has electronic links with Direct Solutions to eliminate human error. The assigned plan support team will verify the data before any reports are distributed to clients.

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Our administrative team utilizes Investment Metrics, a market leader in investment reporting, to create our quarterly Fiduciary Oversight Reports. InvestmentMetrics is linked to a variety of investment data services to ensure accuracy of all displayed data.

Investment Benchmarking

At the individual investment manager level, USIA utilizes both an index and a peer group average in measuring investment manager performance.

The index assigned is one that USIA feels best represents the characteristics of the asset class. USIA believes that having a common index for all funds within an asset class creates a fair comparison for similar investment options. Whereas the index provides a more idealistic view of what the asset class should look like, the peer group average gives insight to how managers are building their funds. This peer group takes an average of all funds that are currently categorized under an asset class.

With some asset classes the peer group may be a more relevant benchmark than an index simply because the peer group may better reflect the investable opportunities at the time. For less traditional investments, like custom portfolios, USIA will create a custom peer group and custom index that best reflects the exposures of the investment.

In summary, USIA believes that having two benchmarks allows for enhanced monitoring and solid understanding of an investment and its relative performance.

Recommendations for Fund Changes

When we recommend terminating a manager from the investment menu, we document our findings and recommendations in a concise, informative report. We work closely with the Investment Committee to explain our findings and to assist in the transition to a new manager once the Investment Committee and Board decides to move forward with the fund replacement.

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- ***Provide a completed Exhibit F, Recordkeeping and Administration Services Questionnaire and any materials requested within the questionnaire.***

EXHIBIT F – RECORDKEEPING & ADMINISTRATION SERVICES QUESTIONNAIRE

1. **Does the Firm offer record-keeping and plan administration in-house or would the Firm partner or subcontract with record-keeping providers?**

   Recordkeeping and plan administration services would be provided to KCS in-house.

   Our **Direct Solutions®** program was created to offer our clients a comprehensive retirement plan solution. Customized to suit your needs, we offer KCS access to 10,000 investment options (none of them are proprietary to us), we act as a fiduciary, we support your participants in group and one-on-one meetings, our legal team develops a fiduciary process to help insulate plan committee members and the organization from risk and provide you with a dedicated day-to-day service team.

   Schwab Retirement Technologies (SRT) is the system we use. This system is web based through SRT's Application Service Provider (ASP) model. It is state-of-the-art in the recordkeeping industry and is continually enhanced by Schwab to improve processing efficiency and electronic transfer of information between the recordkeeper and fund providers.

   The recordkeeping system, website, and automated voice response system are completely integrated, offering "real-time" information to a participant, which simply means that participants see up-to-date information on their accounts, as opposed to "batch processing."

2. **If the Firm partners with record-keeping providers, what record-keeper would be proposed for our plan and why? Describe the relationship in full?**

   Not applicable.

3. **Describe the account services and transaction capabilities available through the participant website.**

   Direct Solutions® is designed to link accounting and payroll activities to provide a complete reconciliation of assets, including employer and employee contributions. Advanced technology ensures client data will be transferred efficiently, with timely transaction processing and easy access to participant information.

   Our recordkeeping system utilizes a transactional database, maintaining a participant transaction history from inception, and is built around direct electronic linkage to an integrated investment trading platform and internet site. Key features of Direct Solutions® include same day trade placement and settlement, daily valuations, payroll contribution integration, comprehensive participant access, open architecture investments (no proprietary investment fund requirements), employee education, flexible administration, strategic plan design consulting, and compliance consulting.

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4. Does the Firm offer a mobile app? Provide a sample page of mobile app features.

Yes, with our mobile app, participants have access to:

- View account balances
- View investment balances and share prices
- Fund transfers
- Change investment allocations for future contributions
- Investment allocation changes
- Automatic rebalancing
- Personal rate of return
- Investment performance
- Account history
- Request loans
- Deferral changes
- Manage personal and beneficiary information

Text alerts are available for those participants who provide an appropriate telephone number during their website registration on their account.

Distribution requests are in development and expected to be available soon.

Please see Appendix H for an *Overview of Mobile App Features*.

5. Can participants request online distributions? Is this through the company's website or third-party?

Yes, participants may access customized online distribution request forms. Once the form is completed and executed via DocuSign by the participant, the executed form is routed to KCS for approval. When approval is received, the form is routed to Direct Solutions for processing. Once received it is reviewed within 2 business days and submitted for trading once all information is confirmed and any required verification completed.

If the request is for a lump sum cash distribution, the mandatory 20% federal income tax withholding will automatically occur, as will any state income tax withholding that may be required. Once traded, the request is submitted to the Custodian who issues funds within 2 business days. Checks are mailed to either the participant or rollover institution. A Form 1099R for the participant's tax records is issued at the time of distribution.

Participant distribution requests normally take three to five business days to process. Plan sponsors may monitor distribution via the withdrawal dashboard on the Plan Sponsor Portal. The dashboard details the type of distribution, the participant's name, and the status of processing and payment.

6. How will we transmit payroll data to the company? Provide an example if needed.

For payroll and census files, our recordkeeping system allows for direct payroll file upload from the client through our plan sponsor website or via Secure File Transfer Protocol (SFTP). This allows for data to be transmitted and uploaded to our system directly and securely without manual intervention.

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7. **Describe in detail how the system processes transfers/exchanges (including frequency/limitations). Are confirmations sent?**

   Investment transfers are completed through our website. Under our daily system, transfers requested by 4:00 pm (Eastern Standard Time) are "rolled-up" and executed that night. All transfer or exchange trades are processed and confirmed overnight and posted to participant accounts by 7:00 am (EST) the following day. The participant can log on to the internet and determine the result of their transactions after 7:00 am the following day. There are no restrictions or limitations on the transfer transaction capabilities in our system. Confirmation statements are available and can be printed from the website.

   All trading with the custodian would occur as same day if proceeds are received in the plan's cash account that day and all accurate data has been remitted.

8. **Can employer and employee contributions be tracked separately?**

   Yes, employer contribution calculations and payroll contributions, loan payments, and census data processing are core competencies. We have established the employer match formula correctly with your payroll service for accurate reporting. We test the matching formula on a regular basis to ensure accuracy. Annual employer discretionary contributions are allocated accurately by your team at USICG. We are very flexible in terms of the electronic data formats that we can receive. We typically establish an electronic file transfer process with our clients to receive and send data pertaining to all transactions listed above.

   Our standard payroll and census data file can accommodate 36 data elements, including; names, dates, address, email, basic census data, status, contributions, loan payments, and other critical data for plan administration, tracking, and testing.

9. **What checks and balances are in place to ensure transactional integrity?**

   USICG's commitment to quality and the relationships we build with our clients are critical to the success of our recordkeeping practice.

Maintenance and Validity of Input Data

Accurate recordkeeping and administration are fundamental to a quality retirement plan for participants. USICG is committed to accuracy and timely reporting of all activity. Every day that processing is completed, a paper and electronic trail is compiled and maintained, and all amounts are reconciled to the trust, recordkeeping system, and client files.

Data Integrity Provisions

In order to make sure that the integrity of the data is maintained, USICG has built-in checks and balances in the recordkeeping system as well as the continual reconciliation to original files received, trust assets, and participant accounts. Peer review is an integral part of our daily routines and is essential to producing quality service to our clients. All work performed by USICG undergoes review prior to execution and delivery.

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Authorized Access to Data

Our system provides for access level security and access will be provided to only those responsible for daily administration. To date, we have had no breaches in security.

Audit Trail of Processed Data

All activity processed in our system is documented in a processing log as an initial audit trail. In addition, each processed activity will be documented by hard copy reports generated by the system detailing the activity. A hard copy of any files received from our clients will also be printed, and all paperwork is attached at the end of each day's processing and kept in quarterly files in our offices for one year. All electronic files received by USICG pertaining to the plan are saved as original files in order to ensure we are able to reconcile to original data. When quarterly files have been held onsite for one year, the files are archived offsite indefinitely and can be retrieved within a day.

Confidentiality of Data

In terms of files being transmitted between the client and USICG, secure email will be used on all file transmission, as well as other means deemed necessary to protect the confidentiality of the data such as an upload to an FTP site. The recordkeeping system requires a username and password, and all files received from the client will be password protected for security purposes on our systems.

10. How often are Team meetings held between the Administrative Team and the Client?

Team meetings are held with the KCS as frequently as required either weekly, monthly, or quarterly meetings depending on the service item involved. Impromptu meetings are scheduled on an as needed basis.

11. Describe the Firm's cybersecurity threat mitigation defenses and protocols.

USI conducts periodic risk assessments to identify cybersecurity threats, vulnerabilities, and potential impacts on the business.

Please see Appendix B entitled *Securing Your Information – USI's Approach to Information Security and Data Privacy*.

12. Please describe how the Firm would approach a plan conversion from the current service provider to your Firm if selected.

USICG aims to make KCS's transition seamless. Your Relationship Manager, Jennifer Reynolds, as well as the Operations and Education teams will work with you to complete the conversion.

Below is an illustrated projected timeline for your on-boarding process.

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Transition - Recordkeeping

Our experienced account team will work with you to ensure a smooth transition to the Direct Solutions® platform. Key elements include coordination and process management for smooth flow of payroll data, efficient transition of plan assets, complete transition and review of plan records, develop a successful communication campaign for participants and train client benefits management staff on procedures and features of new program.

The team will host weekly calls with your staff to keep them up to date on progress and ensure that all elements of the transition are achieved successfully.

Task	Description of Task or Event	Responsibility	Time Period
Inform service provider that KCS has hired USICG	▪ Notify recordkeeper, third-party administrator, custodian and investment advisor service providers	USICG will draft notification for KCS to sign and submit to prior service provider	Week 1 - Week 2
Implementation Call	▪ Introduction of USICG/KCS teams (to explain roles & responsibilities)	USICG / KCS	Week 1 - Week 2
USICG paperwork	▪ Execution of Service Agreement	USICG / KCS	Week 2 - Week 3
Recordkeeper Paperwork	▪ Provide USICG with Recordkeeper contact information	KCS	Week 1 - Week 2
	▪ Provide USICG access to the website, if possible	KCS	Week 2 - Week 3
Investment Lineup Review	▪ Discuss and confirm investment options	USICG / KCS	Week 2 - Week 4
Contact prior service provider	▪ Discuss necessary steps and data needed to schedule conversion date.	USICG / KCS	Week 2 - Week 3
Open Trust Account	▪ Gather data and submit it on the trustee website, KCS to sign and return to USICG	USICG / KCS	Week 3 - Week 5
Set-up Recordkeeping System	▪ Review of plan documents, create SPP, Review and signoff on provisions.	USICG / KCS	Week 2 - Week 5
Set-up and train KCS staff on processing	▪ Applicable USICG employees will discuss and train KCS personnel on contributions, distributions, loan processing as well as enrollment process and general operation topics	USICG / KCS	Week 5 – through first event
Plan Education Strategy	▪ Develop participant education strategy that will work best for KCS employees	USICG / KCS	Week 6-7
Draft and distribute Blackout notice	▪ USICG will draft the blackout notice and work with KCS to determine the best method for distribution before the 30-day in advance deadline.	USICG / KCS	Week 6 – Week 7
Conversion and Blackout Lift	▪ USICG will work with prior provided to confirm and receive data, set-up and test recordkeeping system. ▪ Notification will be sent to KCS when Plan is live and will provide	USICG / KCS	Conversion Blackout period

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Task	Description of Task or Event	Responsibility	Time Period
	draft of participant notification		
Service Calendar	▪ USICG to present annual Service Calendar to KCS	USICG / KCS	First Quarterly Meeting
Review of Documents	▪ Investment Policy Statement: review existing one or help develop one	USICG	First Quarterly Meeting
	▪ Plan Design Review	USICG	First Quarterly Meeting
	▪ Fiduciary Governance: Committee Resolution & Charter	USICG	First Quarterly Meeting

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- ***Provide a summary clearly describing the Respondent's recordkeeping and administration services and describe how the Firm is better compared to other companies who perform the same services.***

  Our **Direct Solutions®** program was created to offer our defined contribution clients a comprehensive retirement plan solution. Direct Solutions is not a standard pre-packaged defined contribution recordkeeping and consulting product; **it is a flexible program which we customize to suit your needs.**

  Direct Solutions® is a bundled solution we offer clients looking to combine all the essential elements of a successful program including open architecture investment choice, professional investment advice, legal consultation, timely and accurate administration, comprehensive employee communication and proactive customer service.

  Our qualified plan consultants thoroughly review your situation whether you are looking to start up a new plan or make changes to a plan you already have in place. We have the expertise to create a retirement program to suit the unique needs of your company.

  Our services are flexible and responsive. We will adapt our team procedures to your needs. Our goal is to provide experts and processes that will meet or exceed your requirements. Most institutional providers have a "plan in the box" approach. If your needs do not fit their "box of services" then you will likely encounter administrative and compliance problems with their service. We have no proprietary fund requirements. Most institutional providers will require that you use their funds (typically their own target date funds or their own stable value products) to receive premium services.

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- ***Provide a completed Exhibit G, Participant Services Questionnaire and any materials requested within the questionnaire.***

EXHIBIT G - PARTICIPANT SERVICES QUESTIONNAIRE

1. **Provide how participants would be able to contact the participant service team.**

   Direct Solutions includes access via a participant website, call center, and mobile app.

   A participant has the ability to opt-out to a customer service representative Monday through Friday from 8 a.m. to 8 p.m. PT to answer plan-specific questions, assist in website navigation, and help participants make changes and place trades.

2. **Does the Firm assist with employee enrollment? If so, please provide samples of enrollment materials.**

   Direct Solutions can support automatic enrollment of newly eligible employees and annual automatic enrollment of already eligible participants that are not participating.

   Direct Solutions also produces an enrollment booklet that contains information about the retirement plan's features and investments. The participant will be provided with the Plan Highlights, Retirement Planning and Investing Concepts, Investment Information and Performance Summary, and Enrolling in the Plan.

   Please see Appendix I for a sample enrollment booklet.

3. **Does the Firm provide participant education? How often are those provided?**

   Yes, on-site educational meetings are available upon request. These meetings include modules on understanding your plan, the market, risk & reward analysis, basics of investing, portfolio strategy, diversification, financial planning, retirement readiness and other suitable topics, which are conducted by your Account Team. USICG also tailors the education process to meet KCS's and its employees' needs. Education meetings are scheduled with KCS as frequently as needed based on your plan demographics.

4. **Does the Firm provide participant savings, financial planning, investment and/or retirement advice? What kind of advice can and cannot be provided?**

   We provide education on a host of financial topics such as preparing for retirement, investment education, investing in a volatile market environment, and retirement income planning such as social security; however, we cannot provide participant advice as co-fiduciary.

5. **If participant advice is provided, is it in-house or via a third party? Provide list of any additional fees that apply (include in Exhibit H).**

   As co-fiduciary, we do not provide participant advice, but we hold education meetings covering a wide range of topics to assist participants in making informed decisions.

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6. Describe the customization capabilities for participant level statements.

At USICG, we pride ourselves on our ability to provide unique solutions to our clients' requests, and do not put our clients in a "box." We can customize participant statements to requested specifications, and often do for many of our clients.

USICG has been working with our clients to prepare personalized communications for almost 30 years. We can work with clients to create a participant statement that will incorporate both defined contribution plan data as well as a defined benefit plan, if applicable. We can prepare a print statement that is mailed to participants' homes as well as a PDF that can be posted to a secure site. The website currently provides the ability to create an online statement.

We have worked with many defined contribution plan administrators and defined benefit plan actuaries to gather and combine data for these personalized participant statements. While we have a graphic designer on staff and can ensure that the statement is professional and incorporates the client's branding, we also ensure that the data is accurate by providing the project team with data comparison reports, range, frequency, and audit reports. We can work with the client to determine the scope of any participant statement project.

7. Please describe any capabilities the company has to customize its web or call-center.

The website will be customized to the "look and feel" of KCS.

USICG will customize the website to provide additional loan details regarding number of payrolls, as well as how to determine loan amount available, and added Employee Education Presentations to the website, all at no additional cost.

Participants can customize their "home page" of the site to include the information they access most frequently, links to their favorite sites, and other unique features.

We have great flexibility in further designing the site to your specifications.

The call center team will be dedicated to KCS. All team members are experienced administrators who will respond to participant calls with full knowledge of your plan rules and features. We customize the protocol for call escalation to ensure your employees receive the appropriate response and assistance with their plan account.

8. Does the Firm provide any other support to participants?

In addition to customized websites and online resources, employee education, and dedicated call center representatives, USICG provides customized communications to assist plan participants understand the plan, how it works, and the investment options available.

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9. Please describe the Firm's dedicated call center and response times.

The Call Center is available 8:00 a.m. – 8:00 p.m. EST Monday through Friday.

USICG call center representatives go through a three-week training process when initially hired to become proficient with the call center tools. Client specific training is then determined based on the complexity and level of service provided from the call center. As representatives begin taking client specific calls, they are closely monitored and shadowed over the course of the three weeks to ensure calls are handled accurately and efficiently. All calls are recorded and ongoing call monitoring is completed to ensure a high level of quality service is provided to participants.

Customer service representatives have access to technology that provides them with the participant's employment data, call history, plan benefit summaries, participant website for modeling, imaging system, and case management. They are trained in dealing with and communicating retirement plan concepts in general and specific to the plan. If a question cannot be answered by the call center representative, the administration team assigned to the client is available to answer the question.

Customer service representatives assist participants with navigating and questions regarding the website. We support emails in addition to phone calls through the call center service team.

If a participant inquiry cannot be resolved by the customer service representative, the representative will involve a member of the administration team to assist with resolution. If a follow-up response is necessary, the same customer service representative will call the participant back, or written documentation will be sent to the participant. These interactions are managed through our CRM case management tool. The tool allows our team to assign team members, due date, and track notes and attachments as needed. Each team member's case queue is monitored daily and updated for status once available. The case management system also allows for the team to track and query paperwork mail dates and retirement workflow status. If a request is escalated the call center management team will work with the administration team directly in an effort to expedite the update and response.

We can provide reports on call center statistics on a monthly basis and reporting will be programmed to meet the client's needs.

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- ***Provide a summary of the Firm's participant services and describe how the Firm handles daily interaction with the participants in the plans.***

  On a daily basis the dedicated team at our firm will provide participants with assistance with the following items:

  - Personal Access Codes
  - Plan Information and Provisions
  - Enrollment of Employees
  - Amount of Current Contributions
  - Investment Allocation of Current Contributions
  - Change Contribution Levels by $
  - Change Contribution Levels by a Combination of $ and %
  - Total Account Balance
  - Account Balance by Source, Including Vesting
  - Account Balance by Fund, Including Transferable Amounts
  - Transaction History
  - Investment Transfers by %
  - Investment Transfers by $
  - On Demand Account Statements
  - Investment Fund Price Information
  - Investment Fund Performance Information
  - Status of Current Loans
  - Loan Payoff Amount Information
  - Loan Modeling
  - Loan Transactions
  - Hardship Withdrawals
  - Qualified Domestic Relation Orders
  - Other Withdrawals With Plan Sponsor Approval
  - Initiate Termination Withdrawals
  - Reallocation of Investment Balances

  There are many additional non-standard transactions and customized inquiries we provide for the KCS participants.

  Our ability to work with client specific plan software packages is unmatched in the industry.

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Required Forms

Iran Divestment Act/No Boycott of Israel

- Completed Form is included with this Tab.

References

- Completed Form is included with this Tab.

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ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL
REQUEST FOR QUALIFICATIONS NUMBER 3608

By submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature: [signature]

(sign in blue ink)

Title: USICG President Central & Southern Regions Date: 12/9/2024

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: [signature]

(sign in blue ink)

Title: USICG President Central & Southern Regions Date: 12/9/2024

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR QUALIFICATIONS NUMBER 3608

Vendor: USI Consulting Group

Proposers shall submit a list of three (3) projects of similar size which have been in service during the last three (3) years. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County/KCS will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not use Knox County Government or KCS as a reference.

Name of Firm: Eastern Band of Cherokee Indians
Contact Person: James Burns Phone Number: 828-497-9163 x6754
Email Address: james.burns@cherokeehospital.org
Nature of Contract: Tribal Government
Services Provided: Investment Advisory, Recordkeeping, & Actuarial Services
Contract start date: 2012 Contract end date: None

Name of Firm: Sevier County Electric System
Contact Person: Allen Robbins Phone Number: 865-774-6214
Email Address: arobbins@sces.net
Nature of Contract: Public Utility
Services Provided: Investment Advisory, Recordkeeping, and Actuarial Services
Contract start date: 2002 Contract end date: None

Name of Firm: Jewelry Television
Contact Person: Charlie Wagner Phone Number: 865-692-1349
Email Address: charlie.wagner@jtv.com
Nature of Contract: Private Sector
Services Provided: Investment Advisory & Recordkeeping
Contract start date: 2006 Contract end date: None

We acknowledge receipt of the following Addenda to KCS RFQ 3608 - 403(b) Third-Party Administrative Services:

Addendum Number	Date Issued
Addendum I	11/19/2024

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USICG's experience with plans such as that of KCS, the qualifications of its staff, its accessibility, and its dedication to providing the highest level of service make it the ideal choice to provide services to the KCS 403(b) Plan.

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TAB XIV - EXCEPTIONS

- ***Respondents are to include any and all exceptions taken to this solicitation under this Tab. Do not mark through or otherwise alter the language of this RFQ in your response.***

USI Consulting Group takes no exceptions to any of the requirements detailed in RFQ Number 3608 for Third-Party Administrative Services, Including Investment Advisory Services.

We further confirm that we are able to provide all of the services outlined in the Request for Qualifications (RFQ) Scope of Services Addendum which provides a comprehensive overview of the specific deliverables, tasks, and responsibilities that we would be responsible for providing.

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FORM ADV

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION AND REPORT BY EXEMPT REPORTING ADVISERS

Primary Business Name: USI ADVISORS	**CRD Number: 108113**
Other-Than-Annual Amendment - All Sections	**Rev. 10/2021**
11/8/2024 2:41:06 PM	

WARNING: Complete this form truthfully. False statements or omissions may result in denial of your application, revocation of your registration, or criminal prosecution. You must keep this form updated by filing periodic amendments. See Form ADV General Instruction 4.

Item 1 Identifying Information

Responses to this Item tell us who you are, where you are doing business, and how we can contact you. If you are filing an *umbrella registration*, the information in Item 1 should be provided for the *filing adviser* only. General Instruction 5 provides information to assist you with filing an *umbrella registration*.

A. Your full legal name (if you are a sole proprietor, your last, first, and middle names):
USI ADVISORS, INC.

B. (1) Name under which you primarily conduct your advisory business, if different from Item 1.A.
USI ADVISORS

List on Section 1.B. of Schedule D any additional names under which you conduct your advisory business.

(2) If you are using this Form ADV to register more than one investment adviser under an *umbrella registration*, check this box ☐

If you check this box, complete a Schedule R for each relying adviser.

C. If this filing is reporting a change in your legal name (Item 1.A.) or primary business name (Item 1.B.(1)), enter the new name and specify whether the name change is of
☐ your legal name or ☐ your primary business name:

D. (1) If you are registered with the SEC as an investment adviser, your SEC file number: **801-56622**
(2) If you report to the SEC as an *exempt reporting adviser*, your SEC file number:
(3) If you have one or more Central Index Key numbers assigned by the SEC ("CIK Numbers"), all of your CIK numbers:
No Information Filed

E. (1) If you have a number ("*CRD* Number") assigned by the *FINRA's CRD* system or by the IARD system, your *CRD* number: **108113**

If your firm does not have a CRD number, skip this Item 1.E. Do not provide the CRD number of one of your officers, employees, or affiliates.

(2) If you have additional *CRD* Numbers, your additional *CRD* numbers:
No Information Filed

F. *Principal Office and Place of Business*

(1) Address (do not use a P.O. Box):

Number and Street 1:		Number and Street 2:	
95 GLASTONBURY BLVD.		SUITE 102	
City:	State:	Country:	ZIP+4/Postal Code:
GLASTONBURY	Connecticut	United States	06033

If this address is a private residence, check this box: ☐

List on Section 1.F. of Schedule D any office, other than your principal office and place of business, at which you conduct investment advisory business. If you are applying for registration, or are registered, with one or more state securities authorities, you must list all of your offices in the state or states to which you are applying for registration or with whom you are registered. If you are applying for SEC registration, if you are registered only with the SEC, or if you are reporting to the SEC as an exempt reporting adviser, list the largest twenty-five offices in terms of numbers of employees as of the end of your most recently completed fiscal year.

(2) Days of week that you normally conduct business at your *principal office and place of business:*
◉ Monday - Friday ○ Other:

Normal business hours at this location:
8:00AM TO 5:00PM

(3) Telephone number at this location:
860-633-5283

(4) Facsimile number at this location, if any:
610-537-2898

(5) What is the total number of offices, other than your *principal office and place of business*, at which you conduct investment advisory business as of

the end of your most recently completed fiscal year?
13

G. Mailing address, if different from your *principal office and place of business* address:

Number and Street 1: | Number and Street 2:

City: | State: | Country: | ZIP+4/Postal Code:

If this address is a private residence, check this box: ☐

H. If you are a sole proprietor, state your full residence address, if different from your *principal office and place of business* address in Item 1.F.:

Number and Street 1: | Number and Street 2:

City: | State: | Country: | ZIP+4/Postal Code:

	Yes	No
I. Do you have one or more websites or accounts on publicly available social media platforms (including, but not limited to, Twitter, Facebook and LinkedIn)?	◉	○

If "yes," list all firm website addresses and the address for each of the firm's accounts on publicly available social media platforms on Section 1.I. of Schedule D. If a website address serves as a portal through which to access other information you have published on the web, you may list the portal without listing addresses for all of the other information. You may need to list more than one portal address. Do not provide the addresses of websites or accounts on publicly available social media platforms where you do not control the content. Do not provide the individual electronic mail (e-mail) addresses of employees or the addresses of employee accounts on publicly available social media platforms.

J. Chief Compliance Officer

(1) Provide the name and contact information of your Chief Compliance Officer. If you are an *exempt reporting adviser*, you must provide the contact information for your Chief Compliance Officer, if you have one. If not, you must complete Item 1.K. below.

Name: | Other titles, if any:

Telephone number: | Facsimile number, if any:

Number and Street 1: | Number and Street 2:

City: | State: | Country: | ZIP+4/Postal Code:

Electronic mail (e-mail) address, if Chief Compliance Officer has one:

(2) If your Chief Compliance Officer is compensated or employed by any *person* other than you, a *related person* or an investment company registered under the Investment Company Act of 1940 that you advise for providing chief compliance officer services to you, provide the *person's* name and IRS Employer Identification Number (if any):

Name:

IRS Employer Identification Number:

K. Additional Regulatory Contact Person: If a person other than the Chief Compliance Officer is authorized to receive information and respond to questions about this Form ADV, you may provide that information here.

Name: | Titles:

Telephone number: | Facsimile number, if any:

Number and Street 1: | Number and Street 2:

City: | State: | Country: | ZIP+4/Postal Code:

Electronic mail (e-mail) address, if contact person has one:

	Yes	No
L. Do you maintain some or all of the books and records you are required to keep under Section 204 of the Advisers Act, or similar state law, somewhere other than your *principal office and place of business*?	◉	○

If "yes," complete Section 1.L. of Schedule D.

	Yes	No
M. Are you registered with a *foreign financial regulatory authority*?	○	◉

Answer "no" if you are not registered with a foreign financial regulatory authority, even if you have an affiliate that is registered with a foreign financial regulatory authority. If "yes," complete Section 1.M. of Schedule D.

	Yes	No
N. Are you a public reporting company under Sections 12 or 15(d) of the Securities Exchange Act of 1934?	○	◉

	Yes	No
O. Did you have $1 billion or more in assets on the last day of your most recent fiscal year?	○	◉

If yes, what is the approximate amount of your assets:

- ○ $1 billion to less than $10 billion
- ○ $10 billion to less than $50 billion

○ $50 billion or more

For purposes of Item 1.O. only, "assets" refers to your total assets, rather than the assets you manage on behalf of clients. Determine your total assets using the total assets shown on the balance sheet for your most recent fiscal year end.

P. Provide your *Legal Entity Identifier* if you have one:

A *legal entity identifier* is a unique number that companies use to identify each other in the financial marketplace. You may not have a *legal entity identifier*.

SECTION 1.B. Other Business Names

No Information Filed

SECTION 1.F. Other Offices

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest twenty-five offices (in terms of numbers of *employees*).

Number and Street 1:
261 MADISON AVENUE

Number and Street 2:
5TH FLOOR

City:
NEW YORK

State:
New York

Country:
United States

ZIP+4/Postal Code:
10116

If this address is a private residence, check this box: ☐

Telephone Number:
212-878-0466

Facsimile Number, if any:

If this office location is also required to be registered with FINRA or a *state securities authority* as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the *CRD* Branch Number here:

How many *employees* perform investment advisory functions from this office location?
1

Are other business activities conducted at this office location? (check all that apply)

☐ (1) Broker-dealer (registered or unregistered)
☐ (2) Bank (including a separately identifiable department or division of a bank)
☐ (3) Insurance broker or agent
☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
☐ (5) Registered municipal advisor
☐ (6) Accountant or accounting firm
☐ (7) Lawyer or law firm

Describe any other *investment-related* business activities conducted from this office location:

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest twenty-five offices (in terms of numbers of *employees*).

Number and Street 1:
900 SOUTH GAY STREET

Number and Street 2:
SUITE 1796

City:
KNOXVILLE

State:
Tennessee

Country:
United States

ZIP+4/Postal Code:
37902

If this address is a private residence, check this box: ☐

Telephone Number:
865-523-8353

Facsimile Number, if any:
865-523-8227

If this office location is also required to be registered with FINRA or a *state securities authority* as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the *CRD* Branch Number here:

How many *employees* perform investment advisory functions from this office location?
5

Are other business activities conducted at this office location? (check all that apply)

- ☐ (1) Broker-dealer (registered or unregistered)
- ☐ (2) Bank (including a separately identifiable department or division of a bank)
- ☐ (3) Insurance broker or agent
- ☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
- ☐ (5) Registered municipal advisor
- ☐ (6) Accountant or accounting firm
- ☐ (7) Lawyer or law firm

Describe any other *investment-related* business activities conducted from this office location:

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest twenty-five offices (in terms of numbers of *employees*).

Number and Street 1:
6501 S. FIDDLERS GREEN CIRCLE

Number and Street 2:
SUITE 100

City:
GREENWOOD VILLAGE

State:
Colorado

Country:
United States

ZIP+4/Postal Code:
80111

If this address is a private residence, check this box: ☐

Telephone Number:
303-831-5196

Facsimile Number, if any:

If this office location is also required to be registered with FINRA or a *state securities authority* as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the *CRD* Branch Number here:

How many *employees* perform investment advisory functions from this office location?
1

Are other business activities conducted at this office location? (check all that apply)

- ☐ (1) Broker-dealer (registered or unregistered)
- ☐ (2) Bank (including a separately identifiable department or division of a bank)
- ☐ (3) Insurance broker or agent
- ☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
- ☐ (5) Registered municipal advisor
- ☐ (6) Accountant or accounting firm
- ☐ (7) Lawyer or law firm

Describe any other *investment-related* business activities conducted from this office location:

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest twenty-five offices (in terms of numbers of *employees*).

Number and Street 1:
601 UNION STREET

Number and Street 2:
SUITE 1000

City:
SEATTLE

State:
Washington

Country:
United States

ZIP+4/Postal Code:
98101-4064

If this address is a private residence, check this box: ☐

Telephone Number:
206-441-6300

Facsimile Number, if any:
877-678-5844

If this office location is also required to be registered with FINRA or a *state securities authority* as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the *CRD* Branch Number here:

How many *employees* perform investment advisory functions from this office location?
5

Are other business activities conducted at this office location? (check all that apply)

☐ (1) Broker-dealer (registered or unregistered)

☐ (2) Bank (including a separately identifiable department or division of a bank)

☐ (3) Insurance broker or agent

☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)

☐ (5) Registered municipal advisor

☐ (6) Accountant or accounting firm

☐ (7) Lawyer or law firm

Describe any other *investment-related* business activities conducted from this office location:

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest twenty-five offices (in terms of numbers of *employees*).

Number and Street 1:
14241 DALLAS PARKWAY

Number and Street 2:
SUITE 700

City:
DALLAS

State:
Texas

Country:
United States

ZIP+4/Postal Code:
75254

If this address is a private residence, check this box: ☐

Telephone Number:
214-443-3158

Facsimile Number, if any:

If this office location is also required to be registered with FINRA or a *state securities authority* as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the *CRD* Branch Number here:

How many *employees* perform investment advisory functions from this office location?
1

Are other business activities conducted at this office location? (check all that apply)

☐ (1) Broker-dealer (registered or unregistered)

☐ (2) Bank (including a separately identifiable department or division of a bank)

☐ (3) Insurance broker or agent

☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)

☐ (5) Registered municipal advisor

☐ (6) Accountant or accounting firm

☐ (7) Lawyer or law firm

Describe any other *investment-related* business activities conducted from this office location:

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest twenty-five offices (in terms of numbers of *employees*).

Number and Street 1:
725 RXR PLAZA - EAST TOWER

Number and Street 2:

City:

State:

Country:

ZIP+4/Postal Code:

UNIONDALE	New York	United States	11556

If this address is a private residence, check this box: ☐

Telephone Number:	Facsimile Number, if any:
5166836100	5166836163

If this office location is also required to be registered with FINRA or a *state securities authority* as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the *CRD* Branch Number here:

How many *employees* perform investment advisory functions from this office location?
2

Are other business activities conducted at this office location? (check all that apply)

- ☐ (1) Broker-dealer (registered or unregistered)
- ☐ (2) Bank (including a separately identifiable department or division of a bank)
- ☑ (3) Insurance broker or agent
- ☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
- ☐ (5) Registered municipal advisor
- ☐ (6) Accountant or accounting firm
- ☐ (7) Lawyer or law firm

Describe any other *investment-related* business activities conducted from this office location:

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest twenty-five offices (in terms of numbers of *employees*).

Number and Street 1:		Number and Street 2:	
9394 WEST DODGE RD.		SUITE 250	
City:	**State:**	**Country:**	**ZIP+4/Postal Code:**
OMAHA	Nebraska	United States	68114

If this address is a private residence, check this box: ☐

Telephone Number:	Facsimile Number, if any:
4024085363	

If this office location is also required to be registered with FINRA or a *state securities authority* as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the *CRD* Branch Number here:

How many *employees* perform investment advisory functions from this office location?
2

Are other business activities conducted at this office location? (check all that apply)

- ☐ (1) Broker-dealer (registered or unregistered)
- ☐ (2) Bank (including a separately identifiable department or division of a bank)
- ☑ (3) Insurance broker or agent
- ☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
- ☐ (5) Registered municipal advisor
- ☐ (6) Accountant or accounting firm
- ☐ (7) Lawyer or law firm

Describe any other *investment-related* business activities conducted from this office location:

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest twenty-five offices (in terms of numbers of *employees*).

Number and Street 1: Number and Street 2:

1001 LAKESIDE AVENUE | SUITE 1200

City:	State:	Country:	ZIP+4/Postal Code:
CLEVELAND	Ohio	United States	44114

If this address is a private residence, check this box: ☐

Telephone Number: 4402877616

Facsimile Number, if any:

If this office location is also required to be registered with FINRA or a *state securities authority* as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the *CRD* Branch Number here:

How many *employees* perform investment advisory functions from this office location?
1

Are other business activities conducted at this office location? (check all that apply)

- ☐ (1) Broker-dealer (registered or unregistered)
- ☐ (2) Bank (including a separately identifiable department or division of a bank)
- ☐ (3) Insurance broker or agent
- ☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
- ☐ (5) Registered municipal advisor
- ☐ (6) Accountant or accounting firm
- ☐ (7) Lawyer or law firm

Describe any other *investment-related* business activities conducted from this office location:

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest twenty-five offices (in terms of numbers of *employees*).

Number and Street 1: 8000 NORMAN CENTER DR

Number and Street 2: SUITE 400

City:	State:	Country:	ZIP+4/Postal Code:
BLOOMINTON	Minnesota	United States	55437

If this address is a private residence, check this box: ☐

Telephone Number: 9523229073

Facsimile Number, if any:

If this office location is also required to be registered with FINRA or a *state securities authority* as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the *CRD* Branch Number here:

How many *employees* perform investment advisory functions from this office location?
3

Are other business activities conducted at this office location? (check all that apply)

- ☑ (1) Broker-dealer (registered or unregistered)
- ☐ (2) Bank (including a separately identifiable department or division of a bank)
- ☑ (3) Insurance broker or agent
- ☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
- ☐ (5) Registered municipal advisor
- ☐ (6) Accountant or accounting firm
- ☐ (7) Lawyer or law firm

Describe any other *investment-related* business activities conducted from this office location:

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest twenty-five offices (in terms of numbers of *employees*).

Number and Street 1:
8042 TABBY LANE

Number and Street 2:

City:
MAITLAND

State:
Florida

Country:
United States

ZIP+4/Postal Code:
32751

If this address is a private residence, check this box: ☐

Telephone Number:
610-619-5617

Facsimile Number, if any:

If this office location is also required to be registered with FINRA or a *state securities authority* as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the *CRD* Branch Number here:

How many *employees* perform investment advisory functions from this office location?
1

Are other business activities conducted at this office location? (check all that apply)

☐ (1) Broker-dealer (registered or unregistered)

☐ (2) Bank (including a separately identifiable department or division of a bank)

☐ (3) Insurance broker or agent

☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)

☐ (5) Registered municipal advisor

☐ (6) Accountant or accounting firm

☐ (7) Lawyer or law firm

Describe any other *investment-related* business activities conducted from this office location:

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest twenty-five offices (in terms of numbers of *employees*).

Number and Street 1:
4370 LA JOLLA VILLAGE DRIVE

Number and Street 2:
SUITE 310

City:
SAN DIEGO

State:
California

Country:
United States

ZIP+4/Postal Code:
92122

If this address is a private residence, check this box: ☐

Telephone Number:
8584779213

Facsimile Number, if any:

If this office location is also required to be registered with FINRA or a *state securities authority* as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the *CRD* Branch Number here:

How many *employees* perform investment advisory functions from this office location?
1

Are other business activities conducted at this office location? (check all that apply)

☐ (1) Broker-dealer (registered or unregistered)

☐ (2) Bank (including a separately identifiable department or division of a bank)

☐ (3) Insurance broker or agent

☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)

☐ (5) Registered municipal advisor

☐ (6) Accountant or accounting firm

☐ (7) Lawyer or law firm

Describe any other *investment-related* business activities conducted from this office location:

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest twenty-five offices (in terms of numbers of *employees*).

Number and Street 1:
180 PARK AVE

Number and Street 2:
1ST FLOOR

City:
FLORHAM PARK

State:
New Jersey

Country:
United States

ZIP+4/Postal Code:
07932

If this address is a private residence, check this box: ☐

Telephone Number:
571-369-5128

Facsimile Number, if any:

If this office location is also required to be registered with FINRA or a *state securities authority* as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the *CRD* Branch Number here:

How many *employees* perform investment advisory functions from this office location?
1

Are other business activities conducted at this office location? (check all that apply)

☐ (1) Broker-dealer (registered or unregistered)

☐ (2) Bank (including a separately identifiable department or division of a bank)

☐ (3) Insurance broker or agent

☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)

☐ (5) Registered municipal advisor

☐ (6) Accountant or accounting firm

☐ (7) Lawyer or law firm

Describe any other *investment-related* business activities conducted from this office location:

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest twenty-five offices (in terms of numbers of *employees*).

Number and Street 1:
7000 LINCOLN DR. E

Number and Street 2:

City:
MARLTON

State:
New Jersey

Country:
United States

ZIP+4/Postal Code:
08053

If this address is a private residence, check this box: ☐

Telephone Number:
(856) 533-568

Facsimile Number, if any:

If this office location is also required to be registered with FINRA or a *state securities authority* as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the *CRD* Branch Number here:

How many *employees* perform investment advisory functions from this office location?
1

Are other business activities conducted at this office location? (check all that apply)

☐ (1) Broker-dealer (registered or unregistered)

☐ (2) Bank (including a separately identifiable department or division of a bank)

☑ (3) Insurance broker or agent

☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)

☐ (5) Registered municipal advisor

☐ (6) Accountant or accounting firm

☐ (7) Lawyer or law firm

Describe any other *investment-related* business activities conducted from this office location:

SECTION 1.I. Website Addresses

List your website addresses, including addresses for accounts on publicly available social media platforms where you control the content (including, but not limited to, Twitter, Facebook and/or LinkedIn). You must complete a separate Schedule D Section 1.I. for each website or account on a publicly available social media platform.

Address of Website/Account on Publicly Available Social Media Platform: https://www.usicg.com/retirement-plan-services/investment-advisory/

Address of Website/Account on Publicly Available Social Media Platform: HTTP://WWW.USIADVISORSINC.COM/

SECTION 1.L. Location of Books and Records

Complete the following information for each location at which you keep your books and records, other than your *principal office and place of business*. You must complete a separate Schedule D, Section 1.L. for each location.

Name of entity where books and records are kept:
IRON MOUNTAIN

Number and Street 1:		Number and Street 2:	
1100 KENNEDY RD.			
City:	State:	Country:	ZIP+4/Postal Code:
WINDSOR	Connecticut	United States	06095

If this address is a private residence, check this box: ☐

Telephone Number:	Facsimile number, if any:
800-327-8345	

This is (check one):

- ○ one of your branch offices or affiliates.
- ○ a third-party unaffiliated recordkeeper.
- ◉ other.

Briefly describe the books and records kept at this location.
TERMINATED CLIENT FILES AND PERSONAL SECURITIES TRANSACTION FILES.

SECTION 1.M. Registration with Foreign Financial Regulatory Authorities

No Information Filed

Item 2 SEC Registration/Reporting

Responses to this Item help us (and you) determine whether you are eligible to register with the SEC. Complete this Item 2.A. only if you are applying for SEC registration or submitting an *annual updating amendment* to your SEC registration. If you are filing an *umbrella registration*, the information in Item 2 should be provided for the *filing adviser* only.

A. To register (or remain registered) with the SEC, you must check **at least one** of the Items 2.A.(1) through 2.A.(12), below. If you are submitting an *annual updating amendment* to your SEC registration and you are no longer eligible to register with the SEC, check Item 2.A.(13). Part 1A Instruction 2 provides information to help you determine whether you may affirmatively respond to each of these items.

You (the adviser):

☑ (1) are a **large advisory firm** that either:

(a) has regulatory assets under management of $100 million (in U.S. dollars) or more; or

(b) has regulatory assets under management of $90 million (in U.S. dollars) or more at the time of filing its most recent *annual updating amendment* and is registered with the SEC;

☐ (2) are a **mid-sized advisory firm** that has regulatory assets under management of $25 million (in U.S. dollars) or more but less than $100 million (in U.S. dollars) and you are either:

(a) not required to be registered as an adviser with the *state securities authority* of the state where you maintain your *principal office and place of business*; or

(b) not subject to examination by the *state securities authority* of the state where you maintain your *principal office and place of business*;

*Click **HERE** for a list of states in which an investment adviser, if registered, would not be subject to examination by the state securities authority.*

(3) Reserved

☐ (4) have your *principal office and place of business* **outside the United States**;

☐ (5) are **an investment adviser (or subadviser) to an investment company** registered under the Investment Company Act of 1940;

☐ (6) are **an investment adviser to a company which has elected to be a business development company** pursuant to section 54 of the Investment Company Act of 1940 and has not withdrawn the election, and you have at least $25 million of regulatory assets under management;

☑ (7) are a **pension consultant** with respect to assets of plans having an aggregate value of at least $200,000,000 that qualifies for the exemption in rule 203A-2(a);

☐ (8) are a **related adviser** under rule 203A-2(b) that *controls*, is *controlled* by, or is under common *control* with, an investment adviser that is registered with the SEC, and your *principal office and place of business* is the same as the registered adviser;

If you check this box, complete Section 2.A.(8) of Schedule D.

☐ (9) are an **adviser** relying on rule 203A-2(c) because you **expect to be eligible for SEC registration within 120 days;**

If you check this box, complete Section 2.A.(9) of Schedule D.

☐ (10) are a **multi-state adviser** that is required to register in 15 or more states and is relying on rule 203A-2(d);

If you check this box, complete Section 2.A.(10) of Schedule D.

☐ (11) are an **Internet adviser** relying on rule 203A-2(e);

If you check this box, complete Section 2.A.(11) of Schedule D.

☐ (12) have **received an SEC order** exempting you from the prohibition against registration with the SEC;

If you check this box, complete Section 2.A.(12) of Schedule D.

☐ (13) are **no longer eligible** to remain registered with the SEC.

State Securities Authority Notice Filings **and State Reporting by** ***Exempt Reporting Advisers***

C. Under state laws, SEC-registered advisers may be required to provide to *state securities authorities* a copy of the Form ADV and any amendments they file with the SEC. These are called *notice filings*. In addition, *exempt reporting advisers* may be required to provide *state securities authorities* with a copy of reports and any amendments they file with the SEC. If this is an initial application or report, check the box(es) next to the state(s) that you would like to receive notice of this and all subsequent filings or reports you submit to the SEC. If this is an amendment to direct your *notice filings* or reports to additional state(s), check the box(es) next to the state(s) that you would like to receive notice of this and all subsequent filings or reports you submit to the SEC. If this is an amendment to your registration to stop your *notice filings* or reports from going to state(s) that currently receive them, uncheck the box(es) next to those state(s).

Jurisdictions

☑ AL	☑ IL	☑ NE	☑ SC
☑ AK	☑ IN	☑ NV	☑ SD
☑ AZ	☑ IA	☑ NH	☑ TN
☑ AR	☑ KS	☑ NJ	☑ TX
☑ CA	☑ KY	☐ NM	☑ UT
☑ CO	☑ LA	☑ NY	☑ VT
☑ CT	☑ ME	☑ NC	☐ VI
☑ DE	☑ MD	☑ ND	☑ VA
☑ DC	☑ MA	☑ OH	☑ WA
☑ FL	☑ MI	☑ OK	☑ WV
☑ GA	☑ MN	☑ OR	☑ WI
☐ GU	☑ MS	☑ PA	☐ WY
☑ HI	☑ MO	☐ PR	
☑ ID	☑ MT	☑ RI	

If you are amending your registration to stop your notice filings or reports from going to a state that currently receives them and you do not want to pay that state's notice filing or report filing fee for the coming year, your amendment must be filed before the end of the year (December 31).

SECTION 2.A.(8) Related Adviser

If you are relying on the exemption in rule 203A-2(b) from the prohibition on registration because you *control*, are *controlled* by, or are under common *control* with an investment adviser that is registered with the SEC and your *principal office and place of business* is the same as that of the registered adviser, provide the following information:

Name of Registered Investment Adviser

CRD Number of Registered Investment Adviser

SEC Number of Registered Investment Adviser
-

SECTION 2.A.(9) Investment Adviser Expecting to be Eligible for Commission Registration within 120 Days

If you are relying on rule 203A-2(c), the exemption from the prohibition on registration available to an adviser that expects to be eligible for SEC registration within 120 days, you are required to make certain representations about your eligibility for SEC registration. By checking the appropriate boxes, you will be deemed to have made the required representations. You must make both of these representations:

☐ I am not registered or required to be registered with the SEC or a *state securities authority* and I have a reasonable expectation that I will be eligible to register with the SEC within 120 days after the date my registration with the SEC becomes effective.

☐ I undertake to withdraw from SEC registration if, on the 120th day after my registration with the SEC becomes effective, I would be prohibited by Section 203A(a) of the Advisers Act from registering with the SEC.

SECTION 2.A.(10) Multi-State Adviser

If you are relying on rule 203A-2(d), the multi-state adviser exemption from the prohibition on registration, you are required to make certain representations about your eligibility for SEC registration. By checking the appropriate boxes, you will be deemed to have made the required representations.

If you are applying for registration as an investment adviser with the SEC, you must make both of these representations:

☐ I have reviewed the applicable state and federal laws and have concluded that I am required by the laws of 15 or more states to register as an investment adviser with the *state securities authorities* in those states.

☐ I undertake to withdraw from SEC registration if I file an amendment to this registration indicating that I would be required by the laws of fewer than 15 states to register as an investment adviser with the *state securities authorities* of those states.

If you are submitting your *annual updating amendment*, you must make this representation:

☐ Within 90 days prior to the date of filing this amendment, I have reviewed the applicable state and federal laws and have concluded that I am required by the laws of at least 15 states to register as an investment adviser with the *state securities authorities* in those states.

SECTION 2.A.(11) Internet Adviser

If you are relying on rule 203A-2(e), the Internet adviser exemption from the prohibition on registration, you are required to make a representation about your eligibility for SEC registration. By checking the appropriate box, you will be deemed to have made the required representation.

If you are applying for registration as an investment adviser with the SEC or changing your existing Item 2 response regarding your eligibility for SEC registration, you must make this representation:

☐ I will provide investment advice on an ongoing basis to more than one client exclusively through an *operational interactive website*.

If you are filing an annual updating amendment to your existing registration and are continuing to rely on the Internet adviser exemption for SEC registration, you must make this representation:

☐ I have provided and will continue to provide investment advice on an ongoing basis to more than one client exclusively through an *operational interactive website*.

SECTION 2.A.(12) SEC Exemptive *Order*

If you are relying upon an SEC *order* exempting you from the prohibition on registration, provide the following information:

Application Number:

803-

Date of *order*:

Item 3 Form of Organization

If you are filing an *umbrella registration*, the information in Item 3 should be provided for the *filing adviser* only.

A. How are you organized?

- ◉ Corporation
- ○ Sole Proprietorship
- ○ Limited Liability Partnership (LLP)
- ○ Partnership
- ○ Limited Liability Company (LLC)

- ○ Limited Partnership (LP)
- ○ Other (specify):

If you are changing your response to this Item, see Part 1A Instruction 4.

B. In what month does your fiscal year end each year?
DECEMBER

C. Under the laws of what state or country are you organized?

State	Country
Connecticut	United States

If you are a partnership, provide the name of the state or country under whose laws your partnership was formed. If you are a sole proprietor, provide the name of the state or country where you reside.

If you are changing your response to this Item, see Part 1A Instruction 4.

Item 4 Successions

		Yes	No
A.	Are you, at the time of this filing, succeeding to the business of a registered investment adviser, including, for example, a change of your structure or legal status (e.g., form of organization or state of incorporation)?	○	◉

If "yes", complete Item 4.B. and Section 4 of Schedule D.

B. Date of Succession: (MM/DD/YYYY)

If you have already reported this succession on a previous Form ADV filing, do not report the succession again. Instead, check "No." See Part 1A Instruction 4.

SECTION 4 Successions

No Information Filed

Item 5 Information About Your Advisory Business - Employees, Clients, and Compensation

Responses to this Item help us understand your business, assist us in preparing for on-site examinations, and provide us with data we use when making regulatory policy. Part 1A Instruction 5.a. provides additional guidance to newly formed advisers for completing this Item 5.

Employees

If you are organized as a sole proprietorship, include yourself as an employee in your responses to Item 5.A. and Items 5.B.(1), (2), (3), (4), and (5). If an employee performs more than one function, you should count that employee in each of your responses to Items 5.B.(1), (2), (3), (4), and (5).

A. Approximately how many *employees* do you have? Include full- and part-time *employees* but do not include any clerical workers.
75

B. (1) Approximately how many of the *employees* reported in 5.A. perform investment advisory functions (including research)?
42

(2) Approximately how many of the *employees* reported in 5.A. are registered representatives of a broker-dealer?
30

(3) Approximately how many of the *employees* reported in 5.A. are registered with one or more *state securities authorities* as *investment adviser representatives*?
71

(4) Approximately how many of the *employees* reported in 5.A. are registered with one or more *state securities authorities* as *investment adviser representatives* for an investment adviser other than you?
2

(5) Approximately how many of the *employees* reported in 5.A. are licensed agents of an insurance company or agency?
35

(6) Approximately how many firms or other *persons* solicit advisory *clients* on your behalf?
2

In your response to Item 5.B.(6), do not count any of your employees and count a firm only once – do not count each of the firm's employees that solicit on

your behalf.

Clients

In your responses to Items 5.C. and 5.D. do not include as "clients" the investors in a private fund you advise, unless you have a separate advisory relationship with those investors.

C. (1) To approximately how many *clients* for whom you do not have regulatory assets under management did you provide investment advisory services during your most recently completed fiscal year?

0

(2) Approximately what percentage of your *clients* are non-*United States persons*?

0%

D. *For purposes of this Item 5.D., the category "individuals" includes trusts, estates, and 401(k) plans and IRAs of individuals and their family members, but does not include businesses organized as sole proprietorships.*
The category "business development companies" consists of companies that have made an election pursuant to section 54 of the Investment Company Act of 1940. Unless you provide advisory services pursuant to an investment advisory contract to an investment company registered under the Investment Company Act of 1940, do not answer (1)(d) or (3)(d) below.

Indicate the approximate number of your *clients* and amount of your total regulatory assets under management (reported in Item 5.F. below) attributable to each of the following type of *client*. If you have fewer than 5 *clients* in a particular category (other than (d), (e), and (f)) you may check Item 5.D.(2) rather than respond to Item 5.D.(1).

The aggregate amount of regulatory assets under management reported in Item 5.D.(3) should equal the total amount of regulatory assets under management reported in Item 5.F.(2)(c) below.

If a *client* fits into more than one category, select one category that most accurately represents the *client* to avoid double counting *clients* and assets. If you advise a registered investment company, business development company, or pooled investment vehicle, report those assets in categories (d), (e), and (f) as applicable.

Type of *Client*	(1) Number of *Client(s)*	(2) Fewer than 5 *Clients*	(3) Amount of Regulatory Assets under Management
(a) Individuals (other than *high net worth individuals*)		☐	$
(b) *High net worth individuals*		☐	$
(c) Banking or thrift institutions	18	☐	$ 466,882,586
(d) Investment companies	3		$ 37,982,258
(e) Business development companies			$
(f) Pooled investment vehicles (other than investment companies and business development companies)			$
(g) Pension and profit sharing plans (but not the plan participants or government pension plans)	928	☐	$ 31,192,497,959
(h) Charitable organizations	75	☐	$ 1,627,811,135
(i) State or municipal *government entities* (including government pension plans)	102	☐	$ 2,935,506,546
(j) Other investment advisers		☐	$
(k) Insurance companies		☑	$ 42,089,757
(l) Sovereign wealth funds and foreign official institutions		☑	$ 27,613,760
(m) Corporations or other businesses not listed above	217	☐	$ 5,287,677,376
(n) Other:		☐	$

Compensation Arrangements

E. You are compensated for your investment advisory services by (check all that apply):

- ☑ (1) A percentage of assets under your management
- ☑ (2) Hourly charges
- ☐ (3) Subscription fees (for a newsletter or periodical)
- ☑ (4) Fixed fees (other than subscription fees)
- ☑ (5) Commissions
- ☐ (6) *Performance-based fees*
- ☐ (7) Other (specify):

Item 5 Information About Your Advisory Business - Regulatory Assets Under Management

Regulatory Assets Under Management

	Yes	No
F. (1) Do you provide continuous and regular supervisory or management services to securities portfolios?	◉	○

(2) If yes, what is the amount of your regulatory assets under management and total number of accounts?

		U.S. Dollar Amount		Total Number of Accounts
Discretionary:	(a)	$ 1,176,137,305	(d)	104
Non-Discretionary:	(b)	$ 40,441,924,072	(e)	1,244
Total:	(c)	$ 41,618,061,377	(f)	1,348

Part 1A Instruction 5.b. explains how to calculate your regulatory assets under management. You must follow these instructions carefully when completing this Item.

(3) What is the approximate amount of your total regulatory assets under management (reported in Item 5.F.(2)(c) above) attributable to *clients* who are non-*United States persons*?

$ 0

Item 5 Information About Your Advisory Business - Advisory Activities

Advisory Activities

G. What type(s) of advisory services do you provide? Check all that apply.

- ☐ (1) Financial planning services
- ☐ (2) Portfolio management for individuals and/or small businesses
- ☐ (3) Portfolio management for investment companies (as well as "business development companies" that have made an election pursuant to section 54 of the Investment Company Act of 1940)
- ☐ (4) Portfolio management for pooled investment vehicles (other than investment companies)
- ☑ (5) Portfolio management for businesses (other than small businesses) or institutional *clients* (other than registered investment companies and other pooled investment vehicles)
- ☑ (6) Pension consulting services
- ☑ (7) Selection of other advisers (including *private fund* managers)
- ☐ (8) Publication of periodicals or newsletters
- ☐ (9) Security ratings or pricing services
- ☐ (10) Market timing services
- ☐ (11) Educational seminars/workshops
- ☑ (12) Other(specify): SEMINARS AND CONSULTATIONS

Do not check Item 5.G.(3) unless you provide advisory services pursuant to an investment advisory contract to an investment company registered under the Investment Company Act of 1940, including as a subadviser. If you check Item 5.G.(3), report the 811 or 814 number of the investment company or investment companies to which you provide advice in Section 5.G.(3) of Schedule D.

H. If you provide financial planning services, to how many *clients* did you provide these services during your last fiscal year?

- ○ 0
- ○ 1 - 10
- ○ 11 - 25
- ○ 26 - 50
- ○ 51 - 100
- ○ 101 - 250
- ○ 251 - 500
- ○ More than 500

  If more than 500, how many?
  (round to the nearest 500)

In your responses to this Item 5.H., do not include as "clients" the investors in a private fund you advise, unless you have a separate advisory relationship with those investors.

		Yes	No
I.	(1) Do you participate in a *wrap fee program*?	○	◉

(2) If you participate in a *wrap fee program*, what is the amount of your regulatory assets under management attributable to acting as:

(a) *sponsor* to a *wrap fee program*
$

(b) portfolio manager for a *wrap fee program*?
$

(c) *sponsor* to and portfolio manager for the same *wrap fee program*?
$

If you report an amount in Item 5.I.(2)(c), do not report that amount in Item 5.I.(2)(a) or Item 5.I.(2)(b).

If you are a portfolio manager for a wrap fee program, list the names of the programs, their sponsors and related information in Section 5.I.(2) of Schedule D.

If your involvement in a wrap fee program is limited to recommending wrap fee programs to your clients, or you advise a mutual fund that is offered through a wrap fee program, do not check Item 5.I.(1) or enter any amounts in response to Item 5.I.(2).

	Yes	No
J. (1) In response to Item 4.B. of Part 2A of Form ADV, do you indicate that you provide investment advice only with respect to limited types of investments?	◉	○
(2) Do you report *client* assets in Item 4.E. of Part 2A that are computed using a different method than the method used to compute your regulatory assets under management?	○	◉

K. Separately Managed Account *Clients*

	Yes	No
(1) Do you have regulatory assets under management attributable to *clients* other than those listed in Item 5.D.(3)(d)-(f) (separately managed account *clients*)? *If yes, complete Section 5.K.(1) of Schedule D.*	◉	○
(2) Do you engage in borrowing transactions on behalf of any of the separately managed account *clients* that you advise? *If yes, complete Section 5.K.(2) of Schedule D.*	○	◉
(3) Do you engage in derivative transactions on behalf of any of the separately managed account *clients* that you advise? *If yes, complete Section 5.K.(2) of Schedule D.*	○	◉
(4) After subtracting the amounts in Item 5.D.(3)(d)-(f) above from your total regulatory assets under management, does any custodian hold ten percent or more of this remaining amount of regulatory assets under management? *If yes, complete Section 5.K.(3) of Schedule D for each custodian.*	◉	○

L. Marketing Activities

	Yes	No
(1) Do any of your *advertisements* include:		
(a) Performance results?	○	◉
(b) A reference to specific investment advice provided by you (as that phrase is used in rule 206(4)-1(a)(5))?	○	◉
(c) *Testimonials* (other than those that satisfy rule 206(4)-1(b)(4)(ii))?	○	◉
(d) *Endorsements* (other than those that satisfy rule 206(4)-1(b)(4)(ii))?	○	◉
(e) *Third-party ratings*?	○	◉
(2) If you answer "yes" to L(1)(c), (d), or (e) above, do you pay or otherwise provide cash or non-cash compensation, directly or indirectly, in connection with the use of *testimonials*, *endorsements*, or *third-party ratings*?	○	◉
(3) Do any of your *advertisements* include *hypothetical performance* ?	○	◉
(4) Do any of your *advertisements* include *predecessor performance* ?	○	◉

SECTION 5.G.(3) Advisers to Registered Investment Companies and Business Development Companies

No Information Filed

SECTION 5.I.(2) *Wrap Fee Programs*

No Information Filed

SECTION 5.K.(1) Separately Managed Accounts

After subtracting the amounts reported in Item 5.D.(3)(d)-(f) from your total regulatory assets under management, indicate the approximate percentage of this remaining amount attributable to each of the following categories of assets. If the remaining amount is at least $10 billion in regulatory assets under management, complete Question (a). If the remaining amount is less than $10 billion in regulatory assets under management, complete Question (b).

Any regulatory assets under management reported in Item 5.D.(3)(d), (e), and (f) should not be reported below.

If you are a subadviser to a separately managed account, you should only provide information with respect to the portion of the account that you

subadvise.

End of year refers to the date used to calculate your regulatory assets under management for purposes of your *annual updating amendment* . Mid-year is the date six months before the end of year date. Each column should add up to 100% and numbers should be rounded to the nearest percent.

Investments in derivatives, registered investment companies, business development companies, and pooled investment vehicles should be reported in those categories. Do not report those investments based on related or underlying portfolio assets. Cash equivalents include bank deposits, certificates of deposit, bankers' acceptances and similar bank instruments.

Some assets could be classified into more than one category or require discretion about which category applies. You may use your own internal methodologies and the conventions of your service providers in determining how to categorize assets, so long as the methodologies or conventions are consistently applied and consistent with information you report internally and to current and prospective clients. However, you should not double count assets, and your responses must be consistent with any instructions or other guidance relating to this Section.

(a)

Asset Type	Mid-year	End of year
(i) Exchange-Traded Equity Securities	0 %	0 %
(ii) Non Exchange-Traded Equity Securities	0 %	0 %
(iii) U.S. Government/Agency Bonds	0 %	0 %
(iv) U.S. State and Local Bonds	0 %	0 %
(v) *Sovereign Bonds*	0 %	0 %
(vi) Investment Grade Corporate Bonds	0 %	0 %
(vii) Non-Investment Grade Corporate Bonds	0 %	0 %
(viii) Derivatives	0 %	0 %
(ix) Securities Issued by Registered Investment Companies or Business Development Companies	84 %	85 %
(x) Securities Issued by Pooled Investment Vehicles (other than Registered Investment Companies or Business Development Companies)	0 %	0 %
(xi) Cash and Cash Equivalents	1 %	1 %
(xii) Other	15 %	14 %

Generally describe any assets included in "Other"
STABLE VALUES, CITS, SEPARATE ACCOUNTS

(b)

Asset Type	End of year
(i) Exchange-Traded Equity Securities	%
(ii) Non Exchange-Traded Equity Securities	%
(iii) U.S. Government/Agency Bonds	%
(iv) U.S. State and Local Bonds	%
(v) *Sovereign Bonds*	%
(vi) Investment Grade Corporate Bonds	%
(vii) Non-Investment Grade Corporate Bonds	%
(viii) Derivatives	%
(ix) Securities Issued by Registered Investment Companies or Business Development Companies	%
(x) Securities Issued by Pooled Investment Vehicles (other than Registered Investment Companies or Business Development Companies)	%
(xi) Cash and Cash Equivalents	%
(xii) Other	%

Generally describe any assets included in "Other"

SECTION 5.K.(2) Separately Managed Accounts - Use of *Borrowings* and Derivatives

☑ **No information is required to be reported in this Section 5.K.(2) per the instructions of this Section 5.K.(2)**

If your regulatory assets under management attributable to separately managed accounts are at least $10 billion, you should complete Question (a). If your regulatory assets under management attributable to separately managed accounts are at least $500 million but less than $10 billion, you should complete Question (b).

(a) In the table below, provide the following information regarding the separately managed accounts you advise. If you are a subadviser to a separately managed account, you should only provide information with respect to the portion of the account that you subadvise. End of year refers to the date used to calculate your regulatory assets under management for purposes of your *annual updating amendment*. Mid-year is the date six months before the end of year date.

In column 1, indicate the regulatory assets under management attributable to separately managed accounts associated with each level of gross notional exposure. For purposes of this table, the gross notional exposure of an account is the percentage obtained by dividing (i) the sum of (a) the dollar amount of any *borrowings* and (b) the *gross notional value* of all derivatives, by (ii) the regulatory assets under management of the account.

In column 2, provide the dollar amount of *borrowings* for the accounts included in column 1.

In column 3, provide aggregate *gross notional value* of derivatives divided by the aggregate regulatory assets under management of the accounts included in column 1 with respect to each category of derivatives specified in 3(a) through (f).

You may, but are not required to, complete the table with respect to any separately managed account with regulatory assets under management of less than $10,000,000.

Any regulatory assets under management reported in Item 5.D.(3)(d), (e), and (f) should not be reported below.

(i) Mid-Year

Gross Notional Exposure	**(1) Regulatory Assets Under Management**	**(2) *Borrowings***	**(3) Derivative Exposures**					
			(a) *Interest Rate Derivative*	**(b) *Foreign Exchange Derivative***	**(c) *Credit Derivative***	**(d) *Equity Derivative***	**(e) *Commodity Derivative***	**(f) *Other Derivative***
Less than 10%	$	$	%	%	%	%	%	%
10-149%	$	$	%	%	%	%	%	%
150% or more	$	$	%	%	%	%	%	%

Optional: Use the space below to provide a narrative description of the strategies and/or manner in which *borrowings* and derivatives are used in the management of the separately managed accounts that you advise.

(ii) End of Year

Gross Notional Exposure	**(1) Regulatory Assets Under Management**	**(2) *Borrowings***	**(3) Derivative Exposures**					
			(a) *Interest Rate Derivative*	**(b) *Foreign Exchange Derivative***	**(c) *Credit Derivative***	**(d) *Equity Derivative***	**(e) *Commodity Derivative***	**(f) *Other Derivative***
Less than 10%	$	$	%	%	%	%	%	%
10-149%	$	$	%	%	%	%	%	%
150% or more	$	$	%	%	%	%	%	%

Optional: Use the space below to provide a narrative description of the strategies and/or manner in which *borrowings* and derivatives are used in the management of the separately managed accounts that you advise.

(b) In the table below, provide the following information regarding the separately managed accounts you advise as of the date used to calculate your regulatory assets under management for purposes of your *annual updating amendment*. If you are a subadviser to a separately managed account, you should only provide information with respect to the portion of the account that you subadvise.

In column 1, indicate the regulatory assets under management attributable to separately managed accounts associated with each level of gross notional exposure. For purposes of this table, the gross notional exposure of an account is the percentage obtained by dividing (i) the sum of (a) the dollar amount of any *borrowings* and (b) the *gross notional value* of all derivatives, by (ii) the regulatory assets under management of the account.

In column 2, provide the dollar amount of *borrowings* for the accounts included in column 1.

You may, but are not required to, complete the table with respect to any separately managed accounts with regulatory assets under management of less than $10,000,000.

Any regulatory assets under management reported in Item 5.D.(3)(d), (e), and (f) should not be reported below.

Gross Notional Exposure	**(1) Regulatory Assets Under Management**	**(2) *Borrowings***
Less than 10%	$	$
10-149%	$	$
150% or more	$	$

Optional: Use the space below to provide a narrative description of the strategies and/or manner in which *borrowings* and derivatives are used in the management of the separately managed accounts that you advise.

SECTION 5.K.(3) Custodians for Separately Managed Accounts

Complete a separate Schedule D Section 5.K.(3) for each custodian that holds ten percent or more of your aggregate separately managed account regulatory assets under management.

(a) Legal name of custodian:

CHARLES SCHWAB BANK

(b) Primary business name of custodian:

CHARLES SCHWAB BANK

(c) The location(s) of the custodian's office(s) responsible for *custody* of the assets :

City:	State:	Country:
SAN FRANCISCO	California	United States

	Yes	No
(d) Is the custodian a *related person* of your firm?	○	◉

(e) If the custodian is a broker-dealer, provide its SEC registration number (if any)

-

(f) If the custodian is not a broker-dealer, or is a broker-dealer but does not have an SEC registration number, provide its *legal entity identifier* (if any)

42-1558009

(g) What amount of your regulatory assets under management attributable to separately managed accounts is held at the custodian?

$ 10,665,763,823

(a) Legal name of custodian:

FIDELITY BROKERAGE SERVICES LLC

(b) Primary business name of custodian:

FIDELITY BROKERAGE SERVICES LLC

(c) The location(s) of the custodian's office(s) responsible for *custody* of the assets :

City:	State:	Country:
SMITHFIELD	Rhode Island	United States

	Yes	No
(d) Is the custodian a *related person* of your firm?	○	◉

(e) If the custodian is a broker-dealer, provide its SEC registration number (if any)

8 - 23292

(f) If the custodian is not a broker-dealer, or is a broker-dealer but does not have an SEC registration number, provide its *legal entity identifier* (if any)

(g) What amount of your regulatory assets under management attributable to separately managed accounts is held at the custodian?

$ 10,337,249,926

(a) Legal name of custodian:

EMPOWER RETIREMENT, LLC

(b) Primary business name of custodian:

EMPOWER RETIREMENT, LLC

(c) The location(s) of the custodian's office(s) responsible for *custody* of the assets :

City:	State:	Country:
GREENWOOD VILLAGE	Colorado	United States

	Yes	No
(d) Is the custodian a *related person* of your firm?	○	◉

(e) If the custodian is a broker-dealer, provide its SEC registration number (if any)

-

(f) If the custodian is not a broker-dealer, or is a broker-dealer but does not have an SEC registration number, provide its *legal entity identifier* (if any)

(g) What amount of your regulatory assets under management attributable to separately managed accounts is held at the custodian?

$ 5,040,648,071

Item 6 Other Business Activities

In this Item, we request information about your firm's other business activities.

A. You are actively engaged in business as a (check all that apply):

- ☐ (1) broker-dealer (registered or unregistered)
- ☐ (2) registered representative of a broker-dealer
- ☐ (3) commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
- ☐ (4) futures commission merchant
- ☐ (5) real estate broker, dealer, or agent
- ☐ (6) insurance broker or agent
- ☐ (7) bank (including a separately identifiable department or division of a bank)
- ☐ (8) trust company
- ☐ (9) registered municipal advisor
- ☐ (10) registered security-based swap dealer
- ☐ (11) major security-based swap participant
- ☐ (12) accountant or accounting firm
- ☐ (13) lawyer or law firm
- ☐ (14) other financial product salesperson (specify):

If you engage in other business using a name that is different from the names reported in Items 1.A. or 1.B.(1), complete Section 6.A. of Schedule D.

		Yes	No
B. (1)	Are you actively engaged in any other business not listed in Item 6.A. (other than giving investment advice)?	○	◉
(2)	If yes, is this other business your primary business?	○	○

If "yes," describe this other business on Section 6.B.(2) of Schedule D, and if you engage in this business under a different name, provide that name.

		Yes	No
(3)	Do you sell products or provide services other than investment advice to your advisory *clients*?	◉	○

If "yes," describe this other business on Section 6.B.(3) of Schedule D, and if you engage in this business under a different name, provide that name.

SECTION 6.A. Names of Your Other Businesses

No Information Filed

SECTION 6.B.(2) Description of Primary Business

Describe your primary business (not your investment advisory business):

If you engage in that business under a different name, provide that name:

SECTION 6.B.(3) Description of Other Products and Services

Describe other products or services you sell to your *client*. You may omit products and services that you listed in Section 6.B.(2) above.
CERTAIN SUPERVISED PERSONS ARE REGISTERED REPRESENTATIVES OF AN AFFILIATED BROKER DEALER, USI SECURITIES, INC. AND/OR AN INSURANCE AGENT OF USI CONSULTING GROUP THE GENERAL INSURANCE AGENCY.

If you engage in that business under a different name, provide that name:

Item 7 Financial Industry Affiliations

In this Item, we request information about your financial industry affiliations and activities. This information identifies areas in which conflicts of interest may occur between you and your *clients*.

A. This part of Item 7 requires you to provide information about you and your *related persons*, including foreign affiliates. Your *related persons* are all of your *advisory affiliates* and any *person* that is under common *control* with you.

You have a *related person* that is a (check all that apply):

- ☑ (1) broker-dealer, municipal securities dealer, or government securities broker or dealer (registered or unregistered)
- ☑ (2) other investment adviser (including financial planners)
- ☐ (3) registered municipal advisor
- ☐ (4) registered security-based swap dealer
- ☐ (5) major security-based swap participant
- ☐ (6) commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
- ☐ (7) futures commission merchant
- ☐ (8) banking or thrift institution
- ☐ (9) trust company
- ☐ (10) accountant or accounting firm

- ☐ (11) lawyer or law firm
- ☑ (12) insurance company or agency
- ☑ (13) pension consultant
- ☐ (14) real estate broker or dealer
- ☐ (15) sponsor or syndicator of limited partnerships (or equivalent), excluding pooled investment vehicles
- ☐ (16) sponsor, general partner, managing member (or equivalent) of pooled investment vehicles

Note that Item 7.A. should not be used to disclose that some of your employees perform investment advisory functions or are registered representatives of a broker-dealer. The number of your firm's employees who perform investment advisory functions should be disclosed under Item 5.B.(1). The number of your firm's employees who are registered representatives of a broker-dealer should be disclosed under Item 5.B.(2).

Note that if you are filing an umbrella registration, you should not check Item 7.A.(2) with respect to your relying advisers, and you do not have to complete Section 7.A. in Schedule D for your relying advisers. You should complete a Schedule R for each relying adviser.

For each related person, including foreign affiliates that may not be registered or required to be registered in the United States, complete Section 7.A. of Schedule D.

You do not need to complete Section 7.A. of Schedule D for any related person if: (1) you have no business dealings with the related person in connection with advisory services you provide to your clients; (2) you do not conduct shared operations with the related person; (3) you do not refer clients or business to the related person, and the related person does not refer prospective clients or business to you; (4) you do not share supervised persons or premises with the related person; and (5) you have no reason to believe that your relationship with the related person otherwise creates a conflict of interest with your clients.

You must complete Section 7.A. of Schedule D for each related person acting as qualified custodian in connection with advisory services you provide to your clients (other than any mutual fund transfer agent pursuant to rule 206(4)-2(b)(1)), regardless of whether you have determined the related person to be operationally independent under rule 206(4)-2 of the Advisers Act.

SECTION 7.A. Financial Industry Affiliations

Complete a separate Schedule D Section 7.A. for each *related person* listed in Item 7.A.

1. Legal Name of *Related Person*:
   USI SECURITIES, INC.

2. Primary Business Name of *Related Person*:
   USI SECURITIES, INC.

3. *Related Person's* SEC File Number (if any) (e.g., 801-, 8-, 866-, 802-)
   801 - 56578
   or
   Other

4. *Related Person's*
   (a) *CRD* Number (if any):
   43793
   (b) CIK Number(s) (if any):
   No Information Filed

5. *Related Person* is: (check all that apply)
   - (a) ☑ broker-dealer, municipal securities dealer, or government securities broker or dealer
   - (b) ☑ other investment adviser (including financial planners)
   - (c) ☐ registered municipal advisor
   - (d) ☐ registered security-based swap dealer
   - (e) ☐ major security-based swap participant
   - (f) ☐ commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
   - (g) ☐ futures commission merchant
   - (h) ☐ banking or thrift institution
   - (i) ☐ trust company
   - (j) ☐ accountant or accounting firm
   - (k) ☐ lawyer or law firm
   - (l) ☑ insurance company or agency
   - (m) ☐ pension consultant
   - (n) ☐ real estate broker or dealer
   - (o) ☐ sponsor or syndicator of limited partnerships (or equivalent), excluding pooled investment vehicles
   - (p) ☐ sponsor, general partner, managing member (or equivalent) of pooled investment vehicles

	Yes	No
6. Do you *control* or are you *controlled* by the *related person*?	○	◉
7. Are you and the *related person* under common *control*?	◉	○

			Yes	No
8.	(a)	Does the *related person* act as a qualified custodian for your *clients* in connection with advisory services you provide to *clients*?	○	◉
	(b)	If you are registering or registered with the SEC and you have answered "yes," to question 8.(a) above, have you overcome the presumption that you are not operationally independent (pursuant to rule 206(4)-2(d)(5)) from the *related person* and thus are not required to obtain a surprise examination for your *clients'* funds or securities that are maintained at the *related person*?	○	○

(c) If you have answered "yes" to question 8.(a) above, provide the location of the *related person's* office responsible for *custody* of your *clients'* assets:

Number and Street 1: Number and Street 2:

City: State: Country: ZIP+4/Postal Code:

If this address is a private residence, check this box: ☐

			Yes	No
9.	(a)	If the *related person* is an investment adviser, is it exempt from registration?	○	◉
	(b)	If the answer is yes, under what exemption?		
10.	(a)	Is the *related person* registered with a *foreign financial regulatory authority* ?	○	◉

(b) If the answer is yes, list the name and country, in English of each *foreign financial regulatory authority* with which the *related person* is registered.

No Information Filed

11.	Do you and the *related person* share any *supervised persons*?	◉	○
12.	Do you and the *related person* share the same physical location?	◉	○

1. Legal Name of *Related Person*:
   USI CONSULTING GROUP, INC.

2. Primary Business Name of *Related Person*:
   USI CONSULTING GROUP

3. *Related Person's* SEC File Number (if any) (e.g., 801-, 8-, 866-, 802-)
   -
   or
   Other

4. *Related Person's*
   (a) *CRD* Number (if any):

   (b) CIK Number(s) (if any):

No Information Filed

5. *Related Person* is: (check all that apply)
   - (a) ☐ broker-dealer, municipal securities dealer, or government securities broker or dealer
   - (b) ☐ other investment adviser (including financial planners)
   - (c) ☐ registered municipal advisor
   - (d) ☐ registered security-based swap dealer
   - (e) ☐ major security-based swap participant
   - (f) ☐ commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
   - (g) ☐ futures commission merchant
   - (h) ☐ banking or thrift institution
   - (i) ☐ trust company
   - (j) ☐ accountant or accounting firm
   - (k) ☐ lawyer or law firm
   - (l) ☑ insurance company or agency
   - (m) ☑ pension consultant
   - (n) ☐ real estate broker or dealer
   - (o) ☐ sponsor or syndicator of limited partnerships (or equivalent), excluding pooled investment vehicles
   - (p) ☐ sponsor, general partner, managing member (or equivalent) of pooled investment vehicles

			Yes	No
6.		Do you *control* or are you *controlled* by the *related person*?	◉	○
7.		Are you and the *related person* under common *control*?	◉	○
8.	(a)	Does the *related person* act as a qualified custodian for your *clients* in connection with advisory services you provide to *clients*?	○	◉
	(b)	If you are registering or registered with the SEC and you have answered "yes," to question 8.(a) above, have you overcome the presumption that you are not operationally independent (pursuant to rule 206(4)-2(d)(5)) from the *related person* and thus are not required to obtain a surprise examination for your *clients'* funds or securities that are maintained at the *related person*?	○	○

(c) If you have answered "yes" to question 8.(a) above, provide the location of the *related person's* office responsible for *custody* of your *clients'* assets:

Number and Street 1: Number and Street 2:

City: State: Country: ZIP+4/Postal Code:

If this address is a private residence, check this box: ☐

		Yes	No
9. (a)	If the *related person* is an investment adviser, is it exempt from registration?	○	◉
(b)	If the answer is yes, under what exemption?		
10. (a)	Is the *related person* registered with a *foreign financial regulatory authority* ?	○	◉
(b)	If the answer is yes, list the name and country, in English of each *foreign financial regulatory authority* with which the *related person* is registered.		

No Information Filed

11. Do you and the *related person* share any *supervised persons*?	◉	○
12. Do you and the *related person* share the same physical location?	◉	○

Item 7 *Private Fund* Reporting

	Yes	No
B. Are you an adviser to any *private fund*?	○	◉

If "yes," then for each private fund that you advise, you must complete a Section 7.B.(1) of Schedule D, except in certain circumstances described in the next sentence and in Instruction 6 of the Instructions to Part 1A. If you are registered or applying for registration with the SEC or reporting as an SEC exempt reporting adviser, and another SEC-registered adviser or SEC exempt reporting adviser reports this information with respect to any such private fund in Section 7.B.(1) of Schedule D of its Form ADV (e.g., if you are a subadviser), do not complete Section 7.B.(1) of Schedule D with respect to that private fund. You must, instead, complete Section 7.B.(2) of Schedule D.

In either case, if you seek to preserve the anonymity of a private fund client by maintaining its identity in your books and records in numerical or alphabetical code, or similar designation, pursuant to rule 204-2(d), you may identify the private fund in Section 7.B.(1) or 7.B.(2) of Schedule D using the same code or designation in place of the fund's name.

SECTION 7.B.(1) *Private Fund* Reporting

No Information Filed

SECTION 7.B.(2) *Private Fund* Reporting

No Information Filed

Item 8 Participation or Interest in *Client* Transactions

In this Item, we request information about your participation and interest in your *clients*' transactions. This information identifies additional areas in which conflicts of interest may occur between you and your *clients*. Newly-formed advisers should base responses to these questions on the types of participation and interest that you expect to engage in during the next year.

Like Item 7, Item 8 requires you to provide information about you and your *related persons*, including foreign affiliates.

Proprietary Interest in *Client* Transactions

A. Do you or any *related person*:	Yes	No
(1) buy securities for yourself from advisory *clients*, or sell securities you own to advisory *clients* (principal transactions)?	○	◉
(2) buy or sell for yourself securities (other than shares of mutual funds) that you also recommend to advisory *clients*?	○	◉
(3) recommend securities (or other investment products) to advisory *clients* in which you or any *related person* has some other proprietary (ownership) interest (other than those mentioned in Items 8.A.(1) or (2))?	○	◉

Sales Interest in *Client* Transactions

B. Do you or any *related person*:	Yes	No
(1) as a broker-dealer or registered representative of a broker-dealer, execute securities trades for brokerage customers in which advisory *client* securities are sold to or bought from the brokerage customer (agency cross transactions)?	○	◉
(2) recommend to advisory *clients*, or act as a purchaser representative for advisory *clients* with respect to, the purchase of securities for which you or any *related person* serves as underwriter or general or managing partner?	○	◉
(3) recommend purchase or sale of securities to advisory *clients* for which you or any *related person* has any other sales interest (other than the receipt of sales commissions as a broker or registered representative of a broker-dealer)?	○	◉

Investment or Brokerage Discretion

C. Do you or any *related person* have *discretionary authority* to determine the:	Yes	No

(1) securities to be bought or sold for a *client's* account? ◉ ○

(2) amount of securities to be bought or sold for a *client's* account? ◉ ○

(3) broker or dealer to be used for a purchase or sale of securities for a *client's* account? ○ ◉

(4) commission rates to be paid to a broker or dealer for a *client's* securities transactions? ○ ◉

D. If you answer "yes" to C.(3) above, are any of the brokers or dealers *related persons*? ○ ○

E. Do you or any *related person* recommend brokers or dealers to *clients*? ◉ ○

F. If you answer "yes" to E. above, are any of the brokers or dealers *related persons*? ◉ ○

G. (1) Do you or any *related person* receive research or other products or services other than execution from a broker-dealer or a third party ("soft dollar benefits") in connection with *client* securities transactions? ○ ◉

(2) If "yes" to G.(1) above, are all the "soft dollar benefits" you or any *related persons* receive eligible "research or brokerage services" under section 28(e) of the Securities Exchange Act of 1934? ○ ○

H. (1) Do you or any *related person*, directly or indirectly, compensate any *person* that is not an *employee* for *client* referrals? ◉ ○

(2) Do you or any *related person*, directly or indirectly, provide any *employee* compensation that is specifically related to obtaining *clients* for the firm (cash or non-cash compensation in addition to the *employee's* regular salary)? ◉ ○

I. Do you or any *related person*, including any *employee*, directly or indirectly, receive compensation from any *person* (other than you or any *related person*) for *client* referrals? ◉ ○

In your response to Item 8.I., do not include the regular salary you pay to an employee.

In responding to Items 8.H. and 8.I., consider all cash and non-cash compensation that you or a related person gave to (in answering Item 8.H.) or received from (in answering Item 8.I.) any person in exchange for client referrals, including any bonus that is based, at least in part, on the number or amount of client referrals.

Item 9 Custody

In this Item, we ask you whether you or a *related person* has *custody* of *client* (other than *clients* that are investment companies registered under the Investment Company Act of 1940) assets and about your custodial practices.

A. (1) Do you have *custody* of any advisory *clients'*:	**Yes**	**No**
(a) cash or bank accounts?	○	◉
(b) securities?	○	◉

If you are registering or registered with the SEC, answer "No" to Item 9.A.(1)(a) and (b) if you have custody solely because (i) you deduct your advisory fees directly from your clients' accounts, or (ii) a related person has custody of client assets in connection with advisory services you provide to clients, but you have overcome the presumption that you are not operationally independent (pursuant to Advisers Act rule 206(4)-2(d)(5)) from the related person.

(2) If you checked "yes" to Item 9.A.(1)(a) or (b), what is the approximate amount of *client* funds and securities and total number of *clients* for which you have *custody*:

U.S. Dollar Amount	Total Number of *Clients*
(a) $	(b)

If you are registering or registered with the SEC and you have custody solely because you deduct your advisory fees directly from your clients' accounts, do not include the amount of those assets and the number of those clients in your response to Item 9.A.(2). If your related person has custody of client assets in connection with advisory services you provide to clients, do not include the amount of those assets and number of those clients in your response to 9.A.(2). Instead, include that information in your response to Item 9.B.(2).

B. (1) In connection with advisory services you provide to *clients*, do any of your *related persons* have *custody* of any of your advisory *clients'*:	**Yes**	**No**
(a) cash or bank accounts?	○	◉
(b) securities?	○	◉

You are required to answer this item regardless of how you answered Item 9.A.(1)(a) or (b).

(2) If you checked "yes" to Item 9.B.(1)(a) or (b), what is the approximate amount of *client* funds and securities and total number of *clients* for which your *related persons* have *custody*:

U.S. Dollar Amount	Total Number of *Clients*
(a) $	(b)

C. If you or your *related persons* have *custody* of *client* funds or securities in connection with advisory services you provide to *clients*, check all the following that apply:

(1) A qualified custodian(s) sends account statements at least quarterly to the investors in the pooled investment vehicle(s) you manage. ☐

(2) An *independent public accountant* audits annually the pooled investment vehicle(s) that you manage and the audited financial statements are distributed to the investors in the pools. ☐

(3) An *independent public accountant* conducts an annual surprise examination of *client* funds and securities. ☐

(4) An *independent public accountant* prepares an internal control report with respect to custodial services when you or your *related persons* are qualified custodians for *client* funds and securities. ☐

If you checked Item 9.C.(2), C.(3) or C.(4), list in Section 9.C. of Schedule D the accountants that are engaged to perform the audit or examination or prepare an internal control report. (If you checked Item 9.C.(2), you do not have to list auditor information in Section 9.C. of Schedule D if you already provided this information with respect to the private funds you advise in Section 7.B.(1) of Schedule D).

		Yes	No
D.	Do you or your *related person(s)* act as qualified custodians for your *clients* in connection with advisory services you provide to *clients*?		
	(1) you act as a qualified custodian	○	◉
	(2) your *related person(s)* act as qualified custodian(s)	○	◉

If you checked "yes" to Item 9.D.(2), all related persons that act as qualified custodians (other than any mutual fund transfer agent pursuant to rule 206(4)-2(b)(1)) must be identified in Section 7.A. of Schedule D, regardless of whether you have determined the related person to be operationally independent under rule 206(4)-2 of the Advisers Act.

E. If you are filing your *annual updating amendment* and you were subject to a surprise examination by an *independent public accountant* during your last fiscal year, provide the date (MM/YYYY) the examination commenced:

F. If you or your *related persons* have *custody* of *client* funds or securities, how many *persons*, including, but not limited to, you and your *related persons,* act as qualified custodians for your *clients* in connection with advisory services you provide to *clients?*

SECTION 9.C. *Independent Public Accountant*

No Information Filed

Item 10 Control Persons

In this Item, we ask you to identify every *person* that, directly or indirectly, *controls* you. If you are filing an *umbrella registration*, the information in Item 10 should be provided for the *filing adviser* only.

If you are submitting an initial application or report, you must complete Schedule A and Schedule B. Schedule A asks for information about your direct owners and executive officers. Schedule B asks for information about your indirect owners. If this is an amendment and you are updating information you reported on either Schedule A or Schedule B (or both) that you filed with your initial application or report, you must complete Schedule C.

		Yes	No
A.	Does any *person* not named in Item 1.A. or Schedules A, B, or C, directly or indirectly, *control* your management or policies?	○	◉

If yes, complete Section 10.A. of Schedule D.

B. If any *person* named in Schedules A, B, or C or in Section 10.A. of Schedule D is a public reporting company under Sections 12 or 15(d) of the Securities Exchange Act of 1934, please complete Section 10.B. of Schedule D.

SECTION 10.A. *Control Persons*

No Information Filed

SECTION 10.B. *Control Person* Public Reporting Companies

No Information Filed

Item 11 Disclosure Information

In this Item, we ask for information about your disciplinary history and the disciplinary history of all your *advisory affiliates*. We use this information to determine whether to grant your application for registration, to decide whether to revoke your registration or to place limitations on your activities as an investment adviser, and to identify potential problem areas to focus on during our on-site examinations. One event may result in "yes" answers to more than one of the questions below. In accordance with General Instruction 5 to Form ADV, "you" and "your" include the *filing adviser* and all *relying advisers* under an *umbrella registration*.

Your *advisory affiliates* are: (1) all of your current *employees* (other than *employees* performing only clerical, administrative, support or similar functions); (2) all

of your officers, partners, or directors (or any *person* performing similar functions); and (3) all *persons* directly or indirectly *controlling* you or *controlled* by you. If you are a "separately identifiable department or division" (SID) of a bank, see the Glossary of Terms to determine who your *advisory affiliates* are.

If you are registered or registering with the SEC or if you are an exempt reporting adviser, you may limit your disclosure of any event listed in Item 11 to ten years following the date of the event. If you are registered or registering with a state, you must respond to the questions as posed; you may, therefore, limit your disclosure to ten years following the date of an event only in responding to Items 11.A.(1), 11.A.(2), 11.B.(1), 11.B.(2), 11.D.(4), and 11.H.(1)(a). For purposes of calculating this ten-year period, the date of an event is the date the final order, judgment, or decree was entered, or the date any rights of appeal from preliminary orders, judgments, or decrees lapsed.

You must complete the appropriate Disclosure Reporting Page ("DRP") for "yes" answers to the questions in this Item 11.

	Yes	No
Do any of the events below involve you or any of your *supervised persons*?	○	◉

For "yes" answers to the following questions, complete a Criminal Action DRP:

A. In the past ten years, have you or any *advisory affiliate*:	Yes	No
(1) been convicted of or pled guilty or nolo contendere ("no contest") in a domestic, foreign, or military court to any *felony*?	○	◉
(2) been *charged* with any *felony*?	○	◉

If you are registered or registering with the SEC, or if you are reporting as an exempt reporting adviser, you may limit your response to Item 11.A.(2) to charges that are currently pending.

B. In the past ten years, have you or any *advisory affiliate*:		
(1) been convicted of or pled guilty or nolo contendere ("no contest") in a domestic, foreign, or military court to a *misdemeanor* involving: investments or an *investment-related* business, or any fraud, false statements, or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion, or a conspiracy to commit any of these offenses?	○	◉
(2) been *charged* with a *misdemeanor* listed in Item 11.B.(1)?	○	◉

If you are registered or registering with the SEC, or if you are reporting as an exempt reporting adviser, you may limit your response to Item 11.B.(2) to charges that are currently pending.

For "yes" answers to the following questions, complete a Regulatory Action DRP:

C. Has the SEC or the Commodity Futures Trading Commission (CFTC) ever:	Yes	No
(1) *found* you or any *advisory affiliate* to have made a false statement or omission?	○	◉
(2) *found* you or any *advisory affiliate* to have been *involved* in a violation of SEC or CFTC regulations or statutes?	○	◉
(3) *found* you or any *advisory affiliate* to have been a cause of an *investment-related* business having its authorization to do business denied, suspended, revoked, or restricted?	○	◉
(4) entered an *order* against you or any *advisory affiliate* in connection with *investment-related* activity?	○	◉
(5) imposed a civil money penalty on you or any *advisory affiliate*, or *ordered* you or any *advisory affiliate* to cease and desist from any activity?	○	◉
D. Has any other federal regulatory agency, any state regulatory agency, or any *foreign financial regulatory authority*:		
(1) ever *found* you or any *advisory affiliate* to have made a false statement or omission, or been dishonest, unfair, or unethical?	○	◉
(2) ever *found* you or any *advisory affiliate* to have been *involved* in a violation of *investment-related* regulations or statutes?	○	◉
(3) ever *found* you or any *advisory affiliate* to have been a cause of an *investment-related* business having its authorization to do business denied, suspended, revoked, or restricted?	○	◉
(4) in the past ten years, entered an *order* against you or any *advisory affiliate* in connection with an *investment-related* activity?	○	◉
(5) ever denied, suspended, or revoked your or any *advisory affiliate's* registration or license, or otherwise prevented you or any *advisory affiliate*, by *order*, from associating with an *investment-related* business or restricted your or any *advisory affiliate's* activity?	○	◉
E. Has any *self-regulatory organization* or commodities exchange ever:		
(1) *found* you or any *advisory affiliate* to have made a false statement or omission?	○	◉
(2) *found* you or any *advisory affiliate* to have been *involved* in a violation of its rules (other than a violation designated as a "*minor rule violation*" under a plan approved by the SEC)?	○	◉
(3) *found* you or any *advisory affiliate* to have been the cause of an *investment-related* business having its authorization to do business denied, suspended, revoked, or restricted?	○	◉
(4) disciplined you or any *advisory affiliate* by expelling or suspending you or the *advisory affiliate* from membership, barring or suspending you or the *advisory affiliate* from association with other members, or otherwise restricting your or the *advisory affiliate's* activities?	○	◉
F. Has an authorization to act as an attorney, accountant, or federal contractor granted to you or any *advisory affiliate* ever been revoked or suspended?	○	◉
G. Are you or any *advisory affiliate* now the subject of any regulatory *proceeding* that could result in a "yes" answer to any part of Item 11.C., 11.D., or 11.E.?	○	◉

For "yes" answers to the following questions, complete a Civil Judicial Action DRP:

		Yes	No
H. (1)	Has any domestic or foreign court:		
(a)	in the past ten years, *enjoined* you or any *advisory affiliate* in connection with any *investment-related* activity?	○	◉
(b)	ever *found* that you or any *advisory affiliate* were *involved* in a violation of *investment-related* statutes or regulations?	○	◉
(c)	ever dismissed, pursuant to a settlement agreement, an *investment-related* civil action brought against you or any *advisory affiliate* by a state or *foreign financial regulatory authority*?	○	◉
(2)	Are you or any *advisory affiliate* now the subject of any civil *proceeding* that could result in a "yes" answer to any part of Item 11.H.(1)?	○	◉

Item 12 Small Businesses

The SEC is required by the Regulatory Flexibility Act to consider the effect of its regulations on small entities. In order to do this, we need to determine whether you meet the definition of "small business" or "small organization" under rule 0-7.

Answer this Item 12 only if you are registered or registering with the SEC **and** you indicated in response to Item 5.F.(2)(c) that you have regulatory assets under management of less than $25 million. You are not required to answer this Item 12 if you are filing for initial registration as a state adviser, amending a current state registration, or switching from SEC to state registration.

For purposes of this Item 12 only:

- Total Assets refers to the total assets of a firm, rather than the assets managed on behalf of *clients*. In determining your or another *person's* total assets, you may use the total assets shown on a current balance sheet (but use total assets reported on a consolidated balance sheet with subsidiaries included, if that amount is larger).
- *Control* means the power to direct or cause the direction of the management or policies of a *person*, whether through ownership of securities, by contract, or otherwise. Any *person* that directly or indirectly has the right to vote 25 percent or more of the voting securities, or is entitled to 25 percent or more of the profits, of another *person* is presumed to *control* the other *person*.

		Yes	No
A.	Did you have total assets of $5 million or more on the last day of your most recent fiscal year?	○	○

If "yes," you do not need to answer Items 12.B. and 12.C.

B.	Do you:		
(1)	*control* another investment adviser that had regulatory assets under management (calculated in response to Item 5.F.(2)(c) of Form ADV) of $25 million or more on the last day of its most recent fiscal year?	○	○
(2)	*control* another *person* (other than a natural person) that had total assets of $5 million or more on the last day of its most recent fiscal year?	○	○
C.	Are you:		
(1)	*controlled* by or under common *control* with another investment adviser that had regulatory assets under management (calculated in response to Item 5.F.(2)(c) of Form ADV) of $25 million or more on the last day of its most recent fiscal year?	○	○
(2)	*controlled* by or under common *control* with another *person* (other than a natural person) that had total assets of $5 million or more on the last day of its most recent fiscal year?	○	○

Schedule A

Direct Owners and Executive Officers

1. Complete Schedule A only if you are submitting an initial application or report. Schedule A asks for information about your direct owners and executive officers. Use Schedule C to amend this information.
2. Direct Owners and Executive Officers. List below the names of:
   (a) each Chief Executive Officer, Chief Financial Officer, Chief Operations Officer, Chief Legal Officer, Chief Compliance Officer(Chief Compliance Officer is required if you are registered or applying for registration and cannot be more than one individual), director, and any other individuals with similar status or functions;
   (b) if you are organized as a corporation, each shareholder that is a direct owner of 5% or more of a class of your voting securities, unless you are a public reporting company (a company subject to Section 12 or 15(d) of the Exchange Act);
   Direct owners include any *person* that owns, beneficially owns, has the right to vote, or has the power to sell or direct the sale of, 5% or more of a class of your voting securities. For purposes of this Schedule, a *person* beneficially owns any securities: (i) owned by his/her child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, sharing the same residence; or (ii) that he/she has the right to acquire, within 60 days, through the exercise of any option, warrant, or right to purchase the security.
   (c) if you are organized as a partnership, all general partners and those limited and special partners that have the right to receive upon dissolution, or have contributed, 5% or more of your capital;
   (d) in the case of a trust that directly owns 5% or more of a class of your voting securities, or that has the right to receive upon dissolution, or has contributed, 5% or more of your capital, the trust and each trustee; and
   (e) if you are organized as a limited liability company ("LLC"), (i) those members that have the right to receive upon dissolution, or have contributed, 5% or more of your capital, and (ii) if managed by elected managers, all elected managers.
3. Do you have any indirect owners to be reported on Schedule B? ◉ Yes ○ No
4. In the DE/FE/I column below, enter "DE" if the owner is a domestic entity, "FE" if the owner is an entity incorporated or domiciled in a foreign country, or "I" if the owner or executive officer is an individual.
5. Complete the Title or Status column by entering board/management titles; status as partner, trustee, sole proprietor, elected manager, shareholder, or member; and for shareholders or members, the class of securities owned (if more than one is issued).
6. Ownership codes are: NA - less than 5% B - 10% but less than 25% D - 50% but less than 75%

A - 5% but less than 10% C - 25% but less than 50% E - 75% or more

7. (a) In the *Control Person* column, enter "Yes" if the *person* has *control* as defined in the Glossary of Terms to Form ADV, and enter "No" if the *person* does not have *control*. Note that under this definition, most executive officers and all 25% owners, general partners, elected managers, and trustees are *control persons*.
   (b) In the PR column, enter "PR" if the owner is a public reporting company under Sections 12 or 15(d) of the Exchange Act.
   (c) Complete each column.

FULL LEGAL NAME (Individuals: Last Name, First Name, Middle Name)	DE/FE/I	Title or Status	Date Title or Status Acquired MM/YYYY	Ownership Code	*Control Person*	PR	*CRD* No. If None: S.S. No. and Date of Birth, IRS Tax No. or Employer ID No.
NEWBORN, ERNEST, JOSHUA	I	DIRECTOR & SECRETARY	04/1999	NA	N	N	3154426
BRUNO, SARAH, J	I	DIRECTOR OF OPERATIONS	09/2017	NA	Y	N	5090813
WELZ, MICHAEL, NMN	I	PRESIDENT	06/2014	NA	Y	N	4308110
TREMKO, WILLIAM, MICHAEL	I	CEO	06/2014	NA	Y	N	4495149
USIC INVESTMENT GROUP INC.	DE	SHAREHOLDER	05/2017	E	Y	N	
KAPPUS, DAVID, L	I	TREASURER	04/2021	NA	N	N	6837749
ROBIDOUX, MELINDA, MCDONALD	I	CHIEF COMPLIANCE OFFICER	03/2023	NA	Y	N	2848093

Schedule B

Indirect Owners

1. Complete Schedule B only if you are submitting an initial application or report. Schedule B asks for information about your indirect owners; you must first complete Schedule A, which asks for information about your direct owners. Use Schedule C to amend this information.
2. Indirect Owners. With respect to each owner listed on Schedule A (except individual owners), list below:
   (a) in the case of an owner that is a corporation, each of its shareholders that beneficially owns, has the right to vote, or has the power to sell or direct the sale of, 25% or more of a class of a voting security of that corporation;

   For purposes of this Schedule, a *person* beneficially owns any securities: (i) owned by his/her child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, sharing the same residence; or (ii) that he/she has the right to acquire, within 60 days, through the exercise of any option, warrant, or right to purchase the security.
   (b) in the case of an owner that is a partnership, all general partners and those limited and special partners that have the right to receive upon dissolution, or have contributed, 25% or more of the partnership's capital;
   (c) in the case of an owner that is a trust, the trust and each trustee; and
   (d) in the case of an owner that is a limited liability company ("LLC"), (i) those members that have the right to receive upon dissolution, or have contributed, 25% or more of the LLC's capital, and (ii) if managed by elected managers, all elected managers.
3. Continue up the chain of ownership listing all 25% owners at each level. Once a public reporting company (a company subject to Sections 12 or 15(d) of the Exchange Act) is reached, no further ownership information need be given.
4. In the DE/FE/I column below, enter "DE" if the owner is a domestic entity, "FE" if the owner is an entity incorporated or domiciled in a foreign country, or "I" if the owner is an individual.
5. Complete the Status column by entering the owner's status as partner, trustee, elected manager, shareholder, or member; and for shareholders or members, the class of securities owned (if more than one is issued).
6. Ownership codes are: C - 25% but less than 50% E - 75% or more
   D - 50% but less than 75% F - Other (general partner, trustee, or elected manager)
7. (a) In the *Control Person* column, enter "Yes" if the *person* has *control* as defined in the Glossary of Terms to Form ADV, and enter "No" if the *person* does not have *control*. Note that under this definition, most executive officers and all 25% owners, general partners, elected managers, and trustees are *control persons*.
   (b) In the PR column, enter "PR" if the owner is a public reporting company under Sections 12 or 15(d) of the Exchange Act.
   (c) Complete each column.

FULL LEGAL NAME (Individuals: Last Name, First Name, Middle Name)	DE/FE/I	Entity in Which Interest is Owned	Status	Date Status Acquired MM/YYYY	Ownership Code	*Control Person*	PR	*CRD* No. If None: S.S. No. and Date of Birth, IRS Tax No. or Employer ID No.
USIR MANAGEMENT LLC	DE	USIC INVESTMENT GROUP INC.	CLASS A SHAREHOLDER	05/2017	F	Y	N	

Schedule D - Miscellaneous

You may use the space below to explain a response to an Item or to provide any other information.

Schedule R

No Information Filed

DRP Pages

CRIMINAL DISCLOSURE REPORTING PAGE (ADV)

No Information Filed

REGULATORY ACTION DISCLOSURE REPORTING PAGE (ADV)

No Information Filed

CIVIL JUDICIAL ACTION DISCLOSURE REPORTING PAGE (ADV)

No Information Filed

Part 2

Exemption from brochure delivery requirements for SEC-registered advisers

SEC rules exempt SEC-registered advisers from delivering a firm brochure to some kinds of clients. If these exemptions excuse you from delivering a brochure to *all* of your advisory clients, you do not have to prepare a brochure.

	Yes	No
Are you exempt from delivering a brochure to all of your clients under these rules?	○	◉

If no, complete the ADV Part 2 filing below.

Amend, retire or file new brochures:

Brochure ID	Brochure Name	Brochure Type(s)
378861	USIA ADV 2A - NOVEMBER 2024	Pension plans/profit sharing plans, Pension consulting, Foundations/charities, Government/municipal, Other institutional, Selection of Other Advisers/Solicitors

Part 3

CRS	Type(s)	Affiliate Info	Retire

There are no CRS filings to display.

Execution Pages

DOMESTIC INVESTMENT ADVISER EXECUTION PAGE

You must complete the following Execution Page to Form ADV. This execution page must be signed and attached to your initial submission of Form ADV to the SEC and all amendments.

Appointment of Agent for Service of Process

By signing this Form ADV Execution Page, you, the undersigned adviser, irrevocably appoint the Secretary of State or other legally designated officer, of the state in which you maintain your *principal office and place of business* and any other state in which you are submitting a *notice filing*, as your agents to receive service, and agree that such *persons* may accept service on your behalf, of any notice, subpoena, summons, *order* instituting *proceedings*, demand for arbitration, or other process or papers, and you further agree that such service may be made by registered or certified mail, in any federal or state action, administrative *proceeding* or arbitration brought against you in any place subject to the jurisdiction of the United States, if the action, *proceeding*, or arbitration (a) arises out of any activity in connection with your investment advisory business that is subject to the jurisdiction of the United States, and (b) is *founded*, directly or indirectly, upon the provisions of: (i) the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, or the Investment Advisers Act of 1940, or any rule or regulation under any of these acts, or (ii) the laws of the state in which you maintain your *principal office and place of business* or of any state in which you are submitting a *notice filing*.

Signature

I, the undersigned, sign this Form ADV on behalf of, and with the authority of, the investment adviser. The investment adviser and I both certify, under penalty of perjury under the laws of the United States of America, that the information and statements made in this ADV, including exhibits and any other information submitted, are true and correct, and that I am signing this Form ADV Execution Page as a free and voluntary act.

I certify that the adviser's books and records will be preserved and available for inspection as required by law. Finally, I authorize any *person* having *custody* or possession of these books and records to make them available to federal and state regulatory representatives.

Signature:
JAMES CUTLER

Date: MM/DD/YYYY
11/08/2024

Printed Name:
JAMES CUTLER

Title:
SENIOR COMPLIANCE CONSULTANT

Adviser *CRD* Number:
108113

NON-RESIDENT **INVESTMENT ADVISER EXECUTION PAGE**

You must complete the following Execution Page to Form ADV. This execution page must be signed and attached to your initial submission of Form ADV to the SEC and all amendments.

1. Appointment of Agent for Service of Process

By signing this Form ADV Execution Page, you, the undersigned adviser, irrevocably appoint each of the Secretary of the SEC, and the Secretary of State or other legally designated officer, of any other state in which you are submitting a *notice filing*, as your agents to receive service, and agree that such persons may accept service on your behalf, of any notice, subpoena, summons, *order* instituting *proceedings*, demand for arbitration, or other process or papers, and you further agree that such service may be made by registered or certified mail, in any federal or state action, administrative *proceeding* or arbitration brought against you in any place subject to the jurisdiction of the United States, if the action, *proceeding* or arbitration (a) arises out of any activity in connection with your investment advisory business that is subject to the jurisdiction of the United States, and (b) is *founded*, directly or indirectly, upon the provisions of: (i) the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, or the Investment Advisers Act of 1940, or any rule or regulation under any of these acts, or (ii) the laws of any state in which you are submitting a *notice filing*.

2. Appointment and Consent: Effect on Partnerships

If you are organized as a partnership, this irrevocable power of attorney and consent to service of process will continue in effect if any partner withdraws from or is admitted to the partnership, provided that the admission or withdrawal does not create a new partnership. If the partnership dissolves, this irrevocable power of attorney and consent shall be in effect for any action brought against you or any of your former partners.

3. *Non-Resident* Investment Adviser Undertaking Regarding Books and Records

By signing this Form ADV, you also agree to provide, at your own expense, to the U.S. Securities and Exchange Commission at its principal office in Washington D.C., at any Regional or District Office of the Commission, or at any one of its offices in the United States, as specified by the Commission, correct, current, and complete copies of any or all records that you are required to maintain under Rule 204-2 under the Investment Advisers Act of 1940. This undertaking shall be binding upon you, your heirs, successors and assigns, and any *person* subject to your written irrevocable consents or powers of attorney or any of your general partners and *managing agents*.

Signature

I, the undersigned, sign this Form ADV on behalf of, and with the authority of, the *non-resident* investment adviser. The investment adviser and I both certify, under penalty of perjury under the laws of the United States of America, that the information and statements made in this ADV, including exhibits and any other information submitted, are true and correct, and that I am signing this Form ADV Execution Page as a free and voluntary act.

I certify that the adviser's books and records will be preserved and available for inspection as required by law. Finally, I authorize any *person* having *custody* or possession of these books and records to make them available to federal and state regulatory representatives.

Signature:

Date: MM/DD/YYYY

Printed Name:

Title:

Adviser *CRD* Number:
108113

Item 1 – Cover Page

USI Advisors, Inc.

95 Glastonbury Blvd., Glastonbury, CT 06033

(860) 633-5283

www.USIAdvisorsInc.com

November 8, 2024

This Brochure provides information about the qualifications and business practices of USI Advisors, Inc. ("USI Advisors," "USIA," or "the Firm"). If you have any questions about the contents of this Brochure, please contact us at (860) 633-5283 and/or www.USIAdvisorsInc.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

USI Advisors, Inc. is a registered investment adviser. Registration of an Investment Adviser does not imply any level of skill or training. The oral and written communications of an Adviser provide you with information about which you determine to hire or retain an Adviser.

Additional information about USI Advisors, Inc. also is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 – Material Changes

Pursuant to SEC Rules, we will ensure that you receive a summary of any materials changes to this and subsequent Brochures within 120 days of the close of our business' fiscal year. We may further provide other ongoing disclosure information about material changes as necessary.

Currently, our Brochure may be requested by contacting Melinda Robidoux, Chief Compliance Officer at (860) 368-2909 or melinda.robidoux@usi.com. Our Brochure is also available on our web site www.USIAdvisorsInc.com, also free of charge.

This Brochure is in a narrative format and includes new and/or updated information from USI Advisors March 28, 2024 Brochure.

USI Advisors, Inc. has not made any material changes since our last annual update of this Brochure which was dated March 28, 2024.

Additional information about USI Advisors is also available via the SEC's web site www.adviserinfo.sec.gov. The SEC's web site also provides information about any persons affiliated with USI Advisors who are registered, or are required to be registered, as investment adviser representatives of USI Advisors.

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Item 4 – Advisory Business

Our Advisory Business

USI Advisors is registered as an investment advisor with the United States Securities and Exchange Commission, and has been in business since 1994. The Firm is an employee benefits service provider, pension consultant, third-party administrator/record keeper and licensed insurance agency.

Assets considered to be under USI Advisors management are categorized as discretionary or non-discretionary. Discretionary assets are associated with a plan sponsor client for which the client has provided authorization to the Firm to select and monitor the investment lineup without pre-authorization, including each change to the lineup or subsequent transaction. Accounts established as non-discretionary require that the plan sponsor client make the final decision regarding the investment lineup, changes to the lineup and all required transactions – the Firm will assist in placing all requested securities transactions, but will not act unilaterally to make changes without the direction and consent of the non-discretionary client.

As of December 31, 2023 the client assets under management for the Firm were as follows:

- Discretionary Assets Under Management = $1,176,137,305
- Non-discretionary Assets Under Management = $40,441,924,072
- **Total Assets Under Advisement =** $41,618,061,377

USI Advisors is a wholly-owned subsidiary of USIC Investment Group, Inc. ("USIC IG"). USIC IG is controlled through ownership of all voting shares by USIR Management LLC, an entity owned and controlled by certain executive officers of USI, Inc. USI Inc. is a Delaware corporation engaged, through multiple subsidiaries, in a range of insurance brokerage, group benefits, and consulting businesses.

USIA offers the following investment advisory services to clients (Note - the term "client" typically represents an institutional investor or retirement plan):

I. INVESTMENT SUPERVISORY SERVICES

USIA provides Investment Supervisory Services to clients on either a discretionary or a non-discretionary basis. Discretionary services are associated with; 1) plan-level advice, such as a plan sponsor client which has provided authorization for the Firm to select and monitor the investment lineup without pre-authorization, including each change to the lineup or subsequent transaction, and 2) discretionary model portfolio advice, where the Firm will create and designate Model Portfolios as specific investments to be offered as investment options under the Plan. Accounts established as non-discretionary require that the plan sponsor client make the final decision regarding the investment

lineup, changes to the lineup and all required transactions - USIA will assist in placing all requested securities transactions, but will not act unilaterally to make changes without the direction and consent of the non-discretionary client. USIA's Investment Supervisory Services are provided on an on-going basis.

II. INVESTMENT ADVISORY CONSULTATION SERVICES

USIA will generally provide Investment Advisory Consultation Services to clients on a short-term or point-in-time project basis (although "Ongoing Performance Evaluation and Monitoring" may be done on a long-term basis). Any recommendation(s) made to the client, as to the advisability of purchasing/holding/selling an investment, are made on a non-discretionary basis (i.e., the client will make the final decision regarding all transactions). Additionally, the client will be responsible for implementing all transactions.

Investment Services

The Supervisory and Consultation services include some or all of the following, depending upon the needs of the client and the elections made by the client when executing an Investment Advisory Agreement:

a. Investment Policy Statement - USIA consults with the client in order to assist in the development of an Investment Policy Statement. This process involves the review of current assets, future funding levels, future cash needs, investment expectations, risk tolerance, financial goals, etc. This enables USIA to help outline the appropriate investment guidelines and assists in defining the criteria upon which USIA will base suitable account investment recommendations.

b. Asset Allocation - USIA develops an investment profile for the client and implements 3(38) discretionary or recommends a 3(21) non-discretionary asset allocation model based upon the profile. USIA periodically monitors the appropriateness of the asset allocation model relative to the client's current assets, investment expectations, risk tolerance, financial goals, and various environmental factors. For defined benefit pension plans, OPEB plans, foundations, and endowments periodic rebalancing of the client account will be performed if elected by the client.

c. Manager Search - USIA performs due diligence on multiple money managers prior to implementing/recommending a manager or managers to manage assets for the client. This process involves the use of both proprietary and third-party databases and software, supplemented by data provided by various third parties, to perform qualitative as well as quantitative analysis of the prospective money managers. On-site visits and conference calls with money managers may also be conducted.

d. Initial Investment and Management Selection - USIA typically uses mutual funds (both index and managed)/variable annuity products/managed accounts/subaccounts/GICs/collective trusts/cash equivalents to structure portfolios designed to meet client objectives and risk

profiles. USIA performs due diligence on multiple money managers prior to implementing/recommending any investment(s). This process involves the use of both proprietary and third-party databases and software, supplemented by data provided by various third parties, to perform qualitative as well as quantitative analysis of prospective money managers. On-site visits and conference calls with money managers may also be conducted.

e. Ongoing Performance Evaluation and Monitoring - USIA will periodically monitor existing portfolios and/or money managers, evaluate them relative to the client's goals and various environmental factors, and make, or recommend, changes when deemed necessary. USIA will also furnish quarterly, semi-annual, and/or annual performance reports to the client. These reports are intended to inform clients as to the performance of their investments for the selected period. This process involves the use of both proprietary and third-party databases and software in order to obtain specific plan information such as transactional history, market values, and investment/benchmarking statistics.

f. Investment Vehicles - USIA typically uses mutual funds, managed accounts, subaccounts, GICs, collective trusts, US Treasuries, and cash equivalents to structure portfolios designed to meet client objectives and risk profiles. USIA performs due diligence on multiple money managers and investment vehicles prior to implementing/recommending any investment(s). This process involves the use of both proprietary and third-party databases and software, supplemented by data provided by various third parties, to perform qualitative as well as quantitative analysis of the prospective money managers and/or investments. On-site visits with money managers may also be conducted.

g. Investment Program Review - USIA provides a written analysis of existing investments, portfolios, and/or money managers as they relate to the needs of the client. The process includes the verification and evaluation of investment objectives and client expectations. It also includes an assessment of the number of investments and the type of managers represented in each asset class, as well as identification of asset classes that are over or underrepresented within the existing program. The investment analysis addresses various issues, such as - risk vs. potential reward characteristics, style consistency, correlation of investments within the portfolio, management stability, relative performance with peers and benchmarks, and overall suitability in relation to the client's stated needs and goals. Recommendations for changes may be made when deemed necessary.

h. Defined Benefit Plan Asset Liability Analysis - USIA will utilize an asset/liability study (incorporating such factors as cash flow, cost, investment risk vs. return, asset allocation strategy, etc.) to help the client arrive at an individualized strategy for the funding of and selection of investments for their defined benefit pension plan.

i. Retirement Plan Services Analysis - USIA will conduct an analysis of a client's retirement plan to evaluate the services currently provided to the client by third parties. After identifying and confirming the project objectives and service standards, the areas of analysis may include asset management services, record keeping, administration, customer service, participant education,

etc. These services may also include a cost/benefit analysis, recommendation of alternative vendors, facilitation of the RFP process for solicitation of a new vendor, and/or assistance in fee negotiations with proposed vendors.

Use of Sub-Advisors

USIA may recommend and refer clients to an unaffiliated investment manager, Legal & General Investment management America, Inc. (herein "Sub-Advisor") at USIA's discretion or the client's request. USIA will remain the primary advisor and oversee the client's investment allocation[s] and overall investment performance. While the Sub-Advisor will assume day-to-day investment management of the assets, USIA will be responsible for establishing the client's investment objectives and recommending the Sub-Advisor's investment strategy to meet those objectives. The client will be provided with the Sub-Advisor's Form ADV 2A (or a brochure that makes the appropriate disclosures). USIA shall execute investment transactions based on the instructions received by the Sub-Advisor.

III. PLAN CONSULTING SERVICES

In certain instances, the Defined Contribution Consulting Group ("DCCG") division of USI Consulting Group, Inc. ("USI Consulting Group") will offer a suite of pension related services that include non-investment services primarily related to plan administration (i.e., Plan Consulting Services). The fees and nature of the services to be provided are negotiated on a case-by-case basis. Although the business objective of the DCCG is to provide both Investment and Plan Consulting services, it is possible that the DCCG will only be engaged to provide Plan Consulting Services. All arrangements will be documented through an Investment Advisory Agreement and non-investment-related consulting agreements, as applicable, and services may be provided on a one-time basis or ongoing.

These services include some or all of the following, depending upon the needs of the client and their elections made in writing when executing the Investment Advisory Agreement:

a. Plan Management Services – DCCG will assign a dedicated account manager who will support the client and provide information and guidance on issues related to overall plan management and administration of the plan. The account manager will review annually the priorities and goals of the plan and will serve as the liaison between the service provider and the client.

b. Regulatory and Compliance Services - DCCG will provide information and guidance related to regulatory compliance with ERISA, the Internal Revenue Code, relevant regulations, and other guidance pertaining to industry trends.

c. Fiduciary Training Consulting Services – DCCG will provide a fiduciary education training session with the Plan Fiduciaries to explain ERISA's fiduciary responsibility provisions and discuss common misconceptions, industry trends and best practices. DCCG will also provide Fiduciary Process and Governance Training, which will include conducting a discovery session consisting of interviews with relevant personnel and a document request to learn about the current procedures in order to identify gaps and recommend action steps to address those gaps. DCCG

will also work with the client to develop and implement a "fiduciary structure" with appropriate documentation and will also provide tools to help the client follow established processes and maintain consistency in carrying out fiduciary responsibilities.

d. Plan Operations and Document Review Services – DCCG will review the plan document to determine whether it is in compliance with recent regulations and will also evaluate if the fiduciaries have been operating the plan according to the provisions stipulated in the plan document.

e. Plan Design Consulting Services – DCCG will provide plan feasibility studies which will include information about the different plan design options and the calculation of projected contributions for different plan design options (i.e., employer matching or non-elective contributions.)

f. Employee Communication, Education and Advice Services - DCCG will review and assess the plan's current communication and education program and review the service provider engaged to conduct the investment education and enrollment services. DCCG can also prepare a custom education strategy as well as customized material and conduct general investment education and enrollment seminars for employees of the client. If the client elects to have DCCG provide enrollment and educational services, the content of the program will be generic in nature and will not contain participant level investment advice or recommendations to invest in a particular security. The Firm may provide, upon request, enrolled participants of certain legacy clients advice on their retirement plan assets if contractually obligated.

g. Retirement Plan Provider Search and Periodic Review - DCCG will initially undertake analysis of the current plan, develop criteria used in selecting a plan service provider, assist in the search and selection of a plan service provider and assist with the transition and conversion to the new plan service provider.

h. Fee Benchmarking Services – DCCG will provide a benchmarking of the plan's fees being paid by the plan sponsor and the participant by comparing it to other similar plans across the country and/or within DCCG's client base in order to determine whether they are fair and competitive

i. Merger & Acquisition Support – DCCG will Review the current retirement plan of a target company being considered for acquisition with respect to plan documents, non-discrimination testing, 5500 filings, employer contribution costs, plan fees and investment related expenses. DCCG will provide recommendations regarding post-closing integration including coordination regarding the transition and communications to the plan's recordkeeper. In addition, DCCG will provide assistance negotiating recordkeeping and investment fund fees in order to provide favorable plan and participant- level pricing and maintain the same or similar level of plan sponsor and participant- level services.

Pension Consultant Referral Service

When USI Advisors services are not appropriate for a client, or upon client request, USI Advisors may provide the client with a referral to another Pension Consultant, based on a client's individual circumstances and needs. USI Advisors is not compensated directly or indirectly by the referred firm for providing this service to our client.

Related Information

USIA, including its agents and employees, will provide investment advisory services on either a discretionary or a non-discretionary basis. Discretionary services are associated with; 1) plan-level advice, such as a plan sponsor client which has provided authorization for the Firm to select and monitor the investment lineup without pre-authorization, including each change to the lineup or subsequent transaction, and/or 2) discretionary model portfolio advice, where the Firm will create and designate Model Portfolios as specific investments to be offered as investment options under the Plan. Accounts established as non-discretionary require that the plan sponsor client make the final decision regarding the investments. USIA will not act to make changes or execute transactions without the written consent of the non-discretionary client. The non-discretionary client at all times shall elect unilaterally to follow or ignore completely or in part any information, recommendation, and/or counsel given by USIA.

USIA may provide both the above services mentioned to plan sponsors, financial institutions, and individuals with respect to various types of retirement plans. In this capacity, USIA acts as a pension consultant, as defined, pursuant to Rule 203A-2(b) of the Investment Advisers Act of 1940.

USIA, in its efforts to assist the client in areas applicable to the needs of the client, may suggest that a client review the services of particular trust companies (e.g., for the purpose of serving as a directed trustee and/or payment agent). USIA's suggestion to consider any party in this regard is merely to provide the client with a starting point in their selection process and does not represent any form of endorsement, recommendation, or advice. Dependent upon client retirement plan specifics, certain 3(38)/discretionary services may only be available through USIA from a limited number of trust companies. It is a fiduciary duty and responsibility of the client to properly investigate and interview qualified candidates prior to making any decision to appoint a party to serve as a directed trustee and/or paying agent for their employer sponsored retirement plan. The client expressly retains the responsibility and authority for both the selection and contracting of any party in this regard.

Item 5 – Fees and Compensation

Compensation for Our Advisory Services

Fees for 3(38) discretionary as well as 3(21) non-discretionary services are generally subject to negotiation; however, the Firm reserves the right to refuse to engage certain prospects or services based on the type, size, and/or the nature of services requested by the proposed account. Additionally, some scenarios involve the implementation of a minimum fee/charge, which will be specified in the

Investment Advisory Agreement. USI Advisors will typically either calculate and deduct management fees directly from invoiced client accounts or bill a client separately.

USI Advisors will provide an invoice at intervals specified in the Investment Advisory Agreement if compensated through a "hard-dollar" fee and/or deemed to be a fiduciary. Advisory fees are charged either in **advance** or in **arrears** of when services are actually rendered as agreed upon with the client.

- In advance: Advisory fees are billed in advance at the beginning of each calendar quarter based upon the asset value (market or fair market value in the absence of market value, plus any credit balance or minus any debit balance) of the client's account equity at the end of the previous quarter.

- In arrears: Advisory fees are billed in arrears at the end of each calendar quarter based upon the asset value (market or fair market value in the absence of market value) of the client's account at quarter-end.

Upon 30 days' written notice (or as specified in the Investment Advisory Agreement), the client has the authority to terminate the Investment Advisory Agreement. Advisor may also terminate this Agreement at any time upon 90 days' written notice to the Client.

In the event of Investment Advisory Agreement termination, regardless of whether fees are charged in advance or in arrears of when services are actually rendered, the advisory fees will be prorated for the number of days for which the accounts were provided advisory services. This finalized accounting of fees will be documented and provided to the client within sixty days of the termination of the relationship.

In the event either party commits a material breach of its obligations under this Agreement, the other party may provide the breaching party with written notice of its intention to terminate this Agreement in 60 days. The breaching party shall have 30 days from the date that it receives such notice of termination in which to cure the breach. Should the breaching party fail to cure the breach to the reasonable satisfaction of the other party, the Agreement shall terminate at the end of the original 60-day period.

Clients can elect to compensate USI Advisors via the following methods:

- Via a "hard-dollar" fee: Under this method either a flat dollar fee or a percentage of assets-based fee is negotiated for the provision of advisory services. The client can choose to pay this obligation *directly* to USI Advisors or can choose to instruct a custodian to pay USI Advisors *directly from assets held* on their behalf.

- In certain situations where USIA is deemed to be a plan fiduciary for purposes of ERISA and the client has agreed to pay fees via a "hard – dollar" arrangement, USIA, its supervised persons or affiliates can/will be permitted to assist the plan in establishing a plan expense reimbursement

account to be established through a custodian. USIA and its affiliates have distribution and services agreements with a variety of retirement plan products and service providers including Mutual Fund Complexes, Banks, Trust Companies, and Insurance Carriers. The services offered by these retirement plan products and service providers can be of a bundled or of an a la carte nature. These providers establish agreements with various distributors of underlying investment options that allow them to collect fees and remit payment of fees to authorized plan service providers.

- Generally, the plan expense reimbursements accounts are established by the custodian for benefit of the plan and are a plan asset subject to the control of appointed fiduciaries of the plan sponsor. Plan expense reimbursement accounts can be funded with all or a portion of compensation made available for distribution and/ or plan administration services from underlying investment options (dealer concessions, Finder's fees, 12b-1s, Sub TA fees, and/or administrative services), asset based charges imposed by custodian or contract issuer, plan forfeitures, treasury contributions of the plan sponsor, or plan assets. Typically, the custodian upon the receipt of a billing invoice will pay expenses for plan services to authorized plan service providers or their agents. The types of compensation available from underlying investment options are dictated by the prospectus or comparable disclosure document. Please consult this documentation for additional information.

- For Defined Benefit Plans subject to ERISA, USIA will only enter into "hard-dollar" fee arrangements. If the ERISA Defined Benefit hires USIA to provide continuous and regular supervisory or management services, USIA will generally recommend that the plan use Charles Schwab Bank ("Schwab") for custodial services and, if appropriate, Directed Trustee services. USIA and its affiliate, USI Consulting Group, have entered into a service agreement with Schwab for purposes of bundling plan services for such relationships. The client is not obligated to use Schwab for custodial or Directed Trustee Services. USIA and USI Consulting Group do not receive any additional revenue as a result of the client's decision to engage Schwab.

- Via indirect payment through the use of certain investment/insurance products: This method of payment is available to clients seeking only advisory services from USI Advisors, as well as to clients seeking a bundled package of services from a combination of USI Advisors and one or more affiliates (who provide various services, such as: brokerage services, recordkeeping, administration, actuarial services, regulatory and compliance consulting, etc.). An indirect payment is the recognition of revenue paid by third-parties to affiliates of USI Advisors as payment of USI Advisors' advisory fee. Please see Item #10 for information regarding the types of compensation that apply to these scenarios, as well as for information regarding the potential for conflicts of interest.

    - Where USI Advisors is NOT providing services as an ERISA Fiduciary: The client has the option to choose from a select universe of investments that will pay commissions (e.g., dealer concessions, finder's fees, 12(b)-1 fees, etc.) to an affiliated broker-dealer (i.e., USI Securities, Inc.). The commissions earned by the broker-dealer will be the same as

those paid to any other broker-dealer under the terms of a particular investment's prospectus. These commissions or a portion thereof, and in some cases, will be recognized and applied toward payment of USI Advisors' advisory fee. In situations where the commissions received are insufficient to pay the full advisory fee, the Client will be invoiced for the shortfall. This payment option can be utilized by a client to leverage the affiliated relationship of USI Securities, Inc. and USI Advisors in order to have a portion, or all, of its advisory services paid for with commissions.

- Investment Advisory Services for Direct Solutions Product: Direct Solutions is a bundled service offering which involves USIA and certain affiliates and non-affiliated third parties in the delivery of an ERISA retirement plan program. In addition to the advisory fees charged by USIA, certain products have additional fees that are received by USIA (and other service providers) in the Direct Solutions Product. Examples of these fees are 12b-1 fees, broker dealer concessions, sub-transfer agency fees, and infrastructure fees. USIA will offset and credit its receipt of these fees against the advisory fees it charges. Any excess, net of recordkeeping and other plan fees agreed upon, will be returned to the Plan as part of an annual reconciliation process conducted by USI Consulting Group along with a written annual reconciliation statement. Please refer to the USI Advisors, Inc Direct Solutions ERISA 3(21) Investment Advisory Agreement for more disclosure information about fees, compensation, and costs under the Direct Solutions Product.

  For certain legacy clients, no revenue will be earned by the Advisor if contractually agreed upon in the existing advisory agreement. Service costs for these legacy client accounts are covered in the USI Consulting Group Direct Solutions Service Agreement; please refer to the agreement for further details.

- Where USI Advisors accepts a role as an ERISA Fiduciary: In some cases, USIA will agree in writing, to serve as a "fiduciary" as defined under ERISA (i.e., the Employee Retirement Income Security Act of 1974) solely with respect to the investment services provided to a plan which is subject to ERISA. In such cases, the client's advisory fee provided under the Investment Advisory Agreement will be specified in dollars or as a percentage of plan assets at the start of the client engagement. Any indirect compensation received by affiliates of USI Advisors (e.g., USIS or USICG) will be used to offset the specified advisory fee on a dollar-for-dollar basis. In the event the indirect compensation actually received exceeds the specified advisory fee, the overage will be returned to the plan or, at the direction of the client, used to pay for additional services which are determined by the client to be reasonable and necessary expenses of administering the plan. USI Advisors will not retain such overage for periods equal to or exceeding six months and in amounts exceeding $1,200. This indirect compensation can take several forms, depending upon the services used by the client (e.g., brokerage commissions; sub-transfer agent fees received by a recordkeeper; administrative service fees received by USICG to pay for services provided to the plan, commissions received by an insurance agency for annuity placement services, etc.). To the extent that the

allocated indirect compensation is less than the advisory fee, the client will be invoiced on a quarterly basis for the shortfall. USI Advisors provides a periodic invoice which includes a reconciliation to itemize the indirect compensation received.

As noted in Item 4, USIA may recommend and refer clients to a Sub-Advisor. For the portion of a client's account that is managed by the Sub-Advisor, USIA shall be invoiced by the Sub-Advisor a quarterly fee for its services, which will be paid by USIA directly. The Fee shall be a blended rate determined by applying the following tiered fee rates to the aggregate account value attributable to all Clients managed by the Sub-Advisor:

- 25 bps per annum of the first $100 million of the Aggregate Market Value;
- 20 bps per annum of the next $150 million of the Aggregate Market Value
- 18 bps per annum of the next $250 million of the Aggregate Market Value; and
- 15 bps per annum of all amounts in excess of $500 million of the Aggregate Market Value; and

and subject to a minimum annual Management Fee of $50,000 per Client.

***Pension Consultant Referral Service*:**

When USI Advisors services are not appropriate for a client, or upon client request, USI Advisors will provide the client with a referral to another Pension Consultant, based on a client's individual circumstances and needs. USI Advisors does not charge any direct or indirect fees to the client, nor receive direct or indirect compensation from the referring firm, for this service.

Additional Fees, Expenses, and Costs

USI Advisors is affiliated with USI Securities, Inc. (a FINRA member broker-dealer, federally registered investment adviser and licensed insurance agency). Supervised persons of USI Advisors can include registered representatives, and/or insurance agents of USI Securities, Inc. Therefore, registered and/or licensed to sell both insurance and/or securities through USI Securities, Inc. The services of USI Securities, Inc. will typically be recommended to clients in order to implement the investment recommendations provided by USI Advisors (i.e., to buy and/or sell securities). This relationship presents a conflict of interest in that USI Advisors receives material support and economic benefit from USI Securities, Inc. (e.g., operations support, compliance consulting, computer trading systems access, etc.) at a discounted rate. Clients are under no obligation to purchase or sell securities through USI Securities, Inc.; however, if they choose to do so, the client should know that the price paid for mutual fund share purchases and sales will be no less favorable than that of any other broker-dealer. The commissions/compensation earned by USI Securities, Inc., from the distributing broker-dealer of the mutual fund shares, will be the same as that which is paid to any other broker-dealer under the terms of the prospectus. Please note that a small transactional charge associated with clearing and settling the

trade will be higher or lower than other broker-dealers. This charge is currently waived for USI Advisors' clients who use USI Securities, Inc. to purchase and sell mutual fund shares.

Additionally, clients and potential clients should be aware that assets invested in mutual fund portfolio shares are subject to various other fees and expenses that are paid by those portfolios, but ultimately borne by clients as shareholders. These expenses, which are described in the portfolio's prospectuses, can include investment advisory, administration, distribution, transfer agent, custodial, legal, audit, and other customary fees/expenses related to investments in mutual funds as applicable. Other investments have comparable types of fees and expenses which are described in their disclosure documents and marketing materials.

Compensation for the Sale of Securities or Other Investment Products

Supervised persons of USI Advisors, in their capacity as Registered Representatives of USI Securities, Inc., can recommend USI Securities, Inc.'s Broker-Dealer services to clients who have utilized or are utilizing USI Advisors' advisory services. Clients, however, are under no obligation to purchase or sell securities through USI Securities, Inc.

Supervised persons of USI Advisors, in their capacity as insurance agents can also recommend various insurance products to clients who have utilized or are utilizing USI Advisors' advisory services. Once again, clients are under no obligation to purchase insurance products through these supervised persons. In certain instances (e.g., the sale of Group Fixed Annuities), the recommendation and sale of these insurance products is a separate and distinct service not related to the contracted advisory services of USI Advisors.

Certain USI affiliated Supervised Persons (who are also deemed to be sales persons), who solicit advisory clients and sell securities and/or insurance products, either through USI Securities, Inc. or another affiliate of USI Advisors, can (in-part) be 1) directly compensated by the level of fees and/or commission revenue; and/or 2) indirectly compensated through other forms of compensation (e.g., sales related bonuses). This represents a conflict of interest, as this compensation may or may not be offset (depending upon the nature of the advisory relationship) against USI Advisors' advisory fees.

Depending upon the client's preferences with respect to the payment of advisory services (i.e., hard-dollar fee vs. indirect payment), the client can direct USI Advisors to include or exclude the use of no-load commissionable, Broker-Dealer Concession, and/or Revenue Sharing mutual funds.

USIA provides advisory services under various arrangements with different types of clients. Investment products differ as to the fees associated with product itself, as do the revenue sharing arrangements that may exist between a USI entity and a third party such as a custodian or recordkeeper. Examples include 12b-1 fees, sub-transfer agent fees, broker dealer concessions, infrastructure fees, "trail commissions", and other miscellaneous service, transaction, administrative and account fees. More information is provided in the appropriate account opening documentation, service agreement, or investment product disclosure document (e.g., mutual fund prospectus). Any questions on fees, compensation and expenses can be directed to your USI financial adviser.

Item 6 – Performance-Based Fees and Side-By-Side Management

USI Advisors does not charge any performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client).

Item 7 – Types of Clients

USI Advisors provides investment advisory services primarily to employer-sponsored retirement plans, corporate pension and profit-sharing plans, endowments, charitable organizations, trust programs, corporations, municipalities, and various types of institutional investors.

For certain legacy retirement plans, the Firm can be contractually obligated to provide investment advice to plan participants. The Firm reserves the right to refuse to engage certain prospects based on the type and/or size of the proposed account. Additionally, some scenarios involve the implementation of a minimum fee/charge, which will be specified in the Investment Advisory Agreement.

Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss

Methodologies

USI Advisors defines **Methods of Analysis** as the procedure to assess (a) the economic and market environment as well as (b) factors that determine a suitable investment strategy.

(a) Assessment of economic and market environment

The assessment of the economic and market environment is researched and evaluated by the following measures and indicators: (1) Economic Growth in form of GDP (2) Consumer behavior in form of consumer spending and consumer confidence (3) Labor market in form of unemployment and underemployment rates (4) Housing market in form of prices, sales numbers as well as inventories (5) Corporate profitability in form of earnings and earnings estimates (6) Inflationary environment in form of headline and core inflation (7) Interest rates in form of Yield curve analysis and (8) International market including the analysis of currencies and geopolitical risks.

(b) Assessment of factors that determine a suitable investment strategy

Client-specific factors that determine a suitable investment strategy are defined in the Investment Policy Statement as the client's objectives (Return, Risk) and constraints (Liquidity, Legal/Regulatory, Time Horizon, Tax, Unique circumstances). In cases where the client has the authority to determine the portfolio holdings (e.g., Defined Benefit Plan), the most important factor of a suitable investment strategy is the strategic asset allocation and the allowable ranges around the target portfolio.

In cases where the client does not have authority to determine portfolio holdings (e.g., participant-based plans; 401(k) plan), the most important factor of a suitable investment strategy is the choice of the underlying investment options. Since USI Advisors does not manage assets in-house, USI Advisor's method of analysis is defined by a rigorous due diligence process of asset managers. The due diligence process is designed to identify, analyze, evaluate and monitor investment managers.

- *Identify*

  Utilizing third party databases and software packages including Morningstar Direct, USI Advisors applies a rigorous proprietary screening methodology to identify qualified asset managers.

- *Analyze*

  Principals of Modern Portfolio Theory are applied. Investment analysts employ qualitative and quantitative research techniques to ensure appropriate investment recommendations.

  Factors that can determine suitability of the investment option include stability of firm/investment management team, intuitive investment philosophy and connection with the investment process and firm culture, consistent and repeatable investment process validated by absolute and relative performance and risk measures, and product level considerations.

- *Evaluate*

  Investment Committee challenges investment analysts' research to determine quality and consistency of investment recommendations. Investments are categorized into: preferred investment list, hold, watch, or no action. Recommendations will typically come from preferred and approved investment list(s) depending on platform availability. These list(s) include active, passive and socially responsible investment option(s).

- *Monitor*

  Maintain and update database of all clients' investments. Communicate changes of material nature to clients, via regular fund commentary on changes that impact our rating of investment managers and investment options. Ensure preferred and approved investment list(s) reflect USI Advisor's best investment ideas.

Investment Strategies

USI Advisors believes **Investment Strategies** must be clearly defined for each client and accompanied by repeatable filtering processes designed to guide the client's selection of investment portfolios. USI Advisors acts in the capacity of a consultant and as such develops Investment Strategies that are consistent with the client's individual objectives (Return, Risk) and constraints (Liquidity, Legal/Regulatory, Time Horizon, Tax, Unique circumstances).

Due to the heterogeneous nature of client's objectives and constraints, USI Advisors utilizes various investment strategies. The implementation of these investment strategies is achieved through utilization of outside asset managers, primarily, by recommending the use of mutual funds and, under appropriate circumstances, managed accounts, subaccounts of variable products, guaranteed insurance contracts (GICS), collective trusts and other cash type alternatives.

(1) Passive strategies:

(a) Passive asset allocation strategy: Also known as buy and hold strategy. Occasionally utilized for clients in the asset accumulation phase and for clients that do not believe in active asset allocation.

(b) Passive investment implementation strategy: Generally utilized for clients that desire market exposure through style-pure investments with the objective to minimize costs (index funds)

(2) Active strategies:

(a) Active asset allocation strategy: A target asset allocation including allowable ranges are defined in the client's Investment Policy Statement. USI Advisors takes market conditions into consideration to recommend tactical asset allocation moves around the long-term target portfolio.

(b) Active investment implementation strategy: Generally utilized for clients with the goal to outperform an investment benchmark.

(3) Liability-driven strategies: Generally utilized for pension clients. The two main approaches are cash-flow matching and duration matching.

Risks

Investing in securities involves risk of loss that clients should be prepared to bear.

USI Advisors does not guarantee the results of any advice or recommendations, nor can it guarantee that the investment objectives of clients will be realized. All investments bear different types and degrees of risk.

Investing in mutual funds, which are intended as long-term investments, involves risk, including the possible loss of principal. Investments in foreign securities and sector funds, including technology or real estate stocks, are subject to substantial volatility due to adverse political, economic, or other developments and carry additional risk resulting from lack of industry diversification. Funds that invest in small or mid-capitalization companies can experience a greater degree of market volatility than those of large-capitalization stocks and are riskier investments. Bond funds have the same interest rate, inflation, and credit risks associated with the underlying bonds owned by the fund. Generally, the value of bond funds rises when prevailing interest rates fall and falls when interest rates rise. Clients who invest in lower-grade debt securities are exposed to greater market fluctuations and risk of loss of

income and principal than when investing in securities in higher rated categories. Bear in mind that higher return potential is accompanied by higher risk.

Insurance product guarantees are based upon the claims paying ability of the issuing insurance company.

You should consider the investment objectives, risks, and charges and expenses of the investment options carefully before investing. The prospectuses and other comparable documents contain this and other information about the investment options. Prospectuses and other comparable documents are available by contacting USI Advisors at (860) 633-5283. You should read the prospectuses and/or other comparable documents carefully before investing.

While the Firm's investment strategies are designed to provide appropriate investment diversification, some investments have significantly greater risks than others. And while diversification and asset allocation are effective strategies to help you manage risk, they do not guarantee against loss. Clients should always be cognizant of the fact that obtaining higher rates of return on investments entails accepting higher levels of risk. The Firm's investment strategies are designed to seek a balance between risks and rewards to achieve the stated investment objectives. Clients need to ask questions about investment risks they do not understand. USI Advisors would be pleased to discuss any questions you may have in this regard.

Past performance is no guarantee of future results.

Item 9 – Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of USI Advisors or the integrity of USI Advisors' management. USI Advisors has no information applicable to this Item.

Item 10 – Other Financial Industry Activities and Affiliations

USI Advisors is a wholly-owned subsidiary of USIC Investment Group, Inc. ("USIC IG"). USIC IG is controlled, through ownership of all voting shares, by USIR Management LLC, an entity owned and controlled by certain executive officers of USI, Inc. USI, Inc. is a Delaware corporation primarily engaged, through multiple subsidiaries, in a range of insurance and annuity brokerage, group benefits, and consulting businesses, focusing on small and mid-size business in the United States.

The non-voting shares of USIC IG are held by USI Consulting Group, Inc. ("USI Consulting Group") (an employee benefits service provider, pension consultant, third-party administrator/record keeper and licensed insurance agency), which is also indirectly owned by USI, Inc. USI Inc. is an indirect subsidiary of USI Advantage Corp., which is controlled by entities affiliated with Kohlberg Kravis Roberts & Co. L.P ("KKR"), and Caisse de dépôt et placement du Québec ("CDPQ"). KKR is an investment firm that manages investments across multiple asset classes including private equity, energy, infrastructure, real estate, credit, and hedge funds. CDPQ is a Canadian long-term institutional investor that manages funds

primarily for public and Para public pension and insurance plans. However, none of KKR, CDPQ, or their affiliated entities will directly or indirectly control USIA or otherwise have the authority to direct the management or policies of USIA.

All of USI Advisors' supervised persons are employees of USI Consulting Group, Inc., or affiliated firms under the common control of USI Inc.

USI Advisors is affiliated with USI Securities, Inc. (a FINRA member broker-dealer, federally registered investment adviser and licensed insurance agency), which is also a wholly owned subsidiary of USIC IG. Management and supervised persons of USI Advisors may be registered representatives, investment advisory representatives, and/or insurance agents of USI Securities, Inc. Therefore, they may be registered and/or licensed to sell both insurance and/or securities and to offer investment advisory services through USI Securities, Inc. The services of USI Securities, Inc. will typically be recommended to clients in order to implement the investment recommendations provided by USI Advisors (i.e., to buy and/or sell securities). This relationship presents a conflict of interest in that USI Advisors receives material support and economic benefit from USI Securities, Inc. (e.g., operations support, compliance consulting, computer trading systems access, etc.) at a discounted rate. Clients are under no obligation to purchase or sell securities through USI Securities, Inc.; however, if they choose to do so, the client should know that the price paid for mutual fund share purchases and sales will be no less favorable than that of any other broker-dealer. A client, however, has the option of choosing a broker-dealer other than USIS. In instances such as Direct Solutions, USIS is part of the bundled offering of service providers. The commissions/compensation earned by USI Securities, Inc. from the distributing broker-dealer of the mutual fund shares, will be the same as that which is paid to any other broker-dealer under the terms of the prospectus. Please note that a small transactional charge associated with clearing and settling the trade may be higher or lower than other broker-dealers. This charge is currently waived for USI Advisors' clients who use USI Securities, Inc. to purchase and sell mutual fund shares.

Certain supervised persons may be licensed insurance agents who are sub-agents of USI Consulting Group's general insurance agency. USI Consulting Group is also an employee benefits provider, pension consultant, and third-party administrator/record keeper and licensed insurance agency. USI Consulting Group will typically receive commissions/compensation from an insurance carrier in relation to sales of a particular insurance product. Supervised persons of USIA may also be licensed insurance agents of other insurance companies. As such, these individuals are able to receive separate, yet customary commission compensation resulting from implementing insurance product transactions on behalf of advisory clients.

Many mutual fund companies offer one or more retirement share classes specifically for the use by employer-sponsored retirement plans as investment options, (some share classes pay compensation to third parties, such as commissions, 12b-1 fees, and other administrative fees, while other share classes do not). The retirement share classes that are available to a Client are generally determined by specific criteria set by the mutual fund company, such as plan asset size and/or the number of participants in the retirement plan. The available share classes may factor into the fee structure and how the investment

advisory fees and expenses are paid. For particular share class information, please refer to the investment product prospectus.

Depending on the share class, companies affiliated with USI Advisors may receive various forms of compensation from providers of services that USI Advisors recommends. This compensation is not directly received by USI Advisors, but contributes to the revenue of the overall organization. This compensation may come in the form of commissions paid to an affiliated broker-dealer by a mutual fund company, insurance company, or other organization for the sale of an investment product; 12b-1 fees paid by a mutual fund company to a broker-dealer for distribution and servicing of mutual funds; commissions/fees paid to a broker/dealer by a trust company; sub-Transfer Agent fees paid to an affiliated retirement plan administrator or recordkeeper by a mutual fund company, insurance company, or other organization for servicing and administering various investment options; fees paid for non-advisory third-party administrative services by clients; fees paid by an employee benefits provider to an affiliated company for sales of various products or services; and/or commissions paid to an affiliated company or individual by an insurance carrier for sales of a particular insurance product. DEPENDING ON HOW A PLAN CHOOSES TO PAY THEIR USIA / USICG FEES THE EXISTENCE OF THESE PAYMENTS WILL IMPACT USI ADVISORS' RECOMMENDATIONS. The existence of this additional compensation will be taken into consideration in the negotiation of investment advisory fees for the services offered by USI Advisors (i.e., a client who receives additional services that results in additional revenue to the overall organization may pay less in investment advisory fees to USI Advisors for similar services than a client who does not have another relationship with the overall organization).

Commissions/compensation received by affiliated companies in relation to securities and/or insurance products recommended by advisory personnel of USI Advisors may represent a material conflict of interest. With the exception of Non-ERISA Plans, this conflict of interest is mitigated through the “off-setting” of investment advisory fees by any such commission/compensation received by the affiliate. For example, if USI Advisors charges a $20,000 annual fee for investment advisory services and USI Securities, Inc. receives $18,000 in securities commissions related to the implementation of that investment advice, then the Client would be billed for only the $2,000 difference.

Item 11 – Code of Ethics

USI Advisors has adopted a Code of Ethics for all supervised persons of the Firm describing its high standard of business conduct, and fiduciary duty to its clients. The Code of Ethics includes provisions relating to the confidentiality of client information, a prohibition on insider trading, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading and reporting procedures, among other things. The purpose of the Code is to preclude activities which may lead to or give the appearance of conflicts of interest, insider trading and other forms of prohibited or unethical business conduct. USI Advisors and its associates are prohibited from engaging in fraudulent, deceptive, or manipulative conduct. Compliance with this Code involves more than acting with honesty and good faith alone. It means that USI Advisors has an affirmative duty of utmost good faith to act solely in the best interest of its clients. All supervised persons at USI Advisors must acknowledge the terms of the Code of Ethics annually, or as amended.

USI Advisors clients or prospective clients may request a copy of the Firm's Code of Ethics by contacting Melinda Robidoux (Chief Compliance Officer, 860-368-2909).

Participation or Interest in Client Transactions

USIA or individuals associated with USIA may buy or sell securities identical to, or different than, those recommended to customers. In addition, any related person(s) may have an interest of position in a certain security(ies) that may also be recommended to a client. As these situations represent a conflict of interest, USIA has established the following restrictions, among others:

1. No person employed by USIA may purchase or sell any security prior to a transaction(s) being implemented for an advisory account.

2. A director, officer, or employee of USIA shall not buy or sell securities for their personal portfolio(s) where their decision is substantially derived, in whole or in part, by reason of his or her employment unless the information is also available to the investing public on reasonable inquiry. No person of USIA shall prefer his or her own interest to that of the advisory client.

3. USIA maintains a listing of reportable securities holdings for all non-exempt Access Persons with access to client advisory recommendations in reportable securities. These holdings are reviewed by the Chief Compliance Officer and/or one or more of the other executive officers/directors.

4. All clients are fully informed that certain individuals may receive separate compensation when affecting transactions during the implementation process.

5. USIA emphasizes the unrestricted right of the client to decline to implement any advice rendered.

6. USIA requires that all individuals must act in accordance with all applicable federal and state regulations governing registered investment advisory practices.

7. Any individual not in observance of the above may be subject to termination.

Item 12 – Brokerage Practices

Supervised persons of USI Advisors may be Registered Representatives of USI Securities, Inc., a FINRA Registered Broker-Dealer. Advisory recommendations of USI Advisors may include products or services offered by USI Securities, Inc.

The services of USI Securities, Inc. (a securities broker-dealer affiliated with USI Advisors) will typically be recommended to clients in order to implement the investment advice provided by USI Advisors (i.e., to buy and/or sell securities). This relationship presents a conflict of interest in that USI Advisors receives material support and economic benefit from USI Securities, Inc. (e.g., operations support, compliance consulting, computer trading systems access, etc.) at a discounted rate. Clients are under no obligation

to purchase or sell securities through USI Securities, Inc.; however, if they choose to do so, the Client should know that the price paid for mutual fund share purchases and sales will be no less favorable than that of any other broker-dealer. The commissions/compensation earned by USI Securities, Inc. from the distributing broker-dealer of the mutual fund shares, will be the same as that paid to any other broker-dealer under the terms of the applicable fund's prospectus. Please note that a small transactional charge associated with clearing and settling the trade may be higher or lower than other broker-dealers. This charge is currently waived for USI Advisors' clients who use USI Securities, Inc. to purchase and sell mutual fund shares.

Retirement Plan Consulting clients will be required to select their own broker-dealers and insurance companies for the implementation of Retirement Plan Consulting recommendations. USIA may recommend any one of several brokers, provided that such recommendation is consistent with USIA's obligations as a registered investment adviser. USIA clients must independently evaluate these brokers. The factors USIA considers when making this recommendation are the broker's ability to provide professional services, our experience with the broker, the broker's reputation, quality of execution services, and costs of services, among other factors.

In addition, insurance product transactions placed through our affiliated individuals, as licensed insurance agents, may generate insurance commissions and/or incentive awards. These insurance commissions and/or incentive awards are separate and distinct from USIA's advisory fees. In some instances, depending on the size of the transaction, advisory fees may be discounted or waived, at USIA's discretion, for insurance commissions and/or incentive awards.

Item 13 – Review of Accounts

The following describes USIA's practices with respect to the review of accounts and reporting to clients. Practices may differ if USIA and the client have contractually agreed to employ other review and reporting practices.

Performance

Portfolio reviews will occur on a quarterly, semi-annual and/or annual basis depending on the particular service provided by USIA to the client. If market volatility is above average, a more frequent review may occur. Portfolio reviews are completed by an Investment Consultant of USIA. During the review process the Investment Consultant reviews the clients Investment Policy Statement, Asset Allocation, Asset Class Diversification, Management Selection, and Performance. The findings from the review are then delivered to the client. There is a minimum of 10 accounts assigned for the reviewer. USIA uses Modern Portfolio Theory (MPT) which deals with the rationale for and methods of diversifying portfolios.

All Clients will receive quarterly, semi-annual, and/or annual reports in addition to the custodial statements provided by the clients' broker/dealer and/or custodian. These reports include performance data over various periods.

Supervisory Controls and Testing

Specific tests may be conducted by Investment Administrators of USI Advisors on a periodic or ad hoc basis. Client files selected for review may be targeted or random or a combination of both at the discretion of the President and/or CCO. In the event that testing results show deficiencies, they will immediately be escalated to the Chief Compliance Officer of USI Advisors, Inc. All other testing results will be reported to the CCO during the next USI Advisors' compliance meeting, which is conducted quarterly. In general, as part of the Firm's ongoing testing, a sample selection of client files will be reviewed and measured against the requirements outlined in the Firm's written policies and procedures to verify that each client file is properly documented. Depending on the changes in the Firm's business model, standard operating practices and the regulatory environment, the types of testing and sample sizes are subject to change. The testing of clients files will include the review of (where applicable) properly documented and approved Investment Advisory Agreement which includes acknowledgement of ADV Part II receipt, original disclosures provided to the client, a copy of the Investment Policy Statement, for each trade execution properly completed trade tickets (e.g., written client authorization), the production and accuracy of Fiduciary Oversight reviews (delivered during that quarter), and the accuracy of the client's billing.

Item 14 – Client Referrals and Other Compensation

Currently, USI Advisors compensates two outside investment advisors or consultants through a discontinued legacy referral program, which includes two advisory client accounts. Through this program, USIA continues to compensate the other investment advisors or consultants for past referrals or is compensated for past referrals to other investment advisory firms. Payment is a flat fee or a percentage of revenue depending upon the particulars of the situation. Such agreements comply with the requirements set out in Rule 206(4)-1 (the Marketing Rule) of the Investment Advisers Act of 1940. The relationship between USIA and the other investment advisor or consultant was disclosed in writing to the client at the time of the solicitation or referral. No advertising or marketing activities are performed for this discontinued legacy referral program.

Other than the discontinued referral program outlined above, USI Advisors does not directly or indirectly compensate any person who is not a USIA supervised person for client referrals. In addition, no person who is not a client provides an economic benefit to USIA for providing investment advice or other advisory services to USIA's clients.

USI Advisors receives material support and economic benefit from USI Securities, Inc. (e.g., operations support, compliance consulting, computer trading systems access, etc.) at a discounted rate. USI Securities, Inc. is a registered broker-dealer that is affiliated with USI Advisors.

USI Advisors may receive additional compensation from product sponsors in the form of the following:

- assorted gifts of nominal value (e.g., logo emblazoned umbrellas, golf balls, hats, t-shirts or other apparel, etc.);

- business-related entertainment, wherein a representative of a product sponsor is present (e.g., meals, attendance at sporting or theatrical events, etc.);

- business-related marketing/advertising support (e.g., payment of media placement fees, development of hardcopy materials at reduced or no charge, client appreciation event support, etc.); and/or

- business-related conferences, due diligence events and/or training/educational sessions (which may or may not involve transportation, lodging, entertainment, meals, etc.).

The Firm documents and assesses all gifts and additional cash and non-cash compensation received from third-parties in order to determine the appropriateness of the compensation. The policies and procedures of the Firm are designed to preclude the acceptance of any compensation that would create an environment in which supervised persons would feel compelled to comport themselves in a manner inconsistent with acting in the best interests of the Firm's clients.

In addition, those supervised persons that are also Registered Representatives of USI Securities, Inc. may receive from product sponsors and issuers with which USIS has a selling agreement additional compensation as such is described above. As Registered Representatives, these supervised persons would also be subject to the policies and procedures of USI Securities, Inc. and FINRA rules. FINRA rules and the provisions of the aforementioned selling agreements place limitations or restrictions on the nature and types of additional compensation that can be provided.

Item 15 – Custody

Client assets are held at qualified custodians in accounts that are registered in the name of the client. To that end, USI Advisors has established relationships with various non-affiliated third-party clearing/custodian broker-dealers who are responsible for taking custody of and maintaining client funds and securities. For purposes of providing its advisory services, USI Advisors does not maintain either possession or custody of client assets.

While the Firm does not maintain actual possession or custody of client assets in the manner of its qualified custodians, it may be deemed to have custody of client funds or securities under applicable SEC guidance for those clients who have authorized us to calculate and deduct our advisory fees from the clients' account. In such situations, the custodian maintains actual possession of the clients' assets.

Since USI Advisors calculates the amount of the investment advisory fee to be deducted each quarter it is important for clients to carefully review their account statements to verify the accuracy of the calculation, among other things. Clients should contact USI Advisors directly if they believe that there are any errors in their advisory fee.

Clients may also receive periodic account statements from USI Advisors. We urge clients to compare the account statements received from USI Advisors with those received from the custodian. Please note that USI Advisors statements may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities**.**

Item 16 – Investment Discretion

USI Advisors provides investment advisory services to plan sponsor clients on a discretionary or non-discretionary basis. Discretionary services are associated with a plan sponsor client for which the client has provided authorization to the Firm to select and monitor the investment lineup without pre-authorization, including each change to the lineup or subsequent transaction. Accounts established as non-discretionary require that the plan sponsor client make the final decision regarding the investment lineup, changes to the lineup and all required transactions. USIA will assist in placing all requested securities transactions, but will not act unilaterally to make changes without the direction and consent of the non-discretionary client.

When making investment decisions or recommendations, USI Advisors observes the investment objectives, policies, limitations, and restrictions of the clients for which it advises (e.g., in accordance with the guidelines specified within a retirement plan client's Investment Policy Statement).

Investment guidelines and restrictions must be provided to USI Advisors in writing.

Item 17 – Voting Client Securities

As a matter of Firm policy and practice, USI Advisors does not have any authority to and does not vote proxies on behalf of advisory clients. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in client portfolios.

Item 18 – Financial Information

Registered investment advisers are required in this Item to provide you with certain financial information or disclosures about USI Advisors' financial condition. USI Advisors has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients and has not been the subject of a bankruptcy proceeding.

USI Advisors does not require or solicit prepayment of more than $1,200 in fees per client and six months or more in advance.

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Michael Welz, CFA, CAIA, CIMA®

President and Chief Investment Officer

95 Glastonbury Boulevard Suite 102, Glastonbury CT 06033

(860) 368-2908

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

May 1st, 2017

This Brochure Supplement provides information about Mr. Michael Welz that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Michael Welz is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Michael Welz (born in 1970)

Education:

- Master's Degree equivalent (Diplom Volkswirt) – Economics – University of Cologne in Germany
- CFA (Chartered Financial Analyst) – Conferred by the CFA Institute, this professional designation requires individuals to meet the following requirements:
  - Complete the CFA Program - Self-study program (250 hours of study for each of the 3 levels)
  - Pledge to adhere to the CFA Institute Code of Ethics and Standards of Professional Conduct
  - Have four years of qualified investment work experience
  - Become a regular member of CFA Institute and apply for membership to a local CFA member society.

- CAIA (Chartered Alternative Investment Analyst) – Conferred by the Chartered Alternative Investment Analyst Association, this professional designation requires individuals to meet the following requirements: Bachelor's or equivalent degree and more than one year of business experience in the financial industry, or 4 years of experience in the financial industry, and a self-study certification program which requires the successful completion of both the Level I and Level II examinations.
- CIMA (Certified Investment Management Analyst) – Conferred by Investments & Wealth Institute , this professional designation requires individuals to meet the following requirements: 3 years of financial services experience and an acceptable regulatory history. Candidates must pass an online Qualification Examination, successfully complete an in-class program at The Wharton School, University of Pennsylvania, or online through Yale School of Management, and pass an online Certification Examination. CIMA designees are required to adhere to Investments & Wealth Institute's Code of Professional Responsibility, Standards of Practice, and Rules and Guidelines for Use of the Marks. CIMA designees must report 40 hours of continuing education credits, including two ethics hours, every two years to maintain the certification.
- Series 65 (Uniform Investment Adviser Law Examination)

Business Experience (last five years):

- 2014 to present: President and Chief Investment Officer at USI Advisors, Inc.
- 2013 to present: Chief Investment Officer at USI Advisors, Inc.
- 2010 to 2012: Senior Investment Consultant at USI Advisors, Inc.
- 2005 to 2010: Financial Services Associate at Merrill Lynch

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mr. Michael Welz is a registered representative of USI Securities, Inc. (a securities broker-dealer Member FINRA/SIPC affiliated with USI Advisors, Inc.). The firm does not perceive a conflict of interest in Mr. Michael Welz holding this role: as he is a salaried employee, does not have product or revenue related sales goals, and is not compensated based upon commissions or revenue generated through the implementation of the investment advice that he provides.

Other Credentials:

- Series 7 (General Securities Representative)
- Series 63 (Uniform Securities Agent State Law Examination)

Item 5- Additional Compensation

Mr. Michael Welz does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Michael Welz. The advisory activity of Mr. Michael Welz, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the CCO of USI Advisors, Inc. (Melinda Robidoux at (860) 368-2909).

Additionally, the firm reviews Mr. Welz's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Rodger Metzger, CFA

Director of Investment Advisory Services

95 Glastonbury Boulevard Suite 102, Glastonbury CT 06033

(860) 878-8240

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

November 3, 2023

This Brochure Supplement provides information about Mr. Rodger Metzger that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Rodger Metzger is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Rodger Metzger (born in 1959)

Education:

- BA, Economics – St. Lawrence University
- MBA – University of Hartford
- CFA (Chartered Financial Analyst) – Conferred by the CFA Institute, this professional designation requires individuals to meet the following requirements:
  - Complete the CFA Program - Self-study program (250 hours of study for each of the 3 levels)
  - Pledge to adhere to the CFA Institute Code of Ethics and Standards of Professional Conduct
  - Have four years of qualified investment work experience
  - Become a regular member of CFA Institute and apply for membership to a local CFA member society.

Business Experience (last five years):

- 2023 to present: Director of Investment Advisory Services, USI Advisors, Inc.
- 2005 to 2023: President and Chief Investment Officer, Hooker and Holcombe Investment Advisors, Inc.

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients. Rodger Metzger is not actively engaged in any such activities.

Item 5- Additional Compensation

Mr. Rodger Metzger does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Rodger Metzger. The advisory activity of Mr. Metzger, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Metzger's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Ralph Lehman, CFA

Investment Consultant

900 South Gay Street, Suite 1796, Knoxville, TN 37902

(865) 450-1916

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

September 18th, 2018

This Brochure Supplement provides information about Mr. Ralph Lehman that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Ralph Lehman is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Ralph Lehman (born in 1964)

Education:

- BBA – International Marketing – University of Georgia
- JD/MBA – University of Tennessee
- CFA (Chartered Financial Analyst) – Conferred by the CFA Institute, this professional designation requires individuals to meet the following requirements:
  - Complete the CFA Program - Self-study program (250 hours of study for each of the 3 levels)
  - Pledge to adhere to the CFA Institute Code of Ethics and Standards of Professional Conduct
  - Have four years of qualified investment work experience
  - Become a regular member of CFA Institute and apply for membership to a local CFA member society.
- CAIA (Chartered Alternative Investment Analyst) – Conferred by the Chartered

Alternative Investment Analyst Association, this professional designation requires individuals to meet the following requirements: Bachelor's or equivalent degree and more than one year of business experience in the financial industry, or 4 years of experience in the financial industry, and a self-study certification program which requires the successful completion of both the Level I and Level II examinations.

Business Experience (last five years):

- 9/2018 – present: Investment Consultant at USI Advisors, Inc.
- 12/2010 – 8/2016: Portfolio Manager at Pinnacle Bank
- 10/2008 – 12/2010: Portfolio Manager at First Tennessee Bank
- 2/2001 – 10/2008: Investment Manager at Home Federal Bank

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mr. Ralph Lehman has also authored a book on the development of the exchange traded fund (ETF), titled The Elusive Trade that was published in May of 2019. The firm does not perceive a conflict of interest in Mr. Ralph Lehman being an author: as he is a salaried employee, does not have product or revenue related sales goals, and is not compensated based upon commissions or revenue generated through the implementation of the investment advice that he provides.

Item 5- Additional Compensation

Mr. Ralph Lehman does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Ralph Lehman. The advisory activity of Mr. Ralph Lehman, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Lehman's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Shawn Heron, CIMA®

Senior Investment Consultant

350 Fifth Avenue Suite 3700 New York, New York 10018

(212)-878-0406

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

May 1st, 2017

This Brochure Supplement provides information about Mr. Shawn Heron that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Shawn Heron is available on the FINRA website at http://www.finra.org.

Item 2- Educational Background and Business Experience

Mr. Shawn Heron (born in 1965)

Education:

- BS – Business Administration – College of Wagner College
- Series 65 (Uniform Investment Adviser Law Examination)
- CIMA (Certified Investment Management Analyst) – Conferred by Investments & Wealth Institute , this professional designation requires individuals to meet the following requirements: 3 years of financial services experience and an acceptable regulatory history. Candidates must pass an online Qualification Examination, successfully complete an in-class program at The Wharton School, University of Pennsylvania, or online through Yale School of Management, and pass an online Certification Examination. CIMA designees are required to adhere to Investments & Wealth Institute's Code of Professional Responsibility, Standards of Practice, and Rules and Guidelines for Use of the Marks. CIMA designees must report 40 hours of

continuing education credits, including two ethics hours, every two years to maintain the certification.

Business Experience (last five years):

- 2008 to present: Senior Investment Consultant with USI Advisors, Inc.
- 2002 to 2008: Relationship Manager with BlackRock / Merrill Lynch Investment Managers
- 1999 to 2002: Investment Advisor with Merrill Lynch
- 1997 to 1999: Investment Advisor with UBS Paine Webber

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mr. Shawn Heron has no other business activities and therefore has no conflicts of interest within his role.

Item 5- Additional Compensation

Mr. Shawn Heron does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Shawn Heron. The advisory activity of Mr. Shawn Heron, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Heron's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Alba Tedone, CIMA®

Senior Investment Consultant

95 Glastonbury Blvd. Suite 102, Glastonbury CT 06033

(860) 652-1057

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

January 17th, 2020

This Brochure Supplement provides information about Mrs. Alba Tedone that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mrs. Alba Tedone available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mrs. Alba Tedone (born in 1985)

Education:

- BS – Finance - Central Connecticut State University
- Series 65 (Uniform Investment Adviser Law Examination)
- CIMA (Certified Investment Management Analyst) – Conferred by Investments & Wealth Institute , this professional designation requires individuals to meet the following requirements: 3 years of financial services experience and an acceptable regulatory history. Candidates must pass an online Qualification Examination, successfully complete an in-class program at The Wharton School, University of Pennsylvania, or online through Yale School of Management, and pass an online Certification Examination. CIMA designees are required to adhere to Investments & Wealth Institute's Code of Professional Responsibility, Standards of Practice, and Rules and Guidelines for Use of the Marks. CIMA designees must report 40 hours of

continuing education credits, including two ethics hours, every two years to maintain the certification.

Business Experience (last five years):

- 2019 – present: Senior Investment Consultant at USI Advisors, Inc.
- 2013 – 2019: Investment Consultant at USI Advisors, Inc.
- 2010 – 2013: Investment Analyst at USI Advisors, Inc.

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mrs. Alba Tedone has no other business activities and therefore has no conflicts of interest within her role.

Item 5- Additional Compensation

Mrs. Alba Tedone does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mrs. Alba Tedone. The advisory activity of Mrs. Alba Tedone, including the investment advice that she provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mrs. Tedone's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Joseph DeRosa, CIMA®

Senior Investment Consultant

95 Glastonbury Boulevard Suite 102, Glastonbury CT 06033 (860) 652-1006

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

May 1st, 2017

This Brochure Supplement provides information about Mr. Joseph DeRosa that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Joseph DeRosa is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Joseph DeRosa (born in 1975)

Education:

- BS – Economics – College of The Holy Cross
- Passed Level 1 of the Chartered Financial Analyst ("CFA") program.
- CIMA (Certified Investment Management Analyst) – Conferred by Investments & Wealth Institute , this professional designation requires individuals to meet the following requirements: 3 years of financial services experience and an acceptable regulatory history. Candidates must pass an online Qualification Examination, successfully complete an in-class program at The Wharton School, University of Pennsylvania, or online through Yale School of Management, and pass an online Certification Examination. CIMA designees are required to adhere to Investments & Wealth Institute's Code of Professional Responsibility, Standards of Practice, and Rules and Guidelines for Use of the Marks. CIMA designees must report 40 hours of

continuing education credits, including two ethics hours, every two years to maintain the certification.
- Series 65 (Uniform Investment Adviser Law Examination)

Business Experience (last five years):
- 2015 to present: Senior Investment Consultant at USI Advisors, Inc.
- 2010 to 2015: Investment Consultant at USI Advisors, Inc.
- 2000 to 2009: Senior Investment Consultant at Kalson & Associates

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mr. Joseph DeRosa has no other business activities and therefore has no conflicts of interest within her role.

Item 5- Additional Compensation

Mr. Joseph DeRosa does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Joseph DeRosa. The advisory activity of Mr. Joseph DeRosa, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. DeRosa's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Teodora Grant, MBA, CFP®, CLU®, CIMA®

Senior Investment Consultant

14241 Dallas Parkway, Suite 700, Dallas TX 75204 (214) 443-3113

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

November 12th, 2019

This Brochure Supplement provides information about Mrs. Teodora Grant that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mrs. Teodora Grant is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mrs. Teodora Grant (born in 1979)

Education:

- BS – Finance – San Diego State University
- MBA – Texas A&M University
- Series 66 (Uniform Combined State Law Examination)
- CFP (CERTIFIED FINANCIAL PLANNER® certificant) – Conferred by the CFP Board, this professional designation requires individuals to meet the following requirements: Bachelor's degree (or higher), CFP Certification Examination, Three years of full-time relevant personal financial planning experience is required, and CFP® Certification Application. CFP® certification also requires you to agree to adhere to CFP Board's Code of Ethics and Professional Responsibility, Rules of Conduct and Financial Planning Practice Standards, and acknowledge CFP Board's right to enforce them through its Disciplinary Rules and Procedures.
- CIMA (Certified Investment Management Analyst) – Conferred by Investments & Wealth Institute , this professional designation requires individuals to meet the

following requirements: 3 years of financial services experience and an acceptable regulatory history. Candidates must pass an online Qualification Examination, successfully complete an in-class program at The Wharton School, University of Pennsylvania, or online through Yale School of Management, and pass an online Certification Examination. CIMA designees are required to adhere to Investments & Wealth Institute's Code of Professional Responsibility, Standards of Practice, and Rules and Guidelines for Use of the Marks. CIMA designees must report 40 hours of continuing education credits, including two ethics hours, every two years to maintain the certification.

Business Experience (last five years):

- 2017 to present: Investment Consultant at USI Advisors, Inc.
- 2015 to 2017: Director of Financial Planning & Wealth Advisor at MassMutual
- 2010 to 2014: Wealth Management Director at 1st Global

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mrs. Teodora Grant has no other business activities and therefore has no conflicts of interest within her role.

Other Credentials:

- Chartered Life Underwriter (CLU) ®

Item 5- Additional Compensation

Mrs. Teodora Grant does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mrs. Teodora Grant. The advisory activity of Mrs. Teodora Grant, including the investment advice that she provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908). Additionally, the firm reviews Mrs. Teodora Grant's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Paul Denu

Regional President and Practice Leader of the Retirement Consulting division of USI Consulting Group

261 Madison Avenue 5th Floor New York, New York 10018

(212)-878-0428

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

May 1st, 2017

This Brochure Supplement provides information about Mr. Paul Denu that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Paul Denu is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Paul Denu (born in 1965)

Education:

- BA – Mathematics – Western Connecticut State University
- Series 65 (Uniform Investment Adviser Law Examination)
- EA (Enrolled Actuary) – Conferred by the Joint Board of the Department of Treasury & Department of Labor, this professional designation requires individuals to meet the following requirements: 3 examinations
- MAAA - Member of the American Academy of Actuaries – Requires one or more of the following:
    - Associateship in the Casualty Actuarial Society, associateship in the Society of Actuaries, M.S.P.A. or F.S.P.A. in the American Society of Pension Professionals and Actuaries, membership in the Conference of Consulting Actuaries,

enrolled actuary status under Title 3, Section C of the Employee Retirement Income Security Act of 1974, fellowship in the Canadian Institute of Actuaries, fellowship in the Institute & Faculty of Actuaries, membership in the Colegio Nacional de Actuarios in Mexico, fellowship in the Institute of Actuaries of Australia. Any other actuarial educational credentials must be approved by the Membership Committee and the Executive Committee.

- A resident of the United States for at least three years, or a non-resident or new resident must certify their familiarity with U.S. laws and practices in their actuarial practice area which is intended to mean casualty, health, life, and pension.

Business Experience (last five years):

- 2012 to present: President of New York Region for the Retirement Consulting division of USI Consulting Group
- 2010 – 2012: Senior Vice President and Practice Leader for the Retirement Consulting division of USI Consulting Group
- 2007 – 2010: Vice President / Producer with USI Consulting Group
- 2006 – 2007: Director of Client Services with USI Consulting Group

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mr. Paul Denu is a registered representative of USI Securities, Inc. (a securities broker-dealer Member FINRA/SIPC affiliated with USI Advisors, Inc.). Mr. Paul Denu is also the President of New York Region for the Retirement Consulting division of USI Consulting Group. There are potential conflicts of interest in Mr. Paul Denu holding this role because a portion of the revenue that is directly related to his recommendations may increase his compensation.

USIA manages this potential conflict by fully disclosing to clients the total expenses of the product and compensation received by its affiliates for the sale of these products. They also limit Mr. Denu's recommendations to an approved list of investments and subject the approved investments to a due diligence process. Mr. Denu's recommendations will also be subject to the supervision and oversight delineated in USIA's Written Supervisory Procedures and will be tested for consistency with the client's financial goals and objectives as outlined in the supporting documentation provided by the client, including at time of acceptance as an advisory client. This documentation frequently includes a detailed

Investment Policy Statement adopted by the client and provided to USIA for purposes of formulating investment advice.

In addition, for certain clients subject to ERISA where USIA assumes a Fiduciary role with respect to its investment advice, total revenue received by affiliates for securities recommendations of Mr. Denu is subject to a reconciliation process that caps USIA's and Mr. Denu's compensation to no more than the advisory fees quoted to the client at the onset of the engagement.

Other Credentials

- Series 63 (Uniform Securities Agent State Law Examination)
- Life/Health Variable Products insurance license in over 20 states

Item 5- Additional Compensation

Mr. Paul Denu does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Paul Denu. The advisory activity of Mr. Paul Denu including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Denu's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Bindu Patel

Director of Research

95 Glastonbury Boulevard Suite 102, Glastonbury CT 06033

860-368-2977

USI Advisors, Inc.

95 Glastonbury Blvd., Glastonbury, CT 06033

(860) 633-5283

January 17th, 2020

This Brochure Supplement provides information about Ms. Bindu Patel that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Ms. Bindu Patel available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Ms. Bindu Patel (born in 1974)

Education:

- BA Psychology – University of Connecticut
- Series 65 (Uniform Investment Adviser Law Examination)

Business Experience (last five years):

- September 2019 to present: Director of Research at USI Advisors, Inc.
- February 2014 to September 2019: Senior Investment Research Analyst at USI Advisors, Inc.
- October 2005 to October 2013: Manager Research Analyst, AVP at ING Investment Management.

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Ms. Bindu Patel has no other business activities and therefore has no conflicts of interest within her role.

Item 5- Additional Compensation

Ms. Patel does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Ms. Patel. The advisory activity of Ms. Patel, including the investment advice that she provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Ms. Patel's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Christopher Martin

Senior Vice President and Practice Leader of USI Consulting Group's Defined Contribution department

95 Glastonbury Boulevard Suite 102, Glastonbury CT 06033 (860) 368-2935

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

May 1st, 2017

This Brochure Supplement provides information about Mr. Christopher Martin that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Christopher Martin is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Christopher Martin (born in 1960)

Education:

- BS – Business Finance – University of Connecticut
- Profit Sharing/401(k) Council of America Member, this professional designation requires individuals to meet the following requirements: a four-module course in which each module includes a test

Business Experience (last five years):

- 2000 to present: Senior Vice President and Practice Leader of USI Consulting Group's Defined Contribution department

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mr. Christopher Martin is a registered representative of USI Securities, Inc. (a securities broker-dealer Member FINRA/SIPC affiliated with USI Advisors, Inc.) and also has his Connecticut Life Insurance License. The firm does not perceive a conflict of interest in Mr. Christopher Martin holding this role: as he is a salaried employee, does not have product or revenue related sales goals, and is not compensated based upon commissions or revenue generated through the implementation of the investment advice that he provides.

Other Credentials:

- Series 6 (Investment Company Products/Variable Contracts Limited Representative)
- Series 63 (Uniform Securities Agent State Law Examination)

Item 5- Additional Compensation

Mr. Christopher Martin does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Christopher Martin. The advisory activity of Mr. Christopher Martin, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Martin's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Bob Cross, ASA, MAAA, FCA

President Central and Southern Regions of USI Consulting Group

900 South Gay Street, Suite 1796, Knoxville, TN 37902 (865) 523-8353

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

January 17th, 2020

This Brochure Supplement provides information about Mr. Bob Cross that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Bob Cross is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Bob Cross (born in 1948)

Education:

- BS – Mathematics – University of Tennessee
- Masters – Actuarial Science – Georgia State University
- ASA – Associate of the Society of Actuaries – Conferred by the Society of Actuaries, this professional designation requires individuals to meet the following requirements: 5 examinations, an e-Learning course, validation of educational experiences outside the Society of Actuaries Education system (VEE) in Economics, Corporate Finance, and Applied Statistics, and a professionalism seminar.
- MAAA - Member of the American Academy of Actuaries – Requires one or more of the following:
    - Associateship in the Casualty Actuarial Society, associateship in the Society of Actuaries, M.S.P.A. or F.S.P.A. in the American Society of Pension Professionals and Actuaries, membership in the Conference of Consulting Actuaries,

enrolled actuary status under Title 3, Section C of the Employee Retirement Income Security Act of 1974, fellowship in the Canadian Institute of Actuaries, fellowship in the Institute & Faculty of Actuaries, membership in the Colegio Nacional de Actuarios in Mexico, fellowship in the Institute of Actuaries of Australia. Any other actuarial educational credentials must be approved by the Membership Committee and the Executive Committee.
    - A resident of the United States for at least three years, or a non-resident or new resident must certify their familiarity with U.S. laws and practices in their actuarial practice area which is intended to mean casualty, health, life, and pension.
- FCA – Fellow of the Conference of Actuaries in Public Practice – obtained by working at an insurance company, six years actuarial experience with three years in consulting, and ASA (Associate, Society of Actuaries)
- Series 65 (Uniform Investment Adviser Law Examination)

Business Experience (last five years):
- 2019 to present: President of Central Region of USI Consulting Group
- 1997 to 2019: President of the Southeast and Midwest Region of USI Consulting Group

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mr. Bob Cross is a registered representative of USI Securities, Inc. (a securities broker-dealer Member FINRA/SIPC affiliated with USI Advisors, Inc.). Mr. Bob Cross is also the President of the Central and Southern Regions of USI Consulting Group. There are potential conflicts of interest in Mr. Bob Cross holding this role because a portion of the revenue that is directly related to his recommendations may increase his compensation.

USIA manages this potential conflict by fully disclosing to clients the total expenses of the product and compensation received by its affiliates for the sale of these products. They also limit Mr. Cross' recommendations to an approved list of investments and subject the approved investments to a due diligence process. Mr. Cross' recommendations will also be subject to the supervision and oversight delineated in USIA's Written Supervisory Procedures and will be tested for consistency with the client's financial goals and objectives as outlined in the supporting documentation provided by the client, including at time of

acceptance as an advisory client. This documentation frequently includes a detailed Investment Policy Statement adopted by the client and provided to USIA for purposes of formulating investment advice.

In addition, for certain clients subject to ERISA where USIA assumes a Fiduciary role with respect to its investment advice, total revenue received by affiliates for securities recommendations of Mr. Cross is subject to a reconciliation process that caps USIA's and Mr. Cross' compensation to no more than the advisory fees quoted to the client at the onset of the engagement.

Other Credentials

- Series 6 (Investment Company Products/Variable Contracts Limited Representative)
- Series 63 (Uniform Securities Agent State Law Examination)

Item 5- Additional Compensation

Mr. Bob Cross does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Bob Cross. The advisory activity of Mr. Bob Cross, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Cross's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Edward Bronkhorst, CIMA®

Regional Senior Investment Consultant

900 South Gay Street, Suite 1796, Knoxville, TN 37902

(860) 652-1011

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

January 17th, 2020

This Brochure Supplement provides information about Mr. Edward Bronkhorst that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Edward Bronkhorst is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Edward Bronkhorst (born in 1994)

Education:

- BS – Finance/Economics/Business Analytics/International Business - University of TN, Knoxville
- Series 65 (Uniform Investment Adviser Law Examination)
- CIMA (Certified Investment Management Analyst) – Conferred by Investments & Wealth Institute , this professional designation requires individuals to meet the following requirements: 3 years of financial services experience and an acceptable regulatory history. Candidates must pass an online Qualification Examination, successfully complete an in-class program at The Wharton School, University of Pennsylvania, or online through Yale School of Management, and pass an online Certification Examination. CIMA designees are required to adhere to Investments & Wealth Institute's Code of Professional Responsibility, Standards of Practice, and

Rules and Guidelines for Use of the Marks. CIMA designees must report 40 hours of continuing education credits, including two ethics hours, every two years to maintain the certification.

Business Experience (last five years):

- 2021 – Present: Regional Senior Investment Consultant & Relationship Manager at USI Advisors, Inc.
- 2019 – 2021: Investment Consultant & Relationship Manager at USI Advisors, Inc
- 2018 – 2019: Senior Investment and Data Specialist at USI Advisors, Inc.
- 2017 – 2018: Investment and Data Specialist at USI Advisors, Inc.

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mr. Edward Bronkhorst is a registered representative of USI Securities, Inc. (a securities broker-dealer Member FINRA/SIPC affiliated with USI Advisors, Inc.). The firm does not perceive a conflict of interest in Mr. Edward Bronkhorst holding this role: as he is a salaried employee, does not have product or revenue related sales goals, and is not compensated based upon commissions or revenue generated through the implementation of the investment advice that he provides.

Other Credentials:

- Series 7 (General Securities Representative)
- Series 63 (Uniform Securities Agent State Law Examination)

Item 5- Additional Compensation

Mr. Edward Bronkhorst does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Edward Bronkhorst. The advisory activity of Mr. Edward Bronkhorst, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Bronkhorst's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda

Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Sarah Bruno, CFS®, QKA

Director of Operations

95 Glastonbury Blvd. Suite 102, Glastonbury CT 06033

(860) 368-2909

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

January 31st, 2019

This Brochure Supplement provides information about Mrs. Sarah Bruno that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mrs. Sarah Bruno is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mrs. Sarah Bruno (born in 1983)

Education:

- BA – Mathematics – Central Connecticut State University
- Certified Fund Specialist – (CFS) Conferred by the Institute of Business and Finance, this professional designation requires individuals to meet the following requirements: A bachelor's degree, or 1 year of financial services work experience, the candidate must complete a Self Study Program (6 modules), three exams and a case study
- Series 66 (Uniform Combined State Law Examination)

Business Experience (last five years):

- 2023 to present: Director of Operations at USI Advisors, Inc.
- 2017 to 2023: Director of Operations and Chief Compliance Officer at USI Advisors, Inc.
- 2015 to 2017: Operations Manager & Chief Compliance Officer at USI Advisors, Inc.
- 2010 to 2015: Investment Analyst, Team Leader, and Chief Compliance Officer at USI Advisors, Inc.
- 2007 to 2010: Investment Analyst and Team Leader at USI Advisors, Inc.
- 2006 to 2007: Investment Analyst at USI Advisors, Inc.

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mrs. Sarah Bruno is a registered representative of USI Securities, Inc. (a securities broker-dealer Member FINRA/SIPC affiliated with USI Advisors, Inc.). The firm does not perceive a conflict of interest in Mrs. Sarah Bruno holding this role: as she is a salaried employee, does not have product or revenue related sales goals, and is not compensated based upon commissions or revenue generated through the implementation of the investment advice that he provides.

Other Credentials:

- Series 7 (General Securities Representative)
- QKA

Item 5- Additional Compensation

Mrs. Sarah Bruno does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mrs. Sarah Bruno. The advisory activity of Mrs. Bruno, including the investment advice that she provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mrs. Bruno's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

James Frits

Sales Executive, Executive Vice President

601 Union Street, Suite 1000, Seattle, WA 98101

(206) 441-6300

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

March 12, 2019

This Brochure Supplement provides information about Mr. James Frits that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. James Frits is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

James Frits
Year of Birth: 1967

Education: Bachelor of Arts in Economics and Accounting from Claremont McKenna College, MBA in Finance from University of Oregon

Business background:

2017 to Present: Investment Adviser Representative – USI Advisors, Inc.
2003 to 2017: Investment Adviser Representative – Kibble & Prentice Holding Company (dba USI Kibble & Prentice)

Item 3- Disciplinary Information

USI Advisors is required to disclose all material facts regarding any legal or disciplinary events that would be material a client's evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients. James Frits is currently additionally registered as an investment advisor representative for Columbia Pacific Wealth Management. This is a legacy advisory role stemming from a prior business line within USI, providing investment advisory services to individual high net worth clients. James Frits is not accepting any new individual investment advisory clients in this role. Given this role is static and intended to help service those existing clients with no connection to USI Advisors, we believe there are no perceived conflicts of interest from this outside business activity.

Item 5- Additional Compensation

Other than the outside business activity listed above, James Frits does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. James Frits. The advisory activity of Mr. James Frits, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Frits's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux (860)368-2929). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Michael van der Velden, AIF®

Senior Vice President

601 Union Street, Suite 1000, Seattle, WA 98101

(206) 441-6300

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

January 31st, 2019

This Brochure Supplement provides information about Mr. Michael van der Velden that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Michael van der Velden is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Michael van der Velden
Year of Birth: 1964

Education: Bachelor of Arts in Finance and Economics from University of Notre Dame.

Certifications:

ACCREDITED INVESTMENT FIDUCIARY®

ACCREDITED INVESTMENT FIDUCIARY® and AIF® are federally-registered professional certification marks granted by the Center for Fiduciary Studies, LLC, a Fiduciary360 (fi306) company. An Accredited Investment Fiduciary certificant must demonstrate specialized knowledge of fiduciary standards of care in the investment management process. To attain the right to use the AIF® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Complete a course of study addressing prudent practices for investment fiduciaries
- Examination – Pass the comprehensive, closed-book examination, which includes practical knowledge questions over a variety of topics related to fiduciary rules
- Ethics – Agree to comply with the AIF® Code of Ethics, which is annually renewed
- Continuing Education – Complete 6 hours of continuing education annually

To learn more about the AIF® designation, visit www.fi360.com.

Business background:

2017 to Present: Investment Adviser Representative – USI Advisors, Inc.
2003 to 2017: Investment Adviser Representative – Kibble & Prentice Holding Company (dba USI Kibble & Prentice)

Item 3- Disciplinary Information

USI Advisors is required to disclose all material facts regarding any legal or disciplinary events that would be material a client's evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients. Michael van der Velden is not actively engaged in any such activities.

Item 5- Additional Compensation

Michael van der Velden does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Michael van der Velden. The advisory activity of Mr. Michael van der Velden, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. van der Velden's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux (860)368-2929). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Truong Tang, AIF®, CFS®

Assistant Vice President

601 Union Street, Suite 1000, Seattle, WA 98101

(206) 441-6300

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

860-633-5283

August 20th, 2019

This Brochure Supplement provides information about Mr. Truong Tang that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Truong Tang is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Truong Tang
Year of Birth: 1977

Education: Bachelor of Arts in Economics from Knox College.

Certifications:

ACCREDITED INVESTMENT FIDUCIARY®

ACCREDITED INVESTMENT FIDUCIARY® and AIF® are federally-registered professional certification marks granted by the Center for Fiduciary Studies, LLC, a Fiduciary360 (fi306) company. An Accredited Investment Fiduciary certificant must demonstrate specialized knowledge of fiduciary standards of care in the investment management process. To attain the right to use the AIF® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Complete a course of study addressing prudent practices for investment fiduciaries
- Examination – Pass the comprehensive, closed-book examination, which includes practical knowledge questions over a variety of topics related to fiduciary rules
- Ethics – Agree to comply with the AIF® Code of Ethics, which is annually renewed
- Continuing Education – Complete 6 hours of continuing education annually

To learn more about the AIF® designation, visit www.fi360.com.

Certified Fund Specialist – (CFS) Conferred by the Institute of Business and Finance, this professional designation requires individuals to meet the following requirements: A bachelor's degree, or 1 year of financial services work experience, the candidate must complete a Self Study Program (6 modules), three exams and a case study

Business background:

- 2017 to Present: Investment Adviser Representative and Asst Vice President – USI Advisors, Inc.
- 2015 to Present: Insurance Agent– Kibble & Prentice Holding Company (dba USI Kibble & Prentice)
- 2001 to 2017: Investment Adviser Representative – Kibble & Prentice Holding Company (dba USI Kibble & Prentice)
- 2006 to 2015: Investment Consultant and Insurance Agent– Kibble & Prentice Holding Company (dba Kibble & Prentice, a USI Company)

Item 3- Disciplinary Information

USI Advisors is required to disclose all material facts regarding any legal or disciplinary events that would be material a client's evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients. Currently, Truong Tang serves on the Fidelity Advisory Board as a panelist. Although USI Consulting Group my recommend Fidelity as an option for recordkeeping services during a provider search it is not a requirement that any client utilize Fidelity.

Item 5- Additional Compensation

Truong Tang does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Truong Tang. The advisory activity of Mr. Truong Tang, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Truong Tang's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux (860)368-2929). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Alex Cabe, CFA

Senior Investment Consultant

3190 Fairview Park Drive #400, Falls Church, VA 22042

(571) 369-5128

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

August 24th, 2018

This Brochure Supplement provides information about Mr. Alex Cabe that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Alex Cabe is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Alex Cabe (born in 1969)

Education:

- BS – Finance – La Salle University
- MBA – Lubin School of Business, Pace University
- CFA (Chartered Financial Analyst) – Conferred by the CFA Institute, this professional designation requires individuals to meet the following requirements:
  - Complete the CFA Program - Self-study program (250 hours of study for each of the 3 levels)
  - Pledge to adhere to the CFA Institute Code of Ethics and Standards of Professional Conduct
  - Have four years of qualified investment work experience
  - Become a regular member of CFA Institute and apply for membership to a local CFA member society.

Business Experience (last five years):

- 2018 to present: Investment Consultant at USI Advisors, Inc.
- 2012 - 2015: Vice President, Group Investment Manager at Argus Group Holdings Ltd
- 1998 - 2011: Senior Investment Manager at McKinsey & Company, MIO Partners Inc.

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mr. Alex Cabe has no other business activities and therefore has no conflicts of interest within his role.

Item 5- Additional Compensation

Mr. Alex Cabe does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Alex Cabe. The advisory activity of Mr. Alex Cabe, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Cabe's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Stephen Yeung AIF®

Senior Investment Consultant

725 RXR Plaza - East Tower, Uniondale, NY 11556

(516) 534-3446

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

April 30th, 2019

This Brochure Supplement provides information about Mr. Stephen Yeung that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Stephen Yeung is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Stephen Yeung (born in 1980)

Education:

- BS – Mathematics – Stony Brook University
- Series 65 (Uniform Investment Adviser Law Examination)

Certifications:

ACCREDITED INVESTMENT FIDUCIARY®

ACCREDITED INVESTMENT FIDUCIARY® and AIF® are federally-registered professional certification marks granted by the Center for Fiduciary Studies, LLC, a Fiduciary360 (fi360) company. An Accredited Investment Fiduciary certificant must demonstrate specialized knowledge of fiduciary standards of care in the investment management process. To attain the right to use the AIF® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Complete a course of study addressing prudent practices for investment fiduciaries
- Examination – Pass the comprehensive, closed-book examination, which includes practical knowledge questions over a variety of topics related to fiduciary rules
- Ethics – Agree to comply with the AIF® Code of Ethics, which is annually renewed
- Continuing Education – Complete 6 hours of continuing education annually

To learn more about the AIF® designation, visit www.fi360.com.

Business Experience (last five years):

- 2019 to present: Senior Investment Consultant at USI Advisors, Inc.
- 2019: VP, Director of Advisory Services at Chernoff Diamond & Co., LLC
- 2009 - 2019: Investment Advisor Representative of M Holdings Securities, Inc.
- 2006 to 2019: Retirement Plans Fiduciary Advisor Chernoff Diamond & Co., LLC

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients. Stephen Yeung is not actively engaged in any such activities.

Item 5- Additional Compensation

Mr. Stephen Yeung does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Stephen Yeung. The advisory activity of Mr. Yeung, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Yeung's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Douglas LaMendola

Practice Leader, Defined Contribution Consulting Group

725 RXR Plaza - East Tower, Uniondale, NY 11556

(516) 534-3562

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

April 30th, 2019

This Brochure Supplement provides information about Mr. Douglas LaMendola that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Douglas LaMendola is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Douglas LaMendola (born in 1977)

Education:

- BA – Politics – Fairfield University
- Series 65 (Uniform Investment Adviser Law Examination)

Business Experience (last five years):

- 2019 to present: Executive Vice President of Retirement Plan Services at USI Consulting Group
- 2019 to present: Investment Advisor Representative of USI Advisors, Inc.
- 2019: Executive Vice President of Retirement Plan Services at Chernoff Diamond & Co., LLC
- 2018 - 2019: Senior Vice President & Senior Retirement Plan Consultant at Chernoff Diamond & Co., LLC

- 2015 - 2017: Vice President & Senior Retirement Plan Consultant at Chernoff Diamond & Co., LLC
- 2009 - 2019: Investment Advisor Representative of M Holdings Securities, Inc.

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients.

Douglas LaMendola also engages in the following outside business activities:

1. Cherry Bekaert Benefits Consulting; not investment-related; 725 RXR Plaza - East Tower, Uniondale, NY11556; 11/1/2013; 0 hrs. per month, 0 hrs. during trading; no compensation.

2. Cohn Reznick Benefits Consultants; not investment-related; 725 RXR Plaza - East Tower, Uniondale, NY11556; insurance/pension-related services; 2006; 0 hrs. per month, 0 hrs. during trading; no compensation.

Item 5- Additional Compensation

Mr. Douglas LaMendola does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Douglas LaMendola. The advisory activity of Mr. LaMendola, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. LaMendola's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Derek Bailey, AIF®, CRPS®

Senior Investment Consultant

9394 West Dodge Rd., Suite 250, Omaha, NE 68114

(402) 408-5352

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

May 1st, 2020

This Brochure Supplement provides information about Mr. Derek Bailey that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Derek Bailey is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Derek Bailey (born in 1980)

Education:

- BS – Telecommunication Management– University of Nebraska Kearney
- Series 65 (Uniform Investment Adviser Law Examination)

Business Experience (last five years):

- 2020 to present: Senior Investment Consultant at USI Advisors
- 2007 - 2020: Retirement Plan Consultant at Marcotte

Certifications:

ACCREDITED INVESTMENT FIDUCIARY®

ACCREDITED INVESTMENT FIDUCIARY® and AIF® are federally-registered professional certification marks granted by the Center for Fiduciary Studies, LLC, a Fiduciary360 (fi306)

company. An Accredited Investment Fiduciary certificant must demonstrate specialized knowledge of fiduciary standards of care in the investment management process. To attain the right to use the AIF® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Complete a course of study addressing prudent practices for investment fiduciaries
- Examination – Pass the comprehensive, closed-book examination, which includes practical knowledge questions over a variety of topics related to fiduciary rules
- Ethics – Agree to comply with the AIF® Code of Ethics, which is annually renewed
- Continuing Education – Complete 6 hours of continuing education annually

To learn more about the AIF® designation, visit www.fi360.com.

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients.

Mr. Derek Bailey does has no other business activities and therefore has no conflicts of interest within his role.

Other Credentials:

- Series 6 (Investment Company Products/Variable Contracts Limited Representative)
- Series 63 (Uniform Securities Agent State Law Examination)
- SIE - Securities Industry Essentials Examination
- CRPS® - Chartered Retirement Plans Specialist

Item 5- Additional Compensation

Mr. Derek Bailey does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Derek Bailey. The advisory activity of Mr. Bailey, including the investment advice that he

provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Derek Bailey's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Austin Robinson

Investment & Data Specialist

900 South Gay Street, Suite 1796, Knoxville, Tennessee 37902

(865) 450-1915

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

August 18th, 2020

This Brochure Supplement provides information about Mr. Austin Robinson that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Austin Robinson is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Austin Robinson (born in 1993)

Education:

- BA – Economics– The University of Tennessee, Knoxville.
- Series 65 (Uniform Investment Adviser Law Examination)
- CFA (Chartered Financial Analyst) – Conferred by the CFA Institute, this professional designation requires individuals to meet the following requirements:
  - Complete the CFA Program - Self-study program (250 hours of study for each of the 3 levels)
  - Pledge to adhere to the CFA Institute Code of Ethics and Standards of Professional Conduct
  - Have four years of qualified investment work experience
  - Become a regular member of CFA Institute and apply for membership to a local CFA member society.

Business Experience (last five years):

- 2019 to present: Investment & Data Specialist at USI Advisors
- 2018 – 2019: Portfolio Manager at Leading Edge Asset Management
- 2014-2018: Student at The University of Tennessee

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients.

Mr. Austin Robinson does has no other business activities and therefore has no conflicts of interest within her role.

Item 5- Additional Compensation

Mr. Austin Robinson does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Austin Robinson. The advisory activity of Mr. Robinson, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Austin Robinson's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Michael Habermann, AIF®, ChFC®

Investment Consultant

8000 Norman Center Dr, Suite 400 | Bloomington, MN 55437

(952) 322-9073

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

September 18th, 2020

This Brochure Supplement provides information about Mr. Michael Habermann that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Michael Habermann is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Michael Habermann (born in 1976)

Education:

- BA – Sociology - University of Minnesota - Twin Cities
- AA - Normandale Community College

Business Experience (last five years):

- 2020 to Present: Investment Consultant at USI Advisors, Inc.
- 2004 – 2020: Retirement Plan Consultant, Vice President Client Service Manager at Associated Financial Group, LLC

Certifications:

ACCREDITED INVESTMENT FIDUCIARY®

ACCREDITED INVESTMENT FIDUCIARY® and AIF® are federally-registered professional certification marks granted by the Center for Fiduciary Studies, LLC, a Fiduciary360 (fi306) company. An Accredited Investment Fiduciary certificant must demonstrate specialized knowledge of fiduciary standards of care in the investment management process. To attain the right to use the AIF® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Complete a course of study addressing prudent practices for investment fiduciaries
- Examination – Pass the comprehensive, closed-book examination, which includes practical knowledge questions over a variety of topics related to fiduciary rules
- Ethics – Agree to comply with the AIF® Code of Ethics, which is annually renewed
- Continuing Education – Complete 6 hours of continuing education annually

To learn more about the AIF® designation, visit www.fi360.com.

Chartered Financial Consultant® (ChFC)

Conferred by The American College, this professional designation requires individuals to meet the following requirements:

- Three years of full-time business experience within the five years preceding the awarding of the designation
- Seven core and two elective courses, equivalent of 27 semester credit hours
- Final closed-book, proctored exam for each course
- 30 CE credits every two years

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mr. Michael Habermann is a registered representative of USI Securities, Inc. (a securities broker-dealer Member FINRA/SIPC affiliated with USI Advisors, Inc.). The firm does not perceive a conflict of interest in Mr. Michael Habermann holding this role: as he is a salaried employee, does not have product or revenue related sales goals, and is not compensated based upon commissions or revenue generated through the implementation of the investment advice that he provides.

Other Credentials:

- Series 7 (General Securities Representative)
- Series 63 (Uniform Securities Agent State Law Examination)
- Series 24 (General Securities Principal Exam)
- Chartered Life Underwriter (CLU)

Item 5- Additional Compensation

Mr. Michael Habermann does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Michael Habermann. The advisory activity of Mr. Habermann, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Michael Habermann's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Ryan Boutwell, AIF®, CEBS®

Investment Consultant

8000 Norman Center Dr, Suite 610 | Bloomington, MN 55437

(952) 945-0200

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

August 26th, 2020

This Brochure Supplement provides information about Mr. Ryan Boutwell that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Ryan Boutwell is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Ryan Boutwell (born in 1977)

Education:

- BS – Information Management - Gustavus Adolphus College
- Series 65 (Uniform Investment Adviser Law Examination)

Business Experience (last five years):

- 2020 to Present: Investment Consultant at USI Advisors, Inc.
- 2015 – 2020: Retirement Plan Consultant at Associated Financial Group, LLC

Certifications:

ACCREDITED INVESTMENT FIDUCIARY®

ACCREDITED INVESTMENT FIDUCIARY® and AIF® are federally-registered professional certification marks granted by the Center for Fiduciary Studies, LLC, a Fiduciary360 (fi306) company. An Accredited Investment Fiduciary certificant must demonstrate specialized knowledge of fiduciary standards of care in the investment management process. To attain the right to use the AIF® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Complete a course of study addressing prudent practices for investment fiduciaries
- Examination – Pass the comprehensive, closed-book examination, which includes practical knowledge questions over a variety of topics related to fiduciary rules
- Ethics – Agree to comply with the AIF® Code of Ethics, which is annually renewed
- Continuing Education – Complete 6 hours of continuing education annually

To learn more about the AIF® designation, visit www.fi360.com.

The Certified Employee Benefit Specialist (CEBS)

Conferred by International Foundation of Employee Benefit Plans and Wharton School of the University of Pennsylvania, this professional designation requires individuals to meet the following requirements:

- Six required courses and two electives from CEBS curriculum
- Computer-based test for each course
- 30 CE credits every two years

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mr. Ryan Boutwell is a registered representative of USI Securities, Inc. (a securities broker-dealer Member FINRA/SIPC affiliated with USI Advisors, Inc.). The firm does not perceive a conflict of interest in Mr. Ryan Boutwell holding this role: as he is a salaried employee, does not have product or revenue related sales goals, and is not compensated based upon commissions or revenue generated through the implementation of the investment advice that he provides.

Other Credentials:

- Series 7 (General Securities Representative)
- Series 63 (Uniform Securities Agent State Law Examination)

Item 5- Additional Compensation

Mr. Ryan Boutwell does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Ryan Boutwell. The advisory activity of Mr. Boutwell, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Ryan Boutwell's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Troy Larsen, AIF®, CEBS®

Investment Consultant

8000 Norman Center Dr, Suite 400 | Bloomington, MN 55437

(952) 945-9292

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

September 16th, 2020

This Brochure Supplement provides information about Mr. Troy Larsen that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Troy Larsen is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Troy Larsen (born in 1975)

Education:

- BA – Business Administration - University of North Dakota

Business Experience (last five years):

- 2020 to Present: Investment Consultant at USI Advisors, Inc.
- 2011 – 2020: Retirement Plan Consultant at Associated Financial Group, LLC

Certifications:

ACCREDITED INVESTMENT FIDUCIARY®

ACCREDITED INVESTMENT FIDUCIARY® and AIF® are federally-registered professional certification marks granted by the Center for Fiduciary Studies, LLC, a Fiduciary360 (fi306) company. An Accredited Investment Fiduciary certificant must demonstrate specialized

knowledge of fiduciary standards of care in the investment management process. To attain the right to use the AIF® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Complete a course of study addressing prudent practices for investment fiduciaries
- Examination – Pass the comprehensive, closed-book examination, which includes practical knowledge questions over a variety of topics related to fiduciary rules
- Ethics – Agree to comply with the AIF® Code of Ethics, which is annually renewed
- Continuing Education – Complete 6 hours of continuing education annually

To learn more about the AIF® designation, visit www.fi360.com.

The Certified Employee Benefit Specialist (CEBS)

Conferred by International Foundation of Employee Benefit Plans and Wharton School of the University of Pennsylvania, this professional designation requires individuals to meet the following requirements:

- Six required courses and two electives from CEBS curriculum
- Computer-based test for each course
- 30 CE credits every two years

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mr. Troy Larsen is a registered representative of USI Securities, Inc. (a securities broker-dealer Member FINRA/SIPC affiliated with USI Advisors, Inc.). The firm does not perceive a conflict of interest in Mr. Troy Larsen holding this role: as he is a salaried employee, does not have product or revenue related sales goals, and is not compensated based upon commissions or revenue generated through the implementation of the investment advice that he provides.

Other Credentials:

- Series 7 (General Securities Representative)
- Series 63 (Uniform Securities Agent State Law Examination)

Item 5- Additional Compensation

Mr. Troy Larsen does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Troy Larsen. The advisory activity of Mr. Larsen, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Troy Larsen's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Scott Waskiewicz, AIF®

Investment Consultant

95 Glastonbury Boulevard Suite 102, Glastonbury CT 06033

(860) 652-1030

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

September 18th, 2020

This Brochure Supplement provides information about Mr. Scott Waskiewicz that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Scott Waskiewicz is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Scott Waskiewicz (born in 1989)

Education:

- BS – Providence College
- MBA – Providence College School of Business
- Series 65 (Uniform Investment Adviser Law Examination)

Business Experience (last five years):

- 2021 to Present: Investment Consultant at USI Advisors, Inc.
- 2016 – 2021: Regional Sales Representative, Amundi (Amundi/Pioneer)

Certifications:

ACCREDITED INVESTMENT FIDUCIARY®

ACCREDITED INVESTMENT FIDUCIARY® and AIF® are federally-registered professional certification marks granted by the Center for Fiduciary Studies, LLC, a Fiduciary360 (fi306) company. An Accredited Investment Fiduciary certificant must demonstrate specialized knowledge of fiduciary standards of care in the investment management process. To attain the right to use the AIF® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Complete a course of study addressing prudent practices for investment fiduciaries
- Examination – Pass the comprehensive, closed-book examination, which includes practical knowledge questions over a variety of topics related to fiduciary rules
- Ethics – Agree to comply with the AIF® Code of Ethics, which is annually renewed
- Continuing Education – Complete 6 hours of continuing education annually

To learn more about the AIF® designation, visit www.fi360.com.

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients.

Mr. Scott Waskiewicz has no other business activities and therefore has no conflicts of interest within his role.

Other Credentials:

- Series 6 (Investment Company Products/Variable Contracts Limited Representative)
- Series 7 (General Securities Representative)
- Series 63 (Uniform Securities Agent State Law Examination)

Item 5- Additional Compensation

Mr. Scott Waskiewicz does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Scott Waskiewicz. The advisory activity of Mr. Waskiewicz, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Scott Waskiewicz's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Nikolas Venuto

Investment Consultant

4370 La Jolla Village Drive, Suite 310 | San Diego, CA 92122

(858) 477-9213

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

February 3rd, 2022

This Brochure Supplement provides information about Mr. Nikolas Venuto that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Nikolas Venuto is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Nikolas Venuto (born in 1994)

Education:

- BS – Business Administration – Bucknell University, PA

Business Experience (last five years):

- 2021 to Present: Investment Consultant at USI Advisors, Inc.
- 2019 – 2021: Senior Financial Analyst MyCIO Wealth Partners
- 2017 – 2018: Audit Senior Assistant, Deloitte and Touche

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients. Nikolas Venuto is not actively engaged in any such activities.

Item 5- Additional Compensation

Mr. Nikolas Venuto does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Nikolas Venuto. The advisory activity of Mr. Venuto, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Nikolas Venuto's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Jacob Soinski

Investment Consultant

1001 Lakeside Avenue, Suite 1200 | Cleveland, OH 44114

(610) 619-5624

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

September 20th, 2022

This Brochure Supplement provides information about Mr. Jacob Soinski that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Jacob Soinski is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Jacob Soinski (born in 1996)

Education:

- BBA – Finance/Economics – University of Akron, OH
- Series 66 (Uniform Combined State Law Examination)
- CFP (CERTIFIED FINANCIAL PLANNER®) – Conferred by the CFP Board, this professional designation requires individuals to meet the following requirements: Bachelor's degree (or higher), CFP Certification Examination, Three years of full-time relevant personal financial planning experience is required, and CFP® Certification Application. CFP® certification also requires you to agree to adhere to CFP Board's Code of Ethics and Professional Responsibility, Rules of Conduct and Financial Planning Practice Standards, and acknowledge CFP Board's right to enforce them through its Disciplinary Rules and Procedures

- CFA (Chartered Financial Analyst) – Conferred by the CFA Institute, this professional designation requires individuals to meet the following requirements:
  - Complete the CFA Program - Self-study program (250 hours of study for each of the 3 levels)
  - Pledge to adhere to the CFA Institute Code of Ethics and Standards of Professional Conduct
  - Have four years of qualified investment work experience
  - Become a regular member of CFA Institute and apply for membership to a local CFA member society.

Business Experience (last five years):

- 2022 to Present: Investment Consultant at USI Advisors, Inc.
- 2017 – 2022: Senior Financial Planner, Valmark Financial Group

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients. Jacob Soinski is not actively engaged in any such activities.

Item 5- Additional Compensation

Mr. Jacob Soinski does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Jacob Soinski. The advisory activity of Mr. Soinski, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Jacob Soinski's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised

person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Brandon Fox

Investment Consultant

95 Glastonbury Boulevard Suite 102, Glastonbury CT 06033

(860) 652-1017

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

February 27th, 2023

This Brochure Supplement provides information about Mr. Brandon Fox that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Brandon Fox is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Brandon Fox (born in 1997)

Education:

- MBA – Finance/Accounting – Central CT State University
- Series 65 (Uniform Investment Adviser Law Examination)
- CFS (CERTIFIED FUND SPECIALIST) Conferred by the Institute of Business and Finance, this professional designation requires individuals to meet the following requirements: A bachelor's degree, or 1 year of financial services work experience, the candidate must complete a Self Study Program (6 modules), three exams and a case study.

Business Experience (last five years):

- 2023 to Present: Investment Consultant at USI Advisors, Inc.

- 2021 – 2022: Wealth Management Advisor/Financial Analyst, Joyce Financial
- 2019 – 2022: Financial Advisor, Northwestern mutual Investment Services

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients. Brandon Fox is not actively engaged in any such activities.

Item 5- Additional Compensation

Mr. Brandon Fox does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Brandon Fox. The advisory activity of Mr. Fox, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Brandon Fox's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Brandon Quanci

Investment Consultant

95 Glastonbury Boulevard Suite 102, Glastonbury CT 06033

(860) 652-1016

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

June 26th, 2023

This Brochure Supplement provides information about Mr. Brandon Quanci that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Brandon Quanci is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Brandon Quanci (born in 1998)

Education:

- Bachelors of Science – University of Deleware
- Series 65 (Uniform Investment Adviser Law Examination)

Business Experience (last five years):

- 2023 to Present: Investment Consultant at USI Advisors, Inc.
- 2021 – 2023: Financial Analyst, MyCIO Wealth Partners, LLC
- 2020 – 2021: Lead Mentor, Lerner College of Business Finance Department

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients. Brandon Quanci is not actively engaged in any such activities.

Item 5- Additional Compensation

Mr. Brandon Quanci does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Brandon Quanci. The advisory activity of Mr. Quanci, including the investment advice that he provides, is reviewed on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Brandon Quanci's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer. The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Carter Spencer

Investment Consultant

6501 S. Fiddlers Green Circle #100, Greenwood Village, CO 80111

(860) 652-1017

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

July 27th, 2023

This Brochure Supplement provides information about Ms. Carter Spencer that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Ms. Carter Spencer is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Ms. Carter Spencer (born in 1994)

Education:

- Bachelors of Science, Finance - University of South Carolina
- Series 66 (Uniform Investment Advisor Combined State Law Examination)

Business Experience (last five years):

- 2023 to Present: Investment Consultant at USI Advisors, Inc.
- 2019 – 2023: Client Services, UBS Financial Services
- 2018 – 2019: Associate, Dimensional Fund Advisors

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients. Carter Spencer is not actively engaged in any such activities.

Item 5- Additional Compensation

Ms. Carter Spencer does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Ms. Carter Spencer. The advisory activity of Ms. Spencer, including the investment advice that she provides, is reviewed on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Ms. Carter Spencer's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer. The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Stuart Herskowitz, AIF®

Vice President Retirement Plan Sales

95 Glastonbury Boulevard Suite 102, Glastonbury CT 06033

(860) 878-1199

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

November 3, 2023

This Brochure Supplement provides information about Mr. Stuart Herskowitz that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Stuart Herskowitz is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Stuart Herskowitz (born in 1963)

Education:

- BS – Chemistry - William Paterson University
- Series 65 (Uniform Investment Advisor Law Examination)

Business Experience (last five years):

- 2023 to Present: Vice President at USI Advisors, Inc.
- 1996 – 2023: Sr. Vice President, Hooker and Holcombe Inc.

Certifications:

ACCREDITED INVESTMENT FIDUCIARY®

ACCREDITED INVESTMENT FIDUCIARY® and AIF® are federally-registered professional certification marks granted by the Center for Fiduciary Studies, LLC, a Fiduciary360 (fi306)

company. An Accredited Investment Fiduciary certificant must demonstrate specialized knowledge of fiduciary standards of care in the investment management process. To attain the right to use the AIF® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Complete a course of study addressing prudent practices for investment fiduciaries
- Examination – Pass the comprehensive, closed-book examination, which includes practical knowledge questions over a variety of topics related to fiduciary rules
- Ethics – Agree to comply with the AIF® Code of Ethics, which is annually renewed
- Continuing Education – Complete 6 hours of continuing education annually

To learn more about the AIF® designation, visit www.fi360.com.

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mr. Stuart Herskowitz is a registered representative of USI Securities, Inc. (a securities broker-dealer Member FINRA/SIPC affiliated with USI Advisors, Inc.). The firm does not perceive a conflict of interest in Mr. Stuart Herskowitz holding this role: as he is a salaried employee, does not have product or revenue related sales goals, and is not compensated based upon commissions or revenue generated through the implementation of the investment advice that he provides.

Other Credentials:

- Series 6 (Investment Company and Variable Contracts Products Representative)
- Series 63 (Uniform Securities Agent State Law Examination)
- Series 26 (Investment Company and Variable Contracts Principal Qualification)

Item 5- Additional Compensation

Mr. Stuart Herskowitz does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Stuart Herskowitz. The advisory activity of Mr. Herskowitz, including the investment

advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Herskowitz's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Pamela Minish, CFA, CAIA

Senior Investment Consultant

95 Glastonbury Boulevard Suite 102, Glastonbury CT 06033

(860) 856-2084

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

November 3, 2023

This Brochure Supplement provides information about Ms. Pamela Minish that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Ms. Pamela Minish is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Ms. Pamela Minish (born in 1962)

Education:

- BS – Vanderbilt University
- MIM – Thunderbird School of International Management
- CFA (Chartered Financial Analyst) – Conferred by the CFA Institute, this professional designation requires individuals to meet the following requirements:
  - Complete the CFA Program - Self-study program (250 hours of study for each of the 3 levels)
  - Pledge to adhere to the CFA Institute Code of Ethics and Standards of Professional Conduct
  - Have four years of qualified investment work experience
  - Become a regular member of CFA Institute and apply for membership to a local CFA member society.

- CAIA (Chartered Alternative Investment Analyst) – Conferred by the Chartered Alternative Investment Analyst Association, this professional designation requires individuals to meet the following requirements: Bachelor's or equivalent degree and more than one year of business experience in the financial industry, or 4 years of experience in the financial industry, and a self-study certification program which requires the successful completion of both the Level I and Level II examinations.
- Series 65 (Uniform Investment Adviser Law Examination)

Business Experience (last five years):

- 2023 to present: Senior Investment Consultant at USI Advisors, Inc.
- 2018 to 2023: Managing Director, Hooker and Holcombe Investment Advisors, Inc.

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients. Pamela Minish is not actively engaged in any such activities.

Other Credentials:

- Series 7 (General Securities Representative)
- Series 63 (Uniform Securities Agent State Law Examination)

Item 5- Additional Compensation

Ms. Pamela Minish does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Pamela Minish. The advisory activity of Ms. Minish, including the investment advice that she provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Ms. Minish's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Michael Baron

Director of Investment Advisory Services

95 Glastonbury Boulevard Suite 102, Glastonbury CT 06033

(860) 856-2084

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

December 2, 2024

This Brochure Supplement provides information about Mr. Michael Baron that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Michael Baron is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Michael Baron (born in 1974)

Education:

- BA, Mathematics – Manhattan University
- MBA – University of Hartford

Business Experience (last five years):

- 2024 to present: Director, Investment Advisory Services at USI Advisors, Inc.
- 2022 to 2024: Vice President, AUM at Empower
- 2019 to 2022: Vice President, Investment Strategy at Prudential Retirement

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients. Michael Baron is not actively engaged in any such activities.

Other Credentials:

- Series 6 (Investment Company and Variable Contracts Products Representative)
- Series 63 (Uniform Securities Agent State Law Examination)
- Series 26 (Investment Company and Variable Contracts Principal Qualification)

Item 5- Additional Compensation

Mr. Michael Baron does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Michael Baron. The advisory activity of Mr. Baron, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Baron's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

SECURING YOUR INFORMATION

USI'S APPROACH TO INFORMATION SECURITY AND DATA PRIVACY



USI Insurance Services
100 Summit Lake Drive, Suite 400
Valhalla, NY 10595
(914) 749-8500

Executive Summary

Digital networks not only allow people to communicate and share information around the world, they also allow objects to store information, sense and control each other across connected infrastructures creating opportunities for more direct integration between the physical world and computer-based systems. This not only results in improved efficiencies, accuracy and economic benefits, but a greater risk of data disclosure. These new risks have caused regulators to increase information security and data privacy rules, including specifying information security requirements designed to protect the confidentiality, integrity, and availability of critical business and client information.

At USI, we consider our information security and data privacy programs as crucial components of our business strategy.

USI is committed to protecting information assets, critical data, and client information. We view information security and data privacy as foundational components of doing business.

This document is a summary of our information security and data privacy programs. It provides a synopsis of how we secure your information and the systems housing this information.

The focus of our information security and data privacy program and practices are to share information appropriately and lawfully, while ensuring confidentiality, integrity, and availability.

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A Sound Security & Privacy Strategy

Our sound information security and data privacy strategy enable USI to provide exceptional solutions and service. We protect data assets, critical information, and client data wherever and whenever they are created, stored, transmitted, or processed.

We maintain ongoing compliance with applicable U.S. regulations and standards, such as HIPAA, GLBA, Sarbanes-Oxley, and PCI-DSS.

Our information security and data privacy programs and practices are managed by three distinct yet aligned groups: the Infrastructure, Information Security, and Compliance groups all sharing the same vision of protecting our data assets, critical information, and client data. Their goal is to protect the data assets of USI and its clients from unauthorized use, disclosure, modification, destruction, collection, or retention. This is achieved through proper policies, procedures, guidelines, and technical security architecture.

In order to address the issues raised by today's information management tools and systems, we apply a common set of security controls to all our information, providing a framework for processing critical data in compliance with privacy laws and professional standards as well as our own internal policies.

The following are the fundamentals of our information security and data privacy policies:

- USI has established the appropriate controls to protect to PHI/PII/PCI data, ensuring it remains accurate, complete, current, adequate, and reliable.
- USI protects all information using the appropriate administrative, physical, and technical security controls.
- USI will only process and store PHI/PII/PCI data when necessary for authorized business purposes.
- USI ensures our contracts with third-party vendors stipulate terms that ensure critical information is handled using the same standards we implement.
- USI gives additional care and attention to PHI/PII/PCI, making sure we respect all state and federal laws.

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The USI information security program is centered on maintaining the confidentiality, integrity, and availability of our critical and client information assets. The security program is anchored by our information security policy in conjunction with information protection technologies. We implement technical security controls to manage information in accordance with privacy law, regulatory requirements and generally accepted security principles.

Our information security program is based on the *National Institute of Standards and Technology* (NIST) security standards it includes:

- Applicable policies, standards, guidelines and program management;
- Strong administrative, physical and technical security controls;
- A security program involving security assessments, certifications and audits;
- A well-defined security strategy that includes the following:
  - Data security and privacy: legal, regulatory and procedural requirements
  - Business: requirements and mandated procedures
  - Measures of Performance: measurements of effectiveness and efficiency
  - Enterprise Architecture
  - Technical: policies, standards and procedures
  - Threat Awareness: internal and external changes to the security threat landscape
  - Critical Infrastructure Plan: business continuity, disaster recovery
  - An incident management program to quickly respond to and remediate security-related incidents

Disaster Recovery Program

Tragic events can strike at any time. USI is devoted to protecting our people, facilities, infrastructure, business processes, and information during and after a disaster. Thorough planning and testing of our system recovery and response capabilities demonstrate that our most critical business applications are available immediately in the event of a disaster.

USI's disaster recovery capabilities include the following:

- Assistance from certified disaster recovery planners
- Testing of disaster recovery plans to ensure operational readiness
- Disaster recovery plans built on industry-leading standards

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USI's Information Security Policy

The cornerstones of USI's layered information security program are our information security and acceptable use policies. Security standards, controls, and guidance are selected and implemented based upon these policies.

USI's information security program is based upon NIST standards. We continuously assess and monitor our controls to ensure compliance with applicable laws and regulations and obtain annual approval by senior management.

USI's security policies cover more than a dozen widely recognized information security areas, including but not limited to:

- Access control
- Awareness and Training
- Configuration Management
- Identification and Authentication
- Physical and Environmental Protection
- Risk Assessment

USI's Information Security Technology Controls

Our security controls are designed to protect the confidentiality, integrity, and availability of information that is processed, stored, and transmitted by our systems; and satisfy a set of defined security requirements.

Technologies include, but are not limited to:

- Strong physical, environmental and perimeter controls
- Intrusion detection and prevention technologies
- Content Filtering
- Data Loss Prevention Solution
- Multi-factor authentication solution
- Patch Management technologies
- Security Event and Information Management Solution
- Antivirus/anti-malware software
- Mobile Device Management technologies
- Full disk laptop/desktop encryption
- Desktop/laptop firewall
- Removable media encryption tools
- Vulnerability assessments

In addition, we invest a considerable amount of time and resources to ensure our information security strategy is aligned to our technology service offerings. This allows us to deal with security issues that might threaten the confidentiality, integrity, or availability of our technology resources.

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At USI, we consider our information security and data privacy programs as crucial components of our business strategy.
USI

Audit and Compliance

USI has a robust information security and data privacy program, as the result of ongoing assessments and formal audits. USI maintains an effective governance function. Through the execution of the assessments and programs below, USI ensures compliance with our information security and data privacy obligations.

USI's Security Certification Process

Prior to implementation, our systems and applications are subject to a rigorous security certification process. This process validates that sound application development standards are followed and both; applications and systems are created in accordance with our information security policies.

USI's security certification process is part of our continuous monitoring program that incorporates annual reviews of documentation, vulnerability scans, risk assessments, self-assessments, and penetration testing. Continuous monitoring of our applications and information systems helps us to determine the ongoing effectiveness of deployed security controls, changes in information systems, compliance with regulations, policies, and standards and aids in maintaining the confidentiality, integrity and availability of our information and that of our clients.

USI's Information Security Self-Assessments

As required by the USI information security policy, we must evaluate our security controls via continuous monitoring to determine the efficiency, effectiveness, and completeness by which selected security controls have been implemented.

Members of IT responsible for the development and operations of our technology services must complete information security self-assessments as part of our annual review activities. These self-assessments were created to ensure compliance with relevant security policy statements and standards. The results of these assessments are documented through our governance, risk, and compliance processes.

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USI's Information Security Audits

Our technology products, services, and data centers are subject to various ongoing audits that allow us to gain an independent view of our information security compliance. There are several forms of audits conducted:

- Annual SOC Type 1 & 2, Security Risk Assessments, and SSAE16 audits of our systems, in which our security controls are audited and verified by independent third-party auditors.
- On-site field audits, which include interviews with key personnel, documentation reviews, detailed site walk-throughs, and network vulnerability scans. These on-site examinations are detailed and the most significant form of audit, assessing compliance with all aspects of our information security policy.
- Network vulnerability scans, which focus on the technical aspects of the information security policy, such as patch management, application security and infrastructure security.
- Baseline audits, which review technical controls and build processes of components such as operating systems, databases, and infrastructure.

Information security audit findings are reviewed by senior management. The findings are measured against the results from the initial self-assessment exercise, and any identified gaps are included in the final report. Plans of action are created and accepted, if they are required.

USI's Information Security Exceptions

If a plan of action cannot be created for a particular item, an exception process is utilized to the resolve the issue. The exception process includes, but is not limited to, a formal approval process by senior management, regular reviews of each exception and a security assessment. Compensating controls typically accompany any approved exception to help properly mitigate risks that may arise due to the modification.

This exception process affirms that exceptions and any corrective actions plans are properly managed, documented, and addressed.

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Conclusion

Using an integrated information security and data privacy strategy USI secures information assets for our clients:

- We align our information security program with our data privacy program to provide a comprehensive vision around the protection of our information assets, personal data, and client information.
- We subject our applications and systems to security assessments and certification, which enable a sound, consistent approach in deployment and operation.
- We protect critical data within our network by using the appropriate physical, technical and organizational security measures.
- We ensure that our contracts with third-party vendors contain provisions that are aligned with our own policies, standards, and controls to confirm your data is managed properly and securely, in accordance with legal and regulatory requirements.
- We understand the importance of taking the necessary steps to safeguard information assets and are committed to protecting information relating to our clients and to our people.

If you have any questions or require further information on the ways in which we protect you and your business, please contact your USI representative or email us at USI.Communications@usi.com.

USI Insurance Services
100 Summit Lake Drive, Suite 400
Valhalla, NY 10595
(914) 749-8500
www.usi.com

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Appendix A – **402** NIST Controls Implemented at USI as the foundation for our Security & Data Protection Strategy

Family, Identifier, and Number of Controls Implemented	Description
Access Control **(AC) 43**	The controls listed in this section focus on how USI must limit information system access to authorized users, to processes acting on behalf of authorized users, or to devices (including other information systems); and how USI must limit the types of transactions and functions that authorized users are permitted to conduct.
Authority and Purpose **(AP) 2**	This family assists with Privacy Act compliance by ensuring that USI: **(i)** identify the legal bases that authorize a specific collection of PII or activity that impacts privacy; and **(ii)** specify the purpose(s) for which they collect PII in their notices.
Accountability, Audit, and Risk Management **(AR) 8**	This family is intended to enhance public confidence through effective governance controls, monitoring controls, risk management, and assessment controls to demonstrate that USI is complying with all applicable privacy protection requirements and minimizing its overall privacy risk.
Awareness and Training **(AT) 6**	The controls listed in this section focus on how USI must: **(i)** ensure that managers and users of USI information systems are made aware of the security risks associated with their activities and of the applicable laws, policies, standards, instructions, regulations, or procedures related to the security of USI information systems; and **(ii)** ensure that USI personnel are adequately trained to carry out their assigned IS-related duties and responsibilities.
Audit and Accountability **(AU) 27**	The controls listed in this section focus on USI must: **(i)** create, protect, and retain information system audit records to the extent needed to enable the monitoring, analysis, investigation, and reporting of unlawful, unauthorized, or inappropriate information system activity; and **(ii)** ensure that the actions of individual information system users can be uniquely traced to those users so they can be held accountable for their actions.
Security Assessment and Authorization **(CA) 12**	The controls listed in this section focus on how USI must: **(i)** periodically assess the security controls in information systems to determine if the controls are effective in their application; **(ii)** develop and implement plans of action designed to correct deficiencies and reduce or eliminate vulnerabilities in USI information systems; **(iii)** authorize the operation of USI information systems and any associated information system connections; and **(iv)** monitor information system security controls on an ongoing basis to ensure the continued effectiveness of the controls.
Configuration Management **(CM)** 30	The controls listed in this section focus on how USI must: **(i)** establish and maintain baseline configurations and inventories of information systems (including hardware, software, firmware, and documentation) throughout the respective system development life cycles; and **(ii)** establish and enforce security configuration settings for information technology products employed in information systems.

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Contingency Planning **(CP)** **35**	The controls listed in this section focus on how USI must establish, maintain, and implement plans for emergency response, backup operations, and post- disaster recovery for USI information systems to ensure the availability of critical information resources and continuity of operations in emergency situations.
Data Quality and Integrity **(DI)** **4**	This family supports compliance with Section 552a (e)(2) of the Privacy Act of 1974 and enhances public confidence that any PII collected and maintained by USI is accurate, relevant, timely, and complete for the purpose for which it is to be used, as specified in public notices.
Data Minimization and Retention **(DM)** **4**	This family assists USI in implementing the data minimization and retention elements of the Privacy Act, which require USI to collect, use, and retain only PII that is relevant and necessary for the specified purpose for which it was originally collected. This family also requires USI to retain PII only if necessary to fulfill the specified purpose(s) of collecting the PII and in accordance with an approved record retention schedule.
Identification and Authentication **(IA)** **18**	The controls listed in this section focus on how USI must **(i)** identify information system users, processes acting on behalf of users, or devices; and **(ii)** authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to USI information systems.
Individual Participation and Redress **(IP)** **5**	This family addresses the need to make individuals active participants in the decision- making process regarding the collection and use of their PII, as required by the Privacy Act and other laws, regulations, and authorities. By providing individuals with access to PII and the ability to have their PII corrected or amended, as appropriate, the controls in this family enhance public confidence in organizational decisions made based on the PII.
Incident Response **(IR)** **20**	The controls listed in this section focus on how USI must: **(i)** establish an operational incident handling capability for information systems that includes adequate preparation, detection, analysis, containment, recovery, and user response activities; and **(ii)** track, document, and report incidents to appropriate organizational officials and/or authorities.
Maintenance **(MA)** **14**	The controls listed in this section focus on how USI must: **(i)** perform periodic and timely maintenance on information systems; and **(ii)** provide effective controls on the tools, techniques, mechanisms, and personnel used to conduct information system maintenance.
Media Protection **(MP)** **16**	The controls listed in this section focus on how USI must: **(i)** protect information system media, both paper and digital; **(ii)** limit access to information on information system media to authorized users; and **(iii)** sanitize or destroy information system media before disposal or release for reuse.
Physical and Environmental Protection **(PE)** **26**	The controls listed in this section focus on how USI must: **(i)** limit physical access to information systems, equipment, and the respective operating environments to authorized individuals; **(ii)** protect the physical plant and support infrastructure for information systems; **(iii)** provide supporting utilities for information systems; **(iv)** protect information systems against environmental hazards; and **(v)** provide appropriate environmental controls in facilities containing information systems.
Planning **(PL)** **6**	The controls listed in this section focus on how USI must develop, document, periodically update, and implement security plans for USI information systems that describe the security controls in place or planned for the information systems and the rules of behavior for individuals accessing USI information systems.
Program Management **(PM)** **16**	The controls listed in this section are applied at the organization level rather than the information system level.
Personnel Security **(PS)** **11**	The controls listed in this section focus on how USI must: **(i)** ensure that individuals occupying positions of responsibility within organizations (including third-party service providers) are trustworthy and meet established security criteria for those positions; **(ii)** ensure that USI information and information systems are protected during and after personnel actions such as terminations and transfers; and **(iii)** employ formal sanctions for personnel failing to comply with USI security policies and procedures.

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Risk Assessment **(RA)** **8**	The controls listed in this section focus on how USI must periodically assess the risk to USI operations (including mission, functions, image, or reputation), USI assets, and individuals, resulting from the operation of information systems and the associated processing, storage, or transmission of USI information.
System and Services Acquisition **(SA)** **17**	The controls listed in this section focus on how USI must: **(i)** allocate sufficient resources to protect information systems; **(ii)** employ system development life cycle processes that incorporate information security and privacy assurance considerations; **(iii)** employ software usage and installation restrictions; and **(iv)** ensure that third-party providers employ adequate security measures to protect information, applications, and/or services outsourced from USI.
System and Communications Protection **(SC)** **39**	The controls listed in this section focus on how USI must: **(i)** monitor, control, and protect communications (i.e., information transmitted or received by USI information systems) at the external boundaries and key internal boundaries of the information systems; and **(ii)** employ architectural designs, software development techniques, and systems engineering principles that promote effective information security and privacy assurance within organizational information systems.
Security **(SE)** **2**	This family supplements security controls to ensure administrative, technical, and physical measures are in place to protect PII collected or maintained by USI against loss, unauthorized access, or disclosure, and to ensure that USI planning and responses to privacy incidents comply with policies and procedures. The controls in this family are implemented in coordination with information security personnel using the existing NIST Risk Management Framework.
System and Information Integrity **(SI)** **27**	The controls listed in this section focus on how USI must: **(i)** identify, report, and correct information and information system flaws in a timely manner; **(ii)** provide protection from malicious code at appropriate locations within USI information systems; and **(iii)** monitor information system security alerts and advisories, and take appropriate actions in response.
Transparency **(TR)** **4**	This family implements Sections 552a(e)(3) and (e)(4) of the Privacy Act and Section 208 of the E-Government Act, which require public notice of an organization's information practices and the privacy impact of government programs and activities.
Use Limitation **(UL)** **2**	This family is intended to assist USI in complying with the Privacy Act, which prohibits uses of PII that are either not specified in notices, incompatible with the specified purposes, or not otherwise permitted by law. Implementation of the Controls in this Family will ensure that the scope of PII use is limited accordingly.

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USI CONSULTING GROUP



MEET OUR INVESTMENT ADVISORY* AND CONSULTING STAFF

CENTRAL & SOUTHERN REGIONS

900 South Gay Street, Suite 1796

Knoxville, Tennessee 37902

865.523.8353 | www.usicg.com

*Investment Advice for institutional accounts provided by USI Advisors, Inc. USI Consulting Group is an affiliate of USI Advisors, Inc.

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Bob Cross, ASA, FCA, MAAA | President of the Central and Southern Regions



Bob Cross has more than 30 years of experience in all aspects of employee benefits and retirement planning, with special emphasis on the design, funding, security, administration and implementation of qualified and nonqualified retirement programs.

Bob holds an MS degree in Actuarial Science from Georgia State University. Industry education and designations include: FINRA administered Series 63, 65 and 6, Associate of the Society of Actuaries (ASA), a Member of the American Academy of Actuaries (MAAA), and a Fellow of the Conference of Actuaries (FCA)in public practice, among other distinctions.

Michael S. Banks | Vice President, Retirement Services based in Atlanta, Georgia



Michael Banks is focused on partnering with Plan Sponsors to design the custom retirement programs that best fit their organization's unique set of needs.

Michael earned his bachelor's degree from Auburn University in Auburn, AL, where he graduated with a major in Business Management and concentration in Finance. Industry education and designations include: FINRA administered Series 7 & 66.

Brett Bronkhorst, CIMA® | Regional Senior Investment Consultant and Relationship Manager with USI Advisors, Inc. based in Knoxville, Tennessee



Brett Bronkhorst leads the investment strategy team for the Central & Southern Regions. He is responsible for developing, implementing, and monitoring investment strategies for Tribal Governments, Tribal Enterprises, Defined Benefit, and Defined Contribution clients. He also regularly conducts investment review and investment manager due diligence meetings with clients.

Brett graduated from the University of Tennessee, Knoxville with a Bachelor of Science in Business Administration majoring in Finance with a dual concentration in Business Analytics and dual majoring in Economics with a dual concentration in International Business. Industry education designations include: FINRA Administered Series 7, 63 and 65.

Sandra Cross | Assistant Vice President and Relationship Manager based in Knoxville, Tennessee



Sandra Cross is an Assistant Vice President and Relationship Manager in the Knoxville, Tennessee office. Sandra provides client services to plan sponsors and plan participants of defined benefit and defined contribution plans for private and public sector employers, also managing the company's Southeastern OPEB clients.

Sandra graduated from Wake Forest University in Winston-Salem, North Carolina with a dual degree: a Bachelor of Science in Business and a Bachelor of Arts in Political Science. Industry education and designations include: FINRA-administered Series 65; and Tennessee Life and Health Insurance examination.

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Crystal Hill, THRP™ | National Director of Tribal Services based in Knoxville, Tennessee



Crystal Hill has extensive experience in employee benefits and retirement. Crystal is responsible for providing support and client services to plan sponsors and participants to clients in in the Southeast and Midwest Regions of the United States. Crystal also works with Tribal Governments and Tribal Enterprises in Alaska, Washington State, California, Colorado, Michigan, Texas, North Carolina and Washington, D.C.

Crystal is a graduate of Tusculum College with a master's degree in Business Administration and a Bachelor of Science degree in Organizational and Business Management majoring in Human Resources. Industry education and designations include: FINRA administered Series 6, 63, and 65 licenses, as well as Tribal Human Resources Professional™ (THRP™) Certification.

Ralph Lehman, CFA®, CAIA®, JD | Investment Consultant with USI Advisors, Inc. based in Knoxville, Tennessee



Ralph Lehman is responsible for developing, implementing and monitoring investment strategies for defined contribution and defined benefit clients. Ralph is also actively involved with fund monitoring. In addition, Ralph conducts investment review meetings with clients.

Ralph earned his JD and an MBA in Finance from the University of Tennessee and his Bachelor of Business Administration from the University of Georgia. Industry education and designations include: Chartered Financial Analyst, Member of the CFA institute® (CFA®), Chartered Alternative Investment Analyst, Member of the CAIA Association® (CAIA®), and member of the Tennessee Bar.

Doreen Moskal | Executive Assistant based in Knoxville, Tennessee



Doreen Moskal supports Bob Cross, the USICG President, Central and Southern Regions, with sales reporting, client reporting and billing, marketing opportunities and event planning, travel and meeting scheduling, expense accounts, account payables and manages the Knoxville office. Doreen also assists and supports the Knoxville office staff members coordinating conferences and tradeshows.

Doreen holds an Associate of Applied Science degree in the Executive Assistant field from South Suburban College located in South Holland, Illinois.

Bradley Parker | Relationship Manager, based in Knoxville, Tennessee



Bradley works closely with tribal plan sponsors to consult on an array of topics including plan design, fiduciary guidance, administration, IRS/DOL/ERISA compliance as well as fee benchmarking and negotiation. Bradley addresses service provider questions and coordinates with vendor partners to deliver high level service and support to the plan sponsor.

Bradley graduated from Western Carolina University with a Bachelor of Science degree in Business Administration Finance. Bradley is an enrolled member of the Eastern Band of Cherokee Indians.

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Jennifer Reynolds, CCFO | Relationship Manager based in Knoxville, Tennessee



Jennifer Reynolds is responsible for providing client services to plan sponsors and plan participants nationwide. Along with conducting quarterly investment reviews and employee educational meetings for her clients, Jennifer's role as a relationship manager is to foster and maintain relationships with existing clients and to deliver high quality services.

Jennifer graduated from Tusculum University with a Master's degree in Business Administration, and she holds a Bachelor of Arts from the University of Tennessee in Communication with a Business Administration Minor. Jennifer also holds a County Finance Officer Certification through the Comptroller of the Treasury.

Austin Robinson, CFA® | Investment Consultant with USI Advisors, Inc. based in Knoxville, Tennessee



Austin Robinson is responsible for developing, implementing, and monitoring investment strategies for defined contribution and defined benefit clients. He also regularly holds employee education meetings and investment review meetings.

Austin graduated from the University of Tennessee, Knoxville with a Bachelor of Arts, majoring in Economics. Industry education and designations include: FINRA administered Series 65, Chartered Financial Analyst (CFA®), and an active member in the CFA Society of East Tennessee.

Ricardo Rodriguez | Senior Relationship Manager based in Atlanta, Georgia



Ricardo Rodriguez is responsible for providing client services to plan sponsors and plan participants in the Southeast and Southwest regions. Along with conducting quarterly investment reviews and employee educational meetings for his clients, Ricardo's role, as a relationship manager, is to foster and maintain relationships with existing clients and deliver high quality services. Ricardo is bilingual in English/Spanish.

Ricardo graduated from Drake University, Des Moines, Iowa with a Bachelor of Arts in Journalism and Mass Communication. Industry education designations include: QKA, FINRA Administered Series 6, 7, 65, and 66.

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USI ADVISORS, INC.

FIDUCIARY OVERSIGHT REVIEW

September | 2024

Presentation to:

Sample Report

This report has been prepared with data believed reliable, but no representation is made as to the data's accuracy or completion. This report should not be used for tax reporting purposes. The information supplied by the individual account statements should be used and a tax advisor should be consulted. Additionally, past performance does not guarantee and is not indicative of future results.

For Plan Sponsor Use Only | This report must be preceded or accompanied by a prospectus for all mutual funds referenced.

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Section 1: Fiduciary Protocol: Meet - Monitor - Document

Retirement Plan Oversight

INVESTMENT ADVISORY SERVICES		
Service	**Frequency**	**Date Delivered**
Fiduciary Oversight Reviews	Quarterly	9/30/2024
Committee Meetings	Quarterly	8/13/2024
Capital Markets Review	Quarterly	9/30/2024
Asset Quality Review & Due Diligence	Quarterly	9/30/2024
Target Date Funds Review	Annually	6/30/2024
Investment Policy Statement Review	Annually	12/31/2023
Investment Policy Statement Signature	As Needed	11/21/2022
Investment Policy Statement Signature	As Needed	11/21/2022
Investment Policy Statement Signature	As Needed	11/21/2022
Investment Policy Statement Signature	As Needed	2/26/2024
Money Market / Stable Value Review	Biennially	6/30/2024
PLAN COMPLIANCE		
Service	**Frequency**	**Date Delivered**
Co-Fiduciary Support	Ongoing	Ongoing
Plan Document / Operational Monitoring	Ongoing	Ongoing
Census File Review	Annually	12/31/2023
Auditor Consultation	Ongoing	Ongoing
402g Monitoring	Ongoing	Per pay period
Monitor and Process MRD's	Annually	October 2023
Compliance Calendar	On Demand	Available 24/7 via website

Retirement Plan Oversight

PLAN ANALYSIS		
Service	**Frequency**	**Date Delivered**
Review of Priorities and Goals	Ongoing	Ongoing
Review of Industry Trends	Quarterly	9/30/2024
Review Regulatory Developments	Quarterly	9/30/2024
Plan Expense Review	Annually	6/30/2024
PLAN ADMINISTRATION		
Service	**Frequency**	**Date Delivered**
Participant Statements	Quarterly	9/30/2024
Plan Financial Summary	Quarterly	9/30/2024
Summary of Contributions & Distributions	Quarterly	9/30/2024
Loan Detail and Loan Delinquencies	Quarterly	9/30/2024
Small Balance Review / Auto Rollover	Quarterly	9/30/2024
Forfeiture Account Monitoring	Quarterly	9/30/2024
EMPLOYEE EDUCATION		
Service	**Frequency**	**Date Delivered**
Education Meetings: In-Person / Webcast / One-on-One Consultations	Annually	Upon Request
Education Campaigns: REACH eBlast	Monthly	October 2024
Customized / Industry Driven	Periodically	Upon Request
Education Tools: Learning Station / BrainShark Videos / Newsletters Retirement Goals Calculator / Longevity Illustrator Morningstar Managed Accounts & Advice	On Demand	Available 24/7 via website
Retirement Income Solutions: USIRA, USI Annuity, Life Income Strategies	On Demand	Available 24/7 via website

Keeping You Informed

NEWSLETTERS / WHITEPAPERS / PRESENTATIONS
July 2024 Market & Legal Update
August 2024 Market & Legal Update
September 2024 Market & Legal Update
July TOM: How a Bundled Services Approach Can Benefit Your Retirement Plan
July DB TOM – Pension Risk Transfers Continue to Skyrocket
August TOM - Is It Time to Benchmark Your Retirement Plan?
September TOM - Rein in Excessive Retirement Plan Fees
September DB TOM - Hand Off Pension Plan Administration to a Top Expert
Mid-Year CEO Newsletter/Message from the CEO
DUE DILIGENCE CONFERENCES
Knights of Columbus Investment Symposium
WEBINARS
Economic Outlook
Elevate your executive compensation package through benchmarking & design
9/26 ESOP OnDemand Webinar w/ Fox Rothschild

Section 2: Plan Asset Overview

Asset Allocation

As of September 30, 2024

	Q3-2024		Q2-2024		Change	
	$	%	$	%	$	%
Plan	**441,744,490.24**	**100.00**	**424,850,704.90**	**100.00**	**16,893,785.34**	**3.98**
Total Core Lineup	**127,757,696.27**	**28.92**	**121,836,411.92**	**28.68**	**5,921,284.35**	**4.86**
Putnam Large Cap Value R6	11,732,923.37	2.66	-	0.00	11,732,923.37	100.00
MFS Value R6	-	0.00	11,097,119.58	2.61	-11,097,119.58	-100.00
Touchstone Large Cap Focused R6	9,105,718.57	2.06	8,625,560.39	2.03	480,158.18	5.57
Vanguard Institutional Index I	18,238,478.51	4.13	17,538,936.62	4.13	699,541.89	3.99
Vanguard Total Stock Mkt Idx Adm	3,178,861.68	0.72	2,964,714.26	0.70	214,147.42	7.22
JPMorgan Large Cap Growth R6	12,964,718.68	2.93	12,780,181.31	3.01	184,537.37	1.44
JHancock Disciplined Value Mid Cap R6	3,771,925.41	0.85	3,563,216.92	0.84	208,708.49	5.86
Vanguard Mid Cap Index Admiral	4,014,812.86	0.91	3,976,391.00	0.94	38,421.86	0.97
AB Discovery Growth Z	1,917,770.00	0.43	1,714,678.78	0.40	203,091.22	11.84
Delaware Small Cap Value R6	556,625.38	0.13	441,045.57	0.10	115,579.81	26.21
Vanguard Small Cap Index Adm	-	0.00	-	0.00	-	-
PGIM Jennison Small Company R6	1,369,844.17	0.31	1,327,855.68	0.31	41,988.49	3.16
Dodge & Cox International Stock X	2,252,239.59	0.51	2,143,505.00	0.50	108,734.59	5.07
Vanguard Total Intl Stock Index Admiral	858,039.68	0.19	697,294.89	0.16	160,744.79	23.05
BNY Mellon International Stock Fund Y	940,890.15	0.21	964,657.45	0.23	-23,767.30	-2.46
Invesco International Small-Mid Com R6	584,029.37	0.13	665,526.30	0.16	-81,496.93	-12.25
American Funds New Perspective R6	4,423,210.87	1.00	4,309,270.83	1.01	113,940.04	2.64
Goldman Sachs Emerging Markets Eq R6	1,030,504.92	0.23	982,190.98	0.23	48,313.94	4.92
Cohen & Steers Realty Shares Z	1,600,134.64	0.36	-	0.00	1,600,134.64	100.00
Invesco Real Estate R6	-	0.00	1,409,891.94	0.33	-1,409,891.94	-100.00
Vanguard Health Care Adm	4,592,478.88	1.04	4,457,967.96	1.05	134,510.92	3.02
Delaware Ivy Science and Technology R6	3,482,256.33	0.79	3,447,141.16	0.81	35,115.17	1.02
T. Rowe Price Retirement 2010 I	-	0.00	-	0.00	-	-
T. Rowe Price Retirement 2015 I	-	0.00	-	0.00	-	-
T. Rowe Price Retirement 2020 I	1,505,861.84	0.34	1,421,297.38	0.33	84,564.46	5.95
T. Rowe Price Retirement 2025 I	-	0.00	-	0.00	-	-
T. Rowe Price Retirement 2030 I	4,492,581.99	1.02	3,791,523.98	0.89	701,058.01	18.49
T. Rowe Price Retirement 2035 I	-	0.00	-	0.00	-	-
T. Rowe Price Retirement 2040 I	2,692,219.98	0.61	2,443,543.82	0.58	248,676.16	10.18
T. Rowe Price Retirement 2045 I	-	0.00	-	0.00	-	-
T. Rowe Price Retirement 2050 I	1,479,228.05	0.33	1,310,821.55	0.31	168,406.50	12.85
T. Rowe Price Retirement 2055 I	-	0.00	-	0.00	-	-
T. Rowe Price Retirement 2060 I	850,359.28	0.19	628,089.91	0.15	222,269.37	35.39
T. Rowe Price Retirement 2065 I	-	0.00	-	0.00	-	-
Vanguard LifeStrategy Income Inv	1,077,998.85	0.24	1,004,620.06	0.24	73,378.79	7.30
Vanguard LifeStrategy Cnsrv Gr Inv	956,640.22	0.22	952,074.43	0.22	4,565.79	0.48

Asset Allocation

As of September 30, 2024

	Q3-2024		Q2-2024		Change	
	$	%	$	%	$	%
Vanguard LifeStrategy Growth Inv	2,416,756.94	0.55	2,194,399.48	0.52	222,357.46	10.13
PIMCO International Bond (USD-Hdg) Instl	-	0.00	-	0.00	-	-
JPMorgan High Yield R6	1,491,317.15	0.34	1,416,718.87	0.33	74,598.28	5.27
Vanguard Total Bond Market Index Adm	2,981,764.20	0.67	2,740,599.75	0.65	241,164.45	8.80
MFS Total Return Bond R6	2,034,071.28	0.46	2,010,564.06	0.47	23,507.22	1.17
Lord Abbett Short Duration Income R6	4,410,735.94	1.00	4,380,025.06	1.03	30,710.88	0.70
Transamerica Guaranteed Investment Option	11,012,609.64	2.49	10,717,939.55	2.52	294,670.09	2.75
Forfeitures	90,288.09	0.02	153,893.79	0.04	-63,605.70	-41.33
Participant Loans	3,649,799.76	0.83	3,563,153.61	0.84	86,646.15	2.43

Asset Allocation

As of September 30, 2024

	Q3-2024		Q2-2024		Change	
	$	%	$	%	$	%
Total Model Portfolios	**313,986,793.97**	**71.08**	**303,014,292.98**	**71.32**	**10,972,500.99**	**3.62**
Ultra Aggressive Portfolio	26,462,808.94	5.99	25,249,396.83	5.94	1,213,412.11	4.81
Aggressive Portfolio	44,462,555.96	10.07	43,831,108.11	10.32	631,447.85	1.44
Balanced Portfolio	179,221,703.06	40.57	171,048,750.08	40.26	8,172,952.98	4.78
Moderate Portfolio	23,155,926.17	5.24	22,790,467.46	5.36	365,458.71	1.60
Conservative Portfolio	28,706,739.63	6.50	28,135,776.05	6.62	570,963.58	2.03
Fixed Income Portfolio	11,977,060.21	2.71	11,958,794.45	2.81	18,265.76	0.15

Asset values are subject to change due to transactions that may have been pending at the time this report was prepared.
Please refer to your Trust or Custodial Statement for further details.

Asset Allocation

As of September 30, 2024

Account Name	Q3-2024 Market Value $	Q3-2024 Allocation (%)	Q3-2024 Target (%)	Q2-2024 Market Value $	Q2-2024 Allocation (%)	Q2-2024 Target (%)
Ultra Aggressive Portfolio	**26,462,808.94**	**100.00**	**100.00**	**25,249,396.83**	**100.00**	**100.00**
BNY Mellon Dynamic Value Fund Y	3,988,242.96	15.07	15.00	3,806,551.11	15.08	15.00
Goldman Sachs Large Cap Gr Insghts R6	3,959,063.81	14.96	15.00	4,375,825.61	17.33	15.00
Columbia Select Mid Cap Value Instl 3	1,988,815.80	7.52	7.50	1,851,781.19	7.33	7.50
Delaware Ivy Mid Cap Growth R6	1,991,601.64	7.53	7.50	1,697,890.43	6.72	7.50
Franklin Small Cap Value R6	1,964,576.49	7.42	7.50	1,803,328.55	7.14	7.50
Delaware Ivy Small Cap Growth R6	1,945,511.20	7.35	7.50	1,814,773.61	7.19	7.50
Columbia Overseas Value Inst3	2,629,689.97	9.94	10.00	1,831,505.32	7.25	7.50
ClearBridge International Growth IS	2,653,819.54	10.03	10.00	1,800,114.92	7.13	7.50
Voya Multi-Manager International Sm Cp I	1,329,248.91	5.02	5.00	1,206,975.90	4.78	5.00
Invesco Developing Markets R6	1,359,809.41	5.14	5.00	2,245,924.27	8.89	10.00
Columbia Seligman Tech & Info Inst3	2,652,429.21	10.02	10.00	2,814,725.92	11.15	10.00

Asset Allocation

As of September 30, 2024

Account Name	Q3-2024 Market Value $	Q3-2024 Allocation (%)	Q3-2024 Target (%)	Q2-2024 Market Value $	Q2-2024 Allocation (%)	Q2-2024 Target (%)
Aggressive Portfolio	**44,462,555.96**	**100.00**	**100.00**	**43,831,108.11**	**100.00**	**100.00**
JHancock Disciplined Value R6	5,346,058.20	12.02	12.00	5,722,517.97	13.06	12.00
AB Large Cap Growth Z	5,323,651.88	11.97	12.00	6,265,010.36	14.29	12.00
Columbia Select Mid Cap Value Instl 3	4,465,853.56	10.04	10.00	4,477,103.54	10.21	10.00
Delaware Ivy Mid Cap Growth R6	4,471,818.10	10.06	10.00	4,106,117.60	9.37	10.00
Franklin Small Cap Value R6	3,529,110.89	7.94	8.00	3,479,465.98	7.94	8.00
Delaware Ivy Small Cap Growth R6	3,494,535.94	7.86	8.00	3,500,717.99	7.99	8.00
Columbia Overseas Value Inst3	2,213,862.53	4.98	5.00	2,201,190.47	5.02	5.00
ClearBridge International Growth IS	2,234,018.24	5.02	5.00	2,163,276.40	4.94	5.00
Voya Multi-Manager International Sm Cp I	2,246,306.14	5.05	5.00	-	-	-
Goldman Sachs Em Mkts Eq Insghts R6	2,310,281.24	5.20	5.00	-	-	-
Transamerica Guaranteed Investment Option	8,827,059.24	19.85	20.00	8,108,675.57	18.50	20.00
Invesco EQV Emerging Markets All Cap R6	-	-	-	3,807,032.23	8.69	10.00

Asset Allocation

As of September 30, 2024

Account Name	Q3-2024 Market Value $	Q3-2024 Allocation (%)	Q3-2024 Target (%)	Q2-2024 Market Value $	Q2-2024 Allocation (%)	Q2-2024 Target (%)
Balanced Portfolio	**179,221,703.06**	**100.00**	**100.00**	**171,048,750.08**	**100.00**	**100.00**
JHancock Disciplined Value R6	18,065,784.86	10.08	10.00	-	-	-
AB Large Cap Growth Z	17,945,830.40	10.01	10.00	18,551,409.95	10.85	9.00
JPMorgan Mid Cap Value R6	8,990,968.65	5.02	5.00	8,734,811.87	5.11	5.00
Pioneer Select Mid Cap Growth K	9,001,192.88	5.02	5.00	9,201,586.74	5.38	5.00
JPMorgan Small Cap Value R6	8,904,829.96	4.97	5.00	8,814,862.69	5.15	5.00
AB Small Cap Growth Z	8,915,630.83	4.97	5.00	8,568,883.71	5.01	5.00
Columbia Overseas Value Inst3	8,950,897.02	4.99	5.00	5,234,055.66	3.06	3.00
ClearBridge International Growth IS	9,028,734.48	5.04	5.00	5,150,709.30	3.01	3.00
Voya Multi-Manager International Sm Cp I	9,055,709.60	5.05	5.00	8,630,739.41	5.05	5.00
MFS Global Real Estate R6	8,955,649.62	5.00	5.00	8,151,346.27	4.77	5.00
Delaware Ivy Global Bond Fund Class R6	10,723,152.79	5.98	6.00	9,800,806.36	5.73	6.00
JHancock Bond R6	7,132,602.81	3.98	4.00	6,458,508.70	3.78	4.00
Transamerica Guaranteed Investment Option	53,550,719.16	29.88	30.00	48,246,273.17	28.21	30.00
Pioneer Equity Income K	-	-	-	15,304,486.64	8.95	9.00
Columbia Emerging Markets Inst3	-	-	-	10,200,269.61	5.96	6.00

Asset Allocation

As of September 30, 2024

Account Name	Q3-2024 Market Value $	Q3-2024 Allocation (%)	Q3-2024 Target (%)	Q2-2024 Market Value $	Q2-2024 Allocation (%)	Q2-2024 Target (%)
Moderate Portfolio	**23,155,929.71**	**100.00**	**100.00**	**22,790,471.11**	**100.00**	**100.00**
BNY Mellon Dynamic Value Fund Y	2,100,269.88	9.07	8.00	1,971,392.50	8.65	8.00
JPMorgan Growth Advantage R6	2,242,242.06	9.68	8.00	2,249,698.26	9.87	8.00
MFS Mid Cap Value R6	1,030,698.82	4.45	4.00	959,089.32	4.21	4.00
Delaware Ivy Mid Cap Growth R6	912,032.79	3.94	4.00	881,019.23	3.87	4.00
Franklin Small Cap Value R6	749,673.45	3.24	3.00	700,370.35	3.07	3.00
Delaware Ivy Small Cap Growth R6	722,334.04	3.12	3.00	704,785.26	3.09	3.00
Columbia Overseas Value Inst3	1,243,625.01	5.37	5.00	1,172,422.83	5.14	5.00
ClearBridge International Growth IS	1,222,273.83	5.28	5.00	1,157,262.81	5.08	5.00
JHancock Strategic Income Opps R6	1,120,484.94	4.84	5.00	1,093,119.16	4.80	5.00
Pioneer Bond K	1,130,773.78	4.88	5.00	1,090,337.95	4.78	5.00
Transamerica Guaranteed Investment Option	10,681,517.57	46.13	50.00	10,810,969.79	47.44	50.00
Federated Hermes Capital Pres ISP	3.54	0.00	0.00	3.65	0.00	0.00

Asset Allocation

As of September 30, 2024

Account Name	Q3-2024 Market Value $	Q3-2024 Allocation (%)	Q3-2024 Target (%)	Q2-2024 Market Value $	Q2-2024 Allocation (%)	Q2-2024 Target (%)
Conservative Portfolio	**28,706,739.63**	**100.00**	**100.00**	**28,135,776.05**	**100.00**	**100.00**
BNY Mellon Dynamic Value Fund Y	1,693,426.19	5.90	5.00	1,562,943.06	5.56	5.00
AB Large Cap Growth Z	1,764,580.99	6.15	5.00	1,763,829.12	6.27	5.00
Columbia Overseas Value Inst3	1,603,211.27	5.58	5.00	1,485,484.59	5.28	5.00
ClearBridge International Growth IS	1,568,427.08	5.46	5.00	1,459,076.25	5.19	5.00
Franklin US Government Secs R6	1,403,539.64	4.89	5.00	1,341,523.09	4.77	5.00
PIMCO Short-Term Instl	1,421,232.68	4.95	5.00	1,407,100.39	5.00	5.00
Transamerica Guaranteed Investment Option	19,252,321.78	67.07	70.00	19,115,819.55	67.94	70.00

Asset Allocation

As of September 30, 2024

Account Name	Q3-2024 Market Value $	Q3-2024 Allocation (%)	Q3-2024 Target (%)	Q2-2024 Market Value $	Q2-2024 Allocation (%)	Q2-2024 Target (%)
Fixed Income Portfolio	**11,977,060.21**	**100.00**	**100.00**	**11,958,794.45**	**100.00**	**100.00**
Pioneer Strategic Income K	636,931.08	5.32	5.00	607,631.40	5.08	5.00
Pioneer Bond K	625,025.19	5.22	5.00	598,324.71	5.00	5.00
PIMCO Short-Term Instl	611,870.63	5.11	5.00	612,350.70	5.12	5.00
Invesco Senior Floating Rate R6	645,256.58	5.39	5.00	641,795.91	5.37	5.00
Transamerica Guaranteed Investment Option	9,457,976.73	78.97	80.00	9,498,691.73	79.43	80.00

Style Diversification

As of September 30, 2024

This document must be accompanied by the three page "Consolidated Analysis Disclosures" document: otherwise, this illustration is incomplete and should not be relied upon.

Domestic Equity			
	Value	**Blend**	**Growth**
Large Cap	Putnam Large Cap Value R6 (3%)	Touchstone Large Cap Focused R6 (2%) Vanguard Institutional Index I (4%) Vanguard Total Stock Mkt Idx Adm (1%)	JPMorgan Large Cap Growth R6 (3%)
Mid Cap	JHancock Disciplined Value Mid Cap R6 (1%)	Vanguard Mid Cap Index Admiral (1%)	AB Discovery Growth Z (0%)
Small Cap	Delaware Small Cap Value R6 (0%)	Vanguard Small Cap Index Adm (0%)	PGIM Jennison Small Company R6 (0%)

Asset Allocation			
	Global	**Target Date**	**US**
	Aggressive Portfolio (10%) Balanced Portfolio (41%) Conservative Portfolio (7%) Fixed Income Portfolio (3%) Moderate Portfolio (5%) Ultra Aggressive Portfolio (6%)	T. Rowe Price Retirement 2010 I (0%) T. Rowe Price Retirement 2015 I (0%) T. Rowe Price Retirement 2020 I (0%) T. Rowe Price Retirement 2025 I (0%) T. Rowe Price Retirement 2030 I (1%) T. Rowe Price Retirement 2035 I (0%) T. Rowe Price Retirement 2040 I (1%) T. Rowe Price Retirement 2045 I (0%) T. Rowe Price Retirement 2050 I (0%) T. Rowe Price Retirement 2055 I (0%) T. Rowe Price Retirement 2060 I (0%) T. Rowe Price Retirement 2065 I (0%)	Vanguard LifeStrategy Cnsrv Gr Inv (0%) Vanguard LifeStrategy Growth Inv (1%) Vanguard LifeStrategy Income Inv (0%)

Percent shown in parentheses next to the fund is the percentage of assets within the plan.

Style Diversification

As of September 30, 2024

International			
	Value	**Blend**	**Growth**
Large Cap	Dodge & Cox International Stock X (1%)	Vanguard Total Intl Stock Index Admiral (0%)	BNY Mellon International Stock Fund Y (0%)
Small/Mid Cap			Invesco International Small-Mid Com R6 (0%)
	Global	**Emerging Markets**	**Region**
	American Funds New Perspective R6 (1%)	Goldman Sachs Emerging Markets Eq R6 (0%)	
Fixed Income			
	Short	**Intermediate**	**Long**
	Lord Abbett Short Duration Income R6 (1%) Transamerica Guaranteed Investment Option (3%)	MFS Total Return Bond R6 (0%) Vanguard Total Bond Market Index Adm (1%)	
	Bank Loan	**High Yield**	**Inflation-Protected**
		JPMorgan High Yield R6 (0%)	
	International	**Multisector**	**Non-Traditional**
	PIMCO International Bond (USD-Hdg) Instl (0%)		
Non-Traditional			
	Real Estate	**Misc**	**Sector**
	Cohen & Steers Realty Shares Z (0%)		Delaware Ivy Science and Technology R6 (1%) Vanguard Health Care Adm (1%)

Percent shown in parentheses next to the fund is the percentage of assets within the plan.

Action History Report

As of September 30, 2024

	Q3 2024	Q2 2024	Q1 2024	Q4 2023	Q3 2023	Q2 2023	Q1 2023	Q4 2022	Q3 2022	Q2 2022	Q1 2022	Q4 2021	Q3 2021	Q2 2021	Q1 2021	Q4 2020
Putnam Large Cap Value R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Touchstone Large Cap Focused R6	H	H	H	H	H	-	-	-	-	-	-	-	-	-	-	-
Vanguard Institutional Index I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Vanguard Total Stock Mkt Idx Adm	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
JPMorgan Large Cap Growth R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
JHancock Disciplined Value Mid Cap R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Vanguard Mid Cap Index Admiral	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
AB Discovery Growth Z	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Delaware Small Cap Value R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Vanguard Small Cap Index Adm	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
PGIM Jennison Small Company R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Dodge & Cox International Stock X	H	H	H	H	H	H	H	H	-	H	-	-	-	-	-	-
Vanguard Total Intl Stock Index Admiral	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
BNY Mellon International Stock Fund Y	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Invesco International Small-Mid Com R6	H	H	H	H	H	H	H	H	H	H	H	W	W	W	W	W
American Funds New Perspective R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Goldman Sachs Emerging Markets Eq R6	H	H	H	H	H	-	-	-	-	-	-	-	-	-	-	-
Cohen & Steers Realty Shares Z	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Vanguard Health Care Adm	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Delaware Ivy Science and Technology R6	H	H	H	H	H	-	-	-	-	-	-	-	-	-	-	-
T. Rowe Price Retirement 2010 I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
T. Rowe Price Retirement 2015 I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
T. Rowe Price Retirement 2020 I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
T. Rowe Price Retirement 2025 I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
T. Rowe Price Retirement 2030 I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
T. Rowe Price Retirement 2035 I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
T. Rowe Price Retirement 2040 I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
T. Rowe Price Retirement 2045 I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
T. Rowe Price Retirement 2050 I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
T. Rowe Price Retirement 2055 I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
T. Rowe Price Retirement 2060 I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
T. Rowe Price Retirement 2065 I	H	H	H	H	H	H	H	H	H	H	H	H	H	-	-	-
Vanguard LifeStrategy Income Inv	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Vanguard LifeStrategy Cnsrv Gr Inv	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Vanguard LifeStrategy Growth Inv	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
PIMCO International Bond (USD-Hdg) Instl	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
JPMorgan High Yield R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Vanguard Total Bond Market Index Adm	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H

Action History Report

As of September 30, 2024

	Q3 2024	Q2 2024	Q1 2024	Q4 2023	Q3 2023	Q2 2023	Q1 2023	Q4 2022	Q3 2022	Q2 2022	Q1 2022	Q4 2021	Q3 2021	Q2 2021	Q1 2021	Q4 2020
MFS Total Return Bond R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Lord Abbett Short Duration Income R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H

H Hold W Watch N None

Action History Report - Ultra Aggressive Portfolio

As of September 30, 2024

	Q3 2024	Q2 2024	Q1 2024	Q4 2023	Q3 2023	Q2 2023	Q1 2023	Q4 2022	Q3 2022	Q2 2022	Q1 2022	Q4 2021	Q3 2021	Q2 2021	Q1 2021	Q4 2020
BNY Mellon Dynamic Value Fund Y	H	H	H	H	H	-	-	-	-	-	-	-	-	-	-	-
Goldman Sachs Large Cap Gr Insghts R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Columbia Select Mid Cap Value Instl 3	H	H	H	H	H	H	H	H	H	H	H	H	-	-	-	-
Delaware Ivy Mid Cap Growth R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Franklin Small Cap Value R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Delaware Ivy Small Cap Growth R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Columbia Overseas Value Inst3	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
ClearBridge International Growth IS	H	H	H	H	H	H	H	H	H	-	-	-	-	-	-	-
Voya Multi-Manager International Sm Cp I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Invesco Developing Markets R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Columbia Seligman Tech & Info Inst3	H	H	H	H	H	-	-	-	-	-	-	-	-	-	-	-

H Hold W Watch N None

Action History Report - Aggressive Portfolio

As of September 30, 2024

	Q3 2024	Q2 2024	Q1 2024	Q4 2023	Q3 2023	Q2 2023	Q1 2023	Q4 2022	Q3 2022	Q2 2022	Q1 2022	Q4 2021	Q3 2021	Q2 2021	Q1 2021	Q4 2020
JHancock Disciplined Value R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
AB Large Cap Growth Z	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Columbia Select Mid Cap Value Instl 3	H	H	H	H	H	H	H	H	H	H	H	H	-	-	-	-
Delaware Ivy Mid Cap Growth R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Franklin Small Cap Value R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Delaware Ivy Small Cap Growth R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Columbia Overseas Value Inst3	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
ClearBridge International Growth IS	H	H	H	H	H	H	H	H	H	-	-	-	-	-	-	-
Voya Multi-Manager International Sm Cp I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Goldman Sachs Em Mkts Eq Insghts R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H

H Hold W Watch N None

Action History Report - Balanced Portfolio

As of September 30, 2024

	Q3 2024	Q2 2024	Q1 2024	Q4 2023	Q3 2023	Q2 2023	Q1 2023	Q4 2022	Q3 2022	Q2 2022	Q1 2022	Q4 2021	Q3 2021	Q2 2021	Q1 2021	Q4 2020
JHancock Disciplined Value R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
AB Large Cap Growth Z	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
JPMorgan Mid Cap Value R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Pioneer Select Mid Cap Growth K	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
JPMorgan Small Cap Value R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
AB Small Cap Growth Z	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Columbia Overseas Value Inst3	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
ClearBridge International Growth IS	H	H	H	H	H	H	H	H	H	-	-	-	-	-	-	-
Voya Multi-Manager International Sm Cp I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
MFS Global Real Estate R6	H	H	H	H	H	-	-	-	-	-	-	-	-	-	-	-
Delaware Ivy Global Bond Fund Class R6	H	H	H	H	H	H	H	H	H	-	-	-	-	-	-	-
JHancock Bond R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H

H Hold W Watch N None

Action History Report - Moderate Portfolio

As of September 30, 2024

	Q3 2024	Q2 2024	Q1 2024	Q4 2023	Q3 2023	Q2 2023	Q1 2023	Q4 2022	Q3 2022	Q2 2022	Q1 2022	Q4 2021	Q3 2021	Q2 2021	Q1 2021	Q4 2020
BNY Mellon Dynamic Value Fund Y	H	H	H	H	H	-	-	-	-	-	-	-	-	-	-	-
JPMorgan Growth Advantage R6	H	H	H	H	H	-	-	-	-	-	-	-	-	-	-	-
MFS Mid Cap Value R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Delaware Ivy Mid Cap Growth R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Franklin Small Cap Value R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Delaware Ivy Small Cap Growth R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Columbia Overseas Value Inst3	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
ClearBridge International Growth IS	H	H	H	H	H	H	H	H	H	-	-	-	-	-	-	-
JHancock Strategic Income Opps R6	H	H	H	H	H	H	H	H	H	-	-	-	-	-	-	-
Pioneer Bond K	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H

H Hold W Watch N None

Action History Report - Conservative Portfolio

As of September 30, 2024

	Q3 2024	Q2 2024	Q1 2024	Q4 2023	Q3 2023	Q2 2023	Q1 2023	Q4 2022	Q3 2022	Q2 2022	Q1 2022	Q4 2021	Q3 2021	Q2 2021	Q1 2021	Q4 2020
BNY Mellon Dynamic Value Fund Y	H	H	H	H	H	-	-	-	-	-	-	-	-	-	-	-
AB Large Cap Growth Z	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Columbia Overseas Value Inst3	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
ClearBridge International Growth IS	H	H	H	H	H	H	H	H	H	-	-	-	-	-	-	-
Franklin US Government Secs R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
PIMCO Short-Term Instl	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H

H Hold W Watch N None

Action History Report - Fixed Income Portfolio

As of September 30, 2024

	Q3 2024	Q2 2024	Q1 2024	Q4 2023	Q3 2023	Q2 2023	Q1 2023	Q4 2022	Q3 2022	Q2 2022	Q1 2022	Q4 2021	Q3 2021	Q2 2021	Q1 2021	Q4 2020
Pioneer Strategic Income K	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Pioneer Bond K	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
PIMCO Short-Term Instl	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Invesco Senior Floating Rate R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H

H Hold W Watch N None

Investment(s) - Due Diligence Update(s) - Scorecard

As of September 30, 2024

Fund Name	Manager Tenure	Style Consistency	Total Return 3 Yrs > Cat. Avg.	Total Return 5 Yrs > Cat. Avg.	Alpha 5 Yrs > 0	Info. Ratio 5 Yrs > 50Pct	Sharpe Ratio 5 Yrs > Cat. Avg.	Rolling Period Score	Overall Score	Meeting Date
Putnam Large Cap Value R6	■	■	■	■	■	■	■	■	■	
Touchstone Large Cap Focused R6	■	■	■	■	■	■	■	■	■	
Vanguard Institutional Index I	■	■	■	■	■	■	■	■	■	Q4'23
Vanguard Total Stock Mkt Idx Adm	■	■	■	■	■	■	■	■	■	Q4'23
JPMorgan Large Cap Growth R6	■	■	■	■	■	■	■	■	■	Q3'23; Q4'23
JHancock Disciplined Value Mid Cap R6	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
Vanguard Mid Cap Index Admiral	■	■	■	■	■	■	■	■	■	Q4'23
AB Discovery Growth Z	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
Delaware Small Cap Value R6	■	■	■	■	■	■	■	■	■	Q4'23
Vanguard Small Cap Index Adm	■	■	■	■	■	■	■	■	■	Q4'23
PGIM Jennison Small Company R6	■	■	■	■	■	■	■	■	■	
Dodge & Cox International Stock X	■	■	■	■	■	■	■	■	■	
Vanguard Total Intl Stock Index Admiral	■	■	■	■	■	■	■	■	■	Q4'23
BNY Mellon International Stock Fund Y	■	■	■	■	■	■	■	■	■	
Invesco International Small-Mid Com R6	■	■	■	■	■	■	■	■	■	
American Funds New Perspective R6	■	■	■	■	■	■	■	■	■	Q4'23
Goldman Sachs Emerging Markets Eq R6	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
Cohen & Steers Realty Shares Z	■	■	■	■	■	■	■	■	■	Q4'23
Vanguard Health Care Adm	■	■	■	■	■	■	■	■	■	
Delaware Ivy Science and Technology R6	■	■	■	■	■	■	■	■	■	
T. Rowe Price Retirement 2010 I	-	-	-	-	-	-	-	-	■	Q4'23;Q1'24; Q2'24; Q3'24
T. Rowe Price Retirement 2015 I	-	-	-	-	-	-	-	-	■	Q4'23;Q1'24; Q2'24; Q3'24
T. Rowe Price Retirement 2020 I	-	-	-	-	-	-	-	-	■	Q4'23;Q1'24; Q2'24; Q3'24
T. Rowe Price Retirement 2025 I	-	-	-	-	-	-	-	-	■	Q4'23;Q1'24; Q2'24; Q3'24
T. Rowe Price Retirement 2030 I	-	-	-	-	-	-	-	-	■	Q4'23;Q1'24; Q2'24; Q3'24
T. Rowe Price Retirement 2035 I	-	-	-	-	-	-	-	-	■	Q4'23;Q1'24; Q2'24; Q3'24
T. Rowe Price Retirement 2040 I	-	-	-	-	-	-	-	-	■	Q4'23;Q1'24; Q2'24; Q3'24
T. Rowe Price Retirement 2045 I	-	-	-	-	-	-	-	-	■	Q4'23;Q1'24; Q2'24; Q3'24
T. Rowe Price Retirement 2050 I	-	-	-	-	-	-	-	-	■	Q4'23;Q1'24; Q2'24; Q3'24
T. Rowe Price Retirement 2055 I	-	-	-	-	-	-	-	-	■	Q4'23;Q1'24; Q2'24; Q3'24
T. Rowe Price Retirement 2060 I	-	-	-	-	-	-	-	-	■	Q4'23;Q1'24; Q2'24; Q3'24
T. Rowe Price Retirement 2065 I	-	-	-	-	-	-	-	-	■	Q4'23;Q1'24; Q2'24; Q3'24
Vanguard LifeStrategy Income Inv	■	■	■	■	■	■	■	■	■	
Vanguard LifeStrategy Cnsrv Gr Inv	■	■	■	■	■	■	■	■	■	
Vanguard LifeStrategy Growth Inv	■	■	■	■	■	■	■	■	■	
PIMCO International Bond (USD-Hdg) Instl	■	-	■	■	■	■	■	■	■	Q1'23;Q1'24
JPMorgan High Yield R6	■	-	■	■	■	■	■	■	■	Q1'23; Q4'23
Vanguard Total Bond Market Index Adm	■	-	■	■	■	■	■	■	■	Q4'23
MFS Total Return Bond R6	■	-	■	■	■	■	■	■	■	Q1'23;Q4'23;Q1'24
Lord Abbett Short Duration Income R6	■	-	■	■	■	■	■	■	■	Q1'23

■ = Pass ■ = Fail (Further Due Diligence Required)

Investment(s) - Due Diligence Update(s) - Scorecard - Ultra Aggressive Portfolio

As of September 30, 2024

Fund Name	Manager Tenure	Style Consistency	Total Return 3 Yrs > Cat. Avg.	Total Return 5 Yrs > Cat. Avg.	Alpha 5 Yrs > 0	Info. Ratio 5 Yrs > 50Pct	Sharpe Ratio 5 Yrs > Cat. Avg.	Rolling Period Score	Overall Score	Meeting Date
BNY Mellon Dynamic Value Fund Y	■	■	■	■	■	■	■	■	■	
Goldman Sachs Large Cap Gr Insghts R6	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
Columbia Select Mid Cap Value Instl 3	■	■	■	■	■	■	■	■	■	Q1'23
Delaware Ivy Mid Cap Growth R6	■	■	■	■	■	■	■	■	■	Q1'23; Q4'23;Q1'24
Franklin Small Cap Value R6	■	■	■	■	■	■	■	■	■	
Delaware Ivy Small Cap Growth R6	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
Columbia Overseas Value Inst3	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
ClearBridge International Growth IS	■	■	■	■	■	■	■	■	■	Q1'23;Q2'23;Q1'24
Voya Multi-Manager International Sm Cp I	■	■	■	■	■	■	■	■	■	
Invesco Developing Markets R6	■	■	■	■	■	■	■	■	■	Q3'23;Q1'24; Q2'24; Q3'24
Columbia Seligman Tech & Info Inst3	■	■	■	■	■	■	■	■	■	

■ = Pass ■ = Fail (Further Due Diligence Required)

Investment(s) - Due Diligence Update(s) - Scorecard - Aggressive Portfolio

As of September 30, 2024

Fund Name	Manager Tenure	Style Consistency	Total Return 3 Yrs > Cat. Avg.	Total Return 5 Yrs > Cat. Avg.	Alpha 5 Yrs > 0	Info. Ratio 5 Yrs > 50Pct	Sharpe Ratio 5 Yrs > Cat. Avg.	Rolling Period Score	Overall Score	Meeting Date
JHancock Disciplined Value R6	■	■	■	■	■	■	■	■	■	Q1'24; Q2'24; Q3'24
AB Large Cap Growth Z	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
Columbia Select Mid Cap Value Instl 3	■	■	■	■	■	■	■	■	■	Q1'23
Delaware Ivy Mid Cap Growth R6	■	■	■	■	■	■	■	■	■	Q1'23; Q4'23;Q1'24
Franklin Small Cap Value R6	■	■	■	■	■	■	■	■	■	
Delaware Ivy Small Cap Growth R6	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
Columbia Overseas Value Inst3	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
ClearBridge International Growth IS	■	■	■	■	■	■	■	■	■	Q1'23;Q2'23;Q1'24
Voya Multi-Manager International Sm Cp I	■	■	■	■	■	■	■	■	■	
Goldman Sachs Em Mkts Eq Insghts R6	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24

■ = Pass ■ = Fail (Further Due Diligence Required)

Investment(s) - Due Diligence Update(s) - Scorecard - Balanced Portfolio

As of September 30, 2024

Fund Name	Manager Tenure	Style Consistency	Total Return 3 Yrs > Cat. Avg.	Total Return 5 Yrs > Cat. Avg.	Alpha 5 Yrs > 0	Info. Ratio 5 Yrs > 50Pct	Sharpe Ratio 5 Yrs > Cat. Avg.	Rolling Period Score	Overall Score	Meeting Date
JHancock Disciplined Value R6	■	■	■	■	■	■	■	■	■	Q1'24; Q2'24; Q3'24
AB Large Cap Growth Z	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
JPMorgan Mid Cap Value R6	■	■	■	■	■	■	■	■	■	
Pioneer Select Mid Cap Growth K	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
JPMorgan Small Cap Value R6	■	■	■	■	■	■	■	■	■	
AB Small Cap Growth Z	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
Columbia Overseas Value Inst3	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
ClearBridge International Growth IS	■	■	■	■	■	■	■	■	■	Q1'23;Q2'23;Q1'24
Voya Multi-Manager International Sm Cp I	■	■	■	■	■	■	■	■	■	
MFS Global Real Estate R6	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
Delaware Ivy Global Bond Fund Class R6	■	-	■	■	■	■	■	■	■	
JHancock Bond R6	■	-	■	■	■	■	■	■	■	

■ = Pass ■ = Fail (Further Due Diligence Required)

Investment(s) - Due Diligence Update(s) - Scorecard - Moderate Portfolio

As of September 30, 2024

Fund Name	Manager Tenure	Style Consistency	Total Return 3 Yrs > Cat. Avg.	Total Return 5 Yrs > Cat. Avg.	Alpha 5 Yrs > 0	Info. Ratio 5 Yrs > 50Pct	Sharpe Ratio 5 Yrs > Cat. Avg.	Rolling Period Score	Overall Score	Meeting Date
BNY Mellon Dynamic Value Fund Y	■	■	■	■	■	■	■	■	■	
JPMorgan Growth Advantage R6	■	■	■	■	■	■	■	■	■	
MFS Mid Cap Value R6	■	■	■	■	■	■	■	■	■	Q1'23;Q4'23;Q1'24
Delaware Ivy Mid Cap Growth R6	■	■	■	■	■	■	■	■	■	Q1'23; Q4'23;Q1'24
Franklin Small Cap Value R6	■	■	■	■	■	■	■	■	■	
Delaware Ivy Small Cap Growth R6	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
Columbia Overseas Value Inst3	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
ClearBridge International Growth IS	■	■	■	■	■	■	■	■	■	Q1'23;Q2'23;Q1'24
JHancock Strategic Income Opps R6	■	-	■	■	■	■	■	■	■	
Pioneer Bond K	■	-	■	■	■	■	■	■	■	Q1'23; Q3'23

■ = Pass ■ = Fail (Further Due Diligence Required)

Investment(s) - Due Diligence Update(s) - Scorecard - Conservative Portfolio

As of September 30, 2024

Fund Name	Manager Tenure	Style Consistency	Total Return 3 Yrs > Cat. Avg.	Total Return 5 Yrs > Cat. Avg.	Alpha 5 Yrs > 0	Info. Ratio 5 Yrs > 50Pct	Sharpe Ratio 5 Yrs > Cat. Avg.	Rolling Period Score	Overall Score	Meeting Date
BNY Mellon Dynamic Value Fund Y	■	■	■	■	■	■	■	■	■	
AB Large Cap Growth Z	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
Columbia Overseas Value Inst3	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
ClearBridge International Growth IS	■	■	■	■	■	■	■	■	■	Q1'23;Q2'23;Q1'24
Franklin US Government Secs R6	■	-	■	■	■	■	■	■	■	Q1'23;Q1'24
PIMCO Short-Term Instl	■	-	■	■	■	■	■	■	■	Q4'23

■ = Pass ■ = Fail (Further Due Diligence Required)

Investment(s) - Due Diligence Update(s) - Scorecard - Fixed Income Portfolio

As of September 30, 2024

Fund Name	Manager Tenure	Style Consistency	Total Return 3 Yrs > Cat. Avg.	Total Return 5 Yrs > Cat. Avg.	Alpha 5 Yrs > 0	Info. Ratio 5 Yrs > 50Pct	Sharpe Ratio 5 Yrs > Cat. Avg.	Rolling Period Score	Overall Score	Meeting Date
Pioneer Strategic Income K	■	-	■	■	■	■	■	■	■	Q1'23;Q4'23;Q1'24
Pioneer Bond K	■	-	■	■	■	■	■	■	■	Q1'23; Q3'23
PIMCO Short-Term Instl	■	-	■	■	■	■	■	■	■	Q4'23
Invesco Senior Floating Rate R6	■	-	■	■	■	■	■	■	■	Q4'23; Q2'24

■ = Pass ■ = Fail (Further Due Diligence Required)

Investment(s) - Due Diligence Update(s) - Scorecard

As of September 30, 2024

Fund Name	Comments	Action
JPMorgan Large Cap Growth R6	JPMorgan Large Cap Growth remains assigned an action of Hold. We continue to find the firm and portfolio management team to be stable and well-resourced to meet the mandate's investment objective. The fund follows a fundamental, bottom-up approach that combines stock selection and risk management. The approach has an emphasis of companies with a large addressable market undergoing meaningful change, a sustainable competitive advantage, and is deemed to have significant price momentum. The resulting portfolio consists of 65 holdings with 55.61% of fund assets in the ten largest positions. On July 1, the firm announced a proposal to change the strategy from "diversified" to "non-diversified" was put forth pending shareholder approval on October 2, 2024. Given the portfolio's consistently sector agnostic approach, its historical latitude before encroaching on current restrictions, and the expectation that if passed the change will not result in any alteration to the fund process, we do not find the potential change from diversified to non-diversified to be of material concern at this time. At the end of Q2'24, the approach continued to reflect a portfolio of large cap growth companies across a diverse set of sectors and industries; focused on those that may be beneficiaries of artificial intelligence related investment, adoption of weight loss drugs; and an increasing focus on electrification.	H
AB Discovery Growth Z	AB Discovery Growth remains assigned an action of Hold. We continue to find the firm and portfolio management team to be stable after Samantha Lau's assuming sole CIO and lead portfolio manager at the end of Q4'22. The investment team believes there are significant market inefficiencies within the small and mid cap market, and seek to exploit said inefficiencies in order to perform well relative to the Russell 2500 Growth Index. As such, the constructed portfolio has a meaningful small cap growth bias relative to its category peers and Russell Mid Cap Growth index, however, is reasonably in line with the fund's benchmark, Russell 2500 Growth. The fund's investment strategy employs a blended fundamental and quantitative approach which leads to a portfolio complexion that is momentum driven to select firms with a higher probability of exceeding growth expectations. Of note, the fund does not invest in communication services, materials and utilities sectors. Fund performance was strong in the one year period ended Q3'24, surpassing its Russell 2500 Growth benchmark and ranking in the top half of peer groups. The portfolio's track record over the 5 and 10 year trailing periods has also been competitive with category peers. Asset flows have been stable in 2024.	H
Delaware Small Cap Value R6	Delaware Small Cap Value remains assigned an action of Hold. We find the firm and portfolio management team to be well-resourced to meet the fund's investment objective. Despite the retirement of long tenured lead manager and CIO, Christopher Beck, in Q2'22 we do not currently find material concern with the departure. The remaining managers, Kelley Carabasi and Kent Madden have extensive experience of the fund leading to their roles in the succession plan being expected. Effective on or about December 31, 2024, the name of the fund will be changed to Macquarie Small Cap Value Fund. There are not expected to be any changes to the underlying philosophy or process of the strategy. The fund seeks capital appreciation by investing in the securities of primarily small companies whose stock prices are deemed by the management team to appear low relative to the underlying value or future potential of the firm. The constructed portfolio consists of 112 holdings with 16.56% of assets in the ten largest positions. Fund performance in the one year period ended Q3'24 was mixed, lagging its Russell 2000 Value benchmark but ranking in the top half of its peer group. Although overall security selection was additive to results over the annual term, poor selection within industrials dampened performance.	H

Investment(s) - Due Diligence Update(s) - Scorecard

As of September 30, 2024

Fund Name	Comments	Action
BNY Mellon International Stock Fund Y	BNY Mellon International Stock Fund remains assigned an action of Hold. The management team remains stable. Over the period ended Q3'24, while short-term performance falls to the bottom half of the peer group, long- and intermediate-term returns land in the second quartile. Long- and intermediate-term risk-adjusted returns are also favorable. In the past year ended Q3'24, weak industrials and financials selection more than offset strong consumer discretionary selection. Selection within North America and Asia Pacific also detracted.	H
PIMCO International Bond (USD-Hdg) Instl	PIMCO International Bond (USD-Hdg) remains assigned an action of Hold. The portfolio management team is stable and well-equipped to meet the fund's objective of maximizing total return, consistent with preservation of capital and prudent investment management. In Q2'24, interest rate and currency strategies helped results while spread sector strategies were neutral. Coming into Q3'24, the team's strategic outlook was that higher savings balances and a slower pass-through of monetary policy in the U.S. compared to other developed markets could sustain inflation above the Federal Reserve's 2% target over the cyclical horizon. They anticipate that the Federal Reserve will begin normalizing policy in late 2024, lagging other developed central banks in both the timing of the initial rate cut and the number of subsequent cuts. Furthermore, they believe an economic soft landing is still attainable, although both recessionary and inflationary risks remain elevated following unprecedented global supply and demand shocks. The fund's key strategies were focused on taking interest rate risk in more rate sensitive economies such as Australia and reducing it in economies that are less susceptible to higher yields (US) or where valuations are less compelling (Japan and China). The portfolio maintains an underweight to corporate credit, instead prefer exposure to senior securitized assets, specifically mortgage related assets in the US and Europe. They are positioned with a curve steepening bias and is short the long end of the curve across major developed markets due to fiscal pressures and lack of premia. And finally in currencies, they remain tactical positioned and maintain longs to a basket of select developed market, EM Asia, CEEEMEA and Latin American countries. The fund has outpaced its peers and benchmark, Bloomberg Gbl Agg Ex USD, over the 1-year period ended Q3'24. Fund flows have been stable in 2024.	H
JPMorgan High Yield R6	JPMorgan High Yield remains assigned an action of Hold. The firm and portfolio management team are stable and well-equipped to meet the fund's objective of a high level of current income by primarily investing in high yield debt securities. Secondarily, this fund pursues capital appreciation. The portfolio management team utilizes fundamental, quantitative, and technical inputs to underwrite every investment. In Q2'24, the fund benefitted from security selection in the cable satellite, wirelines and pharmaceuticals sectors aided performance. On balance, security selection in the retailers, media entertainment and transportation services sectors weighed on performance. The team's outlook at the end of the period was that high yield will likely generate carry-like returns until there is a shift in macro sentiment. Issuers continue to perform well, but this is reflected in valuations with spreads trading near their all-time tights. The default rate is expected to finish 2024 near 2%, well below its long term average. The team's view is that elevated starting yield and lower interest rate duration should position high yield for solid carry with lower volatility. The fund's performance was on par with the Credit Suisse HY index, however, lagged its benchmark, Bloomberg US HY 2% Issuer Cap index; and relative to its high yield peers was favorably above average over the 1-year period ended Q3'24. Asset inflows persisted in 2024.	H

Investment(s) - Due Diligence Update(s) - Scorecard

As of September 30, 2024

Fund Name	Comments	Action
MFS Total Return Bond R6	MFS Total Return Bond remains an action of Hold. The firm and portfolio management team are stable and well equipped to meet the funds investment objective of total return with an emphasis on current income but also considering capital appreciation. The Federal Reserve began its easing policy in Q3'24 by cutting rates by 50 bps. The fund has outperformed its benchmark in the 1-year trailing period ended Q3'24 and has performed consistent in all other annualized periods owing to its duration and credit quality stance. Asset flows remain steady in 2024.	H
Lord Abbett Short Duration Income R6	Lord Abbett Short Duration Income Bond remains assigned an action of Hold. The firm and management team are stable to meet the fund's objective of high level of income consistent with preservation of capital. The fund invests in various types of short duration debt (or fixed income) securities. It invests at least 65% of its net assets in investment grade debt securities including corporate debt securities of U.S. issuers; corporate debt securities of non-U.S. (including emerging market) issuers that are denominated in U.S. dollars; mortgage backed, mortgage-related, and other asset-backed securities; and securities issued or guaranteed by the U.S. government, its agencies and instrumentalities; and inflation-linked investments. The Federal Reserve began its easing policy in Q3'24 by cutting rates by 50 bps. The fund's performance relative to its benchmark, ICE BofA 1-3Y US Corp, in all annualized periods through Q3'24 has been challenged. Fund flows have been stable in 2024.	H

Investment(s) - Due Diligence Update(s) - Ultra Aggressive Portfolio

As of September 30, 2024

Fund Name	Comments	Action
Delaware Ivy Mid Cap Growth R6	Delaware Ivy Mid Cap Growth remains assigned an action of Hold. Effective on or about December 31, 2024, the name of the fund will be changed to Macquarie Mid Cap Growth Fund. There are no related changes to the strategy, process and/or product. Effective June 06, 2024 manager Nathan Brown departed from his role on the portfolio management team. However, longtime lead manager Kimberly Scott remains at the fore of the management team and, as such, we do not find the recent turnover to be of material concern. There are not expected to be any changes to the underlying philosophy or process of the strategy. The management team looks for fast-growing mid-cap firms they believe can become large-cap industry leaders. The fund aims to invest in common stocks the manager believes are high quality and/or offer above average growth potential. The portfolio is divided into three categories: high-quality durable growth (50% to 70%), riskier innovative companies (20% to 40%), and contrarian opportunities (20% to 40%). While not tethered to the fund's benchmark allocations, the management team stays benchmark-aware. Fund performance in the one year period ended Q3'24 struggled, lagging its Russell Mid Cap Growth benchmark due to overall negative effects from security selection. On balance, overall performance and risk adjusted returns have ranked favorably when compared to category average in the 10 year trailing period.	H
Franklin Small Cap Value R6	Franklin Small Cap Value remains assigned an action of Hold. We continue to find the portfolio management team to be stable and well-resourced to meet the investment objective. The investment seeks long term capital appreciation by selecting modestly leveraged companies within the capitalization range of the Russell 2000 index the managers deem undervalued. Fund performance in the one year period ended Q3'24 was mixed, ranking within the top half of its peer group but lagging its Russell 2000 Value benchmark due to mixed results from security selection. On balance, the overall performance and risk adjusted returns of the portfolio have been favorable relative to peers over the 10 year trailing period.	H
Delaware Ivy Small Cap Growth R6	Delaware Ivy Small Cap Growth remains assigned an action of Hold. The firm and portfolio management team remain stable and well-resourced to meet the fund's investment objective. In January of 2024, James P. Brown was added to the team. The management team divides the portfolio into four categories: aggressive growth (10%-20% of the portfolio); accelerating growth (20%-40%); consistent growth (20%-40%); and out-of-favor growth (10%-20%). Sector allocations are kept within 10% of the index and individual holdings are capped at 5%. Fund performance in the one year period ended Q3'24 struggled, lagging its Russell 2000 Growth benchmark due to unsuccessful security selection within the information technology and healthcare sectors. On balance, the strategy has performed well against its benchmark in the trailing 10 year annualized period while maintaining a risk profile in line with category peers.	H
Invesco Developing Markets R6	Invesco Developing Markets (formerly Invesco Oppenheimer Developing Markets) remains assigned an action of Hold. We find the firm and portfolio management team to be stable and well-resourced to meet the fund's investment objective. The strategy is growth-oriented, focused on structural growth themes with a bias towards giant-cap growth companies. Currently, the management team is focused on semi-conductors connected to AI adoption and India / China economic development. Q1 through Q3'24 performance was challenged relative to the fund's index, MSCI EM and peers. Over the past year ended Q2'24, the strategy was hurt by a lack of exposure to Indian firms that benefitted from infrastructure investment along with allocations to several Mexican firms that have been challenged since the election. A lack of exposure to value stocks, especially in China, hurt as well. On balance, the lack of exposure to the Middle East added value along with health care selection. We continue to monitor the fund's performance for improved results as well as fund flows for stability.	H

Investment(s) - Due Diligence Update(s) - Aggressive Portfolio

As of September 30, 2024

Fund Name	Comments	Action
Delaware Ivy Mid Cap Growth R6	Delaware Ivy Mid Cap Growth remains assigned an action of Hold. Effective on or about December 31, 2024, the name of the fund will be changed to Macquarie Mid Cap Growth Fund. There are no related changes to the strategy, process and/or product. Effective June 06, 2024 manager Nathan Brown departed from his role on the portfolio management team. However, longtime lead manager Kimberly Scott remains at the fore of the management team and, as such, we do not find the recent turnover to be of material concern. There are not expected to be any changes to the underlying philosophy or process of the strategy. The management team looks for fast-growing mid-cap firms they believe can become large-cap industry leaders. The fund aims to invest in common stocks the manager believes are high quality and/or offer above average growth potential. The portfolio is divided into three categories: high-quality durable growth (50% to 70%), riskier innovative companies (20% to 40%), and contrarian opportunities (20% to 40%). While not tethered to the fund's benchmark allocations, the management team stays benchmark-aware. Fund performance in the one year period ended Q3'24 struggled, lagging its Russell Mid Cap Growth benchmark due to overall negative effects from security selection. On balance, overall performance and risk adjusted returns have ranked favorably when compared to category average in the 10 year trailing period.	H
Franklin Small Cap Value R6	Franklin Small Cap Value remains assigned an action of Hold. We continue to find the portfolio management team to be stable and well-resourced to meet the investment objective. The investment seeks long term capital appreciation by selecting modestly leveraged companies within the capitalization range of the Russell 2000 index the managers deem undervalued. Fund performance in the one year period ended Q3'24 was mixed, ranking within the top half of its peer group but lagging its Russell 2000 Value benchmark due to mixed results from security selection. On balance, the overall performance and risk adjusted returns of the portfolio have been favorable relative to peers over the 10 year trailing period.	H
Delaware Ivy Small Cap Growth R6	Delaware Ivy Small Cap Growth remains assigned an action of Hold. The firm and portfolio management team remain stable and well-resourced to meet the fund's investment objective. In January of 2024, James P. Brown was added to the team. The management team divides the portfolio into four categories: aggressive growth (10%-20% of the portfolio); accelerating growth (20%-40%); consistent growth (20%-40%); and out-of-favor growth (10%-20%). Sector allocations are kept within 10% of the index and individual holdings are capped at 5%. Fund performance in the one year period ended Q3'24 struggled, lagging its Russell 2000 Growth benchmark due to unsuccessful security selection within the information technology and healthcare sectors. On balance, the strategy has performed well against its benchmark in the trailing 10 year annualized period while maintaining a risk profile in line with category peers.	H

Investment(s) - Due Diligence Update(s) - Balanced Portfolio

As of September 30, 2024

Fund Name	Comments	Action
JPMorgan Mid Cap Value R6	JPMorgan Mid Cap Value remains assigned an action of Hold. We find the firm and portfolio management team to be stable and well resourced to meet the mandate's objective. The portfolio consists of 102 holdings with 16.46% of assets in the ten largest holdings. Fund performance in the one year period ended Q3'24 was mixed, trailing the strategy's Russell Mid Cap Value benchmark but ranking in the top half of its peer group. Overall positive effects from security selection were dampened by weak selection in financials and industrials. Over the long term 10 year trailing period the portfolio has maintained a favorable risk profile and has beaten category average risk adjusted returns.	H
Pioneer Select Mid Cap Growth K	Pioneer Select Mid Cap Growth remains assigned an action of Hold. We continue to find the firm and portfolio management team to be stable and well resourced to meet the investment objective. The investment seeks capital appreciation by selecting stocks of companies the management team deems prospects for growth. Management divides growth prospects into four categories: emerging growth stock, relatively stable compounding growth stocks, core growth, and firms who benefit from structural changes. Performance in the one year period ended Q3'24 has been strong, outpacing its Russell Mid Cap Growth benchmark and ranking within the top quartile of its peer group. Strong security selection within health care and information technology has driven outperformance during the period.	H
JHancock Bond R6	JHancock Bond remains assigned an action of Hold. The firm and portfolio management team are stable and well-equipped to meet the fund's objective of generating a high level of current income consistent with prudent investment risk. The Federal Reserve began its easing policy in Q3'24 by cutting rates by 50 bps. The fund outperformed its peers and benchmark over the 1-year period ended Q3'24. Asset flows are steady in 2024.	H

Investment(s) - Due Diligence Update(s) - Moderate Portfolio

As of September 30, 2024

Fund Name	Comments	Action
Delaware Ivy Mid Cap Growth R6	Delaware Ivy Mid Cap Growth remains assigned an action of Hold. Effective on or about December 31, 2024, the name of the fund will be changed to Macquarie Mid Cap Growth Fund. There are no related changes to the strategy, process and/or product. Effective June 06, 2024 manager Nathan Brown departed from his role on the portfolio management team. However, longtime lead manager Kimberly Scott remains at the fore of the management team and, as such, we do not find the recent turnover to be of material concern. There are not expected to be any changes to the underlying philosophy or process of the strategy. The management team looks for fast-growing mid-cap firms they believe can become large-cap industry leaders. The fund aims to invest in common stocks the manager believes are high quality and/or offer above average growth potential. The portfolio is divided into three categories: high-quality durable growth (50% to 70%), riskier innovative companies (20% to 40%), and contrarian opportunities (20% to 40%). While not tethered to the fund's benchmark allocations, the management team stays benchmark-aware. Fund performance in the one year period ended Q3'24 struggled, lagging its Russell Mid Cap Growth benchmark due to overall negative effects from security selection. On balance, overall performance and risk adjusted returns have ranked favorably when compared to category average in the 10 year trailing period.	H
Franklin Small Cap Value R6	Franklin Small Cap Value remains assigned an action of Hold. We continue to find the portfolio management team to be stable and well-resourced to meet the investment objective. The investment seeks long term capital appreciation by selecting modestly leveraged companies within the capitalization range of the Russell 2000 index the managers deem undervalued. Fund performance in the one year period ended Q3'24 was mixed, ranking within the top half of its peer group but lagging its Russell 2000 Value benchmark due to mixed results from security selection. On balance, the overall performance and risk adjusted returns of the portfolio have been favorable relative to peers over the 10 year trailing period.	H
Delaware Ivy Small Cap Growth R6	Delaware Ivy Small Cap Growth remains assigned an action of Hold. The firm and portfolio management team remain stable and well-resourced to meet the fund's investment objective. In January of 2024, James P. Brown was added to the team. The management team divides the portfolio into four categories: aggressive growth (10%-20% of the portfolio); accelerating growth (20%-40%); consistent growth (20%-40%); and out-of-favor growth (10%-20%). Sector allocations are kept within 10% of the index and individual holdings are capped at 5%. Fund performance in the one year period ended Q3'24 struggled, lagging its Russell 2000 Growth benchmark due to unsuccessful security selection within the information technology and healthcare sectors. On balance, the strategy has performed well against its benchmark in the trailing 10 year annualized period while maintaining a risk profile in line with category peers.	H
JHancock Strategic Income Opps R6	JHancock Strategic Income Opps remains assigned an action of Hold. We continue to find the firm and portfolio management team to be stable and well-equipped to meet the fund's objective of maximizing total return consisting of current income and capital appreciation. By Q3'24 end, the fund had an effective duration was 4.17 years (shortened from 5.06 years at the end of Q1'24), and average credit quality remained BBB-rated. The Federal Reserve began its easing policy in Q3'24 by cutting rates by 50 bps. The fund has been challenged over the intermediate period relative to both the Bloomberg US Agg Bond and Bloomberg US Universal indices over most annualized time periods ended Q3'24. Asset inflows remain steady in 2024.	H

Investment(s) - Due Diligence Update(s) - Conservative Portfolio

As of September 30, 2024

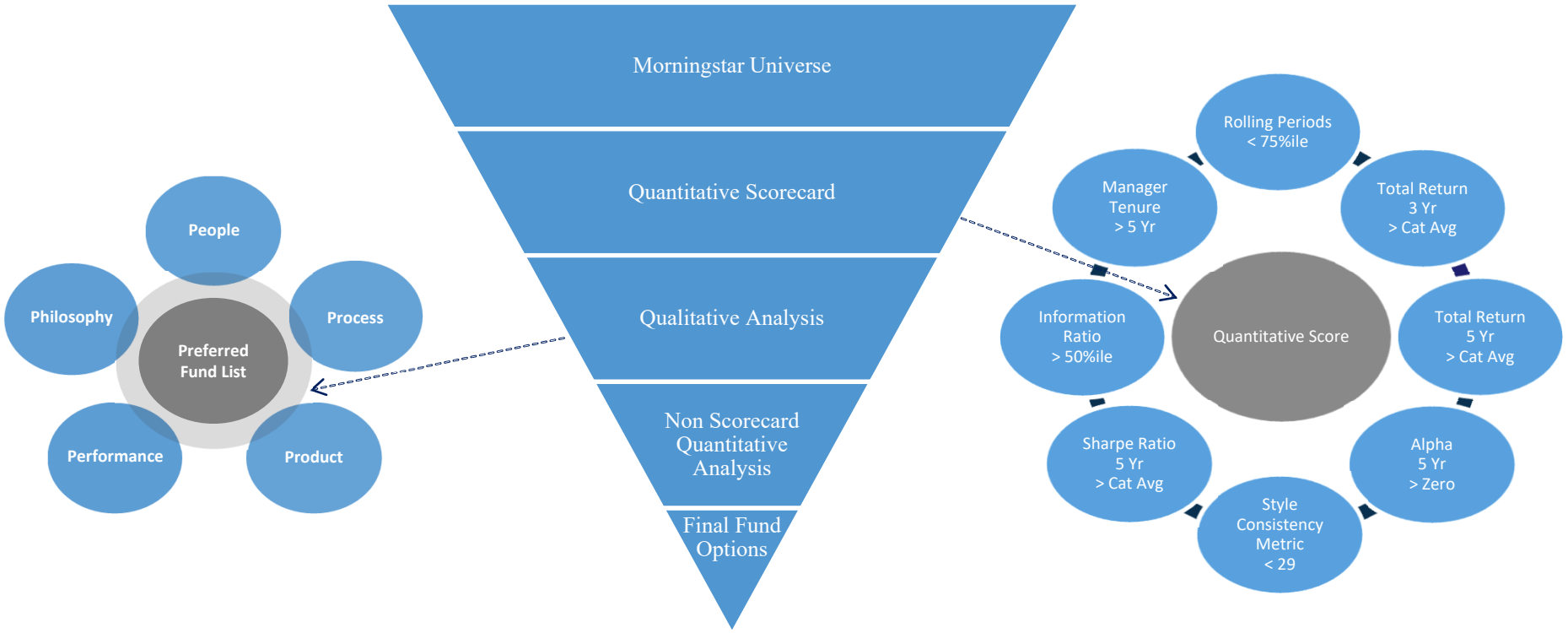
Fund Name	Comments	Action
Franklin US Government Secs R6	Franklin US Government Secs remains assigned an action of Hold. At the firm level, the acquisition by Franklin Resources of Putnam Investment Management, LLC, a wholly owned subsidiary of Putnam Holdings (and Advisor on this fund) and investment manager to the Putnam family of funds, and to become an indirect wholly owned subsidiary of Franklin Resources, was completed with the transaction close on January 2, 2024. And effective August 2, 2024, Franklin Distributors, LLC ("Franklin Distributors") is replacing Putnam Retail Management Limited Partnership ("Putnam Retail Management" or "PRM") as the fund's distributor and principal underwriter. We have no concerns with this subsequent firm level change at the time as there were no changes announced related to the fund's portfolio management team, process, benchmark or product design. However, effective September 30, 2024, two legacy Putnam investors were added to the team: Michael Salm, former Fixed Income CIO and Jatin Misra, former Co-Head of Securitized. Paul Varunok of Franklin Templeton will remain lead manager. We deem this team integration to be reasonable and have no material concerns at this time. The fund's investment goal of income remains. The fund has invested substantially in Government National Mortgage Association obligations, or Ginnie Maes (GNMAs). These securities carry a guarantee backed by the full faith and credit of the US government as to timely payment of principal and interest. The Federal Reserve began its easing policy in Q3'24 by cutting rates by 50 bps. In the 1-year trailing period ended Q3'24 the fund outperformed its benchmark. Fund flows have been positive in 2024.	H
PIMCO Short-Term Instl	PIMCO Short-Term remains assigned an action of Hold. We find the firm and portfolio management team to be stable and well-equipped to meet the fund's objective of maximizing current income while being consistent with preservation of capital and daily liquidity. Normally, the fund invests at least 65% of its total assets in a diversified portfolio of fixed income instrument with varying maturities. Coming into Q3'24, the portfolio was positioned with an underweight duration on the basis to limit headline interest rate risk as market expectations on the timing of potential Federal Reserve rate cuts continue to shift and absolute yields at the front-end remained attractive. Corporate bond exposure was conservatively positioned in favor of resilient sectors with attractive levels of yield and opportunities in commercial paper. Within high quality spread sectors, they emphasized opportunities within securitized credit, as a diversifier to investment grade corporate bonds. And finally, hedged to select non-US dollar positions back to USD to capture additional, diversifying yield. Active currency positions remained minimal. The Federal Reserve began its easing policy in Q3'24 by cutting rates by 50 bps. The fund outpaced its benchmark and peers, over all long-term trailing-year periods ended Q3'24 but has lagged in the 1-year trailing period. Fund inflows remain steady in 2024.	H

Investment(s) - Due Diligence Update(s) - Fixed Income Portfolio

As of September 30, 2024

Fund Name	Comments	Action
Pioneer Strategic Income K	Pioneer Strategic Income remains assigned an action of Hold. We find the firm and portfolio management team to be stable and well-resourced to meet the fund's investment objective of creating a high level of current income. Coming into Q3'24, the team maintained its slightly longer duration stance compared to the fund's benchmark, Bloomberg US Universal index, focusing on short to intermediate maturities, and selectively managing exposure to investment-grade and high yield corporates. They are more optimistic about the wider spreads available on Agency MBS, and are focused on credit exposure from well-collateralized residential securitized and asset-backed markets. The Federal Reserve began its easing policy in Q3'24 by cutting rates by 50 bps. The fund has outperformed its benchmark in all annualized period ended Q3'24. Asset inflows remain steady in 2024.	H
PIMCO Short-Term Instl	PIMCO Short-Term remains assigned an action of Hold. We find the firm and portfolio management team to be stable and well-equipped to meet the fund's objective of maximizing current income while being consistent with preservation of capital and daily liquidity. Normally, the fund invests at least 65% of its total assets in a diversified portfolio of fixed income instrument with varying maturities. Coming into Q3'24, the portfolio was positioned with an underweight duration on the basis to limit headline interest rate risk as market expectations on the timing of potential Federal Reserve rate cuts continue to shift and absolute yields at the front-end remained attractive. Corporate bond exposure was conservatively positioned in favor of resilient sectors with attractive levels of yield and opportunities in commercial paper. Within high quality spread sectors, they emphasized opportunities within securitized credit, as a diversifier to investment grade corporate bonds. And finally, hedged to select non-US dollar positions back to USD to capture additional, diversifying yield. Active currency positions remained minimal. The Federal Reserve began its easing policy in Q3'24 by cutting rates by 50 bps. The fund outpaced its benchmark and peers, over all long-term trailing-year periods ended Q3'24 but has lagged in the 1-year trailing period. Fund inflows remain steady in 2024.	H
Invesco Senior Floating Rate R6	Invesco Senior Floating Rate (formerly Invesco Oppenheimer Senior Floating Rate) remains assigned an action of Hold. We continue to find the firm and portfolio manager to be stable and well-resourced to meet the fund's investment objective of creating a high level of current income. The team's core investment philosophy and process has remained unchanged and is grounded in a fundamental bottom-up risk assessment of each issuer/issue in which it invests coupled with top-down macro risk positioning tied to broader economic trends. In Q2'24, the fund's outperformance relative to its benchmark, JPM Leveraged Loan index, was primarily driven by individual credit selection and risk positioning; sector rotation and non-loan holdings having nearly neutral effects on relative performance. Selection among consumer products, services and chemical sectors had the largest positive effect on relative return, while selection in the health care, cable and satellite, and technology industries detracted the most from relative returns for the period. Coming into Q3'24, the team's view was that there was a high probability of Federal Reserve rate cuts in 2024. They believe that loan coupon income in 2024 will benefit from a slower, shallower easing cycle coinciding with solid economic growth, earnings fundamentals and tailwind off a persistent shortage of new issue loan supply. The fund has lagged its peers in the 1-year trailing period ended Q3'24 primarily due to its credit quality stance. Asset inflows remained steady in 2024.	H

USIA Due Diligence Process



Scorecard Methodology

USIA's proprietary scorecard provides quantitative analysis considerations for short-, intermediate- and long-term time periods of absolute and relative risk/performance considerations as well as manager experience. USIA Research applies additional qualitative factor considerations based on their holistic due diligence process which focuses on people (firm/investment level); philosophy, process and product. Examples of these considerations are: enterprise and operational considerations; ownership structure; investment personnel stability and experience; risk management, compensation structure; relationship management; investment process adoption by the team and consistent with team culture; investment process transparency and consistency throughout portfolio construction process from selection to sale; and product economic, compliance, and operational considerations (i.e. size, availability, investment strategy type, etc.). Fund(s) may be added or removed from the asset class screen based on additional non-scorecard quantitative and qualitative analysis (i.e., attribution, style drift, qualifying separate account investment strategy, etc.). Score shown is based on the investment's share class and inclusive of expenses. USIA scorecard and subsequent commentary is determined by oldest share class score. **Data source for quantitative scorecard analysis is Morningstar Direct.*

USIA Scorecard Methodology*		
Metrics	**Metrics description**	**Metrics Point Values**
Rolling Periods <75%ile	Measures the four preceding quarter end period's 1 yr trailing returns.	20
Total Return - 3 Yr > Category Average	Net of fee relative performance results for 3 year period versus category average.	15
Total Return - 5 Yr > Category Average	Net of fee relative performance results for 5 year period versus category average.	20
Alpha - 5 Yr > 0	Measures the active return relative to the return of the investment's benchmark.	10
Style Consistency Metric < 29	Style Consistency Metric measures the extent of historical portfolio/strategy movement in both the value-growth and size dimensions for equity, target-date and allocation investments. Style consistency metric excludes fixed income investments due to limited data from source, as such qualitative analysis supplements the metric point value.	10
Sharpe Ratio - 5 Yr > Category Average	A risk-adjusted measure of an investment's performance calculated by using standard deviation and active return relative to a risk free benchmark to determine reward per unit of risk versus category average.	10
Information Ratio - 5 Yr > 50%ile	A risk-adjusted measure of an investment's performance that compares the fund's active returns and tracking error relative to its benchmark.	10
Manager Tenure >5 Yr	The number of years that the current manager(s) has been the portfolio manager(s) for the investment product.	5

Overall Quantitative Score
Equity (including target date/allocation) strategies equal to or greater than 50
Fixed income strategies equal to or greater than 45

Asset Allocation & Performance

As of September 30, 2024

This document must be accompanied by the two page "Consolidated Analysis Disclosures" document: otherwise, this illustration is incomplete and should not be relied upon.

	Ticker	Performance (%)								Expense Ratio Gross	Expense Ratio Net
		1 Quarter	Year To Date	1 Year	3 Years	5 Years	10 Years	Since Inception	Inception Date		
Putnam Large Cap Value R6	PEQSX	6.83 (73)	22.03 (4)	33.60 (6)	13.81 (2)	15.13 (3)	11.91 (2)	10.75 (59)	07/01/1977	0.55	0.55
Russell 1000 Value Index		9.43	16.68	27.76	9.03	10.69	9.23	-		-	-
Large Value Median		8.05	15.92	27.06	9.66	11.12	9.23	10.91		0.95	0.84
Touchstone Large Cap Focused R6	TSRLX	6.15 (33)	18.41 (71)	30.40 (78)	9.45 (71)	15.92 (20)	13.22 (13)	10.94 (64)	02/01/1934	1.20	0.67
S&P 500 Index		5.89	22.08	36.35	11.91	15.98	13.38	11.13		-	-
Large Blend Median		5.79	20.58	34.79	10.73	14.87	12.11	11.22		0.84	0.75
Vanguard Institutional Index I	VINIX	5.88 (42)	22.04 (25)	36.30 (26)	11.87 (22)	15.95 (19)	13.35 (8)	10.71 (17)	08/01/1990	0.04	0.04
S&P 500 Index		5.89	22.08	36.35	11.91	15.98	13.38	10.70		-	-
Large Blend Median		5.79	20.58	34.79	10.73	14.87	12.11	10.22		0.84	0.75
Vanguard Total Stock Mkt Idx Adm	VTSAX	6.17 (32)	20.58 (50)	35.24 (45)	10.10 (62)	15.18 (42)	12.77 (31)	10.49 (21)	05/01/1992	0.04	0.04
CRSP U.S. Total Market TR Index		6.18	20.60	35.23	10.11	15.19	12.79	-		-	-
Large Blend Median		5.79	20.58	34.79	10.73	14.87	12.11	10.02		0.84	0.75
JPMorgan Large Cap Growth R6	JLGMX	2.43 (65)	27.39 (14)	44.56 (16)	11.64 (9)	21.25 (3)	17.81 (3)	11.24 (21)	03/01/1992	0.52	0.44
Russell 1000 Growth Index		3.19	24.55	42.19	12.02	19.74	16.52	10.78		-	-
Large Growth Median		3.20	22.81	40.20	8.24	16.48	14.15	10.19		0.97	0.89
JHancock Disciplined Value Mid Cap R6	JVMRX	7.88 (80)	12.61 (54)	25.82 (53)	9.63 (29)	11.86 (28)	10.46 (7)	10.16 (21)	07/01/1997	0.76	0.75
Russell Midcap Value Index		10.08	15.08	29.01	7.39	10.33	8.93	9.76		-	-
Mid-Cap Value Median		9.09	12.87	26.05	8.70	10.52	8.75	9.08		1.02	0.94
Vanguard Mid Cap Index Admiral	VIMAX	9.36 (20)	14.72 (34)	28.79 (29)	5.31 (67)	11.22 (46)	10.21 (18)	10.17 (10)	06/01/1998	0.05	0.05
CRSP U.S. Mid Cap TR Index		9.37	14.73	28.81	5.32	11.23	10.23	-		-	-
Mid-Cap Blend Median		8.03	13.33	26.81	6.59	11.09	9.42	8.87		0.99	0.87
AB Discovery Growth Z	CHCZX	8.55 (20)	16.49 (23)	30.70 (21)	-2.93 (75)	10.70 (44)	10.60 (45)	10.40 (50)	08/01/1938	0.67	0.66
Russell Midcap Growth Index		6.54	12.91	29.33	2.32	11.48	11.30	-		-	-
Mid-Cap Growth Median		6.00	12.17	26.06	-0.19	10.46	10.42	10.40		1.12	1.01
Delaware Small Cap Value R6	DVZRX	8.10 (51)	11.71 (17)	24.79 (37)	5.74 (54)	9.30 (70)	8.16 (52)	10.66 (16)	07/01/1987	0.71	0.71
Russell 2000 Value Index		10.15	9.22	25.88	3.77	9.29	8.22	9.67		-	-
Small Value Median		8.12	9.10	23.32	5.93	10.37	8.21	10.10		1.23	1.09

The actual net expense ratio is the current expenses being assessed by the fund and indicates that the fund's investment manager with respect to the investment selection has agreed to waive a portion of their management fee and/or provide reimbursements that reduce the Gross Expense Ratio. The waiver and/or reimbursements may be voluntary or contractual and there is no guarantee that they will remain in effect. For important details regarding the fund's expense waiver/reimbursement arrangements, please see the fund prospectus. Please refer to the individual investment information pages that follow for specific investment characteristics and comparative information.

Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)								Expense Ratio Gross	Expense Ratio Net
		1 Quarter	Year To Date	1 Year	3 Years	5 Years	10 Years	Since Inception	Inception Date		
Vanguard Small Cap Index Adm	VSMAX	9.02 (45)	12.37 (31)	27.43 (24)	4.36 (43)	10.66 (35)	9.64 (23)	10.77 (46)	01/01/1974	0.05	0.05
CRSP U.S. Small Cap TR Index		9.02	12.35	27.41	4.31	10.61	9.60	-		-	-
Small Blend Median		8.86	10.87	25.44	3.90	9.94	8.82	10.77		1.13	1.00
PGIM Jennison Small Company R6	PJSQX	8.48 (28)	11.90 (60)	26.26 (50)	2.67 (18)	13.16 (9)	10.14 (40)	10.51 (18)	12/01/1980	0.69	0.69
Russell 2000 Growth Index		8.41	13.22	27.66	-0.35	8.82	8.95	7.77		-	-
Small Growth Median		7.63	12.86	26.21	-0.78	9.50	9.58	9.87		1.26	1.12
Dodge & Cox International Stock X	DOXFX	9.99 (15)	13.53 (35)	21.27 (64)	8.20 (32)	9.17 (30)	4.82 (45)	7.26 (1)	06/01/2001	0.57	0.52
MSCI EAFE Value		8.98	14.52	24.00	9.70	8.97	5.21	5.74		-	-
Foreign Large Value Median		7.89	12.63	22.12	7.05	7.97	4.70	5.17		1.11	0.94
Vanguard Total Intl Stock Index Admiral	VTIAX	8.03 (28)	13.56 (37)	24.88 (42)	4.01 (56)	7.74 (52)	5.42 (49)	5.11 (63)	05/01/1996	0.12	0.12
FTSE Global ex USA All Cap Index		8.47	14.38	25.61	4.42	8.28	5.85	-		-	-
Foreign Large Blend Median		7.12	12.96	24.46	4.25	7.78	5.40	5.34		1.06	0.90
BNY Mellon International Stock Fund Y	DISYX	4.46 (81)	9.88 (82)	25.35 (59)	2.14 (38)	7.92 (41)	7.40 (24)	5.75 (17)	01/01/2007	0.89	0.89
MSCI EAFE Growth Index		5.72	12.57	26.93	2.25	8.08	6.99	5.08		-	-
Foreign Large Growth Median		6.14	12.70	26.16	-0.01	7.47	6.26	4.58		1.13	0.98
Invesco International Small-Mid Com R6	OSCIX	11.89 (6)	7.11 (77)	22.22 (60)	-4.67 (62)	5.26 (57)	8.14 (2)	11.19 (3)	12/01/1997	0.99	0.99
MSCI EAFE Smid Cap Growth Index		10.30	10.85	24.52	-2.45	5.80	6.08	5.70		-	-
Foreign Small/Mid Growth Median		8.14	9.61	22.98	-3.51	5.45	5.66	8.43		1.48	1.24
American Funds New Perspective R6	RNPGX	5.86 (21)	18.18 (42)	31.71 (51)	5.46 (31)	13.85 (16)	11.77 (12)	12.34 (4)	04/01/1973	0.42	0.42
MSCI World Growth		3.51	21.48	37.76	8.59	16.18	13.02	-		-	-
Global Large-Stock Growth Median		4.61	17.60	31.71	4.21	12.43	10.27	11.53		1.14	0.97
Goldman Sachs Emerging Markets Eq R6	GEMUX	8.38 (21)	17.19 (20)	24.59 (36)	-5.31 (86)	4.52 (62)	4.75 (26)	6.12 (44)	01/01/1998	1.11	1.02
MSCI Emerging Markets Index		8.88	17.24	26.54	0.82	6.15	4.41	6.81		-	-
Diversified Emerging Mkts Median		6.38	14.15	23.46	-0.87	5.27	3.57	5.94		1.46	1.15
Cohen & Steers Realty Shares Z	CSJZX	16.05 (44)	16.25 (15)	36.15 (9)	4.54 (10)	6.48 (10)	9.01 (5)	11.18 (1)	08/01/1991	0.84	0.80
FTSE NAREIT All Equity REITs		16.79	14.23	34.77	3.51	5.09	8.04	10.30		-	-
Real Estate Median		15.92	13.86	32.86	2.97	4.93	7.30	10.30		1.11	1.00

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)								Expense Ratio Gross	Expense Ratio Net
		1 Quarter	Year To Date	1 Year	3 Years	5 Years	10 Years	Since Inception	Inception Date		
Vanguard Health Care Adm	VGHAX	3.65 (84)	12.26 (61)	19.74 (72)	7.12 (14)	12.03 (29)	9.58 (48)	15.46 (1)	06/01/1984	0.30	0.30
S&P Composite 1500 Healthcare Index		6.08	14.01	21.46	7.44	12.91	11.15	-		-	-
Health Median		5.76	13.35	22.60	2.80	11.15	9.47	12.27		0.98	0.85
Delaware Ivy Science and Technology R6	ISTNX	2.61 (32)	29.26 (9)	53.68 (8)	9.56 (33)	17.63 (53)	14.25 (75)	13.68 (12)	08/01/1997	0.84	0.84
S&P North American Technology Sector		1.86	28.47	50.52	13.42	22.37	20.56	11.18		-	-
Technology Median		1.36	19.71	40.97	7.53	18.26	17.39	11.27		0.91	0.86
T. Rowe Price Retirement 2010 I	TRPUX	4.90 (52)	10.31 (1)	18.89 (3)	3.01 (20)	6.23 (2)	5.71 (1)	7.10 (1)	10/01/2002	0.34	0.34
S&P Target Date 2010 Index		5.20	9.03	17.12	3.10	5.31	5.06	-		-	-
Target-Date 2000-2010 Median		4.92	8.61	16.41	2.46	5.15	5.00	6.56		0.66	0.53
T. Rowe Price Retirement 2015 I	TRUBX	4.97 (82)	10.65 (2)	19.39 (4)	3.23 (14)	6.68 (1)	6.18 (1)	6.47 (1)	03/01/2004	0.35	0.35
S&P Target Date 2015 Index		5.26	9.39	17.79	3.32	5.75	5.51	-		-	-
Target-Date 2015 Median		5.24	9.13	17.69	2.52	5.48	5.39	5.54		0.86	0.57
T. Rowe Price Retirement 2020 I	TRDBX	5.11 (86)	11.02 (7)	20.10 (21)	3.44 (13)	7.20 (1)	6.74 (1)	8.11 (1)	10/01/2002	0.37	0.37
S&P Target Date 2020 Index		5.43	10.19	19.05	3.73	6.15	5.93	-		-	-
Target-Date 2020 Median		5.46	10.04	19.10	2.73	5.99	5.70	6.91		0.90	0.65
T. Rowe Price Retirement 2025 I	TREHX	5.15 (82)	11.64 (9)	21.22 (23)	3.68 (18)	7.93 (1)	7.33 (1)	7.30 (1)	03/01/2004	0.38	0.38
S&P Target Date 2025 Index		5.59	10.65	19.81	4.09	7.01	6.55	-		-	-
Target-Date 2025 Median		5.61	10.67	20.35	3.08	6.60	6.11	6.33		0.86	0.61
T. Rowe Price Retirement 2030 I	TRFHX	5.50 (76)	12.95 (8)	23.44 (16)	4.22 (27)	8.82 (3)	7.99 (2)	9.05 (1)	10/01/2002	0.40	0.40
S&P Target Date 2030 Index		5.97	12.07	22.17	4.95	8.10	7.28	-		-	-
Target-Date 2030 Median		5.81	12.03	22.66	3.80	7.59	6.93	7.38		0.89	0.66
T. Rowe Price Retirement 2035 I	TRFJX	5.81 (72)	14.43 (11)	25.86 (21)	4.91 (41)	9.78 (11)	8.60 (9)	8.06 (1)	03/01/2004	0.42	0.42
S&P Target Date 2035 Index		6.25	13.57	24.56	5.81	9.25	8.03	-		-	-
Target-Date 2035 Median		6.02	13.60	25.07	4.75	8.85	7.71	7.25		0.90	0.64
T. Rowe Price Retirement 2040 I	TRHDX	5.93 (71)	15.63 (23)	27.63 (34)	5.45 (61)	10.57 (19)	9.10 (12)	9.66 (1)	10/01/2002	0.43	0.43
S&P Target Date 2040 Index		6.49	14.91	26.62	6.63	10.17	8.61	-		-	-
Target-Date 2040 Median		6.15	15.01	27.20	5.64	9.87	8.26	8.29		0.95	0.70

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Asset Allocation & Performance

As of September 30, 2024

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		1 Quarter	Year To Date	1 Year	3 Years	5 Years	10 Years	Since Inception	Inception Date		
T. Rowe Price Retirement 2045 I	TRIKX	6.03 (70)	16.52 (21)	28.82 (44)	5.94 (65)	11.17 (17)	9.44 (10)	8.62 (1)	06/01/2005	0.44	0.44
S&P Target Date 2045 Index		6.69	15.76	27.95	7.17	10.75	8.97	7.80		-	-
Target-Date 2045 Median		6.29	16.00	28.65	6.23	10.53	8.66	7.35		0.93	0.65
T. Rowe Price Retirement 2050 I	TRJLX	6.02 (71)	16.69 (31)	29.13 (50)	6.09 (63)	11.27 (20)	9.49 (12)	7.97 (1)	01/01/2007	0.45	0.45
S&P Target Date 2050 Index		6.74	16.25	28.68	7.45	11.06	9.18	7.28		-	-
Target-Date 2050 Median		6.28	16.33	29.12	6.40	10.74	8.81	6.85		0.99	0.70
T. Rowe Price Retirement 2055 I	TRJMX	6.10 (65)	16.87 (26)	29.28 (50)	6.10 (64)	11.25 (28)	9.47 (14)	7.95 (1)	01/01/2007	0.46	0.46
S&P Target Date 2055 Index		6.82	16.35	28.82	7.50	11.14	9.26	-		-	-
Target-Date 2055 Median		6.28	16.40	29.27	6.44	10.85	8.86	7.80		1.01	0.65
T. Rowe Price Retirement 2060 I	TRLNX	6.08 (65)	16.86 (29)	29.34 (48)	6.10 (62)	11.27 (30)	9.48 (24)	9.04 (7)	07/01/2014	0.46	0.46
S&P Target Date 2060 Index		6.87	16.42	28.90	7.53	11.18	9.32	8.82		-	-
Target-Date 2060 Median		6.29	16.39	29.26	6.39	10.85	9.16	8.54		1.04	0.65
T. Rowe Price Retirement 2065 I	TRMOX	6.02 (74)	16.74 (33)	29.15 (53)	6.13 (61)	-	-	12.47 (30)	11/01/2020	0.46	0.46
S&P Target Date 2065+ Index		6.85	16.69	29.29	7.69	11.29	-	13.08		-	-
Target-Date 2065+ Median		6.20	16.46	29.27	6.45	11.16	-	12.12		1.05	0.60
Vanguard LifeStrategy Income Inv	VASIX	5.30 (35)	6.85 (79)	14.87 (57)	0.59 (74)	2.59 (78)	3.57 (49)	5.62 (47)	10/01/1994	0.11	0.11
Dow Jones U.S. Conservative Index		3.78	6.10	12.09	0.40	2.45	3.23	5.42		-	-
Conservative Allocation Median		5.10	7.45	15.03	1.22	3.37	3.56	5.59		1.02	0.90
Vanguard LifeStrategy Cnsrv Gr Inv	VSCGX	5.74 (38)	9.58 (49)	18.82 (41)	2.39 (58)	5.06 (54)	5.24 (30)	6.57 (52)	10/01/1994	0.12	0.12
Dow Jones U.S. Moderately Conservative Index		5.52	8.76	17.68	2.37	5.35	5.59	6.93		-	-
Moderately Conservative Allocation Median		5.46	9.57	18.44	2.53	5.16	4.82	6.61		0.97	0.87
Vanguard LifeStrategy Growth Inv	VASGX	6.50 (24)	14.97 (34)	26.88 (34)	5.87 (41)	9.82 (30)	8.37 (24)	8.27 (61)	10/01/1994	0.14	0.14
Dow Jones U.S. Moderately Aggressive Index		6.41	13.53	25.31	6.01	10.64	9.55	9.49		-	-
Moderately Aggressive Allocation Median		6.00	14.20	25.64	5.54	9.18	7.63	8.48		1.03	0.97
PIMCO International Bond (USD-Hdg) Instl	PFORX	3.12 (85)	4.52 (31)	10.77 (64)	0.93 (5)	1.37 (15)	3.15 (3)	6.24 (1)	01/01/1993	0.75	0.75
Blmbg. Global Aggregate Index		6.98	3.60	11.99	-3.06	-0.83	0.57	4.10		-	-
Global Bond-USD Hedged Median		4.22	4.18	11.05	-0.64	0.49	2.05	5.01		0.80	0.68

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	Ticker	Performance (%)								Expense Ratio Gross	Expense Ratio Net
		1 Quarter	Year To Date	1 Year	3 Years	5 Years	10 Years	Since Inception	Inception Date		
JPMorgan High Yield R6	JHYUX	5.60 (5)	8.45 (15)	15.42 (22)	3.10 (35)	4.26 (37)	4.39 (40)	6.10 (18)	12/01/1998	0.60	0.50
Credit Suisse High Yield Index		4.74	7.61	14.92	3.22	4.53	4.83	6.46		-	-
High Yield Bond Median		4.51	7.31	14.33	2.74	4.04	4.23	5.60		1.00	0.82
Vanguard Total Bond Market Index Adm	VBTLX	5.06 (64)	4.41 (73)	11.40 (71)	-1.43 (44)	0.31 (59)	1.82 (46)	5.20 (38)	01/01/1987	0.05	0.05
Blmbg. U.S. Aggregate Float Adjusted		5.13	4.45	11.47	-1.38	0.36	1.87	-		-	-
Intermediate Core Bond Median		5.13	4.65	11.72	-1.50	0.39	1.78	5.15		0.66	0.55
MFS Total Return Bond R6	MRBKX	5.39 (29)	5.42 (41)	12.90 (35)	-0.80 (22)	1.15 (28)	2.33 (29)	4.46 (20)	02/01/1999	0.43	0.36
Blmbg. U.S. Universal Index		5.20	4.91	12.08	-1.05	0.70	2.15	4.19		-	-
Intermediate Core-Plus Bond Median		5.22	5.22	12.59	-1.42	0.72	2.02	4.08		0.78	0.66
Lord Abbett Short Duration Income R6	LDLVX	2.90 (74)	5.07 (41)	8.07 (60)	1.87 (32)	2.25 (29)	2.49 (11)	3.89 (19)	12/01/1993	0.31	0.31
Bloomberg U.S. Gov/Credit 1-3 Year Index		2.96	4.38	7.19	1.50	1.70	1.65	3.41		-	-
Short-Term Bond Median		3.06	4.95	8.26	1.52	1.92	1.88	3.41		0.71	0.60
Transamerica Guaranteed Investment Option		0.95 (12)	2.89 (12)	3.81 (12)	-	-	-	3.78 (12)	08/01/2023	-	-
Bloomberg U.S. Government 1-3 Year Index		2.89	4.13	6.78	1.28	1.49	1.42	6.10		-	-
IM U.S. GIC/Stable Value (SA+CF) Median		0.66	2.03	2.71	2.13	2.02	1.87	2.70		-	-
Ultra Aggressive Portfolio		6.27	15.73	28.20	6.34	12.68	10.82	10.01	08/01/2008	-	-
Blended Benchmark		7.00	17.03	31.44	6.75	12.29	10.60	9.70		-	-
Aggressive Portfolio		5.28	11.45	21.14	4.67	9.43	8.43	-	11/01/2001	-	-
Blended Benchmark		6.22	12.84	24.31	4.94	9.43	8.14	-		-	-
Balanced Portfolio		4.95	9.83	18.49	2.88	7.01	6.62	-	12/01/2007	-	-
Blended Benchmark		6.24	10.53	20.36	3.54	6.93	6.29	-		-	-
Moderate Portfolio		3.79	8.47	14.35	4.59	6.97	5.86	-	06/01/2007	-	-
Blended Benchmark		4.95	9.00	16.48	3.70	5.94	5.23	-		-	-
Conservative Portfolio		2.29	5.74	8.96	3.88	4.71	4.29	-	08/01/1997	-	-
Blended Benchmark		3.73	6.66	11.32	2.81	3.74	3.19	-		-	-
Fixed Income Portfolio		1.54	3.58	5.26	2.50	2.36	2.18	-	09/01/1999	-	-
Blended Benchmark		3.08	4.33	7.46	1.31	1.64	1.67	-		-	-

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	Ticker	Performance (%)								Expense Ratio Gross	Expense Ratio Net
		1 Quarter	Year To Date	1 Year	3 Years	5 Years	10 Years	Since Inception	Inception Date		
Ultra Aggressive Portfolio		**6.27**	**15.73**	**28.20**	**6.34**	**12.68**	**10.82**	**10.01**	**08/01/2008**	**-**	**-**
Blended Benchmark		7.00	17.03	31.44	6.75	12.29	10.60	9.70		-	-
BNY Mellon Dynamic Value Fund Y	DRGYX	9.05 (31)	17.80 (26)	26.92 (52)	14.44 (1)	15.61 (2)	11.71 (4)	11.54 (1)	10/01/1995	0.64	0.64
Russell 1000 Value Index		9.43	16.68	27.76	9.03	10.69	9.23	9.27		-	-
Large Value Median		8.05	15.92	27.06	9.66	11.12	9.23	8.77		0.95	0.84
Goldman Sachs Large Cap Gr Insghts R6	GLCUX	3.78 (40)	27.89 (11)	44.91 (14)	10.73 (18)	18.33 (22)	14.96 (31)	8.88 (69)	06/01/1997	0.59	0.55
Russell 1000 Growth Index		3.19	24.55	42.19	12.02	19.74	16.52	9.77		-	-
Large Growth Median		3.20	22.81	40.20	8.24	16.48	14.15	9.57		0.97	0.89
Columbia Select Mid Cap Value Instl 3	CMVYX	9.61 (32)	17.01 (8)	31.99 (9)	10.10 (20)	12.23 (22)	9.38 (26)	9.82 (25)	12/01/2001	0.77	0.77
Russell Midcap Value Index		10.08	15.08	29.01	7.39	10.33	8.93	9.97		-	-
Mid-Cap Value Median		9.09	12.87	26.05	8.70	10.52	8.75	8.91		1.02	0.94
Delaware Ivy Mid Cap Growth R6	IGRFX	5.76 (56)	6.76 (86)	22.01 (76)	-2.11 (69)	11.05 (33)	11.43 (22)	8.80 (25)	07/01/2000	0.86	0.68
Russell Midcap Growth Index		6.54	12.91	29.33	2.32	11.48	11.30	6.94		-	-
Mid-Cap Growth Median		6.00	12.17	26.06	-0.19	10.46	10.42	6.93		1.12	1.01
Franklin Small Cap Value R6	FRCSX	9.51 (23)	11.28 (21)	24.89 (34)	6.26 (41)	10.42 (49)	9.18 (23)	9.39 (66)	04/01/1996	0.62	0.60
Russell 2000 Value Index		10.15	9.22	25.88	3.77	9.29	8.22	9.19		-	-
Small Value Median		8.12	9.10	23.32	5.93	10.37	8.21	9.64		1.23	1.09
Delaware Ivy Small Cap Growth R6	IRGFX	4.81 (89)	13.87 (39)	22.08 (77)	-2.79 (63)	8.26 (73)	9.62 (49)	11.30 (16)	10/01/1992	0.91	0.76
Russell 2000 Growth Index		8.41	13.22	27.66	-0.35	8.82	8.95	8.21		-	-
Small Growth Median		7.63	12.86	26.21	-0.78	9.50	9.58	9.96		1.26	1.12
Columbia Overseas Value Inst3	COSYX	8.52 (34)	11.85 (65)	20.63 (73)	7.10 (50)	8.51 (39)	6.25 (8)	4.09 (26)	04/01/2008	0.84	0.78
MSCI EAFE Value		8.98	14.52	24.00	9.70	8.97	5.21	3.88		-	-
Foreign Large Value Median		7.89	12.63	22.12	7.05	7.97	4.70	3.52		1.11	0.94
ClearBridge International Growth IS	LMGPX	8.01 (24)	15.96 (17)	28.74 (33)	2.73 (31)	8.18 (37)	7.75 (21)	7.17 (29)	05/01/1995	0.71	0.71
MSCI EAFE Growth Index		5.72	12.57	26.93	2.25	8.08	6.99	5.17		-	-
Foreign Large Growth Median		6.14	12.70	26.16	-0.01	7.47	6.26	6.63		1.13	0.98

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	Ticker	Performance (%)								Expense Ratio Gross	Expense Ratio Net
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Voya Multi-Manager International Sm Cp I	NAPIX	8.44 (61)	13.40 (21)	24.68 (28)	2.48 (23)	9.62 (5)	6.88 (12)	9.05 (1)	09/01/1994	1.33	1.20
MSCI EAFE Smid Cap		10.36	11.73	23.91	1.12	6.75	6.30	5.71		-	-
Foreign Small/Mid Blend Median		8.70	11.78	23.67	1.60	7.44	5.79	8.79		1.32	1.11
Invesco Developing Markets R6	ODVIX	4.36 (75)	7.29 (93)	14.84 (93)	-4.80 (81)	1.91 (92)	2.37 (80)	9.72 (1)	12/01/1996	0.88	0.88
MSCI Emerging Markets Index		8.88	17.24	26.54	0.82	6.15	4.41	6.08		-	-
Diversified Emerging Mkts Median		6.38	14.15	23.46	-0.87	5.27	3.57	5.45		1.46	1.15
Columbia Seligman Tech & Info Inst3	CCOYX	1.08 (57)	17.74 (60)	34.96 (67)	11.16 (20)	22.49 (22)	19.92 (26)	14.79 (28)	07/01/1983	0.85	0.85
S&P North American Technology Sector		1.86	28.47	50.52	13.42	22.37	20.56	-		-	-
Technology Median		1.36	19.71	40.97	7.53	18.26	17.39	14.14		0.91	0.86

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Aggressive Portfolio		**5.28**	**11.45**	**21.14**	**4.67**	**9.43**	**8.43**	**-**	**11/01/2001**	**-**	**-**
Blended Benchmark		6.22	12.84	24.31	4.94	9.43	8.14	-		-	-
JHancock Disciplined Value R6	JDVWX	5.88 (89)	16.65 (42)	26.92 (52)	11.62 (14)	12.60 (22)	9.85 (31)	9.07 (18)	02/01/1997	0.66	0.66
Russell 1000 Value Index		9.43	16.68	27.76	9.03	10.69	9.23	8.53		-	-
Large Value Median		8.05	15.92	27.06	9.66	11.12	9.23	8.17		0.95	0.84
AB Large Cap Growth Z	APGZX	0.80 (95)	20.76 (64)	37.60 (67)	9.15 (37)	17.31 (36)	16.02 (12)	11.17 (31)	10/01/1992	0.53	0.52
Russell 1000 Growth Index		3.19	24.55	42.19	12.02	19.74	16.52	10.98		-	-
Large Growth Median		3.20	22.81	40.20	8.24	16.48	14.15	10.64		0.97	0.89
Columbia Select Mid Cap Value Instl 3	CMVYX	9.61 (32)	17.01 (8)	31.99 (9)	10.10 (20)	12.23 (22)	9.38 (26)	9.82 (25)	12/01/2001	0.77	0.77
Russell Midcap Value Index		10.08	15.08	29.01	7.39	10.33	8.93	9.97		-	-
Mid-Cap Value Median		9.09	12.87	26.05	8.70	10.52	8.75	8.91		1.02	0.94
Delaware Ivy Mid Cap Growth R6	IGRFX	5.76 (56)	6.76 (86)	22.01 (76)	-2.11 (69)	11.05 (33)	11.43 (22)	8.80 (25)	07/01/2000	0.86	0.68
Russell Midcap Growth Index		6.54	12.91	29.33	2.32	11.48	11.30	6.94		-	-
Mid-Cap Growth Median		6.00	12.17	26.06	-0.19	10.46	10.42	6.93		1.12	1.01
Franklin Small Cap Value R6	FRCSX	9.51 (23)	11.28 (21)	24.89 (34)	6.26 (41)	10.42 (49)	9.18 (23)	9.39 (66)	04/01/1996	0.62	0.60
Russell 2000 Value Index		10.15	9.22	25.88	3.77	9.29	8.22	9.19		-	-
Small Value Median		8.12	9.10	23.32	5.93	10.37	8.21	9.64		1.23	1.09
Delaware Ivy Small Cap Growth R6	IRGFX	4.81 (89)	13.87 (39)	22.08 (77)	-2.79 (63)	8.26 (73)	9.62 (49)	11.30 (16)	10/01/1992	0.91	0.76
Russell 2000 Growth Index		8.41	13.22	27.66	-0.35	8.82	8.95	8.21		-	-
Small Growth Median		7.63	12.86	26.21	-0.78	9.50	9.58	9.96		1.26	1.12
Columbia Overseas Value Inst3	COSYX	8.52 (34)	11.85 (65)	20.63 (73)	7.10 (50)	8.51 (39)	6.25 (8)	4.09 (26)	04/01/2008	0.84	0.78
MSCI EAFE Value		8.98	14.52	24.00	9.70	8.97	5.21	3.88		-	-
Foreign Large Value Median		7.89	12.63	22.12	7.05	7.97	4.70	3.52		1.11	0.94
ClearBridge International Growth IS	LMGPX	8.01 (24)	15.96 (17)	28.74 (33)	2.73 (31)	8.18 (37)	7.75 (21)	7.17 (29)	05/01/1995	0.71	0.71
MSCI EAFE Growth Index		5.72	12.57	26.93	2.25	8.08	6.99	5.17		-	-
Foreign Large Growth Median		6.14	12.70	26.16	-0.01	7.47	6.26	6.63		1.13	0.98

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Voya Multi-Manager International Sm Cp I	NAPIX	8.44 (61)	13.40 (21)	24.68 (28)	2.48 (23)	9.62 (5)	6.88 (12)	9.05 (1)	09/01/1994	1.33	1.20
MSCI EAFE Smid Cap		10.36	11.73	23.91	1.12	6.75	6.30	5.71		-	-
Foreign Small/Mid Blend Median		8.70	11.78	23.67	1.60	7.44	5.79	8.79		1.32	1.11
Goldman Sachs Em Mkts Eq Insghts R6	GERUX	4.14 (77)	14.94 (38)	23.72 (48)	0.33 (36)	6.62 (32)	4.97 (22)	2.11 (29)	11/01/2007	1.14	1.05
MSCI Emerging Markets Index		8.88	17.24	26.54	0.82	6.15	4.41	2.00		-	-
Diversified Emerging Mkts Median		6.38	14.15	23.46	-0.87	5.27	3.57	1.45		1.46	1.15
Transamerica Guaranteed Investment Option		0.95 (12)	2.89 (12)	3.81 (12)	-	-	-	3.78 (12)	08/01/2023	-	-
Bloomberg U.S. Government 1-3 Year Index		2.89	4.13	6.78	1.28	1.49	1.42	6.10		-	-
IM U.S. GIC/Stable Value (SA+CF) Median		0.66	2.03	2.71	2.13	2.02	1.87	2.70		-	-

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Balanced Portfolio		**4.95**	**9.83**	**18.49**	**2.88**	**7.01**	**6.62**	**-**	**12/01/2007**	**-**	**-**
Blended Benchmark		6.24	10.53	20.36	3.54	6.93	6.29	-		-	-
JHancock Disciplined Value R6	JDVWX	5.88 (89)	16.65 (42)	26.92 (52)	11.62 (14)	12.60 (22)	9.85 (31)	9.07 (18)	02/01/1997	0.66	0.66
Russell 1000 Value Index		9.43	16.68	27.76	9.03	10.69	9.23	8.53		-	-
Large Value Median		8.05	15.92	27.06	9.66	11.12	9.23	8.17		0.95	0.84
AB Large Cap Growth Z	APGZX	0.80 (95)	20.76 (64)	37.60 (67)	9.15 (37)	17.31 (36)	16.02 (12)	11.17 (31)	10/01/1992	0.53	0.52
Russell 1000 Growth Index		3.19	24.55	42.19	12.02	19.74	16.52	10.98		-	-
Large Growth Median		3.20	22.81	40.20	8.24	16.48	14.15	10.64		0.97	0.89
JPMorgan Mid Cap Value R6	JMVYX	10.48 (16)	14.81 (34)	28.85 (25)	8.37 (58)	10.25 (55)	9.01 (39)	11.67 (1)	12/01/1997	0.74	0.65
Russell Midcap Value Index		10.08	15.08	29.01	7.39	10.33	8.93	9.42		-	-
Mid-Cap Value Median		9.09	12.87	26.05	8.70	10.52	8.75	8.94		1.02	0.94
Pioneer Select Mid Cap Growth K	PSMKX	5.45 (65)	18.20 (13)	34.23 (12)	-0.45 (55)	9.74 (61)	10.24 (54)	11.97 (8)	07/01/1993	0.69	0.69
Russell Midcap Growth Index		6.54	12.91	29.33	2.32	11.48	11.30	10.26		-	-
Mid-Cap Growth Median		6.00	12.17	26.06	-0.19	10.46	10.42	9.90		1.12	1.01
JPMorgan Small Cap Value R6	JSVUX	8.72 (36)	10.52 (30)	26.26 (19)	4.83 (74)	10.52 (47)	8.10 (54)	10.27 (46)	02/01/1995	0.76	0.74
Russell 2000 Value Index		10.15	9.22	25.88	3.77	9.29	8.22	9.83		-	-
Small Value Median		8.12	9.10	23.32	5.93	10.37	8.21	10.17		1.23	1.09
AB Small Cap Growth Z	QUAZX	11.41 (4)	18.89 (17)	31.38 (21)	-4.35 (74)	10.35 (34)	11.23 (19)	10.36 (51)	03/01/1969	0.78	0.78
Russell 2000 Growth Index		8.41	13.22	27.66	-0.35	8.82	8.95	-		-	-
Small Growth Median		7.63	12.86	26.21	-0.78	9.50	9.58	10.36		1.26	1.12
Columbia Overseas Value Inst3	COSYX	8.52 (34)	11.85 (65)	20.63 (73)	7.10 (50)	8.51 (39)	6.25 (8)	4.09 (26)	04/01/2008	0.84	0.78
MSCI EAFE Value		8.98	14.52	24.00	9.70	8.97	5.21	3.88		-	-
Foreign Large Value Median		7.89	12.63	22.12	7.05	7.97	4.70	3.52		1.11	0.94
ClearBridge International Growth IS	LMGPX	8.01 (24)	15.96 (17)	28.74 (33)	2.73 (31)	8.18 (37)	7.75 (21)	7.17 (29)	05/01/1995	0.71	0.71
MSCI EAFE Growth Index		5.72	12.57	26.93	2.25	8.08	6.99	5.17		-	-
Foreign Large Growth Median		6.14	12.70	26.16	-0.01	7.47	6.26	6.63		1.13	0.98

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)								Expense Ratio Gross	Expense Ratio Net
		1 Quarter	Year To Date	1 Year	3 Years	5 Years	10 Years	Since Inception	Inception Date		
Voya Multi-Manager International Sm Cp I	NAPIX	8.44 (61)	13.40 (21)	24.68 (28)	2.48 (23)	9.62 (5)	6.88 (12)	9.05 (1)	09/01/1994	1.33	1.20
MSCI EAFE Smid Cap		10.36	11.73	23.91	1.12	6.75	6.30	5.71		-	-
Foreign Small/Mid Blend Median		8.70	11.78	23.67	1.60	7.44	5.79	8.79		1.32	1.11
MFS Global Real Estate R6	MGLRX	13.60 (88)	8.78 (83)	26.79 (69)	-0.33 (68)	3.82 (19)	6.52 (8)	11.49 (8)	04/01/2009	0.86	0.85
S&P Developed Property Index		16.47	13.05	30.80	1.60	2.96	5.41	11.00		-	-
Global Real Estate Median		15.44	11.76	29.08	0.30	2.60	4.69	9.83		1.40	1.10
Delaware Ivy Global Bond Fund Class R6	IVBDX	4.54 (80)	4.46 (25)	11.28 (64)	0.41 (13)	2.15 (5)	2.33 (2)	2.99 (10)	05/01/2008	0.73	0.59
Blmbg. Global Aggregate Index		6.98	3.60	11.99	-3.06	-0.83	0.57	1.64		-	-
Global Bond Median		6.90	3.53	12.06	-2.57	-0.77	0.47	1.95		1.12	0.88
JHancock Bond R6	JHBSX	5.39 (28)	5.62 (31)	13.13 (28)	-1.20 (42)	1.12 (30)	2.58 (16)	6.69 (12)	12/01/1973	0.37	0.36
Blmbg. U.S. Universal Index		5.20	4.91	12.08	-1.05	0.70	2.15	-		-	-
Intermediate Core-Plus Bond Median		5.22	5.22	12.59	-1.42	0.72	2.02	6.44		0.78	0.66
Transamerica Guaranteed Investment Option		0.95 (12)	2.89 (12)	3.81 (12)	-	-	-	3.78 (12)	08/01/2023	-	-
Bloomberg U.S. Government 1-3 Year Index		2.89	4.13	6.78	1.28	1.49	1.42	6.10		-	-
IM U.S. GIC/Stable Value (SA+CF) Median		0.66	2.03	2.71	2.13	2.02	1.87	2.70		-	-

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)								Expense Ratio Gross	Expense Ratio Net
		1 Quarter	Year To Date	1 Year	3 Years	5 Years	10 Years	Since Inception	Inception Date		
Moderate Portfolio		**3.79**	**8.47**	**14.35**	**4.59**	**6.97**	**5.86**	**-**	**06/01/2007**	**-**	**-**
Blended Benchmark		4.95	9.00	16.48	3.70	5.94	5.23	-		-	-
BNY Mellon Dynamic Value Fund Y	DRGYX	9.05 (31)	17.80 (26)	26.92 (52)	14.44 (1)	15.61 (2)	11.71 (4)	11.54 (1)	10/01/1995	0.64	0.64
Russell 1000 Value Index		9.43	16.68	27.76	9.03	10.69	9.23	9.27		-	-
Large Value Median		8.05	15.92	27.06	9.66	11.12	9.23	8.77		0.95	0.84
JPMorgan Growth Advantage R6	JGVVX	2.09 (73)	24.49 (32)	41.33 (43)	10.14 (24)	21.05 (4)	17.32 (4)	7.00 (64)	01/01/2000	0.64	0.55
Russell 1000 Growth Index		3.19	24.55	42.19	12.02	19.74	16.52	7.58		-	-
Large Growth Median		3.20	22.81	40.20	8.24	16.48	14.15	7.42		0.97	0.89
MFS Mid Cap Value R6	MVCKX	9.97 (25)	16.79 (10)	30.08 (15)	9.92 (23)	12.03 (25)	10.09 (11)	9.49 (31)	09/01/2001	0.63	0.62
Russell Midcap Value Index		10.08	15.08	29.01	7.39	10.33	8.93	9.73		-	-
Mid-Cap Value Median		9.09	12.87	26.05	8.70	10.52	8.75	8.63		1.02	0.94
Delaware Ivy Mid Cap Growth R6	IGRFX	5.76 (56)	6.76 (86)	22.01 (76)	-2.11 (69)	11.05 (33)	11.43 (22)	8.80 (25)	07/01/2000	0.86	0.68
Russell Midcap Growth Index		6.54	12.91	29.33	2.32	11.48	11.30	6.94		-	-
Mid-Cap Growth Median		6.00	12.17	26.06	-0.19	10.46	10.42	6.93		1.12	1.01
Franklin Small Cap Value R6	FRCSX	9.51 (23)	11.28 (21)	24.89 (34)	6.26 (41)	10.42 (49)	9.18 (23)	9.39 (66)	04/01/1996	0.62	0.60
Russell 2000 Value Index		10.15	9.22	25.88	3.77	9.29	8.22	9.19		-	-
Small Value Median		8.12	9.10	23.32	5.93	10.37	8.21	9.64		1.23	1.09
Delaware Ivy Small Cap Growth R6	IRGFX	4.81 (89)	13.87 (39)	22.08 (77)	-2.79 (63)	8.26 (73)	9.62 (49)	11.30 (16)	10/01/1992	0.91	0.76
Russell 2000 Growth Index		8.41	13.22	27.66	-0.35	8.82	8.95	8.21		-	-
Small Growth Median		7.63	12.86	26.21	-0.78	9.50	9.58	9.96		1.26	1.12
Columbia Overseas Value Inst3	COSYX	8.52 (34)	11.85 (65)	20.63 (73)	7.10 (50)	8.51 (39)	6.25 (8)	4.09 (26)	04/01/2008	0.84	0.78
MSCI EAFE Value		8.98	14.52	24.00	9.70	8.97	5.21	3.88		-	-
Foreign Large Value Median		7.89	12.63	22.12	7.05	7.97	4.70	3.52		1.11	0.94
ClearBridge International Growth IS	LMGPX	8.01 (24)	15.96 (17)	28.74 (33)	2.73 (31)	8.18 (37)	7.75 (21)	7.17 (29)	05/01/1995	0.71	0.71
MSCI EAFE Growth Index		5.72	12.57	26.93	2.25	8.08	6.99	5.17		-	-
Foreign Large Growth Median		6.14	12.70	26.16	-0.01	7.47	6.26	6.63		1.13	0.98

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)								Expense Ratio Gross	Expense Ratio Net
		1 Quarter	Year To Date	1 Year	3 Years	5 Years	10 Years	Since Inception	Inception Date		
JHancock Strategic Income Opps R6	JIPRX	4.77 (35)	4.97 (91)	11.68 (76)	0.57 (73)	2.53 (59)	2.94 (64)	5.00 (24)	05/01/2006	0.72	0.67
Blmbg. U.S. Universal Index		5.20	4.91	12.08	-1.05	0.70	2.15	3.63		-	-
Multisector Bond Median		4.51	6.72	13.09	1.30	2.76	3.23	4.60		1.03	0.90
Pioneer Bond K	PBFKX	6.00 (5)	6.33 (9)	14.00 (9)	-0.78 (21)	1.58 (12)	2.62 (14)	6.55 (45)	11/01/1978	0.36	0.36
Blmbg. U.S. Universal Index		5.20	4.91	12.08	-1.05	0.70	2.15	-		-	-
Intermediate Core-Plus Bond Median		5.22	5.22	12.59	-1.42	0.72	2.02	6.49		0.78	0.66
Transamerica Guaranteed Investment Option		0.95 (12)	2.89 (12)	3.81 (12)	-	-	-	3.78 (12)	08/01/2023	-	-
Bloomberg U.S. Government 1-3 Year Index		2.89	4.13	6.78	1.28	1.49	1.42	6.10		-	-
IM U.S. GIC/Stable Value (SA+CF) Median		0.66	2.03	2.71	2.13	2.02	1.87	2.70		-	-

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)								Expense Ratio Gross	Expense Ratio Net
		1 Quarter	Year To Date	1 Year	3 Years	5 Years	10 Years	Since Inception	Inception Date		
Conservative Portfolio		**2.29**	**5.74**	**8.96**	**3.88**	**4.71**	**4.29**	**-**	**08/01/1997**	**-**	**-**
Blended Benchmark		3.73	6.66	11.32	2.81	3.74	3.19	-		-	-
BNY Mellon Dynamic Value Fund Y	DRGYX	9.05 (31)	17.80 (26)	26.92 (52)	14.44 (1)	15.61 (2)	11.71 (4)	11.54 (1)	10/01/1995	0.64	0.64
Russell 1000 Value Index		9.43	16.68	27.76	9.03	10.69	9.23	9.27		-	-
Large Value Median		8.05	15.92	27.06	9.66	11.12	9.23	8.77		0.95	0.84
AB Large Cap Growth Z	APGZX	0.80 (95)	20.76 (64)	37.60 (67)	9.15 (37)	17.31 (36)	16.02 (12)	11.17 (31)	10/01/1992	0.53	0.52
Russell 1000 Growth Index		3.19	24.55	42.19	12.02	19.74	16.52	10.98		-	-
Large Growth Median		3.20	22.81	40.20	8.24	16.48	14.15	10.64		0.97	0.89
Columbia Overseas Value Inst3	COSYX	8.52 (34)	11.85 (65)	20.63 (73)	7.10 (50)	8.51 (39)	6.25 (8)	4.09 (26)	04/01/2008	0.84	0.78
MSCI EAFE Value		8.98	14.52	24.00	9.70	8.97	5.21	3.88		-	-
Foreign Large Value Median		7.89	12.63	22.12	7.05	7.97	4.70	3.52		1.11	0.94
ClearBridge International Growth IS	LMGPX	8.01 (24)	15.96 (17)	28.74 (33)	2.73 (31)	8.18 (37)	7.75 (21)	7.17 (29)	05/01/1995	0.71	0.71
MSCI EAFE Growth Index		5.72	12.57	26.93	2.25	8.08	6.99	5.17		-	-
Foreign Large Growth Median		6.14	12.70	26.16	-0.01	7.47	6.26	6.63		1.13	0.98
Franklin US Government Secs R6	FGORX	4.93 (63)	3.91 (73)	10.81 (47)	-0.99 (18)	-0.10 (50)	1.01 (63)	5.49 (13)	06/01/1970	0.52	0.51
Blmbg. U.S. Government: Intermediate Index		3.95	4.19	8.33	-0.10	0.84	1.50	-		-	-
Intermediate Government Median		5.08	4.19	10.68	-1.53	-0.10	1.13	5.43		0.77	0.69
PIMCO Short-Term Instl	PTSHX	1.33 (92)	4.65 (41)	6.14 (62)	3.39 (48)	2.73 (22)	2.34 (14)	4.02 (1)	11/01/1987	0.48	0.48
Bloomberg U.S. Government 1-3 Year Index		2.89	4.13	6.78	1.28	1.49	1.42	4.03		-	-
Ultrashort Bond Median		1.74	4.54	6.46	3.37	2.49	1.96	3.00		0.50	0.36
Transamerica Guaranteed Investment Option		0.95 (12)	2.89 (12)	3.81 (12)	-	-	-	3.78 (12)	08/01/2023	-	-
Bloomberg U.S. Government 1-3 Year Index		2.89	4.13	6.78	1.28	1.49	1.42	6.10		-	-
IM U.S. GIC/Stable Value (SA+CF) Median		0.66	2.03	2.71	2.13	2.02	1.87	2.70		-	-

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)								Expense Ratio Gross	Expense Ratio Net
		1 Quarter	Year To Date	1 Year	3 Years	5 Years	10 Years	Since Inception	Inception Date		
Fixed Income Portfolio		**1.54**	**3.58**	**5.26**	**2.50**	**2.36**	**2.18**	**-**	**09/01/1999**	**-**	**-**
Blended Benchmark		3.08	4.33	7.46	1.31	1.64	1.67	-		-	-
Pioneer Strategic Income K	STRKX	6.37 (4)	7.70 (24)	15.70 (14)	0.73 (68)	2.85 (46)	3.35 (44)	5.75 (12)	05/01/1999	0.65	0.60
Blmbg. U.S. Universal Index		5.20	4.91	12.08	-1.05	0.70	2.15	4.24		-	-
Multisector Bond Median		4.51	6.72	13.09	1.30	2.76	3.23	4.96		1.03	0.90
Pioneer Bond K	PBFKX	6.00 (5)	6.33 (9)	14.00 (9)	-0.78 (21)	1.58 (12)	2.62 (14)	6.55 (45)	11/01/1978	0.36	0.36
Blmbg. U.S. Universal Index		5.20	4.91	12.08	-1.05	0.70	2.15	-		-	-
Intermediate Core-Plus Bond Median		5.22	5.22	12.59	-1.42	0.72	2.02	6.49		0.78	0.66
PIMCO Short-Term Instl	PTSHX	1.33 (92)	4.65 (41)	6.14 (62)	3.39 (48)	2.73 (22)	2.34 (14)	4.02 (1)	11/01/1987	0.48	0.48
Bloomberg U.S. Government 1-3 Year Index		2.89	4.13	6.78	1.28	1.49	1.42	4.03		-	-
Ultrashort Bond Median		1.74	4.54	6.46	3.37	2.49	1.96	3.00		0.50	0.36
Invesco Senior Floating Rate R6	OOSIX	1.97 (47)	6.76 (11)	8.81 (56)	6.43 (6)	4.61 (44)	3.88 (56)	4.63 (27)	10/01/1999	0.74	0.74
Credit Suisse Leveraged Loan Index		2.05	6.58	9.62	6.28	5.60	4.85	4.89		-	-
Bank Loan Median		1.95	5.97	8.95	5.31	4.52	3.95	4.24		1.05	0.96
Transamerica Guaranteed Investment Option		0.95 (12)	2.89 (12)	3.81 (12)	-	-	-	3.78 (12)	08/01/2023	-	-
Bloomberg U.S. Government 1-3 Year Index		2.89	4.13	6.78	1.28	1.49	1.42	6.10		-	-
IM U.S. GIC/Stable Value (SA+CF) Median		0.66	2.03	2.71	2.13	2.02	1.87	2.70		-	-

Percentile Ranks

1-50 51-75 76-100

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Asset Allocation & Performance

As of September 30, 2024

This document must be accompanied by the two page "Consolidated Analysis Disclosures" document: otherwise, this illustration is incomplete and should not be relied upon.

	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Putnam Large Cap Value R6	PEQSX	15.75 (18)	-2.75 (24)	27.32 (36)	6.19 (23)	30.38 (7)	-8.00 (37)	19.14 (18)	14.00 (56)	-2.77 (39)	12.86 (22)
Russell 1000 Value Index		11.46	-7.54	25.16	2.80	26.54	-8.27	13.66	17.34	-3.83	13.45
Large Value Median		11.00	-5.40	26.02	2.73	25.58	-8.86	16.24	14.37	-3.40	11.04
Touchstone Large Cap Focused R6	TSRLX	25.45 (42)	-17.27 (43)	25.37 (68)	23.83 (7)	30.18 (48)	-2.66 (12)	23.08 (19)	11.26 (43)	0.53 (45)	10.33 (73)
S&P 500 Index		26.29	-18.11	28.71	18.40	31.49	-4.38	21.83	11.96	1.38	13.69
Large Blend Median		24.49	-18.15	26.80	17.33	29.98	-5.51	21.16	10.68	0.25	12.03
Vanguard Institutional Index I	VINIX	26.24 (25)	-18.14 (50)	28.67 (21)	18.39 (36)	31.46 (22)	-4.42 (25)	21.79 (33)	11.93 (27)	1.37 (24)	13.65 (18)
S&P 500 Index		26.29	-18.11	28.71	18.40	31.49	-4.38	21.83	11.96	1.38	13.69
Large Blend Median		24.49	-18.15	26.80	17.33	29.98	-5.51	21.16	10.68	0.25	12.03
Vanguard Total Stock Mkt Idx Adm	VTSAX	26.01 (31)	-19.53 (77)	25.71 (63)	20.99 (18)	30.80 (40)	-5.17 (44)	21.17 (50)	12.66 (20)	0.39 (48)	12.56 (42)
CRSP U.S. Total Market TR Index		25.98	-19.49	25.72	20.99	30.84	-5.17	21.19	12.68	0.40	12.58
Large Blend Median		24.49	-18.15	26.80	17.33	29.98	-5.51	21.16	10.68	0.25	12.03
JPMorgan Large Cap Growth R6	JLGMX	34.95 (67)	-25.21 (20)	18.79 (68)	56.42 (10)	39.39 (5)	0.57 (28)	38.37 (4)	-1.74 (87)	7.94 (21)	11.13 (44)
Russell 1000 Growth Index		42.68	-29.14	27.60	38.49	36.39	-1.51	30.21	7.08	5.67	13.05
Large Growth Median		39.00	-30.94	21.92	35.65	32.80	-1.50	29.06	2.73	5.07	10.64
JHancock Disciplined Value Mid Cap R6	JVMRX	16.77 (20)	-6.96 (40)	27.05 (67)	6.01 (26)	30.28 (18)	-14.59 (67)	15.69 (25)	15.35 (70)	2.16 (1)	13.44 (20)
Russell Midcap Value Index		12.71	-12.03	28.34	4.96	27.06	-12.29	13.34	20.00	-4.78	14.75
Mid-Cap Value Median		12.20	-7.97	28.71	2.81	26.78	-13.33	13.44	17.45	-4.20	10.32
Vanguard Mid Cap Index Admiral	VIMAX	15.98 (49)	-18.71 (79)	24.51 (41)	18.24 (22)	31.03 (21)	-9.23 (29)	19.25 (22)	11.22 (76)	-1.34 (22)	13.76 (9)
CRSP U.S. Mid Cap TR Index		15.98	-18.68	24.52	18.24	31.09	-9.22	19.30	11.25	-1.28	13.83
Mid-Cap Blend Median		15.89	-14.77	24.12	13.09	26.87	-11.23	15.96	15.39	-3.03	9.22
AB Discovery Growth Z	CHCZX	18.98 (65)	-35.89 (89)	11.15 (57)	53.04 (20)	30.82 (74)	-4.27 (40)	32.89 (7)	5.14 (49)	-0.61 (56)	2.92 (85)
Russell Midcap Growth Index		25.87	-26.72	12.73	35.59	35.47	-4.75	25.27	7.33	-0.20	11.90
Mid-Cap Growth Median		20.48	-28.45	11.85	36.48	33.74	-5.19	24.95	4.99	0.10	7.76
Delaware Small Cap Value R6	DVZRX	9.67 (92)	-12.06 (55)	34.46 (28)	-1.05 (77)	28.37 (10)	-17.19 (72)	12.19 (25)	31.33 (10)	-6.43 (56)	5.37 (37)
Russell 2000 Value Index		14.65	-14.48	28.27	4.63	22.39	-12.86	7.84	31.74	-7.47	4.22
Small Value Median		15.91	-11.61	31.14	3.53	21.98	-15.20	9.33	25.58	-6.02	4.34
Vanguard Small Cap Index Adm	VSMAX	18.20 (24)	-17.61 (58)	17.73 (79)	19.11 (24)	27.37 (19)	-9.31 (20)	16.24 (15)	18.30 (71)	-3.64 (39)	7.50 (19)
CRSP U.S. Small Cap TR Index		18.09	-17.64	17.71	19.07	27.35	-9.33	16.24	18.26	-3.68	7.54
Small Blend Median		16.28	-16.77	22.88	12.50	24.57	-12.05	13.19	20.66	-4.41	4.95

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
PGIM Jennison Small Company R6	PJSQX	12.02 (79)	-18.57 (6)	29.54 (4)	27.72 (76)	28.99 (48)	-13.07 (91)	20.03 (64)	13.65 (25)	-3.30 (65)	8.36 (7)
Russell 2000 Growth Index		18.66	-26.36	2.83	34.63	28.48	-9.31	22.17	11.32	-1.38	5.60
Small Growth Median		16.45	-28.28	9.40	38.01	28.55	-5.13	22.68	10.04	-2.11	3.11
Dodge & Cox International Stock X	DOXFX	16.81 (61)	-6.72 (25)	11.03 (57)	2.10 (54)	22.78 (12)	-17.98 (79)	23.94 (40)	8.26 (17)	-11.35 (93)	0.08 (8)
MSCI EAFE Value		19.79	-4.95	11.58	-2.10	16.83	-14.26	22.12	5.68	-5.22	-4.92
Foreign Large Value Median		17.84	-9.45	11.69	2.58	18.27	-16.16	22.79	2.37	-3.32	-5.59
Vanguard Total Intl Stock Index Admiral	VTIAX	15.52 (64)	-16.01 (55)	8.62 (69)	11.28 (37)	21.51 (60)	-14.43 (44)	27.55 (27)	4.67 (12)	-4.26 (83)	-4.17 (32)
FTSE Global ex USA All Cap Index		16.17	-15.83	9.13	11.54	22.19	-14.36	27.77	5.04	-4.03	-3.12
Foreign Large Blend Median		16.31	-15.68	10.45	9.25	21.99	-14.90	25.54	0.65	-0.94	-5.33
BNY Mellon International Stock Fund Y	DISYX	18.52 (26)	-22.03 (32)	11.19 (27)	19.37 (64)	27.78 (55)	-7.61 (5)	26.99 (80)	4.69 (7)	-0.61 (65)	-5.02 (63)
MSCI EAFE Growth Index		17.97	-22.69	11.59	18.68	28.43	-12.48	29.34	-2.66	4.47	-4.06
Foreign Large Growth Median		15.99	-24.82	8.70	22.10	28.05	-13.96	31.07	-2.30	0.44	-3.69
Invesco International Small-Mid Com R6	OSCIX	12.73 (46)	-30.94 (65)	14.25 (22)	25.23 (36)	25.28 (54)	-9.09 (7)	38.54 (29)	-0.06 (34)	15.40 (9)	0.54 (12)
MSCI EAFE Smid Cap Growth Index		14.57	-27.47	7.90	20.27	27.47	-17.16	33.54	-1.44	9.75	-3.62
Foreign Small/Mid Growth Median		12.38	-28.33	9.92	19.73	25.94	-17.85	34.84	-1.24	8.96	-4.21
American Funds New Perspective R6	RNPGX	25.01 (38)	-25.61 (43)	18.10 (25)	33.81 (30)	30.48 (53)	-5.56 (33)	29.30 (58)	2.19 (40)	5.63 (15)	3.56 (43)
MSCI World Growth		37.31	-29.05	21.40	34.18	34.14	-6.42	28.49	3.21	3.50	6.55
Global Large-Stock Growth Median		23.67	-26.00	15.75	29.67	30.58	-6.96	30.75	1.66	2.52	3.15
Goldman Sachs Emerging Markets Eq R6	GEMUX	6.63 (85)	-30.00 (91)	-2.44 (57)	31.00 (16)	26.05 (21)	-20.57 (86)	48.35 (3)	5.35 (69)	-5.59 (4)	1.26 (14)
MSCI Emerging Markets Index		10.26	-19.74	-2.22	18.69	18.90	-14.25	37.75	11.60	-14.60	-1.82
Diversified Emerging Mkts Median		10.90	-22.44	-1.69	17.60	20.58	-16.34	35.45	8.46	-13.67	-2.90
Cohen & Steers Realty Shares Z	CSJZX	12.76 (37)	-24.90 (16)	42.73 (34)	-2.81 (23)	32.96 (7)	-4.19 (18)	7.09 (28)	5.61 (63)	5.00 (7)	30.18 (40)
FTSE NAREIT All Equity REITs		11.36	-24.95	41.30	-5.12	28.66	-4.04	8.67	8.63	2.83	28.03
Real Estate Median		12.06	-26.29	41.44	-4.86	27.78	-5.81	5.37	6.07	2.98	29.82
Vanguard Health Care Adm	VGHAX	5.48 (35)	-1.01 (7)	14.36 (29)	12.67 (89)	22.98 (67)	1.21 (44)	19.66 (65)	-8.94 (39)	12.71 (13)	28.57 (40)
S&P Composite 1500 Healthcare Index		1.92	-3.31	24.85	14.55	20.87	6.71	22.47	-2.05	7.41	24.79
Health Median		4.03	-11.77	10.99	21.56	25.92	0.69	22.45	-10.50	7.70	27.10
Delaware Ivy Science and Technology R6	ISTNX	41.06 (71)	-32.14 (23)	15.80 (47)	36.53 (87)	50.77 (15)	-4.76 (65)	33.35 (73)	2.13 (87)	-2.74 (89)	4.10 (90)
S&P North American Technology Sector		61.13	-35.36	26.40	45.15	42.68	2.88	37.78	13.56	9.91	15.28
Technology Median		49.85	-36.36	15.40	48.63	38.43	-1.36	35.79	11.07	6.08	11.32

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
T. Rowe Price Retirement 2010 I	TRPUX	12.49 (4)	-14.00 (93)	8.75 (11)	11.90 (8)	16.16 (2)	-3.61 (61)	11.66 (11)	7.11 (12)	-0.76 (46)	4.99 (38)
S&P Target Date 2010 Index		10.78	-11.44	6.54	9.95	14.30	-3.10	9.95	5.82	-0.21	5.07
Target-Date 2000-2010 Median		9.67	-12.62	5.65	10.44	13.93	-3.40	10.33	6.14	-0.89	4.63
T. Rowe Price Retirement 2015 I	TRUBX	12.90 (5)	-14.17 (64)	9.54 (18)	12.57 (9)	17.40 (6)	-4.17 (61)	13.34 (14)	7.31 (13)	-0.58 (27)	5.37 (38)
S&P Target Date 2015 Index		11.38	-12.16	8.01	10.28	15.40	-3.67	11.39	6.56	-0.16	5.49
Target-Date 2015 Median		10.84	-13.72	7.78	11.18	15.33	-3.90	11.52	6.44	-1.03	4.86
T. Rowe Price Retirement 2020 I	TRDBX	13.54 (4)	-14.66 (63)	10.47 (9)	13.19 (16)	19.37 (3)	-4.94 (60)	15.74 (3)	7.41 (15)	-0.31 (17)	5.63 (33)
S&P Target Date 2020 Index		12.32	-12.81	8.76	10.24	16.52	-4.16	12.80	7.22	-0.19	5.67
Target-Date 2020 Median		11.66	-14.46	8.71	11.03	16.25	-4.58	12.87	6.39	-1.17	5.07
T. Rowe Price Retirement 2025 I	TREHX	14.60 (3)	-15.67 (59)	11.88 (8)	14.69 (8)	20.95 (4)	-5.62 (57)	17.68 (3)	7.55 (22)	-0.17 (11)	5.84 (37)
S&P Target Date 2025 Index		12.99	-13.13	10.67	11.22	18.38	-5.02	14.55	7.82	-0.25	5.56
Target-Date 2025 Median		12.65	-15.49	9.80	12.51	18.38	-5.43	15.06	6.93	-1.19	5.42
T. Rowe Price Retirement 2030 I	TRFHX	16.28 (5)	-16.98 (76)	13.55 (10)	15.90 (7)	22.48 (8)	-6.28 (44)	19.45 (4)	7.69 (39)	-0.02 (7)	6.05 (36)
S&P Target Date 2030 Index		14.80	-13.96	12.61	11.91	20.38	-5.99	16.19	8.35	-0.30	5.64
Target-Date 2030 Median		14.46	-16.37	11.58	13.17	20.41	-6.50	17.01	7.32	-1.31	5.56
T. Rowe Price Retirement 2035 I	TRFJX	18.17 (4)	-18.04 (81)	15.08 (19)	17.05 (12)	23.70 (18)	-6.87 (38)	20.88 (10)	7.64 (56)	0.13 (5)	6.07 (36)
S&P Target Date 2035 Index		16.63	-14.99	14.93	12.79	22.18	-6.88	17.78	8.85	-0.35	5.69
Target-Date 2035 Median		16.40	-17.13	13.91	14.10	22.33	-7.35	18.75	7.80	-1.46	5.61
T. Rowe Price Retirement 2040 I	TRHDX	19.60 (11)	-18.86 (87)	16.35 (30)	18.11 (12)	24.68 (20)	-7.32 (31)	22.02 (5)	7.63 (60)	0.17 (5)	6.18 (39)
S&P Target Date 2040 Index		18.16	-15.56	16.55	13.37	23.37	-7.41	18.87	9.23	-0.40	5.69
Target-Date 2040 Median		18.11	-17.85	15.80	14.88	23.67	-8.02	19.86	7.98	-1.50	5.76
T. Rowe Price Retirement 2045 I	TRIKX	20.48 (13)	-19.11 (88)	17.20 (38)	18.65 (11)	25.39 (28)	-7.57 (29)	22.41 (7)	7.69 (63)	0.17 (6)	6.14 (36)
S&P Target Date 2045 Index		19.14	-15.84	17.52	13.66	24.02	-7.74	19.56	9.54	-0.46	5.67
Target-Date 2045 Median		19.26	-18.19	16.74	15.38	24.61	-8.33	20.68	8.15	-1.50	5.76
T. Rowe Price Retirement 2050 I	TRJLX	20.81 (16)	-19.17 (81)	17.35 (41)	18.68 (10)	25.32 (33)	-7.58 (23)	22.38 (10)	7.71 (63)	0.19 (4)	6.19 (40)
S&P Target Date 2050 Index		19.59	-15.97	17.99	13.86	24.35	-7.94	20.18	9.74	-0.47	5.69
Target-Date 2050 Median		19.86	-18.31	17.03	15.61	24.71	-8.63	20.84	8.20	-1.42	5.88
T. Rowe Price Retirement 2055 I	TRJMX	20.78 (25)	-19.24 (78)	17.29 (48)	18.55 (11)	25.38 (35)	-7.62 (25)	22.33 (11)	7.73 (64)	0.18 (6)	6.18 (42)
S&P Target Date 2055 Index		19.62	-15.97	18.19	13.86	24.48	-7.97	20.48	9.94	-0.54	5.64
Target-Date 2055 Median		19.96	-18.36	17.23	15.69	24.85	-8.59	21.14	8.24	-1.53	5.89

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
T. Rowe Price Retirement 2060 I	TRLNX	20.85 (25)	-19.28 (80)	17.41 (48)	18.47 (13)	25.37 (41)	-7.57 (24)	22.29 (16)	7.63 (59)	0.24 (2)	-
S&P Target Date 2060 Index		19.74	-16.01	18.05	13.99	24.73	-7.95	20.75	10.08	-0.66	5.64
Target-Date 2060 Median		20.00	-18.40	17.36	15.78	25.07	-8.66	21.27	7.90	-0.85	5.66
T. Rowe Price Retirement 2065 I	TRMOX	20.84 (30)	-19.27 (77)	18.18 (29)	-	-	-	-	-	-	-
S&P Target Date 2065+ Index		19.84	-15.95	18.17	13.98	24.73	-7.95	20.76	-	-	-
Target-Date 2065+ Median		20.20	-18.60	17.21	16.49	25.71	-9.37	-	-	-	-
Vanguard LifeStrategy Income Inv	VASIX	9.48 (22)	-13.93 (74)	1.92 (92)	9.13 (35)	12.05 (33)	-1.05 (6)	6.98 (63)	4.58 (62)	0.22 (12)	6.76 (10)
Dow Jones U.S. Conservative Index		7.34	-12.14	2.87	7.87	10.95	-0.55	5.45	3.62	0.37	6.59
Conservative Allocation Median		8.68	-12.55	3.74	8.30	11.24	-2.69	7.29	4.81	-1.13	4.11
Vanguard LifeStrategy Cnsrv Gr Inv	VSCGX	12.48 (13)	-14.99 (79)	6.05 (90)	11.51 (23)	15.68 (37)	-2.95 (14)	10.92 (34)	5.96 (57)	-0.17 (15)	6.95 (14)
Dow Jones U.S. Moderately Conservative Index		10.40	-13.16	8.66	10.56	16.07	-2.26	9.55	6.96	0.24	7.93
Moderately Conservative Allocation Median		10.55	-13.69	7.96	9.37	15.11	-4.33	10.24	6.15	-1.47	4.69
Vanguard LifeStrategy Growth Inv	VASGX	18.55 (25)	-17.09 (61)	14.35 (72)	15.45 (26)	23.13 (26)	-6.90 (32)	19.21 (22)	8.33 (36)	-1.17 (35)	7.18 (25)
Dow Jones U.S. Moderately Aggressive Index		17.12	-15.50	19.81	15.28	25.50	-5.61	16.55	11.33	-0.66	10.11
Moderately Aggressive Allocation Median		16.23	-16.50	15.88	13.05	21.83	-7.80	17.52	7.37	-1.71	5.45
PIMCO International Bond (USD-Hdg) Instl	PFORX	9.49 (13)	-9.84 (13)	-1.67 (42)	6.15 (49)	7.34 (76)	2.63 (7)	3.52 (56)	7.03 (2)	0.40 (29)	11.16 (4)
Blmbg. Global Aggregate Index		5.72	-16.25	-4.71	9.20	6.84	-1.19	7.39	2.09	-3.15	0.59
Global Bond-USD Hedged Median		7.77	-12.37	-1.96	6.13	8.54	0.22	3.96	4.34	0.01	6.47
JPMorgan High Yield R6	JHYUX	12.12 (50)	-10.30 (42)	7.08 (11)	3.00 (84)	13.64 (50)	-2.71 (42)	6.82 (46)	14.00 (45)	-4.59 (65)	2.76 (20)
Credit Suisse High Yield Index		13.55	-10.55	5.50	5.48	14.00	-2.37	7.03	18.26	-4.93	1.86
High Yield Bond Median		12.12	-10.70	4.85	5.31	13.55	-2.91	6.70	13.65	-3.72	1.64
Vanguard Total Bond Market Index Adm	VBTLX	5.70 (45)	-13.16 (35)	-1.67 (55)	7.72 (53)	8.71 (38)	-0.03 (28)	3.56 (44)	2.60 (51)	0.40 (35)	5.89 (31)
Blmbg. U.S. Aggregate Float Adjusted		5.60	-13.07	-1.58	7.75	8.87	-0.08	3.63	2.75	0.44	5.85
Intermediate Core Bond Median		5.61	-13.39	-1.61	7.80	8.49	-0.42	3.42	2.62	0.21	5.54
MFS Total Return Bond R6	MRBKX	7.44 (10)	-13.81 (47)	-0.73 (45)	8.94 (34)	10.05 (26)	-0.93 (57)	4.25 (50)	3.91 (48)	-0.28 (51)	5.93 (35)
Blmbg. U.S. Universal Index		6.17	-12.99	-1.10	7.58	9.29	-0.25	4.09	3.91	0.43	5.56
Intermediate Core-Plus Bond Median		6.17	-13.94	-0.86	8.41	9.27	-0.80	4.23	3.79	-0.26	5.58
Lord Abbett Short Duration Income R6	LDLVX	5.74 (42)	-4.51 (37)	1.16 (13)	3.21 (74)	5.70 (21)	1.50 (14)	2.56 (16)	4.29 (9)	0.80 (20)	1.73 (25)
Bloomberg U.S. Gov/Credit 1-3 Year Index		4.61	-3.69	-0.47	3.33	4.03	1.60	0.84	1.28	0.65	0.77
Short-Term Bond Median		5.51	-4.95	-0.30	3.90	4.62	0.92	1.60	1.88	0.36	1.02

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)									
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Transamerica Guaranteed Investment Option		-	-	-	-	-	-	-	-	-	-
Bloomberg U.S. Government 1-3 Year Index		4.32	-3.81	-0.60	3.14	3.59	1.58	0.45	0.87	0.57	0.64
IM U.S. GIC/Stable Value (SA+CF) Median		2.53	1.61	1.43	1.99	2.28	1.94	1.68	1.57	1.43	1.36
Ultra Aggressive Portfolio		20.46	-18.68	20.16	21.24	30.75	-9.33	26.04	10.95	-1.21	7.70
Blended Benchmark		23.75	-20.23	17.83	19.86	28.70	-8.31	24.51	11.77	-0.98	7.16
Aggressive Portfolio		14.25	-13.82	14.33	16.80	23.81	-6.14	19.36	9.99	-2.54	5.35
Blended Benchmark		16.79	-15.56	13.48	15.82	22.58	-6.92	17.51	10.61	-2.25	6.15
Balanced Portfolio		11.35	-13.90	11.38	13.32	18.30	-5.09	15.66	6.61	0.86	4.75
Blended Benchmark		13.49	-14.04	9.86	12.05	17.88	-5.06	13.63	7.48	-0.85	4.91
Moderate Portfolio		10.34	-6.76	8.51	11.13	13.60	-2.53	10.53	4.73	0.64	3.37
Blended Benchmark		11.49	-10.17	7.26	9.92	13.75	-2.53	8.72	5.35	0.17	3.91
Conservative Portfolio		6.25	-1.77	5.09	6.03	7.77	0.18	7.10	3.20	2.69	3.34
Blended Benchmark		7.94	-6.36	3.09	5.92	8.13	-0.51	4.80	2.14	0.68	1.47
Fixed Income Portfolio		3.83	-0.23	1.85	2.26	2.84	1.44	2.16	2.65	1.15	1.98
Blended Benchmark		4.95	-4.61	-0.35	3.63	4.38	1.38	1.00	1.61	0.51	1.20

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	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Ultra Aggressive Portfolio		**20.46**	**-18.68**	**20.16**	**21.24**	**30.75**	**-9.33**	**26.04**	**10.95**	**-1.21**	**7.70**
Blended Benchmark		23.75	-20.23	17.83	19.86	28.70	-8.31	24.51	11.77	-0.98	7.16
BNY Mellon Dynamic Value Fund Y	DRGYX	12.94 (34)	3.08 (4)	33.71 (4)	3.95 (37)	27.11 (31)	-10.39 (73)	15.17 (64)	18.54 (16)	-2.04 (30)	10.72 (56)
Russell 1000 Value Index		11.46	-7.54	25.16	2.80	26.54	-8.27	13.66	17.34	-3.83	13.45
Large Value Median		11.00	-5.40	26.02	2.73	25.58	-8.86	16.24	14.37	-3.40	11.04
Goldman Sachs Large Cap Gr Insghts R6	GLCUX	37.48 (58)	-29.71 (40)	29.84 (8)	32.16 (65)	29.66 (80)	-4.52 (78)	29.73 (44)	7.87 (15)	3.48 (61)	17.84 (3)
Russell 1000 Growth Index		42.68	-29.14	27.60	38.49	36.39	-1.51	30.21	7.08	5.67	13.05
Large Growth Median		39.00	-30.94	21.92	35.65	32.80	-1.50	29.06	2.73	5.07	10.64
Columbia Select Mid Cap Value Instl 3	CMVYX	10.62 (68)	-9.02 (64)	32.41 (18)	6.96 (20)	31.87 (7)	-13.12 (46)	13.80 (44)	14.44 (79)	-4.76 (55)	12.47 (27)
Russell Midcap Value Index		12.71	-12.03	28.34	4.96	27.06	-12.29	13.34	20.00	-4.78	14.75
Mid-Cap Value Median		12.20	-7.97	28.71	2.81	26.78	-13.33	13.44	17.45	-4.20	10.32
Delaware Ivy Mid Cap Growth R6	IGRFX	20.35 (51)	-30.45 (61)	16.91 (23)	48.98 (25)	38.56 (16)	0.36 (12)	27.51 (28)	6.50 (37)	-5.62 (90)	8.08 (45)
Russell Midcap Growth Index		25.87	-26.72	12.73	35.59	35.47	-4.75	25.27	7.33	-0.20	11.90
Mid-Cap Growth Median		20.48	-28.45	11.85	36.48	33.74	-5.19	24.95	4.99	0.10	7.76
Franklin Small Cap Value R6	FRCSX	13.33 (69)	-9.85 (35)	25.97 (79)	5.83 (31)	26.59 (16)	-12.30 (20)	11.12 (34)	30.19 (18)	-7.33 (69)	0.54 (85)
Russell 2000 Value Index		14.65	-14.48	28.27	4.63	22.39	-12.86	7.84	31.74	-7.47	4.22
Small Value Median		15.91	-11.61	31.14	3.53	21.98	-15.20	9.33	25.58	-6.02	4.34
Delaware Ivy Small Cap Growth R6	IRGFX	13.62 (71)	-27.40 (44)	4.34 (72)	39.08 (46)	24.26 (78)	-3.72 (35)	24.25 (42)	14.01 (23)	-1.68 (45)	3.08 (51)
Russell 2000 Growth Index		18.66	-26.36	2.83	34.63	28.48	-9.31	22.17	11.32	-1.38	5.60
Small Growth Median		16.45	-28.28	9.40	38.01	28.55	-5.13	22.68	10.04	-2.11	3.11
Columbia Overseas Value Inst3	COSYX	16.33 (64)	-5.88 (18)	10.97 (58)	-0.06 (68)	22.61 (13)	-16.38 (55)	30.24 (2)	1.35 (62)	4.40 (4)	-7.00 (71)
MSCI EAFE Value		19.79	-4.95	11.58	-2.10	16.83	-14.26	22.12	5.68	-5.22	-4.92
Foreign Large Value Median		17.84	-9.45	11.69	2.58	18.27	-16.16	22.79	2.37	-3.32	-5.59
ClearBridge International Growth IS	LMGPX	14.41 (76)	-21.11 (27)	4.10 (71)	25.02 (35)	31.53 (23)	-10.02 (19)	35.09 (20)	-2.79 (55)	-3.20 (90)	6.41 (2)
MSCI EAFE Growth Index		17.97	-22.69	11.59	18.68	28.43	-12.48	29.34	-2.66	4.47	-4.06
Foreign Large Growth Median		15.99	-24.82	8.70	22.10	28.05	-13.96	31.07	-2.30	0.44	-3.69
Voya Multi-Manager International Sm Cp I	NAPIX	14.34 (59)	-18.42 (40)	15.89 (12)	15.76 (9)	24.67 (23)	-21.78 (69)	35.51 (24)	-0.33 (57)	8.51 (24)	-5.67 (33)
MSCI EAFE Smid Cap		15.61	-20.43	9.18	11.75	24.92	-16.63	31.27	1.71	6.97	-2.97
Foreign Small/Mid Blend Median		14.73	-18.67	13.03	9.97	22.35	-19.95	33.02	1.30	6.37	-6.06

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Invesco Developing Markets R6	ODVIX	11.54 (44)	-24.85 (69)	-7.13 (82)	17.66 (50)	24.53 (25)	-11.79 (9)	35.33 (52)	7.38 (57)	-13.67 (51)	-4.39 (68)
MSCI Emerging Markets Index		10.26	-19.74	-2.22	18.69	18.90	-14.25	37.75	11.60	-14.60	-1.82
Diversified Emerging Mkts Median		10.90	-22.44	-1.69	17.60	20.58	-16.34	35.45	8.46	-13.67	-2.90
Columbia Seligman Tech & Info Inst3	CCOYX	44.72 (66)	-31.01 (15)	39.40 (5)	44.78 (76)	54.47 (10)	-7.45 (78)	34.41 (64)	15.38 (22)	9.11 (28)	26.09 (7)
S&P North American Technology Sector		61.13	-35.36	26.40	45.15	42.68	2.88	37.78	13.56	9.91	15.28
Technology Median		49.85	-36.36	15.40	48.63	38.43	-1.36	35.79	11.07	6.08	11.32

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Aggressive Portfolio		**14.25**	**-13.82**	**14.33**	**16.80**	**23.81**	**-6.14**	**19.36**	**9.99**	**-2.54**	**5.35**
Blended Benchmark		16.79	-15.56	13.48	15.82	22.58	-6.92	17.51	10.61	-2.25	6.15
JHancock Disciplined Value R6	JDVWX	13.95 (27)	-4.32 (39)	30.24 (13)	1.74 (61)	22.79 (81)	-9.47 (60)	19.33 (17)	14.07 (55)	-4.81 (73)	11.04 (50)
Russell 1000 Value Index		11.46	-7.54	25.16	2.80	26.54	-8.27	13.66	17.34	-3.83	13.45
Large Value Median		11.00	-5.40	26.02	2.73	25.58	-8.86	16.24	14.37	-3.40	11.04
AB Large Cap Growth Z	APGZX	35.11 (67)	-28.73 (34)	28.98 (10)	34.46 (54)	34.24 (38)	2.27 (16)	31.80 (29)	3.18 (47)	10.68 (8)	13.56 (20)
Russell 1000 Growth Index		42.68	-29.14	27.60	38.49	36.39	-1.51	30.21	7.08	5.67	13.05
Large Growth Median		39.00	-30.94	21.92	35.65	32.80	-1.50	29.06	2.73	5.07	10.64
Columbia Select Mid Cap Value Instl 3	CMVYX	10.62 (68)	-9.02 (64)	32.41 (18)	6.96 (20)	31.87 (7)	-13.12 (46)	13.80 (44)	14.44 (79)	-4.76 (55)	12.47 (27)
Russell Midcap Value Index		12.71	-12.03	28.34	4.96	27.06	-12.29	13.34	20.00	-4.78	14.75
Mid-Cap Value Median		12.20	-7.97	28.71	2.81	26.78	-13.33	13.44	17.45	-4.20	10.32
Delaware Ivy Mid Cap Growth R6	IGRFX	20.35 (51)	-30.45 (61)	16.91 (23)	48.98 (25)	38.56 (16)	0.36 (12)	27.51 (28)	6.50 (37)	-5.62 (90)	8.08 (45)
Russell Midcap Growth Index		25.87	-26.72	12.73	35.59	35.47	-4.75	25.27	7.33	-0.20	11.90
Mid-Cap Growth Median		20.48	-28.45	11.85	36.48	33.74	-5.19	24.95	4.99	0.10	7.76
Franklin Small Cap Value R6	FRCSX	13.33 (69)	-9.85 (35)	25.97 (79)	5.83 (31)	26.59 (16)	-12.30 (20)	11.12 (34)	30.19 (18)	-7.33 (69)	0.54 (85)
Russell 2000 Value Index		14.65	-14.48	28.27	4.63	22.39	-12.86	7.84	31.74	-7.47	4.22
Small Value Median		15.91	-11.61	31.14	3.53	21.98	-15.20	9.33	25.58	-6.02	4.34
Delaware Ivy Small Cap Growth R6	IRGFX	13.62 (71)	-27.40 (44)	4.34 (72)	39.08 (46)	24.26 (78)	-3.72 (35)	24.25 (42)	14.01 (23)	-1.68 (45)	3.08 (51)
Russell 2000 Growth Index		18.66	-26.36	2.83	34.63	28.48	-9.31	22.17	11.32	-1.38	5.60
Small Growth Median		16.45	-28.28	9.40	38.01	28.55	-5.13	22.68	10.04	-2.11	3.11
Columbia Overseas Value Inst3	COSYX	16.33 (64)	-5.88 (18)	10.97 (58)	-0.06 (68)	22.61 (13)	-16.38 (55)	30.24 (2)	1.35 (62)	4.40 (4)	-7.00 (71)
MSCI EAFE Value		19.79	-4.95	11.58	-2.10	16.83	-14.26	22.12	5.68	-5.22	-4.92
Foreign Large Value Median		17.84	-9.45	11.69	2.58	18.27	-16.16	22.79	2.37	-3.32	-5.59
ClearBridge International Growth IS	LMGPX	14.41 (76)	-21.11 (27)	4.10 (71)	25.02 (35)	31.53 (23)	-10.02 (19)	35.09 (20)	-2.79 (55)	-3.20 (90)	6.41 (2)
MSCI EAFE Growth Index		17.97	-22.69	11.59	18.68	28.43	-12.48	29.34	-2.66	4.47	-4.06
Foreign Large Growth Median		15.99	-24.82	8.70	22.10	28.05	-13.96	31.07	-2.30	0.44	-3.69
Voya Multi-Manager International Sm Cp I	NAPIX	14.34 (59)	-18.42 (40)	15.89 (12)	15.76 (9)	24.67 (23)	-21.78 (69)	35.51 (24)	-0.33 (57)	8.51 (24)	-5.67 (33)
MSCI EAFE Smid Cap		15.61	-20.43	9.18	11.75	24.92	-16.63	31.27	1.71	6.97	-2.97
Foreign Small/Mid Blend Median		14.73	-18.67	13.03	9.97	22.35	-19.95	33.02	1.30	6.37	-6.06

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Goldman Sachs Em Mkts Eq Insghts R6	GERUX	12.98 (34)	-21.22 (38)	1.24 (33)	20.57 (39)	13.84 (86)	-16.10 (48)	39.17 (32)	11.39 (28)	-9.31 (21)	-1.79 (39)
MSCI Emerging Markets Index		10.26	-19.74	-2.22	18.69	18.90	-14.25	37.75	11.60	-14.60	-1.82
Diversified Emerging Mkts Median		10.90	-22.44	-1.69	17.60	20.58	-16.34	35.45	8.46	-13.67	-2.90
Transamerica Guaranteed Investment Option		-	-	-	-	-	-	-	-	-	-
Bloomberg U.S. Government 1-3 Year Index		4.32	-3.81	-0.60	3.14	3.59	1.58	0.45	0.87	0.57	0.64
IM U.S. GIC/Stable Value (SA+CF) Median		2.53	1.61	1.43	1.99	2.28	1.94	1.68	1.57	1.43	1.36

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Balanced Portfolio		**11.35**	**-13.90**	**11.38**	**13.32**	**18.30**	**-5.09**	**15.66**	**6.61**	**0.86**	**4.75**
Blended Benchmark		13.49	-14.04	9.86	12.05	17.88	-5.06	13.63	7.48	-0.85	4.91
JHancock Disciplined Value R6	JDVWX	13.95 (27)	-4.32 (39)	30.24 (13)	1.74 (61)	22.79 (81)	-9.47 (60)	19.33 (17)	14.07 (55)	-4.81 (73)	11.04 (50)
Russell 1000 Value Index		11.46	-7.54	25.16	2.80	26.54	-8.27	13.66	17.34	-3.83	13.45
Large Value Median		11.00	-5.40	26.02	2.73	25.58	-8.86	16.24	14.37	-3.40	11.04
AB Large Cap Growth Z	APGZX	35.11 (67)	-28.73 (34)	28.98 (10)	34.46 (54)	34.24 (38)	2.27 (16)	31.80 (29)	3.18 (47)	10.68 (8)	13.56 (20)
Russell 1000 Growth Index		42.68	-29.14	27.60	38.49	36.39	-1.51	30.21	7.08	5.67	13.05
Large Growth Median		39.00	-30.94	21.92	35.65	32.80	-1.50	29.06	2.73	5.07	10.64
JPMorgan Mid Cap Value R6	JMVYX	11.38 (57)	-8.03 (51)	30.11 (37)	0.43 (73)	26.67 (53)	-11.66 (28)	13.68 (46)	14.61 (77)	-2.35 (24)	15.14 (9)
Russell Midcap Value Index		12.71	-12.03	28.34	4.96	27.06	-12.29	13.34	20.00	-4.78	14.75
Mid-Cap Value Median		12.20	-7.97	28.71	2.81	26.78	-13.33	13.44	17.45	-4.20	10.32
Pioneer Select Mid Cap Growth K	PSMKX	19.06 (64)	-31.04 (65)	8.34 (72)	39.45 (47)	33.21 (53)	-5.91 (58)	30.25 (12)	3.87 (61)	1.78 (32)	9.04 (35)
Russell Midcap Growth Index		25.87	-26.72	12.73	35.59	35.47	-4.75	25.27	7.33	-0.20	11.90
Mid-Cap Growth Median		20.48	-28.45	11.85	36.48	33.74	-5.19	24.95	4.99	0.10	7.76
JPMorgan Small Cap Value R6	JSVUX	13.29 (70)	-13.23 (68)	33.00 (38)	6.32 (29)	19.42 (81)	-13.85 (36)	3.40 (94)	30.48 (17)	-7.34 (69)	4.43 (49)
Russell 2000 Value Index		14.65	-14.48	28.27	4.63	22.39	-12.86	7.84	31.74	-7.47	4.22
Small Value Median		15.91	-11.61	31.14	3.53	21.98	-15.20	9.33	25.58	-6.02	4.34
AB Small Cap Growth Z	QUAZX	18.26 (35)	-38.86 (95)	9.72 (50)	54.10 (22)	36.27 (18)	-0.60 (21)	35.03 (7)	6.91 (75)	-1.04 (36)	-1.76 (87)
Russell 2000 Growth Index		18.66	-26.36	2.83	34.63	28.48	-9.31	22.17	11.32	-1.38	5.60
Small Growth Median		16.45	-28.28	9.40	38.01	28.55	-5.13	22.68	10.04	-2.11	3.11
Columbia Overseas Value Inst3	COSYX	16.33 (64)	-5.88 (18)	10.97 (58)	-0.06 (68)	22.61 (13)	-16.38 (55)	30.24 (2)	1.35 (62)	4.40 (4)	-7.00 (71)
MSCI EAFE Value		19.79	-4.95	11.58	-2.10	16.83	-14.26	22.12	5.68	-5.22	-4.92
Foreign Large Value Median		17.84	-9.45	11.69	2.58	18.27	-16.16	22.79	2.37	-3.32	-5.59
ClearBridge International Growth IS	LMGPX	14.41 (76)	-21.11 (27)	4.10 (71)	25.02 (35)	31.53 (23)	-10.02 (19)	35.09 (20)	-2.79 (55)	-3.20 (90)	6.41 (2)
MSCI EAFE Growth Index		17.97	-22.69	11.59	18.68	28.43	-12.48	29.34	-2.66	4.47	-4.06
Foreign Large Growth Median		15.99	-24.82	8.70	22.10	28.05	-13.96	31.07	-2.30	0.44	-3.69
Voya Multi-Manager International Sm Cp I	NAPIX	14.34 (59)	-18.42 (40)	15.89 (12)	15.76 (9)	24.67 (23)	-21.78 (69)	35.51 (24)	-0.33 (57)	8.51 (24)	-5.67 (33)
MSCI EAFE Smid Cap		15.61	-20.43	9.18	11.75	24.92	-16.63	31.27	1.71	6.97	-2.97
Foreign Small/Mid Blend Median		14.73	-18.67	13.03	9.97	22.35	-19.95	33.02	1.30	6.37	-6.06

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
MFS Global Real Estate R6	MGLRX	11.38 (38)	-26.95 (79)	29.86 (19)	2.22 (7)	26.48 (22)	-3.57 (4)	12.97 (41)	7.52 (2)	0.73 (24)	15.23 (23)
S&P Developed Property Index		11.57	-24.32	26.65	-6.20	22.85	-5.93	13.23	5.37	0.87	15.19
Global Real Estate Median		10.90	-25.86	26.50	-4.79	23.58	-5.99	11.82	2.06	-0.47	13.96
Delaware Ivy Global Bond Fund Class R6	IVBDX	7.10 (28)	-8.79 (15)	-0.83 (5)	8.24 (62)	7.94 (31)	-0.09 (13)	5.08 (85)	8.42 (2)	-3.35 (18)	-0.39 (73)
Blmbg. Global Aggregate Index		5.72	-16.25	-4.71	9.20	6.84	-1.19	7.39	2.09	-3.15	0.59
Global Bond Median		6.11	-15.67	-5.01	9.19	6.88	-2.49	7.73	2.71	-4.32	0.88
JHancock Bond R6	JHBSX	6.65 (31)	-14.37 (67)	-0.08 (21)	9.24 (27)	10.50 (17)	-0.83 (52)	5.30 (18)	4.97 (20)	0.25 (27)	6.84 (13)
Blmbg. U.S. Universal Index		6.17	-12.99	-1.10	7.58	9.29	-0.25	4.09	3.91	0.43	5.56
Intermediate Core-Plus Bond Median		6.17	-13.94	-0.86	8.41	9.27	-0.80	4.23	3.79	-0.26	5.58
Transamerica Guaranteed Investment Option		-	-	-	-	-	-	-	-	-	-
Bloomberg U.S. Government 1-3 Year Index		4.32	-3.81	-0.60	3.14	3.59	1.58	0.45	0.87	0.57	0.64
IM U.S. GIC/Stable Value (SA+CF) Median		2.53	1.61	1.43	1.99	2.28	1.94	1.68	1.57	1.43	1.36

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Moderate Portfolio		**10.34**	**-6.76**	**8.51**	**11.13**	**13.60**	**-2.53**	**10.53**	**4.73**	**0.64**	**3.37**
Blended Benchmark		11.49	-10.17	7.26	9.92	13.75	-2.53	8.72	5.35	0.17	3.91
BNY Mellon Dynamic Value Fund Y	DRGYX	12.94 (34)	3.08 (4)	33.71 (4)	3.95 (37)	27.11 (31)	-10.39 (73)	15.17 (64)	18.54 (16)	-2.04 (30)	10.72 (56)
Russell 1000 Value Index		11.46	-7.54	25.16	2.80	26.54	-8.27	13.66	17.34	-3.83	13.45
Large Value Median		11.00	-5.40	26.02	2.73	25.58	-8.86	16.24	14.37	-3.40	11.04
JPMorgan Growth Advantage R6	JGVVX	40.47 (42)	-29.88 (41)	22.50 (47)	54.00 (13)	36.49 (19)	-1.12 (46)	35.83 (8)	1.54 (62)	9.16 (14)	9.94 (58)
Russell 1000 Growth Index		42.68	-29.14	27.60	38.49	36.39	-1.51	30.21	7.08	5.67	13.05
Large Growth Median		39.00	-30.94	21.92	35.65	32.80	-1.50	29.06	2.73	5.07	10.64
MFS Mid Cap Value R6	MVCKX	12.92 (43)	-8.64 (59)	31.00 (29)	4.40 (38)	31.08 (11)	-11.31 (24)	13.84 (44)	15.86 (63)	-2.14 (22)	10.29 (51)
Russell Midcap Value Index		12.71	-12.03	28.34	4.96	27.06	-12.29	13.34	20.00	-4.78	14.75
Mid-Cap Value Median		12.20	-7.97	28.71	2.81	26.78	-13.33	13.44	17.45	-4.20	10.32
Delaware Ivy Mid Cap Growth R6	IGRFX	20.35 (51)	-30.45 (61)	16.91 (23)	48.98 (25)	38.56 (16)	0.36 (12)	27.51 (28)	6.50 (37)	-5.62 (90)	8.08 (45)
Russell Midcap Growth Index		25.87	-26.72	12.73	35.59	35.47	-4.75	25.27	7.33	-0.20	11.90
Mid-Cap Growth Median		20.48	-28.45	11.85	36.48	33.74	-5.19	24.95	4.99	0.10	7.76
Franklin Small Cap Value R6	FRCSX	13.33 (69)	-9.85 (35)	25.97 (79)	5.83 (31)	26.59 (16)	-12.30 (20)	11.12 (34)	30.19 (18)	-7.33 (69)	0.54 (85)
Russell 2000 Value Index		14.65	-14.48	28.27	4.63	22.39	-12.86	7.84	31.74	-7.47	4.22
Small Value Median		15.91	-11.61	31.14	3.53	21.98	-15.20	9.33	25.58	-6.02	4.34
Delaware Ivy Small Cap Growth R6	IRGFX	13.62 (71)	-27.40 (44)	4.34 (72)	39.08 (46)	24.26 (78)	-3.72 (35)	24.25 (42)	14.01 (23)	-1.68 (45)	3.08 (51)
Russell 2000 Growth Index		18.66	-26.36	2.83	34.63	28.48	-9.31	22.17	11.32	-1.38	5.60
Small Growth Median		16.45	-28.28	9.40	38.01	28.55	-5.13	22.68	10.04	-2.11	3.11
Columbia Overseas Value Inst3	COSYX	16.33 (64)	-5.88 (18)	10.97 (58)	-0.06 (68)	22.61 (13)	-16.38 (55)	30.24 (2)	1.35 (62)	4.40 (4)	-7.00 (71)
MSCI EAFE Value		19.79	-4.95	11.58	-2.10	16.83	-14.26	22.12	5.68	-5.22	-4.92
Foreign Large Value Median		17.84	-9.45	11.69	2.58	18.27	-16.16	22.79	2.37	-3.32	-5.59
ClearBridge International Growth IS	LMGPX	14.41 (76)	-21.11 (27)	4.10 (71)	25.02 (35)	31.53 (23)	-10.02 (19)	35.09 (20)	-2.79 (55)	-3.20 (90)	6.41 (2)
MSCI EAFE Growth Index		17.97	-22.69	11.59	18.68	28.43	-12.48	29.34	-2.66	4.47	-4.06
Foreign Large Growth Median		15.99	-24.82	8.70	22.10	28.05	-13.96	31.07	-2.30	0.44	-3.69
JHancock Strategic Income Opps R6	JIPRX	7.73 (69)	-9.95 (39)	1.01 (79)	8.56 (20)	11.09 (34)	-4.99 (92)	5.33 (69)	5.17 (78)	1.32 (11)	4.62 (26)
Blmbg. U.S. Universal Index		6.17	-12.99	-1.10	7.58	9.29	-0.25	4.09	3.91	0.43	5.56
Multisector Bond Median		8.63	-10.71	2.43	6.32	10.47	-2.07	6.41	7.88	-1.83	3.51

The actual net expense ratio is the current expenses being assessed by the fund and indicates that the fund's investment manager with respect to the investment selection has agreed to waive a portion of their management fee and/or provide reimbursements that reduce the Gross Expense Ratio. The waiver and/or reimbursements may be voluntary or contractual and there is no guarantee that they will remain in effect. For important details regarding the fund's expense waiver/reimbursement arrangements, please see the fund prospectus. Please refer to the individual investment information pages that follow for specific investment characteristics and comparative information.

Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Pioneer Bond K	PBFKX	7.05 (20)	-14.29 (64)	0.96 (6)	9.03 (32)	9.35 (48)	-0.48 (35)	4.50 (41)	4.57 (28)	0.48 (19)	6.13 (30)
Blmbg. U.S. Universal Index		6.17	-12.99	-1.10	7.58	9.29	-0.25	4.09	3.91	0.43	5.56
Intermediate Core-Plus Bond Median		6.17	-13.94	-0.86	8.41	9.27	-0.80	4.23	3.79	-0.26	5.58
Transamerica Guaranteed Investment Option		-	-	-	-	-	-	-	-	-	-
Bloomberg U.S. Government 1-3 Year Index		4.32	-3.81	-0.60	3.14	3.59	1.58	0.45	0.87	0.57	0.64
IM U.S. GIC/Stable Value (SA+CF) Median		2.53	1.61	1.43	1.99	2.28	1.94	1.68	1.57	1.43	1.36

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Conservative Portfolio		**6.25**	**-1.77**	**5.09**	**6.03**	**7.77**	**0.18**	**7.10**	**3.20**	**2.69**	**3.34**
Blended Benchmark		7.94	-6.36	3.09	5.92	8.13	-0.51	4.80	2.14	0.68	1.47
BNY Mellon Dynamic Value Fund Y	DRGYX	12.94 (34)	3.08 (4)	33.71 (4)	3.95 (37)	27.11 (31)	-10.39 (73)	15.17 (64)	18.54 (16)	-2.04 (30)	10.72 (56)
Russell 1000 Value Index		11.46	-7.54	25.16	2.80	26.54	-8.27	13.66	17.34	-3.83	13.45
Large Value Median		11.00	-5.40	26.02	2.73	25.58	-8.86	16.24	14.37	-3.40	11.04
AB Large Cap Growth Z	APGZX	35.11 (67)	-28.73 (34)	28.98 (10)	34.46 (54)	34.24 (38)	2.27 (16)	31.80 (29)	3.18 (47)	10.68 (8)	13.56 (20)
Russell 1000 Growth Index		42.68	-29.14	27.60	38.49	36.39	-1.51	30.21	7.08	5.67	13.05
Large Growth Median		39.00	-30.94	21.92	35.65	32.80	-1.50	29.06	2.73	5.07	10.64
Columbia Overseas Value Inst3	COSYX	16.33 (64)	-5.88 (18)	10.97 (58)	-0.06 (68)	22.61 (13)	-16.38 (55)	30.24 (2)	1.35 (62)	4.40 (4)	-7.00 (71)
MSCI EAFE Value		19.79	-4.95	11.58	-2.10	16.83	-14.26	22.12	5.68	-5.22	-4.92
Foreign Large Value Median		17.84	-9.45	11.69	2.58	18.27	-16.16	22.79	2.37	-3.32	-5.59
ClearBridge International Growth IS	LMGPX	14.41 (76)	-21.11 (27)	4.10 (71)	25.02 (35)	31.53 (23)	-10.02 (19)	35.09 (20)	-2.79 (55)	-3.20 (90)	6.41 (2)
MSCI EAFE Growth Index		17.97	-22.69	11.59	18.68	28.43	-12.48	29.34	-2.66	4.47	-4.06
Foreign Large Growth Median		15.99	-24.82	8.70	22.10	28.05	-13.96	31.07	-2.30	0.44	-3.69
Franklin US Government Secs R6	FGORX	4.59 (30)	-10.20 (15)	-1.80 (53)	3.71 (87)	5.87 (48)	0.55 (42)	1.04 (80)	0.95 (57)	1.22 (28)	4.59 (59)
Blmbg. U.S. Government: Intermediate Index		4.30	-7.73	-1.69	5.73	5.20	1.43	1.14	1.05	1.18	2.52
Intermediate Government Median		4.21	-11.86	-1.76	5.78	5.79	0.46	1.58	1.05	0.70	4.80
PIMCO Short-Term Instl	PTSHX	6.08 (28)	-0.10 (53)	0.01 (54)	2.74 (6)	2.73 (63)	1.51 (62)	2.43 (9)	2.57 (6)	1.37 (1)	0.97 (7)
Bloomberg U.S. Government 1-3 Year Index		4.32	-3.81	-0.60	3.14	3.59	1.58	0.45	0.87	0.57	0.64
Ultrashort Bond Median		5.74	-0.01	0.04	1.34	2.93	1.65	1.37	1.26	0.21	0.36
Transamerica Guaranteed Investment Option		-	-	-	-	-	-	-	-	-	-
Bloomberg U.S. Government 1-3 Year Index		4.32	-3.81	-0.60	3.14	3.59	1.58	0.45	0.87	0.57	0.64
IM U.S. GIC/Stable Value (SA+CF) Median		2.53	1.61	1.43	1.99	2.28	1.94	1.68	1.57	1.43	1.36

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Fixed Income Portfolio		**3.83**	**-0.23**	**1.85**	**2.26**	**2.84**	**1.44**	**2.16**	**2.65**	**1.15**	**1.98**
Blended Benchmark		4.95	-4.61	-0.35	3.63	4.38	1.38	1.00	1.61	0.51	1.20
Pioneer Strategic Income K	STRKX	8.61 (51)	-12.71 (81)	2.66 (42)	7.77 (29)	10.65 (46)	-1.49 (40)	5.66 (63)	8.08 (44)	-1.03 (38)	5.12 (20)
Blmbg. U.S. Universal Index		6.17	-12.99	-1.10	7.58	9.29	-0.25	4.09	3.91	0.43	5.56
Multisector Bond Median		8.63	-10.71	2.43	6.32	10.47	-2.07	6.41	7.88	-1.83	3.51
Pioneer Bond K	PBFKX	7.05 (20)	-14.29 (64)	0.96 (6)	9.03 (32)	9.35 (48)	-0.48 (35)	4.50 (41)	4.57 (28)	0.48 (19)	6.13 (30)
Blmbg. U.S. Universal Index		6.17	-12.99	-1.10	7.58	9.29	-0.25	4.09	3.91	0.43	5.56
Intermediate Core-Plus Bond Median		6.17	-13.94	-0.86	8.41	9.27	-0.80	4.23	3.79	-0.26	5.58
PIMCO Short-Term Instl	PTSHX	6.08 (28)	-0.10 (53)	0.01 (54)	2.74 (6)	2.73 (63)	1.51 (62)	2.43 (9)	2.57 (6)	1.37 (1)	0.97 (7)
Bloomberg U.S. Government 1-3 Year Index		4.32	-3.81	-0.60	3.14	3.59	1.58	0.45	0.87	0.57	0.64
Ultrashort Bond Median		5.74	-0.01	0.04	1.34	2.93	1.65	1.37	1.26	0.21	0.36
Invesco Senior Floating Rate R6	OOSIX	11.86 (57)	-0.11 (3)	9.16 (1)	-4.15 (95)	2.69 (98)	-0.67 (66)	4.23 (20)	13.10 (2)	-1.76 (67)	0.86 (43)
Credit Suisse Leveraged Loan Index		13.04	-1.06	5.40	2.78	8.17	1.14	4.25	9.88	-0.38	2.06
Bank Loan Median		12.02	-2.22	4.37	1.57	7.69	-0.29	3.60	8.86	-0.95	0.64
Transamerica Guaranteed Investment Option		-	-	-	-	-	-	-	-	-	-
Bloomberg U.S. Government 1-3 Year Index		4.32	-3.81	-0.60	3.14	3.59	1.58	0.45	0.87	0.57	0.64
IM U.S. GIC/Stable Value (SA+CF) Median		2.53	1.61	1.43	1.99	2.28	1.94	1.68	1.57	1.43	1.36

Percentile Ranks

1-50 51-75 76-100

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Risk Statistics

As of September 30, 2024

	5 Years								
	Standard Deviation	Beta	Alpha	Information Ratio	Tracking Error	R-Squared	Up Capture	Down Capture	Sharpe Ratio
Putnam Large Cap Value R6	18.85	0.95	4.57	1.24	3.11	0.98	105.87	75.27	0.74
Russell 1000 Value Index	19.60	1.00	0.00	-	0.00	1.00	100.00	100.00	0.51
Large Value Median	19.59	0.99	0.61	0.13	3.86	0.97	99.72	94.01	0.53
Touchstone Large Cap Focused R6	18.40	0.96	0.52	-0.06	2.94	0.98	97.98	96.22	0.79
S&P 500 Index	18.95	1.00	0.00	-	0.00	1.00	100.00	100.00	0.77
Large Blend Median	18.95	1.00	-0.99	-0.45	2.99	0.98	97.43	100.98	0.71
Vanguard Institutional Index I	18.95	1.00	-0.03	-3.34	0.01	1.00	99.91	100.06	0.77
S&P 500 Index	18.95	1.00	0.00	-	0.00	1.00	100.00	100.00	0.77
Large Blend Median	18.95	1.00	-0.99	-0.45	2.99	0.98	97.43	100.98	0.71
Vanguard Total Stock Mkt Idx Adm	19.87	1.00	-0.01	-0.44	0.02	1.00	99.99	100.05	0.71
CRSP U.S. Total Market TR Index	19.88	1.00	0.00	-	0.00	1.00	100.00	100.00	0.71
Large Blend Median	18.95	0.95	0.28	-0.15	3.26	0.97	97.51	95.20	0.71
JPMorgan Large Cap Growth R6	23.21	1.01	1.14	0.24	5.92	0.94	100.98	89.16	0.86
Russell 1000 Growth Index	22.15	1.00	0.00	-	0.00	1.00	100.00	100.00	0.84
Large Growth Median	22.37	1.00	-2.38	-0.59	5.07	0.96	93.42	106.61	0.70
JHancock Disciplined Value Mid Cap R6	22.48	0.96	1.69	0.46	2.64	0.99	101.14	92.60	0.52
Russell Midcap Value Index	23.18	1.00	0.00	-	0.00	1.00	100.00	100.00	0.45
Mid-Cap Value Median	23.01	0.98	0.36	0.06	4.40	0.97	99.28	94.79	0.46
Vanguard Mid Cap Index Admiral	22.21	1.00	-0.01	-0.73	0.02	1.00	99.96	100.02	0.50
CRSP U.S. Mid Cap TR Index	22.22	1.00	0.00	-	0.00	1.00	100.00	100.00	0.50
Mid-Cap Blend Median	22.70	1.00	-0.11	0.03	5.40	0.95	99.25	99.37	0.48
AB Discovery Growth Z	26.56	1.08	-1.25	-0.02	6.05	0.95	102.48	106.20	0.43
Russell Midcap Growth Index	23.99	1.00	0.00	-	0.00	1.00	100.00	100.00	0.48
Mid-Cap Growth Median	24.12	0.99	-0.76	-0.16	5.88	0.95	95.22	97.67	0.44
Delaware Small Cap Value R6	27.27	0.98	0.29	-0.01	4.24	0.98	100.34	100.89	0.39
Russell 2000 Value Index	27.62	1.00	0.00	-	0.00	1.00	100.00	100.00	0.39
Small Value Median	27.41	0.98	1.39	0.21	5.38	0.97	101.70	95.49	0.43
Vanguard Small Cap Index Adm	25.16	1.00	0.04	1.80	0.02	1.00	100.11	99.90	0.45
CRSP U.S. Small Cap TR Index	25.16	1.00	0.00	-	0.00	1.00	100.00	100.00	0.44
Small Blend Median	25.77	1.01	-0.47	-0.10	5.03	0.96	99.35	100.71	0.41

Data Source: Morningstar, Inc.

Risk Statistics

As of September 30, 2024

	Standard Deviation	Beta	Alpha	Information Ratio	Tracking Error	R-Squared	Up Capture	Down Capture	Sharpe Ratio
PGIM Jennison Small Company R6	29.23	1.05	4.41	0.59	8.49	0.92	114.81	93.05	0.50
Russell 2000 Growth Index	26.58	1.00	0.00	-	0.00	1.00	100.00	100.00	0.37
Small Growth Median	26.23	0.96	1.03	0.08	6.83	0.94	97.95	91.31	0.39
Dodge & Cox International Stock X	22.59	1.06	-0.11	0.13	4.63	0.96	105.50	105.56	0.41
MSCI EAFE Value	20.80	1.00	0.00	-	0.00	1.00	100.00	100.00	0.42
Foreign Large Value Median	21.34	1.00	-0.62	-0.14	4.93	0.95	97.78	102.87	0.37
Vanguard Total Intl Stock Index Admiral	20.24	1.01	-0.58	-0.43	1.05	1.00	100.09	104.01	0.36
FTSE Global ex USA All Cap Index	19.96	1.00	0.00	-	0.00	1.00	100.00	100.00	0.39
Foreign Large Blend Median	20.23	1.00	-0.40	-0.10	3.80	0.97	100.65	103.70	0.37
BNY Mellon International Stock Fund Y	19.21	0.94	0.23	-0.11	3.34	0.97	96.62	96.90	0.38
MSCI EAFE Growth Index	20.19	1.00	0.00	-	0.00	1.00	100.00	100.00	0.38
Foreign Large Growth Median	21.68	1.04	-0.66	-0.05	5.09	0.95	101.38	102.07	0.34
Invesco International Small-Mid Com R6	24.87	1.06	-0.63	-0.02	4.41	0.97	110.01	116.45	0.24
MSCI EAFE Smid Cap Growth Index	23.07	1.00	0.00	-	0.00	1.00	100.00	100.00	0.27
Foreign Small/Mid Growth Median	24.66	1.04	-0.12	0.06	5.69	0.96	104.69	103.46	0.25
American Funds New Perspective R6	21.26	0.95	-1.31	-0.43	5.08	0.95	93.61	103.22	0.62
MSCI World Growth	21.75	1.00	0.00	-	0.00	1.00	100.00	100.00	0.71
Global Large-Stock Growth Median	21.50	0.94	-2.43	-0.51	6.57	0.91	90.30	104.81	0.55
Goldman Sachs Emerging Markets Eq R6	22.72	1.08	-1.80	-0.24	4.82	0.96	105.48	117.80	0.21
MSCI Emerging Markets Index	20.63	1.00	0.00	-	0.00	1.00	100.00	100.00	0.29
Diversified Emerging Mkts Median	22.00	1.03	-0.86	-0.13	5.63	0.94	101.99	107.84	0.24
Cohen & Steers Realty Shares Z	20.75	0.97	1.43	0.76	1.62	0.99	103.32	95.70	0.30
FTSE NAREIT All Equity REITs	21.26	1.00	0.00	-	0.00	1.00	100.00	100.00	0.24
Real Estate Median	21.02	0.98	0.02	-0.07	3.13	0.98	99.47	100.37	0.23
Vanguard Health Care Adm	13.96	0.89	0.57	-0.17	5.42	0.86	85.11	70.00	0.72
S&P Composite 1500 Healthcare Index	14.57	1.00	0.00	-	0.00	1.00	100.00	100.00	0.75
Health Median	17.69	1.10	-2.09	-0.18	7.42	0.83	99.86	115.00	0.57
Delaware Ivy Science and Technology R6	24.48	0.93	-2.66	-0.67	6.36	0.94	91.78	112.44	0.71
S&P North American Technology Sector	25.40	1.00	0.00	-	0.00	1.00	100.00	100.00	0.86
Technology Median	26.74	1.00	-2.69	-0.49	7.53	0.93	95.61	112.33	0.71

Data Source: Morningstar, Inc.

Risk Statistics

As of September 30, 2024

	Standard Deviation	Beta	Alpha	Information Ratio	Tracking Error	R-Squared	Up Capture	Down Capture	Sharpe Ratio
T. Rowe Price Retirement 2010 I	11.31	1.22	-0.15	0.40	2.73	0.97	120.79	122.05	0.39
S&P Target Date 2010 Index	9.13	1.00	0.00	-	0.00	1.00	100.00	100.00	0.37
Target-Date 2000-2010 Median	9.50	1.04	-0.55	-0.06	1.68	0.98	103.41	107.73	0.34
T. Rowe Price Retirement 2015 I	12.01	1.19	-0.07	0.44	2.58	0.98	117.93	117.51	0.41
S&P Target Date 2015 Index	9.95	1.00	0.00	-	0.00	1.00	100.00	100.00	0.39
Target-Date 2015 Median	10.59	1.06	-0.56	-0.10	1.43	0.99	103.70	107.51	0.35
T. Rowe Price Retirement 2020 I	13.08	1.19	0.00	0.44	2.86	0.98	117.52	115.76	0.43
S&P Target Date 2020 Index	10.84	1.00	0.00	-	0.00	1.00	100.00	100.00	0.40
Target-Date 2020 Median	11.32	1.04	-0.55	-0.05	1.51	0.99	102.75	106.57	0.37
T. Rowe Price Retirement 2025 I	14.41	1.17	-0.13	0.44	2.69	0.99	115.01	114.54	0.45
S&P Target Date 2025 Index	12.21	1.00	0.00	-	0.00	1.00	100.00	100.00	0.43
Target-Date 2025 Median	12.62	1.03	-0.68	-0.23	1.57	0.99	101.34	108.28	0.39
T. Rowe Price Retirement 2030 I	15.82	1.13	-0.19	0.40	2.39	0.99	111.40	111.94	0.48
S&P Target Date 2030 Index	13.91	1.00	0.00	-	0.00	1.00	100.00	100.00	0.47
Target-Date 2030 Median	14.30	1.03	-0.65	-0.30	1.53	0.99	100.75	107.54	0.43
T. Rowe Price Retirement 2035 I	17.08	1.09	-0.15	0.35	2.08	0.99	107.58	108.09	0.51
S&P Target Date 2035 Index	15.66	1.00	0.00	-	0.00	1.00	100.00	100.00	0.51
Target-Date 2035 Median	16.09	1.02	-0.53	-0.21	1.53	0.99	100.53	106.60	0.47
T. Rowe Price Retirement 2040 I	18.06	1.06	-0.16	0.27	2.06	0.99	105.73	106.63	0.53
S&P Target Date 2040 Index	16.89	1.00	0.00	-	0.00	1.00	100.00	100.00	0.53
Target-Date 2040 Median	17.27	1.02	-0.50	-0.12	1.69	0.99	101.16	106.30	0.50
T. Rowe Price Retirement 2045 I	18.72	1.06	-0.09	0.27	2.13	0.99	105.15	105.58	0.55
S&P Target Date 2045 Index	17.63	1.00	0.00	-	0.00	1.00	100.00	100.00	0.55
Target-Date 2045 Median	18.31	1.04	-0.45	-0.05	1.75	0.99	102.25	106.25	0.53
T. Rowe Price Retirement 2050 I	18.77	1.04	-0.14	0.16	2.00	0.99	103.31	104.08	0.55
S&P Target Date 2050 Index	17.98	1.00	0.00	-	0.00	1.00	100.00	100.00	0.56
Target-Date 2050 Median	18.61	1.03	-0.48	-0.14	1.78	0.99	101.29	105.96	0.53
T. Rowe Price Retirement 2055 I	18.81	1.03	-0.17	0.11	1.98	0.99	102.66	103.76	0.55
S&P Target Date 2055 Index	18.14	1.00	0.00	-	0.00	1.00	100.00	100.00	0.56
Target-Date 2055 Median	18.71	1.03	-0.43	-0.10	1.73	0.99	101.21	105.50	0.53

Data Source: Morningstar, Inc.

Risk Statistics

As of September 30, 2024

	Standard Deviation	Beta	Alpha	Information Ratio	Tracking Error	R-Squared	Up Capture	Down Capture	Sharpe Ratio
T. Rowe Price Retirement 2060 I	18.84	1.03	-0.19	0.10	1.95	0.99	102.53	103.77	0.55
S&P Target Date 2060 Index	18.19	1.00	0.00	-	0.00	1.00	100.00	100.00	0.56
Target-Date 2060 Median	18.77	1.03	-0.50	-0.10	1.69	0.99	101.59	105.61	0.53
T. Rowe Price Retirement 2065 I	-	-	-	-	-	-	-	-	-
S&P Target Date 2065+ Index	18.17	1.00	0.00	-	0.00	1.00	100.00	100.00	0.56
Target-Date 2065+ Median	18.94	1.04	-0.39	0.01	1.70	0.99	103.42	106.81	0.54
Vanguard LifeStrategy Income Inv	7.59	1.14	-0.16	0.15	1.42	0.98	111.15	113.12	0.07
Dow Jones U.S. Conservative Index	6.58	1.00	0.00	-	0.00	1.00	100.00	100.00	0.05
Conservative Allocation Median	8.42	1.24	0.40	0.41	2.59	0.95	123.77	119.44	0.17
Vanguard LifeStrategy Cnsrv Gr Inv	10.20	0.97	-0.15	-0.19	1.54	0.98	98.60	102.09	0.32
Dow Jones U.S. Moderately Conservative Index	10.34	1.00	0.00	-	0.00	1.00	100.00	100.00	0.34
Moderately Conservative Allocation Median	10.78	1.02	-0.16	-0.08	2.08	0.97	101.02	104.70	0.32
Vanguard LifeStrategy Growth Inv	16.42	0.93	-0.12	-0.34	2.80	0.98	94.78	98.41	0.52
Dow Jones U.S. Moderately Aggressive Index	17.45	1.00	0.00	-	0.00	1.00	100.00	100.00	0.54
Moderately Aggressive Allocation Median	16.35	0.92	-0.48	-0.47	3.08	0.97	92.92	96.94	0.49
PIMCO International Bond (USD-Hdg) Instl	5.03	0.52	1.74	0.41	4.74	0.79	60.47	35.90	-0.17
Blmbg. Global Aggregate Index	8.62	1.00	0.00	-	0.00	1.00	100.00	100.00	-0.33
Global Bond-USD Hedged Median	6.23	0.67	1.03	0.27	4.01	0.83	71.20	58.59	-0.26
JPMorgan High Yield R6	9.97	0.94	-0.01	-0.24	1.34	0.99	95.29	96.77	0.24
Credit Suisse High Yield Index	10.54	1.00	0.00	-	0.00	1.00	100.00	100.00	0.26
High Yield Bond Median	10.14	0.95	-0.24	-0.31	1.67	0.98	94.42	98.30	0.22
Vanguard Total Bond Market Index Adm	6.50	1.00	-0.05	-0.34	0.16	1.00	99.23	100.30	-0.29
Blmbg. U.S. Aggregate Float Adjusted	6.51	1.00	0.00	-	0.00	1.00	100.00	100.00	-0.28
Intermediate Core Bond Median	6.59	0.99	0.05	0.03	1.23	0.97	99.23	99.30	-0.27
MFS Total Return Bond R6	7.14	1.07	0.43	0.27	1.77	0.94	108.95	100.07	-0.13
Blmbg. U.S. Universal Index	6.50	1.00	0.00	-	0.00	1.00	100.00	100.00	-0.22
Intermediate Core-Plus Bond Median	7.10	1.06	0.01	0.03	1.89	0.94	103.86	103.67	-0.20
Lord Abbett Short Duration Income R6	4.41	0.84	0.89	0.16	3.91	0.22	121.60	100.63	0.00
Bloomberg U.S. Gov/Credit 1-3 Year Index	2.49	1.00	0.00	-	0.00	1.00	100.00	100.00	-0.28
Short-Term Bond Median	3.56	0.99	0.14	0.12	2.44	0.57	118.87	119.26	-0.09

Data Source: Morningstar, Inc.

Risk Statistics

As of September 30, 2024

	Standard Deviation	Beta	Alpha	Information Ratio	Tracking Error	R-Squared	Up Capture	Down Capture	Sharpe Ratio
Transamerica Guaranteed Investment Option	-	-	-	-	-	-	-	-	-
Bloomberg U.S. Government 1-3 Year Index	2.60	1.00	0.00	-	0.00	1.00	100.00	100.00	-0.36
IM U.S. GIC/Stable Value (SA+CF) Median	0.22	0.05	1.92	0.20	2.47	0.42	54.99	-47.06	-0.30

Data Source: Morningstar, Inc.

Actual Correlation Matrix

5 Years Ending September 30, 2024

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
A	1.00																								
B	0.91	1.00																							
C	0.92	0.98	1.00																						
D	0.93	0.98	1.00	1.00																					
E	0.76	0.91	0.93	0.93	1.00																				
F	0.97	0.88	0.89	0.91	0.73	1.00																			
G	0.95	0.93	0.95	0.97	0.86	0.95	1.00																		
H	0.77	0.83	0.86	0.89	0.89	0.79	0.90	1.00																	
I	0.93	0.82	0.82	0.85	0.66	0.97	0.91	0.75	1.00																
J	0.93	0.88	0.90	0.93	0.80	0.96	0.98	0.90	0.95	1.00															
K	0.91	0.87	0.88	0.91	0.80	0.94	0.96	0.89	0.92	0.98	1.00														
L	0.90	0.81	0.80	0.81	0.62	0.89	0.84	0.65	0.86	0.85	0.82	1.00													
M	0.90	0.88	0.88	0.89	0.75	0.89	0.90	0.77	0.84	0.89	0.87	0.95	1.00												
N	0.77	0.84	0.86	0.85	0.78	0.74	0.82	0.76	0.66	0.76	0.73	0.76	0.89	1.00											
O	0.82	0.87	0.89	0.90	0.82	0.81	0.90	0.87	0.75	0.86	0.84	0.74	0.87	0.92	1.00										
P	0.88	0.96	0.97	0.97	0.93	0.85	0.93	0.88	0.79	0.89	0.88	0.83	0.92	0.90	0.91	1.00									
Q	0.68	0.71	0.70	0.72	0.67	0.68	0.75	0.70	0.66	0.74	0.74	0.79	0.88	0.75	0.70	0.80	1.00								
R	0.82	0.84	0.87	0.87	0.74	0.83	0.89	0.77	0.78	0.84	0.84	0.75	0.83	0.80	0.84	0.85	0.68	1.00							
S	0.74	0.76	0.78	0.78	0.72	0.66	0.74	0.69	0.58	0.69	0.69	0.61	0.70	0.77	0.80	0.76	0.51	0.68	1.00						
T	0.77	0.90	0.92	0.93	0.95	0.74	0.86	0.88	0.69	0.82	0.79	0.69	0.81	0.85	0.83	0.94	0.73	0.77	0.70	1.00					
U	0.58	0.66	0.69	0.69	0.66	0.61	0.70	0.68	0.57	0.67	0.65	0.54	0.68	0.70	0.74	0.71	0.65	0.70	0.45	0.70	1.00				
V	0.81	0.78	0.81	0.83	0.72	0.84	0.87	0.78	0.81	0.87	0.87	0.76	0.83	0.71	0.80	0.81	0.73	0.79	0.57	0.75	0.80	1.00			
W	0.39	0.53	0.54	0.54	0.55	0.40	0.53	0.57	0.36	0.48	0.44	0.42	0.59	0.71	0.69	0.61	0.59	0.60	0.47	0.61	0.81	0.56	1.00		
X	0.57	0.66	0.68	0.69	0.68	0.58	0.70	0.70	0.54	0.66	0.64	0.59	0.74	0.77	0.78	0.74	0.73	0.73	0.54	0.72	0.89	0.76	0.95	1.00	
Y	0.64	0.64	0.64	0.66	0.60	0.66	0.70	0.63	0.65	0.70	0.74	0.67	0.73	0.56	0.64	0.67	0.72	0.65	0.42	0.60	0.78	0.87	0.56	0.77	1.00

A	=	Putnam Large Cap Value R6
B	=	Touchstone Large Cap Focused R6
C	=	Vanguard Institutional Index I
D	=	Vanguard Total Stock Mkt Idx Adm
E	=	JPMorgan Large Cap Growth R6
F	=	JHancock Disciplined Value Mid Cap R6
G	=	Vanguard Mid Cap Index Admiral
H	=	AB Discovery Growth Z
I	=	Delaware Small Cap Value R6
J	=	Vanguard Small Cap Index Adm
K	=	PGIM Jennison Small Company R6
L	=	Dodge & Cox International Stock X
M	=	Vanguard Total Intl Stock Index Admiral
N	=	BNY Mellon International Stock Fund Y
O	=	Invesco International Small-Mid Com R6
P	=	American Funds New Perspective R6
Q	=	Goldman Sachs Emerging Markets Eq R6
R	=	Cohen & Steers Realty Shares Z
S	=	Vanguard Health Care Adm
T	=	Delaware Ivy Science and Technology R6
U	=	PIMCO International Bond (USD-Hdg) Instl
V	=	JPMorgan High Yield R6
W	=	Vanguard Total Bond Market Index Adm
X	=	MFS Total Return Bond R6
Y	=	Lord Abbett Short Duration Income R6

Low correlation, most diversified

Moderate correlation, some diversification

High correlation, few diversification benefits

Consolidated Analysis Disclosures

As of September 30, 2024

Extended Performance - In situations where performance is quoted for a period that extends beyond the inception date of the share class for a fund, please note that the share results prior to the date of first sale are hypothetical based on adjustments made to the historical monthly returns of the oldest share class to reflect the increase in fees of the indicated share class. Adjustments are not made to the historical returns if the new share class has lower fees.

The performance data contained herein represents past performance, which does not guarantee future results. Investment returns and principal value will fluctuate so that shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data quoted. Please contact USI Advisors at (860) 633 - 5283 or toll free at (866) 305-8847 to obtain data current to the most recent month end (if it is not provided in this report). The fund performance information shown does not reflect the deduction of any initial sales charges, as these charges are not applicable to eligible retirement plans. Had these sales charges been deducted, results would have been lower than shown.

Government MM Funds:
You could lose money by investing in a money market fund. Although the fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund's sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time. The fund's sponsor will not impose a fee upon the sale of your shares, nor will it temporarily suspend your ability to sell shares if the fund's weekly liquid assets fall below 30% of its total assets because of market conditions or other factors.

Retail MM Funds:
You could lose money by investing in a money market fund. Although the fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. The fund may impose a fee upon the sale of your shares or may temporarily suspend your ability to sell shares if the Fund's liquidity falls below required minimums because of market conditions or other factors. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The funds sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

Institutional MM Funds:
You could lose money by investing in a money market fund. Because the share price of the fund will fluctuate, when you sell your shares they may be worth more or less than what you originally paid for them. The fund may impose a fee upon the sale of your shares or may temporarily suspend your ability to sell shares if the fund's liquidity falls below required minimums because of market conditions or other factors. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund's sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

You should consider the investment objectives, risks, and charges and expenses of the investment options carefully before investing. The prospectuses and other comparable documents contain this and other information about the investment options. They may be obtained by calling USI Advisors at (860) 633-5283 or toll free at (866) 305-8847. You should read the prospectuses and/or other comparable documents carefully before investing.

All investment-related charts and data provided through Morningstar and Lipper (holdings related data only).
Fixed Income Credit Ratings (listed on the investment fact sheets): The credit quality ratings for underlying fixed-income holdings within the portfolio are assigned by either Standard & Poor's or Moody's and then reported by the investment company, along with the allocation as a percentage of overall fixed-income holdings, to Morningstar.

For Morningstar Category Classification Definitions and Investment Definitions, please visit www.usiadvisorsinc.com.

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Investment Advice for institutional accounts provided by USI Advisors, Inc.
95 Glastonbury Blvd., Glastonbury, CT 06033

IMPORTANT DISCLOSURES:

For additional information made publicly available by the fund's sponsor, including performance data to the most recent month-end, please visit the fund's Website. All total returns for the funds listed assume the reinvestment of all dividends and capital gains distributions at net asset value when paid. Furthermore, the total returns do not reflect the deduction of any initial sales charges as these charges are not applicable to eligible retirement plans. Had these sales charges been deducted, results would have been lower than shown. In certain circumstances, a back-end sales charge may be assessed upon redemption of shares within a particular timeframe. Please refer to the prospectus and/or statement of

additionalinformation for specific details. Please note that there are other charges and expenses that apply to the investment options, such as management fees, which are reflected in their net investment return. For certain investment options, the returns reflect subsidies and waivers, without which the results would have been lower than noted. These subsidies and waivers may not continue to remain in effect. Please note that certain funds will charge a redemption fee for short-term trading. The returns shown do not reflect short-term trading fees; if included, results would have been less than shown.

The stable value funds identified are structured either as collective trust funds or insurance company separate accounts, but are not mutual funds; consequently, they are not registered with or regulated by the U.S. Securities and Exchange Commission. Those established as collective trusts are typically operated and offered by banks and/or trust companies or their affiliates and are regulated by banking regulators. Those established as insurance company separate accounts are typically operated by insurance companies and are regulated by state insurance departments. For a copy of the stable value fund's "Summary Information Booklet" and/or information flyer, please call USI Advisors at (860) 633-5283.

The Model Portfolios identified are not mutual funds or securities in and of themselves, rather they are asset allocation models comprised of several complementary investments. The component investments that make up the Model Portfolios are identified in the accompanying performance summary sheets, along with their percentage allocation in respect to the Model and their individual performance. The Plan Sponsor makes the Model Portfolio(s) available for the convenience of Plan Participants; however, the Plan Sponsor generally does not permit Plan Participants to invest retirement plan contributions directly into the individual investments that constitute the Models. Plan Participants may only gain access to the underlying investments by allocating their contributions to the Model Portfolio(s).

Investments identified as Separately Managed Accounts ("SMA"), if any, are not registered mutual funds and are not offered to the Plan through USI Securities, Inc. SMAs are privately managed investment accounts that have various investment objectives, differing degrees of risk, and utilize varying investment strategies. Detailed information on each SMA available to your Plan is available directly from the Registered Investment Advisor with whom the Plan Sponsor has contracted to manage the SMA. USI Advisors receives performance data from the Plan Sponsor or the SMA firm and consolidates this information into this report for the convenience, and at the request, of the Plan Sponsor.

An index is a measure of value changes in a representative grouping of stocks, bonds, or other securities. Indexes are used primarily for comparative performance measurement and as a gauge of movements in financial markets. You can not invest directly in an index and, for comparative purposes; they do not reflect the effect of the various fees inherent in actual investment vehicles.

RISKS:

Investing in mutual funds, which are intended as long-term investments, involves risk, including the possible loss of principal. It is important to understand that certain types of securities and/or investment strategies employed by mutual funds may expose an investor to additional inherent risks. Investments in **foreign securities** are subject to special additional risks, including currency risk, political risk, and risk associated with varying accounting standards. Funds invested in **emerging markets** may accentuate these risks. **Sector funds** (those funds that invest exclusively in one sector or industry), such as technology or real estate stocks, are subject to substantial volatility due to adverse political, economic, or other developments and may carry additional risk resulting from lack of industry diversification. **Non-diversified** funds, which invest more of their assets in a single issuer, may experience substantial volatility due to the increased concentration of investments. Funds that invest in **small or mid-capitalization companies** may experience a greater degree of market volatility, and potential for business failure, than those of large-capitalization stocks and are riskier investments. **Bond funds** have the same interest rate, inflation, and credit risks as associated with the underlying bonds owned by the fund. Generally, the value of bond funds rises when prevailing interest rates fall and falls when interest rates rise. Funds that invest in lower-rated debt securities, commonly referred to as **high yield or junk bonds**, have additional risks and may be subject to greater market fluctuations and risk of loss of income and principal (relative to higher-rated securities), due to the lower credit quality of the securities and increased risk of default. Bear in mind that higher return potential is accompanied by higher risk.

Although diversification is not a guarantee against loss, it is an effective strategy to help you manage risk. There is no guarantee that a diversified portfolio will outperform a non-diversified portfolio. There are no assurances that your investment objectives will be achieved.

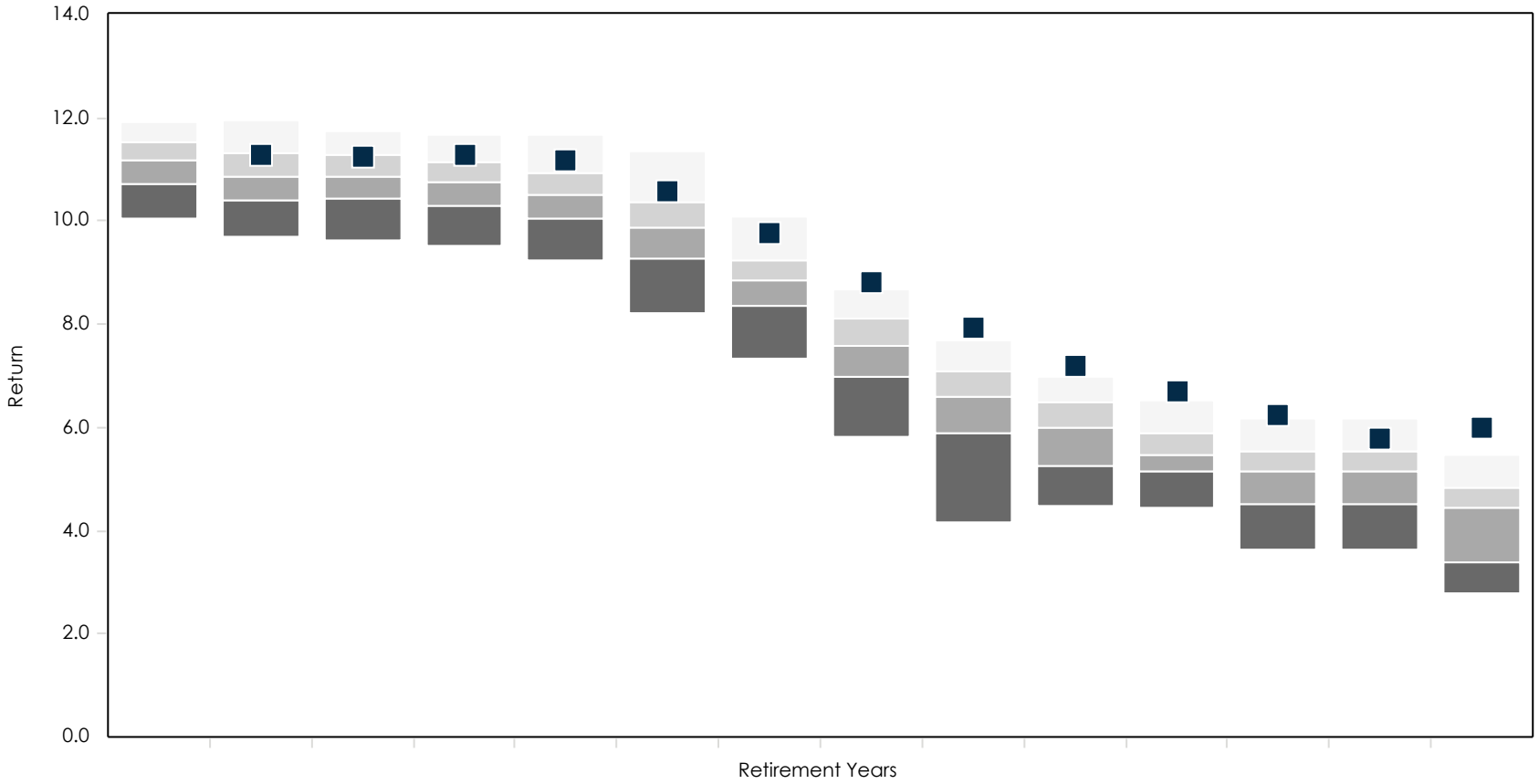
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Target Date Fund Family Overview

5 Years Ending September 30, 2024

Peer Group Retirement Years Performance

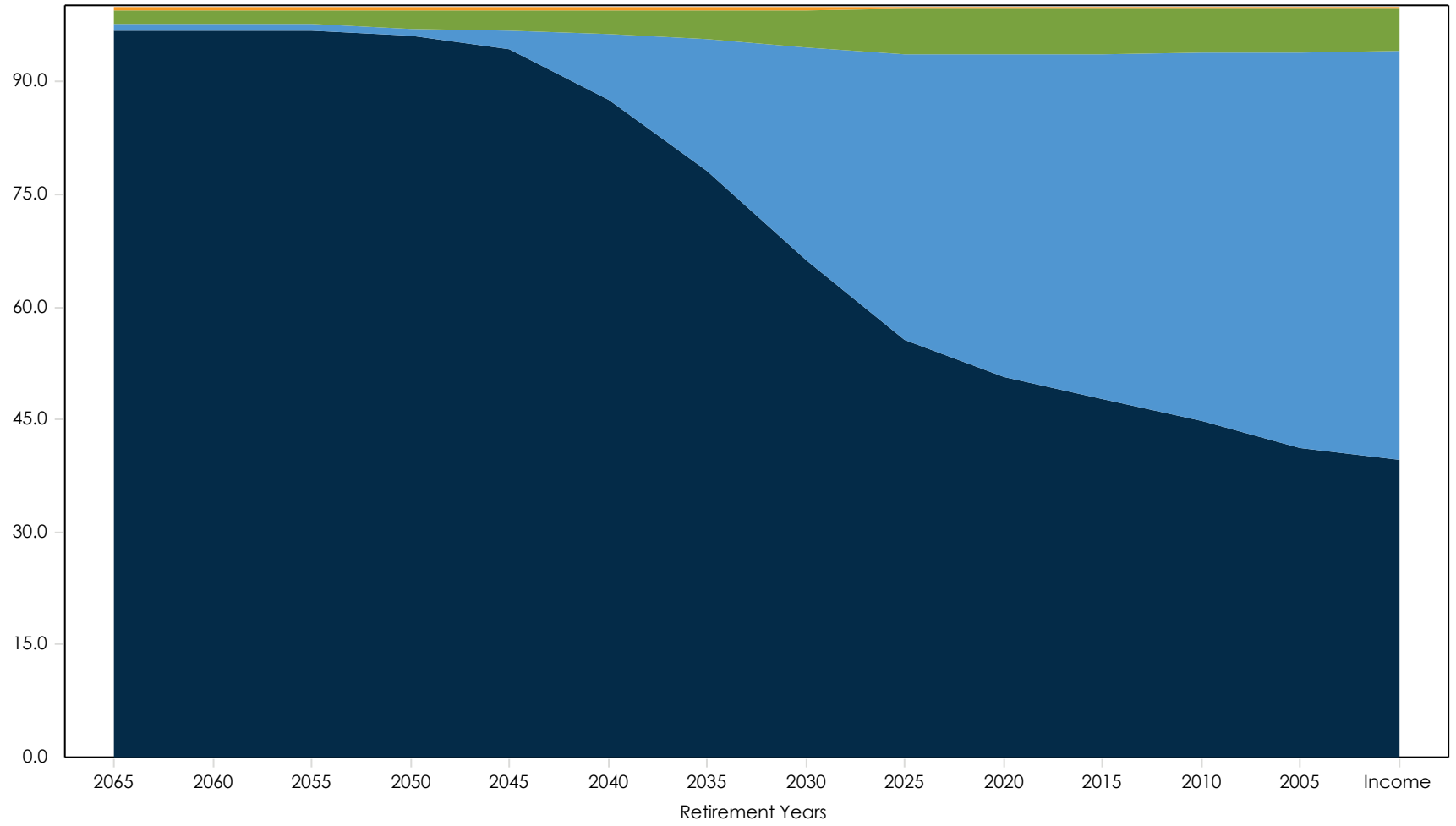


	2065	2060	2055	2050	2045	2040	2035	2030	2025	2020	2015	2010	2005	Income
■ T. Rowe Price Retirement I	-	11.27 (30)	11.25 (28)	11.27 (20)	11.17 (17)	10.57 (19)	9.78 (11)	8.82 (3)	7.93 (1)	7.20 (1)	6.68 (1)	6.23 (2)	5.77 (18)	5.99 (1)
5th Percentile	11.92	11.95	11.76	11.67	11.66	11.35	10.10	8.69	7.69	6.99	6.53	6.16	6.16	5.48
1st Quartile	11.53	11.32	11.28	11.16	10.92	10.35	9.25	8.12	7.10	6.47	5.88	5.54	5.54	4.82
Median	11.16	10.85	10.85	10.74	10.53	9.87	8.85	7.59	6.60	5.99	5.48	5.15	5.15	4.45
3rd Quartile	10.71	10.42	10.44	10.28	10.05	9.27	8.35	7.00	5.89	5.25	5.14	4.51	4.51	3.40
95th Percentile	10.03	9.71	9.64	9.52	9.25	8.21	7.35	5.83	4.17	4.47	4.45	3.63	3.63	2.80
Population	35	171	180	183	180	184	180	190	187	141	105	89	89	137

The underlying investment mix of target date funds is designed to change as you get closer to your retirement date. The portfolio moves from a more aggressive, growth-oriented strategy during your accumulation phase to a more conservative, preservation oriented strategy as you near retirement. Target date funds are intended as long-term investments which involve risk, including the possible loss of principal. The principal value of the fund(s) is not guaranteed at any time, including at the target date.

Target Date Fund Family Overview

Retirement Years Allocation - Data as of September 30, 2024

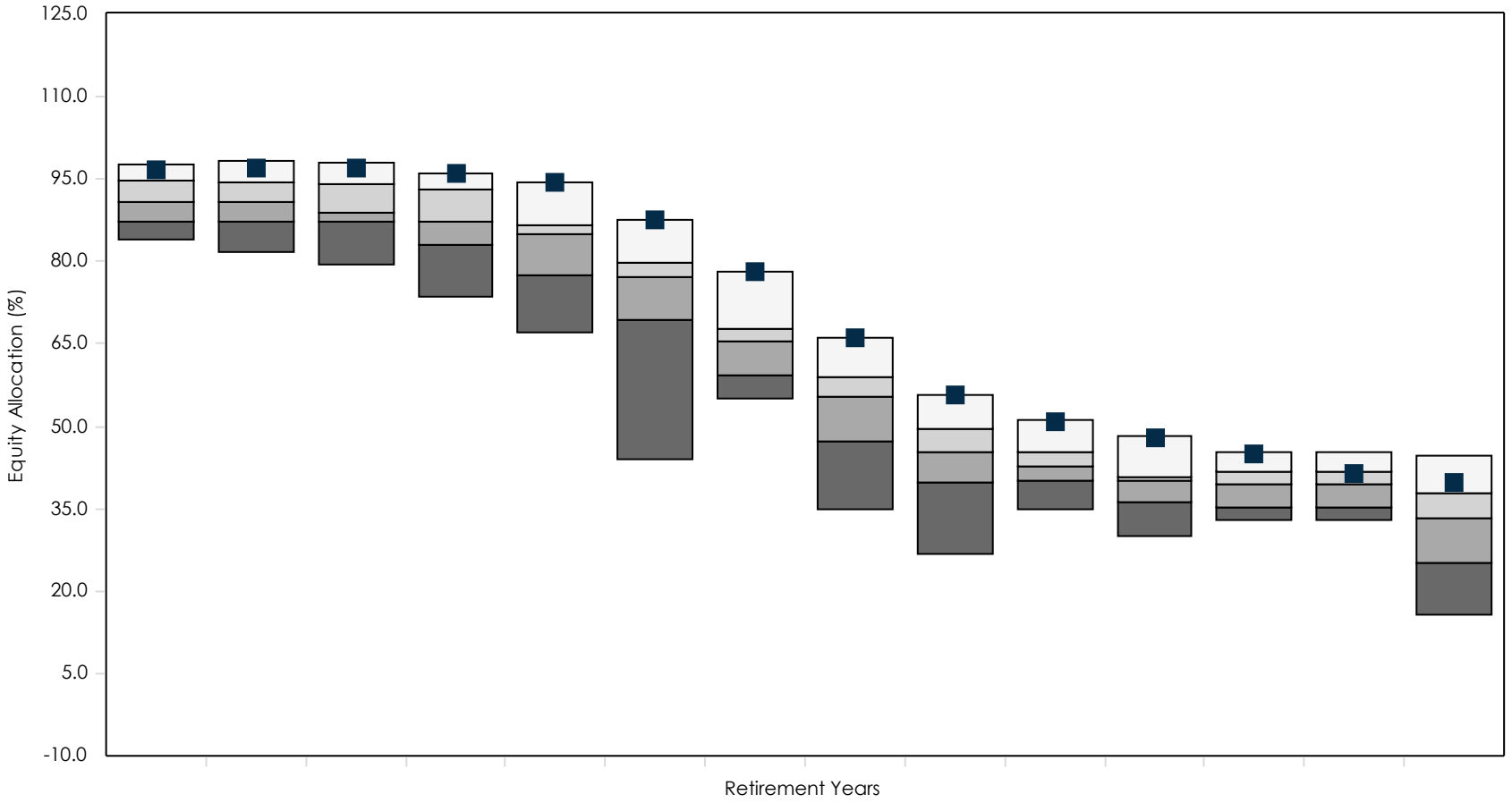


	2065	2060	2055	2050	2045	2040	2035	2030	2025	2020	2015	2010	2005	Income
Equity	96.86	96.91	96.90	96.14	94.36	87.62	78.24	66.19	55.55	50.68	47.79	44.92	41.27	39.64
Fixed Income	0.88	0.89	0.87	0.93	2.58	8.86	17.54	28.36	38.15	42.93	46.01	49.05	52.66	54.40
Cash	1.74	1.67	1.70	2.40	2.54	3.03	3.77	5.05	5.97	6.09	5.92	5.76	5.82	5.72
Other	0.52	0.53	0.53	0.53	0.52	0.49	0.45	0.40	0.33	0.30	0.28	0.27	0.25	0.24

The underlying investment mix of target date funds is designed to change as you get closer to your retirement date. The portfolio moves from a more aggressive, growth-oriented strategy during your accumulation phase to a more conservative, preservation oriented strategy as you near retirement. Target date funds are intended as long-term investments which involve risk, including the possible loss of principal. The principal value of the fund(s) is not guaranteed at any time, including at the target date.

Target Date Fund Family Overview

As of September 30, 2024



	2065	2060	2055	2050	2045	2040	2035	2030	2025	2020	2015	2010	2005	Income
■ T. Rowe Price Retirement I	96.9 (10)	96.9 (11)	96.9 (8)	96.1 (5)	94.4 (5)	87.6 (5)	78.2 (5)	66.2 (5)	55.6 (7)	50.7 (14)	47.8 (10)	44.9 (12)	41.3 (39)	39.6 (21)
5th Percentile	97.8	98.2	97.9	96.1	94.4	87.6	78.2	66.2	55.8	51.3	48.3	45.4	45.4	44.6
1st Quartile	94.8	94.3	94.2	93.0	86.8	79.7	67.9	58.9	49.6	45.3	40.6	41.7	41.7	37.7
Median	90.8	90.9	88.8	87.2	85.1	77.1	65.6	55.5	45.4	42.8	40.2	39.5	39.5	33.4
3rd Quartile	87.2	87.3	87.2	83.1	77.5	69.3	59.3	47.1	39.9	40.2	36.1	35.3	35.3	25.3
95th Percentile	84.0	81.8	79.4	73.4	67.2	44.0	55.0	34.9	26.6	34.8	29.9	33.0	33.0	15.8
Population	137	130	129	132	129	132	129	134	119	81	65	51	51	85

The underlying investment mix of target date funds is designed to change as you get closer to your retirement date. The portfolio moves from a more aggressive, growth-oriented strategy during your accumulation phase to a more conservative, preservation oriented strategy as you near retirement. Target date funds are intended as long-term investments which involve risk, including the possible loss of principal. The principal value of the fund(s) is not guaranteed at any time, including at the target date.

Target Date Fund Family Overview

As of September 30, 2024

Retirement Years Asset Allocation - Data as of September 30, 2024														
	2065	2060	2055	2050	2045	2040	2035	2030	2025	2020	2015	2010	2005	Income
US Equity	**64.6**	**64.1**	**64.3**	**64.1**	**63.0**	**58.7**	**52.5**	**43.3**	**34.7**	**31.3**	**29.5**	**27.1**	**24.9**	**-**
T. Rowe Price Equity Index 500 Z	10.7	10.2	10.3	10.4	10.3	9.6	8.5	7.0	5.6	5.0	4.8	4.0	3.7	-
T. Rowe Price Growth Stock Z	14.6	14.6	14.6	14.5	14.3	13.3	11.8	9.7	7.8	7.0	6.6	6.2	5.7	-
T. Rowe Price Mid-Cap Growth Z	3.8	3.8	3.8	3.7	3.7	3.4	3.1	2.6	2.1	1.8	1.7	1.6	1.5	-
T. Rowe Price Mid-Cap Value Z	3.5	3.5	3.5	3.5	3.5	3.2	2.9	2.5	2.0	1.8	1.7	1.5	1.4	-
T. Rowe Price New Horizons Z	1.6	1.5	1.5	1.5	1.5	1.4	1.2	1.1	0.9	0.8	0.8	0.7	0.7	-
T. Rowe Price Small-Cap Stock Z	2.1	2.2	2.2	2.2	2.2	2.1	1.8	1.5	1.2	1.0	1.0	0.9	0.8	-
T. Rowe Price Small-Cap Value Z	2.1	2.1	2.1	2.1	2.1	2.0	1.8	1.5	1.2	1.1	1.1	1.0	0.9	-
T. Rowe Price US Large-Cap Core Z	10.4	10.4	10.4	10.3	10.2	9.5	8.5	6.9	5.5	5.0	4.7	4.4	4.1	-
T. Rowe Price Value Z	15.8	15.9	15.9	15.8	15.5	14.4	12.8	10.6	8.5	7.7	7.2	6.8	6.2	-
International Equity	**5.2**	**5.2**	**5.2**	**5.2**	**5.1**	**4.7**	**4.3**	**3.6**	**2.9**	**2.5**	**2.4**	**2.2**	**2.1**	**-**
T. Rowe Price Em Mkts Discv Stk Z	2.9	2.9	2.9	2.9	2.9	2.7	2.4	2.0	1.6	1.4	1.3	1.2	1.1	-
T. Rowe Price Emerging Markets Stock Z	2.3	2.3	2.3	2.3	2.2	2.1	1.9	1.6	1.3	1.2	1.1	1.0	0.9	-
Global Equity	**29.0**	**29.0**	**29.0**	**28.8**	**28.3**	**26.3**	**23.7**	**19.7**	**16.1**	**14.5**	**13.6**	**12.7**	**11.7**	**-**
T. Rowe Price International Stock Z	7.0	7.0	7.0	6.9	6.8	6.3	5.7	4.6	3.7	3.4	3.2	3.0	2.7	-
T. Rowe Price International Value Eq Z	7.6	7.6	7.6	7.5	7.4	6.9	6.2	5.1	4.1	3.7	3.5	3.3	3.0	-
T. Rowe Price Overseas Stock Z	7.8	7.8	7.8	7.7	7.6	7.1	6.5	5.4	4.3	3.9	3.6	3.4	3.1	-
T. Rowe Price Real Assets Z	6.6	6.6	6.6	6.6	6.5	6.0	5.4	4.6	3.9	3.6	3.3	3.2	2.9	-
US Fixed Income	**1.2**	**1.4**	**1.3**	**1.7**	**3.1**	**8.2**	**15.3**	**24.6**	**33.5**	**38.2**	**41.0**	**44.6**	**48.0**	**-**
T. Rowe Price Dynamic Global Bond Z	0.1	0.1	0.1	0.1	0.2	0.8	1.6	2.3	2.8	3.1	3.1	3.3	3.5	-
T. Rowe Price Ltd Dur Infl Focus Bd Z	0.2	0.2	0.2	0.2	0.2	0.2	0.2	4.3	9.1	11.4	13.4	15.4	17.4	-
T. Rowe Price New Income Z	0.3	0.3	0.3	0.4	1.2	3.9	7.9	10.9	13.1	14.1	14.6	15.0	15.7	-
T. Rowe Price US Treasury Money Z	0.4	0.5	0.4	0.8	0.7	0.7	0.8	0.7	0.9	1.3	1.2	2.0	2.1	-
T. Rowe Price US Trs Long-Term Idx Z	0.2	0.2	0.2	0.2	0.8	1.8	3.2	3.5	3.3	3.3	3.3	3.3	3.3	-
T. Rowe Price Floating Rate Z	-	-	-	-	-	0.2	0.4	0.7	0.9	0.9	1.0	1.0	1.1	-
T. Rowe Price High Yield Z	-	-	-	-	-	0.5	1.3	2.0	2.5	2.9	3.1	3.2	3.4	-
T. Rowe Price Dynamic Credit Z	-	-	-	-	-	-	-	0.3	1.0	1.2	1.2	1.3	1.4	-
International Fixed Income	**-**	**-**	**-**	**-**	**-**	**0.5**	**1.3**	**2.1**	**2.7**	**3.1**	**3.3**	**3.4**	**3.7**	**-**
T. Rowe Price Emerging Markets Bond Z	-	-	-	-	-	0.5	1.3	2.1	2.7	3.1	3.3	3.4	3.7	-
Global Fixed Income	**0.1**	**0.1**	**0.1**	**0.1**	**0.4**	**1.3**	**2.6**	**3.8**	**4.6**	**5.0**	**5.1**	**5.2**	**5.5**	**-**
T. Rowe Price Intl Bd (USD Hdgd) Z	0.1	0.1	0.1	0.1	0.4	1.3	2.6	3.8	4.6	5.0	5.1	5.2	5.5	-
US Hedge Fund	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**2.8**	**5.2**	**5.3**	**5.0**	**4.7**	**4.3**	**-**
T. Rowe Price Hedged Equity Z	-	-	-	-	-	-	-	2.8	5.2	5.3	5.0	4.7	4.3	-
Other	**0.0**	**0.2**	**0.2**	**0.2**	**0.3**	**0.2**	**0.2**	**0.2**	**0.2**	**0.3**	**0.3**	**0.0**	**0.0**	**-**
Total	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**-**

Putnam Large Cap Value R6

Benchmark: Russell 1000 Value Index **Category:** Large Value **Report Date:** 9/30/2024

Fund Information

Ticker	PEQSX
Fund Inception	07/02/2012
Fund Assets	32,633 Million
Portfolio Assets	6,038 Million
Total # of Holdings	103
% in Top 10	26.15 %
PM	DeMore,L/Jaroch,D
PM Tenure	12 Years 1 Month
Turnover	12.00 %
Net Expense (%)	0.55 %
SEC Yield	1.41 %

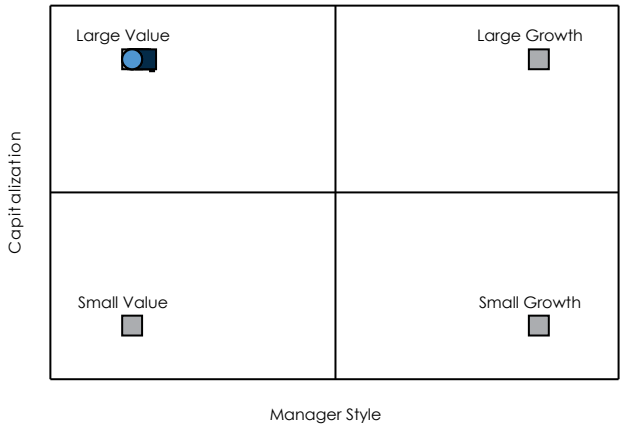
Portfolio Characteristics

Total Securities	103
Avg. Market Cap	$120,405 Million
P/E	16.6
P/B	2.3
Div. Yield	2.1%

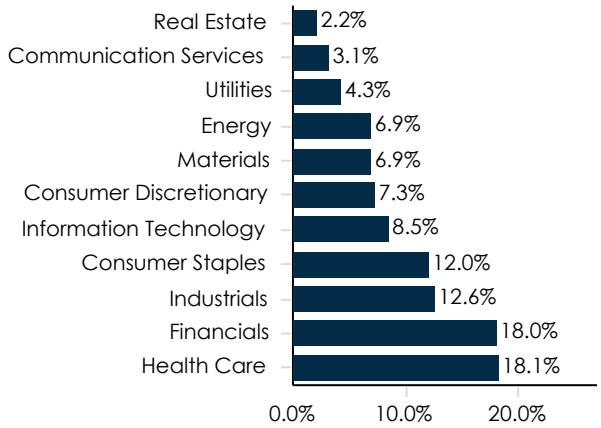
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	6.83 (73)	33.60 (6)	13.81 (2)	15.13 (3)	11.91 (2)	15.75 (18)	-2.75 (24)	27.32 (36)	6.19 (23)
Benchmark	9.43	27.76	9.03	10.69	9.23	11.46	-7.54	25.16	2.80
Category	8.05	27.06	9.66	11.12	9.23	11.00	-5.40	26.02	2.73

5 Year Style Map



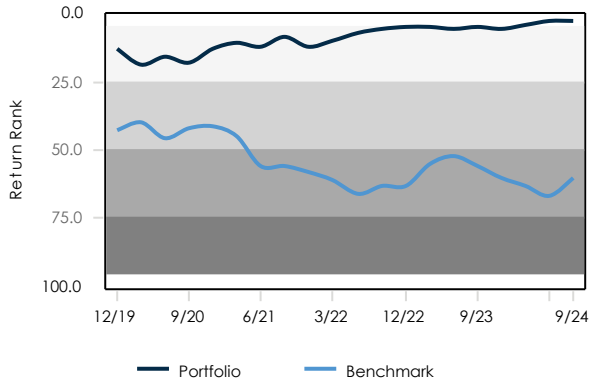
Sector Weights (%)



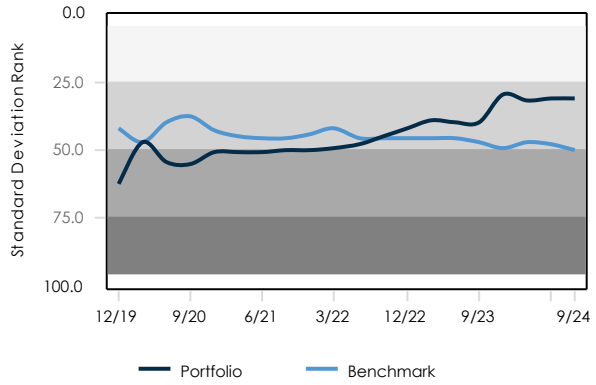
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	4.52	0.95	1.50	2.54	0.98	61.67	102.14	84.19	0.76

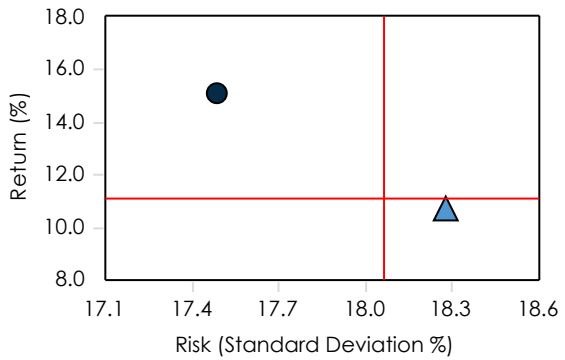
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	15.1	17.5
Benchmark	10.7	18.3
Median	11.1	18.1

Touchstone Large Cap Focused R6

Benchmark: S&P 500 Index **Category:** Large Blend **Report Date:** 9/30/2024

Fund Information

Ticker	TSRLX
Fund Inception	10/28/2021
Fund Assets	3,458 Million
Portfolio Assets	67 Million
Total # of Holdings	47
% in Top 10	49.53 %
PM	Wilhelm,J
PM Tenure	6 Years 11 Months
Turnover	6.00 %
Net Expense (%)	0.67 %
SEC Yield	-

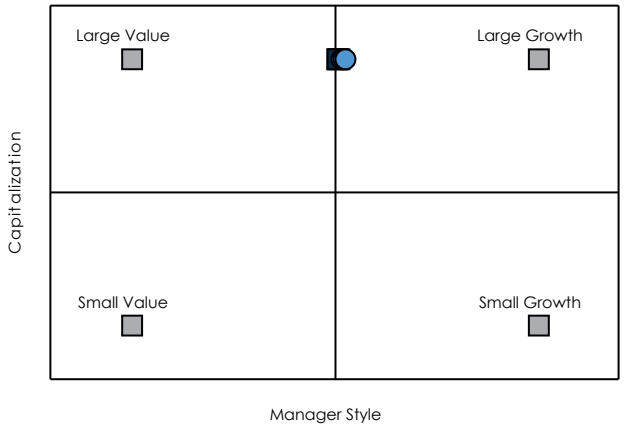
Portfolio Characteristics

Total Securities	47
Avg. Market Cap	$435,246 Million
P/E	20.6
P/B	3.9
Div. Yield	1.3%

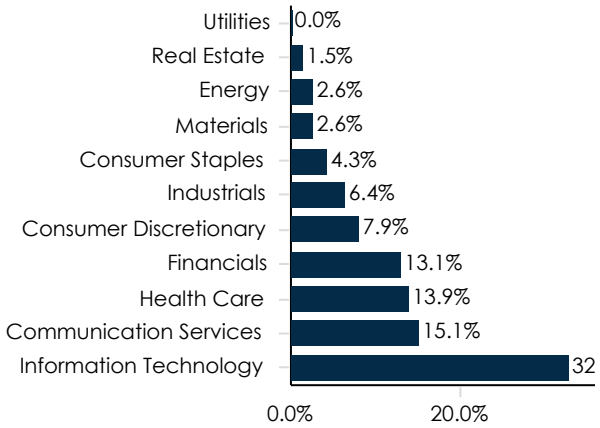
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	6.15 (33)	30.40 (78)	9.45 (71)	15.92 (20)	13.22 (13)	25.45 (42)	-17.27 (43)	25.37 (68)	23.83 (7)
Benchmark	5.89	36.35	11.91	15.98	13.38	26.29	-18.11	28.71	18.40
Category	5.79	34.79	10.73	14.87	12.11	24.49	-18.15	26.80	17.33

5 Year Style Map



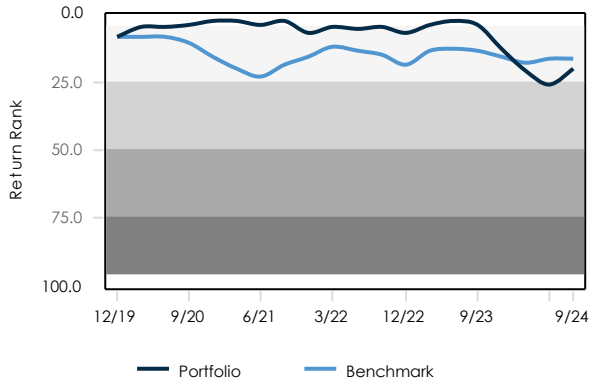
Sector Weights (%)



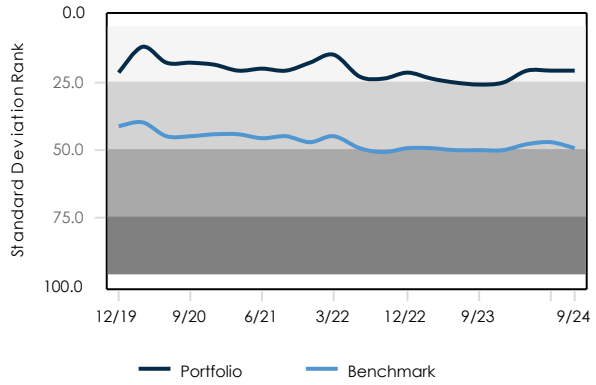
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	0.52	0.96	-0.04	3.13	0.97	55.00	97.84	96.65	0.81

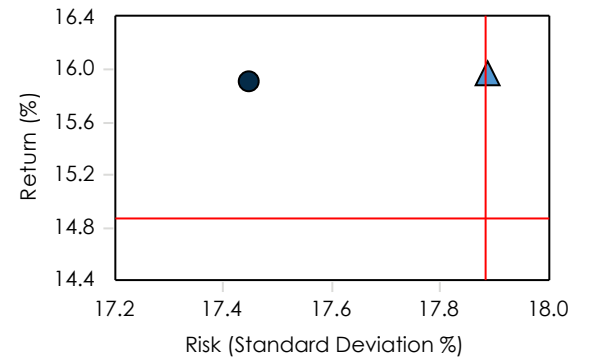
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	15.9	17.4
Benchmark	16.0	17.9
Median	14.9	17.9

Vanguard Institutional Index I

Benchmark: S&P 500 Index **Category:** Large Blend **Report Date:** 9/30/2024

Fund Information

Ticker	VINIX
Fund Inception	07/31/1990
Fund Assets	309,798 Million
Portfolio Assets	126,604 Million
Total # of Holdings	506
% in Top 10	34.20 %
PM	Birkett,N/Louie,M
PM Tenure	6 Years 10 Months
Turnover	3.00 %
Net Expense (%)	0.04 %
SEC Yield	1.26 %

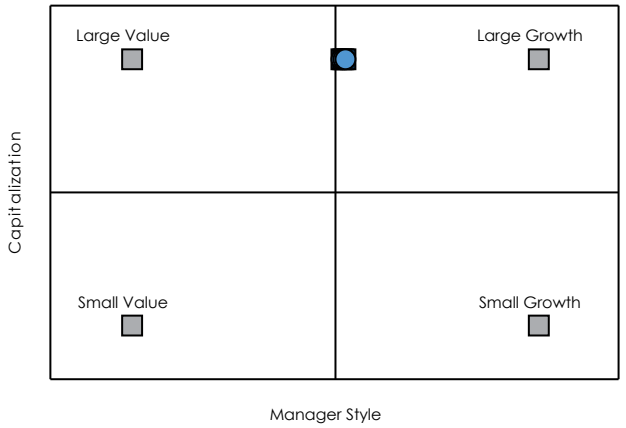
Portfolio Characteristics

Total Securities	506
Avg. Market Cap	$315,859 Million
P/E	22.9
P/B	4.2
Div. Yield	1.5%

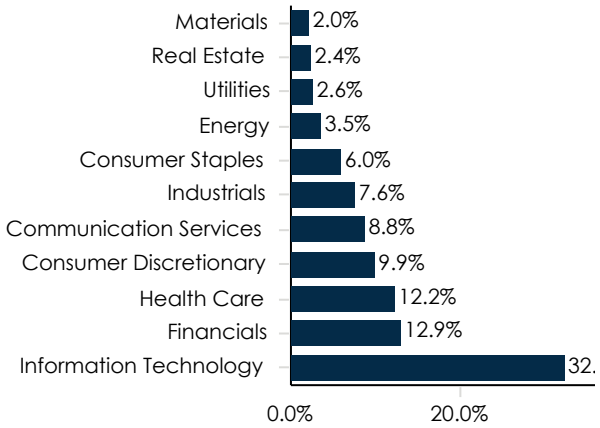
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	5.88 (42)	36.30 (26)	11.87 (22)	15.95 (19)	13.35 (8)	26.24 (25)	-18.14 (50)	28.67 (21)	18.39 (36)
Benchmark	5.89	36.35	11.91	15.98	13.38	26.29	-18.11	28.71	18.40
Category	5.79	34.79	10.73	14.87	12.11	24.49	-18.15	26.80	17.33

5 Year Style Map



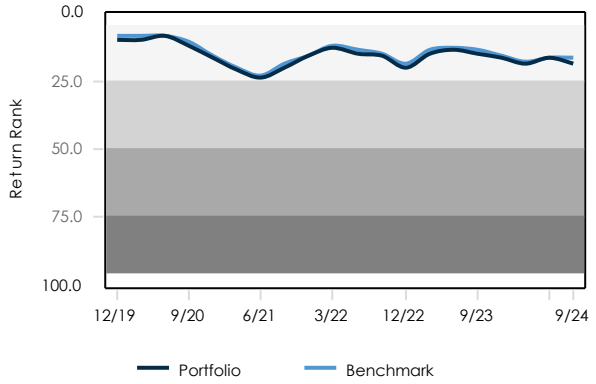
Sector Weights (%)



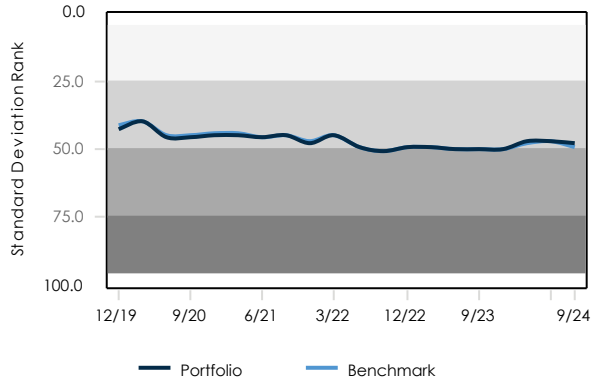
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	-0.03	1.00	-3.65	0.01	1.00	10.00	99.95	100.05	0.79

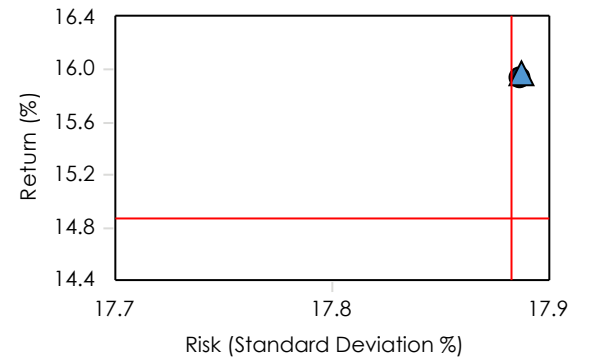
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	15.9	17.9
Benchmark	16.0	17.9
Median	14.9	17.9

Vanguard Total Stock Mkt Idx Adm

Benchmark: CRSP U.S. Total Market TR Index **Category:** Large Blend **Report Date:** 9/30/2024

Fund Information

Ticker	VTSAX
Fund Inception	11/13/2000
Fund Assets	1,751,565 Million
Portfolio Assets	401,694 Million
Total # of Holdings	3661
% in Top 10	29.84 %
PM	Louie,M/Nejman,W/O'Reilly,G
PM Tenure	29 Years 9 Months
Turnover	2.00 %
Net Expense (%)	0.04 %
SEC Yield	1.21 %

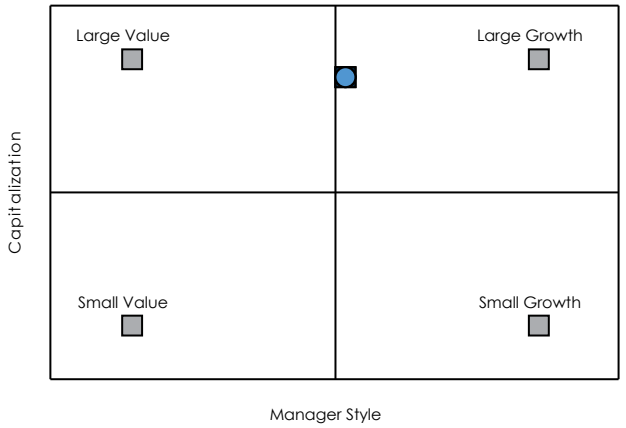
Portfolio Characteristics

Total Securities	3,661
Avg. Market Cap	$195,489 Million
P/E	22.3
P/B	3.8
Div. Yield	1.4%

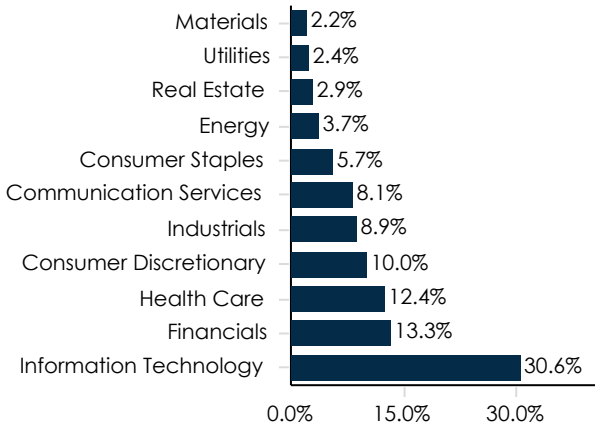
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	6.17 (32)	35.24 (45)	10.10 (62)	15.18 (42)	12.77 (31)	26.01 (31)	-19.53 (77)	25.71 (63)	20.99 (18)
Benchmark	6.18	35.23	10.11	15.19	12.79	25.98	-19.49	25.72	20.99
Category	5.79	34.79	10.73	14.87	12.11	24.49	-18.15	26.80	17.33

5 Year Style Map



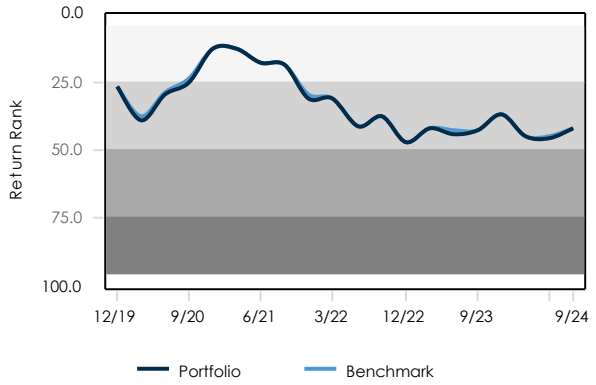
Sector Weights (%)



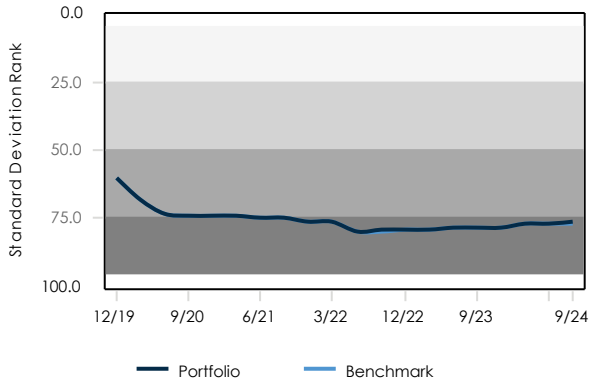
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	-0.01	1.00	-0.32	0.02	1.00	43.33	99.99	100.02	0.74

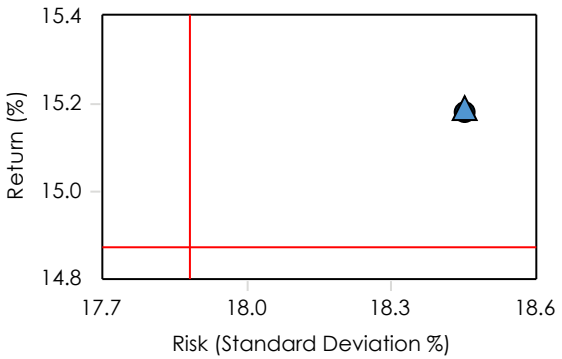
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	15.2	18.5
Benchmark	15.2	18.5
Median	14.9	17.9

JPMorgan Large Cap Growth R6

Benchmark: Russell 1000 Growth Index **Category:** Large Growth **Report Date:** 9/30/2024

Fund Information

Ticker	JLGMX
Fund Inception	11/30/2010
Fund Assets	98,006 Million
Portfolio Assets	63,628 Million
Total # of Holdings	68
% in Top 10	56.76 %
PM	Team Managed
PM Tenure	20 Years 1 Month
Turnover	32.00 %
Net Expense (%)	0.44 %
SEC Yield	-

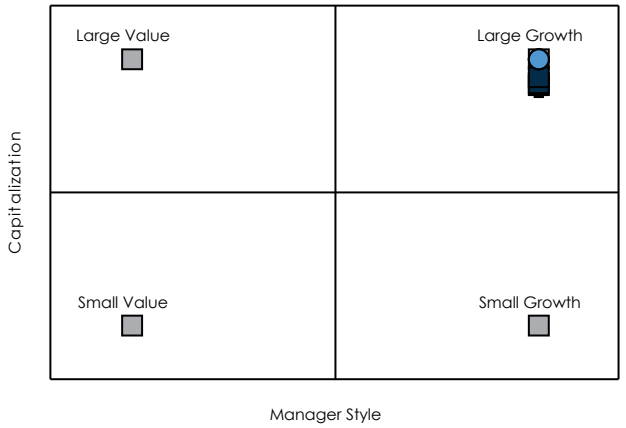
Portfolio Characteristics

Total Securities	68
Avg. Market Cap	$541,981 Million
P/E	31.1
P/B	8.3
Div. Yield	0.6%

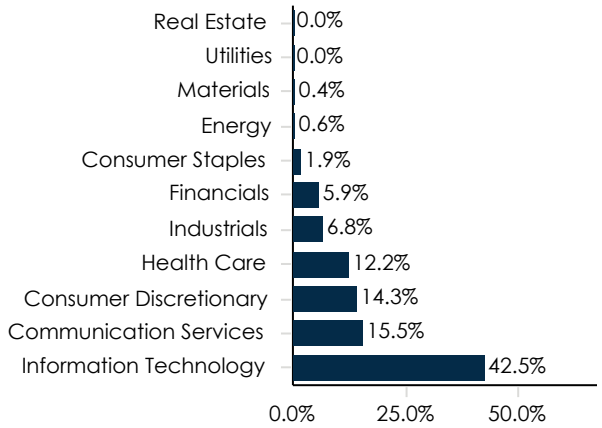
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	2.43 (65)	44.56 (16)	11.64 (9)	21.25 (3)	17.81 (3)	34.95 (67)	-25.21 (20)	18.79 (68)	56.42 (10)
Benchmark	3.19	42.19	12.02	19.74	16.52	42.68	-29.14	27.60	38.49
Category	3.20	40.20	8.24	16.48	14.15	39.00	-30.94	21.92	35.65

5 Year Style Map



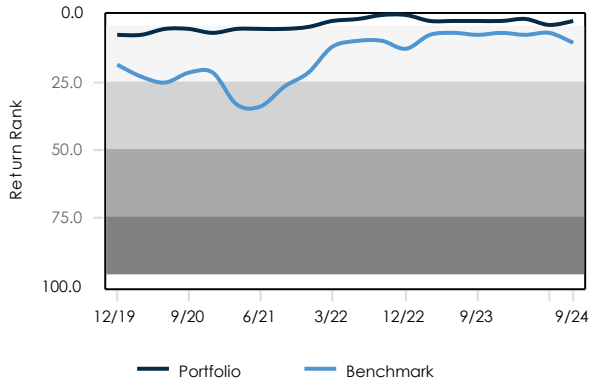
Sector Weights (%)



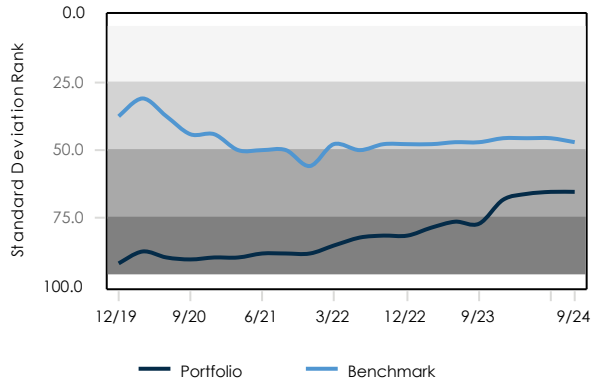
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	1.59	0.99	0.29	4.45	0.95	51.67	100.00	93.82	0.93

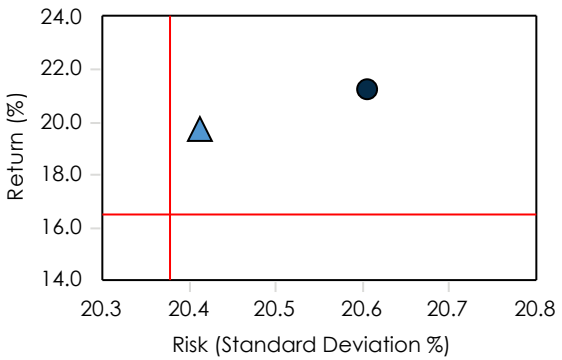
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	21.3	20.6
Benchmark	19.7	20.4
Median	16.5	20.4

JHancock Disciplined Value Mid Cap R6

Benchmark: Russell Midcap Value Index **Category:** Mid-Cap Value **Report Date:** 9/30/2024

Fund Information

Ticker	JVMRX
Fund Inception	09/01/2011
Fund Assets	23,556 Million
Portfolio Assets	6,599 Million
Total # of Holdings	143
% in Top 10	15.26 %
PM	Collard,T/Pollack,S
PM Tenure	23 Years 2 Months
Turnover	47.00 %
Net Expense (%)	0.75 %
SEC Yield	-

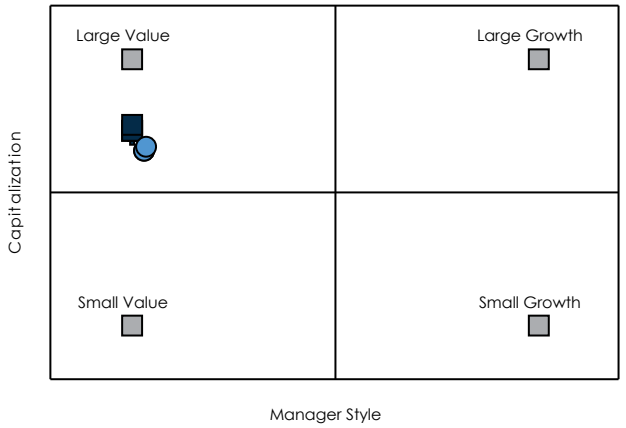
Portfolio Characteristics

Total Securities	143
Avg. Market Cap	$18,924 Million
P/E	16.9
P/B	2.5
Div. Yield	1.8%

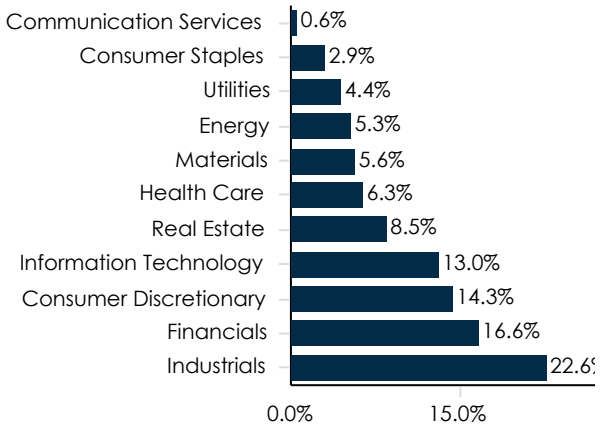
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	7.88 (80)	25.82 (53)	9.63 (29)	11.86 (28)	10.46 (7)	16.77 (20)	-6.96 (40)	27.05 (67)	6.01 (26)
Benchmark	10.08	29.01	7.39	10.33	8.93	12.71	-12.03	28.34	4.96
Category	9.09	26.05	8.70	10.52	8.75	12.20	-7.97	28.71	2.81

5 Year Style Map



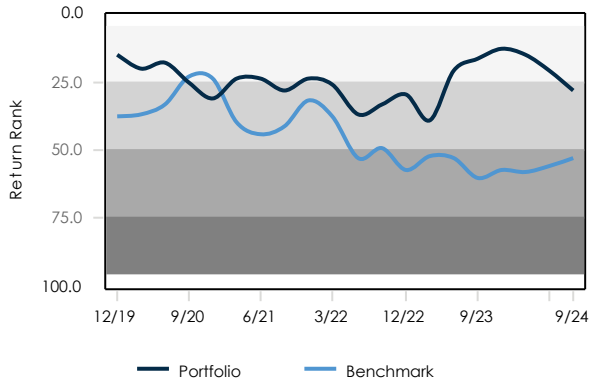
Sector Weights (%)



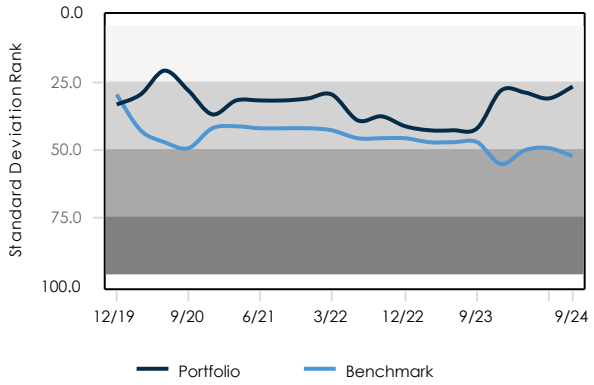
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	1.76	0.96	0.37	3.21	0.98	46.67	97.16	90.58	0.53

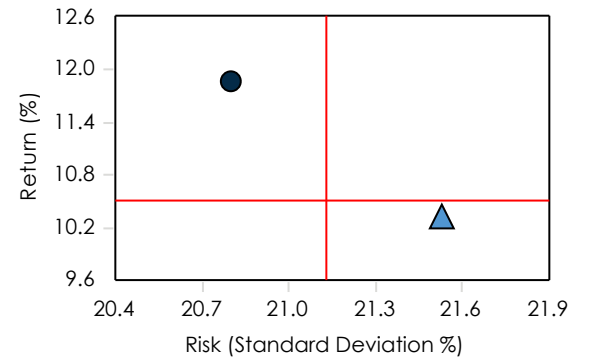
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	11.9	20.8
Benchmark	10.3	21.5
Median	10.5	21.1

Vanguard Mid Cap Index Admiral

Benchmark: CRSP U.S. Mid Cap TR Index **Category:** Mid-Cap Blend **Report Date:** 9/30/2024

Fund Information

Ticker	VIMAX
Fund Inception	11/12/2001
Fund Assets	175,592 Million
Portfolio Assets	63,153 Million
Total # of Holdings	319
% in Top 10	8.51 %
PM	Choi,A/Denis,A
PM Tenure	1 Year 7 Months
Turnover	13.00 %
Net Expense (%)	0.05 %
SEC Yield	1.48 %

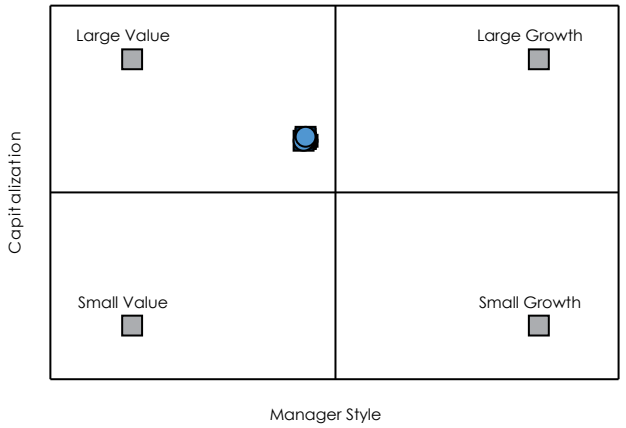
Portfolio Characteristics

Total Securities	319
Avg. Market Cap	$32,680 Million
P/E	19.8
P/B	2.9
Div. Yield	1.7%

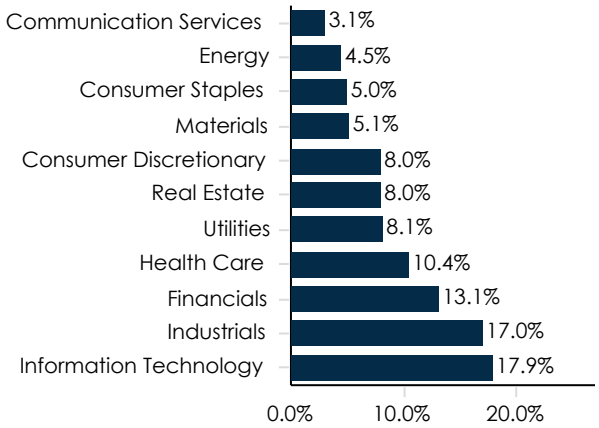
Trailing Performance

	1 Quarter		1 Year		3 Years		5 Years		10 Years		2023		2022		2021		2020	
Manager	9.36	(20)	28.79	(29)	5.31	(67)	11.22	(46)	10.21	(18)	15.98	(49)	-18.71	(79)	24.51	(41)	18.24	(22)
Benchmark	9.37		28.81		5.32		11.23		10.23		15.98		-18.68		24.52		18.24	
Category	8.03		26.81		6.59		11.09		9.42		15.89		-14.77		24.12		13.09	

5 Year Style Map



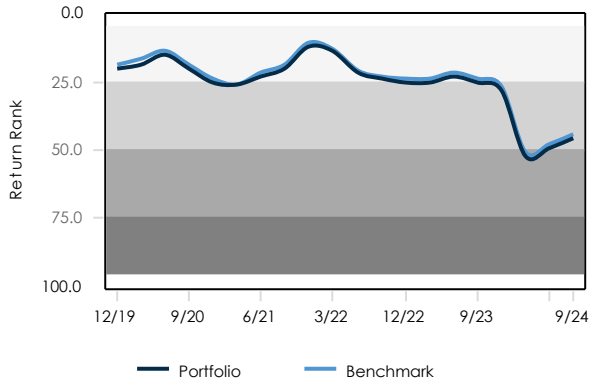
Sector Weights (%)



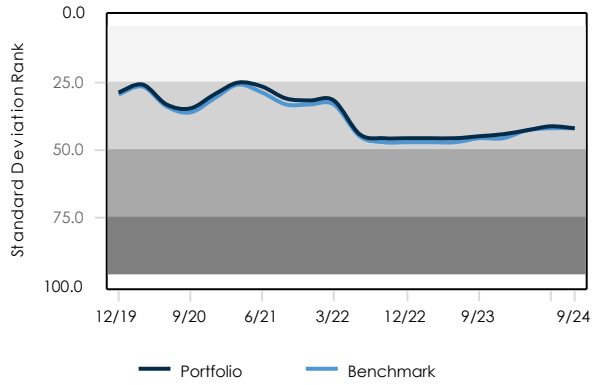
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	-0.01	1.00	-0.56	0.02	1.00	33.33	99.97	100.01	0.51

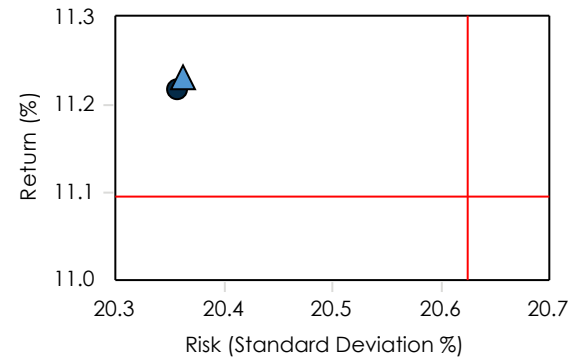
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	11.2	20.4
Benchmark	11.2	20.4
Median	11.1	20.6

AB Discovery Growth Z

Benchmark: Russell Midcap Growth Index **Category:** Mid-Cap Growth **Report Date:** 9/30/2024

Fund Information

Ticker	CHCZX
Fund Inception	05/30/2014
Fund Assets	2,798 Million
Portfolio Assets	479 Million
Total # of Holdings	87
% in Top 10	18.58 %
PM	Team Managed
PM Tenure	15 Years 10 Months
Turnover	79.00 %
Net Expense (%)	0.66 %
SEC Yield	-

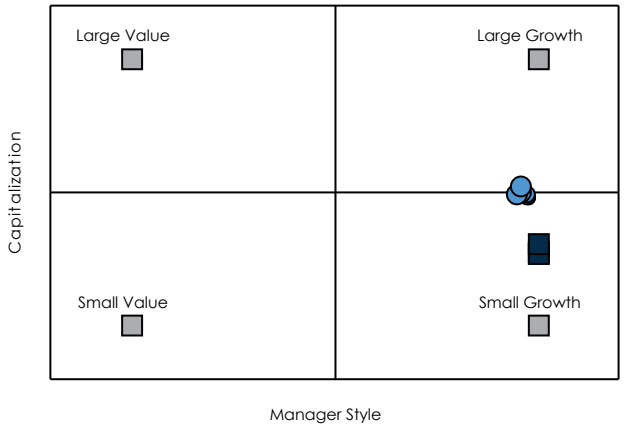
Portfolio Characteristics

Total Securities	87
Avg. Market Cap	$9,612 Million
P/E	29.4
P/B	4.8
Div. Yield	0.4%

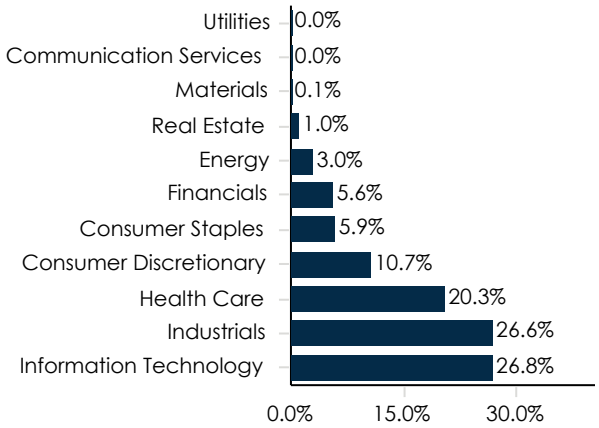
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	8.55 (20)	30.70 (21)	-2.93 (75)	10.70 (44)	10.60 (45)	18.98 (65)	-35.89 (89)	11.15 (57)	53.04 (20)
Benchmark	6.54	29.33	2.32	11.48	11.30	25.87	-26.72	12.73	35.59
Category	6.00	26.06	-0.19	10.46	10.42	20.48	-28.45	11.85	36.48

5 Year Style Map



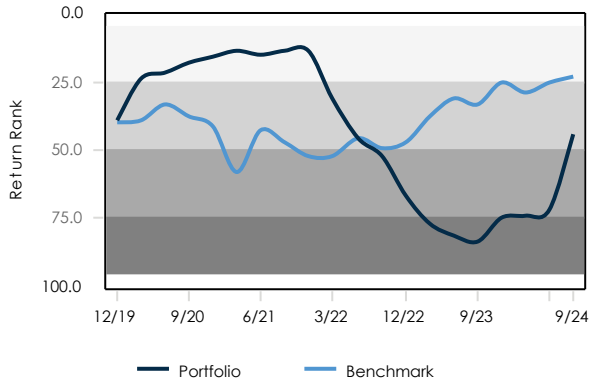
Sector Weights (%)



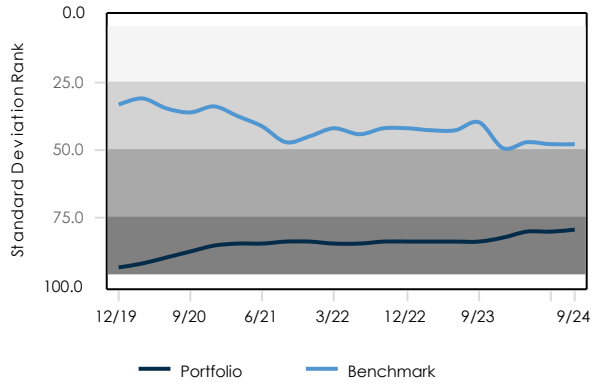
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	-0.98	1.05	-0.05	5.73	0.94	48.33	104.16	107.88	0.46

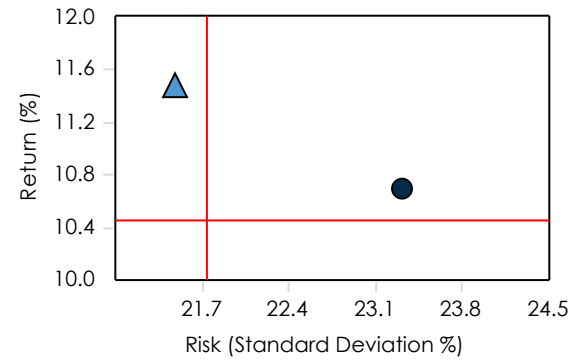
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	10.7	23.3
Benchmark	11.5	21.5
Median	10.5	21.7

Delaware Small Cap Value R6

Benchmark: Russell 2000 Value Index **Category:** Small Value **Report Date:** 9/30/2024

Fund Information

Ticker	DVZRX
Fund Inception	05/02/2016
Fund Assets	4,661 Million
Portfolio Assets	1,279 Million
Total # of Holdings	112
% in Top 10	16.56 %
PM	Carabasi,K/Foley,M/Madden,K
PM Tenure	12 Years 2 Months
Turnover	27.00 %
Net Expense (%)	0.71 %
SEC Yield	1.49 %

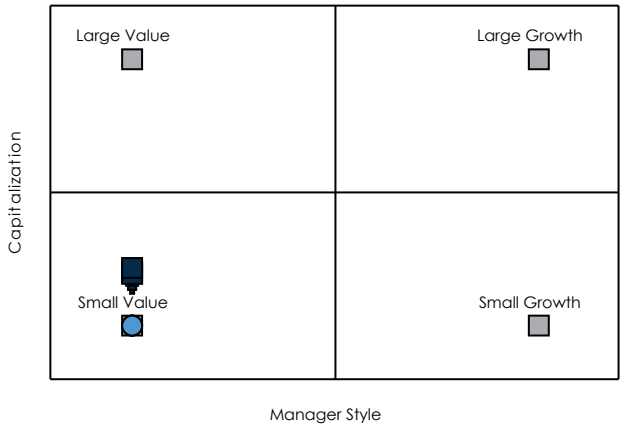
Portfolio Characteristics

Total Securities	112
Avg. Market Cap	$5,072 Million
P/E	14.6
P/B	1.5
Div. Yield	2.2%

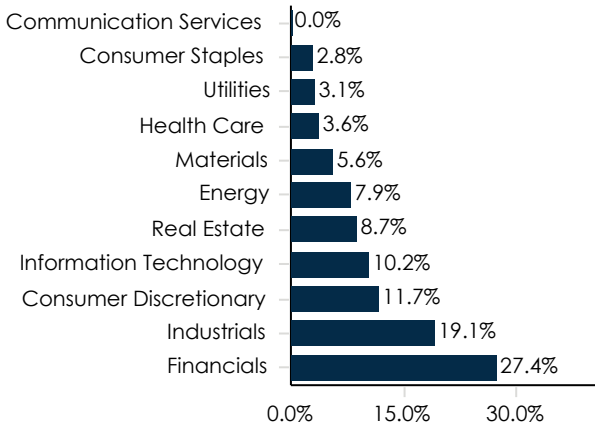
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	8.10 (51)	24.79 (37)	5.74 (54)	9.30 (70)	8.16 (52)	9.67 (92)	-12.06 (55)	34.46 (28)	-1.05 (77)
Benchmark	10.15	25.88	3.77	9.29	8.22	14.65	-14.48	28.27	4.63
Category	8.12	23.32	5.93	10.37	8.21	15.91	-11.61	31.14	3.53

5 Year Style Map



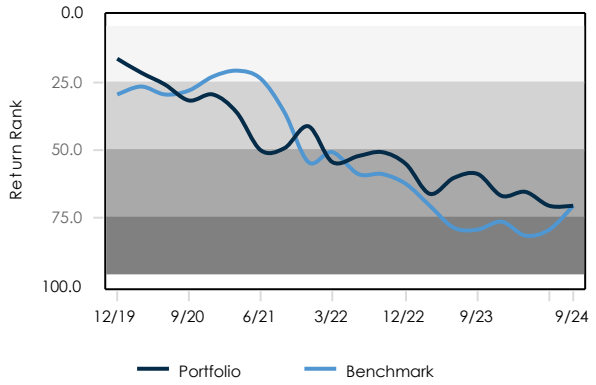
Sector Weights (%)



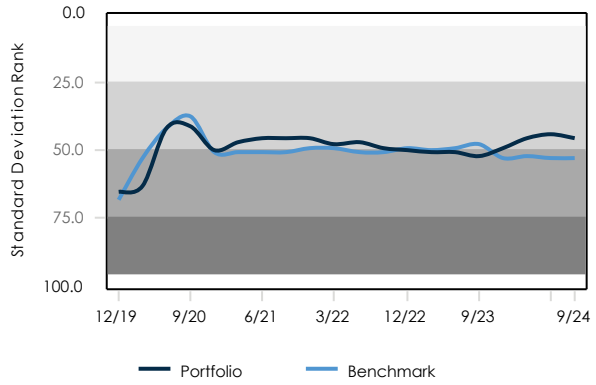
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	0.39	0.96	-0.02	5.12	0.96	53.33	96.95	95.97	0.40

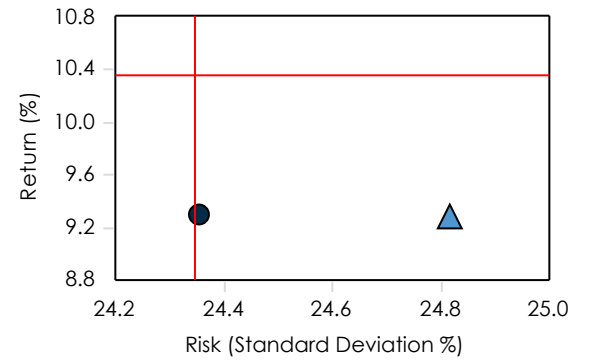
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	9.3	24.4
Benchmark	9.3	24.8
Median	10.4	24.3

Vanguard Small Cap Index Adm

Benchmark: CRSP U.S. Small Cap TR Index **Category:** Small Blend **Report Date:** 9/30/2024

Fund Information

Ticker	VSMAX
Fund Inception	11/13/2000
Fund Assets	151,736 Million
Portfolio Assets	56,484 Million
Total # of Holdings	1403
% in Top 10	3.89 %
PM	Narzikul,K/O'Reilly,G
PM Tenure	8 Years 5 Months
Turnover	12.00 %
Net Expense (%)	0.05 %
SEC Yield	1.34 %

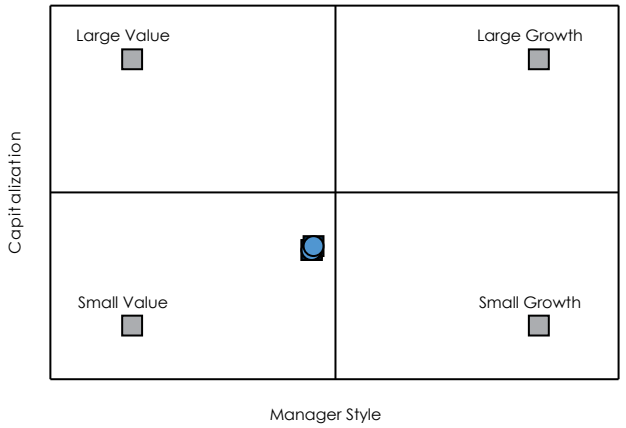
Portfolio Characteristics

Total Securities	1,403
Avg. Market Cap	$7,014 Million
P/E	17.7
P/B	2.2
Div. Yield	1.6%

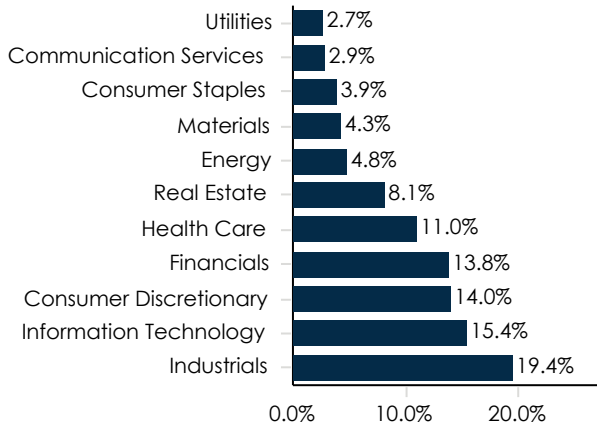
Trailing Performance

	1 Quarter		1 Year		3 Years		5 Years		10 Years		2023		2022		2021		2020	
Manager	9.02	(45)	27.43	(24)	4.36	(43)	10.66	(35)	9.64	(23)	18.20	(24)	-17.61	(58)	17.73	(79)	19.11	(24)
Benchmark	9.02		27.41		4.31		10.61		9.60		18.09		-17.64		17.71		19.07	
Category	8.86		25.44		3.90		9.94		8.82		16.28		-16.77		22.88		12.50	

5 Year Style Map



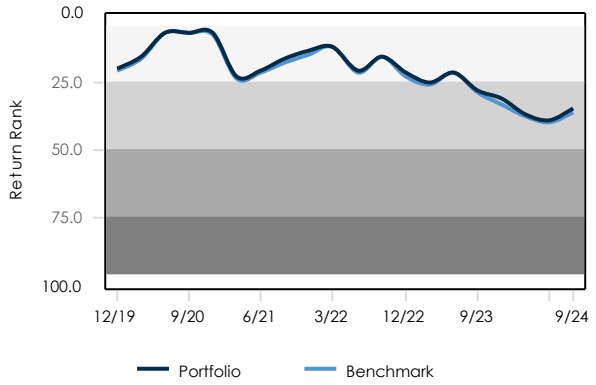
Sector Weights (%)



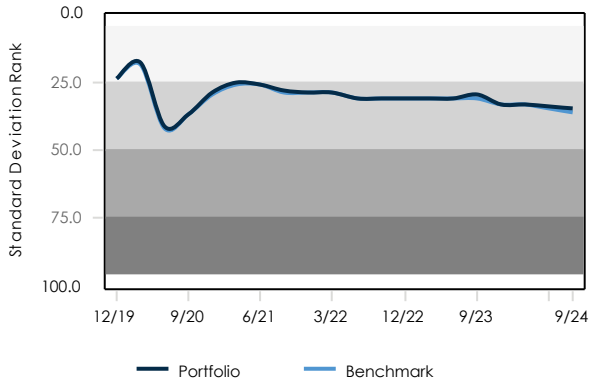
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	0.04	1.00	1.63	0.02	1.00	63.33	100.04	99.90	0.46

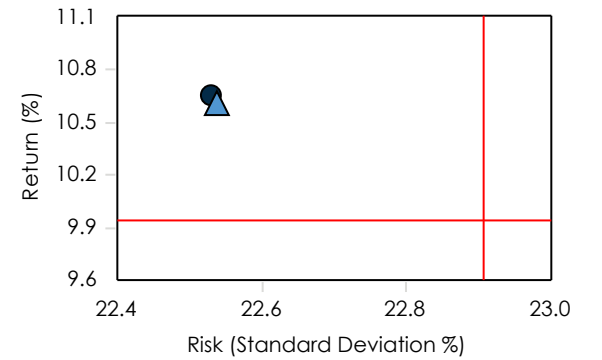
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	10.7	22.5
Benchmark	10.6	22.5
Median	9.9	22.9

PGIM Jennison Small Company R6

Benchmark: Russell 2000 Growth Index **Category:** Small Growth **Report Date:** 9/30/2024

Fund Information

Ticker	PJSQX
Fund Inception	11/29/2010
Fund Assets	3,296 Million
Portfolio Assets	2,242 Million
Total # of Holdings	126
% in Top 10	20.64 %
PM	Shapiro,J/Swiatek,J
PM Tenure	10 Years 10 Months
Turnover	59.00 %
Net Expense (%)	0.69 %
SEC Yield	-

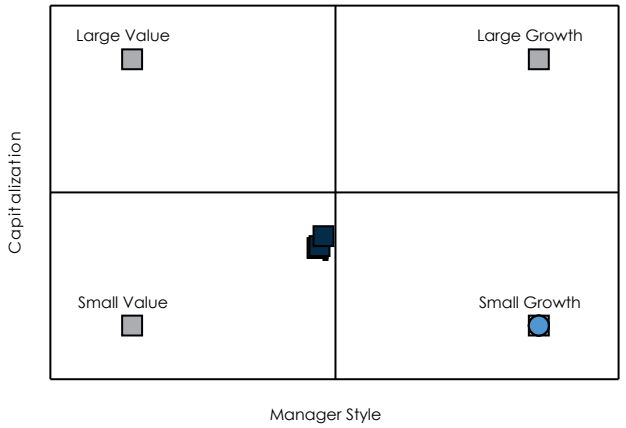
Portfolio Characteristics

Total Securities	126
Avg. Market Cap	$5,555 Million
P/E	18.1
P/B	2.2
Div. Yield	1.6%

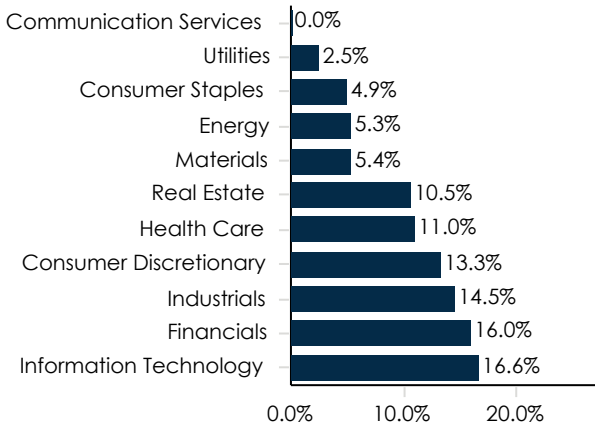
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	8.48 (28)	26.26 (50)	2.67 (18)	13.16 (9)	10.14 (40)	12.02 (79)	-18.57 (6)	29.54 (4)	27.72 (76)
Benchmark	8.41	27.66	-0.35	8.82	8.95	18.66	-26.36	2.83	34.63
Category	7.63	26.21	-0.78	9.50	9.58	16.45	-28.28	9.40	38.01

5 Year Style Map



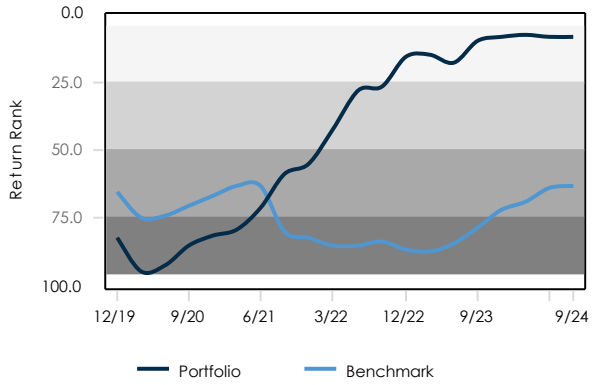
Sector Weights (%)



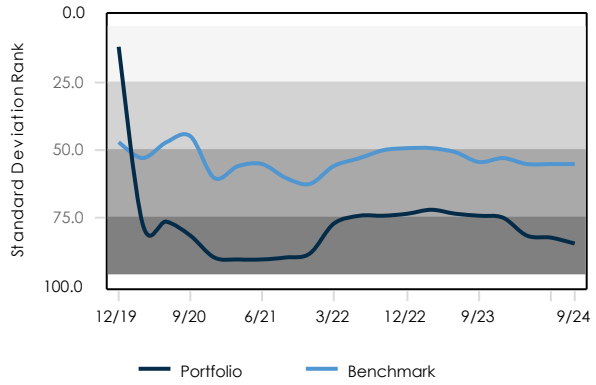
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	4.95	0.93	0.46	8.88	0.87	55.00	99.11	83.64	0.55

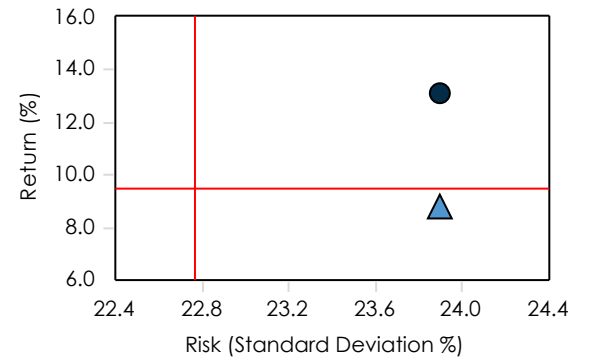
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	13.2	23.9
Benchmark	8.8	23.9
Median	9.5	22.8

Dodge & Cox International Stock X

Benchmark: MSCI EAFE Value **Category:** Foreign Large Value **Report Date:**9/30/2024

Fund Information

Ticker	DOXFX
Fund Inception	05/02/2022
Fund Assets	51,583 Million
Portfolio Assets	9,634 Million
Total # of Holdings	112
% in Top 10	28.40 %
PM	Team Managed
PM Tenure	20 Years 8 Months
Turnover	14.00 %
Net Expense (%)	0.52 %
SEC Yield	-

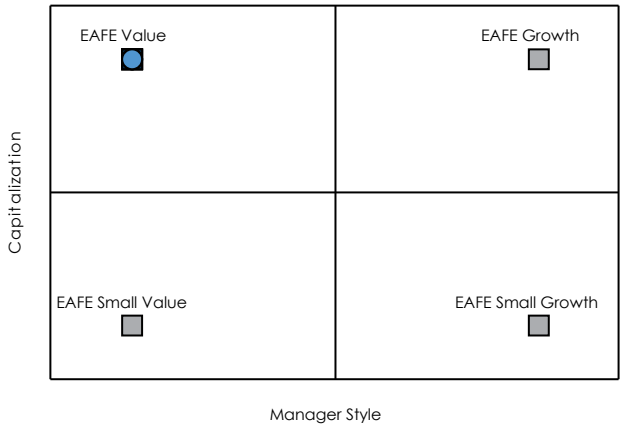
Portfolio Characteristics

Total Securities	112
Avg. Market Cap	$60,526 Million
P/E	11.2
P/B	1.4
Div. Yield	3.4%

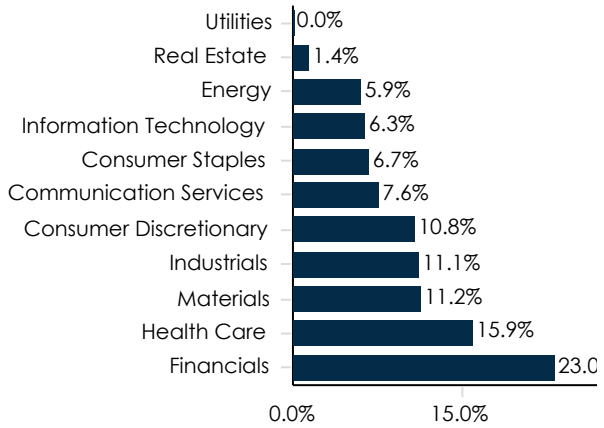
Trailing Performance

	1 Quarter		1 Year		3 Years		5 Years		10 Years		2023		2022		2021		2020	
Manager	9.99	(15)	21.27	(64)	8.20	(32)	9.17	(30)	4.82	(45)	16.81	(61)	-6.72	(25)	11.03	(57)	2.10	(54)
Benchmark	8.98		24.00		9.70		8.97		5.21		19.79		-4.95		11.58		-2.10	
Category	7.89		22.12		7.05		7.97		4.70		17.84		-9.45		11.69		2.58	

5 Year Style Map



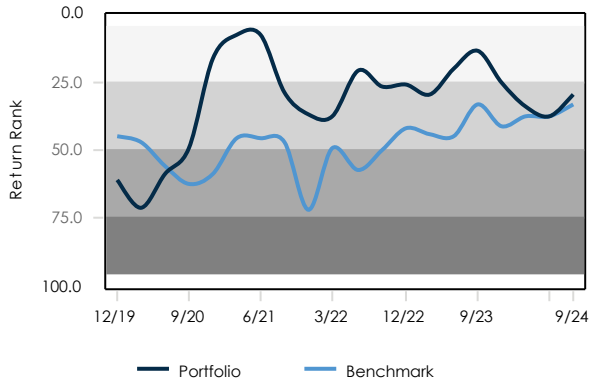
Sector Weights (%)



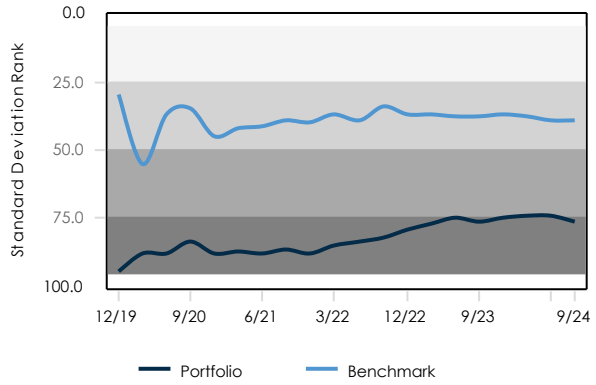
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	-0.19	1.07	0.12	4.67	0.95	51.67	111.67	115.06	0.42

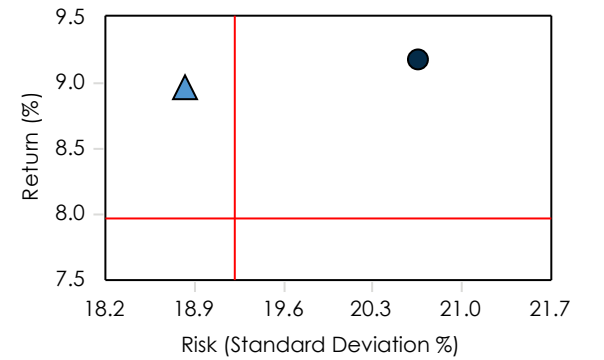
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	9.2	20.7
Benchmark	9.0	18.8
Median	8.0	19.2

Vanguard Total Intl Stock Index Admiral

Benchmark: FTSE Global ex USA All Cap **Category:** Foreign Large Blend **Report Date:**9/30/2024

Fund Information

Ticker	VTIAX
Fund Inception	11/29/2010
Fund Assets	463,319 Million
Portfolio Assets	79,666 Million
Total # of Holdings	8705
% in Top 10	10.12 %
PM	Franquin,C/Perre,M
PM Tenure	16 Years 1 Month
Turnover	4.00 %
Net Expense (%)	0.12 %
SEC Yield	-

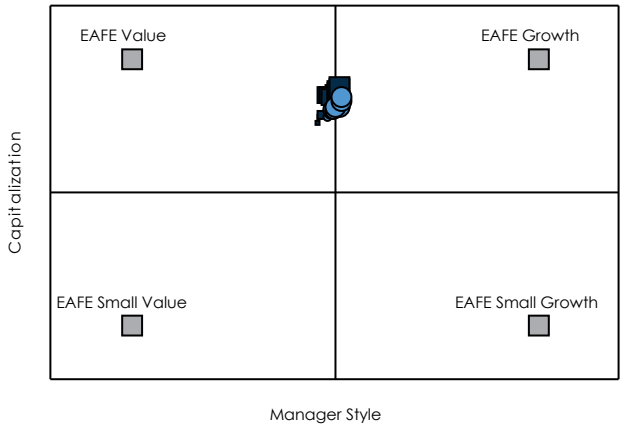
Portfolio Characteristics

Total Securities	8,705
Avg. Market Cap	$32,995 Million
P/E	14.0
P/B	1.6
Div. Yield	3.3%

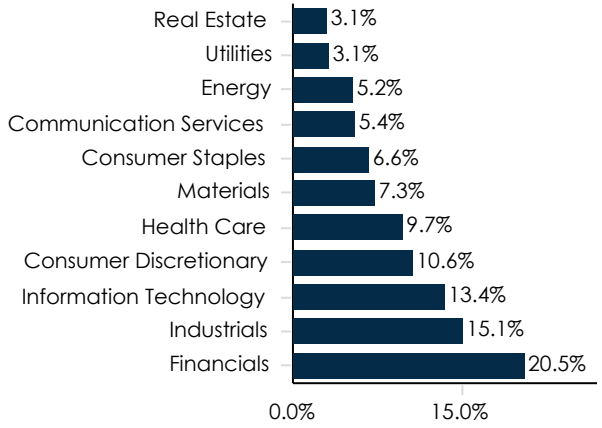
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	8.03 (28)	24.88 (42)	4.01 (56)	7.74 (52)	5.42 (49)	15.52 (64)	-16.01 (55)	8.62 (69)	11.28 (37)
Benchmark	8.47	25.61	4.42	8.28	5.85	16.17	-15.83	9.13	11.54
Category	7.12	24.46	4.25	7.78	5.40	16.31	-15.68	10.45	9.25

5 Year Style Map



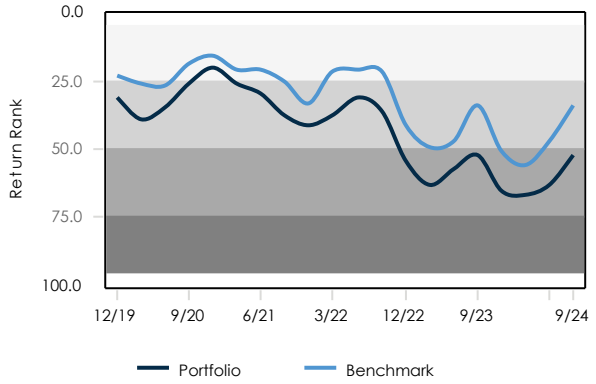
Sector Weights (%)



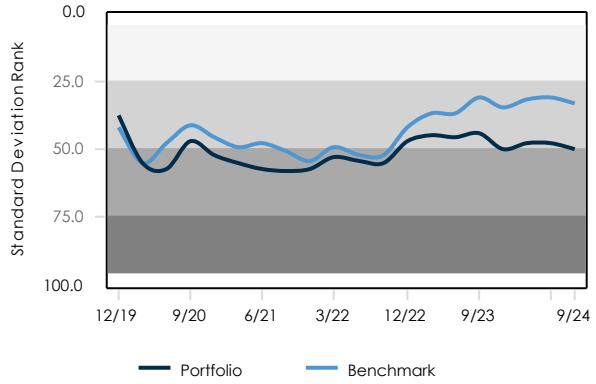
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	-0.59	1.02	-0.19	2.17	0.99	40.00	102.04	105.27	0.38

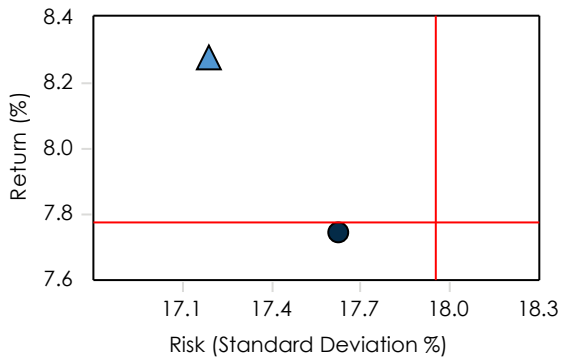
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	7.7	17.6
Benchmark	8.3	17.2
Median	7.8	18.0

BNY Mellon International Stock Fund Y

Benchmark: MSCI EAFE Growth Index **Category:** Foreign Large Growth **Report Date:**9/30/2024

Fund Information

Ticker	DISYX
Fund Inception	07/01/2013
Fund Assets	6,496 Million
Portfolio Assets	2,755 Million
Total # of Holdings	55
% in Top 10	29.73 %
PM	Team Managed
PM Tenure	15 Years 5 Months
Turnover	7.37 %
Net Expense (%)	0.89 %
SEC Yield	1.06 %

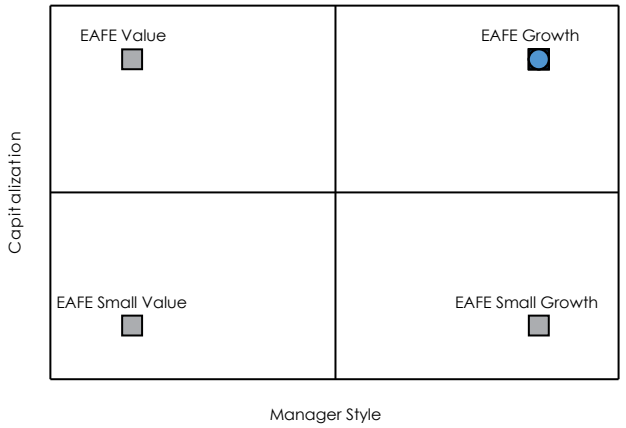
Portfolio Characteristics

Total Securities	55
Avg. Market Cap	$84,890 Million
P/E	22.1
P/B	4.3
Div. Yield	1.9%

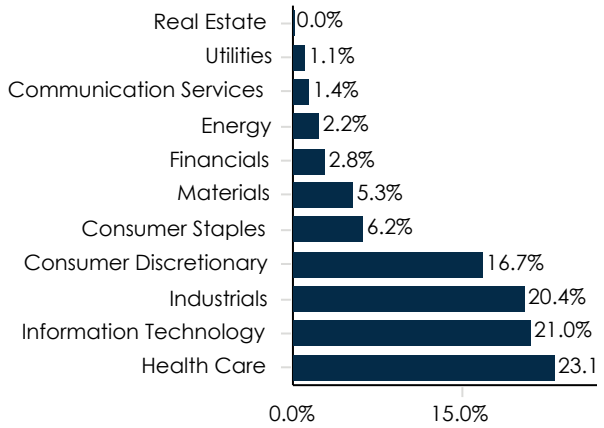
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	4.46 (81)	25.35 (59)	2.14 (38)	7.92 (41)	7.40 (24)	18.52 (26)	-22.03 (32)	11.19 (27)	19.37 (64)
Benchmark	5.72	26.93	2.25	8.08	6.99	17.97	-22.69	11.59	18.68
Category	6.14	26.16	-0.01	7.47	6.26	15.99	-24.82	8.70	22.10

5 Year Style Map



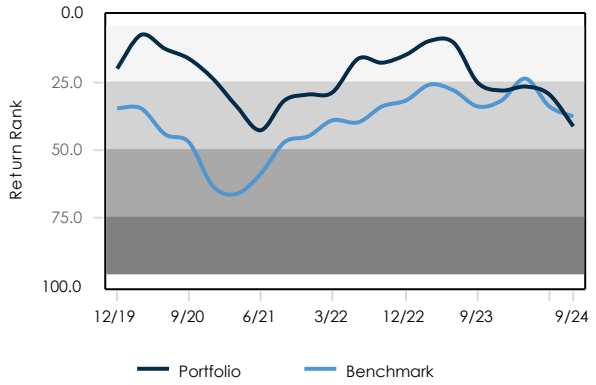
Sector Weights (%)



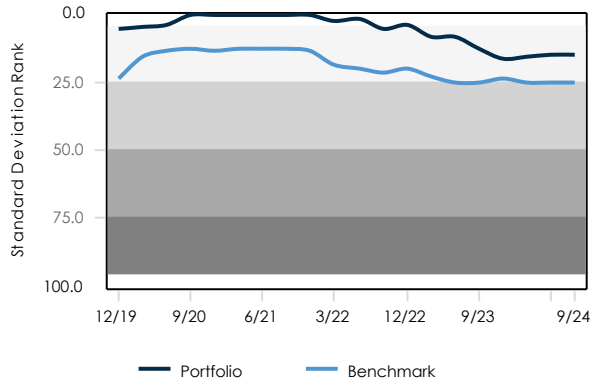
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	0.29	0.94	-0.07	4.08	0.95	45.00	94.35	93.12	0.40

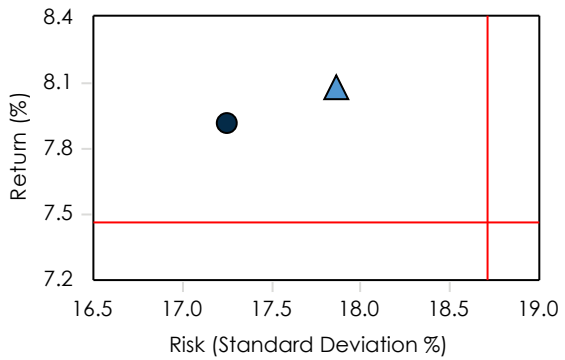
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	7.9	17.2
Benchmark	8.1	17.9
Median	7.5	18.7

Invesco International Small-Mid Com R6

Benchmark: MSCI EAFE Smid Cap **Category:** Foreign Small/Mid Growth **Report Date:**9/30/2024

Fund Information

Ticker	OSCIX
Fund Inception	12/29/2011
Fund Assets	4,897 Million
Portfolio Assets	2,704 Million
Total # of Holdings	117
% in Top 10	16.54 %
PM	Belov,A/Nadel,D
PM Tenure	4 Years 10 Months
Turnover	26.00 %
Net Expense (%)	0.99 %
SEC Yield	-

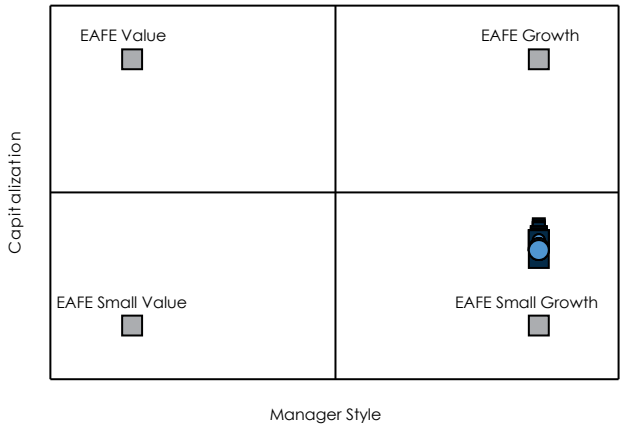
Portfolio Characteristics

Total Securities	117
Avg. Market Cap	$4,211 Million
P/E	22.3
P/B	3.4
Div. Yield	2.0%

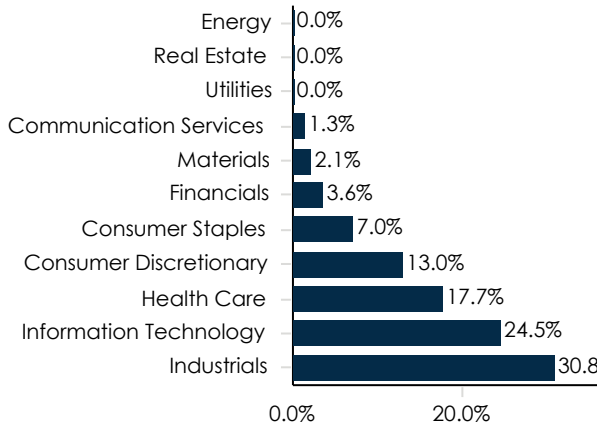
Trailing Performance

	1 Quarter		1 Year		3 Years		5 Years		10 Years		2023		2022		2021		2020	
Manager	11.89	(6)	22.22	(60)	-4.67	(62)	5.26	(57)	8.14	(2)	12.73	(46)	-30.94	(65)	14.25	(22)	25.23	(36)
Benchmark	10.30		24.52		-2.45		5.80		6.08		14.57		-27.47		7.90		20.27	
Category	8.14		22.98		-3.51		5.45		5.66		12.38		-28.33		9.92		19.73	

5 Year Style Map



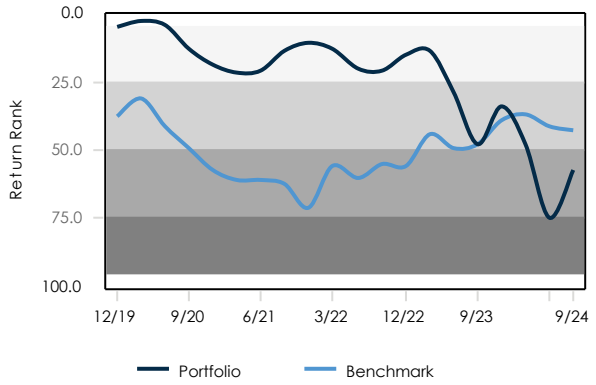
Sector Weights (%)



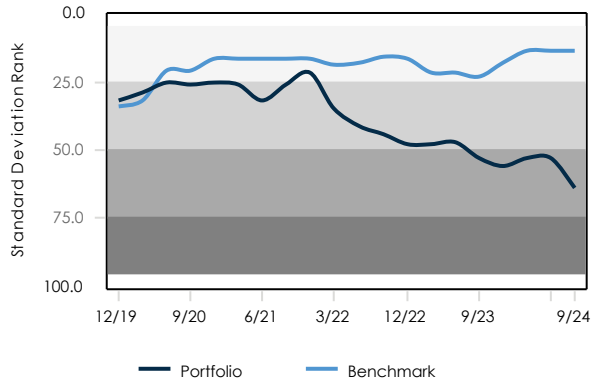
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	-0.61	1.06	-0.03	5.21	0.95	45.00	108.71	112.10	0.24

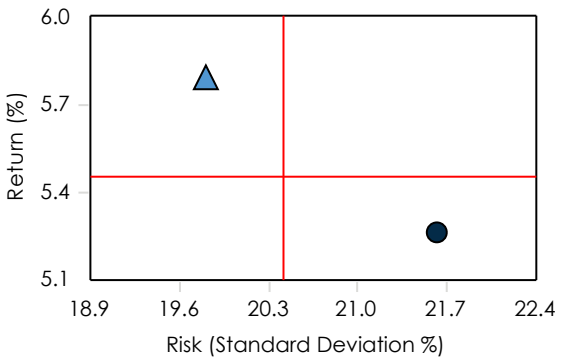
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	5.3	21.6
Benchmark	5.8	19.8
Median	5.5	20.4

American Funds New Perspective R6

Benchmark: MSCI World Growth **Category:** Global Large-Stock Growth **Report Date:**9/30/2024

Fund Information

Ticker	RNPGX
Fund Inception	05/01/2009
Fund Assets	146,074 Million
Portfolio Assets	38,095 Million
Total # of Holdings	296
% in Top 10	23.75 %
PM	Team Managed
PM Tenure	23 Years 9 Months
Turnover	17.00 %
Net Expense (%)	0.42 %
SEC Yield	1.11 %

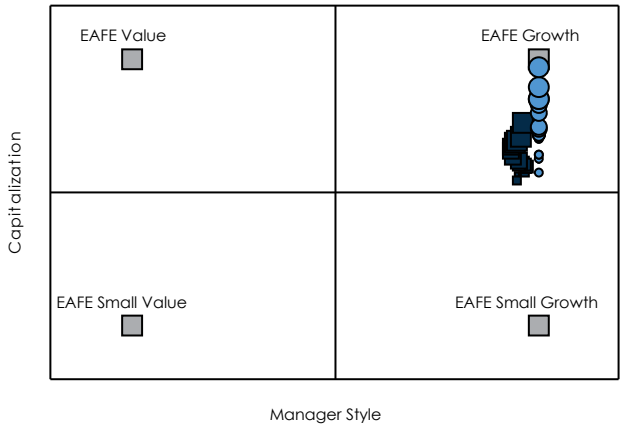
Portfolio Characteristics

Total Securities	296
Avg. Market Cap	$179,176 Million
P/E	20.1
P/B	3.6
Div. Yield	1.6%

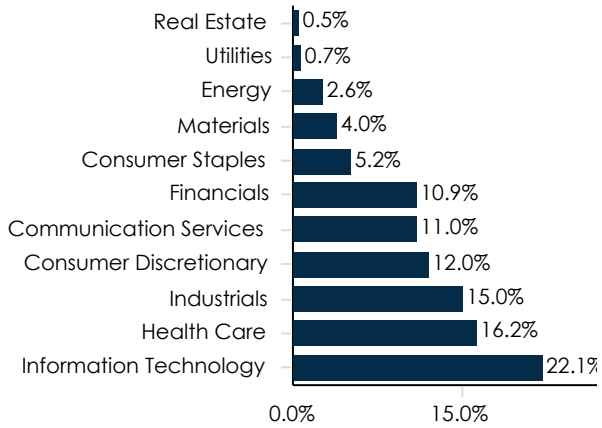
Trailing Performance

	1 Quarter		1 Year		3 Years		5 Years		10 Years		2023		2022		2021		2020	
Manager	5.86	(21)	31.71	(51)	5.46	(31)	13.85	(16)	11.77	(12)	25.01	(38)	-25.61	(43)	18.10	(25)	33.81	(30)
Benchmark	3.51		37.76		8.59		16.18		13.02		37.31		-29.05		21.40		34.18	
Category	4.61		31.71		4.21		12.43		10.27		23.67		-26.00		15.75		29.67	

5 Year Style Map



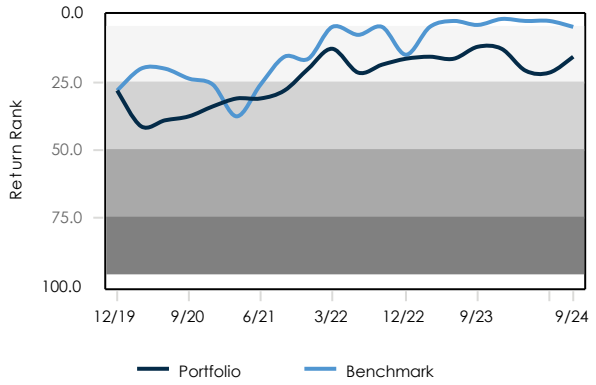
Sector Weights (%)



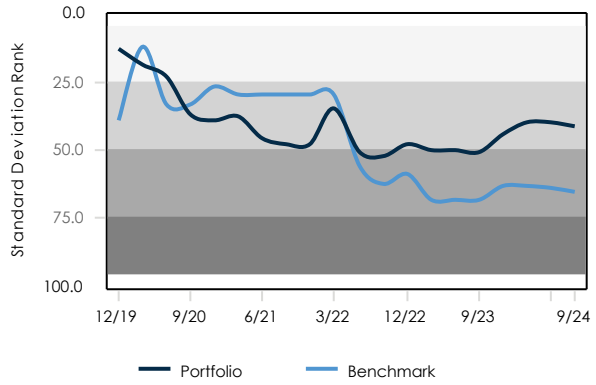
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	-1.04	0.93	-0.47	4.74	0.94	51.67	90.92	94.06	0.66

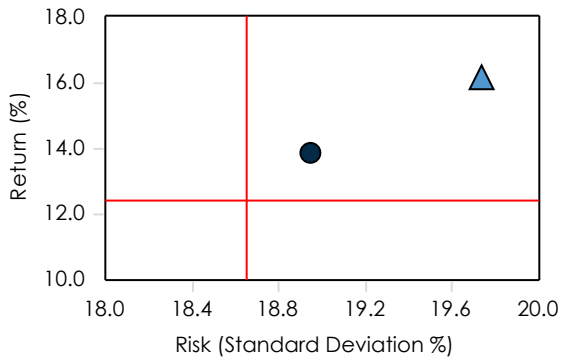
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	13.9	18.9
Benchmark	16.2	19.7
Median	12.4	18.7

Goldman Sachs Emerging Markets Eq R6

Benchmark: MSCI Emerging Markets **Category:** Diversified Emerging Mkts **Report Date:**9/30/2024

Fund Information

Ticker	GEMUX
Fund Inception	07/31/2015
Fund Assets	2,956 Million
Portfolio Assets	117 Million
Total # of Holdings	124
% in Top 10	35.69 %
PM	Dasani,H/Yavuz,B
PM Tenure	9 Years 7 Months
Turnover	32.00 %
Net Expense (%)	1.02 %
SEC Yield	-

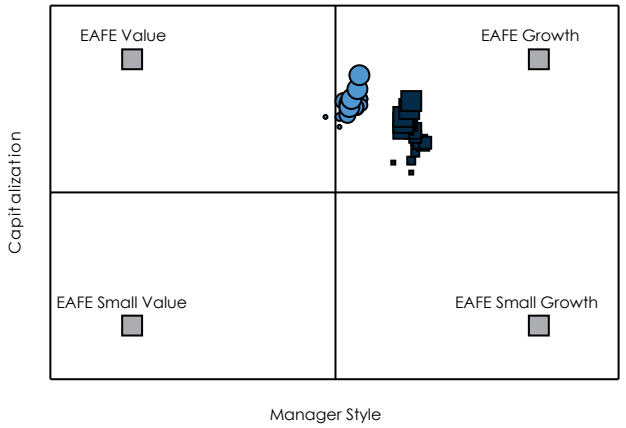
Portfolio Characteristics

Total Securities	124
Avg. Market Cap	$45,863 Million
P/E	14.3
P/B	2.2
Div. Yield	2.1%

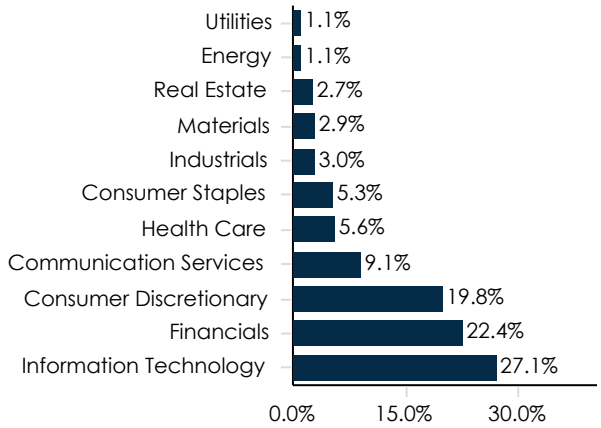
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	8.38 (21)	24.59 (36)	-5.31 (86)	4.52 (62)	4.75 (26)	6.63 (85)	-30.00 (91)	-2.44 (57)	31.00 (16)
Benchmark	8.88	26.54	0.82	6.15	4.41	10.26	-19.74	-2.22	18.69
Category	6.38	23.46	-0.87	5.27	3.57	10.90	-22.44	-1.69	17.60

5 Year Style Map



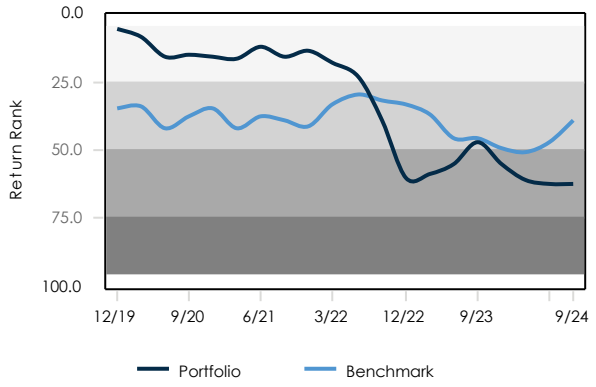
Sector Weights (%)



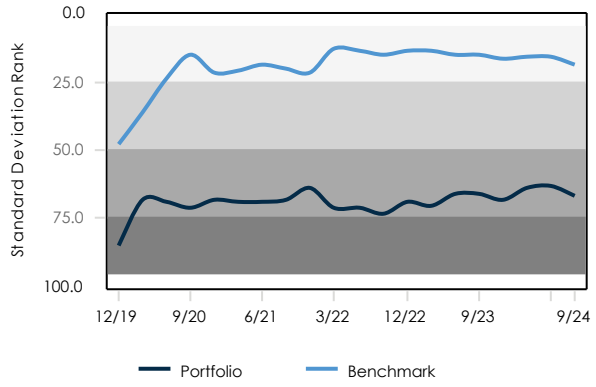
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	-1.55	1.02	-0.31	4.47	0.95	46.67	101.27	108.25	0.21

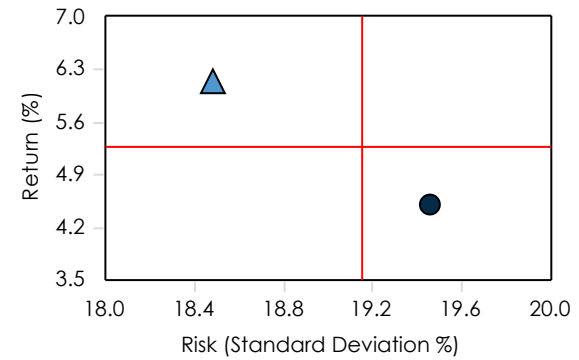
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	4.5	19.5
Benchmark	6.1	18.5
Median	5.3	19.2

Cohen & Steers Realty Shares Z

Benchmark: FTSE NAREIT All Equity REITs **Category:** Real Estate **Report Date:** 9/30/2024

Fund Information

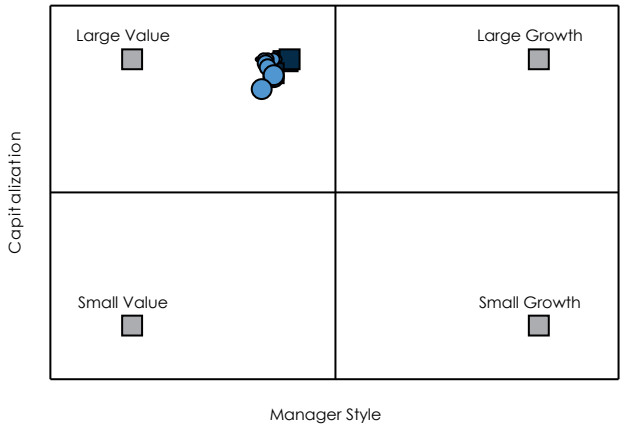
Ticker	CSJZX
Fund Inception	07/01/2019
Fund Assets	7,387 Million
Portfolio Assets	227 Million
Total # of Holdings	35
% in Top 10	58.74 %
PM	Team Managed
PM Tenure	16 Years 11 Months
Turnover	35.00 %
Net Expense (%)	0.80 %
SEC Yield	1.99 %

No data found.

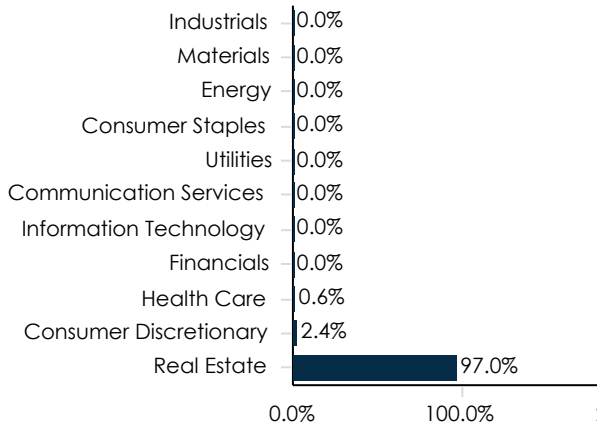
Trailing Performance

	1 Quarter		1 Year		3 Years		5 Years		10 Years		2023		2022		2021		2020	
Manager	16.05	(44)	36.15	(9)	4.54	(10)	6.48	(10)	9.01	(5)	12.76	(37)	-24.90	(16)	42.73	(34)	-2.81	(23)
Benchmark	16.79		34.77		3.51		5.09		8.04		11.36		-24.95		41.30		-5.12	
Category	15.92		32.86		2.97		4.93		7.30		12.06		-26.29		41.44		-4.86	

5 Year Style Map



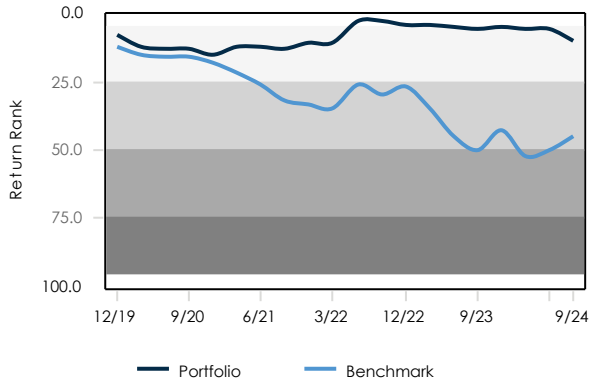
Sector Weights (%)



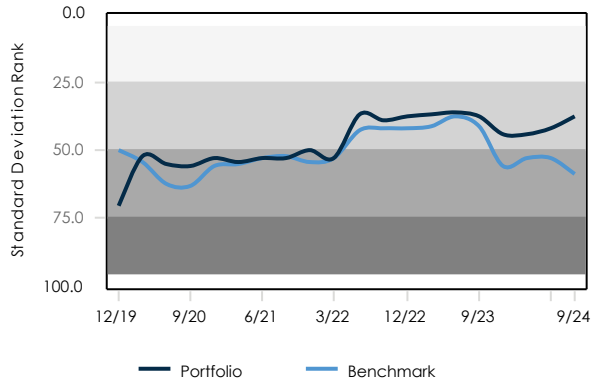
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	1.42	0.98	0.57	2.18	0.99	56.67	101.39	96.97	0.30

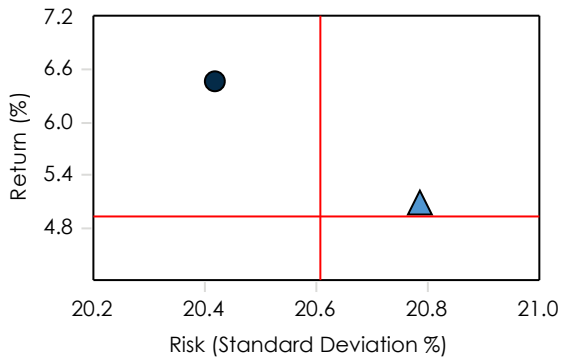
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	6.5	20.4
Benchmark	5.1	20.8
Median	4.9	20.6

Vanguard Health Care Adm

Benchmark: S&P Composite 1500 **Category:** Health **Report Date:** 9/30/2024

Fund Information

Ticker	VGHAX
Fund Inception	11/12/2001
Fund Assets	48,664 Million
Portfolio Assets	41,254 Million
Total # of Holdings	124
% in Top 10	43.90 %
PM	Hynes,J/Sykes,R
PM Tenure	16 Years 4 Months
Turnover	16.00 %
Net Expense (%)	0.30 %
SEC Yield	0.74 %

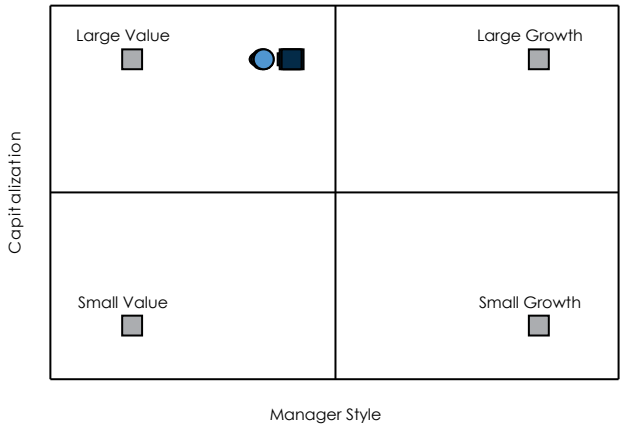
Portfolio Characteristics

Total Securities	124
Avg. Market Cap	$91,503 Million
P/E	22.0
P/B	4.2
Div. Yield	1.1%

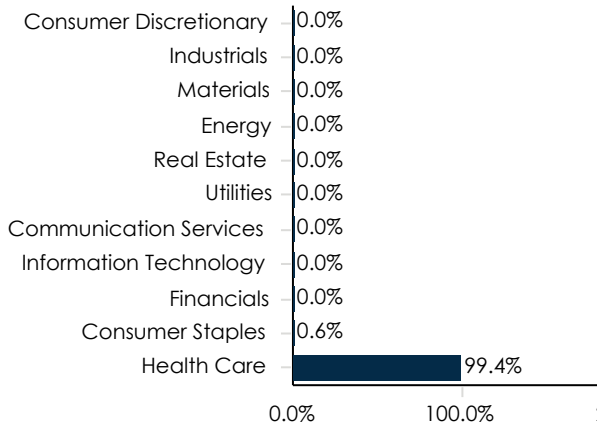
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	3.65 (84)	19.74 (72)	7.12 (14)	12.03 (29)	9.58 (48)	5.48 (35)	-1.01 (7)	14.36 (29)	12.67 (89)
Benchmark	6.08	21.46	7.44	12.91	11.15	1.92	-3.31	24.85	14.55
Category	5.76	22.60	2.80	11.15	9.47	4.03	-11.77	10.99	21.56

5 Year Style Map



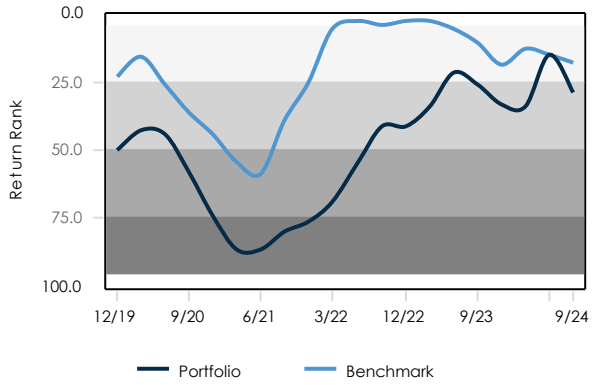
Sector Weights (%)



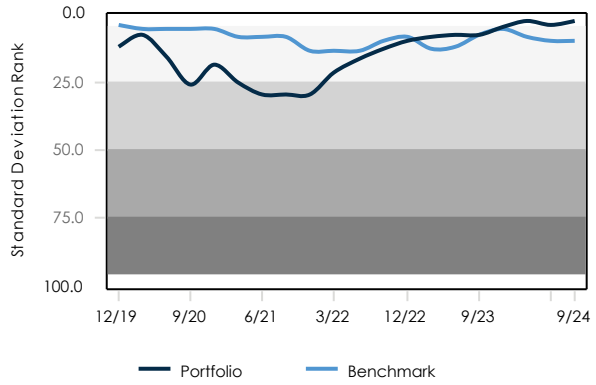
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	0.34	0.91	-0.19	4.59	0.91	53.33	93.34	93.31	0.71

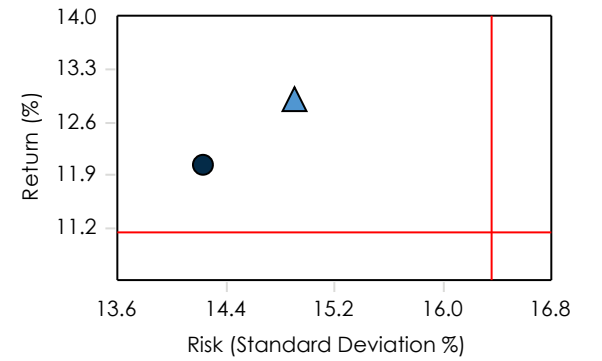
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	12.0	14.2
Benchmark	12.9	14.9
Median	11.1	16.4

Delaware Ivy Science and Technology R6

Benchmark: S&P North American **Category:** Technology **Report Date:** 9/30/2024

Fund Information

Ticker	ISTNX
Fund Inception	07/31/2014
Fund Assets	5,970 Million
Portfolio Assets	171 Million
Total # of Holdings	40
% in Top 10	56.99 %
PM	Warden,B/Zinn,G
PM Tenure	7 Years 11 Months
Turnover	29.00 %
Net Expense (%)	0.84 %
SEC Yield	-

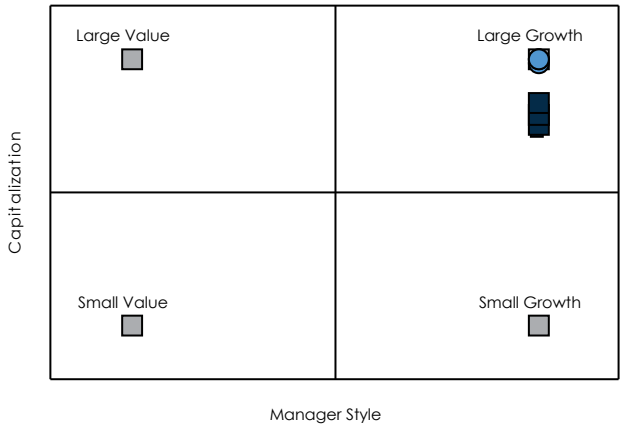
Portfolio Characteristics

Total Securities	40
Avg. Market Cap	$306,427 Million
P/E	29.6
P/B	7.3
Div. Yield	0.6%

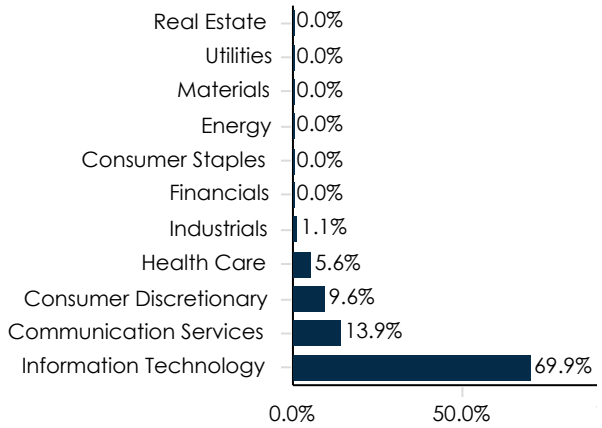
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	2.61 (32)	53.68 (8)	9.56 (33)	17.63 (53)	14.25 (75)	41.06 (71)	-32.14 (23)	15.80 (47)	36.53 (87)
Benchmark	1.86	50.52	13.42	22.37	20.56	61.13	-35.36	26.40	45.15
Category	1.36	40.97	7.53	18.26	17.39	49.85	-36.36	15.40	48.63

5 Year Style Map



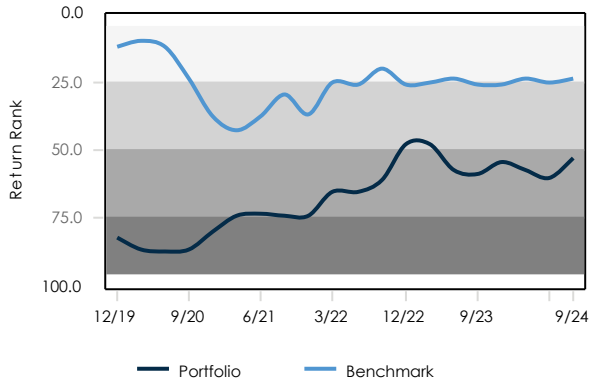
Sector Weights (%)



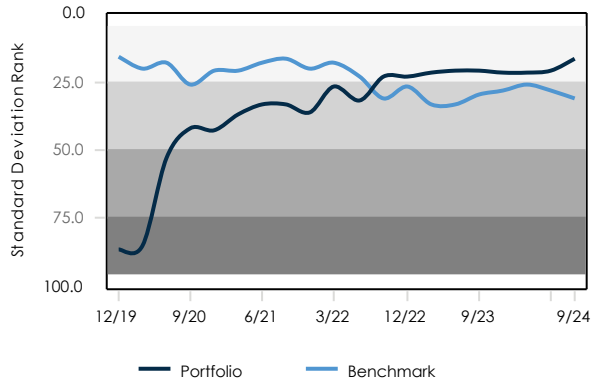
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	-2.70	0.94	-0.73	5.74	0.94	45.00	89.92	97.92	0.75

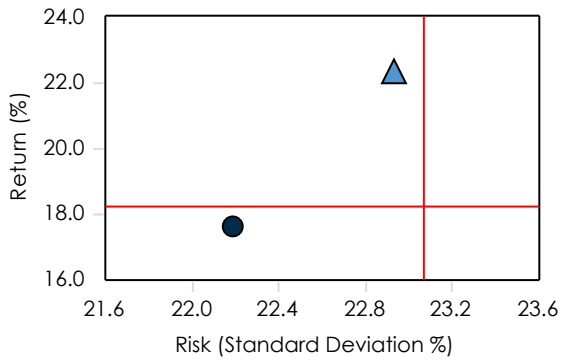
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	17.6	22.2
Benchmark	22.4	22.9
Median	18.3	23.1

Vanguard LifeStrategy Income Inv

Benchmark: Dow Jones U.S. Conservative **Category:** Conservative Allocation **Report Date:** 9/30/2024

Fund Information

Ticker	VASIX
Fund Inception	09/30/1994
Fund Assets	4,081 Million
Portfolio Assets	4,081 Million
Total # of Holdings	6
% in Top 10	99.31 %
PM	Team Managed
PM Tenure	2 Years 7 Months
Turnover	4.00 %
Net Expense (%)	0.11 %
SEC Yield	3.42 %

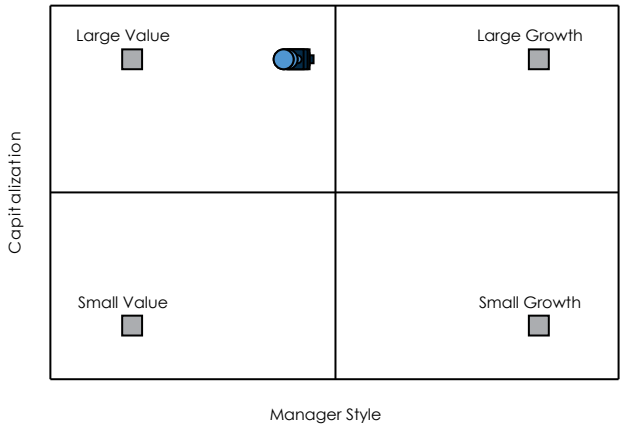
Portfolio Characteristics

Total Securities	6
Avg. Market Cap	$95,988 Million
P/E	18.1
P/B	2.5
Div. Yield	2.2%
Avg. Coupon	3.2 %

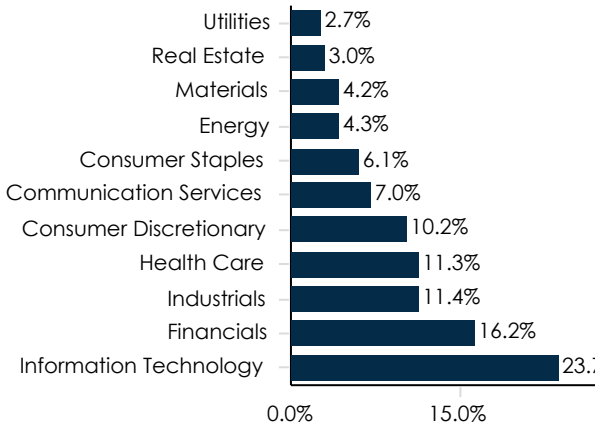
Trailing Performance

	1 Quarter		1 Year		3 Years		5 Years		10 Years		2023		2022		2021		2020	
Manager	5.30	(35)	14.87	(57)	0.59	(74)	2.59	(78)	3.57	(49)	9.48	(22)	-13.93	(74)	1.92	(92)	9.13	(35)
Benchmark	3.78		12.09		0.40		2.45		3.23		7.34		-12.14		2.87		7.87	
Category	5.10		15.03		1.22		3.37		3.56		8.68		-12.55		3.74		8.30	

5 Year Style Map



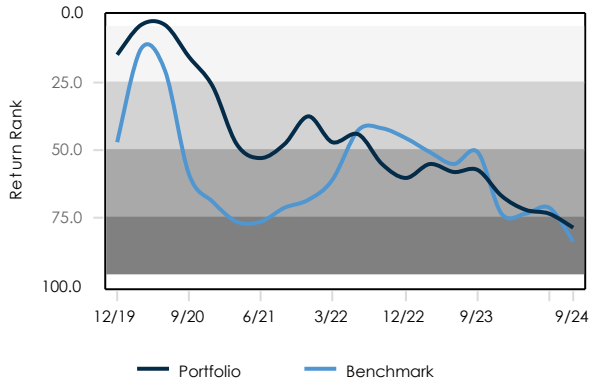
Sector Weights (%)



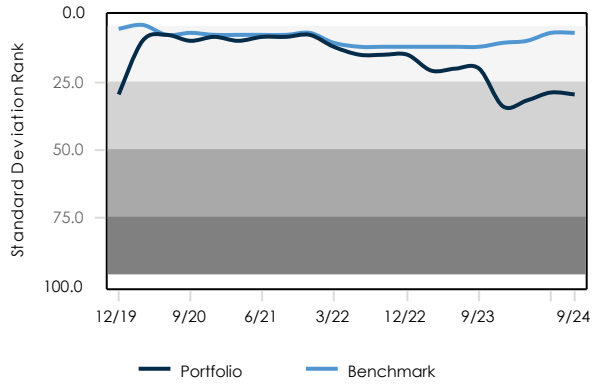
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	-0.13	1.13	0.14	1.39	0.98	53.33	112.98	114.93	0.07

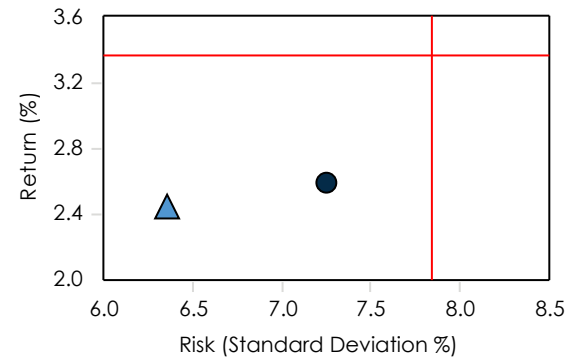
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	2.6	7.3
Benchmark	2.4	6.4
Median	3.4	7.8

Vanguard LifeStrategy Cnsrv Gr Inv

Benchmark: Dow Jones U.S. Moderately **Category:** Moderately Conservative **Report Date:** 9/30/2024

Fund Information

Ticker	VSCGX
Fund Inception	09/30/1994
Fund Assets	10,555 Million
Portfolio Assets	10,555 Million
Total # of Holdings	6
% in Top 10	99.30 %
PM	Team Managed
PM Tenure	2 Years 7 Months
Turnover	4.00 %
Net Expense (%)	0.12 %
SEC Yield	3.03 %

Asset Allocation (%)

Equity	40.14
Fixed Income	59.03
Cash	0.81
Others	0.02

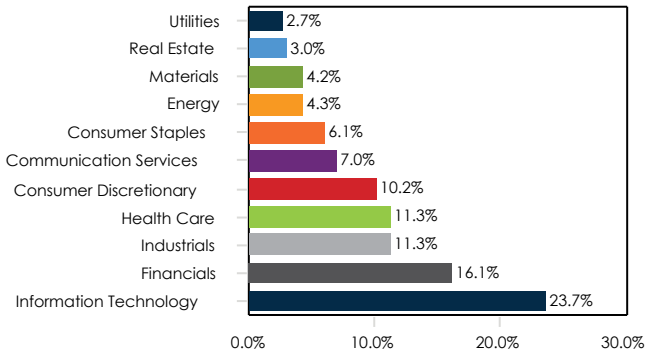
Fund Characteristics

Total Securities	6
Avg. Market Cap	$96,393 Million
P/E	18.1
P/B	2.5
Div. Yield	2.2%
Avg. Coupon	3.2 %
Avg. Effective Maturity	8.49 Years
Avg. Effective Duration	6.39 Years
Avg. Credit Quality	A
Yield To Maturity	4.37 %
SEC Yield	3.03 %

Trailing Performance

	1 Quarter		1 Year		3 Years		5 Years		10 Years		2023		2022		2021		2020	
Manager	5.74	(38)	18.82	(41)	2.39	(58)	5.06	(54)	5.24	(30)	12.48	(13)	-14.99	(79)	6.05	(90)	11.51	(23)
Benchmark	5.52		17.68		2.37		5.35		5.59		10.40		-13.16		8.66		10.56	
Category	5.46		18.44		2.53		5.16		4.82		10.55		-13.69		7.96		9.37	

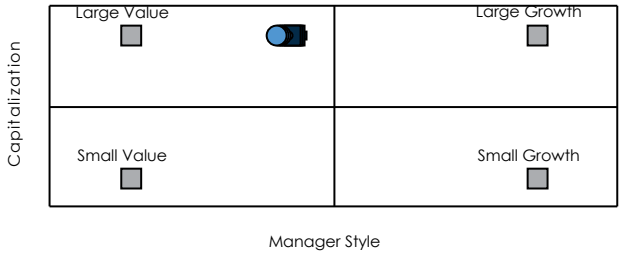
Equity Sector Allocation



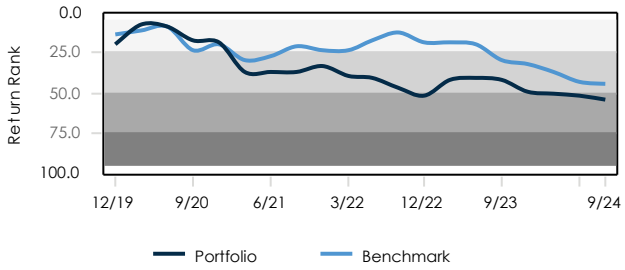
Top Ten Securities

Vanguard Total Bond Market II Idx	40.9 %
Vanguard Total Stock Mkt Idx Inv	24.1 %
Vanguard Total Intl Bd II Idx	17.8 %
Vanguard Total Intl Stock Index	16.4 %
Total	**99.3 %**

5 Year Style Map



5 Year Rolling Percentile Ranking



Fund Statistics

	5 Years
Standard Deviation	9.51
vs. Dow Jones U.S. Moderately Conservative Index	
Alpha	-0.12
Beta	0.97
Information Ratio	-0.19
Tracking Error	1.56
R-Squared	0.97
Consistency	46.67
Up Capture	98.55
Down Capture	100.52
vs. 90 Day U.S. Treasury Bill	
Sharpe Ratio	0.33

Vanguard LifeStrategy Growth Inv

Benchmark: Dow Jones U.S. Moderately **Category:** Moderately Aggressive **Report Date:** 9/30/2024

Fund Information

Ticker	VASGX
Fund Inception	09/30/1994
Fund Assets	22,585 Million
Portfolio Assets	22,585 Million
Total # of Holdings	6
% in Top 10	99.28 %
PM	Team Managed
PM Tenure	2 Years 7 Months
Turnover	3.00 %
Net Expense (%)	0.14 %
SEC Yield	2.26 %

Asset Allocation (%)

Equity	79.31
Fixed Income	19.20
Cash	1.44
Others	0.05

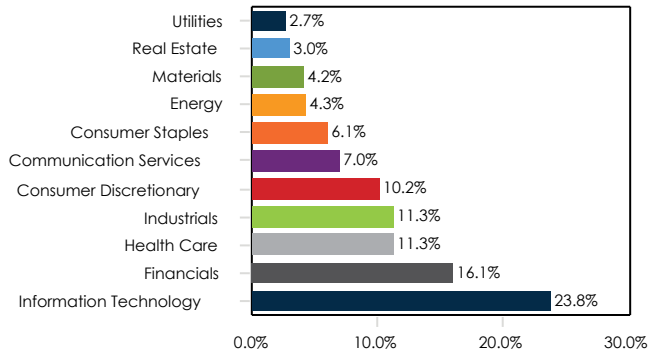
Fund Characteristics

Total Securities	6
Avg. Market Cap	$97,341 Million
P/E	18.1
P/B	2.5
Div. Yield	2.2%
Avg. Coupon	3.2 %
Avg. Effective Maturity	8.49 Years
Avg. Effective Duration	6.39 Years
Avg. Credit Quality	A
Yield To Maturity	4.37 %
SEC Yield	2.26 %

Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	6.50 (24)	26.88 (34)	5.87 (41)	9.82 (30)	8.37 (24)	18.55 (25)	-17.09 (61)	14.35 (72)	15.45 (26)
Benchmark	6.41	25.31	6.01	10.64	9.55	17.12	-15.50	19.81	15.28
Category	6.00	25.64	5.54	9.18	7.63	16.23	-16.50	15.88	13.05

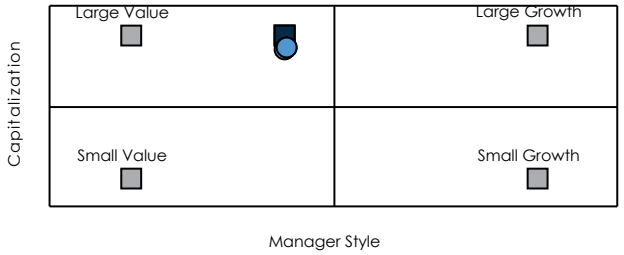
Equity Sector Allocation



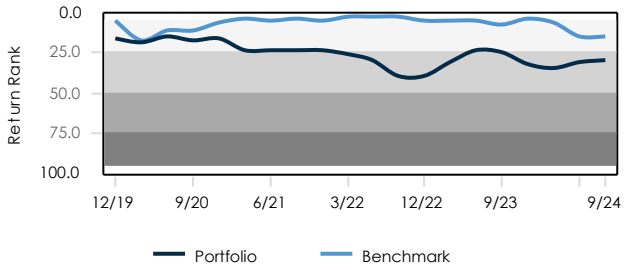
Top Ten Securities

Vanguard Total Stock Mkt Idx Inv	48.1 %
Vanguard Total Intl Stock Index	32.0 %
Vanguard Total Bond Market II Idx	13.3 %
Vanguard Total Intl Bd II Idx	5.8 %
Total	**99.3 %**

5 Year Style Map



5 Year Rolling Percentile Ranking



Fund Statistics

	5 Years
Standard Deviation	14.79
vs. Dow Jones U.S. Moderately Aggressive Index	
Alpha	0.09
Beta	0.91
Information Ratio	-0.30
Tracking Error	3.10
R-Squared	0.97
Consistency	48.33
Up Capture	94.95
Down Capture	97.11
vs. 90 Day U.S. Treasury Bill	
Sharpe Ratio	0.55

PIMCO International Bond (USD-Hdg) Instl

Benchmark: Blmbg. Global Aggregate Index **Category:** Global Bond-USD Hedged **Report Date:** 9/30/2024

Fund Information

Ticker	PFORX
Fund Inception	12/02/1992
Fund Assets	15,385 Million
Portfolio Assets	10,450 Million
Total # of Holdings	1666
% in Top 10	15.27 %
PM	Balls,A/Gupta,S/Pagani,L
PM Tenure	10 Years
Turnover	657.00 %
Net Expense (%)	0.75 %
SEC Yield	4.15 %

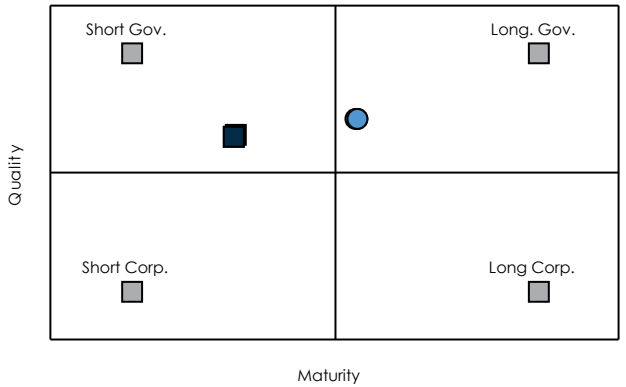
Portfolio Characteristics

Avg. Coupon	2.57 %
Average Effective Maturity	6.58 Years
Average Effective Duration	5.74 Years
Average Credit Quality	A
Yield To Maturity	6.09 %
SEC Yield	4.15 %

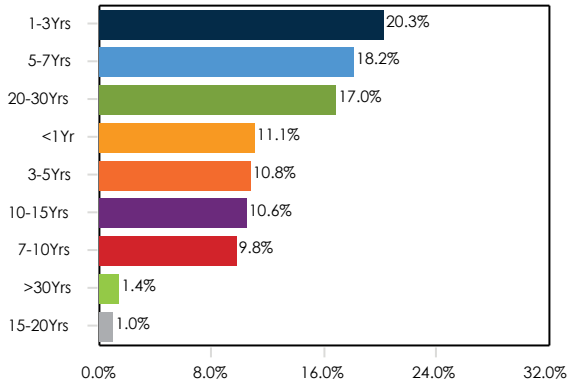
Trailing Performance

	1 Quarter		1 Year		3 Years		5 Years		10 Years		2023		2022		2021		2020	
Manager	3.12	(85)	10.77	(64)	0.93	(5)	1.37	(15)	3.15	(3)	9.49	(13)	-9.84	(13)	-1.67	(42)	6.15	(49)
Benchmark	6.98		11.99		-3.06		-0.83		0.57		5.72		-16.25		-4.71		9.20	
Category	4.22		11.05		-0.64		0.49		2.05		7.77		-12.37		-1.96		6.13	

5 Year Style Map



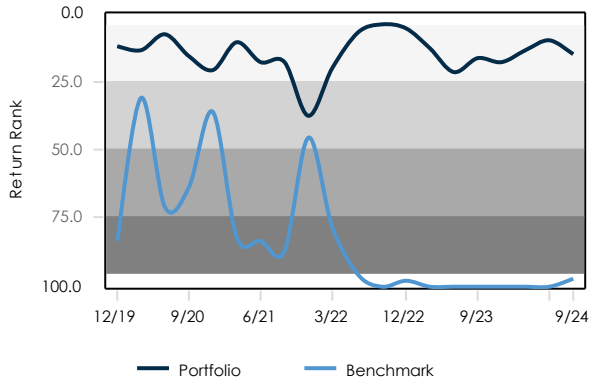
Maturity Distribution



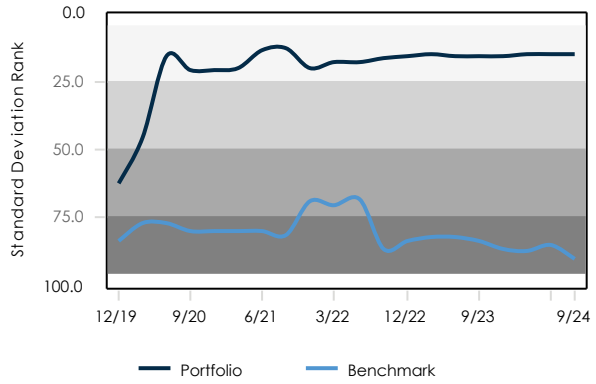
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	1.75	0.50	0.44	4.60	0.68	55.00	55.52	38.64	-0.18

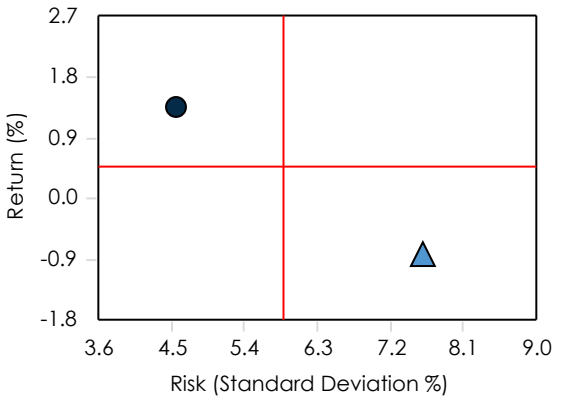
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	1.4	4.6
Benchmark	-0.8	7.6
Median	0.5	5.9

JPMorgan High Yield R6

Benchmark: Credit Suisse High Yield Index **Category:** High Yield Bond **Report Date:** 9/30/2024

Fund Information

Ticker	JHYUX
Fund Inception	02/22/2005
Fund Assets	5,723 Million
Portfolio Assets	4,290 Million
Total # of Holdings	786
% in Top 10	12.03 %
PM	Team Managed
PM Tenure	25 Years 10 Months
Turnover	25.00 %
Net Expense (%)	0.50 %
SEC Yield	6.97 %

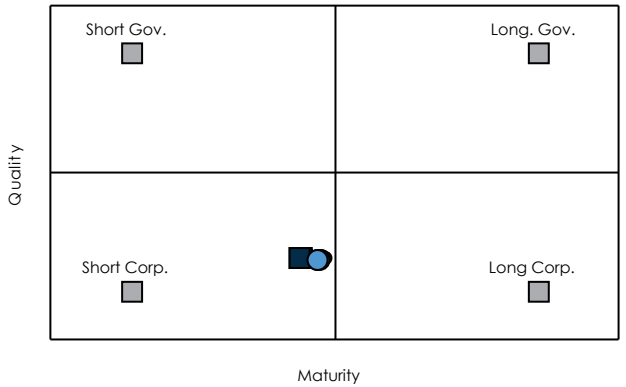
Portfolio Characteristics

Avg. Coupon	6.33 %
Average Effective Maturity	3.31 Years
Average Effective Duration	2.50 Years
Average Credit Quality	B
Yield To Maturity	7.65 %
SEC Yield	6.97 %

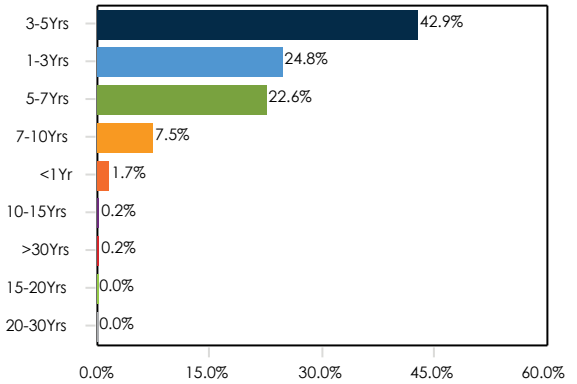
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	5.60 (5)	15.42 (22)	3.10 (35)	4.26 (37)	4.39 (40)	12.12 (50)	-10.30 (42)	7.08 (11)	3.00 (84)
Benchmark	4.74	14.92	3.22	4.53	4.83	13.55	-10.55	5.50	5.48
Category	4.51	14.33	2.74	4.04	4.23	12.12	-10.70	4.85	5.31

5 Year Style Map



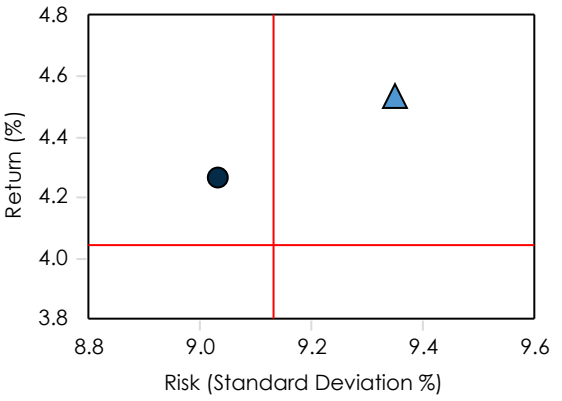
Maturity Distribution



Fund Statistics - 5 Years

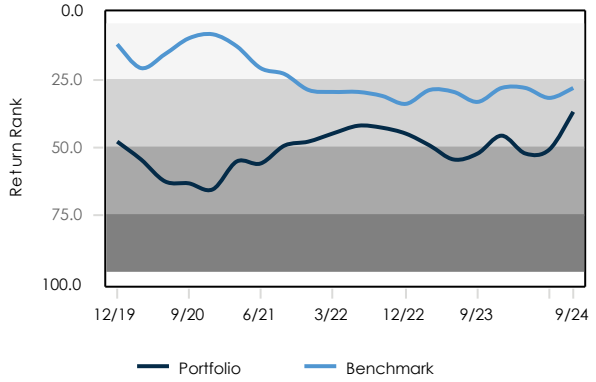
	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	-0.09	0.96	-0.25	1.14	0.99	53.33	94.89	95.34	0.25

Risk and Return - 5 Years

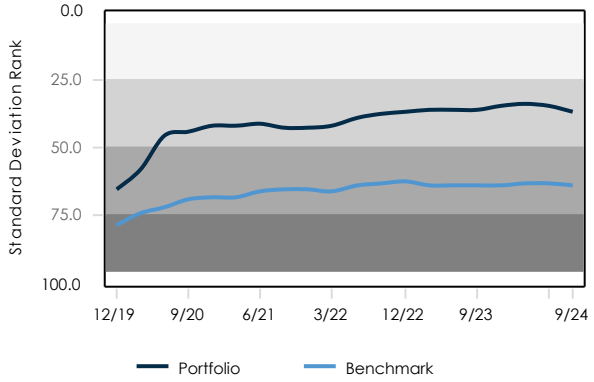


	Return	Standard Deviation
Manager	4.3	9.0
Benchmark	4.5	9.3
Median	4.0	9.1

5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Vanguard Total Bond Market Index Adm

Benchmark: Blmbg. U.S. Aggregate Float Adjusted **Category:** Intermediate Core Bond **Report Date:** 9/30/2024

Fund Information

Ticker	VBTLX
Fund Inception	11/12/2001
Fund Assets	343,379 Million
Portfolio Assets	102,378 Million
Total # of Holdings	17822
% in Top 10	4.14 %
PM	Barrickman,J
PM Tenure	11 Years 7 Months
Turnover	36.00 %
Net Expense (%)	0.05 %
SEC Yield	3.99 %

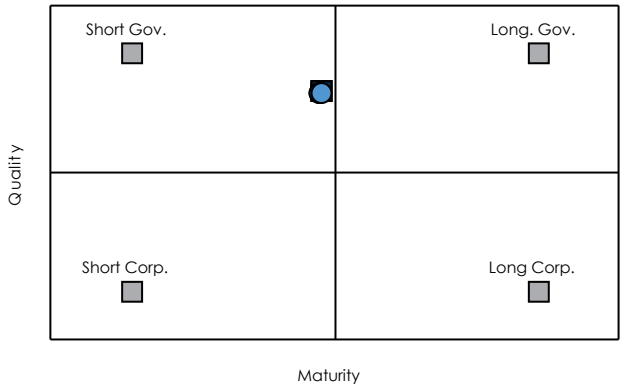
Portfolio Characteristics

Avg. Coupon	3.47 %
Average Effective Maturity	8.30 Years
Average Effective Duration	6.01 Years
Average Credit Quality	AA
Yield To Maturity	4.23 %
SEC Yield	3.99 %

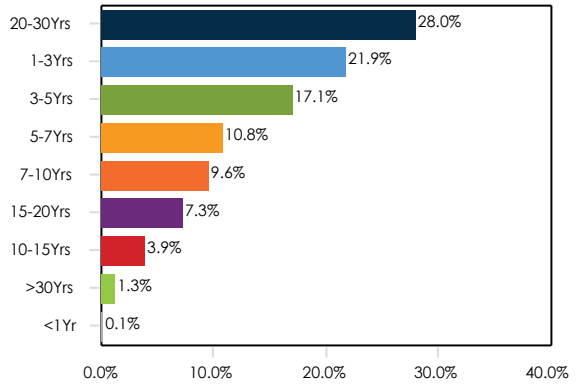
Trailing Performance

	1 Quarter		1 Year		3 Years		5 Years		10 Years		2023		2022		2021		2020	
Manager	5.06	(64)	11.40	(71)	-1.43	(44)	0.31	(59)	1.82	(46)	5.70	(45)	-13.16	(35)	-1.67	(55)	7.72	(53)
Benchmark	5.13		11.47		-1.38		0.36		1.87		5.60		-13.07		-1.58		7.75	
Category	5.13		11.72		-1.50		0.39		1.78		5.61		-13.39		-1.61		7.80	

5 Year Style Map



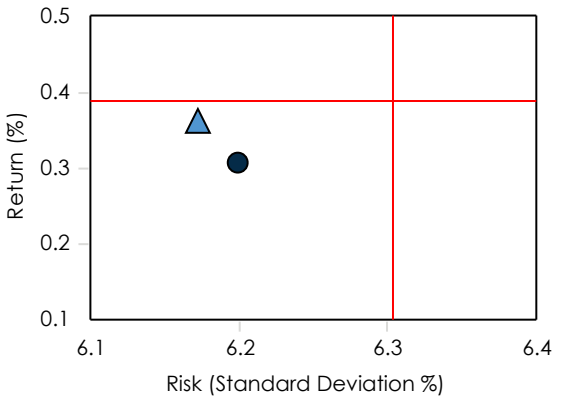
Maturity Distribution



Fund Statistics - 5 Years

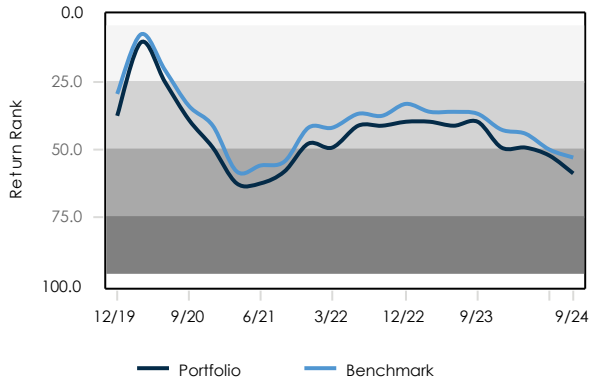
	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	-0.05	1.00	-0.22	0.25	1.00	50.00	100.18	100.86	-0.29

Risk and Return - 5 Years

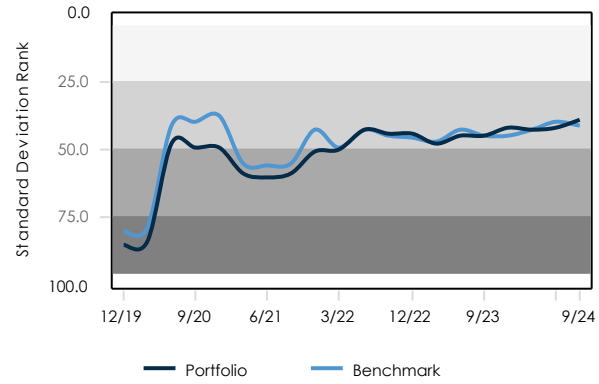


	Return	Standard Deviation
Manager	0.3	6.2
Benchmark	0.4	6.2
Median	0.4	6.3

5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



MFS Total Return Bond R6

Benchmark: Blmbg. U.S. Universal Index **Category:** Intermediate Core-Plus **Report Date:** 9/30/2024

Fund Information

Ticker	MRBKX
Fund Inception	05/01/2006
Fund Assets	8,202 Million
Portfolio Assets	3,879 Million
Total # of Holdings	1153
% in Top 10	25.55 %
PM	Mackey,A/Marston,J
PM Tenure	14 Years 9 Months
Turnover	76.00 %
Net Expense (%)	0.36 %
SEC Yield	4.42 %

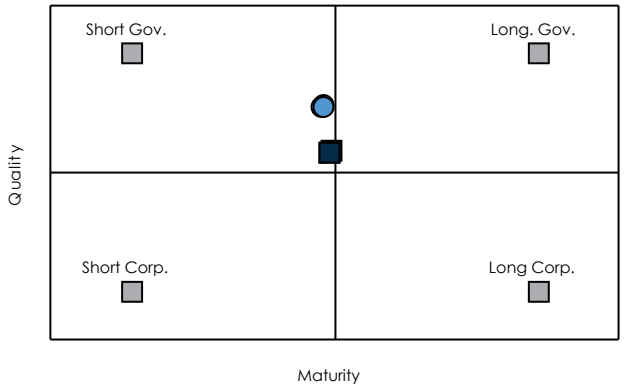
Portfolio Characteristics

Avg. Coupon	4.34 %
Average Effective Maturity	7.77 Years
Average Effective Duration	6.10 Years
Average Credit Quality	BBB
Yield To Maturity	5.34 %
SEC Yield	4.42 %

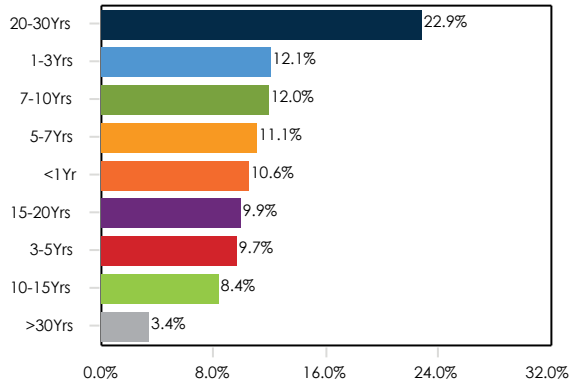
Trailing Performance

	1 Quarter		1 Year		3 Years		5 Years		10 Years		2023		2022		2021		2020	
Manager	5.39	(29)	12.90	(35)	-0.80	(22)	1.15	(28)	2.33	(29)	7.44	(10)	-13.81	(47)	-0.73	(45)	8.94	(34)
Benchmark	5.20		12.08		-1.05		0.70		2.15		6.17		-12.99		-1.10		7.58	
Category	5.22		12.59		-1.42		0.72		2.02		6.17		-13.94		-0.86		8.41	

5 Year Style Map



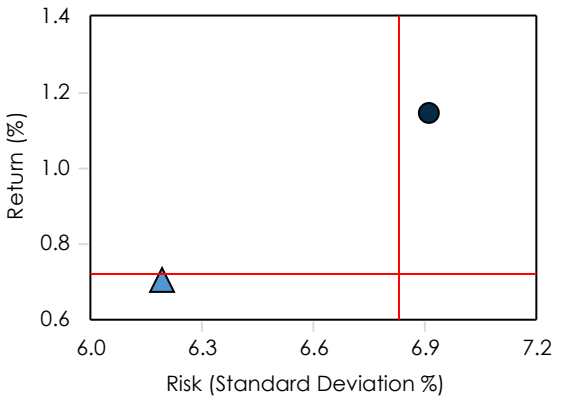
Maturity Distribution



Fund Statistics - 5 Years

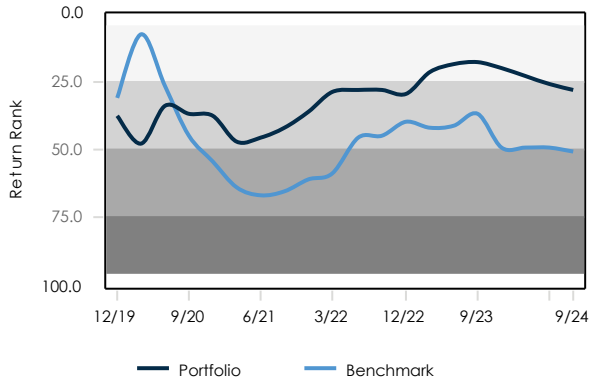
	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	0.41	1.09	0.32	1.52	0.96	63.33	112.21	107.40	-0.13

Risk and Return - 5 Years

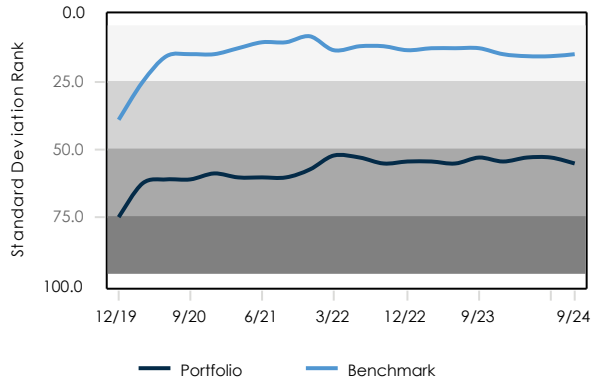


	Return	Standard Deviation
Manager	1.1	6.9
Benchmark	0.7	6.2
Median	0.7	6.8

5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Lord Abbett Short Duration Income R6

Benchmark: Bloomberg U.S. Gov/Credit 1-3 **Category:** Short-Term Bond **Report Date:** 9/30/2024

Fund Information

Ticker	LDLVX
Fund Inception	06/30/2015
Fund Assets	42,705 Million
Portfolio Assets	1,065 Million
Total # of Holdings	1135
% in Top 10	6.04 %
PM	Team Managed
PM Tenure	25 Years 9 Months
Turnover	54.00 %
Net Expense (%)	0.31 %
SEC Yield	4.95 %

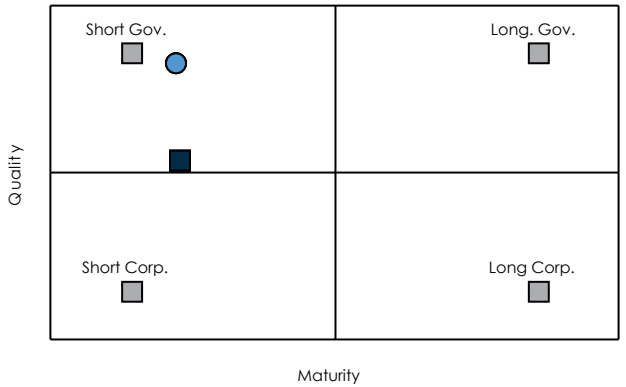
Portfolio Characteristics

Avg. Coupon	4.72 %
Average Effective Maturity	2.03 Years
Average Effective Duration	1.75 Years
Average Credit Quality	BBB
Yield To Maturity	5.37 %
SEC Yield	4.95 %

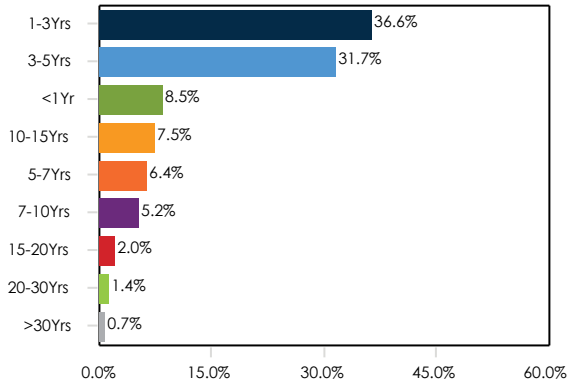
Trailing Performance

	1 Quarter		1 Year		3 Years		5 Years		10 Years		2023		2022		2021		2020	
Manager	2.90	(74)	8.07	(60)	1.87	(32)	2.25	(29)	2.49	(11)	5.74	(42)	-4.51	(37)	1.16	(13)	3.21	(74)
Benchmark	2.96		7.19		1.50		1.70		1.65		4.61		-3.69		-0.47		3.33	
Category	3.06		8.26		1.52		1.92		1.88		5.51		-4.95		-0.30		3.90	

5 Year Style Map



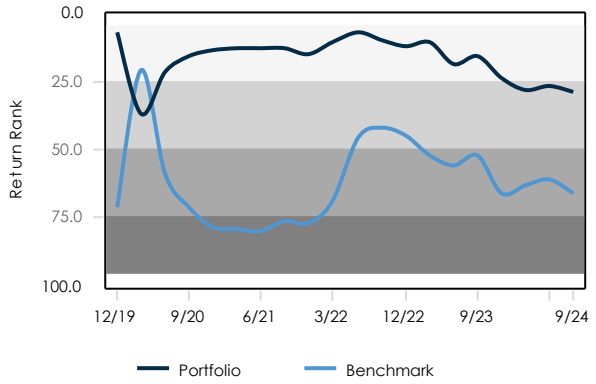
Maturity Distribution



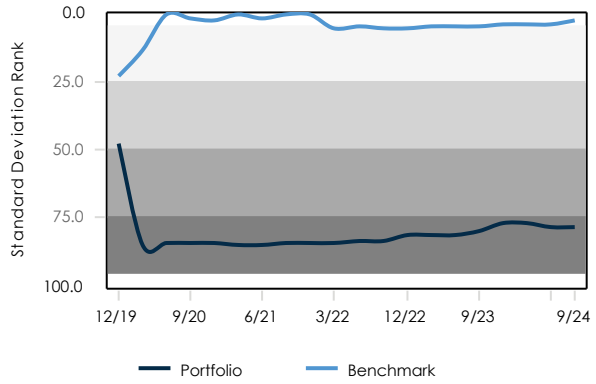
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	0.52	1.05	0.18	3.34	0.27	71.67	112.85	91.78	0.00

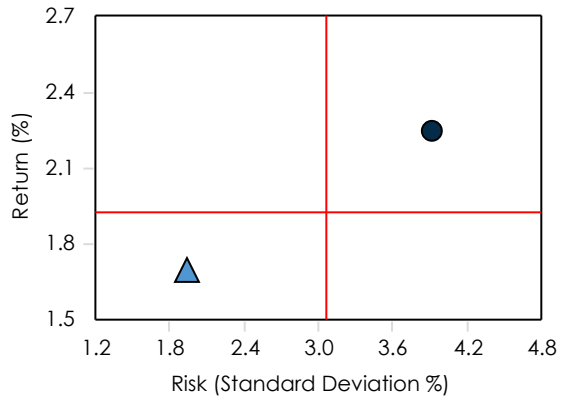
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years

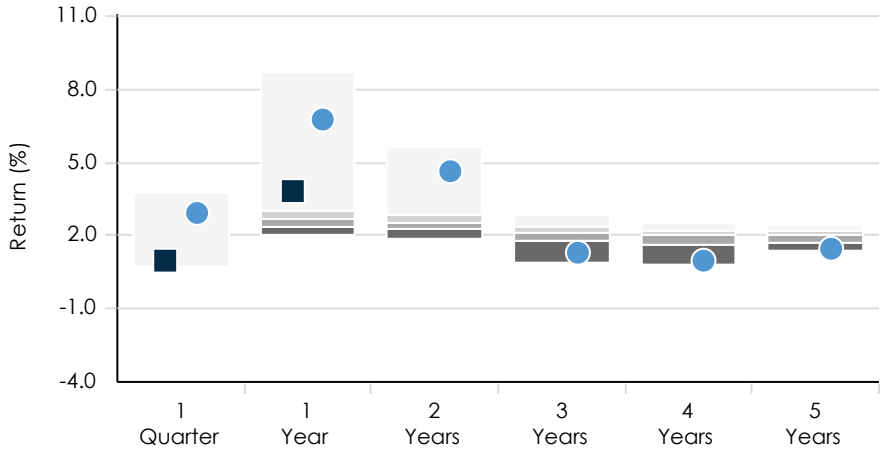


	Return	Standard Deviation
Manager	2.2	3.9
Benchmark	1.7	1.9
Median	1.9	3.1

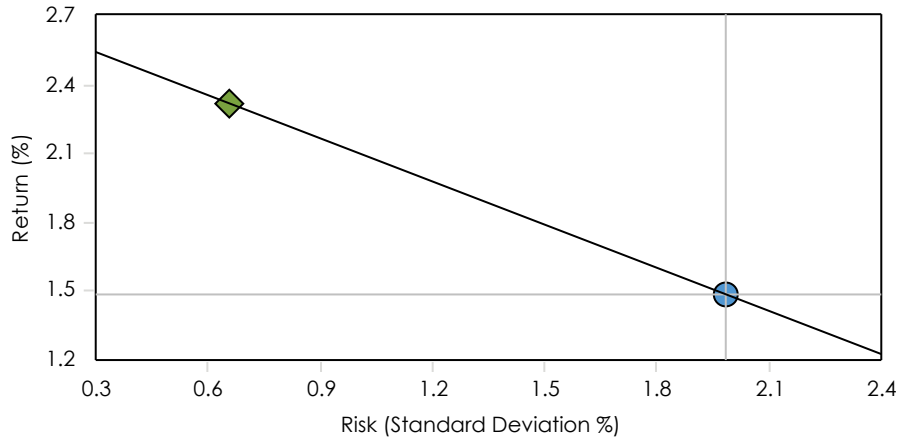
Transamerica Guaranteed Investment Option

Benchmark: Bloomberg U.S. Government 1-3 **Category:** IM U.S. GIC/Stable Value (SA+CF) **Report Date:** 9/30/2024

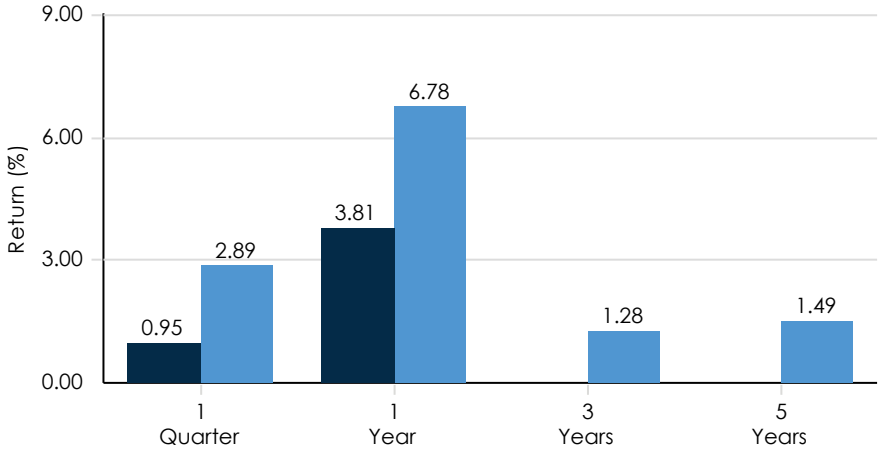
Performance vs. Peer Group Performance



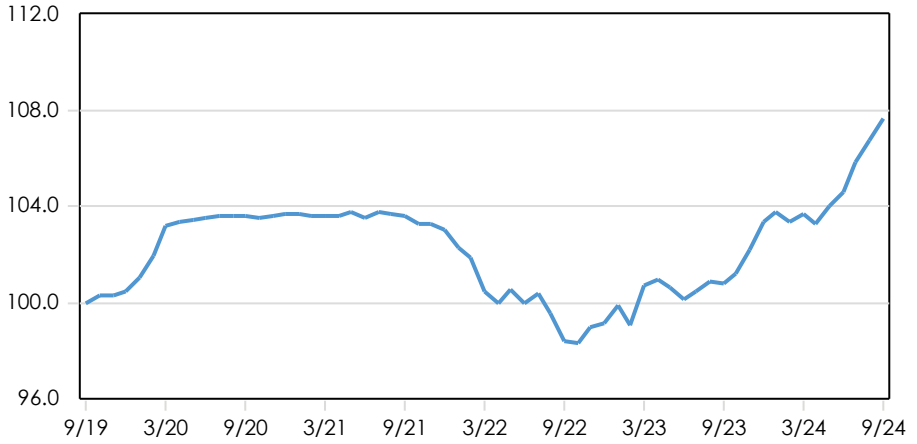
5 Year Risk vs. Reward



Time Weighted Rates of Return



5 Year Growth of $100 Investment



5 Year Risk Statistics

	Beta	Standard Deviation	Downside Semi Deviation	Alpha	Sharpe Ratio	Information Ratio	R-Squared
Portfolio	-	-	-	-	-	-	-
Benchmark	1.00	2.60	2.34	0.00	-0.36	-	1.00

5 Year Performance Analysis

	Up Market Periods	Down Market Periods	Best Quarter	Worst Quarter	Up Capture	Down Capture
Portfolio	-	-	-	-	-	-
Benchmark	13	7	2.89	-2.50	100.00	100.00

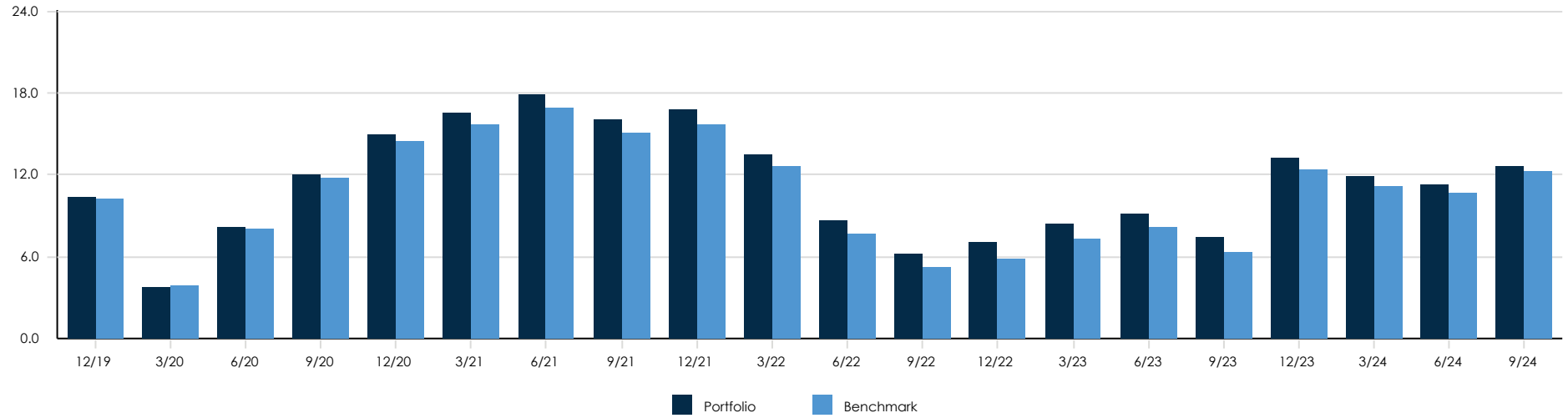
Ultra Aggressive Portfolio

Benchmark: Blended Benchmark **Report Date:**9/30/2024

Trailing Performance

	1 Quarter	YTD	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Portfolio	6.27	15.73	28.20	6.34	12.68	10.82	20.46	-18.68	20.16	21.24
Benchmark	7.00	17.03	31.44	6.75	12.29	10.60	23.75	-20.23	17.83	19.86

5 Year Annualized Returns



Portfolio Composition	Target (%)
Ultra Aggressive Portfolio	**100.00**
BNY Mellon Dynamic Value Fund Y	15.00
Goldman Sachs Large Cap Gr Insghts R6	15.00
Columbia Select Mid Cap Value Instl 3	7.50
Delaware Ivy Mid Cap Growth R6	7.50
Franklin Small Cap Value R6	7.50
Delaware Ivy Small Cap Growth R6	7.50
Columbia Overseas Value Inst3	10.00
ClearBridge International Growth IS	10.00
Voya Multi-Manager International Sm Cp I	5.00
Invesco Developing Markets R6	5.00
Columbia Seligman Tech & Info Inst3	10.00

5 Year Risk Statistics

	Beta	Standard Deviation	Downside Semi Deviation	Alpha	Sharpe Ratio	Information Ratio	R-Squared
Portfolio	1.03	21.76	25.16	0.03	0.56	0.27	0.99
Benchmark	1.00	20.97	24.63	0.00	0.56	-	1.00

5 Year Performance Analysis

	Up Market Periods	Down Market Periods	Best Quarter	Worst Quarter	Up Capture	Down Capture
Portfolio	14	6	24.08	-24.33	102.59	101.28
Benchmark	14	6	21.96	-23.12	100.00	100.00

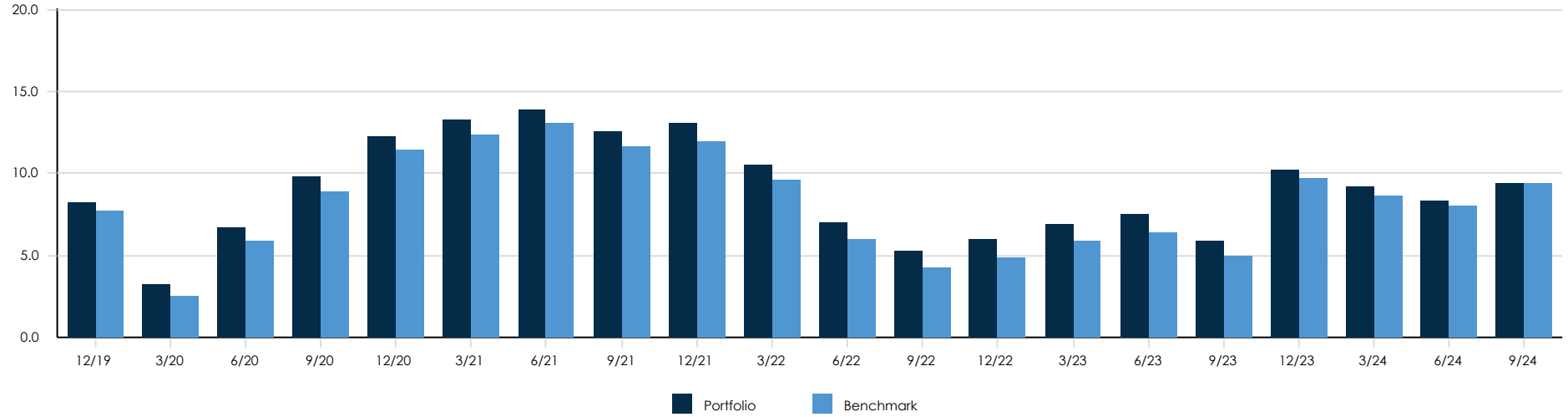
Aggressive Portfolio

Benchmark: Blended Benchmark **Report Date:**9/30/2024

Trailing Performance

	1 Quarter	YTD	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Portfolio	5.28	11.45	21.14	4.67	9.43	8.43	14.25	-13.82	14.33	16.80
Benchmark	6.22	12.84	24.31	4.94	9.43	8.14	16.79	-15.56	13.48	15.82

5 Year Annualized Returns



Portfolio Composition	Target (%)
Aggressive Portfolio	**100.00**
JHancock Disciplined Value R6	12.00
AB Large Cap Growth Z	12.00
Columbia Select Mid Cap Value Instl 3	10.00
Delaware Ivy Mid Cap Growth R6	10.00
Franklin Small Cap Value R6	8.00
Delaware Ivy Small Cap Growth R6	8.00
Columbia Overseas Value Inst3	5.00
ClearBridge International Growth IS	5.00
Voya Multi-Manager International Sm Cp I	5.00
Goldman Sachs Em Mkts Eq Insghts R6	5.00
Transamerica Guaranteed Investment Option	20.00

5 Year Risk Statistics

	Beta	Standard Deviation	Downside Semi Deviation	Alpha	Sharpe Ratio	Information Ratio	R-Squared
Portfolio	1.00	17.16	18.50	-0.01	0.48	0.01	0.99
Benchmark	1.00	17.06	20.23	0.00	0.49	-	1.00

5 Year Performance Analysis

	Up Market Periods	Down Market Periods	Best Quarter	Worst Quarter	Up Capture	Down Capture
Portfolio	14	6	18.64	-19.66	99.49	98.79
Benchmark	14	6	17.17	-19.52	100.00	100.00

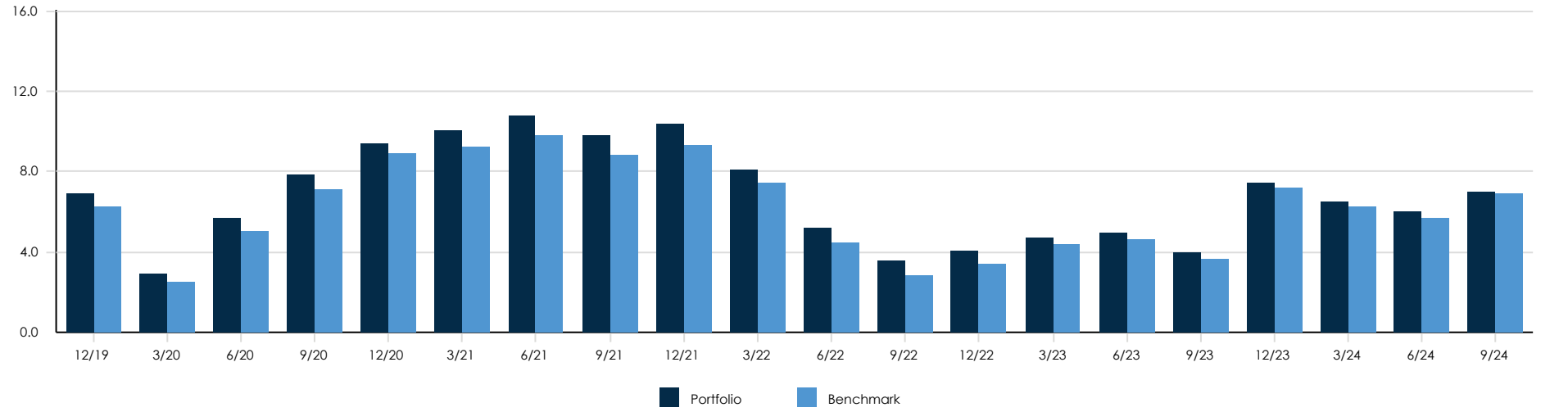
Balanced Portfolio

Benchmark: Blended Benchmark **Report Date:**9/30/2024

Trailing Performance

	1 Quarter	YTD	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Portfolio	4.95	9.83	18.49	2.88	7.01	6.62	11.35	-13.90	11.38	13.32
Benchmark	6.24	10.53	20.36	3.54	6.93	6.29	13.49	-14.04	9.86	12.05

5 Year Annualized Returns



Portfolio Composition	Target (%)
Balanced Portfolio	**100.00**
JHancock Disciplined Value R6	10.00
AB Large Cap Growth Z	10.00
JPMorgan Mid Cap Value R6	5.00
Pioneer Select Mid Cap Growth K	5.00
JPMorgan Small Cap Value R6	5.00
AB Small Cap Growth Z	5.00
Columbia Overseas Value Inst3	5.00
ClearBridge International Growth IS	5.00
Voya Multi-Manager International Sm Cp I	5.00
MFS Global Real Estate R6	5.00
Delaware Ivy Global Bond Fund Class R6	6.00
JHancock Bond R6	4.00
Transamerica Guaranteed Investment Option	30.00

5 Year Risk Statistics

	Beta	Standard Deviation	Downside Semi Deviation	Alpha	Sharpe Ratio	Information Ratio	R-Squared
Portfolio	1.01	13.48	14.86	0.00	0.40	0.07	0.99
Benchmark	1.00	13.22	15.90	0.00	0.41	-	1.00

5 Year Performance Analysis

	Up Market Periods	Down Market Periods	Best Quarter	Worst Quarter	Up Capture	Down Capture
Portfolio	14	6	14.31	-14.94	101.47	101.55
Benchmark	14	6	12.41	-14.50	100.00	100.00

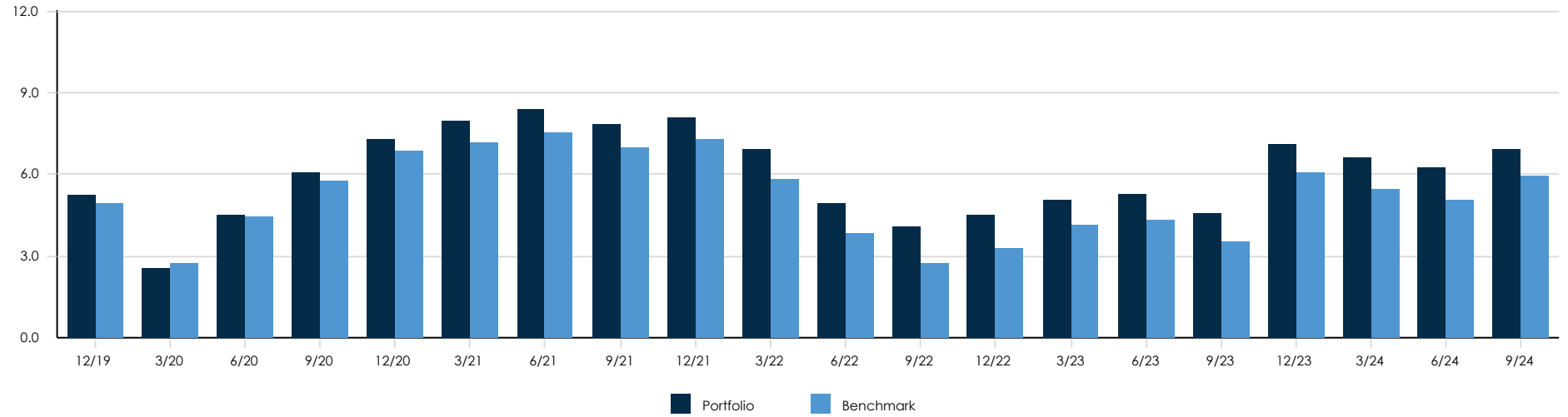
Moderate Portfolio

Benchmark: Blended Benchmark **Report Date:**9/30/2024

Trailing Performance

	1 Quarter	YTD	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Portfolio	3.79	8.47	14.35	4.59	6.97	5.86	10.34	-6.76	8.51	11.13
Benchmark	4.95	9.00	16.48	3.70	5.94	5.23	11.49	-10.17	7.26	9.92

5 Year Annualized Returns



Portfolio Composition	Target (%)
Moderate Portfolio	**100.00**
BNY Mellon Dynamic Value Fund Y	8.00
JPMorgan Growth Advantage R6	8.00
MFS Mid Cap Value R6	4.00
Delaware Ivy Mid Cap Growth R6	4.00
Franklin Small Cap Value R6	3.00
Delaware Ivy Small Cap Growth R6	3.00
Columbia Overseas Value Inst3	5.00
ClearBridge International Growth IS	5.00
JHancock Strategic Income Opps R6	5.00
Pioneer Bond K	5.00
Transamerica Guaranteed Investment Option	50.00
Federated Hermes Capital Pres ISP	0.00

5 Year Risk Statistics

	Beta	Standard Deviation	Downside Semi Deviation	Alpha	Sharpe Ratio	Information Ratio	R-Squared
Portfolio	1.02	9.28	11.55	0.91	0.53	0.55	0.96
Benchmark	1.00	8.96	10.26	0.00	0.44	-	1.00

5 Year Performance Analysis

	Up Market Periods	Down Market Periods	Best Quarter	Worst Quarter	Up Capture	Down Capture
Portfolio	14	6	10.39	-10.32	105.18	91.50
Benchmark	14	6	8.59	-8.50	100.00	100.00

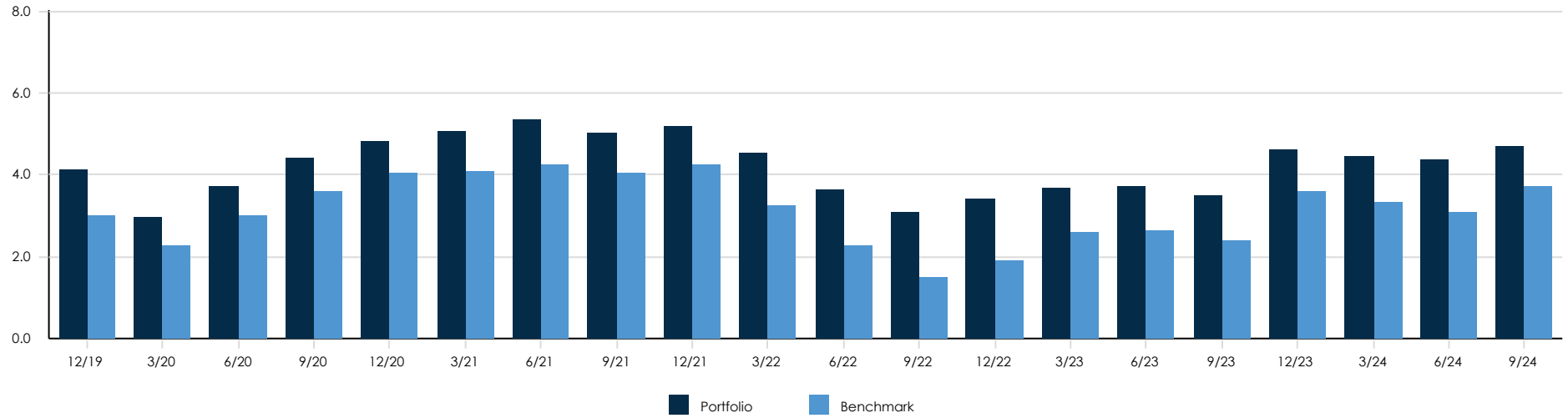
Conservative Portfolio

Benchmark: Blended Benchmark **Report Date:**9/30/2024

Trailing Performance

	1 Quarter	YTD	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Portfolio	2.29	5.74	8.96	3.88	4.71	4.29	6.25	-1.77	5.09	6.03
Benchmark	3.73	6.66	11.32	2.81	3.74	3.19	7.94	-6.36	3.09	5.92

5 Year Annualized Returns



Portfolio Composition	Target (%)
Conservative Portfolio	**100.00**
BNY Mellon Dynamic Value Fund Y	5.00
AB Large Cap Growth Z	5.00
Columbia Overseas Value Inst3	5.00
ClearBridge International Growth IS	5.00
Franklin US Government Secs R6	5.00
PIMCO Short-Term Instl	5.00
Transamerica Guaranteed Investment Option	70.00

5 Year Risk Statistics

	Beta	Standard Deviation	Downside Semi Deviation	Alpha	Sharpe Ratio	Information Ratio	R-Squared
Portfolio	0.83	4.23	4.72	1.56	0.57	0.48	0.82
Benchmark	1.00	4.60	5.34	0.00	0.34	-	1.00

5 Year Performance Analysis

	Up Market Periods	Down Market Periods	Best Quarter	Worst Quarter	Up Capture	Down Capture
Portfolio	15	5	4.66	-4.30	106.16	77.24
Benchmark	15	5	4.37	-3.68	100.00	100.00

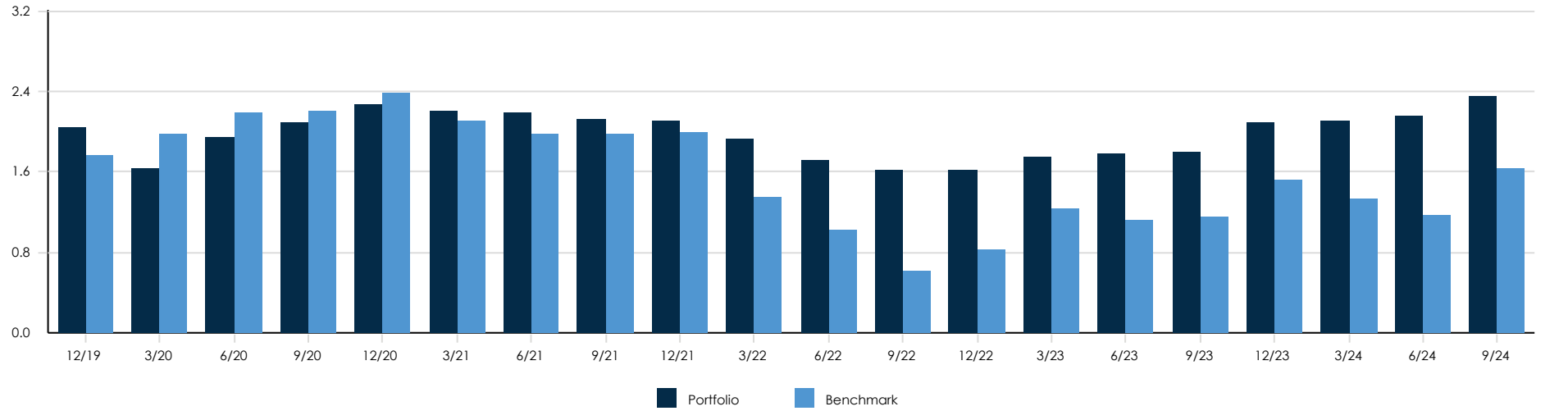
Fixed Income Portfolio

Benchmark: Blended Benchmark **Report Date:**9/30/2024

Trailing Performance

	1 Quarter	YTD	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Portfolio	1.54	3.58	5.26	2.50	2.36	2.18	3.83	-0.23	1.85	2.26
Benchmark	3.08	4.33	7.46	1.31	1.64	1.67	4.95	-4.61	-0.35	3.63

5 Year Annualized Returns



Portfolio Composition	Target (%)
Fixed Income Portfolio	**100.00**
Pioneer Strategic Income K	5.00
Pioneer Bond K	5.00
PIMCO Short-Term Instl	5.00
Invesco Senior Floating Rate R6	5.00
Transamerica Guaranteed Investment Option	80.00

5 Year Risk Statistics

	Beta	Standard Deviation	Downside Semi Deviation	Alpha	Sharpe Ratio	Information Ratio	R-Squared
Portfolio	0.26	1.46	0.90	1.93	0.03	0.29	0.24
Benchmark	1.00	2.74	2.86	0.00	-0.28	-	1.00

5 Year Performance Analysis

	Up Market Periods	Down Market Periods	Best Quarter	Worst Quarter	Up Capture	Down Capture
Portfolio	14	6	1.79	-1.43	75.10	-6.86
Benchmark	14	6	3.08	-2.75	100.00	100.00



USI ADVISORS, INC.

FIDUCIARY OVERSIGHT REVIEW

September | 2024

Presentation to:

Sample Report

This report has been prepared with data believed reliable, but no representation is made as to the data's accuracy or completion. This report should not be used for tax reporting purposes. The information supplied by the individual account statements should be used and a tax advisor should be consulted. Additionally, past performance does not guarantee and is not indicative of future results.

For Plan Sponsor Use Only | This report must be preceded or accompanied by a prospectus for all mutual funds referenced.

Asset Allocation & Performance - Month End

As of September 30, 2024

	Ticker	Performance (%)						Expense Ratio Gross	Expense Ratio Net
		Year To Date	1 Year	5 Years	10 Years	Since Inception	Inception Date		
								-	-
Putnam Large Cap Value R6	PEQSX	22.03	33.60	15.13	11.91	10.75	07/01/1977	0.55	0.55
Touchstone Large Cap Focused R6	TSRLX	18.41	30.40	15.92	13.22	10.94	02/01/1934	1.20	0.67
Vanguard Institutional Index I	VINIX	22.04	36.30	15.95	13.35	10.71	08/01/1990	0.04	0.04
Vanguard Total Stock Mkt Idx Adm	VTSAX	20.58	35.24	15.18	12.77	10.49	05/01/1992	0.04	0.04
JPMorgan Large Cap Growth R6	JLGMX	27.39	44.56	21.25	17.81	11.24	03/01/1992	0.52	0.44
JHancock Disciplined Value Mid Cap R6	JVMRX	12.61	25.82	11.86	10.46	10.16	07/01/1997	0.76	0.75
Vanguard Mid Cap Index Admiral	VIMAX	14.72	28.79	11.22	10.21	10.17	06/01/1998	0.05	0.05
AB Discovery Growth Z	CHCZX	16.49	30.70	10.70	10.60	10.40	08/01/1938	0.67	0.66
Delaware Small Cap Value R6	DVZRX	11.71	24.79	9.30	8.16	10.66	07/01/1987	0.71	0.71
Vanguard Small Cap Index Adm	VSMAX	12.37	27.43	10.66	9.64	10.77	01/01/1974	0.05	0.05
PGIM Jennison Small Company R6	PJSQX	11.90	26.26	13.16	10.14	10.51	12/01/1980	0.69	0.69
Dodge & Cox International Stock X	DOXFX	13.53	21.27	9.17	4.82	7.26	06/01/2001	0.57	0.52
Vanguard Total Intl Stock Index Admiral	VTIAX	13.56	24.88	7.74	5.42	5.11	05/01/1996	0.12	0.12
BNY Mellon International Stock Fund Y	DISYX	9.88	25.35	7.92	7.40	5.75	01/01/2007	0.89	0.89
Invesco International Small-Mid Com R6	OSCIX	7.11	22.22	5.26	8.14	11.19	12/01/1997	0.99	0.99
American Funds New Perspective R6	RNPGX	18.18	31.71	13.85	11.77	12.34	04/01/1973	0.42	0.42
Goldman Sachs Emerging Markets Eq R6	GEMUX	17.19	24.59	4.52	4.75	6.12	01/01/1998	1.11	1.02
Cohen & Steers Realty Shares Z	CSJZX	16.25	36.15	6.48	9.01	11.18	08/01/1991	0.84	0.80
Vanguard Health Care Adm	VGHAX	12.26	19.74	12.03	9.58	15.46	06/01/1984	0.30	0.30
Delaware Ivy Science and Technology R6	ISTNX	29.26	53.68	17.63	14.25	13.68	08/01/1997	0.84	0.84
T. Rowe Price Retirement 2010 I	TRPUX	10.31	18.89	6.23	5.71	7.10	10/01/2002	0.34	0.34
T. Rowe Price Retirement 2015 I	TRUBX	10.65	19.39	6.68	6.18	6.47	03/01/2004	0.35	0.35
T. Rowe Price Retirement 2020 I	TRDBX	11.02	20.10	7.20	6.74	8.11	10/01/2002	0.37	0.37
T. Rowe Price Retirement 2025 I	TREHX	11.64	21.22	7.93	7.33	7.30	03/01/2004	0.38	0.38
T. Rowe Price Retirement 2030 I	TRFHX	12.95	23.44	8.82	7.99	9.05	10/01/2002	0.40	0.40
T. Rowe Price Retirement 2035 I	TRFJX	14.43	25.86	9.78	8.60	8.06	03/01/2004	0.42	0.42
T. Rowe Price Retirement 2040 I	TRHDX	15.63	27.63	10.57	9.10	9.66	10/01/2002	0.43	0.43
T. Rowe Price Retirement 2045 I	TRIKX	16.52	28.82	11.17	9.44	8.62	06/01/2005	0.44	0.44
T. Rowe Price Retirement 2050 I	TRJLX	16.69	29.13	11.27	9.49	7.97	01/01/2007	0.45	0.45
T. Rowe Price Retirement 2055 I	TRJMX	16.87	29.28	11.25	9.47	7.95	01/01/2007	0.46	0.46
T. Rowe Price Retirement 2060 I	TRLNX	16.86	29.34	11.27	9.48	9.04	07/01/2014	0.46	0.46
T. Rowe Price Retirement 2065 I	TRMOX	16.74	29.15	-	-	12.47	11/01/2020	0.46	0.46
Vanguard LifeStrategy Income Inv	VASIX	6.85	14.87	2.59	3.57	5.62	10/01/1994	0.11	0.11
Vanguard LifeStrategy Cnsrv Gr Inv	VSCGX	9.58	18.82	5.06	5.24	6.57	10/01/1994	0.12	0.12
Vanguard LifeStrategy Growth Inv	VASGX	14.97	26.88	9.82	8.37	8.27	10/01/1994	0.14	0.14
PIMCO International Bond (USD-Hdg) Instl	PFORX	4.52	10.77	1.37	3.15	6.24	01/01/1993	0.75	0.75
JPMorgan High Yield R6	JHYUX	8.45	15.42	4.26	4.39	6.10	12/01/1998	0.60	0.50
Vanguard Total Bond Market Index Adm	VBTLX	4.41	11.40	0.31	1.82	5.20	01/01/1987	0.05	0.05
MFS Total Return Bond R6	MRBKX	5.42	12.90	1.15	2.33	4.46	02/01/1999	0.43	0.36
Lord Abbett Short Duration Income R6	LDLVX	5.07	8.07	2.25	2.49	3.89	12/01/1993	0.31	0.31
Transamerica Guaranteed Investment Option		2.89	3.81	-	-	3.78	08/01/2023	-	-
Ultra Aggressive Portfolio		**15.73**	**28.20**	**12.68**	**10.82**	**10.01**	**08/01/2008**	**-**	**-**
BNY Mellon Dynamic Value Fund Y	DRGYX	17.80	26.92	15.61	11.71	11.54	10/01/1995	0.64	0.64
Goldman Sachs Large Cap Gr Insghts R6	GLCUX	27.89	44.91	18.33	14.96	8.88	06/01/1997	0.59	0.55
Columbia Select Mid Cap Value Instl 3	CMVYX	17.01	31.99	12.23	9.38	9.82	12/01/2001	0.77	0.77
Delaware Ivy Mid Cap Growth R6	IGRFX	6.76	22.01	11.05	11.43	8.80	07/01/2000	0.86	0.68
Franklin Small Cap Value R6	FRCSX	11.28	24.89	10.42	9.18	9.39	04/01/1996	0.62	0.60

The actual net expense ratio is the current expenses being assessed by the fund and indicates that the fund's investment manager with respect to the investment sele management fee and/or provide reimbursements that reduce the Gross Expense Ratio. The waiver and/or reimbursements may be voluntary or contractual and ther important details regarding the fund's expense waiver/reimbursement arrangements, please see the fund prospectus. Please refer to the individual investment informa characteristics and comparative information.

Asset Allocation & Performance - Month End

As of September 30, 2024

	Ticker	Performance (%)						Expense Ratio Gross	Expense Ratio Net
		Year To Date	1 Year	5 Years	10 Years	Since Inception	Inception Date		
Delaware Ivy Small Cap Growth R6	IRGFX	13.87	22.08	8.26	9.62	11.30	10/01/1992	0.91	0.76
Columbia Overseas Value Inst3	COSYX	11.85	20.63	8.51	6.25	4.09	04/01/2008	0.84	0.78
ClearBridge International Growth IS	LMGPX	15.96	28.74	8.18	7.75	7.17	05/01/1995	0.71	0.71
Voya Multi-Manager International Sm Cp I	NAPIX	13.40	24.68	9.62	6.88	9.05	09/01/1994	1.33	1.20
Invesco Developing Markets R6	ODVIX	7.29	14.84	1.91	2.37	9.72	12/01/1996	0.88	0.88
Columbia Seligman Tech & Info Inst3	CCOYX	17.74	34.96	22.49	19.92	14.79	07/01/1983	0.85	0.85
Aggressive Portfolio		**11.45**	**21.14**	**9.43**	**8.43**	**-**	**11/01/2001**	**-**	**-**
JHancock Disciplined Value R6	JDVWX	16.65	26.92	12.60	9.85	9.07	02/01/1997	0.66	0.66
AB Large Cap Growth Z	APGZX	20.76	37.60	17.31	16.02	11.17	10/01/1992	0.53	0.52
Columbia Select Mid Cap Value Instl 3	CMVYX	17.01	31.99	12.23	9.38	9.82	12/01/2001	0.77	0.77
Delaware Ivy Mid Cap Growth R6	IGRFX	6.76	22.01	11.05	11.43	8.80	07/01/2000	0.86	0.68
Franklin Small Cap Value R6	FRCSX	11.28	24.89	10.42	9.18	9.39	04/01/1996	0.62	0.60
Delaware Ivy Small Cap Growth R6	IRGFX	13.87	22.08	8.26	9.62	11.30	10/01/1992	0.91	0.76
Columbia Overseas Value Inst3	COSYX	11.85	20.63	8.51	6.25	4.09	04/01/2008	0.84	0.78
ClearBridge International Growth IS	LMGPX	15.96	28.74	8.18	7.75	7.17	05/01/1995	0.71	0.71
Voya Multi-Manager International Sm Cp I	NAPIX	13.40	24.68	9.62	6.88	9.05	09/01/1994	1.33	1.20
Goldman Sachs Em Mkts Eq Insghts R6	GERUX	14.94	23.72	6.62	4.97	2.11	11/01/2007	1.14	1.05
Transamerica Guaranteed Investment Option		2.89	3.81	-	-	3.78	08/01/2023	-	-
Balanced Portfolio		**9.83**	**18.49**	**7.01**	**6.62**	**-**	**12/01/2007**	**-**	**-**
JHancock Disciplined Value R6	JDVWX	16.65	26.92	12.60	9.85	9.07	02/01/1997	0.66	0.66
AB Large Cap Growth Z	APGZX	20.76	37.60	17.31	16.02	11.17	10/01/1992	0.53	0.52
JPMorgan Mid Cap Value R6	JMVYX	14.81	28.85	10.25	9.01	11.67	12/01/1997	0.74	0.65
Pioneer Select Mid Cap Growth K	PSMKX	18.20	34.23	9.74	10.24	11.97	07/01/1993	0.69	0.69
JPMorgan Small Cap Value R6	JSVUX	10.52	26.26	10.52	8.10	10.27	02/01/1995	0.76	0.74
AB Small Cap Growth Z	QUAZX	18.89	31.38	10.35	11.23	10.36	03/01/1969	0.78	0.78
Columbia Overseas Value Inst3	COSYX	11.85	20.63	8.51	6.25	4.09	04/01/2008	0.84	0.78
ClearBridge International Growth IS	LMGPX	15.96	28.74	8.18	7.75	7.17	05/01/1995	0.71	0.71
Voya Multi-Manager International Sm Cp I	NAPIX	13.40	24.68	9.62	6.88	9.05	09/01/1994	1.33	1.20
MFS Global Real Estate R6	MGLRX	8.78	26.79	3.82	6.52	11.49	04/01/2009	0.86	0.85
Delaware Ivy Global Bond Fund Class R6	IVBDX	4.46	11.28	2.15	2.33	2.99	05/01/2008	0.73	0.59
JHancock Bond R6	JHBSX	5.62	13.13	1.12	2.58	6.69	12/01/1973	0.37	0.36
Transamerica Guaranteed Investment Option		2.89	3.81	-	-	3.78	08/01/2023	-	-
Moderate Portfolio		**8.47**	**14.35**	**6.97**	**5.86**	**-**	**06/01/2007**	**-**	**-**
BNY Mellon Dynamic Value Fund Y	DRGYX	17.80	26.92	15.61	11.71	11.54	10/01/1995	0.64	0.64
JPMorgan Growth Advantage R6	JGVVX	24.49	41.33	21.05	17.32	7.00	01/01/2000	0.64	0.55
MFS Mid Cap Value R6	MVCKX	16.79	30.08	12.03	10.09	9.49	09/01/2001	0.63	0.62
Delaware Ivy Mid Cap Growth R6	IGRFX	6.76	22.01	11.05	11.43	8.80	07/01/2000	0.86	0.68
Franklin Small Cap Value R6	FRCSX	11.28	24.89	10.42	9.18	9.39	04/01/1996	0.62	0.60
Delaware Ivy Small Cap Growth R6	IRGFX	13.87	22.08	8.26	9.62	11.30	10/01/1992	0.91	0.76
Columbia Overseas Value Inst3	COSYX	11.85	20.63	8.51	6.25	4.09	04/01/2008	0.84	0.78
ClearBridge International Growth IS	LMGPX	15.96	28.74	8.18	7.75	7.17	05/01/1995	0.71	0.71
JHancock Strategic Income Opps R6	JIPRX	4.97	11.68	2.53	2.94	5.00	05/01/2006	0.72	0.67
Pioneer Bond K	PBFKX	6.33	14.00	1.58	2.62	6.55	11/01/1978	0.36	0.36
Transamerica Guaranteed Investment Option		2.89	3.81	-	-	3.78	08/01/2023	-	-

The actual net expense ratio is the current expenses being assessed by the fund and indicates that the fund's investment manager with respect to the investment sele management fee and/or provide reimbursements that reduce the Gross Expense Ratio. The waiver and/or reimbursements may be voluntary or contractual and ther important details regarding the fund's expense waiver/reimbursement arrangements, please see the fund prospectus. Please refer to the individual investment informa characteristics and comparative information.

Asset Allocation & Performance - Month End

As of September 30, 2024

	Ticker	Performance (%)						Expense Ratio Gross	Expense Ratio Net
		Year To Date	1 Year	5 Years	10 Years	Since Inception	Inception Date		
Conservative Portfolio		**5.74**	**8.96**	**4.71**	**4.29**	**-**	**08/01/1997**	**-**	**-**
BNY Mellon Dynamic Value Fund Y	DRGYX	17.80	26.92	15.61	11.71	11.54	10/01/1995	0.64	0.64
AB Large Cap Growth Z	APGZX	20.76	37.60	17.31	16.02	11.17	10/01/1992	0.53	0.52
Columbia Overseas Value Inst3	COSYX	11.85	20.63	8.51	6.25	4.09	04/01/2008	0.84	0.78
ClearBridge International Growth IS	LMGPX	15.96	28.74	8.18	7.75	7.17	05/01/1995	0.71	0.71
Franklin US Government Secs R6	FGORX	3.91	10.81	-0.10	1.01	5.49	06/01/1970	0.52	0.51
PIMCO Short-Term Instl	PTSHX	4.65	6.14	2.73	2.34	4.02	11/01/1987	0.48	0.48
Transamerica Guaranteed Investment Option		2.89	3.81	-	-	3.78	08/01/2023	-	-
Fixed Income Portfolio		**3.58**	**5.26**	**2.36**	**2.18**	**-**	**09/01/1999**	**-**	**-**
Pioneer Strategic Income K	STRKX	7.70	15.70	2.85	3.35	5.75	05/01/1999	0.65	0.60
Pioneer Bond K	PBFKX	6.33	14.00	1.58	2.62	6.55	11/01/1978	0.36	0.36
PIMCO Short-Term Instl	PTSHX	4.65	6.14	2.73	2.34	4.02	11/01/1987	0.48	0.48
Invesco Senior Floating Rate R6	OOSIX	6.76	8.81	4.61	3.88	4.63	10/01/1999	0.74	0.74
Transamerica Guaranteed Investment Option		2.89	3.81	-	-	3.78	08/01/2023	-	-

The actual net expense ratio is the current expenses being assessed by the fund and indicates that the fund's investment manager with respect to the investment sele management fee and/or provide reimbursements that reduce the Gross Expense Ratio. The waiver and/or reimbursements may be voluntary or contractual and ther important details regarding the fund's expense waiver/reimbursement arrangements, please see the fund prospectus. Please refer to the individual investment informa characteristics and comparative information.

IMPORTANT DISCLOSURES:

You should consider the investment objectives, risks, and charges and expenses of the investment options carefully before investing. The prospectuses and other comparable documents contain this and other information about the investment options. They may be obtained by calling the Plan's record keeper - USI Consulting Group at (866) 305-8846 or by visiting the plan's participant Web Site at http://www.usicg.com/direct_solutions.asp. You should read the prospectuses and/or other comparable documents carefully before investing.

The performance data contained herein represents past performance, which does not guarantee future results. Investment returns and principal value will fluctuate so that shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or high than the performance data quoted. Please contact USI Consulting Group at (866) 305-8846 to obtain performance data current to the most recent month-end. All total returns for the funds listed assume the reinvestment of all dividends and capital gains distributions at net asset value when paid.

Furthermore, the total returns do not reflect the deduction of any initial sales charges as these charges are not applicable to eligible retirement plans. Had these sales charges been deducted, results would have been lower than shown. In certain circumstances, a back-end sales charge may be assessed upon redemption of shares within a particular timeframe. Please refer to the prospectus and/or statement of additional information for specific details. Please note that there are other charges and expenses that apply to the investment options, such as management fees, which are reflected in their net investment return. For certain investment options, the returns reflect subsidies and waivers, without which the results would have been lower than noted. These subsidies and waivers may not continue to remain in effect. Please note that certain funds will charge a redemption fee for short-term trading. The returns shown do not reflect short-term trading fees; if included, results would have been less than shown.

INVESTMENT RISKS:

Investing in mutual funds, which are intended as long-term investments, involves risk, including the possible loss of principal. It is important to understand that certain types of securities and/or investment strategies employed by mutual funds may expose an investor to additional inherent risks.

Investments in **foreign securities** are subject to special additional risks, including currency risk, political risk, and risk associated with varying accounting standards. Funds invested in **emerging markets** may accentuate these risks. **Sector funds** (those funds that invest exclusively in one sector or industry), such as technology or real estate stocks, are subject to substantial volatility due to adverse political, economic, or other developments and may carry additional risk resulting from lack of industry diversification. **Non-diversified** funds, which invest more of their assets in a single issuer, may experience substantial volatility due to the increased concentration of investments. Funds that invest in **small or mid-capitalization companies** may experience a greater degree of market volatility, and potential for business failure, than those of large-capitalization stocks and are riskier investments.

Bond funds have the same interest rate, inflation, and credit risks as associated with the underlying bonds owned by the fund. Generally, the value of bond funds rises when prevailing interest rates fall and falls when interest rates rise. Funds that invest in lower-rated debt securities, commonly referred to as **high yield or junk bonds**, have additional risks and may be subject to greater market fluctuations and risk of loss of income and principal (relative to higher-rated securities), due to the lower credit quality of the securities and increased risk of default. Bear in mind that higher return potential is accompanied by higher risk.

Diversification: Although diversification is not a guarantee against loss, it is an effective strategy to help you manage risk. There is no guarantee that a diversified portfolio will outperform a non-diversified portfolio. There are no assurances that your investment objectives will be achieved.

*Some investments made available by the Plan Sponsor (e.g., stable value funds, etc.) are structured either as collective trust funds or insurance company separate accounts, but are not mutual funds; consequently, they are not registered with or regulated by the U.S. Securities and Exchange Commission. Those established as collective trusts are typically operated and offered by banks and/or trust companies or their affiliates and are regulated by banking regulators. Those established as insurance company separate accounts are typically operated by insurance companies and are regulated by state insurance departments. For a copy of the investment's “Summary Information Booklet” and/or information flyer, please call USI Consulting Group at (866) 305-8846.

The **Model Portfolios identified in this report (if any) are not mutual funds or securities in and of themselves, rather they are asset allocation models comprised of several complementary investments: their individual performance and allocation as a percentage of the Model Portfolio are shown. The individual investments that comprise the Model Portfolios have not been made available by the Plan Sponsor for direct investment. The Gross Expense Ratio shown for each Model Portfolio reflects a blended average weighted expense ratio. Please note that each Model Portfolio’s performance figures have been adjusted to reflect the blended historical performance and expense ratio of the underlying investments *currently* within the portfolio. Actual performance of the Model Portfolios, which reflects changes in investments and/or allocations, is not shown or available.

ADDITIONAL DISCLOSURES

An investment in a money market fund is neither insured nor guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although a money market fund seeks to maintain the value of your investment at $1.00 per share, it is possible to lose money by investing in a money market fund. Keep in mind that a money market’s 7-day yield more closely reflects the current earnings of the money market fund than the total return quotations.

The Net Expense Ratio reflects the current expenses being assessed by the fund and indicates that the fund's investment manager with respect to the investment selection has agreed to waive a portion of their management fee and/or provide reimbursements that reduce the Gross Expense Ratio. The waiver and/or reimbursements may be voluntary or contractual and there is no guarantee that they will remain in effect. For important details regarding the fund's expense waiver/reimbursement arrangements, please see the fund prospectus.

Target Date Analysis

3Q 2024

PREPARED FOR

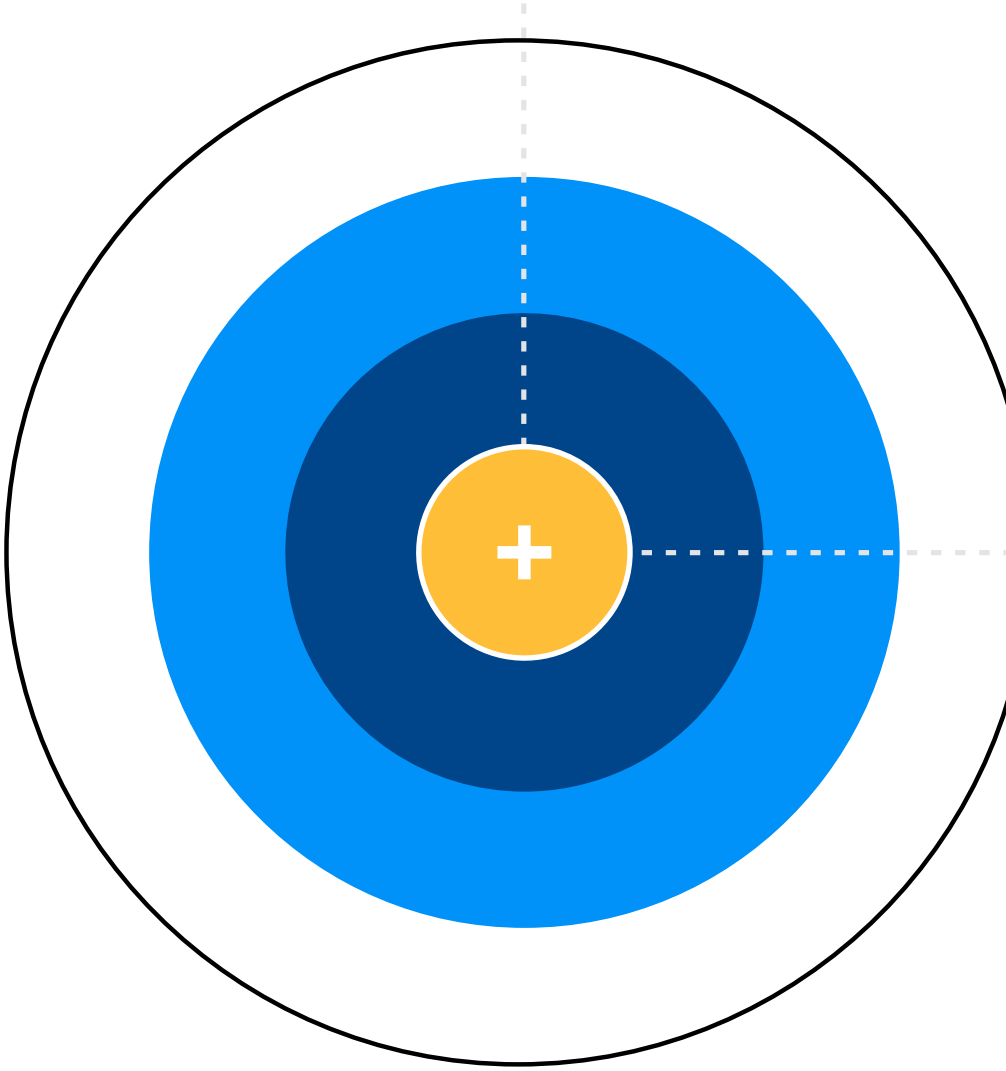
Sample Report

PREPARED BY

Edward Bronkhorst
USI Advisors, Inc.

TARGET DATE FUNDS

- American Funds Trgt Date Rtrmt
- T. Rowe Price Retirement
- Vanguard Target Retirement

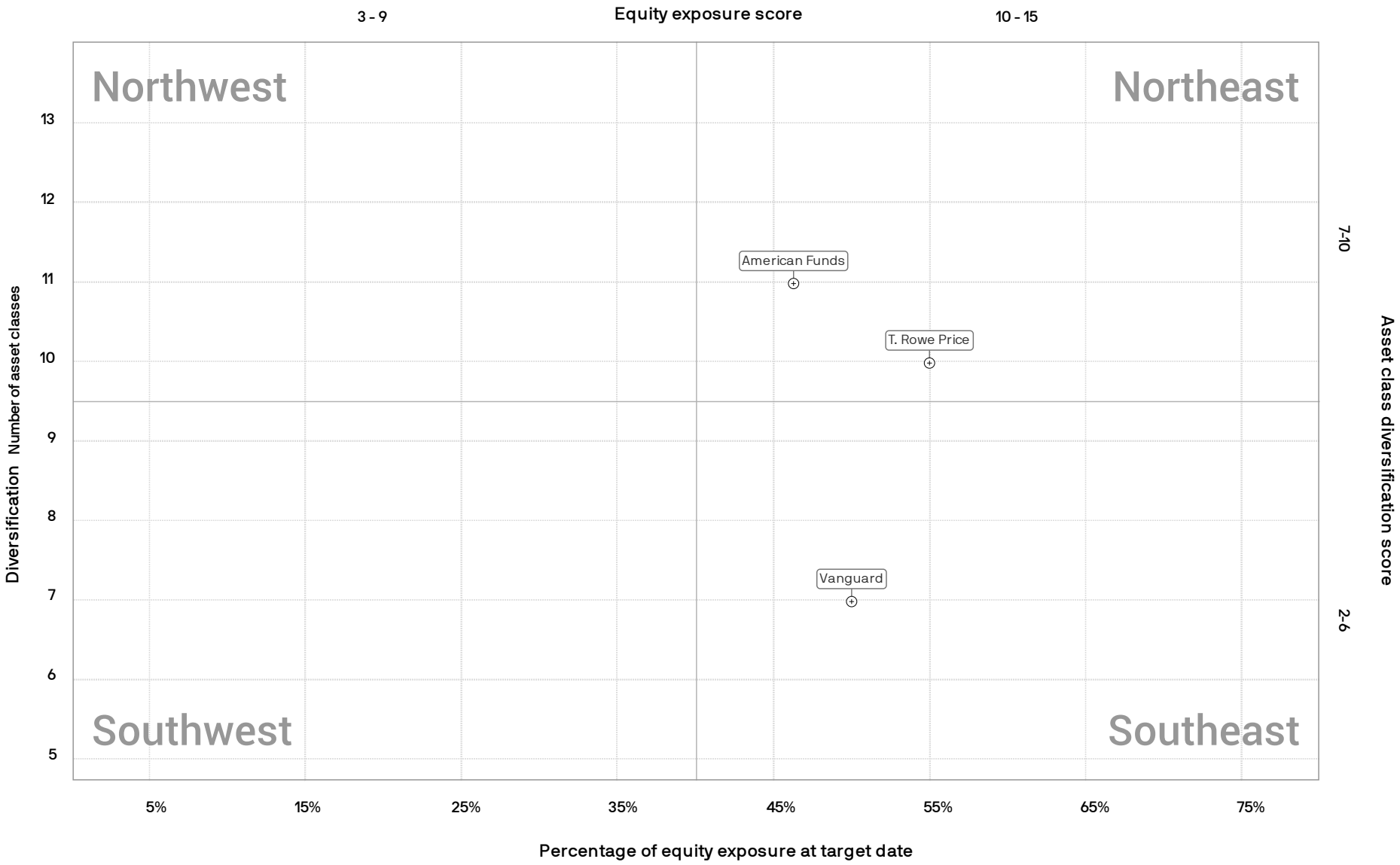


The fund companies displayed in this report appear based upon advisor request. References to specific mutual and commingled funds in this report are for illustrative purposes only and are not intended to be, and should not be interpreted as, recommendations. This report should not be relied on to make investment decisions. Please see additional disclosures on the last page of the document.

The performance data quoted represents past performance and is not a guarantee or prediction of future results. Investment returns and principal value of an investment will fluctuate so that shares or units when redeemed may be worth less than their original cost. Current performance may be lower or higher than the return data quoted herein. To obtain performance data current to the most recent month-end for JP Morgan funds, please visit www.jpmorganfunds.com or call 1-800-480-4111. To obtain performance data current to the most recent month-end for all other fund providers, please contact your financial representative.

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Quadrant map



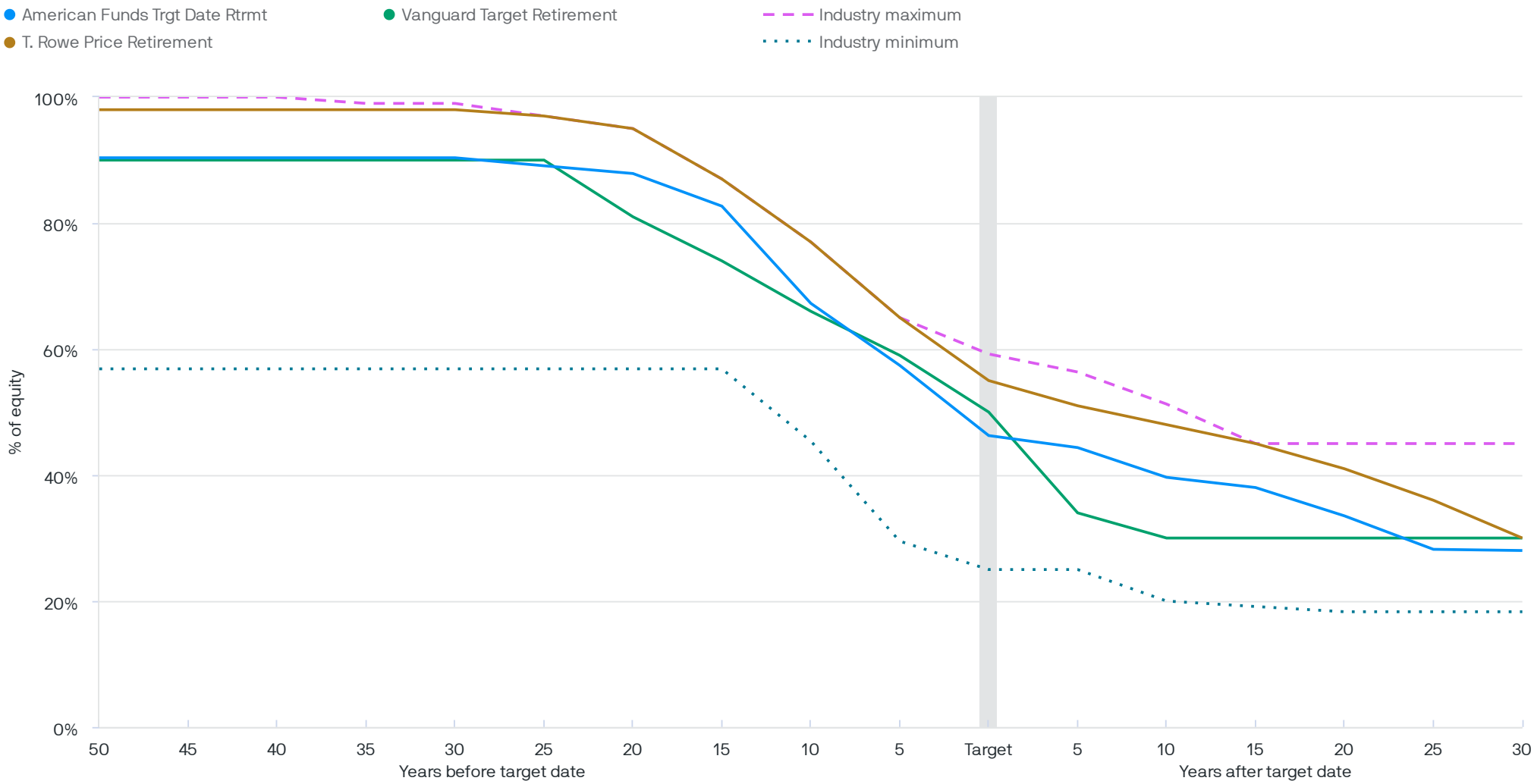
As of 09/30/2024, with the exception of Diversification (# of asset classes), which is as of 06/30/2024. © 2024 Morningstar, Inc. All Rights Reserved. Percentage of equity exposure at target date: Strategic allocation to non-fixed income asset classes at target date, typically age 65. Asset class diversification: Calculated using the target date funds' asset allocation breakdown to 12 J.P. Morgan-defined separate asset classes. The 12 asset classes include: U.S. large cap equity, U.S. mid cap equity, U.S. small cap equity, International equity, Emerging markets equity, REITs, Commodities, U.S. fixed income, High yield, U.S. TIPs, International fixed income and Emerging markets debt. If a selected mutual fund has less than 5 asset classes, the fund will not be depicted in the above chart. Please see Target Date Compass Methodology for additional information. Commingled fund information not shown due to lack of data availability. See Disclosure page for commingled fund details.

Asset class summary

Asset class	American Funds Trgt Date Rtrmt	T. Rowe Price Retirement	Vanguard Target Retirement
U.S. large cap	✓	✓	✓
U.S. mid cap	✓	✓	
U.S. small cap	✓	✓	
International equity	✓	✓	✓
Emerging markets equity	✓	✓	✓
U.S. fixed income	✓	✓	✓
U.S. TIPS	✓	✓	✓
High yield fixed income	✓	✓	✓
International fixed income	✓	✓	✓
Emerging markets debt	✓	✓	
REITs			
Commodities	✓		
Total # of asset classes	11	10	7

As of 06/30/2024 due to data release schedule. © 2024 Morningstar, Inc. All Rights Reserved. Asset class diversification: Calculated using the target date funds' asset allocation breakdown to 12 J.P. Morgan-defined separate asset classes. Please see Target Date Compass Methodology for additional information. Commingled fund information not shown due to lack of data availability. See Disclosure page for commingled fund details.

Equity glide path comparison



As of 09/30/2024, with the exception of Industry minimum and Industry maximum, which are as of 06/30/2024. © 2024 Morningstar, Inc. All Rights Reserved. Commingled fund information not shown due to lack of data availability. See Disclosure page for commingled fund details.

Target date series snapshot

	American Funds Trgt Date Rtrmt	T. Rowe Price Retirement	Vanguard Target Retirement
MUTUAL FUND ASSETS			
($mm) as of 09/30/2024	$319,064	$176,339	$709,445
Earliest inception date	02/01/2007	09/30/2002	10/27/2003
GLIDE PATH			
% of equity at target date	46.27%	55.0%	50.0%
% of equity at landing point	28.02%	30.0%	30.0%
Glide path end (age)	95	95	75
# of asset classes	11	10	7
Tactical	No	Yes	No
FUND STRUCTURE			
Fund of funds	Yes	Yes	Yes
Open architecture (%)	0%	0%	0%
Active exposure (%)	100%	89.64%	0%
UNDERLYING FUND INFORMATION			
# of underlying funds	29	26	5
Average manager tenure (years)	19.98	6.16	20.38
Longest manager tenure (years)	32.57	32.08	29.58

As of 09/30/2024, with the exception of # of asset classes, Tactical, Open architecture (%), Active exposure (%), Average manager tenure (years) and Longest manager tenure (years), which are as of 06/30/2024. © 2024 Morningstar, Inc. All Rights Reserved. Underlying manager tenure data excluded for target date series that do not invest in mutual funds. Commingled fund information not shown due to lack of data availability. See Disclosure page for commingled fund details.

Trailing performance & rankings

Top decile ● ● ● ● ● ● ● ● ● ● Bottom decile

Target date fund name	YTD		1 year		3 year		5 year		10 year		15 year		Since inc return	Inception date
	Total return	% rank in cat	Total return	% rank in cat	Total return	% rank in cat	Total return	% rank in cat	Total return	% rank in cat	Total return	% rank in cat		
US FUND TARGET-DATE RETIREMENT														
Vanguard Target Retirement Income Fund	8.27	69	16.22	63	2.19	50	4.45	56	4.51	40	5.32	26	5.09	10/27/2003
TOTAL FUNDS IN CATEGORY	—	*151*	—	*151*	—	*142*	—	*126*	—	*81*	—	*63*	—	—
S&P Target Date Retirement Income TR USD*	**8.81**	—	**16.86**	—	**2.84**	—	**4.68**	—	**4.52**	—	**5.15**	—	**4.56**	**12/29/2000**
US FUND TARGET-DATE 2000-2010														
American Funds 2010 Trgt Date Retire R6	10.15	8	18.61	9	4.14	1	6.16	2	5.60	1	6.78	2	5.29	02/01/2007
T. Rowe Price Retirement 2005 I	9.82	18	18.11	22	2.76	25	5.77	12	5.32	14	6.27	34	5.72	02/27/2004
T. Rowe Price Retirement 2010 I	10.31	2	18.89	5	3.01	14	6.23	2	5.71	1	6.80	1	7.10	09/30/2002
TOTAL FUNDS IN CATEGORY	—	*97*	—	*95*	—	*87*	—	*80*	—	*46*	—	*28*	—	—
S&P Target Date 2010 TR USD*	**9.03**	—	**17.12**	—	**3.10**	—	**5.31**	—	**5.06**	—	**5.86**	—	**4.78**	**12/29/2000**
US FUND TARGET-DATE 2015														
American Funds 2015 Trgt Date Retire R6	10.49	5	19.37	4	4.20	1	6.55	3	5.94	1	7.19	2	5.59	02/01/2007
T. Rowe Price Retirement 2015 I	10.65	2	19.39	4	3.23	11	6.68	2	6.18	1	7.45	1	6.47	02/27/2004
TOTAL FUNDS IN CATEGORY	—	*114*	—	*113*	—	*105*	—	*95*	—	*51*	—	*35*	—	—
S&P Target Date 2015 TR USD*	**9.39**	—	**17.79**	—	**3.32**	—	**5.75**	—	**5.51**	—	**6.49**	—	**5.06**	**12/29/2000**
US FUND TARGET-DATE 2020														
American Funds 2020 Trgt Date Retire R6	11.05	1	20.50	8	4.42	1	6.98	9	6.39	2	7.76	4	5.90	02/01/2007
T. Rowe Price Retirement 2020 I	11.02	3	20.10	18	3.44	13	7.20	4	6.74	1	8.11	1	8.11	09/30/2002
Vanguard Target Retirement 2020 Fund	9.49	74	18.25	70	2.86	44	6.01	49	5.99	36	7.31	32	6.19	06/07/2006
TOTAL FUNDS IN CATEGORY	—	*146*	—	*145*	—	*136*	—	*126*	—	*72*	—	*44*	—	—
S&P Target Date 2020 TR USD*	**10.19**	—	**19.05**	—	**3.73**	—	**6.16**	—	**5.93**	—	**7.04**	—	**5.29**	**12/29/2000**

Benchmark

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Trailing performance & rankings

Top decile ● ● ● ● ● ● ● ● ● ● Bottom decile

Target date fund name	YTD		1 year		3 year		5 year		10 year		15 year		Since inc return	Inception date
	Total return	% rank in cat	Total return	% rank in cat	Total return	% rank in cat	Total return	% rank in cat	Total return	% rank in cat	Total return	% rank in cat		
US FUND TARGET-DATE 2025														
American Funds 2025 Trgt Date Retire R6	11.40	15	21.39	18	4.39	4	7.81	2	7.07	4	8.65	1	6.55	02/01/2007
T. Rowe Price Retirement 2025 I	11.64	11	21.22	21	3.68	19	7.93	1	7.33	1	8.73	1	7.30	02/27/2004
Vanguard Target Retirement 2025 Fund	11.26	26	21.13	24	3.68	19	7.09	28	6.74	22	8.02	19	6.83	10/27/2003
TOTAL FUNDS IN CATEGORY	—	*207*	—	*206*	—	*197*	—	*173*	—	*111*	—	*64*	—	—
S&P Target Date 2025 TR USD*	**10.65**	—	**19.81**	—	**4.09**	—	**7.01**	—	**6.55**	—	**7.69**	—	**5.62**	**12/29/2000**
US FUND TARGET-DATE 2030														
American Funds 2030 Trgt Date Retire R6	12.58	19	23.58	13	5.03	5	8.87	1	8.01	1	9.45	1	7.23	02/01/2007
T. Rowe Price Retirement 2030 I	12.95	6	23.44	19	4.22	27	8.82	2	7.99	2	9.38	4	9.05	09/30/2002
Vanguard Target Retirement 2030 Fund	12.54	23	23.27	25	4.40	21	8.04	35	7.35	30	8.63	21	6.98	06/07/2006
TOTAL FUNDS IN CATEGORY	—	*210*	—	*209*	—	*199*	—	*173*	—	*108*	—	*64*	—	—
S&P Target Date 2030 TR USD*	**12.07**	—	**22.17**	—	**4.95**	—	**8.10**	—	**7.28**	—	**8.37**	—	**5.94**	**12/29/2000**
US FUND TARGET-DATE 2035														
American Funds 2035 Trgt Date Retire R6	14.16	15	26.15	6	5.75	8	10.39	1	9.06	1	10.18	1	7.83	02/01/2007
T. Rowe Price Retirement 2035 I	14.43	7	25.86	18	4.91	38	9.78	10	8.60	6	9.92	8	8.05	02/27/2004
Vanguard Target Retirement 2035 Fund	13.61	47	24.76	58	5.07	29	8.95	46	7.93	39	9.21	24	7.70	10/27/2003
TOTAL FUNDS IN CATEGORY	—	*206*	—	*205*	—	*191*	—	*167*	—	*108*	—	*61*	—	—
S&P Target Date 2035 TR USD*	**13.57**	—	**24.56**	—	**5.81**	—	**9.25**	—	**8.03**	—	**9.02**	—	**6.27**	**12/29/2000**

Benchmark

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Trailing performance & rankings

Top decile ● ● ● ● ● ● ● ● ● ● Bottom decile

Target date fund name	YTD Total return	YTD % rank in cat	1 year Total return	1 year % rank in cat	3 year Total return	3 year % rank in cat	5 year Total return	5 year % rank in cat	10 year Total return	10 year % rank in cat	15 year Total return	15 year % rank in cat	Since inc return	Inception date
US FUND TARGET-DATE 2040														
American Funds 2040 Trgt Date Retire R6	15.82	12	28.87	8	6.55	8	11.41	5	9.67	1	10.61	1	8.19	02/01/2007
T. Rowe Price Retirement 2040 I	15.63	17	27.63	27	5.45	59	10.57	15	9.10	10	10.33	8	9.65	09/30/2002
Vanguard Target Retirement 2040 Fund	14.61	63	26.33	64	5.75	45	9.85	51	8.49	45	9.69	29	7.72	06/07/2006
TOTAL FUNDS IN CATEGORY	—	*204*	—	*203*	—	*194*	—	*168*	—	*108*	—	*64*	—	—
S&P Target Date 2040 TR USD*	**14.91**	—	**26.62**	—	**6.63**	—	**10.17**	—	**8.61**	—	**9.52**	—	**6.54**	**12/29/2000**
US FUND TARGET-DATE 2045														
American Funds 2045 Trgt Date Retire R6	16.31	24	29.73	12	6.69	23	11.66	8	9.86	1	10.74	1	8.29	02/01/2007
T. Rowe Price Retirement 2045 I	16.52	17	28.82	38	5.94	63	11.17	17	9.44	7	10.56	8	8.61	05/31/2005
Vanguard Target Retirement 2045 Fund	15.60	63	27.82	62	6.39	47	10.74	39	8.97	37	10.02	24	8.42	10/27/2003
TOTAL FUNDS IN CATEGORY	—	*201*	—	*200*	—	*191*	—	*167*	—	*108*	—	*60*	—	—
S&P Target Date 2045 TR USD*	**15.76**	—	**27.95**	—	**7.17**	—	**10.75**	—	**8.97**	—	**9.84**	—	**7.80**	**05/31/2005**
US FUND TARGET-DATE 2050														
American Funds 2050 Trgt Date Retire R6	16.43	43	30.07	18	6.56	43	11.71	3	9.91	1	10.78	1	8.32	02/01/2007
T. Rowe Price Retirement 2050 I	16.69	31	29.13	46	6.09	62	11.27	22	9.49	10	10.59	4	7.96	12/29/2006
Vanguard Target Retirement 2050 Fund	16.36	49	28.91	54	6.83	34	11.05	35	9.13	32	10.12	24	8.09	06/07/2006
TOTAL FUNDS IN CATEGORY	—	*202*	—	*201*	—	*192*	—	*168*	—	*108*	—	*50*	—	—
S&P Target Date 2050 TR USD*	**16.25**	—	**28.68**	—	**7.45**	—	**11.06**	—	**9.18**	—	**10.04**	—	**7.78**	**05/31/2006**

Benchmark

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Trailing performance & rankings

Top decile ● ● ● ● ● ● ● ● ● ● Bottom decile

Target date fund name	YTD Total return	YTD % rank in cat	1 year Total return	1 year % rank in cat	3 year Total return	3 year % rank in cat	5 year Total return	5 year % rank in cat	10 year Total return	10 year % rank in cat	15 year Total return	15 year % rank in cat	Since inc return	Inception date
US FUND TARGET-DATE 2055														
American Funds 2055 Trgt Date Retire R6	16.58	43	30.36	13	6.49	47	11.67	10	9.89	1	—	—	10.82	02/01/2010
T. Rowe Price Retirement 2055 I	16.87	27	29.28	47	6.10	65	11.25	28	9.47	13	10.58	1	7.95	12/29/2006
Vanguard Target Retirement 2055 Fund	16.37	56	28.92	61	6.84	36	11.05	40	9.11	38	—	—	10.41	08/18/2010
TOTAL FUNDS IN CATEGORY	—	*201*	—	*200*	—	*191*	—	*167*	—	*102*	—	*10*	—	—
S&P Target Date 2055 TR USD*	**16.35**	—	**28.82**	—	**7.50**	—	**11.14**	—	**9.26**	—	**10.16**	—	**7.09**	**05/31/2007**
US FUND TARGET-DATE 2060														
American Funds 2060 Trgt Date Retire R6	16.60	42	30.49	14	6.45	54	11.65	13	—	—	—	—	9.91	03/27/2015
T. Rowe Price Retirement 2060 I	16.86	32	29.34	47	6.10	64	11.27	34	9.48	20	—	—	9.03	06/23/2014
Vanguard Target Retirement 2060 Fund	16.37	56	28.93	62	6.84	39	11.05	45	9.11	61	—	—	10.24	01/19/2012
TOTAL FUNDS IN CATEGORY	—	*200*	—	*199*	—	*190*	—	*159*	—	*26*	—	—	—	—
S&P Target Date 2060 TR USD*	**16.42**	—	**28.90**	—	**7.53**	—	**11.18**	—	**9.32**	—	—	—	**10.48**	**05/28/2010**
US FUND TARGET-DATE 2065+														
American Funds 2065 Trgt Date Retire R6	16.60	47	30.43	17	6.46	57	—	—	—	—	—	—	16.15	03/27/2020
T. Rowe Price Retirement 2065 I	16.74	37	29.15	55	6.13	67	—	—	—	—	—	—	10.66	10/13/2020
Vanguard Target Retirement 2065 Fund	16.39	63	28.95	66	6.87	40	11.04	63	—	—	—	—	9.82	07/12/2017
Vanguard Target Retirement 2070 Fund	16.37	67	28.98	63	—	—	—	—	—	—	—	—	16.56	06/28/2022
TOTAL FUNDS IN CATEGORY	—	*196*	—	*195*	—	*148*	—	*30*	—	—	—	—	—	—
S&P Target Date 2065+ TR USD*	**16.69**	—	**29.29**	—	**7.69**	—	**11.29**	—	—	—	—	—	**10.77**	**05/31/2016**

Benchmark

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Calendar year performance

	Total return														
Target date fund name	**2023**	**2022**	**2021**	**2020**	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**	**2010**	**2009**
US FUND TARGET-DATE RETIREMENT															
Vanguard Target Retirement Income Fund	10.74	-12.74	5.25	10.02	13.16	-1.99	8.47	5.25	-0.17	5.54	5.87	8.23	5.25	9.39	14.28
S&P Target Date Retirement Income TR USD*	**10.35**	**-11.17**	**5.11**	**8.81**	**13.33**	**-2.54**	**8.54**	**5.01**	**-0.18**	**4.86**	**6.28**	**7.51**	**3.98**	**9.09**	**11.37**
US FUND TARGET-DATE 2000-2010															
American Funds 2010 Trgt Date Retire R6	8.67	-9.15	9.32	9.25	13.88	-2.49	10.41	7.45	-0.84	6.79	12.55	10.51	3.71	9.98	23.79
T. Rowe Price Retirement 2005 I	11.96	-13.66	8.05	11.24	15.08	-3.26	10.67	6.72	-0.75	4.72	9.74	11.35	1.43	11.51	24.55
T. Rowe Price Retirement 2010 I	12.49	-14.00	8.75	11.90	16.16	-3.61	11.66	7.11	-0.76	4.99	11.93	12.44	0.54	12.70	27.95
S&P Target Date 2010 TR USD*	**10.79**	**-11.44**	**6.54**	**9.95**	**14.30**	**-3.10**	**9.95**	**5.82**	**-0.21**	**5.07**	**9.42**	**8.94**	**2.61**	**10.56**	**14.61**
US FUND TARGET-DATE 2015															
American Funds 2015 Trgt Date Retire R6	9.57	-10.25	10.27	9.96	14.94	-2.72	11.19	7.55	-0.62	6.64	15.72	11.58	2.31	10.21	25.04
T. Rowe Price Retirement 2015 I	12.90	-14.17	9.54	12.57	17.40	-4.17	13.34	7.31	-0.58	5.37	15.18	13.81	-0.32	13.79	31.35
S&P Target Date 2015 TR USD*	**11.38**	**-12.16**	**8.01**	**10.28**	**15.40**	**-3.67**	**11.39**	**6.56**	**-0.16**	**5.49**	**12.16**	**10.32**	**1.53**	**11.85**	**17.48**
US FUND TARGET-DATE 2020															
American Funds 2020 Trgt Date Retire R6	10.46	-11.01	10.64	10.99	15.59	-2.69	12.87	7.05	0.19	6.74	18.71	12.98	1.10	11.30	27.25
T. Rowe Price Retirement 2020 I	13.54	-14.66	10.47	13.19	19.37	-4.94	15.74	7.41	-0.31	5.63	18.05	15.01	-1.20	14.74	34.19
Vanguard Target Retirement 2020 Fund	12.51	-14.15	8.17	12.04	17.63	-4.24	14.08	6.95	-0.68	7.11	15.85	12.35	0.60	13.12	23.10
S&P Target Date 2020 TR USD*	**12.32**	**-12.81**	**8.76**	**10.24**	**16.52**	**-4.16**	**12.80**	**7.22**	**-0.19**	**5.67**	**14.76**	**11.48**	**0.58**	**12.93**	**19.95**
US FUND TARGET-DATE 2025															
American Funds 2025 Trgt Date Retire R6	11.94	-12.74	11.44	13.67	17.85	-3.47	15.32	7.36	0.13	6.66	23.76	15.58	-0.97	12.68	29.71
T. Rowe Price Retirement 2025 I	14.60	-15.67	11.88	14.69	20.95	-5.62	17.68	7.55	-0.17	5.84	20.78	16.00	-2.06	15.37	36.29
Vanguard Target Retirement 2025 Fund	14.55	-15.55	9.80	13.30	19.63	-5.15	15.94	7.48	-0.85	7.17	18.14	13.29	-0.37	13.84	24.81
S&P Target Date 2025 TR USD*	**12.99**	**-13.13**	**10.67**	**11.22**	**18.38**	**-5.02**	**14.55**	**7.82**	**-0.25**	**5.56**	**17.03**	**12.51**	**-0.28**	**13.82**	**22.03**

**Benchmark*

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Calendar year performance

	Total return														
Target date fund name	**2023**	**2022**	**2021**	**2020**	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**	**2010**	**2009**
US FUND TARGET-DATE 2030															
American Funds 2030 Trgt Date Retire R6	14.52	-14.50	13.16	15.16	20.06	-4.16	18.40	7.71	0.47	7.06	25.64	16.49	-1.82	13.15	31.19
T. Rowe Price Retirement 2030 I	16.28	-16.98	13.55	15.90	22.48	-6.28	19.45	7.69	-0.02	6.05	23.09	16.82	-2.70	16.01	37.99
Vanguard Target Retirement 2030 Fund	16.03	-16.27	11.38	14.10	21.07	-5.86	17.52	7.85	-1.03	7.17	20.49	14.24	-1.27	14.43	26.72
S&P Target Date 2030 TR USD*	**14.80**	**-13.96**	**12.61**	**11.91**	**20.38**	**-5.99**	**16.19**	**8.35**	**-0.30**	**5.64**	**19.14**	**13.43**	**-1.17**	**14.52**	**23.70**
US FUND TARGET-DATE 2035															
American Funds 2035 Trgt Date Retire R6	16.90	-16.24	15.54	17.55	23.29	-5.14	21.04	8.00	0.59	7.02	25.97	16.64	-2.13	13.06	31.81
T. Rowe Price Retirement 2035 I	18.17	-18.04	15.08	17.05	23.70	-6.87	20.88	7.64	0.13	6.07	24.86	17.35	-3.26	16.34	39.04
Vanguard Target Retirement 2035 Fund	17.14	-16.62	12.96	14.79	22.44	-6.58	19.12	8.26	-1.26	7.24	22.82	15.16	-2.24	15.14	28.17
S&P Target Date 2035 TR USD*	**16.63**	**-14.99**	**14.93**	**12.79**	**22.18**	**-6.88**	**17.78**	**8.85**	**-0.35**	**5.69**	**20.84**	**14.12**	**-1.71**	**15.02**	**24.99**
US FUND TARGET-DATE 2040															
American Funds 2040 Trgt Date Retire R6	19.33	-17.55	16.83	18.77	24.40	-5.52	21.97	8.17	0.58	6.96	26.66	16.71	-2.28	13.01	31.89
T. Rowe Price Retirement 2040 I	19.60	-18.86	16.35	18.11	24.68	-7.32	22.02	7.63	0.17	6.18	25.93	17.55	-3.49	16.51	39.07
Vanguard Target Retirement 2040 Fund	18.34	-16.98	14.56	15.47	23.86	-7.32	20.71	8.73	-1.59	7.15	24.37	15.56	-2.55	15.17	28.32
S&P Target Date 2040 TR USD*	**18.16**	**-15.56**	**16.55**	**13.37**	**23.37**	**-7.41**	**18.87**	**9.23**	**-0.40**	**5.69**	**22.10**	**14.69**	**-2.17**	**15.38**	**25.97**
US FUND TARGET-DATE 2045															
American Funds 2045 Trgt Date Retire R6	20.15	-18.18	17.18	19.21	24.68	-5.58	22.44	8.27	0.64	7.09	26.51	16.80	-2.29	12.98	32.03
T. Rowe Price Retirement 2045 I	20.48	-19.11	17.20	18.65	25.39	-7.57	22.41	7.69	0.17	6.14	25.93	17.62	-3.47	16.44	39.10
Vanguard Target Retirement 2045 Fund	19.48	-17.36	16.16	16.30	24.94	-7.90	21.42	8.87	-1.57	7.16	24.37	15.58	-2.51	15.19	28.15
S&P Target Date 2045 TR USD*	**19.14**	**-15.84**	**17.52**	**13.66**	**24.02**	**-7.74**	**19.56**	**9.54**	**-0.46**	**5.67**	**23.14**	**15.15**	**-2.56**	**15.62**	**26.40**

**Benchmark*

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Calendar year performance

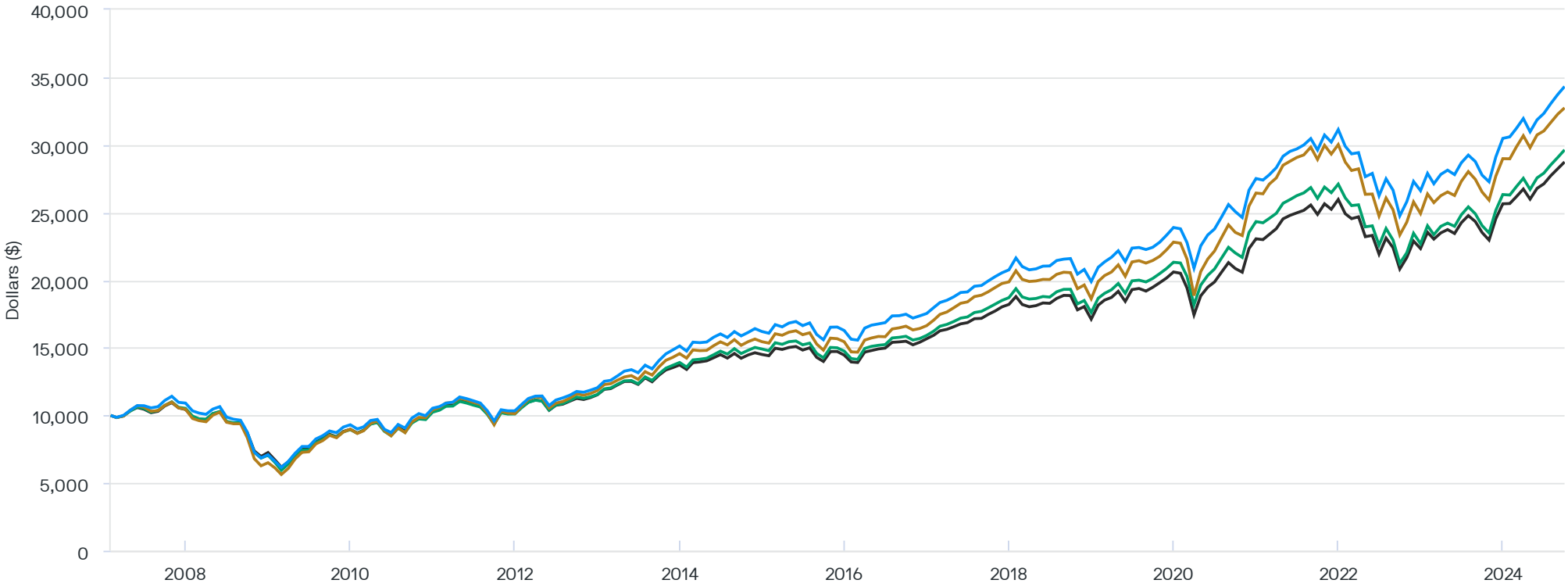
	Total return														
Target date fund name	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
US FUND TARGET-DATE 2050															
American Funds 2050 Trgt Date Retire R6	20.83	-18.89	17.27	19.42	25.04	-5.61	22.61	8.33	0.65	7.02	26.65	16.72	-2.28	13.07	31.86
T. Rowe Price Retirement 2050 I	20.81	-19.17	17.35	18.68	25.32	-7.58	22.38	7.71	0.19	6.19	25.90	17.55	-3.36	16.41	38.92
Vanguard Target Retirement 2050 Fund	20.17	-17.46	16.41	16.39	24.98	-7.90	21.39	8.85	-1.58	7.18	24.34	15.58	-2.54	15.20	28.31
S&P Target Date 2050 TR USD*	**19.58**	**-15.97**	**17.99**	**13.86**	**24.35**	**-7.94**	**20.18**	**9.74**	**-0.47**	**5.69**	**24.13**	**15.49**	**-2.87**	**15.62**	**26.40**
US FUND TARGET-DATE 2055															
American Funds 2055 Trgt Date Retire R6	21.40	-19.50	17.28	19.39	25.09	-5.65	22.63	8.30	0.63	7.01	26.59	16.76	-2.29	—	—
T. Rowe Price Retirement 2055 I	20.78	-19.24	17.29	18.55	25.38	-7.62	22.33	7.73	0.18	6.18	25.86	17.60	-3.35	16.41	38.97
Vanguard Target Retirement 2055 Fund	20.16	-17.46	16.44	16.32	24.98	-7.89	21.38	8.88	-1.72	7.19	24.33	15.58	-2.27	—	—
S&P Target Date 2055 TR USD*	**19.62**	**-15.97**	**18.19**	**13.86**	**24.48**	**-7.97**	**20.48**	**9.94**	**-0.54**	**5.64**	**24.96**	**15.81**	**-2.87**	**15.62**	**26.40**
US FUND TARGET-DATE 2060															
American Funds 2060 Trgt Date Retire R6	21.61	-19.66	17.19	19.44	25.01	-5.64	22.49	8.41	—	—	—	—	—	—	—
T. Rowe Price Retirement 2060 I	20.85	-19.28	17.41	18.47	25.37	-7.57	22.29	7.63	0.24	—	—	—	—	—	—
Vanguard Target Retirement 2060 Fund	20.18	-17.46	16.44	16.32	24.96	-7.87	21.36	8.84	-1.68	7.16	24.35	—	—	—	—
S&P Target Date 2060 TR USD*	**19.74**	**-16.01**	**18.05**	**13.99**	**24.73**	**-7.95**	**20.75**	**10.08**	**-0.66**	**5.64**	**24.96**	**15.81**	**-2.87**	**—**	**—**
US FUND TARGET-DATE 2065+															
American Funds 2065 Trgt Date Retire R6	21.55	-19.64	17.32	—	—	—	—	—	—	—	—	—	—	—	—
T. Rowe Price Retirement 2065 I	20.84	-19.27	18.18	—	—	—	—	—	—	—	—	—	—	—	—
Vanguard Target Retirement 2065 Fund	20.15	-17.39	16.46	16.17	24.96	-7.95	—	—	—	—	—	—	—	—	—
Vanguard Target Retirement 2070 Fund	20.24	—	—	—	—	—	—	—	—	—	—	—	—	—	—
S&P Target Date 2065+ TR USD*	**19.84**	**-15.95**	**18.17**	**13.99**	**24.73**	**-7.95**	**20.75**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**

**Benchmark*

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Growth of $10,000 | 2030 funds

02/02/2007 - 09/30/2024



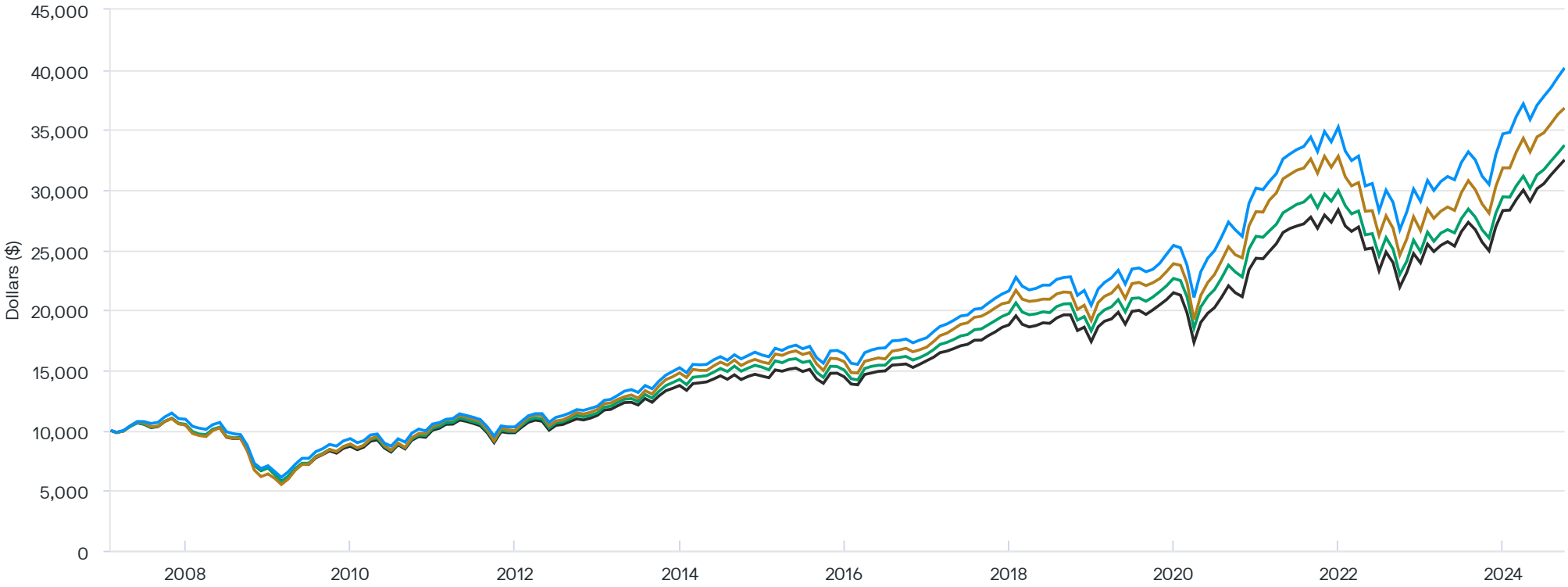
Target date fund name	Cumulative total return	Annualized total return	Ending value
American Funds Trgt Date Rtrmt	243.17%	7.23%	$34,317
T. Rowe Price Retirement	227.39%	6.95%	$32,739
Vanguard Target Retirement	196.33%	6.34%	$29,633
S&P Target Date 2030*	**187.40%**	**6.16%**	**$28,741**

*Benchmark

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Growth of $10,000 | 2040 funds

02/02/2007 - 09/30/2024



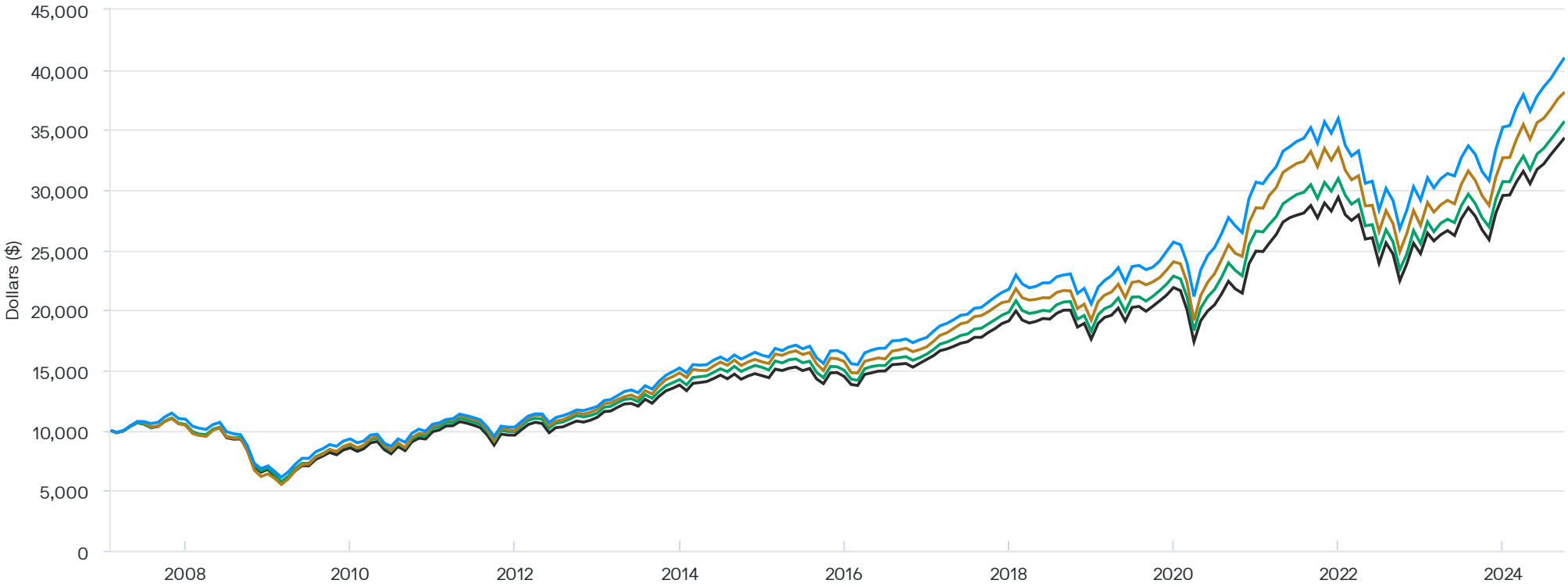
Target date fund name	Cumulative total return	Annualized total return	Ending value
American Funds Trgt Date Rtrmt	301.54%	8.19%	$40,154
T. Rowe Price Retirement	268.17%	7.66%	$36,817
Vanguard Target Retirement	237.28%	7.13%	$33,728
S&P Target Date 2040*	**225.07%**	**6.90%**	**$32,507**

*Benchmark

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Growth of $10,000 | 2050 funds

02/02/2007 - 09/30/2024



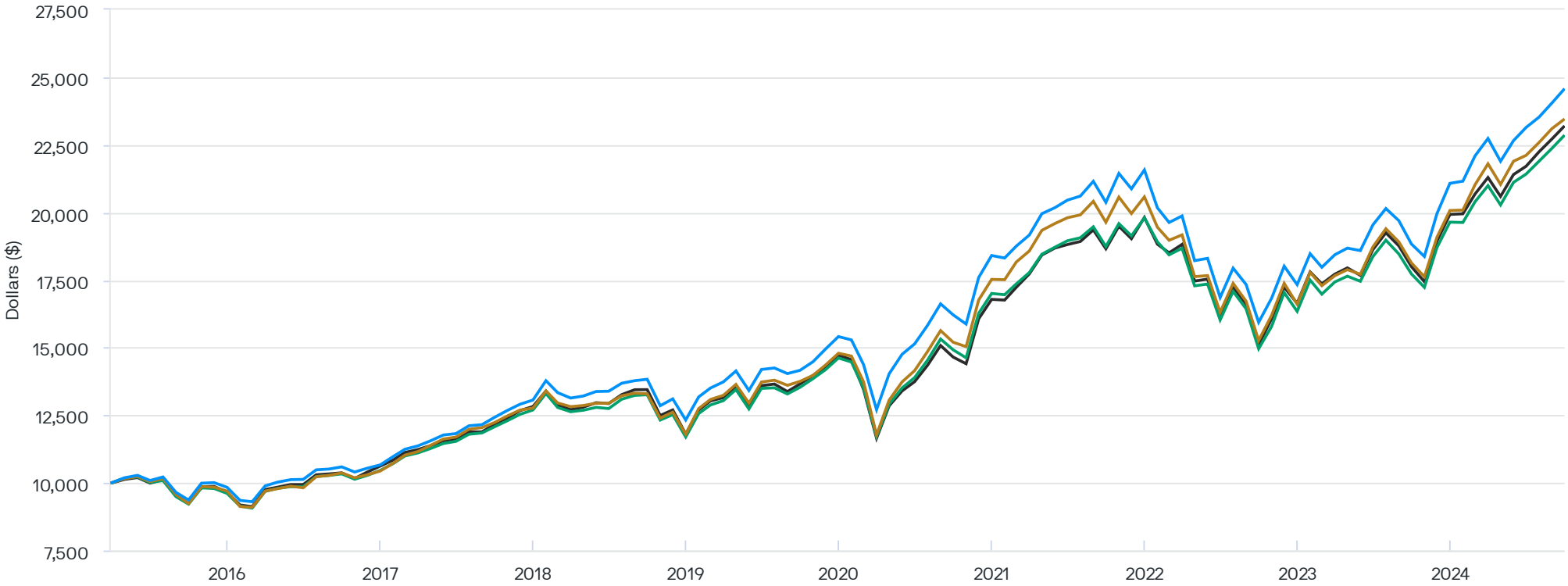
Target date fund name	Cumulative total return	Annualized total return	Ending value
American Funds Trgt Date Rtrmt	310.16%	8.32%	$41,016
T. Rowe Price Retirement	281.37%	7.87%	$38,137
Vanguard Target Retirement	257.21%	7.47%	$35,721
S&P Target Date 2050*	**243.44%**	**7.24%**	**$34,344**

*Benchmark

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Growth of $10,000 | 2060 funds

03/28/2015 - 09/30/2024



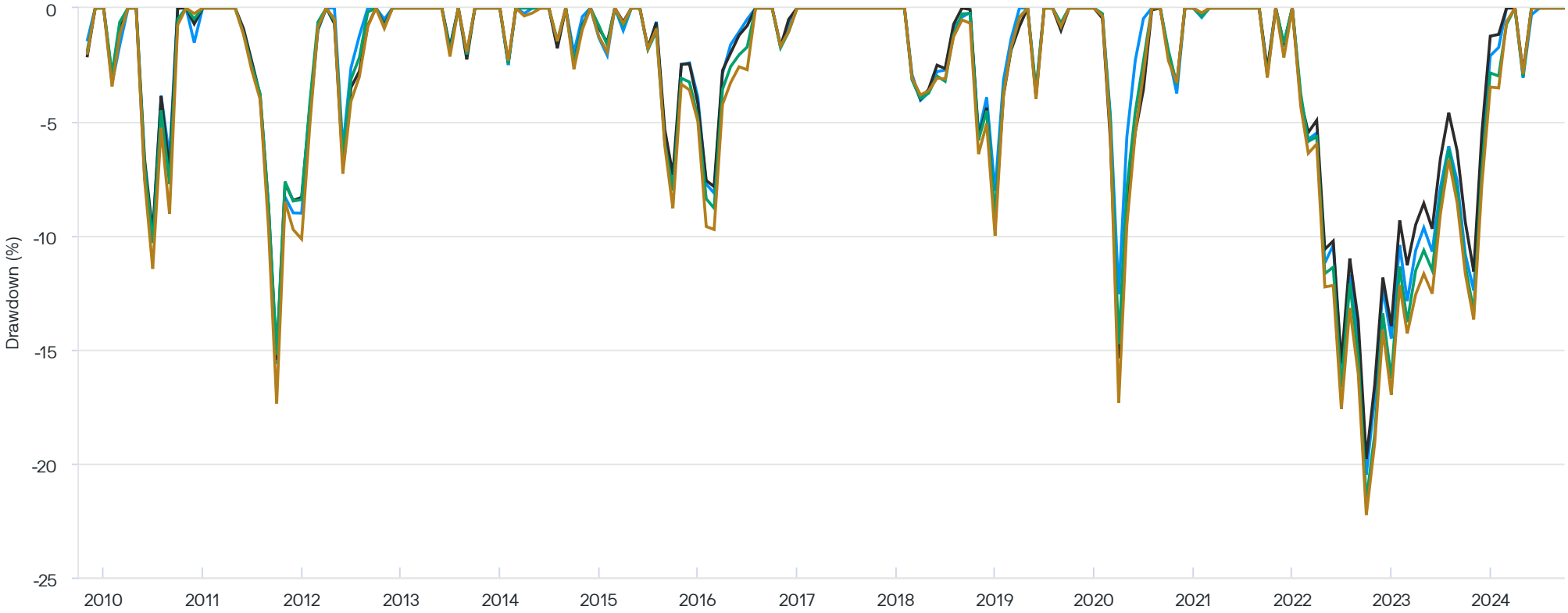
Target date fund name	Cumulative total return	Annualized total return	Ending value
American Funds Trgt Date Rtrmt	145.77%	9.91%	$24,577
T. Rowe Price Retirement	134.57%	9.37%	$23,457
Vanguard Target Retirement	128.58%	9.08%	$22,858
S&P Target Date 2060*	**132.00%**	**9.25%**	**$23,200**

*Benchmark

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Drawdown | 2030 funds

Time period (line graph): 10/01/2009 - 09/30/2024 | Time period (table): Since common performance start date: 02/02/2007



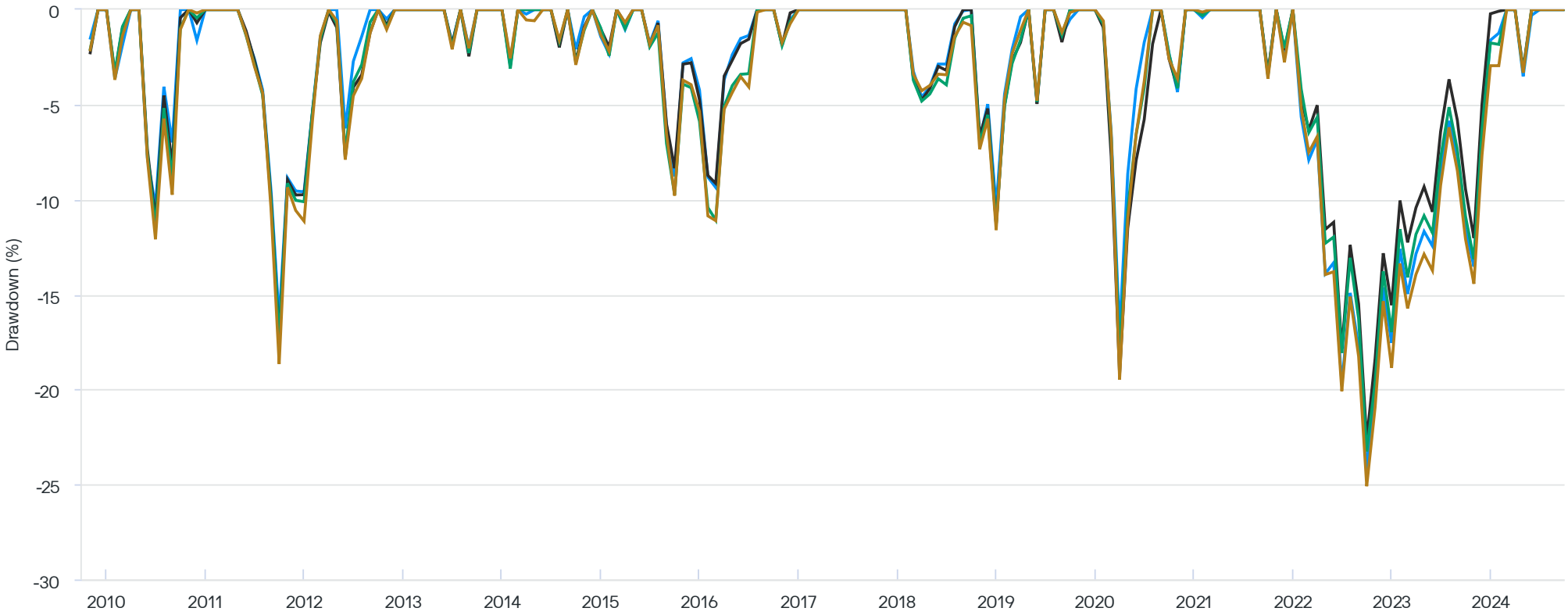
Target date fund name	Max drawdown (common)	Peak date	Valley date	Months to recover
American Funds Trgt Date Rtrmt	-49.27%	11/01/2007	03/09/2009	36.3
T. Rowe Price Retirement	-52.30%	10/13/2007	03/09/2009	23.3
Vanguard Target Retirement	-49.59%	10/13/2007	03/09/2009	25.6
S&P Target Date 2030*	**-46.93%**	**10/13/2007**	**03/09/2009**	**25.6**

Benchmark

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Drawdown | 2040 funds

Time period (line graph): 10/01/2009 - 09/30/2024 | Time period (table): Since common performance start date: 02/02/2007



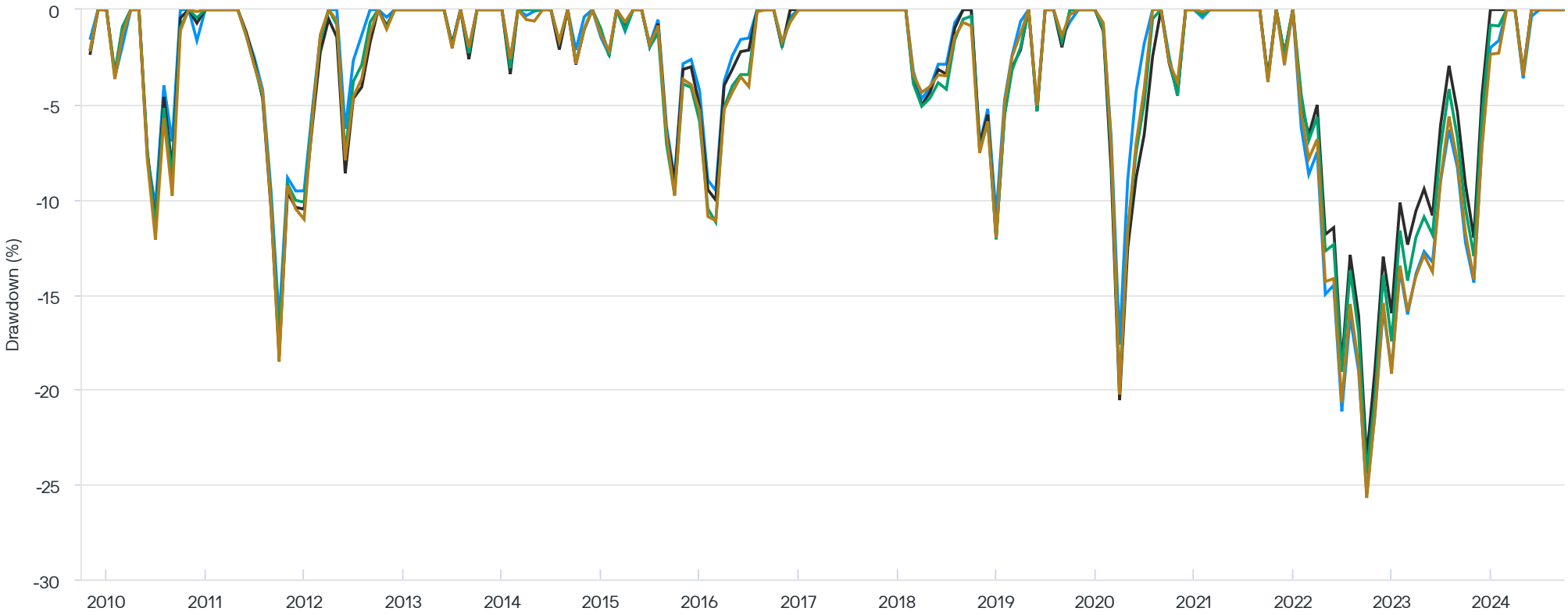
Target date fund name	Max drawdown (common)	Peak date	Valley date	Months to recover
American Funds Trgt Date Rtrmt	-49.81%	11/01/2007	03/09/2009	36.6
T. Rowe Price Retirement	-53.52%	10/11/2007	03/09/2009	25.4
Vanguard Target Retirement	-51.65%	10/10/2007	03/09/2009	25.7
S&P Target Date 2040*	**-51.40%**	**10/13/2007**	**03/09/2009**	**42.2**

Benchmark

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Drawdown | 2050 funds

Time period (line graph): 10/01/2009 - 09/30/2024 | Time period (table): Since common performance start date: 02/02/2007



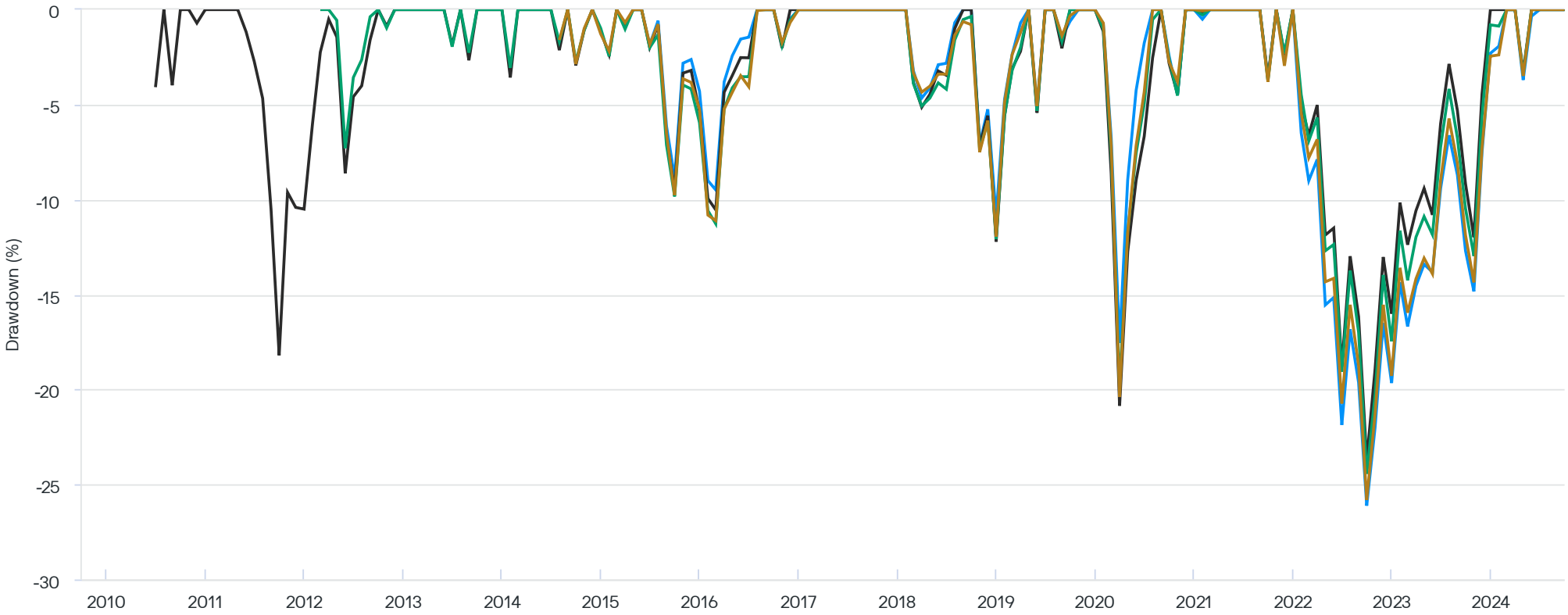
Target date fund name	Max drawdown (common)	Peak date	Valley date	Months to recover
American Funds Trgt Date Rtrmt	-49.89%	11/01/2007	03/09/2009	36.6
T. Rowe Price Retirement	-53.60%	10/13/2007	03/09/2009	25.4
Vanguard Target Retirement	-51.70%	10/10/2007	03/09/2009	36.3
S&P Target Date 2050*	**-53.00%**	**10/13/2007**	**03/09/2009**	**42.2**

**Benchmark*

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Drawdown | 2060 funds

Time period (line graph): 10/01/2009 - 09/30/2024 | Time period (table): Since common performance start date: 03/28/2015



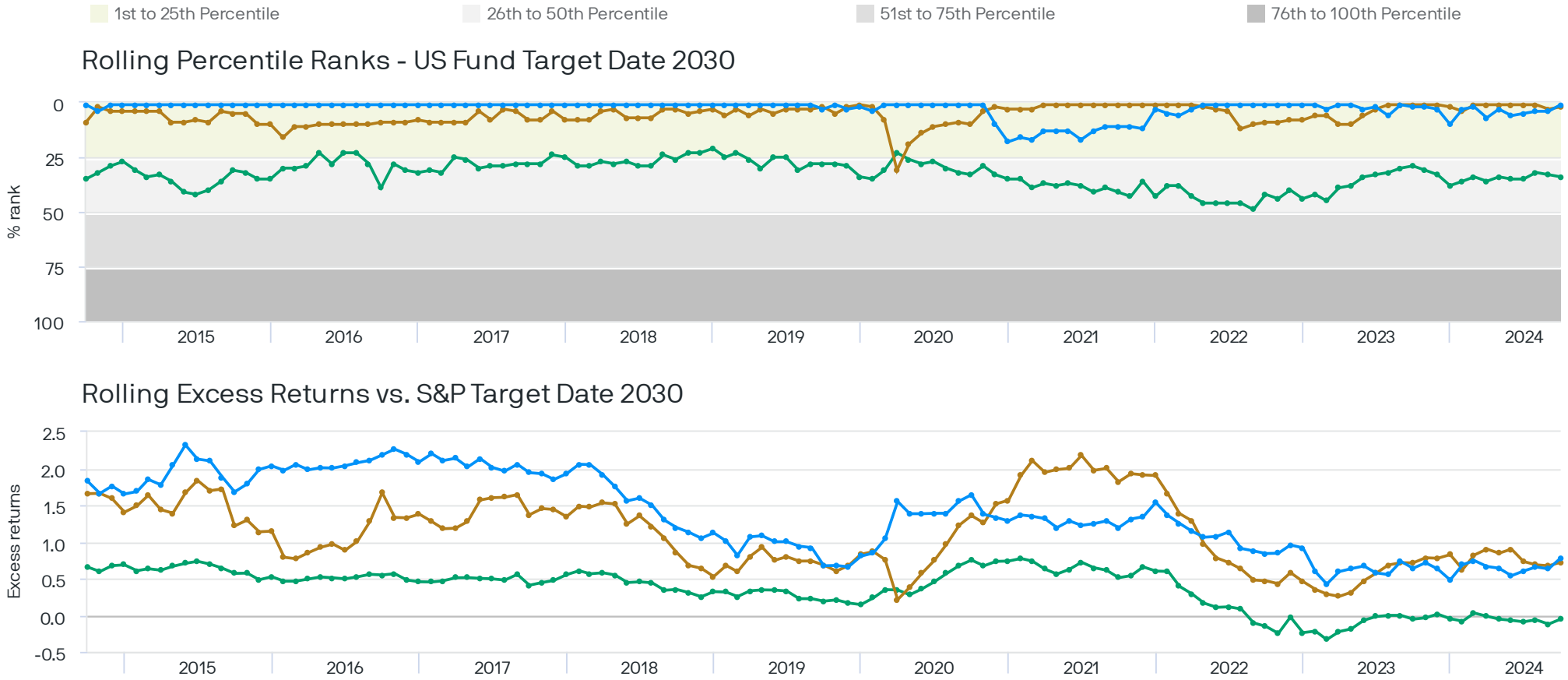
Target date fund name	Max drawdown (common)	Peak date	Valley date	Months to recover
American Funds Trgt Date Rtrmt	-29.32%	02/20/2020	03/23/2020	4.0
T. Rowe Price Retirement	-32.52%	02/13/2020	03/23/2020	4.7
Vanguard Target Retirement	-31.38%	02/13/2020	03/23/2020	4.8
S&P Target Date 2060*	**-32.21%**	**02/13/2020**	**03/23/2020**	**5.2**

Benchmark

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5-year rolling returns | 2030 funds

Time period: 10/01/2009 - 09/30/2024 | Rolling window: 5 years 1 month shift

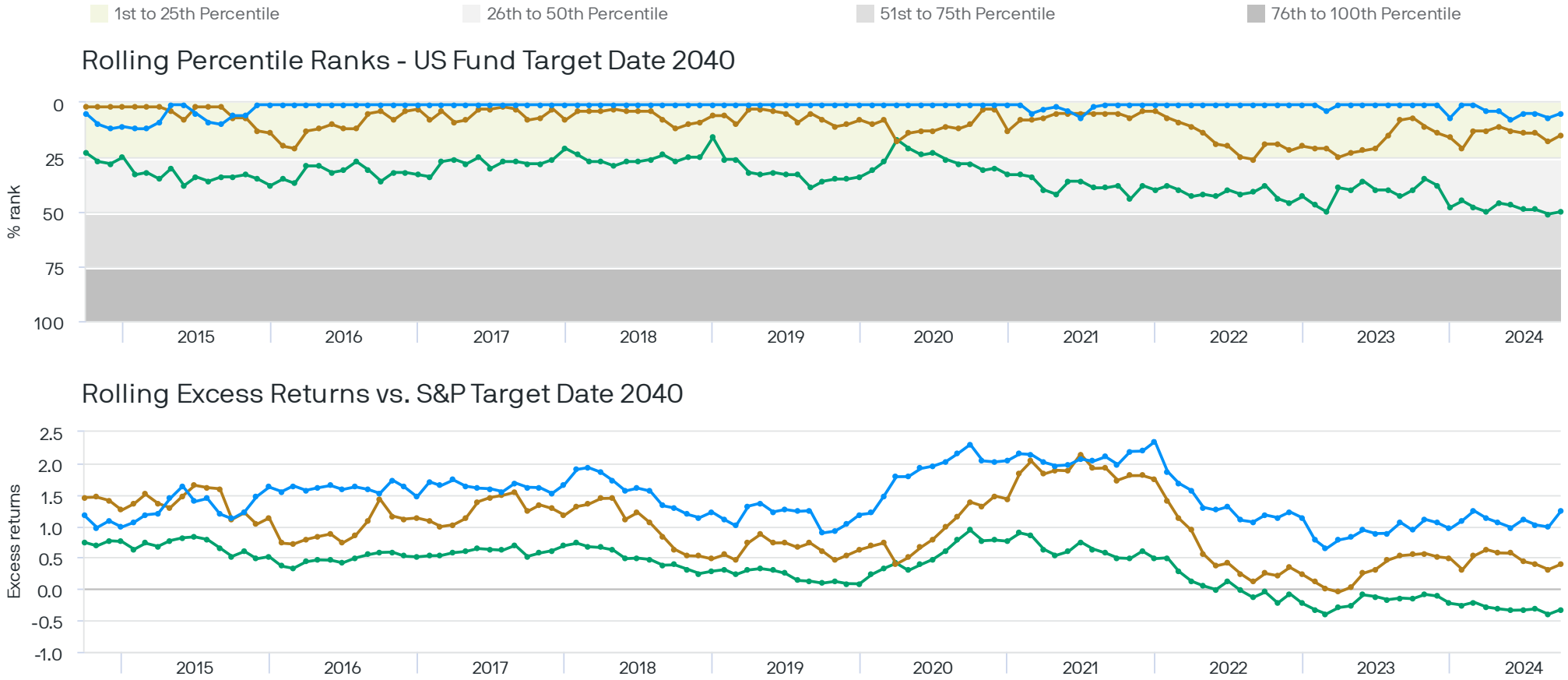


% of time	American Funds Trgt Date Rtrmt	T. Rowe Price Retirement	Vanguard Target Retirement
Top quartile rank / # of periods available	100% / 121	99% / 121	12% / 121
Outperforms bmk / # of periods available	100% / 121	100% / 121	80% / 121

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5-year rolling returns | 2040 funds

Time period: 10/01/2009 - 09/30/2024 | Rolling window: 5 years 1 month shift

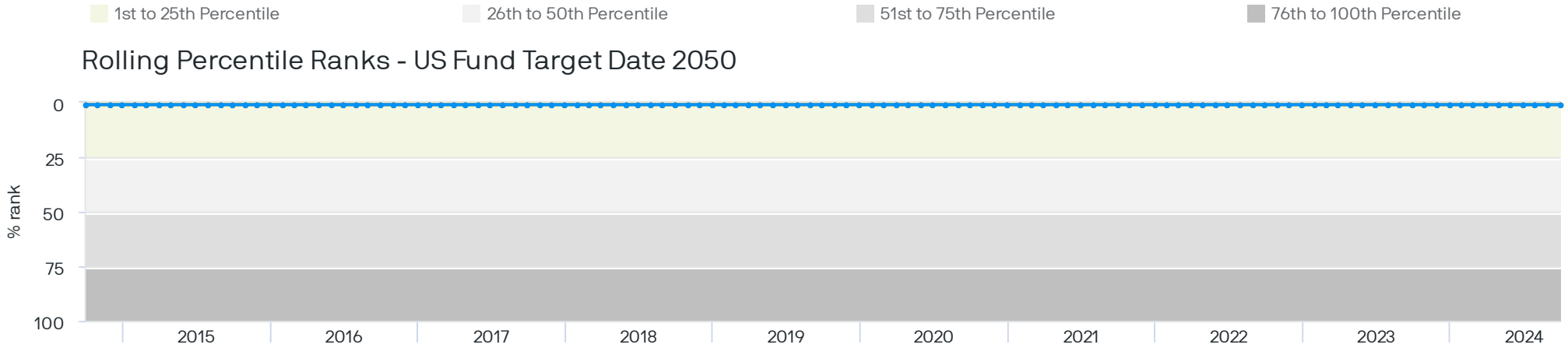


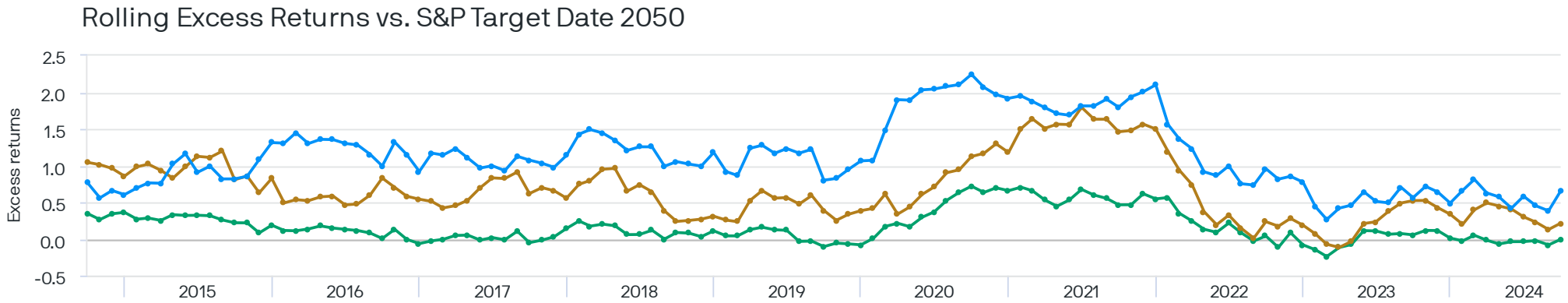
% of time	American Funds Trgt Date Rtrmt	T. Rowe Price Retirement	Vanguard Target Retirement
Top quartile rank / # of periods available	100% / 121	99% / 121	11% / 121
Outperforms bmk / # of periods available	100% / 121	99% / 121	77% / 121

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5-year rolling returns | 2050 funds

Time period: 10/01/2009 - 09/30/2024 | Rolling window: 5 years 1 month shift



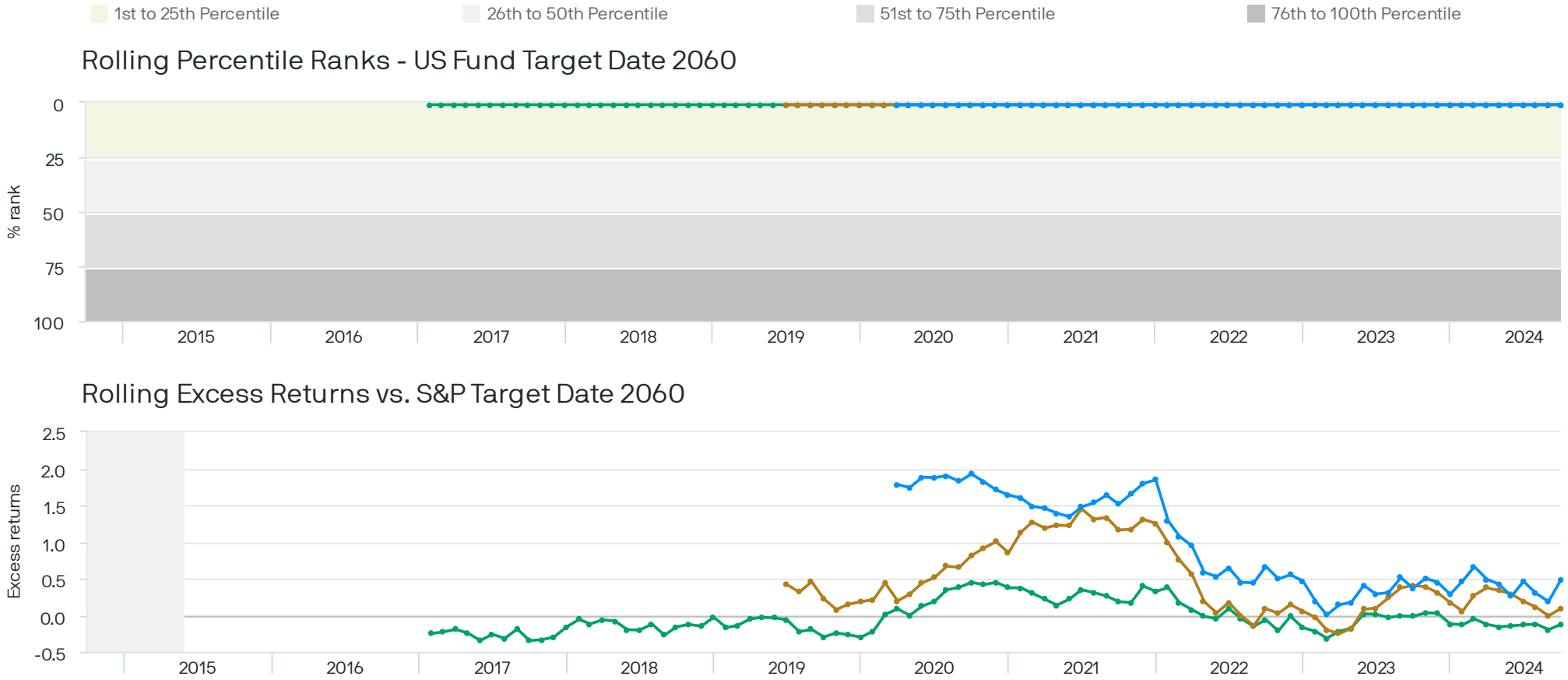


% of time	American Funds Trgt Date Rtrmt	T. Rowe Price Retirement	Vanguard Target Retirement
Top quartile rank / # of periods available	100% / 121	100% / 121	100% / 121
Outperforms bmk / # of periods available	100% / 121	98% / 121	75% / 121

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5-year rolling returns | 2060 funds

Time period: 10/01/2009 - 09/30/2024 | Rolling window: 5 years 1 month shift

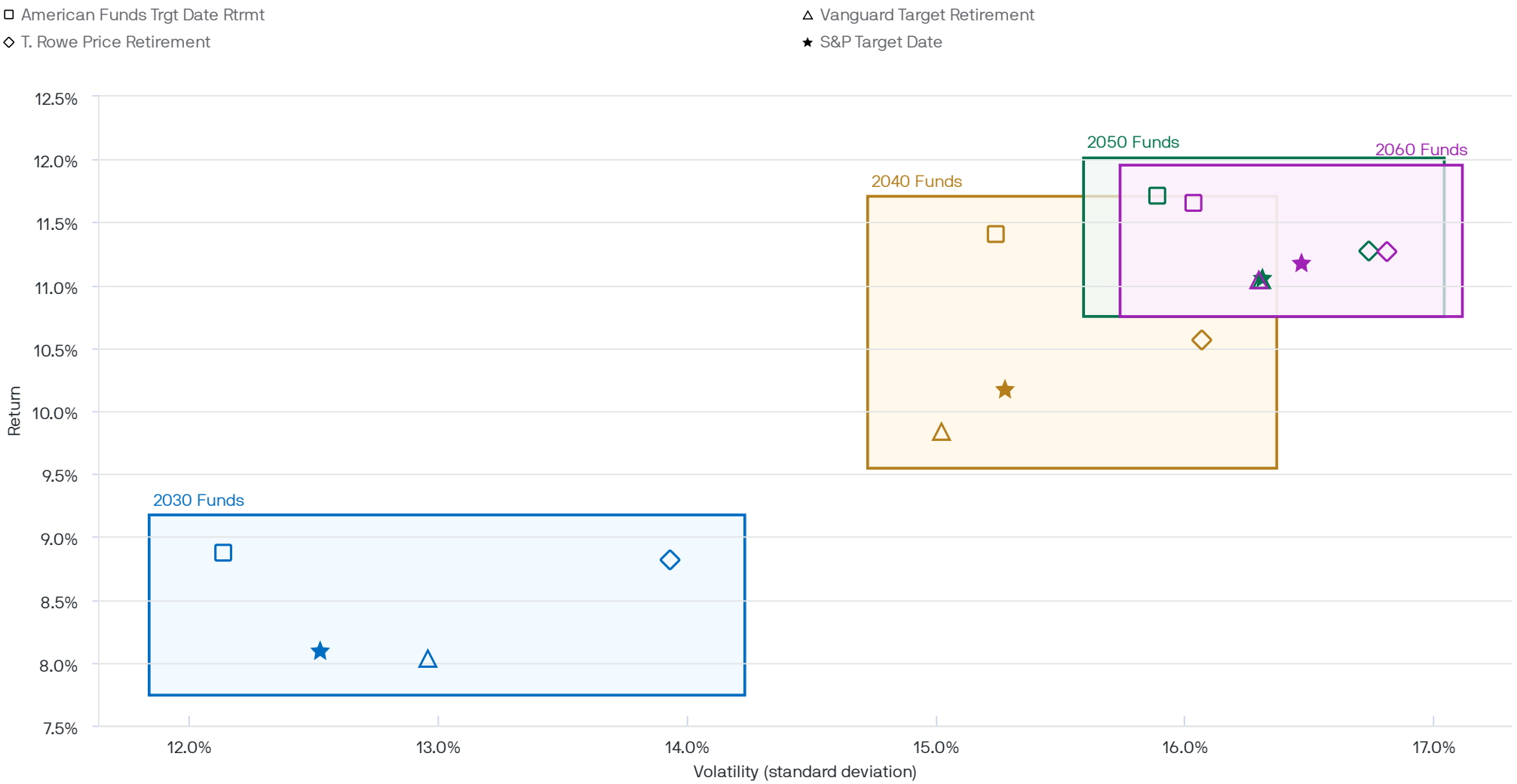


% of time	American Funds Trgt Date Rtrmt	T. Rowe Price Retirement	Vanguard Target Retirement
Top quartile rank / # of periods available	100% / 55	100% / 64	100% / 93
Outperforms bmk / # of periods available	100% / 55	89% / 64	32% / 93

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5-year risk/return comparison

Monthly return data



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5-year risk/return statistics

Target date fund name	Return	Standard deviation	Sharpe ratio	Information ratio	Beta	Up capture	Down capture	R2
US FUND TARGET-DATE RETIREMENT								
Vanguard Target Retirement Income Fund	4.45	7.94	0.25	-0.27	1.01	100.23	102.91	98.76
S&P Target Date Retirement Income TR USD*	**4.68**	**7.82**	**0.28**	—	—	—	—	—
US FUND TARGET-DATE 2000-2010								
American Funds 2010 Trgt Date Retire R6	6.16	8.51	0.43	0.58	1.00	106.05	100.69	96.98
T. Rowe Price Retirement 2005 I	5.77	9.55	0.34	0.26	1.12	111.31	112.63	97.70
T. Rowe Price Retirement 2010 I	6.23	10.14	0.37	0.40	1.19	118.54	119.01	97.37
S&P Target Date 2010 TR USD*	**5.31**	**8.43**	**0.34**	—	—	—	—	—
US FUND TARGET-DATE 2015								
American Funds 2015 Trgt Date Retire R6	6.55	9.19	0.44	0.56	0.99	105.06	100.38	97.57
T. Rowe Price Retirement 2015 I	6.68	10.68	0.39	0.44	1.16	115.26	114.53	97.85
S&P Target Date 2015 TR USD*	**5.75**	**9.16**	**0.36**	—	—	—	—	—
US FUND TARGET-DATE 2020								
American Funds 2020 Trgt Date Retire R6	6.98	9.66	0.47	0.59	0.96	102.33	96.61	98.02
T. Rowe Price Retirement 2020 I	7.20	11.48	0.41	0.47	1.14	113.83	111.99	97.72
Vanguard Target Retirement 2020 Fund	6.01	10.13	0.35	-0.16	1.01	100.81	102.44	99.23
S&P Target Date 2020 TR USD*	**6.16**	**9.96**	**0.37**	—	—	—	—	—
US FUND TARGET-DATE 2025								
American Funds 2025 Trgt Date Retire R6	7.81	10.67	0.50	0.57	0.96	102.18	97.29	98.43
T. Rowe Price Retirement 2025 I	7.93	12.61	0.43	0.43	1.14	112.92	112.59	98.56
Vanguard Target Retirement 2025 Fund	7.09	11.78	0.39	0.07	1.06	105.81	108.16	99.31
S&P Target Date 2025 TR USD*	**7.01**	**11.02**	**0.41**	—	—	—	—	—

**Benchmark*

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5-year risk/return statistics

Target date fund name	Return	Standard deviation	Sharpe ratio	Information ratio	Beta	Up capture	Down capture	R2
US FUND TARGET-DATE 2030								
American Funds 2030 Trgt Date Retire R6	8.87	12.14	0.53	0.58	0.96	101.69	97.46	98.91
T. Rowe Price Retirement 2030 I	8.82	13.93	0.46	0.37	1.11	109.78	110.06	98.90
Vanguard Target Retirement 2030 Fund	8.04	12.96	0.43	-0.05	1.03	102.85	104.66	99.32
S&P Target Date 2030 TR USD*	**8.10**	**12.53**	**0.45**	—	—	—	—	—
US FUND TARGET-DATE 2035								
American Funds 2035 Trgt Date Retire R6	10.39	13.99	0.57	0.84	0.99	103.38	98.57	99.08
T. Rowe Price Retirement 2035 I	9.78	15.13	0.48	0.30	1.06	106.03	106.04	99.01
Vanguard Target Retirement 2035 Fund	8.95	13.99	0.46	-0.27	0.99	98.78	99.88	99.39
S&P Target Date 2035 TR USD*	**9.25**	**14.14**	**0.48**	—	—	—	—	—
US FUND TARGET-DATE 2040								
American Funds 2040 Trgt Date Retire R6	11.41	15.24	0.59	0.78	0.99	103.88	99.43	98.92
T. Rowe Price Retirement 2040 I	10.57	16.07	0.50	0.22	1.05	104.36	104.54	98.97
Vanguard Target Retirement 2040 Fund	9.85	15.02	0.49	-0.29	0.98	98.21	99.01	99.46
S&P Target Date 2040 TR USD*	**10.17**	**15.28**	**0.50**	—	—	—	—	—
US FUND TARGET-DATE 2045								
American Funds 2045 Trgt Date Retire R6	11.66	15.62	0.59	0.50	0.97	101.43	97.68	98.73
T. Rowe Price Retirement 2045 I	11.17	16.66	0.52	0.23	1.04	103.66	103.45	98.94
Vanguard Target Retirement 2045 Fund	10.74	16.07	0.51	-0.01	1.00	100.64	101.03	99.48
S&P Target Date 2045 TR USD*	**10.75**	**15.99**	**0.52**	—	—	—	—	—

**Benchmark*

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5-year risk/return statistics

Target date fund name	Return	Standard deviation	Sharpe ratio	Information ratio	Beta	Up capture	Down capture	R2
US FUND TARGET-DATE 2050								
American Funds 2050 Trgt Date Retire R6	11.71	15.89	0.58	0.33	0.97	100.57	97.67	98.55
T. Rowe Price Retirement 2050 I	11.27	16.74	0.53	0.12	1.02	102.10	102.14	98.93
Vanguard Target Retirement 2050 Fund	11.05	16.31	0.53	-0.00	1.00	100.36	100.57	99.47
S&P Target Date 2050 TR USD*	**11.06**	**16.31**	**0.53**	—	—	—	—	—
US FUND TARGET-DATE 2055								
American Funds 2055 Trgt Date Retire R6	11.67	16.03	0.57	0.25	0.97	100.38	97.98	98.34
T. Rowe Price Retirement 2055 I	11.25	16.80	0.52	0.07	1.02	101.63	101.90	98.90
Vanguard Target Retirement 2055 Fund	11.05	16.32	0.53	-0.07	0.99	99.69	99.95	99.46
S&P Target Date 2055 TR USD*	**11.14**	**16.44**	**0.53**	—	—	—	—	—
US FUND TARGET-DATE 2060								
American Funds 2060 Trgt Date Retire R6	11.65	16.04	0.57	0.22	0.97	100.19	97.98	98.32
T. Rowe Price Retirement 2060 I	11.27	16.81	0.52	0.05	1.02	101.38	101.66	98.96
Vanguard Target Retirement 2060 Fund	11.05	16.29	0.53	-0.10	0.99	99.34	99.61	99.47
S&P Target Date 2060 TR USD*	**11.18**	**16.47**	**0.53**	—	—	—	—	—
US FUND TARGET-DATE 2065+								
American Funds 2065 Trgt Date Retire R6	—	—	—	—	—	—	—	—
T. Rowe Price Retirement 2065 I	—	—	—	—	—	—	—	—
Vanguard Target Retirement 2065 Fund	11.04	16.30	0.53	-0.21	0.99	99.06	99.76	99.49
Vanguard Target Retirement 2070 Fund	—	—	—	—	—	—	—	—
S&P Target Date 2065+ TR USD*	**11.29**	**16.47**	**0.54**	—	—	—	—	—

**Benchmark*

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Fee summary

Target date fund name	Ticker	Net expense ratio	Gross expense ratio
US FUND TARGET-DATE RETIREMENT			
Vanguard Target Retirement Income Fund	VTINX	0.08	0.08
Category Mean Net Expense Ratio	—	*0.66*	—
US FUND TARGET-DATE 2000-2010			
American Funds 2010 Trgt Date Retire R6	RFTTX	0.29	0.29
T. Rowe Price Retirement 2005 I	TRAJX	0.34	0.34
T. Rowe Price Retirement 2010 I	TRPUX	0.34	0.34
Category Mean Net Expense Ratio	—	*0.53*	—
US FUND TARGET-DATE 2015			
American Funds 2015 Trgt Date Retire R6	RFJTX	0.30	0.30
T. Rowe Price Retirement 2015 I	TRUBX	0.35	0.35
Category Mean Net Expense Ratio	—	*0.58*	—
US FUND TARGET-DATE 2020			
American Funds 2020 Trgt Date Retire R6	RRCTX	0.31	0.31
T. Rowe Price Retirement 2020 I	TRDBX	0.37	0.37
Vanguard Target Retirement 2020 Fund	VTWNX	0.08	0.08
Category Mean Net Expense Ratio	—	*0.60*	—
US FUND TARGET-DATE 2025			
American Funds 2025 Trgt Date Retire R6	RFDTX	0.32	0.32
T. Rowe Price Retirement 2025 I	TREHX	0.38	0.38
Vanguard Target Retirement 2025 Fund	VTTVX	0.08	0.08
Category Mean Net Expense Ratio	—	*0.65*	—

Target date fund name	Ticker	Net expense ratio	Gross expense ratio
US FUND TARGET-DATE 2030			
American Funds 2030 Trgt Date Retire R6	RFETX	0.33	0.33
T. Rowe Price Retirement 2030 I	TRFHX	0.40	0.40
Vanguard Target Retirement 2030 Fund	VTHRX	0.08	0.08
Category Mean Net Expense Ratio	—	*0.67*	—
US FUND TARGET-DATE 2035			
American Funds 2035 Trgt Date Retire R6	RFFTX	0.35	0.35
T. Rowe Price Retirement 2035 I	TRFJX	0.42	0.42
Vanguard Target Retirement 2035 Fund	VTTHX	0.08	0.08
Category Mean Net Expense Ratio	—	*0.68*	—
US FUND TARGET-DATE 2040			
American Funds 2040 Trgt Date Retire R6	RFGTX	0.37	0.37
T. Rowe Price Retirement 2040 I	TRHDX	0.43	0.43
Vanguard Target Retirement 2040 Fund	VFORX	0.08	0.08
Category Mean Net Expense Ratio	—	*0.70*	—
US FUND TARGET-DATE 2045			
American Funds 2045 Trgt Date Retire R6	RFHTX	0.37	0.37
T. Rowe Price Retirement 2045 I	TRIKX	0.44	0.44
Vanguard Target Retirement 2045 Fund	VTIVX	0.08	0.08
Category Mean Net Expense Ratio	—	*0.70*	—

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Fee summary

Target date fund name	Ticker	Net expense ratio	Gross expense ratio
US FUND TARGET-DATE 2050			
American Funds 2050 Trgt Date Retire R6	RFITX	0.38	0.38
T. Rowe Price Retirement 2050 I	TRJLX	0.45	0.45
Vanguard Target Retirement 2050 Fund	VFIFX	0.08	0.08
Category Mean Net Expense Ratio	—	*0.71*	—
US FUND TARGET-DATE 2055			
American Funds 2055 Trgt Date Retire R6	RFKTX	0.38	0.38
T. Rowe Price Retirement 2055 I	TRJMX	0.46	0.46
Vanguard Target Retirement 2055 Fund	VFFVX	0.08	0.08
Category Mean Net Expense Ratio	—	*0.70*	—
US FUND TARGET-DATE 2060			
American Funds 2060 Trgt Date Retire R6	RFUTX	0.39	0.39
T. Rowe Price Retirement 2060 I	TRLNX	0.46	0.46
Vanguard Target Retirement 2060 Fund	VTTSX	0.08	0.08
Category Mean Net Expense Ratio	—	*0.71*	—
US FUND TARGET-DATE 2065+			
American Funds 2065 Trgt Date Retire R6	RFVTX	0.39	0.39
T. Rowe Price Retirement 2065 I	TRMOX	0.46	0.46
Vanguard Target Retirement 2065 Fund	VLXVX	0.08	0.08
Vanguard Target Retirement 2070 Fund	VSVNX	0.08	0.08
Category Mean Net Expense Ratio	—	*0.69*	—

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Target date quadrants defined

NW

Quadrant characteristics
- Lower level of equity exposure at the target date
- Higher number of asset classes—tend to include both traditional and extended asset classes

Investment Orientation
- Focus on ensuring income replacement at retirement
- Focus on managing volatility more efficiently
- Believe higher diversification can potentially create more optimal portfolios

Plan Profile
- Seek to help meet participants' income replacement goals at retirement
- May have participants who exhibit typical savings behavior
- Prefer target date funds that seek to manage downside risk
- Believe broad diversification is likely to improve portfolio outcomes
- Believe diversification can be achieved by extending beyond traditional asset classes

NE

Quadrant characteristics
- Higher level of equity exposure at the target date
- Higher number of asset classes—tend to include both traditional and extended asset classes

Investment Orientation
- Focus on managing longevity risk post-retirement
- Focus on growth more efficiently
- Believe higher diversification can potentially create more optimal portfolios

Plan Profile
- Seek to help maximize participants' savings throughout their lifetimes
- May have participants who more closely exhibit optimal behavior
- Prefer target date funds that seek to maximize upside return potential
- Believe broad diversification is likely to improve portfolio outcomes
- Believe diversification can be achieved by extending beyond traditional asset classes

SW

Quadrant characteristics
- Lower level of equity exposure at the target date
- Lower number of asset classes—tend to maintain focus on traditional asset classes

Investment Orientation
- Focus on ensuring income replacement at retirement
- Focus on managing volatility
- Believe lower diversification can provide appropriate levels of portfolio optimization

Plan Profile
- Seek to help meet participants' income replacement goals at retirement
- May have participants who exhibit typical savings behavior
- Prefer target date funds that seek to manage downside risk
- Believe broad diversification is not likely to improve portfolio outcomes
- Believe diversification can be achieved primarily with traditional asset classes, such as stocks and bonds

SE

Quadrant characteristics
- Higher level of equity exposure at the target date
- Lower number of asset classes—tend to maintain focus on traditional asset classes

Investment Orientation
- Focus on managing longevity risk post-retirement
- Focus on managing growth
- Believe lower diversification can provide appropriate levels of portfolio optimization

Plan Profile
- Seek to help maximize participants' savings throughout their lifetimes
- May have participants who more closely exhibit optimal behavior
- Prefer target date funds seeking to maximize upside return potential
- Believe broad diversification is not ikely to improve portfolio outcomes
- Believe diversification can be achieved primarily with traditional asset classes, such as stocks and bonds

Quadrant definitions are not applicable to commingled fund universe. See Disclosure page for commingled fund details.

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TARGET DATE FUNDS: Target date funds are funds with the target date being the approximate date when investors plan to retire. Generally, the asset allocation of each fund will change on an annual basis with the asset allocation becoming more conservative as the fund nears the target retirement date. The principal value of the fund(s) is not guaranteed at any time, including at the target date. Certain underlying funds of target date funds may have unique risks associated with investments in foreign/emerging market securities and/or fixed income instruments. International investing involves increased risk and volatility due to currency exchange rate changes; political, social or economic instability; and accounting or other financial standards differences. Fixed income securities generally decline in price when interest rates rise. Real estate funds may be subject to a higher degree of market risk because of concentration in a specific industry, sector or geographical sector, including, but not limited to, declines in the value of real estate, risk related to general and economic conditions, changes in the value of the underlying property owned by the trust and defaults by the borrower. The fund may invest in futures contracts and other derivatives. This may make the fund more volatile. The gross expense ratio of the fund includes the estimated fees and expenses of the underlying funds. There may be additional fees associated with investing in a Fund of Funds strategy.

COLLECTIVE INVESTMENT TRUSTS FUNDS (COMMINGLED FUNDS): Collective Investment Trusts Funds are collective trust funds established and maintained under a declaration of trust. The fund is not required to file a prospectus or registration statement with the SEC, and accordingly, neither is available. The fund is available only to certain qualified retirement plans and governmental plans and is not offered to the general public. Units of the fund are not bank deposits and are not insured or guaranteed by any bank, government entity, the FDIC or any other type of deposit insurance. You should carefully consider the investment objectives, risk, charges and expenses of the fund before investing. Because of lack of prospectus filing or registration statement, the nature of the data provided in this report is limited.

EXTENDED PERFORMANCE RETURNS: An approximation of pre-inception returns for a fund share class based on the fee-adjusted performance of an older share class that shares the same portfolio of holdings. Compounded trailing extended performance returns are based on both pre-inception adjusted monthly returns and post-inception actual monthly returns. The fee adjustment for open-end funds is based on management and distribution fees.

MORNINGSTAR PERCENTILE RANKINGS: Each investment's total returns are compared to other investments in the same Morningstar category for various time periods. Total returns are ranked on a scale from 1 to 100 where 1 represents the highest returning 1% of investments and 100 represents the lowest returning investments. Included for mutual funds only.

DOW JONES US TARGET INDEX SUITE: Comprised of a set of indices that align to a series of risk allocations corresponding to target date years. Each index is invested a combination of three diverse Composite Major Asset Classes - Dow Jones U.S. Stock CMAC Index, S&P Bond Composite — U.S. Index and S&P Cash Composite — U.S. Index. The Indices assign CMAC allocations that target specific market risk levels based on a pre-determined glide path providing a planned level of market risk exposure over a fifty-year period and are rebalanced to reflect an increasingly conservative asset mix.

DOW JONES TARGET INDEX SUITE: Comprised of a set of indices that align to a series of risk allocations corresponding to target date years. Each index is a combination of three diverse Composite Major Asset Classes - Dow Jones Global Stock CMAC Index, S&P Bond Composite — Global Index and S&P Cash Composite — Global Index. The Indices assign CMAC allocations that target specific market risk levels based on a pre-determined glide path providing a planned level of market risk exposure over a fifty-year period and are rebalanced to reflect an increasingly conservative asset mix.

S&P TARGET DATE INDEX SUITE: Comprised of a set of indices aligned with specific target date years. Each index is invested a combination of indices seeking to represent the consensus asset allocation and glide path generally available in target date funds. The allocation for each index is determined once a year through a survey of large fund management companies that offer target date products.

S&P TARGET DATE STYLE — TO INDEX SUITE: Comprised of a set of indices aligned with specific target date years. Uses the annual holdings survey of target date products to classify TDF Series into "TO" and "THROUGH" styles. Each TDF Series' glide path is used to determine its Style Score. The TDF Series are partitioned by count into three equal groups. The group with the lowest Style Scores are included in the "TO" category, while the group with the highest Style Scores are included in the "THROUGH" category. Each "TO" index represents the consensus asset allocation and glide path of "TO" style group.

S&P TARGET DATE STYLE — THROUGH INDEX SUITE: Comprised of a set of indices aligned with specific target date years. Uses the annual holdings survey of target date products to classify TDF Series into "TO" and "THROUGH" styles. Each TDF Series' glide path is used to determine its Style Score. The TDF Series are partitioned by count into three equal groups. The group with the lowest Style Scores are included in the "TO" category, while the group with the highest Style Scores are included in the "THROUGH" category. Each "THROUGH" index represents the consensus asset allocation and glide path of "THROUGH" style group.

MORNINGSTAR LIFETIME ALLOCATION — AGGRESSIVE INDEX SUITE: Comprised of a set of indices aligned with specific target date years. Each index is invested a combination of indices with a Modern Portfolio Theory-based glide path, optimized to human capital asset assumptions and a liability-driven investment (LDI) approach using investor balance sheet construct for surplus optimization. The aggressive glide path follows a human capital model of 80% bonds and 20% stocks. Allocates to a mix of Morningstar Indices across global equities, bonds and inflation hedges.

MORNINGSTAR LIFETIME ALLOCATION — MODERATE INDEX SUITE: Comprised of a set of indices aligned with specific target date years. Each index is invested a combination of indices with a Modern Portfolio Theory-based glide path, optimized to human capital asset assumptions and a liability-driven investment (LDI) approach using investor balance sheet construct for surplus optimization. The moderate glide path follows a human capital model of 70% bonds and 30% stocks. Allocates to a mix of Morningstar Indices across global equities, bonds and inflation hedges.

MORNINGSTAR LIFETIME ALLOCATION — CONSERVATIVE INDEX SUITE: Comprised of a set of indices aligned with specific target date years. Each index is invested a combination of indices with a Modern Portfolio Theory-based glide path, optimized to human capital asset assumptions and a liability-driven investment (LDI) approach using investor balance sheet construct for surplus optimization. The conservative glide path follows a human capital model of 60% bonds and 40% stocks. Allocates to a mix of Morningstar Indices across global equities, bonds and inflation hedges.

Disclaimers

STANDARD DEVIATION: The standard deviation is a gauge of the variance of a manager's return over its average or mean. Statistically, it is the square root of the variance. Because it measures total variation of the return, standard deviation is a measure of total risk, unlike beta, which measures only market risk. Investors use the standard deviation to try to predict the range of returns that is most likely for a given investment. When a portfolio has a high standard deviation, the predicted range of performance is wide, implying greater volatility. The converse, a low standard deviation, implies that the portfolio will exhibit lower volatility.

SHARPE RATIO: Measures a manager's excess return over the risk-free rate of return (normally the cash return), divided by the standard deviation. It is a statistical measure that incorporates return and risk into a single number. The ratio describes how much excess return you are receiving for the extra volatility that you endure for holding a riskier asset. The higher the Sharpe ratio, the better the portfolio's historical risk-adjusted performance.

INFORMATION RATIO: A risk-adjusted performance measure defined as excess return divided by tracking error. Information ratio is a special version of the Sharpe ratio where the benchmark does not have to be the risk-free rate. Since this ratio considers the annualized standard deviation of both series (measures of risks inherent in owning either a portfolio or the benchmark), the ratio shows the risk-adjusted excess return of the portfolio over the benchmark. The higher the Information ratio, the higher the excess return of a portfolio given the amount of risk involved.

BETA: A measure of a portfolio's sensitivity to market movements. The beta of the market is 1.00 by definition. Calculated by comparing a portfolio's excess return over T-bills to the benchmark's excess return over T-bills, so a beta of 1.10 shows that the portfolio has performed 10% better than its benchmark in up markets and 10% worse in down markets, assuming all other factors remain constant. Conversely, a beta of 0.85 indicates that the portfolio's excess return is expected to perform 15% worse than the benchmark's excess return during up markets and 15% better during down markets. It is important to note that a low beta does not necessarily imply a low level of volatility. A low beta signifies only that benchmark-related (market-related) risk is low.

MAX DRAWDOWN: The worst peak to trough decline during a specific analysis period for an investment or fund. It is quoted as the percentage decline between the lowest trough and the highest peak before the trough.

UP-MARKET CAPTURE RATIO: Measures a manager's performance in up markets relative to the index during the same period. A ratio value of 115 indicates that the manager has outperformed the market index by 15% in periods when the index has risen.

DOWN-MARKET CAPTURE RATIO: This ratio is the direct opposite of the up-market capture ratio, gauging performance of the manager relative to the index in down markets. A ratio value of 80 would indicate the manager has declined only 80% as much as the declining overall market, indicating relative out performance.

MONTHS TO RECOVER: The number of months it took an investment to recover from a maximum drawdown to the original level.

R-SQUARED: Reflects the percentage of a portfolio's movements that can be explained by movements in its benchmark. Measures of the correlation of the portfolio's returns to the benchmark's returns. An R-squared of 100 indicates that all movements of a portfolio can be explained by movements in the benchmark. Conversely, a low R-squared indicates that very few of the portfolio's movements can be explained by movements in its benchmark index R-squared measure of 35, for example, means that only 35% of the portfolio's movements can be explained by movements in the benchmark index.

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Sample Client Name
Sample Plan Name
INVESTMENT POLICY STATEMENT

Amended Month, Year
Adopted Month, Year

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Sample Client Name
Sample Plan Name
Investment Policy Statement

PART I. THE PLAN

Sample Client Name sponsors the **Sample Plan Name** ("The Plan") for the benefit of its employees. It is intended to provide eligible employees with the opportunity for long-term accumulation of retirement savings through a combination of employee and employer contributions to individual participant accounts and the earnings thereon.

The Plan is a qualified employee benefit Plan intended to comply with all applicable federal laws and regulations, including the Internal Revenue Code of 1986, as amended.

USI Advisors, Inc. serves as the 3(21) co-fiduciary Plan Investment Advisor ("The Advisor")

The Plan's participants and beneficiaries are expected to have different investment objectives, time horizons and risk tolerances. To meet these varying investment needs, the Plan is a participant-directed individual account Plan under which participants and beneficiaries will be able to direct the investment of their account balances among a range of investment options to construct diversified portfolios that reasonably span the risk/return spectrum.

PART II. THE PURPOSE OF THE INVESTMENT POLICY STATEMENT

This Investment Policy Statement is a set of guidelines intended to assist the Plan's fiduciaries in making prudent investment-related decisions in the construction and monitoring of the Plan's investment menu. It outlines the Plan's investment objectives, defines the roles of those responsible for the Plan's investments, describes the underlying philosophies and processes for the selection of investment options, and establishes monitoring procedures and evaluation criteria of the investment options offered by the Plan.

This Investment Policy Statement will be reviewed by the Investment Committee (the "Committee") periodically (e.g., annually) and, if appropriate, can be amended to reflect changes in the capital markets, Plan participant objectives, and/or other factors relevant to the Plan**.**

PART III. INVESTMENT OBJECTIVES

Since participants are responsible for their own investment decisions, the Committee shall provide an array of investment options that enable participants to create a diversified portfolio based on their individual needs (time horizon, risk tolerance, etc.). The plan shall offer at least one equity investment product, one fixed-income investment product, and one investment product which aims to provide a high degree of safety / capital preservation.

The Plan's investment options will be selected to:

- Offer participants a reasonable range of investment opportunities in various asset classes with different risk and return characteristics, which when combined, would allow for the construction of a portfolio intended to match participants' unique retirement objectives.

- Provide reasonable returns with prudent levels of risk (e.g., returns comparable to those for similar investment options.
- Control administrative and management costs.

PART IV. INVESTMENT AND FIDUCIARY STANDARDS

This Investment Policy Statement is designed to further the purposes of the Plan consistent with the fiduciary obligations set forth under applicable regulations and guidance. Plan fiduciaries shall discharge their duties with respect to the Plan solely in the interest of participants and beneficiaries and for the exclusive purpose of providing benefits to participants and beneficiaries and defraying reasonable expenses of administering the Plan. Plan fiduciaries shall act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Plan fiduciaries shall also take necessary action to diversify the investments of the Plan, by including a broad range of investment options with at least three asset classes represented, so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so and shall act in accordance with the documents and instruments governing the Plan (including this Investment Policy Statement) insofar as such documents and instruments are consistent with the provisions of applicable law.

PART V. ROLES AND RESPONSIBILITIES

The **Committee** is responsible for, but not limited to:

- Establishing the Investment Policy Statement and reviewing on a periodic basis (e.g., annually).
- Selecting investment options for the Plan. (Participants shall have full responsibility for individual choices among the investment options offered by the Plan.)
- Periodically evaluating the performance of the Plan's investment options and recommending investment option changes.
- Monitoring expenses, ensuring that they are commensurate with the services provided.
- Facilitating education sessions for participants led by the recordkeeper to ensure participants are informed about the retirement program.

Those responsible for the management and administration of the Plan's investments in addition to the Committee include, but are not limited to:

- The Plan's Trustee is responsible for:
    - Holding and investing Plan assets in accordance with the terms of the Trust Agreement.
    - Providing timely and accurate statements on the assets held at the Trust.
    - Holding all assets in the appropriate accounts and securing the safekeeping of securities.
    - Performing fiduciary duties required by a trustee to complying with applicable laws and regulations.

- The investment managers are responsible for:

- Investing within their respective prospectus guidelines
- Reporting investment results on a regular basis
- Returns that provide a reasonable rate of return, such as matching or exceeding relevant peers and/or market benchmarks over the long term.
- Communicating all material matters including but not limited to changes in ownership, organization, team/people, investment philosophy, process, and product.
- Compliance with regulatory requirements and responsibilities.

- The Plan's investment advisor is responsible for:

    - Assisting in the development and periodic review of the Investment Policy Statement.
    - Periodically (e.g., quarterly) reviewing economic data and the capital markets to the Committee.
    - Periodically (e.g., quarterly) reporting on the performance of the investment options and .
      assisting the Committee with the review of the performance of investments in the Plan.
    - Performing due diligence on the investment managers in the Plan.
    - Communicating significant changes to the investments, including, but not limited to: manager changes, style drift, process changes, performance issues, etc.
    - Assisting the Committee in the selection of additional or replacement investment alternatives.
    - Updating and educating newly appointed Committee members on matters such as the Plan's investment history.
    - Providing and recommending investment alternatives for those investments where appropriate.
    - Acting as a prudent person as a fiduciary to the Plan and complying with applicable state and federal laws and regulations.

PART VI. SELECTION OF INVESTMENT OPTIONS

The following are the considerations and guidelines employed in the selection of investment options offered under the Plan and in fulfilling the Committee's fiduciary responsibility.

Investment Selection

Major asset classes that may be offered under the Plan include, but are not limited to: Equities, Fixed Income, Asset Allocation, and Capital Preservation. The Committee is not required to select, and this Investment Policy Statement does not require the Committee to select investment options covering every asset class set forth below.

Asset Classes

EQUITIES	FIXED INCOME
Domestic Equities	Short Duration Bonds
Large Cap Value	Intermediate-Term Bonds
Large Cap Blend	Long-Term Bonds
Large Cap Growth	Bank Loan Funds
Mid Cap Value	High Yield Bonds
Mid Cap Blend	Inflation-Protected Bonds
Mid Cap Growth	International Bonds
Small Cap Value	Multi-Sector Bonds
Small Cap Blend	Non-Traditional Bonds
Small Cap Growth	
Sector Funds	**ASSET ALLOCATION**
International Equities	Target Date Funds
Large Value	Asset Allocation Funds
Large Blend	
Large Growth	**SPECIALTY AND NON-TRADITIONAL**
Mid/Small Value	U.S. & Global Real Estate
Mid/Small Blend	Commodities
Mid/Small Growth	Alternative Funds
Emerging Markets	
Frontier Markets	**CAPITAL PRESERVATION**
Regional Funds	Money Market Funds
Country Funds	Stable Value Funds
World Funds	Insurance Co/Guaranteed Funds

The Committee may decide to add or eliminate asset classes. After determining the available asset classes, the Committee will make investment options available to Participants in the form of actively managed or passively managed investments.

The investment selection process will include, but is not limited to, the following qualitative and quantitative criteria:

- *People* – the ability to attract and retain talent at the firm and investment team level
    - Firm Level: Management and culture considerations, such as asset flows, firm leadership, and compensation structure
    - Investment Level: Personnel stability, risk management oversight, competitive edge, key personnel tenure, and experience
- *Philosophy* – intuitively appealing and connected with the investment process
    - Adoption by investment team
    - Consistent with team's culture
- *Process* – investment process consistent with philosophy and the firm's culture
    - Well-articulated investment process, portfolio construction methodology/implementation, sell discipline

    - Investment style that is clearly defined by sub-style and factor biases
    - Analyst/Research team competitive edge (fundamental and quantitative)
    - Transparency of process, cash management capabilities
- *Performance* – validation of a consistent and repeatable investment process
    - Style exposure, active bet awareness, active return assessment, benchmark awareness/constraints
    - Performance: rolling period versus peers and benchmark (3yr; 10yr max), longer term performance relative to benchmark and category peers
    - Information Ratio, Standard Deviation, Tracking Error, Up/Down capture ratios, Alpha, Attribution (sector, security, region)
    - Fund size, PM/trader information flow
- *Product* – operational (size, availability), economic, and compliance considerations

Administrative Considerations

- Investment vehicle: mutual fund, collective investment trust (CIT), separate account, etc.
- Share class and fees versus peer group
- Demographics of the Plan
- Deferral Rates

Capital Preservation Asset Class:

Capital preservation is a conservative investment strategy with a primary objective to preserve capital investment and prevent loss. The asset class provides low expected risk and low expected return over long time horizons.

- With respect to the selection and monitoring of the Plan's capital preservation investment option, in addition to the investment option evaluation criteria generally specified by this IPS, the Committee may also consider the following–
- Whether and the extent to which alternative capital preservation investment product structures may advance the Plan's risk and return objectives for this investment category. Alternative structures include:
    - Insurance Company General Account Products
    - Collective Investment Trust Stable Value Products
    - Life Insurance Company Separate Account Stable Value Products
    - Money Market Funds
- The potential advantages and other considerations associated with competing structures, including relative safety, liquidity, the presence or absence of a pre-declared credited rate, relevant fees and expenses, asset duration, long-term performance and financial strength backing insurance company guarantees.
- The degree to which, if at all, the selection of a capital preservation product affects the levels of direct recordkeeping expenses charged to the Plan and, conversely, whether and the degree to which the levels of direct recordkeeping charges may affect the rates of return achieved by the capital preservation product.

Asset Allocation Funds

For Asset Allocation or Multi-Asset Class investment options, such as the Target Date Funds, the selection and monitoring would include the qualitative and quantitative evaluation criteria specified by the IPS, and may consider in addition to the factors considered for traditional asset classes, other factors which include, but are not limited to

- Generally accepted investment theories and prevailing industry practices
- Glidepath strategy
- Portfolio construction and rebalancing
- Underlying investment vehicles and their respective performance compared to relevant benchmarks
- Proprietary and non-proprietary investment funds within the Target Date Funds
- Transparency (how available is access to the data and information regarding the portfolio's building blocks)
- Comparing each vintage year to the relevant peer group and relevant market benchmark
- Fees

Self-Directed Brokerage Account

The Committee may add a self-directed brokerage account through the record keeper, in which participants are solely responsible for investment selections through such an account. The Committee may elect to remove this option at any time. The Advisor will not provide any investment advice with respect to self-brokerage accounts.

PART VII. INVESTMENT MONITORING AND REPORTING

The Committee will review the Plan's investment options on a periodic basis. The performance of investment options and their continued appropriateness, given the investment objectives of the Plan, are an essential part of this review.

Factors in this ongoing evaluation include but are not limited to:

- The performance of the investment options relative to comparative indexes and peers. The investment advisor will provide performance reporting, including established indexes and peer analysis on a periodic basis (e.g., quarterly). The performance of investment managers will be evaluated over a full market cycle. Short-term performance deviations from the benchmark or peers will be taken into consideration but will not necessarily be a determining factor for the status of the investment option. Investment options that consistently underperform in terms of risk and return will be carefully reviewed to determine if action is warranted.

- Unusual, notable, or extraordinary events including, but not limited to, portfolio manager or team departure, violation of investment guidelines, material litigation against the firm, or material changes in firm ownership structure, insufficient infrastructure to keep up with asset growth, or announcements thereof shall be communicated by the investment advisor to the Committee within a reasonable period (e.g., quarterly meeting).

After careful review of the investment options, the Committee may decide to:

- Continue to offer the option in the Plan.
- Place the investment option on "watch" status for more detailed analysis.
- Suspend the investment option but allow current account balances to remain in the investment option while not allowing further new contributions. This action will be taken prior to eliminating an investment option.
- Eliminate the investment option and require participants to transfer their current balance to other investment options.
- Add competing investment options.

PART VIII. INVESTMENT OPTION TERMINATION

An investment option should be terminated when the Committee has lost confidence in the investment manager's ability to:

- Achieve performance and risk objectives,
- Comply with investment guidelines,
- Comply with reporting requirements, or
- Maintain a stable organization and retain key relevant investment professionals.

There are no hard and fast rules for investment option termination. However, if the investment option has consistently failed to meet one or more of the above criteria, it is reasonable to presume a lack of adherence going forward. Failure to remedy the circumstances of unsatisfactory performance by the investment option within a reasonable time is grounds for termination.

Any recommendation to terminate an investment option will be treated on an individual basis and will not be made solely based on quantitative data. In addition to those above, other factors may include, but are not limited to, professional staff turnover, client turnover, or material changes to investment processes. A manager may also be terminated for any reason the Committee deems prudent to enhance the investment line-up structure. Considerable judgment must be exercised in the termination decision process.

An investment option may be terminated using one of the following approaches:

- Remove and replace (map assets) the terminated investment option with a new or existing competing investment option.
- Freeze the assets managed by the terminated investment option and direct new assets to a replacement investment option.
- Phase out the terminated investment option over a specific period. Remove the terminated investment option and do not provide a replacement investment option.

Replacement of a terminated investment option would follow the criteria outlined in Part VI, Selection of Investment Options.

PART IX. PARTICIPANT EDUCATION AND COMMUNICATION

The Plan will communicate to employees that they control their own investments, permit investment changes in accordance with the Plan document and provide periodic educational materials to assist in employees making informed decisions.

PART X. COORDINATION WITH THE PLAN DOCUMENT

Notwithstanding the foregoing, if any term or condition of this investment policy conflicts with any term or condition in the Plan, the terms, and conditions of the Plan control.

PART XI. REVIEW AND AMENDMENT OF INVESTMENT POLICY

Changes in this policy may be made when deemed advisable to protect the interests of the Plan participants. The Committee may choose to make additional investment options available or to eliminate an investment option from the Plan for administrative reasons or to otherwise exercise its duties to the Plan.

This Investment Policy Statement shall remain in effect until revised or amended by the Committee.

PART XII. ADOPTION OF INVESTMENT POLICY

Committee Representative Signature _____

Printed Name_____

Date_____

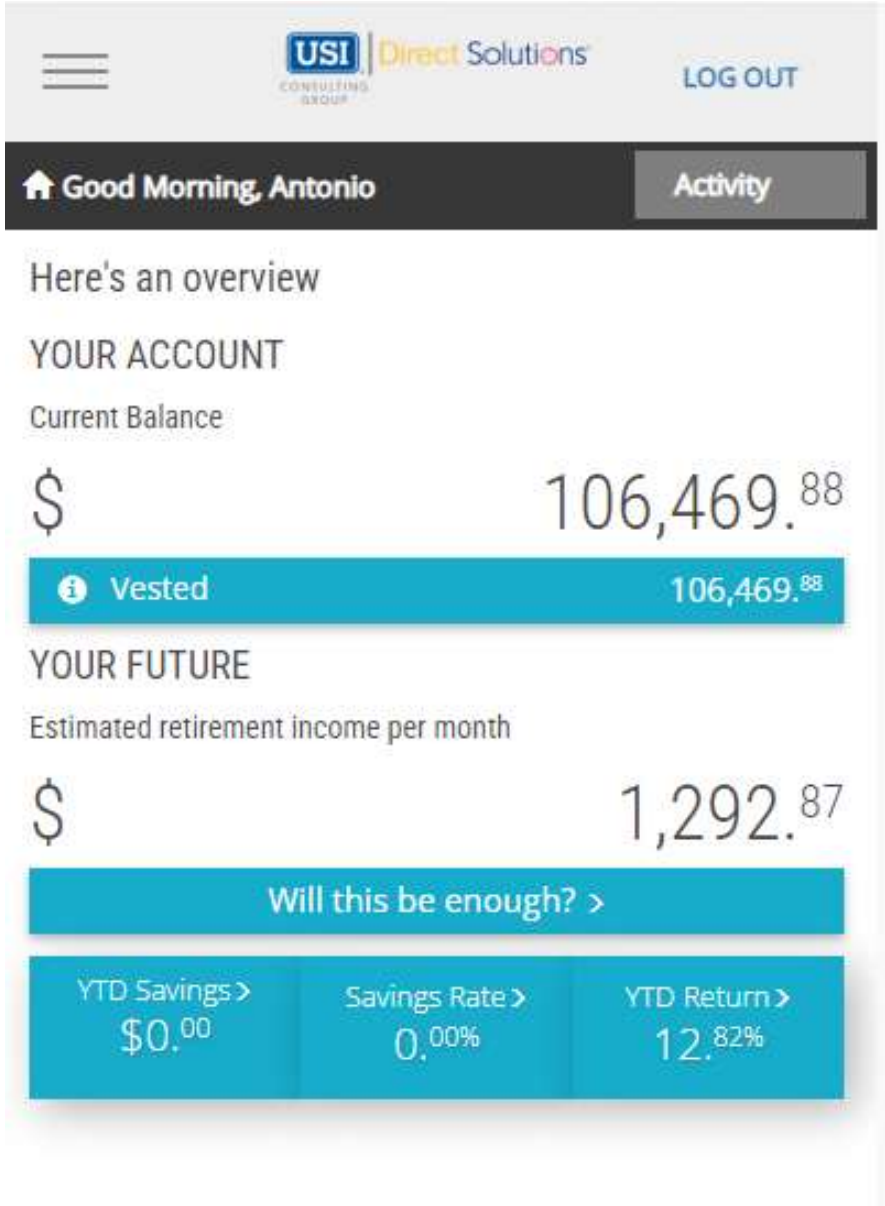
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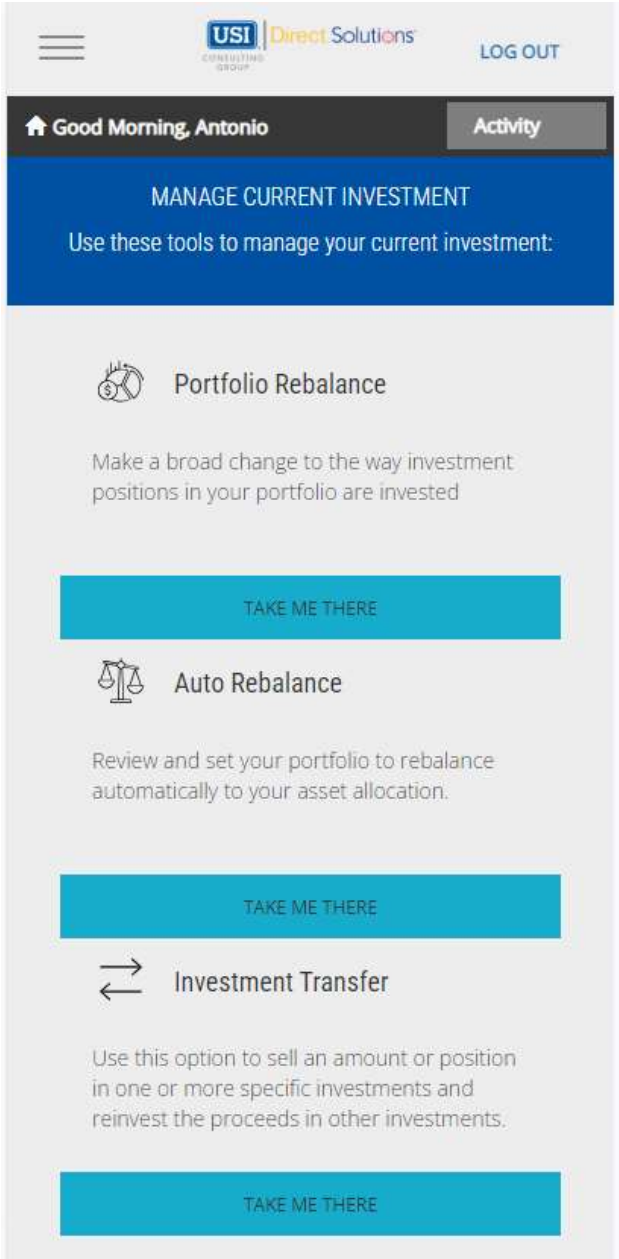
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Home Screen



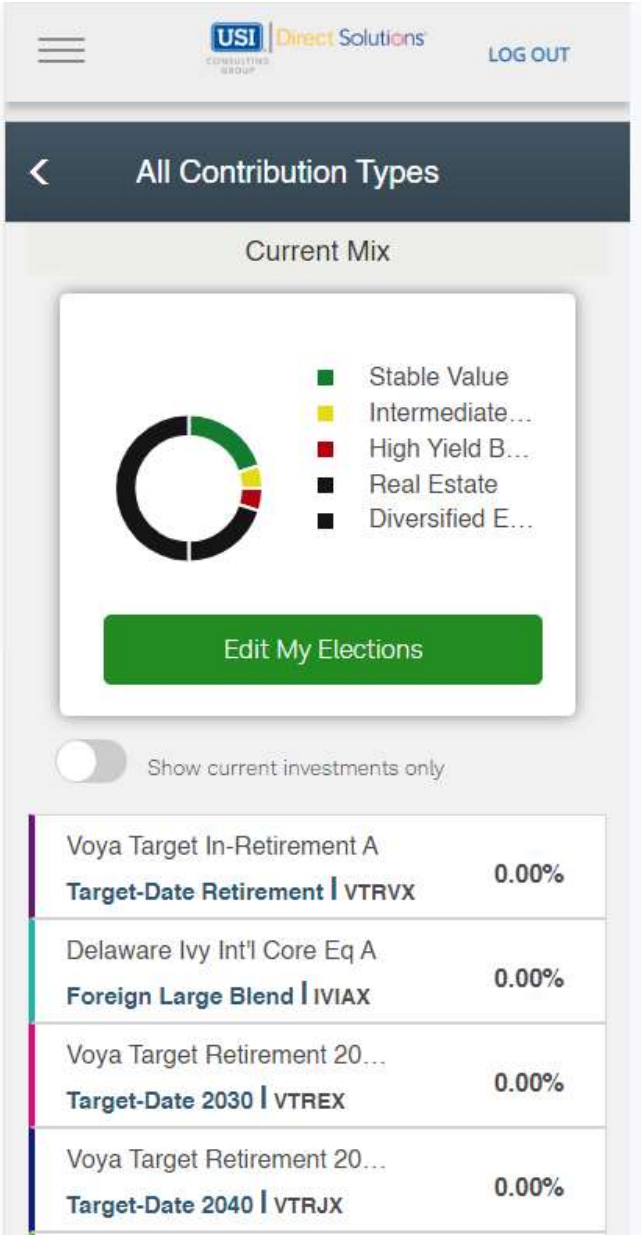
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Investment Changes



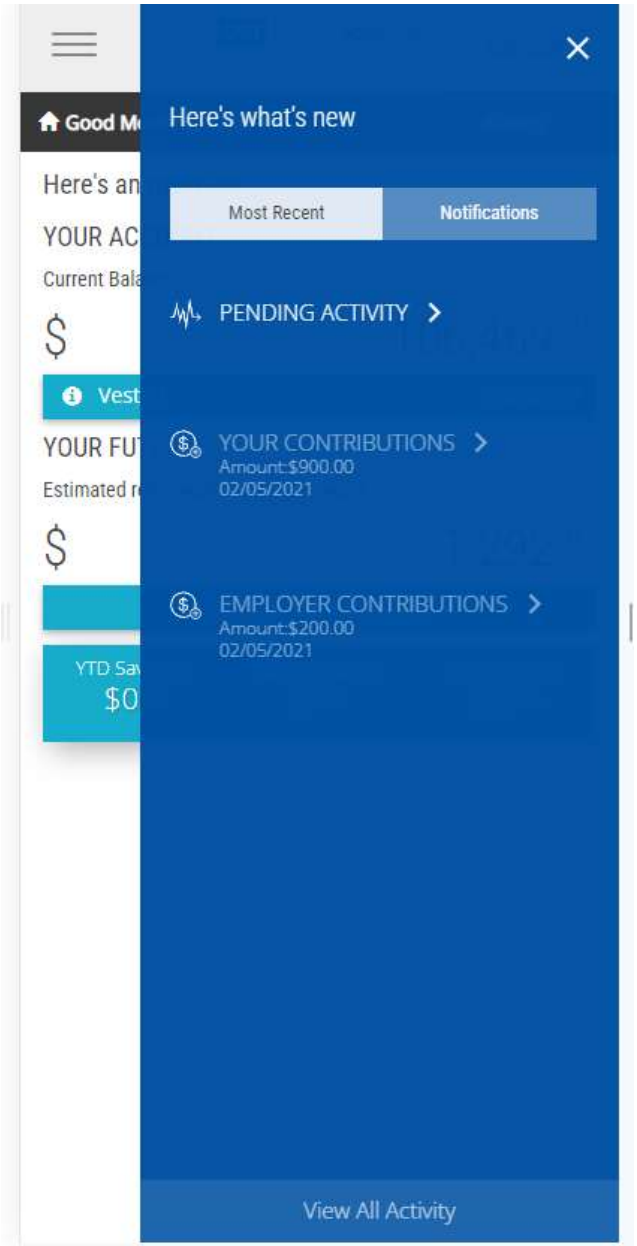
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Election Changes



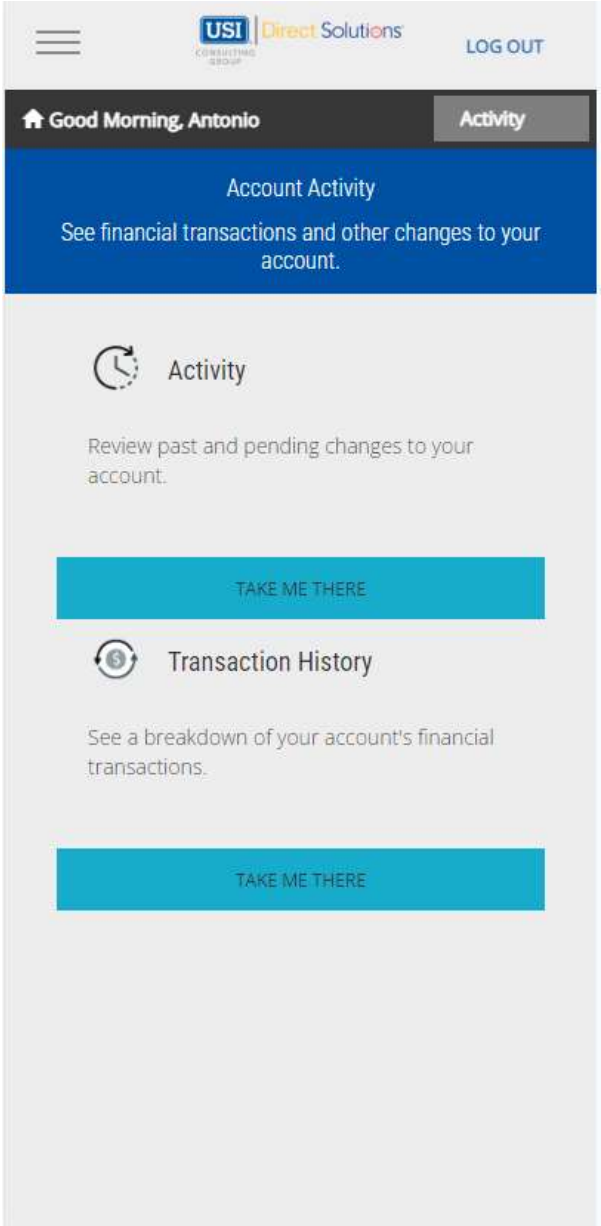
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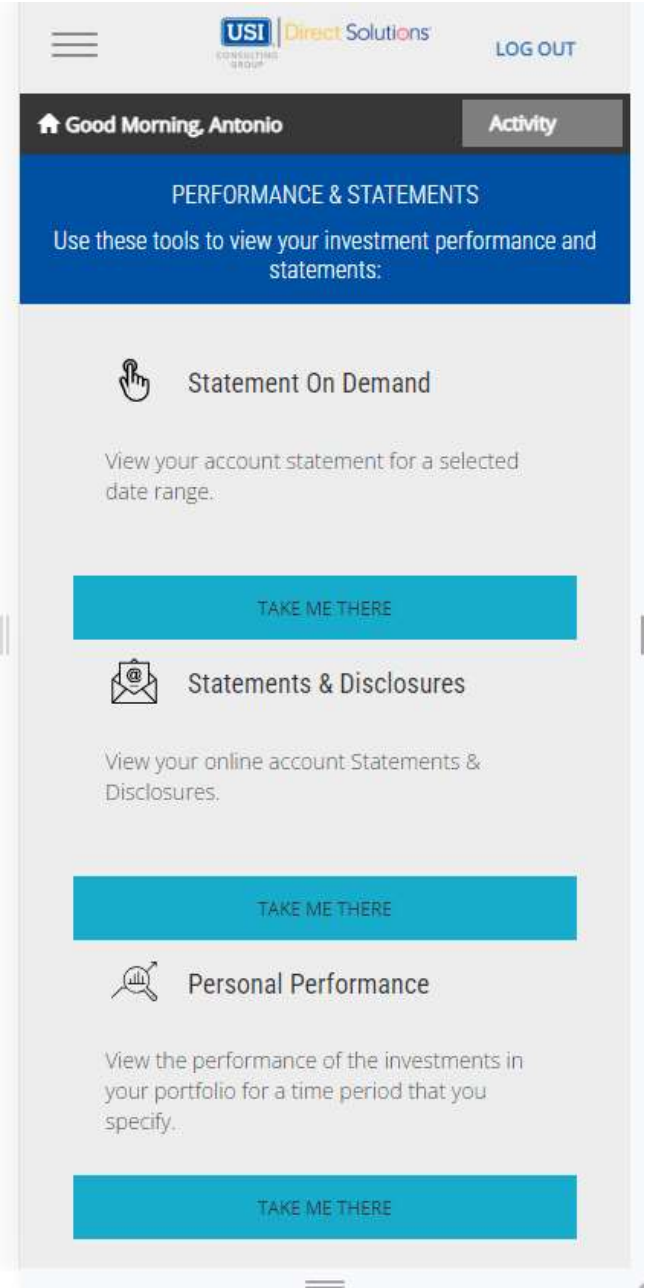
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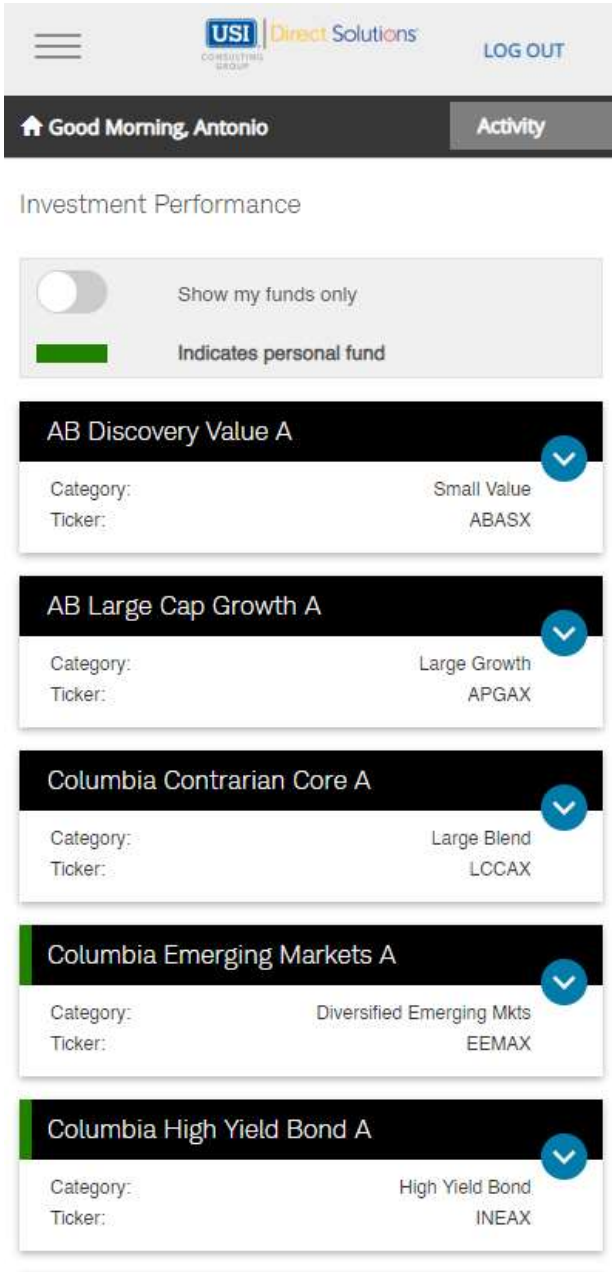
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Statements & Personal Performance



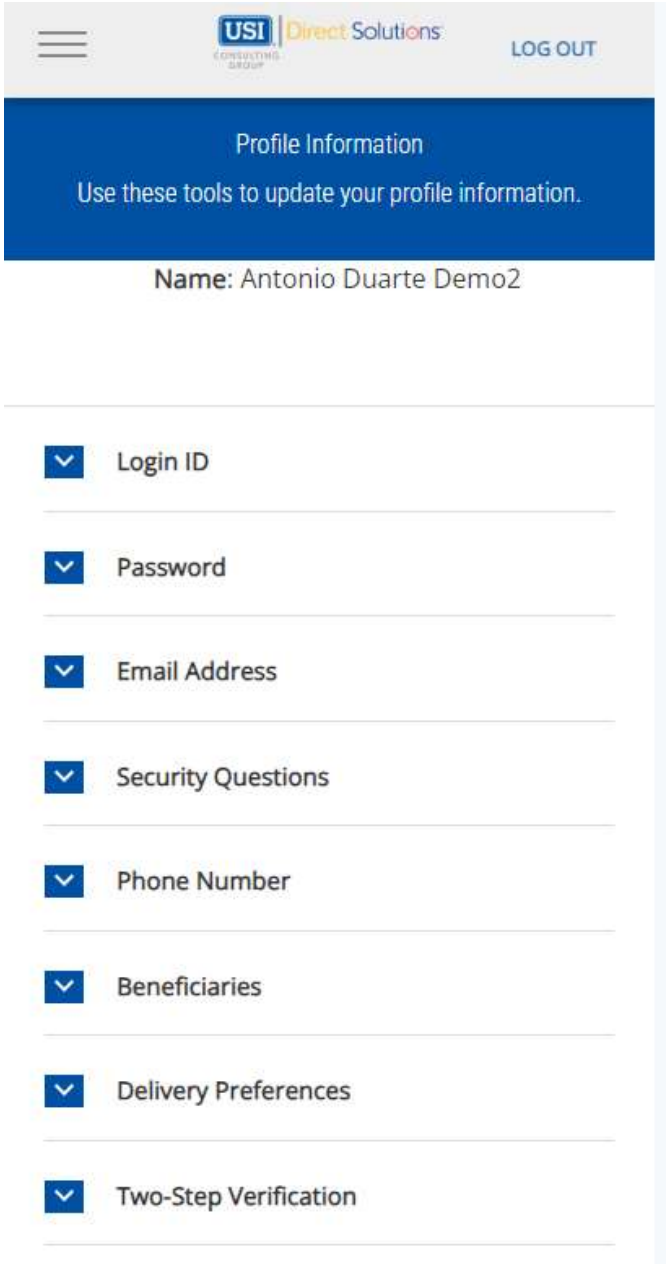
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Investment Returns and Research



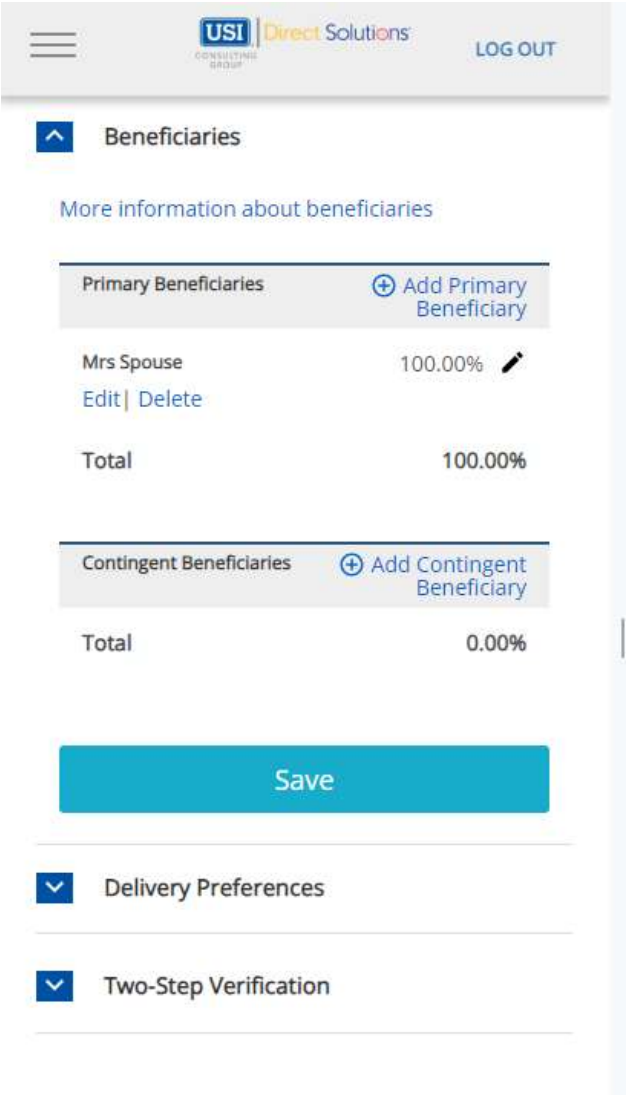
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Profile Changes



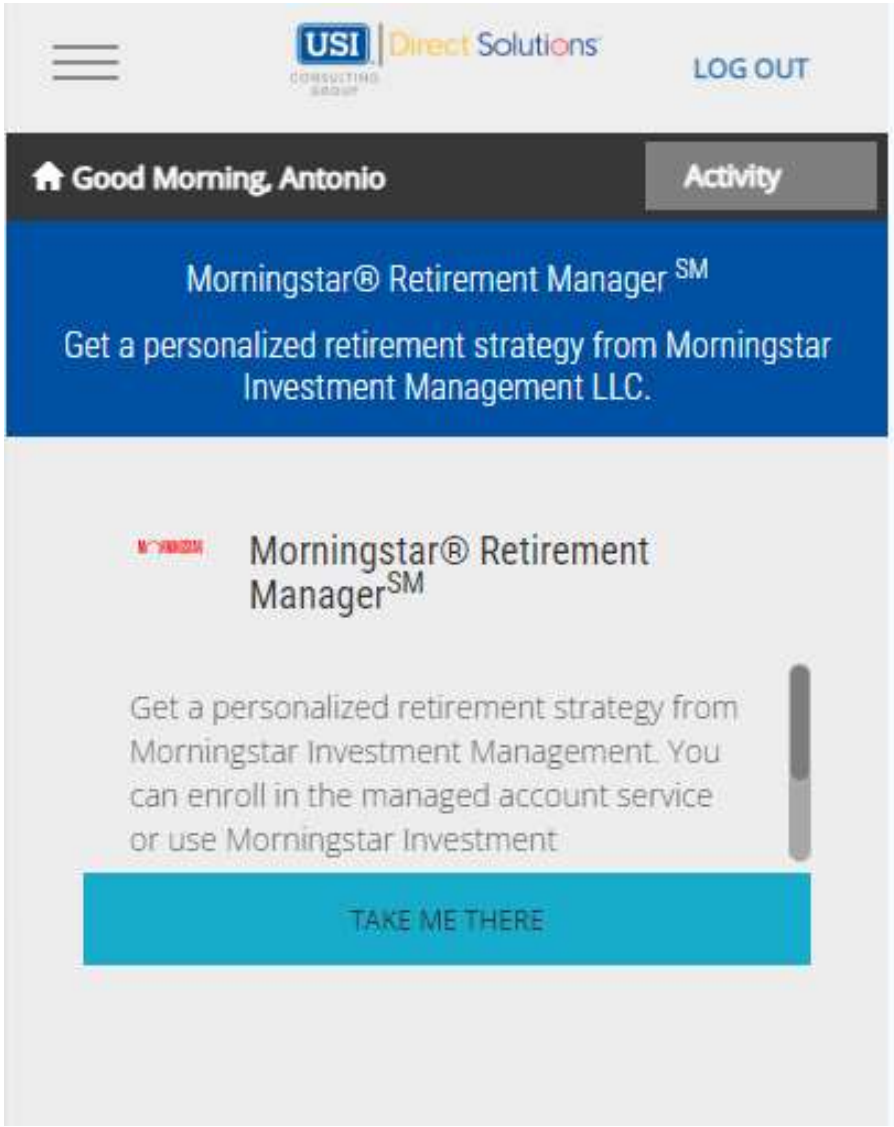
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Beneficiary Changes



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Morningstar



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USI CONSULTING GROUP

Sample Company Retirement Savings Plan

Direct Solutions®



SETTING YOUR SIGHTS ON THE FUTURE

A satisfying retirement is probably one of your most important financial goals. Maybe you see yourself traveling, pursuing a favorite hobby or just relaxing and enjoying life during retirement. Like most people, you probably have a vision of how you would like to spend your golden years. It is important that you establish a clear plan about how you will finance your future retirement.

Your retirement plan is a valuable benefit that can help you prepare for a financially secure retirement. Through the plan, you can save money now towards your retirement goal. Joining the plan is one of the most important decisions you should make.

This booklet contains information about your retirement plan's features and investments. We encourage you to read through the material and take advantage of this important benefit to prepare for your retirement.



TABLE OF CONTENTS

Congratulations! You are now eligible to participate in the retirement savings plan. We are pleased to provide you with this enrollment kit outlining the benefits offered through the plan and hope that you take advantage of this opportunity to prepare for your retirement.

This booklet contains four main sections:

Plan Highlights

An overview of the key features of your retirement plan.

Retirement Planning and Investing Concepts

Information on saving for retirement, types of investments, strategies for investing and tools to assist you in choosing an appropriate asset allocation and level of savings to meet your personal retirement goal.

Investment Information and Performance Summary

Information on each of the investments offered in your retirement plan.

Enrolling in the Plan

A summary of the steps to enroll in the retirement plan.

Sample Company Retirement Savings Plan Highlights

ELIGIBILITY

All employees must meet the eligibility requirements listed below for:

Employee contributions, Employer Profit Sharing contributions, Employer Matching contributions.

You are immediately eligible.

The Plan does not allow participation by employees who are:

- Non-Resident Aliens
- Leased Employees

ENROLLMENT PERIODS

On meeting the eligibility requirements you may join the Plan:

January 1, February 1, March 1, April 1, May 1, June 1, July 1, August 1, September 1, October 1, November 1, December 1

CONTRIBUTIONS

Employee Contributions

Through payroll deduction, you can make pre-tax contributions from 0.00% up to 100.00% of your eligible compensation. An Internal Revenue Service (IRS) dollar limit applies. The dollar limit is $18,000 for 2015.

Catch-Up Contributions

If you are age 50 or older and make maximum allowable deferrals to your Plan, you are entitled to contribute an additional "catch-up contribution". The catch-up contribution is intended to help eligible employees make up for smaller contributions made earlier in their career. The maximum catch-up contribution is $6,000 for 2015. See your Plan Administrator for more details.

Employer Contributions

Match

Your employer will make a matching contribution equal to 50% of your pre-tax contributions up to 6% of your eligible compensation as defined by the terms of the Plan.

Profit Sharing

Your employer may make Profit Sharing contributions at its discretion, which will be allocated among all eligible employees, whether or not they make contributions.

Employer contributions benefit all eligible employees who are employed on the last day of the plan year.

Contribution Changes

You may increase or decrease the amount of your contributions any time.
You may stop your contributions any time.
You may restart your contributions monthly.
Future investment choices may be made daily.

Sample Company Retirement Savings Plan Highlights

VESTING

Vesting refers to your 'ownership' of a benefit from the Plan. The money that you contribute and the money it earns are always 100% vested. Any rollover or transfer contributions you make are also 100% vested.

Employer Match		Profit Sharing	
Years of Service	Vesting %	Years of Service	Vesting %
1	20%	1	20%
2	40%	2	40%
3	60%	3	60%
4	80%	4	80%
5	100%	5	100%

WITHDRAWALS

Funds may be withdrawn from your Plan account in these events:

- Qualified Retirement
- Age 59 1/2 or older
- Financial Hardship
- Termination of Service
- Death
- Disability

See your Summary Plan Description for more details about taking withdrawals from the Plan. Be sure to talk with your tax advisor and address any potential adverse tax consequences before withdrawing any money from your Plan account.

LOANS

The Plan is intended to help you put aside money for your retirement. However your employer has included a Plan feature that lets you borrow money from the Plan.

You can have 1 loan outstanding at a time. The minimum loan amount is $1,000.

The interest rate is prime plus 1 percent. You may apply for a loan using the Participant Web Site listed under Account Information in this kit.

The amount you may borrow is limited by rules under the tax laws. In general, all loans will be limited to the lesser of one-half of your vested account balance or $50,000 reduced by your highest outstanding loan balance in the last 12 months.

All loans must generally be repaid within five years. A longer term may be available if the loan is to be used to purchase your primary residence.

Other requirements and limits must be met, and certain fees may apply. Refer to the Summary Plan Description for more details about this participant loan feature.

Sample Company Retirement Savings Plan Highlights

HARDSHIP WITHDRAWALS

If you have an immediate financial need created by severe hardship and you lack other reasonably available resources to meet that need, you may be eligible to receive a hardship withdrawal from your Plan. Hardship withdrawals may be taken from employee contributions only. If a hardship withdrawal is made, your eligibility to make contributions to the plan is suspended for 6 months.

A hardship, as defined by the government, can include:

- Purchase of your primary residence
- Payment of tuition and related costs for the employee, spouse, dependents, or children who are no longer dependents for post-secondary education
- Payment of certain medical expenses
- Prevention of eviction from, or foreclosure on, your primary residence
- Funeral/burial expenses for a parent, spouse, child or dependent
- Repair of damages to employee's primary residence that qualifies for casualty deduction

ROLLOVERS

You are allowed to roll over money into your account. See your Summary Plan Description or Plan Administrator for rollover details.

Forms are available in the back of this kit to assist you with requesting a rollover from your prior account as well as electing to invest your rollover in the Plan.

ACCOUNT STATEMENTS

You will receive a statement of your account periodically. The statement will include a summary of all transactions in your account, including deposits and withdrawals, the value of your investments and the ending account balance for the period.

404(c) STATEMENT

The Plan is intended to comply with ERISA Section 404(c) regulations. This simply means that you "exercise control" over some or all of the investments in your Plan account. The fiduciaries of the Plan may be relieved of liability, or responsibility, for any losses that you may experience as a direct result of your investment decisions. As a Plan participant, you may request certain information from:

Sample Company
Human Resources
123 Main Street
Glastonbury, CT 06033
Phone: 555-212-2121
Fax: 555-313-3131

CONTACT INFORMATION

Third Party Administrator/Plan Service Provider

USI Consulting Group
95 Glastonbury Boulevard, Suite 102
Glastonbury, CT 06033
www.usicg.com

Sample Company Retirement Savings Plan Highlights

ACCOUNT INFORMATION	Participant Web Site	www.usicg.com
	Automated Voice Response Number	1-800-828-4224
	Customer Service Number	1-866-305-8846 code 999
SUMMARY PLAN DESCRIPTION	The Plan's Summary Plan Description (SPD) provides greater detail and other important information concerning your participation in the Plan. The information provided in this booklet is an overview of your Plan's features and benefits. Should there be a discrepancy between this information and the SPD, the SPD will govern.	

WHY DO YOU NEED TO SAVE FOR YOUR RETIREMENT?

A successful retirement savings strategy requires comprehensive planning. Retirement can be a time of personal well-being and financial security, but sadly, for some it is not. Social Security alone will not provide a sufficient level of income. According to most experts, you will need approximately 60% to 80% of the amount of money you are earning at the time you retire in order to maintain your standard of living during retirement. Your income will likely come from a combination of retirement plans, Social Security and personal savings. As a result, it is important that you determine how much you will need to save for your retirement.



The Cost of Waiting

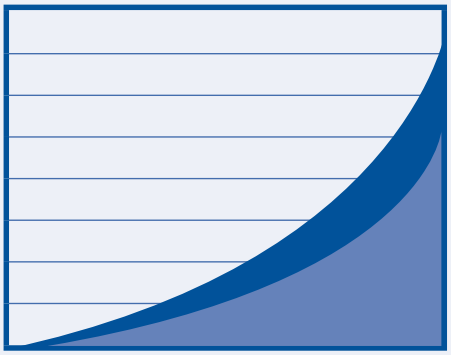
Thanks to the power of compounding, which is the ability of an investment to generate earnings that are then reinvested to generate their own earnings, the earlier that you start saving the less you have to save to reach your retirement goal. Waiting even 10 years will greatly increase the amount of money you need to save each month and the amount of time you must continue saving.

For instance, in the example below, both Lois and Ted wanted to save $500,000 for their retirement. Lois started saving when she was age 25, but Ted waited to begin saving until he was age 35. Not only did Lois meet her retirement goal, but she also ended up with $76,500 more than Ted did at retirement.

Consider This Example:

Start Age	**Lois:** Age 25	**Ted:** Age 35
Years to retirement	40	30
Monthly contribution	$150	$300
Total contribution	$72,000	$108,000
Total investment earnings	$451,651	$339,108
Total retirement savings	$523,651	$447,108

Ted contributed $36,000 more than **Lois**, yet he ended up with $76,500 less at retirement.



$523,651
Lois contributed
$150/month for 40 years

$447,108
Ted contributed
$300/month for 30 years

Assumes 8% rate of return. Quoted returns are hypothetical and do not represent the return of any particular security or group of securities. Information is for illustrative purposes only. Past performance is not indicative of future results. Actual returns may be more or less than this example.

WHY IS A RETIREMENT SAVINGS PLAN ONE OF THE BEST WAYS TO SAVE FOR RETIREMENT?



Your Contributions are Automatic

You decide what amount of your pay is invested in your plan, and that money is automatically deducted from each paycheck. With every pay period that passes, you can take comfort in knowing that you are also investing in your future. While it is up to you to determine how often you can make an increase to your contribution amount, increasing your savings rate year-over-year, such as when you receive a raise, may impact your account balance more significantly than the investments you choose.

You Can Pay Less in Taxes

A retirement savings plan allows you to save money before it is taxed, and the amount you save reduces your current taxable income, dollar for dollar. As a result, you'll pay less in taxes each pay period and may have more money to invest. You won't pay taxes on your savings until you take the money out at retirement, at which point you could be in a lower tax bracket.

Your Savings Can Grow Tax Deferred

As the investments in your account grow, your money can earn a return on both the amount you invested and the earnings - an effect known as compounding. Before you take withdrawals in retirement, compounding is enhanced in your account because taxes do not eat away at your current balance. More time lets your money work harder for you. It's true! The sooner you start, the better off you may be.

Your Savings are Portable

Your contributions can be taken with you should you decide to leave your job or retire. You can transfer (or rollover) savings from one employer's qualified plan to another, if allowed under the terms of each plan. This feature allows you to take advantage of the convenience of having your retirement savings consolidated in one plan.

The Benefit of Tax-Deferral

	Savings Without a Retirement Plan	Savings With a Retirement Plan
Gross Pay	$22,000	$22,000
Tax-Deferred Savings	$0	$1,100
Taxable Pay	**$22,000**	**$20,900**
Federal Income Taxes	$5,500	$5,225
Taxable Savings	$1,100	$0
Net Spendable Pay	**$15,400**	**$15,675**
Spendable Pay Advantage		**$275**

The chart to the left represents the impact of a 5% tax-deferred retirement savings versus taxable retirement savings on your current salary.

Assumes 25% tax bracket. For illustrative purposes only.

TYPES OF INVESTMENTS

Three major types of investments are available in your retirement plan, offered primarily through mutual funds. Understanding these three types of investments and the main risks associated with each will assist you in preparing for your financial future.

Mutual funds are investment companies that combine the assets of many investors into a single pool which is invested in a number of securities (stocks, bonds, etc.) according to a stated objective as defined by the fund's prospectus. Individual investors benefit from the expertise and resources of the fund's investment management team and the diversification that such funds offer within one or more of the three major investment types.

Stocks (Equities)

When you invest in stock funds, you are buying shares of ownership in one or more companies. The market value of a stock is determined in large part by the success or earnings potential of the company. As a stock investor, you can make money in two ways. The first is through dividends, or a portion of the company's earnings paid to you on a periodic basis. The second is by selling your stock at a higher price than the price at which it was purchased. Historically, stock investments have outperformed the other types of investment options, but they also have the highest level of risk, since their price movement can be unpredictable and can fluctuate widely. This is known as market risk.

Bonds (Fixed Income)

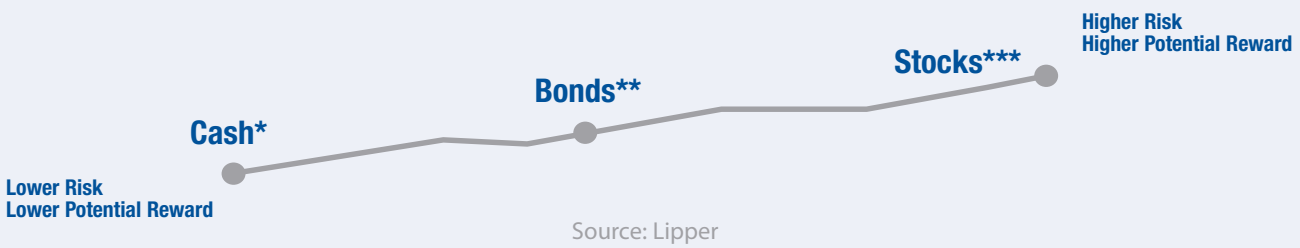
A fixed income bond fund is comprised of a variety of bonds offered by different entities with different maturity dates. A bond is a loan from an investor, such as you, to a corporation or government in exchange for interest payments and repayment of the principal amount invested at maturity. If the borrower goes bankrupt, you may lose some or all of your bond investment. This is known as credit risk.

Three main types of bonds are Corporate, Municipal and Treasury. Corporate bonds are issued by companies. Municipal bonds are issued by state and local municipalities. Treasury bonds are issued by the U.S. government. Bond prices will fluctuate with movements in interest rates and other factors. Generally, bonds gain or lose value in the opposite direction of interest rates. If interest rates go up, bond prices generally fall and vice versa.

Cash (Short-Term)

Cash and money market, or fixed interest securities, are short-term interest-bearing investments. A short-term investment has a maturity of one year or less and may include Certificates of Deposit (CDs), stable value funds and Treasury Bills (T-Bills). Such investments generally provide a lower return with less risk. These investments may experience inflation risk, or the potential inability of cash to provide long-term returns greater than the rate of inflation (a rise in the price of goods and services), thereby decreasing the investor's purchasing power over time.

Risk/Reward Comparisons



Source: Lipper

* 30-Day T-Bills ** Intermediate Government Bonds *** S&P 500

BUILDING AN INVESTMENT PLAN FOR YOUR FUTURE

Savvy investors work to create a strategy for beating inflation while managing investment risks. There is no "one" right strategy and each individual should consider the following important principles when formulating their investment plan for retirement:



Time Horizon

Your time horizon until you plan to begin withdrawing money is important because it influences how you invest your assets. Typically, a shorter time frame necessitates more conservative investments, while a longer period allows you to handle more risk. Your time horizon may be longer than you think, since you will be investing not only until retirement but during retirement. Stock and bond investments generally have higher risk in the short-term, but are more likely to produce higher returns than cash over a longer period of time. As you consider risk and return, keep in mind that your plan investments may change as your time horizon changes. As people get closer to retirement they may have less tolerance for risk and therefore may adjust their investments.

Dollar Cost Averaging

Dollar cost averaging is investing a fixed amount at regular intervals of time, such as contributing a percentage of your salary each payroll period in your retirement savings plan. Dollar cost averaging is a technique that eliminates the anxiety of trying to time the markets.

Dollar Cost Averaging

Investment Date	Amount Invested	Share Price	Number of Shares Purchased
January	$200.00	$10.00	20.000
February	$200.00	$9.00	22.222
March	$200.00	$9.10	21.978
April	$200.00	$8.50	23.529
May	$200.00	$7.50	26.667
June	$200.00	$8.00	25.000
Total Invested/Total Shares	$1,200.00		139.396
Average Share Price		$8.68	
Average Cost Per Share			$8.61

Dollar cost averaging may allow investors to more effectively weather the ups and downs in the market. A person who invests the same dollar amount each period will buy more shares of an investment when the market price is low and fewer when its price is high. As a result, the average purchase price may be lower than the average of the market prices over the same period of time.

BUILDING AN INVESTMENT PLAN FOR YOUR FUTURE

Diversifying Investments

Diversification simply means spreading out your money among different types of investments that have different characteristics, such as stocks, bonds and cash. This process of choosing the appropriate amount of money to invest in higher and lower risk investments is often called "asset allocation."

The mutual funds offered through your retirement plan pool your money with that of your co-workers and other investors to purchase a number of different investments within a fund. Each stock fund, for example, may invest in numerous companies, spread across a broad spectrum of industries. This means that if one company has problems, a sufficiently diversified fund should not suffer a major loss. Similarly, bond funds invest in bonds with varying maturity dates issued by various entities.

Generally, when one type or class of investment does well, another may not. For instance, when stocks perform well, typically bonds do not. It is important that you consider investing in different types of assets, which may allow you to lower your total account risk with a goal of experiencing smoother overall investment performance.

You can further diversify by investing in several funds (stocks, bonds, etc.) or by choosing a fund that invests in the different asset classes.

Rebalancing

Over time, gains in some types of investments and losses in others could cause your portfolio to shift from your intended asset allocation strategy. Rebalancing your portfolio, or selling some of your investments that have grown and investing more in those that have fallen behind, can help ensure that you maintain a level of investment risk that you are comfortable with.



Rebalancing Your Plan Investments

Alan allocates his retirement investments among three asset types: 50% in stock funds, 30% in fixed income funds, and 20% in a money market fund.

Over the past couple of years, the stock funds declined so that his money is now divided 45% in stock funds, 33% in fixed income funds, and 22% in the money market fund.

Alan may want to transfer some money from the fixed income and money market funds to the stock funds to maintain his desired allocation mix.

WHAT TYPE OF INVESTOR ARE YOU?

Once you join your employer's retirement plan, you need to develop an investment strategy. This questionnaire can help you determine whether you are a conservative, moderate, or aggressive investor and which asset allocation may be suitable for your situation. Use this information in combination with other investment planning advice available to you.



Please read the following statements. Rank yourself on a scale from 1 to 5 as to whether you agree or disagree with each statement by circling your choice. Total the numbers circled and enter your score below.

Investor Profile Questionnaire

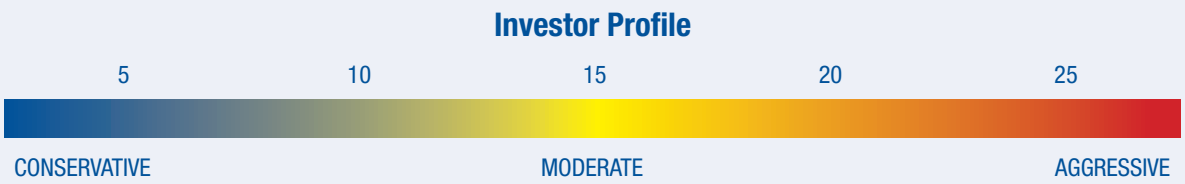
1 = Strongly disagree	2 = Disagree	3 = Neutral	4=Agree	5=Strongly Agree

1.	To obtain above-average returns on my investments, I am willing to accept above-average risk of investment losses.	1	2	3	4	5
2.	Staying ahead of inflation is more important to me than maintaining stable account values.	1	2	3	4	5
3.	If an investment loses money over the course of a year, I can easily resist the temptation to sell it.	1	2	3	4	5
4.	I do not plan to withdraw my retirement money for major expenses before I retire.	1	2	3	4	5
5.	I consider myself knowledgeable about economic issues and personal investing.	1	2	3	4	5

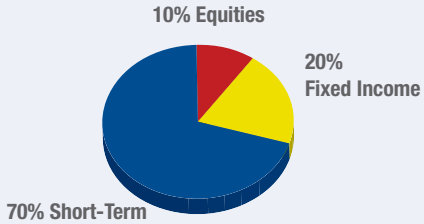
Total Score _____

Compare your score with the Investor Profile and Sample Asset Allocations on the next page. Remember, neither the five statements nor your total score is meant to tell you which investments to choose. Rather, the questionnaire may help you better understand your objectives and feelings about risk so you can select investments that are right for your situation.

WHAT TYPE OF INVESTOR ARE YOU?

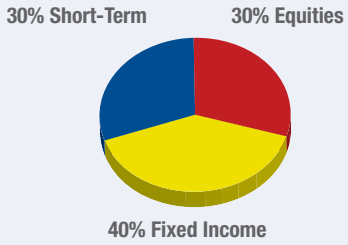


Compare Your Score: Sample Asset Allocations



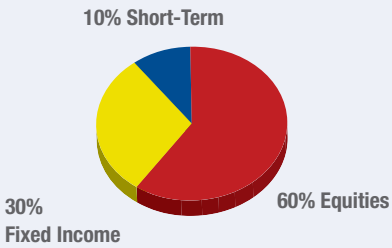
5-11 = Conservative Investor

This score indicates you may have a low tolerance for risk and you are seeking only a small amount of capital growth. A conservative investor may want to invest primarily in short-term investments with only a small amount invested in stocks and bonds. A portfolio weighted in this manner typically suggests an investment time horizon of less than five years.



12-18 = Moderate Investor

This score indicates that your investment time frame is five years or more. It is likely that you desire to outperform conservative investments over the long term. Your score suggests that you are willing to take on some additional risk because you are aware that time tends to work in the investor's favor. Over longer periods of time, greater risks can potentially result in greater returns. A moderate investor views the growth potential of stocks over the long term as an essential part of his or her investment mix.



19-25 = Aggressive Investor

This score points to an investor willing to accept market risk as he or she seeks the opportunity for capital growth that is made possible by investments in stocks. The score also indicates that your investment time horizon is ten or more years. Historically over time, stocks have outperformed most other capital market investments, but also fluctuate in market value. An aggressive investor may wish to include the stocks of smaller U.S. companies and the stocks of foreign companies in his or her portfolio.

The asset allocations presented above are only examples of the types of allocations you may wish to consider based on your answers to the profile questionnaire. They are not intended as investment advice. The final decision on any allocation or investment is yours. Your investment strategy should be reviewed periodically as your investment profile changes. Your portfolio value will fluctuate with market conditions. Past performance is no guarantee of future results.

HOW MUCH MONEY WILL YOU NEED TO SAVE FOR RETIREMENT?



People today are living longer thanks to healthier lifestyles and medical advances. It is important to save enough money to last through all of those years. When calculating how much you will need to save in your retirement plan, you should consider personal savings, investments, other retirement plan balances, expected Social Security benefits and any other income sources that may supplement your retirement income.

The chart below will help to give you an estimate of the total amount of money you will need at retirement as well as a suggested amount to contribute to your retirement savings plan from each paycheck, taking into consideration the amount of money you may have already saved.

Current Age	Annual Salary	Amount Needed at Retirement	Amount Already Saved	Suggested Minimum Contribution
21-30	$25,000 $35,000 $50,000 $75,000	$641,000 $981,000 $1,491,000 $2,341,000	$0 $0 $0 $0	9-11% 10-12% 10-12% 11-13%
31-40	$25,000 $35,000 $50,000 $75,000	$441,000 $692,000 $1,071,000 $1,700,000	$15,000 $25,000 $50,000 $75,000	9-11% 11-13% 10-12% 11-13%
41-50	$25,000 $35,000 $50,000 $75,000	$294,000 $479,000 $756,000 $1,219,000	$35,000 $70,000 $110,000 $190,000	11-13% 10-12% 11-13% 11-13%
51-60	$25,000 $35,000 $50,000 $75,000	$186,000 $320,000 $521,000 $855,000	$15,000 $25,000 $50,000 $75,000	9-11% 9-11% 10-12% 11-13%

Assumptions: Retirement age 65. Length of retirement of 25 years. Annual inflation rate of 3%. Annual rate of return before and during retirement of 8%. Tax rate during retirement of 20%. Assumes tax-deferred investments in retirement plan. Social Security benefit of $1,000 per month starting at age 65. Annual inflation rate on Social Security of 1%. Assumes that a person will spend an average of 60% of his or her current salary in retirement. Balance at death is $0. These are examples only and are not intended as a projection or guarantee. Actual results may vary.

For an estimate of your Social Security benefits, please contact the Social Security Administration at (800) 772-1213 or www.ssa.gov.

Step 1 – In the first column, select the age range that matches your current age.

Step 2 – Choose the salary that comes closest to what you currently make per year.

Step 3 – Review the estimated amount you will need at retirement and the amount of existing savings needed to reach this goal in conjunction with the suggested minimum contribution percentages listed in the last column. If you have more existing savings, then you could consider the lower part of the contribution range. If your savings is less, then you should consider at least the highest contribution percentage shown.

INVESTMENT INFORMATION

Now that you have reviewed the basics of investing and what type of investor you are, it's time to learn about the investment options available in your plan to create your asset allocation. This portion of the kit provides information on each investment option offered as well as a summary of the investment performance of all funds.





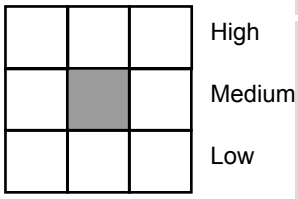
JPMorgan Core Bond A

Fund Overview as of 12/31/2014

Management Company
JPMorgan
Jpmorgan Trust II
245 Park Avenue
New York, NY 10167
800-480-4111

Ticker	**PGBOX**
Expense Ratio	**0.75%**
Month End NAV (12/31/2014)	**$11.76**
Sub-Advisor	**None**
Fund Manager	**Team**
Fund Manager Tenure	**15.85 Yr(s)**
Inception Date	**05/01/1992**
Asset Type	**Taxable Bond**
Share Class Assets	**26,326.1 Million**
# of Securities	**4342**
Avg 12 Month Turnover	**15.00%**
Redemption Fees	**n/a**

Asset Classification
Intermediate-Term



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	1.52%	5.04%	5.04%	2.59%	4.38%	4.78%	6.17%
Morningstar Cat*	1.11%	5.18%	5.18%	3.38%	4.78%	4.41%	---
Category Rank	26%	62%	62%	75%	67%	38%	

* Morningstar Intermediate-Term Bond Average

The performance information contained herein represents past performance. Past performance does not guarantee future results. The investment return and principal value of an investment will fluctuate so that your investment, when redeemed, may be worth more or less than their performance data quoted. Current performance may be higher or lower than the performance shown here. The most recent month-end performance information for the Fund may be obtained by contacting the mutual fund company at 800-480-4111.

Calendar Year Performance as of 12/31/2014

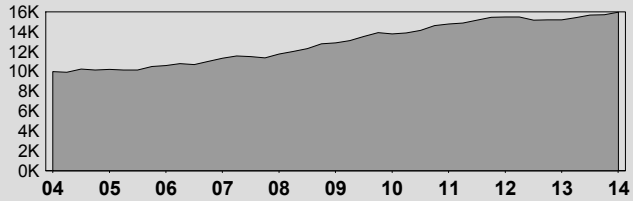
	2009	2010	2011	2012	2013
JPMorgan Core Bond A	9.52%	7.06%	7.18%	4.82%	-1.92%

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SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks to maximize total return by investing primarily in a diversified portfolio of intermediate- and long-term debt securities. The fund is designed to maximize total return by investing in a portfolio of investment grade intermediate- and long-term debt securities. As part of its main investment strategy, it may principally invest in corporate bonds, US treasury obligations and other US government and agency securities, and asset-backed, mortgage-related and mortgage-backed securities.

Growth of $10,000 Investment as of 12/31/2014



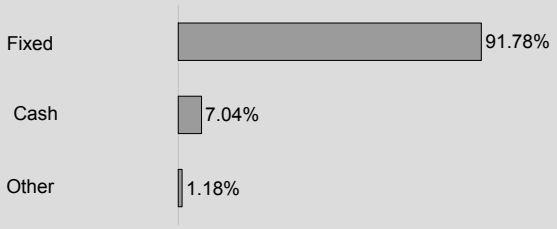
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 11/30/2014

Holding Name	Percent of TNA
U S Treas Sec Stripped Int Pmt	**1.12%**
U S Treas Sec Stripped Int Pmt	**1.08%**
US Treasury Note 3.125%	**0.75%**
Resolution Fdg Fed Bk Prin Stp	**0.74%**
U S Treas Sec Stripped Int Pmt	**0.72%**
US Treasury Note 3.25%	**0.72%**
U S Treas Sec Stripped Int Pmt	**0.66%**
U S Treas Sec Stripped Int Pmt	**0.65%**
U S Treas Sec Stripped Int Pmt	**0.62%**
U S Treas Sec Stripped Int Pmt	**0.56%**
Percent of Assets in Top Holdings	**7.62%**

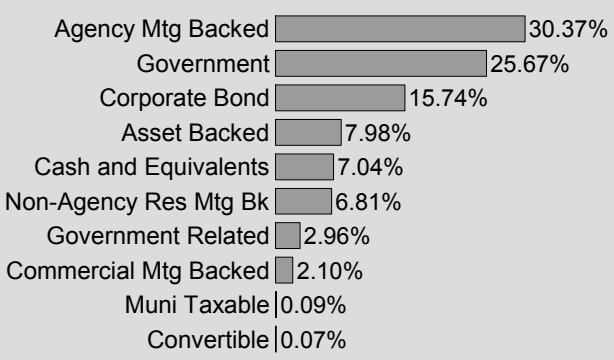
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 11/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top Sectors By Percent** as of 11/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

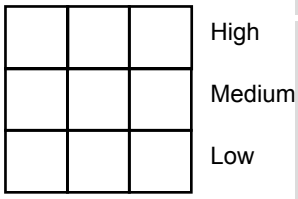
PIMCO High Yield A

Fund Overview as of 12/31/2014

Management Company
PIMCO
PIMCO Investments LLC distributor
1633 Broadway
New York, NY 10019
888-877-4626

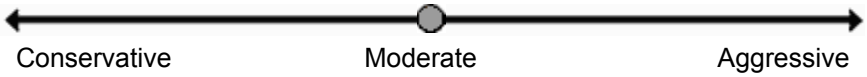
Ticker	**PHDAX**
Expense Ratio	**0.90%**
Month End NAV (12/31/2014)	**$9.14**
Sub-Advisor	**None**
Fund Manager	**Andrew Jessop**
Fund Manager Tenure	**4.98 Yr(s)**
Inception Date	**01/13/1997**
Asset Type	**Taxable Bond**
Share Class Assets	**10,361.3 Million**
# of Securities	**766**
Avg 12 Month Turnover	**25.00%**
Redemption Fees	**n/a**

Asset Classification
High Yield Bond



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	0.33%	2.95%	2.95%	7.40%	7.88%	6.47%	6.60%
Morningstar Cat*	-1.56%	1.11%	1.11%	7.41%	7.86%	6.31%	---
Category Rank	11%	15%	15%	54%	52%	45%	

* Morningstar High Yield Bond Average

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Calendar Year Performance as of 12/31/2014

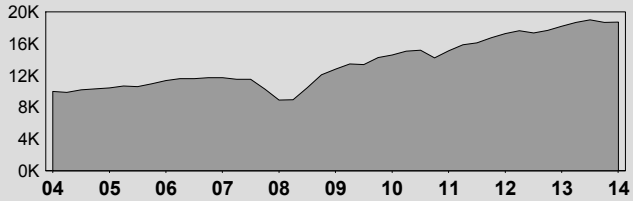
	2009	2010	2011	2012	2013
PIMCO High Yield A	43.56%	13.84%	3.64%	14.15%	5.40%

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SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks maximum total return, consistent with preservation of capital and prudent investment management. The fund invests at least 80% of its assets in a diversified portfolio of high yield securities ("junk bonds"), which may be represented by forwards or derivatives. It may invest up to 20% of its total assets in securities rated Caa or below by Moody's, or equivalently rated by S&P or Fitch, or, if unrated, determined by PIMCO to be of comparable quality. The fund may invest, without limitation, in derivative instruments.

Growth of $10,000 Investment as of 12/31/2014



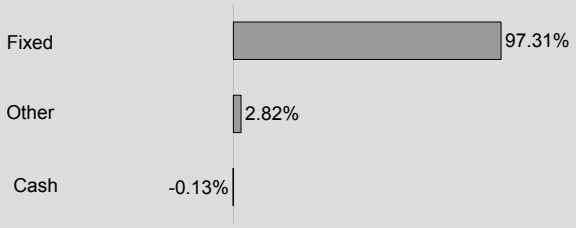
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 09/30/2014

Holding Name	Percent of TNA
Cdx Hy22 5y Ice	**2.20%**
Cdx Hy20 5y Ice	**1.48%**
Renaissance Acquisition 144A 6.875%	**0.70%**
Cdx Hy19 5y Cme	**0.69%**
Hca 7.5%	**0.67%**
Crimson Merger Sub / Ortho-C 144A 6.625%	**0.62%**
Cit Grp 5%	**0.61%**
Biomet 6.5%	**0.54%**
Hca 5.875%	**0.49%**
Hd Sply 7.5%	**0.48%**
Percent of Assets in Top Holdings	**8.48%**

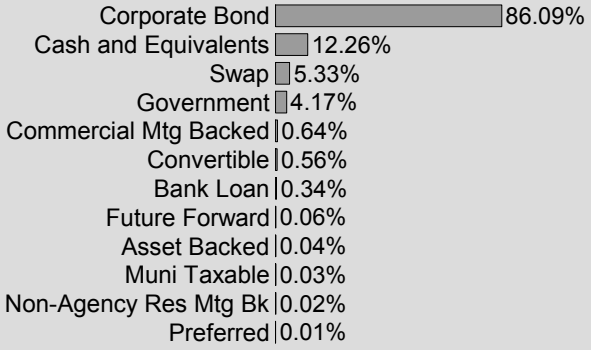
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 09/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top Sectors By Percent** as of 09/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

American Funds Income Fund of Amer A

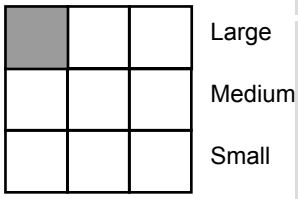
Fund Overview as of 12/31/2014

Management Company

American Funds
The Income Fund of America, Inc.
One Market, Steuart Tower, Suite 1800
San Francisco, CA 94105-1409
800-421-4225

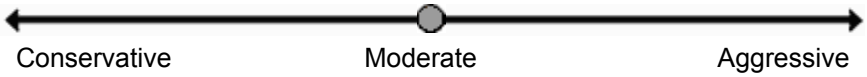
Ticker	**AMECX**
Expense Ratio	**0.57%**
Month End NAV (12/31/2014)	**$21.58**
Sub-Advisor	**None**
Fund Manager	**Team**
Fund Manager Tenure	**15.09 Yr(s)**
Inception Date	**11/30/1973**
Asset Type	**Allocation**
Share Class Assets	**96,679.1 Million**
# of Securities	**1595**
Avg 12 Month Turnover	**47.00%**
Redemption Fees	**n/a**

Asset Classification
Moderate Allocation



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	1.97%	8.39%	8.39%	12.80%	11.15%	6.85%	11.36%
Morningstar Cat*	1.87%	6.21%	6.21%	11.72%	9.43%	5.93%	---
Category Rank	53%	25%	25%	32%	13%	16%	

* Morningstar Moderate Allocation Average

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Calendar Year Performance as of 12/31/2014

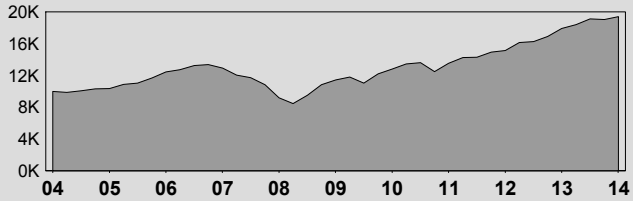
	2009	2010	2011	2012	2013
American Funds Income Fund of Amer A	24.51%	11.97%	5.58%	11.95%	18.26%

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SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks to provide investors with current income while secondarily striving for capital growth. Normally the fund invests primarily in income-producing securities. These include equity securities, such as dividend-paying common stocks, and debt securities, such as interest-paying bonds. Generally at least 60% of the fund's assets will be invested in common stocks and other equity-type securities. The fund may also invest up to 25% of its assets in equity securities of issuers domiciled outside the United States, including issuers in developing countries.

Growth of $10,000 Investment as of 12/31/2014



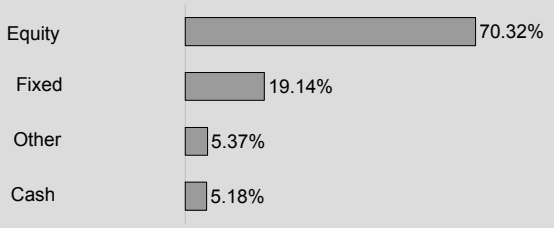
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 09/30/2014

Holding Name	Percent of TNA
Merck & Co Inc	**3.27%**
Microsoft Corp	**3.11%**
General Electric Co	**2.13%**
Verizon Communications Inc	**1.85%**
Pfizer Inc	**1.83%**
Bristol-Myers Squibb Company	**1.79%**
E I du Pont de Nemours & Company	**1.68%**
PepsiCo Inc	**1.51%**
Cisco Systems Inc	**1.44%**
Procter & Gamble Co	**1.40%**
Percent of Assets in Top Holdings	**20.01%**

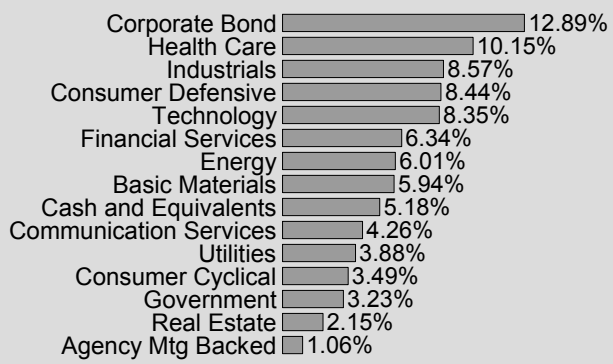
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 09/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top 15 Sectors By Percent** as of 09/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

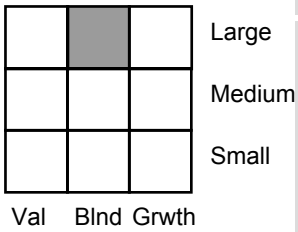
JPMorgan Equity Index A

Fund Overview as of 12/31/2014

Management Company
JPMorgan
Jpmorgan Trust II
245 Park Avenue
New York, NY 10167
800-480-4111

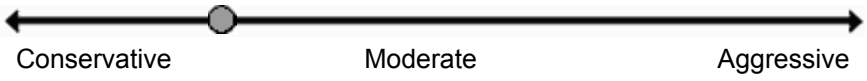
Ticker	**OGEAX**
Expense Ratio	**0.45%**
Month End NAV (12/31/2014)	**$41.02**
Sub-Advisor	**None**
Fund Manager	**Team**
Fund Manager Tenure	**5.59 Yr(s)**
Inception Date	**02/18/1992**
Asset Type	**U.S. Equity**
Share Class Assets	**1,982.4 Million**
# of Securities	**503**
Avg 12 Month Turnover	**5.00%**
Redemption Fees	**n/a**

Asset Classification
Large Blend



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	4.82%	13.12%	13.12%	19.85%	14.93%	7.22%	8.93%
Morningstar Cat*	4.19%	10.96%	10.96%	19.00%	13.88%	7.02%	---
Category Rank	38%	27%	27%	40%	29%	43%	

* Morningstar Large Blend Average

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Calendar Year Performance as of 12/31/2014

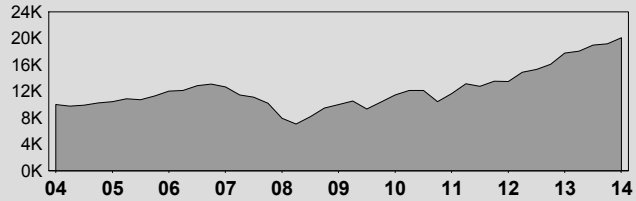
	2009	2010	2011	2012	2013
JPMorgan Equity Index A	26.11%	14.54%	1.69%	15.50%	31.77%

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SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks investment results that correspond to the aggregate price and dividend performance of securities in the Standard & Poor's 500 Composite Stock Price Index (S&P 500 Index). The fund invests in stocks included in the S&P 500 Index and also may invest in stock index futures. The fund's adviser attempts to track the aggregate price and dividend performance of securities in the S&P 500 Index to achieve a correlation of at least 0.95 between the performance of the fund and that of the index without taking into account the fund's expenses.

Growth of $10,000 Investment as of 12/31/2014



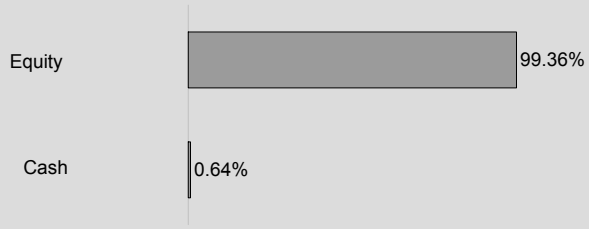
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 11/30/2014

Holding Name	Percent of TNA
Apple Inc	**3.84%**
Microsoft Corp	**2.13%**
Exxon Mobil Corporation	**2.08%**
Johnson & Johnson	**1.65%**
Berkshire Hathaway Inc Class B	**1.46%**
General Electric Co	**1.43%**
Wells Fargo & Co	**1.40%**
Procter & Gamble Co	**1.32%**
JPMorgan Chase & Co	**1.22%**
Verizon Communications Inc	**1.13%**
Percent of Assets in Top Holdings	**17.66%**

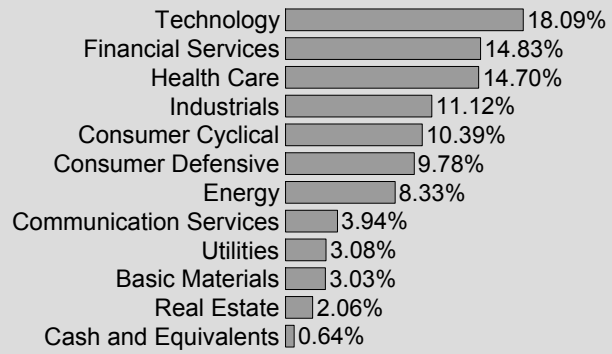
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Asset Allocation as of 11/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top Sectors By Percent** as of 11/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

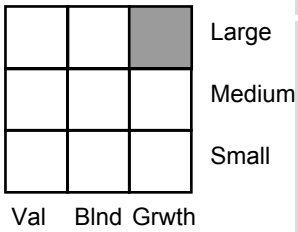
T. Rowe Price Growth Stock R

Fund Overview as of 12/31/2014

Management Company
T. Rowe Price
T. Rowe Price Growth Stock Fund, Inc.
100 East Pratt Street
Baltimore, MD 21202
800-638-8790

Ticker	**RRGSX**
Expense Ratio	**1.19%**
Month End NAV (12/31/2014)	**$50.16**
Sub-Advisor	**None**
Fund Manager	**Joseph Fath**
Fund Manager Tenure	**0.96 Yr(s)**
Inception Date	**09/30/2002**
Asset Type	**U.S. Equity**
Share Class Assets	**44,155.0 Million**
# of Securities	**106**
Avg 12 Month Turnover	**34.70%**
Redemption Fees	**n/a**

Asset Classification
Large Growth

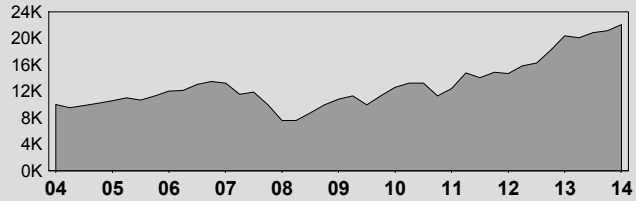


MorningStar ®
Style Box ™

Investment Policy

The investment seeks long-term capital growth through investments in stocks. The fund will normally invest at least 80% of its net assets (including any borrowings for investment purposes) in the common stocks of a diversified group of growth companies. It generally seeks investments in stocks of large-capitalization companies. While most assets will typically be invested in US common stocks, the fund may invest in foreign stocks in keeping with the fund's objectives.

Growth of $10,000 Investment as of 12/31/2014



Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 09/30/2014

Holding Name	Percent of TNA
Amazon.com Inc	**3.89%**
Priceline Group Inc	**3.14%**
Gilead Sciences Inc	**3.09%**
Google Inc Class A	**3.08%**
Google Inc	**3.07%**
Visa Inc Class A	**2.76%**
Biogen Idec Inc	**2.15%**
Crown Castle International Corp	**2.12%**
McKesson Corp	**2.10%**
MasterCard Inc Class A	**2.09%**
Percent of Assets in Top Holdings	**27.49%**

Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Investment Risk



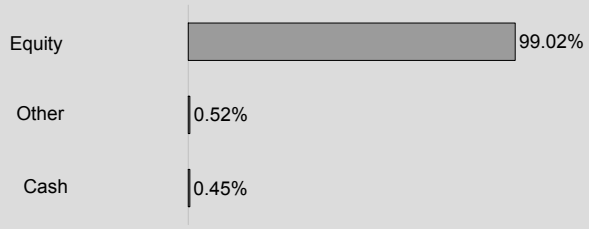
Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	4.18%	8.27%	8.27%	21.07%	15.26%	8.23%	10.55%
Morningstar Cat*	4.42%	10.00%	10.00%	19.41%	14.09%	7.68%	---
Category Rank	59%	72%	72%	23%	25%	32%	

* Morningstar Large Growth Average

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Asset Allocation as of 09/30/2014



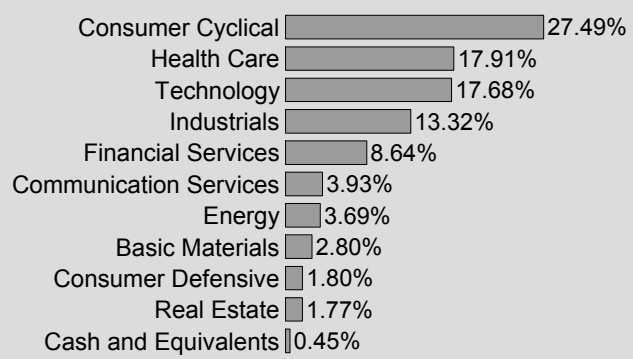
Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Calendar Year Performance as of 12/31/2014

	2009	2010	2011	2012	2013
T. Rowe Price Growth Stock R	42.61%	16.34%	-1.46%	18.34%	38.50%

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SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Top Sectors By Percent** as of 09/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

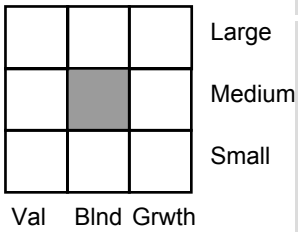
JHancock Disciplined Value Mid Cap A

Fund Overview as of 12/31/2014

Management Company
John Hancock
John Hancock Funds
601 Congress Street
Boston, MA 02210
800-225-5291

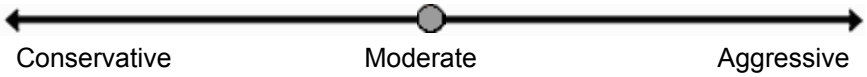
Ticker	**JVMAX**
Expense Ratio	**1.18%**
Month End NAV (12/31/2014)	**$19.34**
Sub-Advisor	**Robeco Investment Management,**
Fund Manager	**Team**
Fund Manager Tenure	**9.10 Yr(s)**
Inception Date	**06/02/1997**
Asset Type	**U.S. Equity**
Share Class Assets	**9,889.7 Million**
# of Securities	**134**
Avg 12 Month Turnover	**39.00%**
Redemption Fees	**n/a**

Asset Classification
Mid-Cap Value



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	8.04%	12.95%	12.95%	22.89%	18.01%	11.37%	10.32%
Morningstar Cat*	4.88%	9.31%	9.31%	19.93%	15.05%	8.09%	---
Category Rank	6%	18%	18%	9%	4%	1%	

* Morningstar Mid-Cap Value Average

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Calendar Year Performance as of 12/31/2014

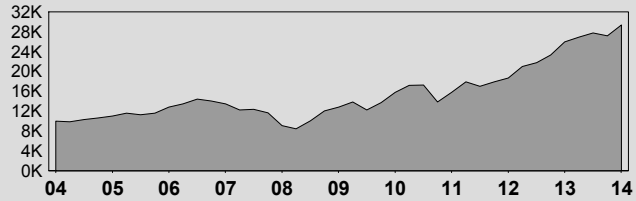
	2009	2010	2011	2012	2013
JHancock Disciplined Value Mid Cap A	40.78%	22.96%	0.32%	18.08%	39.14%

You should consider the investment objectives, risks, charges and expenses of the Fund carefully before investing. This and other information is contained in the Fund's Prospectus, which can be obtained by contacting the mutual fund company at 800-225-5291. You should read the Prospectus carefully before choosing a Fund.
SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks long-term growth of capital with current income as a secondary objective. Under normal circumstances, the fund seeks to achieve its investment objectives by investing at least 80% of its net assets (including borrowings for investment purposes) in a diversified portfolio consisting primarily of equity securities, such as common stocks, of issuers with medium market capitalizations, and identified by the subadvisor as having value characteristics. It may also invest up to 20% of its total assets in foreign currency-denominated securities.

Growth of $10,000 Investment as of 12/31/2014



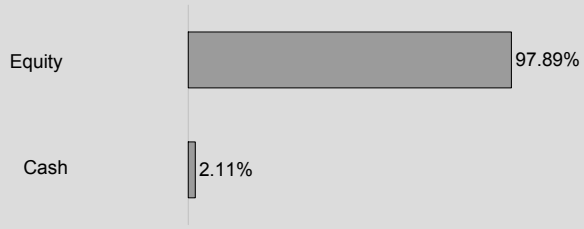
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 10/31/2014

Holding Name	Percent of TNA
TD Ameritrade Holding Corp	**2.09%**
Robert Half International Inc	**1.80%**
Lear Corp	**1.72%**
Western Digital Corp	**1.62%**
Graphic Packaging Holding Co	**1.52%**
Marsh & McLennan Companies Inc	**1.52%**
Equity Residential	**1.49%**
Macy's Inc	**1.40%**
Boston Properties Inc	**1.39%**
Crown Holdings Inc	**1.37%**
Percent of Assets in Top Holdings	**15.92%**

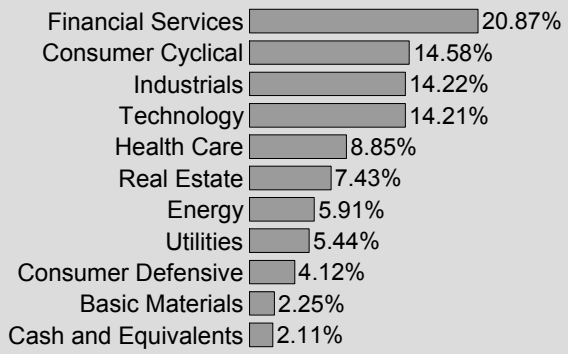
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 10/31/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top Sectors By Percent** as of 10/31/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

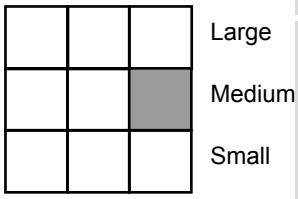
Columbia Acorn A

Fund Overview as of 12/31/2014

Management Company
Columbia
Columbia Acorn Trust
227 W Monroe Ste 3000
Chicago, IL 60606
800-345-6611

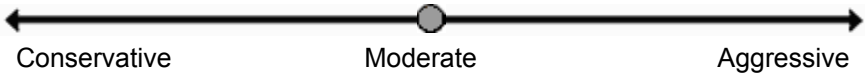
Ticker	**LACAX**
Expense Ratio	**1.08%**
Month End NAV (12/31/2014)	**$30.30**
Sub-Advisor	**None**
Fund Manager	**Team**
Fund Manager Tenure	**6.01 Yr(s)**
Inception Date	**10/13/2000**
Asset Type	**U.S. Equity**
Share Class Assets	**16,051.2 Million**
# of Securities	**287**
Avg 12 Month Turnover	**18.00%**
Redemption Fees	**n/a**

Asset Classification
Mid-Cap Growth



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	3.83%	0.55%	0.55%	15.57%	13.02%	8.08%	9.69%
Morningstar Cat*	5.15%	7.00%	7.00%	18.21%	14.76%	8.29%	---
Category Rank	78%	92%	92%	86%	82%	58%	

* Morningstar Mid-Cap Growth Average

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Calendar Year Performance as of 12/31/2014

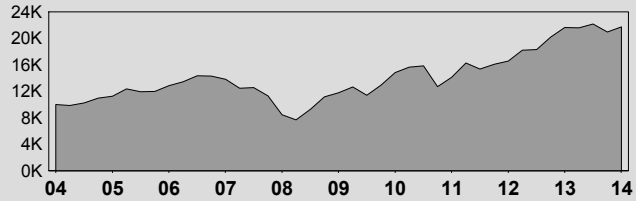
	2009	2010	2011	2012	2013
Columbia Acorn A	39.26%	25.61%	-4.91%	17.62%	30.53%

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SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks long-term capital appreciation. Under normal circumstances, the fund invests a majority of its net assets in the common stock of small- and mid-sized companies with market capitalizations under $5 billion at the time of initial investment. It invests the majority of its assets in U.S. companies, but also may invest up to 33% of its total assets in foreign companies in developed markets (for example, Japan, Canada and the United Kingdom) and in emerging markets (for example, China, India and Brazil).

Growth of $10,000 Investment as of 12/31/2014



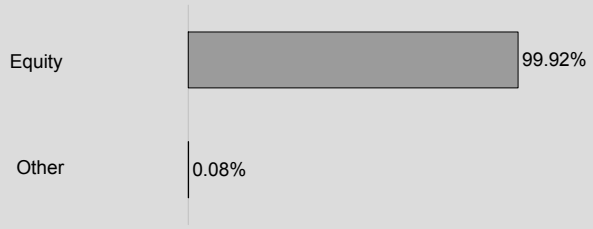
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 11/30/2014

Holding Name	Percent of TNA
Ametek Inc	**2.36%**
Mettler-Toledo International Inc	**2.24%**
Donaldson Co Inc	**1.96%**
Cepheid	**1.92%**
Amphenol Corp Class A	**1.90%**
SEI Investments Company	**1.74%**
Nordson Corp	**1.59%**
Avis Budget Group Inc	**1.44%**
SBA Communications Corp	**1.31%**
Ansys Inc	**1.25%**
Percent of Assets in Top Holdings	**17.71%**

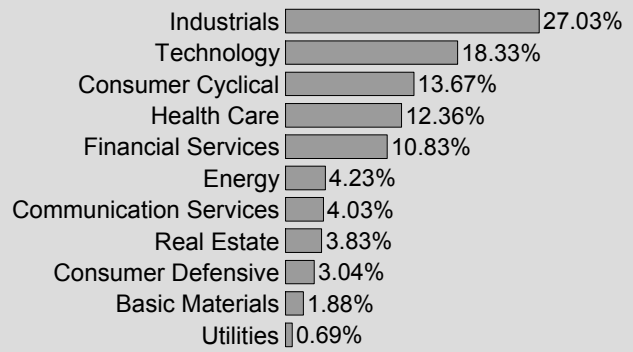
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 11/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top Sectors By Percent** as of 11/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

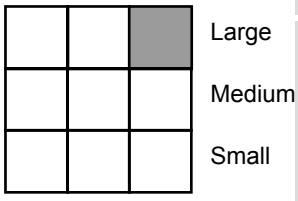
Franklin Flex Cap Growth A

Fund Overview as of 12/31/2014

Management Company
Franklin Templeton Investments
Franklin Strategic Series
One Franklin Parkway
San Mateo, CA 94403-1906
800-632-2301

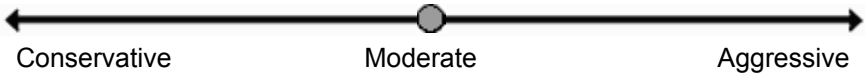
Ticker	**FKCGX**
Expense Ratio	**0.97%**
Month End NAV (12/31/2014)	**$49.52**
Sub-Advisor	**None**
Fund Manager	**Team**
Fund Manager Tenure	**12.62 Yr(s)**
Inception Date	**10/30/1991**
Asset Type	**U.S. Equity**
Share Class Assets	**3,498.6 Million**
# of Securities	**146**
Avg 12 Month Turnover	**41.08%**
Redemption Fees	**n/a**

Asset Classification
Large Growth



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	3.71%	6.24%	6.24%	16.89%	12.26%	7.11%	11.37%
Morningstar Cat*	4.42%	10.00%	10.00%	19.41%	14.09%	7.68%	---
Category Rank	69%	87%	87%	87%	83%	67%	

* Morningstar Large Growth Average

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Calendar Year Performance as of 12/31/2014

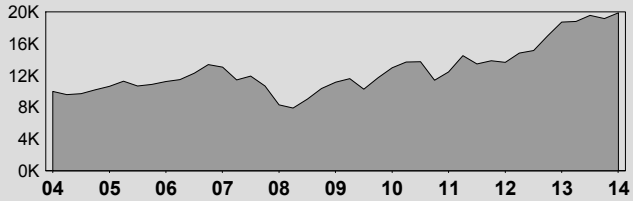
	2009	2010	2011	2012	2013
Franklin Flex Cap Growth A	34.19%	16.28%	-4.02%	9.60%	37.17%

You should consider the investment objectives, risks, charges and expenses of the Fund carefully before investing. This and other information is contained in the Fund's Prospectus, which can be obtained by contacting the mutual fund company at 800-632-2301. You should read the Prospectus carefully before choosing a Fund.
SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks capital appreciation. The fund invests predominantly in equity securities of companies that the investment manager believes have the potential for capital appreciation. The equity securities in which the fund invests are predominantly common stock. It has the flexibility to invest in companies located, headquartered, or operating inside and outside the United States, across the entire market capitalization spectrum from small, emerging growth companies to well-established, large-cap companies.

Growth of $10,000 Investment as of 12/31/2014



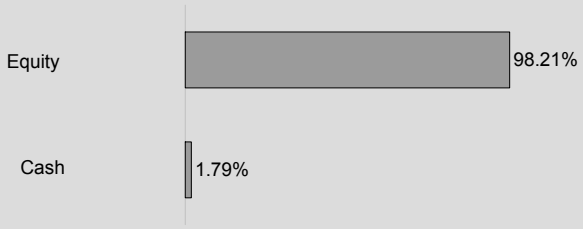
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 09/30/2014

Holding Name	Percent of TNA
Google Inc Class A	**3.06%**
Apple Inc	**2.85%**
Actavis PLC	**2.51%**
Ecolab Inc	**1.79%**
MasterCard Inc Class A	**1.76%**
Facebook Inc Class A	**1.65%**
Cytec Industries Inc	**1.60%**
Celgene Corp	**1.55%**
Visa Inc Class A	**1.52%**
Amazon.com Inc	**1.49%**
Percent of Assets in Top Holdings	**19.78%**

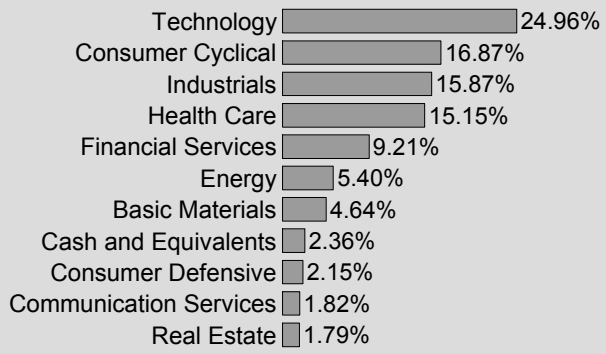
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Asset Allocation as of 09/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top Sectors By Percent** as of 09/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

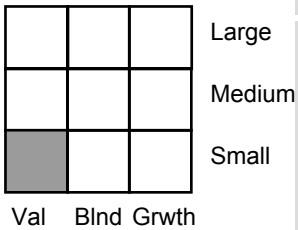
AllianzGI NFJ Small-Cap Value A

Fund Overview as of 12/31/2014

Management Company
Allianz Funds
Allianz Funds
1345 Avenue of the Americas
New York, NY 10105
800-988-8380

Ticker	**PCVAX**
Expense Ratio	**1.18%**
Month End NAV (12/31/2014)	**$25.74**
Sub-Advisor	**NFJ Investment Group LLC - Dal**
Fund Manager	**Team**
Fund Manager Tenure	**12.59 Yr(s)**
Inception Date	**01/20/1997**
Asset Type	**U.S. Equity**
Share Class Assets	**6,879.1 Million**
# of Securities	**140**
Avg 12 Month Turnover	**29.00%**
Redemption Fees	**n/a**

Asset Classification
Small Value



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	1.53%	1.60%	1.60%	13.82%	13.46%	9.06%	10.75%
Morningstar Cat*	6.35%	3.34%	3.34%	17.72%	13.97%	7.40%	---
Category Rank	93%	77%	77%	92%	67%	9%	

* Morningstar Small Value Average

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Calendar Year Performance as of 12/31/2014

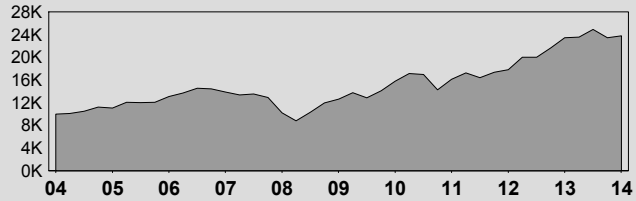
	2009	2010	2011	2012	2013
AllianzGI NFJ Small-Cap Value A	23.94%	24.89%	2.11%	10.33%	31.55%

You should consider the investment objectives, risks, charges and expenses of the Fund carefully before investing. This and other information is contained in the Fund's Prospectus, which can be obtained by contacting the mutual fund company at 800-988-8380. You should read the Prospectus carefully before choosing a Fund.
SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks long-term growth of capital and income. The fund normally invests at least 80% of its net assets (plus borrowings made for investment purposes) in common stocks and other equity securities of companies with smaller market capitalizations. The managers currently consider smaller market capitalization companies to be companies with market capitalizations of between $100 million and $4 billion. The fund normally invests significantly in securities of companies that the portfolio managers expect will generate income (for example, by paying dividends).

Growth of $10,000 Investment as of 12/31/2014



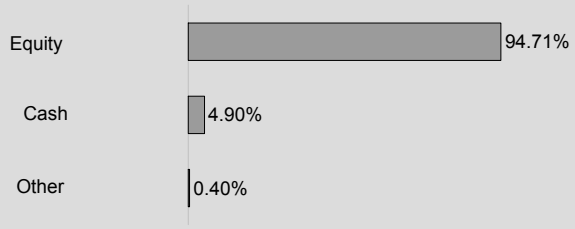
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 11/30/2014

Holding Name	Percent of TNA
Ingredion Inc	**1.48%**
World Fuel Services Corp	**1.47%**
Belden Inc	**1.37%**
Western Refining Inc	**1.30%**
Teleflex Inc	**1.24%**
Royal Gold Inc	**1.23%**
Valmont Industries Inc	**1.21%**
Meredith Corp	**1.20%**
Commercial Metals Co	**1.19%**
Bristow Group Inc	**1.18%**
Percent of Assets in Top Holdings	**12.87%**

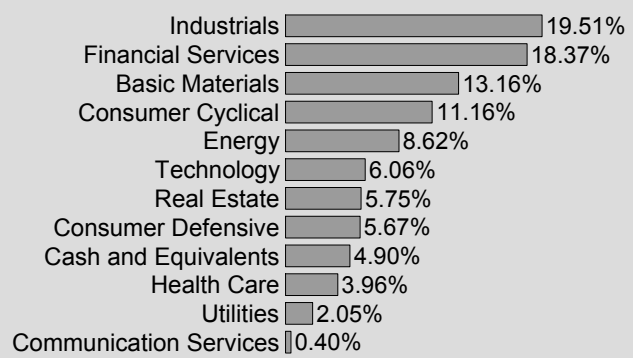
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Asset Allocation as of 11/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top Sectors By Percent** as of 11/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

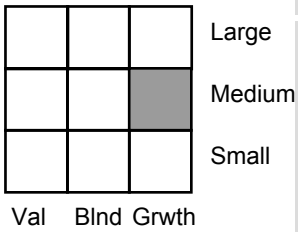
Columbia Seligman Comms & Info A

Fund Overview as of 12/31/2014

Management Company
Columbia
Columbia Funds Series Trust II
225 FRANKLIN STREET
BOSTON, MA 02110
800-345-6611

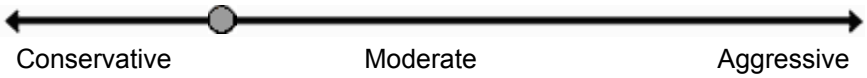
Ticker	**SLMCX**
Expense Ratio	**1.36%**
Month End NAV (12/31/2014)	**$55.73**
Sub-Advisor	**None**
Fund Manager	**Team**
Fund Manager Tenure	**7.66 Yr(s)**
Inception Date	**06/23/1983**
Asset Type	**Sector Equity**
Share Class Assets	**3,810.7 Million**
# of Securities	**65**
Avg 12 Month Turnover	**48.00%**
Redemption Fees	**n/a**

Asset Classification
Technology



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	7.20%	26.09%	26.09%	18.67%	12.88%	10.83%	13.32%
Morningstar Cat*	4.52%	12.55%	12.55%	19.69%	13.59%	8.51%	---
Category Rank	17%	7%	7%	59%	63%	14%	

* Morningstar Technology Average

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Calendar Year Performance as of 12/31/2014

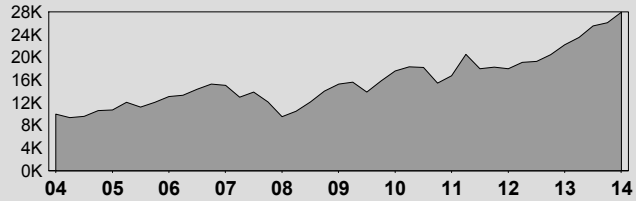
	2009	2010	2011	2012	2013
Columbia Seligman Comms & Info A	59.92%	15.29%	-4.86%	7.46%	23.32%

You should consider the investment objectives, risks, charges and expenses of the Fund carefully before investing. This and other information is contained in the Fund's Prospectus, which can be obtained by contacting the mutual fund company at 800-345-6611. You should read the Prospectus carefully before choosing a Fund.
SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks capital appreciation. Under normal market conditions, the fund will invest at least 80% of its net assets (including the amount of any borrowings for investment purposes) in securities of companies operating in the communications, information and related industries. Accordingly, it invests in companies operating in the information technology and telecommunications sectors as well as those in the media industry. The fund may invest up to 25% of its net assets in foreign investments. It is non-diversified.

Growth of $10,000 Investment as of 12/31/2014



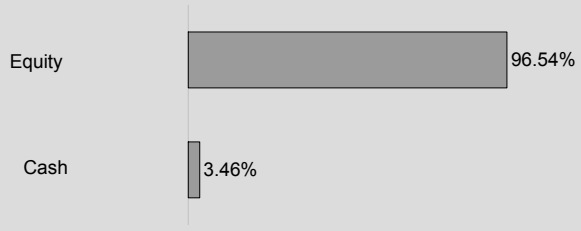
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 11/30/2014

Holding Name	Percent of TNA
Lam Research Corp	**9.04%**
Synopsys Inc	**9.00%**
Teradyne Inc	**5.91%**
Apple Inc	**5.11%**
Broadcom Corp	**4.65%**
Synaptics Inc	**4.35%**
Skyworks Solutions Inc	**4.18%**
Marvell Technology Group Ltd	**3.97%**
Check Point Software Technologies Ltd	**3.81%**
NetApp Inc	**3.01%**
Percent of Assets in Top Holdings	**53.03%**

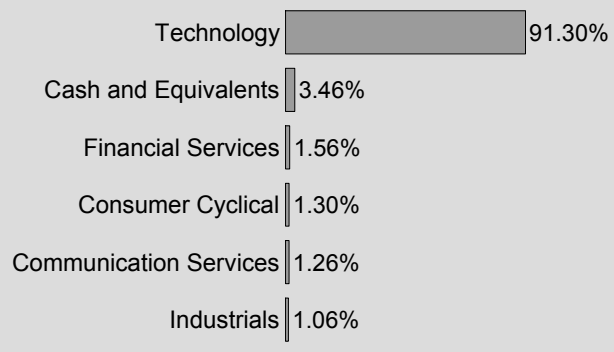
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 11/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top Sectors By Percent** as of 11/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

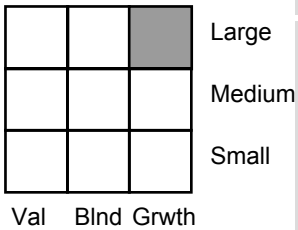
Oppenheimer Global A

Fund Overview as of 12/31/2014

Management Company
OppenheimerFunds
Oppenheimer Global Fund
6803 South Tucson Way
Centennial, CO 80112-3924
800-225-5677

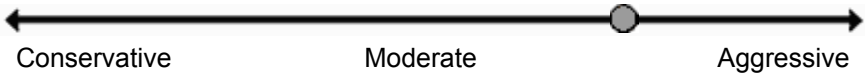
Ticker	**OPPAX**
Expense Ratio	**1.13%**
Month End NAV (12/31/2014)	**$76.02**
Sub-Advisor	**OppenheimerFunds, Inc.**
Fund Manager	**Rajeev Bhaman**
Fund Manager Tenure	**10.42 Yr(s)**
Inception Date	**12/22/1969**
Asset Type	**International Equity**
Share Class Assets	**9,943.0 Million**
# of Securities	**90**
Avg 12 Month Turnover	**11.00%**
Redemption Fees	**n/a**

Asset Classification
World Stock



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	-0.25%	2.06%	2.06%	16.04%	10.54%	6.73%	11.52%
Morningstar Cat*	0.52%	2.79%	2.79%	14.11%	9.54%	6.21%	---
Category Rank	71%	57%	57%	26%	34%	40%	

* Morningstar World Stock Average

The performance information contained herein represents past performance. Past performance does not guarantee future results. The investment return and principal value of an investment will fluctuate so that your investment, when redeemed, may be worth more or less than their performance data quoted. Current performance may be higher or lower than the performance shown here. The most recent month-end performance information for the Fund may be obtained by contacting the mutual fund company at 800-225-5677.

Calendar Year Performance as of 12/31/2014

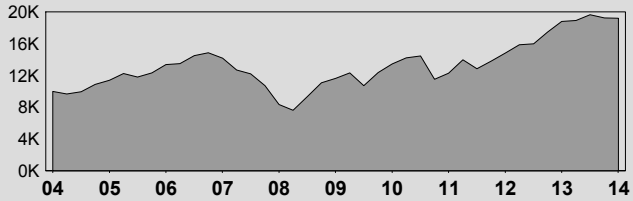
	2009	2010	2011	2012	2013
Oppenheimer Global A	39.20%	15.68%	-8.69%	20.75%	26.77%

You should consider the investment objectives, risks, charges and expenses of the Fund carefully before investing. This and other information is contained in the Fund's Prospectus, which can be obtained by contacting the mutual fund company at 800-225-5677. You should read the Prospectus carefully before choosing a Fund.
SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks capital appreciation. The fund invests mainly in common stock of US and foreign companies. It can invest without limit in foreign securities and can invest in any country, including countries with developing or emerging markets. However, the fund currently emphasizes its investments in developed markets such as the United States, Western European countries and Japan. It does not limit its investments to companies in a particular capitalization range, but primarily invests in mid- and large-cap companies.

Growth of $10,000 Investment as of 12/31/2014



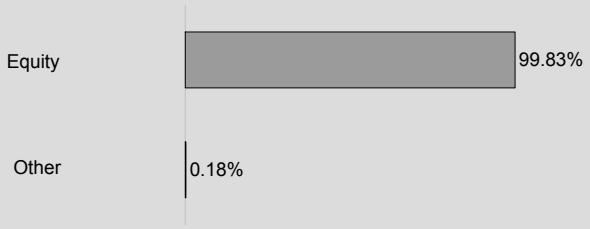
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 11/30/2014

Holding Name	Percent of TNA
LM Ericsson Telephone Company Class B	**2.61%**
McGraw Hill Financial Inc	**2.54%**
Walt Disney Co	**2.33%**
eBay Inc	**2.14%**
Citigroup Inc	**2.04%**
Colgate-Palmolive Co	**1.98%**
Prudential PLC	**1.87%**
Murata Mfg Co Ltd	**1.87%**
Bayerische Motoren Werke AG BMW	**1.85%**
LVMH Moet Hennessy Louis Vuitton SA	**1.85%**
Percent of Assets in Top Holdings	**21.08%**

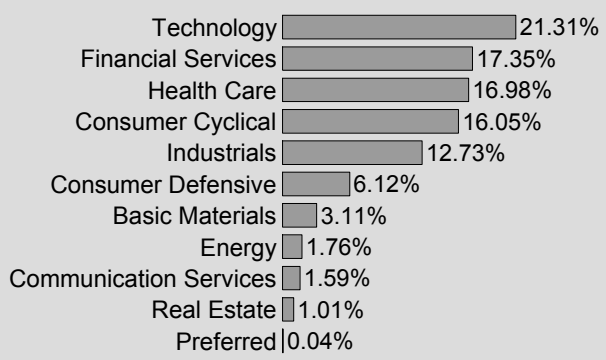
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 11/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top Sectors By Percent** as of 11/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

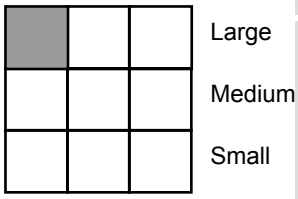
Pioneer Equity Income A

Fund Overview as of 12/31/2014

Management Company
Pioneer Investments
Pioneer Equity Income Fund
60 State Street
Boston, MA 76155
800-225-6292

Ticker	**PEQIX**
Expense Ratio	**1.13%**
Month End NAV (12/31/2014)	**$34.36**
Sub-Advisor	**None**
Fund Manager	**Team**
Fund Manager Tenure	**18.73 Yr(s)**
Inception Date	**07/25/1990**
Asset Type	**U.S. Equity**
Share Class Assets	**1,527.1 Million**
# of Securities	**109**
Avg 12 Month Turnover	**29.00%**
Redemption Fees	**n/a**

Asset Classification
Large Value



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	7.45%	12.82%	12.82%	16.88%	15.15%	7.43%	9.84%
Morningstar Cat*	3.59%	10.21%	10.21%	18.33%	13.45%	6.65%	---
Category Rank	2%	16%	16%	76%	13%	27%	

* Morningstar Large Value Average

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Calendar Year Performance as of 12/31/2014

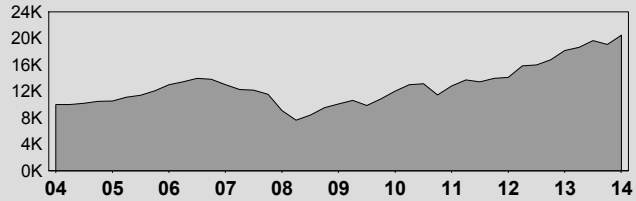
	2009	2010	2011	2012	2013
Pioneer Equity Income A	11.08%	19.16%	6.40%	9.79%	28.89%

You should consider the investment objectives, risks, charges and expenses of the Fund carefully before investing. This and other information is contained in the Fund's Prospectus, which can be obtained by contacting the mutual fund company at 800-225-6292. You should read the Prospectus carefully before choosing a Fund.
SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks current income and long-term growth of capital from a portfolio consisting primarily of income producing equity securities of US corporations. Normally, the fund invests at least 80% of its total assets in income producing equity securities of US issuers. The income producing equity securities in which the fund may invest include common stocks, preferred stocks, exchange-traded funds (ETFs) that invest primarily in equity securities and equity interests in real estate investment trusts (REITs).

Growth of $10,000 Investment as of 12/31/2014



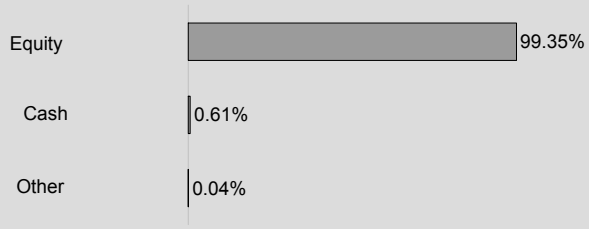
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 11/30/2014

Holding Name	Percent of TNA
Valspar Corp	**3.95%**
Gorman-Rupp Co	**2.81%**
Chubb Corp	**2.27%**
Wells Fargo & Co	**2.23%**
U.S. Bancorp	**2.20%**
Becton Dickinson & Co	**2.16%**
Mondelez International Inc Class A	**1.98%**
Merck & Co Inc	**1.98%**
Cedar Fair LP	**1.91%**
Alliant Energy Corp	**1.83%**
Percent of Assets in Top Holdings	**23.32%**

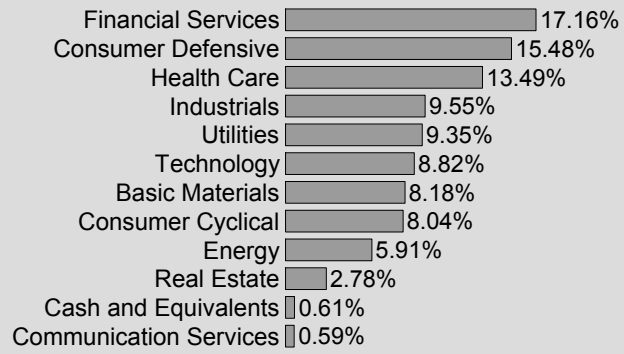
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 11/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top Sectors By Percent** as of 11/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

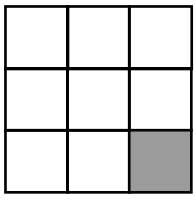
Oak Ridge Small Cap Growth A

Fund Overview as of 12/31/2014

Management Company
Oak Ridge Funds
Pioneer Series Trust I
60 State St
Boston, MA 80203
855-551-5521

Ticker	**ORIGX**
Expense Ratio	**1.38%**
Month End NAV (12/31/2014)	**$38.23**
Sub-Advisor	**None**
Fund Manager	**Team**
Fund Manager Tenure	**21.01 Yr(s)**
Inception Date	**01/03/1994**
Asset Type	**U.S. Equity**
Share Class Assets	**2,208.8 Million**
# of Securities	**60**
Avg 12 Month Turnover	**24.00%**
Redemption Fees	**n/a**

Asset Classification
Small Growth



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	6.68%	3.91%	3.91%	16.88%	15.74%	8.70%	10.57%
Morningstar Cat*	8.00%	2.44%	2.44%	18.07%	15.53%	8.05%	---
Category Rank	73%	37%	37%	68%	46%	32%	

* Morningstar Small Growth Average

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Calendar Year Performance as of 12/31/2014

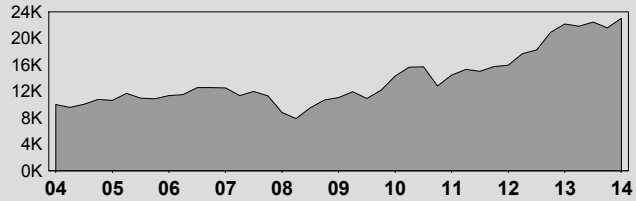
	2009	2010	2011	2012	2013
Oak Ridge Small Cap Growth A	26.08%	28.91%	0.92%	10.56%	38.99%

You should consider the investment objectives, risks, charges and expenses of the Fund carefully before investing. This and other information is contained in the Fund's Prospectus, which can be obtained by contacting the mutual fund company at 855-551-5521. You should read the Prospectus carefully before choosing a Fund.
SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks capital appreciation. The fund invests at least 80% of its net assets (plus borrowings for investment purposes) in equity securities of small capitalization companies. It may invest up to 20% of its total assets in equity securities of non-U.S. issuers. The fund will not invest more than 10% of its total assets in the securities of emerging markets issuers.

Growth of $10,000 Investment as of 12/31/2014



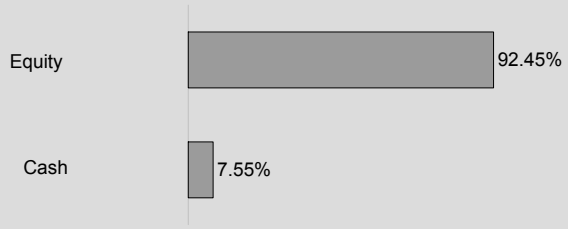
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 09/30/2014

Holding Name	Percent of TNA
Akorn Inc	**5.70%**
Mallinckrodt PLC	**3.23%**
WEX Inc	**3.21%**
The Middleby Corp	**3.05%**
EPAM Systems Inc	**2.73%**
Portfolio Recovery Associates Inc	**2.62%**
Synchronoss Technologies Inc	**2.48%**
MWI Veterinary Supply Inc	**2.37%**
Colfax Corp	**2.26%**
A O Smith Corp	**2.22%**
Percent of Assets in Top Holdings	**29.87%**

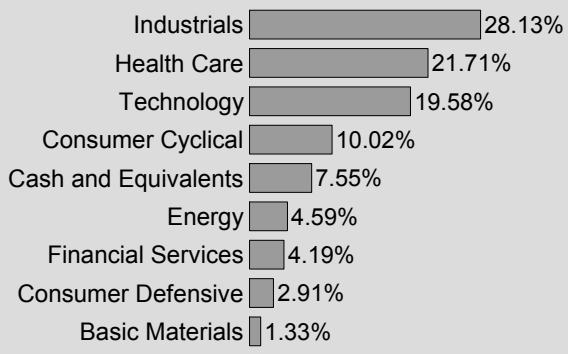
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 09/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top Sectors By Percent** as of 09/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

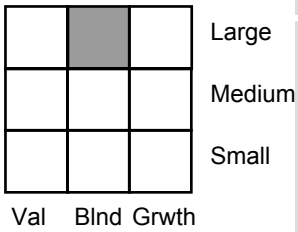
JPMorgan SmartRetirement® Income A

Fund Overview as of 12/31/2014

Management Company
JPMorgan
JPMorgan Trust I
1111 Polaris Parkway, Ste. 2-j
Columbus, OH 43240
800-480-4111

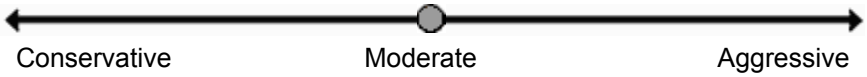
Ticker	**JSRAX**
Expense Ratio	**0.78%**
Month End NAV (12/31/2014)	**$17.53**
Sub-Advisor	**None**
Fund Manager	**Team**
Fund Manager Tenure	**5.56 Yr(s)**
Inception Date	**05/15/2006**
Asset Type	**Allocation**
Share Class Assets	**1,818.2 Million**
# of Securities	**27**
Avg 12 Month Turnover	**11.00%**
Redemption Fees	**n/a**

Asset Classification
Retirement Income



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	1.71%	4.94%	4.94%	7.50%	6.85%	n/a	5.28%
Morningstar Cat*	1.22%	4.36%	4.36%	7.17%	6.53%	4.03%	---
Category Rank	20%	34%	34%	39%	39%	n/a	

* Morningstar Retirement Income Average

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Calendar Year Performance as of 12/31/2014

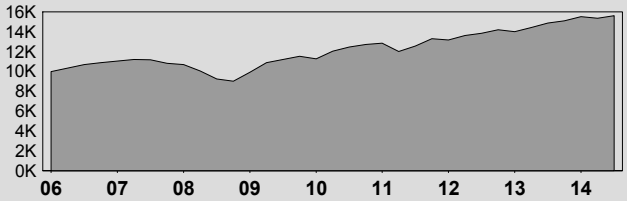
	2009	2010	2011	2012	2013
JPMorgan SmartRetirement® Income A	21.08%	11.14%	0.90%	9.99%	7.62%

You should consider the investment objectives, risks, charges and expenses of the Fund carefully before investing. This and other information is contained in the Fund's Prospectus, which can be obtained by contacting the mutual fund company at 800-480-4111. You should read the Prospectus carefully before choosing a Fund.
SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks current income and some capital appreciation. The fund is a "fund of funds" that invests in other J.P. Morgan Funds (underlying funds), and is generally intended for investors who are retired or about to retire soon. It is designed to provide exposure to a variety of asset classes through investments in underlying funds, with an emphasis on fixed income funds over equity funds and other funds.

Growth of $10,000 Investment as of 12/31/2014



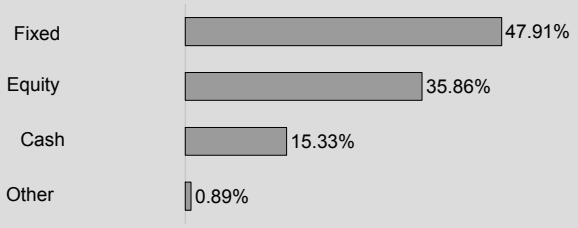
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 11/30/2014

Holding Name	Percent of TNA
JPMorgan Core Bond R6	**29.32%**
JPMorgan Disciplined Equity R6	**11.33%**
JPMorgan High Yield R6	**6.18%**
JPMorgan Inflation Managed Bond R6	**4.64%**
JPMorgan Corporate Bond R6	**3.99%**
JPMorgan Value Advantage Instl	**2.89%**
JPMorgan Growth Advantage R6	**2.83%**
JPMorgan Realty Income R5	**2.75%**
JPMorgan Emerging Markets Debt R6	**2.53%**
JPMorgan Intrepid International Inst	**2.49%**
Percent of Assets in Top Holdings	**68.95%**

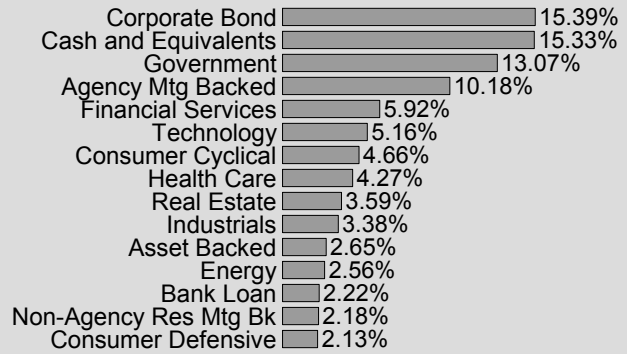
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 11/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top 15 Sectors By Percent** as of 11/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

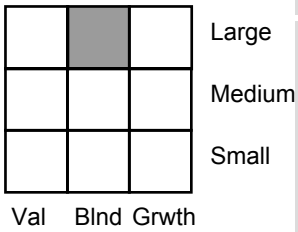
JPMorgan SmartRetirement® 2020 A

Fund Overview as of 12/31/2014

Management Company
JPMorgan
JPMorgan Trust I
1111 Polaris Parkway, Ste. 2-j
Columbus, OH 43240
800-480-4111

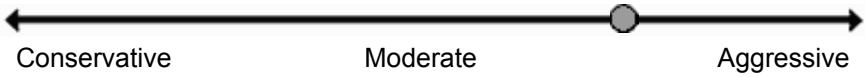
Ticker	**JTTAX**
Expense Ratio	**0.86%**
Month End NAV (12/31/2014)	**$18.31**
Sub-Advisor	**None**
Fund Manager	**Team**
Fund Manager Tenure	**5.56 Yr(s)**
Inception Date	**05/15/2006**
Asset Type	**Allocation**
Share Class Assets	**4,962.7 Million**
# of Securities	**27**
Avg 12 Month Turnover	**9.00%**
Redemption Fees	**n/a**

Asset Classification
Target Date 2016-2020



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	2.66%	6.69%	6.69%	11.41%	9.45%	n/a	6.04%
Morningstar Cat*	1.41%	4.72%	4.72%	9.20%	7.91%	4.72%	---
Category Rank	2%	3%	3%	19%	11%	n/a	

* Morningstar Target Date 2016-2020 Average

The performance information contained herein represents past performance. Past performance does not guarantee future results. The investment return and principal value of an investment will fluctuate so that your investment, when redeemed, may be worth more or less than their performance data quoted. Current performance may be higher or lower than the performance shown here. The most recent month-end performance information for the Fund may be obtained by contacting the mutual fund company at 800-480-4111.

Calendar Year Performance as of 12/31/2014

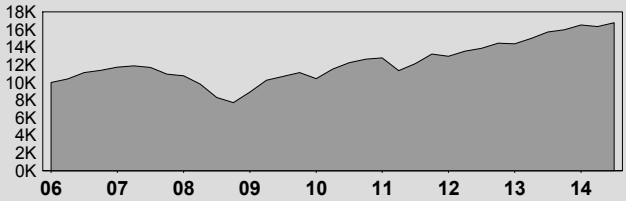
	2009	2010	2011	2012	2013
JPMorgan SmartRetirement® 2020 A	28.95%	14.73%	-1.00%	14.28%	13.43%

You should consider the investment objectives, risks, charges and expenses of the Fund carefully before investing. This and other information is contained in the Fund's Prospectus, which can be obtained by contacting the mutual fund company at 800-480-4111. You should read the Prospectus carefully before choosing a Fund.
SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks high total return with a shift to current income and some capital appreciation over time as the fund approaches and passes the target retirement date. The fund is a "fund of funds" that invests in other J.P. Morgan Funds (underlying funds), and is generally intended for investors expecting to retire around the year 2020 (target retirement date). It is designed to provide exposure to a variety of asset classes through investments in underlying funds, and over time the fund's asset allocation strategy will change.

Growth of $10,000 Investment as of 12/31/2014



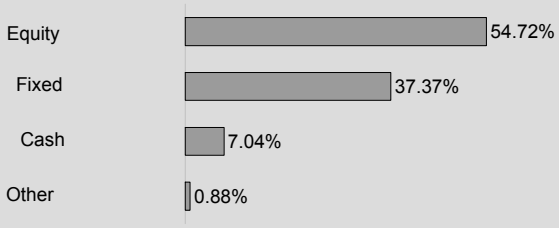
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 11/30/2014

Holding Name	Percent of TNA
JPMorgan Core Bond R6	**26.84%**
JPMorgan Disciplined Equity R6	**11.80%**
JPMorgan High Yield R6	**5.16%**
JPMorgan Growth Advantage R6	**4.84%**
JPMorgan Intrepid America R5	**4.83%**
JPMorgan Value Advantage Instl	**4.68%**
JPMorgan Realty Income R5	**4.41%**
JPMorgan US Equity R6	**4.23%**
JPMorgan Intrepid International Inst	**4.03%**
JPMorgan International Equity R6	**4.02%**
Percent of Assets in Top Holdings	**74.84%**

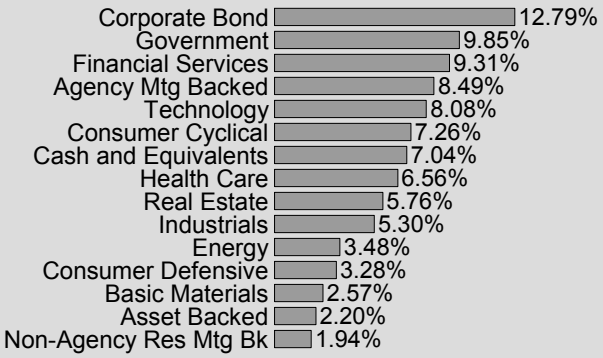
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 11/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top 15 Sectors By Percent** as of 11/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

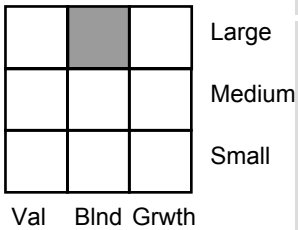
JPMorgan SmartRetirement® 2030 A

Fund Overview as of 12/31/2014

Management Company
JPMorgan
JPMorgan Trust I
1111 Polaris Parkway, Ste. 2-j
Columbus, OH 43240
800-480-4111

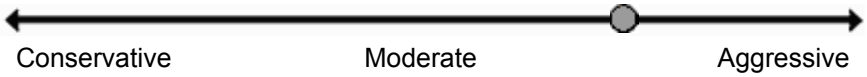
Ticker	**JSMAX**
Expense Ratio	**0.91%**
Month End NAV (12/31/2014)	**$19.07**
Sub-Advisor	**None**
Fund Manager	**Team**
Fund Manager Tenure	**5.56 Yr(s)**
Inception Date	**05/15/2006**
Asset Type	**Allocation**
Share Class Assets	**4,816.4 Million**
# of Securities	**22**
Avg 12 Month Turnover	**10.00%**
Redemption Fees	**n/a**

Asset Classification
Target Date 2026-2030



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	3.34%	7.43%	7.43%	14.54%	10.85%	n/a	6.50%
Morningstar Cat*	1.69%	5.04%	5.04%	11.54%	9.12%	5.10%	---
Category Rank	2%	3%	3%	7%	9%	n/a	

* Morningstar Target Date 2026-2030 Average

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Calendar Year Performance as of 12/31/2014

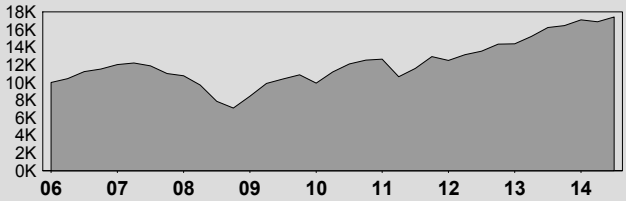
	2009	2010	2011	2012	2013
JPMorgan SmartRetirement® 2030 A	32.45%	16.25%	-4.20%	16.88%	19.68%

You should consider the investment objectives, risks, charges and expenses of the Fund carefully before investing. This and other information is contained in the Fund's Prospectus, which can be obtained by contacting the mutual fund company at 800-480-4111. You should read the Prospectus carefully before choosing a Fund.
SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks high total return with a shift to current income and some capital appreciation over time as the fund approaches and passes the target retirement date. The fund is a "fund of funds" that invests in other J.P. Morgan Funds (underlying funds), and is generally intended for investors expecting to retire around the year 2030 (target retirement date). It is designed to provide exposure to a variety of asset classes through investments in underlying funds, and over time the fund's asset allocation strategy will change.

Growth of $10,000 Investment as of 12/31/2014



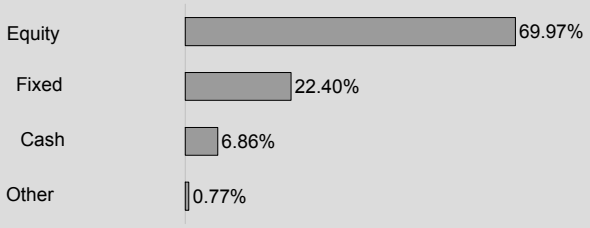
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 11/30/2014

Holding Name	Percent of TNA
JPMorgan Core Bond R6	**14.46%**
JPMorgan Disciplined Equity R6	**13.19%**
JPMorgan Growth Advantage R6	**6.37%**
JPMorgan Intrepid America R5	**6.34%**
JPMorgan Value Advantage Instl	**6.24%**
JPMorgan US Equity R6	**5.93%**
JPMorgan Intrepid International Inst	**5.33%**
JPMorgan International Equity R6	**5.31%**
JPMorgan Realty Income R5	**5.25%**
JPMorgan High Yield R6	**5.21%**
Percent of Assets in Top Holdings	**73.63%**

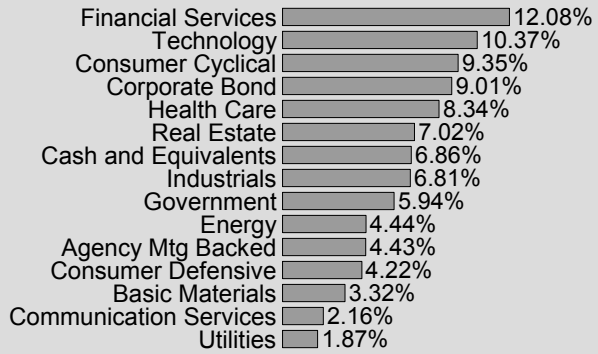
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 11/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top 15 Sectors By Percent** as of 11/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

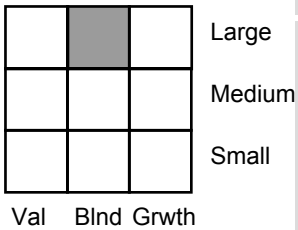
JPMorgan SmartRetirement® 2040 A

Fund Overview as of 12/31/2014

Management Company
JPMorgan
JPMorgan Trust I
1111 Polaris Parkway, Ste. 2-j
Columbus, OH 43240
800-480-4111

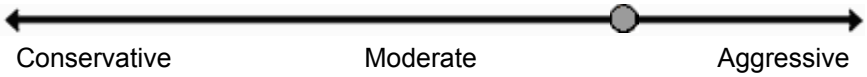
Ticker	**SMTAX**
Expense Ratio	**0.94%**
Month End NAV (12/31/2014)	**$19.56**
Sub-Advisor	**None**
Fund Manager	**Team**
Fund Manager Tenure	**5.56 Yr(s)**
Inception Date	**05/15/2006**
Asset Type	**Allocation**
Share Class Assets	**3,400.5 Million**
# of Securities	**22**
Avg 12 Month Turnover	**9.00%**
Redemption Fees	**n/a**

Asset Classification
Target Date 2036-2040



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	3.57%	7.63%	7.63%	15.94%	11.53%	n/a	6.81%
Morningstar Cat*	1.89%	5.25%	5.25%	12.99%	9.83%	5.44%	---
Category Rank	2%	7%	7%	6%	8%	n/a	

* Morningstar Target Date 2036-2040 Average

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Calendar Year Performance as of 12/31/2014

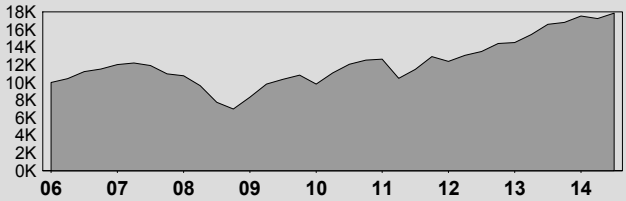
	2009	2010	2011	2012	2013
JPMorgan SmartRetirement® 2040 A	33.33%	16.58%	-5.04%	17.94%	22.77%

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SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks high total return with a shift to current income and some capital appreciation over time as the fund approaches and passes the target retirement date. The fund is a "fund of funds" that invests in other J.P. Morgan Funds (underlying funds), and is generally intended for investors expecting to retire around the year 2040 (target retirement date). It is designed to provide exposure to a variety of asset classes through investments in underlying funds, and over time the fund's asset allocation strategy will change.

Growth of $10,000 Investment as of 12/31/2014



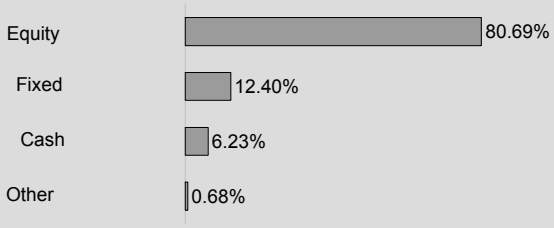
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 11/30/2014

Holding Name	Percent of TNA
JPMorgan Disciplined Equity R6	**14.63%**
JPMorgan Growth Advantage R6	**7.45%**
JPMorgan Intrepid America R5	**7.24%**
JPMorgan Value Advantage Instl	**7.12%**
JPMorgan US Equity R6	**7.10%**
JPMorgan International Equity R6	**6.31%**
JPMorgan Intrepid International Inst	**6.30%**
JPMorgan Realty Income R5	**6.03%**
JPMorgan Intl Opp R6	**5.74%**
JPMorgan Core Bond R6	**5.46%**
Percent of Assets in Top Holdings	**73.38%**

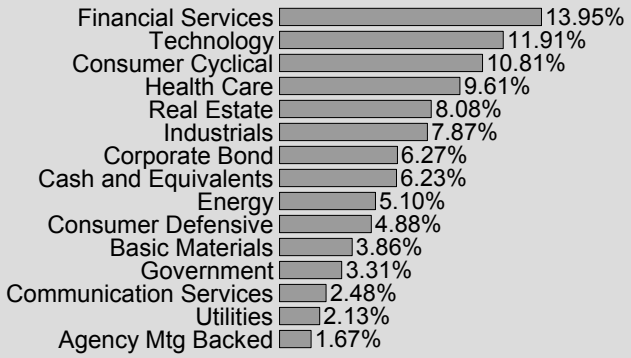
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 11/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top 15 Sectors By Percent** as of 11/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

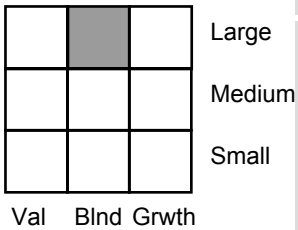
JPMorgan SmartRetirement® 2050 A

Fund Overview as of 12/31/2014

Management Company
JPMorgan
JPMorgan Trust I
1111 Polaris Parkway, Ste. 2-j
Columbus, OH 43240
800-480-4111

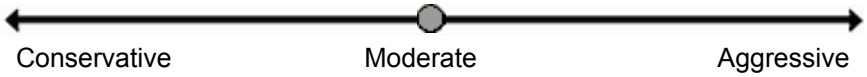
Ticker	**JTSAX**
Expense Ratio	**0.94%**
Month End NAV (12/31/2014)	**$18.48**
Sub-Advisor	**None**
Fund Manager	**Team**
Fund Manager Tenure	**5.07 Yr(s)**
Inception Date	**07/31/2007**
Asset Type	**Allocation**
Share Class Assets	**1,413.9 Million**
# of Securities	**22**
Avg 12 Month Turnover	**8.00%**
Redemption Fees	**n/a**

Asset Classification
Target Date 2046-2050



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	3.59%	7.55%	7.55%	15.93%	11.55%	n/a	6.16%
Morningstar Cat*	1.98%	5.42%	5.42%	13.49%	10.07%	5.83%	---
Category Rank	4%	12%	12%	10%	11%	n/a	

* Morningstar Target Date 2046-2050 Average

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Calendar Year Performance as of 12/31/2014

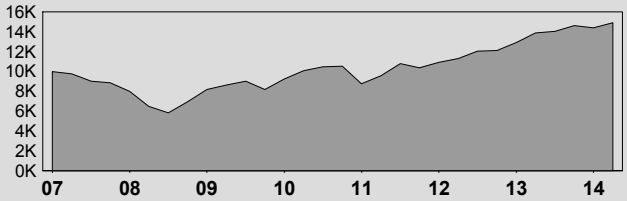
	2009	2010	2011	2012	2013
JPMorgan SmartRetirement® 2050 A	33.42%	16.73%	-5.02%	18.00%	22.76%

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SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks high total return with a shift to current income and some capital appreciation over time as the fund approaches and passes the target retirement date. The fund is a "fund of funds" that invests in other J.P. Morgan Funds (underlying funds), and is generally intended for investors expecting to retire around the year 2050 (target retirement date). It is designed to provide exposure to a variety of asset classes through investments in underlying funds, and over time the fund's asset allocation strategy will change.

Growth of $10,000 Investment as of 12/31/2014



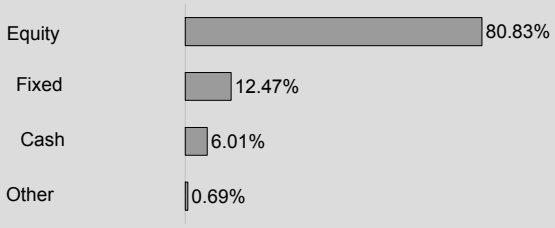
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 11/30/2014

Holding Name	Percent of TNA
JPMorgan Disciplined Equity R6	**14.44%**
JPMorgan Intrepid America R5	**7.42%**
JPMorgan Growth Advantage R6	**7.28%**
JPMorgan Value Advantage Instl	**7.26%**
JPMorgan US Equity R6	**7.14%**
JPMorgan International Equity R6	**6.54%**
JPMorgan Intrepid International Inst	**6.34%**
JPMorgan Realty Income R5	**5.98%**
JPMorgan Intl Opp R6	**5.61%**
JPMorgan Core Bond R6	**5.52%**
Percent of Assets in Top Holdings	**73.53%**

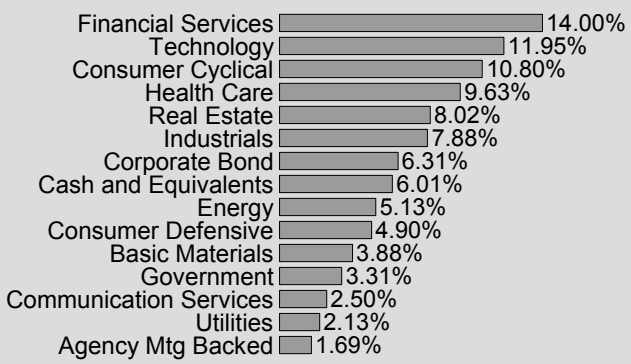
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 11/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top 15 Sectors By Percent** as of 11/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

Mutual Fund Detail Report
Disclosure Statement

This fund fact sheet is provided by Matrix Settlement and Clearing Services, LLC (MSCS) and its affiliate MSCS Financial Services (MSCSFS) member FINRA. Securities services may be offered through MSCSFS, a wholly-owned subsidiary of MSCS. This fund fact sheet is for informational and research purposes only and we do not guarantee the accuracy, timeliness or completeness of the information provided. Data is based on information collected from the investment company, it is updated as of the date shown in the section's title, and will vary over time.

The total return information does not reflect the deduction of the Sales Load that may apply if the Fund shares were purchased outside of the Plan and, if the Sales Load were reflected, performance would be lower.

A market index is an unmanaged portfolio of securities such as stocks and bonds. An index is often used as a comparative benchmark for managed portfolios such as mutual funds. These indices are presented to help you evaluate the performance of the broad market, which they represent, and provide you with an understanding of that market's historic long-term performance, and a broad indication of price movement. Individual investors cannot invest directly in an index. Past performance is not indicative of future results.

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Style Analysis

The Morningstar Style Box reveals a Fund's investment style as of the date noted on this report. For equity funds the vertical axis shows the market capitalization of the stocks owned and the horizontal axis shows investment style (value, blend, or growth).

Risk

Morningstar Risk evaluates a mutual fund's downside volatility relative to that of other funds in its Morningstar Category. It is an assessment of the variations in a fund's monthly returns, with an emphasis on downside variations, in comparison with the mutual funds in its Morningstar Category. In each Morningstar Category, the 10% of funds with the lowest measured risk are described as Low Risk (LOW), the next 22.5% Below Average (-AVG), the middle 35% Average (AVG), the next 22.5% Above Average (+AVG), and the top 10% High (HIGH). Morningstar Risk is measured for up to three time periods (three-, five-, and 10 years). These separate measures are then weighted and averaged to produce an overall measure for the mutual fund. Funds with less than three years of performance history are not rated.

MetLife Stable Value Fund for GAC-25554

Fund Description

The Fund combines the benefits of professional investment management with a guarantee of principal and interest from MetLife. The Stable Value Fund may be appropriate for investors seeking preservation of principal, as well as other investors looking to construct a well-diversified retirement savings program. The Stable Value Fund's objective is to protect principal and offer fixed returns that compare favorably with the yields on intermediate-term fixed income securities. Principal and interest are backed by the financial strength and claims paying ability of Metropolitan Life Insurance Company, one of the world's largest and most respected financial services companies.

Total Returns as of 12/31/2014

	3 mos	YTD	1 Year	3 Years	5 Years	10 Years
Fund	0.42%	1.51%	1.51%	1.65%	2.03%	3.15%
Benchmark**	0.00%	0.01%	0.01%	0.02%	0.02%	1.40%

** Morningstar category avg: Money Market Taxable

Fixed Income Portfolio for Sample Company

Fund Description

The Fixed Income Portfolio for Sample Company represents a pool of mutual funds diversified among a wide range of fixed income sectors. The current investment allocation is: 10% Invesco Convertible Securities A; 5% Dreyfus International Bond A; 5% Pioneer Global High Yield A; 5% JHancock Strategic Income Opps R2; 5% Dreyfus Intermediate Term Income A; 7% JPMorgan Core Plus Bond A; 8% JPMorgan Mortgage-Backed Securities A; 10% Pioneer Bond A; 5% PIMCO Real Return A and 40% Morley Stable Value II.

Total Returns as of 12/31/2014

	3 mos	YTD	1 Year	3 Years	5 Years	10 Years
Fund	0.15%	2.64%	2.64%	3.48%	4.17%	n/a
Benchmark**	0.27%	2.58%	2.58%	3.06%	3.44%	n/a

** Blended category avg: Fixed Income Portfolio for Sample Company

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International Portfolio for Sample Company

Fund Description

The International Portfolio for Sample Company represents a diversified fund of funds portfolio which consists of a wide range of investment styles and market capitalizations in both developed and emerging markets. The current investment allocation is: 20% Invesco International Allocation A; 15% JHancock International Value Equity R2; 15% First Eagle Overseas A; 15% Dreyfus Diversified International A; 10% Third Avenue Value Instl; 10% MFS International New Discovery R3; 10% Goldman Sachs Emerging Markets Equity Insights A and 5% Third Avenue International Value Instl.

Total Returns as of 12/31/2014

	3 mos	YTD	1 Year	3 Years	5 Years	10 Years
Fund	-2.66%	-2.52%	-2.52%	9.58%	5.74%	n/a
Benchmark**	-3.23%	-4.34%	-4.34%	10.42%	5.50%	n/a

** Blended category avg: International Portfolio for Sample Company

The performance information contained herein represents past performance. Past performance does not guarantee future results. The investment return and principal value of an investment will fluctuate so that your investment, when redeemed, may be worth more or less than the performance data quoted. Current performance may be higher or lower than performance shown here. Mutual funds are offered by prospectus. Please read each prospectus carefully before you invest. Investment portfolios are not mutual funds or securities in and of themselves; rather, they are asset allocation portfolios comprised of several complementary investments. Stable value funds are structured either as collective trusts or insurance company separate accounts, but are not mutual funds. You should consider the investment objectives, risks, charges and expenses of an investment carefully before investing. This fact sheet is for information and research purposes only. Information is obtained from reliable sources, it is not guaranteed as to accuracy, timeliness or completeness.

ENROLLING IN THE PLAN

Follow These Three Steps to Enroll:

1. Decide How Much to Save

Consider using the worksheet found earlier in this kit entitled "How much money will you need to save for retirement?" to assist you in determining an appropriate amount to save.

2. Select Your Investments

Create an asset allocation suitable for your retirement savings strategy.

3. Complete the Appropriate Forms in the Back of this Kit

Submit your selections and start saving for your retirement.



You need to complete an enrollment form to provide basic information to join the plan, select the amount to be deducted from your paycheck and give instruction on how to invest your contributions.

You need to complete a beneficiary designation form if you are enrolling for the first time or if you would like to update your existing information.

Please be sure to complete all sections of the applicable forms. Failure to properly complete the forms may result in a processing delay.

SAMPLE COMPANY
RETIREMENT SAVINGS PLAN
ENROLLMENT FORM

Please complete all sections

Part 1 EMPLOYEE INFORMATION

Employee □ame			Social Security □umber
Street □ddress			Date of Employment
City	State	Zip Code	Date of Birth
Daytime Phone □umber	Email address		

Part 2 CONTRIBUTION INFORMATION

Please select one of the following:

☐ I wish to contribute the following amount of my eligible compensation to the Plan on a **pre-tax** basis□ □□□□□□□□ of my payroll period compensation *(in whole percentages)*.

☐ I will be age □□ or older by the end of the year in which this election is effective. I wish to take advantage of the additional catch□up contribution provision permitted under the Plan. I have incorporated my catch□up contributions in my above contribution elections.

☐ I have received information on the Plan, but choose not to participate at this time.

Part 3 INVESTMENT ELECTIONS

I hereby elect to invest my future contributions as follows□(must be in whole percentage increments and total □□□□) ***(NOTE: for initial allocation ONLY. All future investment election changes must be completed through the USICG website at www.usicg.com)***

INVESTMENT OPTION	PERCENTAGE	INVESTMENT OPTION	PERCENTAGE
MetLife Stable Value	%	Oppenheimer Global □	%
JPMorgan Core Bond □	%	Pioneer E□uity Income □	%
PIMCO High Yield □	%	Oak Ridge Small Cap Growth □	%
□merican Funds Income Fund of □merica □	%	JP Morgan SmartRetirement Income □	%
JPMorgan E□uity Index □	%	JP Morgan SmartRetirement □□□□ □	%
T. Rowe Price Growth Stock R	%	JP Morgan SmartRetirement □□3□ □	%
JHancock Disciplined Value Mid Cap □	%	JP Morgan SmartRetirement □□□□ □	%
Columbia □corn □	%	JP Morgan SmartRetirement □□□□ □	%
Franklin Flex Cap Growth □	%	Fixed Income Portfolio	%
□llianzGI □FJ Small Cap Value □	%	International Portfolio	%
Columbia Seligman Communications □ Info □	%	**TOTAL of both columns under Part 3**	**100%**

Part 4 EMPLOYEE'S SIGNATURE

I hereby authorize my Employer to make regular deductions in the amounts indicated. I understand that the re□uested choices will occur as soon as administratively feasible. This authorization will continue in effect until canceled or changed by me on a form prescribed by the Plan □dministrator or until the termination of my employment or the termination of the Plan.

Employee Signature _____ Date _____

□fter completing this re□uest, return it to your designated Human Resource contact for processing at the following address□

Sample Company
Attn: Human Resources
123 Main Street
Glastonbury, CT 06033

Please make a copy of this form for your records

SAMPLE COMPANY
RETIREMENT SAVINGS PLAN
BENEFICIARY DESIGNATION

Please complete all sections and PRI□T legibly

Part 1 EMPLOYEE INFORMATION

Employee □ame				Social Security □umber
Street □ddress				Date Of Employment
City		State	Zip Code	Date of Birth
Daytime Phone □umber	Email □ddress			Company Division or Location

Part 2 BENEFICIARY DESIGNATION

□s a participant in the **Sample Company Retirement Savings Plan** (the □Plan□) you may designate a beneficiary or beneficiaries who will receive a distribution of your benefits upon your death. Please complete this Part □ if you wish to change your current beneficiary designation. If you are married, *and wish to name someone other than your spouse as beneficiary*, your spouse must complete Part 3 below and the consent must be witnessed by a Plan representative or □otary Public. If you wish to designate multiple beneficiaries, please attach a sheet containing the information below for each beneficiary and the designated percentage to each.

Beneficiary □ame□Please PRI□T				Social Security □umber (Re□uired)	
Select one□ Primary Beneficiary ☐ Contingent ☐		Relationship□		Date of Birth (Re□uired)	
Street □ddress	City	State	Zip Code	Re□uired	%
Beneficiary □ame□Please PRI□T				Social Security □umber (Re□uired)	
Select one□ Primary Beneficiary ☐ Contingent ☐		Relationship□		Date of Birth (Re□uired)	
Street □ddress	City	State	Zip Code	Re□uired	%
Beneficiary □ame□Please PRI□T				Social Security □umber (Re□uired)	
Select one□ Primary Beneficiary ☐ Contingent ☐		Relationship□		Date of Birth (Re□uired)	
Street □ddress	City	State	Zip Code	Re□uired	%

The above designation shall supersede any and all prior beneficiary designations.

Participant□s Signature	Date

Part 3 SPOUSAL CONSENT TO BENEFICIARY DESIGNATION

(***TO BE COMPLETED BY PARTICIPANT'S SPOUSE)***

I hereby consent to the designation made by my spouse to have Plan death benefits paid to the above□named beneficiary(ies) specified in Part □. The Plan□s death benefit provisions have been explained to me and I hereby acknowledge that I understand

(□) that the effect of the designation is to cause my spouse□s benefit to be paid to a beneficiary other than me□

(□) that each beneficiary designation is not valid without my consent□and

(3) that my consent is irrevocable unless my spouse (the participant) revokes the beneficiary designation to which I have consented in this Part 3.

Participant□s Spouse	Date
Plan Representative or □otary Public	Date

Notary Seal

□fter completing this re□uest, return it to your designated Employer contact for processing at the following address□

Sample Company
Attn: Human Resources
123 Main Street
Glastonbury, CT 06033

SAMPLE COMPANY
RETIREMENT SAVINGS PLAN
REQUEST FOR DIRECT ROLLOVER

If you wish to have a prior plan account balance directly rolled over in to the **Sample Company Retirement Savings Plan**, please complete this form and forward it to the administrator of the prior plan or arrangement.

Part 1 Prior Plan / Account Information

Company □ame□		Plan □ame or □ccount □umber	
□dministrator or Contact		Phone □umber	
Street □ddress		City	State / Zip Code

Part 2 Former Participant Information

□ame□		Social Security □umber	□ccount □umber (if applicable)
Street □ddress		Date of Hire (if applicable)	Date of Termination (if applicable)
City	State / Zip Code	Daytime Phone □umber	

Part 3 Request for Direct Rollover of Plan Account

□s a former participant under the above□named Plan, I hereby re□uest a direct rollover of my entire vested account balance to the **Sample Company Retirement Savings Plan**.

(□) Please prepare a check in the amount of my vested account balance made payable to□

Sample Company Retirement Savings Plan
f/b/o □ame of participant□

(□) Please forward the above referenced check together with a copy of this form to□

Sample Company
Attn: Human Resources
123 Main Street
Glastonbury, CT 06033

Part 4 Employee Authorization

I hereby authorize the administrator of the above□named prior plan or arrangement to take such actions as are necessary and appropriate in order to effectuate the re□uest for a direct rollover as noted above. If any additional information is re□uired, please contact me at the telephone number listed in Part □ above.

Employee / Former Participant Signature	Date

SAMPLE COMPANY
RETIREMENT SAVINGS PLAN
ROLLOVER CERTIFICATION

Please complete all sections

Part 1 EMPLOYEE INFORMATION

Employee □ame				Social Security □umber
Street □ddress				Date Of Employment
City		State	Zip Code	Date Of Birth
Daytime Phone □umber	Email □ddress			Company Division or Location

Part 2 ROLLOVER ELECTION

I elect to roll □□□□□□□□□□□□□□□□□□□□□□□□□□□into the Sample Company Retirement Savings Plan (the □Plan□). □ttached is a check for this amount. I understand that□

(□) The Plan is not legally re□uired to accept a rollover.

(□) If the Plan accepts my rollover, once deposited with the Plan, the rollover amount is subject to the rules of the Plan concerning rollover contributions (See your Summary Plan Description for a discussion of these rules).

(3) The amount I roll over may be subject to different tax treatment when it is ultimately distributed from the Plan.

The rules regarding taxation of distributions from your rollover account are complex and vary according to your individual circumstances. You should consult with a tax advisor to determine the tax implications of your rollover.

I hereby re□uest that the funds from my prior plan or IR□ be accepted by the Trustees of the Plan on my behalf, as a rollover contribution as that term is defined in the Plan. I have attached either a form □□□□R, a distribution statement, my last participant statement or a letter from the prior plan in support of my re□uest.

Part 3 INVESTMENT SELECTION

I hereby direct the Trustees of the Plan to invest my rollover contributions in accordance with my current investment elections. If I do not have current investment elections in effect, I hereby direct the Trustees to invest my rollover contributions in the following manner□

MetLife Stable Value	%	Oppenheimer Global □	%
JPMorgan Core Bond □	%	Pioneer E□uity Income □	%
PIMCO High Yield □	%	Oak Ridge Small Cap Growth □	%
□merican Funds Income Fund of □merica □	%	JP Morgan SmartRetirement Income □	%
JPMorgan E□uity Index □	%	JP Morgan SmartRetirement □□□□ □	%
T. Rowe Price Growth Stock R	%	JP Morgan SmartRetirement □□3□ □	%
John Hancock Disciplined Value Mid Cap □	%	JP Morgan SmartRetirement □□□□ □	%
Columbia □corn □	%	JP Morgan SmartRetirement □□□□ □	%
Franklin Flex Cap Growth □	%	Fixed Income Portfolio	%
□llianzGI □FJ Small Cap Value □	%	International Portfolio	%
Columbia Seligman Communications □ Info □	%	**TOTAL of both columns under Part 3**	□□□□

Part 4 EMPLOYEE'S SIGNATURE / EMPLOYER AUTHORIZATION

Employee Signature	Date
Plan □dministrator Signature	Date

□fter completing this re□uest, return it to your designated Employer contact for processing at the following address□

Sample Company
Attn: Human Resources
123 Main Street
Glastonbury, CT 06033



USI®

CONSULTING GROUP

USI Consulting Group
900 South Gay Street, Suite 1796
Knoxville, Tennessee 37902
Tel: 865.523.8353

December 9, 2024

RFQ Number 3608
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

As directed by RFQ Number 3608 for 403(b) Third-Party Administrative Services, we are submitting under separate cover Fees and Expenses.

This letter will authorize the submission of our responses to Fees and Expenses with regard to RFQ Number 3608 for 403(b) Third-Party Administrative Services.

If there are any questions regarding USICG's responses on the enclosed Fees and Expenses, please contact me directly at 865-719-0955 or via e-mail at bob.cross@usi.com.

Sincerely,

USI Consulting Group

Bob Cross, ASA, FCA, MAAA
President, USI Consulting Group Central and Southern Regions

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FEES AND EXPENSES

Daily Recordkeeping and Administration Services, Communication and Education Services	
▪ Fee Assessed to Individual Fund Options	20 bps/year charged to participant accounts pro-rata quarterly (5.00 bps/quarter)*
▪ Fee Assessed to Risk-Based Portfolios	25 bps/year charged to participant accounts pro-rata quarterly (6.25 bps/quarter)*
**Above fees capped at $200 per participant per year (fee cap calculated at start of each year)*	
Administrative Transactions	
▪ Lump Sum Distribution	$60 per transaction charged to Participant
▪ Monthly Installment Distribution	$5 per transaction invoiced to Plan Sponsor
▪ Quarterly Installment Distribution	$15 per transaction invoiced to Plan Sponsor
▪ Annual Installment Distribution	$60 per transaction invoiced to Plan Sponsor
▪ Loan Set-Up	$50 per transaction charged to Participant
▪ Annual Loan Maintenance Fee	None
Investment Advisory Services	Services included and provided by USI Advisors, Inc.
Trusteeship	Service included
Attendance at all Meetings	Service Included
Employee Educational Seminars	Services included
Actuarial Impact Statements	Services included
Review of Communication Materials	Services included
Project Consulting, Regulatory and Compliance Consulting and Other Services**	Where billable, based on time at a blended rate of $350 per hour

***Project Consulting/Regulatory and Compliance Consulting/Other refers to any additional non-core services that Employer may request that USICG perform that are not included in core services. Any applicable fees will be quoted in advance and agreed upon by both parties.*

There are no additional fees. Special project fees will be quoted in advance of any work performed.

As a co-fiduciary, we pay special attention to the services we provide and the amount of revenue we receive. We believe in full disclosure and transparency of fees/revenue. Utilizing institutional mutual fund shares without indirect compensation and assessing fees based on asset balances ensures that the fees received for the provision of services to KCS are transparent and accurate. An annual disclosure statement will be provided by USICG.

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KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

USI Consulting Group 403B Vendor and TPA Contract (RFQ)

Cost to Knox County Schools

No Cost

Description and Type of Funding Source

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17304 **R-25-5-214**

COMMISSION

Meeting Date: 05/19/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with Greenheck Fan Corporation for the creation of a student-run site-based engineering and manufacturing enterprise at Carter High School and receipt of donations as outlined in the Memorandum of Understanding up to $2,000,000.00.
(Schools)

Attachments

Resolution

Contract

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A MEMORANDUM OF UNDERSTANDING WITH GREENHECK FAN CORPORATION FOR THE CREATION OF A STUDENT-RUN SITE-BASED ENGINEERING AND MANUFACTURING ENTERPRISE AT CARTER HIGH SCHOOL AND RECEIPT OF DONATIONS AS OUTLINED IN THE MEMORANDUM OF UNDERSTANDING UP TO $2,000,000.00.

RESOLUTION: **R-25-5-214**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Board of Education d/b/a Knox County Schools ("Knox County Schools") desires to enter into a Memorandum of Understanding ("MOU") with Greenheck Fan Corporation ("Greenheck Group") for the creation of a student-run site-based engineering and manufacturing enterprise at Carter High School; and

WHEREAS, the MOU formalizes the agreement and establishes a framework for collaboration between Knox County Schools and Greenheck Group with respect to the creation of a site-based engineering and manufacturing enterprise at Carter High School; and

WHEREAS, at its regularly scheduled meeting on May 8, 2025, the Knox County Board of Education approved the MOU with Greenheck Group and receipt of donations as outlined in the MOU up to $2,000,000.00.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The MOU with Greenheck Group for the creation of a student-run site-based engineering and manufacturing enterprise at Carter High School is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the MOU with Greenheck Group for the creation of a student-run site-based engineering and manufacturing enterprise at Carter High School shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, the Knox County Commission hereby approves the receipt of donations as outlined in the MOU up to $2,000,000.00.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

MEMORANDUM OF UNDERSTANDING

Between Greenheck Group and
the Knox County Board of Education d/b/a Knox County Schools
for a Site-Based Manufacturing Enterprise

This Memorandum of Understanding (MOU) defines the collaboration between Greenheck Fan Corporation ("Greenheck Group") and the Knox County Board of Education d/b/a Knox County Schools (KCS). This agreement formalizes a shared commitment to create a site-based manufacturing enterprise at Carter High School supported by Greenheck Group.

The site-based manufacturing enterprise is a student-run manufacturing business functioning within an existing high school technology education class structure. This model will enhance Carter High School's existing career-focused approach to learning in the 865 Academies which already allows students to participate in industry and work-based learning, work closely with professionals, and create stronger connections between classroom knowledge and workplace success. The addition of a student run business within the technology education structure will be a further innovation and enhancement of the existing 865 Academies.

The primary purpose of this MOU is to establish a framework for collaboration between Greenheck and Knox County Schools. The overarching objectives of this collaboration are:

- To create a student run site-based engineering and manufacturing enterprise at Carter High School.
- To provide funds focused solely on Carter High School with the plan for the site-based enterprise to be self-sustaining by Year 5.
- To create an ongoing collaboration between Greenheck Group and Carter High School to build opportunities for students to have on-site work experience in fields related to manufacturing, engineering, marketing, communications, business, and management.

This collaboration is intended to be mutually beneficial, leveraging the strengths of both parties to achieve common goals and create positive outcomes for students, educators, and the broader community. Examples may include: creating work-based learning opportunities for students in multiple pathways, creating an onsite student-run business promoting products designed and created by Carter High School students, establishing an education to career pipeline in the Carter community.

1. The collaboration between Greenheck and Knox County Schools will encompass the following areas:

   Start-up Period

Year 1 (Launch with Carter)

	Timing	Budget
Establish program deliverables	Summer 2025	
Fund full-time Work Based Learning Coordinator (1FTE)	Fall 2025 (FY26)	$100K
Fund initial curriculum development	Year 1	$250K
Fund classroom/lab equipment and infrastructure uplifts	Year 1	$1M

Sustainment and Maturity Period

Year 2 (Expand and Stabilize with Carter)

	Timing	Budget
Continue full time coordinator position (1FTE)	Year 2 (FY27)	$100K
Fund classroom lab/equipment infrastructure	Year 2	$250K

Years 3-5 (Self-Sustainment)

	Timing	Budget
Continue full time coordinator position (1FTE)	Years 3-5 (FY28-30)	$300K

This MOU serves as a foundational document for the collaboration, and specific activities and projects will be further defined and outlined in separate agreements or plans as needed.

2. Greenheck Group agrees to the following responsibilities:

- Provide financial start-up resources up to Two Million Dollars ($2,000,000) to allow Carter High School to launch an engineering and manufacturing enterprise
- Without creating any warranties, contribute expertise to the design and systems of the enterprise, but Greenheck Group will not maintain staff on-site nor supervise any Knox County Schools staff or students
- To the extent set forth in this MOU, financially support personnel to be supervised by the Carter High School head principal and designees to support the administrative tasks associated with an interdisciplinary, site-based enterprise (Job description attached)

- Evaluate the workmanship and quality control practices aligned with the standards of the manufacturing industry
- Protect student confidentiality and privacy (personnel will sign agreements) utilizing the same standard of care that it uses to protect its own confidential and proprietary information, but no less than that of a reasonable person acting under applicable law.
- Follow Knox County Schools guidelines for posting student information on social media
- Participate in the Volunteer Background Check process to work with students in the lab/classroom and workplace when working with the supervising KCS teacher.
- Participate in the full FBI background check if working with students without KCS supervising teacher.
- Follow all Knox County Board of Education Policies and Procedures, including but not limited to sponsorships.
- Greenheck Group shall be responsible to effect that its involvement in the collaboration is aligned with its mission and values, and that all its activities in furtherance of this MOU are conducted ethically and professionally.
- All goods, services, advice, designs, knowhow, and expertise provided by Greenheck Group pursuant to this MOU is provided "as is" without any representations or warranties and subject to all patent and latent defects. Furthermore, except as expressly set forth in Section 8 of this MOU, Greenheck Group expressly disclaims any and all representations and warranties in connection with this MOU, its responsibilities under this MOU, its involvement with the undertakings described herein, and its performance in connection with this MOU, including, without limitation, any and all express or implied warranties of merchantability, value, success, accuracy, fitness for a particular purpose, and any representations and warranties arising out of the course and scope of dealings between the parties.

3. Knox County Schools agrees to the following responsibilities:

- Maintain a manufacturing and engineering program at Carter High School so long as the collaboration continues. Should the collaboration end, Knox County Schools will be responsible for continuing the program pursuant to its budgeting and staffing.
- Create a system for onboarding students into a capstone experience in the manufacturing lab and supporting their career paths in welding, engineering, manufacturing, and business management.
- Create systems that lead to a self-sustaining model within five years of implementation
- Introduce the school-based enterprise to underclass students
- Supervise Greenheck and KCS personnel in alignment with the expectations of the agreed upon job description

- Maintain the day-to-day program and enterprise at Carter High School, and supervise the staff and students working in the program and enterprise
- Any and all products produced at Carter High School shall be deemed to be manufactured by Knox County Schools instead of Greenheck
- Knox County Schools is responsible to effect that activities are conducted in accordance with its policies and procedures, and that the well-being of students and staff is prioritized.

4. Term. This MOU will be in effect for a period of five years. The agreement may be terminated by either party with 90 days written notice to the other party, but the agreement will apply until the end of the school year when written termination is received. Termination of this MOU will not affect any obligations or commitments already incurred under specific project agreements or plans.

5. No Compensation for Services. There shall be no compensation due to either party under this Agreement. Notwithstanding the foregoing, KCBOE will provide certain support and resources required herein and as it otherwise determines. KCBOE and UWGK shall be responsible for each party's own costs, expenses, and tax liabilities arising from or related to this Agreement.

6. This MOU may be amended or modified by mutual written consent of both parties. Any amendments or modifications must be signed by authorized representatives of Greenheck Group, and Knox County Schools.

7. Confidentiality. All parties agree to maintain the confidentiality of all information exchanged or disclosed during the collaboration. Confidential information includes, but is not limited to, trademark information, proprietary technologies, research findings, and student records. This obligation will continue after the termination of this MOU. The KCBOE d/b/a Knox County Schools is subject to the Tennessee Public Records Act and confidential information must fall under an exception pursuant to the Act.

   Intellectual property developed or created because of the collaboration will be jointly owned by both parties, with ownership rights and usage rights outlined in separate agreements or plans. Each party retains ownership of its pre-existing intellectual property.

8. Representations and Warranties. KCBOE d/b/a Knox County Schools and Greenheck each represents and warrants to the other as follows:

   a. It is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation with all requisite power and authority to enter into this Agreement.

b. This Agreement constitutes the legal, valid, and binding obligation of the party enforceable in accordance with its terms.

c. No consents or approvals are required from any other person, entity, or governmental authority, other than those whose consent has already been secured, to enter into this Agreement.

d. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, does not conflict with, or contravene the provisions of its organizational documents or any agreement or instrument by which it or its properties are bound or, to its knowledge, any law, rule, regulation, order, or decree to which it or its properties are subject.

9. Notices. All notice, demands, consents, approvals, requests, and communications to any party given hereunder shall be in writing and shall be delivered to such party at the address set forth below, or to such other address as such party may subsequently designate in writing. Any such notice shall be given by personal delivery, registered or certified first-class mail, nationally recognized overnight courier service, or by email with read receipt requested. A Notice sent in compliance with the provisions of this Section shall be deemed given on the date of receipt.

If to KCBOE: Knox County Schools
505 Summer Place
Knoxville, TN 37902
Attn: Dr. Jon Rysewyk, Superintendent
superintendent@knoxschools.org

If to Greenheck:

Greenheck Fan Corporation
1100 Greenheck Drive
Schofield, Wisconsin 54476
Attn: Chief Operations Officer
Scott.Graf@Greenheck.com

With Copy to:

Greenheck Fan Corporation
1100 Greenheck Drive
Schofield, Wisconsin 54476
Attn: Legal Department
Tom.newell@greenheck.com

10. Marketing Communications and Publicity. The parties agree that neither party shall issue any press release or public communication regarding this Agreement without the consent of the other party, except as such publication may be required by law, including but not limited to Tennessee Code Annotated, Section 10-7-503. The parties shall, in good faith, mutually agree on any press release. Notwithstanding the foregoing, Greenheck Group and Knox County Schools shall have the right to use the other party's name for the purpose of identifying the collaboration and the initiative in publications and websites. This Agreement shall not grant any license in or to the other party's trademarks. No public communication shall be made in such a manner as to state or imply that one party's goods or services are endorsed by the other party without prior approvals of both parties. Marketing and communications designed for general public or broad distribution shall be approved by the KCS Communications Director and Greenheck Group's Chief Operations Officer.

11. Insurance. Each party shall maintain its own insurance, or self-insurance, regarding the responsibilities held by each party.

12. Records. Each party shall maintain books and records related to its performance under this Agreement for a period of six years after expiration or termination of the Agreement. Such records shall be subject to audit by each party upon reasonable notice, at the party's expense, as may be required by law.

13. Nondiscrimination. Neither party shall exclude from participation in, deny benefits to, or otherwise subject any person to discrimination in the performance of this Agreement or in the employment practices of the parties based on disability, age, race, color, religion, sex, national origin, or any classification protected by federal or Tennessee law.

Information Sharing. All educational records created, disclosed, or maintained under this Agreement shall comply with the federal Family Educational Rights and Privacy Act and regulations thereunder (20 U.S.C. § 1323g and 34 C.F.R. Part 99) ("FERPA").

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

16. Venue; Waiver of Jury Trial. Each party consents to the jurisdiction of the state courts in Knox County, Tennessee for any action arising out of matters related to this Agreement. EACH OF THE PARTIES HEREBY WAIVES TRIAL BY JURY IN ANY ACTION ARISING OUT OF MATTERS RELATED TO THIS AGREEMENT, WHICH WAIVER IS INFORMED AND VOLUNTARY.

17. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated.

18. Captions. All titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision in this Agreement.

19. Amendment. This Agreement shall be modified or amended only in a writing executed by both parties hereto.

20. Severability. In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein, and other application thereof shall not in any way be affected or impaired thereby.

21. Further Assurances. Each party agrees to execute, acknowledge, deliver, file, record and publish such further instruments and documents, and do all such other acts and things as may be required by law, or as may be reasonably required to carry out the intent and purposes of this Agreement.

22. Relationship of Parties. The relationship contemplated herein is that of independent contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties hereto.

23. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective executors, administrators, legal representatives, heirs, successors, and assigns, and shall inure to the benefit of the parties hereto and, except as otherwise provided herein, their respective executors, administrators, legal representatives, heirs, successors, and assigns.

24. No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

25. Force Majeure. A "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism, Tariffs, or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. Except as set forth in this section, any failure or delay by a party in the performance of its obligations under this Agreement arising from a Force Majeure Event is not a default under this Agreement or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. A party will promptly notify the other of any delay caused by a Force Majeure Event

that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event.

26. Extension Not a Waiver. No delay or omission in the exercise of any power, remedy or right herein provided or otherwise available to a party shall impair or affect the right of such party thereafter to exercise the same. Any extension of time or other indulgence granted to a party hereunder shall not otherwise alter or affect any power, remedy or right of any other party, or the obligations of the party to whom such extension or indulgence is granted.

27. Counterparts. The parties may execute this Agreement in two or more counterparts, each of which shall be deemed to be an original instrument, and such counterparts, together, shall constitute a single agreement. The parties may execute and/or deliver this Agreement in customary electronic format.

28. Effectiveness. This Agreement shall be effective on the date that this Agreement is last signed by all parties which are a signatory hereto.

{Signature pages to follow}

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2024, as reflected in its minutes, and certified by its Chairperson.

_____
BETSY HENDERSON – Signature

Date:_____

BETSY HENDERSON, Board Chair
KNOX COUNTY BOARD OF EDUCATION

DIRECTOR OF SCHOOLS

_____
JON RYSEWYK - Signature

Date:_____

JON RYSEWYK, Superintendent
KNOX COUNTY SCHOOLS
Agrees to the Conditions Herein

KNOX COUNTY GOVERNMENT

_____
GLENN JACOBS – Signature

Date:_____

GLENN JACOBS, Mayor
KNOX COUNTY, TENNESSEE

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 25-229
APPROVED AS TO LEGAL FORM

_____
GARY T. DUPLER – Signature

Date: 4/30/2025

GARY T. DUPLER, Deputy Law Director
KNOX COUNTY LAW DIRECTOR

GREENHECK FAN CORPORATION

_____
AUTHORIZED SIGNATURE

_____
SCOTT GRAF - Signature

Date:_____

SCOTT GRAF, Chief Operations Officer
GREENHECK FAN CORPORATION

Knox County Board of Education

Agenda Item Fiscal Note

Description of the agenda item (include whether this is a school, district, or state initiative) and documentation:

Cost of the Item and documentation:

Description and type of funding source and documentation

RLA-17218 **R-25-5-301**

COMMISSION

Meeting Date: 05/19/2025

Requested By: Allison Rogers, SHERIFF

Department: SHERIFF

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Thoroughbred Aviation Maintenance for the provision of helicopter engine repair and parts.
(Sheriff)

Attachments

Resolution

Thoroughbred Aviation Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH THOROUGHBRED AVIATION MAINTENANCE FOR THE PROVISION OF HELICOPTER ENGINE REPAIR AND PARTS.

RESOLUTION: R-25-5-301

REQUESTED BY: SHERIFF

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County desires to have a contractor provide helicopter engine repair and parts for the Knox County Sheriff's Office; and

WHEREAS, the Knox County Procurement Division conducted a competitive bid process for this purpose and it has been determined that Thoroughbred Aviation Maintenance submitted the bid that is most responsible and responsive and best conforms to the specifications and needs of Knox County; and

WHEREAS, the proposed contract with Thoroughbred Aviation Maintenance is effective for a one (1) year term beginning on August 1, 2025 and ending on July 31, 2026 with four (4) one-year option renewal periods for a total of five (5) years; and

WHEREAS, Thoroughbred Aviation Maintenance has the necessary qualifications to provide the services for Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contract with Thoroughbred Aviation Maintenance for the provision of helicopter engine repair and parts is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contract with Thoroughbred Aviation Maintenance for the provision of helicopter engine repair and parts shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

KNOX COUNTY GOVERNMENT

AND

THOROUGHBRED AVIATION MAINTENANCE

This Contract, made and entered into this ____ day of April, 2025 by and between **Knox County Government** through its governing body and authorized representative, hereinafter referred to as "**County**" and Thoroughbred Aviation Maintenance, hereinafter referred to as **"Contractor."**

Whereas, County requested bids for the Helicopter Engine Repair and Parts for Knox County Government (Invitation for Bid #3642) and;

Whereas, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bidder meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide Knox County Government, as set forth in the Invitation for Bid and at the price quoted for said products and services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Invitation for Bid specifications and the Contractor's response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. **Terms of this Contract.** This Contract commences on 1st day of August, 2025 and ends 31st day July, 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. There are four (4) one-year option renewal periods for a total of five (5) years. Contractor will perform services in a professional, good and workman like manner.

2. **Payment.** County shall pay the amount as agreed upon in Contractor's response to IFB #3642 for Helicopter Engine Repair and Parts pursuant to all payments being subject to the County's review and approval.

3. **Invoicing and reporting requirements.** The Contractor shall invoice the Knox County Government in accordance to the services performed on a monthly basis. The invoice shall show the service performed and the appropriate unit price for that particular service and location of service.

Contractor is hereby cautioned that it can take a minimum of 30 days to process invoices. Invoices shall be mailed in duplicate to the Knox County department that received services, such as:

Knox County Sheriff's Office
400 Main Street, Suite L-149
Knoxville, Tennessee 37902
OR Email to invoices@knoxsheriff.org

4. Termination. County may terminate this Contract with or without cause, upon written notice of not less than thirty days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of County.

Should the Contractor fail to provide Helicopter Engine Repair and Parts detailed herein, County will communicate the problem(s) to the Contractor verbally and keep a written record as to what the problem(s) are and when the contractor was contacted. The Contractor shall have 24 hours to rectify the problems. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event contractor intends to interrupt or discontinue service under this contract, contractor agrees to give Knox County 120 day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this contract.

5. Appropriations. In the event no funds are appropriated by County for Helicopter Engine Repair and Parts in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party.

6. Independent contractor. Contractor shall acknowledge he and his employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Helicopter Engine Repair and Parts, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

10. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance.

11. Right to inspect. County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or individual trait found to be an illegal consideration shall shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such nondiscrimination and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify, defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agent, or employees.

15. Delivery. Contractor shall render the Helicopter Engine Repair and Parts for the Knox County Government in accordance with the Contractor's schedule and coordinated with the Knox County Government or their designee.

Contractor shall not deactivate any monitoring devices without an order from the court or notification from Pre-Trial Release staff.

16. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract:

a. Invitation for Bid
b. Contractor's response to Invitation for Bid #3642

It is agreed that this Contract, represents the entire Contract between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

17. Limitation of Liability. In no event shall Knox County be liable for any indirect, incidental, non-sequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

18. Tax Compliance: Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

Knox County Government

by:_____
Glenn Jacobs
Knox County Mayor

Thoroughbred Aviation Maintenance

by: _____

Title: _____

Contract #: _____

Approved as to legal form:

_____
Knox County Law Director's Office

Date _____

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Helicopter Engine Repair and Parts** as specified herein. Bids must be received by **2:00 p.m.** local time on **March 21, 2025.** Late bids will be neither considered nor returned.

Deliver Bids to:

Bid Number 3642
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name, and the Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Robert Mackey, Senior Buyer, at 865.215.5754. Questions may be emailed to robert.mackey@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained online at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bids.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, file a report online by accessing https://www.knoxcounty.org/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, which presents the product that is in the best interest of Knox County. Knox County reserves the right to award this bid on an item-by-item basis, schedule basis, an all-or-none basis or by a multiple award. Knox County also reserves the right to not award this bid. The evaluation criteria are listed herein.

1.6 **BID DELIVERY:** Knox County requires respondents, when hand delivering submittals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Bids must be in a sealed envelope/box prior to entering the Procurement Division. Procurement Division personnel are not permitted to view the submittal nor assist in placing document in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials for submittals (e.g.: envelopes, boxes, tape).

1.7 **BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions particular to specific brand products are made to establish a required level of quality and functional capabilities and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. Or Equal does not mean the manufacturing process, but rather that the item will perform in the manner needed by the County. It shall be the responsibility of the bidders, including bidders whose product is referenced, to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

1.8 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Knox County Procurement Division
Diane Woods, Business Outreach Administrator
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.9 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.10 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.

1.11 **DESCRIPTIVE LITERATURE:** Vendors may be asked to identify the manufacturer and the specifications to which they are submitting.

1.12 **DUPLICATE COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy. No additional copies are required when submitting electronically.

1.13 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept, and strongly encourages, electronically transmitted bids through the County's online Procurement system. Facsimile and email submission are strictly prohibited. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.

1.14 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and user-friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," and if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in section 1.1 of this document.

1.15 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.16 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.

1.17 **NEW MATERIAL:** Unless specified otherwise in the bid package, the Contractor must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Contractor submission of other than new materials may be cause for the rejection of their bid.

1.18 **NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.19 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via email. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County E-Commerce Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the Knox County E-Commerce Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

1.20 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

1.21 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

1.22 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.

1.23 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids be sent electronically. Bids being submitted on paper shall:

- Be submitted on recycled paper
- Not include pages of unnecessary advertising
- Be made on both sides of each sheet of paper

1.24 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division before **March 7, 2025 at 4:30 PM** local time. These requirements also apply to specifications that are ambiguous.

1.25 **SIGNING OF BIDS: In order to be considered all bids must be signed. Please sign the original in blue ink.** By signing the bid document, the vendor acknowledges and accepts the terms and conditions stated in the bid document. The submission of your electronic bid will be the acknowledgement of signature.

1.26 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.27 **TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.

1.28 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.29 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.30 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

1.31 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.

1.32 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/procurement and click on "Online Vendor Registration." Vendors must be registered with the Procurement Division prior to submitting their bid.

1.33 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications, or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations, or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.3 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring, or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract.

Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defense based on personal jurisdiction, venue, and inconvenient forum.

2.9 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bids, Bid, Award, and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.14 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.15 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, or national origin, or individual trait found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Invitation for Bids, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential, and compensatory damages, and reasonable attorney's fees.

2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of its bid or proposal and signature that it is current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 **TERMINATION:** County may terminate this agreement with or without cause at any time upon thirty (30) calendar days' written notice. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.23 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of these specifications is to set forth and convey to prospective bidders the general type, character and quality of Helicopter Engine Repair and Parts desired by Knox County and the Knox County Sheriff's Office (KCSO). Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute an acceptance of items that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ACCOUNT SET-UP:** The successful vendor(s) will be required to set up a separate account for the Knox County Sheriff's Office. The successful vendor(s) shall be given a list of authorized personnel who may initiate service on the helicopters. Successful vendor will be required to provide two complete sets of repair estimates, invoices, pictures of damage to helicopter and any other corresponding paperwork in an organized manner as directed by Knox County. Invoicing and account information are as follows:

Invoices for Knox County Sheriff's Office:
Knox County Sheriff's Office Attn:
Administrative Office 400 Main Street, Suite
L-149 Knoxville, TN 37902
OR Email: invoices@knoxsheriff.org.

3.4 **ADDITION OR DELETION OF GOODS AND SERVICES:** Knox County reserves the right to add or delete goods or services as the needs arise. If items are to be added, Knox County and the contractor will arrive at a mutually agreed price.

3.5 **AWARD STATUS:** Knox County intends to issue a one-year (1) award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The renewal option is at the discretion of Knox County.

Should Knox County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these items from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

3.6 **BACKGROUND CHECKS:** A Knox County Sheriff's Office background check is required for any or all employees of the successful vendor's staff providing services to the Knox County Sheriff's Office (KCSO). All employees of the successful vendor's staff that are authorized in the secure area will be required to complete a vendor's orientation with the KCSO Fire/Safety/Sanitation Officer prior to authorized access to the property for services. Any cost will be borne by KCSO. Certain felony convictions will prevent individual persons from being on KCSO property.

3.7 **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or the entire successful bid in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes the property of Knox County.

3.8 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County reserves the right to make such changes after consultation with the vendor. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved services.

3.9 **CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful vendor. The Knox County Procurement Division will draft the Contract and the Contract must be approved by the Knox County Law Department. Knox County will not accept any vendor's contracts or Terms of Agreements, Service Agreements, etc.

3.10 **CONTACT PERSONNEL:** It shall be essential to the success of this term Contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the Knox County account, the successful bidder shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County's account so as to avoid any interruption of service.

3.11 **DEFECTIVE COMPONENTS:** All defective components will be returned to the vendor at the vendor's expense. Vendor shall supply pre-paid mailing labels, or shall pick up defective component(s) at the agency location. Agency point of contact will coordinate with vendor for defective component pick up.

3.12 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges.** Knox County will not pay freight or fuel surcharges.

3.13 **DISCONTINUED ITEMS:** The successful bidder shall notify the Knox County Procurement Division of any items that have been discontinued and recommend an appropriate substitution. KCSO will be the sole judge if the substitution is appropriate.

3.14 **ENTRANCE TO KNOX COUNTY SITES:** Only authorized employees of the successful vendor are allowed on the premises of Knox County sites. Vendor employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the vendor. Visual employee identification is greatly encouraged. (e.g. uniform, badge.) All vendor employees entering a secure area must pass a background check authorizing clearance and completion of a Vendor orientation, if required, prior to having authorization onto the property.

3.15 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	**90 points**
Warranty	**10 Points**

3.16 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results.

Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file.

Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.17 **INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign, and have its insurance agent sign the attachment and submit it with the bid. Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance showing the specified coverage and naming Knox County as additional insured. Endorsement page(s) shall be provided with each COI for the life of the contract.

3.18 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.19 **NO CONTACT POLICY:** After the date the vendor receives this bid, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.20 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bid shall be open to the public for viewing and inspection and Knox County **will** comply with all legitimate requests. Submission of your bid will be an acknowledgement to this provision.

3.21 **PRICING:** The bidder(s) warrants that the unit price stated shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the contractor's price is increased after the first year, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the contractor may:

3.21.1 Continue with the existing prices;
3.21.2 Request a lower price increase;
3.21.3 Not accept the renewal offer.

If a price increase is approved by Knox County and the Knox County Sheriff's Office, the approval notification will be sent in writing and the contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.22 **QUANTITIES:** Knox County does not guarantee any quantities of items to be purchased. Purchase Orders will be issued on an as-needed basis.

3.23 **QUOTATIONS:** The successful vendor(s) may be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each part and/or maintenance project. The estimate shall include but not be limited to, the cost of labor, material, detailed description of the scope of work, inspection services and any required subcontracted services.

Quotation shall remain firm for a period of thirty (30) days from acceptance by Knox County and the Knox County Sheriff's Office. All estimates and quotation preparation shall be at no cost or obligation to Knox County or the Knox County Sheriff's Office.

3.24 **REMANUFACTURED/PRE-OWNED EQUIPMENT:** Vendors are advised that Knox County will accept remanufactured or refurbished equipment/parts for this bid.

3.25 **REMOVAL OF VENDOR'S EMPLOYEES:** The successful vendor agrees to utilize only experienced responsible and capable people in the performance of the work. KCSO may require that the successful vendor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of KCSO.

3.26 **REPORTS:** When needed, Knox County will require the vendor to generate needed reports. Examples include, but are not limited to, reports of inspections. Knox County will expect prompt and legible reports. Any such cost for these reports is to be built into the costs asked for herein.

3.27 **SCHEDULING OF WORK:** The successful vendor shall cooperate with the Sheriff's Office designee in performing work so that interference with the normal operations of the Sheriff's Office will be held to a minimum.

3.28 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **March 7, 2025** at **4:30 p.m.** local time. Submit questions as noted in Section 1.1.

3.29 **SUBCONTRACTING:** Any subcontracting must be approved in advance by Knox County. Knox County may terminate the Contract if subcontracting is done without approval.

3.30 **VENDOR'S CONTRACT:** The Knox County Procurement Division will not accept any vendor's contract. If these types of Master Agreements, Service Agreements, Terms of Agreements, Terms and Conditions or other submitted contract agreements are submitted, they will not be accepted.

3.31 **WARRANTY:** The vendor shall fully guarantee equipment to be free of defects, materials and workmanship for a period stated in vendor response. This is from the date of acceptance by the agency. All shipping charges shall be at no cost to the County. Any additional and/or supplemental warranties or guarantees will be considered in the evaluation of this submittal.

SECTION IV SPECIFICATIONS

4.1 **AUTHORIZED DEALER:** Vendors **must** submit, **with their bid**, signed factory documentation stating they are authorized dealers for the products they are bidding. If vendor is the manufacturer of the product they are bidding, a signed statement stating that fact shall be included with their bid. Failure to comply with this request may be just cause for rejection of their bid.

4.2 **INVENTORY OF HELICOPTERS:** Knox County Government and the Knox County Sheriff's Office own and operate four (4) Bell OH58 helicopters with Allison C-20 engines and one (1) Bell UH-1 (Huey) helicopter. The Knox County Sheriff's Office performs most of the maintenance and repair of these aircraft, but unforeseen circumstances arise which exclude our personnel from performing all maintenance and repair.

4.3 **QUALIFICATIONS:** The successful vendor(s) **must** be a FAA approved repair and service center. Proof of the above qualification **must be included** with their bid. Knox County reserves the right to inspect each bidder's facilities to determine if bidder is capable of performing repair and maintenance as requested by the Knox County Sheriff's Office.

4.4 **SCHEDULED MAINTENANCE:** All scheduled twenty-five (25) hour, fifty (50) hour and one hundred (100) hour inspections are performed by qualified Knox County Sheriff's Office personnel and logged accordingly. All maintenance must be scheduled through the Sheriff's Office designee.

4.5 **SERVICE LOCATION:** The Knox County Sheriff's Office aircraft are located at:

Downtown Island Home Airport
2701 Spence Place
Knoxville, TN 37920

NOTE: If needed to successfully perform the service, work can be completed at the vendor's location.

4.6 **SERVICE RECORDS:** Vendor(s) will maintain (in duplicate) a Maintenance Service Record identifying in detail when and what specific service activity occurred on which equipment. Duplicate copy to be County's copy.

4.7 **STANDARDS OF REPAIR:** All repairs and/or maintenance shall be performed in accordance with established FAA maintenance/repair procedures, manufacturer's guidelines, FAA Airworthiness Directive, Factory Service Bulletins and Standard Aircraft Maintenance Procedures.

All repair and/or maintenance required by law or regulation are to be logged in applicable aircraft and engine logbooks and considered the responsibility of the successful contractor.

4.8 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

Note: Bidders need not return pages 1-10 with their response. Pages 11-14 must be returned as your official bid response along with any other information requested. If bidding electronically, you must attach required documents to your response. If you have any questions please contact the Buyer referenced in Section 1.1 of this document before you submit your bid response.

SECTION V VENDOR'S INFORMATION & PRICING FOR INVITATION FOR BID #3642, HELICOPTER ENGINE REPAIR AND PARTS

5.1 Vendor Name_____

5.2 Knox County Vendor Number_____

5.3 Vendor Address_____

5.4 City _____State _____Zip _____

5.5 Telephone Number_____

5.6 Contact Person_____

5.7 E-Mail Address _____

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

Authorizing Signature_____
(Please sign original in blue ink)

5.9 Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing signature_____
(Please sign original in blue ink)

5.10 Knox County Business License Number (If applicable). Please enclose a copy of license with bid.

_____

5.11 Will you accept Knox County's VISA Card as a form of payment without additional fees? ___Yes ____No

5.12 Have you enclosed the signed Insurance Checklist as per Section 3.17? ____Yes____No

5.13 Have you included the documentation required in Section 4.1? ____Yes____No

5.14 Have you included the documentation required in Section 4.3 for qualifications? ____Yes____No

5.15 Price for service at Vendor's Location:

$_____/hour-regular rate (Regular hourly rates apply for all work performed between 7:00 a.m. and 5:00 p.m. Monday through Friday)

$_____/hour-overtime rate (Overtime hourly rates apply for all work performed between 5:00 p.m. and 7:00 a.m. Monday through Friday and County holidays)

5.16 Price for service at Knox County Sheriff's Office Service Location (Section 4.4):

$_____/hour-regular rate (Regular hourly rates apply for all work performed between 7:00 a.m. and 5:00 p.m. Monday through Friday)

$_____/hour-overtime rate (Overtime hourly rates apply for all work performed between 5:00 p.m. and 7:00 a.m. Monday through Friday and County holidays)

5.17 Please disclose any other fees for service at Knox County Sheriff's Office Service Location -(Section 4.4): _____

5.18 Percentage of "discount off" or "mark-up" for parts:

Discount Off _____% Mark-Up _____%

5.17 Please detail warranty offering on service and parts (attach info to bid response).

_____

_____

_____

5.18 I acknowledge the receipt of: (Please write "Yes" if you received one)

ADDENDUM 1 _____ADDENDUM 2 _____ADDENDUM 3 ____ADDENDUM 4 _____

5.19 Do you accept the terms and conditions of the bid? ____YES _____NO ____YES WITH EXCEPTION If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

Failure to include any item above or any item listed in this bid may result in the bid being deemed nonresponsive.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3642

The certificate of insurance must show all coverages & endorsements with "yes" and items 20 to 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY ANY AUTO-SYMBOL (1) X	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$ 1,000,000	
		PROFESSIONAL LIABILITY		
NO NO NO NO	10.	ARCHITECTS &ENGINEERS ASBESTOS & REMOVAL LIABILITY MEDICAL MALPRACTICE MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM $2,000,000 PER OCCURRENCE/CLAIM $1,000,000 PER OCCURRENCE/CLAIM $1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
YES	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO. ENDORSEMENT PAGE(S) SHALL BE PROVIDED WITH EACH COI FOR THE LIFE OF THE CONTRACT.

22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE CONTRACTOR NAMED BELOW HAVE ADVISED THE CONTRACTOR OF REQUIRED COVERAGE.

AGENCY NAME: _____AUTHORIZING SIGNATURE: _____

CONTRACTOR'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

CONTRACTORS NAME: _____AUTHORIZING SIGNATURE: _____

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

ADDENDUM 1 TO BID 3642

HELICOPTER ENGINE REPAIR AND PARTS

ADDENDUM DATE: **March 8, 2025**

BUYER: **Robert Mackey**

ORIGINAL OPENING DATE: **March 21, 2025 at 2:00 PM**

Questions and Answers:

Question 1: Could you please confirm whether this bid pertains exclusively to the repair and parts for the Allison C-20 engines, or does it also include repair and parts for the Bell OH-58 and UH-1 airframe models?

Answer 1: This will be just for the Allison C-20 engines and the Lycoming T53-L13B engine in the UH1H

Note: Please acknowledge this Addendum in your bid response. If you submitted your response before this Addendum was released, please email robert.mackey@knoxcounty.org and acknowledge receipt of this Addendum.

END OF ADDENDUM

Robert Mackey

Robert Mackey, Senior Buyer

QUOTE

Printed: 3/21/2025

Knox County Procurement Division
1000 North Central Street
Suite 100
Knoxville, TN 37917

Required Promise Date:		Quote ID
Bid Number:	00003642	00012181
Department:	SHERIFF'S OFFICE	

VENDOR
Thoroughbred Aviation Maintenance, Inc.
6204 Paris Pike
Georgetown, KY 40324

SHIP TO
Knox County Procurement Division
1000 NORTH CENTRAL STREET
SUITE 100
KNOXVILLE, TN 37917

Item	Class-Item Description	Quantity	Unit	Unit Price	Discount	Total
1	PRICE FOR SERVICE AT VENDOR'S LOCATION - PER HOUR - REGULAR RATE (Regular hourly rates apply for all work performed between 7:00 a.m. and 5:00 p.m. Monday through Friday)	1.00	HR	$ 125.00	$ 0.00	$ 125.00
2	PRICE FOR SERVICE AT VENDOR'S LOCATION - PER HOUR - OVERTIME RATE (Overtime hourly rates apply for all work performed between 5:00 p.m. and 7:00 a.m. Monday through Friday and County holidays)	1.00	HR	$ 187.50	$ 0.00	$ 187.50
3	PRICE FOR SERVICE AT KNOX COUNTY SHERIFF'S OFFICE SERVICE LOCATION - PER HOUR - REGULAR RATE (Regular hourly rates apply for all work performed between 7:00 a.m. and 5:00 p.m. Monday through Friday)	1.00	HR	$ 150.00	$ 0.00	$ 150.00
4	PRICE FOR SERVICE AT KNOX COUNTY SHERIFF'S OFFICE SERVICE LOCATION - PER HOUR - OVERTIME RATE - (Overtime hourly rates apply for all work performed between 5:00 p.m. and 7:00 a.m. Monday through Friday and County holidays)	1.00	HR	$ 212.50	$ 0.00	$ 212.50
					TOTAL:	$ 675.00

OFFICIAL FILE DOCUMENT
DO NOT REMOVE OR MARK

SECTION V VENDOR'S INFORMATION & PRICING FOR INVITATION FOR BID #3642, HELICOPTER ENGINE REPAIR AND PARTS

5.1 **Vendor Name** Thoroughbred Aviation Maintenance

5.2 **Knox County Vendor Number** 76441

5.3 **Vendor Address** 4316 Hangar Drive

5.4 **City** Lexington **State** KY **Zip** _____

5.5 **Telephone Number** 859-255-1902

5.6 **Contact Person** Tyler Otte

5.7 **E-Mail Address** Tyler@tbamky.com

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

Authorizing Signature _____
(Please sign original in blue ink)

5.9 **Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.**

Authorizing signature _____
(Please sign original in blue ink)

5.10 **Knox County Business License Number (If applicable). Please enclose a copy of license with bid.**

_____

5.11 **Will you accept Knox County's VISA Card as a form of payment without additional fees?** ___Yes _X_No

5.12 **Have you enclosed the signed Insurance Checklist as per Section 3.17?** _X_Yes_____No

5.13 **Have you included the documentation required in Section 4.1?** _X_Yes_____No

5.14 **Have you included the documentation required in Section 4.3 for qualifications?** _X_Yes_____No

5.15 **Price for service at Vendor's Location:**

$ 125 **/hour-regular rate (Regular hourly rates apply for all work performed between 7:00 a.m. and 5:00 p.m. Monday through Friday)**

$ 187.50 **/hour-overtime rate (Overtime hourly rates apply for all work performed between 5:00 p.m. and 7:00 a.m. Monday through Friday and County holidays)**

5.16 **Price for service at Knox County Sheriff's Office Service Location (Section 4.4):**

$ 150 **/hour-regular rate (Regular hourly rates apply for all work performed between 7:00 a.m. and 5:00 p.m. Monday through Friday)**

$ 212.50 **/hour-overtime rate (Overtime hourly rates apply for all work performed between 5:00 p.m. and 7:00 a.m. Monday through Friday and County holidays)**

OFFICIAL FILE DOCUMENT
DO NOT REMOVE OR MARK

5.17 **Please disclose any other fees for service at Knox County Sheriff's Office Service Location -(Section 4.4):** _____

5.18 **Percentage of "discount off" or "mark-up" for parts:**

Discount Off N/A **%** **Mark-Up** 13 **%**

5.17 **Please detail warranty offering on service and parts (attach info to bid response).**

We will extend all manufacturer warranty terms. We offer a 13% markup over our cost on all parts

5.18 **I acknowledge the receipt of: (Please write "Yes" if you received one)**

ADDENDUM 1 _____ **ADDENDUM 2** _____ **ADDENDUM 3** _____ **ADDENDUM 4** _____

5.19 **Do you accept the terms and conditions of the bid?** X **YES** _____ **NO** _____ **YES WITH EXCEPTION If you do not fully accept the terms and conditions, please note the exceptions below:**

Failure to include any item above or any item listed in this bid may result in the bid being deemed nonresponsive.

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ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3642

The certificate of insurance must show all coverages & endorsements with "yes" and items 20 to 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY ANY AUTO-SYMBOL (1) X	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$ 1,000,000	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
YES	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

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20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO. ENDORSEMENT PAGE(S) SHALL BE PROVIDED WITH EACH COI FOR THE LIFE OF THE CONTRACT.

22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE CONTRACTOR NAMED BELOW HAVE ADVISED THE CONTRACTOR OF REQUIRED COVERAGE.

AGENCY NAME: _____AUTHORIZING SIGNATURE: _____

CONTRACTOR'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

CONTRACTORS NAME: Thoroughbred Aviation Maintenance AUTHORIZING SIGNATURE: _____

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UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Air Agency Certificate

Number **R81R199Y**

This certificate is issued to

THOROUGHBRED AVIATION MAINTENANCE INC

whose business address is

6204 Paris Pike
Georgetown, KY 40324

upon finding that its organization complies in all respects with the requirements of the Federal Aviation Regulations relating to the establishment of an Air Agency, and is empowered to operate an approved **REPAIR STATION**

with the following ratings:

LIMITED AIRFRAME
LIMITED POWERPLANT
LIMITED INSTRUMENT
LIMITED RADIO
LIMITED ACCESSORIES

This certificate, unless canceled, suspended, or revoked, shall continue in effect **INDEFINITELY**

By direction of the Administrator:

Date issued
JANUARY 11, 2005
AMENDED JANUARY 26, 2017

DONNA HEINLEIN/ MGR
LOUISVILLE FSDO CE-17

This Certificate is not Transferable, AND ANY MAJOR CHANGE IN THE BASIC FACILITIES, OR IN THE LOCATION THEREOF, SHALL BE IMMEDIATELY REPORTED TO THE APPROPRIATE REGIONAL OFFICE OF THE FEDERAL AVIATION ADMINISTRATION

Any alteration of this certificate is punishable by a fine of not exceeding $1,000, or imprisonment not exceeding 3 years, or both

FAA Form 8000-4 (1-47) SUPERSEDES FAA FORM 350. [illegible]

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Corporate Profile
FAA Repair Station # R81R199Y

At A Glance

Thoroughbred Aviation Maintenance is a full-service maintenance, avionics, sheet metal, and paint shop servicing helicopters, corporate jets, and general aviation aircraft. Thoroughbred employs 50 personnel with over 200 years of combined experience. Thoroughbred has served as the region's leading rotorcraft and fixed wing maintenance facility for over 8 years and has been in business in a variety of incorporated forms since the 1980's. Government contracts, especially law enforcement, are the largest segment of Thoroughbred's portfolio ensuring its procedures are tailored to the unique needs of government agencies.

Factory Authorized Service Center and Dealer For

Bell	Robinson	Airbus	MD
Garmin	Avidyne	Churchill	Appareo
Wescam	FLIR	Jupiter	Freeflight

Airframe/Powerplant Experience

TH-67	EC 120	AS-350	Lycoming
Bell 206	EC 130	OH-6	Continental
Bell 407	MD 500D/E/F	Premier	Rolls-Royce
Bell 505	OH-58	Schweitzer	Turbomeca

Services Offered

Maintenance	Overhaul	Avionics	Paint & Interior

Representative Work

Bell OH-58, Lexington Metro Police
Routine scheduled maintenance, unscheduled maintenance, AOG service, full mission suite installation (FLIR/Wescam/Churchill).

Bell 206, Indiana State Police
Full completion with G500 and full avionics suite, WesCam, Trackka, GRA 55, paint, interior. Scheduled and unscheduled maintenance.

MD/OH-6/Bell 206B3, USDA-APHIS
Routine maintenance, unscheduled maintenance, AOG service, avionics and mission equipment installations

Bell 206/MD500, Louisville Metro Police Department
Mission equipment installations, modifications, avionics, paint, routine maintenance and AOG service.

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Personnel Profiles
FAA Repair Station # R81R199Y

Joe Otte, Vice President

Relevant Experience

Over 40 years of aviation experience including extensive experience with Bell & MD airframes and powerplants. Factory trained Bell mechanic.

Certifications / Schools

A&P # 2845999 Inspector Authorization Factory Trained

Jaret Voshell, Chief Inspector

Relevant Experience

Over 20 years of aviation experience including extensive experience with Bell & MD airframes and powerplants. Factory trained Bell mechanic including overhaul.

Certifications / Schools

A&P #3156299 Inspector Authorization Factory Trained

Charlie Redman, Overhaul Mechanic

Relevant Experience

Over 40 years of aviation experience including extensive experience with Bell 206 airframes and powerplants. Factory trained Bell mechanic including overhaul.

Certifications / Schools

A&P # 3892418 Bell Factory Trained

Ben Satterly, Lead Mechanic

Relevant Experience

Over 12 years of aviation experience including extensive experience on Bell & MD airframes and powerplants.

Certifications / Schools

A&P # 4304136 Inspector Authorization Bell/MD Factory Trained

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THOROUGHBRED
AVIATION MAINTENANCE

Reference List
FAA Repair Station # R81R199Y

Dave Ruegsegger, Indiana State Police
Bell 206 B / 407
317.694.3271
druegsegger@isp.in.gov

Scope of Work:
Avionics suite installation, full strip and paint, interior, scheduled maintenance, unscheduled maintenance, AOG service.

Brent Willen, Louisville Metro Police
Bell 206B3 / MD 500
502.379.0897
brent.willen@louisvilleky.gov

Scope of Work:
Full strip and paint, completion/mission equipment, thermal imaging systems, avionics, scheduled and unscheduled maintenance, AOG service, parts.

Pat Murray, Lexington Police
OH-58
859.576.3755
pjmurray@lexingtonpolice.ky.gov

Scope of Work:
Full strip and paint, completion/mission equipment, thermal imaging systems, avionics, scheduled and unscheduled maintenance, AOG service, parts.

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THOROUGHBRED
AVIATION MAINTENANCE

Current / Past Federal Contracts

USDA-APHIS, 12639521Q0015, TH-67 Maintenance
USDA-APHIS, 12639521D0012, TH-67 Maintenance
USDA-APHIS, 12639520D0004, OH-6 Maintenance
USDA-APHIS, AG-6395-C-17-0159, EC120 Maintenance
USDA-APHIS, AG-6395-C-17-0166, EC120 Maintenance

Amanda Deese
615.417.4968
Amanda.deese@usda.gov

Navy Test Pilot School, N0042118P0715, OH-58 Avionics Installation

Brent Johnson
301.342.8299
Brent.Johnson@navy.mil

Fixed Location for Contract

4316 Hangar Drive
Lexington, KY 40510
Airport Identifier: LEX

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CUSTOMER SERVICE FACILITY

THOROUGHBRED AVIATION MAINTENANCE INC.

Georgetown, Kentucky

Has satisfactorily met all specified requirements to qualify as a Bell Approved Independent Customer Service Facility for the following Bell helicopters:

Listed Products

Field Maintenance:	206A / 206B / 206L / 407 / 429 / 505
Component Overhaul:	206A / 206B / 206L

Parts Distribution Territory: Canada & United States

Michael Thacker

Michael Thacker
Executive Vice President, Innovation & Commercial Business

Effective: 1 November 2023

Expires: 31 October 2026

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CAPABILITIES LIST

FAA APPROVED REPAIR STATION NO. R81R199Y

4316 Hangar Drive (Building #15)
Lexington, Kentucky 40510

Original Issue: **10/27/2022**

Revision Date: **01/12/2024**

Revision No. **1**

Certificate Number R812199Y Satellite KSJS Big Sandy Regional Airport 2690 Airport Road Debord, Kentucky 41214	Certificate Number R813199Y Satellite KRGA Central Kentucky Regional Airport 124 Madison Airport Road Richmond, Kentucky 40475

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CAPABILITIES LIST

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CAPABILITIES LIST

Title: **HIGHLIGHTS OF REVISIONS:**

REVISION NO:	PAGE NO:	TABLE NO:	DESCRIPTION OF CHANGE:
Initial Release	ALL	ALL	Complete Initial Release
1	20	1-4	Added: Garmin GNS400 series, Radio, Replacement of Memory Battery, X-Test, X-Inspect, X-Repair, 01/12/2024 Added: Garmin GNS500 series, Radio, Replacement of Memory Battery, X-Test, X-Inspect, X-Repair, 01/12/2024

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CAPABILITIES LIST

Title: **INTRODUCTION:**

1.0 Purpose:

1.1 This document is the Capabilities List utilized by **Thoroughbred Aviation Maintenance Inc.** FAA Certificated Repair Station R81R199Y located at the following address.

Thoroughbred Aviation Maintenance Inc.
4316 Hangar Drive
Lexington, Kentucky 40510

1.2 Thoroughbred Aviation Maintenance's Additional Fixed Locations will be subject to the limitations of the Capabilities List. These Additional Fixed Locations have the following addresses:

KLEX Bluegrass Airport
Building 16 Lexington Hangar
4330 Hangar Drive
Lexington, KY 40510

KLEX Bluegrass Airport West
West Lex Hangar
4464 Gumbert Road
Lexington KY. 40510

1.3 Thoroughbred Aviation Maintenance's Satellite Station Locations will be subject to the limitations of this Repair Station Capabilities List. These Satellite Station Locations have the following addresses:

Certificate Number R812199Y
Satellite KSJS
Big Sandy Regional Airport
2690 Airport Road
Debord, Kentucky 41214

Certificate Number R813199Y
Satellite KRGA
Central Kentucky Regional Airport
124 Madison Airport Road
Richmond, Kentucky 40475

1.4 This Capabilities List is maintained by the Repair Station but must be accepted by the Federal Aviation Administration (FAA) prior to implementation.

1.5 This Capabilities List meets all requirements set forth by 14 CFR 145 §145.209 and §145.215.

1.6 There will be two (2) controlled copies of this Capabilities list:

1.6.1 Copy #1 will be kept and controlled in the Quality Assurance Office.

1.6.2 Copy #2 will be kept and controlled at the Louisville Flight Standards District Office.

1.7 All other copies will be considered uncontrolled and stamped "Uncontrolled Document".

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CAPABILITIES LIST

TABLE 1-1: AIRFRAME: HELICOPTER (continued).

Manufacturer	Part/Model Number	Rating	Limitation	Test	Inspect	Repair	Overhaul	Date Added
Schweitzer	269 series	Airframe	Maintenance and Preventative Maintenance	X	X	X		10/27/2022
Robinson	R22 series	Airframe	Maintenance and Preventative Maintenance	X	X	X		10/27/2022
Robinson	R44 series	Airframe	Maintenance and Preventative Maintenance	X	X	X		10/27/2022
Robinson	R66 series	Airframe	Maintenance and Preventative Maintenance	X	X	X		10/27/2022
Airbus	H120/EC120 series	Airframe	Maintenance and Preventative Maintenance	X	X	X		10/27/2022
Airbus	H125/AS350 series	Airframe	Maintenance and Preventative Maintenance	X	X	X		10/27/2022
Airbus	H130/EC130 series	Airframe	Maintenance and Preventative Maintenance	X	X	X		10/27/2022
Airbus	H135/EC135 series	Airframe	Maintenance and Preventative Maintenance	X	X	X		10/27/2022
Airbus	AS365 series	Airframe	Maintenance and Preventative Maintenance	X	X	X		10/27/2022

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CAPABILITIES LIST

TABLE 1-2: AIRFRAME: FIXED WING (continued)

Manufacturer	Part/Model Number	Rating	Limitation	Test	Inspect	Repair	Overhaul	Date Added
Cessna	187 series	Airframe	Maintenance excluding fabric and composite repairs or alterations, Preventative Maintenance	X	X	X		10/27/2022
Cessna	188 series	Airframe	Maintenance excluding fabric and composite repairs or alterations, Preventative Maintenance	X	X	X		10/27/2022
Cessna	205 series	Airframe	Maintenance excluding fabric and composite repairs or alterations, Preventative Maintenance	X	X	X		10/27/2022
Cessna	206 series	Airframe	Maintenance excluding fabric and composite repairs or alterations, Preventative Maintenance	X	X	X		10/27/2022
Cessna	207 series	Airframe	Maintenance excluding fabric and composite repairs or alterations, Preventative Maintenance	X	X	X		10/27/2022
Cessna	208 series	Airframe	Maintenance excluding fabric and composite repairs or alterations, Preventative Maintenance	X	X	X		10/27/2022
Cessna	210 series	Airframe	Maintenance excluding fabric and composite repairs or alterations, Preventative Maintenance	X	X	X		10/27/2022
GippsAero	GA8	Airframe	Maintenance excluding fabric and composite repairs or alterations, Preventative Maintenance	X	X	X		10/27/2022

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CAPABILITIES LIST

TABLE 1-2: AIRFRAME: FIXED WING (continued)

Manufacturer	Part/Model Number	Rating	Limitation	Test	Inspect	Repair	Overhaul	Date Added
Piper	PA23 series	Airframe	Maintenance excluding fabric and composite repairs or alterations, Preventative Maintenance	X	X	X		10/27/2022
Piper	PA24 series	Airframe	Maintenance excluding fabric and composite repairs or alterations, Preventative Maintenance	X	X	X		10/27/2022
Piper	PA25 series	Airframe	Maintenance excluding fabric and composite repairs or alterations, Preventative Maintenance	X	X	X		10/27/2022
Piper	PA27 series	Airframe	Maintenance excluding fabric and composite repairs or alterations, Preventative Maintenance	X	X	X		10/27/2022
Piper	PA28 series	Airframe	Maintenance excluding fabric and composite repairs or alterations, Preventative Maintenance	X	X	X		10/27/2022
Piper	PA30 series	Airframe	Maintenance excluding fabric and composite repairs or alterations, Preventative Maintenance	X	X	X		10/27/2022
Piper	PA31 series	Airframe	Maintenance excluding fabric and composite repairs or alterations, Preventative Maintenance	X	X	X		10/27/2022
Piper	PA32 series	Airframe	Maintenance excluding fabric and composite repairs or alterations, Preventative Maintenance	X	X	X		10/27/2022
Piper	PA-33 series	Airframe	Maintenance excluding fabric and composite repairs or alterations, Preventative Maintenance	X	X	X		10/27/2022
Piper	PA34 series	Airframe	Maintenance excluding fabric and composite repairs or alterations, Preventative Maintenance	X	X	X		10/27/2022
Piper	PA36 series	Airframe	Maintenance excluding fabric and composite repairs or alterations, Preventative Maintenance	X	X	X		10/27/2022

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TABLE 1-2: AIRFRAME: FIXED WING (continued)

Manufacturer	Part/Model Number	Rating	Limitation	Test	Inspect	Repair	Overhaul	Date Added
Cirrus	SR20 series	Airframe	Maintenance excluding composite repairs or alterations, Preventative Maintenance	X	X	X		10/27/2022
Cirrus	SR22 series	Airframe	Maintenance excluding composite repairs or alterations, Preventative Maintenance	X	X	X		10/27/2022
Diamond	DA20 series	Airframe	Maintenance excluding composite repairs or alterations, Preventative Maintenance	X	X	X		10/27/2022
Diamond	DA40 series	Airframe	Maintenance excluding composite repairs or alterations, Preventative Maintenance	X	X	X		10/27/2022

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CAPABILITIES LIST

Table 1-3: ENGINES (continued)

Manufacturer	Part/Model Number	Rating	Limitation	Test	Inspect	Repair	Overhaul	Date Added
Lycoming	HIO-360	Engine	Maintenance excluding major repairs, Preventative Maintenance	X	X	X		10/27/2022
Lycoming	IO-360	Engine	Maintenance excluding major repairs, Preventative Maintenance	X	X	X		10/27/2022
Lycoming	O-360	Engine	Maintenance excluding major repairs, Preventative Maintenance	X	X	X		10/27/2022
Lycoming	TO-360	Engine	Maintenance excluding major repairs, Preventative Maintenance	X	X	X		10/27/2022
Lycoming	TIO-360	Engine	Maintenance excluding major repairs, Preventative Maintenance	X	X	X		10/27/2022
Lycoming	GO-435	Engine	Maintenance excluding major repairs, Preventative Maintenance	X	X	X		10/27/2022
Lycoming	GO-480	Engine	Maintenance excluding major repairs, Preventative Maintenance	X	X	X		10/27/2022
Lycoming	O-540	Engine	Maintenance excluding major repairs, Preventative Maintenance	X	X	X		10/27/2022
Lycoming	IO-540	Engine	Maintenance excluding major repairs, Preventative Maintenance	X	X	X		10/27/2022
Lycoming	TIO-540	Engine	Maintenance excluding major repairs, Preventative Maintenance	X	X	X		10/27/2022
General Electric	T700	Engine	Maintenance and Preventative Maintenance IAW TCDS R00052SE	X	X	X		10/27/2022

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CAPABILITIES LIST

Table 1-3: ENGINES (continued)

Manufacturer	Part/Model Number	Rating	Limitation	Test	Inspect	Repair	Overhaul	Date Added
Teledyne Continental	IO-470	Engine	Maintenance excluding major repairs, Preventative Maintenance	X	X	X		10/27/2022
Teledyne Continental	O-470	Engine	Maintenance excluding major repairs, Preventative Maintenance	X	X	X		10/27/2022
Teledyne Continental	IO-520	Engine	Maintenance excluding major repairs, Preventative Maintenance	X	X	X		10/27/2022
Teledyne Continental	O-520	Engine	Maintenance excluding major repairs, Preventative Maintenance	X	X	X		10/27/2022
Teledyne Continental	TSIO-520	Engine	Maintenance excluding major repairs, Preventative Maintenance	X	X	X		10/27/2022
Teledyne Continental	IO-550	Engine	Maintenance excluding major repairs, Preventative Maintenance	X	X	X		10/27/2022
Teledyne Continental	TSIO-550	Engine	Maintenance excluding major repairs, Preventative Maintenance	X	X	X		10/27/2022
Safran Turbomeca	Arriel 1D1	Engine	Maintenance, excluding overhaul, Preventative Maintenance	X	X	X		10/27/2022
Safran Turbomeca	Arriel 2B1	Engine	Maintenance, excluding overhaul, Preventative Maintenance	X	X	X		10/27/2022
Safran Turbomeca	Arriel 2B2	Engine	Maintenance, excluding overhaul, Preventative Maintenance	X	X	X		10/27/2022
Safran Turbomeca	Arriel 2C	Engine	Maintenance, excluding overhaul, Preventative Maintenance	X	X	X		10/27/2022
Safran Turbomeca	Arriel 2C2	Engine	Maintenance, excluding overhaul, Preventative Maintenance	X	X	X		10/27/2022
Safran Turbomeca	Arriel 2D	Engine	Maintenance, excluding overhaul, Preventative Maintenance	X	X	X		10/27/2022

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CAPABILITIES LIST

Table 1-5: INSTRUMENTS

Manufacturer	Part/Model Number	Rating	Limitation	Test	Inspect	Repair	Overhaul	Date Added

Table 1-6: ACCESSORIES

Manufacturer	Part/Model Number	Rating	Limitation	Test	Inspect	Repair	Overhaul	Date Added
Concord Batteries	RG SERIES	Batteries	Maintenance, Preventative Maintenance	X	X	X		10/27/2022
Marathon Batteries	Ni CAD	Batteries	Maintenance, Preventative Maintenance	X	X	X		10/27/2022
Saft Ni Cad Batteries	Ni-CAD	Batteries	Maintenance, Preventative Maintenance	X	X	X		10/27/2022

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/5/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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	CONTACT NAME:	
Sterling Thompson Co. 401 W. Main St Suite 1200 Louisville KY 40202	PHONE (A/C, No, Ext): 502-585-3277	FAX (A/C, No): 502-585-3306
	E-MAIL ADDRESS: info@sterlingthompson.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Endurance American Specialty	41718
INSURER B: The Travelers Indemnity Company	25658
INSURER C: Star Insurance Company	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED THORAVI-01
Thoroughbred Aviation Maintenance, INC
4316 Hangar Drive
Lexington KY 40510

COVERAGES **CERTIFICATE NUMBER:** 3467489 **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	X COMMERCIAL GENERAL LIABILITY	Y	Y	NAF6060060	4/22/2024	4/22/2025	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	X OTHER: Aviation GL							$
B	AUTOMOBILE LIABILITY	Y	Y	BA9M056878-24-91-G	4/22/2024	4/22/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	1000003649	4/22/2024	4/22/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N / A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Hangarkeepers' Aircraft Liability & Medical Exp	Y Y Y	Y Y Y	NAF6060060	4/22/2024	4/22/2025	Each Loss Each Aircraft Single Limit Bl & PD	5,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is an Additional Insured where their interests may appear per written contract.

OFFICIAL FILE DOCUMENT

DO NOT REMOVE OR MARK

CERTIFICATE HOLDER

Knox County
Suite 100
1000 North Central St
Knoxville TN 37917

CANCELLATION 30

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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RLA-17303 **R-25-5-302**

COMMISSION

Meeting Date: 05/19/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: SHERIFF

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the Volunteer Landing Marina Pricing Agreement and Marina Boat Slip Lease Agreement in the amount of $10,500.00 for the period beginning April 1, 2025 and ending June 30, 2026.
(Sheriff)

Attachments

Resolution

Pricing Agreement and Marina Boat Slip Lease Agreement

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING THE VOLUNTEER LANDING MARINA PRICING AGREEMENT AND MARINA BOAT SLIP LEASE AGREEMENT IN THE AMOUNT OF $10,500.00 FOR THE PERIOD BEGINNING APRIL 1, 2025 AND ENDING JUNE 30, 2026.

RESOLUTION: **R-25-5-302**

REQUESTED BY: **SHERIFF**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Sheriff's Office (the "Sheriff's Office") desires to lease a boat slip at Volunteer Landing Marina; and

WHEREAS, CITM, LLC dba Volunteer Landing Marina has agreed to lease a boat slip at Volunteer Landing Marina to the Sheriff's Office; and

WHEREAS, the proposed Volunteer Landing Marina Pricing Agreement is in the amount of $10,500.00 for the period beginning April 1, 2025 and ending June 30, 2026; and

WHEREAS, the proposed Marina Boat Slip Lease Agreement sets forth the terms and conditions under which the Sheriff's Office will lease a boat slip at Volunteer Landing Marina.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Volunteer Landing Marina Pricing Agreement and Marina Boat Slip Lease Agreement with CITM, LLC dba Volunteer Landing Marina for the lease of a boat slip for the Sheriff's Office are hereby adopted and approved in substantive form as presented this date, copies of which are attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Volunteer Landing Marina Pricing Agreement and Marina Boat Slip Lease Agreement with CITM, LLC dba Volunteer Landing Marina for the lease of a boat slip for the Sheriff's Office shall be executed subject to such amendment or action not affecting the substantive provisions of the contracts as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Volunteer Landing Marina Pricing Agreement

VOLUNTEER LANDING MARINA

This is a legally binding agreement between Knox County Sheriff Department of 400 Main Ave. Attn: Missy Jones Room L-165 Knoxville, TN 37902 and Volunteer Landing Marina for the boat A-4, 36 feet long and 0 feet wide, with the pricing terms listed below, to be kept at Volunteer Landing Marina from **Tuesday April 1, 2025** to **Tuesday June 30, 2026.**

Marina Note

If you have a registration and insurance card for the boat, please email it to us.

Purchase Summary

Annual dockage $700.00 per month x 15 months	**$10,500.00**
Monthly Base Price	**$700.00**
Total Due Today	**$700.00**

Billing Schedule

Payment method will be charged on a recurring basis on the 1st of the month until the end of the contract (06/30/2026).

MARINA BOAT SLIP LEASE AGREEMENT

CITM, LLC

dba

VOLUNTEER LANDING MARINA

956 Volunteer Landing Ln. Knoxville, TN 37915
Phone: (865) 633-5004
hello@volunteerlandingmarina.com

THIS MARINA BOAT SLIP LEASE AGREEMENT ("Lease") entered into on the date of signature of this contract between CITM, LLC dba **VOLUNTEER LANDING MARINA** ("Marina") and the individual referred to in this contract ("Lessee").

1. **Grant of Lease.** Marina hereby leases to Lessee that portion of Marina's dock known to Marina as Slip, together with a license for the use of adjacent docks and common facilities, subject to the following terms and conditions:

2. **Rent.** Statement balance, including rent, is due and payable on the first (1st) of each month, late after the fifth (5th) day of the month. Lessee agrees to pay a late fee of 10% per month, on any amount not received by the tenth (10th) of the month. Lessee shall pay to the Marina as Minimum Rent the monthly slip rental amount noted in the billing schedule and minimum utility fee without notice, set-off or demand even in the event of Marina's non-billing of said minimum base monthly rent and minimum utility fee. Marina shall at Marina's sole option send an invoice to the Lessee in the event there are additional charges, utilities, expenses or fees due Marina. This monthly slip rental does not include certain utilities as listed in section 3.

3. **Utilities.** Fresh water hookup and service is included within the charge for rent. Electric hookup and usage of electricity is not included in the rent and Lessee is responsible for all deposits, fees, and charges arising from Lessee's use of electricity. Power usage is billed to Lessee one month in arrears with a minimum monthly usage fee to the boat owner of between $10.00 and $20.00.

4. **Term.** The initial term of this Lease shall be for the dates listed in this contract. Lease automatically renews for sequential 12-month period following expiration of each term unless Lessee provides sixty (60) days written notice to 'Marina' prior to the expiration of the then active term of lease. After the initial lease term of the lease, the Marina reserves the sole right to amend or modify Lessee's monthly slip rental rate with Sixty (60) days written notice.

5. **Use.** Lessee shall use the leased slip for pleasure and recreational purposes only and no business or commercial ventures of any kind shall be undertaken in/or from the Marina unless otherwise agreed upon in writing between Marina and Lessee.

6. **Slip Assignment.** Notwithstanding any designation of a particular slip on page 1 of this Lease, assignment of a particular slip shall be the prerogative of Marina but Marina will attempt to assign the slip desired by Lessee. In general, a Lessee occupying a particular slip one year may continue to occupy the same space in subsequent years, but this privilege is not guaranteed by Marina. Marina reserves the right to transfer Lessee's boat to another slip of equivalent or substantially equivalent size. Only one boat shall be allowed in each slip. Marina reserves the right to adjust lease rates if Lessee brings in a boat substantially different from the boat described in the Volunteer Landing Marina pricing agreement of this Lease.

7. **Limitation of Marina's Liability.** Lessee acknowledges that he/she has inspected the designated slip and Lessee accepts the slip, appurtenances therein, and any and all other portions of the marina AS IS with all faults and defects whether latent or patent. Lessee waives any such claim he/she has against Marina arising out of any of the foregoing. Lessee understands this Lease is not a bailment of Lessee's boat but a lease of a slip, and Marina's liability is limited to supervision and maintenance of the marina area. Marina assumes no responsibility for tending mooring lines or moving boats from the slips to which they are assigned. Lessee authorizes Marina to move and/or operate Lessee's boat during the making of repairs or for normal marina operations solely at Lessee's risk. Lessee acknowledges that Marina does not provide security services and risk of loss by theft or vandalism shall at all times remain with Lessee.

8. **Insurance Required.** Lessee agrees to keep his/her boat fully insured, at Lessee's sole expense, with complete marine insurance including casualty loss, collision, hull coverage and liability coverage (minimum of $500,000 combined single limit). A certificate of insurance must be forwarded to marina showing the required coverage within 15 days from the date of lease execution or marina may, at its option, cancel this lease and consider it null and void. Marina must be made additional insured. Anyone not providing proper insurance documentation will be charged a noncompliance fee of $90.00 per month. Marina does not carry insurance covering Lessee's property.

9. **Rules and Regulations.** Attached hereto and incorporated herein by reference are the "Rules and Regulations of Volunteer Landing Marina" (the "Marina Rules"). Owner agrees to comply with the Marina Rules and all other applicable local, state or federal rules and regulations. In the event of a violation of Marina Rules by Lessee or Lessee's guest(s), Marina may terminate this Lease and remove Lessee's boat from its slip at the expense of Lessee. Marina reserves the right to amend or make additions to or deletions from these rules and regulations. Lessee agrees to abide by such rules and regulations as may be amended.

10. **Lessee's Liability/Indemnity of Marina.** Lessee covenants to exercise due care in occupation of the leased slip and use of common facilities and further agrees to vacate the slip in good condition, ordinary wear and tear excepted. Lessee shall indemnify and hold harmless Marina from and against any and all costs, expenses, demands, claims, actions, proceedings, damages, law suits, and liabilities, including judgments and attorney fees, arising from or connected with the possession and use of the leased slip, common facilities used by Lessee and/or Lessee's guest(s), and any injury or life to third parties resulting or arising from Lessee or Lessee's guest(s) use of the marina, slip, and/or boat. Lessee shall be fully responsible for any and all damage caused by Lessee or Lessee's guest(s) to the property of Marina or other Lessee's and boat owners. Lessee is advised to exercise due caution in entering/exiting boat slips and the marina area. Lessee shall be responsible for all damages and/or injuries resulting from collision with marina docks or other vessels including but not limited to the cost of repairing marina docks. Lessee also acknowledges Marina's use of underwater bracing. Lessee acknowledges and agrees Marina shall not be responsible for damage caused by the underwater bracing.

11. **Waiver of Subrogation.** Lessee waives any right or claim against Marina for damage sustained by Lessee that is covered under any insurance policy, and Lessee shall cause its insurance carriers to waive any respective rights of subrogation with respect to the same, and to so notify Marina.

12. **Exculpatory Provisions.** Lessee hereby releases and agrees to indemnify and hold harmless marina for any and all liability for personal injury, loss of life, and property damage (1) caused by, or growing out of the use of the dock or harbor facilities; (2) arising out of the ordinary negligence of the marina or its employees and agents in connection with marina's premises or use of storage space; (3) for loss or damage to Lessee's boat, motor, and accessories or contents thereof, due to fire, theft, vandalism, collision, marina equipment failure, windstorm, rain, hurricane, high or low waters, hail, rain, ice, snow , flood or other casualty loss. Such provisions shall also apply when owner's boat is being parked, moved, fueled or hauled by an employee or agent of marina.

13. **Right to Inspect.** Marina shall have the right, but not the obligation, to inspect all boats. In the event that a mechanical defect or emergency places the property of the Lessee or any other Lessee's property in danger, Lessee grants Marina the right, but not the responsibility, to take such action as Marina, in its sole discretion, deems necessary to safeguard the property located in the marina. In such event, Lessee agrees to pay Marina for any and all reasonable charges, expenses and fees that may accrue on behalf of Lessee. Dry storage customers are responsible to put down any item rising above the windshield, including bimini tops or towers. If marina has to put the top down, a $25.00 fee to Lessee will result.

14. **Maintenance/Repairs by Owner.** Lessee shall be responsible for keeping his/her boat clean and in good repair so as not to create a nuisance or an eyesore for other Lessee's or Marina. Subject to the terms and provisions herein, Lessee may clean and perform light maintenance on his/her own boat if such work does not interfere with the rights, privileges and safety of other persons or property. Provided, however, Lessee may not use the services of any dealer, mechanic, craftsman or other person for work on any boat in the marina without first obtaining proof of adequate general liability insurance and workmen's compensation insurance, to cover any and all possible claims occurring as a result of such activities. Marina reserves the

right to suspend the privileges of any such repair service, boat dealer, or maintenance person to come onto marina premises. Lessee agrees and understands that allowing a boat to deteriorate to the point of becoming an eyesore or non-navigable shall give Marina the right to terminate this Lease.

A) In the event that Lessee's boat becomes unsanitary or excessively dirty, Marina at Marina's sole decision shall have the right to clean boat and charge Lessee a $50.00 fee. Fee shall be payable within 30 days of Marinas notice of fee due.

15. **Alterations/Improvements.** Lessee shall not convert or modify any dock space in any manner, add extra padding or buffers, install mooring arms, install decking or boat lifts without written consent from Marina. If any changes to docks are made by Lessee, Marina may require Lessee to pay additional charges for same and any such alterations or improvements placed on the docks by the Lessee shall become the property of Marina when Lessee's space is vacated.

16. **Assignment of Lease.** The lease created and rights granted hereunder are personal to Lessee. Lessee may not assign, sale, transfer, sublet, or convey all or any rights under this Lease without prior written consent of Marina. Said consent may be withheld or denied in Marina's sole discretion. This Lease shall be binding upon and inure to the benefit of Owner and his/her successors and assigns.

17. **Termination.** This Lease shall automatically renew by the terms set forth in Section 4. This Lease may be terminated, at the option of Marina, in the event Lessee fails or refuses to comply with the provisions of this Lease or in the event of a violation of Marina Rules by Lessee or Lessee's guest(s). This Lease may also be terminated, at the option of either party, in the event the marina is significantly damaged by flood, wind, fire, snow, ice or other force of nature to the extent damage prohibits Lessees use of subject slip and Marina determines, in Marina's sole discretion, not to repair or rebuild the marina.

18. **Removal of Property upon Termination.** In the event Lessee fails to remove his/her boat and/or other property from the space rented to Lessee upon termination of this Lease, Marina may at its sole option make an all-in-one charge to Lessee account for rent, on a prorated basis, for each day or portion thereof the space is occupied. Notwithstanding Marina's exercise of the foregoing right, Marina may also avail itself of the remedies provide for herein and/or any other remedy available at law.

19. **Rights upon Default.** In the event Lessee breaches this Lease, Lessee agrees to pay for any and all legal costs, including reasonable attorney fees, incurred by Marina for breach. Lessee also agrees to pay for any and all legal costs associated with collecting payments due from Lessee. Lessee also agrees to pay any and all expenses itemized by the Marina as a result of damage or injury to any property or personnel of the Marina or other individuals on or about the Marina's premises that the Marina might be liable. Lessee further agrees to pay any and all investigation fees that Marina may incur in connection with Lessee's actions or activities.

20. **Lien for Payment.** By execution of this Lease Lessee hereby grants a lien to Marina on Lessee's boat for which Lessee agrees to be responsible as to any lienholder or other claimant in Lessee's boat. Owner agrees and understands that, if Lessee becomes delinquent in payment of the rents and/or other fees provided for herein and any materials and services furnished to Lessee and/or Lessee's boat, Marina shall have the right to take possession of Lessee's boat and/or other property and to secure the boat and/or other property to the slip occupied or to remove the boat and/or other property from the marina and store same in another location. Dock space made vacant by the removal of property of the Lessee shall be leased to another Lessee at the discretion of the Marina. The lien granted herein shall be in addition to and not in lieu of any lien or other rights or remedies available to Marina pursuant to state or federal law. Neither Lessee nor anyone on Lessee's behalf shall remove the boat from the marina area until such time as all rentals and/or fees owed Marina are paid in full. The lien rights of Marina and the obligation of Lessee to pay all such rents and/or fees shall survive the termination of this Lease.

21. **Security deposit.** As security for the prompt and punctual performance of all obligations required to be performed hereunder by Lessee, Lessee shall, upon Lease execution, deposit with Volunteer Landing Marina ("Marina") the sum which shall, as provided below at Marina's sole discretion, either be applied to Rent, slip damages or held as a security deposit until the expiration of the term. In the event of any default hereunder by Lessee, "Marina" may utilize such deposit as a fee to offset either in whole or in part any obligations of Lessee herein lease agreement. Lessee shall not assign or encumber the Security Deposit or its interest

therein, and neither "Marina" nor its successors and assigns shall be bound by any attempted assignment or encumbrance. "Marina" shall not be required to segregate such security deposit funds.

22. **Miscellaneous.**

(a) This agreement contains the entire understanding between Marina and Lessee and no other representation or inducement, verbal or written, has been made which is not contained in the agreement.

(b) If any provision of this Lease is determined to be invalid or unenforceable as a matter of law, such invalidity or unenforceability shall be limited to such provision and shall not affect any other provision or port ion of this Lease, which shall be given the fullest effect permitted by law.

(c) No failure of Marina or its employees to enforce any of the terms and conditions of this Lease or any of the Marina Rules shall be considered a waiver of such term, condition, rule or regulation in the absence of the expressed written waiver by an authorized representative of Marina.

(d) Any notices, demands, and requests that may be or are required to be given pursuant to the provisions of this Lease or by law shall be sent by first class certified United States mail, return receipt requested, postage prepaid, addressed to the respective party at the address set forth on page 1 of this Lease or at such other address as either party may designate by written notice.

(e) In the event either party to this Lease shall bring any action in connection with this Lease, the prevailing party shall be entitled to recover as part of such action their reasonable attorney fees, court costs and litigation expenses.

(f) This Lease shall be binding on and shall inure to the benefit of the parties, their heirs, executors, successors and assigns.

(g) The sole and exclusive forum for any legal proceeding arising pursuant to the terms of this Lease, between the parties hereto, out of any event occurring on or about the marina area or from the alleged error or omission of Marina or its employees shall be in the state and/or federal courts of Knox County, Tennessee.

(h) This Lease and all matters regarding the relationship of the parties hereto shall be governed by and construed under the laws of the State of Tennessee.

(i) The attached Rules & Regulations are part of this Lease.

KNOX COUNTY, TENNESSEE

GLENN JACOBS Date
KNOX COUNTY MAYOR

Contract No.: 25-246

APPROVED AS TO LEGAL FORM

5/1/25

Knox County Law Director Date

VOLUNTEER LANDING MARINA
Rules and Regulations

1.STORAGE ON DOCK PROHIBITED. Lessee shall keep the dock area adjacent to his slip, berth or mooring space clean and litter free. No rubbish or garbage will be allowed on docks or premises and Lessee will keep docks free and clear of gear and tackle and other obstructions and will deposit rubbish and garbage in metal dumpster container(s) provided by Marina. Nothing shall be stored in or around Lessee's slip, including but not limited to, supplies, materials, debris, lines, or hoses. Nor may Lessee construct thereon any lockers, cabinets, ramps, or similar structures. Anything found on the dock is subject to confiscation, removal and disposal at Lessee's expense.

2.STORAGE IN WATER. All items of Lessee's property should be stored on the boat at night and leaving anything in the water (such as rafts, dinghies or personal watercraft), whether moored to boat or left floating in the marina area, shall be at Lessee's risk.

3.MOORING OF BOATS. Lessee shall insure that his/her boat is safely moored with lines adequate for weather conditions using a minimum of 3/8 inch nylon line for boats under 25.0 feet in length and a minimum of ½ inch nylon line for boats over 25.0 feet in length. Lessee shall dock his/her boat in an appropriate position so as not to obstruct the docks with any part of the boat itself.

4.TOILET FACILITIES. All boats must be equipped with an approved U. S. Coast Guard Marine Sanitation Device (MSD) or holding tank. The toilet facilities on a boat shall be maintained in a clean and sanitary condition in accordance with any and all TVA and public health authority regulations. No discharge from sewage holding tanks is allowed in or near the marina. Marina reserves the right to check sewage disposal facilities at any time.

5.HAZARDOUS ACTIVITIES. Spraying paint, welding, and burning are strictly prohibited in the marina. No paint thinners or other petroleum products are permitted on the docks.

6.BOAT OWNER'S / LESSEE'S ABSENCE. Marina reserves the right to remove Lessee's boat whenever Marina deems it necessary for the safety or maintenance of the marina area, provided however, Marina is not obligated to move or adjust any lines for the boat. Marina also requires one complete set of keys for each boat, to be stored in the marina office in the event of an emergency.

7.MARINA MAINTENANCE. Lessee shall immediately notify Marina of the necessity of repairs to marina facilities or of any dangerous conditions requiring attention.

8.CONDUCT OF OWNER AND GUESTS. Dangerous, unsafe or illegal acts by Lessee or Lessee's guest(s) shall result, at Marina's sole option, in immediate termination of this Lease and the immediate removal of Lessee's boat from the premises. Loud noise (including human, pets or electronic devices), disorderly, disruptive or indecorous conduct by Lessee, Lessee's guest(s) or crew may, at Marina's sole option, lead to immediate removal of Lessee's vessel and termination of this Lease. Lessee shall be responsible for the conduct and supervision of their children at all times. Pets are not to be left unattended and shall remain on a leash at all times. No swimming, diving or fishing is permitted within the marina. Owner further agrees not to throw anything in the water of the marina. No open flame or cooking on a grill with an open flame, will be permitted on any boat at any time. Boats must be operated at an idle speed in marina at all times.

9.REFUELING. Lessee acknowledges that Marina is under no obligation to refuel Lessee's boat and, in the event Lessee should request refueling of his/her boat by Marina personnel, Marina shall not be responsible for any damages or injury resulting from such refueling including, but not limited to damages caused by fuel spillage, and Lessee shall hold Marina harmless with respect to all such damages or injuries. Gasoline, oil, or any other flammable liquids shall not be poured or pumped upon or into the water of the marina. Boats shall not be fueled while in boat slip areas.

10. MISCELLANEOUS. Firearms or fireworks shall not be displayed or discharged in the marina. No "For Sale" signs, advertising, soliciting or the operation of any business will be permitted within the marina, unless approved by Marina management. Owner shall not engage in the business of buying, selling or brokering the purchase or sale of boats from the marina and shall not sell more than one (1) boat which has been docked at the

marina in any consecutive twelve (12) month period, except with the express written consent of Marina. Lessee shall not show or exhibit any boat docked at marina to prospective purchasers except upon advance notice to Marina. When a boat changes ownership, Lessee must notify Marina immediately and all charges against said boat must be paid before transfer of ownership. Boathouses or any other non-navigable structures are not allowed in the marina.

11. **TRASH:** All of Lessee's personal trash and debris shall be disposed of by Lessee in the 'Dumpster' located near the Volunteer Landing Marina parking area under the concrete bridge.

I/we certify that I/we have received a copy of these rules and regulations, that I/we have read all of the rules and regulations contained herein prior to affixing my/our signature hereto and that I/we agree to be bound thereby throughout the term of the Lease.

RLA-17283 **R-25-5-401**

COMMISSION

Meeting Date: 05/19/2025

Requested By: Laura Carl, ENGINEERING AND PUBLIC WORKS

Department: ENGINEERING AND PUBLIC WORKS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Joint Funding Agreement with the U.S. Geological Survey in the amount of $73,790.00 with $46,690.00 provided by Knox County and $27,100.00 provided by the U.S. Geological Survey for the operation of stream gaging stations in Knox County for the period beginning July 1, 2025 and ending June 30, 2026.
(Engineering and Public Works)

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY IN THE AMOUNT OF $73,790.00 WITH $46,690.00 PROVIDED BY KNOX COUNTY AND $27,100.00 PROVIDED BY THE U.S. GEOLOGICAL SURVEY FOR THE OPERATION OF STREAM GAGING STATIONS IN KNOX COUNTY FOR THE PERIOD BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026.

RESOLUTION: **R-25-5-401**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County and the U.S. Geological Survey, Lower Mississippi-Gulf Water Science Center, United States Department of the Interior, desire to enter into a joint funding agreement for the operation of stream gaging stations in Knox County for the period beginning July 1, 2025 and ending June 30, 2026; and

WHEREAS, the total cost of operating the stream gaging stations for said period is $73,790.00 with Knox County responsible for the amount of $46,690.00 and the U.S. Geological Survey responsible for $27,100.00 under the agreement; and

WHEREAS, the operation of gaging stations is required for Knox County's compliance with state and federal permits; and

WHEREAS, the proposed Joint Funding Agreement sets forth the terms and conditions for the operation and maintenance of the stream gaging stations.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Joint Funding Agreement with the U.S. Geological Survey for the operation of stream gaging stations in Knox County for the period beginning July 1, 2025 and ending June 30, 2026 is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Joint Funding Agreement with the U.S. Geological Survey for the operation of stream gaging stations in Knox County for the period beginning July 1, 2025 and ending June 30, 2026 shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Lower Mississippi-Gulf Water Science Center
640 Grassmere Park, Suite 100
Nashville, TN 37211

May 1, 2025

Quinn Cypher
Stormwater Compliance Manager
Knox County
205 West Baxter Avenue
Knoxville, TN 37917

Dear Quinn Cypher:

Enclosed is our standard joint-funding agreement between the U.S. Geological Survey Lower Mississippi-Gulf Water Science Center and Knox County for the operation and maintenance of three full-flow streamgages, one stage only streamgage, and five continuous and approved precipitation gages, during the period July 1, 2025 through June 30, 2026 in the amount of $46,690 from your agency. U.S. Geological Survey contributions for this agreement are $27,100 for a combined total of $73,790.

Federal law requires that we have a signed agreement before we start or continue work. Please sign and return one fully executed copy to My-Chae May at gs-w-lmg_agreements@usgs.gov or 3535 S Sherwood Forest Blvd., Suite 120 Baton Rouge, LA 70816, as soon as possible. If, for any reason, the agreement cannot be signed and returned, please contact Drew Westerman at (501) 516-6399 or email dawester@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact My-Chae May at phone number (225) 298-5481 or email at gs-w-lmg_budget finance team@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Todd Baumann
Acting Director, LMG Water Science Center

Enclosure
25MLJFATNDA077

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001575
Agreement #: 25MLJFATNDA077
Project #: ML009Z5
TIN #: 62-6007979

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of July 1, 2025, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Knox County party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the operation and maintenance of three full-flow streamgages, one stage only stream gage, and five continuous and approved precipitation gages , herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $27,100 by the party of the first part during the period July 1, 2025 to June 30, 2026

(b) $46,690 by the party of the second part during the period July 1, 2025 to June 30, 2026

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001575
Agreement #: 25MLJFATNDA077
Project #: ML009Z5
TIN #: 62-6007979

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name:	Drew Westerman Assistant Director - Data Chief, AR/TN
Address:	401 Hardin Road Little Rock, AR 72211
Telephone:	(501) 516-6399
Fax:	(501) 228-3601
Email:	dawester@usgs.gov

Customer Technical Point of Contact

Name:	Quinn Cypher Stormwater Compliance Manager
Address:	205 West Baxter Avenue Knoxville, TN 37917
Telephone:	(n/a)
Fax:	(n/a)
Email:	Quinn.Cypher@knoxcounty.org

USGS Billing Point of Contact

Name:	My-Chae May Budget Analyst
Address:	3535 South Sherwood Forest Blvd. Suite 120 Baton Rouge, LA 70816
Telephone:	(225) 298-5481
Fax:	(225) 298-5490
Email:	gs-w-lmg_budget finance team@usgs.gov.

Customer Billing Point of Contact

Name:	Quinn Cypher Stormwater Compliance Manager
Address:	205 West Baxter Avenue Knoxville, TN 37917
Telephone:	(n/a)
Fax:	(n/a)
Email:	Quinn.Cypher@knoxcounty.org

U.S. Geological Survey
United States
Department of Interior

Signature

By_____ **Date:** 05/02/2025

Name: Todd Baumann

Title: Acting Director, LMG Water Science Center

Knox County

Signatures

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

RLA-17285 **R-25-5-402**

COMMISSION

Meeting Date:	05/19/2025
Requested By:	Cathy Olsen, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an engineering design contract in the amount of $143,500.00 with Robert G. Campbell & Associates for the Ebenezer Road Bridge and Turn Lanes Project. *(Engineering and Public Works)*

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN ENGINEERING DESIGN CONTRACT IN THE AMOUNT OF $143,500.00 WITH ROBERT G. CAMPBELL & ASSOCIATES FOR THE EBENEZER ROAD BRIDGE AND TURN LANES PROJECT.

RESOLUTION: **R-25-5-402**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County is preparing to begin the Ebenezer Road Bridge and Turn Lanes Project (the "Project"); and

WHEREAS, in furtherance of the Project, Knox County desires to enter into an engineering design contract with Robert G. Campbell & Associates in the amount of $143,500.00 to provide professional engineering services for the Project, which services are further detailed in the attached agreement; and

WHEREAS, the proposed agreement sets forth the terms and conditions under which the services will be provided.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The engineering design contract with Robert G. Campbell & Associates for the Ebenezer Road Bridge and Turn Lanes Project is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the engineering design contract with Robert G. Campbell & Associates for the Ebenezer Road Bridge and Turn Lanes Project shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Robert G. Campbell & Associates

R.G.C.&A.

7523 Taggart Lane
Knoxville, TN 37938
Ph: 865-947-5996
Fax: 865-947-7556

621 Wall Street
Sevierville, TN 37862
Ph: 865-429-4683
Fax: 865-429-4684

April 30, 2025

Mr. Jim Snowden
Knox County Department of Engineering and Public Works
205 West Baxter Avenue
Knoxville, TN 37917

Re: Proposed widening of Ebenezer Road
Project 1 - From Kingston Pike to the Bridge Replacement Project
Project 2 - Proposed Bridge Replacement on Ebenezer Road
Over Ten Mile Creek
Project 3 - The intersection with Stone Fountain Way
Proposal for Survey and Engineering Services
Project No. 25045

Dear Mr. Snowden:

Thank you for considering our firm relative to this project. We propose to develop this project based on the following criteria:

I. Location of Project
The County proposes to retain the Consultant to furnish certain professional service as required to prepare plans and specifications for the Proposed Widening of Ebenezer Road from Kingston Pike to the Bridge Replacement Project, Proposed Bridge Replacement on Ebenezer Road Over Ten Mile Creek and the widening at the intersection with Stone Fountain Way including Preliminary, Right of Way and Construction Plans and the Survey.

II. Scope of Work –
The CONSULTANT agrees to furnish engineering services for the Proposed Widening of Ebenezer Road from Kingston Pike to the Bridge Replacement Project , Proposed Bridge Replacement on Ebenezer Road Over Ten Mile Creek and the widening at the intersection with Stone Fountain Way referenced above including but not necessarily limited to the following tasks:

- Survey and Engineering functions will be performed utilizing Microstation V8i and Geopak software.

Robert G. Campbell & Associates

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Fax: 865-947-7556

621 Wall Street
Sevierville, TN 37862
Ph: 865-429-4683
Fax: 865-429-4684

- Perform field location survey for the project limits to meet current TDOT survey Manual standards. The survey will not be a "phased survey" type but survey functions will be performed as required in the design process.

- The "Survey Summary" outlines many agreed upon specifics including but not limited to:
  Project 1:
  - Widening of Ebenezer Road at the Kingston Pike Intersection = 200 feet
  - Estimated 4 property owners

  Project 2:
  - Widening of Ebenezer Road at the Kingston Pike Intersection = 200 feet
  - Bridge Replacement on Ebenezer Road over Ten Mile Creek = 300 feet
  - Ten Mile Creek Cross Section = 800 feet
  - Estimated 5 property owners

  Project 3:
  - Widening of Ebenezer Road at the Intersection at Stone Fountain Way = 1000 ft.
  - Estimated 6 property owners

- The Design of the Widening of Ebenezer Road for a 130-foot right turn lane and a 150-foot taper.

- Typical Section for Ebenezer Road will be designed according to RD11-TS-1A, Design Standards for Local Roads and Street with 11-foot lanes and 2-foot shoulders.

- The Design of the Bridge Replacement on Ebenezer Road

- Design the Proposed Bridge according to TDOT Specifications and submit the design to TDOT Structures for Hydraulic and Structural Approval.

- Typical Section for Ebenezer Road will be designed according to RD11-TS-1A, Design Standards for Local Roads and Street with 11-foot lanes and 2-foot shoulders.

- Conduct a Hydraulic Analysis along Ten Mile Creek with different runs for the Existing Creek without a bridge, the existing bridge and the proposed bridge, all which will include the Floodway.

Robert G. Campbell & Associates

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Fax: 865-429-4684

- The Design of the Widening of Ebenezer Road at the intersection with Stone Fountain Way for a 550-feet for the left turn lane into Stone Fountain Way.
- Typical Section for Ebenezer Road will be designed according to RD11-TS-1A, Design Standards for Local Roads and Street with 11-foot lanes and 2-foot shoulders.
- The Plans shall comply with the current Tennessee Department of Transportation (TDOT) standards.
- The State's Standard Specifications for Road and Bridge Construction (latest edition) shall constitute the technical specifications for calculations of pay items, testing methods and standards of performance for construction procedures.
- Prepare plans in English at 1"=50' scale and cross sections at 1"=10' scale.
- Prepare Preliminary, Right of Way and Construction Plans to be submitted in PDF format for distribution.
- Assist Knox County in the acquisition of any additional property including preparing Legal Descriptions.
- Assist Knox County in coordinating these projects with utility companies at a pre design meeting as needed.
- Assist Knox County in providing Displays and attending Public Meeting.
- Design both erosion control and traffic control plans to show the need for easements needed for the erosion or traffic control.
- Compile final quantities estimates.
- Provide plans for and attend Preliminary, Right of Way and Construction field review and provide field review reports and effect changes ensuing from the comments. Plans for field review provided on 22" x 34" bond paper or pdfs.
- Revise Plans in accordance to Right of Way or Construction revision request.
- Assist Knox County in the bidding procedure of the Construction Plans.

Robert G. Campbell & Associates

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Knoxville, TN 37938
Ph: 865-947-5996
Fax: 865-947-7556

621 Wall Street
Sevierville, TN 37862
Ph: 865-429-4683
Fax: 865-429-4684

III Fee:

Project 1:
Survey and Design Man-day Estimate using TDOT form is attached and will be used as basis for establishing the Final Cost Proposal for this project

Our fee to provide these services will be **$31,700.00** for the Survey and Design of the Proposed Widening of Ebenezer Road from Kingston Pike to the Bridge Replacement Project.

As you are aware this amount is not to exceed the quoted amount without scope changes. A copy of the design man-day estimate is attached.

Project 2:

Our fee to provide these services will be **$56,200.00** for the Survey and Design of the Proposed Widening of Ebenezer Road from Kingston Pike to the Bridge Replacement Project.

Our fee does not include any Construction Inspection and as you are aware this amount is not to exceed the quoted amount without scope changes.

Project 3:

Survey and Design Man-day Estimate using TDOT form is attached and will be used as basis for establishing the Final Cost Proposal for this project

Our fee to provide these services will be **$55,600.00** for the Survey and Design of the Proposed Widening of Ebenezer Road at the intersection of Stone Fountain Way Project.

As you are aware this amount is not to exceed the quoted amount without scope changes. A copy of the design man-day estimate is attached.

Robert G. Campbell & Associates

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Knoxville, TN 37938
Ph: 865-947-5996
Fax: 865-947-7556

621 Wall Street
Sevierville, TN 37862
Ph: 865-429-4683
Fax: 865-429-4684

If you need further information, please do not hesitate to contact us.

Sincerely,

Robert G. Campbell & Associates

Robert G. Campbell

Upon acceptance of this proposal, please sign one copy and return to our office.

AGREED TO AND ACCEPTED this,

_____ day of _____, 2025.

_____

Contract No.: 25-242

APPROVED AS TO LEGAL FORM

_____

Knox County Law Director Date

Robert G. Campbell & Associates

7523 Taggart Lane
Knoxville, TN 37938
Ph: 865-947-5996
Fax: 865-947-7556

621 Wall Street
Sevierville, TN 37862
Ph: 865-429-4683
Fax: 865-429-4684

CONTRACTOR: **ROBERT G. CAMPBELL & ASSOCIATES (R.G.C.&A.)**

COUNTY: **KNOX COUNTY, TENNESSE**

Independent Contractor. Contractor acknowledges that Contractor and Contractor's employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

Indemnification/Hold Harmless. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents, and employees from all suits, claims, actions, or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

Governing Law; Venue: This Contract shall be exclusively construed, governed, and controlled by the laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this Contract shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.

Termination. The County may terminate this Contract with or without cause upon written notice of not less than thirty days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior written permission of the County.

Payment. The County shall pay the amount owed under this Contract within 30 days after its receipt of the Contractor's invoice for said amount.

Term. This Contract commences as of the last date it is signed by the parties and ends twelve months thereafter.

TENNESSEE DEPARTMENT OF TRANSPORTATION

MANDAY ESTIMATE AND FEE PROPOSAL

For Survey and Design

Project 1 - Ebenezer Road Widening

From Kingston Pike to the Proposed Bridge Replacement

Knox County

Project Identification Number (PIN): <000000.00>

General Comments:

fre

Robert G. Campbell and Assoc., L.P

Greg Green, P.E.

7523 Taggart Lane, Knoxville TN 37938

865-947-5996

865-947-7556

greg.green@rgc-a.com

Prepared By:
Greg Green

Date prepared:
4/85/2025

Project No.:
<00000-0000-00>

TN TDOT Department of Transportation

Version 2.26

SURVEY SUMMARY

TN TDOT Department of Transportation

Route: Project 1 - Ebenezer Rc 4/85/2025
Description: From Kingston Pike to the Proposed Bridge Replacement
County: Knox
Consultant: Robert G. Campbell and Assoc., L.P.
Prepared By: Greg Green
Project No.: <00000-0000-00>

Mainline Project Length: 0.10 (miles)
Number of Sideroads: 1 Length: 0 (feet)
Office Travel Time per day (hrs): 1.00
Crew Travel Time per day (hrs): 1.00
Crew Work per day (hrs): 8

Number of Existing Lanes: 2 Proposed: 3
Number of Driveways/Ramps: 2

Location:
Existing Road: 100% Rural: 0%
New Alignment: 0% Urban: 50%
Business: 50%

Rural Land Character: Woods: 0% Terrain: Flat 0%
Pasture: 100% Rolling: 60%
Cultivated: 0% Hilly: 40%
Mountains: 0%

Distance to Nearest Benchmark: 0.0 miles
Number of Survey Updates 0 R.O.W. Staking:
Iron Pins 0
Aerial Mapping Available: o YES 1 Stake Points 0
◉ NO 2 Stake Points 0

Approximate Obscured Area: 100% Use 100% if no mapping is available.
Proposed DTM Width: 300 (ft)

Geotechnical Staking:
Drainage: Points 0
Approx. Number of Culvert Sites: 1
Number of Bridges: Small: 0 Medium 0 Large: 0

Approx. Number of Property Tracts: 6 Number of Railroad Crossings: 0

Indicate Utilities Present: Elect ☑ Telephone ☑ Cable TV: ☑
Wate ☑ Sewe ☑ Gas: ☑
Fiber Optic ☑ Petroleum Pipeline: ☐

Comments on Difficulty, Conditions or Other Considerations:

INPUT SIDEROADS LT & RT OF CENTERLINE

Sideroad Name	Length (feet)
Total Length	0

Version 2.26

ESTIMATE FOR FIELD SURVEYS

PROJECT DESCRIPTION: Version 2.26

Route: Project 1 - Ebenezer Road Widening
Description: From Kingston Pike to the Proposed Bridge Replacement
County: Knox Prepared By: Greg Green
Consultant: Robert G. Campbell and Assoc., L.P. Date Prepared: 4/85/2025
Project No.: <00000-0000-00>
TOTAL LENGTH(miles): 0.10
OFFICE TRAVEL TIME PER DAY(hrs): 1.00
CREW TRAVEL TIME PER DAY(hrs): 1.00

TN TDOT Department of Transportation

ACTIVITY	PROJECT MANAGER	OFFICE CADD TECH.	PARTY CHIEF	INSTRUMENT MAN	RODMAN	RODMAN	FLAGGER	FLAGGER	
	PM	O	P	I	R	R	F	F	Total
1.Establish & Stake Alignments									
2. Update Survey									
3. Control Traverses	0.1								0.1
4. Set Aerial Control									
5. Bench Levels									
6. Develop Digital Terrain Model	0.1	0.1	0.6	0.6	0.6	0.6			2.6
7. R.O.W.,Deed & Utility Research	0.3	0.2							0.5
8. Property Owner Contact	0.4		0.4						0.8
9. Locate Property & Pres. R.O.W. Lines	0.6	0.6	1.0	1.0	1.0	1.0			5.2
10. Obtain Topo/Verify Aerial		0.1	0.5	0.5	0.5	0.5			2.1
11. Drainage Surveys (Culverts)	0.1	0.1	0.3	0.3	0.3	0.3			1.4
12. Bridge Surveys (bridge details, stream alignment, topo, profile, flood plain sections, high water, etc.									
13. Railroad Surveys									
14. Utilities			0.3	0.3	0.3	0.3			1.2
15. Stake R.O.W. & Easements									
16. Stake Sounding Holes									
17. Note Reduction & other Calculations	0.1								0.1
18. Plot Plan, Profiles, Property Map, Drainage Map, Bridge Survey, Control Point Table, etc.	0.1	0.2							0.3
19. Supervision	0.1								0.1
20. Travel Time (8 HOUR MAN-DAYS)	0.4	0.1	0.4	0.4	0.4	0.4			2.1
TOTALS (8 HOUR MAN-DAYS)	2.3	1.4	3.5	3.1	3.1	3.1			**16.5**

SURVEY MANDAY ESTIMATE

PROJECT DESCRIPTION: Version 2.26

Route: Project 1 - Ebenezer Road Widening
Description: From Kingston Pike to the Proposed Bridge Replacement
County: Knox
Consultant: Robert G. Campbell and Assoc., L.P.
Project No.: <00000-0000-00>
TOTAL LENGTH(miles): 0.07
Date Prepared: 4/85/2025 Prepared By: Greg Green

TN TDOT Department of Transportation

	OFFICE DIFFICULTY	FIELD DIFFICULTY	REMARKS
Align.	0.5	0.5	
Update	1.0	1.0	0 Survey Updates
Control	1.0	0.5	
Aerial	0.0	0.0	0 0 NUMBER HORIZONTAL & NUMBER VERTICAL POINTS
Levels	1.0	1.0	ZERO IF NOT REQUIRED
DTM	1.0	1.0	100% PERCENT SKIPS 300 DTM WIDTH(feet)
Research	1.0	1.0	6 NUMBER OF TRACTS
Contacts	1.0	1.0	
Property	1.0	1.0	DO NOT EDIT THESE CELLS
Topo	1.0	1.0	
Culverts	1.0	1.0	
Bridges	1.0	1.0	0 0 0 NUMBER OF SMALL, MEDIUM, LARGE BRIDGES
RR	1.0	1.0	0 NUMBER OF RR CROSSINGS
Utilities	1.0	1.0	7 Number of Different Utilities Involved
R.O.W.	1.0	1.0	DO NOT EDIT THESE CELLS
Geotech.	1.0	1.0	
	1.0		0 0 0 Number of IP's, 1-stake, 2-stakes
Plotting	1.0		0 Number of Geotechnical Staking Points
	1.0		**144.0** 8 - Hr MD/MILE not including travel
	1.0	1.0	**165.0** 8 - Hr MD/MILE

SURVEY DIRECT LABOR COST

PROJECT DESCRIPTION:
ROUTE: Project 1 - Ebenezer Road Widening
DESCRIPTION: From Kingston Pike to the Proposed Bridge Replacement
COUNTY: Knox
CONSULTANT: Robert G. Campbell and Assoc., L.P. Prepared By: Greg Green
TOTAL LENGTH(miles): 0.10 Date Prepared: 4/85/2025

TN TDOT Department of Transportation

	Abbrv.	Personnel Classification	8 - Hr Man-Days		Approved Hours	Rate Per Hr	Direct Labor	
1	PM	PROJECT MANAGER	2.3		8.0	$ 41.00	$ 754.40	
2	O	OFFICE CADD TECH.	1.4		8.0	$ 32.00	$ 358.40	
3	P	PARTY CHIEF	3.5		8.0	$ 27.00	$ 756.00	
4	I	INSTR. MAN	3.1		8.0	$ 23.00	$ 570.40	
5	R	RODMAN	3.1		8.0	$ 21.00	$ 520.80	
6	R	RODMAN	3.1		8.0	$ 18.00	$ 446.40	
7	F	FLAGGER	0.0		8.0	$ 12.00	$ -	
8	F	FLAGGER	0.0		8.0	$ 12.00	$ -	
		TOTALS	16.5				$ 3,406.40	

Direct Labor Cost Per 8 - Hour Man-Day	$ 206.45

Version 2.26

Version 2.26

SURVEY DIRECT EXPENSES

PROJECT DESCRIPTION:
ROUTE: Project 1 - Ebenezer Road Widening
DESCRIPTION: From Kingston Pike to the Proposed Bridge Replacement
COUNTY: Knox — Prepared By: Greg Green
CONSULTANT: Robert G. Campbell and Asso — Date Prepared: 4/85/2025
TOTAL LENGTH(miles): 0.10 — Project No.: <00000-0000-00>

TN TDOT Department of Transportation

			Item Subtotal	Item Total Cost
Reproduction Costs				
Item Description	Number / Unit	Unit Price		
Xerographic Bond	0	$ -	$ -	
Blueline Fullsize	0	$ -	$ -	
Photo-Copies	0	$ -	$ -	
Deeds	0	$ -	$ -	
		Subtotal		$ -
Travel				
Survey Crew Travel Calculations				
From:				
To:				
Number of Trips	No. of Miles/No. of People	* RATE		
Travel Day Per Diem: 1.00 Man-Days	X 0.00 People X	$ 0.00 Per Day	$ -	
Non Travel Day Per Diem: 3.00 Man-Days	X 0.00 People X	$ 0.00 Per Day	$ -	
Transportation: 4.00 Man-Days	X 40.00 Miles X	$ 0.67 Per Mile	= $ 107.20	
Lodging: 3.00 Nights	X 0.00 People X	$ 0.00 Per Person	$ -	
		Subtotal	= $ 107.20	
Office Personnel Travel Calculations				
From:				
To:				
Number of Trips	No. of Miles/No. of People	* RATE		
Travel Day Per Diem: 0.00 Man-Days	X 0.00 People X	$ 0.00 Per Day	$ -	
Non Travel Day Per Diem: 0.00 Man-Days	X 0.00 People X	$ 0.00 Per Day	$ -	
Transportation: 2.00 Round Trips	X 40.00 Miles X	$ 0.67 Per Mile	= $ 53.60	
Lodging: 0.00 Nights	X 0.00 People X	$ 0.00 Per Person	$ -	
		Subtotal		$ 53.60
Other Expenses				
Item Description	Number / Unit	Unit Price		
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	
		Subtotal		$ -
TOTAL DIRECT EXPENSES				$ 160.80

* Rate must agree with most current State of Tennessee travel regulations.
First and last day of travel must be at the 75% Per Diem Rate.

DESIGN MANDAY ESTIMATE **PAGE A**

TN TDOT Department of Transportation

ROUTE: Project 1 - Ebenezer Road Widening
DESCRIPTION: From Kingston Pike to the Proposed Bridge Replacement
COUNTY: Knox
CONSULTANT: Robert G. Campbell and Assoc., L.P.
Prepared By: Greg Green
Date Prepared: 4/85/2025
Project No.: <00000-0000-00>
Version 2.26

I.	**PROJECT LENGTH**	(enter project length in miles)	0.10	MILES
II.	**TYPICAL SECTIONS**	(enter length of appropriate section or sections)		
	A. NEW ALIGNMENT			
	1. Freeway - Controlled Access	140 M.D./Mile		0.0 MANDAYS
	2. Non - CA (w/shoulders)	140 M.D./Mile		0.0 MANDAYS
	3. Street (curb & gutter)	150 M.D./Mile	0	0.0 MANDAYS
	B. WIDENING			
	1. Freeway - Controlled Access	150 M.D./Mile		0.0 MANDAYS
	2. Rural Roadway (w/shoulders)	140 M.D./Mile	0.11	15.4 MANDAYS
	3. Street (curb & gutter)	155 M.D./Mile		0.0 MANDAYS
	C. MISCELLANEOUS			
	1. Bridge replacement - rural	110 M.D./Mile (min. 75)		0.0 MANDAYS
	2. Bridge replacement - urban	130 M.D./Mile (w/c&g)		0.0 MANDAYS
	TOTAL SECTION II			15.4 MANDAYS
III.	**OTHER FACTORS**	Place X in applicable sections. If over 20 properties/mile, enter actual number of properties/mile in row III-A-5. (Do not mark more than one block per section.)		
	A. PROPERTIES/MILE			
	1. < 8 Tracts/mile	NO CHANGE		0.0 MANDAYS
	2. 8-12 Tracts/mile	ADD 5%		0.0 MANDAYS
	3. 13-16 Tracts/mile	ADD 10%		0.0 MANDAYS
	4. 17-20 Tracts/mile	ADD 15%	20	2.3 MANDAYS
	5. > 20 Tracts/mile	ADD 15% + (1/2%/Tracts >20)		0.0 MANDAYS
	B. TERRAIN			
	1. Mountainous or Rolling with high cuts/fills	ADD 15%		0.0 MANDAYS
	C. PLAN SCALE			
	1. 100 Scale	DEDUCT 10%		0.0 MANDAYS
	2. 50 Scale	NO CHANGE	X	0.0 MANDAYS
	3. 20 Scale	ADD 10%		0.0 MANDAYS
	Subtotal Mandays (page A)			**17.7** MANDAYS

(Place X in adjacent block to remove instructions prior to printing.)

User Notice: It is the user's responsibility to verify information in this program is correct.

DESIGN MANDAY ESTIMATE **PAGE B**

TN TDOT Department of

ROUTE: Project 1 - Ebenezer Road Widening
DESCRIPTION: From Kingston Pike to the Proposed Bridge F[illegible]ent
COUNTY: Knox
CONSULTANT: Robert G. Campbell and Assoc., L.P.
Prepared By: Greg Green
Date Prepared: 4/85/2025
Project No.: <00000-0000-00> Version 2.26

IV. ADDITIONAL FACTORS Note: Consultant to provide supplemental information for items listed below as deemed necessary.			
A. SIDEROADS (Measure from end of radius return)	110 M.D./ Mile	0	0.0 MANDAYS
E. RIGHT-OF-WAY			
1. Prop. ROW calls on Pres. Layout	NO CHANGE		0.0 MANDAYS
2. ROW Detail Sheets Required	2 M.D./ Sheet	1	2.0 MANDAYS
F. PUBLIC INVOLVEMENT			
1. Additional meetings	(enter no. of mandays)	1.5	1.5 MANDAYS
2. Special displays & renderings	(enter no. of mandays)		0.0 MANDAYS
G. DRAINAGE			
1. Retention/Detention Ponds	(enter no. of mandays)		0.0 MANDAYS
2. Special details	(enter no. of mandays)		0.0 MANDAYS
H. EROSION CONTROL PLANS			
1. Additional EC phases	(enter no. of mandays)		0.0 MANDAYS
2. Contour Sheets	5 M.D./Mile	0	0.0 MANDAYS
3. Detention basin design	(enter no. of mandays)		0.0 MANDAYS
4. Special details	(enter no. of mandays)		0.0 MANDAYS
I. PERMITS			
1. Permit drawings	(enter no. of mandays)		0.0 MANDAYS
2. Mitigation plans	(enter no. of mandays)		0.0 MANDAYS
3. Revisions to plans	(enter no. of mandays)		0.0 MANDAYS
J. GEOLOGY			
1. Retaining Wall Concept sheets	(enter no. of mandays)		0.0 MANDAYS
2. Soils and Geology sheets	(enter no. of mandays)		0.0 MANDAYS
K. TRAFFIC CONTROL PLANS			
1. Complex traffic control design (See Note 1)	(enter no. of mandays)		0.0 MANDAYS
L. INTERCHANGES			
1. Length of ramps (Length being start of separate profile)	100 M.D./ Mile		0.0 MANDAYS
2. Urban interchange design	(enter no. of mandays)		0.0 MANDAYS
M. NO. OF CONSTRUCTION PROJECTS			
1. One construction project	NO CHANGE		0.0 MANDAYS
2. Additional construction projects	20 M.D./ Project		0.0 MANDAYS
N. MISCELLANEOUS FACTORS			
1. Signal Design	(enter no. of mandays)		0.0 MANDAYS
2. Lighting Design	(enter no. of mandays)		0.0 MANDAYS
3. Signing Design	(enter no. of mandays)		0.0 MANDAYS
4. Constructability Reviews	(enter no. of mandays)		0.0 MANDAYS
5. Utility Coorination	(enter no. of mandays)	1	1.0 MANDAYS
	(enter no. of mandays)		0.0 MANDAYS
	(enter no. of mandays)		0.0 MANDAYS
Subtotal Mandays (page B)			**4.5** MANDAYS
Subtotal Mandays (page A)			**17.7** MANDAYS
VI. **TOTAL MANDAYS**			**22.2** MANDAYS

(Place X in adjacent block to remove instructions prior to printing.)

1 - Not to be used without pre-approval by Assistant Director.
2 - Mandays for signal, lighting, and signing design, if applicaple, must be pre-approved.
A separate proposal is to be submitted for review by the appropriate TDOT personnel.

User Notice: It is the user's responsibility to verify information in this program is correct.

LABOR RATES

ROUTE:	Project 1 - Ebenezer Roa	Project No.:	<00000-0000-00>
DESCRIPTION:	From Kingston Pike to the	PIN No.:	<000000.00>
COUNTY:	Knox		
CONSULTANT:	Greg Green		
Prepared By:	Greg Green		
Date Prepared:	4/85/2025		

TN TDOT Department of Transportation

This sheet calculates the average mandays, labor cost, and average manday rate for each phase of a project.
In the shaded blocks, enter the manday rate for each classification of personnel and the estimated percentage for both the total project and the individual phases.
Boxes that are not applicable should be left blank.

Version 2.26

PERSONNEL	MANDAY RATE
PROJECT MANAGER	$ 410.00
PROJECT ENGINEER	$ 390.00
ENGINEER	$ 360.00
CADD TECHNICIAN	$ 300.00
CAD DRAFTER	$ 240.00

TOTAL MANDAYS	22.20 M.D.

PERCENTAGE OF TOTAL PROJECT	
PRELIMINARY PLANS	25.0 %
RIGHT-OF-WAY PLANS	55.0 %
CONSTRUCTION PLANS	20.0 %
TOTAL PROJECT	100.0 %

PRELIMINARY PLANS	25.0 % OF TOTAL PROJECT			
		MANDAYS	LABOR COSTS	
PROJECT MANAGER	10.0 % PREL. PLANS	0.6 M.D.	$	246.00
PROJECT ENGINEER	35.0 % PREL. PLANS	1.9 M.D.	$	741.00
ENGINEER	35.0 % PREL. PLANS	1.9 M.D.	$	684.00
CADD TECHNICIAN	10.0 % PREL. PLANS	0.6 M.D.	$	180.00
CAD DRAFTER	10.0 % PREL. PLANS	0.6 M.D.	$	144.00
	100.0 %			
TOTALS PRELIMINARY PLANS		5.6 M.D.	$	1,995.00
PRELIMINARY PLANS AVERAGE RATE PER MANDAY			$	356.25

RIGHT-OF-WAY PLANS	55.0 % OF TOTAL PROJECT			
		MANDAYS	LABOR COSTS	
PROJECT MANAGER	10.0 % R.O.W. PLANS	1.2 M.D.	$	492.00
PROJECT ENGINEER	35.0 % R.O.W. PLANS	4.3 M.D.	$	1,677.00
ENGINEER	35.0 % R.O.W. PLANS	4.3 M.D.	$	1,548.00
CADD TECHNICIAN	10.0 % R.O.W. PLANS	1.2 M.D.	$	360.00
CAD DRAFTER	10.0 % R.O.W. PLANS	1.2 M.D.	$	288.00
	100.0 %			
TOTALS RIGHT-OF-WAY PLANS		12.2 M.D.	$	4,365.00
RIGHT-OF-WAY PLANS AVERAGE RATE PER MANDAY			$	357.79

CONSTRUCTION PLANS	20.0 % OF TOTAL PROJECT			
		MANDAYS	LABOR COSTS	
PROJECT MANAGER	10.0 % CONST. PLANS	0.4 M.D.	$	164.00
PROJECT ENGINEER	35.0 % CONST. PLANS	1.6 M.D.	$	624.00
ENGINEER	35.0 % CONST. PLANS	1.6 M.D.	$	576.00
CADD TECHNICIAN	10.0 % CONST. PLANS	0.4 M.D.	$	120.00
CAD DRAFTER	10.0 % CONST. PLANS	0.4 M.D.	$	96.00
	100.0 %			
TOTAL MANDAYS CONSTRUCTION PLANS		4.4 M.D.	$	1,580.00
CONSTRUCTION PLANS AVG. RATE PER MANDAY			$	359.09

TOTAL LABOR COSTS	$	7,940.00
AVERAGE RATE PER MANDAY	$	357.66

☐ (Place X in adjacent block to remove instructions prior to printing.)

DESIGN DIRECT EXPENSES					TN TDOT Department of Transportation	Version 2.26
ROUTE:		Project 1 - Ebenezer Road	Project No.:		<00000-0000-00>	
DESCRIPTION:		From Kingston Pike to the F	PIN No.:		<000000.00>	
COUNTY:		Knox				
CONSULTANT:		Robert G. Campbell and Assoc., L.P.				
Prepared By:		Greg Green				
Date Prepared:		4/85/2025				
					Item Subtotal	Item Total Cost
Reproduction Costs:						
			(Enter quantity and unit price)			
		Item Description	Number / Unit	Unit Price		
		Photo-copies			$ -	
		Full size bond	0	$ 0.80	$ -	
		Half size bond	0	$ 0.25	$ -	
		Full size vellum			$ -	
		Half size vellum			$ -	
		Full size mylar			$ -	$ -
Travel:						
			(Enter number of trips, people or milage, and rate)			
		Number of Trips	No. of Miles/No. of People	RATE *		
Per Diem (75%)				$ 0.00 Per Day	$ -	
Per Diem				$ 0.00 Per Day	$ -	
Transportation		2.00 Round Trips	X 40.00 Miles X	$ 0.47 Per Day	= $ 37.60	
Lodging				$ 0.00 Per Person	$ -	$ 37.60
		* Rate must agree with most current State of Tennessee travel regulations.				
		First and last day of travel must be at the 75% Per Diem Rate.				
Other Expenses:						
			(Enter description, number and unit price.)			
		Item Description	Number / Unit	Unit Price		
			0	$ -	$ -	
			0	$ -	$ -	
			0	$ -	$ -	
			0	$ -	$ -	
			0	$ -	$ -	
			0	$ -	$ -	
			0	$ -	$ -	$ -
			TOTAL DIRECT EXPENSES			$ 37.60
	(Place X in adjacent box if allocation of direct expenses is to be different than total project allocation percentage.)					
		DIRECT EXPENSES PRELIMINARY PLANS		25.0 %		$ 9.40
		DIRECT EXPENSES RIGHT-OF-WAY PLAN		55.0 %		$ 20.68
		DIRECT EXPENSES CONSTRUCTION PLANS		20.0 %		$ 7.52
				100.0 %		
	(Place X in box to remove instructions prior to printing.					
	(Do not edit or place data in these cells.)					

FEE PROPOSAL

ROUTE:	Project 1 - Ebenezer Road Widening	Project No.:	<00000-0000-00>
DESCRIPTION:	From Kingston Pike to the Proposed Bridge Replace	PIN No.:	<000000.00>
COUNTY:	Knox		
CONSULTANT:	Robert G. Campbell and Assoc., L.P.		
Prepared By:	Greg Green		
Date Prepared:	4/85/2025		

TN TDOT Department of Transportation

COMPLETE SURVEY SHEETS FIRST IF SURVEY IS INCLUDED IN THE CONTRACT.
PROCEED WITH FEE PROPOSAL IF SURVEY IS NOT INCLUDED.

This sheet perfoms fee proposal calculations for each phase of the project and total project. Net Fee is computed by Net Fee Calculator

Enter the appropriate overhead rate & fill in shaded boxes that apply for each phase. Version 2.26

Data For Fee Calculations

Overhead Rate = **150.00%** **

** **(State Project Maximum overhead rate = 145%)**

** **(Federal Project Maximum overhead rate per External Audit Report)**

Design Direct Labor =	$	7,940.00
Survey Direct Labor =	$	3,406.40
Total Direct Labor =	$	11,346.40

Net Fee (Refer to "Net Fee Calculator") **12%** Use 12% Net Fee for supplements to contracts executed prior to 11/01/2016

(Place X in adjacent box to remove instructions prior to printing.)

SURVEYS

1	Direct Labor				=	$	3,406.40
2	Overhead	(Overhead Rate =	1.5000	)	=	$	5,109.60
	(Overhead rate X direct labor)						
3	**Subtotal 1 + 2**				=	$	8,516.00
4	Net Fee = 12%		(Rounded to nearest $10.)		=	$	960.00
	(Direct labor X 2.35 X 0.NF)						
5	**Subtotal 3 + 4**				=	$	9,476.00
6	Direct Expense				=	$	160.80
7	Premium Labor				=	$	-
	(Premium Labor is only eligible if the survey crew works greater than a 40 hour work week.)						
8	**Total Survey**				=	$	9,636.80
	(Total 5 + 6 + 7)						

							Version 2.26	
Preliminary Design								
1	Direct Labor				=	$	1,995.00	
2	Overhead		(Overhead Rate =	1.5000)	=	$	2,992.50	
	(Overhead rate X direct labor)							
3		**Subtotal 1 + 2**			=	$	4,987.50	
4	Net Fee =	12.0%		(Rounded to nearest $10.)	=	$	560.00	
	(Direct labor X 2.35 X 0.NF)							
5		**Subtotal 3 + 4**			=	$	5,547.50	
6	Direct Expense				=	$	9.40	
7	Premium Labor				=	$	-	
8		**Total Preliminary Plans**			=	$	5,556.90	
		(Total 5 + 6 + 7)						
Right-of-Way Design								
1	Direct Labor				=	$	4,365.00	
2	Overhead		(Overhead Rate =	1.5000)	=	$	6,547.50	
	(Overhead rate X direct labor)							
3		**Subtotal 1 + 2**			=	$	10,912.50	
4	Net Fee =	12.0%		(Rounded to nearest $10.)	=	$	1,230.00	
	(Direct labor X 2.35 X 0.NF)							
5		**Subtotal 3 + 4**			=	$	12,142.50	
6	Direct Expense				=	$	20.68	
7	Premium Labor				=	$	-	
8		**Total Right-of-Way Plans**			=	$	12,163.18	
		(Total 5 + 6 + 7)						

Version 2.26

Construction Design

1	Direct Labor				=	$ 1,580.00
2	Overhead		(Overhead Rate =	1.5000)	=	$ 2,370.00
	(Overhead rate X direct labor)					
3		**Subtotal 1 + 2**			=	$ 3,950.00
4	Net Fee =	12.0%		(Rounded to nearest $10.)	=	$ 450.00
	(Direct labor X 2.35 X 0.NF)					
5		**Subtotal 3 + 4**			=	$ 4,400.00
6	Direct Expense				=	$ 7.52
7	Premium Labor				=	$ -
8		**Total Construction Plans**			=	$ 4,407.52
		(Total 5 + 6 + 7)				

Total Project

1	Direct Labor				=	$ 11,346.40
	(Sum of Survey, Prel., R.O.W., & Const. Direct Labor)					
2	Overhead		(Overhead Rate =	1.5000)	=	$ 17,019.60
	(Overhead rate X direct labor)					
3		**Subtotal 1 + 2**			=	$ 28,366.00
4	Net Fee =	12.0%		(Rounded to nearest $10.)	=	$ 3,200.00
	(Sum of Survey, Prel., R.O.W., & Const. Net Fee)					
5		**Subtotal 3 + 4**			=	$ 31,566.00
6	Direct Expense		(Itemize and attach)		=	$ 198.40
	(Sum of Survey, Prel., R.O.W., & Const. Direct Expenses)					
7	Premium Labor				=	$ -
	(Sum of Survey, Prel., R.O.W., & Const. Premium Labor)					
8		**Total Project**			=	$ 31,764.40
		(Total 5 + 6 + 7)				

Total Contract	$ 31,764.40

DESIGN COST PER MILE	$ 220,900.00
SURVEY COST PER MILE	$ 94,760.00
TOTAL COST PER MILE	$ 315,660.00

FEE PROPOSAL SUMMARY

ROUTE: Project 1 - Ebenezer Road Widening Project No.: <00000-0000-00>
DESCRIPTION: From Kingston Pike to the Proposed Brid PIN No.: <000000.00>
COUNTY: Knox
CONSULTANT: Robert G. Campbell and Assoc., L.P.
Prepared By: Greg Green
Date Prepared: 4/85/2025
mark the appropriate box below an values for the initial ceiling will be calculated.

TN TDOT Department of Transportation

Version 2.26

Survey Fee Proposal Summary

	Direct Labor	Overhead	Subtotal Direct Labor & Overhead	Net Fee	Subtotal Direct Labor, Overhead, & Net Fee	Direct Expense	Premium Labor	Total Phase
SURVEY	$ 3,406.40	$ 5,109.60	$ 8,516.00	$ 960.00	$ 9,476.00	$ 160.80	$ -	$ 9,636.80

Design Fee Proposal Summary

	Direct Labor	Overhead	Subtotal Direct Labor & Overhead	Net Fee	Subtotal Direct Labor, Overhead, & Net Fee	Direct Expense	Premium Labor	Total Phase
PRELIMINARY PLANS	$ 1,995.00	$ 2,992.50	$ 4,987.50	$ 560.00	$ 5,547.50	$ 9.40	$ -	$ 5,556.90
RIGHT-OF-WAY PLANS	$ 4,365.00	$ 6,547.50	$ 10,912.50	$ 1,230.00	$ 12,142.50	$ 20.68	$ -	$ 12,163.18
Subtotal Preliminary & Right-of-Way Plans	**$ 6,360.00**	**$ 9,540.00**	**$ 15,900.00**	**$ 1,790.00**	**$ 17,690.00**	**$ 30.08**	**$ -**	**$ 17,720.08**
CONSTRUCTION PLANS	$ 1,580.00	$ 2,370.00	$ 3,950.00	$ 450.00	$ 4,400.00	$ 7.52	$ -	$ 4,407.52
Subtotal Preliminary, R.O.W., & Construction Plans	**$ 7,940.00**	**$ 11,910.00**	**$ 19,850.00**	**$ 2,240.00**	**$ 22,090.00**	**$ 37.60**	**$ -**	**$ 22,127.60**

Total Survey & Design	**$ 11,346.40**	**$ 17,019.60**	**$ 28,366.00**	**$ 3,200.00**	**$ 31,566.00**	**$ 198.40**	**$ -**	**$ 31,764.40**

(Place a X in appropriate box indicating the point of the initial contract ceiling. Only one (1) block should have an X placed.)
(Note: (Survey thru Const. Plans) can be checked if no initial contract ceiling is to be set.)

- [ ] Survey
- [ ] Survey thru Prel. Plans
- [ ] Survey thru R.O.W. Plans
- [x] Survey thru Const. Plans
- [ ] Prel. Plans
- [ ] Prel & R.O.W. Plans
- [ ] Prel. Thru Const. Plans

INITIAL CONTRACT CEILING

	Direct Labor	Overhead	Subtotal Direct Labor & Overhead	Net Fee	Subtotal Direct Labor, Overhead, & Net Fee	Direct Expense	Premium Labor	Total Ceiling
Contract will initially be authorized for: **Survey thru Const. Plans**	$ 11,346.40	$ 17,019.60	$ 28,366.00	$ 3,200.00	$ 31,566.00	$ 198.40	$ -	$ 31,764.40

- [ ] (Place X in adjacent box to remove instructions prior to printing.)

TENNESSEE DEPARTMENT OF TRANSPORTATION

MANDAY ESTIMATE AND FEE PROPOSAL

For Survey and Design

Project 3 - Ebenezer Road Widening

Intersection with Stone Fountain Way

Knox County

Project Identification Number (PIN): <000000.00>

General Comments:

fre

Robert G. Campbell and Assoc., L.P

Greg Green, P.E.

7523 Taggart Lane, Knoxville TN 37938

865-947-5996

865-947-7556

greg.green@rgc-a.com

Prepared By:
Greg Green

Date prepared:
4/85/2025

Project No.:
<00000-0000-00>

TN TDOT Department of Transportation

Version 2.26

SURVEY SUMMARY

TN TDOT Department of Transportation

Route: Project 3 - Ebenezer Rc 4/85/2025
Description: Intersection with Stone Fountain Way
County: Knox
Consultant: Robert G. Campbell and Assoc., L.P.
Prepared By: Greg Green
Project No.: <00000-0000-00>

Mainline Project Length: 0.20 (miles)
Number of Sideroads: 1 Length: 300 (feet)
Office Travel Time per day (hrs): 1.00
Crew Travel Time per day (hrs): 1.00
Crew Work per day (hrs): 8

Number of Existing Lanes: 2 Proposed: 3
Number of Driveways/Ramps: 2

Location:
Existing Road: 100% Rural: 50%
New Alignment: 0% Urban: 50%
Business: 0%

Rural Land Character: Woods: 0% Terrain: Flat 0%
Pasture: 100% Rolling: 60%
Cultivated: 0% Hilly: 40%
Mountains: 0%

Distance to Nearest Benchmark: 0.0 miles
Number of Survey Updates 0
R.O.W. Staking:
Iron Pins 0
Aerial Mapping Available: o YES 1 Stake Points 0
◉ NO 2 Stake Points 0

Approximate Obscured Area: 100% Use 100% if no mapping is available.
Proposed DTM Width: 300 (ft)

Geotechnical Staking:
Drainage: Points 0
Approx. Number of Culvert Sites: 2
Number of Bridges: Small: 0 Medium 0 Large: 0

Approx. Number of Property Tracts: 6 Number of Railroad Crossings: 0

Indicate Utilities Present: Elect ☑ Telephone ☑ Cable TV: ☑
Water ☑ Sewe ☑ Gas: ☑
Fiber Optic ☑ Petroleum Pipeline: ☐

Comments on Difficulty, Conditions or Other Considerations:

INPUT SIDEROADS LT & RT OF CENTERLINE

Sideroad Name	Length (feet)
Stone Fountain Road	300
Total Length	300

Version 2.26

ESTIMATE FOR FIELD SURVEYS

PROJECT DESCRIPTION: Version 2.26

Route: Project 3 - Ebenezer Road Widening
Description: Intersection with Stone Fountain Way
County: Knox Prepared By: Greg Green
Consultant: Robert G. Campbell and Assoc., L.P. Date Prepared: 4/85/2025
Project No.: <00000-0000-00>
TOTAL LENGTH(miles): 0.23
OFFICE TRAVEL TIME PER DAY(hrs): 1.00
CREW TRAVEL TIME PER DAY(hrs): 1.00

TN TDOT Department of Transportation

ACTIVITY	PROJECT MANAGER	OFFICE CADD TECH.	PARTY CHIEF	INSTRUMENT MAN	RODMAN	RODMAN	FLAGGER	FLAGGER	
	PM	O	P	I	R	R	F	F	Total
1.Establish & Stake Alignments									
2. Update Survey									
3. Control Traverses	0.1		0.1	0.1	0.1	0.1			0.5
4. Set Aerial Control									
5. Bench Levels									
6. Develop Digital Terrain Model	0.1	0.2	1.3	1.3	1.3	1.3			5.5
7. R.O.W.,Deed & Utility Research	0.3	0.2							0.5
8. Property Owner Contact	0.4		0.4						0.8
9. Locate Property & Pres. R.O.W. Lines	0.6	0.6	1.0	1.0	1.0	1.0			5.2
10. Obtain Topo/Verify Aerial	0.1	0.2	1.1	1.1	1.1	1.1			4.7
11. Drainage Surveys (Culverts)	0.1	0.1	0.5	0.5	0.5	0.5			2.2
12. Bridge Surveys (bridge details, stream alignment, topo, profile, flood plain sections, high water, etc.									
13. Railroad Surveys									
14. Utilities		0.1	0.6	0.6	0.6	0.6			2.5
15. Stake R.O.W. & Easements									
16. Stake Sounding Holes									
17. Note Reduction & other Calculations	0.2								0.2
18. Plot Plan, Profiles, Property Map, Drainage Map, Bridge Survey, Control Point Table, etc.	0.1	0.4							0.5
19. Supervision	0.2								0.2
20. Travel Time (8 HOUR MAN-DAYS)	0.4	0.1	0.7	0.7	0.7	0.7			3.3
TOTALS (8 HOUR MAN-DAYS)	2.6	1.9	5.7	5.3	5.3	5.3			**26.1**

SURVEY MANDAY ESTIMATE

PROJECT DESCRIPTION: Version 2.26

Route: Project 3 - Ebenezer Road Widening
Description: Intersection with Stone Fountain Way
County: Knox
Consultant: Robert G. Campbell and Assoc., L.P.
Project No.: <00000-0000-00>
TOTAL LENGTH(miles): 0.23
Date Prepared: 4/85/2025 Prepared By: Greg Green

TN TDOT Department of Transportation

	OFFICE DIFFICULTY	FIELD DIFFICULTY	REMARKS
Align.	0.5	0.5	
Update	1.0	1.0	0 Survey Updates
Control	1.0	0.5	
Aerial	0.0	0.0	0 0 NUMBER HORIZONTAL & NUMBER VERTICAL POINTS
Levels	1.0	1.0	ZERO IF NOT REQUIRED
DTM	1.0	1.0	100% PERCENT SKIPS 300 DTM WIDTH(feet)
Research	1.0	1.0	6 NUMBER OF TRACTS
Contacts	1.0	1.0	
Property	1.0	1.0	DO NOT EDIT THESE CELLS
Topo	1.0	1.0	
Culverts	1.0	1.0	
Bridges	1.0	1.0	0 0 0 NUMBER OF SMALL, MEDIUM, LARGE BRIDGES
RR	1.0	1.0	0 NUMBER OF RR CROSSINGS
Utilities	1.0	1.0	7 Number of Different Utilities Involved
R.O.W.	1.0	1.0	DO NOT EDIT THESE CELLS
Geotech.	1.0	1.0	
	1.0		0 0 0 Number of IP's, 1-stake, 2-stakes
Plotting	1.0		0 Number of Geotechnical Staking Points
	1.0		**114.0** 8 - Hr MD/MILE not including travel
	1.0	1.0	**130.5** 8 - Hr MD/MILE

SURVEY DIRECT LABOR COST

PROJECT DESCRIPTION:
ROUTE: Project 3 - Ebenezer Road Widening
DESCRIPTION: Intersection with Stone Fountain Way
COUNTY: Knox
CONSULTANT: Robert G. Campbell and Assoc., L.P.
TOTAL LENGTH(miles): 0.26

Prepared By: Greg Green
Date Prepared: 4/85/2025

TN TDOT Department of Transportation

	Abbrv.	Personnel Classification	8 - Hr Man-Days		Approved Hours	Rate Per Hr	Direct Labor	
1	PM	PROJECT MANAGER	2.6		8.0	$ 41.00	$ 852.80	
2	O	OFFICE CADD TECH.	1.9		8.0	$ 32.00	$ 486.40	
3	P	PARTY CHIEF	5.7		8.0	$ 27.00	$ 1,231.20	
4	I	INSTR. MAN	5.3		8.0	$ 23.00	$ 975.20	
5	R	RODMAN	5.3		8.0	$ 21.00	$ 890.40	
6	R	RODMAN	5.3		8.0	$ 18.00	$ 763.20	
7	F	FLAGGER	0.0		8.0	$ 12.00	$ -	
8	F	FLAGGER	0.0		8.0	$ 12.00	$ -	
		TOTALS	26.1				$ 5,199.20	

Direct Labor Cost Per 8 - Hour Man-Day	$ 199.20

Version: 2.26

Version 2.26

SURVEY DIRECT EXPENSES

PROJECT DESCRIPTION:
ROUTE: Project 3 - Ebenezer Road Widening
DESCRIPTION: Intersection with Stone Fountain Way
COUNTY: Knox
CONSULTANT: Robert G. Campbell and Asso
TOTAL LENGTH(miles): 0.26

Prepared By: Greg Green
Date Prepared: 4/85/2025
Project No.: <00000-0000-00>

TN TDOT Department of Transportation

			Item Subtotal	Item Total Cost
Reproduction Costs				
Item Description	Number / Unit	Unit Price		
Xerographic Bond	0	$ -	$ -	
Blueline Fullsize	0	$ -	$ -	
Photo-Copies	0	$ -	$ -	
Deeds	0	$ -	$ -	
			Subtotal	$ -
Travel				
Survey Crew Travel Calculations				
From:				
To:				
Number of Trips	No. of Miles/No. of People	* RATE		
Travel Day Per Diem: 2.00 Man-Days	X 0.00 People X	$ 0.00 Per Day	$ -	
Non Travel Day Per Diem: 5.00 Man-Days	X 0.00 People X	$ 0.00 Per Day	$ -	
Transportation: 6.00 Man-Days	X 40.00 Miles X	$ 0.67 Per Mile	= $ 160.80	
Lodging: 5.00 Nights	X 0.00 People X	$ 0.00 Per Person	$ -	
			Subtotal	= $ 160.80
Office Personnel Travel Calculations				
From:				
To:				
Number of Trips	No. of Miles/No. of People	* RATE		
Travel Day Per Diem: 0.00 Man-Days	X 0.00 People X	$ 0.00 Per Day	$ -	
Non Travel Day Per Diem: 0.00 Man-Days	X 0.00 People X	$ 0.00 Per Day	$ -	
Transportation: 2.00 Round Trips	X 40.00 Miles X	$ 0.67 Per Mile	= $ 53.60	
Lodging: 0.00 Nights	X 0.00 People X	$ 0.00 Per Person	$ -	
			Subtotal	$ 53.60
Other Expenses				
Item Description	Number / Unit	Unit Price		
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	
			Subtotal	$ -
TOTAL DIRECT EXPENSES				$ 214.40

* Rate must agree with most current State of Tennessee travel regulations.
First and last day of travel must be at the 75% Per Diem Rate.

DESIGN MANDAY ESTIMATE **PAGE A**

TN TDOT Department of Transportation

ROUTE:	Project 3 - Ebenezer Road Widening
DESCRIPTION:	Intersection with Stone Fountain Way
COUNTY:	Knox
CONSULTANT:	Robert G. Campbell and Assoc., L.P.
Prepared By:	Greg Green
Date Prepared:	4/85/2025
Project No.:	<00000-0000-00>

Version 2.26

I. **PROJECT LENGTH**	(enter project length in miles)	0.15	MILES

II. **TYPICAL SECTIONS**	(enter length of appropriate section or sections)		
A. NEW ALIGNMENT			
1. Freeway - Controlled Access	140 M.D./Mile		0.0 MANDAYS
2. Non - CA (w/shoulders)	140 M.D./Mile		0.0 MANDAYS
3. Street (curb & gutter)	150 M.D./Mile	0	0.0 MANDAYS
B. WIDENING			
1. Freeway - Controlled Access	150 M.D./Mile		0.0 MANDAYS
2. Rural Roadway (w/shoulders)	140 M.D./Mile	0.15	21.0 MANDAYS
3. Street (curb & gutter)	155 M.D./Mile		0.0 MANDAYS
C. MISCELLANEOUS			
1. Bridge replacement - rural	110 M.D./Mile (min. 75)		0.0 MANDAYS
2. Bridge replacement - urban	130 M.D./Mile (w/c&g)		0.0 MANDAYS
TOTAL SECTION II			21.0 MANDAYS

III. **OTHER FACTORS**	Place X in applicable sections. If over 20 properties/mile, enter actual number of properties/mile in row III-A-5. (Do not mark more than one block per section.)		
A. PROPERTIES/MILE			
1. < 8 Tracts/mile	NO CHANGE		0.0 MANDAYS
2. 8-12 Tracts/mile	ADD 5%		0.0 MANDAYS
3. 13-16 Tracts/mile	ADD 10%		0.0 MANDAYS
4. 17-20 Tracts/mile	ADD 15%	20	3.2 MANDAYS
5. > 20 Tracts/mile	ADD 15% + (1/2%/Tracts >20)		0.0 MANDAYS
B. TERRAIN			
1. Mountainous or Rolling with high cuts/fills	ADD 15%		0.0 MANDAYS
C. PLAN SCALE			
1. 100 Scale	DEDUCT 10%		0.0 MANDAYS
2. 50 Scale	NO CHANGE	X	0.0 MANDAYS
3. 20 Scale	ADD 10%		0.0 MANDAYS

Subtotal Mandays (page A)	**24.2** MANDAYS

(Place X in adjacent block to remove instructions prior to printing.)

User Notice: It is the user's responsibility to verify information in this program is correct.

DESIGN MANDAY ESTIMATE **PAGE B**

TN TDOT Department of Transportation

ROUTE:	Project 3 - Ebenezer Road Widening
DESCRIPTION:	Intersection with Stone Fountain Way
COUNTY:	Knox
CONSULTANT:	Robert G. Campbell and Assoc., L.P.
Prepared By:	Greg Green
Date Prepared:	4/85/2025
Project No.:	<00000-0000-00>

Version 2.26

IV. ADDITIONAL FACTORS Note: Consultant to provide supplemental information for items listed below as deemed necessary.			
A. SIDEROADS (Measure from end of radius return)	110 M.D./ Mile	0.1	11.0 MANDAYS
E. RIGHT-OF-WAY			
1. Prop. ROW calls on Pres. Layout	NO CHANGE		0.0 MANDAYS
2. ROW Detail Sheets Required	2 M.D./ Sheet	1	2.0 MANDAYS
F. PUBLIC INVOLVEMENT			
1. Additional meetings	(enter no. of mandays)	2	2.0 MANDAYS
2. Special displays & renderings	(enter no. of mandays)		0.0 MANDAYS
G. DRAINAGE			
1. Retention/Detention Ponds	(enter no. of mandays)		0.0 MANDAYS
2. Special details	(enter no. of mandays)		0.0 MANDAYS
H. EROSION CONTROL PLANS			
1. Additional EC phases	(enter no. of mandays)		0.0 MANDAYS
2. Contour Sheets	5 M.D./Mile	0	0.0 MANDAYS
3. Detention basin design	(enter no. of mandays)		0.0 MANDAYS
4. Special details	(enter no. of mandays)		0.0 MANDAYS
I. PERMITS			
1. Permit drawings	(enter no. of mandays)		0.0 MANDAYS
2. Mitigation plans	(enter no. of mandays)		0.0 MANDAYS
3. Revisions to plans	(enter no. of mandays)		0.0 MANDAYS
J. GEOLOGY			
1. Retaining Wall Concept sheets	(enter no. of mandays)		0.0 MANDAYS
2. Soils and Geology sheets	(enter no. of mandays)		0.0 MANDAYS
K. TRAFFIC CONTROL PLANS			
1. Complex traffic control design (See Note 1)	(enter no. of mandays)		0.0 MANDAYS
L. INTERCHANGES			
1. Length of ramps (Length being start of separate profile)	100 M.D./ Mile		0.0 MANDAYS
2. Urban interchange design	(enter no. of mandays)		0.0 MANDAYS
M. NO. OF CONSTRUCTION PROJECTS			
1. One construction project	NO CHANGE		0.0 MANDAYS
2. Additional construction projects	20 M.D./ Project		0.0 MANDAYS
N. MISCELLANEOUS FACTORS			
1. Signal Design	(enter no. of mandays)		0.0 MANDAYS
2. Lighting Design	(enter no. of mandays)		0.0 MANDAYS
3. Signing Design	(enter no. of mandays)		0.0 MANDAYS
4. Constructability Reviews	(enter no. of mandays)		0.0 MANDAYS
5. Utility Coorination	(enter no. of mandays)	2	2.0 MANDAYS
	(enter no. of mandays)		0.0 MANDAYS
	(enter no. of mandays)		0.0 MANDAYS
Subtotal Mandays (page B)			**17.0** MANDAYS
Subtotal Mandays (page A)			**24.2** MANDAYS
VI. **TOTAL MANDAYS**			**41.2** MANDAYS

(Place X in adjacent block to remove instructions prior to printing.)

1 - Not to be used without pre-approval by Assistant Director.
2 - Mandays for signal, lighting, and signing design, if applicable, must be pre-approved.
A separate proposal is to be submitted for review by the appropriate TDOT personnel.

User Notice: It is the user's responsibility to verify information in this program is correct.

LABOR RATES

ROUTE:	Project 3 - Ebenezer Roa	Project No.:	<00000-0000-00>
DESCRIPTION:	Intersection with Stone Fe	PIN No.:	<000000.00>
COUNTY:	Knox		
CONSULTANT:	Greg Green		
Prepared By:	Greg Green		
Date Prepared:	4/85/2025		

TN TDOT Department of Transportation

This sheet calculates the average mandays, labor cost, and average manday rate for each phase of a project.
In the shaded blocks, enter the manday rate for each classification of personnel and the estimated percentage for both the total project and the individual phases.
Boxes that are not applicable should be left blank.

Version 2.26

PERSONNEL	MANDAY RATE
PROJECT MANAGER	$ 410.00
PROJECT ENGINEER	$ 390.00
ENGINEER	$ 360.00
CADD TECHNICIAN	$ 300.00
CAD DRAFTER	$ 240.00

TOTAL MANDAYS	41.20 M.D.

PERCENTAGE OF TOTAL PROJECT	
PRELIMINARY PLANS	25.0 %
RIGHT-OF-WAY PLANS	55.0 %
CONSTRUCTION PLANS	20.0 %
TOTAL PROJECT	100.0 %

PRELIMINARY PLANS 25.0 % OF TOTAL PROJECT

		MANDAYS	LABOR COSTS
PROJECT MANAGER	10.0 % PREL. PLANS	1.0 M.D.	$ 410.00
PROJECT ENGINEER	35.0 % PREL. PLANS	3.6 M.D.	$ 1,404.00
ENGINEER	35.0 % PREL. PLANS	3.6 M.D.	$ 1,296.00
CADD TECHNICIAN	10.0 % PREL. PLANS	1.0 M.D.	$ 300.00
CAD DRAFTER	10.0 % PREL. PLANS	1.0 M.D.	$ 240.00
	100.0 %		
TOTALS PRELIMINARY PLANS		10.3 M.D.	$ 3,650.00
PRELIMINARY PLANS AVERAGE RATE PER MANDAY			$ 354.37

RIGHT-OF-WAY PLANS 55.0 % OF TOTAL PROJECT

		MANDAYS	LABOR COSTS
PROJECT MANAGER	10.0 % R.O.W. PLANS	2.3 M.D.	$ 943.00
PROJECT ENGINEER	35.0 % R.O.W. PLANS	7.9 M.D.	$ 3,081.00
ENGINEER	35.0 % R.O.W. PLANS	7.9 M.D.	$ 2,844.00
CADD TECHNICIAN	10.0 % R.O.W. PLANS	2.3 M.D.	$ 690.00
CAD DRAFTER	10.0 % R.O.W. PLANS	2.3 M.D.	$ 552.00
	100.0 %		
TOTALS RIGHT-OF-WAY PLANS		22.7 M.D.	$ 8,110.00
RIGHT-OF-WAY PLANS AVERAGE RATE PER MANDAY			$ 357.27

CONSTRUCTION PLANS 20.0 % OF TOTAL PROJECT

		MANDAYS	LABOR COSTS
PROJECT MANAGER	10.0 % CONST. PLANS	0.8 M.D.	$ 328.00
PROJECT ENGINEER	35.0 % CONST. PLANS	2.9 M.D.	$ 1,131.00
ENGINEER	35.0 % CONST. PLANS	2.9 M.D.	$ 1,044.00
CADD TECHNICIAN	10.0 % CONST. PLANS	0.8 M.D.	$ 240.00
CAD DRAFTER	10.0 % CONST. PLANS	0.8 M.D.	$ 192.00
	100.0 %		
TOTAL MANDAYS CONSTRUCTION PLANS		8.2 M.D.	$ 2,935.00
CONSTRUCTION PLANS AVG. RATE PER MANDAY			$ 357.93

TOTAL LABOR COSTS	$ 14,695.00
AVERAGE RATE PER MANDAY	$ 356.67

☐ (Place X in adjacent block to remove instructions prior to printing.)

DESIGN DIRECT EXPENSES — TN TDOT Department of Transportation — Version 2.26

ROUTE:	Project 3 - Ebenezer Road	Project No.:	<00000-0000-00>	
DESCRIPTION:	Intersection with Stone Fou	PIN No.:	<000000.00>	
COUNTY:	Knox			
CONSULTANT:	Robert G. Campbell and Assoc., L.P.			
Prepared By:	Greg Green			
Date Prepared:	4/85/2025			

Reproduction Costs:

(Enter quantity and unit price)

Item Description	Number / Unit	Unit Price	Item Subtotal	Item Total Cost
Photo-copies			$ -	
Full size bond	0	$ 0.80	$ -	
Half size bond	0	$ 0.25	$ -	
Full size vellum			$ -	
Half size vellum			$ -	
Full size mylar			$ -	$ -

Travel:

(Enter number of trips, people or milage, and rate)

	Number of Trips	No. of Miles/No. of People	RATE *		
Per Diem (75%)			$ 0.00 Per Day	$ -	
Per Diem			$ 0.00 Per Day	$ -	
Transportation	2.00 Round Trips	X 40.00 Miles X	$ 0.47 Per Day	= $ 37.60	
Lodging			$ 0.00 Per Person	$ -	$ 37.60

* Rate must agree with most current State of Tennessee travel regulations.
First and last day of travel must be at the 75% Per Diem Rate.

Other Expenses:

(Enter description, number and unit price.)

Item Description	Number / Unit	Unit Price		
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	$ -

TOTAL DIRECT EXPENSES	$ 37.60

(Place X in adjacent box if allocation of direct expenses is to be different than total project allocation percentage.)

DIRECT EXPENSES PRELIMINARY PLANS	25.0 %	$ 9.40
DIRECT EXPENSES RIGHT-OF-WAY PLAN	55.0 %	$ 20.68
DIRECT EXPENSES CONSTRUCTION PLANS	20.0 %	$ 7.52
	100.0 %	

(Place X in box to remove instructions prior to printing.

(Do not edit or place data in these cells.)

FEE PROPOSAL

ROUTE:	Project 3 - Ebenezer Road Widening	Project No.:	<00000-0000-00>
DESCRIPTION:	Intersection with Stone Fountain Way	PIN No.:	<000000.00>
COUNTY:	Knox		
CONSULTANT:	Robert G. Campbell and Assoc., L.P.		
Prepared By:	Greg Green		
Date Prepared:	4/85/2025		

COMPLETE SURVEY SHEETS FIRST IF SURVEY IS INCLUDED IN THE CONTRACT.
PROCEED WITH FEE PROPOSAL IF SURVEY IS NOT INCLUDED.

This sheet perfoms fee proposal calculations for each phase of the project and total project. Net Fee is computed by Net Fee Calculator

Enter the appropriate overhead rate & fill in shaded boxes that apply for each phase. Version 2.26

Data For Fee Calculations

Overhead Rate = 150.00% **

** (State Project Maximum overhead rate = 145%)
** (Federal Project Maximum overhead rate per External Audit Report)

Design Direct Labor =	$ 14,695.00
Survey Direct Labor =	$ 5,199.20
Total Direct Labor =	$ 19,894.20

Net Fee (Refer to "Net Fee Calculator") 12%

Use 12% Net Fee for supplements to contracts executed prior to 11/01/2016

(Place X in adjacent box to remove instructions prior to printing.)

SURVEYS

1	Direct Labor				=	$ 5,199.20
2	Overhead	(Overhead Rate =	1.5000	)	=	$ 7,798.80
	(Overhead rate X direct labor)					
3	**Subtotal 1 + 2**				=	$ 12,998.00
4	Net Fee = 12%		(Rounded to nearest $10.)		=	$ 1,470.00
	(Direct labor X 2.35 X 0.NF)					
5	**Subtotal 3 + 4**				=	$ 14,468.00
6	Direct Expense				=	$ 214.40
7	Premium Labor				=	$ -
	(Premium Labor is only eligible if the survey crew works greater than a 40 hour work week.)					
8	**Total Survey**				=	$ 14,682.40
	(Total 5 + 6 + 7)					

								Version 2.26	
Preliminary Design									
1	Direct Labor					=	$	3,650.00	
2	Overhead		(Overhead Rate =	1.5000	)	=	$	5,475.00	
	(Overhead rate X direct labor)								
3		**Subtotal 1 + 2**				=	$	9,125.00	
4	Net Fee =	12.0%		(Rounded to nearest $10.)		=	$	1,030.00	
	(Direct labor X 2.35 X 0.NF)								
5		**Subtotal 3 + 4**				=	$	10,155.00	
6	Direct Expense					=	$	9.40	
7	Premium Labor					=	$	-	
8		**Total Preliminary Plans**				=	$	10,164.40	
		(Total 5 + 6 + 7)							
Right-of-Way Design									
1	Direct Labor					=	$	8,110.00	
2	Overhead		(Overhead Rate =	1.5000	)	=	$	12,165.00	
	(Overhead rate X direct labor)								
3		**Subtotal 1 + 2**				=	$	20,275.00	
4	Net Fee =	12.0%		(Rounded to nearest $10.)		=	$	2,290.00	
	(Direct labor X 2.35 X 0.NF)								
5		**Subtotal 3 + 4**				=	$	22,565.00	
6	Direct Expense					=	$	20.68	
7	Premium Labor					=	$	-	
8		**Total Right-of-Way Plans**				=	$	22,585.68	
		(Total 5 + 6 + 7)							

							Version 2.26	
Construction Design								
1	Direct Labor					=	$ 2,935.00	
2	Overhead		(Overhead Rate =	1.5000)		=	$ 4,402.50	
	(Overhead rate X direct labor)							
3		**Subtotal 1 + 2**				=	$ 7,337.50	
4	Net Fee =	12.0%		(Rounded to nearest $10.)		=	$ 830.00	
	(Direct labor X 2.35 X 0.NF)							
5		**Subtotal 3 + 4**				=	$ 8,167.50	
6	Direct Expense					=	$ 7.52	
7	Premium Labor					=	$ -	
8		**Total Construction Plans**				=	$ 8,175.02	
		(Total 5 + 6 + 7)						
Total Project								
1	Direct Labor					=	$ 19,894.20	
	(Sum of Survey, Prel., R.O.W., & Const. Direct Labor)							
2	Overhead		(Overhead Rate =	1.5000)		=	$ 29,841.30	
	(Overhead rate X direct labor)							
3		**Subtotal 1 + 2**				=	$ 49,735.50	
4	Net Fee =	12.0%		(Rounded to nearest $10.)		=	$ 5,620.00	
	(Sum of Survey, Prel., R.O.W., & Const. Net Fee)							
5		**Subtotal 3 + 4**				=	$ 55,355.50	
6	Direct Expense		(Itemize and attach)			=	$ 252.00	
	(Sum of Survey, Prel., R.O.W., & Const. Direct Expenses)							
7	Premium Labor					=	$ -	
	(Sum of Survey, Prel., R.O.W., & Const. Premium Labor)							
8		**Total Project**				=	$ 55,607.50	
		(Total 5 + 6 + 7)						
				Total Contract			$ 55,607.50	
			DESIGN COST PER MILE				$ 272,583.33	
			SURVEY COST PER MILE				$ 72,340.00	
			TOTAL COST PER MILE				$ 369,036.67	

FEE PROPOSAL SUMMARY

ROUTE:	Project 3 - Ebenezer Road Widening	Project No.:	<00000-0000-00>
DESCRIPTION:	Intersection with Stone Fountain Way	PIN No.:	<000000.00>
COUNTY:	Knox		
CONSULTANT:	Robert G. Campbell and Assoc., L.P.		
Prepared By:	Greg Green		
Date Prepared:	4/85/2025		

mark the appropriate box below an values for the initial ceiling will be calculated.

TN TDOT Department of Transportation

Version 2.26

Survey Fee Proposal Summary

	Direct Labor	Overhead	Subtotal Direct Labor & Overhead	Net Fee	Subtotal Direct Labor, Overhead, & Net Fee	Direct Expense	Premium Labor	Total Phase
SURVEY	$ 5,199.20	$ 7,798.80	$ 12,998.00	$ 1,470.00	$ 14,468.00	$ 214.40	$ -	$ 14,682.40

Design Fee Proposal Summary

	Direct Labor	Overhead	Subtotal Direct Labor & Overhead	Net Fee	Subtotal Direct Labor, Overhead, & Net Fee	Direct Expense	Premium Labor	Total Phase
PRELIMINARY PLANS	$ 3,650.00	$ 5,475.00	$ 9,125.00	$ 1,030.00	$ 10,155.00	$ 9.40	$ -	$ 10,164.40
RIGHT-OF-WAY PLANS	$ 8,110.00	$ 12,165.00	$ 20,275.00	$ 2,290.00	$ 22,565.00	$ 20.68	$ -	$ 22,585.68
Subtotal Preliminary & Right-of-Way Plans	$ 11,760.00	$ 17,640.00	$ 29,400.00	$ 3,320.00	$ 32,720.00	$ 30.08	$ -	$ 32,750.08
CONSTRUCTION PLANS	$ 2,935.00	$ 4,402.50	$ 7,337.50	$ 830.00	$ 8,167.50	$ 7.52	$ -	$ 8,175.02
Subtotal Preliminary, R.O.W., & Construction Plans	$ 14,695.00	$ 22,042.50	$ 36,737.50	$ 4,150.00	$ 40,887.50	$ 37.60	$ -	$ 40,925.10
Total Survey & Design	$ 19,894.20	$ 29,841.30	$ 49,735.50	$ 5,620.00	$ 55,355.50	$ 252.00	$ -	$ 55,607.50

(Place a X in appropriate box indicating the point of the initial contract ceiling. Only one (1) block should have an X placed.)
(Note: (Survey thru Const. Plans) can be checked if no initial contract ceiling is to be set.)

- [ ] Survey
- [ ] Survey thru Prel. Plans
- [ ] Survey thru R.O.W. Plans
- [x] Survey thru Const. Plans
- [ ] Prel. Plans
- [ ] Prel & R.O.W. Plans
- [ ] Prel. Thru Const. Plans

INITIAL CONTRACT CEILING

	Direct Labor	Overhead	Subtotal Direct Labor & Overhead	Net Fee	Subtotal Direct Labor, Overhead, & Net Fee	Direct Expense	Premium Labor	Total Ceiling
Contract will initially be authorized for: **Survey thru Const. Plans**	$ 19,894.20	$ 29,841.30	$ 49,735.50	$ 5,620.00	$ 55,355.50	$ 252.00	$ -	$ 55,607.50

- [ ] (Place X in adjacent box to remove instructions prior to printing.)

RLA-17267 **R-25-5-601**

COMMISSION

Meeting Date: 05/19/2025

Requested By: Melinda Goodman, HEALTH DEPARTMENT

Department: HEALTH DEPARTMENT

Requires Expenditure of Funds: YES Funded in Current Budget: NO

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract in the amount not to exceed $689,600.00 with the Tennessee Department of Health for the provision of Ryan White Part B Services for the period beginning April 1, 2025 and ending March 31, 2026. (No local match required)

(Health Department)

Attachments

Resolution

RWPB Grant Contract

5RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A GRANT CONTRACT IN THE AMOUNT NOT TO EXCEED $689,600.00 WITH THE TENNESSEE DEPARTMENT OF HEALTH FOR THE PROVISION OF RYAN WHITE PART B SERVICES FOR THE PERIOD BEGINNING APRIL 1, 2025 AND ENDING MARCH 31, 2026. (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-25-5-601**

REQUESTED BY: **HEALTH DEPARTMENT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County has received a grant contract from the Tennessee Department of Health for the provision of Ryan White Part B Services for the period commencing April 1, 2025 and ending March 31, 2026; and

WHEREAS, under the terms of the proposed grant contract, the Knox County Health Department will receive the amount not to exceed $689,600.00 to provide the aforesaid services, as further defined in the Scope of Services and Deliverables section of the attached grant contract; and

WHEREAS, this grant contract does not require matching funds from Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The grant contract with the Tennessee Department of Health for the provision of Ryan White Part B Services is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the grant contract with the Tennessee Department of Health for the provision of Ryan White Part B Services shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
April 1, 2025	March 31, 2026	34349-15725	

Grantee Legal Entity Name	Edison Vendor ID
The Government of Knox County dba Knox County Health Department	2830

Subrecipient or Recipient	Assistance Listing Number 93.917
X Subrecipient ☐ Recipient	**Grantee's fiscal year end** June 30

Service Caption (one line only)

Ryan White Part B Services

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025		$172,400.00			$172,400.00
2026		$517,200.00			$517,200.00
TOTAL:		**$689,600.00**			**$689,600.00**

Grantee Selection Process Summary

☐ Competitive Selection

X Non-competitive Selection — The Grantee was chosen for its current capacity to perform all needed services, its proximity to the target demographic, and its prior experience with HIV, STD, and Ryan White Services

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Eric Bucholz

Speed Chart (optional)	Account Code (optional)
HL00007908	71301000

CPO USE - GG

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
THE GOVERNMENT OF KNOX COUNTY DBA KNOX COUNTY HEALTH DEPARTMENT

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee The Government of Knox County dba Knox County Health Department, hereinafter referred to as the "Grantee," is for the provision of Scope of Service Caption, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2830

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Service Definitions.

a. ***Early Intervention Services*** must include the following four (4) components:

(1) Targeted HIV testing to help the unaware learn of their HIV status and receive referral to HIV care and treatment services, if found to be HIV-infected.
   i. Recipients must coordinate these testing services with other HIV prevention and testing programs to avoid duplication of efforts; and
   ii. HIV testing paid for by Early Intervention Services cannot supplant testing efforts paid for by other sources.
(2) Referral services to improve HIV care and treatment services at key points of entry;
(3) Access and linkage to HIV care and treatment services such as HIV Outpatient/Ambulatory Health Services, Medical Case Management, and Substance Abuse Care; and
(4) Outreach Services and Health Education/Risk Reduction related to HIV diagnosis.

b. ***Home and Community-Based Health Services*** are provided to a client living with HIV in an integrated setting appropriate to a client's needs, based on a written plan of care established by a medical care team under the direction of a licensed clinical provider.
Services include:

(1) Appropriate mental health, developmental, and rehabilitation services;
(2) Day treatment or other partial hospitalization services;
(3) Durable medical equipment; and
(4) Home health aide services and personal care services in the home

Inpatient hospitals, nursing homes, and other long-term care facilities are <u>not</u> considered an integrated setting for the purposes of providing home and community-based health services.

c. ***Hospice Services*** are end-of-life care services provided to clients in the terminal stage of an HIV-related illness. Allowable services are:

(1) Mental health counseling;
(2) Nursing care;
(3) Palliative therapeutics;
(4) Physician services; and
(5) Room and board.

Services may be provided in a home or other residential setting, including a non-acute care section of a hospital that has been designated and staffed to provide hospice services. This

service category does not extend to skilled nursing facilities or nursing homes.

To meet the need for hospice services, a physician must certify that a patient is terminally ill and has a defined life expectancy as established by the recipient. Counseling services provided in the context of hospice care must be consistent with the definition of mental health counseling. Palliative therapies must be consistent with those covered under respective state Medicaid programs.

d. ***Medical Case Management*** is the provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum. Activities may be prescribed by an interdisciplinary team that includes other specialty care providers. Medical Case Management includes all types of case management encounters (e.g., face-to-face, phone contact, and any other forms of communication). Key activities include:

(1) Initial assessment of service needs;
(2) Development of a comprehensive, individualized care plan;
(3) Timely and coordinated access to medically appropriate levels of health and support services and continuity of care;
(4) Continuous client monitoring to assess the efficacy of the care plan;
(5) Re-evaluation of the care plan at least every 6 months with adaptations as necessary;
(6) Ongoing assessment of the client's and other key family members' needs and personal support systems;
(7) Treatment adherence counseling to ensure readiness for and adherence to complex HIV treatments; and
(8) Client-specific advocacy and/or review of utilization of services

In addition to providing the medically oriented services above, Medical Case Management may also provide benefits counseling by assisting eligible clients in obtaining access to other public and private programs for which they may be eligible (e.g., Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, other state or local health care and supportive services, and insurance plans through the health insurance marketplaces/exchanges).

e. ***Medical Nutrition Therapy*** includes:

(1) Nutrition assessment and screening;
(2) Dietary/nutritional evaluation;
(3) Food per medical provider's recommendation; and
(4) Nutrition education and/or counseling.

These services can be provided in individual and/or group settings and outside of HIV Outpatient/Ambulatory Health Services. All services performed must be pursuant to a medical provider's referral and based on a nutritional plan developed by the registered dietician or licensed nutrition professional.

f. ***Outpatient/Ambulatory Health Services*** are diagnostic and therapeutic services provided directly to a client by a licensed healthcare provider in an outpatient medical setting. Outpatient medical settings include clinics, medical offices, and mobile vans where clients do not stay overnight.

(1) Allowable activities include:
   i. Medical history taking;
   ii. Physical examination;
   iii. Diagnostic testing, laboratory testing;
   iv. Treatment and management of physical and behavioral health conditions;
   v. Behavioral risk assessment, subsequent counseling, and referral;
   vi. Preventive care and screening;

vii. Pediatric development assessment;
viii. Prescription, and management of medication therapy;
ix. Treatment adherence;
x. Education and counseling on health and prevention issues; and
xi. Referral to and provision of specialty care related to HIV diagnosis.

g. ***Quality Improvement Reporting***. In order to ensure quality Services are provided under this Agreement, a Quality Improvement Project Report is required. This is a completed QI project report form which includes the following elements: problem definition, project measures, project goals, root cause analysis, implementation plan, observations, results, and follow-up actions.

h. **Ryan White Services Report ("RSR")**. In order to qualify to provide Services under this Agreement, the Grantee must use CAREWare Database. This is a free, scalable software for managing and monitoring HIV clinical and supportive care which quickly produces a completed Ryan White HIV/AIDS Services Report (RSR). If the Grantee is unable to use the CAREWare Database, see A.6.a. for alternative reporting.

A.3. Service Goals. Provide HIV-related core medical and support services for all eligible enrollees of the TN Ryan White Part B program.

A.4. Service Recipients. Service recipients are defined as all eligible enrollees of the TN Ryan White Part B program.

A.5. Service Description. The Grantee agrees to provide core medical and support services as appropriate for people living with HIV according to federal and state rules and regulations and the TDH Ryan White Part B 2024 Universal Standards of Care attached and incorporated as Attachment 1. Updates to this document will be provided to the Grantee at the annual meetings as described in A.5.d. below.

a. The Grantee agrees that during the term of the Grant Contract, the State shall have access to the Grantee's patient core medical and/or support services records in order to fulfill the State's program goals for program patients. Upon expiration or termination of the Grant Contract for any reason, the Grantee shall provide the State with copies of all patient records associated with the Grant Contract. Such records shall be maintained by the State in accordance with all applicable State laws and rules pertaining to confidentiality and records retention.

b. The Grantee shall cooperate with the State Ryan White HIV/AIDS Program Part B Quality Management Program in participating in selected statewide quality improvement projects in accordance with the most current version of the State Ryan White HIV/AIDS Program Part B Quality Management Plan developed by the State, on file in the program office and distributed to the Grantee. The State updates the plan annually, or more frequently if needed and updates are distributed to the Grantee via email.

c. The Grantee shall provide at least one (1) staff person to be a member of the State Ryan White HIV/AIDS Program Part B Quality Management Committee. The State Quality Management Committee and staff will provide leadership and technical assistance to individual agency Quality Management Committees, and provide worksheets, checklists, and other documentation materials as necessary.

d. The Grantee must send at least one (1) representative to the HIV/STD Statewide Meetings held once a year. The Grantee will be notified of the dates and times of the meetings by the State as they are scheduled.

e. In accordance with the National Monitoring Standards f or Ryan White B Grantees: Fiscal - Part B (located at https://hab.hrsa.gov/sites/default/files/hab/Global/fiscalmonitoringpartb.pdf), comprehensive monitoring site visits will be conducted at least annually. As part of the fiscal

assessment requirements, program income and time and effort analyses will be verified as part of the monitoring site visit process.

f. Clients are empowered to seek Case Management services wherever most convenient for them. No agency providing Ryan White Part B funded services may require any client to transfer medical care from an existing site to a new site as a pre-condition for receiving any/all Case Management services from any client's agency of choice.

g.. For agencies providing Outpatient/Ambulatory Health Services, the Part B Program also needs to receive information on medical services provided to Part B clients, regardless of the funding source. Part B-funded medical services provided to Part B clients should be reported on a Part B contract; non-Part B-funded medical services (i.e., Medicaid, Medicare, Private Insurance, Ryan White Part A, etc.) provided to Part B clients should be reported on a non-Part B contract. For instance, for a Part B client enrolled in TennCare, agencies should still report any medical services provided to this client to the Part B Program, however they should be reported on a non-Part B contract; other services provided to this client through Part B should be reported on a Part B contract. This provides the necessary information for assessing client care and health outcomes, while also appropriately delineating funding source for grant tracking purposes.

A.6. Reporting Requirements.

a. The Grantee shall utilize the Tennessee State Server CAREWare database (preferred) or shall submit a Quarterly Export Data File. All Grantees must utilize CAREWare software or an authorized CAREWare interface by no later than April 01, 2025. Failure to do so will result in quarterly administrative findings requiring the Grantee to submit a Corrective Action Plan within 30 days. The quarterly export shall be submitted no later than the fifteenth (15th) day of the month following the end of each calendar year quarter. Data submitted after the 15th of the month due will result in an administrative finding requiring the Grantee to submit a Corrective Action Plan within 30 days.

b. The Grantee shall complete and submit Annual Service Estimates using the State's REDCap application. The Annual Service Estimates will list the services to be provided, the projected number of clients to be served, and the projected units of service to be provided (as defined by the service category). Submissions are due April 30th of each Grant Year.

c. The Grantee agrees to gather all the data elements required to complete the Ryan White Services Report (RSR) and shall be in the format described by the Health Resources and Services Administration Guidelines. A copy has been provided to the Grantee and is posted on the website www.ryanwhite.hrsa.gov and includes:

(1) the Grantee Report, which collects information about the services the provider was funded to provide;
(2) the Service Provider Report which captures services actually delivered on a contract-by-contract basis under each Ryan White HIV/AIDS Program Part; and
(3) the Client Report which captures the services received by each individual client.

The RSR shall be submitted electronically through the HRSA Electronic Handbook. (https://hab.hrsa.gov/program-grants-management/ryan-white-hivaids-program-services-report-rsr). The submission will be for the complete calendar year (January – December) and the due date is determined annually by HRSA and is typically the first week of March of each following calendar year.

d. The Grantee shall complete and submit the Program Income Report (Attachment 2) quarterly. Program income is income earned as a result of the Federal award during the period of performance. Program Income includes but is not limited to 340B income, insurance collections, etc. as it relates to income generated from the RWPB program. Effective April 01, 2023, Grantees are required to report all 340B program income received as the result of an insurance premium paid by the Ryan White Part B program, regardless of the origination of the Grantee's 340 pharmacy approval. Failure to do so will result in quarterly administrative findings requiring the Grantee to submit a Corrective Action Plan within 30 days. Policy

Clarification 15-03 states that Ryan White programs must monitor and track program income earned by subrecipients. The Program Income report is due to the RWPB Program no later than the fifteenth (15th) day of the month following the end of each calendar year quarter. See 340B Definition at A.10.a.

e. The Grantee shall complete and submit a monthly and annual Multi Budget Supplemental Form (Attachment 3). The Multi Budget Supplemental Form will list the expenditures in each priority area for services provided during the month. The monthly report is to be submitted with the INVOICE FOR REIMBURSEMENT and is due to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. The annual report is to be submitted to the State no later than April 15th of each year that the Grant Contract is effective. Failure to do so will result in quarterly administrative findings requiring the Grantee to submit a Corrective Action Plan within 30 days.

A.7. Upon approval of this Grant Contract, the State will provide via email to the Grantee an invoice template in Excel format, herein is provided an example, that meets the requirements of Sections C.3. – C.5. Likewise, we will email a copy of Policy 007 and the Policy 007 Report template for the purposes of complying with Section C.9. The Grantee is required to use this template to create all invoice and Policy 007 report submissions. If the Grantee has not received the invoice and Policy 007 report templates within thirty (30) days of the contract approval, please contact contracts.hiv@tn.gov.

A.8. Mandatory Disclosures. Consistent with 45 CFR 75.113, applicants and non-federal entities must disclose, in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

Department of Health and Human Services
Health Resources and Services Administration
Office of Federal Assistance Management
Division of Grants Management Operations
5600 Fishers Lane, Mailstop 10SWH-03
Rockville, MD 20879

AND

U.S. Department of Health and Human Services
Office of Inspector General
Attn: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building
Room 5527
Washington, DC 20201

Fax: (202) 205-0604 (Include: “mandatory Grant Disclosures” in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321). The recipient must include this mandatory disclosure requirement in all sub-awards and contracts under this award.

Non-Federal entities that have received a federal award including the terms and conditions outlined in Appendix XII are required to report certain civil, criminal, or administrative proceeds to www.sam.gov. Failure to make required disclosures can result in any of the remedies described

in §75.371, including suspension or debarment. (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321). **Recipient integrity and performance matters**. If the total Federal share of the Federal award is more than $500,000 over the period of performance, *Appendix XII to CFR Part 200* is applicable to this award.

A.9. Federal Government Audit. If the recipient is audited by HRSA and a repayment of federal funds is required based on the activities of the subrecipient, the subrecipient shall repay the State of Tennessee for the repayments and penalties. The subrecipient is responsible for all Ryan White Part B Program rules and requirements as outlined in the Public Health Service Act- Title XXVI, Policy Clarification #16-02, and Health Resources and Services Administration (HRSA) HIV/AIDS Bureau (HAB) National Monitoring Standards for Ryan White Part B Grantees: Program – Part B.

A.10. Grantee 340B Pharmacy.

a. A "340B Pharmacy" is a federally established drug price control program that permits qualifying providers, generally hospitals, specialty clinics and their associated outpatient facilities serving uninsured and low-income patients in rural communities, to purchase outpatient drugs from manufacturers at discounted prices. See §340B(a)(4) of the Public Health Services Act, 42 USC 256b.

b. As a subrecipient of the federal grant funding herein, as indicated on the FAIW Attachment, the Grantee may potentially obtain status for operating a pharmacy under Section 340(B)(a)(4) of the Public Health Service Act (340B Pharmacy Status). If the Grantee obtains 340B Pharmacy Status based upon the subgrantee status resulting from this Grant Contract, the Grantee understands that all income of the 340B Pharmacy is program income of this grant award. See: PCN 15-03; link below. The purpose of this grant is to supplement, not duplicate, 340B program income. Receipt of program income earned in one grant budget year, but received in a later year, may be utilized by the Grantee in the year received. See pcn-15-03-program-income.pdf (hrsa.gov). Program income that is reasonably determinable shall appear on the grant budget herein as a grantee program income contribution. Furthermore, such income shall be reported quarterly, pursuant to Grant Contract Section A.6.d above.

A.11. Mpox Vaccination Education Efforts – Through March 31, 2026, any caseworker whose position is funded fifty percent (50%) or more under this grant shall make a good faith effort to counsel, educate, and inform clients about Mpox vaccination.

Before starting Mpox vaccination educational efforts, the grantee shall request permission from the client to engage in a series of Mpox discussion topics that may include the client's vaccination status, household members' vaccination status, and potential benefits of the Mpox vaccine. The grantee shall inform the client that participating in these discussions is optional and has no bearing on benefits the client receives through the grantee or the Ryan White Program. The grantee shall advise the client that, even after choosing to participate in Mpox discussions, the client may refuse to answer any question posed by a caseworker. After these conditions are met, the grantee shall make a good faith effort to:

a. Determine client's Mpox vaccination status.
b. Counsel, educate, and inform unvaccinated clients about Mpox vaccination.
c. Facilitate Mpox vaccination appointments or walk-ins for vaccinations and additional doses recommended for persons living with HIV.
d. Offer and assist, as needed, members of an unvaccinated client's household to obtain a Mpox vaccination or booster in accordance with CDC recommendations.
e. Ensure that vaccination efforts do not impede or materially diminish the overall Ryan White services offered or provided to any client.

A.12. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity

regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
b. the State grant proposal solicitation as may be amended, if any;

A.13. Incorporation of Federal Award Identification Worksheets. The federal award identification worksheets, which appear as Attachment 4, are incorporated in this Grant Contract.

A.14. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.

A.15. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on April 1, 2025 ("Effective Date") and ending on March 31, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Six Hundred Eighty-Nine Thousand Six Hundred dollars ($689,600.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 5 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (Attachment 6) prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

RW.Invoices@tn.gov

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).

(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Health, CEDEP Division.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
(4) An invoice under this Grant Contract shall be presented to the State within Thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than Thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within forty five (45) days of the Grant Contract end date, in form and substance acceptable to the State. (Attachment 7)

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the

Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's

Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:
The State:

Phadre Johnson, Director, Ryan White Part B
Communicable and Environmental Diseases and Emergency Preparedness (CEDEP) Division
4th Floor, Andrew Johnson Tower
710 James Robertson
Parkway Nashville,
Tennessee 37243
Email Address: Phadre.Johnson@tn.gov
Telephone #: (615) 532-6509

The Grantee:

Kevin Parton, Senior Director
The Government of Knox County dba Knox County Health Department
140 Dameron Avenue
Knoxville, Tennessee 37917
Email Address: tdhcontracts@knoxcounty.org
Telephone#: (865) 215-5273
FAX#: (865) 215-5295

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State’s right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the

State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq*., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment 8 to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only

one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not

excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann.§§ 12-7-101, *et seq*., shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and sub awards); and
ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM)and maintain its number for the term of this Grant. More information about obtaining a Unique Entity Identifier Number can be found at: https://www.gsa.gov.

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.6. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.7. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq*. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the CDC and the Region 4 Office of the Environmental Protection Agency.

E.8. Healthy Eating Requirements. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverage shall be served at any time. Fruits and vegetables shall be given preference in menu selections.

E.9. Assistance Listing Number. When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that require compliance with the performance of an audit. This information shall consist of the following Assistance Listing Numbers:
93.917

E.10. Information Technology Security Requirements (State Data, Audit, and Other Requirements).

a. The Grantee shall protect State Data as follows:

(1) The Grantee shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

(2) The Grantee shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.

(3) The Grantee shall implement and maintain privacy and security controls that follow the guidelines set forth in the most current version of NIST 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations," with the State to review the implementation of this Section. The State must have proof of compliance

with NIST 800-171 in the form of a third-party audit at a minimum every two years or upon request.

No additional funding shall be allocated for these examinations as they are included in the Maximum Liability of this Contract.

(4) The Grantee must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment per the NIST 800-115 definition. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Grantee's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Grantee shall provide a letter of attestation on its processing environment that penetration tests and vulnerability assessments have been performed on an annual basis and taken corrective action to evaluate and address any findings. The Grantee must provide a letter of attestation that includes a penetration testing and vulnerability assessments report per NIST 800-115 that outlines risk exposure of the critical, high, and moderate risks and how they were mitigated, within 30 days of receiving the results.

In the event of an unauthorized disclosure or unauthorized access to State data, the State Strategic Technology Solutions (STS) Security Incident Response Team (SIRT) must be notified and engaged by calling the State Customer Care Center (CCC) at 615-741-1001. Any such event must be reported by the Grantee within twenty-four (24) hours after the unauthorized disclosure has come to the attention of the Grantee.

(5) If a breach has been confirmed a fully un-modified third-party forensics report must be supplied to the State and through the STS SIRT. This report must include indicators of compromise (IOCs) as well as plan of actions for remediation and restoration. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures.

(6) Upon State request, the Grantee shall provide a copy of all Confidential State Data it holds. The Grantee shall provide such data on media and in a format determined by the State

(7) Upon termination of this Contract and in consultation with the State, the Grantee shall destroy, and ensure all subcontractors shall destroy, all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Grantee shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

(1) The Grantee and all data centers used by the Grantee to host State data, including those of all Subcontractors, must comply with The Grantee and all data centers used by Grantee to host State data, including those of all subcontractors, must comply with the most current version of NIST 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations," with the State to review the implementation of this Section. The State must have proof of compliance with NIST 800-171 in the form of a third-party audit at a minimum every two years or upon request. Knox County Information Security Management Policy is attached as Attachment #9.

(2) The Grantee agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

(3) If the Application requires middleware or database software, Grantee shall maintain middleware and database software versions that are always fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

(4) In the event of drive/media failure, if the drive/media is replaced, it remains with the State and it is the State's responsibility to destroy the drive/media, or the Grantee shall provide written confirmation of the sanitization/destruction of data according to NIST 800-88.

c. Business Continuity Requirements. The Grantee shall maintain set(s) of documents, instructions, and procedures which enable the Grantee to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

(1) "Disaster Recovery Capabilities" refer to the actions the Grantee takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 1 hour

ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 24 hours

(2) The Grantee and the Subcontractor(s) shall maintain a documented Disaster Recovery plan and shall share this document with the State when requested. The Grantee and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Grantee verifying that the Grantee can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Grantee shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

E.11. Comptroller Audit Requirements.

When requested by the State or the Comptroller of the Treasury, the Grantee must provide the State or the Comptroller of the Treasury with a detailed written description of the Grantee's information technology control environment, including a description of general controls and application controls. The Grantee must also assist the State or the Comptroller of the Treasury with obtaining a detailed written description of the information technology control environment for any third or fourth parties, or Subcontractors, used by the Grantee to process State data and/or provide services under this Contract.

Grantee will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract, including all information technology logging and scanning conducted within the Grantee's and Subcontractor's information technology control environment. Upon reasonable notice and at any reasonable time, the Grantee grants the State or the Comptroller of the Treasury with the right to audit the Grantee's information technology control environment, including general controls and application controls. The audit may include testing the general and application controls

within the Grantee's information technology control environment and may also include testing general and application controls for any third or fourth parties, or Subcontractors, used by the Grantee to process State data and/or provide services under this Contract. The audit may include the Grantee's and Subcontractor's compliance with NIST 800-171 and all applicable requirements, laws, regulations, or policies.

Upon reasonable notice and at any reasonable time, the Grantee and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Grantee and all Subcontractors used by the Grantee. Grantee will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Grantee and Subcontractor(s) personnel for the purpose of performing the information technology control audit. The audit may include interviews with technical and management personnel, physical or virtual inspection of controls, and review of paper or electronic documentation.

The Grantee must have a process for correcting control deficiencies that were identified in the State's or Comptroller of the Treasury's information technology audit. For any audit issues identified, the Grantee and Subcontractor(s) shall submit a corrective action plan to the State or the Comptroller of the Treasury which addresses the actions taken, or to be taken, and the anticipated completion date in response to each of the audit issues and related recommendations of the State or the Comptroller of the Treasury. The corrective action plan shall be provided to the State or the Comptroller of the Treasury upon request from the State or Comptroller of the Treasury and within 30 days from the issuance of the audit report or communication of the audit issues and recommendations. Upon request from the State or Comptroller of the Treasury, the Grantee and Subcontractor(s) shall provide documentation and evidence that the audit issues were corrected.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

THE GOVERNMENT OF KNOX COUNTY dba KNOX COUNTY HEALTH DEPARTMENT

_____ _____

Glenn Jacobs
County Mayor

Date

KNOX COUNTY HEALTH DEPARTMENT

_____ _____

Kevin Parton
Senior Director

Date

APPROVED AS TO FORM: CONTRACT #

_____ _____

Jessica Jernigan-Johnson
Knox County Deputy Law Director

Date

DEPARTMENT OF HEALTH

_____	_____
Ralph Alvarado, MD, FACP, Commissioner	Date

Ryan White HIV Program Income Reporting

Description:	Per HIV/AIDS Bureau Policy Clarification 15-03, program income is defined as, "gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as HIV/AIDS Bureau Policy 15-03 provided on 45 CFR § 75.307(f)." Policy Clarification 15-03 also states that Ryan White programs must monitor and track program income earned by subrecipients. Please feel free to refer to Policy Clarication 15-03 at: https://hab.hrsa.gov/sites/default/files/hab/Global/pcn_15-03_program_income.pdf

Directions:	Please complete the table below with regards to the program income earned by your organization during the quarter. Please disaggregate and list the amount of program income earned, and provide a quick description of the program income. Do not submit one aggregated amount per quarter. Please feel free to add more lines for your quarterly reporting as needed.

Deadline for Submission	Quarter 1 (April-June)- **July 15** Quarter 2 (July-Sept)- **Oct. 15** Quarter 3 (Oct-Dec)- **Jan. 15** Quarter 4 (Jan-March)- **Apr 15**

Agency Name	
Contact Name	
Grant Year	

Reporting Period	**Qtr 1**		**Qtr 2**		**Qtr 3**		**Qtr 4**	
Program Income	**Amount**	**Description of Program Income (i.e. 340b, income gained from Ryan White affiliated activites, etc)**	**Amount**	**Description of Program Income (i.e. 340b, income gained from Ryan White affiliated activites, etc)**	**Amount**	**Description of Program Income (i.e. 340b, income gained from Ryan White affiliated activites, etc)**	**Amount**	**Description of Program Income (i.e. 340b, income gained from Ryan White affiliated activites, etc)**
	$0.00		$0.00		$0.00		$0.00	
	$0.00		$0.00		$0.00		$0.00	
	$0.00		$0.00		$0.00		$0.00	
	$0.00		$0.00		$0.00		$0.00	
	$0.00		$0.00		$0.00		$0.00	
Totals	**$0.00**		**$0.00**		**$0.00**		**$0.00**	

ATTACHMENT 3

Multi Budget Supplemental Sheet
Ryan White Part B Program
April 2025 - March 2026 Annual Budget

Contract Name: RWB COE
Contract #:

	OAMC	MCM	MH	EIS	MNT	SAOut	CM(non)	EFA	FB/HDM	H	MedT	PSY	REF	Total Budget
Line Item														
Salaries	$ 346,750.71	$ 183,510.99												$ 530,261.70
Benefits	$ 100,557.71	$ 53,218.19												$ 153,775.89
Professional Fee/Grant & Award	$ 5,000.00													$ 5,000.00
Supplies	$ -													$ -
Telephone	$ 500.00													$ 500.00
Postage & Shipping	$ -													$ -
Occupancy	$ -													$ -
Equipment Rental & Maintenance	$ -													$ -
Printing & Publications	$ -													$ -
Travel/Conferences & Meetings	$ -													$ -
Interest	$ -													$ -
Insurance	$ -													$ -
Specific Assistance to Individuals	$ -													$ -
Depreciation	$ -													$ -
Other Non Personnel	$ -													$ -
Captial Purchase	$ -													$ -
Indirect Cost	$ -													$ -
Subtotal	***$ 452,808.42***	***$ 236,729.18***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ 689,537.59***
Revenue														
Total	**$ 452,808.42**	**$ 236,729.18**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 689,537.59**

OAMC - Outpatient Ambulatory	**SAOut - Substance Abuse Outpatient**	**MedT - Medical Transportation**
MCM - Medical Case Management	**CM (non) - Case Management (non-medica**	**PSY - Psychological Support**
MH - Mental Health	**EFA - Emergency Financial Assistance**	**REF - Referral**
EIS - Early Intervention Services	**FB/HDM - Food Bank/Home Delivered Meals**	
MNT - Medical Nutrition Therapy	**H - Housing**	

Effective April 1, 2024

ATTACHMENT 4

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	The Government of Knox County dba Knox County Health Department
Subrecipient's Unique Entity Identifier (SAM)	HS2EQEN6B6K4
Federal Award Identification Number (FAIN)	pending
Federal award date	pending
Subaward Period of Performance Start and End Date	pending
Subaward Budget Period Start and End Date	pending
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.917
Grant contract's begin date	April 1, 2025
Grant contract's end date	March 31, 2026
Amount of federal funds obligated by this grant contract	$689,600.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	pending
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	pending
Name of federal awarding agency	HRSA
Name and contact information for the federal awarding official	pending
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Dr. Ralph Alvarado Commissioner Ralph.Alvarado@tn.gov 615-532-6942
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	14.7%

ATTACHMENT (5)

GRANT BUDGET

(BUDGET PAGE 1)

THE GOVERNMENT OF KNOX COUNTY D.B.A. KNOX COUNTY HEALTH DEPARTMENT

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning April 1, 2025, and ending March 31, 2026.

	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries[2]	$530,300.00	$0.00	$530,300.00
	Benefits & Taxes	$153,800.00	$0.00	$153,800.00
	Professional Fee/ Grant & Award [2]	$5,000.00	$0.00	$5,000.00
	Supplies	$0.00	$0.00	$0.00
	Telephone	$500.00	$0.00	$500.00
	Postage & Shipping	$0.00	$0.00	$0.00
	Occupancy	$0.00	$0.00	$0.00
	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
	Printing & Publications	$0.00	$0.00	$0.00
	Travel/ Conferences & Meetings[2]	$0.00	$0.00	$0.00
	Interest [2]	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
	Depreciation [2]	$0.00	$0.00	$0.00
	Other Non-Personnel [2]	$0.00	$0.00	$0.00
	Capital Purchase [2]	$0.00	$0.00	$0.00
	Indirect Cost	$0.00	$0.00	$0.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	$689,600.00	$0.00	$689,600.00

[1] Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[2] Applicable detail follows this page if line-item is funded.

ATTACHMENT 5 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 2)

SALARIES									AMOUNT
Gabrielle Leflore, Nurse Lead	$ 4,942.86	x	3	x	100%	+		(Longetivity, if applicable)	$14,828.58
Gabrielle Leflore, Nurse Lead	$ 5,041.72	x	9	x	100%	+		(Longetivity, if applicable)	$45,375.48
Allison Shepherd, Registered Nurse	$ 4,527.42	x	3	x	100%	+		(Longetivity, if applicable)	$13,582.26
Allison Shepherd, Registered Nurse	$ 4,617.97	x	9	x	100%	+		(Longetivity, if applicable)	$41,561.73
Deborah Gibson, Registered Nurse	$ 4,711.27	x	3	x	100%	+		(Longetivity, if applicable)	$14,133.81
Deborah Gibson, Registered Nurse	$ 4,805.50	x	9	x	100%	+		(Longetivity, if applicable)	$43,249.50
Christine Bloom, Nurse Practitioner	$ 7,372.70	x	3	x	100%	+		(Longetivity, if applicable)	$22,118.10
Christine Bloom, Nurse Practitioner	$ 7,520.16	x	9	x	100%	+		(Longetivity, if applicable)	$67,681.44
Heather Bradner, Nurse Practitioner	$ 7,372.70	x	3	x	50%	+		(Longetivity, if applicable)	$11,059.05
Heather Bradner, Nurse Practitioner	$ 7,520.16	x	9	x	50%	+		(Longetivity, if applicable)	$33,840.72
Bobby Towe, Social Counselor	$ 4,343.28	x	3	x	100%	+		(Longetivity, if applicable)	$13,029.84
Bobby Towe, Social Counselor	$ 4,430.14	x	9	x	100%	+		(Longetivity, if applicable)	$39,871.26
Jennifer Isaacs, Social Counselor	$ 4,343.28	x	3	x	100%	+		(Longetivity, if applicable)	$13,029.84
Jennifer Isaacs, Social Counselor	$ 4,430.14	x	9	x	100%	+		(Longetivity, if applicable)	$39,871.26
Jamie, Bryant Health Services Clerk	$ 3,334.08	x	3	x	100%	+		(Longetivity, if applicable)	$10,002.24
Jamie, Bryant Health Services Clerk	$ 3,400.76	x	9	x	100%	+		(Longetivity, if applicable)	$30,606.84
Erica Vega, Health Services Clerk	$ 3,955.78	x	3	x	77%	+		(Longetivity, if applicable)	$9,137.85
Erica Vega, Health Services Clerk	$ 4,034.90	x	9	x	77%	+		(Longetivity, if applicable)	$27,961.86
Jennifer Atkins, MA/LPN	$ 3,228.25	x	3	x	100%	+		(Longetivity, if applicable)	$9,684.75
Jennifer Atkins, MA/LPN	$ 3,292.81	x	9	x	100%	+		(Longetivity, if applicable)	$29,635.29
ROUNDED TOTAL									$530,300.00

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
University of Tennessee Medical Center (UHS)	$5,000.00
ROUNDED TOTAL	$5,000.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

INTEREST	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

DEPRECIATION	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

OTHER NON-PERSONNEL	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

CAPITAL PURCHASE	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

TN Department of Health

Invoice Reimbursement Form

Contract #

Supplier Name

Program Name

Section 1: Contract Information (to be completed by TDH Accounts)

PO # (Req.) _____

PO Line # (Req.) _____

Receipt # (Req.) _____

Agency Invoice # _____

Edison Contract # _____

Edison Vendor # _____

Edison Address Line # _____

AP Attachment (check if yes)

Section 2: Invoice Information (to be completed by Contractor/Grantee)

Contract Invoice # _____

Invoice Date _____

Service Start Date _____

Service End Date _____

Contract Start Date _____

Contract End Date _____

Contact Person Name _____

Phone # _____

Remit Payment to:

Business Name _____

Street Address _____ City _____ State _____ ZIP _____

Budget Line Items	(A) Total Contract Budget	(B) Amount Billed YTD	(C) Monthly Expenditures Due
Salaries			
Benefits			
Professional Fee/Grant/Award			
Supplies			
Telephone			
Postage and Shipping			
Occupancy			
Equipment Rental and Maintenance			
Printing and Publications			
Travel/Conferences and Meetings			
Interest			
Insurance			
Specific Assistance to Individuals			
Depreciation			
Other Non-Personnel			
Capital Purchase			
Indirect Costs			
TOTAL			

Section 3: Payment Information (to be completed by TDH Program)

Invoice Received Date _____ Invoice Received by (Name) _____

Service Type (Select One): Medical Services Non-Medical Services

Speedchart	Department ID	User Code	Project ID	Amount ($)

Total Amount:_____

Additional Signatures as Required by Program (Not required for processing and payment by F&A Accounts Payable)

_____ Program Signature 1

_____ Program Signature 2

_____ Program Signature 3

Section 4: Authorized Signatures

Contractor/Grantee Authorization

Name: _____

Date: _____

Signature: _____

TDH Program Authorization

Name: _____

Date: _____

Signature: _____

TDH Accounts Authorization

Name: _____

Date: _____

Signature: _____

Section 5: Additional Comments

Section 6: Month to Month Expense Tracking Sheet (Not Required by F&A Accounts Payable)

Budget Line Items	Budget Amt	Jul Expenses	Aug Expenses	Sep Expenses	Oct Expenses	Nov Expenses	Dec Expenses	Jan Expenses	Feb Expenses	Mar Expenses	Apr Expenses	May Expenses	Jun Expenses	YTD Totals	Balance Remaining
Salaries															
Benefits															
Fee/Grant/Award															
Supplies															
Telephone															
Postage and Shipping															
Occupancy															
Equipment Rental and Maintenance															
Printing and Publications															
Travel/Conferences and Meetings															
Interest															
Insurance															
Specific Assistance to Individuals															
Depreciation															
Other Non-Personnel															
Capital Purchase															
Indirect Costs															
Totals															

Instructions & Hints

Do not send a worksheet that is linked to another file

Line by line instructions are on the "line by line info" tab
Retain this file in blank form
Use "File Save As" to save information for a specific contract or reporting period
File Names: **Please use the following format when naming files.**
name of agency REPORTING PERIOD END.xls
do not abbreviate the agency name
example: davidson county health MARCH 02.xls
Reporting period - the start and end dates of the quarter being reported
Reporting periods are based on the Agency's fiscal year
Grant period - the start and end dates of the contract being reported
Send a report for every quarter even if there is no activity for that quarter
Abbreviations - do not abbreviate the Agency name
Number pages using the "page_____of _____ pages" format

THE WORKSHEET IS NOT PROTECTED
do not overwrite formulas (identified by yellow shading and "0") or change formats
do not overwrite/edit shaded areas (move to the cell beyond the shading for input)
do not add (insert) lines **do not change shaded areas**

Expense and Revenue pages can show information for 2 contracts
Use separate Schedules A & B to report contracts for each granting State agency
Use additional expense and revenue pages for more than 2 contracts
copy all lines & fields to the first blank line below the last line in column A
with the cursor at the start of the added page, use "insert" "page break" for print purposes
reset print range to cover the added page(s) and correct the page numbers
Contract Number is the State Contract Number, NOT the agency program number
Report by program within the State Contract Number within State Department
Summarize programs into totals by State Contract Number and State Department totals
Do not combine State Contract Numbers
One Funding Information Summary and one Schedule C are required from each contractor submitting reports
Review Section C in all contracts for reporting requirements

ALLOCATION OF ADMINISTRATIVE COSTS
Requires completion of all attached sheets

NOTE If files are not properly named and print ranges not set, the report will be returned for correction
Do not send invoices with expense reports
If a refund is due, mail reports with check or send note with e-mail that check in the mail.

e-mail completed files to: Policy3.AMO.Health@tn.gov
e-mail filing replaces mailing forms
or mailing Address:
Rushdi Eskarous Telephone: 615-741-2974
Tennessee Department of Health
Fiscal Services
6th Floor Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243

PROGRAM EXPENSE REPORT (Excerpted from Policy 3 statement)
SCHEDULE A
EXPENSE BY OBJECT LINE-ITEMS

There are seventeen specific object expense categories; two subtotals (Line 3, Total Personnel Expenses, and Line 19, Total Non-personnel Expenses); and Reimbursable Capital Purchases (Line 20), above Line 21, Total Direct Program Expenses. All expenses should be included in one or more of the specific categories, or in an additional expense category entered under Line 18, Other Non-personnel Expenses. The contracting state state agency may determine these requirements.

With the exception of depreciation, everything reported in Lines 1 through 21 must represent an actual cash disbursement or accrual as defined in the Basis For Reporting Expenses/Expenditures section on page 13.

THE YEAR-TO-DATE EXPENSES MUST BE TRACEABLE TO THE REPORTING AGENCY'S GENERAL LEDGER

Line 1 Salaries And Wages
On this line, enter compensation, fees, salaries, and wages paid to officers, directors, trustees, and employees. An attached schedule may be required showing client wages or other included in the aggregations.

Line 2 Employee Benefits & Payroll Taxes
Enter (a) the organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the organization's portion of payroll taxes such as social security and Medicare taxes and unemployment and workers' compensation insurance. An attached schedule may be required showing client benefits and taxes or other included in the aggregations.

Line 3 Total Personnel Expenses
Add lines 1 and 2.

Line 4 Professional Fees
Enter the organization's fees to outside professionals, consultants, and personal-service contractors. Include legal, accounting, and auditing fees. An attached schedule may be required showing the details in the aggregation of professional fees.

Line 5 Supplies
Enter the organization's expenses for office supplies, housekeeping supplies, food and beverages, and other supplies. An attached schedule may be required showing food expenses or other details included in the aggregations.

Line 6 Telephone
Enter the organization's expenses for telephone, cellular phones, beepers, telegram, FAX, E-mail, telephone equipment maintenance, and other related expenses.

Line 7 Postage And Shipping
Enter the organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and

shipping vehicles. Include vehicle insurance here or on line 14.

Line 8 Occupancy
Enter the organization's expenses for use of office space and other facilities, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

Line 9 Equipment Rental And Maintenance
Enter the organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telephone, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

Line 10 Printing And Publications
Enter the organization's expenses for producing printed materials, purchasing books and publications, and buying subscriptions to publications.

Line 11 Travel
Enter the organization's expenses for travel, including transportation, meals and lodging, and per diem payments. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

Line 12 Conferences And Meetings
Enter the organization's expenses for conducting or attending meetings, conferences, and conventions. Include rental of facilities, speakers' fees and expenses, printed materials, and registration fees (but not travel).

Line 13 Interest
Enter the organization's interest expense for loans and capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

Line 14 Insurance
Enter the organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include property and vehicle insurance if reported on lines 7, 8, or 11.

Line 15 Grants And Awards
Enter the organization's awards, grants, subsidies, and other pass-through expenditures to individuals and to other organizations. Include allocations to affiliated organizations. Include in-kind grants to individuals and organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients and individual beneficiaries. Pass-through funds are not included when computing administrative expenses reported on Line 22.

Line 16 Specific Assistance to Individuals
Enter the organization's direct payment of expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, and wage supplements.

Line 17 Depreciation

Enter the expenses the organization records for depreciation of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

Line 18 Other Non-personnel Expenses

NOTE: Expenses reportable on lines 1 through 17 should not be reported in an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements.
Enter the organization's allowable expenses for advertising (1), bad debts (2), contingency provisions (7), fines and penalties (14), independent research and development (reserved) (17), organization (27), page charges in professional journals (29), rearrangement and alteration (39), recruiting (41), and taxes (47). Include the organization's and employees' membership dues in associations and professional societies (26). Include other fees for the organization's licenses, permits, registrations, etc.

Line 19 Total Non-personnel Expenses
Add lines 4 through 18.

Line 20 Reimbursable Capital Purchases
Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets. An attached schedule may be required showing the details for each such purchase.

Line 21 Total Direct Program Expenses
Add lines 3, 19, and 20.
Includes direct and allocated direct program expenses.

Line 22 Administrative Expenses
The distribution will be made in accordance with an allocation plan approved by your cognizant state agency.

Line 23 Total Direct And Administrative Expenses
Line 23 is the total of Line 21, Total Direct Program Expenses, and Line 22, Administrative Expenses. Line 23, Total Direct and Administrative Expenses Year-to-Date should agree with the Total of Column B, Year-to-Date Actual Expenditures of the *Invoice for Reimbursement.*

Line 24 In-Kind Expenses
In-kind Expenses (Line 24) is for reporting the value of contributed resources applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds.
Carry forward to Schedule B, Line 38.

Line 25 Total Expenses
The sum of Line 23, Total Direct and Administrative Expenses, and Line 24, In-kind Expenses, goes on this line.

PROGRAM REVENUE REPORT (PRR)
SCHEDULE B

SOURCES OF REVENUE

The revenue page is intended to be an extension of the total expenses page, in that the columns should match up by contract/attachment number and program title. There are ten revenue sources (Schedule B, Part 1) and three subtotals (Lines 33, 41, and 43). Additional supplemental schedules for one or more of the line items may be attached, if needed. Each revenue column should be aligned with its corresponding expense column from Schedule A.

Reimbursable Program Funds

Line 31 Reimbursable Federal Program Funds
Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from federal program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 32 Reimbursable State Program Funds
Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from state program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 33 Total Reimbursable Program Funds (Equals Schedule B, Line 55)
Add lines 31 and 32.

Matching Revenue Funds

Line 34 Other Federal Funds
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other federal funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 35 Other State Funds
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other state funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 36 Other Government Funds
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other government funds. The state funding agency may an attached detail listing and reconciliation schedule.

Line 37 Cash Contributions (Non-government)
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from such sources of cash contributions as corporations, foundations, trusts, individuals, United Ways, other not-for-profit organizations, and from affiliated organizations. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 38 In-Kind Contributions (Equals Schedule A, Line 24)
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from direct and administrative in-kind contributions. The state

funding agency may require an attached detail listing and reconciliation schedule. Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward earning grant funds.

Line 39 Program Income
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from program income related to the program funded by the state agency. The state funding agency may require an attached detail listing.

Line 40 Other Matching Revenue
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other revenues not included in lines 34 through 39. The state funding agency may require an attached detail listing.

Line 41 Total Matching Revenue Funds
Add lines 34 through 40

Line 42 Other Program Funds
Enter program income related to the program funded by the state agency but not reported as matching revenue funds on Line 54.

Line 43 Total Revenue
Add lines 33, 41, and 42

RECONCILIATION BETWEEN TOTAL EXPENSES AND REIMBURSABLE EXPENSES SCHEDULE B - (Lines 51 to 59)

This section, at the bottom of Schedule B, is for subtracting non-reimbursable amounts included in Total Expenses (Line 25, Schedule A and Line 51, Schedule B).
The first line of this section, Line 51, Total Expenses, is brought forward from the last last line of the corresponding Schedule A Total Expense Page.

There are three categories of adjustments for which titled lines are provided:

Line 52 OTHER UNALLOWABLE EXPENSES:
Some program expenses may not be reimbursable under certain grants. This is a matter between the contracting parties, and will vary according to the state agency involved and the type of grant or contract. Consult your contract or the department that funds the program for guidelines.

Line 53 EXCESS ADMINISTRATION:
This adjustment line may be used to deduct allocated Administration and General expenses in excess of an allowable percentage specified in the grant contract. It may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Again, the specific guidelines of the department and grant involved are the controlling factor.

Line 54 MATCHING EXPENSES (Equals Schedule B, Line 41)
Since the goal is to arrive at a reimbursable amount, the expenses paid out of other sources

of funding, local support and program user fees for example, will have to be deducted. The amount left should be only that which is to be paid for by the contracting state agency.

Line 55 REIMBURSABLE EXPENSES (Line 51 less Lines 52, 53, and 54) (Equals Schedule B, Line 33)
This is the amount that the contracting state agency will pay for the quarter's operations of the program. The cumulative column is what the grant actually paid to date.

Line 56 TOTAL REIMBURSEMENT-TO-DATE
In the quarter-to-date column, this is the total received for this quarter from filing of the Invoice For Reimbursement. The cumulative column's amount is the total received for the grant year-to-date.

Line 57 DIFFERENCE (Line 55 less Line 56)
This is the portion of Reimbursable Expenses not yet paid.

Line 58 ADVANCES
Any advance payments for a grant should appear on this line.

Line 59 THIS REIMBURSEMENT (Line 57 less Line 58)
The remainder should be the amount due under the grant contract. Actual payments are made through the invoicing process and not through the filing of this report.

POLICY 3 REPORTING REQUIREMENTS - SUMMARY

Policy 3 requires reporting the entire operation of the Grantee agency. This could include numerous programs and contracts. Policy 3 requirements are outlined in each contract and are available on line at: http://www.state.tn.us/finance/act/policyb.html

The “Contractor/Grantee” is the agency receiving the state grant.

The “Contracting State Agency” is the state agency that gives the grant.

Reports are normally due 30 days after the close of the Grantee's accounting quarter and year, which may/may not coincide with the State accounting quarter and year end. Exact requirements are in the contract.

Policy 3 reporting requires one report from each contracting agency consisting of Schedules A, B, and C and a Funding Information Summary. Schedules A and B detail each program added to a contract total. Schedules A and B are designed to show 2 programs per page and there would be only one Schedule C per grantee. On Schedules A and B, programs that are not state funded can be rolled into a single program category. The lines on Schedule A for year-to-date information add across all programs/contracts to the corresponding line on the Schedule C - Grant contracts in the first column and non-grant operations in the second column.

The third column of the Schedule C shows Administrative Expenses incurred by the Grantee. Administrative expenses are generally those that benefit programs but are not directly associated with the program/contract. These could include the Executive Director, office operation, accounting staff, and other similar expenses. This column will also show the allocation of Administrative Expenses to the various programs/contracts, if this is done by the Grantee. If allocated, a negative on line 22 is equal to the Administrative Expense allocated to the grant and non-grant programs/contracts. Administrative Expenses may include some items that are not subject to allocation so the amount allocated may/may not equal the total Administrative Expense reported. Allocation of Administrative Expenses requires an approved allocation plan.

The fourth column of the Schedule C shows the total operation of the reporting grantee for the year-to-date. The Policy 3 report should, in total, match the total operation of the Grantee.

The funding Information Summary shows the method of allocating Administrative Expenses. If there is no approved allocation plan and the grantee does not allocate Administrative Expenses, then there is no entry on Schedule C, line 22 and no allocation to the programs/contracts. This form must be submitted with every report.

Tennessee Department of Health
Funding Information Summary

AGENCY NAME _____
ADDRESS _____
CITY, STATE, ZIP _____

REPORTING PERIOD: (MM/DD/YY) FROM: _____ THRU: _____

AGENCY FISCAL YEAR END (MM/DD) _____

COST ALLOCATION: DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN?
YES ____ NO _____

If yes, Name of organization that approved the Plan: _____

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:
Ratio of direct program salaries to total direct salaries applied to administrative cost. _____
Ratio of direct program expenditure to total direct expenditures applied to administrative cost. _____
Cost step down. _____
Other (describe) _____

Is your organization: _____ A private not-for-profit organization?
_____ A state college or university, or part of a city government?

DIRECTOR _____ PHONE # _____

PREPARER OF REPORT _____ PHONE # _____

DATE COMPLETED _____

Schedule A, Part 1 STATE OF TENNESSEE PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE _____ FEDERAL ID # _____

CONTRACTING STATE AGENCY _____ REPORT PERIOD _____

Program # _____

Contract Number _____

Grant Period _____

Program Name _____

Service Name _____

Schedule A

Item #	EXPENSE BY OBJECT:	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses (add lines 1 and 2)	0.00	0.00	0.00	0.00
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a					
b					
c					
d					
19	Total Non-personnel Expenses (add lines 4 - 18)	0.00	0.00		0.00
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES	0.00	0.00		0.00
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES	0.00	0.00	0.00	0.00
24	In-Kind Expenses				
25	TOTAL EXPENSES	0.00	0.00	0.00	0.00

Schedule B, Part 1 STATE OF TENNESSEE PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE _____ FEDERAL ID # _____

CONTRACTING STATE AGENCY _____ REPORT PERIOD _____

Program # _____ _____

Contract Number _____ _____

Grant Period _____ _____

Program Name _____ _____

Service Name _____ _____

Schedule B

Item #	SOURCES OF REVENUE	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
	Reimbursable Program Funds				
31	Reimbursable Federal Program Funds				
32	Reimbursable State Program Funds				
33	Total Reimbursable Program Funds (equals line 55)	0.00	0.00	0.00	0.00
	Matching Revenue Funds				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)	0.00	0.00	0.00	0.00
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 less lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)	0.00	0.00	0.00	0.00
58	Advances	0.00	0.00	0.00	0.00
59	This reimbursement (line 57 less line 58)	0.00	0.00	0.00	0.00

Schedule C - Final Page | STATE OF TENNESSEE | PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE _____ FEDERAL ID # _____

CONTRACTING STATE AGENCY _____ REPORT PERIOD _____

Schedule A Year-To-Date Information

Item #	EXPENSE BY OBJECT:	TOTAL DIRECT PROGRAM EXPENSES	TOTAL NONGRANT/ UNALLOWABLE EXPENSES	TOTAL ADMINISTRATIVE EXPENSES	GRAND TOTAL
		YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
1	Salaries and Wages				0.00
2	Employee Benefits & Payroll Taxes				0.00
3	Total Personnel Expenses	0.00	0.00	0.00	0.00
4	Professional Fees				0.00
5	Supplies				0.00
6	Telephone				0.00
7	Postage and Shipping				0.00
8	Occupancy				0.00
9	Equipment Rental and Maintenance				0.00
10	Printing and Publications				0.00
11	Travel				0.00
12	Conferences and Meetings				0.00
13	Interest				0.00
14	Insurance				0.00
15	Grants and Awards				0.00
16	Specific Assistance to Individuals				0.00
17	Depreciation				0.00
18	Other Non-personnel Expenses (detail)	----------	----------	----------	----------
a	_____				0.00
b	_____				0.00
c	_____				0.00
d	_____				0.00
19	Total Non-personnel Expenses	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases				0.00
21	TOTAL DIRECT PROGRAM EXPENSES	0.00	0.00	0.00	0.00
22	Administrative Expenses				0.00
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES	0.00	0.00	0.00	0.00
24	In-Kind Expenses				0.00
25	TOTAL EXPENSES	0.00	0.00	0.00	0.00

ATTACHMENT 8

Annual (Final) Report*

1. **Grantee Name:**
2. **Grant Contract Edison Number:**
3. **Grant Term:**
4. **Grant Amount:**
5. **Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress and any activities that were not completed).*

***Submit one copy each to:**

- Invoices.HIV@tn.gov
- FA.Audit@tn.gov
- Maria.Suttin@tn.gov

RLA-17268 **R-25-5-701**

COMMISSION

Meeting Date: 05/19/2025

Requested By: Anna Roeder, PARKS AND RECREATION

Department: PARKS AND RECREATION

Requires Expenditure of Funds: NO Funded in Current Budget: NO

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of donations for Knox County Parks and Recreation of two parcels, 2302 E. Governor John Sevier Highway, Parcel ID #097 05902, and 0 Rising Oak Way, Parcel ID #049 08804, to be used for Knox County Park Land. *(Parks and Recreation)*

Attachments

Resolution

French Broad Veterans Memorial Park

New Harvest Addition

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AUTHORIZING THE ACCEPTANCE OF DONATIONS FOR KNOX COUNTY PARKS AND RECREATION OF TWO PARCELS, 2302 E. GOVERNOR JOHN SEVIER HIGHWAY, PARCEL ID #097 05902, AND 0 RISING OAK WAY, PARCEL ID #049 08804, TO BE USED FOR KNOX COUNTY PARK LAND.

RESOLUTION: **R-25-5-701**

REQUESTED BY: **PARKS & RECREATION**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Legacy Parks Foundation is the owner of real property located at 2302 E. Governor John Sevier Highway (Parcel ID #097 05902) and 0 Rising Oak Way (Parcel ID #049 08804) in Knox County (the "Parcels"); and

WHEREAS, Legacy Parks Foundation desires to donate the Parcels to Knox County for Knox County Parks and Recreation to use for Knox County park land; and

WHEREAS, the Knox County Commission desires to authorize the acceptance of the donation of the Parcels for the benefit of the public to use as park land.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby authorizes the acceptance of donations for Knox County Parks and Recreation of two parcels, 2302 E. Governor John Sevier Highway (Parcel ID #097 05902) and 0 Rising Oak Way (Parcel ID #049 08804), to be used for Knox County park land.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute the appropriate deed and any and all other documents which may be necessary to effectuate and complete the donation of the Parcels to Knox County, subject to the review and approval of the Knox County Law Director's Office.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

KNOX COUNTY PARKS AND RECREATION
RECIEPT OF DONATION

Provide one copy to Department, one copy to Donor, and one copy to Commission within 30 days of acceptance.

Date: 04 /30 /2025

Business /Organization/Sponsors Name: Legacy Parks Foundation

Contact Name and Title: Carol Evans, Executive Director

Address: 900 Volunteer Landing Lane, Knoxville, TN 37915

Email: cevans@legacyparks.org

Phone: 865 - 386 - 9666

Tax ID/SSN: 20-4631230

Type of Donation: _ _ Monetary _ ✓ _ Land/Goods/Services

Donor Estimate of Current Value of Donation (Fair Market Value): $ 1,900,000 .___

Payment Method:

_ . **Check** (Make checks payable to Knox County Parks & Recreation-
Attn: Finance & Administration Director)

_ . **Credit Card** (Visa or Master Card accepted)

CC# _____

Expiration Date: _____/_____ Security Code_____

_ ✓ _ No goods or services were provided in exchange, in whole or in part, for the donation.

_ _ If land, goods, or services - describe donation and provide serial or VIN number, if applicable.

2302 E. Governor John Sevier Highway parcel #097 05902

_ _ This donation is to be used at Knox County's discretion.

_✓_ This donation is to be used specifically for the following purpose:

public park

Potential immediate or initial acquisition or installation cost, ongoing maintenance or replacement cost:

Department and Budget Unit receiving donation: **Knox County Parks & Recreation**

Additional Remarks:

Signature of Donor: Carol Evans Digitally signed by Carol Evans Date: 2024.11.21 16:39:42 -05'00'

☑ **Approved** ☐ **Denied**

Date: Apr 22, 2025 **Department Director Signature:** Joe Mack (Apr 22, 2025 08:06 CDT)

Donations are tax deductible, to the extent allowable by law. KCPR Tax ID #: 62-6007979
Knox County cannot guarantee future funding for repair, maintenance, use or replacement of donated items.

If you have any questions or concerns contact us at **865-215-6600**.

KNOX COUNTY PARKS AND RECREATION
RECIEPT OF DONATION

Provide one copy to Department, one copy to Donor, and one copy to Commission within 30 days of acceptance.

Date: 04 /30 /2025

Business /Organization/Sponsors Name: Legacy Parks Foundation

Contact Name and Title: Carol Evans, Executive Director

Address: 900 Volunteer Landing Lane, Knoxville, TN 37915

Email: cevans@legacyparks.org

Phone: 865 - 386 - 9666

Tax ID/SSN: 20-4631230

Type of Donation: _ _ Monetary _ ✓ _ Land/Goods/Services

Donor Estimate of Current Value of Donation (Fair Market Value): $205,000.___

Payment Method:

_ _ **Check** (Make checks payable to Knox County Parks & Recreation-
Attn: Finance & Administration Director)

_ _ **Credit Card** (Visa or Master Card accepted)

CC# _____

Expiration Date: _____/_____ Security Code_____

_ ✓ _ No goods or services were provided in exchange, in whole or in part, for the donation.

_ _ If land, goods, or services - describe donation and provide serial or VIN number, if applicable.

New Harvest Park Addition - 0 Rising Oak Way parcel #049 08804

_ _ This donation is to be used at Knox County's discretion.

_✓_ This donation is to be used specifically for the following purpose:

public park

Potential immediate or initial acquisition or installation cost, ongoing maintenance or replacement cost:

Department and Budget Unit receiving donation: **Knox County Parks & Recreation**

Additional Remarks:

Signature of Donor: Carol Evans Digitally signed by Carol Evans Date: 2024.11.21 16:39:42 -05'00'

_☑_ **Approved** ☐ **Denied**

Date: Apr 22/2025 / **Department Director Signature:** Joe Mock (Apr 22, 2025 08:07 CDT)

Donations are tax deductible, to the extent allowable by law. KCPR Tax ID #: 62-6007979
Knox County cannot guarantee future funding for repair, maintenance, use or replacement of donated items.

If you have any questions or concerns contact us at **865-215-6600**.

RLA-17255 **R-25-5-901**

COMMISSION

Meeting Date: 05/19/2025

Requested By: Danielle Davis, BENEFITS

Department: BENEFITS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the First Amendment to the Administrative Services Agreement with BlueCross BlueShield of Tennessee, Inc. for the administration of employee medical insurance benefits under the Knox County Government Health Care Plan.
(Benefits)

Attachments

Resolution

Contract Summary

2025 BCBST ASA Amendment

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING THE FIRST AMENDMENT TO THE ADMINISTRATIVE SERVICES AGREEMENT WITH BLUECROSS BLUESHIELD OF TENNESSEE, INC. FOR THE ADMINISTRATION OF EMPLOYEE MEDICAL INSURANCE BENEFITS UNDER THE KNOX COUNTY GOVERNMENT HEALTH CARE PLAN.

RESOLUTION: **R-25-5-901**

REQUESTED BY: **BENEFITS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, by means of Resolution R-23-9-909, the Knox County Commission approved the revised Administrative Services Agreement with BlueCross BlueShield of Tennessee, Inc. for the administration of employee medical insurance benefits under the Knox County Government Health Care Plan (the "Administrative Services Agreement"); and

WHEREAS, Knox County and BlueCross BlueShield of Tennessee, Inc. desire to enter into a First Amendment to the Administrative Services Agreement to make various revisions including the addition of the chronic disease management program, as further detailed in the attached First Amendment.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The First Amendment to the Administrative Services Agreement with BlueCross BlueShield of Tennessee, Inc. for the administration of employee medical insurance benefits under the Knox County Government Health Care Plan is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the First Amendment to the Administrative Services Agreement with BlueCross BlueShield of Tennessee, Inc. for the administration of employee medical insurance benefits under the Knox County Government Health Care Plan shall be executed subject to such amendment or action not affecting the substantive provisions of the agreement as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division • Department of Finance • 1000 North Central St., Suite 100 • Knoxville, TN 37917

Summary Documentation for Contract Approval

Nature of Contract:
Medical insurance benefit services for Knox County Government employees and their eligible dependents.

Contract Update:
This contract was approved by Commission in September 2023 but has had a change which requires us to put it back on the agenda for approval. The Chronic Disease Management programs through Teladoc Health (diabetes prevention program, hypertension management program, and diabetes management program) were added effective January 1, 2024. These programs are estimated to cost Knox County a total of $558,000 over the life of the contract. The fees are billed on a per participant per month basis through claims. Participants are unenrolled from the program if they discontinue active participation for a consecutive six-month period. The Administrative Services Fees (ASFs) previously approved by Commission remain unchanged.

Statement of Support:
The chronic disease management programs are available at no cost to all employees and dependents who are enrolled in a Knox County medical insurance plan and meet the eligibility criteria for each program. Eligible participants have access to health coaches, health devices, tracking and personalized action plans. The addition of the chronic disease management programs will improve health outcomes for members who chose to participate in the program.

Department Head Signature: Danielle Davis

FIRST AMENDMENT TO THE ADMINISTRATIVE SERVICES AGREEMENT between BLUECROSS BLUESHIELD OF TENNESSEE, INC. and KNOX COUNTY, TENNESSEE

BlueCross BlueShield of Tennessee, Inc. ("BlueCross"), and Knox County, Tennessee ("Employer") (individually, a "Party" and collectively the "Parties") have previously entered into an Administrative Services Agreement, effective as of January 1, 2024 (the "Agreement"). This is the First Amendment to that Agreement, effective as of January 1, 2025, unless otherwise specified (the "First Amendment Effective Date").

For valuable consideration, the receipt of which is duly acknowledged the parties agree as follows:

1. **Article I – RESPONSIBILITIES TO THE PARTIES**, section 1.1., of the Agreement is amended to read as follows:

   1.1. BlueCross. BlueCross shall provide administrative claims payment services in accordance with the terms of the Benefit Documents, shall perform other services as set forth in this Agreement, and shall perform other duties specifically assumed by BlueCross pursuant to this Agreement. BlueCross does not assume any financial risk or obligation with respect to Approved Claims, except for eligibility errors as defined in section 1.6. BlueCross shall perform its services and duties in accordance with the terms of this Agreement and applicable law and will administer the benefits in accordance with BlueCross's customary administrative standards and practices and generally accepted standards applicable to claims administration, including other licensees of the Association. To the extent Employer or the Plan engages a third-party Employer Service Vendor to administer certain benefits under the Plan, Employer hereby acknowledges and agrees that (i) BlueCross, BlueCross' Affiliates, and their subcontractors or assigns shall have no responsibility for any act, error, or omission of such Employer Service Vendor or with respect to the performance of such Employer Service Vendor and (ii) as between the parties hereto, Employer shall remain fully responsible and liable for the acts or omissions of all Employer Service Vendors.

2. **Article I – RESPONSIBILITIES TO THE PARTIES**, section 1.3., of the Agreement is amended to read as follows:

   1.3. Benefit Documents. Employer shall provide BlueCross with a current, detailed, accurate copy of the Benefits Documents, which are attached hereto as Exhibit A ("Benefit Documents"). Employer shall notify BlueCross of any planned changes Employer intends to make to the terms and/or conditions of the Benefit Documents or the Plan. Notification shall be made sufficiently in advance of any such changes so as to permit BlueCross reasonable time to review and/or implement such changes. It is Employer's obligation to ensure all Benefit Documents, whether produced by BlueCross or Employer, meet the requirements of applicable laws. Employer agrees that all Association-mandated language shall be included in its Benefit Documents. BlueCross shall not be responsible for administering any Benefit Document that has not been reviewed and accepted by BlueCross. Until Employer has approved the Benefits

Documents, BlueCross will administer the quoted benefits according to the descriptions contained in Employer's Benefits Documents last accepted by BlueCross.

3. **Article I – RESPONSIBILITIES TO THE PARTIES**, section 1.8 of the agreement is deleted in its entirety and section 1.6., of the Agreement is amended to read as follows:

   1.6. Claims Funding. Employer shall timely pay the invoiced amount for Approved Claims. BlueCross shall notify Employer weekly of the estimated amounts necessary to fund the Approved Claims. Employer shall then appropriately fund the Approved Claims in accordance with this Agreement. Nothing in this Agreement shall obligate or shall be deemed to obligate BlueCross to use its funds to satisfy any of Employer's obligations pursuant to this Agreement or Plan benefits except when accurate eligibility information was timely provided by Employer and BlueCross paid a claim in error. Employer's assets and amounts contributed by Members, if applicable, are the only source or sources of funding and payment of Approved Claims or any other benefit provided under the Plan.

4. **Article II – CONFIDENTIALITY**, section 2.2.2.1., of the Agreement is amended to read as follows:

   2.2.2.1. Written authorization by Employer to release the Confidential Information to the Employer Service Vendor and a statement that Employer has entered into a business associate agreement with such Employer Service Vendor as required by HIPAA;

5. **Article III – TERM AND TERMINATION**, section 3.3., of the Agreement is amended to read as follows:

   3.3. Termination for Invalid Use of Information. If Employer uses or discloses BlueCross's Confidential Information in any manner not authorized by this Agreement, such disclosure shall constitute a material breach that is not subject to cure or correction, and BlueCross may terminate the Agreement immediately pursuant to Section 3.6.

3. **Article III – TERM AND TERMINATION**, section 3.6.2., of the Agreement is amended to read as follows:

   3.6.2. If the Non-breaching Party determines that a material breach has occurred, it must provide the Breaching Party with written notice and no less than thirty (30) days to cure the breach. If the breach is not cured during such cure period, the Non-breaching Party may terminate the Agreement the effective as of the date set forth in the notice.

4. **Article V – LIABILITY AND INDEMNIFICATION,** section 5.1.3., of the Agreement is amended to read as follows:

   5.1.3. BlueCross's liability to Employer for Losses pursuant to this Agreement shall be limited to the value of the ASFs received by BlueCross under the Agreement prior to the occurrence of the act, action, or failure to act that forms the basis of BlueCross's liability.

5. **Article V – LIABILITY AND INDEMNIFICATION,** section 5.1.4., of the Agreement is amended to read as follows:

5.1.4. Notwithstanding the foregoing, BlueCross's duty to indemnify for Losses and hold Employer harmless pursuant to Subsection 5.1.2 shall not extend to Losses arising out of or in connection with acts or omissions of (i) any Network Providers that provide services to Members, or (ii) any act, error, or omission of any Employer Service Vendor, or any services such Employer Service Vendor provide(s) to the Employer and/or Plan.

6. **Article V – LIABILITY AND INDEMNIFICATION,** section 5.4.1, of the Agreement is amended to read as follows:

   5.4.1. Legal Actions Brought Against BlueCross. If a third party claim is asserted against BlueCross (but not Employer) that is based upon actions taken or the language of this Agreement, and litigation is commenced against BlueCross by a Member or provider ("Action"):

7. **Article V – LIABILITY AND INDEMNIFICATION,** section 5.4.1.1., of the Agreement is amended to read as follows:

   5.4.1.1. BlueCross will provide written notice to Employer as soon as practicable, but in no event more than ninety (90) days after the initial notice of such Action was received by BlueCross. Additionally, BlueCross will provide Employer with information with respect to the status of such Action at reasonable intervals. BlueCross may select and retain counsel as it deems appropriate in connection with such Action with respect to the interests of BlueCross.

8. **Article V – LIABILITY AND INDEMNIFICATION,** section 5.4.2.1., of the Agreement is amended to read as follows:

   5.4.2.1. Employer will select and retain counsel (and not BlueCross) and will assume liability for the payment of legal fees, costs and disbursements in connection with such Action.

9. **Article VII – DEFINITIONS,** section 7.13., of the Agreement is amended to read as follows:

   7.13. "Employer Service Vendor" means any person providing services to or on behalf of the Plan or the Employer in connection with the Plan or under the Agreement and any subcontractor(s) of such Employer Service Vendor.

10. Exhibit B, Section 1.1., to the Agreement is amended and replaced with the following:

    1.1 Medical ASF

Rates effective as of:	January 1, 2025[1]	January 1, 2026	January 1, 2027	January 1, 2028
Medical ASF	$35.59 per Subscriber per month	$35.59 per Subscriber per month	$36.66 per Subscriber per month	$37.76 per Subscriber per month
Medical Main ASF	**$35.59 per Subscriber per month**	**$35.59 per Subscriber per month**	**$36.66 per Subscriber per month**	**$37.76 per Subscriber per month**

Rates effective as of:	January 1, 2025[1]	January 1, 2026	January 1, 2027	January 1, 2028
Rx Integration Fee	$2.75 per Subscriber per month	$2.75 per Subscriber per month	$2.75 per Subscriber per month	$2.75 per Subscriber per month
Specialty UM Fee	$0.58 per Subscriber per month	$0.58 per Subscriber per month	$0.60 per Subscriber per month	$0.62 per Subscriber per month
Medical Guaranteed ASF	**$38.92 per Subscriber per month**	**$38.92 per Subscriber per month**	**$40.01 per Subscriber per month**	**$41.13 per Subscriber per month**
Medical Total ASF	**$38.92 per Subscriber per month**	**$38.92 per Subscriber per month**	**$40.01 per Subscriber per month**	**$41.13 per Subscriber per month**

1. BlueCross provided a 1-month Fee Holiday of the Total Administrative Services Fee, excluding Broker Commissions, for January 2024. Additional fees such as HRA administration, HSA administration, and Stop Loss Interface Fees were not included in the Fee Holiday. If medical is terminated prior to the end of the multi-year fee guarantee, the Fee Holiday must be repaid.

1.1.1. BlueCross may adjust the above fees at any time, under the following circumstances:

1.1.1.1. Changes in the Plan, BlueCross's duties, legislation, regulation or required assessment or tax that changes BlueCross' cost in administering the plan;

1.1.1.2. Termination or addition of a subsidiary, operation or class of employees covered under the Agreement;

1.1.1.3. Fluctuation of the number of Subscribers by more than 10% percent by location, state and/or in aggregate. Calculation of the Medical Total ASF was based on 2,237 Subscribers;

1.1.1.4. Fluctuation of the Member to Subscriber ratio by +/- 0.05. The Medical Total ASF was based on a Member to Subscriber ratio of 2.04; or

1.1.1.5. Federal, state or local government action, change in law or regulation (or interpretation of a law or regulation) which impacts the benefit levels or affects BlueCross' ability to meet its obligations under this Agreement to Employer, to Employer's Covered Members or to BlueCross' Network Providers, including but not limited to, legislation, regulation(s) or government action(s) which impose requirements that affect: (i) BlueCross' ability to determine or administer Covered Services; (ii) provider's delivery of care or the fees providers charge; or (iii) BlueCross' contracts with Network Providers. Upon the occurrence of an event described in this Section 1.1.1.5., the Parties will make a good faith effort to reach a new agreement that equitably reflects the circumstances as altered by such law, regulation or government action.

1.2. Knox County Allowance

Allowance	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
Allowance	$50,000	$50,000	$50,000	$50,000
The Knox County allowance can be used to offset the cost of requested items such as an implementation audit, custom reporting, and communication initiatives. The allowance may also be used for additional items at the County's discretion; provided, however, that all such items relate to the administration of the healthcare plan for services provided by BlueCross or relate to a wellness activity. Additionally, the Knox County allowance will not be used to reimburse Employer for a consultant fee or any product that was bid on by BlueCross or that can be offered by BlueCross. The allowance will also be available as a reimbursement to the County in the form of an invoice credit. All requests for reimbursement shall be made by the March 1st following the end of the benefit period in which the expense was incurred. Funds from the Knox County allowance will be paid to Employer through a credit to Employer's monthly invoice. Any remaining allowance is forfeited after the end of each benefit period and no balance carries forward.				

1.3. Stop Loss Interface Fee

Rates effective as of:	January 1, 2025
Stop Loss Interface Fee	$1.10 per contract per month

11. Effective January 1, 2024, Exhibit B, to the Agreement is amended by adding the following new section 5.8.:

5.8. Diabetes Prevention Program (DPP) enrollment is on a participation -specific basis, with fees assessed for the first 6 months of participation and on a monthly basis thereafter*. Employer shall be responsible for any reporting, withholding and taxes associated with all applicable services.

Diabetes Prevention Program (DPP) Fees

Fee	Per Participant Charge	Description
Monthly Participation (Months 1-12)	$60 Per Participant Per Month	The monthly charge for months 1-12 includes set-up and implementation, Member registration, welcome kit containing a cellular-enabled scale, diabetes prevention program coaching and education. Member access to 24/7 on call support, mobile app and web portal and personal challenges.
Monthly Participation (Months 13 and beyond)	$30 Per Participant Per Month	The monthly charge for months 13 and beyond includes continued access to the program's functionality that was available in months 1-12.
Replacement Device	$95 per replacement	Lost or damaged cellular-enabled scale replacements are the responsibility of the Employer.

*Each Participant has an initial minimum enrollment term of six (6) consecutive months. After the 6-month requirement has been fulfilled, participation will be evaluated monthly and charges for the services will continue monthly or until the Participant has discontinued Active participation for a consecutive six (6) month period.

"Active" participation means a Participant is engaging in one or more of the following activities: live coaching sessions, digital coaching sessions, communication exchange between a Teladoc Health coach and Participant related to diabetes prevention, mobile app usage, Participant support call, shared data with care team, weigh-ins, food logging, or portal logins.

12. Effective January 1, 2024, Exhibit B, to the Agreement is amended by adding the following new section 5.9.:

    5.9. Diabetes Management Program (DMP) enrollment is on a participation-specific basis, with fees assessed for the first 6 months of participation and on a monthly basis thereafter*. Employer shall be responsible for any reporting, withholding and taxes associated with all applicable services.

Diabetes Management Program (DMP) Fees

Fee	**Per Participant Charge**	**Description**
Monthly Participation	$67 Per Participant Per Month	The monthly charge includes set-up and implementation, Member registration, welcome kit containing FDA-approved data enabled blood glucose meter, unlimited supply of test strips and lancets, first line acute response to alerts generated from the use of the glucometer device, diabetes coaching and education, Member access to 24/7 on call support, mobile app and web portal with tips of the day.
Replacement Devices	$167 per replacement	Lost or damaged blood glucose meter replacements are the responsibility of the Employer.

* Each Participant has an initial minimum enrollment term of six (6) consecutive months. After the 6-month requirement has been fulfilled, participation will be evaluated monthly and charges for the services will continue monthly or until the Participant has discontinued Active participation for a consecutive six (6) month period.

"Active" use of the DMP means a Participant is engaging in one or more of the following activities: blood glucose checks or submission, live coaching sessions, digital coaching sessions, communication exchange between a Teladoc Health coach and Participant related to diabetes management, mobile app usage, Member support call, shared data with care team, or portal logins.

13. Effective January 1, 2024, Exhibit B, to the Agreement is amended by adding the following new section 5.10.:

"5.10. Hypertension Management Program (HMP) enrollment on a participation-specific basis, with claims sent for the first 6 months of participation and on a monthly basis thereafter*. Employer shall be responsible for any reporting, withholding and taxes associated with all applicable services.

Hypertension Management Program Fees

Fee	**Per Participant Charge**	**Description**
Monthly Participation	$39 Per Participant Per Month	The monthly charge includes set-up and implementation, Member registration, welcome kit containing a cellular-enabled blood pressure monitor, hypertension management program coaching and education. Member access to 24/7 on call support, mobile app and web portal, and personal challenges.
Replacement Device	$97 per replacement	Lost or damaged cellular-enabled blood pressure monitor replacements are the responsibility of the Employer.

*Each Participant has an initial minimum enrollment term of six (6) consecutive months. After the 6-month requirement has been fulfilled, participation will be evaluated monthly and charges for the services will continue monthly or until the Participant has discontinued Active participation for a consecutive six (6) months.

"Active" use of the HMP means a Participant is engaging in one or more of the following activities: live coaching sessions, digital coaching sessions, communication exchange between a Teladoc Health coach and Participant related to hypertension management, mobile app usage, member support call, shared data with care team, blood pressure checks, food logging or portal logins."

14. Exhibit B, to the Agreement is amended to read as follows:

5.11. AdHoc requests for clinical information, including plan of care, for a specific member or set of members:

5.11.1. Requests for a discussion/consult/review with a BlueCross Medical Director or Pharmacy Director will incur a charge of $375 per hour assessed in 15-minute increments.

5.11.2. Request for a Care Management Nurse to provide detailed information, including Case Management Notes, in excess of 2 members per quarter will incur a charge of $125 per hour assessed in 15-minute increments.

15. Exhibit B, section 7.2., to the Agreement is amended to read as follows:

7.2. If BlueCross elects not to suspend claim payments on behalf of Employer, Employer shall pay a late fee of 1% percent per month on all amounts that are due and unpaid to BlueCross, pro-rated for each day that such amounts remain outstanding.

16. Exhibit B, section 7.3., to the Agreement is amended to read as follows:

7.3. If a partial amount is available, BlueCross may elect (but is not required) to utilize those funds to pay Approved Claims until full payment is made by Employer. BlueCross has full discretion to determine which Approved Claims will be paid with these partial funds, and may or may not exercise that discretion.

17. Exhibit C, section 4.5., is removed in its entirety:

4.5. Negotiating Discounts with Out-of-Network Providers. When permitted by Association rules and guidelines, BlueCross may negotiate a reduction in billed charges for Members' claims for certain Covered Services received from Out-of-Network Providers (as defined in Section 5.4 below) located outside of Tennessee. Claims eligible for this service must meet BlueCross's established criteria. As consideration for this service, BlueCross shall receive a fee of fifteen percent (15%) of the reduction of billed charges.

18. Exhibit C, section 5.4., is amended to read as follows:

5.4. "Out-of-Network Providers" are providers that do not participate in the Blue Network. BlueCross's payment for Covered Services to any Out-of-Network Provider will be based on Maximum Allowable Charge for the service performed. Except as required by applicable law (including the No Surprises Act enacted as part of the Consolidated Appropriations Act, 2021), upon receipt of a completed claim form, and provided adequate funding from Employer is available, BlueCross shall make payment for Covered Services to the Out-of-Network Provider and not the Member, unless BlueCross receives proof of payment from the Member before payment is made to the provider. Except as required by applicable law, when the Member receives services from an Out-of-Network Provider, he or she will be responsible for the payment of any difference between BlueCross's payment and such provider's charge(s), and responsible for any applicable Deductible, Copayment, and Coinsurance, as well as payment of charges for any non-covered services. The Member's responsibility for Coinsurance will be based on the Maximum Allowable Charge for that service. Maximum Allowable Charge shall be calculated as determined by BlueCross in accordance with the EOC, BlueCross policies and applicable law.

19. Exhibit C, section 7.2., is amended to read as follows:

7.2. Whenever BlueCross becomes aware that a claims payment to a provider or Member is more than the amount to which the provider or Member is entitled,

BlueCross shall make a diligent attempt to recover such overpayment, in accordance with its customary administrative procedures, and as permitted by applicable law. In the event any part of an overpayment is recovered, Employer will receive a credit from BlueCross. BlueCross shall not be required to institute any legal proceeding to recover such overpayment. BlueCross will follow its policies and procedures to settle overpayments.

20. Exhibit C, section 7.2.2., is amended to read as follows:

    7.2.2. Subject to the terms in Section 7.2.4, BlueCross will assume liability for an unrecovered overpayment only if and when it is determined that:

21. Exhibit C, section 7.2.4., is amended to read as follows:

    7.2.4. Employer acknowledges and agrees that, except in cases of fraud committed by the provider and, subject to applicable law, BlueCross will not recover overpayments from providers more than 18 months after the date that BlueCross paid the claim submitted by the provider.

22. Exhibit C, section 7.4.2., is amended to by removing the following sentence from the paragraph:

    7.4.2. Employer acknowledges and agrees that BlueCross reimburses Employer and the Plan for such overpayments to providers with BlueCross's general funds and such reimbursement is not contingent on BlueCross's recovery from the provider.

23. Exhibit C, section 10., is amended to read as follows:

    10. Duties with regard to non-BlueRe of Tennessee Stop Loss Vendor. For a separate Interface fee, BlueCross will perform the following services and provide the following information for Employer, or to a third party stop loss vendor Employer, BlueCross and vendor entering into an information sharing agreement pursuant to Section 2.2.2:

24. Exhibit G, section 1.7., is amended to read as follows:

    1.7. Modifications or Changes to Inter-Plan Arrangement Fees or Compensation.

    Modifications or changes to Inter-Plan arrangement fees are generally made effective January 1 of the calendar year, but they may occur at any time during the year. In the case of any such modifications or changes, BlueCross shall provide Employer with at least thirty (30) days' advance written notice of any modification or change to such Inter-Plan arrangement fees or compensation describing the change and the effective date thereof.

25. Exhibit I to the Agreement is amended by adding the following new section 1.:

    1. Diabetes Prevention Program. The program aims to prevent Members from developing diabetes. Members at risk for developing type 2 diabetes are identified through a pre-diabetes screening questionnaire. Once enrolled, Members have access to the DPP's standard suite of tools, such as cellular-enabled scales, interactive coaching sessions, online classes, etc., that help the Member make lifestyle changes and decrease their likelihood of developing diabetes. BlueCross's DPP utilizes a digitally based platform to administer the program. Program fees will be charged on a per-Member basis as described in Exhibit B.

26. Exhibit I to the Agreement is amended by adding the following new section 2.:

    2. Diabetes Management Program. The program aims to reduce hemoglobin A1C levels, emergency room visits and outpatient visits for Members with diabetes who participate in the program. The DMP gives the Member access to monitoring via connected meter and real-time insights, unlimited supply of test strips and lancets shipped direct to Member with automated reordering based on usage, 24/7 support and access to clinical coaches for diabetes education and support. Real-time insights help Members share reports with their provider and receive health notifications and reminders to help keep them on track. The DMP utilizes a digitally-based platform to administer the program. Program fees will be charged on a Per Participant Per Month basis as described in Exhibit B.

27. Exhibit N, section 1.6., is removed in its entirety:

    1.6. If Employer's Plan includes vision benefits, first level grievance is the only grievance service performed for Members appealing an adverse benefit determination related to vision benefits.

28. Exhibit W to the Agreement is amended by adding the following new section 5.:

    5. Enhanced Payment Integrity Services. BlueCross, or its delegate, may conduct pre-payment and post payment enhanced claim integrity reviews. BlueCross, or its delegate, will determine whether and in what manner to conduct such activities, and notwithstanding any provision of this Agreement to the contrary, Employer authorizes BlueCross to conduct such activities. When the enhanced claim integrity review identifies an overpayment or prevents an overpayment from occurring, BlueCross will retain 39% of any such recoveries or prevention savings. Savings are determined at the time of the initial audit finding.

29. Exhibit W to the Agreement is amended by adding the following new section 6.:

    6. Out-of-Network Cost Management Program. When permitted by Association rules and guidelines, BlueCross will calculate a reduction in billed charges for Members' claims for Covered Services received from Out-of-Network Providers (as defined in Exhibit C, Section 5.4). Claims eligible for this service must meet BlueCross's established criteria. As consideration for this service, BlueCross shall receive a fee of fifteen percent (15%) of the reduction of billed charges. This program excludes claims subject to the No Surprises Act.

30. Exhibit J to the Agreement is amended by substituting the attached (Attachment 1) for Exhibit J.

31. Exhibit O to the Agreement is amended by substituting the attached (Attachment 2) for Exhibit O.

All terms and conditions set forth in the Administrative Services Agreement and all prior Exhibits thereto shall remain in full force and effect and are hereby ratified, except and to the extent that such terms and conditions are superseded or modified by the provisions of this Amendment, in which case this Amendment will prevail. In accepting this Amendment, Employer acknowledges its acceptance of said Agreement to which this Amendment is annexed and made a part.

The parties have caused this Amendment to be executed by their duly authorized representatives, effective as of January 1, 2025, unless otherwise specified.

Acceptance by Payment of Fees. BlueCross expects that Employer will demonstrate its acceptance of the terms of this Amendment by signing below. In the event that Employer has not signed this Amendment by the Effective Date, this Agreement will be considered accepted by and binding upon both parties if and when Employer makes a payment to BlueCross in order to receive the services described in this Amendment.

Other Acceptable Forms of this Document. The following shall have the same legal effect as an original: facsimile copy, imaged copy, scanned copy, and/or an electronic version.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

Authorization. The undersigned persons hereby warrant that they are duly authorized to bind each of their represented parties to the terms of this Agreement.

BLUECROSS BLUESHIELD OF TENNESSEE, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

Address: 1 Cameron Hill Circle
Chattanooga, TN 37402

KNOX COUNTY, TENNESSEE

By: _____

Printed Name: _____

Title: _____

Date: _____

Address: 400 Main Street
Knoxville, TN 37902

Employer I.D. No.: 62-6000326

ATTACHMENT 1

EXHIBIT J

PERFORMANCE GUARANTEES

The Medical Performance Guarantees ("Medical PGs") listed in the chart below are effective for the period from January 1, 2025 – December 31, 2028 ("Medical PG Effective Period"). Medical PGs do not extend beyond this period.

Employer must maintain a minimum of 1,000 Medical Subscribers in the Plan each month throughout the Medical PG Effective Period. If this requirement is not met for any month during the Medical PG Effective Period, Medical PGs will be null and void, and no Penalty will be assessed or paid by BlueCross. BlueCross may re-evaluate and/or change Medical PGs if the number of Medical Subscribers fluctuates +/- 10% by location, State and/or in aggregate from 2,326.

Medical PGs will also be null and void if: (1) BlueCross suspends claims payment; (2) Employer is in breach of the Agreement; or (3) either Party experiences an inability to perform due to a Natural or Man-Made Disaster.

Medical PGs will not be negotiated or changed beyond 3 months from the start of the Medical PG Effective Period. The Agreement must be signed by Employer before any Penalty will be assessed or paid by BlueCross.

A Penalty will only apply when the calculation for the performance level of each Medical PG, as measured over each Measurement Period, falls below the Measurement Goal, when using the appropriate Method of Measurement. All measures expressed as a percentage will be rounded to the nearest whole number. All penalty calculations will apply to the Medical Main ASF actually collected during the Measurement Period of the Medical PGs listed in the chart below.

If BlueCross announces a business closure, delayed opening or early closure at a location due to a Natural or Man-Made Disaster Event or if an event described in Section 3.10 of Exhibit C occurs, the performance related to that day or event will be excluded from Medical PG reporting. For purposes of this Exhibit J, a "Natural or Man-Made Disaster" shall mean an event including, but not be limited to, (i) a catastrophic event as described in Section 3.10 of Exhibit C of the Agreement, (ii) or a declarations of disaster made by one of the following:

(A) Presidential declaration of a disaster or emergency under the either the Stafford Act or the National Emergencies Act; (B) a Secretarial declaration of a public health emergency under section 319 of the Public Health Service Act; or (C) a declaration by the Governor of a State or Protectorate.

Medical PG	Description	Method of Measurement	Measurement Goal	Reporting Frequency	Basis For Measurement	Measurement Period	Penalty
Claims Accuracy– Payment	Payment accuracy of medical claims	A statistically valid random sample of claims are selected and tested ("Payment Sample") From Payment Sample: Number of claims paid or denied without financial errors divided by total number of claims	Goal 97% Tier 1: 97.0% - 100% (no penalty) Tier 2: 96.0% - 96.9% (50% of penalty) Tier 3: 95.0% - 95.9% (75% of penalty) Tier 4: < 95.0% (100% of penalty)	Quarterly	MBA Business Unit	Annually	2.0 % of Medical Main ASF Not to exceed $19,868
Claims Accuracy– Financial	Financial accuracy of medical claims	A statistically valid random sample of claims are selected and tested ("Financial Sample") From Financial Sample: Amount of correctly paid dollars divided by total dollars	Goal 99% Tier 1: 99.0% - 100% (no penalty) Tier 2: 98.0% - 98.9% (50% of penalty) Tier 3: 97.0% - 97.9% (75% of penalty) Tier 4: < 97.0% (100% of penalty)	Quarterly	MBA Business Unit	Annually	2.0 % of Medical Main ASF Not to exceed $19,868
Claims Accuracy– Procedural	Procedural accuracy of medical claims "Procedural error" is defined as a processing error that has no financial impact to the claim	A statistically valid random sample of claims are selected and tested ("Procedural Sample") From Procedural Sample: Number of claims paid or denied without procedural errors divided by total number of claims	Goal 97% Tier 1: 97.0% - 100% (no penalty) Tier 2: 96.0% - 96.9% (50% of penalty) Tier 3: 95.0% - 95.9% (75% of penalty) Tier 4: < 95.0% (100% of penalty)	Quarterly	MBA Business Unit	Annually	2.0 % of Medical Main ASF Not to exceed $19,868

Medical PG	Description	Method of Measurement	Measurement Goal	Reporting Frequency	Basis For Measurement	Measurement Period	Penalty
Claims Timeliness– All Claims (14 Days)	Medical claims will be processed in accordance with Measurement Goal. Excludes adjustments, pharmacy claims, 2BC claims[1], and only includes claims for services to eligible BlueCross members.	Number of business days from date claim is received by BlueCross until adjudication is complete (paid or denied) Claims processed through BlueCard program will be measured from date BlueCross receives claim notification until necessary response is provided to Host plan	90% of claims processed in 14 business days Tier 1: 90.0% - 100% (no penalty) Tier 2: 89.0% - 89.9% (50% of penalty) Tier 3: 88.0% - 89.9% (75% of penalty) Tier 4: < 88.0% (100% of penalty)	Quarterly	MBA Business Unit	Annually	2.0 % of Medical Main ASF Not to exceed $19,868
Claims Timeliness– All Claims (30 Days)	All medical claims will be processed in accordance with Measurement Goal. Excludes adjustments, pharmacy claims, 2BC claims[1], and only includes claims for services to eligible BlueCross members.	Number of business days from date claim is received by BlueCross until adjudication is complete (paid or denied status) Claims processed through BlueCard program will be measured from date BlueCross receives claim notification until necessary response is provided to Host plan	95% of all claims processed in 30 business days Tier 1: 95.0% - 100% (no penalty) Tier 2: 94.0% - 94.9% (50% of penalty) Tier 3: 93.0% - 93.9% (75% of penalty) Tier 4: < 93.0% (100% of penalty)	Quarterly	MBA Business Unit	Annually	2.0 % of Medical Main ASF Not to exceed $19,868
Telephone– Abandonment Rate	Telephone call abandonment rate "Abandoned call" is defined as a call-in telephone system greater than three seconds that is terminated by caller before reaching a consumer advisor *This guarantee does not apply for groups that choose AmplifyHealth.	Number of abandoned calls divided by total number of calls accepted into telephone system	5% or less Tier 1: 0.0% - 5.0% (no penalty) Tier 2: 5.1% - 6.0% (50% of penalty) Tier 3: 6.1% - 7.0% (75% of penalty) Tier 4: > 7.0% (100% of penalty)	Quarterly	MBA Business Unit	Annually	2.0 % of Medical Main ASF Not to exceed $19,868

[1]2BC claims are when a member has two policies with BlueCross.

Medical PG	Description	Method of Measurement	Measurement Goal		Reporting Frequency	Basis For Measurement	Measurement Period	Penalty
Reporting– Claims Utilization	Claims Utilization Reports delivered in accordance with Measurement Goal	Number of business days between end of quarter/month and report availability	Quarterly: within 45 business days following end of quarter Monthly: within 30 business days following end of month		Quarterly	Account Specific	Annually	2.0 % of Medical Main ASF Not to exceed $19,868
Telephone– Average Speed of Answer	Telephone inquiries answered in accordance with Measurement Goal *This guarantee does not apply for groups that choose AmplifyHealth.	Total time (in seconds) for all calls to be answered divided by total number of calls	Average of 30 seconds or less. Tier 1: 30 sec or less (no penalty) Tier 2: 30.1 - 31.0 sec. (50% of penalty) Tier 3: 31.1 - 32.0 sec. (75% of penalty) Tier 4: >32.0 sec. (100% of penalty)		Quarterly	MBA Business Unit	Annually	2.0 % of Medical Main ASF Not to exceed $19,868
Member Satisfaction Survey	Randomly generated IVR survey (initiated by member telephone inquiry)	Number of members that responded to survey with satisfied or better divided by total number of members that responded to survey	85%		Quarterly	MBA Business Unit	Annually	2.0 % of Medical Main ASF Not to exceed $19,868
Account Management Satisfaction	Overall customer satisfaction based on responses to questions 1-10 of Account Management Score Card Excludes questions not rated	Rating based on 4-point scale: 4.0 Exceeds Expectations 3.0 Meets Expectations 2.0 Below Expectations 1.0 Substantially Below Expectations	Overall score of 3.0 or better		Annually	Account Specific	Annually	2.0 % of Medical Main ASF Not to exceed $19,868

Attachment 2

EXHIBIT O

SAVINGS GUARANTEE Blue Networks S & P

1. Savings Guarantee.

BlueCross guarantees that, of the claims that are approved for Eligible Charges, Employer will see a savings over the amount charged by Network Providers. The Savings Guarantee will be 60.0%. This Savings Guarantee applies only to Eligible Charges received from a Network Provider.

1.1. This Savings Guarantee is valid only for the period January 1, 2025, through December 31, 2025, (the "SG Effective Period").

1.2. The measuring period for the Savings Guarantee is the applicable Plan Year, not to exceed 12 months.

1.3. The Savings Guarantee is based on the following facts and assumptions:

1.3.1. An enrollment of 2,326 lives and 2.01 contract size, and a network penetration of 95.0%.

1.3.2. No substantial changes (i.e. including but not limited to the addition of a new participating hospital or the termination of a participating hospital) in the Blue Network, or network service area.

1.3.3. The following provider utilization by type: (a) Inpatient, 15.56%; Outpatient, 38.26%; and Physician, 46.18%.

1.4. BlueCross reserves the right to change or nullify the Savings Guarantee if any of the following occur:

1.4.1. A +/-10% change in overall enrollment or contract size, enrollment by location, state or addition/closing of a location.

1.4.2. Network penetration falls below 93.0%.

1.4.3. A substantial change to the Blue Network, or the network service area. In such instance, adjustments will be made accordingly and communicated to Employer as soon as reasonably possible, but not later than 30 days prior to the effective date of the adjustment.

1.4.4. Provider utilization by type deviates +/-5% from the above percentages.

1.5. Savings Guarantee applies to In-Network medical charges only and excludes network access fees, zero discount claims, behavioral health claims, pharmacy claims, provider administered specialty pharmacy claims, and claims over $100,000.

1.6. A Network Savings Summary report will be provided on a quarterly basis.

2. BlueCross will determine the actual Savings Guarantee Percentage and provide Employer with the amount of any applicable refund, if necessary, no later than three months after the end of the applicable Plan Year.

2.1. If the achieved savings percentage is 3-4.9 percentage points below the Savings Guarantee, then BlueCross will refund $5.34 per Subscriber per month.

2.2. If the achieved savings percentage is 5.0 or more percentage points below the Savings Guarantee, then BlueCross will refund an additional $5.34 per Subscriber per month.

2.3. Any amounts owed to Employer by BlueCross will be paid within 30 days of when BlueCross delivers the Savings Guarantee calculation to Employer. Delivery may be accomplished via U.S. mail, electronic mail, or fax. Delivery may also be made in person by a representative of BlueCross.

3. Termination of this Exhibit.

This Savings Guarantee is valid only for the SG Effective Period. Should Employer terminate the Agreement before the end of the SG Effective Period, this Savings Guarantee will be invalid.

RLA-17302 **R-25-5-904**

COMMISSION

Meeting Date: 05/19/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: KNOX RECOVERY/VETERANS TREATMENT CO

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract in the amount not to exceed $330,000.00 with the Tennessee Department of Mental Health and Substance Abuse Services for the continued operation of the Knox Recovery Court and Knox County Veterans Treatment Court for the period beginning July 1, 2025 and ending June 30, 2026. (No local match required) *(Knox Recovery / Veterans Treatment Court)*

Attachments

Resolution

Contract

U

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A GRANT CONTRACT IN THE AMOUNT NOT TO EXCEED $330,000.00 WITH THE TENNESSEE DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES FOR THE CONTINUED OPERATION OF THE KNOX RECOVERY COURT AND KNOX COUNTY VETERANS TREATMENT COURT FOR THE PERIOD BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026. (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-25-5-904**

REQUESTED BY: **KNOX RECOVERY/ VETERANS TREATMENT COURT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox Recovery Court and Knox County Veterans Treatment Court (the "Recovery and Veterans Treatment Courts") have received a grant contract from the State of Tennessee, Department of Mental Health and Substance Abuse Services for the continued operation of the Recovery and Veterans Treatment Courts for the period beginning July 1, 2025 and ending June 30, 2026; and

WHEREAS, under the proposed grant contract, Knox County will receive the amount not to exceed $330,000.00 for the continued operation of the Recovery and Veterans Treatment Courts, as further defined in the Scope of Services and Deliverables section of the attached grant contract; and

WHEREAS, this grant contract does not require matching funds from Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The grant contract with the Tennessee Department of Mental Health and Substance Abuse Services for the continued operation of the Knox Recovery Court and Knox County Veterans Treatment Court is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the grant contract with the Tennessee Department of Mental Health and Substance Abuse Services for the continued operation of the Knox Recovery Court and Knox County Veterans Treatment Court shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

10.31.24 GG

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking # 33901	Edison ID
July 1, 2025	June 30, 2026	NA	

Grantee Legal Entity Name	Edison Vendor ID
Knox County Government	2699

Subrecipient or Recipient	Assistance Listing Number
☐ Subrecipient ☒ Recipient	Grantee's fiscal year end: June 30

Service Caption (one line only)

Tennessee Certified Recovery Court Program (TCRCP)

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026	$330,000.00				$330,000.00
TOTAL:	**$330,000.00**				**$330,000.00**

Grantee Selection Process Summary

☒ Competitive Selection	Pursuant to TCA 33-1-302 and 33-1-304, grantees are selected in accordance with state policy, department duties, department powers, and commissioner duties and powers as related to serving as the state's mental health and substance abuse authority responsible for planning for and promoting the availability of a comprehensive array of high quality prevention, early intervention, treatment, and habilitation services and supports that meets the needs of service recipients in a community-based, family-oriented system.
☐ Non-competitive Selection	

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Gene Wood

Speed Chart (optional)	Account Code (optional)

CPO USE – GG

i

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES
AND
KNOX COUNTY GOVERNMENT

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Mental Health and Substance Abuse Services, hereinafter referred to as the "State" or the "Grantor State Agency" and Knox County Government, hereinafter referred to as the "Grantee," is for the provision of the Tennessee Certified Recovery Court Program (TCRCP), as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2699

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Service Definitions:

a. The Tennessee Certified Recovery Court Program (TCRCP) requires that recovery court treatment services are provided to non-violent offenders under the national standards of the Ten (10) Key Components of Drug Courts and Adult Drug Court Best Practice Standards outlined in Section A.2.e.

b. Participation by defendants in any of the recovery court programs under the TCRCP is voluntary. Services to be provided by the recovery court programs under the TCRCP include intensive court supervision; mandatory drug testing; substance use treatment services; and other social services as an alternative to incarceration.

c. A certified recovery court is required to provide treatment to eligible TCRCP participants. Any substance use treatment services must be provided by appropriately licensed and certified personnel approved by the State. Such treatment may be provided 1) in-house under an appropriate facility license issued to the certified recovery court; 2) by licensed and certified staff providing these services for the certified recovery court; or 3) by licensed and certified community treatment providers providing these services to the TCRCP participants at the direction of the certified recovery court.

d. "Recovery Courts", for purposes of this Grant Contract, are specialized courts or court calendars that incorporate intensive judicial supervision; treatment services; sanctions; and incentives to address the needs of non-violent offenders with substance use and/or co-occurring disorders.

e. A recovery court team shall be composed of the judge; prosecutor; defense attorney; recovery court coordinator; probation officer; treatment providers; and other program staff or designees. The team works in concert to ensure that defendants have the support of the justice system and treatment services to address their substance use and mental health treatment needs.

f. The Recovery Court Coordinator oversees the activity of the team, conducts quality assurance of each team member, maintains client data, remains informed regarding fiscal compliance of the recovery court, and coordinates services for recovery court participants.

g. The TNRAS (Tennessee Risk Assessment System) is a dynamic risk/needs assessment system to be used with adult offenders. It offers criminal justice professionals the ability to assess individuals at various decision points across the criminal justice system. The

results of the assessment on offenders shall guide their case planning, supervision level, program referral and placement, and treatment intervention.

h. Ten (10) Key Components are the basic elements that define a Drug Court. Comprehensive information regarding these components can be found at the website of AllRise (www.allrise.org). The Ten (10) Key Components include:

(1) Drug Courts integrate alcohol and other treatment services with justice system case processing;

(2) Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights;

(3) Eligible participants are identified early and promptly placed in the Drug Court program;

(4) Drug Courts provide access to a continuum of alcohol, drug, and other related treatment and rehabilitation services;

(5) Abstinence is monitored by frequent alcohol and other drug testing;

(6) A coordinated strategy governs Drug Court responses to participants' compliance;

(7) Ongoing judicial interaction with each Drug Court participant is essential;

(8) Monitoring and evaluation measure the achievement of program goals and gauge effectiveness;

(9) Continuing interdisciplinary education promotes effective Drug Court planning, implementation, and operations; and

(10) Forging partnerships among Drug Courts, public agencies, and community-based organizations generates local support and enhances Drug Court program effectiveness.

i. Adult Drug Court Best Practice Standards are guidelines for implementation and operation of an effective drug court program further information regarding these standards can be found on AllRise (www.allrise.org). The Adult Drug Court Best Practice Standards are:

(1) Target Population – Eligibility and exclusion criteria for the Recovery Court are predicated on empirical evidence indicating which types of offenders can be treated safely and effectively in Recovery Courts. Candidates are evaluated for admission to the Recovery Court using evidence-based assessment tools and procedures. The treatment court serves high-risk and high-need individuals. These are individuals who (1) are at significant risk for committing a new crime or failing to complete less intensive dispositions like probation, and (2) have a moderate to severe substance use disorder that includes a substantial inability to reduce or control their substance use, persistent substance cravings, withdrawal symptoms, and/or a pattern of recurrent substance use binge episodes

(2) Historically Disadvantaged Groups – Citizens who have historically experienced sustained discrimination or reduced social opportunities because of their race, ethnicity, gender, sexual orientation, sexual identity, physical or mental disability, religion, or socioeconomic status receive the same opportunities as other citizens to participate and succeed in the Recovery Court.

(3) Roles and Responsibilities of the Judge – The Recovery Court judge stays abreast of current laws and research on best practices in Recovery Court, participates regularly in team meetings, interacts frequently and respectfully with participants and gives due consideration to the input of other team members.

(4) Incentive, Sanctions, and Therapeutic Adjustments – Consequences for participant's behavior are predictable, fair, consistent, and administered in accordance with evidence-based principles of effective behavior modification.

(5) Substance Use Treatment – Participants receive substance use treatment based on a standardized assessment of their treatment needs. Substance use treatment is not provided to reward desired behaviors, punish infractions, or serve other non-clinically indicated goals. Treatment providers are trained and supervised to deliver a continuum of evidence-based interventions that are documented in treatment manuals.

(6) Complementary Treatment and Social Services – Participants receive complementary treatment and social services for conditions that co-occur with substance use and are likely to interfere with their compliance in Recovery Court, increase criminal recidivism, or diminish treatment gains.

(7) Recovery and Alcohol Testing – Drug and alcohol testing provides an accurate, timely, and comprehensive assessment of unauthorized substance use throughout participant's enrollment in the Recovery Court.

(8) Multidisciplinary Team – A dedicated multidisciplinary team of professional manages the day-to-day operations of the Recovery Court, including reviewing participant progress during pre-court staff meetings and status hearings, contributing observations and recommendations within team member's respective areas of expertise, and delivering or overseeing the delivery of legal treatment and supervision services.

(9) Census and Caseloads – The Recovery Court serves as a many eligible individuals as practicable while maintaining continuous fidelity to best practice standards.

(10) Monitoring and Evaluation – The Recovery Court routinely monitors its adherence to best practice standards and employs scientifically valid and reliable procedures to evaluate its effectiveness.

A.3. Service Recipients:

The target population is adult non-violent offenders who meet the criteria of a recovery court program under the TCRCP and voluntarily participate in a recovery court program under the TCRCP.

A.4. Service Goals:

a. To reduce the use of jail and prison beds and other correctional services by non-violent offenders with substance use disorders by diverting them to rehabilitative programs.

b. To reduce incidences of drug use and drug dependence among offenders with substance use disorders.

c. To reduce crimes committed as a result of drug use.

d. To promote public safety through the reductions listed in Sections A.4.a. through A.4.c.

e. To increase the personal, familial, and societal accountability of offenders with substance use disorders.

f. To promote effective interaction and the use of resources among local criminal justice agencies and community agencies.

A.5. Structure:

a. The Grantee shall maintain a written program description to include: 1) projected number of participants to be served by a recovery court program under the TCRCP; 2) measurable goals and objectives of the recovery court program under the TCRCP; and 3) identification of the assessment tools to be utilized, which shall include the TNRAS and other validated assessment tools to determine clinical need. This written program description must be maintained and be made available upon request of the State.

b. The Grantee shall develop, implement, and maintain written and current organized program policies and procedures; and create and maintain a written and current Policies and Procedures Manual. The Policies and Procedures Manual shall be available upon request of the State and shall minimally include policies and procedures on the following:

(1) The Ten (10) Key Components as identified in Section A.2.;

(2) The Adult Drug Court Best Practice Standards as identified in Section A.2.;

(3) The use of Medication Assisted Treatment;

(4) Title VI of the Civil Rights Act of 1964, including posting legal notices of non-discrimination in accordance with this Grant Contract (see also Section A.5.i);

(5) Staffing and personnel requirements, to include full job descriptions, job requirements, credentials, licensure, and education;

(6) Drug Free Workplace; and

(7) Notifying the State's Office of Consumer Affairs of any complaints filed against the Grantee. Documentation must include how to lodge a complaint; who to notify in the event of a complaint; and assistance in investigation of a complaint as necessary.

c. The Grantee shall have an identified Recovery Court Coordinator. The position description must specifically describe responsibilities of oversight and quality assurance for the delivery of an evidence-based recovery court program. The designated Recovery Court Coordinator's name, credential(s), and title(s) must be submitted to the State as requested, and the Grantee shall notify the State within ten (10) calendar days if the designated Recovery Court Coordinator is/are no longer available or unable to perform required oversight and quality assurance functions. Within thirty (30) calendar days of notifying the State, the Grantee must designate at least one (1) individual who is able to perform the responsibilities of oversight and quality assurance for the delivery of evidence-based recovery court programs and strategies with fidelity.

d. The Grantee shall submit the State's Recovery Court Recertification Application as prescribed by the State. Certification is valid for four (4) years.

e. If the Grantee is not a certified recovery court program, the Grantee shall submit the State's Recovery Court Certification Application within twelve (12) months of the start of this Grant Contract and shall be approved as a Tennessee Certified Recovery Court Program.

f. The Grantee shall ensure that the Recovery Court Coordinator attend and participate in the annual Tennessee Association of Recovery Court Professionals Training Conference and other training events as prescribed by the State.

g. The Grantee shall ensure that the identified Recovery Court Coordinator attends the annual Recovery Court Coordinator Meeting as prescribed by the State.

h. The Grantee shall ensure that staff are trained in utilizing the TNRAS risk and needs assessment tool and that no untrained users shall administer the tool.

i. The Grantee shall ensure that each treatment provider only provide treatment services approved by the State, and that any services to be provided are provided by appropriately licensed and certified personnel.

j. The Grantee shall ensure that each treatment provider complies with all program requirements, licensure requirements (facility and personnel), and reporting requirements adopted by the State, and in accordance with State and Federal laws, rules, and regulations governing treatment programs funded in whole or in part under this Grant Contract.

k. The Grantee shall maintain a file, paper, electronic or combination of both, on each participant that will include recovery court documents: signed program agreement, court orders, signed releases, acknowledgement of Title VI policy, and other court and program documents as determined appropriate by the State.

l. Monitoring. In accordance with Section D.16., the State shall conduct program monitoring as follows:

(1) State monitors shall notify the Grantee of their arrival, prior to site visit inception. The Grantee shall make available all relevant at the scheduled time chosen by the State, unless otherwise arranged with the State. Deviations from the proposed site visit date must be approved by the State no later than two (2) weeks prior to the site visit date.

(2) The Grantee shall comply with any and all requests for information as issued by the State and is required to have all information scheduled for review, present and ready on the day and of the review. All requested information is to be prepared as specified by the State.

(3) Following the monitoring visit or desk review, the Grantee shall receive a Monitoring Report. If the Monitoring Report indicates that the Grantee has incurred reportable findings, the Grantee shall be required to submit a Corrective Action Plan (CAP) for the State's approval. The CAP must include the date issued, the signature of the preparer, and must address each reportable finding listed in the Monitoring Report. The CAP must also include corrective action to be implemented, person responsible for implementing corrective action, and the CAP implementation date.

(4) Grantee correspondence concerning the CAP must be submitted to the State electronically, as an attachment, via electronic mail (e-mail), and must include a cover letter on Grantee letterhead, conform to the State-approved format, and submitted within the timeframe specified by the State. No facsimile CAP information will be accepted.

(5) If the CAP is satisfactory, the Grantee shall receive a CAP Approval Letter from the State. If the CAP is unsatisfactory, the Grantee shall receive a CAP Disapproval Letter requesting amendment and resubmission to the State. After the CAP is approved, the State shall conduct a follow-up site visit within sixty (60)

days after the approval of the CAP. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract as specifically indicated herein.

A.6. Process:

a. The Grantee shall continue to develop and maintain working relationships with the statewide criminal justice system; and community, mental health, and alcohol and drug treatment services providers.

b. The Grantee shall assess program referrals, using the TNRAS, to determine program eligibility, and to assist in treatment planning for each participant.

c. The Grantee shall coordinate referrals, linkages, and aftercare services and a plan for the participants upon completion of a recovery court program under the TCRCP.

d. The Grantee shall input service recipient data into the State's data system to include, but not limited to: the data elements indicated in the "Problem Solving Court Data Dictionary and Required Data Elements" document; the TNRAS; and other prescribed assessment tools.

e. The Grantee shall comply with all monthly reporting. All active participant accounts shall be updated in the State's data system, at least once every thirty (30) days. Reports regarding delinquent accounts sent to the Grantee by the State will be responded to by the Grantee within five (5) business days.

f. The Grantee shall input appropriate service recipient treatment data into the State's data system. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract as specifically indicated herein. The service recipient service contact data shall also describe the progress or lack of progress towards the goals of the participants and any changes in the program plans for each individual participant.

g. The Grantee shall ensure that each treatment provider and appropriate staff have access to the State's data system. Each treatment provider and appropriate staff shall sign the State's Authorized User Agreement, maintain copies of all signed Agreements, and make them available upon request of the State.

h. The Grantee shall ensure that the coordinator and recovery court staff are TNRAS certified and re-certified thereafter every three (3) years by the State of Tennessee.

i. The Grantee shall ensure that the Recovery Court Team attend and participate in meetings, conference calls, and trainings, including trainings on the use of the State's data system, as scheduled and required by the State.

j. To the extent permitted under the statutory authority cited in Section A.2.a and its resulting rules and regulations, individuals receiving services under this contract may be required to pay reasonable costs for specifically enumerated services under the program.

k. In the event a service recipient transfers to a State designated Residential Recovery Court Program, the Grantee shall transfer service recipient electronic record to the receiving facility, including client admission data and completed admission assessments including, but not limited to, the TNRAS.

A.7. Outcome – Access:

A recovery court program under the TCRCP shall be accessible to those identified in Section A.3.

A.8. Outcome – Capacity:

A recovery court program under the TCRCP shall serve the number of participants identified in Section A.5.a.

A.9. Outcome – Effectiveness:

a. Effectiveness will be shown by recovery court participants having access to quality, evidence-based co-occurring treatment services, recovery services, and community resources that meet their individual needs as indicated in their individual program plan and risk and needs assessments.

b. Data will show that recovery court participants will exhibit improved living situations at a rate of no less than the statewide average of sixty-one percent (61%).

c. Data will show that recovery court participants will gain education and/or employment at a rate of no less than the statewide average of fifty-six percent 56%).

d. Data will show a decrease in the rate of termination for individuals participating in a recovery court program of no more than the statewide average of thirty-five percent (35%).

e. Data will show an increase in the percentage of participants who successfully complete a recovery court program with a completion rate of no less than the statewide average of fifty-nine percent (59%).

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2025 ("Effective Date") and ending on June 30, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Hundred Thirty Thousand Dollars ($330,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One (1) is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Mental Health and Substance Abuse Services
ATTN: Fiscal Services
Andrew Jackson Building, 6th Floor
500 Deaderick Street
Nashville, TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Mental Health and Substance Abuse Services, Division of Substance Abuse Services.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit quarterly grant disbursement reports within thirty (30) days following September 30, December 31, March 31, and a final invoice and grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal

contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Rebekah Provost-Emmons, MSW, Director
Office of Criminal Justice Services
Division of Substance Abuse Services
Department of Mental Health and Substance Abuse Services
Andrew Jackson Building
500 Deaderick Street
Nashville, TN 37243
Email Address: Rebekah.Provost-Emmons@tn.gov
Telephone: (615) 924-2484

The Grantee:

Mayor Glenn Jacobs
Ron Hanaver, Court Coordinator
Knox County Government
Knox County Drug Court
City County Building, Suite 615
400 Main Street
Knoxville, TN 37902
Email Address: tdhcontracts@knoxcounty.org; RonH@KnoxDrugCourt.org
Telephone: (865) 659-6352

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq*., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law. The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not

completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or

otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. **Reserved.**

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq*., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee

unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq*., shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.4. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.

E.5. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.6. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

E.7. Rule 2 Compliance. The State and the Grantee shall comply with obligations under Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations as codified at 42 C.F.R. §§ 2.1 *et seq*.

a. The Grantee warrants to the State that it is familiar with the requirements of Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations, and will comply with all applicable requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its regulations, in the course of performance of the Grant Contract so that both parties will be in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by Rule 2 of the Confidentiality of Alcohol and Drug

Abuse Patient Records, and that are reasonably necessary to keep the State and the Grantee in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, or if Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.8. Additional Subcontracting Requirements. If subcontracts are approved by the State, they shall contain, in addition to those sections identified in D.5., sections on "Licensure", "Environmental Tobacco Smoke", "Confidentiality of Records", "HIPAA Compliance", and "Rule 2 Compliance" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.

E.9. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:

a. Provide name and contact information of Grantee's Title VI Coordinator to State.

b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.

c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.

d. Annually complete and submit a Title VI self-survey as supplied by State.

e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at: https://www.tn.gov/behavioral-health/for-providers/training/crisis-services-and-suicide-prevention-training/title-vi-.html

E.10. Suspension of Payment.

a. The State may suspend payment under this Grant Contract on the following grounds:

i. Grantee's failure to comply with the terms of Section A of this Grant Contract.

ii. More than one instance, after written notice, of Grantee's failure to address reportable findings in a Monitoring Report issued by the State.

iii. Grantee's failure to comply with any terms of this Grant Contract, which the State determines is detrimental to the welfare or best interests of Grantee's service recipients.

b. The State will provide written notice to Grantee for the suspension of payments under this Grant Contract. The State may suspend payment pending resolution of an investigation or until Grantee corrects a finding of non-compliance with the terms of this Grant Contract. Suspension of payments shall not exceed two hundred and forty (240) days. Failure to comply with the terms of this Grant Contract or correct the State's finding of non-

compliance within two hundred and forty (240) days entitles the State to exercise any right at law or in equity, including without limitation, termination of this Grant Contract.

E.11. kidcentraltn.com. If goods or services provided under this Grant Contract are appropriate for inclusion in the State services directory located at www.kidcentraltn.com ("Directory"):

a. The State shall designate a "Gatekeeper" to: 1) provide instruction on which goods or services should be included in the Directory; 2) invite Grantee to create one or more program profiles in the Directory; 3) review, approve and publish Grantee's profiles; and 4) monitor activity related to the profiles.

b. Grantee shall, under the guidance of the Gatekeeper, create one or more program profiles in the Directory (if Grantee has more than one service appropriate for the Directory, Gatekeeper will instruct which services to include) as appropriate. Grantee shall update any profiles it creates at least every six months and, in the event of any change in information, update the profile within ten (10) business days. If Grantee has a website, Grantee shall provide a link to www.kidcentraltn.com from the appropriate section of the website.

c. If Grantee develops print or electronic materials on behalf of the State, or uses State funds that are intended for general distribution to parents, families, children, or professionals who work directly with children or families, Grantee must place the "kidcentral tn" logo on those materials. Covered materials include, by way of example only, brochures, posters, promotional postcards, mailers. The State reserves the right to instruct Grantee to apply the "kidcentral tn" logo or brand to any other materials, using templates provided by the State. The logo requirement does not apply to materials that have already been printed, designed or originating from the federal government, national organizations or other groups where Grantee serves as a pass-through of the materials. The "kidcentral tn" logo should not be applied to individualized correspondence or materials intended for a single family or professional and should not be applied to purely administrative materials (materials about rules, sanctions, regulations, enforcement).

E.12. License. State hereby grants to Grantee the non-exclusive, non-transferable license, privilege and authority to use the Property in connection with the project as approved, set out in this Contract at Section A all other rights being reserved to State for the Term of this contract as provided below.

a. Property. The "Property" licensed mark:

TN Department of Mental Health & Substance Abuse Services

TN Department of Mental Health & Substance Abuse Services

i. Exclusivity. None.

ii. Territory. Worldwide.

b. Term. Grantee shall begin to use the Property as set out in Contract Section A and shall cease upon termination of the Contract unless otherwise agreed to herein.

c. Use Limitations and Collateral Materials. The Property may be used on signs, promotional materials, marketing materials, Grantee's visitor website, and/or as otherwise set out in Contract at Section A. The License also includes the right to create and use promotional, advertising and packing material in connection with marketing of the services. In advertising and promoting with use of the Property, Grantee shall seek prior approval as set out in this Section. The Grantee does not have any rights to use the Property on any consumer products or merchandise rights.

d. Use of Signage and Other Materials. Upon expiration of this License, Grantee shall cease use of the Property on current materials. If this License is terminated earlier then contemplated by this Contract, Grantee and State shall negotiate in good faith the wind up of the License.

e. Sub-licensing. Sub-licensing is not allowed.

f. Approvals. All use of the Property shall require State's prior written approval. Failure to obtain approvals at all stages shall be cause for termination of Grantee's use of the Property, only, and not the remainder of the Contract unless failure to use the Property results in a material breach.

g. Intellectual Property Notices. The Property shall always be displayed with the "®" symbol and the following notice shall appear, where space permits, on all marketing or collateral materials bearing the Property:





is a registered trademark and is used under license to the Grantee.

h. Exclusive Property of State. The Property is and shall remain the exclusive property of State and all rights arising from the use of the Property, shall inure to State. Grantee acknowledges that it does not now have and in the future will not assert any right, title or interest of any kind or nature whatsoever in or to the Property nor will it change or contest any of State's rights therein.

i. Royalty Rate. This License shall be royalty free.

FOR THE PROVISION OF THE TENNESSEE CERTIFIED RECOVERY COURT PROGRAM (TCRCP):

IN WITNESS WHEREOF,

KNOX COUNTY GOVERNMENT:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES:

MARIE WILLIAMS, COMMISSIONER **DATE**

GRANT BUDGET SUMMARY				
Agency Name: Knox County Government				
Program Code Name: Recovery Courts - Adult				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period:		**BEGIN: 7/1/2025**		**END: 6/30/2026**
POLICY 03 Object Line-item Reference	**EXPENSE OBJECT LINE-ITEM CATEGORY [1]**	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
1, 2	Salaries, Benefits & Taxes [2]	$330,000.00	$0.00	$330,000.00
4, 15	Professional Fee, Grant & Award [2]	$0.00	$0.00	$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications [2]	$0.00	$0.00	$0.00
11. 12	Travel, Conferences & Meetings [2]	$0.00	$0.00	$0.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance [2]	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals [2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost [2]	$0.00	$0.00	$0.00
24	In-Kind Expense [2]	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	**$330,000.00**	**$0.00**	**$330,000.00**

[1] Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, *and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).*

[2] Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

Agency Name:	Knox County Government
Program Code Name:	Recovery Courts - Adult
Begin Date:	7/1/2025
End Date:	6/30/2026

SALARIES, BENEFITS & TAXES	AMOUNT
Salaries	$239,112.00
Benefits and Taxes	$90,888.00
TOTAL	$330,000.00

RLA-17288 **23.**

COMMISSION

Meeting Date: 05/19/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Presentation: Animal Control (City/County) Services - Executive Director Janet Testerman.
(Commissioner Jay)

Attachments

No file(s) attached.

RLA-17290 **24.**

COMMISSION

Meeting Date: 05/19/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Presentation: TCAT update and impact on our high schools and our greater Knox County area - Kelli Chaney, TCAT President.
(Commissioner Hill)

Attachments

No file(s) attached.

RLA-17284 **25.**

COMMISSION

Meeting Date:	05/19/2025
Requested By:	Erin Kelbly, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	NO Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of the closure of a portion of Olive Branch Lane between Schaad Road and Capeside Lane, District 6.
(Engineering and Public Works)

Attachments

Glenlake SD Closure Packet

ENGINEERING & PUBLIC WORKS

Development Services • Fleet Management • Environment and Planning • Operations

Notice of Request to Close Road/Right of Way

To:	All property owners in the Glenlake subdivision
Date:	Monday, April 28, 2025
Name of Road:	Portion of Olive Branch Ln
Location:	South of Schaad Rd, north of Capeside Ln, District 6
Length of ROW/Road:	Approximately 50 feet
Reason for Request:	Homeowners Association Request
Closure Representative:	Glenlake Homeowners Association, Inc. Deborah Perry, Community Association Manager 615-775-9023

Glenlake is a subdivision comprised of 102 single family lots and one common area lot. In 2024, Knox County Engineering and Public Works received a request from the Glenlake HOA Representative to permanently close the section of Olive Brach Ln that intersects with Schaad Rd.

In April 2025, Knox County Engineering and Public Works mailed an information page and ballot to all 102 lots in the Glenlake subdivision. Property owners were asked to vote FOR or AGAINST a permanent closure of approximately 50' of Olive Branch Ln where it intersects Schaad Rd. Each lot (address) was given one vote. Of 102 lots polled, Engineering and Public Works received 84 responses:

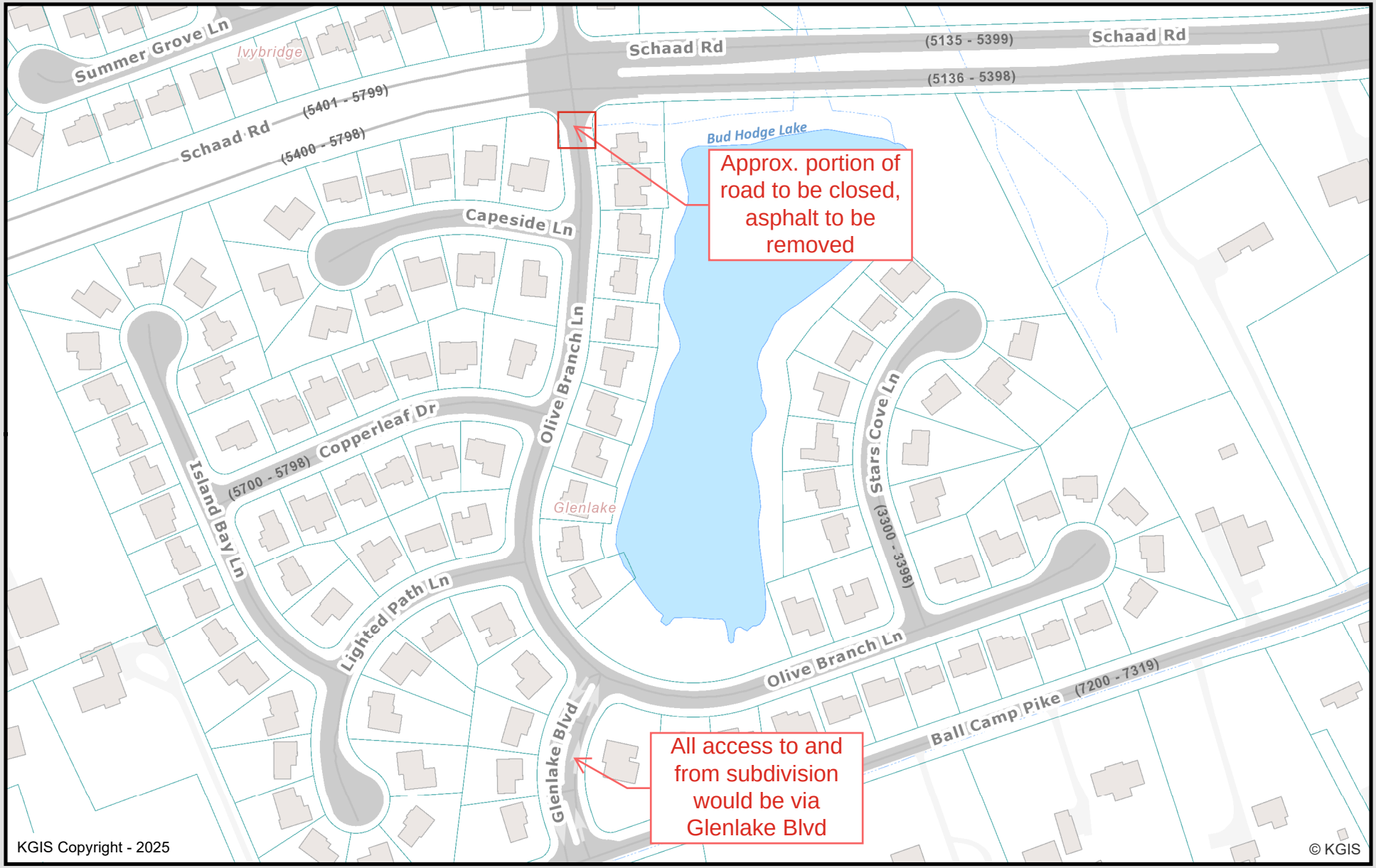
- 61 votes **FOR** a permanent road closure
- 23 votes **AGAINST** a permanent road closure
- 18 lots did not respond

This closure request has been placed on the May County Commission Agenda for consideration and vote. The request will be discussed in the Main Assembly Room of the City-County Building during the Agenda Review meeting on **Monday, May 12, 2025, at 3:00 p.m**. A public hearing will be held later in the same assembly room as part of the County Commission Meeting on **Monday, May 19, 2025 at 5:00 p.m**. All property owners and the public are invited and welcome to speak at these meetings. I encourage anyone who has an opinion on closing or opening this intersection to attend these meetings.

If you have any questions or concerns, please call 865-839-3592 or email rowclosures@knoxcounty.org.

Sincerely,

Jim Snowden, P.E.
Senior Director



Proposed Road Closure

Portion of Olive Branch Ln

Request by Glenlake Subdivision HOA

Knoxville - Knox County - KUB Geographic Information System

Printed: 4/25/2025 at 11:34:03 AM

0 100 200 400

ft

KGIS makes no representation or warranty as to the accuracy of his map and its information nor to its fitness for use. Any user of this map product accepts the same AS IS ,WITH ALL FAULTS, and assumes all responsibility for the use thereof, and futher covenants and agrees to hold KGIS harmless from any and all damage, loss, or liability arising from any use of this map product.

KNOX COUNTY
TENNESSEE

ENGINEERING & PUBLIC WORKS

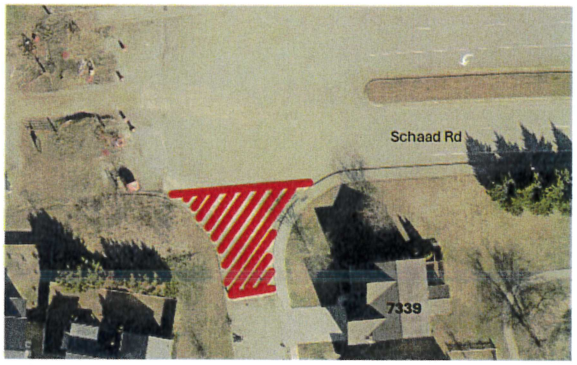
Development Services • Fleet Management • Enviroment & Planning • Operations

Thursday, March 27, 2025

RE: Portion of Olive Branch Ln in the Glenlake subdivision

Dear Glenlake subdivision homeowners:

Knox County Engineering and Public Works (EPW) is gathering input on the portion of Olive Branch Ln at the intersection with Schaad Rd. The area is between the driveway of 7339 Olive Branch Ln and Schaad Road.



A temporary barricade has been in place for many years during the Schaad Rd construction to prevent construction equipment from driving through the Glenlake Subdivision.



Schaad Road west of this intersection has been constructed and is now open to traffic. Phase 3 of the Schaad Road Project is nearing completion.

205 West Baxter Avenue • Knoxville, TN 37917 • 865-215-5800

KNOX COUNTY
TENNESSEE

ENGINEERING & PUBLIC WORKS

Development Services • Fleet Management • Enviroment & Planning • Operations

In 2024, Knox County EPW received a request from the Glenlake HOA Representative to permanently close the section of Olive Branch Ln that intersects Schaad Rd. Road and right of way closure requests require a canvass form signed by all owners and holders of property abutting the proposed closure indicating if they agree or disagree with the closure request. Since all homeowners could be impacted by this proposal, EPW is seeking input from all homeowners in the Glenlake subdivision before determining next steps.

Please fill out the information below and return this page to Knox County EPW by **April 25, 2025.** Please return this by mail to 205 W Baxter Ave, Knoxville TN 37917 or scan/photograph it and email it to rowclosures@knoxcounty.org. Alternately, you can call 865-839-3592 and give your vote over the phone.

Sincerely,

Jim Snowden, P.E.
Senior Director

Name(s): _____

Address: _____

Please select one option below:

☐ Vote **FOR** a permanent road closure of approximately 50' of Olive Branch Ln where it intersects Schaad Road.

If approved by County Commission:

- The roadbed would be removed and replaced with grass
- Vehicles could not access Schaad Rd from Olive Branch Ln
- The neighborhood would have one means of vehicular access to their neighborhood (via Glenlake Blvd at Ball Camp Pike)

☐ Vote **AGAINST** a permanent road closure of approximately 50' of Olive Branch Ln where it intersects Schaad Road.

This would mean:

- The current curb and red diamond barricade would be removed
- Vehicles could access Schaad Rd from Olive Branch Ln
- The neighborhood would have two means of vehicular access to their neighborhood (via Olive Branch Ln at Schaad Rd and via the existing access at Glenlake Blvd at Ball Camp Pike)

Associa®
Tennessee

September 12, 2024

Jim Snowden, P.E.
Senior Director
Engineering and Public Works

Dear Mr. Snowden,

I am the community manager for Glenlake Subdivision, and I work for the property's management company, Associa Tennessee. As my email stated on Sept. 10, 2024, the Glenlake Homeowner Association held their annual meeting on August 20, 2024. During the meeting, votes were cast regarding the opening an entrance/exit at the Schaad Rd. extension. The Glenlake HOA voted to keep their entrance/exit to the community at Ball Camp Rd. They voted to keep the one existing entrance/exit on Ball Camp Rd. The homeowners voted to not open an entrance/exit onto Schaad Rd.

If you need anything else to confirm this decision, please let me know. Thank you.

Priscilla Linder, agent for the Glenlake Subdivision HOA

Priscilla Linder

Associa Tennessee
9041 Executive Park Dr. STE 122
Knoxville, Tn 37923
615-775-9021

RLA-17205 **26.**

COMMISSION

Meeting Date:	05/19/2025
Requested By:	Erin Kelbly, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	NO Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of the closure of the former Ball Camp Pike alignment and excess right of way located between Daybreak Drive and Bailey Farm Drive, which is an outcome of the Ball Camp Pike (Schaad Road) Relocation Project, District 6. **(WITHDRAW AT REQUEST OF SPONSOR)** *(previously Deferred from April at Request of Commissioner Terry Hill)*
(Engineering and Public Works)

Attachments

BCP_ROW_Packet

KNOX COUNTY
TENNESSEE

ENGINEERING & PUBLIC WORKS

Development Services • Fleet Management • Enviroment & Planning • Operations

Notice of Request to Close Road/Right of Way

Date:	Friday, April 4, 2025
Name of Road:	Portion of former Ball Camp Pike
Location of Road:	East of Daybreak Dr, West of Bailey Farm Dr, South of Parcels 104 04301, 104 044, 104 045 North of Parcel 104 05201
Length of Road:	+/- 445 feet
Reason for Request:	The Schaad Road project has reconfigured the roads in this area. This area (the former roadbed of Ball Camp Pike) has been scarified, obliterated, topsoiled and seeded. Landowners now have driveway connections to Bailey Farm Dr, Daybreak Dr, or Schaad Rd.
Adjoining Landowners:	The Kenneth F. and Elizabeth I. Jenkins Revocable Living Trust: 2793 Bailey Farm Dr Lisa M and Preston G Kear: 7129 Schaad Rd Ricky A. Webb: 9215 Daybreak Dr Tommy L. & Joyce S. Gault: 0 Schaad Rd (104 05201)

The Phase II & Phase III Ball Camp Pike (Schaad Road) Relocation Project resulted in the removal of the former roadbed of Ball Camp Pike east of Daybreak Drive and west of Bailey Farm Drive. The area has been topsoiled and seeded and the adjoining landowners now have access to Bailey Farm Dr, Daybreak Dr or Schaad Rd.

Knox County Engineering and Public Works is submitting a Road and Right of Way Closure to County Commission in order to officially close this county public right of way. Also included in this closure request is a small area northeast of parcel 104 05201 which had been purchased by the County to provide driveway access to parcel 104 045.

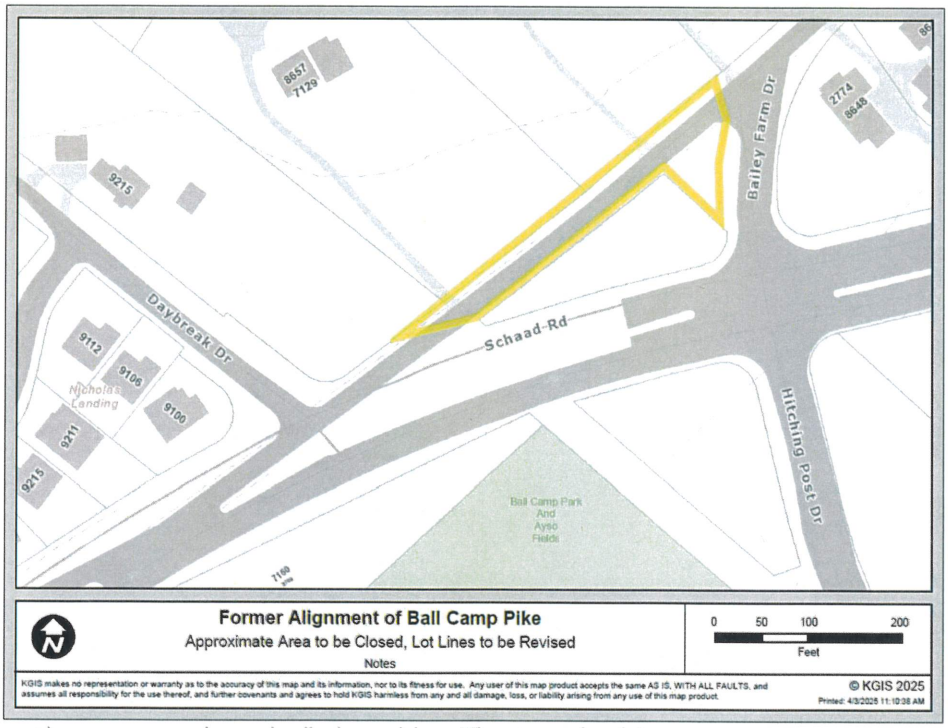
Please see the second page showing exhibits. These KGIS map images and preliminary plan excerpts are for reference use only and are not to scale. If this closure is approved by County Commission, a Registered Land Surveyor will survey the properties and provide exhibits and descriptions of the precise areas that would be transferred to adjoining properties.

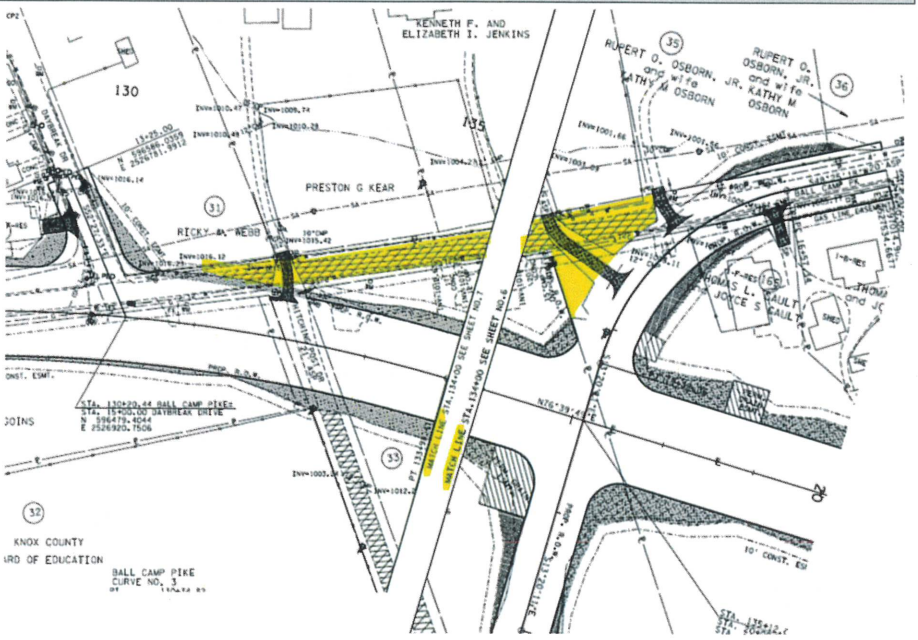
The closure of this road/right of way will be discussed in the large assembly room during the Optional Agenda Review on **Monday, April 21, 2025, at 3:00 p.m**. If you desire, you may attend this meeting. A public hearing will be held later in the same assembly room as part of the County Commission Meeting on **Monday, April 28, 2025, at 5:00 p.m**. You are invited to attend these meetings and speak on the matter. Please email rowclosures@knoxcounty.org or call 865-839-3592 with questions.

KNOX COUNTY
TENNESSEE

ENGINEERING & PUBLIC WORKS

Development Services • Fleet Management • Enviroment & Planning • Operations





Sincerely,

Jim Snowden, P.E.
Senior Director

RLA-17291 **27.**

COMMISSION

Meeting Date: 05/19/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: FINANCE DEPARTMENT

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Line Item Transfers - Total amount of $123,568.61.
(Finance)

Attachments

Line Items

KNOX COUNTY
BUDGET TRANSFER REQUEST FORM

Department: Medical Examiner

Date: 4/21/2025

Authorizing Signature:

TRANSFER FROM:

ORG Code	Object Code	Account Name	Amount
1018973	518900	Full Time Regular Pay	$35,000
		TOTAL	$ 35,000.00

TRANSFER TO:

ORG Code	Object Code	Account Name	Amount
1018973	530900	Contracts with Other Agencies	$35,000
		TOTAL	$ 35,000.00

JUSTIFICATION/EXPLANATION:

Transferring pathologist salary to pay for locum work in the positions vacancy Apr- Jun 25

Approved: _____ County Mayor — Date: 4/23/25

Approved as the availability of Funds: _____ Senior Director of Finance — Date: 4/21/25

Approved for Transfer of Funds: _____ Chairman, County Commission — Date: _____

KNOX COUNTY
BUDGET TRANSFER REQUEST FORM

Department: Human Resources & Benefits

Date: 5/1/2025

Authorizing Signature:

TRANSFER FROM:

ORG Code	Object Code	Account Name	Amount
1013610	518900	Human Resources - Full Time Reg Pay	88,068.61
		TOTAL	$ 88,068.61

TRANSFER TO:

ORG Code	Object Code	Account Name	Amount
1013615	518900	Benefits - Full Time Reg Pay	88,068.61
		TOTAL	$ 88,068.61

JUSTIFICATION/EXPLANATION:
To transfer a position from Human Resources to Benefits Administration

Approved: County Mayor — Date: 5/2/25

Approved as the availability of Funds: Senior Director of Finance — Date: 5/1/25

Approved for Transfer of Funds: Chairman, County Commission — Date:

KNOX COUNTY
BUDGET TRANSFER REQUEST FORM

Department: Sheriff's Merit System

Date: 5/7/2025

Authorizing Signature: Paula Taylor

TRANSFER FROM:

ORG Code	Object Code	Account Name	Amount
1018110	539900	Sheriff's Merit - Prof Services	500.00
		TOTAL	$ 500.00

TRANSFER TO:

ORG Code	Object Code	Account Name	Amount
1018110	543500	Sheriff's Merit - Office Supplies	500.00
		TOTAL	$ 500.00

JUSTIFICATION/EXPLANATION:
To transfer budget dollars from Professional Services to Office Supplies.

Approved: _____ County Mayor — Date: 5/16/25

Approved as the availability of Funds: _____ Senior Director of Finance — Date: 5/16/25

Approved for Transfer of Funds: _____ Chairman, County Commission — Date: _____

RLA-17292 **28.**

COMMISSION

Meeting Date: 05/19/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: FINANCE DEPARTMENT

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Budget Amendments. **(WITHDRAW AT REQUEST OF SPONSOR)**
(Finance)

Attachments

No file(s) attached.

RLA-17295 **29.**

COMMISSION

Meeting Date:	05/19/2025
Requested By:	Drucilla Stills, COUNTY COMMISSION
Department:	COUNTY COMMISSION
Requires Expenditure of Funds:	Funded in Current Budget:
Appropriation Required:	

Information

CAPTION

Spread of Record the Knox County Trustee's Office election of Jarvis Reado to complete the unfulfilled term of Jason Dobbins on the Knox County Employee Insurance Benefits Committee, which term expires December 31, 2027.
(Trustee)

Attachments

Spread of Record information

Letter from Mayor

SPREAD OF RECORD AT THE KNOX COUNTY COMMISSION MEETING ON MAY 19, 2025 THE KNOX COUNTY TRUSTEE'S OFFICE REPRESENTATIVE ON THE KNOX COUNTY EMPLOYEE INSURANCE BENEFITS COMMITTEE.

The Knox County Trustee's Office elected Jarvis Reado to serve on the Knox County Employee Insurance Benefits Committee to complete the unfulfilled term of Jason Dobbins, which term expires December 31, 2027.

KNOX COUNTY
TRUSTEE

MEMORANDUM

TO: Drucilla Sills
Randall Kenner
Samantha Chittum

FROM: Linda G. McGinnis

DATE: April 30, 2025

RE: Spread of Record for Insurance Committee Representative for Knox County Trustee for May Agenda.

Spread of Record

Spread of Record at the Knox County Commission Meeting on _____. The Knox County Trustee's office representative on the Knox County Employee Insurance Benefits Committee.

The Knox County Trustee's office elected Jarvis Reado to the Knox County Employee Insurance Benefits Committee to replace Jason Dobbins effective May 1, 2025 to complete an unfulfilled term expiring December 31, 2027.

Please call if you have any questions. Thank you

LGM

P.O. Box 70, Knoxville, TN 37901
Phone 865-215-2305 • Fax 865-215-4258 • www.knoxcounty.org/trustee

RLA-17308 **R-25-5-801**

COMMISSION

Meeting Date: 05/19/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, establishing a General County Budget and making appropriations from the several funds for departments, institutions, offices and agencies of Knox County, Tennessee, for the fiscal year beginning July 1, 2025 and ending June 30, 2026.
(County Mayor and Finance)

Attachments

Resolution

Exhibit A - Budget Book

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, ESTABLISHING A GENERAL COUNTY BUDGET AND MAKING APPROPRIATIONS FROM THE SEVERAL FUNDS FOR DEPARTMENTS, INSTITUTIONS, OFFICES AND AGENCIES OF KNOX COUNTY, TENNESSEE, FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026.

RESOLUTION: **R-25-5-801**

REQUESTED BY: **COUNTY MAYOR AND FINANCE**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, pursuant to Article II, Section 2.01 of the Charter of Knox County, Tennessee, the Commission of Knox County, as the Legislative Body of Knox County, Tennessee, is vested with the authority and responsibility to adopt and amend the County budget, to fix county tax rates, and to appropriate county funds for any and all lawful purposes; and

WHEREAS, pursuant to Knox County Code § 2-548 the Commission must adopt a consolidated budget, tax rates, and appropriations on or before midnight on June 30 for the subsequent fiscal year beginning on the 1st day of July; and

WHEREAS, pursuant to Article III, Section 3.07 of the Charter of Knox County, Tennessee, the Knox County Mayor has submitted a consolidated budget to the Knox County Commission.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

That the amounts hereafter in the budget printout, attached hereto as Exhibit A, shall constitute the Knox County budget, and said sums are hereby appropriated for the purpose of meeting the expenses of the various departments, institutions, offices, and agencies of Knox County, Tennessee, for capital outlay and for meeting payments of principal and interest on the County debt maturing during the fiscal year beginning July 1, 2025 and ending June 30, 2026. The budget and appropriations are for the purposes itemized under the funds from which they are chargeable.

BE IT FURTHER RESOLVED, in summary form, the budgeted amounts by fund are as follows:

General Fund:	**$ 239,524,189**
Govt. Law Library Fund:	**80,800**
Public Library Fund:	**15,972,332**
Solid Waste Fund:	**4,876,638**
Air Quality Fund:	**160,000**
Hotel-Motel Tax Fund:	**12,000,000**
Eng. & Public Works Fund:	**26,136,197**
Central Cafeteria Fund:	**33,760,000**
General Purpose School Fund:	**700,485,000**
Debt Service Fund:	**86,000,000**
Total Budgeted Funds:	**$ 1,118,995,156**

These funds are budgeted at the following category levels: Personal Services; Employee Benefits; Contractual Services; Supplies and Materials; Other Charges; Debt Service Payments and Capital Outlay per the detailed budgeted documents as published by the Mayor's Office.

BE IT FURTHER RESOLVED, that all unexpended and unencumbered balances of appropriations remaining at the end of the fiscal year, except those in (1) capital projects funds and (2) state, federal, and other grants, shall lapse and be of no further effect at the end of the fiscal year and shall be placed to the credit of the fund from which said funds were originally appropriated, and shall be subject to reappropriation for the next fiscal year.

BE IT FURTHER RESOLVED, that the analysis of revenue and appropriation for the year ending June 30, 2026, as set out in this document, is a summary of the sources of revenue and appropriations made by this Commission for the operation of the departments of County government, including the specific allocation of restricted revenues to designated funds.

BE IT FURTHER RESOLVED, that the Knox County Finance Department is hereby authorized to continue as the accounting and record keeping agency for the Knoxville-Knox County Planning Commission, the Knoxville-Knox County Community Action Committee, the Knox County Emergency Communications District, the Knoxville-Knox County Geographic Information System, and the Retirement Office Operations and that the funds of said agencies be deposited with the Knox County Trustee in a fund appropriately designated, and that the budget and estimated revenue document prepared by the respective agencies be properly recorded in the Finance Department Ledgers, and that authority to make expenditures be determined by the appropriate agency board or committee and the Finance Department is granted authority to charge for said services.

BE IT FURTHER RESOLVED, that interest earnings on County Funds be credited according to the budget. KGIS and E-911 shall be credited interest earnings on their respective funds in accordance with balances on hand with the Knox County Trustee. Interest and Investment earnings on unspent bond funds will be credited according to the Budget. Interest on the authorized accounts will be credited to their respective agencies.

BE IT FURTHER RESOLVED, that the Internal Service Funds are authorized to operate with operating expenses planned as follows:

Vehicle Service Center Fund	**$3,595,482**
Mailroom Service Fund	**$383,753**
Employee Benefits Fund	**$36,661,077**
Risk Management Fund	**$6,211,000**
Building Maintenance Fund	**$16,442,189**
Technical Support Services Fund	**$2,264,178**
Capital Leasing Fund	**$848,742**
Self Insurance Fund	**$37,242,788**

These funds are supported by internal charges for services provided to internal customers. The funds are designed to provide a cost accumulation and clearing function. Higher levels of activity must be supported by increased billings.

In addition to these budgeted funds, the Sheriff's Drug Control Fund of $1,111,500 is limited to those funds collected by and on behalf of the Sheriff's Office dedicated to the Drug Fund.

In addition to these budgeted funds, the Golf Course Fund of $2,099,600 is operated as an Enterprise Fund.

BE IT FURTHER RESOLVED, that grants and gifts in which the County has no match and no future monetary obligation beyond this fiscal period are hereby approved.

BE IT FURTHER RESOLVED, that the budget document recognizes the total level of authorized spending for the Knox County Board of Education is set by the County Commission, and the detailed amounts are at the discretion of the Board of Education. Further, this budget adopts the line items totaling $700,485,000 for the General Purpose School Fund.

BE IT FURTHER RESOLVED, the intent of the Budget Resolution is for the Board of Education to fund its share of Debt Servicing through the Debt Service Fund. The Board of Education will include a good faith estimate of payments based on a calculation of existing debt and the expected capital plan at the beginning of the budget process. During the budget process, reconciliation of school deposits to the expected school portion of debt payments will be made. These agreed upon amounts will be the charges for the fiscal year. The Board of Education's approved Capital Plan appropriations will be contingent on the Board of Education's deposit to the Debt Service Fund each fiscal year.

BE IT FURTHER RESOLVED, that the intent of this Resolution is to indicate that the retirement costs for school personnel be charges to School operating funds, while retirement costs for General County employees be charged to their appropriate departments.

BE IT FURTHER RESOLVED, that any reserve dollars refunded back to Knox County from PBA will be deposited into the Building Maintenance Fund or Public Improvement Fund.

BE IT FURTHER RESOLVED, that to the extent any previous resolution adopted by the Knox County Commission is in conflict with this resolution, then said previously passed resolution is hereby repealed to the sole extent of its conflict with this Resolution.

BE IT FURTHER RESOLVED, if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution be spread on the minutes of the Commission of Knox County, Tennessee.

BE IT FURTHER RESOLVED, that this Resolution shall take effect as provided by the Charter of Knox County, Tennessee, the public welfare requiring it, and its provisions shall be enforced from and after July 1, 2025.

Presiding Officer of the Commission **Date**

County Clerk **Date**

Approved: **County Mayor** **Date**

Vetoed: **County Mayor** **Date**

FY2026
Proposed Budget

KNOX COUNTY
TENNESSEE

Glenn Jacobs | County Mayor



2025-2026 Proposed Operating Budget and 2026-2030 Capital Improvement Plan

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Knox County Mayor Glenn Jacobs



Enclosed, please find the 2025-2026 Proposed Budget for your consideration. This budget reflects the forecasted flattening of certain revenue sources by the State of Tennessee. Our charge is to consider the resources available and how best to apply those to meet the needs of our citizens. I thank you in advance for your careful review of this presentation. Below are some highlights from the proposed budget:

- No tax increase; property tax rate stays constant at $1.5540
- Continuation of required county services
- Overall budget (including schools) increases by $36,797,009, or 3.4 percent from the previous year
- General Purpose School funding increases by $24,625,000, and 66 percent of the overall budget is directed for schools
- The General Fund also appropriates $2,000,000 to support educational initiatives
- General Fund budget increases $8,409,634, or 3.6 percent
- Includes a salary adjustment of approximately 2% (one step + one percent) in January for general county employees to address the increased cost of living
- The continued funding level of Defined Service Contracts in the General Fund
- The 5-year Capital Improvement Plan is projected to invest $339.5 million in County and School infrastructure and other capital improvements.
- Included is funding for schools to address capital needs for Mechanicsville/Lonsdale/ Beaumont Solution.
- Engineering and Public Works will receive $83 million for continued infrastructure projects, including safety improvements to dangerous roads and intersections.
- Funding for improvements to parks and other county facilities. (Please see page 39 for additional comments regarding the FY 2026-2030 Capital Improvement Plan.)

I appreciate your consideration of the proposed budget. If you have any questions or comments regarding the proposal or would like to discuss the proposed budget further with the Finance Department, please contact Jennifer Bodie (215-3031) for an appointment.

Thank you.

Roster Of Publicly Elected Officials

County Mayor ..... Glenn Jacobs

Board of Commissioners:

- District 1 ..... Damon Rawls
- District 2 ..... Courtney Durrett
- District 3 ..... Gina Oster, Chair
- District 4 ..... Shane Jackson
- District 5 ..... Angela Russell
- District 6 ..... Terry Hill
- District 7 ..... Rhonda Lee
- District 8 ..... Adam Thompson
- District 9 ..... Andy Fox
- At Large Seat 10 ..... Larsen Jay
- At Large Seat 11 ..... Kim Frazier, Vice Chair

Assessor of Property ..... Phil Ballard

Attorney General ..... Charme P. Allen

Circuit & General Sessions Court Clerk ..... Charles D. Susano, III

County Clerk ..... Sherry Witt

Criminal & Domestic Relations Court Clerk ..... Mike Hammond

Law Director ..... David Buuck

Public Defender ..... Eric Lutton

Register of Deeds ..... Nick McBride

Sheriff ..... Tom Spangler

Trustee ..... Justin Biggs

Roster Of Publicly Elected Officials

Juvenile Judge ..... Tim Irwin

Criminal Court Judges:

- Division I ..... Vacant
- Division II ..... Hector Sanchez
- Division III ..... Scott Green

Circuit Court Judges:

- Division I ..... E. Jerome Melson
- Division II ..... William Ailor
- Division III ..... Deborah Stevens
- Division IV ..... Greg McMillan

Chancellors:

- Division I ..... John F. Weaver
- Division II ..... Richard B. Armstrong, Jr.
- Division III ..... Christopher Heagerty

General Sessions Judges:

- Division I ..... Chuck Cerny
- Division II ..... Judson Davis
- Division III ..... Patricia Hall Long
- Division IV ..... Andrew Jackson VI
- Division V ..... Tony Stansberry

Board of Education:

- District 1 ..... John Butler
- District 2 ..... Anne Templeton
- District 3 ..... Patricia Fontenot-Ridley
- District 4 ..... Katherine Bike
- District 5 ..... Lauren Morgan
- District 6 ..... Betsy Henderson, Chair
- District 7 ..... Steve Triplett, Vice Chair
- District 8 ..... Travis Wright
- District 9 ..... Kristi Kristy

KNOX COUNTY TENNESSEE

Budget Summary

The proposed tax rate for FY 2025-2026 is $1.5540 per hundred dollars of assessed value. One cent of the property tax rate is estimated to bring in $1,960,000. Of this $1.5540 tax rate, we propose $0.6724 going to the General Fund, $0.4864 going to the General Purpose School Fund, and $0.3952 going to the Debt Service Fund.

The total operating budget in FY 2025-2026 is $1,118,995,156. Excluding transfers and other funds accounted for in more than one place, the net budget is $1,115,147,406.

The General Fund budget is proposed to be $239,524,189. We have included increases of $1,300,000 for employee raises. The total General Fund Proposed Budget is 3.6% more than the 2024-2025 Adopted Budget.

The uncertainty at the federal level is a major challenge in preparing this budget. We rely on state projections as we forecast revenue. We will continue the practice of providing County Commission financial updates on a monthly basis. The majority of increases are for educational purposes and overall, the budget has an increase of $36,797,009, to be funded largely by revenue growth.

Based on trending economic data, we have calculated the following growth in revenue for FY 2025-2026. Sales tax growth is budgeted to increase $14.1 million over the FY 2024-2025 budget. This large increase is mainly due to revenues exceeding budget in the current fiscal year. Current property tax is budgeted at the same amount as last year's budget. Tennessee Investment in Student Achievement (TISA) growth is projected at $11.4 million over last year's funding.

Budget Summary

Knox County has done a great job of keeping health insurance costs low. In FY 2024, $33.4 million was spent on health insurance expenses. The county is budgeted to spend $31.9 million in health insurance for FY 2025. This is far below the expected increase by industry standards.

In terms of retirement funding, Knox County's actuarially required contribution for FY 2025-2026 has increased by $764,275, which is reflected in this proposed budget. This figure includes all three closed defined benefit plans for both County and the Board of Education. The increase is due to market performance and changes in mortality tables.

In addition to the annual budget, the 5-year Capital Improvement Plan is presented. The Plan includes $339,470,000 for projects over the 5-year period from FY 2026 through FY 2030, with $55,690,000 recommended for FY 2026. For 2026, $24,400,000 is planned for schools, including funding to address capital needs in Mechanicsville/Lonsdale/Beaumont. The plan also includes funding for district-wide school upgrades, including security, HVAC systems, fire alarm and carbon monoxide systems, and roofing upgrades. Additionally, for 2026 we have included $15 million to fund various road, highway and other infrastructure projects to provide for expected growth, as well as additional funding for other much-needed improvements. Particular emphasis has been placed on improvements to those dangerous roads and intersections where crash data has shown a critical need. The plan includes $600,000 for the completion of the Hardin Valley Community Building. The remainder of the recommended plan includes funding for various additional needs, primarily building improvements and other needed additions to better serve the needs of Knox County citizens.

Outstanding General Obligation Debt Principal Balances

Debt Principal as of Fiscal Year Ended June 30:	Debt Issued for Purposes of Projects Applicable to: Knox County General Government	Knox County Board of Education	Total
Actual:			
2001	$ 151,438,322	$ 180,406,818	$ 331,845,140
2002	195,974,890	205,884,783	401,859,673
2003	193,454,852	193,369,354	386,824,206
2004	213,987,241	216,546,498	430,533,739
2005	247,816,960	231,051,311	478,868,271
2006	286,151,355	248,346,448	534,497,803
2007	323,943,925	256,573,411	580,517,336
2008	367,701,928	245,629,941	613,331,869
2009	379,055,467	248,065,935	627,121,402
2010	363,953,720	250,017,215	613,970,935
2011	404,761,105	286,425,363	691,186,468
2012	392,934,960	276,080,806	669,015,766
2013	374,464,500	257,151,985	631,616,485
2014	376,887,364	255,509,840	632,397,204
2015	376,815,961	245,996,962	622,812,923
2016	371,971,565	243,017,077	614,988,642
2017	381,869,285	280,610,076	662,479,361
2018	358,243,123	261,321,957	619,565,080
2019	378,820,458	260,650,341	639,470,799
2020	373,155,577	273,065,941	646,221,518
2021	367,943,321	290,193,916	658,137,237
2022	372,492,019	329,380,938	701,872,957
2023	377,854,904	349,498,772	727,353,676
2024	396,122,971	380,546,424	776,669,395
Projected:			
2025	368,733,067	358,317,041	727,050,108
Proposed:			
2026	372,947,596	396,055,134	769,002,730
2027	374,701,069	387,668,871	762,369,940
2028	374,323,540	438,271,222	812,594,762
2029	364,768,735	425,946,781	790,715,516
2030	350,177,591	413,135,948	763,313,539

Note: Totals are based on existing debt, plus expected new debt issuances projected in the Capital Improvement Plan. These amounts do not include any debt that may be issued for any unforeseen additional needs that might arise in future years.

Bonded debt is projected to be $727,050,108 at the end of FY 2025. The FY 2026-2030 Plan provides for an increase in total bonded debt of $36,263,431 by the end of FY 2030, necessary to provide for two new school solutions; major renovations to two existing middle schools; needed highway, road construction, and other public works projects; and other needed capital projects.
Total bonded debt under this plan is projected to be $763,313,539 at June 30, 2030.

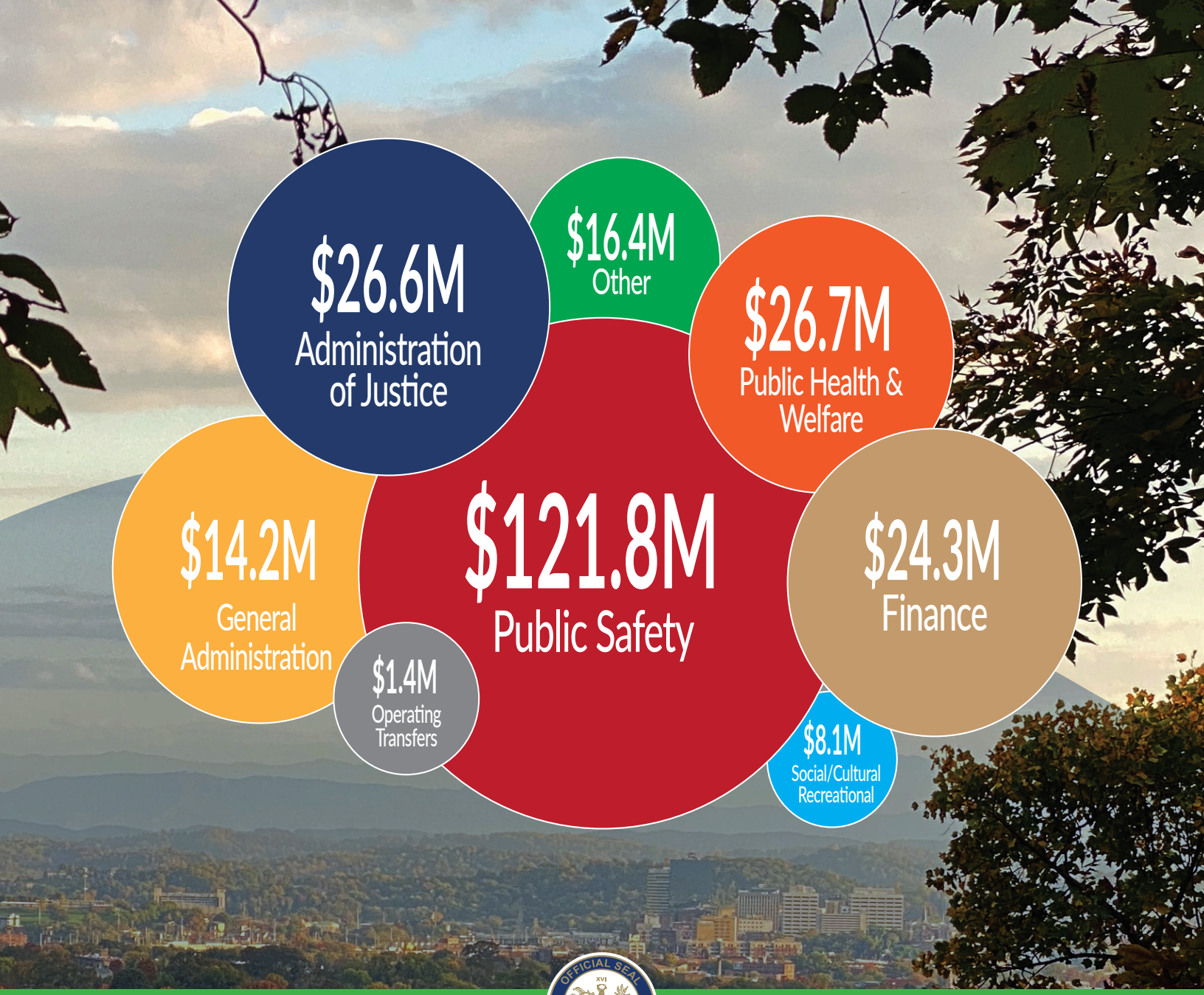
Schedule of Changes in Bonds Outstanding

Projected as of June 30, 2025

	County	Schools	Total
Principal Outstanding June 30, 2024	$ 396,122,971	$ 380,546,424	$ 776,669,395
Bonds Issued FY 2025	-	-	-
Principal Paid FY 2025	27,389,904	22,229,383	49,619,287
Principal Outstanding June 30, 2025	$ 368,733,067	$ 358,317,041	$ 727,050,108



2026 Expense Highlights



2026 General Fund

Budgeted Fund Descriptions

General Fund: The General Fund is used to account for resources traditionally associated with government that are not required legally or by sound financial management to be accounted for in another fund. The General Fund accounts for the normal recurring activities of the County (i.e., public safety, recreation, health and welfare, general government, etc.). These activities are funded principally by property taxes on individuals and businesses.

Governmental Library Fund: This fund accounts for the operation of the law library that is available to the public but is used primarily by attorneys practicing in the courts.

Public Library Fund: This fund is used to account for the operation of the County-wide public library system.

Solid Waste Fund: This fund is used to account for solid waste and recycling activities.

Air Quality Fund: This fund is used to account for activities related to compliance with the Clean Air Act, funded by permit fees received from operators of facilities that are sources of air pollution. (Note – for annual financial reporting purposes, this fund is included in the State and Federal Grants Fund.)

Hotel/Motel Tax Fund: This fund accounts for the collection and use of the amusement tax to promote tourism and related economic activity in the County.

Engineering and Public Works Fund: This fund is used to account for the County's share of the State gasoline and motor fuel taxes that are utilized to maintain non-state roads within the County.

Debt Service Fund: This fund is used to account for the accumulation of resources for, and related payments of, principal and interest on general long-term debt for the County and for the Knox County Board of Education, a discretely presented component unit.

General Purpose School Fund: This fund is used to account for general operations of the Board. Major funding is provided through local tax levies and state education funds.

Central Cafeteria Fund: This fund is used to account for the cafeteria operations in each school. The primary sources of funding are federal and state revenues for the school lunch program and sales to students and adults.

Budget Summary

	Adopted 2024-2025	Proposed 2025-2026	Change	Tax Rate FY25	Tax Rate FY26
General Fund:					
General Administration	$ 14,556,866	$ 14,182,290	$ (374,576)		
Finance	23,576,201	24,338,656	762,455		
Administration of Justice	25,713,536	26,622,165	908,629		
Public Safety	116,226,434	121,780,350	5,553,916		
Public Health and Welfare	26,531,116	26,732,416	201,300		
Social/Cultural/Recreational	7,648,846	8,120,725	471,879		
Agriculture & Natural Resources	563,385	641,599	78,214		
Other General Government	14,372,671	15,749,238	1,376,567		
Operating Transfers	1,925,500	1,356,750	(568,750)		
	231,114,555	**239,524,189**	**8,409,634**	$0.6524	$0.6724
Special Revenue Funds:					
Governmental Library	80,100	80,800	700		
Public Library	15,552,789	15,972,332	419,543		
Solid Waste	4,806,453	4,876,638	70,185		
Air Quality	160,000	160,000	-		
Hotel-Motel Tax	11,500,000	12,000,000	500,000		
Engineering and Public Works	25,259,250	26,136,197	876,947		
Central Cafeteria	32,865,000	33,760,000	895,000		
General Purpose School	675,860,000	700,485,000	24,625,000	0.5064	0.4864
	766,083,592	**793,470,967**	**27,387,375**		
Debt Service Fund	**85,000,000**	**86,000,000**	**1,000,000**	0.3952	0.3952
Total Operating Budget	**$ 1,082,198,147**	**$ 1,118,995,156**	**$ 36,797,009**	**$1.5540**	**$1.5540**

Estimated revenue per each one cent of property tax equals $1,960,000 for FY25 and FY26.

Note: The proposed property tax rate for FY 2026 is unchanged; however, the proposed rate applicable to the General Purpose School Fund reflects a decrease of $.02, with a corresponding increase of $.02 to the General Fund. We made this adjustment because the property tax ratio negatively impacting natural growth of property tax. We looked at natural growth holistically, and split it between Knox County and Knox County Schools.

Five-Year Budget Summary

	Adopted 2021-2022	Adopted 2022-2023	Adopted 2023-2024	Adopted 2024-2025	Proposed 2025-2026	Change from 2022-2026
General Fund:						
General Administration	$ 12,979,196	$ 13,339,683	$ 14,317,888	$ 14,556,866	$ 14,182,290	$ 1,203,094
Finance	20,164,786	21,220,356	22,773,788	23,576,201	24,338,656	4,173,870
Administration of Justice	21,798,989	22,526,805	24,159,130	25,713,536	26,622,165	4,823,176
Public Safety	95,952,151	101,301,578	111,868,081	116,226,434	121,780,350	25,828,199
Public Health and Welfare	22,692,497	23,097,574	23,777,110	26,531,116	26,732,416	4,039,919
Social/Cultural/Recreational	6,311,831	7,975,588	7,625,067	7,648,846	8,120,725	1,808,894
Agricultural & Natural Resources	577,016	592,966	592,966	563,385	641,599	64,583
Other General Government	13,451,237	10,768,849	13,979,769	14,372,671	15,749,238	2,298,001
Operating Transfers	6,616,221	4,084,221	3,259,221	1,925,500	1,356,750	(5,259,471)
	200,543,924	204,907,620	222,353,020	231,114,555	239,524,189	38,980,265
Special Revenue Funds:						
Governmental Library	119,794	119,526	118,601	80,100	80,800	(38,994)
Public Library	14,126,550	14,761,148	15,303,300	15,552,789	15,972,332	1,845,782
Solid Waste	4,397,259	4,787,958	4,802,792	4,806,453	4,876,638	479,379
Air Quality	160,000	160,000	160,000	160,000	160,000	-
Hotel/Motel Tax	8,022,000	9,000,000	10,500,000	11,500,000	12,000,000	3,978,000
Engineering & Public Works	22,844,795	23,522,316	25,162,347	25,259,250	26,136,197	3,291,402
Central Cafeteria	27,360,000	27,855,000	31,100,000	32,865,000	33,760,000	6,400,000
General Purpose School	542,000,000	591,500,000	660,686,000	675,860,000	700,485,000	158,485,000
	619,030,398	671,705,948	747,833,040	766,083,592	793,470,967	174,440,569
Debt Service Fund	74,000,000	77,500,000	80,000,000	85,000,000	86,000,000	12,000,000
Total Operating Budget	**$ 893,574,322**	**$ 954,113,568**	**$ 1,050,186,060**	**$ 1,082,198,147**	**$ 1,118,995,156**	**$ 225,420,834**
Revenue / 1 cent property tax	**$ 1,308,755**	**$ 1,342,000**	**$ 1,903,500**	**$ 1,960,000**	**$ 1,960,000**	

Net Budget Summary

	Adopted 2024-2025	Interfund Transfers	Net 2024-2025	Proposed 2025-2026	Interfund Transfers	Net 2025-2026
General Fund	$ 231,114,555	$ (760,500)	$ 230,354,055	$ 239,524,189	$ (166,750)	$ 239,357,439
Special Revenue Funds:						
Governmental Library	80,100	-	80,100	80,800	-	80,800
Public Library	15,552,789	-	15,552,789	15,972,332	-	15,972,332
Solid Waste	4,806,453	-	4,806,453	4,876,638	-	4,876,638
Air Quality	160,000	-	160,000	160,000	-	160,000
Hotel-Motel Tax	11,500,000	(1,850,000)	9,650,000	12,000,000	(1,900,000)	10,100,000
Engineering and Public Works	25,259,250	(675,000)	24,584,250	26,136,197	(775,000)	25,361,197
Central Cafeteria	32,865,000	-	32,865,000	33,760,000	-	33,760,000
General Purpose School	675,860,000	(3,965,078)	671,894,922	700,485,000	(1,006,000)	699,479,000
	766,083,592	(6,490,078)	759,593,514	793,470,967	(3,681,000)	789,789,967
Debt Service Fund	85,000,000	-	85,000,000	86,000,000	-	86,000,000
Total	$ 1,082,198,147	$ (7,250,578)	$ 1,074,947,569	$ 1,118,995,156	$ (3,847,750)	$ 1,115,147,406

Note: The interfund transfers and similar transactions shown above include only those items transferred or paid from one or more of the budgeted funds shown above to another such budgeted fund. The total budget includes other transfer transactions involving funds that do not adopt an annual budget, which are not included above. The amounts shown above are intended to eliminate the revenue/expenditure items that are "doubled up" when reported in each fund individually.

Expenditure Summary By Fund

DEPARTMENT (Or Account Name)	DEPT. NUMBER	ACTUAL FY 2024	ADOPTED FY 2025	REQUESTED FY 2026	PROPOSED FY 2026
GENERAL FUND:					
Trustee Commission	101	$ 3,636,233	$ 3,300,000	$ 3,600,000	$ 3,600,000
Leases & Subscriptions	101	6,470	-	-	-
Attorney General	1010010	4,307,848	4,713,495	4,899,662	4,899,662
Circuit Court Clerk	1010310	71,140	58,513	58,513	58,513
Civil Sessions Court Clerk	1010320	47,094	53,656	52,856	52,856
IV-D Child Support Clerk	1010330	952,252	983,640	1,036,340	1,036,340
Probate Court	1010610	59,822	54,164	51,739	51,739
Chancery Court	1010620	188,182	188,601	204,876	204,876
County Commission	1010910	680,264	704,641	716,146	716,146
County Commission - Discretionary	1010915	50,662	55,000	55,000	55,000
Internal Audit	1010920	622,835	868,358	879,290	879,290
Ethics Committee	1010926	52	1,800	1,800	1,800
Codes Commission	1010930	5,557	6,000	6,000	6,000
County Clerk	1011210	551,028	590,867	590,867	590,867
Criminal/4th Court Clerk Administration	1011505	80,225	91,400	91,400	91,400
4th Circuit Court Clerk	1011510	54,360	58,551	59,131	59,131
Criminal Court Clerk	1011520	112,891	106,966	110,841	110,841
Jury Related Expenses	1011525	141,550	220,700	212,700	212,700
Criminal Sessions Court Clerk	1011530	125,238	121,061	126,035	126,035
Criminal Court Technology Upgrades	1011531	135,107	-	-	-
Victims Advocate Program	1011533	87,426	67,500	96,624	96,624
Election Commission	1011810	2,711,289	2,765,949	2,584,943	2,584,943
Circuit Court Judges	1012110	15,260	22,676	22,676	22,676
4th Circuit Court Judges	1012120	11,563	13,506	13,506	13,506
Criminal Court Judges	1012130	69,968	77,031	77,031	77,031
Court Administrator & Magistrate	1012133	1,197,409	1,235,541	1,273,728	1,273,728
General Sessions Court Judge	1012140	2,209,185	2,314,069	2,406,035	2,406,035
Jury Commission	1012150	42,061	78,460	84,425	84,425
Juvenile Court-Judges	1012410	4,214,368	4,166,146	4,198,813	4,198,813
IV-D Magistrate Program	1012420	479,953	499,782	583,973	583,973
Juvenile Court-Clerk	1012710	911,937	930,378	940,339	940,339
Juvenile Service Center	1013010	4,229,031	5,066,141	5,289,738	5,289,738
Law Department	1013210	2,578,677	2,697,938	2,788,349	2,788,349
Law Department Outside Legal Fees	1013215	90,991	250,000	250,000	250,000
County Mayor	1013310	1,544,833	1,592,176	1,665,696	1,665,696
School Mania	1013312	32,439	-	-	-
County Lobbying	1013315	76,204	75,000	75,000	75,000
Family Justice Center	1013362	53,646	-	-	-
Behavioral Health Urgent Care Center	1013365	840,000	840,000	840,000	840,000

Expenditure Summary By Fund

DEPARTMENT (Or Account Name)	DEPT. NUMBER	ACTUAL FY 2024	ADOPTED FY 2025	REQUESTED FY 2026	PROPOSED FY 2026
GENERAL FUND (Continued):					
UT-Knox County Extension	1013370	555,225	563,385	641,599	641,599
Knox County Education Foundation	1013380	2,500,000	2,400,000	1,200,000	1,200,000
United Way Community Schools	1013383	-	-	700,000	700,000
TN Achieves	1013385	-	-	100,000	100,000
Human Resources	1013610	845,930	890,149	923,489	923,489
Benefits Administration	1013615	460,920	467,196	484,931	484,931
Tuition Assistance Program	1013625	31,757	25,000	25,000	25,000
Mentor Internship Program	1013630	6,349	50,000	50,000	50,000
Parks	1014801	336,737	481,500	481,500	481,500
Blue Trails/Greenway/Trails	1014802	166,253	226,941	233,154	233,154
Park Maintenance	1014810	2,629,957	2,616,618	2,804,511	2,804,511
Recreation Administration	1014830	909,335	1,061,492	1,280,916	1,280,916
Recreation Buildings	1014831	45,796	88,000	88,000	88,000
Tree/Bench Program	1014834	27,849	-	-	-
Sports & Recreation	1014836	1,019,178	1,115,179	1,072,355	1,072,355
Ball Fields	1014850	409,494	229,000	229,000	229,000
Sportspark	1014851	166,867	103,500	103,500	103,500
Tommy Schumpert Park	1014852	102,405	88,900	88,900	88,900
John Tarleton Park	1014853	200,968	82,300	82,300	82,300
Youth Sports	1014856	311,892	455,000	455,000	455,000
Adult Sports	1014857	78,479	69,400	69,400	69,400
Indigent Assistance	1015120	220,800	220,800	220,800	220,800
Defined Service Contracts	1015130	1,822,110	1,909,000	1,909,000	1,909,000
John Tarleton	1015135	1,043,748	1,075,061	1,107,313	1,107,313
Senior Center & Volunteer Services	1015142	314,398	323,783	368,941	368,941
West Knox Senior Center	1015145	131,853	130,558	134,544	134,544
South Knox Senior Center	1015146	144,082	153,683	174,982	174,982
Halls Senior Center	1015147	101,039	104,924	108,266	108,266
Corryton Senior Center	1015148	101,450	108,759	111,324	111,324
Carter Senior Center	1015149	112,503	111,648	128,242	128,242
Karns Senior Center	1015150	92,874	97,661	105,890	105,890
Veterans' Services Office	1015160	182,740	143,150	140,278	140,278
Community Development	1015165	605,588	749,520	645,728	645,728
Support Services	1015400	1,699,186	1,671,680	1,853,611	1,853,611
Preventive Health Services	1015403	1,604,744	1,946,289	1,814,818	1,814,818
Dental Services	1015406	1,359,869	1,534,475	1,548,257	1,548,257
Emergency Medical Services	1015409	917,887	3,254,578	3,257,052	3,257,052
Food & Restaurant Inspections	1015412	926,710	1,011,830	1,053,135	1,053,135
Health Administration	1015415	1,173,760	1,611,648	1,653,679	1,653,679

Expenditure Summary By Fund

DEPARTMENT (Or Account Name)	DEPT. NUMBER	ACTUAL FY 2024	ADOPTED FY 2025	REQUESTED FY 2026	PROPOSED FY 2026
GENERAL FUND (Continued):					
Community Health	1015421	1,191,037	1,400,540	1,399,154	1,399,154
Knox County Medical Program	1015424	2,762,251	2,995,000	2,995,000	2,995,000
Pharmacy	1015433	819,835	1,058,910	1,061,709	1,061,709
Primary Care Services	1015436	306,989	306,989	306,989	306,989
School Health Programs	1015442	571,307	607,010	610,009	610,009
Ground Water Services	1015448	465,940	482,525	412,674	412,674
Vector Control Services	1015451	2,199	9,350	9,350	9,350
Disease Surveillance & Investigation	1015454	1,445,136	1,411,711	1,485,321	1,485,321
Vital Records	1015457	694,659	672,536	692,618	692,618
Women's Health Services	1015460	430,090	396,737	329,606	329,606
Workforce Development & Planning	1015463	164,675	308,244	327,144	327,144
West Clinic	1015465	577,073	595,103	609,077	609,077
Comm. Health Services Grant Match	1015467	159,072	200,000	200,000	200,000
Finance	1015710	2,684,596	2,809,618	2,994,851	2,994,851
Procurement	1016010	1,059,779	1,153,801	1,214,836	1,214,836
Property Development	1016015	390,963	388,015	401,109	401,109
Asset Management	1016020	280,296	293,045	301,884	301,884
Inoperable Car Lot	1016025	5,576	3,750	3,750	3,750
E-Government Purchasing	1016050	184,274	188,369	195,618	195,618
Property and Liability Insurance	1016310	81,967	67,433	67,433	67,433
Young Williams Animal Center	1016600	1,490,725	1,705,000	1,730,000	1,730,000
Knoxville - Knox County Planning	1016605	882,253	1,080,753	1,175,753	1,175,753
Geographic Information Systems	1016610	487,540	570,431	572,073	572,073
Payment To Cities	1016615	240,119	155,000	155,000	155,000
Emergency Management	1016620	385,148	305,452	324,552	324,552
Office of Housing Stability	1016625	110,000	150,000	162,000	162,000
Community Action Committee	1016635	2,055,100	2,055,100	2,055,100	2,055,100
Auditing Contract	1016930	372,668	325,000	325,000	325,000
Cost in Cases Charged to County	1016940	726,608	500,000	500,000	500,000
Non-Departmental	1016950	6,222,724	(3,192,512)	(3,332,512)	(3,332,512)
PBA Management	1016955	9,400,000	10,000,000	11,000,000	11,000,000
Employee Benefits - Retirement Contributions	1016980	1,304,405	1,530,600	1,710,039	1,710,039
MERP County Match	1016985	184,958	135,000	175,000	175,000
Community Mediation	1017210	129,073	170,000	170,000	170,000
Fire Prevention*	1017510	-	762,721	934,165	934,165
Information Technology	1017910	7,080,553	7,291,244	7,537,943	7,537,943
Records Management	1017920	393,753	429,532	420,399	420,399
County I.T. Software & Hardware	1017930	3,041,469	3,180,000	3,180,000	3,180,000
Sheriff's Department Merit System	1018110	285,710	301,762	316,678	316,678
Property Assessor	1018310	4,524,900	4,746,012	4,942,845	4,942,845

Expenditure Summary By Fund

DEPARTMENT (Or Account Name)	DEPT. NUMBER	ACTUAL FY 2024	ADOPTED FY 2025	REQUESTED FY 2026	PROPOSED FY 2026
GENERAL FUND (Continued):					
Equalization Board	1018320	17,043	27,803	28,099	28,099
Public Defender	1018510	2,958,343	3,222,191	3,361,816	3,361,816
Register of Deeds	1018710	55,073	69,735	69,735	69,735
Register of Deeds - Data Processing	1018720	201,295	190,000	190,000	190,000
Court Officers	1018900	28,501	29,368	29,368	29,368
Sheriff's Administration	1018903	2,144,580	1,934,500	2,015,850	1,993,350
Records & Communication	1018906	1,304,613	1,335,995	1,349,595	1,349,595
Training	1018912	818,389	274,550	330,550	305,550
Planning & Development	1018915	6,684	7,790	7,790	7,790
Stop Violence Against Women	1018918	60,391	66,500	49,500	49,500
Patrol & Cops Universal	1018921	81,280,245	92,182,699	102,165,700	95,937,494
Warrants	1018924	281,643	261,200	294,200	284,200
Detectives	1018927	297,133	236,250	309,750	299,750
Forensic	1018930	60,127	84,450	88,650	88,650
Juvenile Division	1018933	29,172	24,050	28,550	28,550
Special Teams	1018936	67,337	50,660	68,700	63,700
Victims' Rights	1018937	621	-	-	-
Senior Citizens Awareness	1018940	179	-	-	-
Narcotics	1018942	401,049	550,700	560,700	555,700
Vice	1018943	2,145	-	-	-
Internal Affairs	1018945	30,493	25,650	33,100	33,100
Theft	1018946	34,128	-	-	-
Organized Retail Crime	1018947	11,849	-	-	-
Special Services	1018948	71,738	108,500	107,100	107,100
DARE Program	1018951	2,491	-	-	-
Teen Academy - Sheriff	1018952	2,533	-	-	-
Sexual Offender Registry	1018953	26,595	-	-	-
Interest Earned - Inmates	1018954	5,626	-	-	-
Auxiliary Services	1018957	414,563	447,570	511,252	508,252
Project Lifesaver	1018958	2,708	-	-	-
Correctional Facilities & Batterer's Treat.	1018960	12,303,765	10,664,250	11,843,750	11,521,750
Video Courtroom	1018961	10,267	-	-	-
Helen Ross McNabb-Interchange	1018967	183,392	-	-	-
Jail Commissary	1018969	1,254,694	1,113,552	1,411,531	1,411,531
Medical Examiner - County	1018973	5,182,421	5,589,020	5,773,996	5,773,996
Sheriff's Radio Rebanding	1018980	9,232	-	-	-
Sheriff's K-9 Donations	1018985	2,925	-	-	-
Officer Assistance	1018991	52,928	-	-	-
Sheriff's - Animal Control	1018993	56,144	-	-	-
Sheriff's - Juvenile Court Officers	1018995	27,782	30,375	32,075	32,075
County Trustee	1019710	1,152,208	1,069,603	1,071,134	1,071,134
Operating Transfers:	1016645	8,785,680	1,925,500	1,356,750	1,356,750
Total General Fund		$ 229,819,927	$ 231,114,555	$ 246,154,895	$ 239,524,189

*Fire Prevention transferred from Engineering & Public Works Fund (131) to the General Fund (101).

Expenditure Summary By Fund

DEPARTMENT (Or Account Name)	DEPT. NUMBER	ACTUAL FY 2024	ADOPTED FY 2025	REQUESTED FY 2026	PROPOSED FY 2026
GOVERNMENTAL LIBRARY FUND:					
Operations	1140010	$ 72,852	$ 80,100	$ 80,800	$ 80,800
PUBLIC LIBRARY FUND:					
Public Library	1150010	$ 13,054,906	$ 13,327,539	$ 13,729,862	$ 13,729,862
Public Library Maintenance	1150011	1,605,561	1,625,750	1,642,970	1,642,970
Read City USA	1150015	32,858	34,000	34,000	34,000
State General Library	1150020	430,500	430,500	430,500	430,500
Rothrock Estates	1150030	17,525	-	-	-
Trustee Commission	115	131,899	135,000	135,000	135,000
Total Public Library Fund		$ 15,273,249	$ 15,552,789	$ 15,972,332	$ 15,972,332
SOLID WASTE FUND:					
Convenience Centers	1160120	$ 4,347,443	$ 4,144,030	$ 4,218,829	$ 4,218,829
Tire Transfer Program	1160310	327,069	409,660	412,162	412,162
Litter Program	1160320	51,451	124,763	117,647	117,647
Household Hazardous Waste	1160340	78,294	95,000	95,000	95,000
Trustee Commission	116	31,496	33,000	33,000	33,000
Total Solid Waste Fund		$ 4,835,753	$ 4,806,453	$ 4,876,638	$ 4,876,638

Expenditure Summary By Fund

DEPARTMENT (Or Account Name)	DEPT. NUMBER	ACTUAL FY 2024	ADOPTED FY 2025	REQUESTED FY 2026	PROPOSED FY 2026
AIR QUALITY FUND:					
Clear Air 103 PM 2.5	1280015	$ 132,699	$ -	$ -	$ -
Air Pollution	1280036	529,863	-	-	-
Permit Fees	1280040	320,023	160,000	160,000	160,000
Title V Program	1280050	134,519	-	-	-
Total Air Quality Fund *		$ 1,117,104	$ 160,000	$ 160,000	* $ 160,000
HOTEL/MOTEL TAX FUND:	123	$ 13,077,775	$ 11,500,000	$ 12,000,000	$ 12,000,000
ENGINEERING AND PUBLIC WORKS FUND:					
Environment & Planning	1310110	$ 2,424,215	$ 2,877,543	$ 3,034,435	$ 3,034,435
Land Development	1310120	916,757	1,086,195	1,138,150	1,138,150
Stormwater Compliance	1310130	520,812	544,319	543,865	543,865
Stormwater Management - Violation	1310135	8,090	-	-	-
Public Works Construction & Maintenance	1310210	15,753,124	16,945,702	17,352,637	17,352,637
Traffic Engineering	1310220	1,036,762	1,145,002	1,290,758	1,290,758
Subdivision Foreclosures	1310425	80,453	-	-	-
Subdivision Foreclosures	1310430	65,771	-	-	-
Fire Prevention**	1310510	697,558	-	-	-
Building Codes	1310610	1,412,251	1,575,961	1,622,301	1,622,301
Code Enforcement	1310710	692,296	698,956	738,541	738,541
Soil Conservation	1310810	154,711	160,572	165,510	165,510
Trustee Commission	131	251,128	225,000	250,000	250,000
Total Engineering and Public Works Fund		$ 24,013,928	$ 25,259,250	$ 26,136,197	$ 26,136,197
CENTRAL CAFETERIA FUND:	143	$ 33,897,955	$ 32,865,000	$ 33,760,000	$ 33,760,000
GENERAL PURPOSE SCHOOL FUND:	141	$ 668,710,147	$ 675,860,000	$ 700,485,000	$ 700,485,000
DEBT SERVICE FUND:	151	$ 76,470,816	$ 85,000,000	$ 86,000,000	$ 86,000,000
Total Operating Budget		**$ 1,067,289,506**	**$ 1,082,198,147**	**$ 1,125,625,862**	**$ 1,118,995,156**

* Air Quality Fund contains both federal grant dollars and local funds. The proposed amount represents county funding only. Federal grant awards will be submitted to commission for approval.

**Fire Prevention moved to the General Fund (101).

Expenditure Summary By Fund

DEPARTMENT (Or Account Name)	DEPT. NUMBER	ACTUAL FY 2024	ADOPTED FY 2025	REQUESTED FY 2026	PROPOSED FY 2026
INTERNAL SERVICE FUNDS:					
Internal Service Funds are used to account for goods and services provided by County Departments to County Departments and to account for common activities. Expected annual expenses are shown as additional information.					
Vehicle Service Center Fund	261	$ 3,317,620	$ 3,550,969	$ 3,595,482	$ 3,595,482
Mailroom Service Fund	268	367,685	356,167	383,753	383,753
Employee Benefits Fund	270	36,371,118	35,050,368	36,661,077	36,661,077
Risk Management Fund	266	4,276,374	6,019,954	6,211,000	6,211,000
Building Maintenance Fund	274	17,079,559	17,125,359	16,442,189	16,442,189
Technical Support Services Fund	276	2,136,050	2,295,037	2,264,178	2,264,178
Capital Leasing Fund	278	799,640	622,344	848,742	848,742
Self Insurance Fund	263	33,397,073	31,926,604	37,242,788	37,242,788
TOTAL INTERNAL SERVICE FUNDS		$ 97,745,119	$ 96,946,802	$ 103,649,209	$ 103,649,209
SHERIFF'S DRUG CONTROL FUND:					
The Sheriff's Drug Control Fund was established pursuant to an amendment of Tennessee Code Annotated Section 39-17-420. This fund is used to account for drug control activities restricted for drug enforcement, drug education and non-recurring general law enforcement expenditures. This fund is primarily funded from the receipt of fines and costs related to drug enforcement cases. Expected annual expenses are shown as additional information.					
SHERIFF'S DRUG CONTROL FUND	122	$ 598,765	$ 603,000	$ 1,111,500	$ 1,111,500
ENTERPRISE FUND:					
Enterprise Funds are used to account for operations that provide services primarily to the general public on a user charge basis. The County does not adopt an annual budget for its enterprise fund. The expected annual expenses are shown as additional information.					
THREE RIDGES GOLF COURSE FUND	401	$ 2,159,813	$ 1,915,600	$ 2,099,600	$ 2,099,600

Revenue Summary By Fund

	ACTUAL FY 2024	ADOPTED FY 2024	ADOPTED FY 2025	PROPOSED FY 2026
GENERAL FUND:				
County Property Taxes	$ 140,605,209	$ 138,436,840	$ 142,835,400	$ 145,466,300
County Local Option Taxes	28,632,180	27,142,000	29,204,500	30,861,000
Wheel Tax	607,980	575,000	610,000	620,000
Licenses and Permits	3,480,598	3,071,000	2,945,500	2,949,500
Fines, Forfeitures, Penalty	2,724,225	1,609,300	945,150	1,038,700
Charges/Current Services	9,869,769	9,099,178	9,565,495	10,296,900
Other Local Revenue	12,641,077	8,413,771	8,479,036	8,700,246
Fees from Officials	15,853,757	13,160,000	15,330,000	15,700,000
State of Tennessee	14,928,979	12,233,664	13,010,964	15,153,664
Federal Government	1,995,125	1,771,900	1,546,500	1,921,500
Other Governments	824,455	799,750	310,000	815,000
Citizens Groups	200,909	-	-	-
Other Financing Source: Lease & Subscription	6,470	-	-	-
Appropriation from Restricted Fund Balance	-	605,162	832,010	1,197,208
Appropriation from Fund Balance	-	3,500,000	3,500,000	4,804,171
Appropriation from Designated Fund Balance	-	1,935,455	2,000,000	-
Increase in Equity Interest in Joint Venture	1,096,823	-	-	-
Total General Fund	$ 233,467,556	$ 222,353,020	$ 231,114,555	$ 239,524,189
GOVERNMENTAL LIBRARY FUND:				
County Local Option Taxes (Litigation Tax)	$ 44,925	$ 40,750	$ 39,600	$ 44,050
Charges/Current Services	28	-	-	-
Other Governments/Citizens Groups	30,000	30,000	30,000	30,000
Operating Transfers	-	35,000	10,500	6,750
Appropriation from Fund Balance	-	12,851	-	-
Total Governmental Library Fund	$ 74,953	$ 118,601	$ 80,100	$ 80,800

Revenue Summary By Fund

	ACTUAL FY 2024	ADOPTED FY 2024	ADOPTED FY 2025	PROPOSED FY 2026
PUBLIC LIBRARY FUND:				
Wheel Tax	$ 12,576,931	$ 12,500,000	$ 12,750,000	$ 13,050,000
Charges/Current Services	189,039	150,000	175,000	190,000
Other Local Revenues	118,358	139,000	140,000	110,000
State of Tennessee	420,500	420,500	420,500	420,500
Federal Government	10,000	10,000	10,000	10,000
Other Governments/Citizens Groups	35,366	-	-	-
Operating Transfers	1,820,000	1,820,000	1,850,000	1,900,000
Appropriation from Fund Balance	-	263,800	207,289	291,832
Total Public Library Fund	$ 15,170,194	$ 15,303,300	$ 15,552,789	$ 15,972,332
SOLID WASTE FUND:				
County Local Option Taxes	$ 2,600,000	$ 2,600,000	$ 2,600,000	$ 2,600,000
Other Local Revenues	969,060	722,500	740,000	800,000
State of Tennessee	549,576	500,000	540,000	550,000
Operating Transfers	701,500	675,000	675,000	775,000
Appropriation from Fund Balance	-	305,292	251,453	151,638
Total Solid Waste Fund	$ 4,820,136	$ 4,802,792	$ 4,806,453	$ 4,876,638
AIR QUALITY FUND:				
Charges/Current Services	$ 425,153	$ 160,000	$ 160,000	$ 160,000
Other Local Revenues	68,177	-	-	-
Federal Government	350,791	-	-	-
Operating Transfers	300,000	-	-	-
Total Air Quality Fund	$ 1,144,121	$ 160,000	$ 160,000	$ 160,000
HOTEL/MOTEL TAX FUND:				
County Local Option Taxes	$ 14,677,619	$ 10,500,000	$ 11,500,000	$ 12,000,000
Total Hotel/Motel Tax Fund	$ 14,677,619	$ 10,500,000	$ 11,500,000	$ 12,000,000

Revenue Summary By Fund

	ACTUAL FY 2024	ADOPTED FY 2024	ADOPTED FY 2025	PROPOSED FY 2026
ENGINEERING AND PUBLIC WORKS FUND:				
County Local Option Taxes	$ 10,110,533	$ 9,807,947	$ 9,840,500	$ 10,515,350
Statutory Taxes	2,190,046	2,275,000	2,400,000	2,400,000
Wheel Tax	914,222	900,000	900,000	1,825,000
Licenses and Permits	3,556,712	2,600,000	2,750,000	2,800,000
Fines, Forfeitures, Penalty	2,750	150,000	175,000	185,000
Charges/Current Services	132,116	112,500	106,500	119,000
Other Local Revenues	186,000	-	-	-
State of Tennessee	8,013,660	7,816,900	7,937,250	8,042,250
Operating Transfers	1,500,000	1,500,000	750,000	-
Appropriation from Fund Balance	-	-	400,000	249,597
Total Engineering and Public Works Fund	$ 26,606,039	$ 25,162,347	$ 25,259,250	$ 26,136,197
CENTRAL CAFETERIA FUND:	$ 30,639,680	$ 31,100,000	$ 32,865,000	$ 33,760,000
GENERAL PURPOSE SCHOOL FUND:				
County Property Taxes	$ 107,924,551	$ 105,457,240	$ 100,704,400	$ 96,784,400
County Local Option Taxes	240,234,650	226,486,930	241,192,886	254,197,306
Wheel Tax	912,721	900,000	900,000	-
Licenses	27,312	36,000	36,000	36,000
Charges/Current Services	450,563	275,000	275,000	275,000
Other Local Revenue	14,921,418	9,800,000	4,225,000	6,000,000
State of Tennessee	324,968,581	316,080,830	326,876,714	341,382,294
Federal Government	599,346	600,000	600,000	600,000
Other Governments/Citizens Groups	15,037	-	-	-
Operating Transfers	-	1,050,000	1,050,000	1,210,000
Other Financing Source: Lease & Subscription	976,463	-	-	-
Total General Purpose School Fund	$ 691,030,642	$ 660,686,000	$ 675,860,000	$ 700,485,000
DEBT SERVICE FUND:				
County Property Taxes	$ 69,809,272	$ 68,362,320	$ 78,209,200	$ 78,209,200
Other Local Revenue	7,343,483	1,651,964	1,636,535	1,619,974
Payment from General Purpose Schools	9,071,724	9,071,724	3,965,078	1,006,000
Appropriation from Fund Balance	-	913,992	1,189,187	5,164,826
Total General Debt Fund	$ 86,224,479	$ 80,000,000	$ 85,000,000	$ 86,000,000
Grand Total Budgeted Operating Funds	**$ 1,103,855,419**	**$ 1,050,186,060**	**$ 1,082,198,147**	**$ 1,118,995,156**
		Dollar Amount Change	$ 32,012,087	$ 36,797,009
		Percentage Change	3.05%	3.40%

General Fund Analysis

Expenditures and Other Uses

Proposed Increases in Expenditures from FY 2025 to FY 2026

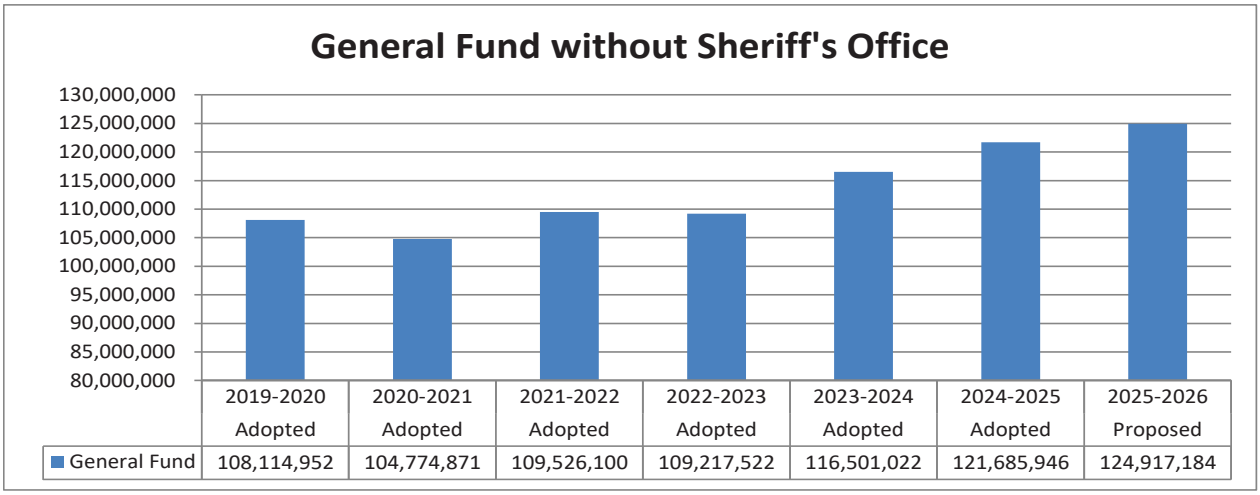
Adopted Budget 2024-2025		$ 231,114,555
New Uses for 2025-2026:		
2% for employees - January 2025 (including deputies)	$ 2,600,000	
1 Step plus 1% for employees (including deputies)	1,300,000	
UOPP Actuarial Required Contribution	700,000	
Building Operations	1,000,000	
Closed Defined Benefit Plans Actuarial Required Contribution	179,439	
Sheriff's Office Fixed Costs Increases	2,569,396	
Various Departmental Increases	60,799	
Total FY 2026 Additions to Proposed Expenditures		8,409,634
Proposed 2025-2026 Budget		$ 239,524,189

Revenues and Other Sources

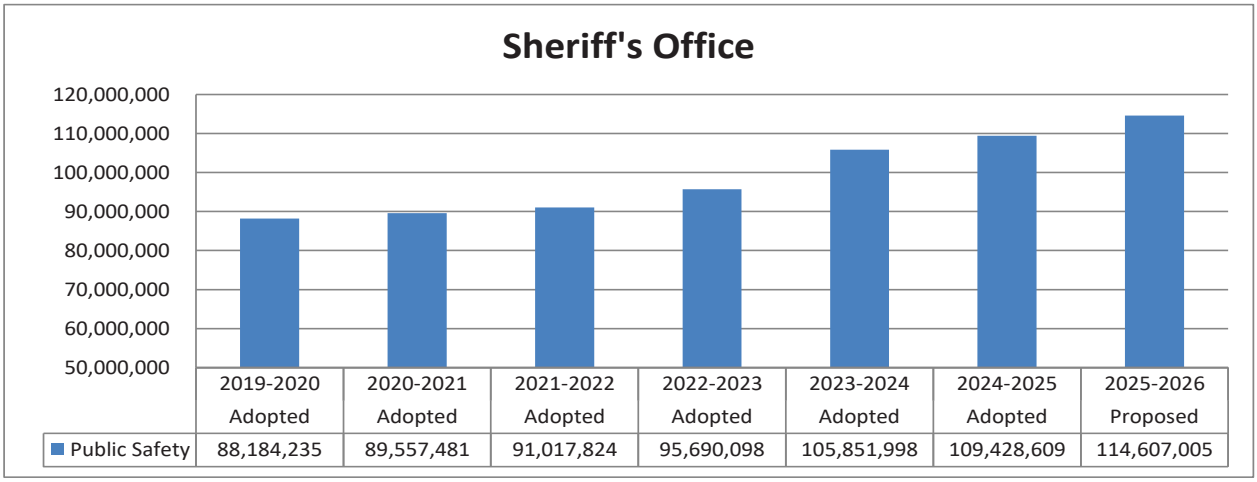
Projected Increases to Revenues and Other Sources
Amounts to Provide Funding for Additional Proposed Expenditures

Adopted Budget 2024-2025		$ 231,114,555
Projected Increases in Revenues and Other Sources:		
Increase in Property Tax Revenue	$ 2,630,900	
Increase in Local Option Tax Revenue	1,666,500	
Increase in Licenses, Permits and Charges for Services	731,405	
Increase in Fees from Officials	370,000	
Increase in Other Local Revenue	211,210	
Increase in State of Tennessee Revenue	2,142,700	
Increase in Other Revenues and Other Sources	656,919	
Total FY 2026 Additions to Revenues and Other Sources		8,409,634
Proposed 2025-2026 Budget		$ 239,524,189

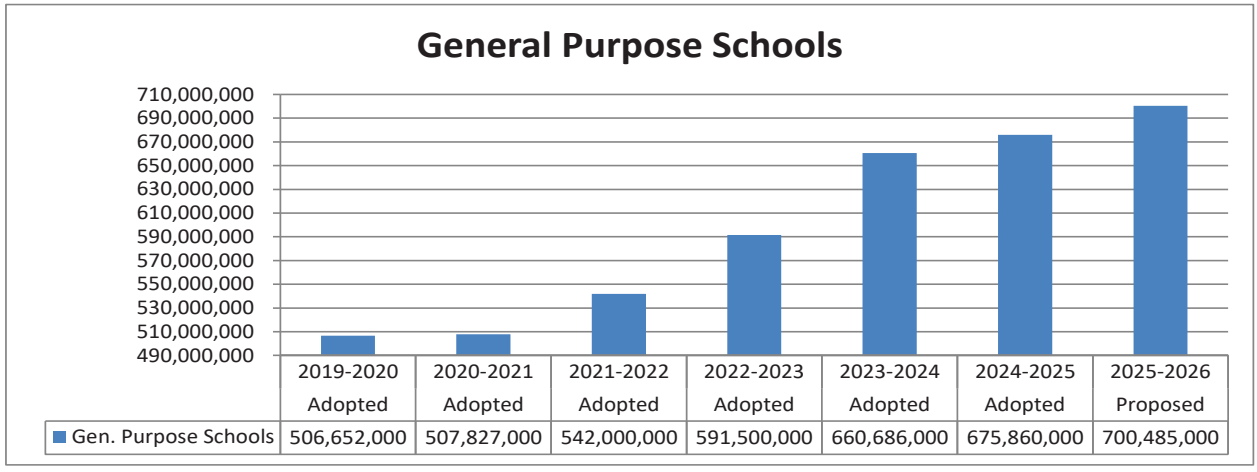
2025-2026 PROPOSED OPERATING BUDGET



	2019-2020 Adopted	2020-2021 Adopted	2021-2022 Adopted	2022-2023 Adopted	2023-2024 Adopted	2024-2025 Adopted	2025-2026 Proposed
General Fund	108,114,952	104,774,871	109,526,100	109,217,522	116,501,022	121,685,946	124,917,184



	2019-2020 Adopted	2020-2021 Adopted	2021-2022 Adopted	2022-2023 Adopted	2023-2024 Adopted	2024-2025 Adopted	2025-2026 Proposed
Public Safety	88,184,235	89,557,481	91,017,824	95,690,098	105,851,998	109,428,609	114,607,005

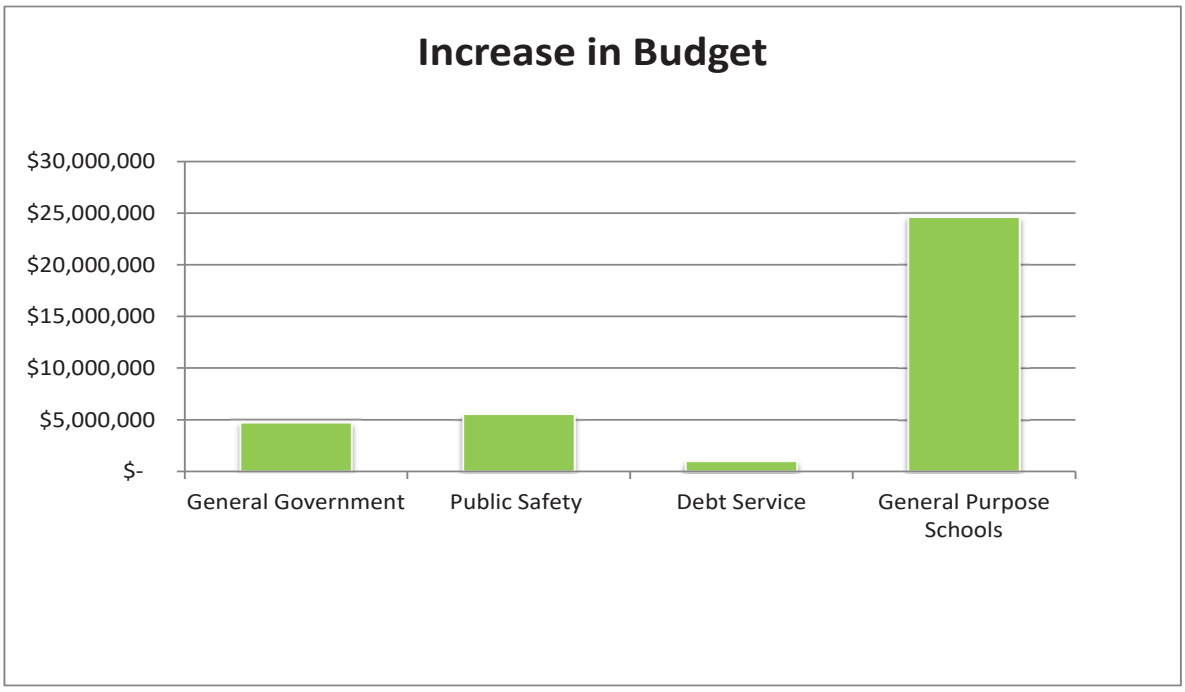


	2019-2020 Adopted	2020-2021 Adopted	2021-2022 Adopted	2022-2023 Adopted	2023-2024 Adopted	2024-2025 Adopted	2025-2026 Proposed
Gen. Purpose Schools	506,652,000	507,827,000	542,000,000	591,500,000	660,686,000	675,860,000	700,485,000

2025-2026 PROPOSED OPERATING BUDGET
INCREASE IN 2026 BUDGET FROM 2025 BUDGET

	2024-2025	Increase	2025-2026
General Government	$ 172,246,713	$ 4,723,093	$ 176,969,806
Public Safety	116,226,434	5,553,916	121,780,350
Debt Service	85,000,000	1,000,000	86,000,000
General Purpose Schools	675,860,000	24,625,000	700,485,000
	$ 1,049,333,147	$ 35,902,009	$ 1,085,235,156

Central Cafeteria Fund is not included in the totals.



County Budgeted Position Count

DEPARTMENT (or account name)		ADOPTED FY 2025 Full Time	Part Time		PROPOSED FY 2026 Full Time	Part Time		Change from 2025-2026 Full Time	Part Time
GENERAL FUND:									
Attorney General	1010010	42	2		42	2		0	0
IV-D Child Support Clerk	1010330	15	1		15	1		0	0
County Commission	1010910	2	0	*	2	0	*	0	0
Internal Audit	1010920	6	1		6	1		0	0
Election Commission	1011810	15	6		16	8		1	2
Court Administrator & Magistrate	1012133	13	0		13	0		0	0
General Sessions Court Judges	1012140	12	0		12	0		0	0
Jury Commission	1012150	1	0		1	0		0	0
Juvenile Court- Judges	1012410	37	1		33	2		-4	1
IV-D Magistrate Program	1012420	3	0		3	0		0	0
Juvenile Court-Clerk	1012710	14	0		13	0		-1	0
Juvenile Service Center	1013010	65	0		65	0		0	0
Law Department	1013210	18	1		18	1		0	0
County Mayor	1013310	12	0		12	0		0	0
Human Resources	1013610	7	0		7	0		0	0
Benefits Administration	1013615	4	0		4	0		0	0
Blue Trails/Greenways/Trails	1014802	3	0		3	0		0	0
Park Maintenance	1014810	31	0		32	0		1	0
Recreation Administration	1014830	3	5	**	3	5	**	0	0
Sports & Recreation	1014836	14	0		13	0		-1	0
Senior Center & Volunteer Services	1015142	3	2		4	2		1	0
West Knox Senior Center	1015145	2	1		2	1		0	0
South Knox Senior Center	1015146	3	1		3	2		0	1
Halls Senior Center	1015147	2	0		2	0		0	0
Corryton Senior Center	1015148	2	0		2	0		0	0
Carter Senior Center	1015149	2	0		2	0		0	0
Karns Senior Center	1015150	2	0		2	0		0	0
Veterans' Services	1015160	2	0		2	0		0	0
Neighborhoods & Community Development	1015165	6	0		5	0		-1	0
Support Services	1015400	7	0		10	0		3	0
Preventive Health Services	1015403	23	1		20	1		-3	0
Dental Services	1015406	16	0		14	0		-2	0
Emergency Medical Services	1015409	1	1		1	1		0	0
Food & Restaurant Inspections	1015412	13	0		13	0		0	0
Health Administration	1015415	15	0		15	0		0	0
Community Development and Planning	1015421	17	0		15	0		-2	0
Pharmacy	1015433	1	0		1	0		0	0
School Health Programs	1015442	1	0		1	0		0	0
Ground Water Services	1015448	6	0		5	0		-1	0
Disease Surveillance & Investigation	1015454	15	0		16	0		1	0
Vital Records	1015457	4	0		4	0		0	0
Women's Health Services	1015460	3	1		2	1		-1	0
Community Health Services	1015463	3	0		3	0		0	0
West Clinic	1015465	8	0		8	0		0	0
Finance	1015710	24	2		24	2		0	0

County Budgeted Position Count

DEPARTMENT (or account name)		ADOPTED FY 2025 Full Time	ADOPTED FY 2025 Part Time	PROPOSED FY 2026 Full Time	PROPOSED FY 2026 Part Time	Change from 2025-2026 Full Time	Change from 2025-2026 Part Time
GENERAL FUND (Continued):							
Procurement	1016010	11	0	11	0	0	0
Property Development	1016015	3	0	3	0	0	0
Asset Management	1016020	4	0	4	0	0	0
E-Government Purchasing	1016050	2	0	2	0	0	0
Fire Prevention	1017510	8	0	9	0	1	0
Information Technology	1017910	55	1	55	1	0	0
Records Management	1017920	5	0	5	0	0	0
Sheriff's Department Merit System	1018110	4	0	4	0	0	0
Property Assessor	1018310	44	1	47	0	3	-1
Equalization Board	1018320	0	8	0	8	0	0
Public Defender	1018510	34	2	35	2	1	0
Patrol	1018921	1,019	3	1,019	3	0	0
Auxiliary Services	1018957	3	3	3	3	0	0
Jail Commissary	1018969	8	0	8	0	0	0
Medical Examiner	1018973	37	1	37	1	0	0
Total General Fund		**1,735**	**45**	**1,731**	**48**	**-4**	**3**
GOVERNMENTAL LAW LIBRARY FUND:							
Governmental Law Library Operations	1140010	0	0	0	0	0	0
PUBLIC LIBRARY FUND:							
Public Library Operations	1150010	137	64	138	65	1	1
Public Library Maintenance	1150011	5	0	5	0	0	0
Total Public Library Fund		**142**	**64**	**143**	**65**	**1**	**1**
SOLID WASTE FUND:							
Convenience Centers	1160120	25	1	25	1	0	0
Tire Transfer Program	1160310	1	0	1	0	0	0
Litter Grant - County	1160320	2	1	2	1	0	0
Total Solid Waste Fund		**28**	**2**	**28**	**2**	**0**	**0**
AIR QUALITY FUND:	128	14	0	14	0	0	0

County Budgeted Position Count

DEPARTMENT (or account name)		ADOPTED FY 2025 Full Time	ADOPTED FY 2025 Part Time	PROPOSED FY 2026 Full Time	PROPOSED FY 2026 Part Time		Change from 2025-2026 Full Time	Change from 2025-2026 Part Time
ENGINEERING AND PUBLIC WORKS FUND:								
Environment & Planning	1310110	14	1	12	1		-2	0
Land Development	1310120	11	0	11	0		0	0
Stormwater Compliance	1310130	4	1	4	1		0	0
Public Works Construction & Maintenance	1310210	86	1	85	1		-1	0
Traffic Engineering	1310220	7	1	8	1		1	0
Fire Prevention	1310510	0	0	0	0		0	0
Building Codes	1310610	17	0	17	0		0	0
Code Enforcement	1310710	8	0	8	0		0	0
Soil Conservation	1310810	2	0	2	0		0	0
Total Engineering and Public Works Fund		**149**	**4**	**147**	**4**		**-2**	**0**
CENTRAL CAFETERIA FUND:	143	0	0	0	0	***	0	0
GENERAL PURPOSE SCHOOL FUND	141	0	0	0	0	***	0	0
VEHICLE SERVICE CENTER FUND	2610030	9	0	9	0		0	0
RISK MANAGEMENT FUND	2660010	9	0	9	0		0	0
MAILROOM SERVICE FUND	2680010	2	0	2	0		0	0
EMPLOYEE BENEFITS FUND	2700050	7	1	7	1		0	0
TECHNICAL SUPPORT SERVICES FUND	2760010	10	0	10	0		0	0

* Does not include Knox County's 11 Commissioners
** Does not include the Parks Temporary/Seasonal Employees
*** FY 2026 employees to be determined by the School Board within approved budget

NOTE: Does not include pooled positions. Pooled positions include election workers, interns, and seasonal help.

NOTE: In addition to the positions adopted in the County's budget, certain other positions are funded from various grants. Budgets for such grants are generally adopted at the time the grant is approved by the grantor.

GRANTS							
CDBG & Housing	23	0	22	0		-1	0
Health Department	171	6	147	6		-24	0
Judges - Drug Court	8	3	6	3		-2	0
Juvenile Services	3	0	2	0		-1	0
Attorney General	1	0	1	0		0	0
Sheriff	42	1	43	0		1	-1
Solid Waste	4	0	4	0		0	0
Total Grant Funds	**252**	**10**	**225**	**9**		**-27**	**-1**

Capital Outlay Detail

		Proposed FY 2026	Funded By
Sheriff's Office			
Vehicles - Chargers- (20) Requested (18) Proposed	$	947,054	Debt Proceeds
Sedans - (10) Requested (9) Proposed		473,527	Debt Proceeds
Durangos - (15) Requested (9) Proposed		518,527	Debt Proceeds
Vans - (2) Requested (2) Proposed		119,228	Debt Proceeds
Body Cameras/Tasers/Storage		2,012,386	Debt Proceeds
Engineering & Public Works			
John Deere 5095M Utility Tractor & Mid-Mount Boom Mower		164,025	Debt Proceeds
John Deere 5095M Utility Tractor & Mid-Mount Boom Mower		164,025	Debt Proceeds
IT Department			
Server Replacements		125,000	Debt Proceeds
Parks & Recreation Department			
Maintenance Equipment Building Roof Replacement		54,000	Debt Proceeds
John Tarleton Field 5 Retaining Wall		35,000	Debt Proceeds
Large Area Aerator		43,000	Debt Proceeds
Turf Sprayer		79,000	Debt Proceeds
Bobcat		75,395	Debt Proceeds
Mt 100 Small Stand on Bobcat		35,000	Debt Proceeds
Three Ridges Golf Course			
Aerifier		45,000	Debt Proceeds
Public Library			
IT Equipment		80,000	Debt Proceeds
TOTAL CAPITAL OUTLAY	$	4,970,167	Funded by Debt Proceeds

Note: Vehicle purchases are contingent on an older vehicle being turned in for every new vehicle purchased.

Defined Service Contracts - General Fund

AGENCY	Program	Proposed FY 2026
GENERAL FUND:		
Boys & Girls Club of the Tennessee Valley	Afterschool Program	$ 20,000
CASA *	Advocates	20,000
Catholic Charities*	Children's Emergency Shelter	45,000
Centro Hispano de East Tennessee	Language Access & Parent Education	35,000
Community Coalition Against Human Trafficking	Homelessness Services	12,500
Community Mediation Center	Legal Services	20,000
East TN Freedom Schools	Workforce Development	10,000
Emerald Youth Foundation	Afterschool Program	15,000
Friends of Literacy	Academic Success	25,000
Helen Ross McNabb	Sexual Assault Hotline/Day Services	50,000
Helping Mamas Knoxville	Healthcare	10,000
Hillcrest Healthcare Communities Inc.	Senior Services	12,500
Interfaith Health Clinic	Healthcare	50,000
Keep Knoxville Beautiful	Community Beautification	25,000
Kim Health Center	Healthcare	30,000
Knoxville Family Justice Center	Domestic Violence or Abuse Services	20,000
Mental Health Association of East Tennessee	Call Center/Early Intervention	35,000
Olive Tree Early Learning Academy	Childcare	12,250
REBOOT Recovery, Inc.	Veteran Services	10,000
Subtotal -- Non-Profit Grants		457,250
Blount Partnership	Business Park	31,250
East Tennessee Economic Development Agency	Economic Development	100,000
Farragut West Knox Chamber of Commerce	Economic Development	50,000
Knoxville Chamber	IDB, Business Parks & Economic Development	1,270,500
Subtotal -- Economic Development Contracts		1,451,750
Total General Fund		**$ 1,909,000**

*These will be funded as a sole source contract through Juvenile Court Judges.

Hotel/Motel Tax Fund

	Proposed FY 2026
Direct Promotion of Tourism (40%):	
Visit Knoxville	$ 4,800,000
Debt/Construction/Operations/Maintenance of Tourist Facilities (40%):	
Transfer to Public Library for East TN History Center	2,000,000
City of Knoxville - Convention Center	500,000
Multi-Use Stadium Debt Obligation	1,100,000
Women's Basketball Hall of Fame	200,000
Zoo Knoxville	1,000,000
Subtotal - Debt/Construction/Operations/Maintenance of Tourist Facilities (40%)	4,800,000
City of Knoxville (10%)	
City of Knoxville	1,200,000
Knox County (10%)	
Trustee's Commission	120,000
Zoo Knoxville	175,000
Arts & Cultural Alliance of Greater Knoxville	425,000
Beck Cultural Exchange Center	75,000
Legacy Parks	125,000
Asian Culture Center	50,000
The Muse Knoxville	50,000
Knox County Tourism Enhancements	180,000
Subtotal - Knox County (10%)	1,200,000
Total -- Hotel/Motel Tax Fund	**$ 12,000,000**

Note: The allocation for Hotel/Motel Tax is in accordance with Knox County Code Section 58-89.

General County Appropriations From Unrestricted Fund Balance*

Fund	Purpose	Adopted FY 2024	Adopted FY 2025	Proposed FY 2026
General	Planned Use of Fund Balance	$ 3,500,000	$ 3,500,000	$ 4,804,171
Governmental Law Library	Planned Use of Fund Balance	12,851	-	-
Public Library	Planned Use of Fund Balance	263,800	207,289	291,832
Solid Waste	Planned Use of Fund Balance	305,292	251,453	151,638
Engineering & Public Works	Planned Use of Fund Balance	-	400,000	249,597
Debt Service **	Planned Use of Fund Balance	913,992	1,189,187	5,164,826
TOTAL		**$ 4,995,935**	**$ 5,547,929**	**$ 10,662,064**

General Fund Actual Undesignated/Unassigned Fund Balances:
for fiscal years ended 2013 - 2026

2013 - 51,452,742
2014 - 53,026,996
2015 - 55,853,075
2016 - 60,783,057
2017 - 63,901,759
2018 - 65,921,820
2019 - 68,113,462
2020 - 72,582,889
2021 - 81,158,547
2022 - 81,986,332
2023 - 84,984,625
2024 - 88,997,241
2025 - 86,997,241 (estimated)
2026 - 82,193,070 (estimated)

* These amounts are offset by actual expenditures less than allowed budget and actual revenues in excess of budget estimates.

** The Debt Service Fund is simply monies set aside to make debt payments. These funds are to be used only for that purpose. These amounts are in accordance with the County's long-term Capital Improvement Plan.

Schools Appropriations from Available Fund Balance*

Fund	Purpose	Adopted FY 2024	Adopted FY 2025	Proposed FY 2026
General Purpose Schools	Planned Use of Fund Balance	$ -	$ -	$ -
TOTAL		**$ -**	**$ -**	**$ -**

General Purpose Schools Proposed Budget	$	700,485,000
Required 3% Fund Balance		3%
Minimum Required Fund Balance FY 2026		21,014,550
06/30/25 Estimated Available Fund Balance		90,000,000
Excess of Estimated FY 2025 Available Fund Balance over FY 2026 Required Balance	$	68,985,450

* These amounts are offset by actual expenditures less than allowed budget and actual revenues in excess of budget estimates.

Note: The 3% required fund balance is in reference to TCA code 49-3-352.

Current Property Tax Revenue History

Budget vs. Actual 2014-2024

	Actual 2014	Actual 2015	Actual 2016	Actual 2017	Actual 2018	Actual 2019	Actual 2020	Actual 2021	Actual 2022	Actual 2023	Actual 2024	Adopted 2025	Proposed 2026
General	100,450,661	102,762,655	105,768,065	107,121,173	109,609,515	111,832,128	113,173,698	116,259,064	118,540,754	122,775,736	125,814,875	127,870,400	131,790,400
Debt	32,102,801	51,381,452	51,248,324	51,903,952	52,957,271	54,031,115	54,679,288	56,169,966	57,272,353	59,317,615	68,500,385	77,459,200	77,459,200
Schools	111,841,930	94,199,038	95,954,319	97,181,879	98,525,119	100,522,968	101,728,870	104,502,224	106,553,159	110,355,166	105,372,519	99,254,400	95,334,400
Total	244,395,392	248,343,145	252,970,708	256,207,004	261,091,905	266,386,211	269,581,856	276,931,254	282,366,266	292,448,517	299,687,779	304,584,000	304,584,000
Budget	243,080,000	248,240,000	251,024,000	256,128,000	262,624,000	264,364,000	270,088,000	270,088,000	277,456,060	284,504,000	295,803,900		
Favorable (Unfavorable)	1,315,392	103,145	1,946,708	79,004	(1,532,095)	2,022,211	(506,144)	6,843,254	4,910,206	7,944,517	3,883,879		
% Increase (Decrease)		1.62%	1.86%	1.28%	1.91%	2.03%	1.20%	2.73%	1.96%	3.57%	2.48%		

Sales Tax Revenue History

Budget vs. Actual 2014-2024

	Actual 2014	Actual 2015	Actual 2016	Actual 2017	Actual 2018	Actual 2019	Actual 2020	Actual 2021	Actual 2022	Actual 2023	Actual 2024	Adopted 2025	Proposed 2026
General	4,032,931	4,912,938	4,414,514	4,880,741	5,873,205	6,125,667	6,918,651	8,941,923	10,392,692	11,003,386	11,340,763	11,000,000	11,600,000
Solid Waste	2,400,000	2,400,000	2,500,000	2,500,000	2,500,000	2,600,000	2,500,000	2,400,000	2,600,000	2,600,000	2,600,000	2,600,000	2,600,000
Engineering	4,658,329	5,295,576	5,007,062	5,344,674	6,063,356	6,318,586	6,820,403	8,213,116	9,408,501	9,850,728	10,095,036	9,825,000	10,500,000
Schools	108,909,261	136,377,686	144,235,468	146,317,985	151,730,634	157,919,441	163,205,862	186,667,677	215,187,184	231,207,997	239,341,554	240,496,886	253,351,306
School Const.	19,516,096	-	-	-	-	-	-	-	-	-	-	-	-
Total	139,516,617	148,986,200	156,157,044	159,043,400	166,167,195	172,963,694	179,444,916	206,222,716	237,588,377	254,662,111	263,377,353	263,921,886	278,051,306
Budget	141,477,100	142,018,000	150,670,000	157,228,000	160,970,000	163,411,000	174,300,000	164,650,000	195,237,000	241,186,000	248,987,930		
Favorable (Unfavorable)	(1,960,483)	6,968,200	5,487,044	1,815,400	5,197,195	9,552,694	5,144,916	41,572,716	42,351,377	13,476,111	14,389,423		
% Increase (Decrease)		6.79%	4.81%	1.85%	4.48%	4.09%	3.75%	14.92%	15.21%	7.19%	3.42%		

Wheel Tax Revenue History

Budget vs. Actual 2014-2024

	Actual 2014	Actual 2015	Actual 2016	Actual 2017	Actual 2018	Actual 2019	Actual 2020	Actual 2021	Actual 2022	Actual 2023	Actual 2024	Adopted 2025	Proposed 2026
General	519,752	534,818	532,699	549,150	556,116	572,282	564,983	595,939	602,007	627,552	607,980	610,000	620,000
Library	10,928,350	10,886,910	11,019,627	11,359,939	11,504,043	11,838,462	11,687,477	12,327,843	12,453,366	12,981,811	12,576,931	12,750,000	12,850,000
Engineering	-	-	-	-	-	-	-	-	-	-	914,222	900,000	1,825,000
Schools	1,561,822	1,607,094	1,600,726	1,650,161	1,671,093	1,719,672	1,697,739	1,790,760	1,808,993	1,885,756	921,721	900,000	-
Total	13,009,924	13,028,822	13,153,052	13,559,250	13,731,252	14,130,416	13,950,199	14,714,542	14,864,366	15,495,119	15,020,854	15,160,000	15,295,000
Budget	12,575,000	12,650,000	13,075,000	13,100,000	14,000,000	13,600,000	14,000,200	14,350,000	14,325,000	14,650,000	14,875,000		
Favorable (Unfavorable)	434,924	378,822	78,052	459,250	(268,748)	530,416	(50,001)	364,542	539,366	845,119	145,854		
% Increase (Decrease)		0.15%	0.95%	3.09%	1.27%	2.91%	-1.28%	5.48%	1.02%	4.24%	-3.06%		

Spendable Fund Balance History

Fiscal Year Ended June 30:	Actual 2020	Actual 2021	Actual 2022	Actual 2023	Actual 2024	Estimated 2025
General Fund: Spendable Fund Balance	81,434,074	92,458,951	92,213,628	100,206,342	102,716,999	97,912,828
Debt Service Fund: Spendable Fund Balance	14,895,594	15,476,685	23,083,288	20,703,080	30,420,337	25,255,511
Governmental Library Fund: Spendable Fund Balance	37,922	44,895	45,149	39,675	41,776	41,776
Public Library Fund: Spendable Fund Balance	1,948,114	2,228,212	2,190,642	2,649,576	2,560,907	2,269,075
Solid Waste Fund: Spendable Fund Balance	1,281,226	1,133,947	1,132,970	1,267,001	1,251,384	1,099,746
Hotel-Motel Tax Fund: Spendable Fund Balance	1,614,606	1,942,579	3,868,686	5,382,352	6,982,196	6,982,196
Engineering & Public Works Fund: Spendable Fund Balance	5,531,196	7,297,681	10,294,502	10,197,977	12,790,088	12,540,491
General Purpose School Fund: Spendable Fund Balance	26,711,493	56,885,912	90,103,459	111,773,018	134,308,201	134,308,201

Note: Spendable fund balance includes all amounts except those not in spendable form.

Items not in spendable form include the portion of fund balance related to items not expected to be converted to cash (inventories, prepaid items, etc.) as well as long-term receivables and the County's investment in joint venture.

Message from the Knox County Mayor Glenn Jacobs

Enclosed you will find the Mayor's proposed Capital Plan for FY 2026 - FY 2030. Proposed funding for new projects has been included for projects deemed to be needed for the citizens of Knox County, primarily in the areas of education and County highway projects.

If you approve this capital plan, the County's debt levels will include an increase of $36.3 million over the five years of this plan. That is, our proposed general obligation bond issuance for new projects will exceed the County's payment of debt principal in total over the five-year period by $36.3 million. This will provide funds for several needed new projects and continued funding for numerous necessary projects currently underway.

Please note the following as you review this proposal:

- This plan assumes no new taxes for debt service.

- The total proposed over the upcoming 5 years totals $339.5 million. The plan provides funding for projects that need to proceed, while limiting the amount of new borrowing in accordance with our commitment to Knox County taxpayers to maintain the County's debt levels at levels no higher than necessary to accomplish needed projects. Note that 73% of the funding for projects included in this plan is for education and for engineering and public works, functions necessary for the benefit and safety of Knox County citizens.

- This Plan provides for funding for projects to address population growth in Western Heights and South Knoxville. The plan also includes funding for major renovations to two existing middle schools. These projects have been deemed necessary to ensure that the facilities needed for education of our Knox County student population are adequate for their needs. In addition, funding for systemwide upgrades for security, HVAC systems, and roofs is included. The proposed plan includes new funding for school projects totaling $216.4 million, spread out over the five-year period included in this plan. Knox County Schools plan to obtain $9.9 million of the project funding from sources other than debt proceeds.

- The plan includes $83.1 million for engineering and public works projects, primarily for road and highway construction and improvements and upgrades to existing roads. This funding will provide funds for needed safety improvements as well as for new and upgraded roads that will be needed for economic growth.

I welcome discussion of this proposed plan and look forward to your comments. Approving this plan will allow the County to make numerous needed improvements, while at the same time exercising the restraint required to avoid undue burden on the taxpayers of Knox County.

2026-2030 Capital Improvement Plan

Capital Improvement Plan Policy

Knox County has established a set of policies that cover the process of preparing the Capital Improvement Plan. Below are the major factors involved in the process:

A. Construction projects and capital purchases that generally cost in the aggregate more than $100,000 and/or have a useful life of greater than seven years will be included in the Capital Improvement Plan. Furniture, fixtures and equipment purchased for major additions or renovations will be included in the plan; all other regular maintenance and capital purchases less than $100,000 will be included in the operating budget.

B. The purpose of the Capital Improvement Plan is to plan, schedule, and anticipate financing for capital projects for the next five years.

C. Department Heads and Elected Officials will prepare the project proposals and present the requests to the Finance Department. The Public Building Authority will assist with the calculation of project costs and schedules. The project proposals from the Knox County School System will be forwarded to the Finance Department once the Knox County School Board adopts its request. Operating costs associated with the project must be provided by the department or elected official and are not included in the Capital Improvement Plan.

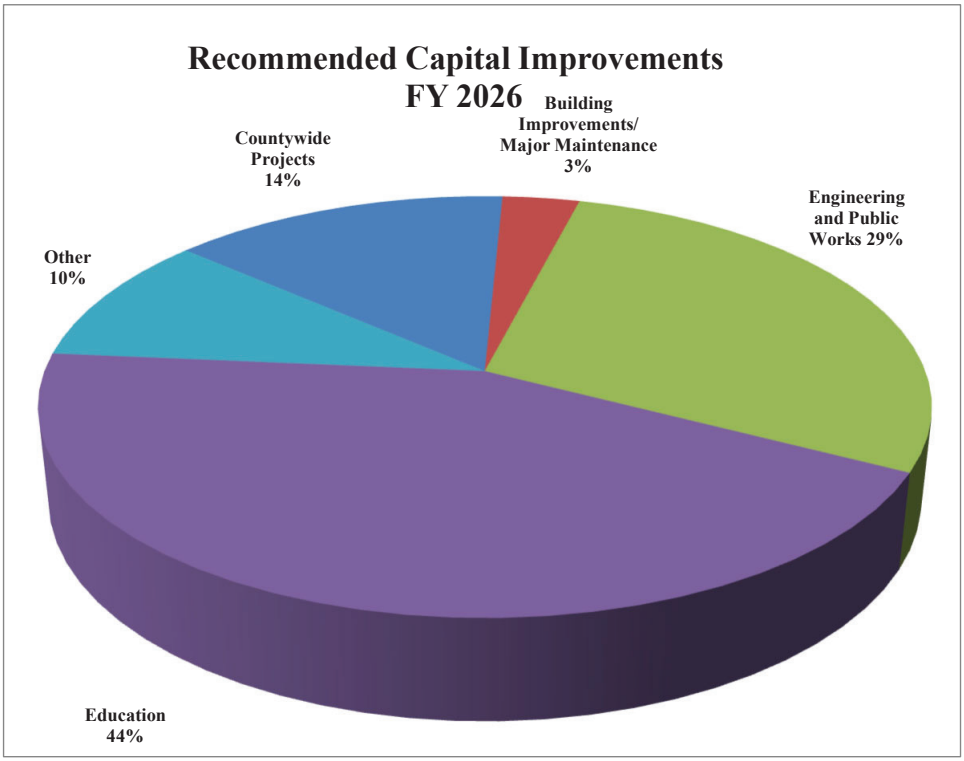
D. The Knox County Finance Department and County Mayor will review the project requests and make recommendations to the County Commission. The final plan recommended by the County Mayor includes the financing of the projects recommended. Financing for the capital budget will come from General Obligation Bonds and other sources. If a specific current revenue source is identified for a project, then that funding is included in the plan.

E. Budget appropriations for projects included in the first year of the approved Capital Improvement Plan, for which financing is planned for the upcoming fiscal year, are required to be approved by the County Commission. Budgetary approval for projects planned for the subsequent years, for which the financing is planned in those future years, is generally not obtained during the first year of the Capital Improvement Plan and is subject to revision in subsequent years' Capital Improvement Plans as the expected capital needs, and anticipated availability of the related financing, may change in response to future economic conditions and other circumstances.

Recommended Projects Summary

Recommended

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Countywide Projects	$ 8,000,000	$ 200,000	$ 300,000	$ 300,000	$ 300,000	$ 9,100,000
Public Libraries	-	100,000	100,000	100,000	100,000	400,000
Parks and Recreation	600,000	440,000	-	-	-	1,040,000
Building Improvements/Major Maintenance	1,829,833	1,650,000	1,650,000	1,650,000	1,650,000	8,429,833
Engineering and Public Works	15,890,000	25,890,000	18,700,000	12,700,000	9,950,000	83,130,000
Knox County Schools	24,400,000	81,100,000	19,300,000	19,600,000	72,000,000	216,400,000
Total Projects	**50,719,833**	**109,380,000**	**40,050,000**	**34,350,000**	**84,000,000**	**318,499,833**
Major Equipment	4,970,167	4,000,000	4,000,000	4,000,000	4,000,000	20,970,167
Total Recommended Capital Improvements	**$ 55,690,000**	**$ 113,380,000**	**$ 44,050,000**	**$38,350,000**	**$ 88,000,000**	**$ 339,470,000**



Sources and Uses of Funds

Uses of Funds

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Recommended	$ 55,690,000	$ 113,380,000	$ 44,050,000	$ 38,350,000	$ 88,000,000	$ 339,470,000
Total Recommended Uses of Funds	**$ 55,690,000**	**$ 113,380,000**	**$ 44,050,000**	**$ 38,350,000**	**$ 88,000,000**	**$ 339,470,000**

Sources of Funds

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
General Obligation Bonds-Issued for:						
County Projects	$ 31,140,000	$ 32,130,000	$ 24,600,000	$ 18,600,000	$ 15,850,000	$ 122,320,000
Schools Projects	20,000,000	81,100,000	19,300,000	19,600,000	66,500,000	206,500,000
Total Issued for New Projects	51,140,000	113,230,000	43,900,000	38,200,000	82,350,000	328,820,000
Funding to be Provided from Sources Other Than Debt Proceeds:						
County Projects	150,000	150,000	150,000	150,000	150,000	750,000
Schools Projects	4,400,000	-	-	-	5,500,000	9,900,000
Total Sources of Funds	**$ 55,690,000**	**$ 113,380,000**	**$ 44,050,000**	**$ 38,350,000**	**$ 88,000,000**	**$ 339,470,000**

Expected Effect on Bonded Debt

Planned Principal Payments on Bonds	$ 52,967,378	$ 57,772,790	$ 63,005,268	$ 65,779,156	$ 65,601,977	$ 305,126,569
Planned Bond Issuance	(51,140,000)	(113,230,000)	(43,900,000)	(38,200,000)	(82,350,000)	(328,820,000)
Net Reduction in (Addition to) Bond Principal Balance	**$ 1,827,378**	**$ (55,457,210)**	**$ 19,105,268**	**$ 27,579,156**	**$ (16,748,023)**	**$ (23,693,431)**

Countywide Projects

Description	Recommended FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Energy Management Project	$ 8,000,000	$ -	$ -	$ -	$ -	8,000,000
General Project Management	-	200,000	300,000	300,000	300,000	1,100,000
Total Countywide Projects	**$ 8,000,000**	**$ 200,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 9,100,000**

Public Libraries

Recommended

Description	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Various Library Projects	$ -	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 400,000
Total Public Libraries	**$ -**	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 400,000**

Library facilities upgrades include various long-lived upgrades, including technological improvements, to the Knox County Public Library System's 19 locations (Lawson McGhee main library, plus 18 branches and facilities located throughout Knox County).

Parks and Recreation

Recommended

Description	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Hardin Valley Community Building	$ 600,000	$ -	$ -	$ -	$ -	$ 600,000
Concord Fishing Pier	-	440,000	-	-	-	440,000
Total Parks and Recreation	**$ 600,000**	**$ 440,000**	**$ -**	**$ -**	**$ -**	**$ 1,040,000**

Building Improvements/Major Maintenance

Recommended

Description	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
City / County Building (CCB) (County Portion)	$ 1,426,833	$ 1,650,000	$ 1,650,000	$ 1,650,000	$ 1,650,000	$ 8,026,833
Dwight Kessel Parking Garage	33,000	-	-	-	-	33,000
Jail Improvements	50,000	-	-	-	-	50,000
Senior Centers	70,000	-	-	-	-	70,000
Juvenile Justice Center	100,000	-	-	-	-	100,000
Public Defender	150,000	-	-	-	-	150,000
Total Building Improvements/ Major Maintenance	**$ 1,829,833**	**$ 1,650,000**	**$ 1,650,000**	**$ 1,650,000**	**$ 1,650,000**	**$ 8,429,833**

Building Improvements and Major Maintenance includes additions and major renovations to County facilities, including the County's portion of the City-County Building shared with the City of Knoxville.

Items in this category are needed to expand or improve County facilities and to maintain existing facilities in good working order.

Engineering and Public Works

Recommended

Description	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Schaad Road	$ 4,000,000	$ 4,000,000	$ 2,000,000	$ -	$ -	$ 10,000,000
Beaver Ridge at Emory Road	-	500,000	-	-	-	500,000
Hardin Valley Road Improvements	2,000,000	5,000,000	4,000,000	-	-	11,000,000
Canton Hollow Road Improvements	-	2,000,000	2,000,000	3,000,000	-	7,000,000
Coward Mill Widening	2,000,000	-	-	-	-	2,000,000
Carter/Ridgeview & Tazewell Pike	1,000,000	2,000,000	3,000,000	-	-	6,000,000
Advance Knox Infrastructure Improvements	-	1,000,000	5,000,000	7,000,000	8,000,000	21,000,000
Geometric Improvements	300,000	300,000	300,000	300,000	-	1,200,000
Couch Mill Roundabout	500,000	2,000,000	-	-	-	2,500,000
Marietta Church Roundabout	500,000	-	-	-	-	500,000
Wayland Turn Lane	-	990,000	-	-	-	990,000
Pedestrian Improvements	100,000	100,000	100,000	100,000	100,000	500,000
Thompson School Road Sidewalk	400,000	-	-	-	-	400,000
Gibbs Pedestrian Bridge	1,300,000	-	-	-	-	1,300,000
Westland Drive Widening	-	1,000,000	-	-	-	1,000,000
Sam Lee Realignment	-	2,000,000	-	-	-	2,000,000
Ebenezer Road Turn Lanes and Bridge	500,000	1,000,000	-	-	-	1,500,000
Bakertown Widening and Realignment	400,000	1,500,000	-	-	-	1,900,000
Bridge Repair/Replacement	150,000	200,000	200,000	200,000	-	750,000
General Culvert Repairs	150,000	150,000	250,000	250,000	250,000	1,050,000
Neighborhood Drainage Improvements	150,000	150,000	150,000	150,000	150,000	750,000
Cedar Bluff Flood Mitigation	640,000	-	-	-	-	640,000
TDOT Partnerships	500,000	1,000,000	1,000,000	1,000,000	1,000,000	4,500,000
Interagency-Private Partnerships	250,000	250,000	250,000	250,000	250,000	1,250,000
Lovell/Gilbert Signalization	600,000	300,000	-	-	-	900,000
Traffic Signal Modernization	250,000	250,000	250,000	250,000	-	1,000,000
Total Highways	15,690,000	25,690,000	18,500,000	12,500,000	9,750,000	82,130,000
Stormwater	150,000	150,000	150,000	150,000	150,000	750,000
Facility Improvements						
Baxter Avenue Facility Improvements	50,000	50,000	50,000	50,000	50,000	250,000
Total Engineering and Public Works	**$ 15,890,000**	**$ 25,890,000**	**$ 18,700,000**	**$ 12,700,000**	**$ 9,950,000**	**$ 83,130,000**

Knox County Schools

Description	Recommended FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Physical Plant Upgrades (See note)	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 15,000,000
Roof Upgrades	8,500,000	3,000,000	3,000,000	3,000,000	3,000,000	20,500,000
HVAC Upgrades	6,000,000	6,000,000	6,000,000	6,000,000	6,000,000	30,000,000
Foundation Stabilization	300,000	300,000	300,000	300,000	300,000	1,500,000
Security Upgrades	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000
School Accessibility	300,000	300,000	300,000	300,000	300,000	1,500,000
Environmental Testing and Remediation	200,000	200,000	200,000	200,000	200,000	1,000,000
Technology Upgrades	300,000	300,000	300,000	300,000	300,000	1,500,000
Systemwide Drives, Parking and Paving	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
Fire Alarm System Upgrades/Carbon Monoxide Detectors	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
Bearden Middle School Space Upgrade	-	-	-	-	5,500,000	5,500,000
South Knox Solution	-	-	-	2,500,000	49,400,000	51,900,000
Mechanicsville/Lonsdale/Beaumont Solution (See note)	1,800,000	58,600,000	2,200,000	-	-	62,600,000
Gresham Middle Gymnasium	-	5,400,000	-	-	-	5,400,000
Total School Projects	**$ 24,400,000**	**$ 81,100,000**	**$ 19,300,000**	**$ 19,600,000**	**$ 72,000,000**	**$ 216,400,000**
Total School Projects	$ 24,400,000	$ 81,100,000	$ 19,300,000	$ 19,600,000	$ 72,000,000	$ 216,400,000
Less: Funding to be provided from sources other than debt proceeds	(4,400,000)	-	-	-	(5,500,000)	(9,900,000)
Total Planned Debt Issuance	$ 20,000,000	$ 81,100,000	$ 19,300,000	$ 19,600,000	$ 66,500,000	$ 206,500,000

Note: Physical plant upgrades consist of major maintenance and upgrades to various existing facilities, which help keep the facilities in good working order.

Note: The total amount budgeted for this project over the next five years is $62.6 million. We anticipate that the 2027 amount included in this plan will be reduced in next year's Capital Improvement Plan, and the remainder spread out over the following two fiscal years (2028 and 2029). This will not affect the completion of the project; however, it will more closely reflect the matching of the amounts to be issued for the bonds with the the expected timing of the funding requirements for the construction timeline of the project.

Major Equipment

Recommended

Description	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Engineering and Public Works	$ 328,050	$ -	$ -	$ -	$ -	$ 328,050
Information Technology Equipment	125,000	-	-	-	-	125,000
Sheriff's Office	4,070,722	-	-	-	-	4,070,722
Parks and Recreation	321,395	-	-	-	-	321,395
Three Ridges Golf Course	45,000	-	-	-	-	45,000
Public Library	80,000	-	-	-	-	80,000
Other Equipment-Various	-	4,000,000	4,000,000	4,000,000	4,000,000	16,000,000
Total Major Equipment	**$ 4,970,167**	**$ 4,000,000**	**$ 4,000,000**	**$ 4,000,000**	**$ 4,000,000**	**$ 20,970,167**

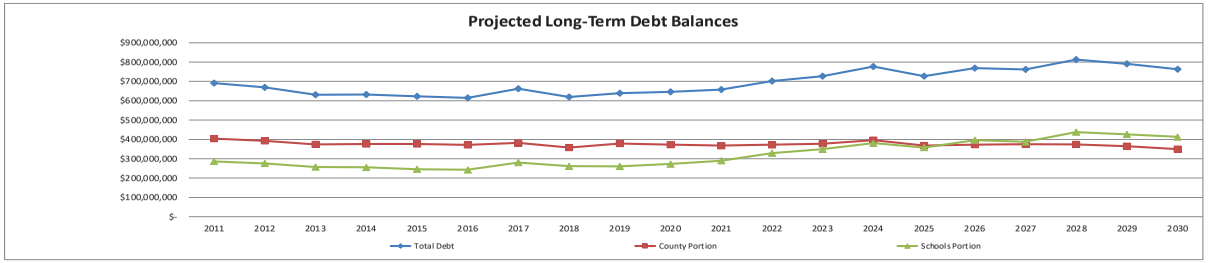
Major equipment includes the non-routine acquisition of long-lived capital equipment.

These items are planned to be acquired from debt proceeds, which will be repaid over a shorter period than debt that will be issued for longer-term capital expenditures for buildings and building improvements.

This process will match the useful lives of the capital assets with the repayment of the related debt.

Projected Changes in Bonded Debt Balances

Year Ending June 30,	Knox County General Obligation Debt: Total Planned Bond Proceeds	Expected Bond Principal Payments	Increase (Decrease) in Outstanding Debt	Outstanding Debt, End of Year	Knox County Schools Portion-General Obligation Debt: Total Planned Bond Proceeds	Expected Bond Principal Payments	Increase (Decrease) in Outstanding Debt	Outstanding Debt, End of Year	Total Knox County Debt: Total Planned Bond Proceeds	Expected Bond Principal Payments	Increase (Decrease) in Outstanding Debt	Outstanding Debt, End of Year
2011 (Audited)				$ 404,761,105				$ 286,425,363				$ 691,186,468
2012 (Audited)	$ 17,090,000	$ 28,916,145	$ (11,826,145)	$ 392,934,960	$ 18,815,000	$ 29,159,557	$ (10,344,557)	$ 276,080,806	$ 35,905,000	$ 58,075,702	$ (22,170,702)	$ 669,015,766
2013 (Audited)	-	18,470,460	(18,470,460)	374,464,500	-	18,928,821	(18,928,821)	257,151,985	-	37,399,281	(37,399,281)	631,616,485
2014 (Audited)	20,962,906	18,540,042	2,422,864	376,887,364	18,112,094	19,754,239	(1,642,145)	255,509,840	39,075,000	38,294,281	780,719	632,397,204
2015 (Audited)	74,476,292	74,547,695	(71,403)	376,815,961	28,423,708	37,936,586	(9,512,878)	245,996,962	102,900,000	112,484,281	(9,584,281)	622,812,923
2016 (Audited)	16,515,000	21,359,396	(4,844,396)	371,971,565	19,385,000	22,364,885	(2,979,885)	243,017,077	35,900,000	43,724,281	(7,824,281)	614,988,642
2017 (Audited)	31,680,000	21,782,280	9,897,720	381,869,285	58,585,000	20,992,001	37,592,999	280,610,076	90,265,000	42,774,281	47,490,719	662,479,361
2018 (Audited)	42,420,000	66,046,162	(23,626,162)	358,243,123	15,360,000	34,648,119	(19,288,119)	261,321,957	57,780,000	100,694,281	(42,914,281)	619,565,080
2019 (Audited)	49,847,185	29,269,850	20,577,335	378,820,458	28,927,815	29,599,431	(671,616)	260,650,341	78,775,000	58,869,281	19,905,719	639,470,799
2020 (Audited)	40,957,143	46,622,024	(5,664,881)	373,155,577	51,782,857	39,367,257	12,415,600	273,065,941	92,740,000	85,989,281	6,750,719	646,221,518
2021 (Audited)	63,514,686	68,726,942	(5,212,256)	367,943,321	47,745,314	30,617,339	17,127,975	290,193,916	111,260,000	99,344,281	11,915,719	658,137,237
2022 (Audited)	28,715,000	24,166,302	4,548,698	372,492,019	58,325,000	19,137,978	39,187,022	329,380,938	87,040,000	43,304,280	43,735,720	701,872,957
2023 (Audited)	29,843,000	24,480,115	5,362,885	377,854,904	40,122,000	20,004,166	20,117,834	349,498,772	69,965,000	44,484,281	25,480,719	727,353,676
2024 (Audited)	43,900,000	25,631,933	18,268,067	396,122,971	51,350,000	20,302,348	31,047,652	380,546,424	95,250,000	45,934,281	49,315,719	776,669,395
2025 (Projected)	-	27,389,904	(27,389,904)	368,733,067	-	22,229,383	(22,229,383)	358,317,041	-	49,619,287	(49,619,287)	727,050,108
2026	33,120,000	28,905,471	4,214,529	372,947,596	61,800,000	24,061,907	37,738,093	396,055,134	94,920,000	52,967,378	41,952,622	769,002,730
2027	31,140,000	29,386,527	1,753,473	374,701,069	20,000,000	28,386,263	(8,386,263)	387,668,871	51,140,000	57,772,790	(6,632,790)	762,369,940
2028	32,130,000	32,507,619	(377,619)	374,323,450	81,100,000	30,497,649	50,602,351	438,271,222	113,230,000	63,005,268	50,224,732	812,594,672
2029	24,600,000	34,154,715	(9,554,715)	364,768,735	19,300,000	31,624,441	(12,324,441)	425,946,781	43,900,000	65,779,156	(21,879,156)	790,715,516
2030	18,600,000	33,191,144	(14,591,144)	350,177,591	19,600,000	32,410,833	(12,810,833)	413,135,948	38,200,000	65,601,977	(27,401,977)	763,313,539
Total	**$ 599,511,212**	**$ 654,094,726**	**$ (54,583,514)**	**$ 350,177,591**	**$ 638,733,788**	**$ 512,023,203**	**$ 126,710,585**	**$ 413,135,948**	**$ 1,238,245,000**	**$ 1,166,117,929**	**$ 72,127,071**	**$ 763,313,539**



Projected Debt Service Expenditure Projections - Bonded Debt

Year Ending June 30,	Knox County General Obligation Bonded Debt Annual Projected Debt Service Requirements Applicable to Bonded Debt:			Knox County Schools General Obligation Bonded Debt Annual Projected Debt Service Requirements Applicable to Bonded Debt:			Total General Obligation Bonded Debt Annual Projected Debt Service Requirements Applicable to Bonded Debt:		
	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
Actual:									
2024	25,631,933	12,976,780	38,608,713	20,302,348	12,041,938	32,344,286	45,934,281	25,018,718	70,952,999
Budgeted:									
2025	27,389,904	15,547,618	42,937,522	22,229,383	15,785,397	38,014,780	49,619,287	31,333,015	80,952,302
Projected:									
2026	28,905,471	15,232,178	44,137,649	24,061,907	16,211,592	40,273,499	52,967,378	31,443,770	84,411,148
2027	29,386,527	15,516,616	44,903,143	28,386,263	17,025,059	45,411,322	57,772,790	32,541,675	90,314,465
2028	32,507,619	15,669,902	48,177,521	30,497,649	16,893,278	47,390,927	63,005,268	32,563,180	95,568,448
2029	34,154,715	15,497,986	49,652,701	31,624,441	17,689,537	49,313,978	65,779,156	33,187,523	98,966,679
2030	33,191,144	14,939,051	48,130,195	32,410,833	17,189,374	49,600,207	65,601,977	32,128,425	97,730,402
Total	**$ 211,167,313**	**$ 105,380,131**	**$ 316,547,444**	**$ 189,512,824**	**$ 112,836,175**	**$ 302,348,999**	**$ 400,680,137**	**$ 218,216,306**	**$ 618,896,443**

Note: The amounts shown in this schedule may differ from the amounts shown on the preceding schedule of Debt Principal Projections Fund and the total Debt Service Fund budget.

The amounts included in this schedule pertain only to bonded debt, and therefore these amounts exclude the effects of budgeted and actual payments made from the Debt Service Fund for other debt obligations (loans and capital leases). In addition, actual totals reported in the audited ACFR may, when applicable, include the effects of bonds repaid from proceeds of a debt refunding transaction, rather than from the regular debt service budget.

Furthermore, the amounts shown in the debt service budget may include estimates of debt service for bonds planned to be issued prior to the end of the fiscal year, whereas the projected amounts shown in the Debt Principal Projections schedule have been updated to reflect the actual debt service, where applicable.

In order to keep a consistent comparison between years, the effects of these transactions are also excluded from amounts shown above.

KNOX COUNTY
TENNESSEE



RLA-17309 **R-25-5-802**

COMMISSION

Meeting Date: 05/19/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, establishing the Knox County Tax Rates for the fiscal year beginning July 1, 2025 and ending June 30, 2026.
(County Mayor and Finance)

Attachments

Resolution

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, ESTABLISHING THE KNOX COUNTY TAX RATES FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026.

RESOLUTION: R-25-5-802

REQUESTED BY: COUNTY MAYOR AND FINANCE

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, pursuant to Article II, Section 2.01 of the Charter of Knox County, Tennessee, the Commission of Knox County, as the Legislative Body of Knox County, Tennessee, is vested with the authority and responsibility to adopt and amend the county budget, to fix county tax rates, and to appropriate county funds for any and all lawful purposes; and

WHEREAS, pursuant to Knox County Code § 2-548, the Commission must adopt a consolidated budget, tax rates, and appropriations resolution on or before midnight on June 30 for the subsequent fiscal year beginning on the 1st day of July; and

WHEREAS, pursuant to Article III, Section 3.07 of the Charter of Knox County, Tennessee, the Mayor of Knox County has submitted to the Commission a consolidated budget, which includes the county tax rates.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Tax Rates for the fiscal year beginning July 1, 2025 and ending June 30, 2026 are hereby established and levied as follows:

Property Taxes:	
General Fund	**$0.6724**
Schools General Purpose	**0.4864**
General Debt Service	**0.3952**
Total	**$1.5540**

Other Taxes:	
Hotel-Motel Tax	**5%**
Amusement Tax (outside the corporate limits of the City of Knoxville)	**5%**

BE IT FURTHER RESOLVED, that all businesses, occupations, and other matters which are declared taxable privileges by the State of Tennessee, as provided by existing effective statutes and laws, are hereby declared taxable privileges for county purpose in Knox County, Tennessee, and at the same rate and amount shown and provided in the state statutes and laws, to which reference is hereby made, and this Resolution shall also apply to any future effective statutes and laws.

BE IT FURTHER RESOLVED, if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution be spread on the minutes of the Commission of Knox County, Tennessee.

BE IT FURTHER RESOLVED, that this Resolution shall take effect as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

RLA-17310 **R-25-5-803**

COMMISSION

Meeting Date: 05/19/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, adopting the five-year Capital Improvement Plan for fiscal years 2026-2030 and appropriating funds for the first year of the plan.
(County Mayor and Finance)

Attachments

Resolution

Exhibit A - CIP

Exhibit B - First Year Appropriations

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, ADOPTING THE FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2026-2030 AND APPROPRIATING FUNDS FOR THE FIRST YEAR OF THE PLAN.

RESOLUTION: R-25-5-803

REQUESTED BY: COUNTY MAYOR AND FINANCE

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, pursuant to Article II, Section 2.01 of the Charter of Knox County, Tennessee, the Commission of Knox County, as the Legislative Body of Knox County, Tennessee, is vested with the authority and responsibility to adopt and amend the county budget, to fix county tax rates, and to appropriate county funds for any and all lawful purposes; and

WHEREAS, the Knox County Mayor has submitted to the Knox County Commission his proposed five-year Capital Improvement Plan for fiscal years 2026-2030, along with a consolidated budget of the County for FY 2025-2026; and

WHEREAS, the Capital Improvement Plan for fiscal years 2026-2030 outlines the capital priorities and projects planned by Knox County for the next five (5) years.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The five-year Capital Improvement Plan for fiscal years 2026-2030 is hereby adopted and approved, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

BE IT FURTHER RESOLVED, that funds for the first year of the Capital Improvement Plan are hereby appropriated as shown on Exhibit B.

BE IT FURTHER RESOLVED, that in accordance with the Capital Improvement Plan, the funding mechanisms for the Capital Improvement Plan shall be initiated, and the County Mayor and his staff are hereby authorized to proceed with the normal debt issuance procedures and reserve/transfer General Fund Savings to the Public Improvement Fund.

BE IT FURTHER RESOLVED, that the Knox County Board of Education's projects are calculated dependent upon the schools continued full contribution for the 2025-2026 fiscal year for their share of the County's Debt Service payments.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Message from the Knox County Mayor Glenn Jacobs

Enclosed you will find the Mayor's proposed Capital Plan for FY 2026 - FY 2030. Proposed funding for new projects has been included for projects deemed to be needed for the citizens of Knox County, primarily in the areas of education and County highway projects.

If you approve this capital plan, the County's debt levels will include an increase of $36.3 million over the five years of this plan. That is, our proposed general obligation bond issuance for new projects will exceed the County's payment of debt principal in total over the five-year period by $36.3 million. This will provide funds for several needed new projects and continued funding for numerous necessary projects currently underway.

Please note the following as you review this proposal:

- This plan assumes no new taxes for debt service.

- The total proposed over the upcoming 5 years totals $339.5 million. The plan provides funding for projects that need to proceed, while limiting the amount of new borrowing in accordance with our commitment to Knox County taxpayers to maintain the County's debt levels at levels no higher than necessary to accomplish needed projects. Note that 73% of the funding for projects included in this plan is for education and for engineering and public works, functions necessary for the benefit and safety of Knox County citizens.

- This Plan provides for funding for projects to address population growth in Western Heights and South Knoxville. The plan also includes funding for major renovations to two existing middle schools. These projects have been deemed necessary to ensure that the facilities needed for education of our Knox County student population are adequate for their needs. In addition, funding for systemwide upgrades for security, HVAC systems, and roofs is included. The proposed plan includes new funding for school projects totaling $216.4 million, spread out over the five-year period included in this plan. Knox County Schools plan to obtain $9.9 million of the project funding from sources other than debt proceeds.

- The plan includes $83.1 million for engineering and public works projects, primarily for road and highway construction and improvements and upgrades to existing roads. This funding will provide funds for needed safety improvements as well as for new and upgraded roads that will be needed for economic growth.

I welcome discussion of this proposed plan and look forward to your comments. Approving this plan will allow the County to make numerous needed improvements, while at the same time exercising the restraint required to avoid undue burden on the taxpayers of Knox County.

2026-2030 Capital Improvement Plan

Capital Improvement Plan Policy

Knox County has established a set of policies that cover the process of preparing the Capital Improvement Plan. Below are the major factors involved in the process:

A. Construction projects and capital purchases that generally cost in the aggregate more than $100,000 and/or have a useful life of greater than seven years will be included in the Capital Improvement Plan. Furniture, fixtures and equipment purchased for major additions or renovations will be included in the plan; all other regular maintenance and capital purchases less than $100,000 will be included in the operating budget.

B. The purpose of the Capital Improvement Plan is to plan, schedule, and anticipate financing for capital projects for the next five years.

C. Department Heads and Elected Officials will prepare the project proposals and present the requests to the Finance Department. The Public Building Authority will assist with the calculation of project costs and schedules. The project proposals from the Knox County School System will be forwarded to the Finance Department once the Knox County School Board adopts its request. Operating costs associated with the project must be provided by the department or elected official and are not included in the Capital Improvement Plan.

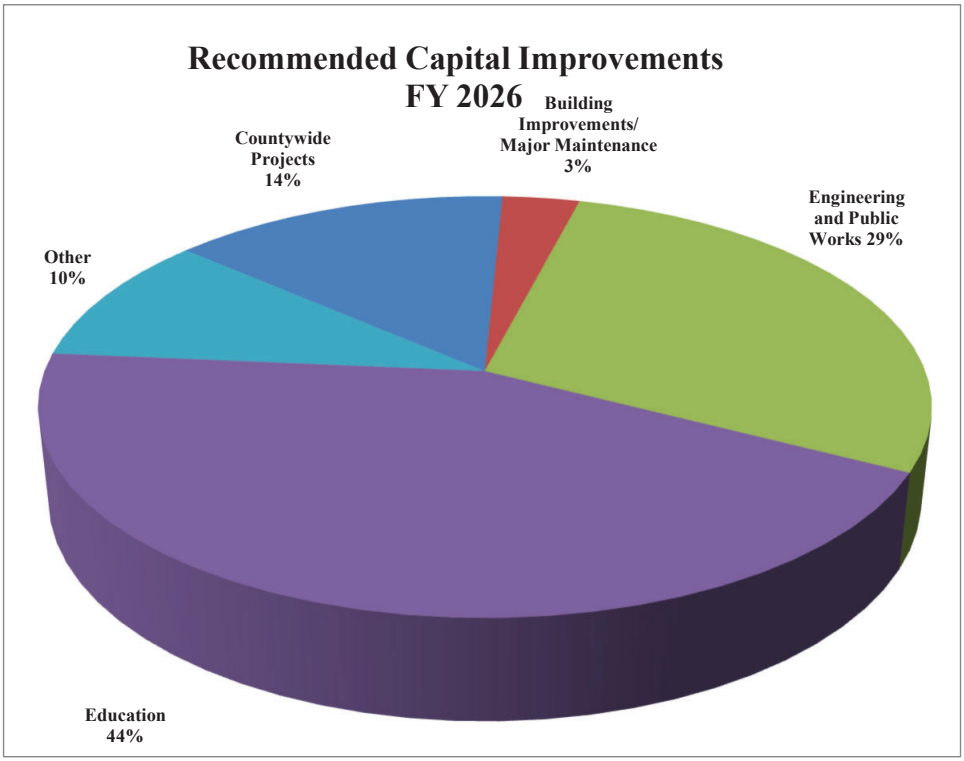
D. The Knox County Finance Department and County Mayor will review the project requests and make recommendations to the County Commission. The final plan recommended by the County Mayor includes the financing of the projects recommended. Financing for the capital budget will come from General Obligation Bonds and other sources. If a specific current revenue source is identified for a project, then that funding is included in the plan.

E. Budget appropriations for projects included in the first year of the approved Capital Improvement Plan, for which financing is planned for the upcoming fiscal year, are required to be approved by the County Commission. Budgetary approval for projects planned for the subsequent years, for which the financing is planned in those future years, is generally not obtained during the first year of the Capital Improvement Plan and is subject to revision in subsequent years' Capital Improvement Plans as the expected capital needs, and anticipated availability of the related financing, may change in response to future economic conditions and other circumstances.

Recommended Projects Summary

Recommended

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Countywide Projects	$ 8,000,000	$ 200,000	$ 300,000	$ 300,000	$ 300,000	$ 9,100,000
Public Libraries	-	100,000	100,000	100,000	100,000	400,000
Parks and Recreation	600,000	440,000	-	-	-	1,040,000
Building Improvements/Major Maintenance	1,829,833	1,650,000	1,650,000	1,650,000	1,650,000	8,429,833
Engineering and Public Works	15,890,000	25,890,000	18,700,000	12,700,000	9,950,000	83,130,000
Knox County Schools	24,400,000	81,100,000	19,300,000	19,600,000	72,000,000	216,400,000
Total Projects	**50,719,833**	**109,380,000**	**40,050,000**	**34,350,000**	**84,000,000**	**318,499,833**
Major Equipment	4,970,167	4,000,000	4,000,000	4,000,000	4,000,000	20,970,167
Total Recommended Capital Improvements	**$ 55,690,000**	**$ 113,380,000**	**$ 44,050,000**	**$38,350,000**	**$ 88,000,000**	**$ 339,470,000**



Sources and Uses of Funds

Uses of Funds

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Recommended	$ 55,690,000	$ 113,380,000	$ 44,050,000	$ 38,350,000	$ 88,000,000	$ 339,470,000
Total Recommended Uses of Funds	**$ 55,690,000**	**$ 113,380,000**	**$ 44,050,000**	**$ 38,350,000**	**$ 88,000,000**	**$ 339,470,000**

Sources of Funds

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
General Obligation Bonds-Issued for:						
County Projects	$ 31,140,000	$ 32,130,000	$ 24,600,000	$ 18,600,000	$ 15,850,000	$ 122,320,000
Schools Projects	20,000,000	81,100,000	19,300,000	19,600,000	66,500,000	206,500,000
Total Issued for New Projects	51,140,000	113,230,000	43,900,000	38,200,000	82,350,000	328,820,000
Funding to be Provided from Sources Other Than Debt Proceeds:						
County Projects	150,000	150,000	150,000	150,000	150,000	750,000
Schools Projects	4,400,000	-	-	-	5,500,000	9,900,000
Total Sources of Funds	**$ 55,690,000**	**$ 113,380,000**	**$ 44,050,000**	**$ 38,350,000**	**$ 88,000,000**	**$ 339,470,000**

Expected Effect on Bonded Debt

Planned Principal Payments on Bonds	$ 52,967,378	$ 57,772,790	$ 63,005,268	$ 65,779,156	$ 65,601,977	$ 305,126,569
Planned Bond Issuance	(51,140,000)	(113,230,000)	(43,900,000)	(38,200,000)	(82,350,000)	(328,820,000)
Net Reduction in (Addition to) Bond Principal Balance	**$ 1,827,378**	**$ (55,457,210)**	**$ 19,105,268**	**$ 27,579,156**	**$ (16,748,023)**	**$ (23,693,431)**

Countywide Projects

Description	Recommended FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Energy Management Project	$ 8,000,000	$ -	$ -	$ -	$ -	8,000,000
General Project Management	-	200,000	300,000	300,000	300,000	1,100,000
Total Countywide Projects	**$ 8,000,000**	**$ 200,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 9,100,000**

Public Libraries

Recommended

Description	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Various Library Projects	$ -	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 400,000
Total Public Libraries	**$ -**	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 400,000**

Library facilities upgrades include various long-lived upgrades, including technological improvements, to the Knox County Public Library System's 19 locations (Lawson McGhee main library, plus 18 branches and facilities located throughout Knox County).

Parks and Recreation

Recommended

Description	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Hardin Valley Community Building	$ 600,000	$ -	$ -	$ -	$ -	$ 600,000
Concord Fishing Pier	-	440,000	-	-	-	440,000
Total Parks and Recreation	**$ 600,000**	**$ 440,000**	**$ -**	**$ -**	**$ -**	**$ 1,040,000**

Building Improvements/Major Maintenance

Recommended

Description	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
City / County Building (CCB) (County Portion)	$ 1,426,833	$ 1,650,000	$ 1,650,000	$ 1,650,000	$ 1,650,000	$ 8,026,833
Dwight Kessel Parking Garage	33,000	-	-	-	-	33,000
Jail Improvements	50,000	-	-	-	-	50,000
Senior Centers	70,000	-	-	-	-	70,000
Juvenile Justice Center	100,000	-	-	-	-	100,000
Public Defender	150,000	-	-	-	-	150,000
Total Building Improvements/ Major Maintenance	**$ 1,829,833**	**$ 1,650,000**	**$ 1,650,000**	**$ 1,650,000**	**$ 1,650,000**	**$ 8,429,833**

Building Improvements and Major Maintenance includes additions and major renovations to County facilities, including the County's portion of the City-County Building shared with the City of Knoxville.

Items in this category are needed to expand or improve County facilities and to maintain existing facilities in good working order.

Engineering and Public Works

Recommended

Description	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Schaad Road	$ 4,000,000	$ 4,000,000	$ 2,000,000	$ -	$ -	$ 10,000,000
Beaver Ridge at Emory Road	-	500,000	-	-	-	500,000
Hardin Valley Road Improvements	2,000,000	5,000,000	4,000,000	-	-	11,000,000
Canton Hollow Road Improvements	-	2,000,000	2,000,000	3,000,000	-	7,000,000
Coward Mill Widening	2,000,000	-	-	-	-	2,000,000
Carter/Ridgeview & Tazewell Pike	1,000,000	2,000,000	3,000,000	-	-	6,000,000
Advance Knox Infrastructure Improvements	-	1,000,000	5,000,000	7,000,000	8,000,000	21,000,000
Geometric Improvements	300,000	300,000	300,000	300,000	-	1,200,000
Couch Mill Roundabout	500,000	2,000,000	-	-	-	2,500,000
Marietta Church Roundabout	500,000	-	-	-	-	500,000
Wayland Turn Lane	-	990,000	-	-	-	990,000
Pedestrian Improvements	100,000	100,000	100,000	100,000	100,000	500,000
Thompson School Road Sidewalk	400,000	-	-	-	-	400,000
Gibbs Pedestrian Bridge	1,300,000	-	-	-	-	1,300,000
Westland Drive Widening	-	1,000,000	-	-	-	1,000,000
Sam Lee Realignment	-	2,000,000	-	-	-	2,000,000
Ebenezer Road Turn Lanes and Bridge	500,000	1,000,000	-	-	-	1,500,000
Bakertown Widening and Realignment	400,000	1,500,000	-	-	-	1,900,000
Bridge Repair/Replacement	150,000	200,000	200,000	200,000	-	750,000
General Culvert Repairs	150,000	150,000	250,000	250,000	250,000	1,050,000
Neighborhood Drainage Improvements	150,000	150,000	150,000	150,000	150,000	750,000
Cedar Bluff Flood Mitigation	640,000	-	-	-	-	640,000
TDOT Partnerships	500,000	1,000,000	1,000,000	1,000,000	1,000,000	4,500,000
Interagency-Private Partnerships	250,000	250,000	250,000	250,000	250,000	1,250,000
Lovell/Gilbert Signalization	600,000	300,000	-	-	-	900,000
Traffic Signal Modernization	250,000	250,000	250,000	250,000	-	1,000,000
Total Highways	15,690,000	25,690,000	18,500,000	12,500,000	9,750,000	82,130,000
Stormwater	150,000	150,000	150,000	150,000	150,000	750,000
Facility Improvements						
Baxter Avenue Facility Improvements	50,000	50,000	50,000	50,000	50,000	250,000
Total Engineering and Public Works	**$ 15,890,000**	**$ 25,890,000**	**$ 18,700,000**	**$ 12,700,000**	**$ 9,950,000**	**$ 83,130,000**

Knox County Schools

Description	Recommended FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Physical Plant Upgrades (See note)	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 15,000,000
Roof Upgrades	8,500,000	3,000,000	3,000,000	3,000,000	3,000,000	20,500,000
HVAC Upgrades	6,000,000	6,000,000	6,000,000	6,000,000	6,000,000	30,000,000
Foundation Stabilization	300,000	300,000	300,000	300,000	300,000	1,500,000
Security Upgrades	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000
School Accessibility	300,000	300,000	300,000	300,000	300,000	1,500,000
Environmental Testing and Remediation	200,000	200,000	200,000	200,000	200,000	1,000,000
Technology Upgrades	300,000	300,000	300,000	300,000	300,000	1,500,000
Systemwide Drives, Parking and Paving	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
Fire Alarm System Upgrades/Carbon Monoxide Detectors	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
Bearden Middle School Space Upgrade	-	-	-	-	5,500,000	5,500,000
South Knox Solution	-	-	-	2,500,000	49,400,000	51,900,000
Mechanicsville/Lonsdale/Beaumont Solution (See note)	1,800,000	58,600,000	2,200,000	-	-	62,600,000
Gresham Middle Gymnasium	-	5,400,000	-	-	-	5,400,000
Total School Projects	**$ 24,400,000**	**$ 81,100,000**	**$ 19,300,000**	**$ 19,600,000**	**$ 72,000,000**	**$ 216,400,000**
Total School Projects	$ 24,400,000	$ 81,100,000	$ 19,300,000	$ 19,600,000	$ 72,000,000	$ 216,400,000
Less: Funding to be provided from sources other than debt proceeds	(4,400,000)	-	-	-	(5,500,000)	(9,900,000)
Total Planned Debt Issuance	$ 20,000,000	$ 81,100,000	$ 19,300,000	$ 19,600,000	$ 66,500,000	$ 206,500,000

Note: Physical plant upgrades consist of major maintenance and upgrades to various existing facilities, which help keep the facilities in good working order.

Note: The total amount budgeted for this project over the next five years is $62.6 million. We anticipate that the 2027 amount included in this plan will be reduced in next year's Capital Improvement Plan, and the remainder spread out over the following two fiscal years (2028 and 2029). This will not affect the completion of the project; however, it will more closely reflect the matching of the amounts to be issued for the bonds with the the expected timing of the funding requirements for the construction timeline of the project.

Major Equipment

Recommended

Description	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Engineering and Public Works	$ 328,050	$ -	$ -	$ -	$ -	$ 328,050
Information Technology Equipment	125,000	-	-	-	-	125,000
Sheriff's Office	4,070,722	-	-	-	-	4,070,722
Parks and Recreation	321,395	-	-	-	-	321,395
Three Ridges Golf Course	45,000	-	-	-	-	45,000
Public Library	80,000	-	-	-	-	80,000
Other Equipment-Various	-	4,000,000	4,000,000	4,000,000	4,000,000	16,000,000
Total Major Equipment	**$ 4,970,167**	**$ 4,000,000**	**$ 4,000,000**	**$ 4,000,000**	**$ 4,000,000**	**$ 20,970,167**

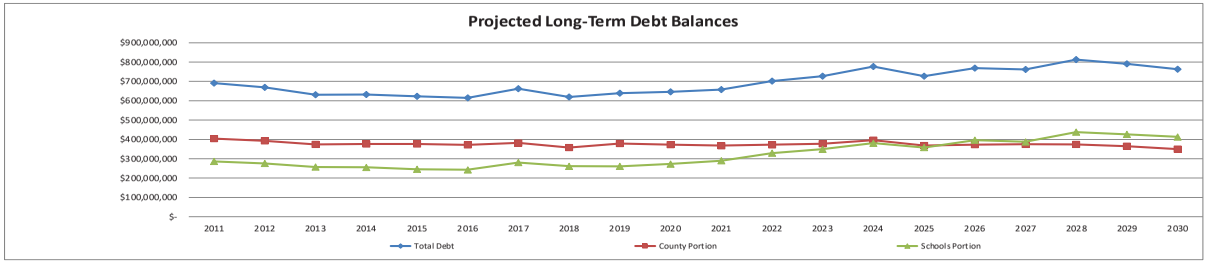
Major equipment includes the non-routine acquisition of long-lived capital equipment.

These items are planned to be acquired from debt proceeds, which will be repaid over a shorter period than debt that will be issued for longer-term capital expenditures for buildings and building improvements.

This process will match the useful lives of the capital assets with the repayment of the related debt.

Projected Changes in Bonded Debt Balances

Year Ending June 30,	Knox County General Obligation Debt: Total Planned Bond Proceeds	Expected Bond Principal Payments	Increase (Decrease) in Outstanding Debt	Outstanding Debt, End of Year	Knox County Schools Portion-General Obligation Debt: Total Planned Bond Proceeds	Expected Bond Principal Payments	Increase (Decrease) in Outstanding Debt	Outstanding Debt, End of Year	Total Knox County Debt: Total Planned Bond Proceeds	Expected Bond Principal Payments	Increase (Decrease) in Outstanding Debt	Outstanding Debt, End of Year
2011 (Audited)				$ 404,761,105				$ 286,425,363				$ 691,186,468
2012 (Audited)	$ 17,090,000	$ 28,916,145	$ (11,826,145)	$ 392,934,960	$ 18,815,000	$ 29,159,557	$ (10,344,557)	$ 276,080,806	$ 35,905,000	$ 58,075,702	$ (22,170,702)	$ 669,015,766
2013 (Audited)	-	18,470,460	(18,470,460)	374,464,500	-	18,928,821	(18,928,821)	257,151,985	-	37,399,281	(37,399,281)	631,616,485
2014 (Audited)	20,962,906	18,540,042	2,422,864	376,887,364	18,112,094	19,754,239	(1,642,145)	255,509,840	39,075,000	38,294,281	780,719	632,397,204
2015 (Audited)	74,476,292	74,547,695	(71,403)	376,815,961	28,423,708	37,936,586	(9,512,878)	245,996,962	102,900,000	112,484,281	(9,584,281)	622,812,923
2016 (Audited)	16,515,000	21,359,396	(4,844,396)	371,971,565	19,385,000	22,364,885	(2,979,885)	243,017,077	35,900,000	43,724,281	(7,824,281)	614,988,642
2017 (Audited)	31,680,000	21,782,280	9,897,720	381,869,285	58,585,000	20,992,001	37,592,999	280,610,076	90,265,000	42,774,281	47,490,719	662,479,361
2018 (Audited)	42,420,000	66,046,162	(23,626,162)	358,243,123	15,360,000	34,648,119	(19,288,119)	261,321,957	57,780,000	100,694,281	(42,914,281)	619,565,080
2019 (Audited)	49,847,185	29,269,850	20,577,335	378,820,458	28,927,815	29,599,431	(671,616)	260,650,341	78,775,000	58,869,281	19,905,719	639,470,799
2020 (Audited)	40,957,143	46,622,024	(5,664,881)	373,155,577	51,782,857	39,367,257	12,415,600	273,065,941	92,740,000	85,989,281	6,750,719	646,221,518
2021 (Audited)	63,514,686	68,726,942	(5,212,256)	367,943,321	47,745,314	30,617,339	17,127,975	290,193,916	111,260,000	99,344,281	11,915,719	658,137,237
2022 (Audited)	28,715,000	24,166,302	4,548,698	372,492,019	58,325,000	19,137,978	39,187,022	329,380,938	87,040,000	43,304,280	43,735,720	701,872,957
2023 (Audited)	29,843,000	24,480,115	5,362,885	377,854,904	40,122,000	20,004,166	20,117,834	349,498,772	69,965,000	44,484,281	25,480,719	727,353,676
2024 (Audited)	43,900,000	25,631,933	18,268,067	396,122,971	51,350,000	20,302,348	31,047,652	380,546,424	95,250,000	45,934,281	49,315,719	776,669,395
2025 (Projected)	-	27,389,904	(27,389,904)	368,733,067	-	22,229,383	(22,229,383)	358,317,041	-	49,619,287	(49,619,287)	727,050,108
2026	33,120,000	28,905,471	4,214,529	372,947,596	61,800,000	24,061,907	37,738,093	396,055,134	94,920,000	52,967,378	41,952,622	769,002,730
2027	31,140,000	29,386,527	1,753,473	374,701,069	20,000,000	28,386,263	(8,386,263)	387,668,871	51,140,000	57,772,790	(6,632,790)	762,369,940
2028	32,130,000	32,507,619	(377,619)	374,323,450	81,100,000	30,497,649	50,602,351	438,271,222	113,230,000	63,005,268	50,224,732	812,594,672
2029	24,600,000	34,154,715	(9,554,715)	364,768,735	19,300,000	31,624,441	(12,324,441)	425,946,781	43,900,000	65,779,156	(21,879,156)	790,715,516
2030	18,600,000	33,191,144	(14,591,144)	350,177,591	19,600,000	32,410,833	(12,810,833)	413,135,948	38,200,000	65,601,977	(27,401,977)	763,313,539
Total	**$ 599,511,212**	**$ 654,094,726**	**$ (54,583,514)**	**$ 350,177,591**	**$ 638,733,788**	**$ 512,023,203**	**$ 126,710,585**	**$ 413,135,948**	**$ 1,238,245,000**	**$ 1,166,117,929**	**$ 72,127,071**	**$ 763,313,539**



Projected Debt Service Expenditure Projections - Bonded Debt

Year Ending June 30,	Knox County General Obligation Bonded Debt Annual Projected Debt Service Requirements Applicable to Bonded Debt:			Knox County Schools General Obligation Bonded Debt Annual Projected Debt Service Requirements Applicable to Bonded Debt:			Total General Obligation Bonded Debt Annual Projected Debt Service Requirements Applicable to Bonded Debt:		
	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
Actual:									
2024	25,631,933	12,976,780	38,608,713	20,302,348	12,041,938	32,344,286	45,934,281	25,018,718	70,952,999
Budgeted:									
2025	27,389,904	15,547,618	42,937,522	22,229,383	15,785,397	38,014,780	49,619,287	31,333,015	80,952,302
Projected:									
2026	28,905,471	15,232,178	44,137,649	24,061,907	16,211,592	40,273,499	52,967,378	31,443,770	84,411,148
2027	29,386,527	15,516,616	44,903,143	28,386,263	17,025,059	45,411,322	57,772,790	32,541,675	90,314,465
2028	32,507,619	15,669,902	48,177,521	30,497,649	16,893,278	47,390,927	63,005,268	32,563,180	95,568,448
2029	34,154,715	15,497,986	49,652,701	31,624,441	17,689,537	49,313,978	65,779,156	33,187,523	98,966,679
2030	33,191,144	14,939,051	48,130,195	32,410,833	17,189,374	49,600,207	65,601,977	32,128,425	97,730,402
Total	**$ 211,167,313**	**$ 105,380,131**	**$ 316,547,444**	**$ 189,512,824**	**$ 112,836,175**	**$ 302,348,999**	**$ 400,680,137**	**$ 218,216,306**	**$ 618,896,443**

Note: The amounts shown in this schedule may differ from the amounts shown on the preceding schedule of Debt Principal Projections Fund and the total Debt Service Fund budget.

The amounts included in this schedule pertain only to bonded debt, and therefore these amounts exclude the effects of budgeted and actual payments made from the Debt Service Fund for other debt obligations (loans and capital leases). In addition, actual totals reported in the audited ACFR may, when applicable, include the effects of bonds repaid from proceeds of a debt refunding transaction, rather than from the regular debt service budget.

Furthermore, the amounts shown in the debt service budget may include estimates of debt service for bonds planned to be issued prior to the end of the fiscal year, whereas the projected amounts shown in the Debt Principal Projections schedule have been updated to reflect the actual debt service, where applicable.

In order to keep a consistent comparison between years, the effects of these transactions are also excluded from amounts shown above.

KNOX COUNTY
TENNESSEE



Knox County Capital Improvement Plan
Funds to be Appropriated for First Year of Plan
FY 2026 Appropriations

Description	Organization Code	Account	Amount
Energy Management Project	1710643	570600	$ 8,000,000
Hardin Valley Community Building	1710273	570600	600,000
City / County Building (CCB) (County Portion)	1710605	570600	1,426,833
Dwight Kessel Parking Garage	1710600	570600	33,000
Senior Centers	1710514	570600	70,000
Jail Improvements	1711165	570600	50,000
Juvenile Justice Center	1711260	570600	100,000
Public Defender	1711622	570600	150,000
Schaad Road	1711365	579100	4,000,000
Hardin Valley Road Improvements	1711064	579100	2,000,000
Coward Mill Widening	1711580	579100	2,000,000
Carter/Ridgeview & Tazewell Pike	1711067	579100	1,000,000
Geometric Improvements	1710985	579100	300,000
Couch Mill Roundabout	1710921	579100	500,000
Marietta Church Roundabout	1710921	579100	500,000
Pedestrian Improvements	1711185	579100	100,000
Thompson School Road Sidewalk	NEW	NEW	400,000
Gibbs Pedestrian Bridge	1710910	579100	1,300,000
Ebenezer Road Turn Lanes and Bridge	1710917	579100	500,000
Bakertown Widening and Realignment	NEW	NEW	400,000
Bridge Repair/Replacement	1710925	579100	150,000
General Culvert Repairs	1711345	579100	150,000
Neighborhood Drainage Improvements	1710925	579100	150,000
Cedar Bluff Flood Mitigation	1710850	579100	640,000
TDOT Partnerships	1711460	579100	500,000
Interagency-Private Partnerships	1711465	579100	250,000
Lovell/Gilbert Signalization	1711173	579100	600,000
Traffic Signal Modernization	1711172	579100	250,000
Stormwater	1710840	579950	150,000
Baxter Avenue Facility Improvements	1711351	570600	50,000
Physical Plant Upgrades	79130200	570600	3,000,000
Roof Upgrades	79133100	570600	8,500,000
HVAC Upgrades	79133000	571200	6,000,000
Foundation Stabilization	79130100	570600	300,000
Security Upgrades	79132600	570600	2,000,000
School Accessibility	79132800	570600	300,000
Environmental Testing and Remediation	79134000	570600	200,000
Technology Upgrades	79132700	570600	300,000
Systemwide Drives, Parking and Paving	79133500	579950	1,000,000
Fire Alarm System Upgrades/Carbon Monoxide Detectors	79135300	570600	1,000,000
Mechanicsville/Lonsdale/Beaumont Solution (See note)	79135191	570600	1,800,000
Major Equipment-Engineering and Public Works	1710700	579900	328,050
Major Equipment-Information Technology Equipment	1710701	579900	125,000
Major Equipment-Sheriff's Office	1710702	579900	4,070,722
Major Equipment-Parks and Recreation	1710703	579900	321,395
Major Equipment-Three Ridges Golf Course	1710450	579900	45,000
Major Equipment-Public Library	1710705	579900	80,000
TOTAL			$ 55,690,000

RLA-17311 **R-25-5-804**

COMMISSION

Meeting Date: 05/19/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, appropriating the amount of $8,809,000.00 to non-profit organizations of Knox County, Tennessee for the year beginning July 1, 2025 and ending June 30, 2026. *(County Mayor and Finance)*

Attachments

Resolution

Exhibit A - Nonprofit Appropriations

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROPRIATING THE AMOUNT OF $8,809,000.00 TO NON-PROFIT ORGANIZATIONS OF KNOX COUNTY, TENNESSEE FOR THE YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026.

RESOLUTION: **R-25-5-804**

REQUESTED BY: **COUNTY MAYOR AND FINANCE**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, pursuant to Article II, Section 2.01 of the Charter of Knox County, Tennessee, the Commission of Knox County, as the Legislative Body of Knox County, Tennessee (the "Commission"), is vested with the authority and responsibility to adopt and amend the county budget, to fix county tax rates, and to appropriate county funds for any and all lawful purposes; and

WHEREAS, pursuant to Article III, Section 3.07 of the Charter of Knox County, Tennessee, the Mayor of Knox County has submitted to the Commission a consolidated budget of the County, which includes funding for various non-profit charitable organizations and chambers of commerce; and

WHEREAS, Tenn. Code Ann. § 5-9-109 authorizes the Commission to make appropriations to nonprofit charitable organizations and chambers of commerce; and

WHEREAS, the Commission recognizes that the various nonprofit charitable organizations providing services in Knox County have a need for funds to carry on their nonprofit charitable work and desires to appropriate funding to these organizations as proposed by the Knox County Mayor.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The amount of $8,809,000.00 is hereby appropriated to nonprofit charitable organizations and chambers of commerce providing services in Knox County as shown on Exhibit A attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, that all appropriations enumerated in Exhibit A are subject to the following conditions:

1. **That the non-profit organization to which funds are appropriated shall file with the County Clerk a copy of an annual report of its business affairs and transactions, which includes, but is not limited to, a copy of an annual audit, a description of the program that serves the residents of the County, and the proposed use of the County's funds. In lieu of an annual audit, an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury may be filed. Such annual report shall be prepared and certified by the Chief Financial Officer of such non-profit organization in accordance with Tenn. Code Ann. § 5-9-109(c).**
2. **That said funds must only be used by the named non-profit organization in furtherance of their non-profit purpose to promote the general welfare of the residents of Knox County.**
3. **That it is the expressed interest of the Knox County Commission providing these funds to the non-profit organizations enumerated in Exhibit A to be fully in compliance with Tenn. Code Ann. § 5-9-109 and any and all other laws which may apply to County appropriations to non-profit organizations and so this appropriation is made subject to compliance with any and all of these laws and regulations.**

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution be spread on the minutes of the Commission of Knox County, Tennessee.

BE IT FURTHER RESOLVED, that this Resolution shall take effect as provided by the Charter of Knox County, Tennessee, the public welfare requiring it, and its provisions shall be enforced from and after July 1, 2025.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

KNOX COUNTY, TENNESSEE
2025-2026 PROPOSED BUDGET

Funds to be Appropriated to Non-Profit Organizations

AGENCY	Account Code	Proposed Amount
GENERAL FUND:		
Boys & Girls Club of the Tennessee Valley	1015130-559950	$ 20,000
CASA	1015130-559950	20,000
Catholic Charities	1015130-559950	45,000
Centro Hispano de East Tennessee	1015130-559950	35,000
Community Coalition Against Human Trafficking	1015130-559950	12,500
Community Mediation Center	1015130-559950	20,000
East TN Freedom Schools	1015130-559950	10,000
Emerald Youth Foundation	1015130-559950	15,000
Friends of Literacy	1015130-559950	25,000
Helen Ross McNabb	1015130-559950	50,000
Helping Mamas Knoxville	1015130-559950	10,000
Hillcrest Healthcare Communities Inc.	1015130-559950	12,500
Interfaith Health Clinic	1015130-559950	50,000
Keep Knoxville Beautiful	1015130-559950	25,000
Kim Health Center	1015130-559950	30,000
Knoxville Family Justice Center	1015130-559950	20,000
Mental Health Association of East Tennessee	1015130-559950	35,000
Olive Tree Early Learning Academy	1015130-559950	12,250
REBOOT Recovery, Inc.	1015130-559950	10,000
Subtotal -- Non-Profit Grants		457,250
Blount Partnership *	1015130-559950	31,250
East Tennessee Economic Development Agency	1015130-559950	100,000
Farragut West Knox Chamber of Commerce *	1015130-559950	50,000
Knoxville Chamber *	1015130-559950	1,270,500
Subtotal -- Economic Development Contracts		1,451,750
Total General Fund		**1,909,000**

KNOX COUNTY, TENNESSEE
2025-2026 PROPOSED BUDGET

Funds to be Appropriated to Non-Profit Organizations

AGENCY	Account Code	Proposed Amount
HOTEL / MOTEL TAX FUND:		
Visit Knoxville	1230010-559801	4,800,000
Women's Basketball Hall of Fame	1230020-559821	200,000
Zoo Knoxville	1230020-559831	1,000,000
Zoo Knoxville	1230040-559831	175,000
Arts & Cultural Alliance of Greater Knoxville	1230040-559851	425,000
Beck Cultural Exchange Center	1230040-559861	75,000
Legacy Parks	1230040-559871	125,000
Asian Culture Center	1230040-559888	50,000
The Muse Knoxville	1230040-559891	50,000
Total -- Hotel/Motel Tax Fund		**6,900,000**
TOTAL CONTRACTUAL AGENCIES		**$ 8,809,000**

* Chamber of Commerce Organization 501c6
All others are Charitable Organizations 501c3

RLA-17313 **R-25-5-805**

COMMISSION

Meeting Date: 05/19/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: FINANCE DEPARTMENT

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, appropriating the amount of $2,205,846.33 in Opioid Settlement Funds to non-profit organizations of Knox County, Tennessee for the year beginning July 1, 2025 and ending June 30, 2026.
(County Mayor, Finance and Community Development)

Attachments

Resolution

Exhibit A - Opioid Appropriation List

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROPRIATING THE AMOUNT OF $2,205,846.33 IN OPIOID SETTLEMENT FUNDS TO NON-PROFIT ORGANIZATIONS OF KNOX COUNTY, TENNESSEE FOR THE YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026.

RESOLUTION: **R-25-5-805**

REQUESTED BY: **COUNTY MAYOR, FINANCE AND COMMUNITY DEVELOPMENT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Commission approved Knox County joining the National Opioids Settlement and the County's approval of related settlement agreements on November 15, 2021 and the amended agreements on March 27, 2023; and

WHEREAS, the County established the Opioid Settlement Program from the monies authorized by the National Opioids Settlement and the designated repository of funds; and

WHEREAS, as recipient of this funding, it is necessary for Knox County through non-profit organizations to undertake certain projects or services aimed at remediating, preventing, and educating on substance misuse in connection with the Opioid Settlement Program funds; and

WHEREAS, the Knox County Commission desires to appropriate Opioid Settlement Funds to the non-profit organizations as proposed by the Knox County Mayor.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The amount of $2,205,846.33 in Opioid Settlement Funds is hereby appropriated to non-profit organizations providing services in Knox County, as shown on Exhibit A attached hereto and incorporated herein by reference, for the year beginning July 1, 2025 and ending June 30, 2026.

BE IT FURTHER RESOLVED, that all appropriations enumerated in Exhibit A are subject to the following conditions:

1. **That the non-profit organization to which funds are appropriated shall file with the County Clerk a copy of an annual report of its business affairs and transactions, which includes, but is not limited to, a copy of an annual audit, a description of the program that serves the residents of the County, and the proposed use of the County's funds. In lieu of an annual audit, an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury may be filed. Such annual report shall be prepared and certified by the Chief Financial Officer of such non-profit organization in accordance with Tenn. Code Ann. § 5-9-109(c).**

2. **That said funds must only be used by the named non-profit organization in furtherance of their non-profit purpose to promote opioid abatement and remediation strategies approved by the Tennessee Opioid Abatement Council as specified in T.C.A. § 33-11-103(r).**

3. **That it is the expressed interest of the Knox County Commission providing these funds to the non-profit organizations enumerated in Exhibit A to be fully in compliance with Tenn. Code Ann. § 5-9-109 and any and all other laws which may apply to County appropriations to non-profit organizations and so this appropriation is made subject to compliance with any and all of these laws and regulations.**

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution be spread on the minutes of the Commission of Knox County, Tennessee.

BE IT FURTHER RESOLVED, that this Resolution shall take effect as provided by the Charter of Knox County, Tennessee, the public welfare requiring it, and its provisions shall be enforced from and after July 1, 2025.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

KNOX COUNTY, TENNESSEE

(FY26) 2025-2026 PROPOSED BUDGET

Funds to be Appropriated to Non-Profit Organizations

Agency	Account Code		Proposed Amount
OPIOID SETTLEMENT FUND:			
Knoxville-Knox County CAC-Reentry Workforce Development Program Expansion	1027405-530900	$	117,113.00
Metro Drug Coalition-Beamer's Buddies Program	1027415-530900	$	20,000.00
Big Brother Big Sisters of East Tennessee-Defending Potential Program	1027402-530900	$	66,667.00
East Tennessee Children's Hospital Association, Inc.-Grow With Me Clinic	1027407-530900	$	125,000.00
Covenant Health-Recovery Link Program	1027408-530900	$	183,333.33
Childhelp, Inc-Therapy Services for Children	1027406-530900	$	166,667.00
Legal Aid of East Tennessee-Recovery Legal Project	1027412-530900	$	100,000.00
Renew Clinic-Intensive Outpatient Therapy Expansion	1027418-530900	$	108,333.00
Free Medical Clinic of America-Medical and Dental Services for the Uninsured in Recovery Centers	1027409-530900	$	49,000.00
BIP Knoxville dba Healing the Home-Impaired Family Abuse Program	1027411-530900	$	48,538.00
Shora Foundation-Healing Pathways Program	1027419-530900	$	50,000.00
Helen Ross McNabb Center, Inc.-Intensive Support Services	1027414-530900	$	300,000.00
A Step Ahead Foundation of East Tennessee-NAS Education Prevention	1027401-530900	$	26,520.00
Harmony Family Center, Inc.-Trauma-informed Training and Education	1027410-530900	$	20,300.00
Positively Living-Healing Pathways Program	1027417-530900	$	159,821.00
Boys and Girls Club of the Tennessee Valley-MESH Progam	1027403-530900	$	166,667.00
Helen Ross McNabb Center, Inc.-Centerpointe Residential Treatment Center	1027413-530900	$	366,667.00
Angelic Ministries International, Inc.-REAL Opportunities Program	1027421-530900	$	25,000.00
Knoxville-Knox County CAC-Grandparents as Parents Program	1027404-530900	$	49,553.00
Metro Drug Coalition-Communities of Recovery Program	1027416-530900	$	46,667.00
New Direction Health Care Solutions, Inc.-ANCHOR Impact Program	1027420-530900	$	10,000.00
Total -- Opioid Settlement Funds		**$**	**2,205,846.33**

RLA-17287 **R-25-5-902**

COMMISSION

Meeting Date: 05/19/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, amending the Knox County Commission Rules, Rules II, Section D, Responsibilities of the Chair, by adding a new Number 5 regarding public comments of the Commission Chair when his/her position on an issue is at odds with the official position of the Commission.
(Rules Committee)

Attachments

Resolution

Redlined changes

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING THE KNOX COUNTY COMMISSION RULES, RULE II, SECTION D, RESPONSIBILITIES OF THE CHAIR, BY ADDING A NEW NUMBER 5 REGARDING PUBLIC COMMENTS OF THE COMMISSION CHAIR WHEN HIS/HER POSITION ON AN ISSUE IS AT ODDS WITH THE OFFICIAL POSITION OF THE COMMISSION.

RESOLUTION: **R-25-5-902**

REQUESTED BY: **RULES COMMITTEE**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Commission (the "Commission") is empowered to enact rules of procedure for the timely and effective conduct of public meetings; and

WHEREAS, accordingly, the Commission has adopted the Knox County Commission Rules (the "Commission Rules"); and

WHEREAS, it is necessary from time-to-time to amend the Commission Rules in the interest of clarity, consistency, and efficiency; and

WHEREAS, the Commission's Rules Committee convened on April 28, 2025 to consider certain amendments to the Commission Rules and recommended that the Commission Rules be amended as provided below.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission Rules, Rule II, Section D entitled "Responsibilities of the Chair" is hereby amended to add a new number 5 to read as follows:

> **5. When speaking publicly, if the Chair's views on an issue are at odds with the position of the Commission as expressed in a vote on said issue, the Chair shall state in his/her public comments that his/her position on the issue is at odds with the official position of the Commission. A violation of this rule may be punished by censure or loss of committee assignments (if not ex-officio) by motion and approval by a 2/3 vote of the Commission. Such vote shall be taken by roll call.**

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

New language is in **red, bolded and underlined**

Rule II, Section D shall be amended as follows:

RULE II. CHAIR AND VICE CHAIR

SECTION D. RESPONSIBILITIES OF THE CHAIR:

The Commission Chair is responsible for the following:

1. Administrative Duties. The Chair will work with the legislative body and staff to set the annual legislative calendar, organize the annual State Delegation meeting, coordinate special-called meetings, review the agenda, and create/coordinate special committees on topics that are outside the purview of standing committees.
2. Questions of Order. The Chair will preside over the meetings in accordance with Commission Rules.
3. Commission Office. The Chair shall serve as the manager of the Commission staff and administer such duties as time-off requests, public notices, personnel actions/reviews, and oversee the Commission Office operating budget.
4. Representation. The Chair shall represent the Commission as a board member for the following organizations (or establish a designee representative): Transportation Planning Organization (TPO), Joint Economic and Community Development Board of Knox County, Knox County Investment Committee, Tennessee County Commissioners Association (TCCA), and Knox Education Foundation.
5. **When speaking publicly, if the Chair's views on an issue are at odds with the position of the Commission as expressed in a vote on said issue, the Chair shall state in his/her public comments that his/her position on the issue is at odds with the official position of the Commission. A violation of this rule may be punished by censure or loss of committee assignments (if not ex-officio) by motion and approval by a 2/3 vote of the Commission. Such vote shall be taken by roll call.**

RLA-17289 **R-25-5-903**

COMMISSION

Meeting Date: 05/19/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, urging the Tennessee General Assembly and Governor to enact legislation allowing eligible voters in utility districts to elect utility board members.
(Commissioner Lee)

Attachments

Resolution

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, URGING THE TENNESSEE GENERAL ASSEMBLY AND GOVERNOR TO ENACT LEGISLATION ALLOWING ELIGIBLE VOTERS IN UTILITY DISTRICTS TO ELECT UTILITY BOARD MEMBERS.

RESOLUTION: **R-25-5-903**

REQUESTED BY: **COMMISSIONER LEE**

PREPARED BY: **COMMISSIONER LEE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, utility districts in Knox County and throughout Tennessee provide essential services, including water, electricity, and other utilities, that directly impact the quality of life and economic well-being of residents; and

WHEREAS, the governance of utility districts, including the appointment of utility board members, significantly influences the policies, rates, and service quality provided to residents; and

WHEREAS, utility board members in Knox County are currently appointed rather than elected, limiting the ability of residents to directly influence the governance of these critical public services; and

WHEREAS, some Knox County residents have been dissatisfied with their utility service for many years but are forced to use them due to lack of competition in the utility industry; and

WHEREAS, some Knox County residents are served by utility board members appointed by elected officials that they are ineligible to vote for because they live outside the city limits of Knoxville or outside of the County making the appointment to the utility board; and

WHEREAS, at least one utility district that serves Knox County has an annual budget larger than the entire budget of Knox County government and Knox County Schools; and

WHEREAS, allowing residents of utility districts who are eligible to vote in the State of Tennessee to elect their utility board members would enhance transparency, accountability, and customer participation with utility services; and

WHEREAS, the Knox County Commission recognizes the importance of empowering citizens with a voice in the governance of entities that provide essential public services; and

WHEREAS, the Tennessee General Assembly and the Governor have the authority to enact legislation that would permit the election of utility board members by eligible voters in utility districts; and

WHEREAS, such a change would align with principles of local control and representative governance, ensuring that utility districts better reflect the needs and priorities of the communities they serve.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby urges the Tennessee General Assembly and the Governor to enact legislation that allows residents of utility districts who are eligible to vote in the State of Tennessee to elect their utility board members.

BE IT FURTHER RESOLVED, the Knox County Commission encourages the Tennessee General Assembly to prioritize this legislation in its upcoming sessions to promote transparency, accountability, and public participation in the governance of utility districts.

BE IT FURTHER RESOLOVED, the Clerk of the Knox County Commission is directed to transmit copies of this resolution to the members of the Knox County legislative delegation, the Speaker of the Tennessee House of Representatives, the Lieutenant Governor of Tennessee, and the Governor of Tennessee.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

Presiding Officer of the Commission **Date**

County Clerk **Date**

Approved: **County Mayor** **Date**

Vetoed: **County Mayor** **Date**

RLA-17214 **O-25-5-101**

COMMISSION

Meeting Date: 05/19/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of an Ordinance of the Commission of Knox County, Tennessee, amending the Knox County Code, Chapter 2, Article VIII, "Finances", to add a new Division 5 entitled "Legislative Review of Applications for State or Federal Financial Assistance" to establish new procedures to review grants. (Knox County Code, Chapter 2, Article VIII, establishing Division 5 and Sec. 2-565, previously reserved) **(FIRST READING) (DEFERRED FROM APRIL AT REQUEST OF SPONSOR)**

(Commissioner Fox)

Attachments

Ordinance

Fiscal Note

ORDINANCE

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING THE KNOX COUNTY CODE, CHAPTER 2, ARTICLE VIII, "FINANCES", TO ADD A NEW DIVISION 5 ENTITLED "LEGISLATIVE REVIEW OF APPLICATIONS FOR STATE OR FEDERAL FINANCIAL ASSISTANCE" TO ESTABLISH NEW PROCEDURES TO REVIEW GRANTS. (Knox County Code, Chapter 2, Article VIII, establishing Division 5 and Sec. 2-565, previously reserved)

ORDINANCE: O-25-5-101

REQUESTED BY: COMMISSIONER FOX

PREPARED BY: COMMISSIONER FOX

APPROVED AS TO FORM AND NOT AS TO CONTENT:_____
DIRECTOR OF LAW

APPROVED 1ST READING: _____
DATE

APPROVED 2ND READING: _____
DATE

APPROVED EMERGENCY: _____
(YES) (NO)

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the United States Supreme Court stated in the case McGrain v. Daugherty, 273 U.S. 135, 175 (1927), "[a] legislative body cannot legislate wisely or effectively in the absence of information . . . [and] [e]xperience has taught that mere requests for such information often are unavailing, and also the information which is volunteered is not always accurate or complete . . . ."; and

WHEREAS, the United States Supreme Court also provides in McGrain v. Daugherty that legislative bodies have "auxiliary powers" in furtherance of their duty to legislate, such as the power to acquire information; and

WHEREAS, all legislative power granted by the Charter of Knox County, Tennessee is vested in the Knox County Board of Commissioners, which is solely and exclusively authorized by the Charter of Knox County, Tennessee to adopt ordinances and resolutions governing the operation of government, and adopt and amend the County budget, which by implication also includes the duty of acquiring information about and oversight of the fiscal operation of Knox County Government; and

WHEREAS, the current system of approving, by the Knox County Board of Commissioners, the receipt of financial assistance or grants from the United States or any agency of the United States, or Tennessee or any state agency of Tennessee occurs after an application has been made; and

WHEREAS, the Knox County Board of Commissioners finds that it is better able to oversee the acceptance of federal and state grants by being informed of the application for financial assistance or grants before or contemporaneous with the act of approving receipt of the grant funds.

NOW THEREFORE BE IT ORDAINED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

SECTION 1. The Code of Knox County, Tennessee, Chapter 2, Article VIII entitled "Finances" is hereby amended by adding a new Division 5 entitled "Legislative Review of Applications for State or Federal Financial Assistance."

SECTION 2. The Code of Knox County, Tennessee is hereby amended by the addition of a new Section 2-565 under the aforementioned Chapter 2, Article VIII, Division 5, to read as follows:

Sec. 2-565. – Applications for State or Federal Financial Assistance

A submission of any application by or on behalf of any agency of this County for financial assistance or grants from the 1) United States, 2) any agency of the United States, 3) the State of Tennessee, 4) or any agency of the State of Tennessee, must be submitted for legislative oversight by spreading upon the record of the Knox County Board of Commissioners' agenda and minutes in the following manner:

(a) The agency applying for financial assistance or grants shall provide to the Knox County Board of Commissioners a copy of the application and any supporting documentation filed with the application.

(b) The Knox County Board of Commissioners shall place the provided application and supporting documentation in the "Spread of Record" portion of the next upcoming Regular Session agenda. The online version of the agenda accessible through the Knox County Commission website shall contain a hypertext link to a copy of the provided application and supporting documentation.

(c) The timing of providing an application and supporting documentation for legislative oversight requires provision of any application made by the applying agency since the previous monthly Knox County Board of Commissioners agenda deadline for Spread of Record items, except no grant approval pursuant to Chapter 2, Article IX, Division 1, Sec. 2-581 may take place any earlier than the month in which the application and supporting documentation appear on a "Spread of Record."

(d) If an agency fails to comply with the provisions of this ordinance, the grant shall not be eligible for approval pursuant to Chapter 2, Article IX, Division 1, Sec. 2-581.

SECTION 3. This Ordinance shall take effect as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

FISCAL NOTE

Ordinance O-25-5-101

CAPTION:

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING THE KNOX COUNTY CODE, CHAPTER 2, ARTICLE VIII, "FINANCES", TO ADD A NEW DIVISION 5 ENTITLED "LEGISLATIVE REVIEW OF APPLICATIONS FOR STATE OR FEDERAL FINANCIAL ASSISTANCE" TO ESTABLISH NEW PROCEDURES TO REVIEW GRANTS.

FISCAL IMPACT ANALYSIS (PURSUANT TO SEC. 1-11 OF THE KNOX COUNTY CODE):

There is no cost associated with this Ordinance.

Chris Caldwell, Chief Financial Officer