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
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PRELIMINARY AGENDA FOR REVIEW

THE KNOX COUNTY COMMISSION SHALL REVIEW ITEMS FOR THE **JULY** LEGISLATIVE AGENDA TO DETERMINE THE CONSENT AGENDA.

MADAM CHAIR WILL POST TO THE COMMISSION FORUM ALL ITEMS CONSIDERED TO BE NON-CONSENT. COUNTY COMMISSIONERS SHALL POST ANY ADDITIONAL ITEMS THEY WANT PULLED FROM THE CONSENT AGENDA ***NO LATER THAN WEDNESDAY, JULY 23, 2025 AT 12:00 NOON.*** ANY ITEMS NOT POSTED ON THE FORUM WILL BE CONSIDERED ON THE CONSENT AGENDA FOR THE LEGISLATIVE AGENDA MEETING ON MONDAY, JULY 28, 2025.

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

A. Devotional

B. Pledge of Allegiance to the Flag

C. Amendments to the Agenda

D. Education Consent Calendar

1. R-25-7-201 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Subscription Agreement Renewal with Vertical Alliance Group, Inc. for company-licensed access to the Infinit-I Workforce System bus transportation safety online training module for the term of July 29, 2025 through July 28, 2026 at a cost of $8,962.50.
(Schools)

2. R-25-7-202 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Education of Professional Services Agreement with Teach for America for the Ignite Tutoring Program at Bonny Kate, Dogwood, Mooreland Heights, Mount Olive, New Hopewell, and South Knox Elementary Schools for the 2025-2026 school year at a cost of $12,000.00.
(Schools)

3. R-25-7-203 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving ACT Test Terms and Conditions with ACT Education Corporation for administration of the PreACT for 8th, 9th, and 10th grade students during the 2025-2026 school year at a cost of $17.50 per student.
(Schools)

4. R-25-7-204 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the use of State of Tennessee NASPO Cloud Solutions Contract 67955 with Carahsoft Technology Corporation for purchase of user licenses for Salesforce Education Cloud Unlimited Education, professional services for training, and support for partner management for the 865 Academies at a cost of $62,803.55.
(Schools)

5. R-25-7-205 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with Ford Next Generation Learning for Phase 5, Year 2 of the Ford Next Generation Learning Roadmap to assist high schools with developing pathways to industry certifications and degree credentials at a cost of $66,420.00.
(Schools)

6. R-25-7-206 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving agreements with Biltmore for Gibbs Middle School's 6th grade field trip to Biltmore Estate on October 16, 2025 at a cost of $8,645.19.
(Schools)

7. R-25-7-207 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an agreement with Best Choice Roofing for replacement of the roof on the baseball/softball hitting facility at Hardin Valley Academy at a cost of $9,504.25.
(Schools)

8. R-25-7-208

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Program Agreement with Array Education, Inc. and its Teach Like a Champion program for a two-day in-person professional development workshop for Maynard Elementary School at a cost of $32,500.00.
(Schools)

9. R-25-7-209

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Product Terms of Service and End User License Agreement with Liminex, Inc. dba GoGuardian and Pear Deck Learning for West High School's license to student instruction products during the 2025-2026 school year at a cost of $9,264.00.
(Schools)

10. R-25-7-210

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Master Registration Agreement, Data Processing Agreement, and Service Terms with Turnitin, LLC for West High School's license to a suite of proprietary solutions to run plagiarism checks during the 2025-2026 school year at a cost of $6,327.86.
(Schools)

11. R-25-7-211

Withdraw

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. **(WITHDRAW AT REQUEST OF SPONSOR)** *(previously Deferred from May to June and June to July at Request of Sponsor)*
(Schools)

12. R-25-7-212

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Construction Contract with Merit Construction, Inc. in the amount of $8,587,000.00 for additions and renovations to Sterchi Elementary School.
(Schools)

13. R-25-7-213

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving contracts with ECS Southeast, LLC and UES Professional Solutions 19, LLC for the provision of construction testing services for the term of July 1, 2025 through June 30, 2026, which may be extended for four (4) additional years.
(Schools)

14. R-25-7-214 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving contracts with City Shuttle LLC, Collaborative Student Transportation LLC, First Student, McConkey Transportation, Inc., RPM Transit, Inc., and SCU Bus Lines, LLC for the provision of Student Transportation Services for the term of August 1, 2025 through July 31, 2026, which may be extended for four (4) additional years.
(Schools)

15. R-25-7-215 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with School and Office Supply for the provision of stage curtains and rigging services up to $125,000.00 annually for the term of November 1, 2025 through October 31, 2026, which may be extended for four (4) additional years.
(Schools)

16. R-25-7-216 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Fund Balance Designation (General Purpose School Fund) in the amount of $8,535,114.00 for Capital Plan Supplemental Funding, a QSCB Bond Payoff, and Time and Attendance Software.
(Schools)

17. R-25-7-217 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Elementary School Dental Program Agreement with Elgin Children's Foundation for the term of July 1, 2025 through June 30, 2026 and an Elgin Children's Foundation Grant up to $8,000.00 for student transportation costs associated with the program.
(Schools)

18. R-25-7-218 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Donation Agreement with Big History Project, LLC for the term of August 1, 2025 through July 31, 2026 for the receipt of funds in the amount of $5,000.00 and curricular resources and professional learning support to include five (5) virtual learning events and two (2) cohort-specific meetings.
(Schools)

19. R-25-7-219 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 $59,352.55.
(Schools)

E. General Government Consent Calendar

20. R-25-7-110 — Consideration of a Resolution of the Commission of Knox County, Tennessee, appointing Laura Johns (nominee of the Knoxville Chamber of Commerce of a representative of the industrial interests of Knox County) to serve on the Knox County Air Pollution Control Board. (Term expires June 30, 2029)
(Health Department)

21. R-25-7-111 — Consideration of a Resolution of the Commission of Knox County, Tennessee, accepting the resignation of Christopher Manning on the Knox County Sheriff's Office Employees' Merit System Board of Directors and appointing _____ to serve the unfulfilled term of Mr. Manning on the Board. (Term expires September 30, 2025) *(Interviews will be conducted at the Commission Optional Agenda Review Meeting on Monday, July 21, 2025 at 3:00 p.m.)*
(Commissioner Oster)

22. R-25-7-220 — Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract in the amount not to exceed $430,500.00 with the Tennessee State Library and Archives for general library services and library materials. (No local match required)
(Library)

23. R-25-7-301 — Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Pinnacle Sales Co d/b/a Jiffy Lube Knoxville for the provision of vehicle oil change services.
(Sheriff)

24. R-25-7-401 — Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Amendment to the Litter Outreach, Education, and Coordination Services Contract with Keep Knoxville Beautiful, Inc. for the addition of the Adopt-A-Stream Program in the amount of $23,293.00 per year.
(Engineering and Public Works)

25. R-25-7-402 — Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a construction contract with _____ in the amount of $_____ for the installation of a pump station and associated work to proactively manage the elevation of Bluegrass Lake to prevent future flooding events.
(Engineering and Public Works)

26. R-25-7-403 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a construction engineering inspection contract with CDM Smith, Inc. in the amount of $237,900.00 for construction oversight of the ATMS Phase II Traffic Signal Improvements.
(Engineering and Public Works)

27. R-25-7-404 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the necessary right-of-way, slope, and construction easement acquisitions on two (2) tracts of land for the widening of Bakertown Road between Schaad Road and Ball Road.
(Engineering and Public Works)

28. R-25-7-405 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an engineering design contract in the amount of $95,000.00 with LDA Engineering for the Johnson Road Widening and Realignment Project.
(Engineering and Public Works)

29. R-25-7-406 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the necessary right-of-way acquisitions on two (2) tracts of land for the construction of two (2) turnarounds on Lobetti Road.
(Engineering and Public Works)

30. R-25-7-407 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an engineering design contract in the amount of $231,000.00 with Cannon & Cannon, Inc. for the Powell High School Greenway Project.
(Engineering and Public Works)

31. R-25-7-408 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the necessary right-of-way acquisition on one (1) tract of land for the realignment of E. Copeland Drive at Greenwell Drive.
(Engineering and Public Works)

32. R-25-7-409 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a construction contract with Progression Electric, LLC in the amount of $1,979,885.39 for the ATMS Phase II traffic signal improvements at 15 intersections in Knox County.
(Engineering and Public Works)

33. R-25-7-501 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the Substantial Amendments to Knox County's 2020-2024 Consolidated Plan and the Annual Action Plans of Program Years (PY) 2020, (PY) 2021, and (PY) 2024 for various project and program related activities and allocations benefiting low-to-moderate income persons of Knox County. (Federally funded through U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant CARES Act (CDBG-CV), HOME American Rescue Plan (HOME-ARP), and Community Development Block Grant (CDBG) funds). (No Local Match Required)
(Community Development)

34. R-25-7-502 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Amendment No. Two to the Agreement with Sacred Ground Hospice House for end-of-life hospice care to under/uninsured persons of Knox County, subject to the U.S. Department of Housing and Urban Development's (HUD) approval, which amendment extends the term of the agreement to June 30, 2026 and provides additional CDBG-CV funds in the amount of $64,804.57 for a total of $114,562.57. (Federally funded through HUD's Community Development Block Grant CARES Act (CDBG-CV) funds). (No Local Match Required)
(Community Development)

35. R-25-7-601 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract in the amount not to exceed $93,720.00 with the Tennessee Department of Health for the provision of Viral Hepatitis Program Services for the period beginning July 1, 2025 and ending June 30, 2026. (No local match required)
(Health Department)

36. R-25-7-602 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Cooperative Agreement for the acceptance of funding in the amount of $65,000.00 from the U.S. Environmental Protection Agency for Knox County Air Quality Management's PM 2.5 Air Monitoring Program.
(Health Department)

37. R-25-7-603 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Cooperative Agreement for the acceptance of funding from the U.S. Environmental Protection Agency in the amount of $100,000.00 with a required local contribution for Knox County Air Quality Management's ongoing Air Pollution Control Program.
(Health Department)

38. R-25-7-604 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract in the amount not to exceed $10,000.00 with the Tennessee Department of Health for the provision of the Implementation of Dementia: Community, Assistance, Resources and Empowerment (CARE) Services for the period beginning June 1, 2025 and ending September 29, 2025. (No local match required)
(Health Department)

39. R-25-7-605 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Shield & Buckler Security, Inc. for armed security guard services for the Knox County Health Department.
(Health Department)

40. R-25-7-606 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Amendment Eight to the Knox County Indigent Care Program Agreement, which amendment provides for revisions to the Reimbursement for Services section of the agreement for Fiscal Year 2026.
(Health Department)

41. R-25-7-702 Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of a donation for Knox County Parks and Recreation of property located at 0 Kodak Road, Parcel ID 098 12601, to be used for Knox County Park Land.
(Parks and Recreation)

42. R-25-7-703 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the necessary right-of-way and construction easement acquisition for five (5) tracts of land, a license agreement with the State of Tennessee for excess land usage, and use of portions of two (2) existing Knox County parcels for the construction of the Halls Greenway Connector and associated sidewalks as shown in the attached right-of-way plans for this project.
(Parks and Recreation)

43. R-25-7-704 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Amendment to the Community Parks and Knox County Youth Sports Facility Use Permit to update the sports season date table on page 4.
(Parks and Recreation)

44. R-25-7-801 — Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Change Order #2 to the agreement with Trane U.S. Inc. in the amount of $385,711.00 for additional work on Trane Energy Services Project Phase 3B.
(Procurement)

45. R-25-7-802 — Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Amendment to the Contract with Lasting Impressions Lawn Care for the addition to the contract of the new Schaad Road medians at a cost of $875.00 per cut during mowing season.
(Procurement)

46. R-25-7-803 — Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Extension of Defined Services Contract among Knox County, the City of Knoxville, and Young-Williams Animal Center of East Tennessee to promote the responsible care and welfare of animals to extend the contract to June 30, 2026 and increase the amount the City and County each compensate Young-Williams to $1,101,822.00 per year.
(Finance)

47. R-25-7-804 — Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Personal Property Sales Agreement among Knox County, the Knox County Sheriff's Office, and Young-Williams Animal Center of East Tennessee for the sale of surplus vehicles and equipment to Young-Williams.
(Finance)

48. R-25-7-901 — Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an agreement with Richard Mayberry for serving as a law clerk to the Chancellors of Chancery Court for Knox County, Tennessee from July 1, 2025 through June 30, 2026, in an amount not to exceed $115,500.00.
(Clerk and Master)

49. R-25-7-902 — Consideration of a Resolution of the Commission of Knox County, Tennessee, to levy an increase in Mineral Severance Tax from fifteen cents ($0.15) to twenty cents ($0.20) per ton for Knox County. *(Requires 2/3 Vote)*
(Commissioners Durrett and Thompson)

F. Honorary Resolutions

50. R-25-7-101 Consideration of a Resolution of the Commission of Knox County, Tennessee, honoring the Gibbs High School Softball Team for winning the 2025 State Championship.
(Commissioner Thompson)

51. R-25-7-102 Consideration of a Resolution of the Commission of Knox County, Tennessee, honoring the West High School Football team for winning back-to-back state titles by winning the TSSAA Class 5A Football State Championships in both 2022 and 2023.
(Commissioner Jackson)

G. Presentations

52. Presentation from Orion.
(County Mayor)

53. Presentation: Knoxville Association of Realtors, Maria McHale.
(Commissioner Oster)

54. Presentation: on efforts to remove broken, abandoned or duplicate utility poles in Knox County.
(Commissioner Jay)

55. Presentation: Metro Drug Coalition.
(Commissioner Lee)

56. Presentation: Homebuilders Association of Greater Knoxville.
(DEFER TO SEPTEMBER AT REQUEST OF SPONSOR)
Defer to September *(Commissioner Frazier)*

H. Public Forum - Agenda Items Only

I. Approval of Minutes of Previous Meeting

J. Drives and Roads

57. Consideration of the Acceptance of New County Roads:
A) Inspiration Road located in Amber Vista Subdivision, District 6.
B) Magnificent Lane located in Amber Vista Subdivision, District 6.
C) Night Time Drive located in Dorchester Subdivision, District 6.
D) Grey Flannel Lane located in Dorchester Subdivision, District 6.
E) Sunscape Lane located in Hunters Glen, District 4.
F) Bronze Lane located in Hunters Glen, District 4.
(Engineering and Public Works)

K. Line Item Transfers

58. Line Item Transfers - Total amount of $8,017,023.58. *(Finance)*

L. Budget Amendments

59. Budget Amendments - Total amount of $10,452,335.92. *(Finance)*

M. Notary Public Applications

N. Spread of Record

60. Spread of Record the Knox County Mayor's Order appointing LeeAnn Foster to the Lenoir City Utilities Board of Directors. *(County Mayor)*

61. Spread of Record Juvenile Court Judge Tim Irwin's appointment of Rhonda Lee to the Juvenile Service Center Board of Directors for a term expiring August 31, 2026. *(Juvenile Court)*

O. General Government Resolutions (non-consent)

62. R-25-7-701

Defer to September

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the Bylaws governing the Knox County Parks and Recreation Advisory Board. **(DEFER TO SEPTEMBER AT REQUEST OF SPONSOR)** *(Previously Deferred from April to July at Request of Sponsor)* *(Parks and Recreation)*

P. Ordinances on First Reading

Q. Ordinances on Second Reading

R. Public Forum - Open Topics

S. Other Business

T. Adjournment

RLA-17483 **R-25-7-201**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Subscription Agreement Renewal with Vertical Alliance Group, Inc. for company-licensed access to the Infinit-I Workforce System bus transportation safety online training module for the term of July 29, 2025 through July 28, 2026 at a cost of $8,962.50.
(Schools)

Attachments

Resolution

Agreement

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A SUBSCRIPTION AGREEMENT RENEWAL WITH VERTICAL ALLIANCE GROUP, INC. FOR COMPANY-LICENSED ACCESS TO THE INFINIT-I WORKFORCE SYSTEM BUS TRANSPORTATION SAFETY ONLINE TRAINING MODULE FOR THE TERM OF JULY 29, 2025 THROUGH JULY 28, 2026 AT A COST OF $8,962.50.

RESOLUTION: R-25-7-201

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, Knox County Schools desires to enter into an renewal agreement with Vertical Alliance Group, Inc. for company-licensed access to the Infinit-I Workforce System bus transportation safety online training module; and

WHEREAS, the proposed Subscription Agreement Renewal with Vertical Alliance Group, Inc. is in the amount of $8,962.50 for a term of one (1) year commencing on July 29, 2025 and ending July 28, 2026; and

WHEREAS, at its regularly scheduled meeting on July 10, 2025, the Knox County Board of Education approved the agreement with Vertical Alliance Group, Inc. for said purpose.

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

The Subscription Agreement Renewal with Vertical Alliance Group, Inc. for company-licensed access to the Infinit-I Workforce System bus transportation safety online training module 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 Subscription Agreement Renewal with Vertical Alliance Group, Inc. for company-licensed access to the Infinit-I Workforce System bus transportation safety online training module 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

Infinit-I™ Workforce Solutions for Schools
SUBSCRIPTION AGREEMENT RENEWAL

(REVISED: February 2022)

This Subscription Agreement (the "Agreement") is made and entered into as of the Effective Date below, by and between Vertical Alliance Group, Inc., a Texas corporation, with a principal place of business located at 8055 US-67, Texarkana, Arkansas 71854 ("VAG") and the subscriber listed below ("Subscriber"). Capitalized terms, unless otherwise defined herein, shall have the meanings ascribed to them in Exhibit A, which is attached hereto and incorporated herein by reference.

Subscriber Name: **Knox Co School District - TN**

(Name of Subscribing Company)

Billing Address: **Ryan Dillingham** **ryan.dillingham@knoxschools.org**

(Billing Contact Full Name) (Email Addresses that should receive the invoice)

PO Box 2188	**Knoxville,**	**TN**	**c37901-2188**	
(Street Address)	(City)	(State)	(Zip)	
(865) 594-1800				**425**
(Phone)	(Fax)	(Subscriber Email Address)		(Number of Users)

1. **The Services**. Subject to the terms and conditions of this Agreement, Subscriber engages VAG to provide the following services (the "Services") as specified herein for the fees indicated below.

	Services	**Annual Agreement $8,962.50 per year**
1.	Company-licensed access to the Infinit-I™ Workforce System - Licensing of the Infinit-I™ Workforce System - Software updates and upgrades included at no additional charge	Included
2.	Consultation and User Training services - Test administration services (timestamping) - Data Back-up, and Storage - Administrator Training - Unlimited access to monthly training seminars	Included
3.	Infinit-I™ Workforce System Content and Custom Content - Includes all School and ELDT modules. - Deliver custom documents, PowerPoints, and custom videos that are provided by Client (collectively "Custom Content") (maximum of 20 videos/PDFs per year at no charge - additional cost after 20) - Vertical Alliance will upload and/or convert into proper medium to be delivered on Infinit-I™ Workforce System with test questions provided by Client	Included
CONTRACT PROVISIONS: This is a One-year agreement for 425 Users for $8,962.50 Per year. Also Allowed a 10% growth in Users at no additional cost this includes a Max users of 425 with a warning user limit set a 5 users.		

2 **Term**. The term of this Agreement is for one (1) year, unless sooner terminated pursuant to Section 6 (Termination) of Exhibit A (Terms & Conditions)

Commencing on **07/29/2025** and continuing until: **07/28/2026**

EXHIBIT A
TERMS AND CONDITIONS

1. License Grant.

    a. Subject to the terms and conditions of this Agreement, Subscriber is granted a non-exclusive, non-transferable license to use and access the online learning management technology (the "Services") as set forth on the signature page. The content and programs of the Services may be expanded, restricted, updated or otherwise changed by VAG in its sole discretion at any time. The Services and products offered by VAG is the property of VAG and is protected by copyright and other laws relating to proprietary rights. VAG retains all rights in its respective properties worldwide. This Agreement does not convey or transfer any ownership rights in the Services or products offered by VAG and there are no implied rights.

    b. Upon expiration or termination of the license set forth herein and/or termination of this Agreement, Subscriber will delete any information relating to the Services from its computer(s), handheld devices and server(s) and return any written documents or training materials provided by VAG. Subscriber agrees to provide VAG with a written statement, signed by an authorized representative, which certifies its compliance with the foregoing obligations.

2. Access.

    a. Following execution of this Agreement by VAG and Subscriber, VAG will enable the Services subscribed to herein. Each subscription will be for the license term set forth on the signature page and may be longer if renewed (the "Term"). The Services may only be used by authorized users. For purposes of this Agreement, the authorized users can include any current employee, or independent contractor, of Subscriber who: (i) is designated by Subscriber, and (ii) individually agrees to the terms and conditions of the terms of use required to be agreed to by users of the Services (the "Terms of Use").

    b. If a user designated by Subscriber does not agree to the Terms of Use as required, he or she will not be permitted to access the Services. The parties acknowledge, however, that notwithstanding such authorized user's acceptance of the Terms of Use upon access to the Services, the provision of this Agreement sets forth the rights and obligations of the Subscriber and its authorized users.

    c. Subscriber will not swap, share, or reclaim user IDs under any circumstance. Should VAG become aware of such misuse indicated in this Section 1(c), VAG reserves the right to disable the user ID(s) and terminate all use of the Services and products by the user(s).

3. Taxes. The subscription fees set forth on the signature page or any order form issued under this Agreement, and any other amounts payable to VAG hereunder, do not include taxes. Subscriber will be responsible for payment of all applicable taxes, however designated or incurred, in connection with the transactions under the Agreement, including without limitation, state and local excise, sales, withholding and use taxes and any other applicable governmental assessments ("Taxes").

4. Subscriber Responsibilities. Subscriber is responsible for (1) installing and maintaining all equipment and software necessary to access the Services and products provided by VAG and (2) paying any fees or charges payable to Internet access providers or other services used to access the Services and products. Subscriber agrees to comply with all applicable laws and regulations, including, but not limited to, those related to privacy, copyright, trademark, other intellectual property rights, data privacy, communications, defamation, trade regulations and all tax laws and regulations.

5. Termination. Either party may terminate this Agreement immediately upon written notice in the event that (a) the other party materially breaches any term or condition of this Agreement, or (b) the other party becomes insolvent, files or has filed against it a petition in bankruptcy, dissolves or proposes dissolution, or liquidation. VAG also may

suspend or terminate any authorized users access to the Services without notice if, in VAG's sole discretion, the use of the Services violates the terms and conditions of this Agreement.

(a) APPRORIATION: 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, with occurs first, no further obligations owed to or by either party.

6. Limitations on Use. The subscriber's use of the Services is expressly subject to the restrictions set forth herein. If VAG detects or becomes aware of any failure to comply with any of these restrictions, it may terminate Subscriber's access to the Services immediately without refund.

    a. Subscriber may not reproduce, retransmit, distribute, disseminate, sell, license, sublicense, lease, publish, broadcast, or circulate any content or other materials accessed through the Services, except in accordance with the fair use doctrine under the copyright laws of the United States.
    b. Subscriber agrees not to deposit or upload any materials other than those used directly by you for the purposes contemplated by this Agreement.
    c. Subscriber shall not use the Service to post any content that is obscene, pornographic, excessively violent, harassing, or otherwise objectionable; defamatory, libelous, threatening or harassing.
    d. Subscriber shall not post any content that violates any privacy rights, copyrights, trademarks, patents, or other intellectual property rights of others; Subscriber shall not introduce viruses, worms, or other harmful code.

7. Disclaimers. THE SERVICES, PRODUCTS AND THE CONTENT ARE BEING PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. VAG, ITS AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS, AND SUPPLIERS EXPRESSLY DISCLAIM ANY SUCH WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM INFRINGEMENT OR FREEDOM FROM VIRUSES. VAG DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES AND PRODUCTS WILL BE ERROR FREE OR WITHOUT INTERRUPTION. ALL LIABILITY WITH RESPECT TO THE ACCURACY, RELIABILITY AND/OR QUALITY OF THIRD-PARTY CONTENT SHALL REMAIN WITH THE RESPECTIVE CONTENT PROVIDER, AND SUBSCRIBER SHALL HAVE NO REMEDY AGAINST VAG WITH RESPECT TO THE SAME.

8. Limitation on Liability. Subject to the laws of the State of Tennessee, 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 damage. IN NO EVENT SHALL VAG, ITS AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS, SUPPLIERS BE LIABLE TO SUBSCRIBER, OR ANYONE CLAIMING THROUGH SUBSCRIBER, FOR (1) INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR (2) ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH SUBSCRIBER'S USAGE OF THE SERVICES, PRODUCTS OR THE PERFORMANCE OR NON-PERFORMANCE OF THE SAME OR THE CONTENT ACCESSIBLE THROUGH THE SERVICES, EVEN IF THE POSSIBILITY OF SUCH DAMAGES HAD BEEN FORESEEABLE. SUBSCRIBER AGREES THAT THE LIABILITY OF VAG, ITS AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS, AND SUPPLIERS HEREUNDER IS LIMITED SOLELY TO SUBSCRIBER DIRECT DAMAGES AND IN NO EVENT SHALL IT EXCEED, IN THE AGGREGATE, THE TOTAL SUBSCRIPTION FEE PAID HEREUNDER. Some states do not allow the limitations on liability and implied warranties set forth above. Accordingly, not all of the limitations set forth in this section may apply to Subscriber.

9. Notices. All notices required or permitted under this Agreement must be in writing, must reference this Agreement and will be deemed given when deposited in any United States postal facility, with sufficient postage affixed, for delivery by registered or certified mail, return receipt requested, and addressed to the party's address set forth on the signature page. All communications must be sent to the contact information set forth on the signature page hereto or to such other contact information as may be designated by a party by giving written notice to the other party pursuant to this Section 11 (Notices).

(b) Correspondence via electronic mail will also be acceptable.

10. Force Majeure. VAG shall not be liable for, nor shall VAG be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement as a result of the elements, fire, natural disaster, acts of God or other causes beyond its reasonable control.

11. Miscellaneous. This Agreement 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 jurisdictions thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.

12. Neither party shall transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permissions of both parties, which permission shall not be unreasonably withheld. IF Contractor assigns this contract to another party, an Assignment of contract must be executed between the country and the new party. Knox County will draft this "Assignment of Contract" document. Any assignment without such express written permission may result in automatic termination of this Agreement. This Agreement and any applicable order forms issued hereunder, constitutes the entire understanding of both parties with respect to the subject matter hereof and supersedes all previous agreements, arrangements, and understandings. No waiver or modification of this Agreement will be valid or binding unless in writing and signed by both parties and no waiver of any breach or default will be deemed to be a waiver of any preceding or subsequent breach or default. In the event any of the provisions of this Agreement is found to be invalid or unenforceable, the remaining provisions shall not be deemed impaired and a similar, enforceable provision shall be substituted in the place of the invalid or unenforceable one.

SUBSCRIBER ACKNOWLEDGES THAT HE/SHE UNDERSTANDS, ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING ALL OF THE TERMS AND CONDITIONS SET FORTH ON EXHIBIT A (TERMS AND CONDITIONS) HERETO. SUBSCRIBER AGREES BY SIGNING THAT THEY ARE AUTHORIZED TO MAKE THIS COMMITMENT FOR THEIR COMPANY.

VERTICAL ALLIANCE GROUP, INC.:		**SUBSCRIBER:**	
By:	*Briana Kowzic*	Signature:	
Name:	Briana Kowzic	Printed Name:	
Title:	Client Success Rep	Title:	
Date:	05/08/2025	Date:	

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of July, 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 #: 25-398

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 6/25/2025

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Contract for one year with Vertical Alliance Group, Inc. for access to the Infinit-I Workforce System virtual training platform.

Cost to Knox County Schools

$8,962.50

Description and Type of Funding Source

General Purpose funds as part of the Transportation Department budget

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

RLA-17484 **R-25-7-202**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Education of Professional Services Agreement with Teach for America for the Ignite Tutoring Program at Bonny Kate, Dogwood, Mooreland Heights, Mount Olive, New Hopewell, and South Knox Elementary Schools for the 2025-2026 school year at a cost of $12,000.00.
(Schools)

Attachments

Resolution

Agreement

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT WITH TEACH FOR AMERICA FOR THE IGNITE TUTORING PROGRAM AT BONNY KATE, DOGWOOD, MOORELAND HEIGHTS, MOUNT OLIVE, NEW HOPEWELL, AND SOUTH KNOX ELEMENTARY SCHOOLS FOR THE 2025-2026 SCHOOL YEAR AT A COST OF $12,000.00

RESOLUTION: R-25-7-202

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 enter into an Educational Professional Services Agreement with Teach for America, Inc. for the Ignite Tutoring Program at Bonny Kate, Dogwood, Mooreland Heights, Mount Olive, New Hopewell, and South Knox Elementary Schools for the 2025-2026 school year; and

WHEREAS, the proposed Professional Services Agreement sets forth the terms and conditions under which the Ignite Tutoring Program will be conducted at the aforementioned schools; and

WHEREAS, at its regularly scheduled meeting on June 10, 2025, the Knox County Board of Education approved the Educational Professional Services Agreement with Teach for America, Inc. at a cost of $12,000.00.

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

The Educational Professional Services Agreement with Teach for America, Inc. for the Ignite Tutoring Program at Bonny Kate, Dogwood, Mooreland Heights, Mount Olive, New Hopewell, and South Knox Elementary Schools for the 2025-2026 school year 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 Educational Professional Services Agreement with Teach for America, Inc. for the Ignite Tutoring Program at Bonny Kate, Dogwood, Mooreland Heights, Mount Olive, New Hopewell, and South Knox Elementary Schools for the 2025-2026 school year 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

TEACH FOR AMERICA EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT for IGNITE TUTORING PROGRAM

This educational professional services agreement ("Agreement") is dated June 18th, 2025 and is entered into between TEACH FOR AMERICA, INC., a non-profit with a regional office located at 123 E 7th St #302, Chattanooga, TN 37402 and Knox County Schools, ("School Partner") (each individually "a Party" and collectively "the Parties").

RECITALS

WHEREAS, Teach For America-Ignite, a core program of Teach For America, ("Teach For America" or "Ignite") supports and accelerates student academic learning through virtual high-dosage tutoring leveraging research-based best practices as defined by the National Student Support Accelerator. Ignite recruits, selects, and trains individuals committed to enhancing student achievement by serving as tutors in classrooms across the United States.

WHEREAS, Knox County Schools seeks to support student learning and development in the classroom.

NOW THEREFORE, School Partner and Ignite agree to be bound by the terms and conditions of this Agreement.

AGREEMENT

I. FELLOW RECRUITMENT, SELECTION AND PLACEMENT:

Teach For America - Ignite Responsibilities:

A. Ignite Fellow Recruitment and Selection.

Teach For America–Ignite will recruit, select, and present to the School Partner for placement Ignite tutors ("Fellows") with a broad range of academic majors and diverse

backgrounds from Colleges and Universities across the United States. After a rigorous selection process, these individuals are selected to join the Ignite Program and are placed to tutor with Partners. After placement, Fellows will lead small group learning with student groups in a virtual setting.

B. Background Checks. Prior to placement as a fellow, Ignite, in partnership with a leading background check vendor, shall facilitate a screening process for all individual Ignite fellows. Ignite commits that its screening process shall include, but is not limited to, background checks including Social Security Number, County Criminal Records, National Sex Offender and National Criminal Database searches. Ignite fellows must successfully clear each background check prior to tutoring any student with a School Partner. (See Attachment 1 incorporated herein). Background checks shall comply with T.C.A. § 49-5-413. (80)

C. Training and Ongoing Support. Ignite commits to providing comprehensive live and asynchronous training in advance of placement with the School Partner. Said training topics shall include professional expectations, tutoring pedagogy and fostering belonging and engagement. In addition, Ignite will provide fellows access to resources, continued guidance, and collaboration spaces for the purpose of ensuring that the Ignite fellows are equipped to support academic goals for students.

School Partner Responsibilities

A. Placement of Fellows. School Partner agrees to place fellows identified by Ignite and assign them to lead small group learning with 2-3 students on an agreed upon schedule.

II. PROGRAMMATIC ENGAGEMENT

Teach For America-Ignite Responsibilities

A. Ignite Site Leader. Ignite will engage School Partner's Ignite Site Leader, a school-based employee, to support the Ignite programmatic integration and support of fellows at the school site.

i. Ignite commits to training and supporting the Ignite Site Leader, including providing them with comprehensive asynchronous and live training, access to collaboration spaces and resources to implement school-based curricula for the Ignite program.

ii. In addition, Ignite will provide individualized guidance to Site Leaders to enable them to meet the responsibilities identified in the Ignite Site Leader Agreement.

iii. Ignite Site Leaders shall receive a financial award as outlined in said Agreement.

B. Programmatic Support. Ignite shall work with the School Partner to develop and implement a customized vision for impact and strategy that accelerates learning goals identified by the school.

i. Ignite shall provide training, guidance, resources, and support to the Ignite Site Leader in customizing school-based curriculum and assessments for tutoring sessions in alignment with the school's learning objectives and goals.

ii. Ignite will provide training, guidance, resources, and support the Ignite Site Leader in planning and implementing program logistics that work with the school partner's schedule, staffing model, and space.

iii. Ignite will provide an interactive virtual learning platform for tutoring sessions with students to maximize student outcomes and streamline program integration.

iv. Ignite will provide pre- and post-surveys for Ignite Site Leaders, Ignite fellows and students to understand programmatic impact to student achievement and inform program improvements.

School Partner Responsibilities

A. Ignite Site Leader and Staffing.

i. School Partner agrees to identify school-based staff for engagement as Ignite Site Leader(s) to partner with Ignite for implementation of the Ignite program at the school's site.

1. Ignite Site Leaders will be the primary liaison with the Teach For America-Ignite Fellowship team.
2. Ignite Site Leaders will work virtually with a designated number of fellows <no less than 10 per semester> with the responsibility of providing fellows with program lesson plans and materials.
3. Ignite Site Leaders shall be responsible for finalizing student rosters for tutoring each semester and ensuring that students and parents have updated consents and required documentation, when applicable.
4. Ignite Site Leaders shall be a full-time employee of School Partner and nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Ignite and any individual Ignite Site Leader.

ii. The principal/school leader commits to meeting with Teach For America-Ignite staff and the Ignite Site Leader(s) for evaluative conversations and review on Ignite programmatic implementation and student outcomes.

iii. The School Partner site shall have identified staff to support students' technological and logistical needs during tutoring sessions; as well as staff to manage technology set-up and/or other technology needs.

B. Programming. School Partner commits to working with Teach For America Ignite to determine the strategic academic focus area for high-impact tutoring with students during the semester.

As part of the program structure to enable effective engagement School Partner shall:

i. Scheduling: During the school day; provide a consistent weekly schedule at least three (3) days per week; sessions allotting 30-60 minutes for a total duration of at least two hours of tutoring per week.

ii. Students: Identify and select a group of student participants, and match Ignite fellows to student groups of 2-3 students (minimum of 2 students) partnered with each Ignite fellow.

iii. Technical Equipment: Ensure access to individual electronic devices for each student participant as well as strong internet connection for students and fellow interaction. In addition, provide students with workable headphones and microphones for connection to electronic devices.

iv. Space: Provide a relatively quiet space for students to engage in virtual Ignite sessions.

II. DATA SHARING ACKNOWLEDGEMENT

Data Sharing Acknowledgement

In its partnership with the Ignite program, School Partner/District will disclose to Teach For America student-related records and personally identifiable information contained in such records (collectively, "Student Records"). Such data shall be shared to further support student achievement in the program and to understand Ignite Fellowship impact for students.

Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time ("FERPA"), in the course of providing programming, Teach For America has a legitimate educational interest in the Student Records disclosed to Teach For America, pursuant to 34 CFR §99.31(a)(1).

A. Teach For America agrees to comply with applicable provisions of FERPA, including but not limited to use, maintain and redisclose Student Records only in accordance with the requirements of FERPA, as permitted by this Agreement for the purposes for which such disclosure was authorized and/or otherwise authorized by the School District or by law. The student data shall be used only for conducting studies and to assist with the design, evaluation, delivery, and instruction; assisting in the services or functions for which School Partner would otherwise use their employees. Further, if applicable, Teach For America agrees to use, maintain, and redisclose Student Records as otherwise authorized and in compliance with the student data privacy requirements contained in the Data Sharing Agreement, incorporated hereto and attached as **<Addendum A>** to this Agreement and only for the purposes for which such disclosure was authorized.

Student Records include but are not limited to:

i. District or school-assigned Student ID number
ii. Student email addresses
iii. Student grade level and Ignite subject area
iv. Interim Assessment Data (Beginning of Year, Mid-Year, End of Year) (including growth goals/targets, grade level equivalency, mastery, percentile rank, or other scales available).

B. Teach For America may re-disclose Student Records to third parties pursuant to Teach For America's provision of the professional development and data services storage/platform as provided in 34 C.F.R. §99.33(b), provided that Teach For America shall, in advance, provide the names of such parties and a brief description of such parties' legitimate educational interest in receiving such information.

C. School Partner/District authorizes and supports Teach For America and Ignite Site Leader(s) to administer two student surveys (pre- and post-) each semester to all students participating in the Ignite program ("Ignite Student Survey Data").

i. Ignite Site Leader(s) will receive a unique link or access code for student survey administration through the Qualtrics Survey Administration Tool, or other applicable survey tool; links and/or individual access codes will be shared with students and responses will be kept confidential and stored on secure servers.
ii. Access to Ignite Student Survey Data will be limited solely to Teach For America staff members, Ignite Site Leader(s) and school leaders for ongoing program improvement and development.
iii. No identifiable student information will be reported and all data will be reported in the aggregate.
iv. Teach For America agrees that the Ignite Student Survey Data may not be loaned, used or otherwise conveyed to anyone other than internal staff and current and future Ignite Site Leader(s), unless otherwise agreed to by the Parties.

D. Consistent with FERPA, the School Partner agrees that Teach For America may retain and use aggregate, de-identified Student Record Data and aggregate, de-identified Ignite Student Survey Data (collectively, the "Aggregate Student Data") to drive programmatic impact, including but not limited to, developing training; improvement of services;

sharing programmatic impact, and other identified program strategies ("Additional Uses"). Teach For America will not externally share or publish conclusions from any analyses that identify the School Partner without the prior consent of the School Partner.

III. GENERAL PROVISIONS

A. Fees-for-Service.

i. School Partner shall pay Teach For America an agreed upon payment (as determined below) to defray expenses Teach For America incurred in recruitment, selection, onboarding, and ongoing development services. All payments for fees shall be in the form of a check delivered to Teach For America or wire transfer to an account designated by Teach For America in writing.

ii. School Partner shall pay to Teach For America a flat fee of $12,000 for the 2025-2026 academic year for implementation at the following schools: Bonny Kate Elementary, Dogwood Elementary, Mooreland Heights Elementary, Mount Olive Elementary, New Hopewell Elementary, and South Knox Elementary.

B. Non-refund. Teach For America shall have no obligation to refund to School Partner any amount paid by School Partner after the school has been invoiced for each semester.

C. Invoicing and Payment. Ignite shall invoice School Partner for all amounts due hereunder with respect to any semester within thirty (30) days of the start of the semester, provided that Teach For America's failure to timely do so, will not constitute a waiver of any of Teach For America's rights or constitute a breach by Teach For America.

D. Term. The term of this Agreement will cover all fellows with the School Partner during the 2025 - 2026 academic year(s). This Agreement will expire on the last school day of the 2025 - 2026 academic year.

E. Termination. This Agreement may be terminated as follows:

i. at any time by mutual written agreement of the Parties; or

ii. unilaterally by either party upon written notice thirty (30) days prior to the start of the semester; or

iii. by either Party upon written notice to the other Party in the event of a material breach of this Agreement that is incapable of being cured or, if capable of being cured, is not cured within thirty (30) days following receipt by the breaching Party of written notice of such breach from the non-breaching Party.

F. Survivability and Effect of Termination. In the event of the expiration or termination of this Agreement, this agreement shall become void. In addition, Sections III.G and IIII.H shall survive the expiration or termination of this Agreement indefinitely. Ignite will be entitled to all outstanding amounts due up to the date of expiration or termination.

G. Mutual Indemnification. Each Party shall indemnify and hold harmless the other party and its officers, directors, employees and agents (the " Indemnitees") from and against any and all losses, liabilities, claims, damages, costs and expenses (including attorneys' fees) ("Losses") to which such Indemnitee may become subject arising out of a breach of this Agreement by the indemnifying party, except to the extent such Losses result from the willful misconduct or gross negligence of such Indemnitee.

H. Limitation of Liability. Neither Party nor any of its officers, directors, employees or agents shall be liable to the other Party in connection to this Agreement, except for a Loss resulting from willful misconduct or gross negligence on the part of such Party; provided that in no event any such liability be in excess of the aggregate amount of the value of this Agreement. To the extent permitted by applicable state laws and

regulations, neither Party shall have any liability to the other Party with respect to Losses asserted after 6 months of the expiration or termination of this Agreement, whichever is earliest. Knox County Schools is subject to the TN GTLA at T.C.A. § 29-20-101 et seq. and does not waive any provision thereof.

I. Amendment/Modification/Extension. Any amendment, modification, extension must be in writing and signed by each Party.

J. Counterparts. This Agreement may be executed in any number of counterparts (including by electronic transmission).

K. Governing Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Tennessee.

L. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. Such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

M. Notices. Any notices to either Party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the addresses set forth below or to such other address as that Party may hereafter designate by notice.

SCHOOL PARTNER

Name:	Dr. Christine Pope
Title:	Curriculum Specialist: Tutoring
Address:	400 W Summit Hill Dr SW, Knoxville, TN 37902
Email:	christine.pope@knoxschools.org

	TEACH FOR AMERICA - IGNITE		**With an electronic copy to:**
Name:	Adrian Trejo	Name:	TFA Legal Affairs
Title:	Senior Managing Director, Programs & Partnerships	Email:	LegalAffairs@teachforamerica.org **Send only notices related to breach of contract and indemnity.*
Address:	123 E 7th St #302, Chattanooga, TN 37402		
Email:	adrian.trejo@teachforamerica.org		

N. Authority. This Agreement supersedes all communications between the parties related to the subject matter of this Agreement.

IN WITNESS WHEREOF, each of School Partner and Teach For America-Ignite has caused its duly authorized representative to sign this Agreement in the space provided below.

Knox County Schools		**Teach For America, Inc.**	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of July, 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 #: 25-441

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 6/23/2025

ATTACHMENT A

Background Check Type and Descriptions.

Ignite Fellows must successfully clear each background check to begin tutoring students.

Background Check Type	**Check Description**
Social Security Number Search	A Social Security number (SSN) trace searches databases, such as from banks, utilities, and schools, for a name and SSN. The search returns information about potential names, aliases, and addresses for the SSN, compiled from credit and banking history. The search determines the state and approximate year the SSN was issued, detects if the SSN is known to be false based on its format, and acts as pointers to other possible records.
County Criminal Records Search	County criminal record searches conducted in all counties of residence for the Ignite Fellow in the past seven years. County courts can include the following record types: every adjudicated trial, felony, infraction, misdemeanor, and other violations.
National Sex Offender Registry Search	Searches sex offender registries from every US state, the District of Columbia, and tribal territories. The sex offender registry search includes all public registries nationwide. Search results include offenses and personally identifying information, such as birth date. The search confirms results using national and state sources, including the National Sex Offender Public Website (NSOPW, the Department of Justice).
National Criminal Search	A national criminal search checks thousands of national databases and millions of records to find records that might have more detailed information and to determine where to search for criminal records. If a national criminal search identifies potential records, an automatic criminal search in relevant counties is initiated and completed.
Global Watchlist Search	Search a comprehensive network of domestic and international government watchlists for industry bans, such as healthcare and finance, and criminal history.

ADDENDUM A:
DATA SHARING AGREEMENT

Knox County Schools and Teach For America, Inc. Data Sharing Agreement

This Data Sharing Agreement ("DSA"), effective on the date of execution by the last signing Party (the "Effective Date"), is made and entered into by and between Teach For America, Inc. ("Teach For America," or "Recipient"), and the **Knox County Schools** ("Partner"), (each a "Party" and collectively, the "Parties").

WHEREAS, the Partner and Teach For America entered into an Agreement effective June 18, 2025 whereby Teach For America agreed to recruit, select, train and provide ongoing professional development to individuals committed to address the gap in academic opportunity by serving as effective educators, which may include, but is not limited to Teach For America Ignite Fellows, Corps Members, alumni, and fellows ("Participants"), specifically equipped to enhance student achievement in under-resourced school systems.

WHEREAS, Teach For America desires to use the Partner Data, defined below, to track the growth and achievement of students served by Participants supported by Teach For America. Teach For America seeks to measure the performance of these Participants within their contexts in order to provide: tailored support and professional development programming for these Participants, evaluations and evolutions of our model for selecting new Participants into programming, and support Partner in improving educator development, effectiveness and student outcomes. Teach For America also seeks to use summative data to report to its constituents (funders, community partners, board members) regarding programmatic efficacy and growth. As such, under 34 CFR 99.31(a) Teach For America has a legitimate educational interest in accessing and using, and (b) Partner may share with Teach For America, the Partner Data described herein;

WHEREAS, The Parties wish to enter into this DSA, which sets forth the terms under which the Parties will share the Partner and Teach For America data consistent with appropriate confidentiality obligations and applicable laws;

NOW THEREFORE, The Parties agree as follows:

1. Definitions

    a. "Breach" will mean any actual or reasonably suspected unauthorized access,

acquisition, use, disclosure, loss, modification, destruction, or inability to account for Partner Data.

b. "Student Record Data" means and refers to the data described more fully in **Appendix A** that Partner provides to Teach For America in connection with this DSA.

c. "Ignite Student Survey Data" means and refers to student survey data collected through the Qualtrics survey administration platform from students participating in the Ignite program as described more fully in **Appendix B**.

d. "Pencil Spaces" refers to the virtual learning platform utilized for Ignite tutoring as described more fully in **Appendix C,** while "Pencil Spaces Data" refers to all data contained therein.

e. "Partner Data" collectively refers to Student Record Data, Ignite Student Survey Data, and Pencils Spaces Data, referenced above.

f. "Aggregate Partner Data" collectively refers to de-identified Partner Data aggregated with counts of no less than 5.

g. "FERPA" means and refers to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and implementing regulations set forth in 34 CFR Part 99.

h. "PPRA" means and refers to the Protection of Pupil Rights Amendment, 20 U.S.C. § 1232h and implementing regulations set forth in 34 CFR Part 98.

i. "Personal Data" means and refers to any information that identifies or that can reasonably be used to identify a specific individual, including but not limited to any information that meets the definition of "Personally Identifiable Information" set forth in 34 C.F.R. § 99.3

j. "Privacy and Security Laws" means and refers to (i) all applicable U.S. federal, state, and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective

relating in any way to privacy, confidentiality, security, or breach notification of Personal Data, including but not limited to FERPA and (ii) all applicable industry standards concerning privacy, data protection, confidentiality or information security.

2. Description of Data Access, Exchange and Use

a. Pursuant to Partner's obligations under FERPA, and its implementing regulations as may be amended, Partner agrees that Teach For America performs an institutional service. Specifically, due to Partner's provision of Teach For America services, such as tailored support and professional development programming for these Participants, and the associated evaluation and evolution of programming offered to Participants and the Partner, Partner agrees that

Teach For America is a school official with legitimate educational interest in the disclosed Partner Data.

b. Partner further agrees as follows:

i. Student Record Data. Partner will provide the Student Record Data described in **Appendix A** to Teach For America in a form, format, frequency, and security feature mutually agreed by the Parties and laid forth in **Appendix A**.

ii. Ignite Student Survey Data. Ignite Site Leaders will receive a link and unique student access codes for student survey administration through the Qualtrics survey tool or another secure survey administration tool; individual access codes will be shared with students and responses will be kept confidential and stored on secure servers. Survey data will be collected in a form, format, frequency, and security feature mutually agreed by the Parties and laid forth in **Appendix B.**

iii. Pencil Spaces and Pencil Spaces Data. Ignite Site Leaders, Participants, and students will receive unique logins for Pencil Learning Technologies, Inc's Pencil Spaces web-based platform associated with their school email address. Emails, logins, names, and all associated data from utilizing the platform will be stored on secure servers. Only Pencil Learning Technologies staff and agents necessary for software administration will have access to student, Ignite Site Leader, and fellow information as described in **Appendix C**.

iv. Aggregate Partner Data. Consistent with FERPA, Partner agrees that Teach For America will retain and use Aggregate Partner Data to drive programmatic impact, including but not limited to developing training; improvement of services; externally sharing learnings of programmatic impact at scale, and other program strategies ("Additional Uses"). Partner also agrees that Aggregate Partner Data may be re-disclosed to research institutions which support Teach For America in conducting deeper research studies ("Research Uses") and may be used with other 3rd party tools ("Additional Tools") to further improve Teach For America's program services.

v. Teach For America may obtain additional data, use of data, or use of 3rd party data tools, surveys or systems, that collect or utilize FERPA-protected data, via submitting written notices, to Partner at any time, which detail the names of such parties and a brief description of such parties' legitimate educational interest in receiving such information, and an opt-out function. For the avoidance of doubt, this form of notice does not entail nor require a written contract amendment; nor does this notification apply

to the use of Aggregate Partner Data. If Partner agrees to provide such data or to an additional use of FERPA-protected data, all terms of this agreement apply to the additional data, use of data or use of 3rd party tools. This includes ongoing data for subsequent cohort years, in which Teach For America and Partner have entered a PSA, after this original DSA is signed.

c. Teach For America agrees as follows:

i. Access to Student Record Data at the individual student level will be limited solely to appropriate Teach For America, staff and contractors. Teach For America staff will acknowledge and sign the Teach For America Information Confidentiality and Security Policy ("ICSP"). The ICSP provides guidance on processes and procedures related to the access, use, sharing, storing, and disposal of Personally Identifiable Information (PII) and student record data as outlined in the Family Educational Rights and Privacy Act (FERPA) and the PPRA.

ii. Access to student-level Ignite Student Survey Data will be limited solely to Teach For America Participants, staff members, contractors, Ignite Site Leaders and school leaders for ongoing program improvement and development.

iii. Access to Pencil Spaces Data will be limited solely to Teach for America Participants, staff members, contractors, Ignite Site Leaders and school leaders for tutoring administration, ongoing coaching and development of Participants, and program improvement.

iv. No student identifiable information in the Partner Data will be reported externally; all data will be reported in the aggregate (with groups not less than 5). Partner Data may not be loaned or otherwise conveyed to anyone other than staff, current and future Participants, and contractors using software services to securely house and host this data. Contractors accessing Partner Data will sign agreements that include confidentiality provisions and be bound to the applicable process and procedures related to access, use, sharing, storing and disposal of PII and student record data as outlined in FERPA and PPRA as appropriate.

v. <u>Aggregate Partner Data; Additional Uses</u>.

1. Aggregate Partner Data will be used to drive programmatic impact and improvement through various Additional Uses, Research Uses

and through the use of Additional Tools. Teach For America will not share Aggregate Partner Data for student cohorts less than five (5). For the avoidance of doubt, Partner Data will only be used for the solely for the purposes agreed upon by the parties.

2. Teach For America may externally share de-identified and aggregate analyses and conclusions that do not identify students or the Partner. Teach For America will not externally share or publish conclusions from any analyses that identifies the Partner, without the prior consent of Partner.
3. Based on Partner's request, Teach For America agrees to share any findings from its analyses and/or aggregate reports with Partner.

3. **DUTIES**

a. The Partner will perform the following duties:

i. Provide data for the purposes of this Agreement in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232g and 34 C.F.R, section 99, and related Tennessee Education Code provisions.

ii. Provide Teach For America with information security specifications required to transmit pupil record information electronically in the form, format, frequency, and security features laid out in **Appendix A**.

iii. Pursuant to Partner's obligations under FERPA and the PPRA, Partner authorizes Teach For America and Participants, by execution of this Agreement, to administer Ignite student surveys to students in Participant classrooms or those engaging in Teach For America programming in the form, format, frequency and security features laid out in **Appendix B**.

iv. Authorizes Teach For America to enter emails and names of students participating in Ignite tutoring into the Pencil Spaces web-based software for rostering and tutoring administration. Authorizes Teach For America's Participants to record instruction in in-person or virtual spaces for review of instructional technique.

v. Partner specifically names Teach For America as an approved affiliate or partner and third-party beneficiary of the Partner with regard to all parental permission/releases previously signed by students and/or parents, especially as they relate to the collection of survey data, video and audio recording data from/of students. Further, if required by FERPA, the PPRA or state law, Partner will provide reasonable

updated notices to parents, or students of appropriate age, related to surveys, video or audio recordings, obtain consent for same, and/or offer an opportunity for parents, or students of appropriate age, to opt-out of participating in said surveys, video or audio recordings.

b. Teach For America will perform the following duties:
   i. Comply with all FERPA and PPRA, and State Department of Education Law Provisions, including the following:
      1. Teach For America further agrees not to share Partner Data received under this DSA in ways not outlined herein. Teach For America agrees to allow Partner access to any relevant Teach For America records for purposes of completing authorized audits.
      2. Require all staff members, contractors and agents to comply with applicable provisions of FERPA, and PPRA and State Department of Education Law with respect to the data shared under this Agreement.
      3. Maintain data in a secure computer environment; maintain reasonable security procedures and practices appropriate to the nature of the covered information, and protect that information from unauthorized access, destruction, use, modification or disclosure.
      4. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this agreement.
      5. Not disclose any Partner Data obtained under this agreement in a manner that could identify an individual student to any other entity in published results of data use authorized by this agreement.
      6. Use data in a manner that does not permit personal identification of parents and students by anyone other than representatives of Teach For America authorized by this Agreement with legitimate educational interests for purposes of this Agreement.
      7. Destroy all personally identifiable Partner Data obtained under this agreement when it is no longer needed for the purpose for which it was obtained. After creating and verifying the final merged data set, all personally identifiable data shall be destroyed in compliance with 34 CFR Section 99.31 (a) (6). Teach For America agrees to require all staff members, contractors, or agents to comply with this provision. Consistent with FERPA, Teach For America will retain a de-identified data set to conduct future analyses to support further program improvement via the

Additional Uses, Research Uses and Additional Tools.

ii. Partner may require Teach For America to provide documentation of Teach For America's information security specifications prior to data transmittal.

iii. Teach For America shall designate an authorized representative able to request data under this agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received, including confirmation of the completion of any projects and the return or destruction of data. Partner or its agents may, upon request, review said records.

iv. In the event of a Breach, Teach For America shall notify the Partner in accordance with FERPA and/or any applicable state law or regulation without unreasonable delay. Teach For America shall also cooperate with the Partner with regard to management and response of any such Breach.

APPENDIX A:

DATA ELEMENTS, FORM, FORMAT, FREQUENCY, AND SECURITY FEATURES

Data Elements

Partner will, to the fullest extent possible, include the following data and specified variables in the Partner Data sets provided to Teach For America (limited only by what is available through the method of access);

1. The following program participant and school data and variables are essential to Teach For America's data request:
    a. district, district NCES code, school, school NCES code
    b. tutoring subject
    c. interim assessment(s) administered

2. The following student data and variables are essential to Teach For America's data request:
    a. interim assessment scores (BOY, MY, EOY) (all scores including growth goals/targets, grade level equivalency, scale scores, percentile rank, or other scales available)
    b. test subject
    c. test year
    d. Student ID number
    e. grade level

3. The following aggregate data are essential to Teach For America's data request:
    a. Partner average scores for all interim assessment tested grades and subjects (all scores including growth goals/targets, grade level equivalency, mastery, percentile rank, or other scales available)

Data Security

Teach For America employs a number of strategies to secure data and limit unnecessary access during transfer, storage, and processing. We encrypt data in transfer as well as at rest when it is being stored in a data repository. For our internal data storage, we change encryption keys on a regular basis to avoid stale credentials and unwanted legacy access. Data is regularly obfuscated for analytics and reporting purposes. We use best practices for data isolation, including limiting accounts for vendors who push data to our systems and centralized oversight of user accounts

for external systems when we need to pull the data ourselves. We use a "least privilege granted" model for access to internal systems, employing multi- factor authentication where feasible, and monitor access across these systems with auditable logs. Additionally, we have blanket data privacy training for all staff that covers key elements of working with PII, sensitive data, and student data.

Teach For America shall also have a written incident response plan, which shall include but is not limited to, prompt notification to Partner in the event of a security or privacy incident, as well as procedures for responding to a breach of any of Partner's Data that is in Teach For America's possession. Teach For America agrees to share its incident response plan upon request.

1. APPENDIX B:

2. DESCRIPTION OF SYSTEM(S) USED IN THE TRANSFER OF PARTNER IGNITE STUDENT SURVEY DATA, FREQUENCY AND SECURITY FEATURES

Description:

This **Appendix B** shall serve as Teach For America Nashville-Chattanooga's official notification of the use of an Ignite Student Survey administered through the Qualtrics platform for professional development and organizational reporting. The Ignite Student Survey is a feedback tool designed to support program leaders in creating learning environments that positively affect what students believe about themselves as learners and the strategies they employed in programming, ultimately improving student academic performance. This program includes student surveys for grades 3-12. The survey is crucial because it will provide program and school leaders with important information on students' perceptions of Teach For America programming. Below we've outlined the various ways Teach For America Nashville-Chattanooga will utilize Ignite Student Survey data, including but not limited to:

3. Teach For America program leaders utilize data to support fellow training and development, based on evidence from student surveys, and incorporate evidence-based best practices.
4. Teach For America reports aggregate data as a key performance indicator for continuous improvement of programmatic supports.

Qualtrics Survey Platform Security Features:

1. Teach For America will administer the Ignite Student Survey to students in grades 3-12 participating in Ignite programming. The surveys will be administered using the Qualtrics Survey Administration Tool. Each Ignite Site Leader will receive a link and individual student access codes for student survey administration.
2. Student identification will be kept confidential and stored on secure servers for both outreach and survey administration. Only Teach For America staff necessary for administration of the survey will have access to student identifiers during administration.
3. Only aggregate data (for schools with at least 5 students) will be reported to Ignite Site Leaders on a password-protected basis.
4. A limited number of Teach For America staff will have access to student-level data

information through a password-protected system.

5. Qualtrics will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of personally identifiable information (PII). Qualtrics will: (i) use reasonable efforts to secure physical premises where PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Qualtricsto perform its obligations.

APPENDIX C:
PENCIL SPACES TECHNOLOGY

Pencil Spaces Description

This Appendix C shall serve as Teach For America's official notification of the use of the Pencil Learning Technologies, Inc's Pencil Spaces web-based software for Ignite tutoring administration, including rostering, attendance, student/tutor messaging, and virtual classroom hosting. The Pencils Spaces software is a virtual platform designed specifically for virtual instruction with students. Participants and students will log in to the Pencil Spaces platform, conduct tutoring using a video call in the space, and be able to use the virtual whiteboard and various learning tools provided in the platform. The following student data will be collected and stored through the Pencil Spaces software:

1. Local student ID
2. Student name (for attendance purposes)
3. Student email address (for log-in purposes)
4. Student grade (rostering purposes)
5. Student messages sent & received
6. Tutoring session attendance
7. Video and audio recordings of sessions including students

Pencil Spaces Security Features

1. Pencil Learning Technologies, Inc. will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of personally identifiable information (PII). This includes protection against any reasonably anticipated threats or hazards to the security or integrity of such records.
2. Pencil Learning Technologies, Inc. will limit access to educational records to individuals employed by or working with Pencil Learning Technologies, Inc. who have a legitimate educational interest and are authorized under FERPA.
3. Pencil Learning Technologies, Inc. shall implement reasonable procedures to control access and maintain the confidentiality of Educational Records.

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

The attached MOU continues and expands our current agreement for tutoring services with Teach for America (TFA). The proposed agreement would grow tutoring from 2 elementary schools to 6. The 6 schools are part of the South-Doyle Middle School feeder pattern and would include Bonny Kate, Dogwood, Mooreland Heights, Mount Olive, New Hopewell, and South Knox Elementary. Tutoring would occur during the core extension block of the school day for select 5th grade students in the subject of math. Each school will have a teacher assigned as the site coordinator who will be responsible for providing tutoring lessons and monitoring of tutoring sessions. Knox County Schools will contribute $12,000, with the remaining funds coming from TFA contributions.

Cost to Knox County Schools

12,000

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-17485 **R-25-7-203**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving ACT Test Terms and Conditions with ACT Education Corporation for administration of the PreACT for 8th, 9th, and 10th grade students during the 2025-2026 school year at a cost of $17.50 per student.
(Schools)

Attachments

Resolution

Terms and Conditions

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING ACT TEST TERMS AND CONDITIONS WITH ACT EDUCATION CORPORATION FOR ADMINISTRATION OF THE PREACT FOR 8TH, 9TH AND 10TH GRADE STUDENTS DURING THE 2025-2026 SCHOOL YEAR AT A COST OF $17.50 PER STUDENT.

RESOLUTION: **R-25-7-203**

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 provide for the administration of the PreACT for students in 8th, 9th, and 10th grade during the 2025-2026 school year; and

WHEREAS, it is necessary to approve the ACT Test Terms and Conditions with ACT Education Corporation for the administration of PreAct assessments and services; and

WHEREAS, at its regularly scheduled meeting on July 10, 2025, the Knox County Board of Education approved the ACT Test Terms and Conditions for administration of the PreACT during the 2025-2026 school year at a cost of $17.50 per student.

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

The ACT Terms and Conditions with ACT Education Corporation for administration of the PreACT for 8th, 9th, and 10th grade students during the 2025-2026 school year 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 ACT Terms and Conditions with ACT Education Corporation for administration of the PreACT for 8th, 9th, and 10th grade students during the 2025-2026 school year 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

ACT®

Terms and Conditions

THESE TERMS AND CONDITIONS GOVERN YOUR USE OF ACT ASSESSMENTS, PRODUCTS, AND SERVICES. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS. BY CLICKING THE "ENROLL" BOX YOU ARE AGREEING THAT THESE TERMS WILL APPLY TO YOUR ACCESS OR USE OF ACT ASSESSMENTS AND SERVICES. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, DO NOT CLICK ENROLL OR ORDER ACT ASSESSMENTS, PRODUCTS, OR SERVICES.

These terms and conditions are a binding legal Agreement ("Agreement") between ACT Education Corp. ("ACT"), a Delaware corporation and wholly owned indirect subsidiary of Gateway Impact Corp., a Delaware public benefit corporation, having a principal place of business at 500 ACT Drive, Iowa City, IA 52243 and you, the customer ("Customer") enrolling, placing an order, and using the ACT assessments, products, and services, including test administration, scoring, and reporting services (as applicable, "Assessments," "Products," and "Services").

1. Term. This Agreement shall commence on the date Customer enrolls and accepts these terms and conditions for the Assessments, Products, and Services and shall remain in effect for the period of time indicated on Customer's enrollment form (the "Enrollment Form").

2. Payment and Invoicing Terms. Customer agrees to pay ACT the amounts set forth in the Enrollment Form. Standard pricing and rates are available on ACT's website at https://site.act.org/preact-assessments-enrollment ("Website") for the delivery of Assessments, Products, and/or Services selected by Customer. Customer will be charged for the total number of paper answer documents processed and online assessments launched. The Customer will be charged for each assessment if an examinee starts an assessment regardless of whether the assessment is completed in full. If an examinee starts any one of the sub-tests within an assessment, the unit price for the entire battery of the sub-tests within the assessment will be charged to Customer, regardless of whether the entire battery is completed. The quantity and total cost provided in the Enrollment Form are estimates and for planning purposes only. Customer will be invoiced for the Assessments, Products, and Services provided upon the conclusion of testing, or on the invoicing frequency identified in herein. Customer shall make all payments within thirty (30) days of receipt of an invoice from ACT. Customer will pay a service fee of one percent (1%) per month, or the maximum rate allowed by law, whichever is less, on any fees not paid when due under this Agreement. All invoices shall be sent to the billing address provided by Customer. Customer shall be responsible for any sales, use, or other taxes due as a result of any fees paid to ACT under this Agreement, unless Customer is exempt from tax as evidenced by a valid tax exemption certificate provided to ACT. Customer shall promptly provide ACT with Customer required purchase order, as applicable, prior to the scheduled delivery of Assessments, Products, and/or Services. Any terms that are contained in any Customer purchase order which are inconsistent with, different from, or supplemental to the terms of this Agreement shall be void and

of no force or effect. ACT reserves the right to discontinue access to the electronic systems for Assessments, Products, and Services if payments are delinquent. ACT has no obligation to re-issue invoices, provide credits, or issue refunds.

3. Grant and Scope of License. Subject to the terms and conditions of this Agreement, ACT hereby grants to Customer a revocable, non-exclusive and non-transferable license during the Term of the Agreement to: (a) access the Assessments, Products, and/or Services, as applicable, solely for the purpose of assessing the authorized examinees, (b) administer the Assessments, Products, and/or Services to the authorized examinees and students, and (c) use any ACT Materials presented to Customer by ACT pursuant to this Agreement, including but not limited to Assessments, Products, and/or Services and other materials as described herein in connection with an authorized use of the Assessments, Products, and/or Services. Customer may administer the Assessments, Products, and/or Services, as applicable, provided Customer abides by the terms and conditions set forth in this Agreement.

4. U.S. Government Licenses. The online components of the Assessments, Products, and Services are "commercial items," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Assessments, and Services with only those rights set forth herein.

5. Ownership of Materials. ACT owns or has license for the Assessments, Products, and Services, including but not limited to, the skill definitions on which assessments are based; paper-based or online assessment documents, paper-based or online testing materials; test questions, answer choice; administration and registration materials; publications; data; text, images, graphics, button icons, illustrations, photographs, audio clips, music, sounds, pictures, videos; software, code; look-and-feel, design, layout, organization, presentation, user interface, navigation, trade dress, and stylistic convention thereof or contained therein; the score resulting from an assessment; reports; documentation; training materials, course materials; related materials; and all intellectual property rights therein, including any and all derivatives or modifications thereof (collectively included within "ACT Materials"). ACT owns copyrights in the ACT Materials. The ACT Materials are licensed on a limited, revocable, non-exclusive and non-sublicensable manner, not sold to Customer. Except as expressly granted in this Agreement, Customer does not acquire any right, title, or interest in or to the ACT Materials. Customer shall not and shall not assist or permit any third party to (a) use the ACT Materials for any purpose other than as expressly permitted, (b) assign, license, sell, loan, lease, or otherwise transfer the ACT Materials in whole or in part, (c) authorize or allow a third party to use, sell, loan or lease the ACT Materials, (d) copy, reproduce, distribute, email, post, scan, make available, display publicly, transfer, sell, modify, enhance, reverse engineer, decompile, disassemble, make derivative works from, remove information from or make any addition to the ACT Materials, in whole or in part, or allow anyone else to do so, except as permitted in writing by ACT, (e) seek to register or protect, anywhere in the world, the ACT Materials (or seek to register or protect any designation confusingly similar to the ACT Materials), (f) challenge ACT's ownership in or the validity of the ACT Materials, (g) store the ACT Materials in any location other than a Customer-controlled location, or (h) retain excess paper test booklets after administration of a secure assessment. Customer shall promptly notify ACT, in

writing, of any known, threatened, or suspected infringement or unauthorized use of the ACT Materials by any third party. Customer's rights to the ACT Materials expressly terminate upon the termination of this Agreement. Customer may not sell, provide access to, or otherwise transfer the ACT Materials to any other person, provided however that Customer may provide the Assessments, Products, and Services to its designated personnel, participating testing sites ("Participating Testing Sites"), and examinees solely for testing and interpretation purposes consistent with the terms of this Agreement and any related agreement for the use of the Assessments, Products, and/or Services.

6. Confidentiality. Customer agrees that neither it nor its employees, representatives, or agents shall at any time during or following the Term of the Agreement, either directly or indirectly, publish, display or otherwise disclose to any person, organization, or entity in any manner whatsoever any ACT Materials, except as strictly necessary for Customer to use the ACT Materials as part of the Assessments, Products, and/or Services provided hereunder. Customer shall protect the ACT Materials in accordance with ACT's policies and procedures and using a standard of care appropriate for secure test materials, but in no event less than a reasonable standard of care. All ACT Materials are and remain the property of ACT notwithstanding the subsequent termination of this Agreement. Customer shall not store and must return any unused ACT Materials (and all copies, if any) as directed by ACT and in accordance with ACT's policies and procedures. In the event Customer receives a Freedom of Information Act, public record, or open record request for any confidential information covered by this Agreement, Customer agrees to immediately notify ACT of such request in writing. Customer shall immediately notify ACT in writing in the event of any unauthorized use or disclosure of the ACT Materials and assist in remedying such unauthorized use or disclosure, as requested by ACT (which shall not limit other remedies of ACT as provided in this Agreement or by applicable law). Customer acknowledges and agrees that damages may not be adequate to compensate for the breach of this section and accordingly, Customer agrees that, in addition to any and all other remedies available, ACT is entitled to obtain relief by way of a temporary or permanent injunction to enforce the obligations described in this section.

6. Testing Procedures. Customer and its Participating Testing Sites agree to administer the Assessments in accordance with all policies and procedures established by ACT, as may be updated from time to time. Customer agrees to store ACT Materials in secure location(s) as defined and described by ACT. Customer agrees that all used and unused ACT Materials (and copies, if any) will be returned to ACT, in accordance with the policies and procedures established by ACT. In the event of a test security incident or use of the ACT Materials that conflicts with the requirements of this Agreement or ACT policies and procedures, Customer and its Participating Testing Sites agree to fully cooperate with ACT, and shall cause those individuals involved in the preparation, administration, or the return of the Assessments to fully cooperate with ACT. In the event ACT identifies testing irregularities, which may include but are not limited to the use of a compromised test form, falsification by an examinee of his or her identity, impersonation of another examinee (surrogate testing), unusual similarities in the answers of examinees at the same test center, or other indicators that the test scores may not accurately reflect the examinee's level of educational development, ACT reserves the right, in its sole and absolute discretion, to cancel all related or impacted test scores and notify Customer of that cancellation.

7. Data. The parties acknowledge and agree that ACT may use and disclose the data collected from the administration of the Assessments, Products, and Services as set forth in ACT's Privacy Policy available at www.act.org/privacy, as amended from time to time. Examinees may activate their online account after completion of the testing process and select their data privacy preferences in such account. ACT will honor the data sharing and privacy requests of such examinee.

8. Customer Required Actions. Customer is responsible for regularly reviewing the Website and administration platform to identify any changes to the schedule of events, key deadlines, and other actions required of Customer. To the extent Customer fails to complete any required actions by the key deadlines, ACT may not provide the Assessments and Services to Customer for the selected Testing Window(s).

9. Updates and Modifications. To maintain and approve the Assessments, Products, and Services, the Assessments, Products, and Services may be modified or updated from time to time at ACT's sole discretion. ACT shall make such modifications and updates available to Customer as they are developed. In the event ACT revises the Assessments, Products, and Services to offer new, optional functionalities, ACT reserves the right to charge a fee for any such new functionalities available through revised Assessments, Products, and Services, provided, however, ACT shall not charge Customer additional fees under this Agreement unless pursuant to a written agreement executed by both parties.

10. Computer Requirements, Compatible Platforms and Hardware, and System Maintenance. ACT will provide Customer with computer configuration and other requirements as applicable. Customer acknowledges and agrees that the computer configuration requirements are necessary to properly access and use the Assessments, Products, and Services and that ACT shall have no liability for matters relating to the failure to comply with these computer requirements. ACT may, in its sole discretion, revise these configuration requirements from time to time. Customer is responsible for obtaining and maintaining an appropriate operating environment with the necessary hardware, operating system software, network configurations, and other items required to use and access Assessments, Products, and Services. ACT is not responsible for any incompatibility between ACT Assessments, Products, and Services and any versions of operating systems, hardware, browsers, inadequate network configurations, or other products not specifically approved by ACT for Customer's use with the ACT Assessments, Products, and Services. Assessments, Products, and Services are subject to recurring maintenance windows, and occasionally unscheduled maintenance, during which servers may be taken offline. ACT shall not be responsible for any damages or costs incurred by Customer, if any, for such down time.

11. Username and Passwords. Access to the Assessments, Products, and/or Services shall be granted to only those Customer and Participating Testing Site staff and students that have been authorized to use the Assessments, Products, and/or Services by Customer. Each authorized staff member and examinee will be required to use a unique username and password to access the online platforms provided as part of the Assessments, Products, and Services. Staff and

examinees may not share with or otherwise divulge their password to any other person. Access to the online platform is personal to the individual authorized staff member or examinee. Customer and Participating Testing Site staff accessing the online platforms must log in using an email address having a domain affiliated with Customer or Authorized Customer Location and may not impersonate any person or entity or falsely state or otherwise misrepresent to ACT their identity or affiliation with a person or entity.

12. Use of Third Parties. In the event ACT Assessments, Products, and/or Services are administered by a third party on behalf of Customer ("Third Party"), Customer enters into this Agreement on its own behalf and on behalf of the Third Party. Customer represents and warrants that it has the authority to bind the Third Party to this Agreement and that such Third Party is hereby bound by the terms and conditions of this Agreement as if it were Customer. Customer agrees that it shall be jointly and severally liable for all obligations of the Third Party.

13. Trademarks. ACT owns trademarks including, but not limited to, "ACT," "PreACT 8/9," "PreACT," "PreACT 9 Secure," "PreACT Secure," "Mosaic by ACT," "WorkKeys," "NCRC," "National Career Readiness Certificate," and the certification marks, "Platinum," "Gold," "Silver" and "Bronze" (collectively the "Trademarks.") Except as specifically granted in this Agreement, Customer does not acquire any right, title, or interest in or to the Trademarks. The Trademarks may not be used without ACT's prior written consent, and any authorized use of the Trademarks shall be governed by ACT's Trademark Use Guidelines.

14. Limitation on Damages. ACT's liability for damages arising out of or in connection with this Agreement shall not exceed the amount Customer has paid ACT during each annual Term. In no event shall ACT be liable to Customer for special, indirect, incidental, punitive, exemplary, or consequential damages.

15. Warranty and Limitations. EXCEPT FOR WARRANTIES EXPRESSLY SET FORTH HEREIN, ACT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES REGARDING GUARANTEED UPTIME, WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE, AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. CUSTOMER SHALL HAVE THE SOLE RESPONSIBILTY FOR ASSURING THAT ITS USE OF THE ASSESSMENTS, PRODUCTS, OR SERVICES COMPLIES WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AND ALL LABOR, EMPLOYEE, OR OTHER CONTRACTS OR PRACTICES TO WHICH IT IS A PARTY.

16. Termination and Cancellation. Either party may terminate this Agreement upon written notice to the other party in the event that other party breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach. This Agreement may also be terminated without cause at any time by either party giving thirty (30) days

written notice to the other. Notwithstanding the above, if Customer fails to provide student registration information and organizational files to ACT by the deadline required by ACT, Customer's participation in the Assessments, Products, and/or Services, as applicable, will be automatically cancelled and this Agreement will be deemed terminated without further notice. Customer shall pay ACT for all Assessments, Products, and Services delivered through the date of termination. Upon termination of this Agreement for any reason, Customer shall immediately discontinue use of the ACT Materials and shall immediately return all copies of the ACT Materials in its possession. Upon the expiration or termination of this Agreement, the obligations set forth in the following provisions of the Agreement shall survive: Payment, Ownership of Materials, Confidentiality, Testing Procedures, Data, Limitation on Damages and Warranty and Limitations.

17. Force Majeure. ACT shall not be liable to Customer for any delay or failure to perform, which delay or failure is due to causes or circumstances beyond its control, including, without limitation, the actions of Customer, national emergencies, fire, flood, inclement weather, epidemics, or catastrophe, acts of God, governmental authorities, or parties not under the control of ACT, insurrection, war, riots, or failure of transportation, communication, or power supply. ACT shall exercise commercially reasonable efforts to mitigate the extent of the excusable delay or failure and its adverse consequences; provided, however, that should any such delay or failure continue for more than sixty (60) days, this Agreement may be terminated by either party upon notice to the other.

18. Assignment. This Agreement may not be assigned by Customer without the express prior written consent of ACT. No permitted assignment shall relieve Customer of its obligations under the Agreement.

19. Relationship of the Parties. The parties to this Agreement are independent contractors. Neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other.

20. No Third-Party Beneficiaries. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of the parties based upon this Agreement.

21. Severability; Headings; Governing Law. Should any provision of this agreement be held by a court to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement shall remain in full force and effect. Headings used in the Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. This Agreement shall be governed by the laws of the State of Iowa.

22. Notices. Notices under this Agreement shall be deemed to be adequate and sufficient notice if given in writing and delivered via (a) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three business days following deposit to U.S. mail; or (b) a nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one business day following delivery to such nationally recognized overnight air courier. All notices shall be sent to ACT at the following address: ACT Education Corp., 500 ACT Drive, P.O. Box 168, Iowa City, Iowa 52243-0168, Attention: General Counsel. All notices to Customer shall be sent to the address provided in the first paragraph of the Agreement.

23. Entire Agreement. This Agreement, including all incorporated Exhibits, constitutes the entire agreement between the parties with respect to the Assessments, Products, and/or Services, as applicable, and supersedes all other prior agreements and understandings, both written and oral. The terms and conditions contained in this Agreement are the only conditions applying to the delivery of the Assessments, Products, and Services. Except as may be incorporated in this Agreement, ACT expressly objects to and rejects any different or additional terms included in any request for proposal, quotation, purchase order, acknowledgment form, or other documents provided by Customer that purport to bind the parties. Certain Assessments, Products, and Services may be subject to additional or different terms and conditions as set forth below as supplemental terms and conditions. No waiver, consent, modification, or amendment to this Agreement shall be binding unless in writing and signed by both parties.

24. Customer Authorization. The Customer's named representative completing this Enrollment Form, and agreeing to the terms and conditions, represents and warrants that (a) it has the requisite authority to enter into this Agreement; and (b) the individual(s) agreeing to this Agreement on behalf of such party is (are) authorized to do so.

THESE TERMS AND CONDITIONS GOVERN YOUR USE OF ACT ASSESSMENTS, PRODUCTS, AND SERVICES. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE TERMS AND CONDITIONS. BY CLICKING THE "ENROLL" BOX YOU ARE AGREEING THAT THESE TERMS AND CONDITIONS WILL APPLY TO YOUR ACCESS OR USE OF ACT ASSESSMENTS, PRODUCTS, AND SERVICES. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, DO NOT CLICK ENROLL OR ORDER ACT ASSESSMENTS, PRODUCTS, OR SERVICES.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of July, 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 #: 25-402

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

ACT

Company Address	500 ACT Drive Iowa City, IA 52243 US	Created Date	5/29/2025
		Expiration Date	6/30/2026
		Quote Number	00005225
Prepared By	Schwann Logan	Account Name	KNOX COUNTY SCHOOLS
Phone	(319) 337-1388	Contact Name	Weston Edmonds
Email	schwann.logan@act.org	Email	weston.edmonds@knoxschools.org

Product	List Price	Quantity	Sales Price	Total Price
PREACT 8/9 ONLINE SCORING	$18.50	4,500.00	$17.50	$78,750.00
PREACT ONLINE SCORING	$18.50	4,600.00	$17.50	$80,500.00

Subtotal	$159,250.00
Grand Total	$159,250.00

This Quote is not a contract or invoice. It is provided for informational purposes only, does not constitute an offer, expires on the date set forth in the Quote, and may be reinstated after expiration only by written confirmation of ACT Education Corp. Stenographic and clerical errors are subject to correction. Any order or purchase of the products or services set forth in this Quote shall be subject to execution of a written agreement between ACT Education Corp. and Customer. Any terms proposed by Customer in response to this Quote are rejected unless otherwise set forth in the written agreement between the parties.

Customer will be charged applicable state and local sales taxes where required. If you are exempt from sales tax, appropriate documentation

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

PreACT quote for Knox County Schools. This quote covers the online PreACT for 8/9 and the online PreACT for 10th graders.

Cost to Knox County Schools

9,100 online PreACT tests @$17.50 each = $159,250.00

Description and Type of Funding Source

Budgeted item for the 2025-2026 academic year.

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

RLA-17486 **R-25-7-204**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the use of State of Tennessee NASPO Cloud Solutions Contract 67955 with Carahsoft Technology Corporation for purchase of user licenses for Salesforce Education Cloud Unlimited Education, professional services for training, and support for partner management for the 865 Academies at a cost of $62,803.55.
(Schools)

Attachments

Resolution

Contract

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING THE USE OF STATE OF TENNESSEE NASPO CLOUD SOLUTIONS CONTRACT 67955 WITH CARAHSOFT TECHNOLOGY CORPORATION FOR PURCHASE OF USER LICENSES FOR SALESFORCE EDUCATION CLOUD UNLIMITED EDUCATION, PROFESSIONAL SERVICES FOR TRAINING, AND SUPPORT FOR PARTNER MANAGEMENT FOR THE 865 ACADEMIES AT A COST OF $62,803.55.

RESOLUTION: R-25-7-204

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 use State of Tennessee NASPO Cloud Solutions Contract 67955 with Carahsoft Technology Corporation for the purchase of user licenses for Salesforce Education Cloud Unlimited Education, professional services for training, and support for partner management for the 865 Academies; and

WHEREAS, Knox County Schools desires to enter into Statements of Work with Carahsoft Technology Corporation for this purpose at a cost of $62,803.55; and

WHEREAS, at its regularly scheduled meeting on July 10, 2025, the Knox County Board of Education approved the use of State of Tennessee NASPO Cloud Solutions Contract 67955 with Carahsoft Technology Corporation.

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

The Knox County Commission hereby approves the use of State of Tennessee NASPO Cloud Solutions Contract 67955 with Carahsoft Technology Corporation for the purchase of user licenses for Salesforce Education Cloud Unlimited Education, professional services for training, and support for partner management for the 865 Academies.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute the attached Statements of Work and any and all other documents which may be required for Knox County Schools to use the State of Tennessee NASPO Cloud Solutions Contract 67955 with Carahsoft Technology Corporation, 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

carahsoft

CARAHSOFT'S STATEMENT OF WORK ID: 56291199

Knox County Schools

KCS
KNOX COUNTY SCHOOLS

NASPO Cloud Solutions- TN : 67955

Carahsoft Quote #56291199

Friday
June 6, 2025

SOLUTION PROVIDED BY

ELEVATION SOLUTIONS

CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD, SUITE 100
RESTON, VA 20190

888.66.CARAH | WWW.CARAHSOFT.COM

June 6, 2025

Knox County Schools

Re: Carahsoft's Statement of Work (56291199) to Knox County Schools

Dear Knox County Schools,

Carahsoft Technology Corp. appreciates the opportunity to provide a Statement of Work to Knox County Schools. Carahsoft is proposing Elevation Solutions Professional Services which fully meets Knox County Schools' requirements. Our team has fully considered Knox County Schools' requirements, and has carefully put together a solution that will best meet your needs.

Since opening its doors in 2004, Carahsoft has successfully executed over 140,000 orders to State, Local Government, Educational entities. As a top-ranked partner, Carahsoft has delivered best value solutions to our public sector clients for over 15 years.

Please feel free to contact me directly at 571.591.6353/ashley.messner@carahsoft.com or Stephen Dickerson at 703.673.3524/stephen.dickerson@carahsoft.com with any questions or communications that will assist Knox County Schools in the evaluation of our response.

Thank you for your time and consideration.

Sincerely,

Ashley Messner

Ashley Messner
Account Representative

carahsoft.

ELEVATION SOLUTIONS

EXHIBIT B - STATEMENT OF WORK (COMPREHENSIVE CONSULTING SERVICES)

SOW ID #: 56291199
Effective Date: June 5, 2025
Requested By: Carahsoft

This Statement of Work ("**SOW**"), including any appendices, schedules, exhibits, and/or attachments is entered into as of 6/5/25 (the "**Effective Date**"), by and between Carahsoft Technology and Knox County Schools with respect to services to be performed by Elevation Solutions ("**Elevation Solutions**") related to CRM Implementation. These Services shall be provided under the provisions of this SOW, and the NASPO Cloud Solutions- TN : 67955, which, together, describe our understanding with respect to the Services.

Project Scope: Elevation Solutions shall provide the following skills to Client (the "**Services**"), which have been identified as necessary to deliver Salesforce consulting requirements and may be modified as the engagement progresses:

- Engagement Management
- Consulting & Guidance
- Salesforce Administration
- Salesforce Development
- Systems Integration
- Training & Adoption

Time Logging: Elevation Solutions shall book time to Client's project according to the following guidelines:

- Time booked in 15 minute increments
- Comprehensive consulting service hours become available upon receipt of payment

Payment Schedule: Carahsoft shall invoice Client per the table below. Unused time expires 12 months after the date of purchase and is unable to be refunded.

Hours	Rate	Amount	Invoiced	Due
40	$255.43	$10,217.20	Upon full execution of this contract	Net 30, and prior to the commencement of services agreed upon in this SOW.

Renewal: Should Client wish to purchase additional support hours, Client can choose to purchase additional comprehensive consulting hours in 20 hour increments. Renewed comprehensive consulting hours become available upon receipt of payment. Client acknowledges that this SOW is open-ended and shall remain active until termination in writing is given by either Party. There is no maximum requirement on the amount of renewals purchased under this SOW.

SOW Acceptance: Client hereby acknowledges and agrees that the terms of this Statement of Work as set forth above are acceptable. The signatories below represent and warrant to each other that each are authorized to execute this SOW on behalf of their respective companies.

CARAHSOFT TECHNOLOGY CORP. **KNOX COUNTY SCHOOLS**

By: _____

Name: _____

Title: _____

Date Signed: _____

By: _____

Name: _____

Title: _____

Date Signed: _____

carahsoft

CARAHSOFT'S STATEMENT OF WORK ID: 56291199

Knox County Schools

KCS
KNOX COUNTY SCHOOLS

NASPO Cloud Solutions- TN : 67955

Carahsoft Quote #56291199

Friday
June 6, 2025

SOLUTION PROVIDED BY

ELEVATION SOLUTIONS

CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD, SUITE 100
RESTON, VA 20190

888.66.CARAH | WWW.CARAHSOFT.COM

June 6, 2025

Knox County Schools

Re: Carahsoft's Statement of Work (56291199) to Knox County Schools

Dear Knox County Schools,

Carahsoft Technology Corp. appreciates the opportunity to provide a Statement of Work to Knox County Schools. Carahsoft is proposing Elevation Solutions Professional Services which fully meets Knox County Schools' requirements. Our team has fully considered Knox County Schools' requirements, and has carefully put together a solution that will best meet your needs.

Since opening its doors in 2004, Carahsoft has successfully executed over 140,000 orders to State, Local Government, Educational entities. As a top-ranked partner, Carahsoft has delivered best value solutions to our public sector clients for over 15 years.

Please feel free to contact me directly at 571.591.6353/ashley.messner@carahsoft.com or Stephen Dickerson at 703.673.3524/stephen.dickerson@carahsoft.com with any questions or communications that will assist Knox County Schools in the evaluation of our response.

Thank you for your time and consideration.

Sincerely,

Ashley Messner

Ashley Messner
Account Representative

carahsoft. ELEVATION SOLUTIONS

EXHIBIT B - STATEMENT OF WORK (IMPLEMENTATION)

SOW ID #: 56291199
Effective Date: June 5, 2025
Requested By: Carahsoft

This Statement of Work ("**SOW**"), including any appendices, schedules, exhibits, and/or attachments is entered into as of 6/5/25 (the "**Effective Date**"), by and between Carahsoft Technology and Knox County Schools with respect to services to be performed by Elevation Solutions ("**Elevation Solutions**") related to CRM support. These Services shall be provided under the provisions of this SOW and the NASPO Cloud Solutions- TN : 67955, which, together, describe our understanding with respect to the Services.

Understanding of Value Created:

Knox County Schools has decided to move forward with an implementation of the Salesforce CRM platform to meet the needs of the partnership departments.

The following objectives have been established for this project:

- One stable and well architected Salesforce platform that allows for flexibility and increased support with partner communications and tracking.
- Drive collaboration with Salesforce to reduce siloed spreadsheets and processes
- Provide tools needed to empower people with easy, accurate and tailored reporting and metrics for all audiences.
- Refine communications and partner experience with sustainable tools for engagement.

This Statement of Work describes the services required for successful implementation, including both the technical work and the human-focused work required for successful implementation and maximum system adoption.

Project Scope & Deliverables: Elevation Solutions will perform the following for Client (the "**Services**"):

PROJECT INTEGRITY

- Facilitation of the following meetings:
  - Project logistics meeting with Client Project Team
  - Project kickoff meeting with Client Project Team, Sponsors, End Users, and IT
  - Weekly project operations meetings with Client Project Team
  - Detailed discovery meetings
  - Monthly Sponsor check-in
- Facilitation of meetings with Salesforce and 3rd party providers
- Monitoring of Asana board for project status, collaboration, and to answer questions from client
  - Weekly status updates
- Deliverable sign-off management

DISCOVERY & DESIGN

- Discovery meetings for the following processes:
  - Partner Relationship Management
  - Communication & Messaging
- Documentation of solution design
  - Solution design review and sign-off by Client Project Team
- Iterative Build Demos
  - Demo completed build of each process
  - Collect feedback and ask clarifying questions
  - Obtain sign-off on solution for each process

CORE PLATFORM BUILD

- Delivery of the following services in order to build the solution:
  - Salesforce Configuration
    - Assumes the use of native Salesforce functionality.
    - Configuration of the following objects: Accounts, Person Accounts, Account Contact Relationships, Campaigns, and up to 3 Custom Objects
    - Salesforce Education Cloud
      - Core Platform & CRM
      - Partner Recruitment Tracking
      - Partner Management & Onboarding
      - Communications and Activity Tracking
      - Event Management
    - Salesforce Inbox Email Connector
    - Reports and Dashboards
      - 1 Dashboard and 5 reports
      - 1 hour Advisory session available for additional reports needed.
    - AppExchange Implementation & Configuration
      - FormAssembly or similar form solution (Up to 1 form, additional forms will be completed by Knox County Schools)
        - Partner Interest Form
  - System Testing
  - Deployment to Production

DATA MIGRATION & INTEGRATION

- Data Migration
  - One-Time Data Migration
    - Facilitation of data migration mapping meetings with client
    - Creation of data migration mapping documents from all external sources
    - Guidance through data cleanup and formatting process as needed (to be completed by Client)
    - Data Loading for Salesforce Objects identified under Core Platform Build
      - Files, tasks and activities are not a part of this data migration
  - Data Quality Audit View/Report Creation
    - Creation of data validation reports & views
    - Handoff of reports to client for validation and sign-off
- Integration
  - Assumes integration with student information systems or other external systems is out of scope for this SOW

TRAINING & ADOPTION

- Administrator Skill Development
  - Guidance on Best Practices
  - Education Cloud overview and advisory session
- Creation of Tailored End-User Training Guide
- End-User Training
  - Up to four hours of training
- Follow-On Training & Adoption Support
  - Facilitation of up to 1 follow-on Q&A / refresher webinars (60 min)

Time Logging: Elevation Solutions shall log time to Client's project according to the following guidelines:

- Virtual: time logged in 15 minute increments
- Onsite (Local): time logged in ½ day (4-hour) increments
- Onsite (Travel): time logged in 2-day (16-hour) increments

Project Schedule: Elevation Solutions estimates a timeline of 4-6 months from Project Kickoff meeting to go-live of the solution. Following acceptance of this SOW and payment of the initial services fee as defined in the table below, Elevation Solutions will assign Client its project team, establish the project start date, and begin project planning activities.

Payment Schedule:

- This project is a time and materials project.
- The hourly rate for services under this SOW is $255.43.
- The estimated services amount for this SOW is $30,652.18.
- There will be no T&E for this project and if the need arises a change order must be mutually executed to add the funding for it.

Carahsoft shall invoice Client per the table below. In the event that an invoice becomes overdue, Service Provider will stop all work on Client's project until payment is received. Amounts prepaid shall expire 12 months from payment and shall not be refundable. Should Client terminate this SOW due to no fault of Elevation Solutions, no refund will be given for unused, prepaid time.

Amount	Invoiced	Due
$15,326.09 (initial services fee)	Upon full execution of this SOW	Net 30. Project start date will be established and the project team will be committed after receipt.
$12,260.87	30 days prior to due date	90 days after project start date
$3,065.22	30 days prior to go-live	Net 30
Variable	Bi-weekly, only in the event that the time and materials estimated amount paid has been exhausted, based upon actual time at the project rate specified above, billed in 15-minute increments	Net 30

SOW Acceptance: The client named below verifies that the terms of this Statement of Work is acceptable. The parties hereto are each acting with proper authority by their respective companies.

CARAHSOFT TECHNOLOGY CORP.

By: _____

Name: _____

Title: _____

Date Signed: _____

KNOX COUNTY SCHOOLS

By: _____

Name: _____

Title: _____

Date Signed: _____

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Shannon Jackson
Executive Director of College and Career Readiness
Knox County Schools
USA

EMAIL: shannon.jackson@knoxschools.org

PHONE:

FROM: Ashley Messner
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Ashley.Messner@carahsoft.com

PHONE: (571) 591-6353

TERMS:
Master Agreement Number: AR2472
State PA Number: 67955
Contract Term: 09/01/2020 to 09/15/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	56291199
QUOTE DATE:	06/10/2025
QUOTE EXPIRES:	06/30/2025
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$62,803.55
TOTAL QUOTE:	$62,803.55

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
		SALESFORCE LICENSES			
1	200003130-AR2472	Education Cloud - Unlimited Edition Salesforce.com, Inc. - 200003130 Start Date: 06/10/2025 End Date: 06/09/2026	$1,154.43 COOP	19	$21,934.17
		SALESFORCE LICENSES SUBTOTAL:			$21,934.17
		IMPLEMENTATION SOW			
2	AR2472-CAR001-101	Custom Professional Services. Scoped Milestone. SOW Required. Elevation Solutions Professional Services: Initial Services Fee (Invoiced Upon Execution of SOW) Carahsoft Technology Corporation - AR2472-CAR001-101	$15,326.09 COOP	1	$15,326.09
3	AR2472-CAR001-101	Custom Professional Services. Scoped Milestone. SOW Required. Elevation Solutions Professional Services: Service Hours (Invoiced 30 days prior to due date) Carahsoft Technology Corporation - AR2472-CAR001-101	$12,260.87 COOP	1	$12,260.87
4	AR2472-CAR001-101	Custom Professional Services. Scoped Milestone. SOW Required. Elevation Solutions Professional Services: Service Hours (Invoiced 30 days prior to go-live) Carahsoft Technology Corporation - AR2472-CAR001-101	$3,065.22 COOP	1	$3,065.22
		IMPLEMENTATION SOW SUBTOTAL:			$30,652.18
		COMPREHENSIVE CONSULTING SERVICES SOW			
5	AR2472-CAR001-12	Professional Services - Senior Business Analyst - Per Hour Elevation Solutions Professional Services: Service Hours Carahsoft Technology Corporation - PS-SBA	$255.43 COOP	40	$10,217.20
		COMPREHENSIVE CONSULTING SERVICES SOW SUBTOTAL:			$10,217.20

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
		SUBTOTAL:			$62,803.55
			TOTAL PRICE:		$62,803.55
			TOTAL QUOTE:		$62,803.55

Customer must reference Carahsoft quote #56291199 and the NASPO Cloud Solutions- TN : 67955 contract on their PO

This contract vehicle takes first precedence.

Please reference SOW ID #56291199 for full scope of work and details

--Quote Special Terms--
Customer acknowledges that these subscriptions are also subject to the Supplemental Terms for Eligible Nonprofits and Educational Institutions available at https://www.salesforce.com/company/legal/agreements.jsp, which are hereby made part of this Order Form.

Unless otherwise provided in the applicable Agreement, any increase in Salesforce subscription pricing for the first renewal term will not exceed 5% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties. Notwithstanding the foregoing, any consumption-based Services which are subject to a rate card as set forth in the product terms for the applicable Services and any support or resource-based Services are not subject to any price increase limitations

--Product Special Terms--
Salesforce Inbox
In order to use Salesforce Inbox, it must first be activated by the Customer's system administrator via the following link: https://appexchange.salesforce.com/listingDetail?listingId=a0N3000000CNj52EAD

Customer must reference Quote number and Contract # on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties or noted in these quote terms or contract

For renewals: Any requested changes to this quote must be communicated 30 days before renewal start date to ensure timely processing and avoid delays in your renewal. Requests after this deadline may not be accommodated

Licensee agrees that any order for Salesforce Services will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms, copies of which are found at https://carah.io/SFDC-TOU and all Schedules and Documentation referenced by the Terms are made a part hereof. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Quotes (and their Contract Vehicle), (2) the SFDC Terms of Use, and (3) the Documentation. Licensee acknowledges it has had the opportunity to review the Terms, prior to executing an order.

contract cited above takes precedence.

Product Terms Directory: http://carah.io/Product-Terms-Directory
Help & Training: http://carah.io/Help
Government Cloud Plus: http://www.carahsoft.com/government-cloud-terms

A list of currently available FedRAMP/IL4 Authorized Salesforce products can be found here: https://help.salesforce.com/articleView?id=000270080&language=en_US&type=1

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of July, 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 #: 25-411

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 6/27/2025

NASPO ValuePoint
PARTICIPATING ADDENDUM

CLOUD SOLUTIONS 2016-2026
Lead by the State of **Utah**

Master Agreement #: AR2472

Contract ID: 67955

Contractor: **CARAHSOFT TECHNOLOGY CORPORATION**

Participating Entity: **STATE OF TENNESSEE**

The following products or services are included in this contract portfolio:

- *All products and services listed in the Carahsoft NASPO Cloud Solutions program catalogs/price lists.*

Master Agreement Terms and Conditions:

1. Scope: This addendum covers ***Cloud Solutions*** lead by the State of *Utah* for use by state agencies and other entities located in Tennessee authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Tennessee. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.

4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Colby Bender
Address:	11493 Sunset Hills Road, Suite 100, Reston VA 20190
Telephone:	(703) 871-8500
Fax:	(703) 871-8505
Email:	NASPO@Carahsoft.com

Participating Entity

Name:	Simeon Ayton
Address:	312 Rosa L. Parks Avenue, Nashville, TN 37243
Telephone:	615 532-0110
Fax:	615 741-0684
Email:	Simeon.Ayton@tn.gov

5. Participating Entity Modifications Or Additions To The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.
Participating Entity must check one of the boxes below.

[___] No changes to the terms and conditions of the Master Agreement are required.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

This Participating Addendum with Tennessee State specific terms and conditions are attached below as Attachments A, B, C, D, E, and F and in the event of a conflict, take precedence over the NASPO Value Point Master Contract # AR2472 terms and conditions.

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Tennessee, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Tennessee	Contractor: Carahsoft Technology Corporation
Signature: Michael F. Perry Digitally signed by Michael F. Perry DN: cn=Michael F. Perry, o=State of Tennessee, ou=Central Procurement Office, email=mike.perry@tn.gov, c=US Date: 2020.08.26 15:03:07 -05'00'	Signature: Kristina Smith
Name: Michael F. Perry	Name: Kristina Smith
Title: Chief Procurement Officer	Title: Director of Contracts
Date: 8/26/2020	Date: 08/25/2020

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@naspovaluepoint.org

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

Attachment A

State of Tennessee

("State," "Participating Entity," or "Purchasing Entity")

NASPO ValuePoint Cloud Solutions 2016-2026

All references to "Contract" hereinbelow shall collectively refer to the "Master Contract", "Participating Addendum", and "Supplemental Terms and Conditions"

Supplemental Terms and Conditions

Standard Terms and Conditions

1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

3. Subject to Funds Availability. The 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 Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by



the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

4. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

5. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"),the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

6. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

7. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation 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 Contractor in connection with any work contemplated or performed under this Contract.

   The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

8. Nondiscrimination. The Contractor 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 Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

9. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
    a) The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment D, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
    b) Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
    c) The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
    d) The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
    e) For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

10. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.



11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

13. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

14. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, 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 Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.

15. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated Liability amount detailed in Special Terms and Conditions Item 2 and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.

16. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

17. Statewide Contract Reports. All reports shall be submitted electronically in Microsoft Excel format. Reports shall include the ability to sort or summarize data in accordance with the Contract Administrator's specifications. All reports shall be provided at no additional cost to the State.

    a) Quarterly Reports: Contractor(s) will submit quarterly reports to the Contract Administrator no later than ten (10) days after the end of the State's quarter (e.g. a fiscal year quarter 2 report for October - December is due no later than January 10th). At the Contract Administrator's sole discretion, the State may extend the time allowed to complete quarterly reports. Quarterly reports shall provide statistical data on all purchases under this Contract by State Agencies, including State Agencies of the judicial or legislative branch, local governmental entities in the State of Tennessee, including but not limited to educational institutions, local governmental authorities, quasi-governmental bodies ("Other Governmental Bodies"), and certain not-for-profit entities under Tenn. Code Ann. § 33-2-1001. At minimum, the quarterly report's statistical data shall be detailed and broken down by line item to include:

        1. Edison contract number
        2. Contract line item number
        3. Invoice date
        4. Invoice number
        5. Supplier part number
        6. Item or bundle description
        7. Quantity purchased
        8. Unit of measure
        9. Unit of measure description
        10. Name of State Agency, Other Governmental Body or not-for-profit entity
        11. Identity of purchaser: State entity or non-State entity
        12. State Agency location
        13. Unit/Contract price per line item
        14. List price as listed in supplier's catalog if catalog item
        15. Subtotals for each category above
        16. Grand totals for each category above

    b) Diversity Business and Subcontractor Usage Reports: The Contractor shall submit monthly reports of returns, credits, savings, net purchases, and percent of net purchases by subcontractors, small business enterprises, and businesses owned by minorities, women, persons with disabilities, and Tennessee service-disabled veterans. Such reports shall be submitted to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at: https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810.



c) Custom Reports: When requested by the State, the Contractor shall submit custom reports to the Contract Administrator within thirty (30) days of the request.

18. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act 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 Contract.
    a) Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
    b) Contractor 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 the Contract so that both parties will be in compliance with the Privacy Rules.
    c) The State and the Contractor 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 Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
    d) The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

19. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

20. Tennessee Department of Revenue Registration. The Contractor 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 Contract.

21. Debarment and Suspension. The Contractor 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 Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense 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 Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor 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, disqualified, or presently fall under any of the prohibitions of sections a-d.

22. 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 Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this 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 Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor 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 Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

23. Governing Law. This 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 Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.

24. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

25. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

26. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

    a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
    b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
    c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
    d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
    e. any technical specifications provided to proposers during the procurement process to award this Contract; and
    f. the Contractor's response seeking this Contract.

27. 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 Contract. The Contractor 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.

28. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

29. 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 Contractor by the State or acquired by the Contractor 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 Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor 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. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

Special Terms and Conditions

1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

2. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be twenty-five million dollars ($25,000,000) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

3. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

4. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated above. Contractor shall invoice each State user agency ("Customer") directly, and that agency shall pay the vendor directly, with the funds coming from that agency's budget. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

   State Agency Billing Address, as set forth in the applicable Order.

   a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

      (1) Invoice number (assigned by the Contractor);
      (2) Invoice date;
      (3) Contract number (assigned by the State);
      (4) Customer account name: State Agency & Division Name;



(5) Customer account number (assigned by the Contractor to the above-referenced Customer);
(6) Contractor name;
(7) Contractor Tennessee Edison registration ID number;
(8) Contractor contact for invoice questions (name, phone, or email);
(9) Contractor remittance address;
(10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
(11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
(12) Applicable payment methodology of each good or service invoiced;
(13) Amount due for each compensable unit of good or service; and
(14) Total amount due for the invoice period.

b. Contractor's invoices shall:

(1) Only include charges for goods delivered or services provided as described in herein and in accordance with payment terms and conditions;
(2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
(3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
(4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements herein.

5. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

6. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

c. The Contractor 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 Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

7. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.

8. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

9. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.
   a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
      (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
      (2) Any pricing related to the new lines, items, or options;
      (3) The expected effective date for the availability of the new lines, items, or options; and
      (4) Any additional information requested by the State.
   b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
   c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
   d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

10. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other



than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

11. Comptroller Audit Requirements

    a. Upon reasonable notice and at any reasonable time, the Contractor 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 Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

       The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

       The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

       For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

       Each party shall bear its own expenses incurred while conducting the information technology controls audit.

    b. For any Software as a Service (SaaS), Infrastructure as a Service (IaaS), or Platform as a Service (PaaS) models provided by the Contractor where the State will use the Contractor's or Subcontractor's applications or data centers to store or process State financial or other data that is used for reporting through the State's Comprehensive Annual Financial Report or is used for demonstrating compliance with the requirements of Title 2, Code of Federal Regulations, Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," the Contractor and Subcontractor shall be subject to an annual System and Organization Controls (SOC) 2 Type 2 examination engagement or a SOC 1 Type 2 examination engagement by a qualified and reputable CPA firm in



accordance with the standards of the American Institute of Certified Public Accountants.

The scope of the SOC 2 Type 2 examination for SaaS models must include the security, availability, confidentiality, and processing integrity Trust Services Criteria. The scope of the SOC 2 Type 2 examination for IaaS and PaaS models must include the security, availability, and confidentiality Trust Services Criteria. The scope of the SOC 1 Type 2 examination must include a review of internal control over financial reporting that is relevant to the Contractor's and Subcontractor's scope of work.

The Contractor shall provide a complete, unredacted version of the SOC 1 Type 2 examination report and SOC 2 Type 2 examination report to the State upon request. For any examination issues or exceptions described in the SOC 1 Type 2 examination report or SOC 2 Type 2 examination report, the Contractor shall submit corrective action plans to the State within 30 days from the issuance of the examination reports.

In the event the CPA firm issues a modified opinion on the SOC examination report, meaning that the opinion is qualified, adverse, or disclaimed, the Contractor will immediately advise the State in writing of its plan to correct the issues that caused the modified opinion. The Contractor must demonstrate to the State that the issues have been corrected prior to the commencement of the next scheduled SOC examination.

If the scope of the most recent SOC examination report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent SOC examination report.

No additional funding shall be allocated for these audits as they are included in the Estimated Liability of this Contract.

The State and Comptroller of the Treasury must approve any exceptions to this requirement.

12. Contractor Hosted Services Confidential Data, Audit, and Other Requirements.

The following provisions shall only apply if an order expressly says that they apply to such order.

a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:

(1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.

(2) The Contractor 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 Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Estimated Liability of this Contract.

Contractor shall meet all applicable requirements of the most current version of Internal Revenue Service Publication 1075.

Contractor shall meet requirements of current version of Minimum Acceptable Risk Standards for Exchanges ("MARS-E") controls.

(a) If the order will involve CJIS data, or FTI data then the following shall apply in lieu of section 14.a.(3):



The Contractor shall maintain a Security Management Certification from the Federal Risk and Authorization Management Program ("FedRAMP"). A "Security Management Certification" shall mean written confirmation from FedRAMP that FedRAMP has assessed the Contractor's information technology Infrastructure, using a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services, and has certified that the Contractor meets FedRAMP standards. Information technology "Infrastructure" shall mean the Contractor's entire collection of hardware, software, networks, data centers, facilities and related equipment used to develop, test, operate, monitor, manage and/or support information technology services. The Contractor shall provide proof of current certification annually and upon State request. No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Estimated Liability of this Contract.

(b) If the order will contain FTI data, the following sentence also applies to section 14.a.(3)(a) (FedRAMP) language above:
Contractor shall meet all applicable requirements of the most current version of Internal Revenue Service Publication 1075.

(c) If the order will involve CMS data, the following sentence also applies to section 14.a.(3)(a) language above:
Contractor shall meet requirements of current version of Minimum Acceptable Risk Standards for Exchanges ("MARS-E") controls.

(4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "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 Contractor'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 Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

(5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State.

(6) Upon termination of this Contract and in consultation with the State, the Contractor 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 Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

(7) If the order will involve PCI data, the following shall apply: Contractor shall be certified to host Payment Card Industry ("PCI") data in accordance with the current version of PCI DSS ("Data Security Standard"), maintained by the PCI Security Standards Council.

b. Minimum Requirements

(1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html.

(2) The Contractor 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, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor 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 Contractor 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: The applicable RPO will be defined in each Order.

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: The applicable RTO will be defined in each Order.

2. The Contractor 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 Contractor verifying that the Contractor 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 Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.
3. The Contractor shall have the ability to provide base level protection against Layer 3 and Layer 4 Distributed Denial of Service volume based and protocol attacks such as SYN, UDP, and ICMP floods, DNS amplification and reflection attacks.
4. The contractor shall have the ability to provide addition mitigation against Layer 7 Distributed Denial of Service attacks such as HTTP floods, WordPress XML-RPV Floods and Slowloris attacks.

d. In the event of a cyber breach, the Contractor will allow the State to communicate directly with the Contractor's technical staff and any forensics experts who are assisting the Contractor with the breach analysis.

15. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

16. Public Accountability. If the Contractor is subject to Tenn. Code Ann. §§ 8-4-401, *et seq.*, or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about Contractor's operation of the service program. The Contractor shall also display in a prominent place, located near the passageway through which the public enters in order to receive contract-supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating the following:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY THAT 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 of the form prescribed by the Comptroller of the Treasury. The contracting state agency shall request copies of the sign from the Comptroller of the Treasury and provide signs to contractors.

17. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to this Participating Addendum (Attachment E) and resulting in this Contract.

    The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:
    https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810

18. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

19. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this 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"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor 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 Contractor and in accordance with this 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. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor 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 Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.



The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, 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 Contractor 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 Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

20. Statewide Contract. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):
    a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
    b. Tennessee local governmental agencies;
    c. members of the University of Tennessee or Tennessee Board of Regents systems;
    d. any private nonprofit institution of higher education chartered in Tennessee; and,
    e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

    These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

21. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

22. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of fourteen (14) days following delivery of goods or performance of services the State does not provide a

notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

23. Term of Participating Addendum. This Contract shall be effective on September 1, 2020 ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

24. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

25. Participating Addendum Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

26. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.
Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.
Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.
If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

27. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.

28. Nondiscrimination. The Contractor 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 Contract or in the employment practices of the Contractor on the basis of any classification protected by federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

29. Administrative Fees. The Contractor shall pay the State an Administrative Fee of one (1) percent (1.0% or 0.01) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The State's Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping).

Period End	**Admin Fee Due**
March 31	May 31
June 30	August 31
September 30	November 30
December 31	February 28

The administrative fee shall be submitted to the following address:

Ron Plumb, Director of Financial Management
Department of General Services
W.R. Snodgrass TN. Tower 24th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243



ATTACHMENT B

FEDERALLY MANDATED REQUIREMENTS FOR SERVICES CONTRACTS WITH ACCESS TO FEDERAL TAX RETURN INFORMATION

Federal Tax Information ("FTI") includes return or return information received directly from the IRS or obtained through an authorized secondary source, such as Social Security Administration (SSA), Federal Office of Child Support Enforcement (OCSE), Bureau of the Fiscal Service (BFS), or Centers for Medicare and Medicaid Services (CMS), or another entity acting on behalf of the IRS pursuant to an IRC 6103(p)(2)(B) Agreement. FTI includes any information created by the recipient that is derived from federal return or return information received from the IRS or obtained through a secondary source.

CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.

(2) The Contractor and the Contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

(3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.

(4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

(5) No work involving returns and return information furnished under this Contract will be subcontracted without prior written approval of the IRS.

(6) The Contractor will maintain a list of employees authorized access. Such list will be provided to the State and, upon request, to the IRS reviewing office.

(7) The State will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages,



plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to State records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or entity not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a Contractor access to FTI must be preceded by certifying that each individual understands the State's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the State's files for review. As part of the certification and at least annually afterwards, Contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure. The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the State, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this Contract for compliance with requirements defined in IRS Publication 1075. The right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

ATTACHMENT C

FEDERALLY MANDATED REQUIREMENTS FOR TECHNOLOGYSERVICES CONTRACTS WITH ACCESS TO FEDERAL TAX RETURN INFORMATION

Federal Tax Information ("FTI") includes return or return information received directly from the IRS or obtained through an authorized secondary source, such as Social Security Administration (SSA), Federal Office of Child Support Enforcement (OCSE), Bureau of the Fiscal Service (BFS), or Centers for Medicare and Medicaid Services (CMS), or another entity acting on behalf of the IRS pursuant to an IRC 6103(p)(2)(B) Agreement. FTI includes any information created by the recipient that is derived from federal return or return information received from the IRS or obtained through a secondary source.

CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

I. PERFORMANCE

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be done under the supervision of the Contractor or the Contractor's employees.

(2) The Contractor and the Contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

(3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.

(4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is



not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.

(8) No work involving Federal Tax Information furnished under this Contract will be subcontracted without prior written approval of the IRS.

(9) The Contractor will maintain a list of employees authorized access. Such list will be provided to the State and, upon request, to the IRS reviewing office.

(10) The State will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized

inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to State records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a Contractor access to FTI must be preceded by certifying that each individual understands the State's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the State's files for review. As part of the certification and at least annually afterwards, Contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the State, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this Contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

ATTACHMENT D

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	67955
CONTRACTOR LEGAL ENTITY NAME:	Carahsoft Technology Corporation
EDISON VENDOR IDENTIFICATION NUMBER:	0000000703

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

Kristina Smith

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

Kristina Smith, Director of Contracts

PRINTED NAME AND TITLE OF SIGNATORY

08/26/2020

DATE OF ATTESTATION

ATTACHMENT E

GOVERNOR'S OFFICE OF DIVERSITY BUSINESS ENTERPRISE

Efforts to Achieve Diversity Business Participation
The Governor's Office of Diversity Business Enterprise ("Go-DBE") is the State's central point of contact to attract and assist minority-owned, woman-owned, service-disabled veteran-owned, disabled-owned, and small business enterprises interested in competing in the State of Tennessee's procurement and contracting activities. These diversity business enterprises are defined as follows:

Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE)
Businesses that are a continuing, independent, for-profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more individuals in the minority or woman category who were impeded from normal entry into the economic mainstream because of past practices of discrimination based on race, ethnic background, or gender.

Service-Disabled Veteran Business Enterprise (SDVBE)
"Service-disabled veteran-owned business" means a service-disabled veteran-owned business located in the State of Tennessee that satisfies the criteria in Tenn. Code. Ann. § 12-3-1102(8).
"Service-disabled veteran" means any person who served honorably in active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service-connected, i.e., the disability was incurred or aggravated in the line of duty in the active military, naval or air service.

Small Business Enterprise (SBE)
"Small business" means a business that is a continuing, independent, for profit business which performs a commercially useful function with residence in Tennessee and has total gross receipts of no more than ten million dollars ($10,000,000) averaged over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

"Disabled Business Enterprise (DSBE)
"Disabled Business Enterprise" means a business owned by a person with a disability that is a continuing, independent, for-profit business that performs a commercially useful function, and is at least fifty-one (51%) owned and controlled by one (1) or more persons with a disability, or, in the case of any publicly-owned business, at least fifty one percent (51%) of the stock of which is owned and controlled by one(1) or more persons with a disability and whose management and daily business operations are under the control of one (1) or more persons with a disability.

For additional program eligibility information, visit:
https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/program-eligibility.html

Instructions
As part of this Invitation to Bid, the respondent should complete the Diversity Utilization Plan below. To assist in your effort to seek and solicit the participation of diversity businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at:

https://tn.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN=tn&XID=1215 directory or by calling Go-DBE toll free at 866-894-5026.

RESPONDENT'S DIVERSITY UTILIZATION PLAN

Respondent's Company Name: Carahsoft Technology Corporation		
Solicitation Event Name: NASPO Cloud Solutions Participating Addendum		Event Number:
Respondent's Contact Name: Colby Bender	Phone: (703) 889-9878	Email: NASPO@Carahsoft.com
Does the Respondent qualify as the diversity business enterprise? ___ Yes X No If yes, which designation does the Respondent qualify? ___MBE ___WBE ___DSBE___SDVBE __SBE Certifying Agency:		

Estimated level of participation by DBEs if awarded a contract pursuant to this ITB:

Diversity Business Information (List all subcontractors, joint-ventures, and suppliers)	**% of Contract**	**Estimated Amount**	**MBE/ WBE/ SDVBE/ SBE / DSBE Designation**	**Currently Certified (Yes or No)**
Business Name: Contact Name: Contact Phone:				
Business Name: Contact Name: Contact Phone:				

If awarded a contract pursuant to this ITB, we confirm our commitment to make reasonable business efforts to meet or exceed the commitment to diversity as represented in our Diversity Utilization Plan. We shall assist the State in monitoring our performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business

enterprises and businesses owned by minorities, women, service-disabled veterans and persons with disabilities. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at: https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810
We further agree to request in writing and receive prior approval from the Central Procurement Office for any changes to the use of the above listed diversity businesses.

Authorized Signature: Kristina Smith Date: 08/26/2020

Printed Name and Title of Signatory Kristina Smith, Director of Contracts



ATTACHMENT F

HIPAA BUSINESS ASSOCIATE AGREEMENT
COMPLIANCE WITH PRIVACY AND SECURITY RULES

THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter "Agreement") is between **The State of Tennessee** (hereinafter "Covered Entity") and **Carahsoft Technology Corporation** (hereinafter "Business Associate"). Covered Entity and Business Associate may be referred to herein individually as "Party" or collectively as "Parties."

BACKGROUND

Parties acknowledges that they are subject to the Privacy and Security Rules (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by Public Law 111-5, Division A, Title XIII (the HITECH Act), in certain aspects of its operations.

Business Associate provides services to Covered Entity pursuant to one or more contractual relationships detailed below and hereinafter referred to as "Service Contracts."

In the course of executing Service Contracts, Business Associate may come into contact with, use, or disclose Protected Health Information ("PHI"). Said Service Contract(s) are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein.

In accordance with the federal privacy and security regulations set forth at 45 C.F.R. Part 160 and Part 164, Subparts A, C, D and E, which require Covered Entity to have a written memorandum with each of its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, make this Agreement.

DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103, 164.103, 164.304, 164.501 and 164.504.

1.1 "Breach of the Security of the [Business Associate's Information] System" shall have the meaning set out in its definition at T.C.A. § 47-18-2107

1.2 "Business Associate" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.

1.3 "Covered Entity" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.

1.4 "Designated Record Set" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.

1.5 "Electronic Protected Health Care Information" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.

1.6 "Genetic Information" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.



1.7 "Health Care Operations" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.

1.8 "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

1.9 "Information Holder" shall have the meaning set out in its definition at T.C.A. § 47-18-2107

1.10 "Marketing" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.

1.11 "Personal information" shall have the meaning set out in its definition at T.C.A. § 47-18-2107

1.12 "Privacy Official" shall have the meaning as set out in its definition at 45 C.F.R. § 164.530(a)(1).

1.13 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A, and E.

1.14 "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.15 "Required by Law" shall have the meaning set forth in 45 CFR § 164.512.

1.16 "Security Incident" shall have the meaning set out in its definition at 45 C.F.R. § 160.304.

1.17 "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Privacy Rule)

2.1 Business Associate is authorized to use PHI for the purposes of carrying out its duties under the Services Contract. In the course of carrying out these duties, including but not limited to carrying out the Covered Entity's duties under HIPAA, Business Associate shall fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose PHI other than as permitted or required by this Agreement, the Service Contracts, or as Required By Law. Business Associate is subject to requirements of the Privacy Rule as required by Public Law 111-5, Section 13404 [designated as 42 U.S.C. 17934] In case of any conflict between this Agreement and the Service Contracts, this Agreement shall govern.

2.2 The Health Information Technology for Economic and Clinical Health Act (HITECH) was adopted as part of the American Recovery and Reinvestment Act of 2009. HITECH and its implementing regulations impose new requirements on Business Associates with respect to privacy, security, and breach notification. Business Associate hereby acknowledges and agrees that to the extent it is functioning as a Business Associate of Covered Entity, Business Associate shall comply with HITECH. Business Associate and the Covered Entity further agree that the provisions of HIPAA and HITECH that apply to business associates and that are required to be incorporated by reference in a business associate agreement have been incorporated into this Agreement between Business Associate and Covered Entity. Should any provision not be set forth specifically, it is as



if set forth in this Agreement in its entirety and is effective as of the Applicable Effective Date, and as amended.

2.3 Business Associate shall use appropriate administrative, physical, and technical safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement, Services Contract(s), or as Required By Law. This includes the implementation of Administrative, Physical, and Technical Safeguards to reasonably and appropriately protect the Covered Entity's PHI against any reasonably anticipated threats or hazards, utilizing the technology commercially available to the Business Associate. The Business Associate shall maintain appropriate documentation of its compliance with the Privacy Rule, including, but not limited to, its policies, procedures, records of training and sanctions of members of its Workforce.

2.4 Business Associate shall require any agent, including a subcontractor, to whom it provides PHI received from, maintained, created or received by Business Associate on behalf of Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI or other confidential information, to agree, by written contract with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

2.5 Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

2.6 Business Associate shall require its employees, agents, and subcontractors to promptly report, to Business Associate, immediately upon becoming aware of any use or disclosure of PHI in violation of this Agreement. Business Associate shall report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement. Business Associate will also provide additional information reasonably requested by the Covered Entity related to the breach.

2.7 As required by the Breach Notification Rule, Business Associate shall, and shall require its subcontractor(s) to, maintain systems to monitor and detect a Breach of Unsecured PHI, whether in paper or electronic form.

2.7.1 Business Associate shall provide to Covered Entity notice of a Provisional or Actual Breach of Unsecured PHI immediately upon becoming aware of the Breach.

2.7.2 Business Associate shall cooperate with Covered Entity in timely providing the appropriate and necessary information to Covered Entity.

2.7.3 Covered Entity shall make the final determination whether the Breach requires notification and whether the notification shall be made by Covered Entity or Business Associate.

2.8 If Business Associate receives PHI from Covered Entity in a Designated Record Set, Business Associate shall provide access, at the request of Covered Entity, to PHI in a Designated Record Set to Covered Entity, in order to meet the requirements under 45 CFR § 164.524, provided that Business Associate shall have at least 30 business days from Covered Entity notice to provide access to, or deliver such information.

2.9 If Business Associate receives PHI from Covered Entity in a Designated Record Set, then Business Associate shall make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to the 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, provided that Business Associate shall have at least 30 business days from Covered Entity notice to make an amendment.

2.10 Business Associate shall make its internal practices, books, and records including policies and procedures and PHI, relating to the use and disclosure of PHI received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.

2.11 Business Associate shall document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosure of PHI in accordance with 45 CFR § 164.528.

2.12 Business Associate shall provide Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for and accounting of disclosures of PHI in accordance with 45 CFR § 164.528, provided that Business Associate shall have at least 30 business days from Covered Entity notice to provide access to, or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the PHI was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure. Business Associate shall provide an accounting of disclosures directly to an individual when required by section 13405(c) of Public Law 111-5 [designated as 42 U.S.C. 17935(c)].

2.13 Business Associate agrees it must limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.

2.13.1 Business Associate represents to Covered Entity that all its uses and disclosures of, or requests for, PHI shall be the minimum necessary in accordance with the Privacy Rule requirements.

2.13.2 Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.

2.13.3 Business Associate acknowledges that if Business Associate is also a covered entity, as defined by the Privacy Rule, Business Associate is required, independent of Business Associate's obligations under this Memorandum, to comply with the Privacy Rule's minimum necessary requirements when making any request for PHI from Covered Entity.

2.14 Business Associate shall adequately and properly maintain all PHI received from, or created or received on behalf of, Covered Entity

2.15 If Business Associate receives a request from an Individual for a copy of the individual's PHI, and the PHI is in the sole possession of the Business Associate, Business Associate will provide the requested copies to the individual and notify the Covered Entity of such action. If Business Associate receives a request for PHI in the possession of the Covered Entity, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Business Associate shall notify Covered Entity of such request and forward the request to Covered Entity. Business Associate shall then assist Covered Entity in responding to the request.

2.16 Business Associate shall fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Privacy Rule.

3 OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Security Rule)

3.1 Business Associate shall fully comply with the requirements under the Security Rule applicable to "business associates," as that term is defined in the Security Rule. In case of any conflict between this Agreement and Service Agreements, this Agreement shall govern.

3.2 Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the covered entity as required by the Security Rule and Public Law 111-5. This includes specifically, but is not limited to, the utilization of technology commercially available at the time to the Business Associate to protect the Covered Entity's PHI against any reasonably anticipated threats or hazards. The Business Associate understands that it has an affirmative duty to perform a regular review or assessment of security risks, conduct active risk management and supply best efforts to assure that only authorized persons and devices access its computing systems and information storage, and that only authorized transactions are allowed. The Business Associate will maintain appropriate documentation to certify its compliance with the Security Rule.

3.3 Business Associate shall ensure that any agent, including a subcontractor, to whom it provides electronic PHI received from or created for Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI supplied by Covered Entity, to agree, by written contract (or the appropriate equivalent if the agent is a government entity) with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

3.4 Business Associate shall require its employees, agents, and subcontractors to report to Business Associate within five (5) business days, any Security Incident (as that term is defined in 45 CFR § 164.304) of which it becomes aware. Business Associate shall promptly report any Security Incident of which it becomes aware to Covered Entity.

3.5 Business Associate shall make its internal practices, books, and records including policies and procedures relating to the security of electronic PHI received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Security Rule.



3.6 Business Associate shall fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Security Rule.

3.7 Notification for the purposes of Sections 2.8 and 3.4 shall be in writing made by email/fax, certified mail or overnight parcel immediately upon becoming aware of the event, with supplemental notification by facsimile and/or telephone as soon as practicable, to:

SWC 3021 Contract Administrator
State of Tennessee
Central Procurement Office
WRS Tennessee Tower, 3rd Floor
312 Rosa L. Parks Ave, Nashville, TN 37243
Telephone: **615 741-1035**
Fax: **615 741-0684**

3.8 Business Associate identifies the following key contact persons for all matters relating to this Agreement:

Colby Bender
Carahsoft Technology Corporation
NASPO@Carahsoft.com
(703) 871-8500

Business Associate shall notify Covered Entity of any change in the key contact during the term of this Agreement in writing within ten (10) business days.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

4.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Service Contract(s), provided that such use or disclosure would not violate the Privacy and Security Rule, if done by Covered Entity. Business Associate's disclosure of PHI shall be subject to the limited data set and minimum necessary requirements of Section 13405(b) of Public Law 111-5, [designated as 42 U.S.C. 13735(b)]

4.2 Except as otherwise limited in this Agreement, Business Associate may use PHI as required for Business Associate's proper management and administration or to carry out the legal responsibilities of the Business Associate.

4.3 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or provided that, if Business Associate discloses any PHI to a third party for such a purpose, Business Associate shall enter into a written agreement with such third party requiring the third party to: (a) maintain the confidentiality, integrity, and availability of PHI and not to use or further disclose such information except as Required By Law or for the purpose for which it was disclosed, and (b) notify Business Associate of any instances in which it becomes aware in which



the confidentiality, integrity, and/or availability of the PHI is breached immediately upon becoming aware.

4.4 Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).

4.5 Business Associate may use PHI to report violations of law to appropriate Federal and State Authorities consistent with 45 CFR 164.502(j)(1).

4.6 Business Associate shall not use or disclose PHI that is Genetic Information for underwriting purposes. Moreover, the sale, marketing or the sharing for commercial use or any purpose construed by Covered Entity as the sale, marketing or commercial use of member's personal or financial information with affiliates, even if such sharing would be permitted by federal or state laws, is prohibited.

4.7 Business Associate shall enter into written agreements that are substantially similar to this Business Associate Agreements with any Subcontractor or agent which Business Associate provides access to Protected Health Information.

4.8 Business Associates shall implement and maintain information security policies that comply with the HIPAA Security Rule.

5. OBLIGATIONS OF COVERED ENTITY

5.1 Covered Entity shall provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice. Covered Entity shall notify Business Associate of any limitations in its notice that affect Business Associate's use or disclosure of PHI.

5.2 Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses.

5.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use of PHI.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy or Security Rule, if done by Covered Entity.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall be effective as of the date on which it is signed by both parties and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, Section 7.3. below shall apply.

7.2 Termination for Cause.

7.2.1 This Agreement authorizes and Business Associate acknowledges and agrees Covered Entity shall have the right to immediately terminate this Agreement and Service Contracts in the event Business Associate fails to comply with, or violates a material provision of, requirements of the Privacy and/or Security Rule or this Memorandum.

7.2.2 Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

7.2.2.1 Provide a reasonable opportunity for Business Associate to cure the breach or end the violation, or

7.2.2.2 If Business Associate has breached a material term of this Agreement and cure is not possible or if Business Associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, Covered Entity, Covered Entity may immediately terminate this Agreement and the Service Agreement.

7.2.2.3 If neither cure nor termination is feasible, Covered Entity shall report the violation to the Secretary of the United States Department of Health in Human Services or the Secretary's designee.

7.3 Effect of Termination.

7.3.1 Except as provided in Section 7.3.2. below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of, Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

7.3.2 In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of PHI is unfeasible; Business Associate shall extend the protections of this Memorandum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such PHI.

8. MISCELLANEOUS

8.1 Regulatory Reference. A reference in this Agreement to a section in the Privacy and or Security Rule means the section as in effect or as amended.

8.2 Indemnity. The Business Associate shall indemnify the Covered Entity and hold it harmless for any claims, losses or other damages arising from or associated with any act or omission of Business Associate under this Agreement. This includes the costs of responding to a breach of the Agreement or the release of PHI contrary to the terms and conditions of this Agreement, the costs of responding to a government enforcement action related to the breach, and any resultant fines, penalties, or damages paid by the Covered Entity.

8.3 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191, including any amendments required by the United States Department of Health and Human Services to implement the Health Information Technology for Economic and Clinical Health and related regulations upon the effective date of such amendment, regardless of whether this Agreement has been formally amended, including, but not limited to changes required by the American Recovery and Reinvestment Act of 2009, Public Law 111-5.

8.4 Survival. The respective rights and obligations of Business Associate under Section 7.3. of this Memorandum shall survive the termination of this Agreement.

8.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the Privacy and Security Rules.

8.6 Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

COVERED ENTITY:

SWC 3021 Contract Administrator
State of Tennessee
Central Procurement Office
WRS Tennessee Tower, 3rd Floor
312 Rosa L. Parks Ave, Nashville, TN 37243
Telephone: **615 741-1035**
Fax: **615 741-0684**

BUSINESS ASSOCIATE:

ENTITY NAME Carahsoft Technology Corporation
NAME AND TITLE Colby Bender, Contracts Team Lead
ADDRESS 11493 Sunset Hills Rd, Suite 100 Reston, VA 20190
Telephone: **NUMBER** (703) 871-8500
Fax: **NUMBER** (703) 871-8505

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

8.7 Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement

8.8 Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the

Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

8.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee except to the extent that Tennessee law has been pre-empted by HIPAA.

8.10 Compensation. There shall be **no** remuneration for performance under this Agreement except as specifically provided by, in, and through, existing administrative requirements of Tennessee State government and services contracts referenced herein.

8.11 Security Breach. A violation of HIPAA or the Privacy or Security Rules constitutes a breach of this Business Associate Agreement and a breach of the Service Contract(s) listed on page one of this agreement, and shall be subject to all available remedies for such breach.

IN WITNESS WHEREOF,

COVERED ENTITY LEGAL ENTITY NAME: State of Tennessee

Kristina Smith, Director of Contracts — 08/26/2020

NAME AND TITLE — **Date:**

BUSINESS ASSOCIATE LEGAL ENTITY NAME: Carahsoft Technology Corporation

Kristina Smith — 08/26/2020

NAME AND TITLE — **Date:**

AMENDMENT 1 TO PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Cloud Solutions 2016-2026 Led by the State of Utah
MASTER AGREEMENT #: AR2472
Carahsoft Technology Corporation
And
State of Tennessee
(Participating State/Entity Contract #67955)

This Amendment is made and entered by and between the State of Tennessee, Department of General Services, Central Procurement Office, hereinafter referred to as the "State," "Participating Entity," or "Purchasing Entity" and Carahsoft Technology Corporation., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract Attachments B Federally Mandated Requirements for Services Contracts with Access to Federal Tax Information is deleted in its entirety and replaced with Reserved.

2. Contract Attachment C Federally Mandated Requirements for Technology Service Contracts with Access to Federal Tax Return Information is deleted in its entirety and replaced with the new Attachment C, Publication 1075 Tax Information Security Guidelines for Federal, State, and Local Agencies, Safeguarding Contract Language, attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CARAHSOFT TECHNOLOGY CORPORATION:

Colby Bender — May 31, 2023

Signature **Date**

Colby Bender, Contracts Team Lead

Printed Name and Title of Signatory (above)

STATE OF TENNESSEE DEPARTMENT OF GENERAL SERVICES, CENTRAL PROCUREMENT OFFICE:

MICHAEL F. PERRY, CHIEF PROCUREMENT OFFICER **Date**

ATTACHMENT C

PUBLICATION 1075
TAX INFORMATION SECURITY GUIDELINES FOR
FEDERAL, STATE, AND LOCAL AGENCIES,
SAFEGUARDING CONTRACT LANGUAGE

I. PERFORMANCE

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

(1) All work will be performed under the supervision of the Contractor.

(2) The Contractor and Contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The Contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.

(3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this Contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection or disclosure of FTI to anyone other than the Contractor or the Contractor's officers or employees authorized is prohibited.

(4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.

(5) The Contractor will certify that FTI processed during the performance of this Contract will be completely purged from all physical and electronic data storage with no output to be retained by the Contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the Contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.

(7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

(8) No work involving FTI furnished under this Contract will be subcontracted without the prior written approval of the IRS.

(9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

(10) To the extent the terms, provisions, duties, requirements, and obligations of this Contract apply to performing services with FTI, the Contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this Contract assumes toward the Contractor, and the subcontractor shall assume toward the Contractor all the same obligations, duties and responsibilities which the Contractor assumes toward the agency under this Contract.

(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this Contract apply to the subcontractor, and the subcontractor is bound and obligated to the Contractor hereunder by the same terms and conditions by which the Contractor is bound and obligated to the agency under this Contract.

(12) For purposes of this Contract, the term "Contractor" includes any officer or employee of the Contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the Contract if the Contractor fails to meet the terms of FTI safeguards described herein.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of a Contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a Contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a Contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C.

552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this Contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with FTI safeguard requirements.

AMENDMENT 3
TO
PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Cloud Solutions 2016-2026

MASTER AGREEMENT
Master Agreement No: AR-2472
Carahsoft Technology Corporation
And
State of Tennessee
(Participating State/Entity Contract #67955)

This Amendment is made and entered by and between the **State of Tennessee, Department of General Services, Central Procurement Office**, hereinafter referred to as the "State" and **Carahsoft Technology Corporation**, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

Section 23 of the Special Terms and Conditions of the Contract is deleted in its entirety and replaced with the following:

> **23. Term of Participating Addendum.** This Contract shall be effective on September 1, 2020 ("Effective Date") with a contract end date of September 15, 2026.

Section 24 of the Special Terms and Conditions of the Contract is deleted in its entirety.

Section 25 of the Special Terms and Conditions of the Contract is deleted in its entirety.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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).

Amendment Effective Date. The revisions set forth herein shall be effective upon completion of all necessary approvals. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

Carahsoft Technology Corporation:

Madeline Hall — 8/09/2024
Signature — **Date**

Madeline Hall, Contracts Manager
Printed Name and Title of Signatory Above

State Of Tennessee Department of General Services, Central Procurement Office:

Michael F. Perry
Digitally signed by Michael F. Perry
DN: cn=Michael F. Perry, o=State of TN CPO , ou=Department of General Services, email=Mike.Perry@tn.gov, c=US
Date: 2024.08.16 14:33:31 -05'00'

8/16/2024
Michael F. Perry, Chief Procurement Officer — **Date**

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Salesforce Education Cloud Unlimited Edition with user licenses, professional services for training, development, and support for partner management with the 865 Academies

Piggyback on state Carahsoft contract: NAPSO Could Solutions - TN: 67955

Cost to Knox County Schools

$62,803.55

Description and Type of Funding Source

General Purpose - CCR and CTE Budget

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

RLA-17487 **R-25-7-205**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with Ford Next Generation Learning for Phase 5, Year 2 of the Ford Next Generation Learning Roadmap to assist high schools with developing pathways to industry certifications and degree credentials at a cost of $66,420.00.
(Schools)

Attachments

Resolution

Memorandum

Memorandum of Understanding

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A MEMORANDUM OF UNDERSTANDING WITH FORD NEXT GENERATION LEARNING FOR PHASE 5, YEAR 2 OF THE FORD NEXT GENERATION LEARNING ROADMAP TO ASSIST HIGH SCHOOLS WITH DEVELOPING PATHWAYS TO INDUSTRY CERTIFICATIONS AND DEGREE CREDENTIALS AT A COST OF $66,420.00.

RESOLUTION: R-25-7-205

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, Knox County Schools desires to enter into a Memorandum of Understanding with Ford Next Generation Learning for Phase 5, Year 2 of the Ford Next Generation Learning Roadmap to assist high schools with developing pathways to industry certifications and degree credentials; and

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

WHEREAS, at its regularly scheduled meeting on July 10, 2025, the Knox County Board of Education approved the Memorandum of Understanding with Ford Next Generation Learning at a cost of $66,420.00

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

The Memorandum of Understanding with Ford Next Generation Learning for Phase 5, Year 2 of the Ford Next Generation Learning Roadmap to assist high schools with developing pathways to industry certifications and degree credentials 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 Ford Next Generation Learning for Phase 5, Year 2 of the Ford Next Generation Learning Roadmap to assist high schools with developing pathways to industry certifications and degree credentials 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

Board Update

To: Superintendent's Leadership Team
From: Shannon Jackson, Executive Director of College and Career Readiness
Subject: Renewal of Memorandum of Agreement with Ford Next Generation Learning (Ford NGL)

Knox County Schools is seeking approval to renew our Memorandum of Agreement (MOA) with Ford Next Generation Learning (Ford NGL) as a continuation of the district's long-term commitment to the work that began in Phase 1 of the Ford NGL framework.

We are currently entering the second year of Phase 5, a phase that emphasizes collaboration, refinement, and sustainability. As part of this phase, KCS will continue to actively engage with other districts in the national Ford NGL network through participation in both the Superintendents' Council and the Leadership Council.

Ford NGL Coaches will continue to provide support to Knox County Schools, though that support will now be more targeted to specific district needs as we move into deeper implementation and refinement.

For the 2025–2026 school year, Knox County Schools has identified three key priorities under this agreement:

1. Support Cohort 1 Schools during the final year of their academy development, with a focus on implementing high-quality senior capstone experiences for all students.

2. Further develop the Portrait of a Graduate by creating consistent language, instructional practices, and assessment tools that align with employer-identified durable skills and industry expectations.

3. Support Fulton High School as part of the Region 5 Plan, working toward the goal of securing NCAC Model Academy designations to promote and recognize excellence in one of the district's highest-need areas.

This renewed agreement reflects our district's ongoing commitment to ensuring all students graduate with the skills, experiences, and credentials needed to thrive whether they enroll, enlist, or employ after high school. We are grateful for the continued relationship and expertise that Ford NGL brings to this work.

FORD NEXT GENERATION LEARNING
Community Connected Learning

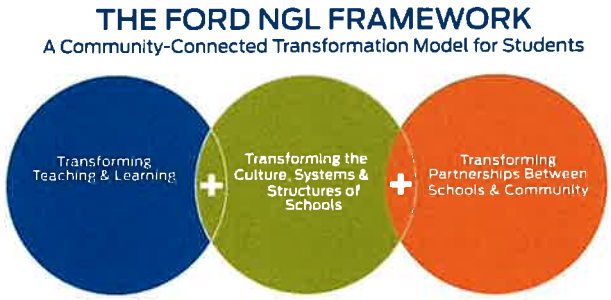
Ford NGL Phase 5: *"Go Further"* 2025-2026
Memorandum of Understanding

Knox County Schools, TN has completed Phase 1: Explore, Phase 2: Envision, Phase 3: Plan, Phase 4: Implement and Phase 5, Year 1: Going Further of the Ford NGL Roadmap. The 865 Academies would like Ford NGL's continued support in Phase 5, Year 2: Going Further of the Ford NGL Roadmap to achieve community-connected transformation. Knox County Schools and Ford NGL understand this work will begin July 1, 2025, and extend through June 30, 2026.

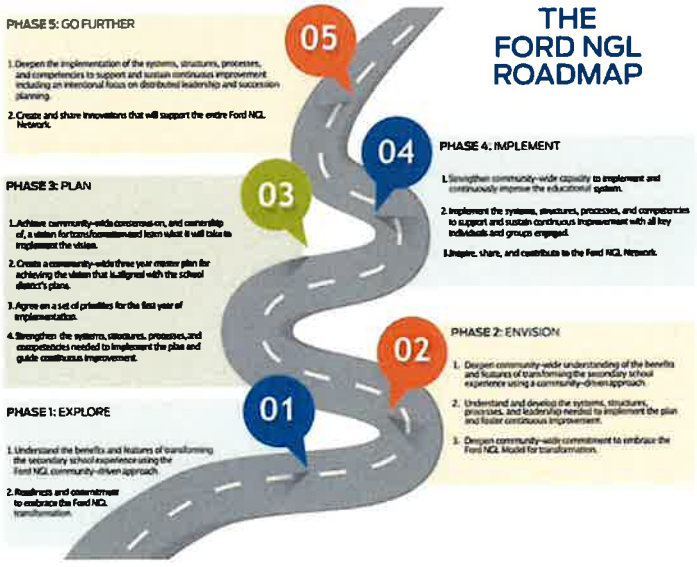
Comprised of an international network of communities, Ford NGL is dedicated to transforming cities, counties, and school systems by leveraging a collaborative, community-connected approach to transforming schools with the intent of increasing prosperity, strengthening talent pipelines, increasing equity, and ultimately preparing and supporting young people for colleges, careers, lifelong learning, and leadership.

The Ford Next Generation Learning Framework

The Ford NGL Framework consists of three distinct, but interconnected strands designed to transform schools. Implemented in tandem, these three strands—transforming teaching and learning; transforming the culture, systems, and structures of schools; and transforming partnerships between schools and communities—serve as the foundation upon which the Ford NGL change model is built.



Leveraging each of these strands, the Ford NGL Roadmap is a critical tool that guides communities through a structured community-connected process of exploring, envisioning, planning for, and implementing transformation.



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Knox County Schools and their Convening Organization understand:

- The updated outcomes of Phase 5: *"Go Further"* are:

  1. Deepen the implementation of the systems, structures, processes, and competencies to support and sustain continuous improvement including an intentional focus on distributed leadership and succession planning.
  2. Create and share innovations that will support the entire Ford NGL network.

- Ford NGL will provide the following services and deliverables:
  A. Membership to the Ford NGL Leadership Council which includes a network convening for community and district representatives to learn from each other, share best practices, and offer possible solutions to each other's challenges. Event registration fees and travel for two (2) representatives are included for one (1) in-person convening for 2025.
  B. Membership to the Ford NGL Superintendent Council which includes a network convening for superintendents to learn from each other, share best practices, and offer possible solutions to each other's challenges. Event registration fees and travel for two (2) representatives are included for one (1) in-person convening for 2025.
  C. Access to the Ford NGL U Exclusive Level for Roadmap Communities.
  D. On-going exclusive professional growth opportunities for the network including role-alike communities of practice known as Ford NGL Circles and other Live/OnDemand offerings via Ford NGL U.
  E. Virtual Implementation and Leadership Coaching
     - Ford NGL Progress Monitoring and Support
  F. One 3-Day onsite for Mid-Year
  G. One 2-Day onsite for Portrait of a Graduate progress monitoring
  H. A suggested timeline for the deliverables is below.

     July 1, 2025 – June 30, 2026
     2 Seats to Leadership Council
     2 Seats to Superintendents' Council
     Virtual Coaching (monthly)
     U Access
     One 3-Day Site visit for Mid-Year Progress Monitoring
     One 2-Day Site Visit for Progress Monitoring of the Portrait of a Graduate

- Knox County Schools and their Convening Organization share the following joint responsibilities:

  A. Create a scope of work for Phase 5, Year 2: Going Further, which will be determined by the 865 Academies community-driven master plan and feedback from the community and the coaching team.
  B. Maintain and fulfill the roles, structures and responsibilities outlined in the Community Governance Structures and Roles (attachment A) including a District Representative, Community Coordinator, Steering Committee, Tactics Teams, and Convening Organization.
  C. Participate, co-lead and/or lead orientations, onboardings and training for the structures, roles, and responsibilities of your Community Governance Structures and Roles (attachment A) including the District Representative, Community Coordinator, Steering Committee, Tactics Teams, and Convening Organization.
  D. Onboard, train and support district leaders (district and school-based administrators) and all district staff including, but not limited to CTE and academic teachers, coordinators, and counselors to components of the Ford NGL Roadmap and Ford NGL Community Systems and Structures.
  E. Collaboratively review the 865 Academies community-driven master plan annually and complete necessary revisions to achieve the goals of your community and district.
  F. Participate in regular calls with the Ford NGL Coaches, Community Coordinator, and District Representative.
  G. Collaboratively design, facilitate and host on-going events to monitor progress including but not limited to the Annual Retreat and Mid-Year Retreat.
  H. Contribute to the overall learning of the Ford NGL network by participating in community-wide and network meetings (virtual and in-person), sharing challenges and best practices, and serving as a

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resource for each other.

I. The Superintendent agrees to participate in the Ford NGL Superintendents' Council, which includes a face-to-face meeting and up to two (2) virtual meetings per year that include Superintendents from each Ford NGL Community.
J. The District Representative and Community Coordinator agree to participate in the Ford NGL Leadership Council which includes a face-to-face meeting and up to two (2) virtual meetings per year that include representatives from each Ford NGL Designated Community.
K. Monitor outcomes of the community-driven master plan and annually provide data reports, upon request, to Ford NGL with the data points stated in Attachment B.
L. Provide meeting space, meals, and other logistics associated with Ford NGL community-wide gatherings and activities.

- Fees for Ford NGL services and deliverables are not included in this MOU but will be negotiated in accordance with purchasing processes set forth by Knox County Schools.
- Ford NGL is partnered with Alignment Nashville, Inc., an approved vendor to deliver Phase 5 support.

_____ _____

Knox County Schools Date

_____

Name and Title

_____ _____

Ford Next Generation Learning Date

_____

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 10th day of July, 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 #: 25-414

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 6/27/2025

ATTACHMENT A: COMMUNITY GOVERNANCE STRUCTURES AND ROLES

Governance Structures & Roles



Community Convening Organization

Purpose

- Supports the overall structure for the transformation process
- Advocates for the shared community vision, shared accountability, and equity
- Provides viable and visible leadership, guidance, and oversight throughout the phases of the Ford NGL Roadmap

Core Responsibilities

- **Serves** as a neutral convener in the community
- **Supports** inter-agency collaboration
- **Assists** with business and community development
- **Advises and helps** secure resources for the Ford NGL transformation
- **Advocates** and deepens community engagement

District

Purpose

- Supports schools as the primary community sites for deep transformation
- Advocates for the shared community vision, shared accountability, and equity
- Provides viable and visible leadership, guidance, and oversight throughout the phases of the Ford NGL Roadmap

Core Responsibilities

- **Advocates** for students, educators, and parents
- **Ensures** training and professional development for staff
- **Ensures** equitable representation of voices throughout the transformation process
- **Opens** doors to business and community partnerships
- **Helps** secure resources for the Ford NGL transformation

Operating/Implementation Team

Purpose

- Supports, champions, and carries out the day-to-day work of the transformation process

Core Responsibilities

- **Works** closely with the Ford NGL Coaches, Community Coordinator, and District Lead(s)
- **Addresses** action items identified throughout the process
- **Supports** the convening organization, district, and tactical teams
- **Supports** logistics for community events
- **Identifies** challenges and proactively addresses them

Tactic Teams

Purpose

- Provide practitioner and real-world insights in the development and implementation of the tactical plan

Core Responsibilities

- **Develop** tactical plans identified in the community's Master Plan and engage the broader community in the overall planning process
- **Teams** are together through completion of the master plan, although some members may continue into implementation as part of workgroups to move the work forward
- **Provide** support for implementation of the tactical plan(s)



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ATTACHMENT B: DATA POINTS

Ford NGL requests annual data submissions as part of the Annual Report process. These data are used for both the Ford NGL Annual Report and for reports provided to the Ford Motor Company Fund.

We understand that your community may not be able to provide all data points early in the process, but we ask that you provide as much information around these data points as possible. Data points must be anonymized pursuant to the Family Educational Rights and Privacy Act (FERPA). Only data that fully complies with FERPA will be provided.

- 4-year Graduation rate of career academy and non-career academy students
- 5-year Graduation rate of career academy and non-career academy students
- Number of industry-recognized certifications earned annually by career academy students
- Number of graduating students who go to college the year after graduating high school (providing data for career academy and non-career academy students separately)
- Disaggregated data by race, ethnicity, and gender for these data points
- Number of high schools in the community
- Number of students in the community
- Number of high schools participating in the Ford NGL transformation
- List of academies and pathways offered by school
- Number of academies
- Number of students enrolled in academies
- Number of students in each academy pathway (please use CTE name where applicable)
- List of industry recognized certifications offered to students
- Number of academy-related experiential learning interactions/engagements annually (e.g. career expo fairs, field trips, job shadows, WBL)
- Student demographics (academy students vs. district population)
- Average suspension rate (academy students vs. district population)
- Attendance rate (academy students vs. district population)
- Percentage of students taking dual enrollment courses (academy students vs. district population)
- Percentage of students who take advanced (AP/IB) coursework and the percentage who pass the exams (academy students vs. district population)
- Average GPA (academy students vs. district population)

Additionally, we request you share stories demonstrating the impact of your transformative work.

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QUOTE

ALIGNMENT NASHVILLE INC, PO Box 41089, Nashville, TN 37204-9998 and Knox County Schools – PO BOX 2188 Knoxville, TN 37901 and is for the purpose described below.
Name of Bid: Post-Secondary Preparedness Program (Bid No. 3296)
Contract Number 2771

1. The purpose is to provide the following: (*list all equipment, supplies, goods, services and deliverables to be provided*):

   July 1, 2025 – June 30, 2026

   - 2 (Two) Seats - 2025 Leadership Council ("School-wide Instructional Practices Growth" Ford NGL Network Supports- Leadership Council)
   - 2 (Two) Seats - 2025 Superintendent Council ("School-wide Instructional Practices Growth" Ford NGL Network Supports – Superintendents' Council)
   - 3-Day Onsite Visit, 2 coaches ("School-wide Instructional Practices Growth" Ford NGL Academy Monitoring and Assessment)
   - Monthly Virtual Leadership Coaching ("Program Coaching" Ford NGL Progress Monitoring and Support)
   - Ford NGL U Access ("School-wide Instructional Practices Growth" Ford NGL Network Supports – The Ford NGL U)

   Forty-Eight Thousand Twenty Dollars = **$ 48, 020**
   Spell out dollar *(amount numeric dollar amount)*

2. Payment for this contract shall be:

   Forty-Eight Thousand Twenty Dollars = **$ 48, 020**
   Spell out dollar *(amount numeric dollar amount)*

   Payable as follows *(state payment terms)*:
   Payable in invoiced installments upon receipt by the Knox County Schools of all goods, services and deliverables, **not to exceed the contracted amount.**

   Services are billable as follows:

School-wide Instructional Practices Growth: Ford NGL Network Supports—Leadership Council	2 Seats to Leadership Council 2025 (travel/meals/lodging for 2 participants, $3200 per seat) **=$ 6,400**
School-wide Instructional Practices Growth: Ford NGL Network Supports – Superintendents' Council	2 Seats to Superintendent Council 2025 (travel/meals/lodging for 2 participants, $3200 per seat) **= $ 6,400**
School-wide Instructional Practices Growth: Ford NGL Academy Monitoring and Assessment	3-Day Onsite Visit, 2 coaches (co-design/planning, travel/lodging) **=$ 27,600**
Program Coaching: Ford NGL Progress Monitoring and Support	Monthly Virtual Coaching (meetings/planning) **=$ 7,620**
School-wide Instructional Practices Growth: Ford NGL Network Supports – The Ford NGL U	Membership Fee (included as a Ford NGL Phase 5 Community) =$0
Total (Estimated Maximum)	**$ 48,020**

QUOTE

ALIGNMENT NASHVILLE INC, PO Box 41089, Nashville, TN 37204-9998 and Knox County Schools – PO BOX 2188 Knoxville, TN 37901 and is for the purpose described below.
Name of Bid: Post-Secondary Preparedness Program (Bid No. 3296)
Contract Number 2771

1. The purpose is to provide the following: (*list all equipment, supplies, goods, services and deliverables to be provided*):

   July 1, 2025 – June 30, 2026

   - 2-Day Onsite Visit, 2 coaches ("School-wide Instructional Practices Growth" Ford NGL Academy Monitoring and Assessment)

   Eighteen Thousand Four Hundred Dollars = **$ 18, 400**
   Spell out dollar *(amount numeric dollar amount)*

2. Payment for this contract shall be:

   Eighteen Thousand Four Hundred Dollars = **$ 18, 400**
   Spell out dollar *(amount numeric dollar amount)*

   Payable as follows *(state payment terms)*:
   Payable in invoiced installments upon receipt by the Knox County Schools of all goods, services and deliverables, **not to exceed the contracted amount.**

   Services are billable as follows:

School-wide Instructional Practices Growth: Ford NGL Academy Monitoring and Assessment	2-Day Onsite Visit, 2 coaches (co-design/planning, travel/lodging) **=$18, 400**
Total (Estimated Maximum)	**18,400**

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

APPROVING A MEMORANDUM OF UNDERSTANDING WITH FORD NEXT GENERATION LEARNING (NGL) FOR PHASE 5 OF THE FORD NGL MODEL TO ASSIST HIGH SCHOOLS WITH DEVELOPING PATHWAYS TO INDUSTRY CERTIFICATIONS AND DEGREE CREDENTIALS AT COST OF $66,420.

FORD NGL also does business as Alignment Nashville INC.

ALIGNMENT NASHVILLE INC, PO Box 41089, Nashville, TN 37204-9998 and Knox County Schools – PO BOX 2188 Knoxville, TN 37901 and is for the purpose described below. Name of Bid: Post-Secondary Preparedness Program (Bid No. 3296)

Cost to Knox County Schools

$66,420

Description and Type of Funding Source

CCR Budget

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

RLA-17488 **R-25-7-206**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving agreements with Biltmore for Gibbs Middle School's 6th grade field trip to Biltmore Estate on October 16, 2025 at a cost of $8,645.19.
(Schools)

Attachments

Resolution

Agreements

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AGREEMENTS WITH BILTMORE FOR GIBBS MIDDLE SCHOOL'S 6th GRADE FIELD TRIP TO BILTMORE ESTATE ON OCTOBER 16, 2025 AT A COST OF $8,645.19.

RESOLUTION: R-25-7-206

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 enter into agreements with Biltmore for the Gibbs Middle School 6th grade field trip to Biltmore Estate on October 16, 2025; and

WHEREAS, the total cost of the agreements with Biltmore is $8,645.19; and

WHEREAS, at its regularly scheduled meeting on July 10, 2025, the Knox County Board of Education approved the agreements with Biltmore for Gibbs Middle School's 6th grade field trip to Biltmore Estate.

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

The agreements with Biltmore for the Gibbs Middle School 6th grade field trip to Biltmore Estate on October 16, 2025 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 agreements with Biltmore for the Gibbs Middle School 6th grade field trip to Biltmore Estate on October 16, 2025 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

BILTMORE®

6/5/2025 10:55:33 AM | **Group Reservation Self-Guided School Large** | **Order: 407369641**

Gibbs Middle School
Rosemary Neubert
7625 Tazewell Pike
Corryton TN 37721

Day Tel: () 8656605810
Fax:
Email: ROSEMARY.NEUBERT@KNOXSCHOOLS.ORG

Thank you for adding Biltmore to your classroom experience. We look forward to welcoming you and your students as our guests. This agreement serves as confirmation for your reservation request. Please review the Reservation Guidelines and the Itinerary information carefully as they are designed to share our policies and to provide you with information that will help ensure a well-planned visit. If there are any discrepancies, please call your Group Sales Coordinator immediately at 828-225-1412.

A signed agreement, along with the final balance, must be returned at least 30 days prior to your scheduled visit. Reservations without a signed agreement and full payment, at 30 days prior to arrival, are subject to cancellation.

1. RESERVATION GUIDELINES

- **Final numbers are due 30 days prior to your scheduled visit date.** Increases to student or adult tickets are subject to availability.
- **Full payment is due 30 days prior to your scheduled visit date and is non-refundable.** We ask that one form of payment is used for all tickets and activities. We accept all major credit cards and school checks payable to THE BILTMORE COMPANY. Please call your Group Sales Coordinator at 828-225-1412 (Monday - Friday, 8:30 am - 5:00 pm) when ready to make payment.
- A signed copy of this agreement is required at least **30 days** prior to your planned visit. A copy may be scanned and returned to groupsales@biltmore.com.
- **Cancellations must be received at least 30 days prior to your visit.**
- Schools who have not included pre-purchased lunch options through Biltmore, are welcome to bring their own lunches and utilize the pavilion at Antler Hill Village. Please note, **deliveries from offsite restaurants or vendors are not permitted access to Biltmore Estate**.
- Upon receipt of full payment, and lunch menu selections (if applicable), a fieldtrip packet will be sent via FedEx to your attention. Please verify the contact information (including physical address, phone number, and email) on the agreement is correct and current. P.O. Boxes are not valid for courier delivery.

Please read this reservation agreement carefully and review your itinerary and ticket information. For general questions, please call 866-851-4661, Monday through Friday, 8:30 am – 5:00 pm.

2. STUDENT GROUP TICKET POLICIES

Please carefully review the following ticket policies for your Student Group Visit. This will ensure your school group, as well as all of our guests at Biltmore, will have an enjoyable and memorable experience.

It is important, ***in advance of your visit to Biltmore***, to identify your **Biltmore-Recognized Chaperones** vs. **Adult Guests**, as defined below:

- **Self-Guided groups** are required to have a minimum of two **Biltmore-Recognized Chaperones** assigned to each group of 20 students.
- **Biltmore-Recognized Chaperones** are defined as those pre-determined adults required to stay with their assigned Self-Guided group at all times and in all areas of Biltmore Estate including, but not limited to, Biltmore House, Gardens, and Antler Hill Village. Biltmore-Recognized Chaperones must maintain order and acceptable behavior of their group during the entirety of the school's visit to Biltmore.
    - As Biltmore requires two Biltmore-Recognized Chaperones per assigned group to ensure safety, those Recognized Chaperones will receive complimentary admission. Prior to arrival, it is the responsibility of the lead teacher to pre-determine those adults who will serve as Biltmore-Recognized Chaperones.

Division of students in groups are as follows:

Number of total students	Number of self-guided groups	Required number of Recognized Chaperones
75-80	4	8
81-100	5	10
101-120	6	12
121-140	7	14

- **Adult Guests** are defined as additional adults (including teachers, parents, etc.) outside of the aforementioned Biltmore-Recognized Chaperones guidelines.
    - Adult Guests are afforded a specially priced ticket rate for an audio-guided visit of Biltmore House, based on general ticket and Biltmore House entry time availability.
- **Bus Drivers** will receive complimentary Gardens and Grounds tickets. Gardens and Grounds tickets do not include admission into Biltmore House.
    - Groups with Bus Drivers who are also designated as Biltmore-Recognized Chaperones must arrive 60 minutes prior to their **Biltmore House** entry time, as opposed to the standard 45-minute prior arrival. This additional time allows for the arrival and parking sequence required for motorcoaches.

3. STUDENT GROUP ARRIVAL

- It is imperative that groups arrive on time and stay on schedule.
- School groups must arrive at the entrance to Biltmore Estate at least 45 minutes prior to your first scheduled activity.
- If your group is running late, please call the Group Sales Office at 828-225-1401.

4. STUDENT GROUP BILTMORE HOUSE GUIDELINES

- **Students must be divided into their chaperoned groups before entering the queue for Biltmore House.**
- Any student or adult displaying disruptive or destructive behavior will be asked to leave Biltmore House and may result in the entire class/school being asked to leave the Estate.
- A Self-Guided visit to Biltmore House includes multiple floors and several flights of stairs. Because of the historic architecture, only the First and Second Floors are accessible to guests with limited mobility and those guests may ride the elevator between those two floors. Guests who are unable to go to the Third Floor and Basement may visit our designated Second Floor rest area and watch a video of the rooms they are unable to access. An additional complimentary Biltmore-Recognized Chaperone ticket will be provided with advanced notice and approval from Group Sales to support any student with limited mobility or medical need.
- All backpacks, including child carriers, are prohibited. Guests should leave these items in their car or bus. Exceptions will be made for medical items after inspection. It is the responsibility of the Lead Teacher or a Biltmore-Recognized Chaperone to carry the medical items.
    - Estate Security will be conducting bag searches prior to entering Biltmore House. Unless it is medically necessary, we require all non-essential bags and backpacks be stored on your bus.
- Encourage students to dress for the weather.
    - Comfortable shoes are highly recommended.
    - Shoes with wheels (such as Heelys®) are not permitted inside Biltmore House.
- Food, drinks, chewing gum, tobacco, and vaping products of any kind are not permitted inside Biltmore House or any estate building.
- Biltmore is a privately owned estate with both Security Personnel and Law Enforcement Officers on the property. **In the interest of public safety, and for the safety of Biltmore employees and officers, Biltmore does not permit weapons/firearms inside Biltmore House or in estate establishments that serve alcohol.**
- Biltmore Merchandise Shops do not accept cash as a form of payment. Only credit cards, debit cards, and Biltmore gift cards are accepted.

5. STUDENT GROUP ANTLER HILL VILLAGE GUIDELINES

- If your plans include a visit to Antler Hill Village, please be sure to check our hours of operation prior to arrival at **https://www.biltmore.com/hours/hours-of-operation/**.
- Please be aware that some areas may be unavailable due to programs in session.
- When visiting Antler Hill Farm and Barnyard it is imperative to treat our animals with respect and care. The animals at the Barnyard are there for learning and enjoyment, and the younger animals are more easily injured.

6. COVID-19 CLAUSE

Biltmore and Group (each a "Party" and collectively, the "Parties") recognize the ongoing existence of Covid-19 at the time of contract signing. Additionally, each Party acknowledges the potential for certain limitations to exist, based on restrictions enacted by governmental agencies including, but not limited to, the State of North Carolina ("the State") and Buncombe County ("the County"). By signing this Contract, both Parties acknowledge the current level of restrictions within the State and the County are acceptable for the Event and hereby waive any right to modify this Contract, including cancellation, with Covid-19 as a rationale, as long as those restrictions do not increase to a level that would impact Biltmore's ability to fulfill obligations outlined within this Contract. Both Parties also agree that should Covid-19 related restrictions be modified and increased by the State or the County prior to the Event beyond the current restrictions and limit Biltmore's ability to perform services outlined within this Contract, Biltmore and Group agree to collaborate in good faith on mutually agreeable solutions including, but not limited to, modifying Group numbers, moving to alternate venues and rescheduling. Any modification to State or County restrictions that do not limit Biltmore's ability to provide the services contracted shall not be a cause for cancellation, modification or rescheduling of the contracted dates and events. If modifications to Covid-19 restrictions are implemented by the State or County and the Parties are unable to mutually agree upon a solution, either Party may choose to cancel the entire Group event which is the subject of this Contract, without penalty to either Party. All references to "Covid-19" herein shall include any variants thereof or other pandemic concerns.

BILTMORE®

6/5/2025 10:55:33 AM | **Group Reservation Self-Guided School Large** | **Order: 407369641**

ITINERARY

10/16/2025	11:30 AM	Dining at Antler Hill Outlet
10/16/2025	11:30 AM	Exhibition Admission
10/16/2025	11:45 AM	Exhibition Admission
10/16/2025	12:00 PM	Dining at Antler Hill Outlet
10/16/2025	12:00 PM	Exhibition Admission
10/16/2025	12:30 PM	Dining at Antler Hill Outlet
10/16/2025	01:30 PM	Dining at Antler Hill Outlet
10/16/2025	11:00 PM	Biltmore Grounds Admission

ORDER SUMMARY

	Qty	Price	Total Tax	Total
School Lunch Undecided	155	$8.00	$0.00	$1,240.00
Adult	19	$0.00	$0.00	$0.00
Group Youth	190	$15.00	$199.50	$3,049.50
Grounds with Activity Youth	90	$19.00	$119.70	$1,829.70
Group Grounds Only Complimentary	16	$0.00	$0.00	$0.00
Total:	470		$319.20	$6,119.20
		WILL_CALL_DELIVERY:		$0.00
		Grand Total:		$6,119.20

* Total Includes North Carolina sales tax.

Note: The current North Carolina sales tax rate is 7%. Tax rates are subject to change and pricing may increase or decrease depending on tax rates at the time of the group's arrival.

For questions regarding your Reservation Request, or to speak with your Group Sales Coordinator regarding changes, cancelations, or payment, please call 828 225-1412 (Monday - Friday, 8:30 am - 5:00 pm).

By visiting Biltmore, you agree to all terms, conditions, and policies found in Biltmore's **Estate Policies** and **Privacy Policy**.

Please read this reservation agreement carefully and review your itinerary and ticket information. For general questions, please call 866-851-4661, Monday through Friday, 8:30 am – 5:00 pm.

PAYMENT HISTORY

Transaction Date	Action	Method	Amount	Transaction ID	Account ID
Total Value:	**$6,119.20**	**Total Paid:**	**$0.00**	**Balance:**	**$6,119.20**

By signing below as the ***Group Leader***, I acknowledge:

- I have read and understand the policies set forth for our field trip.
- I am the School Group Leader and take responsibility for sharing policies and expectations to Students, Chaperones, and Adult Guests.

School Name_____

Print Contact Name_____

Contact Signature_____Date_____

The below section pertains to tour and travel companies only, as applicable.

By signing below as the ***Tour Operator***, I acknowledge:

- I have read and understand the policies set forth for this school's field trip.
- All information contained within this Reservation Request has been shared with the School Group Leader for this school group.

School Name_____

Tour Company_____

Print Contact Name_____

Contact Signature_____ Date_____

Thank you for choosing Biltmore. We sincerely appreciate your business.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of July, 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 #: 25-442(a)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 6/24/2025

BILTMORE®

6/5/2025 10:56:38 AM | **Group Reservation Self-Guided School Large** | **Order: 407370276**

Gibbs Middle School
Rosemary Neubert
7625 Tazewell Pike
Corryton TN 37721

Day Tel: () 8656605810
Fax:
Email: ROSEMARY.NEUBERT@KNOXSCHOOLS.ORG

Thank you for adding Biltmore to your classroom experience. We look forward to welcoming you and your students as our guests. This agreement serves as confirmation for your reservation request. Please review the Reservation Guidelines and the Itinerary information carefully as they are designed to share our policies and to provide you with information that will help ensure a well-planned visit. If there are any discrepancies, please call your Group Sales Coordinator immediately at 828-225-1412.

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- A signed copy of this agreement is required at least **30 days** prior to your planned visit. A copy may be scanned and returned to groupsales@biltmore.com.
- **Cancellations must be received at least 30 days prior to your visit.**
- Schools who have not included pre-purchased lunch options through Biltmore, are welcome to bring their own lunches and utilize the pavilion at Antler Hill Village. Please note, **deliveries from offsite restaurants or vendors are not permitted access to Biltmore Estate**.
- Upon receipt of full payment, and lunch menu selections (if applicable), a fieldtrip packet will be sent via FedEx to your attention. Please verify the contact information (including physical address, phone number, and email) on the agreement is correct and current. P.O. Boxes are not valid for courier delivery.

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Number of total students	Number of self-guided groups	Required number of Recognized Chaperones
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121-140	7	14

- **Adult Guests** are defined as additional adults (including teachers, parents, etc.) outside of the aforementioned Biltmore-Recognized Chaperones guidelines.
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    - Groups with Bus Drivers who are also designated as Biltmore-Recognized Chaperones must arrive 60 minutes prior to their **Biltmore House** entry time, as opposed to the standard 45-minute prior arrival. This additional time allows for the arrival and parking sequence required for motorcoaches.

Please read this reservation agreement carefully and review your itinerary and ticket information. For general questions, please call 866-851-4661, Monday through Friday, 8:30 am – 5:00 pm.

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- It is imperative that groups arrive on time and stay on schedule.
- School groups must arrive at the entrance to Biltmore Estate at least 45 minutes prior to your first scheduled activity.
- If your group is running late, please call the Group Sales Office at 828-225-1401.

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- All backpacks, including child carriers, are prohibited. Guests should leave these items in their car or bus. Exceptions will be made for medical items after inspection. It is the responsibility of the Lead Teacher or a Biltmore-Recognized Chaperone to carry the medical items.
    - Estate Security will be conducting bag searches prior to entering Biltmore House. Unless it is medically necessary, we require all non-essential bags and backpacks be stored on your bus.
- Encourage students to dress for the weather.
    - Comfortable shoes are highly recommended.
    - Shoes with wheels (such as Heelys®) are not permitted inside Biltmore House.
- Food, drinks, chewing gum, tobacco, and vaping products of any kind are not permitted inside Biltmore House or any estate building.
- Biltmore is a privately owned estate with both Security Personnel and Law Enforcement Officers on the property. **In the interest of public safety, and for the safety of Biltmore employees and officers, Biltmore does not permit weapons/firearms inside Biltmore House or in estate establishments that serve alcohol.**
- Biltmore Merchandise Shops do not accept cash as a form of payment. Only credit cards, debit cards, and Biltmore gift cards are accepted.

5. STUDENT GROUP ANTLER HILL VILLAGE GUIDELINES

- If your plans include a visit to Antler Hill Village, please be sure to check our hours of operation prior to arrival at **https://www.biltmore.com/hours/hours-of-operation/**.
- Please be aware that some areas may be unavailable due to programs in session.
- When visiting Antler Hill Farm and Barnyard it is imperative to treat our animals with respect and care. The animals at the Barnyard are there for learning and enjoyment, and the younger animals are more easily injured.

6. COVID-19 CLAUSE

Biltmore and Group (each a "Party" and collectively, the "Parties") recognize the ongoing existence of Covid-19 at the time of contract signing. Additionally, each Party acknowledges the potential for certain limitations to exist, based on restrictions enacted by governmental agencies including, but not limited to, the State of North Carolina ("the State") and Buncombe County ("the County"). By signing this Contract, both Parties acknowledge the current level of restrictions within the State and the County are acceptable for the Event and hereby waive any right to modify this Contract, including cancellation, with Covid-19 as a rationale, as long as those restrictions do not increase to a level that would impact Biltmore's ability to fulfill obligations outlined within this Contract. Both Parties also agree that should Covid-19 related restrictions be modified and increased by the State or the County prior to the Event beyond the current restrictions and limit Biltmore's ability to perform services outlined within this Contract, Biltmore and Group agree to collaborate in good faith on mutually agreeable solutions including, but not limited to, modifying Group numbers, moving to alternate venues and rescheduling. Any modification to State or County restrictions that do not limit Biltmore's ability to provide the services contracted shall not be a cause for cancellation, modification or rescheduling of the contracted dates and events. If modifications to Covid-19 restrictions are implemented by the State or County and the Parties are unable to mutually agree upon a solution, either Party may choose to cancel the entire Group event which is the subject of this Contract, without penalty to either Party. All references to "Covid-19" herein shall include any variants thereof or other pandemic concerns.

BILTMORE®

6/5/2025 10:56:38 AM **Group Reservation Self-Guided School Large** **Order: 407370276**

ITINERARY

10/16/2025	01:00 PM	Dining at Antler Hill Outlet
10/16/2025	01:30 PM	Dining at Antler Hill Outlet
10/16/2025	11:00 PM	Biltmore Grounds Admission

ORDER SUMMARY

	Qty	Price	Total Tax	Total
School Lunch Undecided	54	$8.00	$0.00	$432.00
Grounds with Activity Youth	103	$19.00	$136.99	$2,093.99
Group Grounds Only Complimentary	3	$0.00	$0.00	$0.00
Total:	160		$136.99	$2,525.99
			WILL_CALL_DELIVERY:	$0.00
			Grand Total:	$2,525.99

* Total Includes North Carolina sales tax.

Note: The current North Carolina sales tax rate is 7%. Tax rates are subject to change and pricing may increase or decrease depending on tax rates at the time of the group's arrival.

For questions regarding your Reservation Request, or to speak with your Group Sales Coordinator regarding changes, cancelations, or payment, please call 828 225-1412 (Monday - Friday, 8:30 am - 5:00 pm).

By visiting Biltmore, you agree to all terms, conditions, and policies found in Biltmore's **Estate Policies** and **Privacy Policy**.

Please read this reservation agreement carefully and review your itinerary and ticket information. For general questions, please call 866-851-4661, Monday through Friday, 8:30 am – 5:00 pm.

PAYMENT HISTORY

Transaction Date	Action	Method	Amount	Transaction ID	Account ID
Total Value:	**$2,525.99**	**Total Paid:**	**$0.00**	**Balance:**	**$2,525.99**

By signing below as the ***Group Leader***, I acknowledge:

- I have read and understand the policies set forth for our field trip.
- I am the School Group Leader and take responsibility for sharing policies and expectations to Students, Chaperones, and Adult Guests.

School Name_____

Print Contact Name_____

Contact Signature_____Date_____

The below section pertains to tour and travel companies only, as applicable.

By signing below as the ***Tour Operator***, I acknowledge:

- I have read and understand the policies set forth for this school's field trip.
- All information contained within this Reservation Request has been shared with the School Group Leader for this school group.

School Name_____

Tour Company_____

Print Contact Name_____

Contact Signature_____ Date_____

Thank you for choosing Biltmore. We sincerely appreciate your business.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of July, 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 #: 25-442 (6)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 6/24/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Contracts for a 6th grade field trip to visit the Tutankhamun exhibit at Biltmore. This aligns with our 6th grade social studies standards and is an accessible option for all of our students. The venue has created two contracts due to the group size.
The cost to KCS is approximate as it includes an estimate for transportation costs that will be covered by our ISM field trip funds.

Cost to Knox County Schools

$14,000

Description and Type of Funding Source

Student fees and ISM Grant Funds

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

RLA-17489 **R-25-7-207**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an agreement with Best Choice Roofing for replacement of the roof on the baseball/softball hitting facility at Hardin Valley Academy at a cost of $9,504.25. *(Schools)*

Attachments

Resolution

Agreement/Detail

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN AGREEMENT WITH BEST CHOICE ROOFING FOR REPLACEMENT OF THE ROOF ON THE BASEBALL/SOFTBALL HITTING FACILITY AT HARDIN VALLEY ACADEMY AT A COST OF $9,504.25.

RESOLUTION: R-25-7-207

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, it has been determined that the baseball/softball hitting facility at Hardin Valley Academy needs a roof replacement; and

WHEREAS, Best Choice Roofing has been selected to perform the work for the roof replacement at a cost of $9,504.25; and

WHEREAS, the proposed agreement with Best Choice Roofing sets forth the terms and conditions under which the services will be provided; and

WHEREAS, at its regularly scheduled meeting on July 10, 2025, the Knox County Board of Education approved the agreement with Best Choice Roofing for the replacement of the roof on the baseball/softball hitting facility at Hardin Valley Academy.

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

The agreement with Best Choice Roofing for the replacement of the roof on the baseball/softball hitting facility at Hardin Valley Academy 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 Best Choice Roofing for the replacement of the roof on the baseball/softball hitting facility at Hardin Valley Academy shall be executed subject to such amendment or action not affecting the substantive provisions of the documents 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 SCHOOLS
Facilities Department

TO: **Doug Shover**
Director of New Facilities and Construction

FROM: Kirk Renegar - HVA

DATE: 3-25-25

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	Hardin Valley Academy - Baseball/Softball Hitting Facility
Requested By:	Aaron Simmons
Approved By: **(School Principal)**	Kirk Renegar
Phone	865-690-9690
Nature of the Project	Replacing metal roofing on hitting facility.
Cost of the Project	$9,504.25
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.	Baseball school account
Cost to Knox County Schools	$0.00

KNOX COUNTY BOARD OF EDUCATION

INTERNAL SCHOOL FUNDS
PURCHASE APPROVAL REQUEST

1) School Hardin Valley Academy Date 3-25-25

2) Item(s) to be Purchased (Note 1)
1) Metal Roof Installation
2) _____
3) _____
4) _____
Attach additional page(s) as necessary

3) Purchase Amount (Note 2) $ 9,504.25

4) Vendor Best Choice Roofing

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	Baseball	Account Number	603.603	Amount $	9,504.25
Source 2		Account Number		Amount $	
Source 3		Account Number		Amount $	
Source 4		Account Number		Amount $	
Total (Should Equal Item #3 Above)				$	9,504.25

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: 3-25-25

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.

Outlook

Re: HVA - BB/SB hitting facility roof replacement

From KIRK RENEGAR <kirk.renegar@knoxschools.org>
Date Wed 6/18/2025 11:39 AM
To KIRK RENEGAR <kirk.renegar@knoxschools.org>

From: DOUGLAS SHOVER <douglas.shover@knoxschools.org>
Sent: Monday, March 31, 2025 4:49 PM
To: KIRK RENEGAR <kirk.renegar@knoxschools.org>
Subject: Fw: HVA - BB/SB hitting facility roof replacement

You are authorized to proceed - your requested has been reviewed/approved by me, Garrett Raiden & Checovoia Foster-Bruce.

Thank you.
Douglas Shover, Executive Director
Facilities and New Construction Department
KCS | KNOX COUNTY SCHOOLS
Office: 865.594.1825
Mobile: 865.385.2077

Mailing Address
Knox County Schools - Facilities Department
ATTN: Douglas Shover
505 Summer Place - UTT 2nd Floor, Room 281H
Knoxville, Tennessee 37902

From: DOUGLAS SHOVER <douglas.shover@knoxschools.org>
Sent: Wednesday, March 26, 2025 11:18 AM
To: GARRETT RAIDEN <garrett.raiden@knoxschools.org>; CHECOVOIA FOSTER-BRUCE <checovoia.fosterbruce@knoxschools.org>
Cc: BRYAN BROWN <bryan.brown@knoxschools.org>
Subject: HVA - BB/SB hitting facility roof replacement

Please see attached for your review/comment/approval.

Garrett, can you let me know when (if) HVA is authorized to proceed?
Checovoia, I assume since we previously determined that the hitting facility is shared between baseball & softball, there are no resultant Title IX issues, correct?

Thanks.

Thank you.
Douglas Shover, Executive Director
Facilities and New Construction Department

KCS | KNOX COUNTY SCHOOLS

Office: 865.594.1825
Mobile: 865.385.2077

Mailing Address
Knox County Schools - Facilities Department
ATTN: Douglas Shover
505 Summer Place - UTT 2nd Floor, Room 281H
Knoxville, Tennessee 37902

ESTIMATE

Holdings
105 Hazel Path
Hendersonville, TN 37075
(615) 824-8800

Sales Representative
Chris Estep
chris.estep@bestchoiceroofing.com

Hardin Valley Academy- Baseball Building
11345 Hardin Valley Rd
Knoxville, TN 37932

Estimate #	Best Choice Roofing Smoky Mountains, LLC75897
Date	8/13/2024

Item	Description
Metal Roof Installation	Install 40 year tuff rib metal roof with all required metal components over existing shingles. Install with Lifetime self tapping screws. Haul off roofing debris.

Sub Total	$9,504.25
Total	$9,504.25

SPECIAL INSTRUCTIONS

I recommend using Black color for the install.

Best Choice Roofing

6700 Baum Drive, Suite 4, Knoxville, TN 37919

(866)BESTCHOICE BestChoiceRoofing.com

Best Choice Roofing
You Chose the Best!®

Lead Source: R
DRP: Y (N)
Contingency Number:

E I (R)

Property Owner(s) Name: Hardin Valley Academy Baseball
Address: 11345 Hardin Valley Rd City: Knoxville
State: TN Zip: 37932 Home Phone: 865-690-9680 Alt Phone:
Email: brian.wyatt@knoxschools.org Employer:
If Rental Property: Tenant's Name: Tenant's Phone Number:
In Case of Emergency Contact: Phone Number:

ROOFING WORK TO BE PERFORMED:

Remove old metal from baseball building, replace with new metal, place old metal & clean up in dumpster provided by the school

EXTERIOR WORK TO BE PERFORMED: PER INSURANCE SCOPE Y (N)
IF "N", LIST WORK TO PERFORM PER CONSUMER(S) REQUEST:

N/A

MATERIALS NEEDED PER CONSUMER'S INSURANCE PROVIDER:

Item: Color: Item: Color:
Item: Color: Item: Color:

INTERIOR WORK TO BE PERFORMED: PER INSURANCE SCOPE Y (N)
IF "N", LIST WORK TO PERFORM PER CONSUMER(S) REQUEST:

N/A

TOTAL COST: $9,504.25	SHINGLE MANUFACTURER: True Metal
REQUIRED DOWN PAYMENT AMOUNT:	SHINGLE TYPE: Tuff-Rib
ADDITIONAL PAYMENTS:	SHINGLE COLOR: Black
METHOD:	ADDITIONAL EXPENSES: 0
FINANCE AMOUNT:	
TOTAL BALANCE DUE: $9,504.25 (INCLUDING INSURANCE COVERAGE & FINANCE AMOUNT)	

Damaged decking in need of repair must be replaced as a cost to the property owner(s) of $75.00 per 4' X 8' sheet of decking and $8 per linear foot of slat decking, which will be billed separately INITIALS: N/A (CE)

X INITIALS:

Checks with Mortgage Company(s) on it are not considered a deposit until the Mortgage Company(s) have endorsed it. If applicable, list check number and amount:

NOTES: No wood will be used on this project
Estimated Job Start Date: 7-2-25 Estimated Date of Completion: 7-4-25

INSTALLATION BEGINS FOUR TO SIX WEEKS AFTER CONTRACT DATE

AUTHORIZATION TO PAY

I understand this Authorization-To-Pay extends solely for the services or repair expenses covered by my insurance policy as a result of the above loss.
I agree to separately pay and be liable to Best Choice Roofing for any services, repairs or additional improvements made at my direction that are not covered under my insurance policy
I authorize payment of recoverable depreciation, overhead and profit (if applicable) and supplements (if applicable) on my behalf to be paid directly to Best Choice Roofing, on the above referenced claim for the amount shown on the final estimate(s) or invoices sent by Best Choice Roofing. By signing this Contract, property owner(s) listed above will allow this to serve as a temporary and limited power of attorney allowing Best Choice Roofing to endorse any payments and to apply those payments to property owner(s) account balance.

TOTAL OUT OF POCKET EXPENSE FOR THE PROPERTY OWNER(S) AS OF NOW

INCLUDING YOUR DEDUCTIBLE, YOUR OUT OF POCKET EXPENSE IS $ 9,504.25 THIS AMOUNT IS SUBJECT TO CHANGE.

You may cancel this contract at any time before midnight on the third business day after you have received written notification from your insurer that all or any part of the claim or contract is not a covered loss under your insurance policy. This right to cancel is in addition to any other rights of cancellation which may be found in state or federal law or regulation. See the attached notice of cancellation for an explanation of this right.

BUYERS RIGHT TO CANCEL

IF THIS AGREEMENT WAS SOLICITED AT YOUR RESIDENCE AND YOU DO NOT WANT THE GOODS OR SERVICES, YOU MAY CANCEL THIS AGREEMENT BY MAILING A NOTICE TO THE SELLER. THE NOTICE MUST SAY THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE MAILED BEFORE TWELVE O'CLOCK MIDNIGHT (12:00) OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT. THE NOTICE MUST BE MAILED TO: Best Choice Roofing AT 105 HZAEL PATH HENDERSONVILLE, TN 37075

BY SIGNING, CUSTOMER HAS READ AND AGREES TO THE ABOVE TERMS AND THE OTHER TERMS INCLUDED HERETO:

X DATE: 6/2/25

DATE: 6-2-25
BCR Representative

DATE:

Weather Damage Expert's Printed Name: Chris Estep
Weather Damage Expert's Phone Number: 615-235-2466

Best Choice Roofing Corporate Headquarters
(866)BESTCHOICE
(866)237-8246

WWW.BESTCHOICEROOFING.COM

NOTICE TO OWNER:
Do not sign the contract if blank. You are entitled to a copy of the contract at the time you sign.

TO NOTIFY BEST CHOICE ROOFING OF A WARRANTY CLAIM PLEASE CALL (866)BESTCHOICE

OTHER TERMS TO AGREEMENT

Subject to the exception in Paragraph 2 below or as expressly agreed to by the parties, customer agrees to pay and Best Choice Roofing agrees to provide all the labor, materials, equipment, tools, and other services necessary to complete the scope of work agreed to for the total cost stated above. No modification to this Contract or change order will be effective unless agreed to and bearing the signature of Customer and Best Choice Roofing.

Customer acknowledges and agrees that damaged decking identified by Best Choice Roofing during the course of performance of this contract and in need of repair must be replaced at an additional cost to the Customer of $75.00 per 4' X 8' sheet of decking and $6 per linear foot of slat decking, which will be billed separately.

Best Choice Roofing will not be liable for any damages during the job process unless directly caused by Best Choice Roofing's negligence.

All work start and finish dates are tentative due to weather or any condition preventing production. Best Choice Roofing will not be liable for any delays. Best Choice Roofing is not liable for the failure of performance due to labor issues, strikes, fires, weather, inability to obtain materials from usual sources, or any other circumstance beyond the control of Best Choice Roofing. Delays caused by such events are out of Best Choice Roofing's control and do not constitute abandonment, nor are they included when calculating time frames for payment or performance. Any time frames shall be extended by the amount of any such delay.

Best Choice Roofing will comply with all local requirements for building permits, inspections, and zoning.

Best Choice Roofing will obtain all permits as necessary. Permit cost will be added to the face value of the invoice and listed separately.

Customer is responsible for any hazardous condition or materials and will notify Best Choice Roofing of the presence of any hazardous condition prior to the commencement of the job.

This contract must be approved by the corporate office of Best Choice Roofing. Any portion of this contract is subject to cancellation for any reason before the date of install by Best Choice Roofing for any reason and Best Choice Roofing will remove said work from total invoice amount. Best Choice Roofing cannot be held liable for damage(s) or losses incurred to the homeowners / customers, tenants, or property due to revocation of the contract or delay in completion of the project(s). Delays caused by such events are out of Best Choice Roofing's control and do not constitute abandonment, nor are they included when calculating time frames for payment or performance.

Interest on unpaid balances will accrue interest at 1.5% per month, (or maximum allowed by law) from the date of the agreement. A surcharge in the amount of $35 (or maximum allowed by law) will be assessed on all returned checks and all reversed credit card charges. ~~The customer agrees to pay all collection fees and/or attorney's fees equal to fifteen percent (15%) of the outstanding balance and accrued interest, lien fees, court cost(s) should non-payment result in action to collect a debt.~~ Failure to pay can give rise to a mechanics lien against the Customer's property.

Best Choice Roofing will not be liable for any damages to soft or defective driveways due to the staging of the work area and/or delivery of the materials. Best Choice Roofing will not be liable for damage caused to landscaping during installation or delivery of the materials. Best Choice Roofing will not be liable for damages to septic tank systems. It is the Customer / homeowner's responsibility to ensure that a notation be made on the front of the contract specifically stating where the septic tank is.

Customer warrants that the Customer owns the property on which the work is to be done and no person who is not a party to signing this contract holds an interest to the property at this address.

If property listed is a business, owner of the business agrees to personally guarantee the value of this contract and any collection costs, if applicable

All roofing labor is guaranteed for a period of five years from the date of completion and receipt of payment in full. This guarantee becomes effective when the full balance for the work performed has been credited to the Company account. Any modifications to the work performed in this order will void the guarantee and guarantee is not extended to any other un-worked part connected to this approved request. The only warranty implied by Best Choice Roofing through this agreement is the five-year roofing labor warranty on labor. Layovers (not tearing off the existing shingles) will only carry a one-year labor warranty.

Customer(s) understand that left over material is the property of Best Choice Roofing. Best Choice Roofing routinely orders extra material in an effort to reduce shortages. Leftover materials not returned to Best Choice Roofing will be billed at Customer(s) expense

Best Choice Roofing is not responsible for ensuring satellite dishes are functional upon completion of the job

Sags in the roof may be caused by old age, sagging rafters or weak decking. During installation of the roof, Best Choice Roofing will replace damaged decking not suitable to use. Warped decking may not be replaced. If Customer wants sags or dips removed from the roof, this work must be described on the contract.

Labor warranty does not include damage to property caused by lightning, gale force winds (50MPH+), tornado, hailstorm, impact of foreign objects or any other storm casualty, or damage to the roof due to settlement, or other cracking to the roof decking, walls or foundation of the building. Ice dam leakage is not covered under this warranty. Any warranty provided by Best Choice Roofing for roofing covers the roof only and shall not include any content damage during warranty period. Labor warranty will not be in effect until the entire balance is paid in full.

Best Choice Roofing shall not be liable for any damages to the interior of the building except for water damage

Depreciation or any other amount not recovered or paid (notwithstanding the reason) becomes the liability of the Customer

Choice of Law, ~~Venue and Attorney's Fees. Except for collection matters, this Agreement shall be governed by the laws of the State of Tennessee. Venue of any non-collection proceeding arising out of this Agreement shall be Madison County, Tennessee. All collection matters will be governed by the laws of the State where the work is performed and the Venue for all collection matters will be the State where the work is performed. The non-prevailing party in any legal or equitable action arising out of or relating to this Agreement including collections, arbitration, administrative, appellate and/or bankruptcy proceedings shall reimburse the prevailing party on demand for all attorney's fees, costs, and expenses incurred by the prevailing party in connection with the action.~~

Best Choice Roofing accepts no responsibility or liability whatsoever involving rebates, discounts, incentives, warranties etc. from any party other than Best Choice Roofing

Best Choice Roofing will not be liable for damage to trees, shrubs, flowers, grass, concrete, driveways, sprinkler systems, underground water/sewer lines and/or septic tank systems. Best Choice Roofing assumes no liability for alarms or satellite dish antennas.

Debris will be present in your attic from the installation of your roof. Please remove valuables from the attic. Best Choice Roofing cannot be held liable for debris left in the attic as a result of installation or damage to property left in attic.

~~Customer agrees to hold Best Choice Roofing harmless for liability arising from damage caused by nails on the property or debris on the property~~

~~Arbitration. If a dispute shall arise between Best Choice Roofing and Customer with respect to any matters or questions arising out of, or relating to this Agreement or the breach thereof, such dispute, other than collection matters, shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof.~~

Jury Trial Waiver. In the event there is litigation over the enforcement of a collection matter or construction lien, the parties **KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.**

Damage Limitation. In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Best Choice Roofing be liable for special, consequential, punitive, or indirect damages, including loss of use or loss of profits. Best Choice Roofing and Customer agree to allocate certain risks so that, to the fullest extent permitted by law Best Choice Roofing's total aggregate liability to Customer is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.

This agreement may be supplemented, amended, or modified. However, no supplement, amendment, or modification of this Agreement which changes the cost, materials, work to be performed, or estimated completion date shall be binding unless it is in writing and signed by all parties.

Customer may cancel the agreement for a material breach by Best Choice Roofing. In such a case, Customer will only owe money for all work already performed and all materials already purchased as of the date of cancellation. Best Choice Roofing may cancel the agreement for a material breach by Customer. Being late on any payment shall constitute a material breach. Upon canceling, Best Choice Roofing shall be owed money for all work performed, all materials purchased, and all reasonably expected profits on unperformed work, as of the date of cancellation. Customer shall give Best Choice Roofing written notice and ten days reasonable opportunity to cure prior to any cancellation. A cancellation must be in writing.

Tennessee Board for Licensing Contractors. Owner is encouraged to contact the Tennessee Board for Licensing Contractors (the "Board") at (615) 741-8307 or online at https://www.tn.gov/commerce/regboards/contractor.html if Owner has any questions regarding Company's licensure in the State of Tennessee. Every contractor must be licensed by the Board and anyone may ask the Board about a contractor

PUBLICITY RELEASE. Customer grants Best Choice Roofing permission to use any pictures, photos, images, or video recordings of Customer's property taken or made on behalf of BCR in the performance of this contract (collectively, "Media"). Customer agrees that BCR shall have complete ownership of any Media including the entire copyright, and may use the Media in any manner and in any format or medium, now known or later developed, throughout the world, at any time, for the purpose of promoting, advertising or publicizing BCR's products and services, without Customer's review or permission. Customer acknowledges that he/she will not receive any compensation for the use of the Media, and Customer hereby releases BCR and its agents and assigns from any and all claims which may arise out of or are related to such use.

WARRANTY INFORMATION

Owner hereby releases Best Choice Roofing from all liability to Owner's insurance carrier(s) or to anyone claiming under or through Owner by reason of subrogation or otherwise. Notwithstanding any other provision of this agreement, Owner hereby waives all rights and claims against Best Choice Roofing for damages to all or any portion of the Owner's property (including but not limited to the roof) caused by fire or any other causes of loss to the extent covered by any policy or policies of insurance maintained by or on behalf of Owner. To fully evaluate your warranty claim we may ask you to provide and forward, at your expense, pictures of your roof system for us to evaluate. If there is a leak during the FIVE-YEAR ROOFING LABOR WARRANTY period resulting solely as a result from a defect in the workmanship and installation by Best Choice Roofing, Best Choice Roofing will repair the roof at no cost. There are no implied obligations under this warranty and Best Choice Roofing shall not be liable for incidental consequential damages including but not limited to; injury to any persons or damages to the building or the contents of the building, including such damages relating to the presence of mold, mildew, or any pathogenic microbe. This FIVE-YEAR ROOF LABOR WARRANTY is non-transferable. Best Choice Roofing may suspend its obligations under this warranty if all bills due have not been paid in full. Non-full-replacement repairs performed by Best Choice Roofing will be given a 6-month labor warranty. If a component is not fully removed and replaced in its entirety, a 6-month labor warranty will be given to the partial components replaced by Best Choice Roofing. Only the roof is covered by a 5-year warranty. All other work carries a 1-year warranty. During the terms of this FIVE-YEAR ROOFING LABOR WARRANTY, Best Choice Roofing shall have access to the roof for inspection during normal business hours. Owner shall obtain Best Choice Roofing's written approval before making changes or alterations of the roof or installing any structures, fixtures, or utilities, on or through the roof. Owner shall notify Best Choice Roofing in writing to or by phoning (866) BESTCHOICE within 7 days of a leak. If Best Choice Roofing's investigation into any claim under this warranty reveals that Best Choice Roofing is not responsible under the terms of this warranty for Owner's claim or Owner was negligent in reporting this warranty within 7 days, Owner shall promptly reimburse the investigation and/or repair costs incurred by Best Choice Roofing and/or Best Choice Roofing shall not honor the warranty.

Venue and choice of law is the State of Tennessee and Knox County, Tennessee.

No students in Photographs.

Platinum PROTECTION — Roofing System Limited Warranty

BCR Best Choice Roofing "You Chose the Best!"

INITIALS: [illegible] X

BEFORE INSTALLATION BEGINS

1. Your installation dates are tentative and may change due to weather and/or other unforeseen circumstances. We cannot be liable for lost wages due to schedule changes.
2. We will perform only the work specifically listed on the contract. Verbal agreements cannot/will not be honored.
3. If your insurance check has your mortgage company(s) listed on it, you may need to contact them directly to complete their paperwork. Please begin working with our Accounts Receivable department to expedite the processing of the check(s) if your mortgage company(s) is listed on them to avoid interest. This process can take several weeks, so please begin the process as soon as possible, or let us do it for you. If you choose to let us process payments with your mortgage company(s), we may need to obtain documentation from you.
4. Sags in your roof may be caused by old age, sagging rafters or weak decking. During installation of your roof, we will replace damaged decking not suitable to hold nails. Decking that is warped may not be replaced unless instructed on the contract. If you wish to have sags and/or dips removed, this work needs to be described on the contract.
5. We order extra material so that we don't run short on your job. Leftover material is the property of Best Choice Roofing.
6. Do you have air conditioning coolant lines or any other pipes running on the underside of decking? NO (yes or no)

INITIALS: [illegible] X

DURING INSTALLATION

1. Homeowner agrees to make their residence available during regular business hours Monday through Friday for repairs. If access is not allowed to the property, Best Choice Roofing reserves the right to credit funds for those services back to the homeowner and preclude itself from engaging in that work. Interior work may take more than one day.
2. Crews that show up are only knowledgeable about the work they are doing that day. They will not be able to answer questions regarding other work that needs to be performed. If you have questions regarding your installation, please call your local branch or (866) BESTCHOICE.
3. We clean up regularly but can assure you we will not get all of the debris and/or nails. Please take caution during and after the installation process. A freshly mowed lawn will help us clean up debris and nails.
4. During installation, your home will be a construction zone. We do our best to protect landscaping, but damage may occur. We cannot be held liable for bushes and/or other landscaping. We request a six-to-eight-foot buffer zone to be cleared around your house. Please be sure to move cars out of the driveway and clear your patio and/or deck.
5. We do our best to protect your property, but small dings and scratches to your gutters may be present after the removal and installation of your new roof.
6. Unless specified on the contract, replacement of decking is not included in your pricing. If decking is required, an additional charge will be necessary. Please refer to your contract for pricing of decking.
7. There may be debris in your attic after the installation. Please take precautions.
8. Best Choice Roofing may preclude itself from services for any reason, including if the scope of work changes. Best Choice Roofing will then provide a refund or credit to the property owner for work not completed.
9. During the installation of your roof, we are required to use manufacturer approved fasteners (nails) that may penetrate completely through the decking. The nails may disturb the paint and/or be exposed on open soffits. The cost to paint or cover those nails, if desired, is an additional expense.

INITIALS: [illegible] X

AFTER INSTALLATION

1. After completion of the entire job, we will need to obtain a Certificate of Completion within 24 hours. If we are unable to obtain this within 48 hours, we will notify your insurance carrier that the contracted work has been completed and ask they contact you directly to verify and to release remaining funds (if applicable).
2. Your out-of-pocket expenses will be collected immediately upon completion.
3. Balances owed by you are due immediately upon completion.
4. After completion of all the work, we will file for depreciation (if applicable). These funds will be sent directly to you. We ask that you forward the funds to us promptly upon receipt.
5. If you have a warranty claim, please call (866) BESTCHOICE.
6. We will not file for depreciation for work we did not complete for you, nor will we file supplemental claims for work we are not contracted to do.
7. Any concerns with completed work or damage(s) must be communicated to our corporate office within 48 hours.
8. You allow Best Choice Roofing to send updates and payment obligations via text regarding insurance, mortgage, and financial agreements to your cell phone. Best Choice Roofing will not be held liable for data rates that may apply.

Pre-Existing Damage: N/A

Property Owner(s): Knox County Schools - Mick Ramsey Date: 6-2-25

Signature: [illegible]

Run by Account

603.603 - Baseball

ACCOUNT INFORMATION YEAR-TO-DATE

Beg. Bal.	Receipts	Disb.	Encum.	Transfers	Current Bal
$10,903.74	$41,437.32	$29,683.01	$8,186.30	$1,785.68	$16,257.43

START 3/1/2025 **END** 3/31/2025

DETAIL (VIEW ONLY) DETAIL (PRINTABLE)

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of July, 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 #: 25-437

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 6/23/2025

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

The roof on the current baseball/softball hitting facility is need of replacement. We have identified Best Choice Roofing to complete the work. We have received approval from Mr. Shover, Mr. Raiden, and Dr. Foster-Bruce to proceed. The funds will be used will come from the HVA Baseball Account. Attached are the KCS documents, the roofing contract, and the approval from KCS facilities.

Cost to Knox County Schools

0.00

Description and Type of Funding Source

HVA Baseball Account 603.603

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

RLA-17490 **R-25-7-208**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Program Agreement with Array Education, Inc. and its Teach Like a Champion program for a two-day in-person professional development workshop for Maynard Elementary School at a cost of $32,500.00.
(Schools)

Attachments

Resolution

Agreement

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A PROGRAM AGREEMENT WITH ARRAY EDUCATION, INC. AND ITS TEACH LIKE A CHAMPION PROGRAM FOR A TWO-DAY IN-PERSON PROFESSIONAL DEVELOPMENT WORKSHOP FOR MAYNARD ELEMENTARY SCHOOL AT A COST OF $32,500.00.

RESOLUTION: R-25-7-208

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, Knox County Schools desires to enter into a Program Agreement with Array Education, Inc. and its Teach Like a Champion program for the provision of a two-day in-person professional development workshop for Maynard Elementary School; and

WHEREAS, the proposed Program Agreement sets forth the terms and conditions under which the services will be provided; and

WHEREAS, at its regularly scheduled meeting on July 10, 2025, the Knox County Board of Education approved the Program Agreement with Array Education, Inc. and its Teach Like a Champion program at a cost of $32,500.00.

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

The Program Agreement with Array Education, Inc. and its Teach Like a Champion program for the provision of a professional development workshop for Maynard Elementary 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 Program Agreement with Array Education, Inc. and its Teach Like a Champion program for the provision of a professional development workshop for Maynard Elementary 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

PROGRAM AGREEMENT

This Program Agreement (the "Agreement") is by and between Knox County Schools ("Customer") and Array Education, Inc. and its Teach Like a Champion program ("TLAC"), collectively the "Parties" and each individually a "Party," effective July 1, 2025 (the "Effective Date") through July 31, 2025 (the "Termination Date").

The purpose of this Agreement is to formalize the partnership between Customer and TLAC, to further the Parties' shared goals and to outline the responsibilities of each Party.

1. **Program Overview.**

   a) TLAC will provide services outlined in the Scope of Work attached to this document in **Appendix A** ("Program") for Maynard Elementary School teachers and leaders ("Program Participants").

   b) The following designated representatives will serve as the partnership coordinators and contact persons for the Program for the purposes of maintaining a strong partnership. Any questions about the details of the Agreement should be directed to the Program Contact.

      For Customer ("Customer Program Contact"):

      Name: Shaunna Foster
      Title: Principal
      Email: Shaunna.foster@knoxschools.org
      Phone: 865-594-1333

      For TLAC ("TLAC Program Contact"):

      Name: Sadie McCleary
      Title: Senior Associate Director of Content, TLAC
      Email: smccleary@teachlikeachampion.org
      Phone: 336-671-5527

   c) For training and workshops, the Customer Program Contact is responsible for the items below. The TLAC Program Contact will reach out to the Customer Program Contact to coordinate.
      i. For in-person training, provide necessary audio-visual equipment, Wi-Fi, and other logistical requests from TLAC. See Workshop Prep Checklist for reference. Also included in **Appendix B.**
      ii. Send a participant list with names, email addresses, and roles in an Excel spreadsheet to TLAC Program Contact no later than 5 calendar days prior to the training.
      iii. Share training expectations and all logistical information from TLAC Program Contact with all participants of the training.
      iv. Share Media Consent and Release Agreements with all participants and return completed forms to TLAC Program Contact no later than 1 day prior to the training. Forms should be compiled into a single email or shared cloud folder.

2. **Fees and Payment.**

   a) **Program Fee**: Upon issuance of a signed purchase order Array Education shall render the services outlined within the Scope of Work. Upon completion of services Array Education shall

invoice Knox County Schools for a fixed fee of thirty-two thousand, five hundred dollars ($32,500).

b) **Payment Terms**: Services shall only be rendered upon issuance of a signed purchase order. Customer will be invoiced for the contract total upon completion of services of this Agreement, with payments made via electronic funds transfer (preferred) or check in U.S. dollars unless otherwise noted in the invoice due within 30 days of the invoice. If a Purchase Order is required or if TLAC needs to register formally as a vendor in your procurement process, please notify Array at finance@arrayeducation.org.

c) **Cancellation/Reschedule**: By signing this Agreement, TLAC will reserve the dates and trainers needed for the Customer. If the Customer needs to cancel less than 30 calendar days prior to the scheduled date of services, Customer will be invoiced a late cancellation fee of $500. Alternatively, Customers can request a reschedule of services up to 2 times in lieu of the cancellation fee.

3. Intellectual Property.

a) **"Intellectual Property"** means any and all worldwide rights in, arising from or associated with the following, whether protected, created or arising under the laws of the United States or any other jurisdiction or under any international convention: (1) all patents and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, substitutions, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries including, without limitation, invention disclosures ("Patents"); (2) all trade secrets and other proprietary information which derives independent economic value from not being generally known to the public (collectively, "Trade Secrets"); (3) all copyrights, copyrights registrations and applications therefor ("Copyrights"); (4) all uniform resource locators, e-mail and other internet addresses and domain names and applications and registrations therefor ("Domain Names"); (5) all trade names, corporate names, logos, slogans, trade dress, trademarks, service marks, and trademark and service mark registrations and applications therefor and all goodwill associated therewith ("Trademarks"); (6) rights of publicity; (7) moral rights and rights of attribution; (8) software, databases, compilations and data, technology supporting the foregoing, and all documentation, including user manuals and training materials relating to the foregoing; [(9) websites; and (10) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

b) The Parties acknowledge that TLAC owns all right, title and interest in and to the Program materials, including but not limited to lessons, slides, teaching instructions, videos and handouts (collectively, the "TLAC Program Curriculum"), together with all modifications, enhancements, revisions, changes, copies, partial copies, translations, compilations, and derivative works thereto, including all Intellectual Property rights thereto ("TLAC IP"). Customer will have no rights with respect to the TLAC IP other than those expressly granted under this Section 3

c) Subject to the terms and conditions of this Agreement, TLAC hereby grants to Customer during the Term, a limited, non-exclusive, non-transferable, non-sublicensable license to use the TLAC Program Curriculum solely for Customer's noncommercial use. The foregoing license allows Customer to permit the Program Participants to use the TLAC Program Curriculum for the Program Participants personal noncommercial use. Customer and the Program Participants

shall not use the TLAC Program Curriculum beyond the scope of the license granted hereunder. Customer acknowledges and agrees that the TLAC Program Curriculum is licensed, not sold, to the Customer for use only under the terms and conditions of this Agreement. Customer shall retain all branding, trademark and copyright notices, attributions, and identification of authors that appear on the TLAC Program Curriculum delivered to Customer by TLAC.

d) Customer shall not (and shall not permit any third party to) make any use of the TLAC Program Curriculum that is not expressly permitted under this Agreement. Without limiting the foregoing, Customer shall not (and shall not permit any third party to): (i) modify, adapt, translate, or delete the contents of or create derivative works based on the TLAC Program Curriculum; (ii) sell, rent, lease, resell, distribute, or sublicense the TLAC Program Curriculum; (iii) remove or modify any proprietary marking or restrictive legends placed on the TLAC Program Curriculum; (iv) use the TLAC Program Curriculum, directly or indirectly, to create, implement, or enhance a curriculum that is similar to the TLAC Program Curriculum; and/or (v) engage or participate in any activity or course of action that could diminish or tarnish the image or reputation of the TLAC Program Curriculum or TLAC, or cause confusion as to the ownership of the TLAC Program Curriculum.

4. Use of Brands and Logos.

Signing of this Agreement does not grant use of TLAC brands and logos by the Customer and Customer brands and logos by TLAC. This includes posting TLAC's logo on Customer's website and posting Customer's logo on TLAC's website. Each Party must get permission from the other Party prior to using the other Party's logo.

5. Confidentiality.

For the purposes of this Agreement, "Confidential Information" means any confidential or other proprietary information that is disclosed by or on behalf of TLAC to Customer and/or Program Participants, whether disclosed orally or in writing, whether disclosed before or after the Effective Date, and whether or not marked or otherwise designated as confidential, including, without limitation, information relating to TLAC's customers, potential customers, suppliers, financial and business information, technological information, specifications, business and product plans, TLAC Program Curriculum; and the terms and conditions of this Agreement. Notwithstanding the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, Customer; (ii) is publicly disclosed by Customer with the prior, written approval of TLAC; or (iii) is independently developed by Customer without use of or access to Confidential Information. Customer shall: (i) observe complete confidentiality with respect to, and not to disclose, or permit any third party or entity access to, any Confidential Information without prior written permission of TLAC; (ii) not utilize, except as required to perform its obligations under this Agreement, any Confidential Information; (iii) ensure that its employees shall only be given access to Confidential Information to the extent necessary for such employees to perform their duties under this Agreement; and (iv) ensure that any of its employees who receive access to any Confidential Information are advised of the confidential and proprietary nature thereof and are bound by confidentiality terms at least as protective of the Confidential Information as those contained herein. Customer shall remain at all times responsible for any breach of this Agreement by any of its employees. Without limiting the foregoing, Customer agrees to employ, with regard to the Confidential Information, procedures that are no less restrictive than the procedures used by it to protect its own confidential and proprietary information of similar sensitivity (and that in no event are less restrictive than reasonable procedures). If Customer is

requested to disclose any of the Confidential Information pursuant to any judicial or governmental order, Customer will not disclose the Confidential Information without first giving TLAC written notice of the request. Array Education, Inc. 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. Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Knox County will comply with all legitimate requests.

6. **Term and Termination.**

a) This Agreement shall commence as of the Effective Date and will continue in effect until the Termination Date (the "Term"), except that either party may terminate the Agreement at any time on thirty (30) calendar days prior written notice to the other party with or without cause.

b) Upon termination or expiration of this Agreement, Customer shall: (i) promptly pay all applicable Program Fees due to TLAC for the services provided by TLAC until the date of such termination or expiration; and (ii) immediately cease all use of the TLAC Program Curriculum and ensure the Program Participant's do the same.

c) Sections 2, 3, 5, 6c, 7b, 7c, 7d, and 8 shall survive the termination or expiration of this Agreement.

7. **Representations and Warranties, Limitation of Liability and Indemnification.**

a) **Mutual Representations and Warranties:** Each Party represents and warrants that as of the Effective Date and at all times thereafter: (a) this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with the terms of this Agreement; and (b) the execution and delivery of this Agreement by it and the performance of its obligations hereunder: (i) are not in violation or breach of, and will not conflict with or constitute a default under, any material contract, agreement or commitment binding upon it; and (ii) will not conflict with or violate in any material manner, any applicable law, rule, regulation, judgment, order or decree of any government, governmental instrumentality or court having jurisdiction over such party. Except for the express warranties stated in this section, each party disclaims all other warranties, whether implied by operation of law or otherwise, including, without limitation, any implied warranties of merchantability and fitness for a particular purpose, and any warranties arising from a course of performance, course of dealing or usage of trade.

b) **Array Education Disclaimers**: EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6A, THE TLAC PROGRAM CURRICULUM, AND ANY OTHER MATERIALS PROVIDED HEREUNDER BY ARRAY EDUCATION ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND ARRAY EDUCATION MAKES NO WARRANTIES WITH RESPECT TO THE SAME OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT AND ARRAY EDUCATION HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. TO THE EXTENT

THAT ARRAY EDUCATION MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

c) In no event shall Knox County be liable for indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages. No provision of this Agreement shall act or be deemed to be a waiver by Knox County or the County/School System of any immunity or of any provision of the TENNESSEE GOVERNMENTAL TORT LIABILITY ACT. Tenn. Code Ann 29-20- 101 et seq. Any liability to the Array Education, Inc. or third parties for any claims, damages, losses, or costs arising out of, or related to acts performed by the County/School System under this Agreement will be governed and limited by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. 29-20-101 et seq.

d) Array Education, Inc. shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all third-party suits, claims, actions or physical damages of any nature brought because of, arising out of, or due to any alleged breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any grossly negligent act or occurrence or any intentional omission or commission of Contractor, its subcontractors, suppliers, agents or employees. Knox County has not been given authority under the laws of the State of Tennessee to indemnify a contractor under any circumstances. This includes, but is not limited to, Third Party Claims. The inclusion of any language requiring indemnification by the County in this Contract or any supplemental documents, will not be accepted.

8. Miscellaneous.

a) This Agreement does not intend to create any binding obligations on the parties other than those stated in this Agreement, and the parties shall commit their best efforts to obtain all necessary corporate approvals to execute the appropriate definitive agreements that shall be necessary for the purpose of this Agreement.

b) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this letter by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Agreement. Any waiver or consent given by any party under this document will only be effective and binding on that party if it is given or confirmed in writing by that party. No waiver of a breach of any term of this document will operate as a waiver of another breach of that term or of a breach of any other term of this letter.

c) 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 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 form.

d) The parties acknowledge and agree that in the event of a breach or threatened violation of the intellectual property rights or breach of Section 5, TLAC will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. 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 form.

e) This Agreement may not be assigned by Customer without the prior written consent of TLAC.

f) Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including but not limited to, fire, flood, earthquake, elements of nature or acts of God, acts of state, acts of war, terrorism, riots, civil disorders, rebellions, revolutions, quarantines, embargoes, failure or termination of Third-Party Items, and other similar governmental action (each a "Force Majeure Event"). Any Party so delayed in its performance will promptly notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within two (2) business days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay. In such event, the performance times shall be extended for a period of time equivalent to the time lost because of the excusable delay; provided, however, if the delay or failure continues for more than thirty (30) days, the Party not relying on the excusable delay may terminate this Agreement upon written notice to the other Party. In order to avail itself of the relief provided in this Section, a Party must use commercially reasonable efforts to remedy the cause of, or to mitigate or overcome, such delay or failure.

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

h) Array Education, Inc. and each person signing on behalf of the company 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. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, Array Education, Inc. and each person signing on behalf of the company 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. Array Education, Inc. must submit the completed Iran Divestment Act/ No Boycott of Israel.

i) Array Education, Inc. 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 Array Education's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the Service Contract is in effect. (See Insurance Checklist)

j) The services being procured under this Service Contract are being funding by Federal Grant money. Array Education, Inc. will be required to adhere to Appendix C if this agreement in the performance of the services. (See Appendix C)

k) All modifications or amendments under this Service Contract must be routed through Knox County Procurement. No modification of or amendment to this Agreement shall be effective unless in writing signed by authorized representatives of both Parties.

l) This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersede all prior agreements and commitments with respect thereto. There are no other oral or written understandings, terms, or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement.

m) If any clause or subclause of this document is held to be invalid or unenforceable by any court of competent jurisdiction the other clauses and subclauses of this document remain in full force and effect.

n) Any communication or notice to the parties hereunder must be given by certified mail or e-mail and shall be effective 5 calendar days after the certified letter is deposited in the mails or, in case of e-mail, when actually received, and shall be sent as follows:

i. If to Customer, addressed to:

Maynard Elementary School
ATTN: Shaunna Foster, Principal
737 College Street
Knoxville, TN 37921
Shaunna.foster@knoxschools.org

ii. If to TLAC, addressed to:

Array Education, Inc.
ATTN: Yvonne Chao, Partner
25 Broadway, 3rd Floor
New York, NY 10004
ychao@arrayeducation.org

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 copy on the day and year last written.

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 GOVERNMENT

_____
MAYOR – Signature

GLENN JACOBS
MAYOR

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE
CONTRACT NO. 25-423
APPROVED AS TO LEGAL FORM

_____
LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dugler
_____
LAW DIRECTOR – Printed Name

Date: 6/30/2025

VENDOR

_____
AUTHORIZED SIGNATURE

_____
Erica Woolway, President & Chief Academic Officer, TLAC

ARRAY EDUCATION, INC.
COMPANY NAME

Date:_____

_____
AUTHORIZED SIGNATURE

_____
Yvonne Chao, Partner

ARRAY EDUCATION, INC.
COMPANY NAME

Date:_____

Teach Like a CHAMPION©

TLAC Scope of Work Proposal

This proposal outlines a scope of work by Teach Like a Champion (TLAC), a program of Array Education, Inc. After reviewing the proposal, please confirm that you are ready to proceed with a contract with your TLAC contact. The proposal is not final until a binding Program Agreement has been by authorized signatories of both parties. If you have additional questions, please schedule a follow-up meeting with your TLAC contact. Thank you for your interest in working with TLAC!

Proposal Date	February 20, 2025
Partner Organization Legal Name	Maynard Elementary
TLAC Point of Contact, Email, Phone	Sadie McCleary, smccleary@teachlikeachampion.org, 336-671-5527
Contract Start & End Date	July 1-31, 2025

Training Services	Cost
☑ Training	$ 32,500.00
Training Details: - Training Title(s) - Date(s) & Time(s) - Location(s)	Two day in-person workshop Location: Maynard Elementary School Dates: July 28-29, 2025
Participant Description and Number	
☐ Implementation Toolkit for Training Materials	
Name(s) of License	
☐ Training Recording (Optional for virtual trainings only)	

Additional Services	Cost
☐	
Description of Services	
☐	
Description of Services	
☐	
Description of Services	

☐	
Description of Services	
☐	
Description of Services	
Total Fee	$ 32,500.00
Payment Schedule	

Client Information	
Partner Point of Contact	
Name	Shaunna Foster
Title	Principal
Email	shaunna.foster@knoxschools.org
Phone	8655941333
Address	737 College Street, Knoxville, TN 37921
Partner Legal Signatory *If different from Point of Contact above*	
Name	
Title	
Email	
Phone	
Address	
Billing Point of Contact *If different from Point of Contact above*	
Name	Karri Hobby
Title	Strategic Improvement Specialist
Email	karri.hobby@knoxschools.org
Phone	865-387-0549
Address	400 W. Summit Hill Drive Knox, TN 37902
Additional Notes (e.g. additional guidance on billing process or contacts to include in billing emails, etc	

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Teach Like a Champion Professional Development for Maynard Elementary School
2 Days Onsite Training-$32,500

Cost to Knox County Schools

No Cost to Knox County Schools

Description and Type of Funding Source

SSIG 2

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

RLA-17491 **R-25-7-209**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Product Terms of Service and End User License Agreement with Liminex, Inc. dba GoGuardian and Pear Deck Learning for West High School's license to student instruction products during the 2025-2026 school year at a cost of $9,264.00.
(Schools)

Attachments

Resolution

Agreement

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A PRODUCT TERMS OF SERVICE AND END USER LICENSE AGREEMENT WITH LIMINEX, INC. DBA GOGUARDIAN AND PEAR DECK LEARNING FOR WEST HIGH SCHOOL'S LICENSE TO STUDENT INSTRUCTION PRODUCTS DURING THE 2025-2026 SCHOOL YEAR AT A COST OF $9,264.00.

RESOLUTION: R-25-7-209

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 desires to enter into a Products Terms of Service and End User License Agreement with Liminex, Inc. dba GoGuardian and Pear Deck Learning for West High School's license to student instruction products during the 2025-2026 school year; and

WHEREAS, the proposed agreement with Liminex, Inc. dba GoGuardian and Pear Deck Learning is in the amount of $9,264.00 for the term beginning August 1, 2025 and ending July 31, 2026; and

WHEREAS, at its regularly scheduled meeting on July 10, 2025, the Knox County Board of Education approved the Products Terms of Service and End User License Agreement with Liminex, Inc. dba GoGuardian and Pear Deck Learning.

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

The Liminex Products Terms of Service and End User License Agreement with Liminex, Inc. dba GoGuardian and Pear Deck Learning for West High School's license to student instruction products during the 2025-2026 school year 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 Liminex Products Terms of Service and End User License Agreement with Liminex, Inc. dba GoGuardian and Pear Deck Learning for West High School's license to student instruction products during the 2025-2026 school year 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

ORDER FORM

QUOTE # Q-456225
DATE 5/7/2025
EXPIRATION DATE 8/30/2025

Bill To
West High School (TN)
3300 Sutherland Ave
Knoxville, Tennessee 37919
United States

Ship To
Laura Davis
West High School (TN)
3300 Sutherland Ave
Knoxville, Tennessee 37919-4544
United States
865.594.4477 ex. 75261
laura.davis@knoxschools.org

Liminex, Inc.
dba GoGuardian and Pear Deck Learning
2030 E Maple Avenue Suite 100
El Segundo, California 90245
United States

Thank you for your interest in our products! This order form (**"Order Form"**) identifies the Liminex products you have selected for subscription (**"Licensed Product(s)"**), the term of your initial subscription(s) to the Licensed Product(s) (**"Initial Term"**), the number of licenses included in your base subscription(s) (**"Licenses"**), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian (**"GoGuardian"**) and Pear Deck Learning (**"Pear Deck Learning"**) on behalf of itself and its family of company Affiliates and products including Pear Deck, Inc. (**"Pear Deck"**), Snapwiz, Inc. referred to herein as **"Pear Assessment"**, Zorro Holdco LLC referred to herein as **"Pear Deck Tutor"**, and Pear Practice (**"Pear Practice"**) (together, **"Liminex"**, **"we"**, **"us"**, **"our"**), and the organization listed below (**"School,"** **"you"** or **"your"**), and together with the Liminex Product Terms of Service and End User License Agreement available at https://www.goguardian.com/policies/eula and https://www.peardeck.com/policies/product-terms-and-end-user-license-agreement (the **"Terms"** and, together with this Order Form, the **"Agreement"**), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School's purchase order.

QTY	PART #	DESCRIPTION	START DATE	END DATE	UNIT PRICE	EXTENDED
1,200	GG-PRD1Y-000001	Pear Deck Subscription with LMS Access	8/1/2025	7/31/2026	$3.15	$3,780.00
1,200	GG-ENT11Y-000001	Pear Assessment Enterprise with Video Quiz and AI Capabilities	8/1/2025	7/31/2026	$4.57	$5,484.00
					TOTAL (USD):	$9,264.00

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact Liminex so that we can send you an additional Order Form for those 'add-on' Licenses (**"Add-Ons"**). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription.**"
AZ/HI/SC/WA Customers: Sales tax will be added to the Fees quoted above.

RENEWAL SUBSCRIPTION TERM

Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a **"Renewal Term,"** and together with the Initial Term, the **"Term"**) at our then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

ORDER FORM

QUOTE #	Q-456225
DATE	5/7/2025
EXPIRATION DATE	8/30/2025

GoGuardian

Pear Deck Learning

RENEWAL FEES

We are dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term ("**Innovation Increase**"). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with Liminex in accordance with this Order Form.

PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your School is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your School is responsible for all taxes and duties unless expressly included in this Order Form.

Signature: Ashley Speas

Name: Ashley Speas

Title: Principal

Email: ashley.speas@knoxschools.org

Accounts Payable Name: West High School

Accounts Payable Email: daisy.higin@knoxschools.org

PO Number (Optional): 0305-14896

Additional Notes (requests for delayed invoicing, etc.):

Liminex Products Terms of Service and End User License Agreement

Last Updated Date: June 11, 2025

Introduction

Welcome! Before using any of our Offerings, please take the time to review this combined Terms of Service and End User License Agreement (EULA), together with any applicable Order Form(s), the **Product Privacy Policy**, and, if applicable, the **Data Processing Addendum** and **Professional Services Addendum** (collectively, the "Agreement"). Capitalized words have the definitions set forth throughout this Agreement, including in Section 17 (Definitions).

When does this Agreement apply? This Agreement governs the use of the Offerings and is a binding contract between School (sometimes referred to as "School," "you," or "your") and Liminex, Inc. doing business as GoGuardian and Pear Deck Learning, and acting on behalf of itself and its Affiliates ("Liminex", "we," "us", or "our"). This Agreement is distinct from our **Website Terms of Service**, which governs only use of our Website.

BY CLICKING AN "I AGREE" OR "I ACCEPT" BUTTON; EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT; COMPLETING THE REGISTRATION PROCESS; OR INSTALLING OR USING ANY OFFERINGS IN ANY WAY, SCHOOL AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING THIS AGREEMENT ON BEHALF OF A SCHOOL, SCHOOL DISTRICT, CORPORATION, ORGANIZATION OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS AND WARRANTS THAT THEY ARE AT LEAST EIGHTEEN (18) YEARS OLD AND HAVE THE AUTHORITY, THE RIGHT, AND THE CAPACITY TO LEGALLY BIND SUCH SCHOOL, SCHOOL DISTRICT, CORPORATION, ORGANIZATION OR OTHER LEGAL ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERM "SCHOOL" SHALL REFER TO EACH SUCH ENTITY AND ITS AFFILIATES.

You are free to reject this Agreement, but if you do not agree with all of the provisions of this Agreement, then you may not use any of our Offerings in any way.

IMPORTANT NOTICES:

- Section 15.2 contains provisions governing how claims are resolved between us, including a requirement for binding arbitration and class action waiver.
- You understand that use of some of our Offerings may require the consent for monitoring and recording information and communications of all users on the Managed Devices or Accounts under Applicable Law. You represent and warrant that you have obtained such requisite consent.
- We may make non-material modifications to this Agreement or changes that expand our obligations, reduce your obligations, or introduce a new product offering immediately without notice to you. Otherwise, we will only modify or replace this Agreement, after providing notice to you in accordance with Section 16.1. You are responsible for regularly reviewing your Account and our Website for any changes to the Agreement.
- Your use of, and participation in, certain Offerings may be subject to additional terms ("Supplemental Terms") and such Supplemental Terms will either be listed in this Agreement, an Order Form or will be presented to you for your acceptance when you sign up to use the supplemental Offerings. If this Agreement is inconsistent with the Supplemental Terms, the Supplemental Terms will control with respect to the Offerings with which it applies.

i. *We have included, in italics at the beginning of each section, summaries that provide short explanations of the legal language in plain English to aid in understanding, but such summaries are not legally binding.*

1. Getting Access To and Started With Our Offerings

i. *This Section explains how to establish and maintain Account(s). This Section describes the importance of being mindful about the information and settings in an Account – the value of our tools is dependent on the accuracy of the information you provide and the proper selection of product settings.*

We generally make our Offerings available on a paid subscription-based license. As further described in Section 4.1, from time to time and in its sole discretion, we may offer limited free, trial or beta Offerings at no additional charge. For Pear Deck Tutor, we may offer pre-paid tutoring hours for a subscription term, in addition to the paid subscription-based licensing model.

1.1 Ordering

You may obtain Subscriptions to our Offerings either directly from us or one of our Affiliates or indirectly through one of our Authorized Resellers. If you purchase a Subscription to an Offering through an Authorized Reseller, you will enter into an Order Form directly with such Authorized Reseller and may be subject to additional terms as agreed upon between you and the Authorized Reseller. You expressly agree that this Agreement governs your access to and use of any Offering that you acquire from an Authorized Reseller, as well your relationship with us as to any products or services you purchase through an Authorized Reseller. You further agree that we and our Affiliates have the right to enforce the terms of this Agreement with respect to such purchases. You also acknowledge that no Authorized Reseller is authorized to provide warranties with respect to any Offerings in excess of those provided by us in this Agreement. The terms regarding any value-added

services provided to you by an Authorized Reseller are solely between you and the Authorized Reseller and we have no responsibility for any such services.

If during the Subscription Term, you would like to expand your base Subscription(s) to include additional licenses above your Licensed Capacity, please contact us so that we can send you an additional Order Form for those Add-Ons. If we do not hear from you and you deploy additional Licenses, we or, as applicable, an Authorized Reseller will send you an Order Form and invoice you for the subscriptions to the Add-Ons that you use above your Licensed Capacity. Add-Ons, once deployed and paid, will be rolled into your base Subscription.

1.2 Accounts

Before accessing certain Offerings, you may be required to create an Account. When setting up your Account, you may link your Offerings with your Google, Microsoft, and/or Learning Management System ("LMS") account for ease of sign on and, for certain Offerings, to pull in a directory of Managed Accounts or Devices. In linking your Account to your Google, Microsoft, and/or LMS account, you are granting us access to certain account information from your Google, Microsoft, and/or LMS account, as permitted under the applicable terms and conditions that govern your use of that Google, Microsoft, or LMS account.

1.2.1

Authorized Users. Within your Account, you may have the ability to enable separate sub-accounts for Authorized Users. You are responsible for issuing and maintaining such sub-accounts only for appropriate Authorized Users, as well as issuing and maintaining appropriate permission settings for each Authorized User.

1.2.2

School Information. When creating an Account, you agree to (a) provide true, accurate, current and complete information necessary to create the Account and to deploy the Offerings you have subscribed to on Managed Devices or Accounts; and (b) promptly update any such information to maintain its accuracy and completeness during the Term. Without limiting the generality of the foregoing, you agree to provide and maintain accurate, up-to-date and complete School Profile Information, and for Accounts, Authorized School Personnel Information, Personal Student Information, Parent/Guardian Information, and Association Data. You acknowledge and agree that proper implementation and operation of certain Offerings depends largely on the accuracy, completeness and timeliness of the Personal Student Information, Parent/Guardian Information and Association Information ingested into the product; therefore, it is of the utmost importance that you take great care in maintaining and updating this Personal Student Information, Parent/Guardian Information and Association Information at all times during the Term.

You are responsible for ensuring the confidentiality and security of School Account Information, including protecting, and requiring your Authorized Users to protect, usernames and passwords associated with your Account, and notifying us immediately if you suspect or know that (1) a username and password is known by someone other than the applicable Authorized User; and/or (2) your Account (including any individual Authorized User account) has been compromised.

1.2.3

Account Settings. You are responsible for selecting and updating the settings in the Offerings you subscribe to as you see fit and ensuring that the selections comply with all Applicable Law, as well as any guidelines and requirements you have established, including, with respect to use of the GoGuardian Offerings, for monitoring Managed Devices or Accounts and parents' or guardians' authorization of such monitoring. If you have questions about any settings in an Offering or your Account, such as permissions and settings associated with Managed Devices or Accounts, please visit, as applicable, the GoGuardian **Help Center** and/or contact **support@goguardian.com**, or visit the Pear Deck **Help Center** and/or contact **support@deck.peardeck.com**, or visit the Pear Assessment **Help Center** and/or contact **support@assessment.peardeck.com**, or visit the Pear Deck Tutor **Help Center** and/or contact **support@tutor.peardeck.com**, or visit the Pear Practice **Help Center** and/or contact **support@practice.peardeck.com**.

1.3 Payment Terms

Fees due for initial orders, any Add-Ons to, and any subscription renewals of Offerings shall be set forth in the applicable Order Form ("Fees"). Fees for Subscriptions you purchase directly from Liminex or one its Affiliates shall be paid within thirty (30) days of the date of our issuance of an invoice for such purchases, unless otherwise stated on an Order Form. Payment obligations for purchases made through an Authorized Reseller shall be as agreed upon by you and the Authorized Reseller.

Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction; you are responsible for paying all such taxes, levies, duties and assessments associated with purchases and transactions under this Agreement.

Unless otherwise stated on an Order Form, Fees are paid in advance of each billing period. Payment obligations under this Agreement are non-cancelable and all Fees paid are non-refundable. Upon your cancellation or termination of any Subscription, you remain responsible for payment of all Fees allocable to the terminated portion of the Subscription Term referenced in the applicable Order Form without any refund owed to you, unless otherwise mutually agreed to in writing between you and us.

Upon notice to you, we may increase any Fees specified in an Order Form, provided the increase will not become effective until the expiration of the current Subscription Term. We may increase any Fees that are not specified in an Order Form at any time, with or without notice to you. We may allow you to continue using a free, trial or beta Offering on a paid Subscription basis, but your continued use and your Subscription would be subject to a completed Order Form and payment of the applicable Fee.

For certain Offerings, we will endeavor to notify you if your paid Account has delinquent fees. If delinquent fees are not paid, we will suspend your use of the Services.

2. Offerings

i. *This Section explains more about the Offerings, including updates to such offerings and linkages with other third party integration software that we make available to you. Offerings may experience downtime or we may suspend access to Offerings in certain situations.*

2.1 Access and Updates to Offerings

We will make our Offerings to which you have subscribed available to you, subject to the terms of this Agreement. From time to time, we may also make updates to the Offerings available to you. You agree that we may automatically install or add updates, upgrades, and new features to the Offerings that we deem to be reasonable, beneficial to you, and/or reasonably necessary without advance notice to you. You acknowledge and agree that any obligation we may have to support previous version(s) of any Offering may end when we release an update, upgrade, and/or additional feature for the Offering. The license granted for a Subscription shall apply to any updates, upgrades, and/or additional features that are not distributed with a separate license or other agreement. If we make any material changes to an Offering, we will notify you within the Offering interface or by sending you an email.

With respect to an Offering accessed through or downloaded from the Apple App Store, Google Play Store, or Microsoft Store (each, an "App Store") (an "App Store Sourced Application"), you acknowledge and agree that the availability of the App Store Sourced Application is dependent on the App Store.

2.2 Downtime and Suspension of Offerings

You acknowledge that you may experience downtime (a) as a result of our conducting maintenance; or (b) in connection with a force majeure event (as described in Section 16.5). In addition, you acknowledge that we, may at our discretion, suspend your access, or suspend access of one of your Authorized Users, to the Offerings for your breach, or your Authorized Users' breach, of this Agreement, if we have reasonable grounds to suspect that any School Account Information provided by you or any Authorized User is untrue, inaccurate, not current or incomplete, or if we deem it reasonably necessary to avoid or mitigate harm to us, you, any other of our customers or a third party if the Offerings were not suspended, or to comply, in our sole discretion, with legal requirements.

2.3 Integrations with Offerings

We may allow you to access certain third party software or offerings (e.g., YouTube) through your Account via an application programming interface ("API") or other technical connection (such software or offering, an "Integration Offering"). Because you control whether to integrate and use an Integration Offering, you are solely responsible for all interactions with the Integration Offering, including ensuring appropriate privacy, contractual, and other protections with it as well as ensuring that you are complying with any terms, such as the YouTube Terms of Service, you are required to agree with the provider of such Integration Offering depending on the Integration Offering being accessed. Integration Offerings are not "Offerings" under this Agreement and are not subject to any of the warranties, service commitments or other obligations with respect to Offerings hereunder. The availability of any Integration Offering through any of our Offerings does not imply our endorsement of or affiliation with the provider of such Integration Offering. We do not control any Integration Offering and will have no liability to you in connection with any Integration Offering. We have no obligation to monitor or maintain access to Integration Offerings, and may disable the ability to integrate with them or restrict access to any Integration Offerings at any time, with or without notice to you (though we, of course, will endeavor to provide notice of any such disabling whenever reasonably practicable under the circumstances). By using or enabling any Integration Offering, you are expressly permitting us and our Affiliates to disclose your School Profile Information, and, to the extent applicable to your Offering, your Authorized School Personnel Information, Personal Student Information, Parent/Guardian Information, Association Information or other information, including

support requests and Log and Cookie Information to the extent necessary to utilize the Integration Offering. Regarding the Google Workspace API, we do not use this API to develop, improve, or train generalized artificial intelligence and/or machine learning models. YOUR USE OF ANY INTEGRATION OFFERINGS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH INTEGRATION OFFERINGS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH INTEGRATION OFFERINGS).

3. Your Use of Offerings and Your Responsibilities

i. *This Section explains that Liminex licenses our Offerings to you for certain uses. Please use our Offerings responsibly and appropriately.*

3.1 License Grant to You; Restrictions

We hereby grant to you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license and right to use the specific Offering(s) as set forth in an Order Form and the related User Documentation, during the Subscription Term and solely for School's internal business purposes.

The rights granted to School in this Agreement are subject to the following restrictions: School shall not (a) license, sell, rent, lease, transfer, reproduce, distribute, host or otherwise commercially exploit any portion of any Offering or User Documentation, or otherwise provide access to any portion of any Offering or User Documentation to any third party (other than Authorized Users, when and as permitted herein); (b) frame or utilize framing techniques to enclose any trademark, logo, or other portion of any Offering (including images, text, page layout or form); (c) use any metatags or other "hidden text" using the names or trademarks of Liminex or any of its Affiliates; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of any Offering or User Documentation; (e) use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in any Offering or User Documentation; (f) access any Offering or User Documentation in order to build a similar or competitive website, product or service; (g) access any Offering for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes without our prior written permission; and (h) remove any copyright notices or other proprietary markings contained on or in any Offering or User Documentation. Any future release, update or other addition to any Offering shall be subject to this Agreement. We and our suppliers reserve all rights not granted in this Agreement. Any unauthorized use of an Offering terminates your right to use all Offerings.

3.2 School Responsibilities

School will (a) be responsible for Authorized Users' compliance with this Agreement (including any applicable Order Form) and the User Documentation, (b) be responsible for the accuracy, quality and legality of School Account Information, and the means by which School acquires School Account Information, Activity Information, Personal Student Information, Parent/Guardian Information, and Log and Cookie Information and School's use of any such information, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Offerings, and notify

us promptly of any such unauthorized access or use, (d) use the Offerings only in accordance with this Agreement, User Documentation, and all Applicable Law, and (e) comply with the terms of service of any Integration Offering with which School use an Offering. Any use of an Offering in breach of the foregoing by School or any Authorized User that in our judgment threatens the security, integrity, or availability of an Offering may result in immediate suspension of access to any or all Offerings.

School acknowledges that it is solely responsible for compliance with any legal or policy obligations related to the protection of the well-being of its students and that it understands that certain Offerings are only intended to be a tool to assist School as part of a broader program intended to fulfill any legal or policy obligations, to the extent applicable. For example, the Liminex Parties make no representation or warranty that any of the GoGuardian Offerings, alone or in combination with any other efforts, will be effective in detecting or stopping suicide, violence to self or others, or any other kind of risky behavior by a student of School or any other individual. We are not responsible for, and School expressly waives any claim for liability against the Liminex Parties related to, any student or other individual's death, illness, bodily injury, disability, emotional distress or other outcome. To the maximum extent permissible by law, such waiver shall extend to any School personnel, student, student family, estate or other third parties. To the extent that any Liminex Party is made a party to any dispute related to any such death, illness, bodily injury, disability, or other outcome, School shall indemnify us in accordance with Section 13, below.

3.3 General Acceptable Use Policy

We need your help to ensure that the Offerings are used safely and appropriately. You agree, represent and warrant that you and your Authorized Users will not use any Offering:

- On any computers and/or accounts on which you do not have permission to operate and on which the Offerings cannot be legally and rightfully operated.
- To do anything, including posting or otherwise communicating any information that is abusive, harmful, threatening, harassing, libelous, bullying, stalking, or otherwise objectionable.
- To do anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory.
- To intentionally violate another person's privacy rights under Applicable Law.
- For commercial purposes (beyond School's internal business purposes).
- To do anything to burden, compromise, or interfere with any Offering, its appearances, security, or functionality.
- In any way that jeopardizes the security of your or any other party's account.
- To advertise, solicit, or transmit commercial advertisements, including without limitation, junk e-mail, spam, or any other unsolicited messages regardless of the medium (e.g., email, text, SMS, chat, etc.).

School is responsible for any failure by any Authorized User to comply with this General Acceptable Use Policy.

4. Special Terms for Free, Trial and Beta Offerings

i. *This Section explains that we may make free, trial, or beta offerings available for you to test and provide us with Feedback about whether an Offering meets your needs. Because these Offerings are different from paid Subscriptions, there are special terms for them.*

4.1 Free or Trial Subscriptions

If we make an Offering available to you on a free or trial basis, it is so you can use the Offering before purchasing a Subscription to determine if it meets your needs. Trial subscriptions to an Offering shall be subject in all respects to the terms of this Agreement, except that to the extent permitted by Applicable Law, we (a) may discontinue the Offering or your ability to use it at any time, with or without notice and without any further obligations to you; (b) provide the Offering to you solely "AS IS" without any warranties of any kind; and (c) will have no liability for any harm or damages suffered by you or any third party in connection with the use or inability to use the Offering during the trial period.

4.2 Beta Offerings

We sometimes make new Offerings or features within existing Offerings available on a beta basis ("Beta Offerings"). Beta Offerings are generally prerelease or untested products or features. Features or offerings labeled as "alpha," "beta," or "test" within the interface of an Offering are beta Offerings subject to this Section. Unless otherwise agreed in writing by us, any Offering or feature provided as a beta Offering shall be subject in all respects to the terms of this Agreement, except that to the extent permitted by Applicable Law, we (a) may discontinue the beta Offering or feature or your ability to use it at any time, with or without notice and without any further obligations to you (though we, of course, will endeavor to provide notice of any such disabling whenever reasonably practicable under the circumstances); (b) provide the beta Offering or feature to you solely "AS IS" without any warranties of any kind; and (c) will have no liability for any harm or damages suffered by you or any third party in connection with the use or inability to use the beta Offering or feature during the beta period. Additionally, as consideration for access to and use of any beta Offering, you agree to (1) treat the beta Offering as our Confidential Information; and (2) provide regular Feedback about the beta Offering, if requested.

5. Term, Termination

i. *This Section explains the duration of this Agreement as well as your and our' obligations after this Agreement ends.*

5.1 Term

Unless terminated earlier in accordance with the terms of this Agreement, the Term commences on the Effective Date and continues until all of your Order Forms and Subscription Terms expire.

5.2 Termination

Either party may terminate this Agreement (a) if the other party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after its receipt of notice thereof, or (b) upon thirty (30) days' notice to the other party. School shall continue to be responsible for all Fees for the terminated Subscription Term and other Fees agreed to in the Order Form except to the extent School terminates this Agreement as a result of our uncured material breach or we terminate this Agreement without cause (i.e., not as a result of School's uncured material breach), in which cases School shall not be obligated to pay for (and shall be entitled to a refund by us of) the Fees allocable to the unused portion of the Subscription Term.

5.3 Effect of Termination or Expiration

Upon termination or expiration of this Agreement, you will have no rights to continue use of (or to provide your Authorized Users with access to) the Offerings or User Documentation, and you immediately will cease accessing and/or using the Offerings and User Documentation, including by, where applicable, erasing and/or uninstalling all downloaded or copied versions of any Offerings and User Documentation, and returning to us or destroying any accompanying User Documentation in your possession or control. The following will survive any expiration or termination of this Agreement: Sections 1.2, 1.3 (for Fees incurred during the Term), 2.3, 3 (except as otherwise set forth therein), 5.2, 5.3, 6, 7, 8, 10, 11, 12, 13, 14, 15, and 16.

6. Intellectual Property

i. *This Section explains that we ask that you please protect our and others' intellectual property.*

6.1 Ownership

We or our Affiliates (or their licensors) own all right, title and interest in and to the Offerings (including, but not limited to, all photographs, animations, statistics, graphics, text, and any other materials contained therein), the Liminex Information, including, without limitation, all intellectual property rights therein. Subject to the limited rights expressly granted to you under this Agreement, we and our Affiliates reserve all rights, title and interest in and to the Offerings and the Liminex Information, including, without limitation, all related intellectual property rights. The service marks, logos and product and service names of Liminex and its Affiliates (the "Liminex Marks") are owned by Liminex and our Affiliates. You agree not to display or use any Liminex Marks in any manner without our prior written permission. Any trademarks, service marks and logos associated with an Integration Offering may be the property of the third party provider, and you should consult with their trademark guidelines before using any of their marks.

6.2 Feedback

Any and all of your feedback about us or the Offerings, such as suggestions, whether made by you or any of your Authorized Users, for corrections, updates, alterations, changes, or modifications to the Offerings ("Feedback") will be our property and you hereby assign any rights in such Feedback to us, without payment to you.

6.3 Protection of Our Rights

You agree to protect our intellectual property and proprietary rights and any provider of an Integration Offering you access in connection with an Account, and notify us of any unauthorized access or use of the Offerings or Integration Offerings of which you become aware.

7. Confidentiality

i. *This Section explains that each party must respect each other's Confidential Information.*

As a reminder, our **Product Privacy Policy** explains our commitment to protecting School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or Log and Cookie Information, and nothing in this Section 7 limits the parties' respective rights or obligations under the **Product Privacy Policy** or Section 8, below. A party will not disclose or use any Confidential Information of the other party except: (a) as reasonably necessary to perform its obligations or exercise any rights granted pursuant to this Agreement; (b) with the other party's prior written permission; or (c) to the extent required by law or order of a court or other governmental authority or regulation. Each party agrees to protect the other party's Confidential Information in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a commercially reasonable standard of care consistent with Applicable Law. Notwithstanding any exceptions in the definition of Confidential Information, the parties agree to treat all Education Records as Confidential Information and disclosure thereof is allowed only to the extent permitted under FERPA.

8. Privacy and Data

i. *This Section explains that the parties each have responsibilities to help protect the privacy of data ingested or maintained in the Offerings. The **Product Privacy Policy** explains, in more detail, how we protect information.*

8.1 Our Privacy Responsibilities

Our **Product Privacy Policy**, incorporated herein by reference, explains how we collect, use, share, and safeguard School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information accessed, recorded and collected through the Offerings, including any free, trial or beta Offerings. Our data collection practices related to our Offerings that utilize artificial intelligence comply with our **Product Privacy Policy**. We rely on consent obtained from School, acting as an agent of the parent(s) or legal guardian(s) of School's students, as permitted by the Children's Online Privacy Protection Act ("COPPA") for using Offerings in connection with students under thirteen (13) years of age, if any, through a COPPA Notice and Disclosure Form we provide to you. For transparency and informational purposes, we also distribute this COPPA Notice and Disclosure Form to Subscription purchasing Schools with children of all ages, including ones who do not have students under thirteen (13) years of age. To the extent School is located in the European Union ("EU"), European Economic Area ("EEA"), or Switzerland, our **Data Processing Addendum** also applies to your use of the Offerings. School hereby authorizes us to use School Account Information in accordance with this Agreement, the **Product Privacy Policy** and, to the extent applicable, the **Data Processing Addendum**.

8.2 School Privacy Responsibilities

You represent and warrant that your collection, provision and use of School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or Log and Cookie Information through and in connection with the Offerings does not violate any Applicable Laws or rights of any third party. Without limiting the foregoing, to the extent you are using the Offerings, you represent and warrant that you have obtained all requisite consent for monitoring and recording information and communications, including the Activity Information. You are solely responsible for notifying the appropriate individuals about the existence of any Offerings on the Managed Devices or Accounts they use and/or in connection with their accounts associated with School's Account and obtaining any required consent from such individuals in accordance with Applicable Law. Even if not required by Applicable Law, we recommend that you notify all users of Managed Devices or Accounts and their respective parents/guardians, teachers, and other appropriate staff about your use of Offerings. More specifically, we recommend that you provide such persons with a copy of our **Product Privacy Policy**, our COPPA Notice and Disclosure Form, and with respect to GoGuardian Offerings, GoGuardian's form Parental Letter, and any other parental information made available by us.

8.3 Educational Records; FERPA

Where School is located in the United States and to the extent we collect, through the provision or maintenance of any Offerings, any information that constitutes an Education Record, the parties agree that we are acting as a "school official" with "legitimate educational interests" in School's students' Education Records under FERPA, or if applicable, is acting under another applicable FERPA exception listed in under FERPA regulation 34 C.F.R. § 99.31(a)(1), such as the "directory information" exception. School acknowledges and agrees that we may process School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information for the purpose of providing the Offerings and related functions. Our **Product Privacy Policy** explains how we cooperate with School under FERPA to fulfill Education Records requests directed from School (or through School from parents/guardians or eligible students). School represents and warrants that it is authorized to process such information, including any Education Records contained therein, and make such information available to us as set out in this Agreement and the **Product Privacy Policy**.

8.4 Data-Related Disputes

School is solely responsible for resolving disputes between it and third parties regarding ownership or access to any School Account Information, and any Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information, including any dispute with any Authorized User, user of a Managed Device or Account, or their families. School acknowledges and agrees that we have no obligation to resolve or intervene in such disputes.

8.5 Disclosure of School Information

You acknowledge, consent, and agree that we may access, preserve, and disclose your School Account Information, Personal Student Information and Parent/Guardian Information, Activity Information and/or School Log and Cookie Information if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (a) comply with legal

process; (b) to enforce this Agreement or the **Product Privacy Policy**; (c) respond to claims that any content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of us, our users, and/or the public.

9. Alerts and Notifications

This section applies to the GoGuardian Offerings only.

i. *This Section explains that some GoGuardian Offerings are designed to generate alerts and/or have other notification features, and that, through your settings, you have some ability to control whether to receive certain alerts and/or notifications. It is important for you to understand these features and settings, and to review alerts and notifications carefully and promptly so that you can properly intervene to help students stay safe.*

Some GoGuardian Offerings contain features that generate alerts and/or notifications for School or a designated Authorized User's review and attention related to a user's activity through a Managed Device or Account. These alerts and notifications are tools designed to help you support and protect the wellbeing of your students and school community. If you receive an alert and/or gain access to any information that triggers a legal obligation, such as a reporting or intervention duty for you (including, for an example, an alert from a GoGuardian Offering that one of your students is potentially at risk of suicide), it is your sole responsibility to fulfill that legal obligation and take any additional, responsible actions necessary to safeguard the students in compliance with Applicable Law. In addition, to the extent you elect not to receive one or more types of alerts and/or notifications in your settings, you are solely responsible for that decision. Unless otherwise specified in the Supplemental Terms, we do not review alerts generated through any of the Offerings or take any action based on these alerts or review your settings.

Your escalation and notification list for such alert and/or notification feature in your account for a particular GoGuardian Offering may change from time to time, including because contact information changes (e.g., changes in School Profile Information, its Authorized School Personnel Information, Personal Student Information and Parent/Guardian Information (e.g., contact information, including an Authorized User's email address, or changes in Parent/Guardian Information), and Association Information, including, for example, the relationship of an Authorized School Personnel or a guardian/parent to a child/student changes (e.g., change in guardianship or educational rights holder). Without limiting the generality of Section 1.2.1, it is important that you maintain accurate and up-to-date Authorized School Personnel Information, Personal Student Information, Parent/Guardian Information, and Association Information to ensure the appropriateness and timeliness of any alerts and notifications generated through a GoGuardian Offering. It is also important that you remind parents/guardians to update School of any changes, including contact information and guardianship.

Additionally, without limiting the generality of the other terms of this Agreement, if your School uses GoGuardian Beacon or GoGuardian Admin (the Beacon starter function), your School represents and warrants that your School: (1) is solely responsible for having, to the extent legally required, an up-to-date and easily available suicide prevention policy; (2) is solely responsible for having, to the extent legally required, a necessary suicide prevention program; and (3) your School will notify parents/guardians about your School's adoption of GoGuardian Beacon and educate them about suicide prevention (including, suicide risk factors, warning signs, and resources) before enabling the Guardian Notification feature (or similar functionality) of GoGuardian Beacon or GoGuardian Admin (the self harm smart alerts or Beacon starter function).

Further, GoGuardian Beacon sends SMS messages only to users who have opted-in to receive text messages from "Your Beacon Profile" for certain alerts as described above. Only those notifications

which have been enabled in the "Staff Notifications" section of the "Alert Preferences" will be sent. You can cancel this SMS service at any time by texting "STOP" to 38121. After you send the SMS message "STOP", we will send you an SMS message to confirm that you have been unsubscribed and you will no longer receive SMS messages from us. You may join again by texting "START" to 38121. If you experience issues with GoGuardian Beacon SMS messages you can text "HELP" to 38121, contact **support@goguardian.com**, or visit **https://help.goguardian.com**. Carriers are not liable for delayed or undelivered messages. Message and data rates may apply for any messages sent to you from GoGuardian. Message frequency is recurring and depends on your GoGuardian Beacon settings, and whether an alert is triggered. Contact your wireless provider with any questions about your text or data plan. If you have any questions regarding privacy, please read our **Product Privacy Policy**.

10. Content, Copyright Policies, and Community Galleries

i. This Section explains how content is used in certain Offerings and the rights to such content.

10.1 Content in the Services Generally

10.1.1

You understand that all information (such as data files, fonts, written text, computer software, music, audio files, image files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, any Offerings ("Content") is the sole responsibility of the person from which such Content originated. All such Content that is uploaded into or generated in any Offerings by or on behalf of you or your Authorized Users shall be referred to herein as "Your Content".

10.1.2

You should be aware that Content, other than Your Content, made available as part of any Offerings, including but not limited to licensed and sponsored-Content, may be protected by intellectual property rights which are owned by the third party that provided that Content to us (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on such Content (either in whole or in part) unless you have been specifically told that you may do so by us or by the owners of such Content, in a separate agreement.

10.1.3

We reserve the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content, including Your Content, from any Offering.

10.1.4

You understand that by using any Offering, you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use any Offering at your own risk.

10.1.5

You agree that you are solely responsible for (and that neither Liminex nor any Liminex Parties from which you purchased any Offerings have any responsibility to you or to any third party for) any Content that you create, transmit or display while using any Offering and for the consequences of your actions (including any loss or damage which any Liminex Party may suffer) by doing so.

10.2 License to Your Content

10.2.1

You retain copyright and any other rights you already hold in Your Content that you submit, share, upload, post or display on or through, any Offering. Unless otherwise stated in a separate written agreement between Liminex and You, by submitting, sharing, uploading, posting, or displaying Your Content you hereby grant to Liminex and our Affiliates a worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display, and distribute Your Content, solely for the purpose of enabling Liminex and our Affiliates to provide you with any Offering in accordance with the terms of this Agreement and the **Product Privacy Policy**.

10.2.2

You understand that, in performing the required technical steps to provide any Offering to our users, we may (a) transmit or distribute Your Content over various public networks and in various media; and (b) make such changes to Your Content as are necessary to conform and adapt that content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit us to take these actions.

10.2.3

You confirm and warrant that you have all the rights, power and authority necessary to grant the above license. You agree that you will not submit, share, upload, post or display any Content on or through, any Offering that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to submit, share, upload, post or display such Content and to grant Liminex all of the license rights granted in this Section.

10.3 Copyright Policies

10.3.1

It is our policy to terminate access privileges of any users who repeatedly infringe copyright(s) embedded or used in connection with our Offerings upon prompt notification to Liminex by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on or within the Offerings in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on or within the Offerings of the material that you claim is infringing; (d)

your address, telephone number and e-mail address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Liminex's Copyright Agent for notice of claims of copyright infringement is as follows:

Copyright Agent

Liminex, Inc.

2030 E Maple Ave, Suite 100

El Segundo, CA 90245

We may remove any Content from the Offering if we believe or have reason to believe such Content infringes the intellectual property rights of a third party. Without prior notice and at any time, in our sole discretion, we reserve the right to remove any Content, disable your ability to share or upload Content through the Offerings, or terminate your access to any Offerings (a) for uploading or sharing such Content in violation of this Agreement; or (b) if, under appropriate circumstances, you are determined to be a repeat infringer.

10.3.2

We reserve the right in our sole discretion to decide whether your conduct is inappropriate and whether it complies with this Agreement for violations other than copyright infringement, such as, but not limited to, pornography, obscene or defamatory material, etc. We may terminate your access for such inappropriate conduct in violation of this Agreement at any time and remove any such objectionable Content, without prior notice and at its sole discretion.

10.4 Third Party Websites and Resources

10.4.1

The Offerings may include hyperlinks to other websites or resources that are controlled, owned or operated by third parties. You acknowledge and agree that we have no control over any such websites or resources and you access and use such websites and resources at your own risk.

10.4.2

Without limiting the foregoing, you acknowledge and agree that neither Liminex, its Affiliates nor any Authorized Reseller are responsible for the availability of any such external sites or resources, and that we do not endorse any advertising, products or other materials on or available from such websites or resources.

10.4.3

You acknowledge and agree that neither Liminex, its Affiliates nor any licensor or Authorized Reseller are liable for any loss or damage which may be incurred by you as a result of the availability

of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.

10.5 Community Galleries and Gallery Content

10.5.1

Certain Offerings may contain galleries ("Community Galleries"), which may include Content, including templates or questions, supplied by us or third parties, including other users of any Offerings ("Other Content Users"). Community Galleries include any Content, library or gallery that we choose at our discretion to make available to you as part of the Community Galleries (such content, the "Gallery Content"). As between you and the creators of Gallery Content, any intellectual property or proprietary rights remain with the creators.

10.5.2

The Gallery Content: (a) is meant to serve as a suggestion only; and (b) is not a substitute for professional advice or specific, authoritative knowledge or direction. We do not promise that the Gallery Content will work for your purposes, or that it is free from viruses, bugs, or other defects. The Gallery Content is provided "as is" and without warranty of any kind. You alone bear the risk of using Gallery Content. No Liminex Party provides any express warranties, guarantees and conditions with regard to the Gallery Content. To the extent permitted under Applicable Law, the Liminex Parties expressly disclaim any and all implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement.

10.5.3

If you choose to submit Your Content to become part of the Community Galleries ("Your Gallery Submission"), you direct and authorize Liminex and its affiliates to host, link to, and otherwise incorporate Your Gallery Submission into any Offering, and you hereby grant to Liminex and its Affiliates, and the Other Content Users an irrevocable, perpetual, worldwide, royalty-free, non-exclusive license to:

(A) reproduce Your Gallery Submission or any component thereof;

(B) create and reproduce derivative works of Your Gallery Submission [or any component thereof; or

(C) publicly display and distribute copies of Your Gallery Submission or any components or derivatives thereof ("Your Gallery Submission License").

10.5.4

For the avoidance of doubt, we reserve, and you hereby grant us, the right to syndicate Your Gallery Submission and to use Your Gallery Submission in connection with any of the Offerings. While you may stop distributing Your Gallery Submission through the Community Galleries at any time, doing so will not in any way affect our right or the right of Other Content Users to exercise the rights granted to us as part of Your Gallery Submission License under this Agreement. To stop distributing

Your Gallery Submission through the Community Galleries, (1) for Pear Deck, you must send an email to support@deck.peardeck.com, in which case Your Gallery Submission will be removed in accordance with our standard procedures; and (2) for Pear Assessment and Pear Practice, you must delete Your Content or change Your sharing level permissions.

10.5.5

You represent and warrant that (a) you own or have obtained the necessary legal rights to provide Your Gallery Submissions and will maintain these rights for as long as Your Gallery Submission is made available to Other Content Users; and (b) all of Your Gallery Submissions abide by the posted Program Policies.

10.5.6

We claim no ownership over any of Your Gallery Submission. You retain copyright and any other rights, including all intellectual property rights, you already hold in Your Gallery Submissions. You agree that you are responsible for protecting and enforcing those rights and that we have no obligation to do so on your behalf.

10.5.7

You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any of Your Gallery Submissions that you submit. We are not in any way responsible for the subsequent use or misuse by any Other Content User or other third party who accesses Your Gallery Submission through any Offering or otherwise.

11. App Store Sourced Application

i. *This Section explains terms related to accessing and downloading an App Store Sourced Application.*

11.1 Accessing and Downloading an App Store Sourced Application from an App Store

You acknowledge that the Agreement is between you and Liminex or one of its Affiliates, and not with the App Store. We, not the App Store, are solely responsible for Offerings, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). You agree to comply with, and your license to use the Offerings is conditioned upon your compliance with all terms of agreement imposed by the applicable App Store when using the Offerings. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Agreement and will have the right to enforce it.

11.2 Accessing and Downloading an App Store Sourced Application from the Apple App Store

11.2.1

You acknowledge and agree that (a) the Agreement is concluded between you and us only, and not Apple, and (b) we, not Apple, are solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the Apple App Store Terms of Service. You agree to only use an App Store Sourced Application that is accessed through or downloaded from the Apple App Store (a) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (b) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service.

11.2.2

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

11.2.3

In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and if applicable, Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between the Liminex Parties and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of the Liminex Parties.

11.2.4

You and the Liminex Parties acknowledge that, as between the Liminex Parties and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (a) product liability claims; (b) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

11.2.5

You and the Liminex Parties acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between the Liminex Parties and Apple, the Liminex Parties, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

11.2.6

The parties acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

11.2.7

Without limiting any other terms of the Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

12. Warranties, Disclaimer, and Release

i. *This Section explains that we strive to provide you with our Offerings with a certain level of skill and care, but we cannot promise that our Offerings are perfect.*

We provide the Offerings using a commercially reasonable level of skill and care, but we cannot make guarantees about the operation, use or results achieved through the use of the Offerings. ACCORDINGLY, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EACH OFFERING IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, AND SCHOOL'S USE IS AT ITS SOLE RISK. THE ENTIRE RISK OF SATISFACTORY QUALITY AND PERFORMANCE RESIDES WITH SCHOOL. THE LIMINEX PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. THE LIMINEX PARTIES MAKE NO WARRANTY THAT ANY OFFERINGS WILL MEET SCHOOL'S REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. SCHOOL IS SOLELY RESPONSIBLE FOR THE SCHOOL ACCOUNT INFORMATION, THE MEANS BY WHICH SCHOOL ACQUIRES SCHOOL ACCOUNT INFORMATION, ACTIVITY INFORMATION, PERSONAL STUDENT INFORMATION, PARENT/GUARDIAN INFORMATION, AND SCHOOL LOG AND COOKIE INFORMATION, AND ALL COMMUNICATIONS AND INTERACTIONS BASED ON THE OFFERINGS, INCLUDING ANY AUTOMATICALLY GENERATED ALERTS THAT SCHOOL MAY RECEIVE. WE ARE NOT A MEDICAL HEALTHCARE PROVIDER. SCHOOL UNDERSTANDS AND AGREES THAT LIMINEX AND THE OTHER LIMINEX PARTIES ARE UNDER NO OBLIGATION OTHER THAN TO PROVIDE THE OFFERINGS TO SCHOOL IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

SCHOOL HEREBY RELEASES EACH OF THE LIMINEX PARTIES AND THEIR RESPECTIVE SUCCESSORS IN RIGHTS FROM ANY CLAIMS, DAMAGES, AND DEMANDS OF EVERY KIND ARISING OUT OF OR IN ANY WAY RELATED TO ANY CLAIMS MADE BY SCHOOL, ANY AUTHORIZED USER, ANY USER OF A MANAGED DEVICE OR ACCOUNT OR THEIR FAMILIES. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO ANY OFFERING, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF

FIRST USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSION AND/OR LIMITATION MAY NOT APPLY TO SCHOOL. NOTHING IN THIS AGREEMENT EXCLUDES, RESTRICTS OR MODIFIES ANY GUARANTEE, WARRANTY, TERM OR CONDITION, RIGHT OR REMEDY IMPLIED OR IMPOSED BY ANY APPLICABLE LAW WHICH CANNOT LAWFULLY BE EXCLUDED, RESTRICTED OR MODIFIED.

13. Indemnification

School agrees, to the extent permitted by Applicable Law (and in the United States, the School's state laws), to indemnify, defend and hold Liminex and the other Liminex Parties harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising from (a) School's failure to receive any consents or provide any notices required to be received or provided under Applicable Law in respect of all users of Managed Devices or Accounts, including for the monitoring and recording of Activity Information in connection therewith; (b) errors in the School Account Information, including Association Information, Parent/Guardian Information, Personal Student Information, and School's selection of settings in the Offerings and maintenance of Authorized User accounts and their permission levels; (c) School's acts or omissions relating to or regarding alerts generated through GoGuardian Beacon or GoGuardian Admin; (d) School's failure to comply with Applicable Laws, including Applicable Mental Health Laws; (e) School's violation of any rights of another party, including any users of Managed Devices or Accounts, (f) Your Content that you submit, share, upload, post or display on or to any Offering; (g) any use by other users of the Offerings of Your Content; and (h) any claim that Your Content violates any Applicable Laws or that it violates or infringes the rights of any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any third party claims for which we are entitled indemnification under this Section 13, and in any event, School agrees to cooperate with us in asserting any and available defenses.

14. Limitations and Exclusions of Liability

14.1 Disclaimer of Certain Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LIMINEX OR ANY OTHER LIMINEX PARTY BE LIABLE TO SCHOOL OR ANY THIRD PARTY FOR PERSONAL INJURY, PROPERTY DAMAGE, ANY LOST PROFITS, LOST DATA OR INFORMATION, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER OR DEVICE FAILURE OR MALFUNCTION, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR SCHOOL'S USE OF, OR INABILITY TO USE, ANY OFFERING, EVEN IF LIMINEX OR THE OTHER LIMINEX PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE OFFERINGS IS AT SCHOOL'S OWN DISCRETION AND RISK, AND SCHOOL WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY DEVICES OR COMPUTER SYSTEMS USED TO ACCESS OR USE ANY OFFERING, OR LOSS OF DATA OR INFORMATION RESULTING THEREFROM.

14.2 Cap on Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE AGGREGATE LIABILITY OF LIMINEX AND ANY OTHER LIMINEX PARTIES FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR SCHOOL'S USE OR INABILITY TO USE AN OFFERING (WHETHER ORDERED DIRECTLY FROM A LIMINEX PARTY OR THROUGH AN AUTHORIZED RESELLER) FOR ANY CAUSE WHATSOEVER, AND UNDER ANY LEGAL THEORY, INCLUDING NEGLIGENCE, TORT OR STRICT LIABILITY, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE FEES ACTUALLY PAID BY SCHOOL (WHETHER TO A LIMINEX PARTY OR AN AUTHORIZED RESELLER) FOR THE OFFERING GIVING RISE TO SUCH CLAIM FOR CALENDAR YEAR IN WHICH SUCH CLAIM AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. SCHOOL AGREES THAT OUR LICENSORS AND SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIABILITY FOR DEATH OR PERSONAL INJURY, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO SCHOOL.

14.3 Basis of the Bargain

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU.

15. Governing Law and Dispute Resolution

15.1 Governing Law and Venue

This Agreement and any dispute arising from or relating to this Agreement are governed by the laws of the state of California, United States, without regard to its conflict of law principles. You further agree to accept service of process by mail. To the extent the parties are permitted under this Agreement to initiate litigation in court, the parties consent to exclusive personal jurisdiction and venue in the courts located in Los Angeles County, California. If School is a United States public and accredited educational institution, domiciled in a state within the United States that expressly requires a different choice of law other than California law, then School's state's law will apply. If School is a United States public and accredited educational institution domiciled in a state within the United States that expressly requires venue or jurisdiction of a different state, then School's state's required venue and jurisdiction will apply.

15.2 Dispute Resolution; Binding Arbitration; Class Action Waiver ("Arbitration Agreement")

In the event of a dispute, claim, or controversy arising out of or relating to this Agreement, any Offering, any person's access to and/or use of the Offering, and/or the provision of content, features, and/or technology on or through the Offering (collectively, "Claims"), the parties must first give the other notice of the Claim. This notice must include a brief written statement with the name, address, and contact information of the party giving it, as well as the facts giving rise to the Claim and the relief requested. You must send any such notice to Liminex by email to legal@goguardian.com AND by U.S. Mail to Liminex, 2030 E Maple Ave Suite 100, El Segundo, CA 90245. If we have your contact information, we will send any such notice to you by U.S. Mail and your email address.

The parties shall use reasonable, good faith efforts to resolve any Claim through consultation and good faith negotiations within thirty (30) days from the date that any notice of a Claim is sent. After thirty (30) days, you or we may resort to the other alternatives described in Section 15.2.1. Notwithstanding the foregoing, the notice requirement in this section and the 30-day negotiation period required shall not apply to Claims involving patents, copyrights, moral rights, trademarks, trade secrets or piracy or unauthorized use of an Offering.

15.2.1

Binding Arbitration. *Arbitration Rules and Forum* Except as otherwise specifically set forth below, any Claims between you and us, if unresolved through informal consultation and negotiation pursuant to the preceding paragraph, shall be resolved by binding arbitration to be held in Los Angeles, California. Notwithstanding the foregoing, if School is a United States public and accredited educational institution domiciled in a state within the United States that expressly requires a different location for arbitration other than Los Angeles, California, then School's state's required location for binding arbitration will apply. If School that is a United States public and accredited educational institution and your consent to binding arbitration is expressly prohibited by the laws of the state within the United States in which School's educational institution is domiciled, then this Section is hereby waived. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. The arbitration shall be conducted by a single arbitrator, governed by JAMS pursuant to its Comprehensive Arbitration Rules & Procedures (collectively, "JAMS Rules"), as modified by this Agreement, and administered by JAMS. The JAMS Rules and fee information are available at www.jamsadr.org or by calling JAMS at 1-800-352-5267. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement, and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitrator will decide the rights and liabilities, if any, of each party. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties.

Exceptions: Litigation of Intellectual Property and Small Claims Court Claims concerning patents, copyrights, moral rights, trademarks, and trade secrets, and Claims of piracy or unauthorized use of any Offering shall not be subject to arbitration under this Section 15.2.1. In addition, the parties may choose to pursue a Claim in small claims court where jurisdiction and venue over the parties otherwise qualify for such small claims court and where the Claim does not include a request for any type of equitable relief.

Batch Arbitration: Notwithstanding this Section 15.2.1, to increase the efficiency of administration and resolution of arbitrations, you and Liminex agree that, in the event there are ten (10) or more individual Claims of a substantially similar nature (i.e., Claims that arise out of or relate to the same or similar facts and raise the same or similar legal issues and requests for relief) filed against Liminex by or with the assistance of the same law firm, group of law firms, or organizations, within a ninety (90) day period, JAMS shall (1) administer the arbitration demands in batches of 100 Claims per batch (or, if between ten (10) and ninety-nine (99) individual Disputes are filed, a single batch of

all those Claims, and, to the extent there are less than 100 Claims remaining after the batching described above, a final batch consisting of the remaining Claims); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("Batch Arbitration"). If there is any dispute about the applicability of these Batch Arbitration procedures, JAMS shall appoint a single administrative arbitrator to determine the applicability of the Batch Arbitration process.

Authority of Arbitrator: In binding arbitration, the arbitrator shall have the authority (a) to grant motions dispositive of all or part of any Claim; (b) to award monetary damages; and (c) to grant any non-monetary remedy or relief available to an individual under Applicable Law, the arbitral forum's rules, and this Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

Confidentiality: All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. Both parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent either party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

15.2.2

Class Action Waiver. THE PARTIES HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. The parties are instead electing that all Claims not otherwise resolved informally as permitted above shall be resolved by arbitration under this Arbitration Agreement. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

16. Miscellaneous

16.1 Changes to this Agreement

Before we make a material change to this Agreement, we will notify you as described in this Section. We may make immaterial changes (e.g., correcting a typographical error or another immaterial change) without notifying you. Please regularly review our Website and your Account for any changes. On our Website, we provide notice of any changes by posting the updated Agreement with a "Last Updated" date indicating the date of our most recent update. If we make material changes to this Agreement, we will also take an additional step (beyond posting on our Website) of notifying you of changes in another way that we believe is reasonably likely to reach you, such as emailing you at your email address associated with your Account, posting an announcement on our Website, or via a pop up in our Offering. Some changes may require your consent before further use of the Offerings is permitted. If you do not agree to any change(s), you agree to stop using the Offerings, and email us at terms@goguardian.com. Otherwise, your continued use of the Offerings after a change made in accordance with this provision constitutes your acceptance of such change(s).

16.2 Entire Agreement

This Agreement, including any applicable Order Forms and any terms and policies that are incorporated into this Agreement by reference (including by reference to a URL), including any applicable Supplemental Terms, constitutes the entire agreement between you and the Liminex Parties with respect to the subject matter hereof and supersedes all prior agreements between you and the Liminex Parties and any other contractual obligations any Liminex Party or you may have to the other, whether written or oral, relating to the same subject matter. We reject additional or conflicting terms of School's form-purchasing document you provide to us in connection with your procurement of access to any Offering. The headings of this Agreement are for readability only and do not constitute terms.

16.3 Language

You agree that this Agreement and all related documents shall be drawn up in the English language.

16.4 Severability

If any provision of this Agreement is invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under Applicable Law and the remaining provisions will continue in full force and effect.

16.5 Force Majeure

Our failure to comply with any provision of this Agreement due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemy, actions of governmental authorities outside of our control (excepting compliance with applicable codes and regulations), or other force majeure event will not be considered a breach of this Agreement.

16.6 No Third Party Beneficiaries

You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

16.7 Electronic Communications

The communications between you and Liminex or its Affiliates may take place via electronic means, whether you use an Offering or send us e-mails, or whether we post notices on or through any Offering or communicate with you via e-mail. For contractual purposes, you (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

16.8 Assignment

This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

16.9 Notice

Where we require that you or any Authorized Users provide an e-mail address, you are responsible for ensuring that we are provided with the most current e-mail address for the designated Authorized User. In the event that the last e-mail address provided to us is not valid, or for any reason is not capable of receiving any notices required/ permitted by this Agreement, our dispatch of the e-mail containing such notice to such address will nonetheless constitute effective notice. You may give notice to us at the following address: 2030 E Maple Ave, Suite 100, El Segundo, CA 90245. Such notice shall be deemed given when received by us by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

16.10 Waiver

Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

16.11 Export Control

You may not use, export, import, or transfer any Offering except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Offering, and any other Applicable Laws. By using any Offering, you represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (b) you are not listed on any U.S. Government list of prohibited or restricted parties. You will not permit any Authorized User to access or use any Offering, or deploy any Offering on any device or account, in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.

16.12 Publicity

Liminex may publicly identify you as a customer of Liminex and use your name, logo, and/or trademarks in any of its advertising or marketing materials.

17. Definitions

For the purposes of this Agreement, the following capitalized terms will have the meanings set forth for each of them below:

17.1 Add-on

Add-on means any additional license to an Offering, beyond the original Licensed Capacity purchased, the parties agree to add to School's Subscription during a Subscription Term.

17.2 Activity Information

Activity Information means information about online account and activity collected at the Authorized User level, in connection with Managed Devices or Accounts, including, for GoGuardian Offerings, chats (within GoGuardian Teacher), a student's browsing history, IP address automatically collected by GoGuardian, online content, screenshots, and key input patterns (but not the actual inputs) to identify behaviors like gaming, and for Pear Deck and Pear Practice, information about the student's activity within a presentation or session, including engagement with and any student content generated in the session, and, Your Content that is uploaded into or generated in any Offerings. This may include free text, multiple choice answers, drawings, or URLs. For Pear Assessment, information from or about any activity when an Authorized User is logged on, including audio recordings in an assessment may be collected. Pear Deck Tutor may collect additional information, from or about any activity when an Authorized User is logged on including, chats, audio and video recording during virtual tutoring sessions, free text or drawings on the whiteboard during virtual tutoring sessions, and documents submitted to the Pear Deck Tutor Writing Lab.

17.3 Affiliate

Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with a party. "Control" for purposes of this definition means the power to direct or cause the direction of the management and policies of the subject entity, whether through equity ownership, a credit arrangement, franchise agreement or other contractual arrangement.

17.4 Applicable Law

Applicable Law means any applicable federal and state laws, rules and regulations, applicable to the parties and/or the Offerings, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), and the Applicable Mental Health Laws.

17.5 Applicable Mental Health Law

Applicable Mental Health Law means any federal and state laws, rules and regulations applicable to School's suicide and self-harm program and use of GoGuardian Beacon or GoGuardian Admin (self-harm smart alerts and/or Beacon Starter), including applicable law mandating staff training, certain suicide staff roles such as suicide prevention coordinators, and school prevention, intervention, and post-intervention policies.

17.6 Association Information

Association Information means information associating a particular student or other user of a Managed Device or Account to a particular Managed Device or Account, as well as information about associations between any such user of a Managed Device or Account with School, an organizational unit or other grouping within the school (e.g., grade, class, cohort), a parent or guardian or a school official or Authorized School Personnel. Association Information does not include Activity Information.

17.7 Authorized Reseller

Authorized Reseller means an entity authorized by Liminex or one of its Affiliates to sell Subscriptions to one or more Offerings under the terms of this Agreement and with which School has contracted directly to purchase the Offerings.

17.8 Authorized User

Authorized User means an individual who is authorized by School to use an Offering, for whom School has purchased or provisioned a Subscription, and to whom School (or, when applicable, Liminex or one of its Affiliates, at School's request) has supplied access credentials (for Offerings utilizing authentication). Authorized Users include, for example, Authorized School Personnel and agents and third parties such as students and parents/guardians.

17.9 Authorized School Personnel

Authorized School Personnel means an Authorized User who is an employee, teacher, or official of a School or a School's district.

17.10 Authorized School Personnel Information

Authorized School Personnel Information means information about Authorized School Personnel, including permission levels associated with the Authorized School Personnel, chat messages between students and teachers using an Offering, such as GoGuardian Teacher, unique account identifiers generated by a us, and other relevant unique identifiers.

17.11 Confidential Information

Confidential Information means (a) any software utilized by us in the provision of any Offering and its respective source code; (b) each party's business or technical information, including but not limited to the User Documentation, information relating to software plans, designs, costs, prices and names, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (c) any special pricing or other non-standard terms agreed to by the parties in an Order Form or other separate written document. Confidential Information will not include any information that: (w) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (x) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (y) was independently developed by a party without breach of any obligation owed to the other party; or (z) was or is received from a third party without breach of any obligation owed to the other party.

17.12 De-identified Information

De-identified Information means aggregated and anonymized data which may be derived from School Account Information, Personal Student Information, Parent/Guardian Information, School Log

and Cookie Information, or Activity Information; provided such De-identified Information cannot reasonably be used to identify any Authorized User, user of a Managed Device or Account, or any other individual.

17.13 Education Records

Education Records means "education records" as defined under the FERPA regulation 34 CFR § 99.3.

17.14 Account

Account means an account created by or on behalf of School that is associated with one or more Offerings for which School has a Subscription, which is then used by School to manage access and use of the Offering(s) by School and its Authorized Users.

17.15 Liminex Information

Liminex Information means (a) all De-identified Information; and (b) any information collected by Liminex or its Affiliates independently and without access to, reference to or use of any School Account Information, Personal Student Information, Parent/Guardian Information, School Log and Cookie Information, or Activity Information.

17.16 Offering

Offering means any product or service, including Professional Services, made available by Liminex or its Affiliates, including the GoGuardian Offerings, Pear Deck, Pear Assessment, the Pear Deck Tutor, and the Pear Practice.

17.16.1

GoGuardian Offering(s) means Liminex's suite of products and services, including Professional Services, provided under the GoGuardian brand, other than the Websites.

17.16.2

Pear Deck Offering(s) means Liminex's suite of products and services, including Professional Services, provided under the Pear Deck brand, other than the Websites.

17.17 Liminex Parties

Liminex Parties means Liminex, its Affiliates, including Pear Deck Inc., Snapwiz Inc., and Zorro Holdco, LLC, and each of their respective licensors, suppliers, officers, directors, employees, shareholders, agents and representatives.

17.18 Licensed Capacity

Licensed Capacity means the number of licenses to an Offering covered by a Subscription during a Subscription Term (e.g., depending on the particular offering and licensing model indicated on the Order Form, the number of accounts, authorized devices, installations, seats, or tutoring hours).

17.19 Managed Device or Account

Managed Device or Account means any device and/or account of a student or user for which School deploys or installs an Offering or seeks participation from an Offering for such purpose in accordance with the terms of this Agreement.

17.20 Order Form

Order Form means a written or online ordering document, communication, form, statement of work, or other documentation that specifies the Offering(s) to be provided and which is either executed or submitted by you, and then accepted by a Liminex, one of its Affiliates or one of their Authorized Resellers. Each Order Form identifies the purchased Offering(s), any applicable fees, and, for licensed products and services, the Subscription Term and Licensed Capacity, as well as any other terms as agreed to between the parties. If an Order Form with School indicates that any School Affiliates will be receiving access to the Offering(s) hereunder, each of them will be bound by the terms of this Agreement as if they were an original party hereto.

17.21 Parent/Guardian Information

Parent/Guardian Information means any data or information provided, submitted, or made available in an Offering about a parent or guardian of a student user of a Managed Device or Account, including the individual's association with a particular child and his or her contact information (e.g., email address).

17.22 Content

Content means all information (such as data files, fonts, written text, computer software, music, audio files, image files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, any Offerings.

17.23 Personal Student Information

Personal Student Information means information provided, submitted, or made available in an Offering about a student user of a Managed Device or Account (including, the student's School-managed account information, Activity Information, grade and attendance data, and location information to the extent collected) that may, alone or in combination with other available information, be reasonably used to identify a current or former student enrolled in a School, including Educational Records defined herein.

17.24 Professional Services

Professional Services means any supplemental technical, training, support, consulting or implementation services that Liminex or one of its Affiliates provides to you, as set forth in an Order

Form. Any purchased Professional Services, whether provisioned in connection with or support of another Liminex Offering, shall be deemed an Offering hereunder.

17.25 School

School means the school, school district, corporation, organization, college, university, or other legal entity identified on an Order Form on whose behalf the individual accepts this Agreement, and any Affiliates of that school, school district, corporation, organization, college, university, or other legal entity have entered into Order Form(s) (for so long as they remain Affiliates).

17.26 School Account Information

School Account Information means School Profile Information, Authorized School Personnel Information, and Association Information.

17.27 School Affiliate

School Affiliate means any Affiliate of School that has been designated in an Order Form as authorized to access the Offerings under this Agreement.

17.28 School Log and Cookie Information

School Log and Cookie Information means analytics, log and event information, such as IP address, Internet service provider (ISP), date and time stamp, browser language, browser type, amount of time spent on particular portions of the Offerings, service diagnostics and technical logging information, device information, and/or other general usage data, automatically collected by or on behalf of Liminex or an Affiliate.

17.29 School Profile Information

School Profile Information means the name, email address, and phone number of the individual ordering the Offering on School's behalf, as well as the School's name, address, billing address, of the School or Authorized User, as applicable, the number of devices, number of students, and network configuration, and to the extent an Account is created for School, the password created for such Account.

17.30 Subscription

Subscription means a time-limited right granted to School to access and use one or more licenses to an Offering under the terms of this Agreement.

17.31 Subscription Term

Subscription Term means the period of time for which you subscribe (whether through a standard license or as part of a trial or beta license) to a particular Offering, as specified in an Order Form. For the avoidance of doubt, "Subscription Term" includes the initial Subscription Term agreed to in the Order Form and any subsequent renewal Subscription Term under that Order Form.

17.32 User Documentation

User Documentation means the online user guides, documentation, and help and training materials we make accessible at GoGuardian **Help Center**, the Pear Deck **Help Center**, the Pear Assessment **Help Center**, the Pear Practice **Help Center**, the Pear Deck Tutor **Help Center**, the **Pear Deck Tutor Code of Conduct**, or such other URL we identify from time to time, and any other materials we provide as part of the Offerings, all as may be updated from time to time.

17.33 Website(s)

Website(s) means the Liminex or its Affiliates' websites made available online to the public that are not the Offerings.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of July, 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 #: 25-425

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

West HS would like to utilize GoGuardian/Pear Deck Learning for student instruction.

Cost to Knox County Schools

$0

Description and Type of Funding Source

School Funds - 410.000

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

RLA-17492 **R-25-7-210**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Master Registration Agreement, Data Processing Agreement, and Service Terms with Turnitin, LLC for West High School's license to a suite of proprietary solutions to run plagiarism checks during the 2025-2026 school year at a cost of $6,327.86.
(Schools)

Attachments

Resolution

Agreements

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A MASTER REGISTRATION AGREEMENT, DATA PROCESSING AGREEMENT, AND SERVICE TERMS WITH TURNITIN, LLC FOR WEST HIGH SCHOOL'S LICENSE TO A SUITE OF PROPRIETARY SOLUTIONS TO RUN PLAGIARISM CHECKS DURING THE 2025-2026 SCHOOL YEAR AT A COST OF $6,327.86.

RESOLUTION: R-25-7-210

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, Knox County Schools desires to enter into a Master Registration Agreement, Data Processing Agreement, and Service Terms with Turnitin, LLC for West High School's license to a suite of proprietary solutions to run plagiarism checks during the 2025-2026 school year at a cost of $6,327.86; and

WHEREAS, the proposed agreements with Turnitin, LLC set forth the terms and conditions under which the products and services will be provided for the term beginning August 10, 2025 and ending August 9, 2026; and

WHEREAS, at its regularly scheduled meeting on July 10, 2025, the Knox County Board of Education approved the Master Registration Agreement, Data Processing Agreement, and Service Terms with Turnitin, LLC.

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

The Master Registration Agreement, Data Processing Agreement, and Service Terms with Turnitin, LLC for West High School's license to a suite of proprietary solutions to run plagiarism checks during the 2025-2026 school year 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 Master Registration Agreement, Data Processing Agreement, and Service Terms with Turnitin, LLC for West High School's license to a suite of proprietary solutions to run plagiarism checks during the 2025-2026 school year 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

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Order Form to Master Registration Agreement

This Order Form ("**Order Form**") is entered into between the entities specified in the table below. This Order Form is made a part of the Master Registration Agreement ("MRA"), or such other applicable agreement, between the Turnitin Contracting Party specified in the Billing and Contact Information table below ("**Turnitin**") and West High School ("**Customer**") governing the provision of the Services (the "**Agreement**"). This Order Form is effective as of the date the last party signs this Order Form (the "**Order Form Effective Date**"). All capitalized terms used but not defined in this Order Form have the meanings ascribed to them in the Agreement. For purposes of this Order Form, "**you**" and "**your**" refer to Customer and "**we**" and "**us**" refer to Turnitin. In the event of any conflict between the terms of the Agreement and this Order Form, the terms of this Order Form will govern.

Turnitin, LLC

2101 Webster Street
Suite 1900
Oakland CA 94612
United States

Order Form No: Q-859583-3
Date: 5-May-2025
Expires On: 9-Aug-2025

Order form for **West High School**
Proposed by Ronaldo Sagana Jr.
Email: rsagana@turnitin.com
Phone:

Customer Information	
Billing Account: West High School	
Billing Street: 3300 Sutherland Ave.	Primary Contact: Shannon Suddath
Billing City: Knoxville	Primary Contact Email: shannon.suddath@knoxschools.org
Billing State/Province: TN	
Billing Zip/Postal Code: 37919	Billing Contact: Daisy Hogin
Billing Country: United States	Email: daisy.hogin@knoxschools.org
Tax ID: Validcert	

1. Terms and Conditions.

1.1 Use of Products and Services. You acknowledge and agree that our provision and your use of the Products and Services provided hereunder are governed by the terms of the Agreement, available at www.turnitin.com/mra the DPA, available at www.turnitin.com/dpa the Service Terms, available at www.turnitin.com/service-terms and the Turnitin Policies.

2. Training

2.1 On-site or online trainings must be completed within twelve (12) months of the start of Turnitin/iThenticate service, or the expiration of the Term in which Training was licensed whichever is earlier ("Training Term Expiry").
Training Terms and Conditions

3. Term and Termination

3.1 Term. The term of each Product or Service provided hereunder is specified in the Services and Fees table below:
3.2 Renewal. This Order Form (including your license(s) to the Products/Services provided pursuant to this Order Form) will automatically renew as set forth in Section 19.1.1 of the MRA.

Product Name	License Type	Service Start Date	Service End Date	Quantity	Amount
Turnitin Similarity	Enterprise	10-Aug-2025	9-Aug-2026	1	USD 5,217.84
Turnitin Originality	Enterprise	10-Aug-2025	9-Aug-2026	1	USD 1,109.82
				Net Total:	USD 6,327.66
				Gross Total:	USD 6,327.66

Product Descriptions

Turnitin Similarity	Protect against copy/paste plagiarism, student collusion, and research misconduct.
Turnitin Originality	Comprehensive protection against academic misconduct including emerging challenges such as AI writing & contract cheating.

4. Fees; Payment Terms.

4.1 Invoices. You will pay the total amount due within Net 30 days of receipt of an invoice. Payments not received within Net 30 days may accrue a late fee ("**Late Fee**") of two percent (2%) of the total amount due under the invoice per month up to (i) ten percent (10%) of the total amount due or (ii) the maximum Late Fee percentage permitted under Applicable Law, whichever is less. The billing method you have selected is Immediate: the invoice will be issued in full as soon as possible. In connection with this Order Form, Turnitin will submit invoices to Customer in accordance with the billing method selected and will direct such invoices to Customer via the contact information provided in the Billing and Contact Information table above. Payment instructions will be supplied on the invoices that are generated from the order.

4.2 Indirect Taxes. All fees payable by you are exclusive of Indirect Taxes, except where Applicable Law requires otherwise. We may charge and you will pay applicable Indirect Taxes that we are legally obligated or authorized to collect from you. You will provide such information to us as reasonably required to determine whether we are obligated to collect Indirect Taxes from you. We will not collect, and you will not pay, any Indirect Tax for which you furnish us a properly completed exemption certificate or a direct payment permit certificate for which we can claim an available exemption from such Indirect Tax. If you possess a valid exemption certificate from certain taxes, please email such certificate to us at ar@turnitin.com.

4.3 Disputes. In the event of any dispute or discrepancy regarding any invoice, Customer shall notify the Turnitin Engagement Manager at ar@turnitin.com within ten (10) days of receipt of the invoice. Failure to do so will constitute acceptance of the invoice as accurate and due for payment.

4.4 Purchase Order Instructions. If you require a purchase order to submit payment, please follow the below guidance.

1. Please make your purchase order payable to Turnitin, LLC
2. Your institution name and address must be on the purchase order
3. The payment on the purchase order must indicate it is in USD and must equal the USD 6,327.66 amount of the order form
4. Orders cannot be processed from a Purchase Order alone, a signed Order Form must also be provided.
5. Email the purchase order and Order Form to the respective Turnitin representative listed above or orders@turnitin.com

Signed Order Form Instructions

Please check the details at the top of page one. If any of them are blank or incorrect please amend below.	
Billing Address	WEST HIGH SCHOOL 3300 Sutherland Ave. Knoxville, TN 37919
Billing Contact	Daisy Hogin
Billing Email (General billing email preferred)	daisy.hogin@knoxschools.org
Tax ID Number	62-1514781

turnitin

Signature Section

IN WITNESS WHEREOF, the parties have executed this Order Form as of the Order Form Effective Date:

Customer West High School	
Signature	Ashley Speas
Printed Name	Ashley Speas
Printed Title	Principal
Date	06/04/2025

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Bringing transparency to the writing process Discover Turnitin Clarity →

MASTER REGISTRATION AGREEMENT

ACUERDO MARCO DE REGISTRO →

PERJANJIAN PENDAFTARAN UTAMA →

اتفاقية التسجيل الرئيسية →

基本登録契約書 →

CONTRACTO DE REGISTRO PRINCIPAL →

Last Updated: April 15, 2025

This **MASTER REGISTRATION AGREEMENT** (this **"Master Registration Agreement"**, together with the Service Terms, and Order Form(s), the **"Agreement"**), is between the applicable Turnitin Contracting Party specified in Section 27 below (**"Turnitin"**, **"we"**, **"us"** or **"our"**), and the individual or legal entity licensing the Services under the Agreement and/or an applicable Order Form (**"Customer"**, **"you"**, or **"your"**) and governs your access to and use of the Services. Turnitin and Customer are each, individually, a **"Party"**, and collectively, the **"Parties"** to the Agreement. Capitalized terms used but not defined in this Master Registration Agreement have the meanings set forth in Section 28 (Definitions).

Background. Turnitin has developed a suite of proprietary solutions designed for educational institutions to promote academic integrity, streamline exam assessment processes, and promote originality in academic work. These solutions include advanced technology for test assessments, proctoring, scoring, and recording, as well as tools for detecting potential unoriginal content by comparing texts against resources which may include but are not limited to: (1) internet resources; (2) Turnitin's proprietary database of texts; and (3) our proprietary Artificial Intelligence ("AI") detector. Customer is likewise committed to upholding academic integrity and promoting original work and seeks to subscribe to select Services offered by Turnitin, subject to the terms of the Agreement.

TERMS AND CONDITIONS

1. Order Forms; Payment; Taxes.

1.1 Order Forms. You will subscribe to the applicable Service by executing an Order Form which will define: (i) the Term; and (ii) the applicable Services you have licensed from us. Each Order Form is governed by the Agreement. You are responsible for providing complete and accurate billing, tax, and contact information to Turnitin.

1.2 Fees/Payment. You will pay the total amount due within thirty (30) days of receipt of an invoice, unless otherwise specified on an applicable Order Form. In addition to the total amount due under the invoice, payments not received within thirty (30) days may accrue a late fee (**"Late Fee"**) if specified on an applicable Order Form. Turnitin reserves the right to suspend access to the applicable Service in the event of untimely payment as outlined in section 13. We also reserve the right to pursue legal action for non-payment.

1.3 Taxes. Each Party will be responsible, as required under Applicable Law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that Party upon

or with respect to the transactions and payments under the Agreement. All fees payable by you are exclusive of Indirect Taxes, except where Applicable Law requires otherwise. We may charge and you will pay applicable Indirect Taxes that we are legally obligated or authorized to collect from you. You will provide such information to us as reasonably required to determine whether we are obligated to collect Indirect Taxes from you. We will not collect, and you will not pay, any Indirect Tax for which you furnish us a properly completed exemption certificate or a direct payment permit certificate for which we can claim an available exemption from such Indirect Tax. If you possess a valid exemption certificate from certain taxes, please email such certificate to us at ar@turnitin.com. All payments made by you to us under the Agreement will be made free and clear of any deduction or withholding, as required by law. If any such deduction or withholding (including cross-border withholding taxes) is required on any payment, you will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under the Agreement. We will provide you with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

2. License Grant and Right to Use Services

During the Term of the Agreement and subject to the Customer's compliance with the terms and conditions of the Agreement, Turnitin hereby grants to the Customer a limited, non-exclusive, revocable, non-transferable, non-assignable, non-sublicensable, non-commercial, royalty-free license. This license permits the Customer's Authorized Users to access and use the Services purchased pursuant to the Order Form(s) solely for the Customer's own internal purposes. This license grant is subject to the additional license terms applicable to each Service (a) in the Service Terms available at www.turnitin.com/service-terms; and (b) in the chart below:

Additional Services License Terms

Turnitin Service	Additional License Terms/Restrictions
Turnitin Feedback Studio, Turnitin Feedback Studio with Originality, Turnitin Similarity, Originality, OC, OC+, Clarity, and SimCheck	The license granted for Turnitin Feedback Studio, Turnitin Feedback Studio with Originality, Turnitin Similarity, Originality, Originality Check, Originality Check +, Clarity, SimCheck and any of their add-on features shall extend to Customer's Authorized Users, but only for their use in classes offered through Institution, and does not cover partner institutions unless otherwise agreed.
iThenticate Service	The license granted for the iThenticate Service extends to Authorized Users, but only for faculty research (i.e., grant proposals, general research, and supplemental course materials) produced in connection with Customer. Customer is responsible for ensuring that its Authorized Users comply with the terms of the Agreement.
Gradescope Service	The license granted for the Gradescope Service includes the right to access, use, reproduce, distribute, publicly perform, and display the Gradescope Service as set forth in the Agreement and the Order Form. This license extends to Authorized Users.
ExamSoft Service	Turnitin grants to Customer during the Term a non-exclusive, non-transferable, limited right, without right of sublicense, for all Authorized Users to: (a) access, use and display the ExamSoft Services from the Site; (b) access and use the Assessment Administration Services; (c) display, manipulate, and print, where enabled, the Authorized User Data, and if applicable, the Proctoring Reports in the course of using the Services; (d) access, use, display and print the applicable User Documentation solely in connection with the Portal Access Services; and (e) if applicable, permit Authorized Users to download and/or use the examinee testing software only for the purpose of taking assessments.

3. Enforcement for Authorized Users.

You shall ensure that all your Authorized Users comply with the terms and conditions of the Agreement, including, without limitation, with your obligations set forth in Sections 4 (Acceptable Use Policy; EULA) and 9 (Restrictions; Other Obligations). You shall promptly notify Turnitin of any suspected or alleged violation of the terms and conditions of the Agreement and shall cooperate with Turnitin with respect to: (a) investigation by Turnitin of any suspected or alleged violation of the Agreement; and (b) any action by Turnitin to enforce the terms and conditions of the Agreement.

4. Acceptable Use Policy; EULA.

4.1 AUP. You agree to comply with Turnitin's Acceptable Use Policy ("**AUP**"), which is incorporated into this Agreement by reference and sets forth the acceptable and prohibited uses of the Services. The AUP can be found at www.turnitin.com/acceptable-use-policy. Turnitin reserves the right to update the AUP from time to time at its discretion. You shall ensure that your Authorized Users are aware of and comply with the AUP. In the event of any violation of the AUP by you or your Authorized Users, Turnitin may, at its sole discretion, suspend or terminate access to the Services, in addition to any other remedies available under the Agreement or at law. You shall be liable for violation of the terms and conditions of this Agreement by any of your Authorized Users.

4.2 EULA. Authorized Users will be required to accept our EULA prior to being granted access to any Services as set forth in the Service Terms.

5. Turnitin Data Usage Rights.

5.1 Customer License for Provisions of Services. Customer grants Turnitin, its Affiliates, and its third-party vendors (a) to provide the Services in accordance with the Agreement and any applicable Order Form; (b) to a non-exclusive, royalty-free, transferable, and sublicensable license to access, use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display Customer Content and Authorized User Data as necessary for Turnitin (c) to create benchmarks assessing Customer and Customer-based performance and Service utilization; (d) to offer the Customer suggestions; (e) to engage in uses otherwise required by Applicable Law, such as making disclosures to law enforcement pursuant to investigations; and (f) to create Anonymized, Aggregated, and/or De-Identified Data from Customer Content. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Authorized User Data and any information Customer provides relating to any Authorized Users and for obtaining and maintaining requisite copyright or other intellectual property rights relating to any such data such that Customer can grant the rights provided in this Agreement to Turnitin.

5.2 Customer License for Product Development. Provided that any usage by Turnitin and its Affiliates is in an Anonymized, De-Identified and/or Aggregated manner that does not identify Customer or any of its Authorized Users, Customer grants Turnitin and its Affiliates a perpetual, irrevocable, non-exclusive, royalty-free, transferable, and sublicensable license to use Customer Data, Authorized User Data, and Submissions (in whole or in part) for the purposes of developing, enhancing, or further refining Turnitin's existing products and services and developing new products and services, including those that leverage artificial intelligence. This license is subject to Turnitin's compliance with its confidentiality obligations under the Agreement and all Applicable Laws, including privacy laws.

5.3 Aggregated, Anonymized, and/or De-Identified Data. Upon creation, Turnitin shall own all right, title, and interest to any Aggregated, Anonymized, and/or De-Identified Data, and Turnitin may use, disclose, reproduce, distribute, display, perform, create derivative works from, and otherwise exploit Aggregated, Anonymized, and/or De-Identified Data for any lawful purposes, including, but not limited to, improving its existing products and services, developing new products and services, and for research, marketing, and promotional purposes, provided that such use does not directly or indirectly identify Customer or any Authorized User and is not prohibited by Applicable Data Protection Laws.

5.4 Required Consents. Customer represents and warrants that it will comply with and has provided all required notices and obtained all necessary consents and authorizations from its Authorized Users, as required by Applicable Law, to grant Turnitin the licenses set forth in this Section 5.

6. Service Terms.

The Service Terms apply to specific Services and provide additional terms and conditions governing your use of those Services. These Service Terms are available at www.turnitin.com/service-terms and are incorporated herein by reference. Your access to and use of the applicable Services are subject to the relevant Service Terms, in addition to the terms and conditions of the Agreement.

7. Reports and Source Database.

With respect to any Services that include reports evaluating textual sources, AI writing content and the database of source documents ("**Source Database**"), you agree (a) to maintain any Turnitin notices (including legal notices relating to Turnitin's proprietary rights such as copyright and trademark notices) and disclaimers on the reports; (b) to exercise independent professional judgment in, and to assume sole and exclusive responsibility for, determining the actual existence of plagiarism in submitted papers, acknowledging and understanding that the reports are only tools for detecting textual similarities between compared works and/or writing likely generated by AI and do not determine conclusively the existence of plagiarism; (c) that any disclosure of a report to any third party is at the your own risk; and (d) that for papers stored in the Source Database, you authorize and instruct Turnitin to retain such papers for the purpose of using them as source material to detect unoriginal text in

other papers in the future, including after the Term of the Agreement, unless your Turnitin administrator makes a written request to us to delete such papers.

8. Turnitin Obligations.

Turnitin agrees to: (a) use industry standards to protect the security of accounts, passwords, and the Source Database; (b) comply with the then-current Turnitin Policies, which are incorporated herein by reference; and (c) use reasonable efforts to make reports available online for a period of one hundred and eighty (180) days after the set end date for each class, with subsequent access, as available, to be provided via request to your account representative.

9. Restrictions; Other Obligations.

9.1 Restrictions. You and your Authorized Users may use the Services solely for the purposes expressly permitted by the Agreement. Neither you nor any Authorized User shall (or shall attempt to): (a) use the Services for purposes other than your internal use; (b) reverse engineer, decompile, disassemble, modify or create works derivative of the Services; (c) assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Services, or directly or indirectly permit any third party to use or copy the Services; (d) use the Services for purposes of (i) benchmarking or competitive analysis of the Services, (ii) developing, using or providing a competing software product or service, or (iii) any other purpose that is to our detriment or commercial disadvantage; (e) probe, scan, penetrate or test the vulnerability of the Services or breach the Services' security or authentication measures, whether actively or passively; (f) impersonate or misrepresent us, any of our employees, another user, or any other person or entity (including without limitation, by using email addresses associated with any of the foregoing); or (g) introduce any programs that contain viruses, worms, and/or Trojan horses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of the Services. You shall maintain the confidentiality of any passwords associated with the use of the Services in strict confidence and shall not share such passwords with any third party. For clarity, you may not share user credentials with any third-party without Turnitin's prior written consent.

9.2 Other Obligations. You shall be solely responsible for all use of the Services made with your passwords. Additionally, you: (a) must use the Services in accordance with Turnitin's then-current Documentation; (b) shall not remove any proprietary notices (e.g., copyright and trademark notices) from either the Services, Documentation, content, or reports provided by Turnitin; (c) shall ensure your use of the Services complies with all Applicable Laws; (d) abide by all Turnitin Policies provided on the Turnitin Site (https://www.turnitin.com/); and (e) shall not (i) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (ii) use the Services to store or transmit Malicious Code, (iii) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (iv) attempt to gain unauthorized access to the Services or its related systems or networks.

10. Professional Services.

If an Order Form includes the provision of certain professional services (which typically include implementation, training with respect of the use of the Services, or assistance in creating Outputs (as defined below)) (**"Professional Services"**), then such services shall be provided in accordance with the Statement of Work to be attached to the Order Form (**"SOW"**). The Professional Services shall be provided remotely (and not at Customer's site), unless otherwise agreed in writing between the Parties in the SOW. The Professional Services may be performed by a third party if mutually agreed in the SOW.

11. Telecommunications and Internet Services.

You acknowledge and agree that your and your Authorized Users' use of the Services is dependent upon access to telecommunications and Internet services. You are solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware and software required to access and use the Services, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing. Turnitin is not responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications and Internet services.

12. Privacy and Data Protection; Security.

12.1 Collection/Processing of Personal Data. Solely to the extent necessary for Turnitin's provision of the Services to Customer, Customer (in its capacity as Data Controller) may from time to time provide or make available access to Personal Data contained in Customer Content to Turnitin (in its capacity as a Data Processor). Turnitin's collection, use, processing, and disclosure of Personal Data in connection with the Services will be subject to and in compliance with the Data Processing Agreement available at www.turnitin.com/dpa (**"DPA"**) and as described in its Privacy Policies available at https://help.turnitin.com/Privacy_and_Security/Privacy_and_Security.htm or https://examsoft.com/privacy-policy (as may be amended and/or updated from time to time by Turnitin in its sole discretion).

12.2 Customer's Undertakings. Customer acknowledges and agrees that Personal Data and information may be transferred outside of the United States or any other jurisdiction where Customer, its third-party vendors, and users are located. Customer shall be solely responsible for providing all required notices, obtaining all consents, opt-ins, and authorizations, and providing and managing all opt-outs as may be required by all Applicable Data Protection Laws, for the collection, disclosure, transfer, storage and processing of Personal Data and/or Sensitive Personal Data by Turnitin according to Customer's instructions under this Agreement. When information or data is provided by Customer, Customer shall also have the sole responsibility for accuracy, quality, integrity, reliability, appropriateness, and copyright permission.

12.3 Security. Turnitin shall have in place—and shall comply with—documented written information security policies and procedures, periodically reviewed, covering the administrative, physical, and technical safeguards in place to protect against unauthorized access to or acquisition of Personal Data. Such policies and procedures will include encryption of data, where practicable, virus detection, and firewall utilization.

13. Suspension of Access.

In addition to any Service specific suspension rights set forth in the Service Terms, we may, in our sole discretion, also suspend your or any Authorized User's access to the Services (i) in order to prevent damage to, or degradation of, the Services; (ii) to comply with Applicable Laws, court order, or other governmental requests; (iii) to otherwise protect us from potential legal liability; (iv) if we believe that your or any Authorized User's use of the Services is causing immediate and ongoing financial, physical, or reputational harm to us or others (including our customers); or (v) to address a breach of any Turnitin Policy or the Agreement, including, but not limited to, failure to timely pay amounts due and payable for use of the Services. Subject to the foregoing, we shall use reasonable efforts to provide you with notice prior to or promptly following any suspension of the Services. We shall use commercially reasonable efforts to restore access to the Services as soon as it has determined that the event giving rise to suspension has been resolved unless we have elected to terminate the Agreement for breach. You agree that Turnitin will not be liable to you or to any third party for any suspension of any Service under such circumstances as described in this Section 13.

14. Return of ExamSoft Data.

Upon request by Customer within ninety (90) days of the termination of an Order Form for ExamSoft Services, Turnitin shall provide access to ExamSoft Services for the sole purpose of permitting Customer to download Authorized User Data, Test Data, and Proctoring Reports using ExamSoft's standard features and processes. After such 90-day period, Turnitin will have no obligation to maintain or provide Customer access to Authorized User Data or any other relevant data or reports and may thereafter, unless legally prohibited, delete all such data and reports in Turnitin's Systems or otherwise in Turnitin's possession or under its control. In the event of expiration or termination of an Order Form for ExamSoft Services, Turnitin shall not use Personal Data, Test Data, or Proctoring Reports related to those Services that have not been deleted, except as otherwise permitted by the Agreement.

15. Proprietary Rights; Ownership.

15.1 Turnitin Ownership. Subject to 15.2 (Customer/Student Ownership), Turnitin or its Affiliates, as the case may be owns (a) all rights in and to the Services, including the underlying software and technology (including all Intellectual Property Rights therein or thereto), all as may be updated, improved, modified or enhanced from time to time; (b) all trademarks, service marks, trade names and other statutory or common law intellectual property or other proprietary rights related to the Services; and (c) with the exception of Output (which is owned by Customer), all other reports and all materials created by the Services (including the format of any such reports but excluding the Personal Data of Customer or any Authorized User). With the exception of the limited license granted to Customer in Section 2 (Right to Use Services; License Grant), nothing contained in the Agreement shall be construed as granting Customer, any Authorized Users, or any other third party any right, title, or interest in or to Turnitin's or its Affiliates', as the case may be, Intellectual Property Rights whether expressly, by implication, estoppel, or otherwise. All rights in such items are expressly reserved to Turnitin or its Affiliates, as the case may be.

15.2 Customer/Student Ownership: As between the Parties and subject to Sections 5.2 (Customer License for Product Development); 5.3 (Aggregated, Anonymized, and/or De-Identified Data); and 15.3 (Feedback), (a) Customer owns the Authorized User Data, Test Data, and Proctoring Data and acts as the Controller for any Personal Data contained therein; and (b) Students own the Submissions.

15.3 Feedback. All right, title and interest in the Services and any other Turnitin materials furnished or made available hereunder, and all modifications and enhancements thereof, and all suggestions, ideas and feedback proposed by Customer regarding Turnitin, LLC, its Affiliates, or the Services, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, belong to and are retained solely by Turnitin, LLC, or its Affiliates, as the case may be. Customer hereby

does and will irrevocably assign to Turnitin all evaluations, ideas, feedback and suggestions made by Customer to Turnitin regarding the Services (collectively, "**Feedback**") and all Intellectual Property Rights in the Feedback.

16. FERPA.

To the extent Customer or Customer Content is subject to the Family Educational Rights and Privacy Act ("**FERPA**"), Customer designates Turnitin a "school official" within the meaning of FERPA 34 CFR Section 99.31. Turnitin will remain under the direction of Customer with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined in FERPA 34 CFR Section 99.3, and Turnitin may use personally identifiable information and education records only as set forth under the Agreement and in compliance with Applicable Law.

17. Insurance.

Turnitin will maintain the current applicable commercial general liability and cyber liability insurance limits as presented in any certificates of insurance (evidence of coverage only) ("**Turnitin COIs**") provided to you, and will ensure that such coverage extends to Turnitin, with the limits therein not materially decreasing during the Term. Upon your written request during the Term, we will provide you with the then-current Turnitin COIs.

18. Support.

We will provide reasonable email and phone support to you via your sole appointed primary account administrator during our normal support hours.

19. Term and Termination

19.1 Term.

19.1.1 Term for Non-Governmental Customers. With the exception of any customers who are governmental entities (which are governed by Section 19.1.2), the initial term of the Agreement ("**Initial Term**") commences on the start date specified in the Order Form and continues until terminated in accordance with this Section 19.1.1 or as otherwise set forth in the Agreement. If the Initial Term is not perpetual, the Agreement remains in effect for the duration set forth in the Order Form. Following the Initial Term, the Agreement automatically renews for successive one (1) year periods (each, a "**Renewal Term**", and collectively with the Initial Term, the "**Term**") unless either Party provides the other Party with written notice of termination at least ninety (90) days prior to the end of the then-current Term. Each Renewal Term shall incorporate and is subject to our then-current pricing. Your administrator will receive reminders regarding renewal requirements when logging into the Services before the Term expires.

19.1.2 Term for Governmental Customers. This section applies only to customers who are governmental customers or state institutions. For any governmental customers or state institutions, the Initial Term will be as specified in the Order Form; however, the automatic renewal of the Agreement for each Renewal Term is contingent upon the continued need and the availability of adequate appropriations from the relevant government authority. If any of these conditions are not met, the governmental customer or state institution may terminate the Agreement without penalty by providing written notice to us at least ninety (90) days prior to the end of the then-current Term. For clarity, termination is strictly tied to the appropriations from the state and not any budgetary changes made by the governmental customer or state institution. Each Renewal Term shall incorporate and is subject to our then-current pricing.

19.2 Termination.

19.2.1 Turnitin Immediate Right of Termination. Turnitin shall have the right to immediately terminate the Agreement or any Order Form(s) by giving written notice to Customer if Customer or any of its Authorized Users does or attempts to do any of the following: (a) decodes, decompiles, reverse engineers, merges, modifies, translates, attempts to defeat or disable the Services, or otherwise alters the Services in any form; (b) reproduces, duplicates or copies Services or creates derivative works based on Services, transfers, resells or grants any other rights of any kind for any copy of Services; (c) uses the Services for purposes of: (i) benchmarking or competitive analysis of the Services; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to Turnitin's detriment or commercial disadvantage; (iv) probes, scans, penetrates or tests the vulnerability of the Services or breaches the Services' security or authentication measures, whether actively or passively; (v) impersonates or misrepresents Turnitin, any Turnitin personnel, another user, or any other person or entity (including without limitation, by using email addresses associated with any of the foregoing); (vi) introduces any Malicious Code or other programs designed to interrupt, destroy, or limit the functionality of the Services; (vii) fails, within thirty (30) days, after receipt of written notice from Turnitin, to immediately discontinue the distribution or use of software or Services that infringe any copyright of Turnitin; or (viii) Uses the Services in any manner that breaches the terms of the Agreement or fails to follow

the operating instructions provided by Turnitin; or (ix) fails, within thirty (30) days, after receipt of written notice from Turnitin, to pay any fees due and payable pursuant to the Agreement; or (x) if Customer becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency, or for the appointment of a receiver or similar officer for it, or makes an assignment for the benefit of any creditors.

19.2.2 Mutual Termination for Material Breaches. If either Party is in material breach of the Agreement and fails to cure such breach within thirty (30) days after written notice thereof, the non-breaching Party may terminate the Agreement by subsequent written notice to the breaching Party. Notwithstanding the foregoing, if Turnitin is terminating the Agreement due to Customer's failure to pay any amounts due, Turnitin may terminate the Agreement if Customer has not cured the breach within (5) business days after receipt of notice of the breach from Turnitin.

19.2.3 Termination Due to Third Party Service Providers. In the event our ability to provide the Services is dependent upon a third-party provider of services, either used by you or us (in each case, "Third-Party Services"), and that third-party is unwilling or unable to provide the Third Party Services, we reserve the right to terminate that particular Service by written notification to you (which notification, notwithstanding 26.8 (Notice) may be delivered by telephone or electronic communication), or suspend the affected Service until such time as the third-party service provider becomes capable or willing to provide the Third-Party Services.

19.2.4 Rights and Obligations Upon Termination. Upon expiration or termination of the Agreement, subject to Section 19.2.5 (Use of ExamSoft Beyond Expiration) and Section 19.2.6 (Survival), Customer's and its Authorized Users' right to access and use the Services shall immediately terminate, Customer and its Authorized Users shall immediately cease all use of the Services, and each Party shall return or destroy and make no further use of the other Party's Confidential Information, materials, or other items (and all copies thereof).

19.2.5 No Refunds. Except as provided in Section 1.10 of the Service Terms, and Sections 12 (Privacy and Data Protection; Security) and 26.12 (Modifications to Turnitin Policies) herein, no Order Form from Customer may be canceled or terminated by Customer, and in no other termination event shall Customer be owed a refund of prepaid fees. For clarity, Customer may not cancel or terminate any fees owed under the Agreement or any Order Form for its convenience, whether payment terms require Customer to make a single payment in full or multiple payments during the Term.

19.2.6 Use of ExamSoft Beyond Expiration Date. In the event the Parties have not renewed the ExamSoft Services beyond the then-current Term, but Customer desires to continue to use the ExamSoft Services, Turnitin reserves the right to permit Customer to continue to access and use the ExamSoft services pursuant to Section 14; provided however, the fees applicable to Customer's usage for the ExamSoft Services shall automatically increase by 20% during any such post-expiration usage period.

19.2.7 Survival. Sections 5 (Turnitin Data Usage Rights); 7 (Reports and Source Database); 15 (Proprietary Rights; Ownership); 19.2.4 (Rights and Obligations upon Termination) through 19.2.7 (Survival); and 20 (Confidentiality) shall survive any expiration or termination of the Agreement, regardless of the reason for such termination, and shall continue in full force and effect thereafter.

20. Confidentiality.

20.1 Customer's Use of Turnitin's Confidential Information. Customer may (a) use Turnitin's Confidential Information only in connection with Customer's use of the Services as expressly permitted by the Agreement; and (b) use the Turnitin Content solely as expressly permitted under the Agreement.

20.2 Turnitin's Use of Customer's Confidential Information. To the extent Customer submits Confidential Information to the Service(s), Turnitin may use Customer's Confidential Information only as necessary to perform the Services in accordance with the Agreement and as otherwise expressly permitted by the Agreement.

20.3 Mutual Confidentiality Obligations. Each Party will take all reasonable measures to prevent the disclosure, dissemination, or unauthorized use of the other Party's Confidential Information, including, at a minimum, those measures they take to protect their own confidential information of a similar nature. The receiving Party's obligations under this Section shall not apply to information that: (a) is or becomes publicly available without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality; (c) is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information; or (d) is required to be disclosed by law, regulation, or court order, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement and reasonably cooperates with the disclosing Party's efforts to contest or limit the scope of the required disclosure. Each Party's obligations related to the other Party's Confidential Information (except for trade secrets) shall survive for five (5) years following the expiration or termination of the

Agreement. For any Confidential Information that constitutes a trade secret under Applicable Law, the receiving Party's confidentiality obligations shall survive for as long as such information remains a trade secret under Applicable Law.

21. Warranty and Disclaimer.

21.1 Warranty. Service Specific warranties (when and if applicable) are set forth in the Service Terms. In addition, during the Term, Turnitin warrants that (a) to the best of its knowledge, the Services (excluding any Customer Content and Third-Party Content) do not infringe the Intellectual Property Rights of any third party; and (b) it shall use reasonable efforts to provide the Services and support as set forth herein and as described on the Site and published Documentation. If the Services are found to be defective or not in compliance with the warranties set forth in this Section 21, Turnitin's sole obligation, and Customer's exclusive remedy, shall be for Turnitin to use commercially reasonable efforts to repair or replace (at Turnitin's option) the defective Services at no additional cost to Customer unless exclusive remedy is specified in Service Terms. Customer acknowledges that the Services are limited in scope by a finite database of material for comparison, a search process that might not have indexed the material used to create the submitted work, and non-access to certain proprietary databases of written work. Customer also acknowledges that reports indicate the possibility of textual matches only, and the actual determination of plagiarism is subject to Customer's professional judgment.

21.2 Warranty Disclaimer. EXCEPT AS SET FORTH IN SECTION 21.1 ABOVE, THE SERVICES (INCLUDING THE REPORTS) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TURNITIN SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, NON-INFRINGEMENT AND TITLE. NO WARRANTY IS MADE THAT THE SERVICES WILL BE TIMELY, SECURE OR ERROR-FREE. IN JURISDICTIONS NOT ALLOWING THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES, TURNITIN'S WARRANTY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

21.3 Risks Associated with Internet Use. THE SERVICES ARE ACCESSED AND USED OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT TURNITIN DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT VARIOUS RISKS ARE ASSOCIATED WITH ITS USE, INCLUDING BUT NOT LIMITED TO: (I) THE POTENTIAL FOR MALICIOUS CODE AND OTHER VIRUSES, WORMS, OR OTHER UNDESIRABLE DATA OR SOFTWARE; AND (II) THE POSSIBILITY OF UNAUTHORIZED USERS (E.G., HACKERS) ATTEMPTING TO OBTAIN ACCESS TO OR CAUSE DAMAGE TO CUSTOMER'S DATA, COMPUTERS, OR NETWORKS. TURNITIN SHALL NOT BE RESPONSIBLE FOR ANY SUCH ACTIVITIES OR CONSEQUENCES RESULTING FROM THE USE OF THE INTERNET IN CONNECTION WITH THE SERVICES.

22. Limitation of Liability.

22.1 WAIVER OF DAMAGES. EXCEPT FOR CLAIMS RELATING TO TURNITIN'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (THE "**EXCLUDED CLAIMS**"), NEITHER TURNITIN, ITS AFFILIATES, NOR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF TURNITIN HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

22.2 NO LIABILITY FOR CERTAIN CLAIMS. EXCEPT FOR (A) THE EXCLUDED CLAIMS; (B) OR IN CASE OF BREACH OF SECTION 20.2 (TURNITIN'S USE OF CUSTOMER'S CONFIDENTIAL INFORMATION) OR 20.3 (MUTUAL CONFIDENTIALITY OBLIGATIONS), OR (C) TURNITIN'S OBLIGATION TO INDEMNIFY CUSTOMER UNDER SECTION 23.2, AND REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, TO THE EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER AGREES THAT IN NO EVENT WILL TURNITIN OR ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS, BE LIABLE FOR: (I) ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE UPON ANY INFORMATION AND/OR OUTPUT OR OTHER REPORTS PROVIDED OR OTHERWISE ACCESSED IN CONNECTION WITH THE SERVICES; OR (II) FOR ANY LIABILITY ARISING FROM CUSTOMER'S DISCLOSURE OF ANY SUCH REPORTS OR OUTPUT TO ANY THIRD PARTY.

22.3 LIABILITY CAP. EXCEPT FOR (A) THE EXCLUDED CLAIMS; (B) IN CASE OF BREACH OF SECTION 20.2 (TURNITIN'S USE OF CUSTOMER'S CONFIDENTIAL INFORMATION) OR 20.3 (MUTUAL CONFIDENTIALITY OBLIGATIONS); OR (C) TURNITIN'S OBLIGATION TO INDEMNIFY CUSTOMER UNDER SECTION 23.2 (INDEMNIFICATION BY TURNITIN), AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, TURNITIN AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS' TOTAL CUMULATIVE LIABILITY ARISING UNDER OR RELATED TO THIS AGREEMENT AND THE SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE GREATER OF THE AMOUNTS PAID TO TURNITIN BY CUSTOMER UNDER THE AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, OR $25,000. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN THOSE JURISDICTIONS, TURNITIN'S LIABILITY UNDER THE AGREEMENT SHALL BE

LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW. THE LIMITATION OF LIABILITY AND LIABILITY CAP SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL THEIR ESSENTIAL PURPOSE.

22.4 Third-Party Products. In connection with the Services, Turnitin may make available to Authorized Users or Customer or may separately license certain third-party products (collectively, the **"Third-Party Products"**). Except as otherwise provided in the third-party licensor's license agreement, if any, accompanying the Third-Party Products, Customer shall have a limited, non-transferable (except to a successor entity), non-exclusive license to use the Third-Party Products solely in connection with the Services.

EXCEPT AS OTHERWISE PROVIDED IN THE THIRD-PARTY LICENSOR'S LICENSE AGREEMENT, IF ANY, ACCOMPANYING THE THIRD-PARTY PRODUCTS, THE THIRD-PARTY PRODUCTS ARE PROVIDED "AS-IS", WITHOUT WARRANTIES OF ANY KIND AND TURNITIN AND THE THIRD-PARTY LICENSOR DISCLAIM ALL WARRANTIES WITH RESPECT TO THE THIRD-PARTY PRODUCTS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL TURNITIN OR ANY THIRD-PARTY LICENSOR BE LIABLE TO INSTITUTION, INSTRUCTORS, STUDENTS, OR ANY THIRD-PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD-PARTY PRODUCTS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

23. Indemnification.

23.1 Indemnification by Customer. To the extent allowed by Applicable Law, Customer shall indemnify, defend, and hold harmless Turnitin, its Affiliates, officers, directors, employees, agents, and licensors (collectively, **"Turnitin Indemnified Parties"**) from any and all claims, losses, damages, liabilities, settlements, and expenses (including but not limited to reasonable attorneys' fees and all related costs) (collectively, **"Losses"**) incurred by Turnitin Indemnified Parties as a result of any claim, lawsuit, demand, cause of action, or proceeding brought by a third party relating to or arising from: (a) Customer's or any Authorized User's breach of its restrictions or obligations under the Agreement; or (b) Customer's decision not to follow Turnitin's strong recommendations set forth in Section 3 (Turnitin Feedback Studio/Similarity/Clarity/SimCheck Services) of the Service Terms available at www.turnitin.com/service-terms.

23.2 Indemnification by Turnitin. To the extent allowed by Applicable Law, Turnitin shall indemnify, defend, and hold harmless Customer and its affiliates, officers, directors, employees, agents, and licensors (collectively, **"Customer Indemnified Parties"**) from Losses incurred by Customer's Indemnified Parties as a result of any claim, lawsuit, demand, cause of action, or proceeding brought by a third party alleging that (i) Customer's licensed use of the Services, as permitted hereunder, infringes the U.S. patent or copyrights of that third party, or; (ii) Turnitin has violated any state or federal privacy law relating to information provided by Customer hereunder. Turnitin shall have no obligation to indemnify Customer under this Section to the extent the infringement claim arises from (i) any content or other intellectual property provided by Customer or any other third party, including third party content contained in the Source Database; (ii) Customer's failure to use the Services in accordance with the Agreement; or (iii) any matter for which Customer is obligated to indemnify Turnitin hereunder.

23.3 Indemnification Procedures. To qualify for the foregoing indemnity obligation, the Party seeking indemnity must: (i) give the indemnify Party prompt written notice of any Claim; and (ii) allow the indemnifying Party to control, and fully cooperate with the indemnifying Party in, the defense and all related negotiations.

23.4 Governing Law and Dispute Resolution. The Agreement is governed by Applicable Law in accordance with Section 27 (Contracting Party; Applicable Law), and unless otherwise set forth in an Order Form, the Parties consent to the exclusive personal jurisdiction of the applicable jurisdiction detailed in Section 27 (Contracting Party; Applicable Law).

24. Accessibility.

While the parties agree the standards are evolving under the law, Turnitin Services target compliance with Web Content Accessibility Guidelines 2.0 (with the exception of ExamSoft, which conforms with version 2.1), Level AA. Areas of non-conformance, and Voluntary Product Accessibility Templates, are available on the Turnitin website. If a Student user of the Services raises a complaint regarding the accessibility of the Services to accessibility@turnitin.com, Turnitin shall use commercially reasonable efforts to resolve such complaint at no additional cost to the Customer. If Turnitin is unable to provide a satisfactory resolution, Customer's sole remedy and Turnitin's sole liability shall be for Customer to terminate the Agreement with thirty (30) days' written notice to Turnitin. In such case, Customer shall receive a refund of prepaid fees, prorated to the date of termination.

24.1 Other Provisions. Except as provided herein, all amendments or modifications to the Agreement must be agreed by an authorized signatory of each Party. A Party's failure to insist upon or enforce strict performance of any provision of the

Agreement shall not be construed as a waiver of any provision or right.

24.2 Third-Party Beneficiaries. Except as set forth in Section 23 (Indemnification), the Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to the Agreement.

24.3 Changes to Services. Turnitin reserves the right, in its sole discretion, to make any changes to the features and functionalities of the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Services to its customers, (ii) the competitive strength of or market for Turnitin's services; (iii) the Services' cost efficiency or performance; (b) to comply with Applicable Laws; or (c) as otherwise determined by Turnitin as commercially necessary.

24.4 Equitable Relief. Each Party acknowledges that a breach by the other Party of any confidentiality or proprietary rights provision of the Agreement may cause the non-breaching Party irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the non-breaching Party may institute an action to enjoin the breaching Party from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and a Party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching Party may be entitled at law or in equity.

25. Representations and Warranties.

Each Party represents and warrants to the other Party that: (a) it has full power and authority to enter into and perform the Agreement, (b) the execution and delivery of the Agreement has been duly authorized, and (c) entering into the Agreement does not violate any Applicable Law.

26. Miscellaneous

26.1 Controlling Documents. Except as otherwise provided herein, in the event of any conflict between the terms of the Agreement and the terms of any subsequent agreement, including, without limitation, any Turnitin Policies, SOWs or other documents, the terms of the Agreement will control, unless the Parties expressly agree in any applicable Order Form or SOW that such Order Form or SOW should control.

26.2 Severability. If any provision of the Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the offending provision shall be modified by the minimum extent required to render the provision enforceable.

26.3 Waiver. The waiver from time to time by a Party of any of their rights or their failure to exercise any remedy will not operate or be construed as a continuing waiver of the same or of any other of such Party's rights or remedies provided in the Agreement.

26.4 Relationship of the Parties. The Parties are operating as independent contractors, and nothing in the Agreement will be construed as creating a partnership, franchise, joint venture, employer-employee, or agency relationship between the Parties. Neither Party will have the power to bind the other or to incur obligations on the other's behalf without such other Party's prior written consent.

26.5 Language. All communications and notices made or given pursuant to the Agreement must be in the English language. If we provide a translation of the English language version of the Agreement, the English language version of the Agreement will control if there is any conflict.

26.6 Assignment. Except as expressly provided in the Agreement, neither the Agreement nor any obligations under it may be assigned or delegated by either party without the prior written consent of the other party, except that Turnitin may assign the Agreement, in whole or in part, without consent to (a) any Affiliate or subsidiary of Turnitin; (b) an acquirer of all or substantially all of the assets or equity of Turnitin; or (c) a successor by merger. Any change of control of Customer is considered an assignment for the purposes of this Section.

26.7 Headings. Headings in the Agreement are provided for the convenience of the parties only and will have no substantive effect.

26.8 Notice. Any notice, authorization, designation, request or instruction under or in connection with the Agreement, to be effective, will be in writing and will be deemed duly given or served upon delivery, addressed, if to Turnitin, to contracts@turnitin.com; and if to Customer, to the email address as set forth in the applicable invoice. Either Party may notify the other in the foregoing manner of any other address to which such communications are to be addressed under the Agreement.

26.9 Force Majeure. Neither Party will be liable for any loss, damage, delay or failure of performance resulting directly or indirectly from any cause which is beyond its reasonable control, including but not limited to acts of God, riots, pandemics (but excluding COVID-19), civil disturbances, wars, states of belligerency or acts of the public enemy (a **"Force Majeure Event"**). If any Force Majeure Event occurs, the Party delayed or unable to perform will give immediate notice to the other Party, and, if the delay continues for more than thirty (30) days, the Party affected by the other's delay or inability to perform may elect to: (i) terminate the Agreement or the applicable Order Form, (ii) suspend the Agreement or the applicable Order Form for the duration of the Force Majeure Event, or (iii) resume performance of the Agreement or the applicable Order Form once the Force Majeure Event ceases with an option for the affected Party to extend the period of the Agreement or the applicable Order Form up to the length of time of the Force Majeure Event. As to any other delay, time is of the essence as to performance under the Agreement.

26.10 Publicity. Except as set forth below, neither Party will use the name of the other Party in any news release, public announcement, advertisement or other form of publicity without securing the prior written consent of the other. Notwithstanding the foregoing, Turnitin may use and reference Customer's name as a subscriber to the Services in connection with truthful advertising or promotion of the Services.

26.11 Remedies Cumulative. Except as limited under the Agreement, the rights and remedies afforded to each Party under the Agreement are in addition to any other rights or remedies, at law or in equity or otherwise.

26.12 Modifications to Turnitin Policies. Turnitin may modify any Turnitin Policies at any time by posting a revised version on the Site or by otherwise notifying you in accordance with Section 26.8 (Notice). The modified terms will become effective upon posting or, if you are notified pursuant to Section 26.8 (Notice), within thirty (30) days after your receipt of the notice. By continuing to use the Services or Turnitin Content after the effective date of any such modifications, you agree to be bound by the modified terms. It is your responsibility to check the Site regularly for modifications to the Turnitin Policies. In the event that you do not agree to the revised Turnitin Policies, you may terminate the Agreement by giving thirty (30) days written notice, and we will refund you the pro-rated amount of any prepaid annual subscription fees, calculated from the date of such termination. Continued use of the Services shall constitute your acceptance of revisions to the Turnitin Policies.

26.13 Complete Agreement. The Agreement and all exhibits therein (including any other terms incorporated by reference) contain the entire agreement of the parties and supersedes any and all prior agreements, understandings and communications between Turnitin and Customer with respect to the subject matter of the Agreement. Except as set forth in this Section 26.13 (Complete Agreement), no amendment, modification or supplement of any provision of the Agreement will be valid or effective unless made in writing and signed by a duly authorized officer of Turnitin and Customer.

26.14 Non-Exclusive Remedies. Except as set forth in Section 23.2 (Indemnification by Turnitin) and the exercise by either Party of any remedy under the Agreement will be without prejudice to its other remedies under the Agreement or otherwise.

26.15 Counterparts. The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of the Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of the Agreement.

26.16 Battle of Forms. Customers purchase, license, and use of Services shall be solely governed by the terms and conditions of the Agreement. Any terms or conditions introduced by Customer either directly, indirectly by way of reference or otherwise are hereby explicitly rejected and shall not apply. The Parties agree that any additional or differing terms or conditions in any other document or arrangement not forming part of the Agreement, including but not limited to any letter or terms of engagement or the like, purchase order, invoice, acknowledgment, delivery receipt, confirmation or other delivery or acceptance document issued by or on behalf of Customer shall be void, and of no force or effect to the extent such are in breach of or contradiction with the Agreement.

27. Contracting Party; Applicable Law.

The Turnitin Contracting Party and the Applicable Law jurisdiction hereunder are set forth opposite the applicable Account Country in the table below.

Turnitin Products

Account Country	Turnitin Contracting Party	Turnitin Contracting Party Address	Applicable Law / Applicable Jurisdiction

Indonesia	PT Turnitin Education Indonesia	Level 38 Tower A 88 Office Tower, Kota Kasablanka, Jl. Casablanca Raya Kav. 88 Kel, Menteng Dalam Jakarta Kec. Tebet Kota Adm. 12870 Indonesia	Indonesia
Japan	Turnitin Japan, LLC	Link Square Shinjuku 16F, 5 Chome 27-5 Sendagaya, Shibuya-ku Tokyo 151-0051 Japan	Japan / Singapore (SIAC)
All LATAM Countries	Turnitin Mexico S. de R.L. de C.V	Avenida Vasconcelos 755 Pte. ED Plaza Avanta, 3rd floor, interior A, Col. Del Valle, C.P. 66220, San Pedro Garza García, Nuevo León, 66220, Mexico	Mexico / Mexico City
India, Bangladesh, Nepal, Bhutan, Sri Lanka, Maldives	Turnitin India Pvt Ltd	Suite #1603, Floor 16, Max Towers, Sector - 16B Noida, Uttar Pradesh 201301 India	India / Delhi
Any other country that is not listed in the table above	Turnitin, LLC	2101 Webster St., Ste 1900 Oakland, CA 94612 USA	New York, NY

ExamSoft Products

Account Country	Turnitin Contracting Party	Turnitin Contracting Party Address	Applicable Law/Applicable Jurisdiction
UK	Liftupp Ltd	Liftupp Ltd. 6th floor, Wellbar Central 36 Gallowgate Newcastle Upon Tyne NE1 4TD United Kingdom	United Kingdom
India	Turnitin India Pvt Ltd	Suite #1603, Floor 16, Max Towers, Sector - 16B Noida, Uttar Pradesh 201301 India	India / Delhi
All other country that is not listed in the table above	Examsoft Worldwide LLC	2101 Webster St., Ste 1900 Oakland, CA 94612 USA	New York, NY

28. Definitions.

In addition to other terms defined elsewhere in the Agreement, the following terms, when capitalized, will have the following meanings:

"Account Country" is the country associated with Customer's Services account based on Customer's billing address on the Order Form, for purposes of the table in Section 27.

"Affiliate" means a legal entity that directly or indirectly owns, controls, is owned by or is under common ownership or control with a Party.

"Aggregated Data" or "Aggregated" means information that relates to a group or category of Data Subjects, from whom individual Data Subject identities have been removed, that is not linked or reasonably linkable to any Data Subject.

"Anonymized Data" or "Anonymized" means information that does not relate to an identified or identifiable natural person or Personal Data rendered anonymous in such a manner that the Data Subject is not or no longer identifiable.

"Applicable Laws" means all federal, state, local, international and foreign laws, rules, regulations, directives, orders and ordinances of the jurisdiction in the table listed in Section 27.

"Applicable Data Protection Laws" means all worldwide data protection and privacy laws and regulations applicable to the personal data in question, including, where applicable, (i) General Data Protection Regulation 2016/679 ("GDPR"); (ii) Directive 2002/58/EC; (iii) any applicable national implementations of (i) and (ii); (iii) in respect of the United Kingdom, any applicable national legislation that replaces or converts in domestic law the GDPR or any other law relating to data and privacy as a consequence of the United Kingdom leaving the European Union; and (iv) California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100-1798.199) ("CCPA"); in each case, as may be amended, superseded or replaced.

"Assessment Administration" means assessment administration, including but not limited to authoring, proctoring, scoring, and recording of assessments using the ExamSoft Services.

"Authorized User(s)" means any individual or entity to whom Customer has granted access and use of the Services, in accordance with the terms of this Agreement, this includes, but is not limited to, administrators, Instructors, Students, investigators, publishers, and researchers.

"Authorized User Data" means information that the Authorized User inputs into the Services, including without limitation, Personal Data, written text or materials, assessment questions, answers, and other assessment content.

"Authorized User Documentation" means the written instructions and specifications, user manuals, user guides, technical manuals, release notes, and online help files regarding use of the Services, and any other materials prepared in connection with any Service, correction, or enhancement, and shall include any updated versions as may be provided by ExamSoft from time to time (a) in the course of providing the Services; or (b) as part of any online tutorials or help files provided with the Services.

"Authorized User Portal" means a webpage(s) on the Site that Customer makes available to particular Authorized Users to access and use the Portal Services.

"Confidential Information" means all non-public information, data, or materials of a confidential or proprietary nature of a party including, without limitation, any trade secrets, functional and technical specifications, SOC 2 reports, HECVAT information, designs, drawings, analysis, research, processes, computer programs, algorithms, methods, "know how" and other technical information, sales and marketing research, materials, plans, and other business information, accounting and financial information, personnel records, information concerning the products, services and business of a party and any other information: (a) that the disclosing party marks as confidential or proprietary; or (b) that due to its character or nature, a reasonable person in a like position and under like circumstances would treat as confidential. Confidential Information does not include information that (a) is or becomes publicly available without breach of the Agreement by a Party; (b) was rightfully in a Party's possession without any confidentiality obligations prior to its disclosure by the other Party; (c) is received by a Party from a third party without breach of any obligation of confidentiality; or (d) is independently developed by a Party without reference to or use of the other Party's Confidential Information.

"Control" (including the term "controlled by") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

"Controller" means the Party, which alone or jointly with others, determines the purposes and means of processing of Personal Data.

"Customer Content" means any and all data, information, materials, and content provided or submitted by Customer, or on the Customer's behalf, to Turnitin in connection with the Services, including but not limited to Authorized User Data, Submissions, Output, and any other content related to the Customer's use of the Services.

"Data Subject" means any identified or identifiable natural person.

"De-Identified Data" or "De-Identified" means information that cannot reasonably be used to infer information about, or otherwise be linked to, a particular consumer provided that the business that possess the information: (a) takes reasonable measures to ensure that the information cannot be associated with a Data Subject; and (b) publicly commits to maintain and use the information in deidentified form and not to attempt to reidentify the information, except that the business may attempt to reidentify the information solely for the purpose of determining whether its deidentified processes satisfy the requirements of Applicable Data Protection Laws.

"Documentation" means the electronic documentation for technical and use requirements for any Service available through the Site.

"Effective Date" means the date identified as such in the applicable Order Form.

"End User License Agreement" or "EULA" means the agreement between Authorized Users and Turnitin or its Affiliates that outlines the terms and conditions of Authorized Users' access to and use of the software and associated Services.

"Force Majeure Event" has the meaning given to it in Section 26.9.

"Indirect Taxes" means applicable taxes and duties, including, without limitation, VAT, service tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax.

"Instructor" means any individual employed or otherwise engaged by Customer as a teacher, professor, lecturer, or in a similar educational capacity, who is authorized by Customer to access and use the Services in accordance with the terms and conditions set forth in the Agreement.

"Intellectual Property Rights" means all the intellectual property and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country or any political subdivision thereof, including, without limitation: (a) all trade names, trade dress, trademarks, service marks, logos, and other identifiers; (b) copyrights, moral rights (including rights of attribution and rights of integrity); (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, trade secrets, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice; (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof; and (e) all goodwill associated therewith and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

"Malicious Code" means viruses, worms, time bombs, Trojan horses, malware, spyware and other malicious code, files, scripts, agents or programs designed to: (a) damage, destroy or alter any software, hardware or data stored therein; (b) reveal, damage, destroy or alter any data; (c) disable any computer program automatically; or (d) permit unauthorized access to any software, hardware or data stored therein

"Order Form" means any written order or quote for Services, whether in physical or electronic form, that is executed by both Turnitin and Customer. Each Order Form is effective upon signing by both Parties and is subject to and governed by the terms and conditions of the Agreement, which are incorporated by reference.

"Output" means any data, results, or materials generated or produced by Customer as a direct and specific outcome of using the Services, excluding any data, intellectual property, or Confidential Information owned or controlled by Turnitin or its Affiliates, and any enhancements, modifications, or derivative works of the Services or Turnitin's Confidential Information. Output includes Proctoring Reports.

"Personal Data" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual and also includes any information that meets the definition of "personal data", "personal information", "personally identifiable information", "nonpublic personal information" or any similar term in Applicable Data Protection Legislation.

"Portal Services" means those Services provided to Authorized Users to enable such Authorized Users' access to and use of the Authorized User Portal.

"Processor" means the Party which processes Personal Data on behalf of the Controller.

"Proctoring Data" means all data, information, and materials collected, generated, or processed during the proctoring of assessments, including without limitation, audio, video, screen recordings, photographs, identity authentication information, and any other data related to the monitoring and evaluation of the integrity and authenticity of the assessment process.

"Proctoring Reports" means the records, summaries, analysis, or other reports generated by the proctoring or monitoring features of any Service, which provides information about a Student's conduct and performance during an assessment to evaluate whether any such assessments have flagged exam integrity and related issues.

"Product" means the products, services, and software applications that Turnitin provides to Customer and Authorized Users, as applicable.

"Sensitive Personal Data" includes, but is not limited to,Personal Data that reveals a person's social security number, driver's license, state identification card number, passport number; account login information, financial account, debit card, or credit card in combination with a security or access code or credentials for accessing the account; precise geolocation; racial or ethnic origin, religious or philosophical beliefs or union membership; contents of a consumers' mail, email, and/or text message unless to the intended recipient; genetic data; biometric information for the purpose of uniquely identifying an individual; health information; and/or information relating to an individual's sex life or sexual orientation.

"Service(s)" means each of the services made available by Turnitin or any of its Affiliates including those web services described in the Service Terms. Services do not include any Third-Party Content.

"Service Terms" means the specific rights and restrictions applicable to particular Services, which can be found at www.turnitin.com/service-terms. (and any successor or related locations designated by Turnitin). Turnitin reserves the right to update the Service Terms at its discretion from time to time.

"Site" means the Turnitin website and Authorized User Portals that Turnitin makes available to Customer, its administrators and Instructors, and Students from time to time to access and use certain Portal Services in accordance with the terms of the Agreement.

"Site Terms" means the terms of use of the Site located at https://www.turnitin.com/ (and any successor or related locations designated by Turnitin), as may be updated by Turnitin from time to time.

"Student" means any of Customer's examinees who (i) install any portion of the ExamSoft Services on personal computer equipment; or (ii) download at least one assessment; or (iii) utilize portions of the ExamSoft Services to take an assessment on equipment provided by Customer; or (iv) take an assessment manually using paper but whose test results are later processed by the ExamSoft Services for processing and analysis by Customer; or (v) any examinee whose performance is otherwise assessed using ExamSoft Services (e.g., with rubrics).

"Submissions" means any written works, documents, or other materials submitted by Authorized Users to the Services for the purpose of examining, detecting, and preventing academic misconduct, including, but not limited to plagiarism in accordance with the terms and conditions set forth in the Agreement.

"Support Services" means the ongoing support and maintenance services that are provided by Turnitin to Customer (including its Authorized Users) for the Services.

"Systems" means the hardware and software platforms, owned, or used by ExamSoft and/or its licensors, in the course of providing the Services.

"Term" has the meaning given to it in Section 19.1.

"Test Data" means information that ExamSoft collects from Students for the purpose of Assessment Administration, including, but not limited to makes and models of computers used by Students, device identification number, types and versions of software used by Students and Software performance related information, Student biometric video and audio recordings, and other assessment-related data.

"Third-Party Content" means any technology, software, data, information, documents, or other materials made available to Customer by any third party on the Site or in conjunction with the Services.

"Turnitin Content" means all data, information, materials, and content that Turnitin provides or makes available through the Services, including without limitation, the Source Database, algorithms, software, tools, templates, text, graphics, images, and any other intellectual property or proprietary information owned or licensed by Turnitin, but excluding Customer Content, Authorized User Data, Test Data, Output or Third-Party Content.

"Turnitin Policies" means all policies of Turnitin applicable to the Services, including its Privacy Policy, Turnitin Service Terms, and Acceptable Use Policy.

"Updates" means bug or error fixes, patches, modifications, enhancements, updates, upgrades, corrections, replacement and successor products, new versions, and new releases.

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KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of July, 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 #: 25424(a)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

Bringing transparency to the writing process Discover Turnitin Clarity →

DATA PROCESSING AGREEMENT

ACUERDO SOBRE EL TRATAMIENTO DE DATOS →

Recitals

Whereas:

- Controller has entered into an Agreement with Processor pursuant to which Processor performs certain services on Controller's behalf, which are described more fully below in Section 9;
- Processor's provision of the services and performance of its obligations under the Agreement require that Processor process Personal Data on behalf of Controller;
- the general provisions from this DPA apply for all processing of Personal Data in the performance of the Agreement, and in the event of a conflict between those terms, this DPA shall apply;

Definitions

"Agreement" shall mean either the Processor's Master Registration Agreement previously entered into by the Parties or an alternative agreement entered into by the Parties in relation to the provision of Processor's services to the Controller;

"Applicable Data Protection Law(s)" means all applicable data protection laws, rules, regulations, orders, ordinances, regulatory guidance, and industry self-regulations, including but not limited to GDPR, the UK GDPR, and the California Consumer Privacy Act.

"Controller" means an entity that, alone or jointly with others, determines the purposes for and means of Processing. "Controller" has the same meaning as "Business," as that term is defined under Applicable Data Protection Law.

"Data Subject" means an identified or identifiable natural person and has the same meaning as "Consumer," as that term is defined under Applicable Data Protection Law.

"De-Identified Data" means data that cannot reasonably be used to infer information about, or otherwise be linked to, a Data Subject or as that term is otherwise defined under Applicable Data Protection Law.

"GDPR" shall mean the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council);

"Personal Data" shall have the meaning defined in the GDPR or other Applicable Data Protection Laws and shall include "personal information", "personally identifiable information", "nonpublic personal information", and similar terms under Applicable Data Protection Laws;

"Process" or **"Processing"** means any operation or set of operations performed on Personal Data, whether or not by automated means, including, but not limited to, accessing, collecting, recording, organizing, structuring, using, storing, transferring, retaining, disclosing, selling, sharing, deleting, and destroying Personal Data.."Processor" means a natural or legal person that

processes Personal Data on a Controller's behalf. "Processor" has the same meaning as "Service Provider," as that term is defined under Applicable Data Protection Law.

"Security Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data Processed by Processor.

"UK Addendum" refers to the UK's International Data Transfer Addendum to the EU SCCs, available at https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf.

Any terms not otherwise defined herein, shall have the meaning specified in the Agreement and if not defined in the Agreement, shall have the meaning provided in Applicable Data Protection Laws.

The Parties agree as follows:

1. General

1.1 Customer is a Controller and Turnitin is a Processor with respect to the Processing of Personal Data to provide the Services contemplated under the Agreement. The Processor undertakes to Process Personal Data on behalf of the Controller for the business purposes described in Section 9 below, pursuant to the terms and conditions of this DPA and solely on the instructions of the Controller, unless otherwise required by applicable law. The Processor shall Process the Personal Data lawfully, with due care and in accordance with the Applicable Data Protection Laws.

1.2 Except as expressly permitted by Applicable Data Protection Law, Processor shall not retain, use, disclose, or otherwise Process Personal Data (i) for any purposes other than those specified in the Agreement and in this DPA; (ii) for any commercial purpose other than the specific business purposes specified in the Agreement and the DPA, including to provide services to a different business; and (iii) outside the direct business relationship between Controller and Processor, including to combine or update Personal Data with information received from or on behalf of another source or collected from Processor's own interactions with a Data Subject.

1.3 The Processor shall limit Personal Data collection, use, retention, and disclosure to activities reasonably necessary and proportionate to achieve the Processing set out in this DPA and the Agreement and not Process the Personal Data in a manner incompatible with those purposes.

1.4 Only employees who need access to Personal Data to contribute to the operation of the services will have such access to that Personal Data.

1.5 Subject to instructions received from the Controller, the Processor shall not retain Personal Data made available to it in the context of the Agreement any longer than is necessary (i) for the performance of the Agreement; or (ii) to comply with any of its statutory obligations.

1.6 The Processor shall only process the Personal Data on and in accordance with the instructions of the Controller. The Processor will not process the Personal Data for its own benefit, for the benefit of third parties (other than when the Institution has selected standard database repository settings), and/or for its own purposes or advertising purposes or other purposes, notwithstanding any of its obligations to the contrary under mandatory law. The Processor shall not "sell" or "share" Personal Data, as Applicable Data Protection Law defines those terms.

1.7 With respect to any De-Identified Data that Processor Processes under the Agreement: (i) take reasonable measures to ensure that such data cannot be associated with a Data Subject; (ii) Process such data only in a de-identified fashion; (iii) not attempt to re-identify such data; (iv) contractually obligate any recipients of such data to comply with this section; and (v) publicly commit to complying with this section, such as through a prominent disclosure in its privacy policy, on its website, or similar means.

1.8 The Processor shall reasonably cooperate with and assist Controller in complying with Applicable Data Protection Law including, but not limited to, assisting with data protection impact assessments and consultations with regulatory bodies.

1.9 The Processor is obligated to promptly inform the Controller regarding any changes in the performance of the Agreement affecting its obligations hereunder, so that the Controller can monitor its compliance.

2. Use of Third-Party Subprocessors

2.1 Only third-parties necessary in the provision of the Services may process Personal Data for the strictly limited purposes of providing the services to the Controller. The Controller provides Processor its general written consent to the use of third-party

sub-processors in the provision of the services.

2.2 In the event the Processor engages third-party sub-processors for the provision of the services, the Processor warrants it has a written agreement with the relevant third-party sub-processors which shall include any mandatory provisions required under Applicable Data Protection Laws.

2.3 The Processor is responsible for the acts and omissions of its sub-processors with respect to their processing of Personal Data under the Agreement.

3. Security

3.1 Processor shall have in place appropriate technical and organisational measures as required by Applicable Data Protect Laws with regard to data security, including appropriate data centre security measures. Such non-exhaustive measures are described in Annex A, Appendix 2.

3.2 On request, the Processor shall promptly provide to the Controller a copy of its written information security policy relating to the protection of Personal Data.

4. Obligation to report Security Breaches

4.1 In the event of a Security Breach, the Processor shall notify the Controller promptly after the Security Breach was first discovered. The Processor shall take all commercially reasonable measures to prevent or limit unauthorised and unlawful processing, without prejudice to any right the Controller might have to other measures.

4.2 In the event of a Security Breach, the Processor shall reasonably provide to the Controller all relevant and necessary information relating to the Security Breach to enable Controller to fulfill its legal obligations to respond to the Security Breach. The Processor warrants that the information provided will be complete and correct to the best of its knowledge.

4.3 At the Controller's request, the Processor shall reasonably cooperate in informing the competent authorities.

5. Audit

5.1 The Processor warrants that it undergoes periodic third-party penetration testing of its network (at least annually), and utilizes the resulting reports to make changes to its Services as it deems necessary.

5.2 The Processor shall submit to and comply with commercially reasonable audits by Controller during the Term. If it is established during such an audit that the Processor has failed to comply with the provisions of the Agreement and the DPA, the Processor shall take all commercially reasonable measures to remediate such failure.

6. Data Transfer

6.1 Data Transfers on the Amazon Web Services (AWS) Platform:

6.1.1 The AWS platform stores 100% of submitted content on a localized data centre in the EU (currently in Frankfurt, Germany). Randomized and encrypted sections of such submissions are processed in the USA for comparison purposes. It is not possible to re-compile submissions in the USA from the data that is processed in the USA.

6.2 Data Transfers on non-AWS Platforms:

6.2.2 Non-AWS services are provided exclusively from USA based data centres located in Sacramento and Santa Clara, California.

6.3 Regardless of whether a Service is based on the AWS platform or not, Personal Data will only be transmitted and stored in encrypted form, using proprietary and secure encryption technology on a SOC2 certified infrastructure.

6.4 The Processor warrants that any processing of Personal Data in connection with the performance of the Agreement performed by or for the Processor, including the third-parties engaged by it, will (when transferred outside the EEA) take place only within the USA. Processor will adhere to the EU Standard Contractual Clauses on data transfer incorporated at Annex A.

7. Investigation Requests

7.1 If the Processor receives a request or order from a supervisory authority, government agency or investigation, prosecution or national security agency to provide (access to) Personal Data, the Processor shall immediately notify the Controller. When

handling the request or order, the Processor shall observe all of the Controller's lawful instructions (including the instruction to leave the handling of the request or order in full or in part to the Controller) and provide appropriate cooperation.

8. Informing Data Subjects

8.1 The Processor shall cooperate appropriately so that the Controller can comply with its legal obligations in the event that a Data Subject exercises its rights under GDPR concerning the processing of Personal Data.

8.2 If a Data Subject, in relation to the execution of its applicable rights, contacts the Processor directly, the Processor shall not substantively respond unless expressly instructed otherwise by the Controller, but shall promptly report this to the Controller, with a request for further instructions.

8.3 If, in the context of the Agreement, the Processor offers the Service directly to end users whose Personal Data are processed, the Processor is required to inform the end user about the following in an easily accessible and permanently available manner:

- the name and address of the Processor;
- the purposes for which the Processor processes the Personal Data;
- the Personal Data categories processed by the Processor;
- the countries to which the Personal Data are transferred;
- the right to access, correct and delete the Personal Data.

The Processor shall notify the Controller where this information is published.

9. Article 28(3) GDPR Compliance

9.1 The following applies to the processing by the Processor:

Subject matter of the processing:	Processing of submissions (student or academic papers, examination answers or proposed published texts) and their associated personal data pursuant to the purpose described below.
Duration of the processing:	Processing of submissions (student or academic papers, examination answers or proposed published texts) and their associated personal data pursuant to the purpose described below.
Nature of the processing:	Textual comparison services, storage, use, database compilation, grading.
Purpose of the processing:	To allow the Processor's customers (academic institutions / publishers) to detect potential plagiarism in the academic / publishing sectors, and to allow the streamlining of grading.
Type of personal data:	Generally names, email addresses, student IDs, submission content, examination answers.
Categories of Data Subjects:	Students, account administrators, instructors, authors.
Obligations of the Controller:	The Data Controller is obliged to comply with its general obligations under the GDPR, in particular to process the personal data it collects in accordance with Articles 5 and 6, and to comply with Articles 13, 14, 24, 30 and 32, and to comply with any actionable rights of the data subject.
Rights of the Controller:	The Controller may exercise its rights against the Data Processor under the GDPR, in particular under Articles 28 and 32.

9.2 The Processor confirms that it:

(a) processes the Personal Data only on documented instructions from the Controller, including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by Union or Member State law to

which the Processor is subject; in such a case, the Processor shall inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

(b) ensures that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(c) takes all measures required pursuant to Article 32 GDPR;

(d) respects the conditions in paragraphs 2 and 4 of Art.28 GDPR with regard to engaging other processors;

(e) taking into account the nature of the processing, assists the Controller by utilising appropriate technical and organisational data protection measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;

(f) assists the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 taking into account the nature of processing and the information available to the processor;

(g) at the choice of the Controller, deletes or returns all the Personal Data to the Controller after the end of the provision of services relating to processing, and deletes existing copies unless Union or Member State law requires storage of the Personal Data; and

(h) makes available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller.

9.3 Where the Processor engages another processor for carrying out specific processing activities on behalf of the Controller, the same data protection obligations as set out in the contract or other legal act between the controller and the processor as referred to in paragraph 3 of Art.28 GDPR shall be imposed on that other processor by way of a contract, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other processor fails to fulfil its data protection obligations, the Processor shall remain fully liable to the Controller for the performance of that other processor's obligations.

10. Changes

10.1 If either Party makes a material change to the Personal Data to be processed or to the processing, the parties shall consult on amending the arrangements made in this DPA.

10.2 Such changes can never have the effect that the Parties cannot comply with applicable laws and regulations relating to Personal Data.

11. Term and Termination

11.1 The term of the DPA is equal to the term of the Agreement or the duration of processing, whichever is longer. The DPA cannot be terminated separately from the Agreement.

11.2 In the event of written request from the Controller during the Term or upon termination of the Agreement, the Processor shall delete and destroy Personal Data and certify such destruction in writing.

12. Governing Law and Dispute Resolution

12.1 Performance of this DPA shall be governed by the laws of

12.2 Any dispute between the Parties which cannot be amicably settled without recourse to the courts in connection with the DPA shall be submitted to the competent court in

ANNEX A

STANDARD CONTRACTUAL CLAUSES

SECTION I

Clause 1

Purpose and scope

(a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)1 for the transfer of personal data to a third country.

(b) The Parties:

(i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter "entity/ies") transferring the personal data, as listed in Annex I.A. (hereinafter each "data exporter"), and

(ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A. (hereinafter each "data importer")

have agreed to these standard contractual clauses (hereinafter: "Clauses").

(c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

(d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

(a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46 (2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

(b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

(a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

(i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;

(ii) Clause 8 - Module One: Clause 8.5 (e) and Clause 8.9(b); Module Two: Clause 8.1(b), 8.9(a), (c), (d) and (e); Module Three: Clause 8.1(a), (c) and (d) and Clause 8.9(a), (c), (d), (e), (f) and (g); Module Four: Clause 8.1 (b) and Clause 8.3(b);

(iii) Clause 9 - Module Two: Clause 9(a), (c), (d) and (e); Module Three: Clause 9(a), (c), (d) and (e);

(iv) Clause 12 - Module One: Clause 12(a) and (d); Modules Two and Three: Clause 12(a), (d) and (f);

(v) Clause 13;

(vi) Clause 15.1(c), (d) and (e);

(vii) Clause 16(e);

(viii) Clause 18 - Modules One, Two and Three: Clause 18(a) and (b); Module Four: Clause 18.

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

(a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

(b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

(c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 - Optional

Docking clause

(a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.

(b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.

(c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Instructions

(a) The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.

(b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the

reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

(a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter "personal data breach"). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

(b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

(d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter "sensitive data"), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union2 (in the same country as the data importer or in another third country, hereinafter "onward transfer") if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

(i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;

(ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;

(iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or

(iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 Documentation and compliance

(a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.

(b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.

(c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non- compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.

(d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.

The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9

Use of sub-processors

(a) The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub- processors at least thirty (30) days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

(b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects.3 The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.

(c) The data importer shall provide, at the data exporter's request, a copy of such a sub- processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.

(d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub- processor to fulfil its obligations under that contract.

(e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby - in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent - the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10

Data subject rights

(a) The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.

(b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.

(c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11

Redress

(a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

(b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.

(c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:

(i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;

(ii) refer the dispute to the competent courts within the meaning of Clause 18.

(d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.

(e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.

(f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

(a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

(b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.

(c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.

(d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.

(e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

(f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its / their responsibility for the damage.

(g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

Clause 13

Supervision

(a) The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfershall act as competent supervisory authority.

(b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

(a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

(b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

(i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;

(ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards4; any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

(iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

(c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

(d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

(e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

(f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation if appropriate in consultation with the controller. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the controller or the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

15.1 Notification

(a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:

(i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or

becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance (ii) with the laws of the country of destination; such notification shall include all information available to the importer.

(b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

(c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

(d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

(e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

(a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

(b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.

(c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

(a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

(b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

(c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:

(i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;

(ii) the data importer is in substantial or persistent breach of these Clauses; or

(iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

(d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

(e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights.

Clause 18

Choice of forum and jurisdiction

(a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.

(b) The Parties agree that those shall be the courts of the EU member state in which the data exporter is established.

(c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.

(d) The Parties agree to submit themselves to the jurisdiction of such courts.

APPENDIX

ANNEX I

A. LIST OF PARTIES

Data exporter(s):

Role: Controller

Data importers (Turnitin group companies) that accede to these Standard Contractual Clauses in accordance with Clause 7:

Name (Primary Processor)	**Address**	**Activities**
Turnitin LLC	2101 Webster Street, Suite 1800, Oakland 94612 CA USA	Processing of data in the USA (Customer Support, Engineering
Name (group companies)	**Address**	**Activities**
Turnitin UK Ltd	6th Floor, Wellbar Central, 36 Gallowgate, Newcastle upon Tyne, NE1 4TD UK	Processing of data in the UK (Customer Support, Engineering)
Turnitin India Pvt. Ltd.	Suite #1603, Floor 16, Max Towers, Sector - 16B Noida, Uttar Pradesh 201301 India	Processing of data in India (Customer Support)
Turnitin Netherlands B.V.	Stadsplateau 7 3521 AZ Utrecht, Netherlands	Processing of data in the Netherlands (Customer Support)
UKU Group Ltd.	SP Hall 28-A Stepana Bandery Avenue Office 302 Kyiv, Ukraine 04073	Processing of data in Ukraine (Engineering)
ExamSoft Worldwide LLC	5001 LBJ Freeway, Suite 700, Dallas, TX 75244 USA	Processing of data in the USA (Customer Support, Engineering)

Contact person's name, position and contact details: Giles Kerrush, Data Protection Officer - 6th Floor, Wellbar Central, 36 Gallowgate, Newcastle upon Tyne, NE1 4TD UK DPO@turnitin.com

B. DESCRIPTION OF TRANSFER

- *Categories of data subjects whose personal data is transferred:*
  Students, authors, employees of academic institutions including instructors and administrators.
- *Categories of personal data transferred:*
  Names, email addresses, academic ID numbers (if provided by the data exporter), academic submission content and associated online identifiers.
- *Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for*

staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:
It is possible that sensitive personal data could be processed if a student submits work relating to their own sensitive personal data, but the likelihood is very remote.

- *The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis):*
Dependent on the use of the services by the data exporter and the frequency of their submissions, which is their choice. Generally continuous due to regular submissions during the academic year.

- *Nature of the processing:*
Collection, storage, retrieval, use (in the context of text matching functions), service and product improvement.

- *Purpose(s) of the data transfer and further processing:*
The provision of academic integrity and/or assessment software.

- *The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:*Storage of the content of submissions is indefinite unless instructed otherwise by the data exporter. The data controller may at any time during or after the service period instruct the data importer(s) to delete such submissions and data.

- *For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:*
Submission content is processed by sub-processors for textual comparison purposes.

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority/ies in accordance with Clause 13 shall be the competent supervisory authority in the Member State where the data exporter is established. If the data exporter is not established in the Union, the competent supervisory authority shall be the data protection authority of the Netherlands.

ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

1. Measures of pseudonymisation and encryption of personal data:

- All data is encrypted in flight using up-to-date HTTPS when traversing public networks;
- Encryption utilises a proprietary, one-way hash method providing pseudonymisation. Decryption keys are isolated from the encryption system.
- Encryption applies to Personal Data that is written into databases that reside in encrypted filesystems (AES-256 cipher), which are backed up continuously (files replicated in N+3 redundancy), the back-ups of which are encrypted in a separate server farm;
- Storage devices are encrypted in accordance with the US Federal Information Processing Standards (FIPS) Publication 140-2

2. Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services:

- AICPA's SOC2 certification applies to Turnitin's infrastructure. SOC 2 defines criteria for managing customer data based on five 'trust service principles': security, availability, processing integrity, confidentiality and privacy. Periodic third-party penetration testing is carried out;
- AWS Cloud Security applies to any services hosted on AWS. AWS supports more security standards and compliance certifications than any other offering, including HIPAA, FedRAMP, GDPR, FIPS 140-2, and NIST 800-171, helping Turnitin satisfy compliance requirements for its customers globally;
- SSL network security applies to all relevant domains used in the solution. Other features include intrusion detection systems, file integrity monitors; security event monitoring and sophisticated firewalls;
- Turnitin continuously monitors the US National Vulnerability Database and patches as necessary.

3. Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident:

- Databases are backed up continuously. Submissions are replicated five times: 4 on active storage and 1 copy on a back-up server.

4. Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing:

- Periodic third-party penetration testing;
- Programmatic analysis of software code for open-source and proprietary vulnerabilities;
- Policies and processes that enforce segregation of duties and peer-reviews to govern production stability and security;
- Annual or semi-annual incident-response tabletop drills and disaster recovery drills;
- Continuous vulnerability monitoring by multiple third-party tools;
- Host intrusion-detection systems;
- Security, privacy, and availability processes audited by AICPA;
- Periodic internal red-team exercises;
- Weekly vulnerability-scans;
- Monthly company-wide meetings dedicated to information security processes and practices;
- Centralized logging SIEM infrastructure;
- Security response team staffed and responding at all times with tiered-response procedures and programmatic escalation and alerting infrastructure;
- Cloud security posture monitoring;
- Continuous risk aggregation and reporting systems;
- Vendor auditing and supply-chain monitoring for third-party processor security.

5. Measures for user identification and authorisation:

- Employee identity is controlled by a central team, members of which prescribe role identity to an Active Directory system;
- The employee Active Directory system acts as the programmatic source of truth, and federates various levels of authority to security providers that govern systems at varying levels of diligence dependent on the risk those systems pose if identity or credentials were compromised. These systems employ MFA and other sophisticated challenge techniques depending on risk;
- Customer identity is managed by server single-sign on partners as well as our own proprietary identity management framework.

6. Measures for the protection of data during transmission:

- All data is encrypted in transit using the technical measures described in section 1 herein.

7. Measures for the protection of data during storage:

- All data is encrypted at rest using the technical measures described in section 1 herein;
- Any student submissions stored on the AWS platform in the EU will be exclusively stored in the EU.

8. Measures for ensuring physical security of locations at which personal data are processed:

- Access to data centers is limited to staff and approved contractors who need access to perform their duties on Turnitin's behalf to benefit the Controller. Turnitin's private corporate network provides secure, encrypted, and redundant connectivity between Turnitin's offices and its data centers;

- Access to devices that contain Personal Data is restricted to specific, security-trained personnel who may only access these systems in the course of their employment. Access and privilege escalation is monitored and logged for 2 years. Remote access is only possible using cryptographic SSH keys, physical access is restricted to authorized employees via badge access - all server racks have locked cage doors with codes that are only known to Turnitin employees.
- Employee device encryption and central management.

9. Measures for ensuring events logging:

- Centralized logging infrastructure consolidates all relevant events for human and programmatic consumption and processing.

10. Measures for ensuring system configuration, including default configuration:

- Configuration management is deployed on all traditional host-based systems to idempotently define configuration standards.
- System deployment templates are used for all VM and physical infrastructure.
- Container images are designed and stored locally for consistent microservice configuration.

11. Measures for internal IT and IT security governance and management:

- Turnitin's on-call technology team provides 24/7 coverage by monitoring and alerting on any issues or problems with servers, operating systems, network devices (switches/routers) backup systems and server-side performance. Turnitin will notify its customers immediately of any changes to its environment that could adversely impact security.
- Internal governance assessments that measure the likelihood/impact of risk events that may occur within the environment;
- Annual training to measure employees' security readiness concerning protection of information assets, minimization of phishing attempts, and regulatory requirements for sharing personal data. Results from the training are assessed and action plans are developed to address gaps in training;
- Measuring the effectiveness of IT Disaster Recovery with the creation of issue categorization and response timeframes for events that occur based on level of risk severity.

12. Measures for certification/assurance of processes and products:

- Turnitin is SOC2 certified by a third-party auditor, AICPA;
- Qualys ™ grades of 'A' apply to all relevant domains;
- Turnitin's infrastructure is compliant with the 'SANS Top 20' security controls as published by the Center for Internet Security Critical Security Controls for Effective Cyber Defense.

13. Measures for ensuring data minimisation:

- Turnitin only processes the data provided by the Controller, which is generally the minimum required to achieve the processing aims.

14. Measures for ensuring data quality:

- Turnitin only processes the data provided by the Controller. Data rectification is always available via Customer Support.

15. Measures for ensuring limited data retention:

- The default retention period is indefinite due to the nature of the services; however data will be deleted upon the instruction of the Controller.

16. Measures for ensuring accountability:

- Turnitin has appointed a Data Protection Officer who can be contacted at DPO@turnitin.com and has appointed a Chief Information Security Officer to assist the Data Protection Officer with their role and to continuously monitor Turnitin's data security practices;

- Turnitin has implemented policies on GDPR breach notifications, data retention and data subject access requests;
- Turnitin has instigated an ongoing programme of GDPR awareness training within its organisation and receives Executive level support for data protection initiatives.

17. Measures for allowing data portability and ensuring erasure:

- All data requiring portability is supplied in commonly used, readable formats via email;
- Erasure is managed by the Customer Support and Engineering teams who have over 3 years of experience in GDPR erasure requests/actions;
- Equipment removed for off-site maintenance is sanitized of any personal data in accordance with NIST SP 800-88 Revision 1. Turnitin sanitizes or destroys media containing Personal Data in accordance with NIST SP 800-88 Revision 1 before disposal or re-use.

18. Sub-Processors

- For details of the technical and organisational measures that sub-processors utilize, refer to Annex III.

19. Additional Safeguards further to Schrems II applicable to transfers to the USA

19.1 Turnitin has assessed the impact of the Foreign Intelligence Surveillance Act S.702, **"FISA 702"**; Executive Order 12333, **"EO12333"**; the Clarifying Lawful Overseas Use of Data Act, **"CLOUD Act"**, and the **"PRISM"** and **"UPSTREAM"** programs on transfers of Personal Data to Turnitin in the United States. As noted below, Turnitin has determined that given the safeguards provided under the Standard Contractual Clauses and this Appendix 2, Personal Data transferred to Turnitin pursuant to the Standard Contractual Clauses is afforded an adequate level of protection under EU data protection law.

19.1A On 7 October 2022, the US passed into law an Executive Order on Enhancing Safeguards for United States Intelligence Activities, intended to address the concerns in the case of Schrems II. In particular, the Executive Order:

- provides that US intelligence activities shall be 'necessary' and 'proportionate' to a 'validated intelligence priority';
- defines the steps to be taken for the handling of personal data collected through signals intelligence;
- establishes a mechanism for non-US data subjects to seek review of intelligence activities; and
- creates a 'Data Protection Review Court' to review qualifying complaints.

19.2 **FISA 702** sets forth processes and conditions for U.S. intelligence agencies to lawfully collect from **electronic communication service providers** information relating to non-U.S. persons who are reasonably believed to be outside the United States. Turnitin is **not** an 'electronic communications service provider' as per 50 U.S.C. § 1881. At the time of the 2013 Edward Snowden leaks regarding the scope of FISA 702 surveillance, fewer than 10 companies were reported as receiving FISA 702 directives; all of those companies provided electronic communications services aimed at facilitating the exchange of communications between users of the services. Turnitin has no such communications functionality and has not received a request to provide information pursuant to FISA 702. If Turnitin receives a directive pursuant to FISA 702, it shall resist and, as permitted by law, inform its data exporters in accordance with the Standard Contractual Clauses.

19.3 **EO12333** authorizes and governs surveillance activities by U.S. intelligence agencies. EO12333 provides no mechanism or process for the U.S. government to compel entities to assist the government in surveillance activities, therefore Turnitin is not legally required to cooperate with U.S. intelligence agencies seeking to conduct foreign intelligence surveillance pursuant to EO12333. Turnitin shall resist any requests issued pursuant to EO12333. Furthermore, EO12333 cannot compel data importers to provide decryption keys which would allow the US Government to decrypt Turnitin's encrypted data as set out in section 1 herein, and such decryption keys shall not be provided by Turnitin. EO12333 works by exploiting vulnerabilities in telecommunications infrastructure over which Turnitin data is not passed. Restrictions were placed upon the use of EO12333 in 2014 by Presidential Policy Directive 28 (PPD28).

19.4 **The CLOUD Act** establishes a framework via which U.S. law enforcement may obtain from U.S.-based cloud providers information stored outside the United States provided that the information is relevant to an ongoing criminal investigation. And to obtain contents of communications that have been stored for 180 days or less, U.S. law enforcement must obtain from a judge a warrant supported by probable cause. The CLOUD Act does not authorize bulk collection of information, and the Court of Justice of the European Union has never raised concerns regarding the U.S. regime for criminal investigations.

19.5 **PRISM** and **UPSTREAM**: both these programs operate under FISA 702, which we consider to be non-applicable in terms of potential access to Turnitin data.

19.6 Turnitin undertakes to adopt appropriate measures to protect the personal data received under the Standard Contractual Clauses from the data exporter ("**SCC Personal Data**") in accordance with the requirements of EU data protection law, including by implementing appropriate technical and organizational safeguards, such as encryption or similar technologies described in sections 2 and 3 herein to protect personal data against any interference that goes beyond what is necessary in a democratic society to safeguard national security, defence and public security.

19.7 In the event that Turnitin receives from a U.S. government authority a legally binding request for access to the SCC Personal Data, such as a court order, Turnitin will promptly notify the data exporter of such request to enable the data exporter to intervene and seek relief from such disclosure, unless Turnitin is otherwise prohibited from providing such notice, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation. If Turnitin is so prohibited:

- It will use its reasonable best efforts to obtain the right to waive this prohibition in order to communicate as much information as it can and as soon as possible, and be able to demonstrate that it did so.
- In the event that, despite having used its reasonable best efforts, Turnitin is not permitted to notify the data exporter, it will make available on an annual basis general information on the requests it received to the data exporter and/or the competent supervisory authority of the data exporter.
- It will work with the data exporter to oppose any such request for access.

19.8 In the event of a legally binding request such as a court order, for access to the SCC Personal Data by a public authority, Turnitin will:

- not make any disclosures of the SCC Personal Data to any public authority that are determined to be massive, disproportionate and indiscriminate in a manner that it would go beyond what is necessary in a democratic society; and
- upon request from the data exporter, provide general information on the requests from public authorities it received in the preceding 12-month period relating to SCC Personal Data.

ANNEX III – LIST OF SUB-PROCESSORS

The controller has authorised the use of the following sub-processors: **(Note: these are not applicable to the Gradescope service, where no sub-processors are used)**

Microsoft BING

Contact: Microsoft Privacy, Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052, USA. Telephone: +1 (425) 882 8080

Processing description: The Microsoft BING functionality is a web-crawler that compares submission content against internet-based resources.

Technical & Organisational Measures:

- Turnitin and Microsoft are party to a data processing agreement compliant with Art.28 GDPR available at: https://aka.ms/DPA; Turnitin and Microsoft are party to the Standard Contractual Clauses incorporated therein;
- Microsoft is SOC1, SOC2 and SOC3 compliant, and is ISO/IEC 22301, 27001, 27017, 27018, 27701 and 9001 certified;
- Microsoft complies with applicable data protection laws, including applicable security breach notification laws;
- For further information see https://privacy.microsoft.com/en-gb/privacystatement

SDL Limited (part of the RWS group)

Contact: SDL Limited, New Globe House, Vanwall Business Park, Vanwall Road,

Maidenhead SL6 4UB, United Kingdom. Attention: Data Privacy Officer Tel: +44 (0) 1628 760610 Email: privacy@sdl.com;

Processing description: Machine translation for multi-lingual submission comparison (if this feature is present in the services provided).

Technical & Organisational Measures:

- Turnitin and SDL are party to a data processing agreement compliant with Art.28 GDPR; and Turnitin and SDL are party to the Standard Contractual Clauses;
- SDL is SOC2 and SOC3 compliant, and is ISO/IEC 27001 certified;
- For further information see https://www.rws.com/legal/security/

1. Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295 of 21.11.2018, p. 39), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision [...].

2. The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party

3. This requirement may be satisfied by the sub-processor acceding to these Clauses under the appropriate Module, in accordance with Clause 7.

4. As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.

ACUERDO SOBRE EL TRATAMIENTO DE DATOS

Acuerdo sobre el tratamiento de datos ("DPA")

Considerandos

Considerando que:

- el Responsable del tratamiento ha participado en un Acuerdo con el Encargado del tratamiento en virtud del cual el Encargado del tratamiento presta determinados servicios en nombre del Responsable del tratamiento, que se describen con más detalle en la sección 9;
- la prestación de los servicios por parte del Encargado del tratamiento y el cumplimiento de sus obligaciones en virtud del Acuerdo requieren que el Encargado del tratamiento procese Datos personales en nombre del Responsable del tratamiento;
- las disposiciones generales de este DPA se aplican a todo el tratamiento de Datos personales en la ejecución del Acuerdo y, en caso de conflicto entre dichos términos, se aplicará este DPA.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of July, 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 #: 25-424 (b)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

Bringing transparency to the writing process Discover Turnitin Clarity →

TURNITIN SERVICE TERMS

TÉRMINOS DE SERVICIO DE TURNITIN →

Last Updated: April 15, 2025

These Service Terms (**"Service Terms"**) govern your use of the applicable Services. All capitalized terms used but not defined in these Service Terms have the meanings ascribed to them in the Turnitin Master Registration Agreement, available at www.turnitin.com/mra or such other applicable agreement between you and us governing your use of the Services (the **"Agreement"**). For purposes of these Service Terms, **"you"** and **"your"** refers to Customers and Authorized Users of the Services, as applicable, and **"Your Content"** includes any **"Customer Content."** As between these Service Terms and the Master Registration Agreement, the terms of the Master Registration Agreement will take precedence except for the service-specific terms provided in Section 3 (Turnitin Specific Service Terms) and Section 4 (ExamSoft Specific Service Terms) and any SLAs attached as exhibits hereto.

1. Universal Service Terms (Applicable to All Services).

1.1 Software Transfer Restrictions. You agree not to transfer any software (including related Documentation) obtained from us or a third-party licensor in connection with the Services outside of the Services, unless you have received prior express written authorization from us to do so. Any unauthorized transfer of software may result in termination of your access to the Services.

1.2 Compliance with Documentation. You agree to comply with all current Documentation applicable to the Services, including applicable user, administrator, and developer guidance posted on the Site, available at https://www.turnitin.com/ and https://examsoft.com/product-specifications and any successor or related locations designated by us), or as otherwise made available to you in hard copy or digital format by Turnitin for your use of the Services. It is your responsibility to periodically review the Site for any changes or updates to the Documentation.

1.3 Cooperation. You will provide information or other materials related to Your Content as reasonably requested by us to verify your compliance with the Agreement. You agree to cooperate with us to identify the source of any issues with the Services that we reasonably believe may be attributable to your Content or any Authorized User materials under your control.

1.4 Prohibited Content. In connection with your use of the Services, you are responsible for maintaining valid licenses and adhering to the license terms of any software you use. If we reasonably believe that any of your Content violates the law, infringes or misappropriates the rights of any third party, or otherwise violates a material term of the Agreement (including these Service Terms or the Acceptable Use Policy, available at www.turnitin.com/acceptable-use-policy (**"Prohibited Content"**), we will notify you of the Prohibited Content and may request that you remove such content from the Services or disable access to it. If you do not remove or disable access to the Prohibited Content within two business days of our notice, then we may remove or disable access to the Prohibited Content or suspend the Services to the extent we are unable to remove or disable access to the Prohibited Content. Notwithstanding the foregoing, we may remove or disable access to any Prohibited Content without prior notice in connection with illegal content, content that may disrupt or threaten the Services, or to comply with Applicable Law or any judicial, regulatory, or other governmental order or request. If we remove Your Content without prior notice, then we will use commercially reasonable efforts to provide prompt notice to you of the removal unless prohibited by Applicable Law. Repeated violations of this Section 1.4 (Prohibited Content) may result in termination of your access to the Services and your account, in our sole discretion.

1.5 Accuracy of Information. You are solely responsible for ensuring the accuracy, truthfulness, and completeness of all information that you provide to us via the Site, including but not limited to information provided during registration for the Services, as well as any Student Personal Data that you provide to us in connection with your use of the Services.

1.6 Maintenance. From time to time, we may apply Updates or other maintenance to the Services and Turnitin Content ("**Maintenance**"). We will use commercially reasonable efforts to provide you with advance notice of any scheduled Maintenance that may affect your access to the Services. You (i) agree to use reasonable efforts to comply with any Maintenance requirements of which we notify you, and (ii) acknowledge that the Services may be temporarily unavailable during Maintenance periods.

1.6.1 Availability. We will use commercially reasonable efforts to make the Services available 24 hours per day, 7 days per week, except for:

1.6.1.1 scheduled Maintenance, support, improvements and Updates; and

1.6.1.2 unscheduled Maintenance.

1.6.2 Scheduled Maintenance. We endeavor to schedule and perform scheduled Maintenance between the hours of 11:00 PM – 4:00 AM U.S. Eastern Standard Time. Where possible, we will provide sufficient system redundancy to ensure that the Services remain available during any period of scheduled maintenance.

1.6.3 Unscheduled Maintenance. In the event of an emergency that requires Maintenance or other unavailability outside of the scheduled maintenance window, we will use our best efforts to notify you as soon as reasonably practicable.

1.6.4 Incident Notification. We endeavor to notify you of any extended outage in a reasonable and timely manner. Once an outage is corrected, you will be notified as soon as reasonably practicable.

1.6.5 Service Level Reporting. We utilize internal tools and monitors to determine service availability. At our sole discretion, we may provide you with information from internal monitors to understand the severity of an incident on the Services.

1.6.6 Customer Support. We will provide incident support through our help desk. Help desk support includes general technical information and assistance with problem determination, isolation, verification, and resolution 24 hours per day, 7 days per week excluding United States federal holidays. The help desk may be reached via toll-free telephone at +1 866-816-5046, chat message, or electronic mail at Tiisupport@turnitin.com.

1.7 Confidential Information. In the absence of (i) a Turnitin Confidential Information provision in your Agreement with us, and/or (ii) an effective non-disclosure agreement between you and us, then you agree not to disclose Turnitin Confidential Information (as defined in the Turnitin Master Registration Agreement), except as required by Applicable Law.

1.8 Turnitin Contracting Party. Only the applicable Turnitin Contracting Party (as defined in the Turnitin Master Registration Agreement) will have obligations with respect to each Turnitin account, and no other Turnitin Contracting Party has any obligation with respect to such account. Invoices for each account will reflect the Turnitin Contracting Party that is responsible for that account during the applicable billing period. If the Turnitin Contracting Party responsible for your account changes and you had previously made an up-front payment for any Services to that Turnitin Contracting Party, then that Turnitin Contracting Party may remain the Turnitin Contracting Party for the applicable account only with respect to the Services related to such up-front payment.

1.9 Associated Services. When you use certain Services, you may be able to use or may be required to use one or more other Services (each, an "**Associated Service**"), and when you use an Associated Service, you are subject to the terms and fees that apply to that Associated Service.

1.10 Service Credits. If an SLA applies to the Services you purchased and you have been charged for a Service period when that Service was unavailable (as defined in the applicable SLA for each Service), you may request a Service credit equal to any charged amounts for such period by contacting the applicable Turnitin Contracting Party.

2. Early Access Services.

2.1 General Information. This Section 2 (Early Access Services) describes the additional terms and conditions under which you may (i) access and use certain features, technologies, and services made available to you by Turnitin that are not yet generally available to the public, including, but not limited to, any products, services, software, or features labeled "beta", "preview", "pre-release", "early access," "developmental," or "experimental", and any related Turnitin Content (each, an "**Early Access Service(s)**"); or (ii) access and use Services and any related Turnitin Content available in Turnitin regions that are not generally

available to the public, including, but not limited to, any Turnitin regions identified by Turnitin as "beta", "preview", "pre-release", "early access," "developmental," or "experimental" (each, an **"Early Access Region"**).

2.2 Compliance with Early Access Terms. You must comply with all terms related to any Early Access Service or Early Access Region as posted on the Site or otherwise made available to you, including in an applicable Order Form. Turnitin may add or modify terms related to your access to or use of any Early Access Services or Early Access Regions provided via the Site at any time and without prior notice. SLAs will not apply to Early Access Services or Early Access Regions.

2.3 Test Observations. You may provide Turnitin with information relating to your access, use, testing, or evaluation of Early Access Services or Early Access Regions, including observations or information regarding the performance, features, and functionality of Early Access Services or Early Access Regions (**"Test Observations"**). Turnitin will own and may use and evaluate all Test Observations for its own purposes. You will not use any Test Observations except for your internal evaluation purposes of any Early Access Service or Early Access Region.

2.4 Feedback and Testimonials. As a condition of receiving an Early Access Service and upon Turnitin's prior written request in an executed Order Form, Turnitin may require you to perform utilization and testing of Early Access Services in real-world environments and provide your Test Observations and Feedback to Turnitin on the results of such utilization and testing on a periodic basis (cadence to be established by mutual agreement). Such Test Observations and Feedback may include, as applicable, information including, without limitation, the design, use, application, operation, and speed of the Early Access Service. After completion of the Early Access Service term, Turnitin may require you to provide—on Turnitin's behalf—testimonials concerning the Services either in print, by quotation, recorded, or video format. In addition, and only at Turnitin's prior written request and expense, Turnitin may require that you participate with us in presenting the Early Access Services in a meeting or conference environment. You acknowledge that Turnitin may modify, adapt, and use any of the foregoing testimonials in marketing and promotional purposes, and you agree to cooperate with Turnitin in mutually agreed additional use cases (if agreed in writing between you and us).

2.5 Confidentiality of Early Access Services. Test Observations and Feedback concerning an Early Access Service or Early Access Region, and any other information about or involving (including the existence of) any Early Access Service or Early Access Region are considered Turnitin Confidential Information and are subject to the confidentiality provisions in the Agreement.

2.6 Termination of Early Access Services. Turnitin may suspend or terminate your access to or use of any Early Access Service or Early Access Region at any time and without prior notice. Your access to and use of each Early Access Service and Early Access Region will automatically terminate upon the release of a generally available version of the applicable Early Access Service or Early Access Region or upon notice of termination by Turnitin, whichever occurs first. Notwithstanding anything to the contrary in the Agreement or these Service Terms, after suspension or termination of your access to or use of any Early Access Service or Early Access Region for any reason, (a) you will not have any further right to access or use the applicable Early Access Service or Early Access Region, and (b) Your Content used in the applicable Early Access Service or Early Access Region may be deleted or made inaccessible to you.

2.7 Testing, Benchmarking, and Other Initiatives. Testing, benchmarking and other performance-related development initiatives may be ongoing during the period in which the Early Access Services are made available to you. By accepting and using the Early Access Services, you acknowledge that the Early Access Services may not be fully-functioning or functioning as designed and further acknowledge that you may experience issues with regard to Early Access Service availability, reliability, and stability.

2.8 NO WARRANTY; DISCLAIMER OF DAMAGES; LIMITATION OF DAMAGES. DURING THE EARLY ACCESS SERVICE TERM, BECAUSE TURNITIN IS SUPPLYING THE EARLY ACCESS SERVICE TO YOU ON A TEST BASIS, AND NOTWITHSTANDING ANY OTHER PRODUCT OR SERVICE WARRANTY PROVIDED IN THE AGREEMENT, TURNITIN IS MAKING THE EARLY ACCESS SERVICE AVAILABLE TO YOU "AS IS" FOR EVALUATION ONLY, AND ACCORDINGLY MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE SOFTWARE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE. YOU AGREE NOT MAKE ANY CLAIM OR FILE ANY SUIT AGAINST TURNITIN, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE REGARDING ANY ASPECT OF THE PERFORMANCE OR NON-PERFORMANCE OF THE EARLY ACCESS SERVICE, AND YOU HEREBY IRREVOCABLY WAIVE ANY RIGHTS, IF ANY, WHICH YOU MAY HAVE TO DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE EARLY ACCESS SERVICE, EVEN IF TURNITIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY DAMAGES AWARDED AGAINST TURNITIN, WHETHER ARISING IN CONTRACT, TORT OR STRICT LIABILITY SHALL NOT EXCEED AN AMOUNT GREATER THAN $100.00.

3. Turnitin Specific Service Terms.

3.1 Turnitin Feedback Studio with Originality/Similarity/SimCheck/Clarity/OC and OC+ Services.

3.1.1 Turnitin agrees to, with respect to the Turnitin Feedback Studio, Turnitin Similarity, SimCheck, Turnitin Feedback Studio with Originality, Clarity, OC and OC+ Services and their components, enable Instructors to create Instructor accounts and, enable Students to create Student accounts in the Service.

3.1.2 With respect to your and your Authorized Users' use of Turnitin Similarity, SimCheck, and Turnitin Feedback Studio with Originality Services and their components, Turnitin strongly recommends that You will:

3.1.2.1 Not make statements to Students that You are using the Turnitin Feedback Studio Service in a given class when such class is not actually using the Turnitin Feedback Studio Service. Further, even within a particular class using the Turnitin Feedback Studio Service, for purposes of fairness and equal application, ***Turnitin strongly recommends requiring Student submission of all Student Papers rather than submission by Instructors only of Student Papers singled out by Instructor);***

3.1.2.2 In the course syllabus of each course making use of the Service, carry a notice substantially similar to the effect of the following: "By taking this course, student agrees that all submitted papers are subject to verification and review by Turnitin (including through use of artificial intelligence or similar detection tools) to assess in-product writing behavior to provide instructors with insight into your writing process, and to asses textual similarity for the detection of potential plagiarism and writing that is likely generated by AI. All submitted papers will be included as source documents in the Turnitin reference database solely for the purpose of detecting plagiarism of such papers. Use of the Turnitin products and services is subject to the Acceptable Use Policy posted on www.turnitin.com/acceptable-use-policy If use of the Service is instituted after distribution of the syllabus, then You will consider Turnitin's strong recommendation to require each Instructor to provide Students with equivalent written notice of use of the Turnitin services in each instance; and

3.1.2.3 Ensure that all Students enrolling at your institution receive clear notice in their Student handbook (or comparable communication) at the time of enrollment that you use the Turnitin Services.

3.2 Turnitin AI Writing Assistance and Composition Services

3.2.1 Feature Scope and User Content. Turnitin may offer features that assist Users in the writing process, including AI-generated prompts and output, grammar suggestions, paraphrasing tools, and similar writing support ("AI Writing Assistance"). Users may submit and edit written content ("Compostions") directly within the Services. Compositions are part of Your Content under the Agreement.

3.2.2 Usage Data and Writing Process Data. Turnitin may collect metadata and writing process data from Users' interactions with the AI Writing Assistance features, including information such as input prompts, selected suggestions, engagement duration, cursor activity, and revision patterns ("writing process data"). This data may be stored and used to: (i) deliver the Services; (ii) support troubleshooting and debugging; (iii) evaluate feature performance; (iv) develop and enhance Turnitin's AI systems and writing assistance tools, using aggregated, de-identified, or pseudonymized data unless otherwise authorized by the Customer.

3.2.3 Feedback and Interaction Data. Users may be invited to provide feedback on AI suggestions. Such feedback and related interaction data may be retained and used by Turnitin to train machine learning models and improve feature accuracy.

3.2.4 Ownership and Usage Rights. Turnitin retains all rights, title, and interest in and to any models, algorithms, and software developed as a result of usage and writing process data.

3.2.5 Use of Third Party AI Models. Some AI Writing Assistance features may be powered by third-party machine learning or large language models. These third-party modules are integrated into the Services to deliver enhanced functionality, including natural language suggestions, composition assistance, structural and grammar corrections, full or partial drafts, and paraphrasing capabilities. Turnitin may change or substitute third-party models at its sole discretion, and Turnitin is not responsible for any interruptions, degradations in performance, or unavailability of Services due to third-party downtime or changes and such issues shall not constitute a breach of the Agreement or entitle Customer to service credits. Turnitin makes no representations or warranties regarding the availability, accuracy, or reliability of content generated by such models.

3.2.6 Early Access Notice. Certain AI Writing Assistance features may be made available as Early Access Services under Section 2. Users acknowledge that AI Writing Assistance features may be under development and may not function without errors or interruptions. Feedback and usage data during Early Access may be used to evaluate and improve such features.

3.2.7 Disclosure and Customer Responsibility. Customer shall ensure that Students and Educators are notified of the use of AI Writing Assistance features in accordance with applicable laws and institutional policies, including in course syllabi, enrollment communications, or other appropriate materials.

3.2.8 No Automated Decision Making. Turnitin's AI Writing Assistance features do not make decisions that produce legal or similarly significant effects for Users. Content suggestions and responses to user prompts are non-binding, are used solely at the discretion of Users, and are not determinative assessments of a User's work.

3.3 iThenticate Service. With respect to Your use of the iThenticate Service, the license granted in the Agreement is restricted as follows: if Your institution becomes known as a service through which Students, researchers or other individuals can obtain papers or portions of papers for submission as their own original work (e.g., becomes or partners with a "paper or essay mill" -- a ghostwriting service that sells essays, papers, and other homework writing), the Parties agree to meet and confer in good faith to address the issue. If the Parties are unable to resolve the issue within 30 days, then Turnitin may terminate the Agreement and your access to the Services at its discretion without further obligation.

3.3 Professional Services/Training. Professional Services/Training shall be in accordance with any Order Form. Turnitin and you agree training is most helpful if conducted early in your term of service, and you and Turnitin further agree to work in good faith to schedule and complete training within a reasonable period after the start of term of service or within the timeframe set out by the Parties.

3.3.1 Training Term and Expiration. Notwithstanding anything to the contrary in any such separate purchase order, in-person or live training must be completed within twelve (12) months of the start of Turnitin/iThenticate service, or the expiration of the Term in which training was licensed, whichever is earlier ("Training Term Expiry"). If Training is not completed by Training Term Expiry, Turnitin shall make reasonable efforts to furnish you access to training materials in lieu of training. Turnitin and you agree the foregoing shall constitute and fulfill Turnitin's Training obligation.

3.3.2 Changes or Cancellation. If you must reschedule training, Turnitin shall make reasonable efforts to accommodate such request. There are no refunds In the event of change or cancellation.

4. ExamSoft Specific Service Terms.

4.1 EULA. In order for a Student to access and use the examinee testing software portion of the ExamSoft Services, the Student will be required in some instances to download or otherwise access the Portal Services on or from the Student's own device(s). As a condition precedent to the Student accessing and using the ExamSoft Services, the Student will be required to agree to the End User License Agreement ("EULA"), available at https://examsoft.com/es/eula/ which the Student must accept (through an electronic acceptance process) in order to use the ExamSoft Services. For purposes of ensuring Service quality, support, account control, assessment integrity, and assessment-related assistance, in the course of provision of the ExamSoft Service and prior to granting a Student access, the Student will be required to consent to ExamSoft's collection of Test Data, which includes authorization of the collection of Test Data to enable us to provide the ExamMonitor Services (as described below).

4.2 EULA Requirements; Onboarding Assistance. You acknowledge that the requirements in Section 4.1. (EULA) above are a condition precedent to Students' access to and use of the examinee testing software portion of the ExamSoft Services, and you agree to provide us with reasonable assistance in the process of onboarding Students for use of the ExamSoft Services in furtherance of the foregoing.

4.3 Key Administrators. We will provide Internet-based pages on the Site for your use in assessment and program administration. You will assign one or more Key Administrators to serve as ExamSoft's primary point(s) of contact with you on software-related issues who will have password-protected access to the ExamSoft user portal. You (a) must maintain, and will instruct Authorized Users to maintain, the confidentiality of these passwords, and (b) are responsible for their security. "**Key Administrator**" means your designated point of contact, tasked with receiving updates and other information from ExamSoft, and directing questions to ExamSoft, having top level access rights to the Portal Services.

4.4 Security Breach Notification. If there is a breach of ExamSoft's security through your account, then you will immediately (which in no case will exceed 48 hours after you first became aware of, or first suspected, the breach) notify us of such breach. You may request that ExamSoft change or cause to be changed any affected password, as applicable.

4.5 ExamSoft Product/Services Special Terms.

4.5.1 Clinical Judgement Exam - Consent to Notice of Data Transfer to Third Party. In the course of using the ExamSoft Services, you may provide us with access to certain Student personally identifiable information from education records pursuant to 34 CFR § 99.31(a)(1)(i) and promulgated pursuant to the Family Educational Rights and Privacy Act (FERPA). In the course of

performing the ExamSoft Services under the Agreement between ExamSoft and you, the ExamSoft Service generates certain Student results data. ExamSoft is offering additional Services, which you have ordered entitled Clinical Judgment Exams module (CJE), which ExamSoft provides in partnership with third parties.

As part of the ExamSoft Service, the third party analyzes Student result data in order to validate assessment item performance and maintain and improve the quality of the offering. Under FERPA, ExamSoft may only disclose Student performance data to the third party if explicitly authorized by you. This authorization is required to provide the ExamSoft Services and ensure ongoing benchmark validity.

You acknowledge that you have a contractual relationship in place with ExamSoft that requires ExamSoft to deliver performance data to the third party to enable the third party to perform psychometric analysis and quality control to deliver quality assessments and psychometrically valid benchmarks. You acknowledge that you have undertaken appropriate record keeping under 34 CFR § 99.33(b).

You certify to ExamSoft that you have been granted authority sufficient to provide this consent. You consent to permitting us to transmit Student result data to third parties to perform psychometric analysis and quality control on assessment items that you have purchased from ExamSoft.

4.5.2 Pharmacy Benchmark Exams - Consent to Notice of Data Transfer to Third Party. In the course of using the ExamSoft Services, you may provide us with access to certain Student personally identifiable information from education records pursuant to 34 CFR § 99.31(a)(1)(i) and promulgated pursuant to the Family Educational Rights and Privacy Act (FERPA). In the course of performing the ExamSoft Services under the Agreement between ExamSoft and you, the ExamSoft Service generates certain Student results data.

ExamSoft is offering additional Services, which you have ordered entitled Pharmacy Benchmark Exams module, which ExamSoft provides in partnership with third parties.

As part of the ExamSoft Service, the third party analyzes Student result data in order to validate assessment item performance and maintain and improve the quality of the offering. Under FERPA, ExamSoft may only disclose Student performance data to the third party if explicitly authorized by you. This authorization is required to provide the ExamSoft Services and ensure ongoing benchmark validity.

You acknowledge that you have a contractual relationship in place with ExamSoft that requires ExamSoft to deliver performance data to the third party to enable the third party to perform psychometric analysis and quality control to deliver quality assessments and psychometrically valid benchmarks. You acknowledge that you have undertaken appropriate record keeping under 34 CFR § 99.33(b).

You certify to ExamSoft that you have been granted authority sufficient to provide this consent. You consent to permitting us to transmit Student result data to third parties to perform psychometric analysis and quality control on assessment items that you have purchased from ExamSoft.

4.6 ExamMonitor Services - Consent to Notice of Data Transfer to Third Party

ExamSoft Services may capture video recordings of Students while they complete an assessment. ExamSoft will use these video recordings to provide certain **"ExamMonitor Services"** (as described below), which ExamSoft provides in partnership with a third-party proctoring provider.

4.6.1 As part of the ExamMonitor Service, a third-party proctoring provider will analyze Student video recordings to generate exam analysis reports which permit you to evaluate whether a Student is engaged in suspicious behavior in the course of an assessment.

4.6.2 By using the ExamSoft Services, you acknowledge and agrees that (i) ExamSoft is permitted to deliver exam analysis reporting using a third-party proctoring provider, (ii) ExamSoft may disclose to the third-party proctoring provider Student Data to permit the third-party proctoring provider to perform analysis of Student videos, and (iii) you have undertaken appropriate record-keeping for these purposes pursuant to 34 CFR § 99.33(b).

4.7 ExamSoft Services Limited Warranty.

4.7.1 ExamSoft warrants to you that for the term of the Agreement, the ExamSoft Services will substantially conform to the product specifications found at https://examsoft.com/product-specifications (**"ExamSoft Product Specifications"**), if: (a) a Student operates the ExamSoft Service as required by the Agreement, and, properly follows all installation instructions and any recommendations of ExamSoft technical support staff; (b) any computer running the ExamSoft Service (or software) is in proper working order; (c) the Student's computer complies with the minimum specification requirements set forth on the ExamSoft website and Authorized User Portal.

4.7.2 ExamSoft may modify the ExamSoft Product Specifications from time to time, including without limitation, where ExamSoft modifies or enhances ExamSoft Services and/or software functionalities.

4.7.3 If the ExamSoft Service fails to conform to the foregoing warranty, ExamSoft will, as its sole obligation, and your sole remedy (a) use commercially reasonable efforts to correct the non-conformity, and to redeliver the corrected ExamSoft Service to you; or (b) where ExamSoft cannot correct the non-conformity, refund to you the fees paid for the non-conforming ExamSoft Service.

4.7.4 The foregoing shall be your sole and exclusive remedy for breach of warranty under this Section 4.7.

5. Dual Deploy Offer Terms & Conditions

These Terms govern your participation in the Dual Deploy Offer provided by Turnitin, LLC ("Turnitin"). By accepting the Dual Deploy Offer, you agree to these Terms and to our Privacy Policy (located at https://guides.turnitin.com/hc/en-us/articles/27377195682317-Turnitin-Services-Privacy-Policy.) In these Terms, the word "Offer" refers to the Dual Deploy Offer and the services provided under this Offer.

5.1 Eligibility

The Offer is exclusively available to customers in good standing, who hold both enterprise licenses for Turnitin Feedback Studio ("TFS") and Gradescope. Both licenses must be active for the duration of the Offer term. Customers must also purchase Paper to Digital eLearning to be eligible for the Offer.

5.2 Offer Terms

The Offer provides access to Paper to Digital at no additional cost for a period of one (1) year from the offer acceptance date. The term of the Offer shall not exceed the expiration date of either the customer's TFS or Gradescope license, whichever comes first.

5.3 Annual Review and Continuation

Availability of the Offer will be determined annually by Turnitin. Turnitin will review the Dual Deploy program annually and reserves the right to modify, renew, or discontinue the Offer at its sole discretion.Customers will be notified of any changes to the program at least thirty (30) days prior to their renewal date. Renewal of the Offer is contingent upon the customer maintaining eligible enterprise licenses for both TFS and Gradescope. For customers with multi-year contracts, eligibility for the Offer will be evaluated annually.

5.4 Term and Renewal

The Offer is limited to a one year term, with the possibility of renewal as long as the eligibility requirements are met. Multi-year contracts must undergo an annual evaluation to determine if the customer is still eligible for the Offer. Turnitin reserves the right to discontinue the Offer for subsequent years of a multi-year contract if the customer no longer meets the eligibility criteria or if Turnitin decides to modify or discontinue the program.

5.5 Pricing and Approval

The Offer provides Paper to Digital at no additional cost to eligible customers.

5.6 Training

Customers accepting the Offer must also purchase and complete the Paper to Digital eLearning training.

5.7 Offer Limitations

TFS customers who purchase Paper to Digital but do not have Gradescope will not receive access to Gradescope or any other products or services through this Offer. The Offer does not grant access to any additional products or services beyond Paper to

Digital. TFS customers who do not have an enterprise Gradescope license are not eligible for this Offer and do not gain access to Gradescope through this program.

5.8 Feedback and Product Development

By accepting this Offer, customers agree to grant Turnitin a non-exclusive, worldwide, royalty-free license to use any feedback, suggestions, or ideas provided regarding Paper to Digital for product improvement and development purposes.

5.9 Privacy and Data Protection

By accepting this Offer, customer acknowledges and agrees that: (a) Turntin will process customer data in accordance with applicable data protection laws; and (b) Turnitin will implement appropriate technical and organizational measures to protect customer data against unauthorized access, loss, or disclosure.

5.10 Licenses for Provision of Service and Product Development

Customer hereby grants to Turnitin, its Affiliates, and its third-party vendors a non-exclusive, worldwide, royalty-free license to:

(a) Provide the services in accordance with the Offer and any applicable order form;
(b) Access, use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display Customer content and user data as necessary for Turnitin's provision of the Offer;
(c) Create benchmarks assessing Customer and Customer-based performance and Offer utilization;
(d) Offer suggestions to the Customer regarding service improvement;
(e) Engage in uses required by applicable law, including but not limited to making disclosures to law enforcement pursuant to investigations; and
(f) Create Anonymized, Aggregated, and/or De-Identified Data from Customer content.

Customer shall retain sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all user data and any information provided to Turnitin. The Customer is responsible for obtaining and maintaining the requisite copyright or other intellectual property rights relating to such data, ensuring that these rights are sufficient to grant the licenses provided herein.

Furthermore, Customer grants to Turnitin and its Affiliates a perpetual, irrevocable, non-exclusive, royalty-free, transferable, and sublicensable license to use Customer data, user data, and submissions (in whole or in part) for the purpose of developing, enhancing, or refining Turnitin's existing products and services, as well as for the development of new products and services, including those that leverage artificial intelligence. This usage by Turnitin and its Affiliates shall be conducted in a manner that ensures that any such data is Anonymized, De-Identified, and/or Aggregated, so that neither Customer nor its users are identifiable.

5.11 Termination

Turnitin reserves the right to terminate the Offer for a customer if either their TFS or Gradescope license is terminated or downgraded from enterprise level. Upon termination of the Offer, access to Paper to Digital will be discontinued unless separately licensed.

5.12 Modifications

Turnitin reserves the right to modify these terms and conditions at any time. Changes will be communicated to participating customers and will take effect upon the next renewal date.

By accepting the Offer, customers acknowledge that they have read, understood, and agree to be bound by these terms and conditions.The annual review process and potential changes to the Offer will be communicated by sales leadership as part of the ongoing engagement and contract management.

*****

TÉRMINOS DE SERVICIO DE TURNITIN

Última actualización: 25 de abril de 2025

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of July, 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 #: 25-424 (c)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

As an IB World School, West HS would like to subscribe to Turnitin, LLC to allow our faculty to run plagarism checks on essays, internal assessments, etc. This program covers our entire faculty and schedule, to include all classes not just IB.

Cost to Knox County Schools

$0

Description and Type of Funding Source

School Funds - 410.000

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

RLA-17281 **R-25-7-211**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

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

Appropriation Required: NO

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. **(WITHDRAW AT REQUEST OF SPONSOR)** *(previously Deferred from May to June and June to July at Request of Sponsor)*

(Schools)

Attachments

No file(s) attached.

RLA-17493 **R-25-7-212**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Construction Contract with Merit Construction, Inc. in the amount of $8,587,000.00 for additions and renovations to Sterchi Elementary School. *(Schools)*

Attachments

Resolution

Contract

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONSTRUCTION CONTRACT WITH MERIT CONSTRUCTION, INC. IN THE AMOUNT OF $8,587,000.00 FOR ADDITIONS AND RENOVATIONS TO STERCHI ELEMENTARY SCHOOL.

RESOLUTION: R-25-7-212

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, Knox County Schools is preparing to begin construction of an addition and renovations to Sterchi Elementary School (the "Project"); and

WHEREAS, the Knox County Procurement Division conducted a competitive bid process for the construction of the Project and it has been determined that Merit Construction, Inc. submitted the lowest responsible and responsive bid to perform the work; and

WHEREAS, the proposed agreement with Merit Construction, Inc. is in the amount of $8,587,000.00; and

WHEREAS, at its regularly scheduled meeting on July 10, 2025, the Knox County Board of Education approved the construction contract with Merit Construction, Inc. for additions and renovations to Sterchi Elementary School.

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

The agreement with Merit Construction, Inc. for construction of the addition and renovations to Sterchi Elementary 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 Merit Construction, Inc. for construction of the addition and renovations to Sterchi Elementary School 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

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 day of in the year *(In words, indicate day, month and year.)*

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

Knox County Board of Education dba Knox County and Knox County Schools
400 W. Summit Hill Drive
Knoxville, TN 37902

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

Merit Construction, Inc.
10435 Dutchtown Road
Knoxville, TN 37932

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

Addition & Renovations to: Sterchi Elementary School
900 Oaklett Drive
Knoxville, TN 37912
Knox County Bid #3664

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

The Lewis Group Architects, Inc.
611 King Street
Suite 250
Knoxville, TN 37917

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

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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.)

[X] Not later than Three Hundred Sixty Five (365) calendar days from the date of commencement of the Work.

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[ ] 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 Eight Million Five Hundred Eighty-Seven Thousand Dollars and Zero Cents ($ 8,587,000.00), 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
Alternate 1	$95,000.00

§ 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
Not Applicable		

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

Item	Price
Allowance No. 1 – Project Contingency	Provide a project contingency in the amount of 5% of your base bid. Each bidder shall determine the amount of their bid to provide all of the work described in the Contract Documents and add the contingency amount to that number to be submitted as their final Base Bid. The Base Bid amount shown on the Bid Form shall include the contingency money.
Allowance No. 2 - Miscellaneous Steel	Provide a lump sum allowance of $20,000.00 for the purchase, delivery, and installation of miscellaneous steel items. This shall not be used for miscellaneous steel items depicted and noted in architectural drawings that are not necessarily structural in nature, and therefore not shown in structural section drawings.
Allowance No. 3 - Radio Signal Booster System	Provide a lump sum allowance of $65,000 for the Radio Signal Booster System installation. After construction is completed, Contractor to perform testing to determine the required type of system. Contractor to include testing cost in the base bid amount.
Allowance No. 4 – Aid to Construction	Provide a lump sum allowance of $25,000 for tap fees / aid to construction etc.

§ 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.)

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Item	Units and Limitations	Price per Unit ($0.00)
Unit Price No. 1 – Unsuitable soils, mass excavation – replacement with suitable soils	Cubic Yard	$43.00 / CY with 2,000 Base Quantity
Unit Price No. 2 – Unsuitable soils, mass excavation – replacement with crushed stone	Cubic Yard	$56.00 / CY with 2,000 Base Quantity
Unit Price No. 3 – Unsuitable soils (Trench Excavation) – Replacement with crushed stone	Cubic Yard	$56.00 / CY with 200 Base Quantity

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

Five Hundred Dollars and Zero Cents ($500.00) per calendar day

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

Not Applicable

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:

Not Applicable

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fifteenth day of the following 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 Sixty (60) 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.

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§ 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%)

§ 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.)

Not Applicable

§ 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.)

Not Applicable

§ 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.)

Not Applicable

§ 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:

Not Applicable

§ 5.3 Interest

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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.)

% per annum

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.)

Not Applicable

§ 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)*

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.)

Not Applicable

§ 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)

Douglas Shover, Executive Director
Facilities and New Construction Department
505 Summer Place – UTT 2nd Floor, Room 281H
Knoxville, TN 37902
douglas.shover@knoxschools.org

§ 8.3 The Contractor's representative:

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(Name, address, email address, and other information)

Shannon Sapp, President & CEO
Merit Construction, Inc.
10435 Dutchtown Road
Knoxville, TN 37932
ssapp@meritconstruction.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 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Not Applicable

§ 8.7 Other provisions:

Not Applicable

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

.2
AIA Document A201™–2017, General Conditions of the Contract for Construction (reference SECTION 00 73 00 - SUPPLEMENTARY CONDITIONS)

.3 Drawings

Number	Title	Date
Refer to attached "Exhibit B – Section 00 01 15 – List of Contract Drawings"		

.4 Specifications

Section	Title	Date	Pages
Refer to attached "Exhibit A – Section 00 01 10 – Table of Contents"			

.5 Addenda, if any:

Number	Date	Pages
01	05/09/2025	04

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02	05/19/2025	03
03	05/19/2025	06
04	05/21/2025	02
05	05/21/2025	06

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.

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

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.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
	Shannon Sapp, President
(Printed name and title)	*(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 10th day of July, 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 #: 25-432

APPROVED AS TO LEGAL FORM

_____

Gary Dupley, Deputy Law Director

Date: 6/30/2025

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21 05 00 - Common Work Results for Fire Suppression
21 10 00 - Water-Based Fire-Suppression Systems

DIVISION 22 - PLUMBING
22 05 00 - Common Work Results for Plumbing
22 05 05 - General-Duty Valves for Domestic Water
22 05 10 - Hangers and Supports for Plumbing Piping and Equipment
22 05 15 - Identification for Plumbing Pipes and Equipment
22 05 20 - Plumbing Insulation
22 05 25 - Domestic Water Piping and Appurtenances
22 05 30 - Drainage, Waste, Vent Piping and Appurtenances
22 05 35 - Facility Storm Drainage Piping and Appurtenances
22 05 40 - Electric Domestic Water Heaters
22 05 50 - Plumbing Fixtures
22 05 55 - Facility Natural-Gas Piping

DIVISION 23 - HEATING, VENTILATING AND AIR CONDITIONING

23 05 00 - Common Work for HVAC
23 05 10 - Basic Materials and Methods
23 05 93 - Testing, Adjusting and Balancing
23 07 00 - Insulation
23 23 00 - Refrigerant Piping
23 31 00 - Air Distribution
23 36 00 - Air Terminal Units - VAV
23 74 13 - Package Roof Top Units
23 75 13 - Split System Heat Pumps
23 81 16 - WG2S-WG5S 2-Stage Cooling with Gas Heat
23 81 26.1 - Ductless Split System Units

DIVISION 25 - INTEGRATED AUTOMATION

Not Used

DIVISION 26 - ELECTRICAL

26 05 00 - Common Work Results for Electrical
26 05 19 - Low-Voltage Electrical Power Conductors and Cables
26 05 26 - Grounding and Bonding for Electrical Systems
26 05 29 - Hangers and Supports for Electrical Systems
26 05 33 - Raceways and Boxes for Electrical Systems
26 05 36 - Cable Trays for Electrical Systems
26 05 53 - Identification for Electrical Systems
26 09 23 - Lighting Control Devices
26 24 16 - Panelboards
26 27 26 - Wiring Devices
26 28 13 - Fuses
26 28 16 - Enclosed Switches and Circuit Breakers
26 51 19 - Led Interior Lighting
26 56 00 - Led Exterior Lighting

DIVISION 27 - COMMUNICATIONS

27 05 00 - Common Work Results for Communications
27 11 00 - Communications Equipment Room Fittings
27 51 23 - Integrated Electronic Communications and Wireless Clock System

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

28 05 00 - Common Work Results for Electronic Safety and Security
28 16 43 - Radio Signal Booster System
28 31 11 - Digital, Addressable Fire Alarm System

DIVISION 31 - EARTHWORK

31 05 00 - Erosion and Sediment Controls
31 15 00 - Clearing and Grubbing
31 20 00 - Earth Moving
31 25 00 - Trenching and Backfilling

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 15 00 - Asphalt Paving.....
32 31 13 - Chain Link Fences and Gates.....
32 35 00 - Concrete Walks and Pavements.....
32 95 00 - Finish Grading and Lawn Work.....

DIVISION 33 - UTILITIES

33 10 00 - Water Utilities.....
33 30 00 - Sanitary Sewerage Utilities.....
33 40 00 - Storm Drainage Utilities.....

END OF SECTION

SECTION 00 01 15 - LIST OF CONTRACT DRAWINGS

The following sheets comprise the list of Contract Drawings:

COVER SHEET

- COVER

GENERAL INFORMATION

G1.11 GENERAL INFORMATION
G2.11 LIFE SAFETY FLOOR PLANS AND NOTES - DURING CONSTRUCTION
G2.12 LIFE SAFETY FLOOR PLANS AND NOTES - NEW CONSTRUCTION
G3.11 U.L. DESIGN ASSEMBLIES
G3.12 U.L. DESIGN ASSEMBLIES

CIVIL

C1.00 SITE DEMOLITION PLAN
C2.00 SITE LAYOUT PLAN
C2.01 SITE DETAILS
C3.00 SITE UTILITIES PLAN
C3.01 UTILITY DETAILS
C4.00 GRADING & DRAINAGE PLAN
C4.01 DRAINAGE DETAILS
C4.02 DRAINAGE PROFILES
C5.00 EROSION CONTROL PLAN
C6.00 STORM TRAP DETAILS
C6.01 STORM TRAP DETAILS

ARCHITECTURAL SITE

AS1.00a PROPERTY SURVEY 1/2
AS1.00b PROPERTY SURVEY 2/2
AS1.11 ARCHITECTURAL SITE PLAN
AS1.12 ALTERNATE 1 - TEMPORARY PARKING
AS2.11 CANOPY PLANS
AS3.11 ARCHITECTURAL SITE DETAILS

ARCHITECTURAL

A0.11 PLAN - EXISTING / DEMOLITION
A1.11 PLAN - NEW COMPOSITE
A1.21 ENLARGED FLOOR PLAN - PART A
A1.22 ENLARGED FLOOR PLAN - PART B
A1.23 ENLARGED FLOOR PLAN - PARTS C AND D
A1.31 INTERIOR PARTITION TYPES
A2.11 BUILDING ELEVATIONS
A2.12 BUILDING ELEVATIONS - WINDOW REPLACEMENTS
A3.11 BUILDING SECTIONS
A4.11 WALL SECTIONS AND DETAILS

A4.12 WALL SECTIONS AND DETAILS
A4.13 WALL SECTIONS AND DETAILS
A5.11 ROOF PLAN AND NOTES
A5.21 ROOF DETAILS
A6.11 REFLECTED CEILING PLAN - COMPOSITE
A6.21 REFLECTED CEILING PLAN - PARTS A AND B
A6.22 REFLECTED CEILING PLAN - PARTS C AND D
A7.11 MOUNTING HTS & INT ELEVS
A7.12 INTERIOR ELEVATIONS
A7.13 INTERIOR ELEVATIONS
A7.14 INTERIOR ELEVATIONS
A7.21 MILLWORK DETAILS
A7.22 MILLWORK DETAILS
A8.11 DOOR & WINDOW TYPES & SCHEDULES
A8.12 WINDOW TYPES
A8.21 HEAD, JAMB, AND SILL DETAILS
A9.11 ROOM FINISHES, NOTES & DETAILS
A9.21 FINISH FLOOR PLAN - PART A
A9.22 FINISH FLOOR PLAN - PART B
A9.23 FINISH FLOOR PLAN - PARTS C AND D
A9.24 FINISH FLOOR PLAN - EXISTING GYM

STRUCTURAL

S0.1 GENERAL NOTES
S0.2 STATEMENT OF SPECIAL INSPECTIONS
S1.1 FOUNDATION PLAN
S1.2 SLAB PLAN
S1.3 RENOVATION PLAN – AREA D
S2.1 ROOF FRAMING PLAN
S3.1 SECTIONS & DETAILS
S3.2 SECTIONS & DETAILS
S3.3 SECTIONS & DETAILS
S3.4 SECTIONS & DETAILS
S3.5 SECTIONS & DETAILS
S3.6 SECTIONS & DETAILS
S3.7 SHEAR WALL ELEVATIONS
S3.8 WALL MOUNTED MECHANICAL UNIT SUPPORT FRAMING

FIRE PROTECTION

FP1.21 FLOOR PLAN - PART 1 - FIRE PROTECTION
FP1.22 FLOOR PLAN - PART 2 - FIRE PROTECTION
FP1.23 FLOOR PLAN - PART 3 & 4 - FIRE PROTECTION
FP2.10 SCHEDULES AND DETAILS

PLUMBING

P1.21 ENLARGED FLOOR PLAN - PART A - SERVICES
P1.22 ENLARGED FLOOR PLAN - PART B - SERVICES

P1.23 ENLARGED FLOOR PLAN - PART C/D - SERVICES
P1.31 ENLARGED FLOOR PLAN - PART A - WASTE & VENT
P1.32 ENLARGED FLOOR PLAN - PART B - WASTE & VENT
P1.33 ENLARGED FLOOR PLAN - PART C/D - WASTE & VENT
P2.10 SCHEDULES AND DETAILS
P2.11 FIRE STOP DETAILS

MECHANICAL
M1.21 ENLARGED FLOOR PLAN - PART A - HVAC DEMOLITION
M1.22 ENLARGED FLOOR PLAN - PART B - HVAC DEMOLITION
M1.23 ENLARGED FLOOR PLAN - PART C - HVAC DEMOLITION
M1.24 ENLARGED FLOOR PLAN - PART D - HVAC DEMOLITION
M2.10 SCHEDULES - HVAC
M3.10 CONTROLS - HVAC
M4.10 DETAILS - HVAC

ELECTRICAL
E1.10 SITE PLAN - ELECTRICAL
E1.20 FLOOR PLAN - ELECTRICAL DEMOLITION
E1.21 ENLARGED FLOOR PLAN - AREA A - LIGHTING
E1.22 ENLARGED FLOOR PLAN - AREA B - LIGHTING
E1.23 ENLARGED FLOOR PLAN - AREA C/D - LIGHTING
E2.21 ENLARGED FLOOR PLAN - AREA A - POWER
E2.22 ENLARGED FLOOR PLAN - AREA B - POWER
E2.23 ENLARGED FLOOR PLAN - AREA C/D - POWER
E3.21 ENLARGED FLOOR PLAN - AREA A - COMMUNICATIONS
E3.22 ENLARGED FLOOR PLAN - AREA B - COMMUNICATIONS
E3.23 ENLARGED FLOOR PLAN - AREA C/D - COMMUNICATIONS
E4.21 ENLARGED FLOOR PLAN - AREA A - FIRE ALARM & HVAC WIRING
E4.22 ENLARGED FLOOR PLAN - AREA B - FIRE ALARM & HVAC WIRING
E4.23 ENLARGED FLOOR PLAN - AREA C/D - FIRE ALARM & HVAC WIRING
E5.12 LEGEND, SCHEDULES & DETAILS
E5.13 ELECTRICAL DETAILS
E5.14 FEEDER DIAGRAM & PANELBOARD SCHEDULES

END OF SECTION

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve the Owner/Contractor Agreement for the construction of the Additions and Renovations to Sterchi Elementary School with Merit Construction, Inc. in the amount of $8,587,000.00.

Cost to Knox County Schools

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-17494 **R-25-7-213**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving contracts with ECS Southeast, LLC and UES Professional Solutions 19, LLC for the provision of construction testing services for the term of July 1, 2025 through June 30, 2026, which may be extended for four (4) additional years. *(Schools)*

Attachments

Resolution

ESC Southeast Contract

UES Professional Solutions 19 Contract

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING CONTRACTS WITH ECS SOUTHEAST, LLC AND UES PROFESSIONAL SOLUTIONS 19, LLC FOR THE PROVISION OF CONSTRUCTION TESTING SERVICES FOR THE TERM OF JULY 1, 2025 THROUGH JUNE 30, 2026, WHICH MAY BE EXTENDED FOR FOUR (4) ADDITIONAL YEARS.

RESOLUTION: **R-25-7-213**

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 construction testing services; and

WHEREAS, the Knox County Procurement Division issued a Request for Qualifications for the purpose of finding a qualified contractor to provide the construction testing services; and

WHEREAS, the responses of ECS Southeast, LLC and UES Professional Solutions 19, LLC to the Request for Qualifications were determined to be the most responsible and responsive submittals meeting specifications accepted by Knox County; and

WHEREAS, the proposed contracts with ECS Southeast, LLC and UES Professional Solutions 19, LLC are effective for a one (1) year term beginning on July 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 July 10, 2025, the Knox County Board of Education approved the contracts with ECS Southeast, LLC and UES Professional Solutions 19, LLC for the provision of construction testing services.

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

The contracts with ECS Southeast, LLC and UES Professional Solutions 19, LLC for the provision of construction testing 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 ECS Southeast, LLC and UES Professional Solutions 19, LLC for the provision of construction testing 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

ECS SOUTHEAST, 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 ECS Southeast, LLC** hereinafter referred to as **"Contractor."**

Whereas, County requested qualifications for Construction Testing Services, (Request for Qualifications 3646);

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

Whereas, Contractor agrees and undertakes to provide Construction Testing Services to Knox County, as set forth in the Request for Qualifications, and at the price quoted for said services by Contractor's Fee Schedule, included herein as Attachment C. Further, in accordance with the lawful directions of the Knox County Government, the Contractor agrees in all respects, to be governed by the Request for Qualifications specifications, the Contractor's response, and the Contractor's Fee Schedule.

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 July 2025 and ends the 30th day of June 2026, unless terminated in conformity with the terms of this contract as contained in paragraphs 6 and 7. 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. 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. Knox County shall pay Contractor the agreed upon rates in Contractor's Fee Schedule, Attachment C. 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. Invoices shall be sent to the address listed on the Purchase Order for the ordering department.

5. 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 Construction Testing Services and related duties.

6. Termination. Knox County may terminate this contract with or without cause, upon written notice of not less than thirty (30) 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 Construction Testing 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.

7. Appropriations. In the event no funds are appropriated for Construction Testing 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.

8. 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.

9. 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 Construction Testing Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

10. 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.

11. 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.

12. 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.

13. 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.

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

15. 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.

16. 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.

17. 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.

18. 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.

18. Delivery. Contractor shall render Construction Testing Services for Knox County in accordance with the **Contractor's** schedule and coordinated with Knox County or its designee.

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 3646
B. Contractor's Written Response to Request for Qualifications 3646
C. Contractor's Fee Schedule
D. Contractor's Certificate of Insurance

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

_____ **Glenn Jacobs**

MAYOR – Signature **MAYOR**

Date _____

KNOX COUNTY LAW DIRECTOR

CONTRACT #: 25-433(a)

APPROVED AS TO LEGAL FORM

_____ **KNOX COUNTY, TENNESSEE**

_____

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

Date 6/23/2025

ECS SOUTHEAST, LLC

_____ _____

AUTHORIZED SIGNATURE **PRINTED NAME**

DATE _____

Attachment A
Request for Qualifications 3646

The Procurement Division of Knox County, Tennessee will receive sealed Qualifications for the provision of **Construction Testing Services** as specified herein. Qualifications must be received by **2:00 p.m. local time** on **April 30, 2025**. Late Qualifications will be neither considered nor returned.

Deliver Qualifications to:

Solicitation Number 3646
Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville, TN 37917

The Envelope must show the Company Name, Solicitation Name, Solicitation Number and Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Ben Sharbel, Supervisor of Property Development and Asset Management, at 865-215-5765. Additional information and questions may be emailed to ben.sharbel@knoxcounty.org. Information about the Knox County Procurement Division and current solicitations may be obtained on the internet at www.knoxcounty.org/procurement.

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

1.3 **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.

1.4 **AWARD:** The result of this Request for Qualifications may result in a contractual agreement. It is the intent of Knox County to negotiate fees and enter into a Contract with a firm(s) to provide the services listed herein. Knox County reserves the right to not award this solicitation.

1.5 **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, Business Outreach Administrator
Knox County Procurement
Telephone: 865-215-5760
Fax: 865-215-5778
Email: diane.woods@knoxcounty.org

1.6 **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. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.

1.7 **COPIES:** Knox County requires that Qualifications be submitted as one (1) marked original and one (1) exact copy. One (1) electronic copy in one (1) complete file is also requested on CD or flash-drive.

1.8 **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 submittal being non-responsive and disqualified.

1.9 **ELECTRONIC TRANSMISSION OF QUALIFICATIONS:** Knox County's Procurement Division **will not** accept electronically transmitted qualifications through the County's On-Line Procurement System. Email and facsimile submissions are strictly prohibited. All responses must be mailed or delivered by hand.

1.10 **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.

1.11 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the respondents in the preparation of their response.

1.12 **NON-COLLUSION:** Vendors, by submitting a signed qualification, certify that the accompanying qualification 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.

1.13 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products and/or services. 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 with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their bid response if the vendor will accept Knox County's 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.

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

1.15 **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.

1.16 **QUALIFICATION DELIVERY:** Knox County requires respondents, when hand delivering responses, to time and date stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time. Knox County shall not be responsible for lost or misdirected mail sent by common carrier, nor will Knox County be responsible for qualifications delivered to addresses other than the delivery address specified at the top of this solicitation.

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.

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

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

1.18 **SIGNING OF QUALIFICATIONS:** In order to be considered, all Qualifications must be signed. Please sign the original in **blue ink**. By signing the response document, the respondent acknowledges and accepts the terms and conditions stated in the Qualification document.

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

1.20 **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 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.

1.21 **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.

1.22 **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 bidder's list for twenty-four (24) months.

1.23 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. If you are not already a registered vendor with Knox County, a vendor application must be completed and submitted via email to lindsay.stout@knoxcounty.org. Vendors must be registered with the Procurement Division prior to submitting their bid.

1.24 **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 **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 Qualifications, Submittals, 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 response, each contractor and each person signing on behalf of any responding firm 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 responding firm is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.15 **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.

2.16 **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.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, 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 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) Request for Qualifications, (3) Submittal, (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, and 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 and warehoused.

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 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.

2.23 **TERMINATION:** Knox County may terminate this agreement with or without cause, 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 terminationdate 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, solicitation 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 SCOPE OF WORK

3.1 **SCOPE OF WORK:** Knox County, an Equal Opportunity/Affirmative Action Employer, seeks to retain a qualified geotechnical engineering consulting and construction testing firm(s) for the purpose of providing Construction Testing Services including but not limited to Special Inspections, Construction Observations, and Materials Testing Services for various construction projects under the purview of Knox County and Knox County Schools.

The professional engineering and testing firm shall provide all Special Inspections Testing and all Construction Observations and Materials Testing for the entire project. Special Inspections include all testing required by the International Building Code and as specified in the Contract Documents for the specific project. Construction Observations and Materials Testing includes all other testing indicated in the Contract Documents for the specific project including but not limited to concrete testing, structural steel construction, masonry construction, proof-rolling for pavements and observation of earthwork and backfill operations. All Special Inspections and all Construction Observations and Materials Testing shall be performed in accordance with the International Building Code (IBC), the Contract Documents, as well as all other applicable Codes and Standards. The amount of periodic and continuous testing will be determined based on the specific project schedule and specification requirements. All observations and the results of all testing work shall be documented in a series of formal written reports. The firm must include their proposed associated testing laboratory and provide documentation that the testing laboratory meets applicable standards.

A prioritized list of the responsive firms shall be established and ranked in the order of their scores achieved through this Request for Qualifications process. As projects requiring Construction Testing Services are identified during the course of each fiscal year, the list shall be used to select firms for projects as they occur, proceeding down the list in sequential order and/or based on project needs, specialization, and availability. The established list shall remain in effect for five (5) years or until Contracts are terminated, whichever occurs first. When the list expires or Contracts are terminated, a new RFQ process will be initiated.

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 **ADDITIONS AND DELETIONS:** Knox County reserves the right to add goods and/or services to this term contract or delete good and/or services that Knox County deems necessary. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.4 **AWARD STATUS:** Knox County intends to issue a one (1) year 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 reserves the right to negotiate the terms of any resulting Contract with the awarded vendor(s) if the need arises. 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. Should Knox County desire not to renew, no reason needs to be given.

3.5 **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.

3.6 **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, ordinances, 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 codes, laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

3.7 **CONTRACT EXECUTION:** The award of this RFQ will result in a Contract between Knox County and the successful Contractor. The Contract must be voted on by the Knox County Board of Education and the Knox County Commission and receive a majority vote. The successful Contractor may be required to be present at the meetings to answer questions relating to the service to be performed. The Knox County Procurement Division will give adequate notification if the vendor needs to attend this meeting. There shall be no cost to Knox County or the Knox County Schools for attendance at this meeting. The Knox County Procurement Division will draft the Contract and no other vendor forms (i.e. Terms and Conditions, Service Agreements or other standard Company forms etc.) will be accepted as Contract attachments.

3.8 **EXCEPTIONS TO SPECIFICATIONS:** Firms taking exception to any part or section of these specifications shall indicate such exceptions in their response. Failure to indicate any exceptions shall be interpreted as the firm's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or part.

3.9 **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.

3.10 **INSURANCE:** The successful Vendor must carry the insurance as indicated on the Insurance Checklist, Exhibit A. As proof the Vendor's willingness to obtain and maintain the insurance, the Vendor must complete, sign, and have their insurance agent sign the attachment and submit it with their response. Upon the Notification of Intent to Award, the successful Vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County, Tennessee as additional insured. It shall be the successful Vendor's responsibility to keep a current COI on file with Knox County Procurement as long as the Contract is in effect.

3.11 **LICENSING REQUIREMENTS:** Vendors must be properly licensed, if applicable, by the State of Tennessee Licensing Board for the type of work requested and must submit a copy of the license with their qualifications. All licensing must be in accordance with Tennessee Code Annotated.

3.12 **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.

3.13 **PRICING:** The Contractor(s) warrants that contracted unit prices stated for all items 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 initial 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 vendor may:

- Continue with the existing prices
- Request a lower price increase
- Not accept the renewal offer

If a price increase is approved by Knox County, 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.

3.14 **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 Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.15 **QUALIFICATIONS EVALUATION:** Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFQ process) that might affect the County's judgment as to the appropriateness of a qualified Vendor. This information may be appended to the 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. 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 qualification closing. The purpose of such discussions/interviews is to provide clarification and/or additional information in order to make an award that is in the best interest of Knox County.

Knox County will evaluate the submitted Qualifications and make a determination of the firm, or firms, with which negotiations will ensue. The factors that will be considered in the evaluation of Qualifications are:

- **General Qualifications of Firm (40 Points)**
  - Years in business and years key personnel have performed construction engineering inspection services and been involved in the preliminary engineering process
  - Number of inspectors and licensed professionals
  - Associated testing laboratory documentation
  - Capabilities and resources of firm
  - Firm's personnel roles and project management approach
- **Key Personnel (40 Points)**
  - Resumes of key personnel to work with Knox County
  - Specific areas of expertise
  - Availability of personnel to Knox County
- **Projects and Workload (10 Points)**
  - List no more than five (5) current or past projects of similar scope completed in the last five (5) years
  - Initial budget and final cost for above project
  - Start date and final completion date for above projects
  - Projected workload
- **Licensure, Insurance and Litigation (10 Points)**
  - Provide evidence of licensure to practice engineering in the State of Tennessee
  - Provide evidence of appropriate insurance coverage
  - Provide information of any litigation in which the firm has been involved within the past five (5) years

3.16 **REMOVAL OF VENDORS' EMPLOYEES:** The successful Vendor agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County 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 Knox County.

3.17 **RESPONDENT OBLIGATION:** Each firm shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this RFQ. The failure or omission of a firm to become acquainted with existing conditions shall in no way relieve the firm of any obligations with respect to this RFQ or to the Contract.

3.18 **SAFETY AND PROTECTION:** The Contractor(s) shall exercise good safety precautions while performing the services required in this solicitation. All work performed under this Contract shall comply with the requirements of the William-Steiger Occupational Safety and Health Act of 1970 and the revisions thereto. The Contractor(s) shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed. The Contractor(s) shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons, including but not limited to, the general public who may be affected thereby. All work is to be done as required as by TOSHA, OSHA, EPA and AHERA. Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by the department designee. Contractor(s) shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor(s) shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements. Contractor(s) 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, equipment, and furnishings shall be protected by the vendor from damage, which might be done or caused by works 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.

3.19 **SAFETY EFFORTS:** The Contractor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building, and construction codes must be observed. Machinery, equipment, and all other hazards must be guarded or eliminated in accordance with the safety provisions of the **Manual of Accident Prevention in Construction** to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

3.20 **SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors by submission of their response, also affirm that their employees working under this Contract have been property trained in the safe operation of any and all equipment to be used and in the safe application of quoted products and services to be used under this Contract. This would include any sign, flagman, or road blockage that would be required for safety purposes as per compliance the Manual on Uniform Traffic Control Devices for Streets and Highways (Latest Edition).

3.21 **SUBMIT QUESTIONS:** Prospective respondents may submit questions concerning this solicitation until **4:30 p.m. local time** on **April 17, 2025**. Submit questions as noted in Section 1.1.

SECTION IV QUALIFICATION FORMAT

Vendors shall use the following format for the preparation and submission of their qualifications. Failure to follow this format may be just cause for rejection of submittals. Cost of preparation of qualifications is the sole responsibility of the vendor. Knox County requires that qualifications being submitted be one (1) marked original and one (1) exact copy. An electronic copy in a single .pdf file on a CD/DVD or flash drive is also required.

Part I **SIGNED LETTER AUTHORIZING SUBMISSION OF THE QUALIFICATIONS**

Respondent must provide a cover letter authorizing the submission of the Qualification. The letter shall be on the Consultant's letterhead and will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included.

Part II **RESPONDENT'S INFORMATION**

- Company Name, Address, and telephone number(s)
- Contact name(s) and telephone number(s)
- Contact email address
- Firm's website address
- Firm's Vendor Number as assigned by the Knox County Procurement Division
- Firm's Knox County Business License (if applicable)
- Firm's Employer Identification Number (EIN)
- List any mergers, acquisitions, or sales of the firm within the last five (5) years and if so, provide relevant details.
- Acknowledgment of Addenda (if applicable)

Part III **GENERAL QUALIFICATIONS OF FIRM**

Provide the complete qualifications of the firm for completing the Scope of Work in Section 3.1. Include the firm's number of years in business and years key personnel have performed construction testing services. Include the number of personnel available for this project and the complete capabilities of the firm. Provide a detailed description of the tasks the Firm expects to execute in order ensure the desired outcomes listed in Section 3.1 are achieved. Include qualifications of the proposed associated testing laboratory including but not limited to certifications, accreditations, etc.

Provide documentation that the firm and the associated testing laboratory meets all applicable standards, such as, but not limited to the following:

- ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection for Soil and Concrete.
- ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation.
- ASTM D3666 - Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials.

- ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

Include a brief synopsis of the firm's project management approach and responsibilities of individuals involved in the special inspections process. The lead Special Inspector, who must be a licensed professional engineer in the State of Tennessee, shall be named and is required to provide direct supervision over individuals performing the required various inspections and tests in the field.

Part IV **KEY PERSONNEL**

Provide the resumes of the local key personnel that will be working on the projects. Resumes should be no longer than one page and include number of years working on school projects, a list of sample projects similar to the scope of work, and any specific training and certifications that directly relate to the recommendations of Chapter 17 of the 2018 IBC and other applicable codes. Include all specific areas of expertise.

Part V **PROJECTS AND WORKLOAD**

Provide a list of current and past projects that are similar in size and scope. List shall include but not be limited to, context and description of previous contracts, name of municipality/agency, and the name of the contact person at each municipality, initial start date/actual start date, initial contract budget/actual contract budget/actual contract amount. Provide the Firm's projected workload for the next year.

Part VI **LITIGATION**

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects within the past five (5) years. If yes, briefly describe the nature of the litigation and the result.

Part VII **CONFLICT OF INTEREST STATEMENT**

All firms are required to disclose as part of this solicitation and throughout the term of this agreement, any services being provided to all other clients and/or contractors/subcontractors on any Knox County project(s). In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest should they exist or develop. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the performance of the project, the Consultant must immediately notify the Buyer listed in Section 1.1 of this document regarding the conflict(s) of interest.

Failure by the Consultant to notify County's designee may be grounds for termination of the professional services agreement.

Part VIII **REQUIRED ATTACHMENTS**

Firms are to complete and provide the following attachments here:

- Knox County Insurance Checklist, Exhibit A
- Affidavit of Compliance with Iran Divestment Act / No Boycott of Israel, Exhibit B
- Affidavit of Compliance with Tennessee Criminal History Records Check, Exhibit C

Part IX **ADDITIONAL INFORMATION**

Respondents may submit additional information regarding their Firm and the services they offer that may add value to their submittal.

Part X **EXCEPTIONS**

Respondents are to include any and all exceptions taken to this solicitation under this part. Do not mark through or otherwise alter the language of this RFQ in your response.

Failure to submit any of the above information or any other information requested in this Request for Qualifications may result in the response being disqualified.

EXHIBIT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR QUALIFICATIONS #3646

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
		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	$2,000,000	
		PROFESSIONAL LIABILITY		
YES	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.	GARAGE KEEPER'S DIRECT 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 LISTED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO; ENDORSEMENT PAGE(S) WILL BE PROVIDED AS LONG AS THE CONTRACT IS IN EFFECT.

22. CERTIFICATE OF INSURANCE SHALL SHOW THE QUALIFICATION NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED_____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE RESPONDENT NAMED BELOW AND HAVE ADVISED THE RESPONDENT OF REQUIRED COVERAGE.

Agency Name: _____Authorizing Signature: _____

RESPONDENT'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

Respondent Name: _____ Authorizing Signature: _____

EXHIBIT B
REQUEST FOR QUALIFICATIONS #3646

AFFIDAVIT OF COMPLIANCE
IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL

Comes _____, for and on behalf of
(*Printed name of Principal Officer of Company)*

_____, (the "Company") and, after being duly authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

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.

_____
Signature

Title: _____

Sworn to and subscribed before me, a Notary Public, this ____ day of _____, 20___.

_____

Notary Public
My Commission Expires:

_____

EXHIBIT C
REQUEST FOR QUALIFICATIONS #3646

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with response 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 qualification 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 B
Contractor's Written Response to Request for Qualifications 3646

ECS SOUTHEAST, LLC: ECS GROUP OF COMPANIES









KNOX COUNTY

Request for Qualifications:
Construction Testing Services

Solicitation Number: 3646

"ORIGINAL"

April 30, 2025, 2:00 PM

ECS SOUTHEAST, LLC
4708 Middle Creek Lane
Knoxville, TN 37921

ECS POC: R. RYAN RAAB, PE
865.466.3062 rraab@ecslimited.com

ecslimited.com

ECS SOUTHEAST, LLC

Geotechnical • Construction Materials • Environmental • Facilities

PART I: SIGNED LETTER AUTHORIZING SUBMISSION OF THE QUALIFICATIONS

ECS Southeast, LLC
4708 Middle Creek Lane
Knoxville, TN 37921
865.281.1840
ecslimited.com

April 30, 2025

750+
SOUTHEAST **STAFF**

12,345
SUCCESSFULLY **COMPLETED** PROJECTS IN **TENNESSEE**

615+
SUCCESSFULLY **COMPLETED** PROJECTS IN **KNOX COUNTY**

Knox County Procurement Division
c/o Ben Sharbel
1000 North Central Street, Suite 100
Knoxville, TN 37917

We are pleased to submit our qualifications for providing construction testing services to Knox County and Knox County Schools and, this cover letter authorizes the submission of our qualifications. At ECS, we recognize the importance of construction materials testing and Special Inspections in achieving project success. Our dedication to quality and innovation aligns with Knox County's objectives of safety, compliance and excellence in construction.

ECS has a strong history of delivering construction materials testing services across various regions and sectors. We utilize destructive and non-destructive testing methods to verify that materials comply with the International Building Code and project-specific requirements. Our advanced electronic reporting system provides prompt delivery of field and laboratory reports, offering your construction team timely insights for informed decision-making.

Our extensive experience includes projects for federal, state and local governments, where we have consistently met and exceeded project specifications. Our team of certified professionals, equipped with the latest technology, conducts inspections and observations across various materials, including concrete, structural steel, masonry and earthwork. ECS is committed to being a partner in your project's success, integrating our testing services into the construction process through proactive communication and participation in project meetings.

We look forward to the opportunity to contribute our expertise to Knox County and support the development of sustainable infrastructure.

Respectfully Submitted,
ECS SOUTHEAST, LLC

Mr. R. Ryan Raab, PE
Knoxville Group Manager/POC
865.466.3062
RRaab@ecslimited.com

PART II: RESPONDENT'S INFORMATION

Company Name, Address, and Telephone Number(s)

ECS Southeast, LLC
4708 Middle Creek Lane
Knoxville, TN 37921
865.281.1840

Contact Name(s) and Telephone Number(s)

Ryan Raab, PE - Knoxville Manager/Point of Contact
865.466.3062

Contact Email Address

rraab@ecslimited.com

Firm's website address

https://www.ecslimited.com/

Firm's Vendor Number as Assigned by the Knox County Procurement Division

72139

Firm's Knox County Business License (if applicable)

N/A

Firm's Employer Identification Number (EIN)

20-3025695

List any Mergers, Acquisitions, or Sales of the Firm Within the Last Five (5) Years and if so, Provide Relevant Details

ECS Southeast, LLC has maintained its operational structure without engaging in mergers, acquisitions or sales over the past five years. This stability reflects a strategic focus on organic growth and internal development, allowing the company to concentrate on enhancing its core services and strengthening client relationships.

Acknowledgment of Addenda (if applicable)

N/A

Years in Business and Years Key Personnel have Performed Construction Engineering Inspection Services and Been Involved in the Preliminary Engineering Process

ECS has been in business for more than 35 years, and our key team members bring together over a century and a half of experience.

Number of Inspectors and Licensed Professionals

ECS has 17 local personnel to east Tennessee - six licensed professionals, six technicians and five inspectors

Associated Testing Laboratory Documentation



AASHTO ACCREDITED

CERTIFICATE OF ACCREDITATION

American Association of State Highway and Transportation Officials AASHTO

ECS Southeast, LLC - an Engineering Consulting Services, Ltd. company

in

Knoxville, Tennessee, USA

has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories (aashtoresource.org).

Jim Tymon,
AASHTO Executive Director

Matt Linneman,
AASHTO COMP Chair

This certificate was generated on 04/23/2025 at 11:39 AM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory



AASHTO ACCREDITED

CERTIFICATE OF ACCREDITATION

American Association of State Highway and Transportation Officials AASHTO

ECS Southeast, LLC - an Engineering Consulting Services, Ltd. company

in

Franklin, Tennessee, USA

has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories (aashtoresource.org).

Jim Tymon,
AASHTO Executive Director

Matt Linneman,
AASHTO COMP Chair

This certificate was generated on 04/23/2025 at 11:40 AM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory

AASHTO ACCREDITED

CERTIFICATE OF ACCREDITATION

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
AASHTO

ECS Southeast, LLC - an Engineering Consulting Services, Ltd. company

in

Memphis, Tennessee, USA

has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories (aashtoresource.org).

Jim Tymon,
AASHTO Executive Director

Matt Linneman,
AASHTO COMP Chair

This certificate was generated on 04/23/2025 at 11:42 AM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory

AASHTO ACCREDITED

CERTIFICATE OF ACCREDITATION

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
AASHTO

ECS Southeast, LLC - an Engineering Consulting Services, Ltd. company

in

Clarksville, Tennessee, USA

has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories (aashtoresource.org).

Jim Tymon,
AASHTO Executive Director

Matt Linneman,
AASHTO COMP Chair

This certificate was generated on 04/23/2025 at 11:41 AM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory

MTC
MATERIALS TESTING CENTER

USACE CERTIFICATE
OF
LABORATORY VALIDATION

ERDC

ECS Southeast, LLC- an Engineering Consulting Services, Ltd. company

318 Seaboard Lane, Ste. 208
Franklin, TN, United States
Mark Luskin
(615) 885-4983

has demonstrated, by abbreviated audit of its AASHTO accreditation, or by inspection of required records, equipment, procedures, facilities, and/or final reports, its proficiency to perform testing of construction materials, as established by the quality standards of AASHTO R 18 guidance and the requirements of the applicable ASTM standards.

THIS USACE CERTIFICATE OF LABORATORY VALIDATION IS ACCURATE AS OF ITS DATE AND TIME OF GENERATION:
12 MAR 2025 AT 09:55 HOURS

ALL METHODS LISTED ON THIS CERTIFICATE OF VALIDATION WILL EXPIRE ON 02/05/2027

PLEASE CONFIRM THE CURRENT VALIDATION STATUS OF THIS LABORATORY USING THE SEARCH FEATURE ON OUR PUBLIC WEBSITE: https://mtc.erdc.dren.mil

Chad A. Gartrell, PE, Director
USACE Materials Testing Center
Vicksburg, Mississippi, USA

AGGREGATE

Aggregate - C 29 - Unit Weight and Voids in Aggregate
Aggregate - D 75 - Sampling
Aggregate - C 117 - Material Finer than 75 µm (No. 200) Sieve
Aggregate - C 127 - Specific Gravity & Absorption in Coarse Aggregate
Aggregate - C 128 - Specific Gravity & Absorption in Fine Aggregate
Aggregate - C 136 - Sieve Analysis of Aggregates
Aggregate - E 329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
Aggregate - C 566 - Total Moisture Content
Aggregate - C 702 - Reducing Samples to Testing Size
Aggregate - C 1077 - Concrete and Concrete Aggregate Testing Standards (Quality Standards)

BITUMINOUS

Bituminous - D 2726 - Bulk Specific Gravity and Density
Bituminous - D 2950 - Density of Bituminous Concrete in Place by Nuclear Methods

CONCRETE

Concrete - C 31 - Making and Curing Test Specimens in the Field
Concrete - C 39 - Compressive Strength of Cylindrical Specimens
Concrete - C 42 - Drilled Cores and Sawed Beams
Concrete - C 78 - Flexural Strength by Third Point Loading
Concrete - C 138 - Unit Weight and Air Content by Gravimetric
Concrete - C 143 - Slump
Concrete - C 172 - Sampling
Concrete - C 173 - Air Content by Volumetric ***required if C231 not performed***
Concrete - C 231 - Air Content by Pressure ***required if C173 not performed***
Concrete - C 511 - Moist Cabinets, Moist Rooms, Water Storage Tanks
Concrete - C 617 - Capping Cylindrical Specimens
Concrete - C 1064 - Temperature of Concrete
Concrete - C 1077 - Concrete and Concrete Aggregate Testing Standards (Quality Standards)
Concrete - C 1231 - Unbonded Caps
Concrete - C 1542 - Measuring Length of Concrete Cores

ROCK

Rock - D 4543 - Preparing Rock Core Specimens and Determining Tolerances
Rock - D 7012 - Compressive Strength & Elastic Moduli of Rock Core Specimens - Method C - Uniaxial Comp. Strength

SOILS

Soils - G 57 - Field Measurement of Soil Resistivity Using the Wenner Four-Electrode Method
Soils - E 329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
Soils - D 421 – Dry Preparation for Particle Size Distribution & Soil Constants
Soils - D 422 – Particle Size Analysis (Sieve and Hydrometer)
Soils - D 558 – Moisture-Density of Soil-Cement
Soils - D 698 – Compaction Characteristics by Standard Effort
Soils - D 854 – Specific Gravity of Soils
Soils - D 1140 - Material Finer than 75 µm (No. 200) Sieve
Soils - D 1557 – Compaction Characteristics by Modified Effort
Soils - D 1883 – CA Bearing Ratio (CBR)
Soils - D 2166 – Unconfined Compressive Strength
Soils - D 2216 – Water Content
Soils - D 2487 – Classification of Soils
Soils - D 2488 – Description & Identification of Soils (Visual-Manual Procedure)
Soils - D 3740 – Soil and Rock Testing Standards (Quality Standard)
Soils - D 4318 – Liquid & Plastic Limits & Plasticity Index
Soils - D 4972 – pH of Soils
Soils - D 6913 – Particle-Size Distribution of Soils Using Sieve Analysis
Soils - D 6938 – Density and Water Content by Shallow Depth Nuclear Method

SPRAYED FIRE RESISTIVE

Sprayed Fire Resistive – E 329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
Sprayed Fire Resistive – E 605 - Thickness and Density of Sprayed Fire Resistive Material (SFRM) Applied to Structural Members
Sprayed Fire Resistive – E 736 - Cohesion Adhesion of Sprayed Fire Resistive Materials Applied to Structural Members

PART III: GENERAL QUALIFICATIONS OF THE FIRM

Capabilities and Resources of Firm

ECS has established a strong presence in Knoxville, Tennessee, since opening an office there in 2014. This location underscores our dedication to the local community and our team. Our commitment is reflected in the numerous projects and partnerships we have developed throughout East Tennessee. ECS has been involved in significant projects such as the Caledonia and Andy Holt - UTK Residential Halls, Tennessee School for the Deaf and the University of Tennessee's indoor air quality assessments, showcasing our expertise in geotechnical, environmental and construction materials testing services.

Our Knoxville office is part of a broader network of over 100 locations across the United States, staffed by more than 2,800 professionals. This extensive network allows us to draw on a wide range of expertise while maintaining a strong local focus. Our team includes engineers, geologists, scientists and technicians who are dedicated to delivering innovative and high-quality engineering solutions.

ECS is structured to assemble the most suitable team for each project, regardless of its size or complexity. This flexibility is achieved through our regional subsidiaries, which enable us to respond swiftly to client needs while leveraging national resources. Our approach fosters a culture of innovation and professional development, which helps our staff stay at the forefront of emerging technologies and industry standards.

Our commitment to community engagement is evident in our efforts to partner with local stakeholders and support community well-being. We actively participate in community meetings and develop tailored involvement plans to align our projects with the needs and aspirations of the communities we serve.

Firm's Personnel Roles and Project Management Approach

ECS employs a structured management approach for projects, incorporating both a Project Manager and a Principal to enhance oversight and communication. Mr. Ryan Raab will manage projects, directing technicians and coordinating with clients and contractors. Meanwhile, Mr. Mark Luskin and Mr. John Godfrey will provide Principal oversight, facilitating the availability of knowledgeable professionals to address project needs. This structure supports effective problem resolution and service delivery, maintaining continuity even if one manager is unavailable.

Communication is a cornerstone of ECS's project management strategy. The company uses advanced communication and information technology to streamline data collection and report distribution, which enhances efficiency and reduces project costs. Proprietary software such as FRED Field Report Electronic Distribution and ETHEL ECS Technician Handheld Electronic Logbook are utilized to facilitate timely and precise reporting, which is vital for effective project management.

ECS' KEY PROJECT STAFF

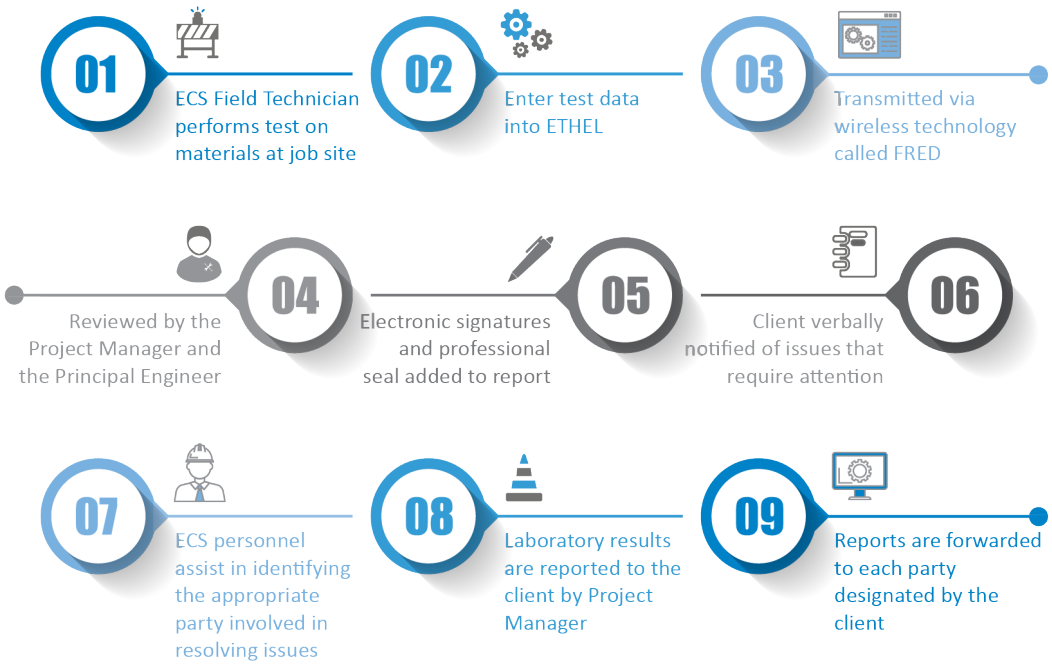
NAME	PERSONNEL ROLE
R. Ryan Raab, PE	Senior Project Manager/Point of Contact (POC)
Mark Luskin, PE, PG	VP/Contract Management
John Godfrey Jr, PE	Principal Engineer
Lori Davenport-Parker, CEM, CPESC	Environmental Principal
Will Henderson, PE	Senior Project Manager/Associate Principal
Pete Kniesler, PE	Project Manager
Bodhi Ogle, EI	Senior Inspector
Brett Lemaster	Senior Inspector
Adam Duscheck	Senior Inspector/Laboratory Manager
Shea Johnsoon, CFPE, FI-II	Codes Plan Department Manager
Michael Piercey, CWI, UT III	Steel Inspector
Thomas Hanna	Specialty Technician

Include a Brief Synopsis of the Firm's Project Management Approach and Responsibilities of Individuals Involved in the Special Inspections Process. The lead Special Inspector, who must be a licensed professional engineer in the State of Tennessee, shall be named and is required to provide direct supervision over individuals performing the required various inspections and tests in the field.

ECS employs a structured project management approach focusing on effective communication, coordination and timely service delivery. Each project is assigned a Project Manager and a Principal, establishing a clear chain of command and providing multiple client contact points. This dual management structure enhances communication and responsiveness, allowing ECS to adapt to specific client needs and expectations. The use of electronic communication tools and regular meetings aids in tracking project progress, identifying variances and planning corrective actions to maintain schedule and budget targets. ECS is dedicated to delivering projects on time and within budget while maintaining transparency and effective communication throughout the project lifecycle.

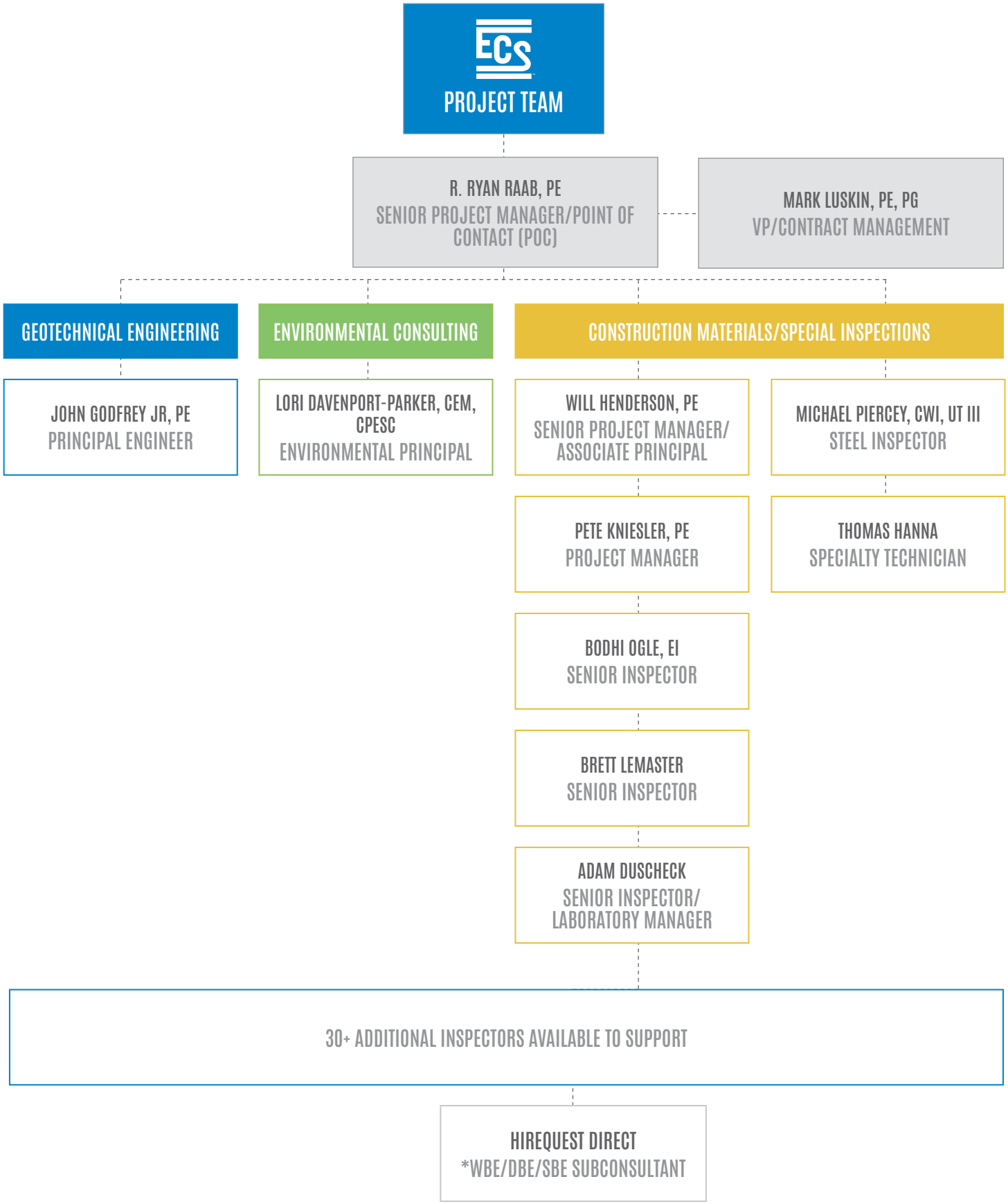
In the Special Inspections process, ECS offers a comprehensive range of services, including concrete testing, bolt and welding inspections and masonry/precast inspections. Mr. Ryan Rabb will serve as the Lead Special Inspector and is a Licensed Professional Engineer in the State of Tennessee. He will provide direct supervision over individuals performing the various inspections and tests in the field. The Special Inspectors are responsible for quality control testing services and maintain necessary certifications such as NICET, ACI, ICC and CWI. ECS is qualified to perform Special Inspections based on NCBC Chapter 17 Structural Tests and Special Inspections, maintaining compliance with relevant standards and regulations. The responsibilities of individuals involved in the Special Inspections process include performing the inspections, maintaining certifications and verifying that testing services meet the required standards.

ECS' Overall Project Management and Quality Control - CMT (Construction)



PART IV: KEY PERSONNEL

Organization Chart



HireQuest Direct - WBE/DBE/SBE SUBCONSULTANT

HQ Direct, LLC, doing business as HireQuest Direct, specializes in providing General Labor, Skilled Labor, Janitorial, Hospitality/Events, Cleaning, Composite Crew, Administrative Clerical, ATSSA Certified Flaggers and Off-Duty Police Officers. TradeCorp, the skilled trades staffing division of HireQuest Direct, offers expert staffing solutions in mechanical, electrical and plumbing disciplines.

HireQuest provides our team with local skilled labor that ECS trains for the material testing required for this project, supplementing our team of ECS inspectors and technicians. ECS is currently working with HireQuest at the Nashville International Airport in a similar manner. This is part of our workforce development strategy. We believe it is a key differentiator for our proposal and a vital component for transformational projects. By providing training to local Nashville community residents, we aim to create a new career path for those we bring on to assist with the project and enhance the capabilities of our existing team.



Resumes of Key Personnel to work with Knox County

R. RYAN RAAB, PE | KNOXVILLE GROUP MANAGER/POINT OF CONTACT



PROFESSIONAL CREDENTIALS

Professional Engineer: TN, SC

SPECIFIC AREAS OF EXPERTISE

Construction Materials Testing

Special Inspections

Soils Laboratory Testing

Forensic Geotechnical Evaluations

EDUCATION

Bachelor of Science, Civil Engineering, Geotechnical Concentration, University of North Carolina Charlotte

NUMBER OF YEARS WORKING ON SCHOOL PROJECTS

5 Years

AVAILABILITY

80%

PROFESSIONAL PROFILE

Mr. Raab is an engineering manager with nine years of experience in the construction industry, working on a variety of public and private projects across the Carolinas and East Tennessee. His responsibilities include personnel and equipment management, Special Inspections, field and laboratory testing and observations, soil boring layout and site reconnaissance, sample collection and preparation and report review. Mr. Raab's experience also includes intermediate and deep foundations, soils, aggregate, reinforcing steel, concrete, grout, masonry and asphalt inspections, among others.

PROJECT EXPERIENCE

- Charlotte-Mecklenburg Schools - Harding University, Charlotte, NC
- Charlotte-Mecklenburg Schools - N. Mecklenburg High School, Huntersville, NC
- Charlotte-Mecklenburg Schools - Bain Elementary, Charlotte, NC
- Charlotte-Mecklenburg Schools - Nations Ford Elementary, Charlotte, NC
- Charlotte-Mecklenburg Schools - Windsor Park Elementary, Charlotte, NC
- Charlotte-Mecklenburg Schools - Steele Creek Elementary, Charlotte, NC
- Charlotte-Mecklenburg Schools - Blythe Elementary, Huntersville, NC
- Charlotte-Mecklenburg Schools - McKee Road Elementary, Charlotte, NC
- Charlotte-Mecklenburg Schools - South Pine Academy, Charlotte, NC
- Charlotte-Mecklenburg Schools - Idlewild Elementary, Charlotte, NC
- Charlotte-Mecklenburg Schools - Mint Hill Elementary, Matthews, NC
- LIV Knoxville - Vols View Student Housing, Knoxville, TN
- Caledonia Residential Halls Building 1 and 2 - UTK, Knoxville, TN
- Andy Holt Residential Hall - UTK, Knoxville, TN
- Grosvenor's Square Multi-Family, Knoxville, TN
- Lakeview at Westland Apartments, Knoxville, TN
- Verve Knoxville Apartments, Knoxville, TN
- RaceTrac, Knoxville, TN
- 2024 Walmart Pavement Rehabs, Knoxville, TN
- Beaman Lake Site Study, Knoxville, TN
- LIV Knoxville - Vols View, Knoxville, TN
- Home Depot - Kingston Pike, Knoxville, TN

MARK LUSKIN, PE, PG | VICE PRESIDENT/CONTRACT MANAGEMENT



PROFESSIONAL CREDENTIALS

Professional Engineer: TN, KY

Professional Geologist: TN

SPECIFIC AREAS OF EXPERTISE

Geotechnical Engineering

Construction Engineering and Inspection

Environmental Engineering

EDUCATION

Bachelor of Science, Civil and Environmental Engineering, Tennessee Technological University,

Graduate Studies, City and Regional Planning, University of Memphis

Bachelor of Science, Physics, Centre College

NUMBER OF YEARS WORKING ON SCHOOL PROJECTS

20 Years

AVAILABILITY

40%

PROFESSIONAL PROFILE

Mr. Luskin is a professional engineer and geologist with a diversified background in the geotechnical, environmental and construction inspection fields across Tennessee and Kentucky. He has 22 years of experience in the industry and is responsible for senior oversight of a variety of horizontal and vertical design, construction and remediation projects.

PROJECT EXPERIENCE

- Knoxville Head Start Western Heights, Knoxville, TN
- LIV Knoxville - Vols View Student Housing, Knoxville, TN
- Caledonia Residential Halls Building 1 and 2 - UTK, Knoxville, TN
- Andy Holt Residential Hall - UTK, Knoxville, TN
- Keurig Dr. Pepper DC Plant Expansion, Knoxville, TN
- Topgolf, Knoxville, TN
- Grosvenor's Square Multi-Family, Knoxville, TN
- Tennessee Tech University - New Engineering Building, Cookeville, TN
- Lakeview at Westland Apartments, Knoxville, TN
- KUB-Emergency Generator Facilities, Knoxville, TN
- The Overlook, Knoxville, TN
- WoodSpring Suites, Knoxville, TN
- Morningstar Storage, Knoxville, TN
- LaVergne High School Addition, LaVergne, TN
- McGhee Tyson Airport, Alcoa, TN
- The Graduate Hotel, Knoxville, TN
- Noble Education Charter School, Nashville, TN
- Home Depot - Kingston Pike, Knoxville, TN
- Target Knoxville - RTU Upgrades, Knoxville, TN
- Hardin Valley Substation, Knoxville, TN
- KUB 48-inch Water Line, Knoxville, TN
- Kingston Pike Retail Development, Knoxville, TN
- Home Depot, Knoxville, TN
- Tennessee School for the Deaf, Knoxville, TN
- Knoxville Head Start Western Heights, Knoxville, TN
- Austin Peay State University - Health Professions Building, Clarksville, TN
- Russell County Airport Taxiway, Knoxville, TN

JOHN GODFREY, JR, PE | PRINCIPAL ENGINEER



PROFESSIONAL CREDENTIALS

Professional Engineer: NC, TN, KY, AL, MS, GA

SPECIFIC AREAS OF EXPERTISE

Construction Materials Inspection and Testing

Foundation Engineering

Subsurface Investigations

Slope Stability Analysis

Retaining Wall Design

Ground Modification

Forensic Engineering

DOT Roads and Bridges Geotechnical Engineering and Design

EDUCATION

Master of Engineering, Geotechnical Engineering, Vanderbilt University

Bachelor of Science, Civil Engineering Technology, Western Kentucky University

NUMBER OF YEARS WORKING ON SCHOOL PROJECTS

45 Years

AVAILABILITY

20%

PROFESSIONAL PROFILE

Mr. Godfrey is a Senior Principal Engineer at ECS with 47 years of experience in geotechnical and construction materials engineering. He oversees geotechnical report preparation, foundation design, project oversight, slope failure analysis, remedial recommendations, karst studies, hydrogeologic and groundwater studies, field observations and material failure analysis. He also provides engineering support to associate engineers and technicians. Mr. Godfrey is skilled in the latest AASHTO LRFD geotechnical design procedures and USACE standards and reviews technical reports for ECS offices. His project portfolio includes commercial and industrial buildings, airport runways, water storage tanks, tunnels, dams, retaining structures, landfills, treatment plants, amusement park rides, super-speedways, parking lots and local and State DOT bridges and roadways.

PROJECT EXPERIENCE

- Knoxville Head Start Western Heights - PSHA, Knoxville, TN
- LIV Knoxville - Vols View Student Housing, Knoxville, TN
- Caledonia Residential Halls Building 1 and 2 - UTK, Knoxville, TN
- Topgolf, Knoxville, TN
- Cumberland Avenue Residential Development, Knoxville, TN
- Vols View - Geotechnical Exploration, Knoxville, TN
- Wal-Mart 2932-244, Knoxville, TN
- Verve Knoxville Apartments, Knoxville, TN
- RaceTrac, Knoxville, TN
- South Northshore Drive Development Geotechnical Exploration, Knoxville, TN
- Express Oil - Kingston Pike, Knoxville, TN
- Beaman Lake Site Study, Knoxville, TN
- Clinton Highway - Additional Geotechnical Exploration, Knoxville, TN
- Grosvenor's Square - Karst Exploration, Knoxville, TN
- ETNG Topside Project, Knoxville, TN
- Kingston Pike - Emergency Response Survey, Knoxville, TN
- Palmetto Capital Group - Clinton Highway, Knoxville, TN
- Foote Mineral Dante Site, Knoxville, TN
- Taco Bell, Knoxville, TN
- West Blount Avenue Development, Knoxville, TN
- WoodSpring Suites - Additional Exploration, Knoxville, TN

LORI DAVENPORT-PARKER, CEM, CPESC | ENVIRONMENTAL PRINCIPAL



CERTIFICATIONS

Licensed Asbestos Building Inspector: KY, TN

SPECIFIC AREAS OF EXPERTISE

Phase I Environmental Site Assessments

Phase II Environmental Site Assessments

IAQ Testing

Radon Testing

Mold Testing

Asbestos Testing

Lead Testing

EDUCATION

Bachelor of Arts, Management and Human Resources, Trevecca Nazarene University

Associate of Science, Technical Art, Western Kentucky University

NUMBER OF YEARS WORKING ON SCHOOL PROJECTS

35 Years

AVAILABILITY

20%

PROFESSIONAL PROFILE

Ms. Parker brings 38 years of technical and regulatory expertise to the supervision and management of Phase I Environmental Site Assessments and Phase II sampling projects. Throughout her career, she has conducted more than 2,000 environmental site assessments spanning diverse facilities such as industrial plants, manufacturing units, gasoline stations, dry cleaners, office and retail complexes, commercial properties, new development sites and cell tower projects. Additional areas of expertise include environmental permitting (storm water, SPCC, air), regulatory compliance, lead-based paint, asbestos mold and radon sampling.

PROJECT EXPERIENCE

- UT Student Housing - Cumberland Avenue - ACM, ESA, BVOAP, Knoxville, TN
- University of the South - Hazardous Materials, Sewanee, TN
- The Andrew Johnson Building - ACM, Knoxville, TN
- Commonwealth of KY - Student Housing - ESA, Lexington, KY
- Nine Parcels - Phase I ESA, ACM, Knoxville, TN
- South Northshore Drive Site - HUD ESA, Knoxville, TN
- First Citizens Bank Project # 22-008552-02-01 - ESA, Knoxville, TN
- Ready Mix BVOAP Assistance, Knoxville, TN
- Dunhill - Phase I ESA, Knoxville, TN
- Ready Mix - Phase I, Knoxville, TN
- University of KY - Student Housing - ESA, Lexington, KY
- Clinton Highway Property - Phase I ESA, Knoxville, TN
- Project Lemonade - 9950 Kingston Pike ESA, Knoxville, TN
- McDonalds - Phase I, Knoxville, TN
- Carvana, Knoxville, TN
- Provision CARES Proton Therapy Center - Phase I, Knoxville, TN
- 41-0026 McDonalds Kingston Pike - Phase I, Knoxville, TN
- North Gallaher View Road Site - Phase I, Knoxville, TN
- 7 Eleven - Western Avenue - Knoxville - Phase I, Knoxville, TN
- Rufus Graham Road - Holiday Inn Express - Phase I ESA, Knoxville, TN
- Sawyer Lane - Hampton Inn - Phase I ESA, Knoxville, TN
- Proposed Residence Inn Knoxville - Phase I, Knoxville, TN
- Clinton Highway Site - Phase I ESA, Knoxville, TN

WILL HENDERSON, PE | SENIOR PROJECT MANAGER/ASSOCIATE PRINCIPAL



PROFESSIONAL CREDENTIALS

Professional Engineer: TN, KY

SPECIFIC AREAS OF EXPERTISE

Construction Materials Testing and Inspection

Geotechnical Engineering

EDUCATION

Bachelor of Science, Civil and Environmental Engineering, University of Tennessee

NUMBER OF YEARS WORKING ON SCHOOL PROJECTS

8 Years

AVAILABILITY

60%

PROFESSIONAL PROFILE

Mr. Henderson is a Professional Engineer with eleven years of experience in the field of construction materials testing, with experience managing geotechnical and construction materials testing projects. He has a diversified background in construction inspection fields across Tennessee, Kentucky, Alabama and Florida and plays a senior project management role for a variety of horizontal and vertical construction projects.

PROJECT EXPERIENCE

- Caledonia Residential Halls Building 1 and 2 - UTK, Knoxville, TN
- Andy Holt Residential Hall - UTK, Knoxville, TN
- Hendersonville High School Renovation, Hendersonville, TN
- Nashville Christian School Addition, Nashville, TN
- Cartwright Elementary School, Shelbyville, TN
- Smyrna High School Additions, Smyrna, TN
- Ravenwood High School Additions, Brentwood, TN
- Thomas Magnet School Additions, Shelbyville, TN
- Liberty Elementary School Additions, Shelbyville, TN
- Bedford County - Higher Education Center, Shelbyville, TN
- TCAT Paris New Campus, Paris, TN
- TCAT McKenzie Renovation/Addition, McKenzie, TN
- NB Cook Elementary School, Pensacola, FL
- Pensacola Christian College Renovations, Pensacola, FL
- University of West Florida Renovations, Pensacola, FL
- Sherwood Elementary School Renovations, Pensacola, FL
- Beulah Elementary School, Pensacola, FL
- Kingsfield Elementary School, Cantonment, FL
- Keurig Dr. Pepper DC Plant Expansion, Knoxville, TN
- Topgolf, Knoxville, TN
- Grosvenor's Square Multi-Family, Knoxville, TN
- Lakeview at Westland Apartments, Knoxville, TN
- KUB-Emergency Generator Facilities, Knoxville, TN
- The Overlook, Knoxville, TN
- Verve Knoxville Apartments, Knoxville, TN
- Knoxville National Cemetery, Knoxville, TN
- KUB Love's Creek WWTP - Electrical Upgrades, Knoxville, TN
- The Graduate Hotel, Knoxville, TN

PETE KNIESLER, PE | PROJECT MANAGER

PROFESSIONAL CREDENTIALS

Professional Engineer: TN

CERTIFICATIONS

Radiation Safety for NUKE

OSHA Safety 30-Hour

SPECIFIC AREAS OF EXPERTISE

Project Management

Subsurface Explorations

Boring Log Layouts

Soil Classifications

EDUCATION

Bachelor of Science, Civil Engineering, Virginia Military Institute

NUMBER OF YEARS WORKING ON SCHOOL PROJECTS

8 Years

AVAILABILITY

60%

PROFESSIONAL PROFILE

Mr. Kniesler is a Geotechnical Project Manager at the Nashville ECS office with eight years of experience managing geotechnical projects and subsurface explorations in East Tennessee. His duties include supervising in-situ testing, soil classification, lab test determination, reviewing geophysical results, conducting engineering analyses and preparing reports. He also writes proposals, handles marketing and focuses on client relationships. Additionally, Mr. Kniesler serves as a Captain and operations officer at the United States Army Corps of Engineers Headquarters in Washington, D.C.

PROJECT EXPERIENCE

- LIV Knoxville - Vols View Student Housing, Knoxville, TN
- Topgolf, Knoxville, TN
- Cumberland Avenue Residential Development, Knoxville, TN
- Vols View - Geotechnical Exploration, Knoxville, TN
- KUB - Jones Street Pump Station and Force Main, Knoxville, TN
- Wal-Mart 2932-244, Knoxville, TN
- Lakeview at Westland Apartments, Knoxville, TN
- Verve Knoxville Apartments, Knoxville, TN
- WoodSpring Suites, Knoxville, TN
- Willow Place Multi-Family - Additional Exploration, Knoxville, TN
- Grosvenor's Square Multi-Family - Additional Exploration, Knoxville, TN
- South Northshore Drive Development - Geotechnical Exploration, Knoxville, TN
- Shoreline Church - Additional Geotechnical Exploration, Knoxville, TN
- Express Oil - Kingston Pike, Knoxville, TN
- Beaman Lake Site Study, Knoxville, TN
- Multi-Tenant Kingston Pike - Geotechnical Exploration, Knoxville, TN
- KUB Love's Creek WWTP - Electrical Upgrades, Knoxville, TN
- Clinton Highway - Additional Geotechnical Exploration, Knoxville, TN
- Grosvenor's Square Multi-Family - Rock Quantification, Knoxville, TN
- Retreat at Knoxville - Bank Draw Review, Knoxville, TN
- ETNG Topside Project, Knoxville, TN
- LIV Knoxville - Vols View - Sinkhole Evaluations and Recommendations, Knoxville, TN
- Kingston Pike Emergency Response Survey, Knoxville, TN

BODHI OGLE, EI | EPSC SPECIAL INSPECTOR

CERTIFICATIONS

Engineering Intern: TN

SPECIFIC AREAS OF EXPERTISE

Construction Materials Testing and Special Inspections

EDUCATION

Master of Science, Environmental Engineering, University of Tennessee

Bachelor of Science, Civil Engineering, University of Tennessee

NUMBER OF YEARS WORKING ON SCHOOL PROJECTS

7 Years

AVAILABILITY

70%

PROFESSIONAL PROFILE

Mr. Ogle serves as a Senior Inspector and Staff Project Manager at ECS with seven years of experience. He brings a diverse skill set to assist in managing various engineering projects, including geotechnical, construction materials testing, facilities and environmental projects. Mr. Ogle's responsibilities include preparing reports, proposals and invoices, as well as overseeing project progress concerning budget and collection efforts.

PROJECT EXPERIENCE

- ALDI Store #08-Knoxville, Knoxville, TN
- Keurig Dr. Pepper DC Plant Expansion, Knoxville, TN
- Knoxville National Cemetery, Knoxville, TN
- KUB-Emergency Generator Facilities, Knoxville, TN
- LIV Knoxville - Vols View Student Housing, Knoxville, TN
- Morningstar Storage, Knoxville, TN
- PSC Metals, Knoxville, TN
- The Graduate Hotel, Knoxville, TN
- The Overlook, Knoxville, TN
- Topgolf, Knoxville, TN
- Wal-Mart 2065-227, Knoxville, TN
- Wal-Mart 2310-225, Knoxville, TN
- 105 Reagan Drive, Gatlinburg, TN
- 540 Newport Cemetery Road, Huntsville, TN
- BCBS Gateway, Chattanooga, TN
- Blueberry Cell Tower, Powell, TN
- Douglas Greene, Sevierville, TN
- Express Oil Change, Ooltewah, TN
- Express Oil Change, Sevierville, TN
- Great Smoky Mountains National Park Forge Creek Bridges, Pigeon Forge, TN
- Jefferson City - Sinkhole Investigation, Jefferson City, TN
- Mapco, Sevierville, TN
- New Hope Children's Advocacy Center - SWPP, Maryville, TN
- Nokian Solar Carports, Dayton, TN
- Publix #1244 - Phase II Pavement Coring, Ooltewah, TN

BRETT LEMASTER | SENIOR INSPECTOR

CERTIFICATIONS

ACI: Concrete Field Testing

ACI: Masonry Field Testing

ICC: Reinforced Concrete

ICC: Structural Masonry

Troxler Nuclear Gauge Safety

Troxler Hazmat

ATI Radiation Safety Officer Portable Density/Moisture Gauge Training

SPECIFIC AREAS OF EXPERTISE

Construction Materials Testing and Special Inspections

EDUCATION

Master of Science, Medical Physics, San Diego State University,

Bachelor of Science, Physics, California Polytechnic University

NUMBER OF YEARS WORKING ON SCHOOL PROJECTS

8 Years

AVAILABILITY

80%

PROFESSIONAL PROFILE

Mr. LeMaster is a seasoned Senior Inspector with a robust background in field testing and project management for commercial materials testing. With over a decade of experience in commercial earthwork and grading, Mr. LeMaster brings a wealth of knowledge and expertise to his role. His academic foundation in physics complements his practical experience, enabling him to effectively manage and execute complex testing projects. Mr. LeMaster is committed to delivering high-quality results and making certain that projects meet industry standards and client expectations.

PROJECT EXPERIENCE

- Caledonia Residential Halls Building 1 and 2 - UTK, Knoxville, TN
- Firestone Complete Auto Care, Knoxville, TN
- Grosvenor's Square Multi-family, Knoxville, TN
- LIV Knoxville - Vols View Student Housing, Knoxville, TN
- Verve Knoxville Apartments, Knoxville, TN
- Bald River Falls Bridge Replacement, Tellico Plains, TN
- Barnard - Nolichucky Dam, Greeneville, TN
- Campbell Co Airport - RPR/Quality Assurance, Jacksboro, TN
- Cook Out Restaurant, Kingston, TN
- Cook Out Restaurant, Lenoir City, TN
- KIG Site Preparation Project, Harriman, TN
- Racetrac, Bulls Gap, TN
- Sequatchie Valley Lewis Chapel Substation, Dunlap, TN
- Wal-Mart, Jacksboro, TN
- Walmart Supercenter, Sevierville, TN

ADAM DUSHECK | SENIOR INSPECTOR/LABORATORY MANAGER

CERTIFICATIONS

OSHA 10-Hour

Nuclear Gauge Inspector

ICC: Soils

ACI: Concrete Field Testing

ACI: Concrete Strength Testing

ACI: Concrete Laboratory Testing

ACI: Concrete Aggregate Base Testing

ACI: Aggregate Testing

TDOT Asphalt Batch Plant

SPECIFIC AREAS OF EXPERTISE

Construction Materials Testing and Special Inspections

Laboratory Testing

CE&I

Surveying

EDUCATION

Physics Studies, University of Minnesota Duluth

NUMBER OF YEARS WORKING ON SCHOOL PROJECTS

7 Years

AVAILABILITY

80%

PROFESSIONAL PROFILE

Mr. Dusheck, an engineering professional with over eight years of experience in East Tennessee's construction industry, excels in Special Inspections, field and lab testing, soil boring layout, site reconnaissance, sample collection, preparation and reporting. His expertise spans CE&I, surveying, foundations, soils, aggregates, reinforcing steel, concrete, grout, masonry and asphalt inspections.

PROJECT EXPERIENCE

- LIV Knoxville - Vols View Student Housing, Knoxville, TN
- Caledonia Residential Halls Building 1 and 2 - UTK, Knoxville, TN
- Andy Holt Residential Hall - UTK, Knoxville, TN
- Keurig Dr. Pepper DC Plant Expansion, Knoxville, TN
- Topgolf, Knoxville, TN
- Grosvenor's Square Multi-Family, Knoxville, TN
- KUB - Jones Street Pump Station and Force Main, Knoxville, TN
- Wal-Mart 2932-244, Knoxville, TN
- Lakeview at Westland Apartments, Knoxville, TN
- KUB-Emergency Generator Facilities, Knoxville, TN
- The Overlook, Knoxville, TN
- Verve Knoxville Apartments, Knoxville, TN
- WoodSpring Suites, Knoxville, TN
- RaceTrac, Knoxville, TN
- Morningstar Storage, Knoxville, TN
- Express Oil - Kingston Pike, Knoxville, TN
- Western Plaza Redevelopment, Knoxville, TN
- Tidal Wave, Knoxville, TN
- Knoxville National Cemetery, Knoxville, TN
- KUB Love's Creek WWTP - Electrical Upgrades, Knoxville, TN
- Amazon DNA6, Knoxville, TN
- Grosvenor's Square Multi-family - Rock Quantification, Knoxville, TN
- Retreat at Knoxville - Bank Draw Review, Knoxville, TN
- The Graduate Hotel, Knoxville, TN
- Valvoline Instant Oil Change, Knoxville, TN

MICHAEL PIERCEY, CWI , UT III | STEEL INSPECTOR

CERTIFICATIONS

American Welding Society, Certified Welding Inspector

ASNT NDT Level III, Ultrasonic Testing

SPECIFIC AREAS OF EXPERTISE

Radiographic

Liquid Penetrant

Magnetic Particle

Leak Test-Vacuum Box

Visual Testing

Ultrasonic

Phase Array Ultrasonic

Quality Control/SI

Commercial Diving

EDUCATION

National Polytechnical College of Oceaneering and Engineering (Commercial Diving and NDT Training)

NUMBER OF YEARS WORKING ON SCHOOL PROJECTS

10 Years

AVAILABILITY

60%

PROFESSIONAL PROFILE

Mr. Piercey is a specialist in nondestructive examinations with over 15 years of experience, proficient in radiographic, ultrasonic, phased array ultrasonic, magnetic particle, liquid penetrant and visual examination methods. He manages and executes a variety of welding inspection and testing projects, including in-situ and laboratory testing of welding, steel materials and forgings for horizontal and vertical construction across sectors such as pressure vessels, dams, aviation, aerospace, petrochemical, bridges, pipelines and nuclear. He is also responsible for structural steel Special Inspections.

PROJECT EXPERIENCE

- LIV Knoxville - Vols View Student Housing, Knoxville, TN
- Caledonia Residential Halls Building 1 and 2 - UTK, Knoxville, TN
- Andy Holt Residential Hall - UTK, Knoxville, TN
- North Knoxville Medical Center - Patient Tower Addition, Powell, TN
- Grosvenor's Square Multi-family, Knoxville, TN
- Firestone Complete Auto Care, Knoxville, TN
- Lakeview at Westland Apartments, Knoxville, TN
- Express Oil - Kingston Pike, Knoxville, TN
- Jim N Nicks, Knoxville, TN
- Tidal Wave, Knoxville, TN
- Valvoline Instant Oil Change, Knoxville, TN
- Ulta 1860, Knoxville, TN
- VUMC Link Building, Nashville, TN
- Modera McGavock, Nashville, TN
- VUMC Central Parking Garage Expansion, Nashville, TN
- 1111 Church Street Residences, Nashville, TN
- Tanger Outlets, Antioch, TN
- Beckwith Industrial South, Mt. Juliet, TN
- River North Building 'E' - The Wayward, Nashville, TN
- Hayes Street Development, Nashville, TN
- Nashville Yards Parcel 9, Nashville, TN
- APSU - Health Professions Building, Clarksville, TN
- LIV Anthem, Nashville, TN
- BNA Concourse D Extension, Nashville, TN
- Lebanon Pike - Multi-family Residential, Nashville, TN

THOMAS HANNA | SPECIALTY TECHNICIAN

CERTIFICATIONS

Magnetic Testing (MT)

Penetrant Testing (PT)

Ultrasonic Testing (UT)

Visual Testing (VT)

SPECIFIC AREAS OF EXPERTISE

Radiography

Ultrasonic Testing

Magnetic Particle Testing

Liquid Penetrant Testing

Visual Testing

EDUCATION

American Institute of Nondestructive Testing

NUMBER OF YEARS WORKING ON SCHOOL PROJECTS

4 Years

AVAILABILITY

80%

PROFESSIONAL PROFILE

Mr. Hanna is a dedicated Specialty Technician with a strong foundation in non-destructive testing. He brings four years of experience from outside ECS, enriching his expertise in the field. Mr. Hanna holds Level II certifications in Magnetic Particle Testing (MT), Penetrant Testing (PT), Ultrasonic Testing (UT) and Visual Testing (VT), showcasing his proficiency and dedication to maintaining high standards in his work. He is experienced in Radiography, Ultrasonic Testing, Magnetic Particle Testing, Liquid Penetrant Testing and Visual Testing. Mr. Hanna's technical skills and commitment to continuous improvement make him a valuable asset in the field of non-destructive testing.

PROJECT EXPERIENCE

- LIV Knoxville - Vols View Student Housing, Knoxville, TN
- VUMC Link Building, Nashville, TN
- 5 City Boulevard, Nashville, TN
- VUMC Central Parking Garage Expansion, Nashville, TN
- Beckwith Industrial South, Mt. Juliet, TN
- Canopy, Nashville, TN
- Modera Nations, Nashville, TN
- Rochelle Center, Nashville, TN
- 12 South Townhomes, Nashville, TN
- Runway Logistics 1, Nashville, TN
- HV Land Co - Retaining Wall, Nashville, TN
- 14th Avenue North Lofts, Nashville, TN
- The Village at Church of the City, Franklin, TN
- Rooms to Go, Mt. Juliet, TN
- Bounty Club, Nashville, TN
- Bedford County - Higher Education Center - TCAT, Shelbyville, TN
- Bulls-Eye Three Century Farms, Nashville, TN
- Stokes Field, Clarksville, TN
- Riverdale High School - Addition and Renovation, Murfreesboro, TN
- Noble Education Charter School - Phase 2, Antioch, TN
- Plainview Public Health and Safety Special Inspections, Christiana, TN
- Congress Parkway Shopping Development, Athens, TN
- Oakland High School - Addition and Renovation, Murfreesboro, TN
- Chipotle #4690 Donelson, Nashville, TN

PART V: PROJECTS AND WORKLOAD

List no more than Five (5) Current or Past Projects of Similar Scope Completed in the Last Five (5) Years



Caledonia Residential Halls - Building 1 and 2, Knoxville, TN

Summary of Work Performed: ECS provided construction materials testing and Special Inspection services for two nine-story student housing buildings on the University of Tennessee Knoxville campus. These Type IB buildings featured insulated precast panels and decks as their primary structural system and included communal kitchens, laundry facilities, multiple lounge areas, study rooms, management offices and ancillary spaces. Separated by a plaza, the structures were supported by a deep foundation system using micropiles to reinforce existing subsoils, allowing for shallow foundations with column footings and continuous wall footings. The buildings consisted of foundation walls, concrete slabs, shear walls, columns, structural masonry, structural steel and concrete over metal decks.
Start and Completion Date: 12/26/23; 8/11/24
Initial Budget and Final Costs: $100,000; $100,000
Client Contact: Casey Anderson, 225.328.0630, casey.anderson@risere.com
Services Provided: Construction Materials Testing and Special Inspection Services

Andy Holt Residential Hall, Knoxville, TN

Summary of Work Performed: ECS provided construction materials testing and Special Inspection services for the construction of the Andy Holt Residence Hall #4 at the University of Tennessee, Knoxville. This seven-story building is designed to accommodate approximately 750 first and second-year students, offering furnished one- and two-bedroom suites with bathrooms, staff offices and student lounge areas. The structure was supported by a deep foundation system using micropiles to reinforce the existing subsoils, enabling the use of shallow foundations with column footings and continuous wall footings. The building incorporated foundation walls, concrete slabs, shear walls, columns, structural masonry, structural steel and concrete over metal decks.
Start and Completion Date: 12/22/23; 8/11/24
Initial Budget and Final Costs: $150,000; $150,000
Client Contact: Casey Anderson, 225.328.0630, casey.anderson@risere.com
Services Provided: Construction Materials Testing and Special Inspection Services

Verve Knoxville Apartments, Knoxville, TN

Summary of Work Performed: ECS provided comprehensive services for a 15-story, 316,000 SF apartment structure, including a Phase I Environmental Site Assessment and extensive subsurface exploration with coring at up to 80 locations to evaluate bedrock conditions. ECS also conducted construction materials testing and Special Inspection services. The building featured a six-level cast-in-place concrete podium for parking, with commercial spaces on the ground level, topped by nine stories of light gauge metal framing for residential units. Supported by a deep foundation system of micropiles and drilled shafts, the structure included foundation walls, concrete slabs on grade, elevated post-tensioned concrete slabs, retaining walls, transition walls, pedestals and columns, structural masonry, light gauge metal framing and structural steel.
Start and Completion Date: 5/31/24; 8/11/24
Initial Budget and Final Costs: $250,000; $250,000
Client Contact: Will Stajduhar, 618.830.2116, WStajduhar@subtextliving.com
Services Provided: Geotechnical, Environmental, Construction Material Testing and Special Inspection Services

University of Tennessee - Knoxville - IAQ Mold Assessment, Knoxville, TN

Summary of Work Performed: ECS conducted a limited indoor air quality (IAQ) and mold assessment on a multi-story building occupies by several agencies of the University. Fungal growth was reported in the basement of the building. ECS performed an IAQ and mold assessment in the basement of the building for airborne mold spores, surface mold spores, viable mold spores and general comfort parameters.
Start and Completion Date: 7/25/17; 12/30/17
Initial Budget and Final Costs: $10,000; $10,000
Client Contact: Bryan Goldberg, 865.255.5427, bryan.goldberg@us.belfor.com
Services Provided: Environmental Services

Jones Street Pump Station and Force Main Inspection, Knoxville, TN

Summary of Work Performed: ECS provided inspection and monitoring services for a new pump station with a depth of 47 feet, which included a surface parking lot and a storage area for natural gas tanks for the Knoxville Utilities Board (KUB). The project involved the installation of a new 24-inch diameter force main that extended north from the pump station to the existing pump station, then turned west along the Tennessee River for approximately 960 linear feet. The force main continued under the Tennessee River, ultimately terminating at an existing manhole on the TVA property, just east of Calhoun's Restaurant.
Start and Completion Date: 7/25/21; 10/11/21
Initial Budget and Final Costs: $5,000; $5,000
Client Contact: Justin Cumby, 931.528.5171, justin@jcumbyconstruction.com
Services Provided: Special Inspection Services



ECS' PROJECTED WORKLOAD

Currently, ECS' workload is considered normal, with numerous ongoing projects but none that would have an impact on the personnel assigned for this contract. The firm has abundant resources that allow us to staff projects to meet client requirements and project schedules. These resources and the nature of the services we provide enable ECS to provide staffing for projects that range in size and schedule from a few weeks up to and including complex, multi-year projects like this project.

Provide Evidence of Licensure to Practice Engineering in the State of Tennessee

Summary

License
8169
Engineering Firm - General
A&E Engineering Firm
Architects and Engineers

Status
Active

Original Licensure Date
01/28/2016

Status Effective Date
06/30/2018

Rank Effective Date
06/30/2018

Contact Information

Mailing Address
KNOXVILLE, Tennessee 37921
Knox, United States

Business Address
KNOXVILLE, Tennessee 37921
Knox, United States

Provide Evidence of Appropriate Insurance Coverage - General Liability

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/4/2024

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 Arthur J. Gallagher Risk Management Services, LLC 14026 Thunderbolt Place Ste 200 Chantilly VA 20151	**CONTACT NAME:** **PHONE (A/C, No. Ext):** 703-988-0900 **FAX (A/C, No):** 703-988-9498 **E-MAIL ADDRESS:** Joelle_Cutro@ajg.com
INSURED ECS Southeast, LLC 14030 Thunderbolt Place Suite 500 Chantilly VA 20151	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** The Cincinnati Insurance Company / 10677 **INSURER B :** Federal Insurance Company / 20281 **INSURER C :** Bankers Standard Insurance Company / 18279 **INSURER D :** ACE American Insurance Company / 22667 **INSURER E :** Cincinnati Insurance Company / 10677 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 533763221 **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 X Contractual Liab X X C U Incl GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	ENP 0219991	12/1/2024	12/1/2025	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 $ 500,000 $ 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 [ ] [ ]	Y	Y	EBA 0559255	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0	Y	Y	79891344	12/1/2024	12/1/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	(25) 7176-41-67	12/1/2024	12/1/2025	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
E D	Excess Liability Pollution Liability	Y	Y	EXS 0220000 CPMG28192289	12/1/2024 12/1/2024	12/1/2025 12/1/2025	Occ/Aggr Per Incident/Aggr	$5,000,000 $15,000,000

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

Re: Proof of Insurance

CERTIFICATE HOLDER

SAMPLE CERTIFICATE

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

Frank Anderson

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Provide Evidence of Appropriate Insurance Coverage - Professional Liability

ECSSOUT-02 KMCGUFFIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/18/2024

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	CONTACT NAME:	
Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company (CNA) A, XV	20443
INSURED ECS Southeast, LLC 4811 Koger Boulevard Greensboro, NC 27407	INSURER B :	
	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	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab.			AEH254030538	6/15/2024	6/15/2025	Per Claim/Aggregate	1,000,000

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

CERTIFICATE HOLDER

EVIDENCE OF COVERAGE

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

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Provide Information of Any Litigation in Which the Firm Has Been Involved Within the Past Five (5) Years

FIVE YEAR LOOKBACK ON LITIGATION INVOLVING ECS SOUTHEAST, LLC
As of September 20, 2024

KMW Builders, LLC v John H Wilson and Son Paving and Grading, Inc., et al	Guilford County (NC) Superior Court	Settled	General allegations of violations of the standard for care with respect to the design of a retaining wall and slope.	Raleigh	October 2019
TRIDAS Properties, LLC v. Coastal Engineering & Testing Company, Inc. et al	Berkeley County (SC) Court of Common Please	Dismissed	A variety of vague allegations regarding various construction defects.	Charleston	April 2020
Andrick v. MSP Construction and Development, LLC, et al.	Wake County (NC) Superior Court	Dismissed	Allegations against multiple parties including breach of the standard of care in boring selection in slab-on-grade structure	Raleigh	May 2020
Archer Western Contractors, LLC v. State of North Carolina, et. al.	Wake County (NC) Superior Court	Settled	Allegations of delay, breach of the standard of care, uncompensated change orders against the State and members of its design team	Raleigh	June 2020
Travelers Casualty and Surety Company of America v. State of North Carolina, at al.	Wake County (NC) Superior Court	Settled	Companion to Archer Western Case (above). Travelers seeking recovery for sums paid under under the performance bond.	Raleigh	June 2020
West Cobb Senior Living v. Brasfield and Gorrie, LLC, et al.	Cobb County (GA) Superior Court	Dismissed on Motion	Allegations against contractors and design teams for alleged defects in an MSE wall and earthen retaining pond dam structure.	Atlanta	August 2020
Touchstone v. Beverly-Grant, Inc.	Buncombe County (NC) Superior Court	Settled	Allegations related to installation of helical piers that caused property damage to adjacent property	Raleigh	February 2021
Henderson Place, LLC v . John H Wilson & Son Grading and Paving, Inc., et al.	Wake County (NC) Superior Court	Dismissed on Motion	Allegations that defendants knew or should have known about HOA intent to transfer roads to NCDOT	Asheville	February 2021
Firstline Ins. Co. (as subrogee) v. LaGasse Properties, LLC	Davidson County (TN) Circuit Court	Dismissed	Nonspecific Allegations of Damages Related to A Collapsed Wall	Nashville	August 2021
Elm Street Hotel, LLC v. ECS Southeast LLC	Guilford County (NC) Superior County	Settled	Allegations of Property Damages Related to Drilling on Adjacent Property	Greenville	August 2021
Epcon Wesley Chapel LLC v. Summit Eng. Lab. & Testing, Inc., et al.	Mecklenburg County (NC) Superior Court	Settled	Allegations of movement in MSE wall	Charlotte	August 2021
Beltway Logistics, LLC v. Catamount Constructors, Inc.	Mecklenburg County (NC) Superior Court	In Discovery	Allegations due to slope failure of unknown causation	Charlotte	April 2022
Wolfpack Holdco, LLC v. ATC Group Services, LLC, et al.	Mecklenburg County (NC) Superior Court	Dismissed	Allegations related to sewer trench collapse, slope failure and building settlement	Charlotte	May 2022
Roseboom v. Lennar Homes, et al	York County (SC) Court of Common Pleas	Settled	Alleged defects against all contractors, designers and the HOA in home construction and maintenance	Charleston	November 2022
Kalulo Development v. MV Commercial Construction, Inc.	Charleston County (SC) Court of Common Pleas	In Multiparty Mediation	Alleged breach of standard of care due to complaints of water instruction through the floor of a concrete pad.	Charleston	April 2023
Garrison Branch Acquisitions, LLC v. Site Development Corporation; Southern Development Corporation v. ECS Southeast, LLP	Buncombe County (NC) Superior Court	In Discovery; Dispositive Motions Pending	Vague allegations from defendant related to ECS' finding that prior site work by Southern Development was defected	Asheville	December 2023
Jedco Properties, LLC v. Robert Lively, Jr. & Associates, et al.	4th Judical District, Parish of Ouachita (LA)	In Discovery	Allegations against multiple parties of a failed seawall design.	Baton Rouge	February 2024

We do not include collection and lien actions filed by ECS Southeast, personnel matters, or bankruptcy matters in which ECS Southeast is a creditor.

PART VII: CONFLICT OF INTEREST STATEMENT

ECS is unaware of any current conflicts of interest and cannot foresee any future conflicts of interest that could impact the personnel or resources of the company and thereby jeopardizing our objectivity as it relates to construction testing services for this contract. If a conflict of interest should arise, our team would immediately notify the owner and take any steps necessary to rectify the conflict.

Knox County Insurance Checklist - Exhibit A

EXHIBIT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR QUALIFICATIONS #3646

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
		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	$2,000,000	
		PROFESSIONAL LIABILITY		
YES	10.	X 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.	GARAGE KEEPER'S DIRECT 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 LISTED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO; ENDORSEMENT PAGE(S) WILL BE PROVIDED AS LONG AS THE CONTRACT IS IN EFFECT.**

22. **CERTIFICATE OF INSURANCE SHALL SHOW THE QUALIFICATION NUMBER AND TITLE.**

23. **OTHER INSURANCE REQUIRED_____.**

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE RESPONDENT NAMED BELOW AND HAVE ADVISED THE RESPONDENT OF REQUIRED COVERAGE.

Agency Name: Ames & Gough **Authorizing Signature:** Jay A Bateson

RESPONDENT'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

Respondent Name: Mark Luskin, PE, PG **Authorizing Signature:** Mark Luskin

Knox County Insurance Checklist - Exhibit A

EXHIBIT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR QUALIFICATIONS #3646

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
		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	$2,000,000	
		PROFESSIONAL LIABILITY		
YES	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.	GARAGE KEEPER'S DIRECT 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 LISTED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO; ENDORSEMENT PAGE(S) WILL BE PROVIDED AS LONG AS THE CONTRACT IS IN EFFECT.

22. CERTIFICATE OF INSURANCE SHALL SHOW THE QUALIFICATION NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED_____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE RESPONDENT NAMED BELOW AND HAVE ADVISED THE RESPONDENT OF REQUIRED COVERAGE.

Agency Name: Arthur J Gallagher Risk Management Services, LLC **Authorizing Signature:** Frank Anderson

RESPONDENT'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

Respondent Name: Mark Luskin, PE, PG **Authorizing Signature:** Mark Luskin

Affidavit of Compliance with Iran Divestment Act/No Boycott of Israel - Exhibit B

EXHIBIT B
REQUEST FOR QUALIFICATIONS #3646

AFFIDAVIT OF COMPLIANCE
IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL

Comes Mark Luskin, PE, PG, for and on behalf of
(Printed name of Principal Officer of Company)

ECS Southeast, LLC, (the "Company") and, after being duly authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

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.

Mark Lusk
Signature

Title: Vice President

Sworn to and subscribed before me, a Notary Public, this 22 day of April, 2025

Carol Markum

Notary Public
My Commission Expires:
12/7/27

CAROL MARKUM
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON

Affidavit of Compliance with Tennessee Criminal History Records Check - Exhibit C

EXHIBIT C
REQUEST FOR QUALIFICATIONS #3646

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with response by contractor)

I, Mark Luskin, PE, PG, President or other Principal

Officer of ECS Southeast, LLC (Name of Company), swear or affirm that the 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 qualification 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.

Mark Luskin
President or Principal Officer

For: ECS Southeast, LLC
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by Mark Luskin,

President or Principal Officer of ECS Southeast, LLC,

On this 22 day of April 2025.

Carol Markum
Notary Public

My Commission expires: 12/7/27

CAROL MARKUM
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON





CONSTRUCTION MATERIALS TESTING

Construction Materials Testing (CMT) primarily involves testing structural materials used to build new projects from the ground up, materials and components used to construct new additions or new components being added to an existing facility. These include earthwork, shallow and deep foundations, destructive and non-destructive concrete testing, wood construction observations, structural masonry, structural steel, sprayed-on fireproofing, Exterior Insulation and Finish Systems (EIFS), roofing evaluation and testing and asphalt pavement evaluation and testing. Our unique electronic reporting system delivers field and laboratory reports rapidly, giving the construction team valuable information on a timely basis. The majority of test reports are reviewed by ECS engineers and delivered via email to the project team within 24 to 36 hours of the test and/or observation.

SERVICES INCLUDE

Observation Services - help document that construction materials within new elements meet the designer's intent

Special Inspections - test items that require a construction materials testing and inspection program to be conducted by a third party, specifically including new buildings

Third-Party Code Compliance - is jurisdictionally approved evaluations performed in place of services usually conducted by a local building code inspector which can only be requested / approved by local municipal code inspectors

Civil Construction Testing - observes and tests civil elements such as parking lots, utilities, stormwater ponds, drainage systems, asphalt, concrete curbs, pavement and some retaining walls

WHY ECS

- Certified personnel
- Accredited facilities
- Industry-leading electronic reporting (compliance/non-compliance reporting) within 24 to 36 hours
- Rapid providers of innovative solutions for earthwork and foundation construction
- Experienced construction materials testing/Special Inspection professional and technical staff
- Industry-leading project budget management systems
- Advanced soil and materials testing capability





SPECIAL INSPECTIONS

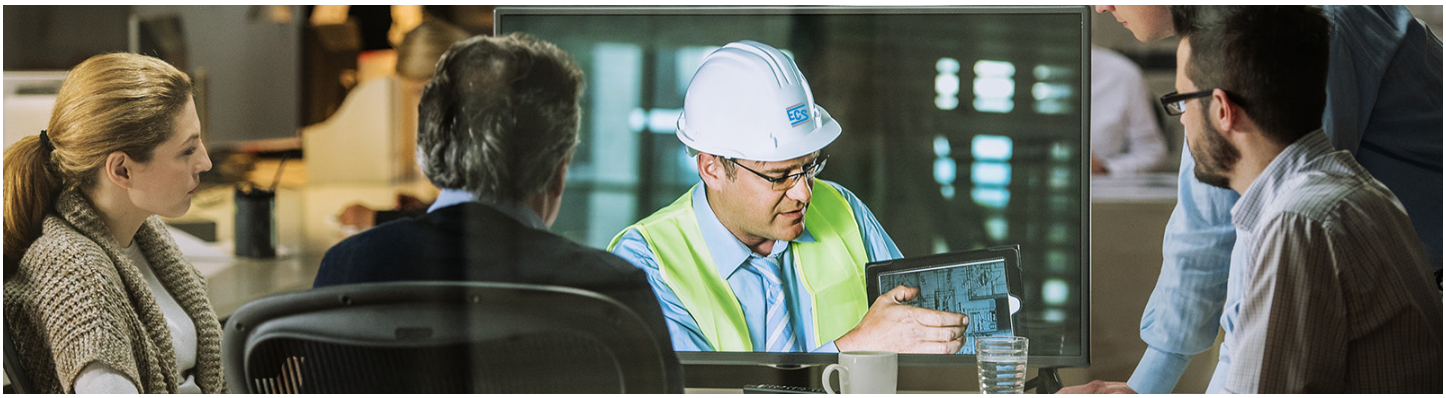
ECS is capable of providing Special Inspections on your project. Our special inspectors are responsible for performing concrete testing, bolt and welding testing/inspections, masonry/precast inspections and other quality control testing services. All necessary personnel maintain the necessary certifications as well as any certifications (NICET, ACI, ICC, CWI, etc.) applicable to the testing/inspection services being performed.

ECS is qualified to perform Special Inspections (SI) projects and provides testing and Special Inspection services based on NCBC Chapter 17 Structural Tests and Special Inspections.

Technical Certifications

In order to meet the requirements of the Special Inspections program, ECS has developed in-house training programs that produce certified technicians at all levels. ECS currently has staff holding the following certifications and registrations available for Special Inspection projects:

- ICC - Reinforced Concrete
- ICC - Bolting Certification
- ICC - Prestressed Concrete Certification
- ICC - Structural Steel and Welding Certification
- ICC - Masonry Certification
- ICC - Spray-Applied Fireproofing Certification
- NICET – Levels I, II & III (soils, concrete & asphalt)
- PCI - Levels I & II
- PTI - Levels I & II
- American Concrete Institute
- AWS Certified Welding Inspector Certifications
- Nuclear Density Gauge
- 40-Hour HAZWOPER
- EIFS Certifications
- FACE Company Certified Floor Flatness Certifications
- Registered Professional Engineers
- Registered Professional Geologists
- Engineering Interns



GEOTECHNICAL ENGINEERING

ECS develops tailored geotechnical exploration programs in support of each client's specific project. We know what is below the surface can be as crucial and complex as the structure it supports. Our team approach to geotechnical engineering extends beyond simply providing engineering data. We educate our clients about the risks and benefits of the engineering recommendations we provide.

SERVICES INCLUDE

Subsurface Explorations, Assessments and Design - incorporating our extensive subsurface database for local geologies

Geophysical Surveys - including seismic refraction, electrical resistivity, refraction microtremor, SASW and ground penetrating radar, as well as associated geotechnical engineering and design services

Geotechnical Construction Consulting - to support construction projects including value engineering review, sample testing, laboratory testing for soil modification and evaluation of foundation bearing conditions

Specialized In-situ (in place) Soil/Rock Testing - utilizing the following methods: Pressuremeter (PMT), Cone Penetrometer (CPT), Dilatometer (DMT) to provide the project team with cost effective recommendations for foundations supporting buildings and infrastructure

Reinforced Earth Structures, Slopes and Retention Design - based on specific site conditions utilizing industry-leading analysis and design software

Deep Foundation Testing - services using industry-leading devices such as the Pile Driving Analyzer (PDA), Cross Hole Sonic Logging (CSL) for drilled shaft testing and low-strain integrity testing using the Pile Integrity Tester (PIT)

Geotechnical Instrumentation - for monitoring structure movement during construction including remote, automated total stations, scan stations, inclinometers, piezometers, extensometers, tilt meters, crack gauges and vibration monitoring

Geostructural Design - for building elements containing soil-structure interaction such as soil nail walls, ground anchor supported retention systems, excavation support systems, micropiles, underpinning and soil improvement (aggregate pier designs, stone columns, vibro densification, grouting)

WHY ECS

- Expertise in each market
- Advanced exploration capability
- Industry-leading in-situ testing
- Advanced geotechnical laboratory testing capability
- Advanced proprietary geotechnical analysis systems
- Proven geotechnical value engineering experts





ENVIRONMENTAL SERVICES

The ECS Environmental Services Group has experience with due diligence requirements and knowledge of federal, state and local regulations to help our clients manage specific environmental conditions that may be encountered on project sites. Our professionals listen to the needs and concerns of our clients and provide timely and cost-effective solutions that help our clients meet their goals.

SERVICES INCLUDE

Phase I and II Environmental Site Assessments - to determine environmental conditions at a site and investigate them with regard to presence and extent

Phase III Feasibility Study and Remedial Design - to help determine an effective approach to remediate a site commensurate with pertinent regulations as well as goals of the individual project. At ECS, we have developed a knowledge and experience base that has served the needs of our clients for decades

Wetland Delineation and Permitting - to determine potential impacts associated with development projects. Work may include federal/state permitting, stream mitigation monitoring and/or mitigation banking

Asbestos and Lead-Based Paint Services - to identify the presence and location of asbestos and lead-based paint, develop abatement specifications, removal monitoring services, clearance sampling and AHERA compliance management services

Indoor Air Quality Assessment (IAQ) - to find cost-effective solutions for issues associated with potential indoor air contaminant sources, sick buildings, mold and moisture problems, ventilation studies and radon

Hydrogeologic and Groundwater Resources Services - to provide expertise for projects involving high-yield well siting, well testing, groundwater impact analysis and more

WHY ECS

- Decades of well-rounded experience
- Relationship with regulatory agencies
- Unique understanding of all levels of due diligence
- An internal support structure to guide our clients through the entire development process
- Technologically savvy
- Well-educated, professional staff capable of handling many different types of projects
- Commitment to quality
- Hands-on experience with a diverse client base
- Knowledge of financial institutions' due diligence requirements



FACILITIES CONSULTING

ECS approaches property and facility management consulting services from your perspective. ECS delivers solutions to reduce your risk. We offer a full range of engineering consulting services for both existing and new buildings, working closely with each client to identify their specific needs. Our team of problem solvers understand the challenges faced in today's environment and provide real-world solutions to achieve your compliance, sustainability and performance goals.

SERVICES INCLUDE

Due Diligence Services - include property condition assessments, accessibility compliance assessments, bank draw reviews and pre- and post-construction surveys. In all cases, ECS helps our clients understand the condition of their property and helps them mitigate risks during the construction process.

Structural and Special Testing Services - include everything from load testing, material sampling and testing, to structural assessments, forensic investigations and limited structural design. From pedestrian bridges and retaining walls to parking garages, fall protection anchors and portfolio assessments, ECS' structural engineers bring a wealth of experience to your project.

Building Envelope Consulting and Testing Services - are provided throughout the project life cycle to clearly identify and verify that the performance meets or exceeds the team's expectations for schedule and budget, as well as occupant comfort through the analysis and verification of heat, air, moisture and acoustic controls.

Code Compliance Services - help our clients achieve code compliance in areas such as accessibility, energy conservation and specialty ventilation systems. ECS also serves to expedite building permit acceptance in many local jurisdictions.

WHY ECS

- We are Engineers, Architects and Building Scientists enabling your project to achieve and maintain compliance, sustainability and performance
- We understand your challenges and we deliver your solutions





CODE COMPLIANCE

Privatized code compliance services go by many names: private provider inspections, third-party code compliance, third-party inspection program, municipal services and plan review for code compliance, to name a few. These refer to when an owner/developer, general contractor, design professional or others engage with a licensed engineering firm for code compliance plan review, permit coordination and inspection services as a precursor to, or in lieu of, working directly with the building department at the authority-having jurisdiction (AHJ, or municipality).

- Code Compliance
- Structural and Architectural
- Mechanical, Electrical, Plumbing and Fire Protection
- ADA Accessibility, Framing and Fire-Resistance Rating
- Lighting, Power, Wiring, Grounding Methods
- HVAC, Exhaust, Refrigeration and Fuel Gas Systems
- Domestic Water, Sanitary Sewer and Stormwater
- Energy

ECS employs ICC Master Code Professionals, DCRA Approved code compliance professionals and licensed Professional Engineers/Architects.

Third Party Inspection Program (TPIP)

The ECS TPIP team provides experienced multi-trade inspectors to facilitate your commercial, residential and institutional projects. We proactively consult with the project team to identify manufacturer's installation recommendations that may be allowed per exceptions in the applicable code. ECS endeavors to save our clients time and money while complying with jurisdictional requirements and satisfying the intent of the code.

Resume for Code Compliance Services

SHEA JOHNSON, CFPE, FI-II | CODES PLAN DEPARTMENT MANAGER

PROFESSIONAL CREDENTIALS

Certified Code Inspector: TN

ICC Certified Fire Plans Examiner

CSFM Fire Protection Specialist
CSFM Fire Prevention Officer CSFM
Fire Marshal (T)

CSFM/ICC Fire Inspector II

CA/TN General Contractor

SPECIFIC AREAS OF EXPERTISE

Fire and Building Code Analysis

Project Management

Construction Engineering

Quality Assurance Observations

Fire Protection Plan Review

Fire Protection Inspections

Fire Life Safety

Residential and Commercial Construction

EDUCATION

Associate of the Arts, Liberal Studies, Moorpark College

PROFESSIONAL PROFILE

Mr. Johnson brings 27 years of experience and leadership in Building Construction and Code Compliance. He is responsible for the Building and Code Compliance department and overseeing code compliance projects, including project management, reviewing plans, providing technical support and conducting inspections. He is an ECS Code Compliance Department Manager working out of our Nashville, TN office. Mr. Johnson has technical expertise in areas such as building and fire codes, alternate means and methods, code interpretations, fire protection systems, operational permits, high-piled combustible storage, fire protection design, land-use pre-fire planning, fire protection plan review and inspections. Mr. Johnson has performed over 2,000 plan reviews and over 10,000 field inspections for overall code compliance and fire protection systems throughout his career.

PROJECT EXPERIENCE

- Highline at Knoxville - PCA, Knoxville, TN
- Lemonade - 11140 Kingston Pike - PCA, Knoxville, TN
- Lemonade - 244 Andrew Johnson Hwy - PCA, Knoxville, TN
- Lemonade - 9950 Kingston Pike - PCA, Knoxville, TN
- Woodspring Suites - BE Consulting and QAO, Knoxville, TN
- 151 1st Avenue South - Building Envelope QA, Nashville, TN
- 107 4th Avenue North - Third Party Inspections, Nashville, TN
- 801 Church - Building Envelope Consulting and QAO, Nashville, TN
- BNA Nashville International Airport - ELD Roof Testing, Nashville, TN
- 50 Music Square West Hotel - BE QAO, Nashville, TN
- The Gulch - Canopy and Homewood Suites - BE QAO and Testing, Nashville, TN
- ServiceSource Building - Building Envelope Consulting, Nashville, TN
- 1501 Herman Street Apartments - Building Envelope, Nashville, TN
- Metro Water Service Offices - Building Envelope Testing, Nashville, TN
- 210 Cumberland Bend - Electrical - Third Party Inspections, Nashville, TN
- 900 at Cleveland Park - Third Party Inspections, Nashville, TN
- Nashville SC Training Facility - BE QAO and Testing, Antioch, TN
- Cumberland Bend - Mechanical - Third Party Inspections, Nashville, TN
- HIW_Pinnacle Bank Garage - Fireproofing, Nashville, TN
- 900 Church Street- Building Envelope Consulting and QAO, Nashville, TN
- Holiday Inn - Patriot Way - Third Party Inspections, Nashville, TN



FULLY DIGITIZED CMT REPORTING AND DISTRIBUTION

Since 1988, ECS field technicians have been utilizing our proprietary Field Report and Electronic Distribution (FRED) system. This completely digital method of construction material testing information allows for a quick, efficient and accurate reporting process.

field technicians write reports on-site using a hand-held electronic device

reports are transmitted to the office

project manager / principal engineer review and approve reports

client receives report via email, within hours of completion

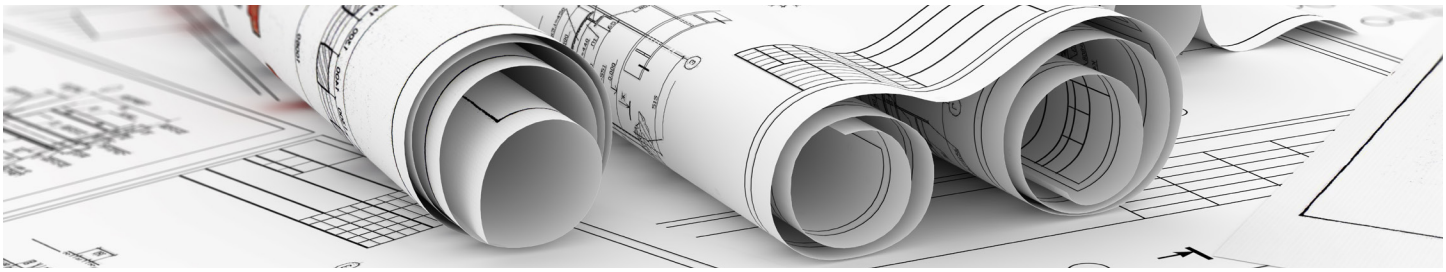
SPEED • ACCURACY • VALUE • EFFICIENCY

WHAT THIS MEANS FOR OUR CLIENTS

With FRED, finalized reports are typically delivered in two business days or less (often less than one day) from when the work was performed. The reports are written on-site, resulting in more precise data and observations. With the information gathered, everyday construction problems in the field can be resolved quickly by the project engineer, saving the client time and money.

Our paperless reporting system can be instantly forwarded to the parties involved.

PART IX: ADDITIONAL INFORMATION



ECS utilizes a seamless, digital, in-house developed suite of software. Our systems are as follows:

FRED

FRED (Field Reporting and Electronic Distribution): Laboratory and field data is processed in FRED automatically once the specific information related to a work order or lab test is uploaded and submitted to Project Management for review. Once approved by the Project Manager, the report is submitted to the Principal Engineer for their approval and signature. Then, the report is automatically transmitted to the recipients on the distribution list.

ETHEL

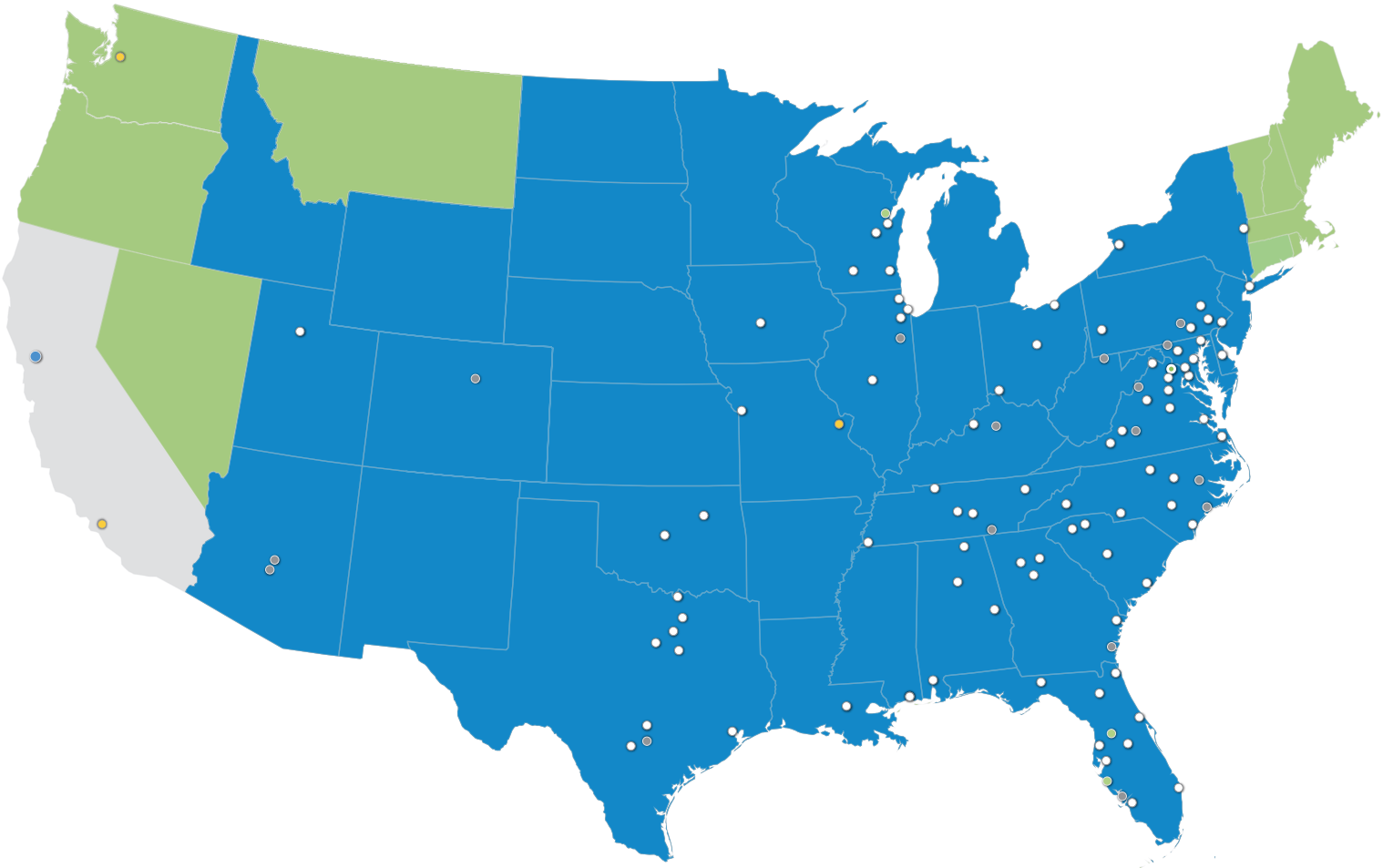
ETHEL (ECS Technician Handheld Electronic Logbook): Our field technicians are equipped with tablets or touch-screen laptops to store their field testing results, observations and communication. The ETHEL system, which is the platform for organizing all of this data into an easy to use interface that translates all the entered information into our standard reports. Transcription is not required and time is not lost in transition. Once the field data and field write-up are completed, the field technician attaches digital photos and site location sketches, then uploads them wirelessly to our system. Upon completion of the upload, the automatically assembled reports are available in the FRED system for Project Manager review.

IVAN

IVAN (Invoice Verification and Notification): On a monthly basis, our invoices are automatically prepared and are made available to our management team in an easy to use platform. IVAN, synchronized with GEORGE, ETHEL and FRED, gathers all time and materials associated with our services and assembles the invoices for review. Following the initial setup of the project and execution of services, the invoice assembly process is simple and straight forward requiring very little manipulation or modification making for a rapid review and finalization process. The Project Manager performs the initial review then approves for the Principal Engineer to do the same. Upon completion and approval by both the PM and the PE, the invoice is transmitted and copied to all those set up to receive them. Being contained within the same electronic system, this process is simplified and operates with little complication.

PART IX: ADDITIONAL INFORMATION

Whether your project requires local project management, specialty expertise or both, we have you covered. ECS provides the best of both worlds - the attention your projects deserve from our local team, coupled with abundant staffing and technical resources. ECS has grown across the Mid-Atlantic, Midwest, Southeast, Southwest and Pacific.



SERVICES BY STATE

- Geotechnical, Environmental, Materials Testing + Facilities
- Geotechnical, Environmental + Facilities
- Consulting + Design Services

* *Materials Testing service area is approximately a 75-mile radius around each office.*

OFFICE SPECIFIC SERVICES

- Corporate Headquarters
- Full Service
- Testing Services
- Drilling Services
- Facilities Services
- Consulting + Design Services

PART X: EXCEPTIONS

ECS has no exceptions to this solicitation.

Attachment C
Contractor's Fee Schedule

2025 ECS SOUTHEAST, LLC
FEE SCHEDULE

PERSONNEL

Principal Engineer	$ 235.00	/hour
Senior Engineer/Project Manager	$ 185.00	/hour
Project Manager	$ 140.00	/hour
Field Engineer**	$ 95.00	/hour
Engineering Field Technician**	$ 70.00	/hour
Structural Steel/Specialty Technician - Shop or Field**		
Senior Level AWS CWI (NDE: UT, MT, PT, RI)	$ 140.00	/hour
AWS CWI (VT with no NDE)	$ 110.00	/hour
Administrative Support	$ 75.00	/hour
Trip Charge	$ 0.80	/mile

Note: Charges for engineering and technical personnel will be made for time spent in the field, in engineering analysis, in preparation of reports, and in travel portal to portal from our local office. There will be a trip charge in lieu of mileage. For scheduling requests received without sufficient notice as stated within the ECS proposal, services will be staffed with available personnel at the associated unit rates.

** Overtime will be charged at the personnel standard rate x 1.5 for over 8 hours per day and outside normal business hours of 6:00 am to 6:00 pm, holidays, Saturday, or Sunday.

EQUIPMENT

Daily Equipment	$ 40.00	/day
Nuclear Density Gauge	$ 45.00	/day
GPR Equipment	$ 150.00	/day
Ultrasonic Equipment	$ 150.00	/day
Floor Flatness/Levelness Meter	$ 125.00	/day
Core Dilling Equipment	$ 200.00	/day
Rebound Hammer	$ 100.00	/day

EQUIPMENT AND LABORATORY

Standard/Modified Proctor (4-inch mold)	$ 200.00	/each
Standard/Modified Proctor (6-inch mold)	$ 235.00	/each
Atterberg Limits	$ 100.00	/each
Particle Size Analysis (with Hydrometer)	$ 150.00	/each
No. 200 Wash Sieve	$ 75.00	/each
Aggregate Gradation (Course or Fine)	$ 100.00	/each
Aggregate Gradation (Course and Fine Mixture)	$ 135.00	/each
Testing of Cylinders, Cubes, and Core Specimens		
Compressive Strength - 4x8 Concrete Cylinders (including Reserves)	$ 20.00	/each
Compressive Strength - 6x12 Concrete Cylinders (including Reserves)	$ 25.00	/each
Compressive Strength - Grout Prisms/Mortar Cubes	$ 18.00	/each
Core Specimen (including Sample Preparation)	$ 35.00	/each
Contractor Cast Cylinders or Grout Specimen (including Sample Preparation)	$ 50.00	/each
Asphalt Cores (Thickness and Bulk Density)	$ 35.00	/each

Note: Charges will be made for tests and equipment operated by ECS Southeast, LLC personnel in addition to personnel charges already listed. Additional equipment or laboratory test rates can be provided upon request.

Attachment D
Contractor's Certificate of Insurance

KNOX COUNTY GOVERNMENT

AND

UES PROFESSIONAL SOLUTIONS 19, 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 UES Professional Solutions 19, LLC** hereinafter referred to as **"Contractor."**

Whereas, County requested qualifications for Construction Testing Services, (Request for Qualifications 3646);

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

Whereas, Contractor agrees and undertakes to provide Construction Testing Services to Knox County, as set forth in the Request for Qualifications, and at the price quoted for said services by Contractor's Fee Schedule, included herein as Attachment C. Further, in accordance with the lawful directions of the Knox County Government, the Contractor agrees in all respects, to be governed by the Request for Qualifications specifications, the Contractor's response, and the Contractor's Fee Schedule.

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 July 2025 and ends the 30th day of June 2026, unless terminated in conformity with the terms of this contract as contained in paragraphs 6 and 7. 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. 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. Knox County shall pay Contractor the agreed upon rates in Contractor's Fee Schedule, Attachment C. 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. Invoices shall be sent to the address listed on the Purchase Order for the ordering department.

5. 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 Construction Testing Services and related duties.

6. Termination. Knox County may terminate this contract with or without cause, upon written notice of not less than thirty (30) 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 Construction Testing 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.

7. Appropriations. In the event no funds are appropriated for Construction Testing 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.

8. 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.

9. 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 Construction Testing Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

10. 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.

11. 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.

12. 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.

13. 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.

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

15. 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.

16. 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.

17. 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.

18. 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.

18. Delivery. Contractor shall render Construction Testing Services for Knox County in accordance with the **Contractor's** schedule and coordinated with Knox County or its designee.

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 3646
B. Contractor's Written Response to Request for Qualifications 3646
C. Contractor's Fee Schedule
D. Contractor's Certificate of Insurance

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

_____ **Glenn Jacobs**

MAYOR – Signature **MAYOR**

Date _____

KNOX COUNTY LAW DIRECTOR

CONTRACT #: 25-433(6) **KNOX COUNTY, TENNESSEE**

APPROVED AS TO LEGAL FORM

_____ Gary Dopler

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

Date 6/23/2025

UES PROFESSIONAL SOLUTIONS 19, LLC

_____ _____

AUTHORIZED SIGNATURE **PRINTED NAME**

DATE _____

Attachment A
Request for Qualifications 3646

The Procurement Division of Knox County, Tennessee will receive sealed Qualifications for the provision of **Construction Testing Services** as specified herein. Qualifications must be received by **2:00 p.m. local time** on **April 30, 2025**. Late Qualifications will be neither considered nor returned.

Deliver Qualifications to:

Solicitation Number 3646
Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville, TN 37917

The Envelope must show the Company Name, Solicitation Name, Solicitation Number and Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Ben Sharbel, Supervisor of Property Development and Asset Management, at 865-215-5765. Additional information and questions may be emailed to ben.sharbel@knoxcounty.org. Information about the Knox County Procurement Division and current solicitations may be obtained on the internet at www.knoxcounty.org/procurement.

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

1.3 **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.

1.4 **AWARD:** The result of this Request for Qualifications may result in a contractual agreement. It is the intent of Knox County to negotiate fees and enter into a Contract with a firm(s) to provide the services listed herein. Knox County reserves the right to not award this solicitation.

1.5 **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, Business Outreach Administrator
Knox County Procurement
Telephone: 865-215-5760
Fax: 865-215-5778
Email: diane.woods@knoxcounty.org

1.6 **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. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.

1.7 **COPIES:** Knox County requires that Qualifications be submitted as one (1) marked original and one (1) exact copy. One (1) electronic copy in one (1) complete file is also requested on CD or flash-drive.

1.8 **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 submittal being non-responsive and disqualified.

1.9 **ELECTRONIC TRANSMISSION OF QUALIFICATIONS:** Knox County's Procurement Division **will not** accept electronically transmitted qualifications through the County's On-Line Procurement System. Email and facsimile submissions are strictly prohibited. All responses must be mailed or delivered by hand.

1.10 **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.

1.11 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the respondents in the preparation of their response.

1.12 **NON-COLLUSION:** Vendors, by submitting a signed qualification, certify that the accompanying qualification 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.

1.13 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products and/or services. 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 with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their bid response if the vendor will accept Knox County's 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.

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

1.15 **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.

1.16 **QUALIFICATION DELIVERY:** Knox County requires respondents, when hand delivering responses, to time and date stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time. Knox County shall not be responsible for lost or misdirected mail sent by common carrier, nor will Knox County be responsible for qualifications delivered to addresses other than the delivery address specified at the top of this solicitation.

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.

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

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

1.18 **SIGNING OF QUALIFICATIONS:** In order to be considered, all Qualifications must be signed. Please sign the original in **blue ink**. By signing the response document, the respondent acknowledges and accepts the terms and conditions stated in the Qualification document.

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

1.20 **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 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.

1.21 **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.

1.22 **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 bidder's list for twenty-four (24) months.

1.23 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. If you are not already a registered vendor with Knox County, a vendor application must be completed and submitted via email to lindsay.stout@knoxcounty.org. Vendors must be registered with the Procurement Division prior to submitting their bid.

1.24 **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 **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 Qualifications, Submittals, 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 response, each contractor and each person signing on behalf of any responding firm 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 responding firm is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.15 **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.

2.16 **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.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, 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 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) Request for Qualifications, (3) Submittal, (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, and 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 and warehoused.

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 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.

2.23 **TERMINATION:** Knox County may terminate this agreement with or without cause, 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 terminationdate 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, solicitation 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 SCOPE OF WORK

3.1 **SCOPE OF WORK:** Knox County, an Equal Opportunity/Affirmative Action Employer, seeks to retain a qualified geotechnical engineering consulting and construction testing firm(s) for the purpose of providing Construction Testing Services including but not limited to Special Inspections, Construction Observations, and Materials Testing Services for various construction projects under the purview of Knox County and Knox County Schools.

The professional engineering and testing firm shall provide all Special Inspections Testing and all Construction Observations and Materials Testing for the entire project. Special Inspections include all testing required by the International Building Code and as specified in the Contract Documents for the specific project. Construction Observations and Materials Testing includes all other testing indicated in the Contract Documents for the specific project including but not limited to concrete testing, structural steel construction, masonry construction, proof-rolling for pavements and observation of earthwork and backfill operations. All Special Inspections and all Construction Observations and Materials Testing shall be performed in accordance with the International Building Code (IBC), the Contract Documents, as well as all other applicable Codes and Standards. The amount of periodic and continuous testing will be determined based on the specific project schedule and specification requirements. All observations and the results of all testing work shall be documented in a series of formal written reports. The firm must include their proposed associated testing laboratory and provide documentation that the testing laboratory meets applicable standards.

A prioritized list of the responsive firms shall be established and ranked in the order of their scores achieved through this Request for Qualifications process. As projects requiring Construction Testing Services are identified during the course of each fiscal year, the list shall be used to select firms for projects as they occur, proceeding down the list in sequential order and/or based on project needs, specialization, and availability. The established list shall remain in effect for five (5) years or until Contracts are terminated, whichever occurs first. When the list expires or Contracts are terminated, a new RFQ process will be initiated.

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 **ADDITIONS AND DELETIONS:** Knox County reserves the right to add goods and/or services to this term contract or delete good and/or services that Knox County deems necessary. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.4 **AWARD STATUS:** Knox County intends to issue a one (1) year 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 reserves the right to negotiate the terms of any resulting Contract with the awarded vendor(s) if the need arises. 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. Should Knox County desire not to renew, no reason needs to be given.

3.5 **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.

3.6 **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, ordinances, 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 codes, laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

3.7 **CONTRACT EXECUTION:** The award of this RFQ will result in a Contract between Knox County and the successful Contractor. The Contract must be voted on by the Knox County Board of Education and the Knox County Commission and receive a majority vote. The successful Contractor may be required to be present at the meetings to answer questions relating to the service to be performed. The Knox County Procurement Division will give adequate notification if the vendor needs to attend this meeting. There shall be no cost to Knox County or the Knox County Schools for attendance at this meeting. The Knox County Procurement Division will draft the Contract and no other vendor forms (i.e. Terms and Conditions, Service Agreements or other standard Company forms etc.) will be accepted as Contract attachments.

3.8 **EXCEPTIONS TO SPECIFICATIONS:** Firms taking exception to any part or section of these specifications shall indicate such exceptions in their response. Failure to indicate any exceptions shall be interpreted as the firm's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or part.

3.9 **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.

3.10 **INSURANCE:** The successful Vendor must carry the insurance as indicated on the Insurance Checklist, Exhibit A. As proof the Vendor's willingness to obtain and maintain the insurance, the Vendor must complete, sign, and have their insurance agent sign the attachment and submit it with their response. Upon the Notification of Intent to Award, the successful Vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County, Tennessee as additional insured. It shall be the successful Vendor's responsibility to keep a current COI on file with Knox County Procurement as long as the Contract is in effect.

3.11 **LICENSING REQUIREMENTS:** Vendors must be properly licensed, if applicable, by the State of Tennessee Licensing Board for the type of work requested and must submit a copy of the license with their qualifications. All licensing must be in accordance with Tennessee Code Annotated.

3.12 **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.

3.13 **PRICING:** The Contractor(s) warrants that contracted unit prices stated for all items 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 initial 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 vendor may:

- Continue with the existing prices
- Request a lower price increase
- Not accept the renewal offer

If a price increase is approved by Knox County, 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.

3.14 **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 Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.15 **QUALIFICATIONS EVALUATION:** Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFQ process) that might affect the County's judgment as to the appropriateness of a qualified Vendor. This information may be appended to the 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. 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 qualification closing. The purpose of such discussions/interviews is to provide clarification and/or additional information in order to make an award that is in the best interest of Knox County.

Knox County will evaluate the submitted Qualifications and make a determination of the firm, or firms, with which negotiations will ensue. The factors that will be considered in the evaluation of Qualifications are:

- **General Qualifications of Firm (40 Points)**
  - Years in business and years key personnel have performed construction engineering inspection services and been involved in the preliminary engineering process
  - Number of inspectors and licensed professionals
  - Associated testing laboratory documentation
  - Capabilities and resources of firm
  - Firm's personnel roles and project management approach
- **Key Personnel (40 Points)**
  - Resumes of key personnel to work with Knox County
  - Specific areas of expertise
  - Availability of personnel to Knox County
- **Projects and Workload (10 Points)**
  - List no more than five (5) current or past projects of similar scope completed in the last five (5) years
  - Initial budget and final cost for above project
  - Start date and final completion date for above projects
  - Projected workload
- **Licensure, Insurance and Litigation (10 Points)**
  - Provide evidence of licensure to practice engineering in the State of Tennessee
  - Provide evidence of appropriate insurance coverage
  - Provide information of any litigation in which the firm has been involved within the past five (5) years

3.16 **REMOVAL OF VENDORS' EMPLOYEES:** The successful Vendor agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County 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 Knox County.

3.17 **RESPONDENT OBLIGATION:** Each firm shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this RFQ. The failure or omission of a firm to become acquainted with existing conditions shall in no way relieve the firm of any obligations with respect to this RFQ or to the Contract.

3.18 **SAFETY AND PROTECTION:** The Contractor(s) shall exercise good safety precautions while performing the services required in this solicitation. All work performed under this Contract shall comply with the requirements of the William-Steiger Occupational Safety and Health Act of 1970 and the revisions thereto. The Contractor(s) shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed. The Contractor(s) shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons, including but not limited to, the general public who may be affected thereby. All work is to be done as required as by TOSHA, OSHA, EPA and AHERA. Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by the department designee. Contractor(s) shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor(s) shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements. Contractor(s) 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, equipment, and furnishings shall be protected by the vendor from damage, which might be done or caused by works 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.

3.19 **SAFETY EFFORTS:** The Contractor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building, and construction codes must be observed. Machinery, equipment, and all other hazards must be guarded or eliminated in accordance with the safety provisions of the **Manual of Accident Prevention in Construction** to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

3.20 **SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors by submission of their response, also affirm that their employees working under this Contract have been property trained in the safe operation of any and all equipment to be used and in the safe application of quoted products and services to be used under this Contract. This would include any sign, flagman, or road blockage that would be required for safety purposes as per compliance the Manual on Uniform Traffic Control Devices for Streets and Highways (Latest Edition).

3.21 **SUBMIT QUESTIONS:** Prospective respondents may submit questions concerning this solicitation until **4:30 p.m. local time** on **April 17, 2025**. Submit questions as noted in Section 1.1.

SECTION IV QUALIFICATION FORMAT

Vendors shall use the following format for the preparation and submission of their qualifications. Failure to follow this format may be just cause for rejection of submittals. Cost of preparation of qualifications is the sole responsibility of the vendor. Knox County requires that qualifications being submitted be one (1) marked original and one (1) exact copy. An electronic copy in a single .pdf file on a CD/DVD or flash drive is also required.

Part I **SIGNED LETTER AUTHORIZING SUBMISSION OF THE QUALIFICATIONS**

Respondent must provide a cover letter authorizing the submission of the Qualification. The letter shall be on the Consultant's letterhead and will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included.

Part II **RESPONDENT'S INFORMATION**

- Company Name, Address, and telephone number(s)
- Contact name(s) and telephone number(s)
- Contact email address
- Firm's website address
- Firm's Vendor Number as assigned by the Knox County Procurement Division
- Firm's Knox County Business License (if applicable)
- Firm's Employer Identification Number (EIN)
- List any mergers, acquisitions, or sales of the firm within the last five (5) years and if so, provide relevant details.
- Acknowledgment of Addenda (if applicable)

Part III **GENERAL QUALIFICATIONS OF FIRM**

Provide the complete qualifications of the firm for completing the Scope of Work in Section 3.1. Include the firm's number of years in business and years key personnel have performed construction testing services. Include the number of personnel available for this project and the complete capabilities of the firm. Provide a detailed description of the tasks the Firm expects to execute in order ensure the desired outcomes listed in Section 3.1 are achieved. Include qualifications of the proposed associated testing laboratory including but not limited to certifications, accreditations, etc.

Provide documentation that the firm and the associated testing laboratory meets all applicable standards, such as, but not limited to the following:

- ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection for Soil and Concrete.
- ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation.
- ASTM D3666 - Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials.

- ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

Include a brief synopsis of the firm's project management approach and responsibilities of individuals involved in the special inspections process. The lead Special Inspector, who must be a licensed professional engineer in the State of Tennessee, shall be named and is required to provide direct supervision over individuals performing the required various inspections and tests in the field.

Part IV **KEY PERSONNEL**

Provide the resumes of the local key personnel that will be working on the projects. Resumes should be no longer than one page and include number of years working on school projects, a list of sample projects similar to the scope of work, and any specific training and certifications that directly relate to the recommendations of Chapter 17 of the 2018 IBC and other applicable codes. Include all specific areas of expertise.

Part V **PROJECTS AND WORKLOAD**

Provide a list of current and past projects that are similar in size and scope. List shall include but not be limited to, context and description of previous contracts, name of municipality/agency, and the name of the contact person at each municipality, initial start date/actual start date, initial contract budget/actual contract budget/actual contract amount. Provide the Firm's projected workload for the next year.

Part VI **LITIGATION**

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects within the past five (5) years. If yes, briefly describe the nature of the litigation and the result.

Part VII **CONFLICT OF INTEREST STATEMENT**

All firms are required to disclose as part of this solicitation and throughout the term of this agreement, any services being provided to all other clients and/or contractors/subcontractors on any Knox County project(s). In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest should they exist or develop. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the performance of the project, the Consultant must immediately notify the Buyer listed in Section 1.1 of this document regarding the conflict(s) of interest.

Failure by the Consultant to notify County's designee may be grounds for termination of the professional services agreement.

Part VIII **REQUIRED ATTACHMENTS**

Firms are to complete and provide the following attachments here:

- Knox County Insurance Checklist, Exhibit A
- Affidavit of Compliance with Iran Divestment Act / No Boycott of Israel, Exhibit B
- Affidavit of Compliance with Tennessee Criminal History Records Check, Exhibit C

Part IX **ADDITIONAL INFORMATION**

Respondents may submit additional information regarding their Firm and the services they offer that may add value to their submittal.

Part X **EXCEPTIONS**

Respondents are to include any and all exceptions taken to this solicitation under this part. Do not mark through or otherwise alter the language of this RFQ in your response.

Failure to submit any of the above information or any other information requested in this Request for Qualifications may result in the response being disqualified.

EXHIBIT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR QUALIFICATIONS #3646

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
		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	$2,000,000	
		PROFESSIONAL LIABILITY		
YES	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.	GARAGE KEEPER'S DIRECT 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 LISTED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO; ENDORSEMENT PAGE(S) WILL BE PROVIDED AS LONG AS THE CONTRACT IS IN EFFECT.

22. CERTIFICATE OF INSURANCE SHALL SHOW THE QUALIFICATION NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED_____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE RESPONDENT NAMED BELOW AND HAVE ADVISED THE RESPONDENT OF REQUIRED COVERAGE.

Agency Name: _____Authorizing Signature: _____

RESPONDENT'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

Respondent Name: _____ Authorizing Signature: _____

EXHIBIT B
REQUEST FOR QUALIFICATIONS #3646

AFFIDAVIT OF COMPLIANCE
IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL

Comes _____, for and on behalf of
(*Printed name of Principal Officer of Company)*

_____, (the "Company") and, after being duly authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

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.

_____
Signature

Title: _____

Sworn to and subscribed before me, a Notary Public, this ____ day of _____, 20___.

_____

Notary Public
My Commission Expires:

_____

EXHIBIT C
REQUEST FOR QUALIFICATIONS #3646

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with response 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 qualification 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 _____,

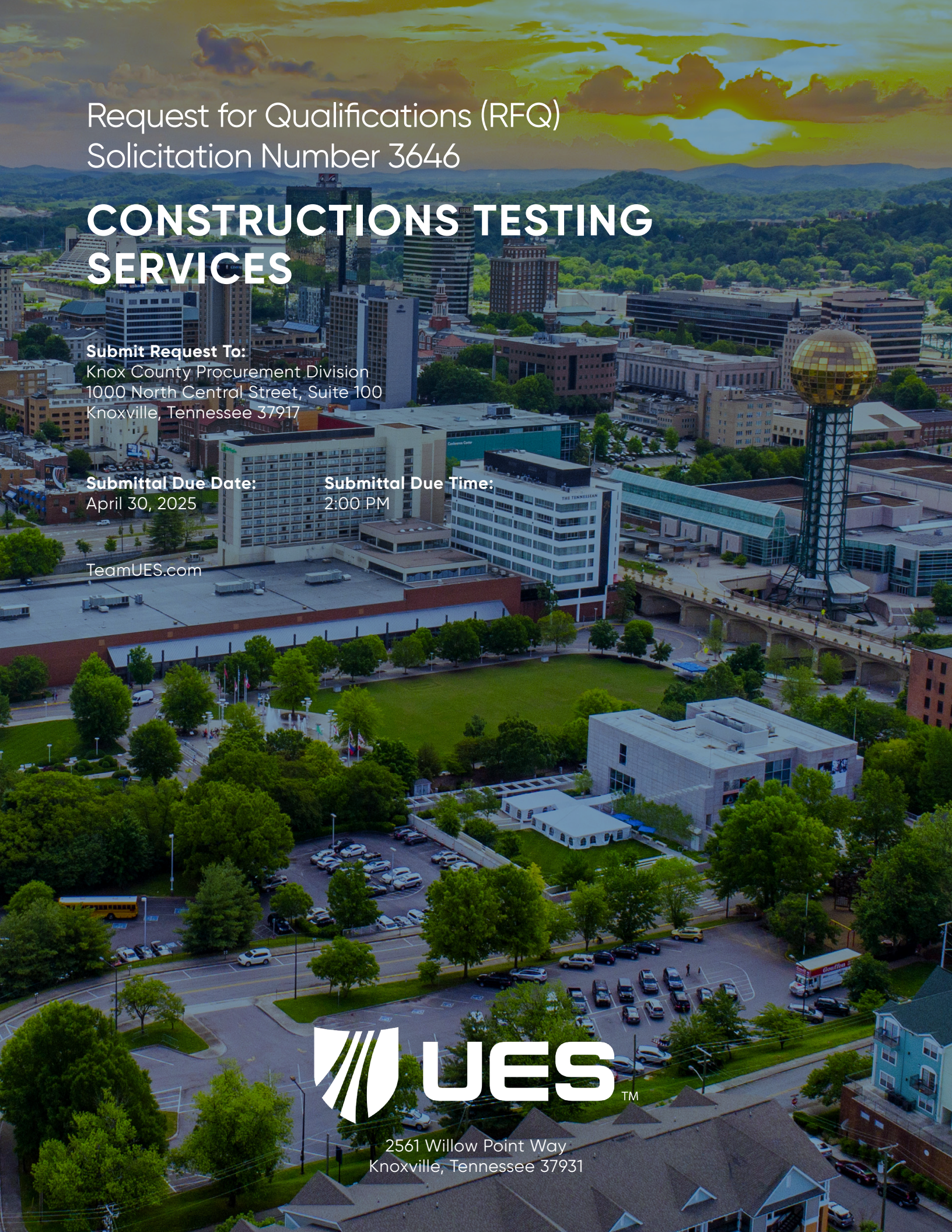
President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

Attachment B
Contractor's Written Response to Request for Qualifications 3646



Request for Qualifications (RFQ)
Solicitation Number 3646

CONSTRUCTIONS TESTING SERVICES

Submit Request To:
Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville, Tennessee 37917

Submittal Due Date:
April 30, 2025

Submittal Due Time:
2:00 PM

TeamUES.com

UES™
2561 Willow Point Way
Knoxville, Tennessee 37931

Date: **April 30, 2025**

Attention: Ben Sharbel
ben.sharbel@knoxcounty.org
Supervisor of Property Development and Asset Management

Reference: Request for Qualifications (RFQ)
Solicitation Number 3646
Construction Testing Services

Dear Ben Sharbel:

UES Professional Solutions 19, LLC (UES), formerly known as GEOServices, LLC, is honored to present to Knox County Procurement Division our qualifications for the referenced contract. In reviewing UES's submission, we would like to highlight the following points:

- **UES is a reputable and established firm with roots tracing back to 1964.** As one of the nation's largest and most experienced organizations, comprising nearly 4,500 professionals and 90 nationwide branches, we offer a comprehensive suite of services including Geotechnical Engineering, Construction Materials Testing & Inspection, Building Code Compliance, Environmental, Health & Safety, and Building Envelope. Since the inception of our Tennessee offices in 1994, the team has grown to include over 200 members throughout the state of Tennessee.
- **Our team's principals and technical experts collectively bring over 200 years of experience in Tennessee.** UES grew in its provision of geotechnical engineering and construction materials testing services to a staff size of over 200 individuals at our Tennessee locations, which makes us one of the largest firms based on personnel performing these services of our type in the state of Tennessee. We are adept at offering practical solutions to construction challenges and are well-equipped to ensure project success.
- **Our Project Management Team, under the expert leadership of W. Ros Kingery III, brings a wealth of experience in managing projects of this scale.** We have a deep understanding of the unique challenges and demands that such developments entail, ensuring effective and efficient project execution**.**

We are grateful for the opportunity to be considered for this contract. Should you require further clarification or have any inquiries concerning our submission, please do not hesitate to reach out to our office.

By signing below, we hereby authorize the submission of the qualifications for the Request for Qualifications (RFQ) on behalf of UES Professional Solutions 19,LLC, certifying that all information provided is accurate and compliant with the stated requirements.

Respectfully Submitted,
UES Professional Solutions 19, LLC

W. Ros Kingery, III, P.E.
Project Coordinator/Senior Engineer/Vice President
Office: (865) 539-8242
Mobile: (865) 803-8104
rkingery@teamues.com

PART II - VENDOR INFORMATION

Company Name	UES Professional Solutions 19, LLC
Company Address	2561 Willow Point Way Knoxville, Tennessee 379
Phone Number	(865) 539-8242
Contact Name	W. Ros Kingery, III, P.E.
Contact Phone	(865) 803-8104
Contact Email Address	rkingery@teamues.com
Firm's Website Address	www.teamues.com
Firm's Vendor Number	46702
Knox County Business License	N/A (Engineering License No. 5971)
Employer Identification Number	20-4030497
Mergers, Acquisitions, or Sales	GeoServices, LLC was acquired by UES in 2021
Addenda	N/A



General Qualifications of Firm

PART III - GENERAL QUALIFICATIONS OF FIRM

FIRM EXPERIENCE AND HISTORY

UES has been a trusted provider of Geotechnical Engineering, Construction Materials Testing (CMT), and Environmental Consulting services for over 25 years in the Knoxville region. Our local team is deeply embedded in the community and brings extensive institutional knowledge of the area's geological and regulatory landscape. As one of the region's most established firms, UES has built a reputation for reliability, technical excellence, and responsive service.

We have delivered high-impact solutions across a diverse range of project types—from small-scale residential developments to large-scale infrastructure, industrial, and government contracts. Our clients include municipalities, county governments, state agencies, and federal organizations such as the Tennessee Department of Transportation (TDOT), Tennessee Valley Authority (TVA), U.S. Army Corps of Engineers (USACE), U.S. Department of Energy, and Federal Highway Administration.

This long-standing experience has equipped us with a unique understanding of both the technical complexities and stakeholder dynamics involved in infrastructure development, environmental compliance, and construction oversight throughout East Tennessee.

STAFFING AND PROFESSIONAL LICENSURE

UES employs a robust team of more than 4,500 professionals, with 80 based locally in Knoxville. The Knoxville team includes a highly qualified mix of engineers, technicians, and certified inspectors, capable of executing complex construction testing assignments with precision and efficiency.

Certifications and licensures held by our Knoxville personnel include:

- 7 Licensed Professional Engineers (PEs) – providing expert oversight and project leadership.
- 4 Engineers in Training (EITs) – supporting engineering tasks under the guidance of licensed PEs.
- 21 ACI Certified Concrete Field Testing Technicians – ensuring high standards in concrete sampling and testing.
- 4 ACI Concrete Special Inspectors – delivering advanced inspection services for structural concrete.
- 3 PTI Level I Post-Tensioning Inspectors and 2 PTI Level II Inspectors – qualified for post-tensioning system inspections.
- 5 ICC Soils Special Inspectors – specialized in soils and foundations per IBC and ICC standards.
- 2 TDOT Soils & Aggregate Technicians – certified for soil and aggregate testing under state requirements.
- 1 NICET Soils Level II Technician – bringing NICET-certified competence to field soil testing.
- 5 TDOT Asphalt Roadway Inspectors, 1 TDOT Asphalt Plant Technician, and 1 TDOT Asphalt Mix Design Technician – collectively supporting asphalt quality assurance throughout construction phases.

This depth of certification and specialization enables UES to deploy the right team for each task, ensuring compliance, performance, and quality across all construction phases.

CAPABILITIES AND RESOURCES

UES offers comprehensive, multidisciplinary capabilities that support every phase of project development—from initial site evaluations to construction completion. Our in-house service lines include:

- Geotechnical Engineering & Design: Our engineers perform in-depth investigations and design foundations tailored to site conditions. Services include deep and shallow foundation design, slope stability analyses, dam assessments, geotechnical seismic analysis, groundwater studies, and forensic investigations.
- Construction Materials Testing (CMT): Field and lab testing services ensure that all materials meet design specifications and industry standards.

PART III - GENERAL QUALIFICATIONS OF FIRM

Our certified inspectors and technicians conduct soil compaction, concrete and asphalt quality tests, steel inspections, and more—backed by an AASHTO-accredited laboratory.

- Environmental Consulting: UES provides a wide range of environmental services including Phase I and II ESAs, wetland delineations, UST removal, stormwater compliance, and radon/asbestos surveys. We assist clients with navigating complex permitting requirements under Clean Water Act, MS4, and other state/federal regulations.

PROJECT EXECUTION STRATEGY

UES's approach to construction testing services is built on a foundation of precision, responsiveness, and compliance with all applicable codes and standards. Our Knoxville-based team is well-versed in the testing, special inspection, and documentation requirements of both public infrastructure and educational facilities.

Scope-Driven Task Execution

To achieve the outcomes listed in Section 3.1 of the RFQ, UES will deploy a qualified team of licensed engineers, certified inspectors, and experienced technicians to perform the following key tasks:

- Special Inspections per the IBC: Our IBC-certified Special Inspectors will oversee structural components including steel, concrete, masonry, and foundations, ensuring adherence to project specifications and building code requirements.
- Construction Observations: UES will monitor site conditions during earthwork, backfilling, and utility placement to verify suitability of subgrade materials and ensure compliance with compaction requirements.
- Concrete Testing: Technicians certified by ACI will perform slump, air content, temperature, and unit weight tests in the field, as well as compressive strength testing in the lab.
- Materials Testing: Our AASHTO-accredited laboratory will analyze soil, aggregate, asphalt, and concrete samples to validate mix designs, strength compliance, and material quality.
- Proof-Rolling for Pavements: Field teams will observe and evaluate pavement subgrades for structural readiness, supported by in-situ density testing and moisture content analysis.
- Documentation and Reporting: All field observations and test results will be recorded in formal reports using UES's structured templates, which will be shared with the County's designated representatives in a timely manner.

STANDARDS AND COMPLIANCE

All services will be performed in accordance with:

- The International Building Code (IBC)
- Project-specific contract documents
- Relevant ASTM standards including E329, C1077, D3666, and D3740
- And applicable TDOT and local jurisdictional requirements.

Our Knoxville lab is AASHTO-accredited, ensuring that our materials testing services meet stringent quality control standards. UES also maintains internal QA/QC procedures to ensure data integrity and regulatory compliance across all deliverables.

Coordination and Responsiveness

We will coordinate closely with the County's project managers, general contractors, and design teams to align testing schedules with construction activities. Our team is trained to respond quickly to field requests and will remain flexible in adjusting inspection frequency based on the project's pace and scope.

Safety and Field Protocols

Field personnel are OSHA-trained and will operate under strict safety protocols, including PPE usage, job hazard analysis, and incident reporting. For school site work, all personnel entering Knox County Schools will comply with background check and identification requirements under Tennessee Code Annotated § 49-5-413.

PART III - GENERAL QUALIFICATIONS OF FIRM

TESTING LABORATORY QUALIFICATIONS

UES's Knoxville laboratory is among the most comprehensively accredited facilities in the region, holding both AASHTO Accreditation and U.S. Army Corps of Engineers (USACE) validation. These credentials affirm the lab's technical capability, reliability, and compliance with the highest standards of construction materials testing. Proof of our lab certifications are included in the appendices.

AASHTO Accreditation

The UES Knoxville laboratory is fully accredited by AASHTO ReSource for compliance with AASHTO R18, which sets the standard for establishing and maintaining a quality management system in construction materials testing laboratories. This accreditation includes, but is not limited to, the following ASTM standards required by the RFQ:

- ASTM E329 – Specification for Agencies Engaged in Testing and/or Inspection of Materials Used in Construction (Aggregate, Asphalt Mixture, Concrete, Soil)
- ASTM C1077 – Practice for Laboratories Testing Concrete and Concrete Aggregates (Concrete and Aggregate)
- ASTM D3666 – Specification for Agencies Testing and Inspecting Road and Paving Materials (Aggregate and Asphalt Mixture)
- ASTM D3740 – Practice for Agencies Engaged in Testing and/or Inspection of Soil and Rock

The lab is accredited across a wide scope of materials and test methods, including:

- Concrete: slump, air content (pressure and volumetric), compressive strength, temperature, flexural strength, curing environments, and drilled core evaluation.
- Soils: Atterberg limits, Proctor density, CBR, particle size analysis, specific gravity, in-place density (sand cone and nuclear methods), organic content, and triaxial shear.
- Aggregates: sieve analysis, specific gravity, moisture content, soundness, organic impurities, and abrasion resistance.
- Asphalt Mixtures: Marshall stability, air voids, specific gravity, asphalt content (ignition method), nuclear density testing, and gradation of extracted aggregates.
- Fire-Resistive Materials: thickness and cohesion/adhesion testing of SFRM as applied to structural members.

These accreditations verify that our laboratory personnel, procedures, calibration methods, record keeping, and quality assurance programs meet nationally recognized standards for precision and integrity.

USACE Validation

In addition to AASHTO accreditation, the Knoxville laboratory has been validated by the U.S. Army Corps of Engineers (USACE) for its capacity to perform testing in accordance with federal requirements for government-funded projects. This validation further enhances our standing as a lab capable of meeting rigorous standards for geotechnical and construction materials testing on military, municipal, and civil infrastructure projects.

Reporting and Turnaround

Lab results are processed and verified using UES's internal QA/QC procedures, and reports are delivered promptly via secure digital formats. Our documentation is structured to meet the requirements of project specifications, IBC, and municipal guidelines.

PROJECT MANAGEMENT APPROACH

UES applies a proactive and structured project management model tailored to the complexity and demands of municipal and educational construction environments. Our Knoxville team brings a deep understanding of local project requirements and stakeholder expectations, allowing us to plan and deliver services with precision and responsiveness.

PART III - GENERAL QUALIFICATIONS OF FIRM

Integrated Team Leadership

Every engagement begins with the assignment of a Project Manager who serves as the operational lead. This individual is responsible not only for managing schedules and personnel assignments but also for anticipating and resolving logistical challenges in the field. They act as a liaison between Knox County stakeholders and our technical staff, ensuring that client priorities and timelines are consistently met.

Our internal structure ensures clear role delineation:

- Engineers manage scope interpretation and technical problem-solving.
- Field supervisors coordinate day-to-day logistics, monitor progress, and enforce quality control.
- Lab managers oversee timely processing and review of test results, ensuring alignment with project deliverables.

Technical Oversight and Special Inspections

Special inspections are coordinated and reviewed under the direct supervision of a licensed Tennessee Professional Engineer, who also serves as the designated Lead Special Inspector for the project. This engineer is responsible for:

- Reviewing inspection scopes for conformance with IBC and local standards.
- Approving inspection protocols before field execution.
- Conducting periodic site visits to validate inspection quality and compliance.

This role bridges the field and the engineering review process, adding an additional layer of quality assurance that complements routine technician-level inspections.

Workflow Coordination and Scheduling

UES utilizes a combination of regional resource planning tools and local dispatch protocols to coordinate testing schedules around active construction timelines. Our systems allow for rapid mobilization of inspectors and equipment, real-time updates to project managers, and detailed tracking of tests performed.

All scheduling is driven by client needs, site readiness, and project milestones—ensuring testing occurs at the correct intervals to support quality control without causing construction delays.

Quality and Documentation

All inspections and tests are documented in standardized reports, which undergo internal QA/QC review before being submitted to the client. Reports are formatted for ease of use, with clear data presentation, interpretations when necessary, and a concise summary of any deviations or observations requiring action.

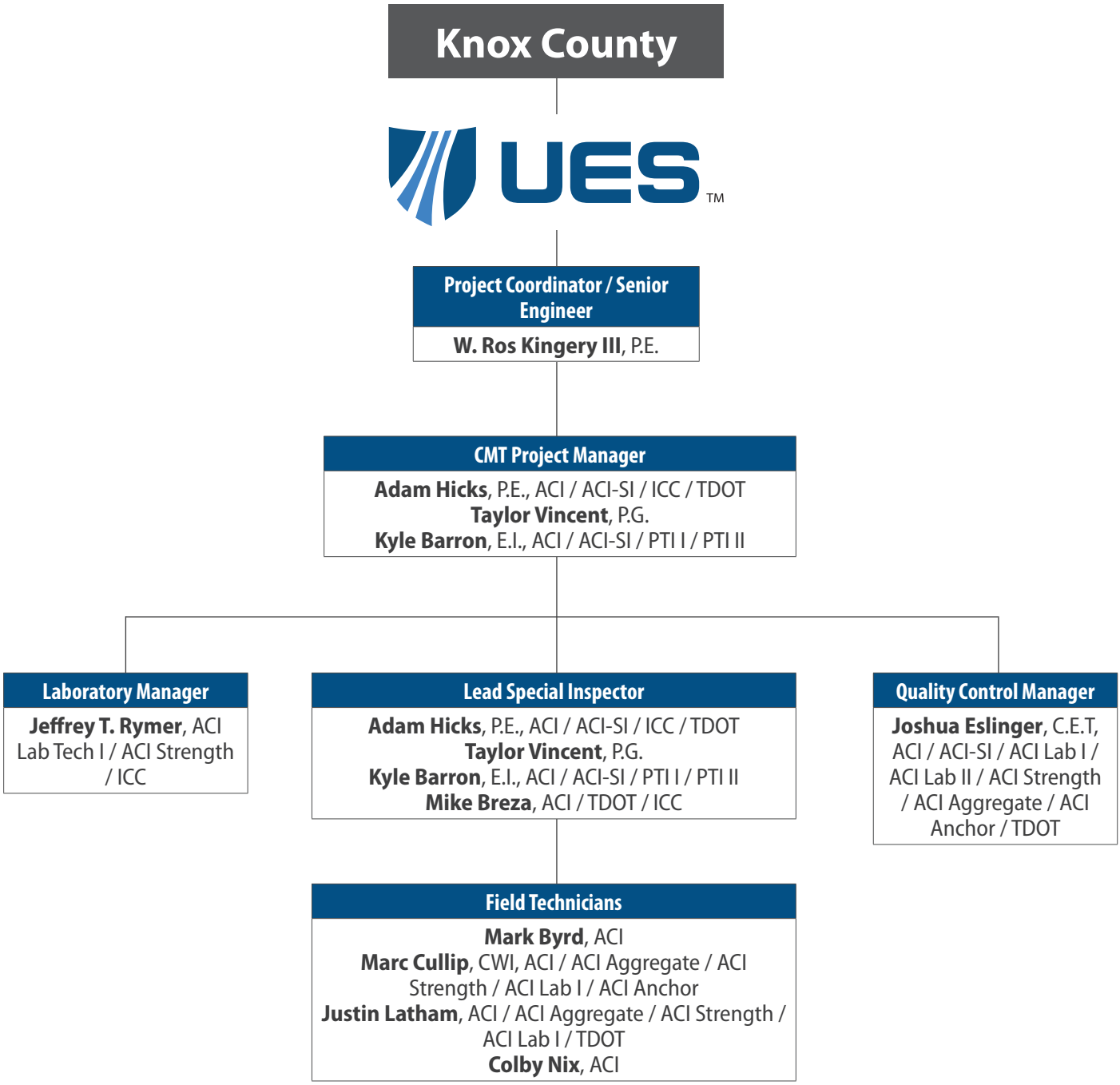
Should any deficiencies be observed during fieldwork, our team provides same-day communication and consultative guidance on corrective action. Our internal QA team conducts regular audits to ensure reports are accurate, complete, and delivered within required timeframes.

SAFETY AND SITE PROTOCOLS

Project execution includes strict adherence to safety standards and site-specific protocols. All personnel working on school or county facilities comply with background check requirements under Tennessee Code § 49-5-413. Our field teams are trained in site-specific safety procedures, including hazard recognition, PPE usage, and respectful engagement in sensitive environments such as occupied campuses.

Key Personnel

PART IV - KEY PERSONNEL ASSIGNED TO PROJECT



* We have included a staff certification matrix for Knoxville at the end of this section.

PART IV - KEY PERSONNEL ASSIGNED TO PROJECT CONT.

PERSONNEL OVERVIEW

The following UES Knoxville professionals will lead and support all task orders issued under the Knox County On-Call Services contract. Each team member brings specialized expertise, relevant certifications, and a strong track record of service on educational and municipal infrastructure projects.

Project Coordinator / Senior Engineer

W. Ros Kingery III, P.E.

With over 21 years of experience, Mr. Kingery has served as the Geotechnical Engineer of Record and Special Inspection Agency for multiple school and public infrastructure projects. He brings advanced geotechnical insight, deep foundation design knowledge, and leadership in construction-phase testing and inspections.

CMT Project Managers / Lead Special Inspectors

Adam Hicks, P.E., ACI / ACI-SI / ICC / TDOT
(CMT Project Manager / Lead Special Inspector)

16 years of experience overseeing complex construction materials testing programs and IBC Chapter 17 special inspections. Licensed in TN and VA with extensive project management history on educational, institutional, and utility projects.

Taylor Vincent, P.G.
(CMT Project Manager / Lead Special Inspector)

A geotechnical project manager and licensed Professional Geologist (TN & KY) with 9 years of experience overseeing complex construction materials testing and inspection projects.

Kyle Barron, E.I., ACI / ACI-SI / PTI I / PTI II
(CMT Project Manager / Lead Special Inspector)

Brings 15 years of experience in geotechnical and construction inspection, with a focus on concrete and masonry construction.

Mike Breza, ACI / TDOT / ICC
(Lead Special Inspector)

With 27 years of field experience, Breza is NICET II certified technician who has completed special inspections on numerous large scale projects.

These individuals are certified to perform and oversee inspections across all applicable disciplines, including soils, concrete, masonry, structural steel, aggregate, and pavements.

Laboratory Manager

Jeffrey T. Rymer, ACI Lab Tech I / ACI Strength / ICC

Rymer brings over 28 years of experience managing AASHTO-accredited laboratories. His oversight ensures strict adherence to AMRL/CCRL quality standards and ASTM procedures for concrete, aggregate, and soil testing.

Quality Control Manager

Joshua Eslinger, C.E.T., ACI / ACI-SI / ACI Lab I / ACI Lab II / ACI Strength / ACI Aggregate / ACI Anchor / TDOT

With 23+ years in QA/QC oversight, Eslinger ensures all reports, procedures, and testing methods align with UES's internal standards, IBC requirements, and client expectations.

Field Technicians

UES Knoxville's certified field team includes highly trained professionals with targeted expertise in soils, concrete, asphalt, and lab-based testing. Key personnel include:

Mark Byrd, ACI

Marc Cullip, CWI, ACI / ACI Aggregate / ACI Strength / ACI Lab I / ACI Anchor

Justin Latham, ACI / ACI Aggregate / ACI Strength / ACI Lab I / TDOT

Colby Nix, ACI

PART IV - KEY PERSONNEL ASSIGNED TO PROJECT CONT.

These technicians hold multiple certifications across testing domains, including nuclear gauge safety, fresh and hardened concrete testing, and TDOT road material compliance. Additional technicians are available upon request.

RELEVANT EXPERIENCE WITH EDUCATIONAL FACILITIES IN THE KNOXVILLE AREA

The staff listed herein are recognized experts in their respective fields, with decades of combined experience in geotechnical engineering, construction materials testing, and IBC special inspections. Each team member has successfully delivered services on numerous projects similar in scope and complexity to the work requested in this RFQ, including public school facilities, athletic centers, and large-scale educational campuses. UES's extensive history of supporting school construction in the Knoxville area reflects our deep familiarity with local site conditions, agency standards, and the specific demands of K–12 infrastructure projects. A summary of UES's relevant school project experience in the region is provided below:

- West Ridge High School – Sullivan County Schools
- Knoxville Catholic High School Auditorium
- Lonsdale Elementary School – Knox County Schools
- Adrian Burnette Elementary School – Knox County Schools
- Lincoln Heights Elementary School – Hamblen County Schools
- Christian Academy of Knoxville – Christian Life Center
- Hardin Valley Middle School – Knox County Schools
- Gibbs Middle School – Knox County Schools
- Alcoa High School – Alcoa Public Building Authority
- Alcoa Intermediate School – Alcoa Public Building Authority
- Maryville High School Expansion – Maryville City Schools
- Paulette Elementary School – Union County Schools
- Luttrell Elementary School – Union County Schools
- Prospect Elementary School – Blount County Schools
- Fort Loudon Elementary School – Loudon County Schools
- Greenback K–12 School – Loudon County Schools
- Jefferson County Junior High School – Jefferson County Schools
- Findley Elementary School – Jefferson County Schools
- Dumpling Valley Elementary School – Jefferson County Schools

Our team has played a critical role in the successful delivery on numerous school projects, many of which involved complex site work, foundation evaluations, ICC-500-compliant storm shelters, and multi-use academic and athletic facilities. We have supported clients through design-build and traditional delivery methods, working directly with local school districts, public building authorities, and private educational institutions.

AVAILABILITY OF PERSONNEL TO KNOX COUNTY

All key personnel assigned to this contract are based in Knoxville and operate out of our office at 2561 Willow Point Way, less than 15 miles from Knox County's central office. This proximity allows our staff to mobilize rapidly to any Knox County site, ensuring real-time responsiveness to scheduled and emergency task orders.

UES maintains a flexible field technician pool with a robust scheduling system that prioritizes local, on-call work. Our team is trained to pivot quickly between projects and maintain consistent quality under tight deadlines.

Project managers and lead inspectors will remain directly accessible to Knox County staff for coordination, planning, and support throughout the contract period.

Education

M.S., Civil Engineering, University of Tennessee, Knoxville, 2004

B.S., Civil Engineering, University of Tennessee, Knoxville, 2002

Years of Experience

20+

Certifications

- Asphalt Concrete Mix Design Methods – TDOT
- TN EPSC Level I Inspector – Tennessee Erosion Prevention & Sediment Control Program
- Level II VT Structural Steel Inspector

Registrations

Professional Engineer:

- Tennessee
- North Carolina
- Virginia

Professional Affiliations

- American Society of Civil Engineers (ASCE)
- Tennessee Society of Professional Engineers (TSPF)
- Associated General Contractors of Tennessee (AGC)
- American Institute of Architects (AIA) East Tennessee

W. Ros Kingery III, P.E.

Project Coordinator/Senior Engineer/Vice President

W. Ros Kingery III possesses 20+ years of engineering experience. His areas of expertise lie in geotechnical engineering and construction materials testing, project management, seismic assessments, deep foundation systems, including piles, caissons, drilled piers, settlement analysis, soil surveys, geologic site mapping, slope stability analysis, Karst terrain and construction materials testing in particular in place testing of soils and concrete. His responsibilities have included serving as a project engineer project manager, Technical quality assurance manager and Technical Lead.

SELECT PROJECT EXPERIENCE

- University of Tennessee Strong Hall
- University of Tennessee Mossman Science Lab
- Alcoa High School - Alcoa City Schools
- Hardin Valley Middle School - Knox County
- Adrian Burnette Elementary School – Knox County Schools
- Lonsdale Elementary School – Knox Count Schools
- Gibbs Middle School – Knox County Schools
- Paulette Elementary School – Union County Schools
- Luttrell Elementary School - Union County Schools
- Prospect Elementary School – Blount County Schools
- Greenback K-12 – Loudon County Schools
- Fort Loudon Elementary School - Loudon County Schools
- Jefferson County Junior High School – Jefferson County Schools
- Findley Elementary School – Jefferson County Schools
- Dumpling Valley Elementary School – Jefferson County Schools
- Alcoa Intermediate School – Alcoa Public Building Authority
- Maryville High School Expansion – Maryville City Schools

Education

B.S., Civil Engineering, University of Tennessee, Knoxville, 2006

Years of Experience

16+

Registrations

Professional Engineer:

- Tennessee
- Virginia

Certifications

American Concrete Institute (ACI)

- Concrete Field Testing Technician
- Concrete Construction Special Inspector
- Adhesive Anchor Installer
- Self-Consolidating Concrete Testing Technician
- International Code Council (ICC)
- Structural Masonry Special Inspector
- Soils Special Inspector

Tennessee Department of Transportation (TDOT)

- TDOT Asphalt Roadway Technician
- TDOT Soils and Aggregate Certified Technician
- Work Zone Traffic Control/Flagging
- US DOT Hazmat Certification (Portable Nuclear Gauges)

Professional Affiliations

- American Concrete Institute (ACI)

Adam Hicks, P.E.

CMT Project Manager//Lead Special Inspector

Adam Hicks possesses 16+ years of engineering experience. His areas of expertise lie in geotechnical engineering and construction materials testing, project management, seismic assessments, deep foundation systems, including piles, caissons, drilled piers, settlement analysis, soil surveys, geologic site mapping, slope stability analysis, Karst terrain and construction materials testing in particular in place testing of soils and concrete. His responsibilities have included serving as a project engineer project manager, Technical quality assurance manager and Technical Lead.

SELECT PROJECT EXPERIENCE

- University of Tennessee Engineering Services Facility
- University of Tennessee Engineering Services Facility
- University of Tennessee Student Union – Phase 2
- 2010 Cumberland Avenue Student Housing (The Evolve)
- Lincoln Heights Elementary School – Hamblen County Board of Education
- Alcoa High School - Alcoa City Schools
- Findley Elementary School – Jefferson County Schools
- Dumpling Valley Elementary School – Jefferson County Schools
- Alcoa Intermediate School – Alcoa Public Building Authority
- Maryville High School Expansion – Maryville City Schools
- Hardin Valley Middle School - Knox County
- Adrian Burnette Elementary School – Knox County Schools
- Lonsdale Elementary School – Knox Count Schools
- Gibbs Middle School – Knox County Schools
- Paulette Elementary School – Union County Schools
- Luttrell Elementary School - Union County Schools

Education

B.S., Geoscience, Tennessee Tech University, 2013

Years of Experience

9

Registrations

Professional Geologist:

- Tennessee
- Kentucky

ACI Field

ACI Concrete Special Inspector

Professional Affiliations

- Society of Exploration Geophysicists (SEG)
- East Tennessee Geological Society (ETGS)

Taylor Vincent, P.G.

CMT Project Manager//Lead Special Inspector

Taylor Vincent possesses 9+ years of engineering experience. His areas of expertise lie in geotechnical engineering and construction materials testing, project management, seismic assessments, deep foundation systems, including piles, caissons, drilled piers, settlement analysis, soil surveys, geologic site mapping, slope stability analysis, Karst terrain and construction materials testing in particular in place testing of soils and concrete. His responsibilities have included serving as a project engineer project manager, Technical quality assurance manager and Technical Lead.

SELECT PROJECT EXPERIENCE

- Adrian Burnette Elementary School – Knox County Schools
- Lincoln Heights Elementary School – Hamblen County Board of Education
- Christian Academy of Knoxville Christian Life Center – Christian Academy of Knoxville
- Lonsdale Elementary School – Knox Count Schools
- Hardin Valley Middle School – Knox Count Schools
- Paulette Elementary School – Union County Schools
- Luttrell Elementary School - Union County Schools
- Prospect Elementary School – Blount County Schools
- Greenback K-12 – Loudon County Schools
- Fort Loudon Elementary School - Loudon County Schools
- Findley Elementary School – Jefferson County Schools
- Dumpling Valley Elementary School – Jefferson County Schools
- Alcoa Intermediate School – Alcoa Public Building Authority
- Maryville High School Expansion – Maryville City Schools

Education

B.S., Civil Engineering, University of Mississippi, 1999

Bachelor of Public Administration, University of Mississippi, 1992

Years of Experience

15

Registrations

- Engineer-in-Training, EI-6233

Certifications

- ACI Concrete Field Testing Technician Grade I
- ACI Concrete Construction Special Inspector
- Hilti Basic Firestop Installation
- Hilti Special Inspection of Firestopping
- PTI Level 1 & 2 Unbonded
- Post-Tensioning

Professional Affiliations

- Tennessee Society of Professional Engineers (TSPE)
- National Society of Professional Engineers (NSPE)

Kyle Barron, E.I.

CMT Project Manager/Lead Special Inspector

Kyle Barron possesses 15+ years of engineering experience. His areas of expertise lie in geotechnical engineering and construction materials testing, project management, seismic assessments, deep foundation systems, including piles, caissons, drilled piers, settlement analysis, soil surveys, geologic site mapping, slope stability analysis, Karst terrain and construction materials testing in particular in place testing of soils and concrete. His responsibilities have included serving as a project engineer project manager, Technical quality assurance manager and Technical Lead.

SELECT PROJECT EXPERIENCE

- University of Tennessee Engineering Services Facility
- University of Tennessee Student Union – Phase 2
- 2010 Cumberland Avenue Student Housing (The Evolve)
- Lincoln Heights Elementary School – Hamblen County Board of Education
- University of Tennessee Strong Hall
- University of Tennessee Mossman Science Lab
- Alcoa High School – Alcoa Public Building Authority
- Gibbs Middle School – Knox County Schools
- Findley Elementary School – Jefferson County Schools
- Dumpling Valley Elementary School – Jefferson County Schools
- Alcoa Intermediate School – Alcoa Public Building Authority
- Maryville High School Expansion – Maryville City Schools
- Hardin Valley Middle School – Knox County Schools
- Adrian Burnette Elementary School – Knox County Schools
- Lonsdale Elementary School – Knox Count Schools

Education

High School Diploma

Years of Experience

27

Certifications

- NICET Level 2 - Soil, Concrete
- TDOT Soils Technician Level 1
- TDOT Asphalt Roadway Technician
- American Concrete Institute Field Testing Technician, Grade 1
- Radiation Safety and Use of Nuclear Soils Gauge

Mike Breza

Lead Special inspector

Mr. Breza has a wide range of experience in transportation, power generation, underground utility, waist purification, industrial manufacturing, and construction services testing and observations. Mr. Breza has provided engineering technician support and guidance during construction phase services for multiple, major federal, state and private projects.

SELECT PROJECT EXPERIENCE

- Adrian Burnette Elementary School – Knox County Schools
  (Special Inspector)
- Lincoln Heights Elementary School – Hamblen County Board of Education
  (Special Inspector)
- Christian Academy of Knoxville Christian Life Center – Christian Academy of Knoxville
  (Special Inspector)
- Lonsdale Elementary School – Knox Count Schools
- Hardin Valley Middle School – Knox County Schools
- Gibbs Middle School – Knox County Schools
- Paulette Elementary School – Union County Schools
- Luttrell Elementary School - Union County Schools
- Prospect Elementary School – Blount County Schools
- Greenback K-12 – Loudon County Schools
- Fort Loudon Elementary School - Loudon County Schools
- Alcoa High School - Alcoa City Schools

Education

High School Diploma

Years of Experience

17

Certifications

- ACI Field Testing Technician – Level I

Mark Byrd

Field Technician

Mr. Byrd has robust concrete testing experience in educational, transportation, power generation, industrial manufacturing, commercial developments, and construction services testing and observations. Mr. Byrd has provided engineering technician support during construction phase services for multiple, major federal, state and private projects.

SELECT PROJECT EXPERIENCE

- East Tennessee Children's Hospital, Knoxville Tennessee
- Y-12 National Security Complex (NSC) Uranium Processing Facility (UPF), Construction Support Building, Oak Ridge, Tennessee
- Adrian Burnette Elementary School – Knox County Schools
- Lincoln Heights Elementary School – Hamblen County Board of Education
- Christian Academy of Knoxville Christian Life Center – Christian Academy of Knoxville
- Lonsdale Elementary School – Knox Count Schools
- Hardin Valley Middle School – Knox County Schools
- Gibbs Middle School – Knox County Schools
- Paulette Elementary School – Union County Schools
- Luttrell Elementary School - Union County Schools
- Prospect Elementary School – Blount County Schools
- Greenback K-12 – Loudon County Schools
- Fort Loudon Elementary School - Loudon County Schools

Marc Cullip, CWI

Field Technician

Mr. Cullip provides services on complex testing and inspection projects. Marc is also a Certified Welding Inspector who tests and observes structural steel. He has provided construction materials testing and observations for multiple projects in the East Tennessee area over his 18 years of experience in accordance with AWS standards.

Education

B.S., Business Administration, Carson Newman College, 1996

Years of Experience

18

Certifications

- CWI Certified Welding Inspector
- ICC Structural Steel and Bolting Special Inspector
- ICC Structural Welding Special Inspector
- ACI Level I Concrete Technician Certification
- ACI Level I Concrete Laboratory Testing Technician
- ACI Level I Concrete Strength Testing Technician
- ACI Level I Aggregate Testing Technician
- ACI Adhesive Anchor Installation
- NICET Level III Soils and Concrete Certifications
- NICET LEVEL II Asphalt Technician Certification
- NCAT Level I Asphalt Laboratory Technician
- OSHA 10-hour

SELECT PROJECT EXPERIENCE

- State Street Garage Additions – Knoxville, TN
- University of Tennessee Women's Softball Stadium – Knoxville, TN
- University of Tennessee Pratt Pavilion – Knoxville, TN
- University of Tennessee Student Health Center – Knoxville, TN
- University of Tennessee Neyland Stadium Addition - Knoxville, TN
- University of Tennessee Thompson Boiling Arena - Knoxville, TN
- University of Tennessee Student Union – Knoxville, TN
- University of Tennessee Parking Garage – Knoxville, TN
- University of Tennessee Support Services Complex – Knoxville, TN
- Foothills Parkway Missing Link Bridge – Blount County, TN
- Melton Valley Hydrologic Isolation – Oak Ridge
- Various Saint Mary's North Hospital Projects – Emory Road, Knoxville
- Music Road Inn – Pigeon Forge
- Independent Apartment Complex – Kingston Pike, Knoxville
- University of Tennessee Women's Softball Stadium – Knoxville
- University of Tennessee Campus Entrance Improvements – Knoxville
- Powell Branch Library – Emory Road, Knoxville
- Corryton Community Center Addition – Knox County
- Knoxville Station Transit Center - Knoxville
- Brickey/McCloud Elementary School, Knoxville
- New Harvest Park – Washington Pike, Knoxville
- Maryville College Civic Arts Center- Maryville
- New Residence Hall at Maryville College – Maryville
- Caryville Elementary School – Caryville
- LaFollette Elementary School – LaFollette
- Greenville High School Auditorium – Greenville
- Gibbs Middle School – Knox County Schools
- Paulette Elementary School – Union County Schools
- Luttrell Elementary School - Union County Schools
- Prospect Elementary School – Blount County Schools
- Greenback K-12 – Loudon County Schools
- Fort Loudon Elementary School - Loudon County Schools
- Jefferson County Junior High School – Jefferson County Schools
- Findley Elementary School – Jefferson County Schools
- Dumpling Valley Elementary School – Jefferson County Schools

Education

High School Diploma

Years of Experience

27

Certifications

- Nuclear Density Gauge Operator
- ACI Field Testing Technician, Grade I
- ACI Strength Testing Technician
- ACI Aggregate Testing Technician
- ACI Laboratory Testing Technician Level I
- TDOT – Asphalt Roadway Testing Technician

Justin Latham, CET

Field Technician

Justin Latham, C.E.T. is a certified engineering technician with hands-on expertise in both field and laboratory testing of construction materials, including soil, aggregate, concrete, masonry, and asphalt. His responsibilities include performing standard soil evaluations such as moisture density relationship testing, Atterberg limits, California Bearing Ratio (CBR), and freeze-thaw durability analysis. In concrete testing, he conducts compressive strength testing, fresh property evaluations, and mix design proportioning. Justin also oversees comprehensive aggregate testing, including sieve analysis, abrasion resistance, and soundness evaluations. His asphalt testing capabilities include hot mix asphalt sampling and testing, Marshall specimen preparation, asphalt content analysis, and maximum theoretical specific gravity assessments. Justin plays a critical role in maintaining quality control across multiple material types and ensures that all testing aligns with ASTM and project-specific standards.

SELECT PROJECT EXPERIENCE

- Adrian Burnette Elementary School – Knox County Schools
- Lincoln Heights Elementary School – Hamblen County Board of Education
- Christian Academy of Knoxville Christian Life Center – Christian Academy of Knoxville
- Lonsdale Elementary School – Knox Count Schools
- Hardin Valley Middle School – Knox County Schools
- Gibbs Middle School – Knox County Schools
- Paulette Elementary School – Union County Schools
- Luttrell Elementary School - Union County Schools
- Prospect Elementary School – Blount County Schools
- Greenback K-12 – Loudon County Schools
- Fort Loudon Elementary School - Loudon County Schools
- Jefferson County Junior High School – Jefferson County Schools
- Findley Elementary School – Jefferson County Schools
- Dumpling Valley Elementary School – Jefferson County Schools
- Alcoa High School – Alcoa Public Building Authority
- Alcoa Intermediate School – Alcoa Public Building Authority
- Maryville High School Expansion – Maryville City Schools

Education

High School Diploma

Years of Experience

7

Certifications

- ACI Field Testing Technician Level 1
- FACE, F-Number Measurement

Professional Affiliations

- American Concrete Institute (ACI)

Colby Nix

Field Technician

Field Quality Control: Fresh concrete testing and sampling, experienced in performance of floor flatness testing.

SELECT PROJECT EXPERIENCE

- University of Tennessee Strong Hall, Knoxville Tennessee
- University of Tennessee Mossman Science Lab, Knoxville Tennessee
- Lonsdale Elementary School – Knox Count Schools
- Hardin Valley Middle School – Knox County Schools
- Gibbs Middle School – Knox County Schools
- Alcoa High School – Alcoa Public Building Authority
- Findley Elementary School – Jefferson County Schools
- Dumpling Valley Elementary School – Jefferson County Schools
- Alcoa Intermediate School – Alcoa Public Building Authority
- Maryville High School Expansion – Maryville City Schools
- Luttrell Elementary School - Union County Schools
- Prospect Elementary School – Blount County Schools
- Greenback K-12 – Loudon County Schools
- Fort Loudon Elementary School - Loudon County Schools

Years of Experience

28+

Certifications

- NRMCA Field Testing Technician – Grade II
- ICC Soils Special Inspector
- FACE, F-Number Measurement
- 10-Hour OSHA Construction Safety Training
- 30-Hour OSHA Construction Safety
- ACI Aggregate Testing Technician Level 1
- ACI Concrete Lab Testing Technician Level 1
- ACI Concrete Strength Testing Technician Level 1

Jeffery T. Rymer

Laboratory Manager

Experienced in the determination of engineering properties for soils, aggregate and concrete in accordance with applicable testing standards, such as ASTM, AASHTO, ACI, and the IBC. Proficient in the calibration of sensitive laboratory and field testing equipment. Experienced in the organization and documentation of laboratory operations in preparation of audits for specific clients and for AASHTO Material Reference Laboratory (AMRL) inspections/accreditations. Highly experienced in on-site inspections and testing related to site grading, foundation inspections, reinforcing steel installation inspections, and concrete material testing. Field inspections includes work as an ANSI 45.2.6 Level II QC inspector at several nuclear power stations, where daily observations and testing of work performed is verified and approved for plant records.

SELECT PROJECT EXPERIENCE

- University of Tennessee Strong Hall
- University of Tennessee Mossman Science Lab
- Hardin Valley Middle School – Knox County Schools
- Gibbs Middle School – Knox County Schools
- Paulette Elementary School – Union County Schools
- Luttrell Elementary School - Union County Schools
- Prospect Elementary School – Blount County Schools
- Greenback K-12 – Loudon County Schools
- Fort Loudon Elementary School - Loudon County Schools
- Jefferson County Junior High School – Jefferson County Schools
- Findley Elementary School – Jefferson County Schools
- Dumpling Valley Elementary School – Jefferson County Schools
- Alcoa High School – Alcoa Public Building Authority
- Alcoa Intermediate School – Alcoa Public Building Authority
- Maryville High School Expansion – Maryville City Schools

Years of Experience

23

Certifications

- Nuclear Density Gauge Operator
- ACI Field Testing Technician, Grade I
- ACI Strength Testing Technician
- ACI Aggregate Testing Technician
- ACI Laboratory Testing Technician Level I
- ACI Laboratory Testing Technician Level II
- ACI Adhesive Anchor Inspector
- ACI I Post Installed Anchor Inspector
- Floor Flatness/Floor Levelness F-Number Measurement

Joshua Eslinger, C.E.T

Quality Control Manager

UES, Quality Supervisor. Individual responsible for implementing and maintaining the Quality Systems Manual. Responsibilities include receipt inspection of samples and purchased equipment, calibrations of equipment, retaining and maintaining test and employee records in three offices.

Laboratory and field testing of hot mix asphalt, soil, aggregate, masonry, masonry products, concrete, and cement; laboratory testing of reinforcing steel and wire products; field inspections of post installed anchors; field and laboratory inspection of brick masonry; field and laboratory inspection of coatings; Floor Flatness and Floor Levelness using multiple apparatuses; Experience in Quality Assurance Programs i.e. 10CFR50, NQA-1, ASTM, AASHTO.

SELECT PROJECT EXPERIENCE

- Adrian Burnette Elementary School – Knox County Schools
- Lincoln Heights Elementary School – Hamblen County Board of Education
- Christian Academy of Knoxville Christian Life Center – Christian Academy of Knoxville
- Lonsdale Elementary School – Knox Count Schools
- Hardin Valley Middle School – Knox County Schools
- Gibbs Middle School – Knox County Schools
- Paulette Elementary School – Union County Schools
- Luttrell Elementary School - Union County Schools
- Prospect Elementary School – Blount County Schools
- Greenback K-12 – Loudon County Schools
- Fort Loudon Elementary School - Loudon County Schools
- Alcoa High School – Alcoa Public Building Authority
- Alcoa Intermediate School – Alcoa Public Building Authority

	Years Experience	Professional Engineer	Engineer In Training	Staff Professional	Senior Technician	Technician	ACI Concrete Field Testing Technician	ACI Aggregate Testing Technician	ACI Concrete Strength Testing Technician	ACI Laboratory Testing Technician Level I	ACI Laboratory Testing Technian Level II	ACI Ahesive Anchor Installation Inspector	ACI Concrete Special Inspector	PTI Level I Post-Tensioning Inspector	PTI Level II Post-Tensioning Inspector	ICC Soils Special Inspector	TDOT Soils and Aggregate Technician	NICET Soils Level II	TDOT Asphalt Roadway Inspector	TDOT Asphalt Plant Technician	TDOT Asphalt Mix Design Technician
Engineering Staff																					
Kyle Barron	4		X				X						X	X	X						
Reid Beebe		X											X								
Matthew Bible			X																		
Micheal Bridges	3		X																		
Jason Burgess	21	X					X	X	X	X	X	X									
Matt Haston		X																			
Christopher Haynes		X					X						X	X	X						
W. Ros. Kingery		X																			
Stephen Martin			X																		
Dennis Williams		X																			
Brian Williamson		X																			
Construction Services Staff																					
Mike Breza	21				X		X									X	X		X		
Mark Byrd	14				X		X														
Ken Carlton	20				X		X														
Cody Cox	4					X	X							X							
Marc Cullip	17				X		X	X	X	X		X									
Seth Daniels	5					X	X														
Joshua Eslinger	19				X		X	X	X	X	X	X	X							X	X
Travis Garrison	15				X		X														
Danny Gordon	18				X		X														
Mike Hunter	12				X		X									X					
David Jessie	15				X													X	X		
Aaron Keys	2					X	X	X													
Brian King	12				X		X	X	X	X									X		
Jonathan King	1					X	X														
Allen Lane	20				X		X	X	X	X											
Justin Latham	8					X	X	X	X	X									X		
Andrew Moore	8				X		X									X			X		
Travis Mullins	12				X																
Dwayne Nicley	29				X											X					
Colby Nix	3					X	X														
David Noles	45				X																
Marie Olivent	3					X			X												
Malcolm Randolph	18			X																	
Frankie Raymond	1					X															
Jack Richardson	30				X											X	X				
Chad Russell	19				X																
Jeff Rymer	29				X		X	X	X												
Robert Sullivan	10				X																
Jason Webb	20			X																	

Projects and Workload

PART V - PROJECTS AND WORKLOAD

The following are representative School Projects where Geotechnical Engineering, Construction Materials Testing and Special Inspections were performed which included site work, foundation excavation evaluations, reinforcing steel inspections, concrete testing, masonry inspections and testing, structural steel inspections, fire proofing inspections and exterior concrete and asphalt pavement testing.

WEST RIDGE HIGH SCHOOL
(Sullivan County School District)

Construction Duration	June 2017 – April 2021
Testing/Inspection Budget	$150,000 (Actual $130,000)
Contact Information	Sullivan Co Board of Education Kristina Davis

The West Ridge High School construction project in Blountville, TN, involved the creation of a new 290,000 square foot high school building, along with almost 20,000 square feet of ancillary areas. The main building features classrooms, vocational spaces, a flex lab, gymnasium, auditorium, and a central gathering area. The ancillary areas include an athletic field house, baseball support building, greenhouse, and sports field arenas. The project was completed in 2021.

ADRIAN BURNETTE ELEMENTARY SCHOOL
(Knox County Schools)

Construction Duration	September 2021 – December 2023
Testing/Inspection Budget	Budget $85,000 and adjusted to $100,000 to Include Storm Structure (Actual $95,000)
Contact Information	Merit Construction Tommy Cutcher

New 94,000 square foot Elementary School consisting of 34 new classrooms for 800 students with the capacity to add 300 additional students. The building also included a 7,100 square foot gymnasium and stage which is compliant for ICC-500 storm shelter requirements.

KNOXVILLE CATHOLIC HIGH SCHOOL AUDITORIUM
(Knoxville Catholic)

Construction Duration	March 2021 – April 2022
Testing/Inspection Budget	$25,000 (Actual $18,000)
Contact Information	Rouse Construction Inc. John Townsend

New 14,000 square foot, 375-seat auditorium constructed to serve the school band, theatre, choral, digital media, dance and fine arts programs.

LONSDALE ELEMENTARY SCHOOL
(Knox Count Schools)

Construction Duration	April 2021 – August 2022
Testing/Inspection Budget	Budget $75,000 Actual $45,600
Contact Information	Rouse Construction Inc. John Townsend

Design Build Project between Knox County Schools and McCarty Holsaple McCarty (Architect) and Rouse Construction featuring a 94,000 square foot PreK-5 Elementary School designed for 600 students with added capacity to 800 students. Project also consisted of one of the first ICC 500-compliant storm shelters which also serves as the school gymnasium.

PART V - PROJECTS AND WORKLOAD

LINCOLN HEIGHTS ELEMENTARY SCHOOL
(Hamblen County Board of Education)

Construction Duration	April 2022 – December 2024
Testing/Inspection Budget	Budget $50,000 (actual $38,000)
Contact Information	Merit Construction Mac Byers

New 88,000 square foot Elementary School for 700 students that replaced the existing outdated Lincoln Heights Elementary School. Space includes classrooms for Prek-5, cafeteria, gymnasium, media center and support spaces. The school was built to include an option for future expansion to increase capacity to 900 students.

Projected Workload

Based on current contracts and anticipated task orders, UES expects a steady and robust workload throughout the upcoming year. Our team is well-positioned to manage ongoing commitments while remaining fully available to support new projects, including projects and services for Knox County. We continue to monitor regional development trends and adjust staffing and resources proactively to ensure responsiveness and quality across all assignments.

Litigation & Conflict of Interest

PART VI - LITIGATION

LITIGATION

UES Professional Solutions 19, LLC affirms that it has had no litigation—past or present—within the last five years, including any pending or resolved legal actions. Furthermore, the company has never been involved in litigation connected to Knox County or with any agency, contractor, or client performing work on a Knox County project. This statement includes all civil, contractual, or professional liability matters relevant to our operations.

PART VII - CONFLICT OF INTEREST

CONFLICT OF INTEREST

UES Professional Solutions 19, LLC affirms that there are no known conflicts of interest that would impact our ability to perform the services outlined in this proposal. We have no financial, personal, or professional relationships that would create a conflict with Knox County or any parties associated with this contract.

Required Attachments

PART VII - REQUIRED ATTACHMENTS

EXHIBIT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR QUALIFICATIONS #3646

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
		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	$2,000,000 per occurrence and in the aggregate	
		PROFESSIONAL LIABILITY		
YES	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 and in the aggregate	
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.	GARAGE KEEPER'S DIRECT 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	

PART VII - REQUIRED ATTACHMENTS

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE LISTED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO; ENDORSEMENT PAGE(S) WILL BE PROVIDED AS LONG AS THE CONTRACT IS IN EFFECT.

and Professional Liability

22. CERTIFICATE OF INSURANCE SHALL SHOW THE QUALIFICATION NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED_____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE RESPONDENT NAMED BELOW AND HAVE ADVISED THE RESPONDENT OF REQUIRED COVERAGE.

Agency Name: Greyling Insurance Brokerage, a division of EPIC **Authorizing Signature:** _____

RESPONDENT'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

Respondent Name: William R. Kroger III **Authorizing Signature:** _____

PART VII - REQUIRED ATTACHMENTS

EXHIBIT B
REQUEST FOR QUALIFICATIONS #3646

AFFIDAVIT OF COMPLIANCE
IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL

Comes William R. Kingery III, for and on behalf of
(Printed name of Principal Officer of Company)
UES Professional Solutions 19, LLC, (the "Company") and, after being duly authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

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.

Signature

Title: VP | Principal

Sworn to and subscribed before me, a Notary Public, this 18th day of April, 2025.

RACHEL E HOLLAND
STATE OF TENNESSEE
NOTARY PUBLIC
COUNTY OF KNOX
My Comm. Expires 07/06/2025

Notary Public

My Commission Expires:
7/6/25

PART VII - REQUIRED ATTACHMENTS

EXHIBIT C
REQUEST FOR QUALIFICATIONS #3646

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with response by contractor)

I, William R. Kingery III, President or other Principal Officer of VES Professional Solutions 19, 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 qualification 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: VES Professional Solutions 19, LLC
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by William R. Kingery III,

President or Principal Officer of VES Professional Solutions 19, LLC,

On this 18th day of April 2025.

RACHELE HOLLAND STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF KNOX My Comm. Expires 07/06/2025

Notary Public

My Commission expires: 7-6-25

Additional Information & Exceptions

PART IX - ADDITIONAL INFORMATION

N/A

PART X - EXCEPTIONS

UES agrees to perform all services as outlined in the solicitation, fully adhering to the specified requirements. No exceptions are requested.

Appendix

PART VIII - ADDITIONAL INFORMATION

USACE and AASHTO Accredited Laboratories

MTC
MATERIALS TESTING CENTER

USACE CERTIFICATE OF LABORATORY VALIDATION

ERDC
ENGINEER RESEARCH & DEVELOPMENT CENTER

UES Professional Solutions 19, LLC

2561 Willow Point Way
Knoxville, TN, United States
Jeff Rymer
(865) 539-8242

has demonstrated, by abbreviated audit of its AASHTO accreditation, or by inspection of required records, equipment, procedures, facilities, and/or final reports, its proficiency to perform testing of construction materials, as established by the quality standards of AASHTO R 18 guidance and the requirements of the applicable ASTM standards.

THIS USACE CERTIFICATE OF LABORATORY VALIDATION IS ACCURATE AS OF ITS DATE AND TIME OF GENERATION:

17 APR 2025 AT 12:37 HOURS

ALL METHODS LISTED ON THIS CERTIFICATE OF VALIDATION WILL EXPIRE ON 01/23/2027

PLEASE CONFIRM THE CURRENT VALIDATION STATUS OF THIS LABORATORY USING THE SEARCH FEATURE ON OUR PUBLIC WEBSITE: https://mtc.erdc.dren.mil

Chad A. Gartrell, PE, Director
USACE Materials Testing Center
Vicksburg, Mississippi, USA

SPRAYED FIRE RESISTIVE

Sprayed Fire Resistive - E 605 - Thickness and Density of Sprayed Fire Resistive Material (SFRM) Applied to Structural Members
Sprayed Fire Resistive - E 736 - Cohesion Adhesion of Sprayed Fire Resistive Materials Applied to Structural Members

PART VIII - ADDITIONAL INFORMATION

AGGREGATE

Aggregate - C 40 - Organic Impurities
Aggregate - C 88 - Sulfate Soundness
Aggregate - C 117 - Material Finer than 75 µm (No. 200) Sieve
Aggregate - C 127 - Specific Gravity & Absorption in Coarse Aggregate
Aggregate - C 128 - Specific Gravity & Absorption in Fine Aggregate
Aggregate - C 131 - Los Angeles Abrasion Resistance on Small-Size Coarse Aggregate
Aggregate - C 136 - Sieve Analysis of Aggregates
Aggregate - E 329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
Aggregate - C 535 - Los Angeles Abrasion Resistance on Large Size Coarse Aggregate
Aggregate - C 566 - Total Moisture Content
Aggregate - C 702 - Reducing Samples to Testing Size
Aggregate - C 1077 - Concrete and Concrete Aggregate Testing Standards (Quality Standards)
Aggregate - D 3666 - Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials

BITUMINOUS

Bituminous - E 329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
Bituminous - D 2041 - Theoretical Maximum Specific Gravity & Density (Rice)
Bituminous - D 2726 - Bulk Specific Gravity and Density
Bituminous - D 2950 - Density of Bituminous Concrete in Place by Nuclear Methods
Bituminous - D 3203 - Percent Air Voids
Bituminous - D 3549 - Thickness or Height of Compacted Asphalt Mixture Specimens
Bituminous - D 3666 - Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
Bituminous - D 5444 - Mechanical Size Analysis of Extracted Aggregate
Bituminous - D 6307 - Asphalt Content of Hot-Mix Asphalt by Ignition Method
Bituminous - D 6926 - Preparation of Bituminous Specimens using Marshall
Bituminous - D 6927 - Marshall Stability and Flow of Bituminous Mixtures

CONCRETE

Concrete - C 31 - Making and Curing Test Specimens in the Field
Concrete - C 39 - Compressive Strength of Cylindrical Specimens
Concrete - C 42 - Drilled Cores and Sawed Beams
Concrete - C 78 - Flexural Strength by Third Point Loading
Concrete - C 138 - Unit Weight and Air Content by Gravimetric
Concrete - C 143 - Slump
Concrete - C 157 - Length Change of Concrete and Mortars
Concrete - C 172 - Sampling
Concrete - C 173 - Air Content by Volumetric ***required if C231 not performed***
Concrete - C 231 - Air Content by Pressure ***required if C173 not performed***
Concrete - E 329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
Concrete - C 511 - Moist Cabinets, Moist Rooms, Water Storage Tanks
Concrete - C 617 - Capping Cylindrical Specimens
Concrete - C 1064 - Temperature of Concrete
Concrete - C 1077 - Concrete and Concrete Aggregate Testing Standards (Quality Standards)
Concrete - C 1231 - Unbonded Caps
Concrete - C 1542 - Measuring Length of Concrete Cores
Concrete - C 1567 - Potential Alkali Silica Reactivity Cementitious Materials and Aggregate Accelerated Mortar Bar Method

ROCK

Rock - D 4543 - Preparing Rock Core Specimens and Determining Tolerances
Rock - D 7012 - Compressive Strength & Elastic Moduli of Rock Core Specimens - Method C - Uniaxial Comp. Strength

SOILS

Soils - G 57 - Field Measurement of Soil Resistivity Using the Wenner Four-Electrode Method
Soils - E 329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
Soils - D 421 - Dry Preparation for Particle Size Distribution & Soil Constants
Soils - D 422 - Particle Size Analysis (Sieve and Hydrometer)
Soils - D 698 - Compaction Characteristics by Standard Effort
Soils - D 1140 - Material Finer than 75 □m (No. 200) Sieve
Soils - D 1556 - Density & Unit Weight by Sand Cone
Soils - D 1557 - Compaction Characteristics by Modified Effort
Soils - D 1883 - CA Bearing Ratio (CBR)
Soils - D 2166 - Unconfined Compressive Strength
Soils - D 2216 - Water Content
Soils - D 2487 - Classification of Soils
Soils - D 2850 - Unconsolidated, Undrained Strength in Triaxial Compression
Soils - D 2974 - Moisture, Ash, & Organic Matter of Peat & Other Organic Soils
Soils - D 3740 - Soil and Rock Testing Standards (Quality Standard)
Soils - D 4318 - Liquid & Plastic Limits & Plasticity Index
Soils - D 4767 - Consolidated-Undrained Triaxial Compression
Soils - D 5084 - Hydraulic Conductivity using a Flexible Wall Permeameter
Soils - D 6913 - Particle-Size Distribution of Soils Using Sieve Analysis
Soils - D 6938 - Density and Water Content by Shallow Depth Nuclear Method
Soils - D 7928 - Fine Grain Distribution with Hydrometer

PART VIII - ADDITIONAL INFORMATION

AASHTO ACCREDITED

Certificate of Accreditation

American Association of State Highway and Transportation Officials
AASHTO

UES Professional Solutions 19, LLC

in

Knoxville, Tennessee, USA

has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories (aashtoresource.org).

Jim Tymon,
AASHTO Executive Director

Matt Linneman,
AASHTO COMP Chair

This certificate was generated on 04/17/2025 at 1:34 PM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory

AASHTO ACCREDITED

Scope of AASHTO Accreditation for:

UES Professional Solutions 19, LLC
in Knoxville, Tennessee, USA

Quality Management System

Standard:		Accredited Since:
R18	Establishing and Implementing a Quality System for Construction Materials Testing Laboratories	01/28/2010
C1077 (Aggregate)	Laboratories Testing Concrete and Concrete Aggregates	01/10/2011
C1077 (Concrete)	Laboratories Testing Concrete and Concrete Aggregates	01/10/2011
D3666 (Aggregate)	Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials	06/20/2014
D3666 (Asphalt Mixture)	Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials	10/04/2021
D3740 (Soil)	Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction	01/10/2011
E329 (Aggregate)	Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	04/20/2012
E329 (Asphalt Mixture)	Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	10/04/2021
E329 (Concrete)	Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	04/20/2012
E329 (Soil)	Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	03/15/2012

This certificate was generated on 04/17/2025 at 1:34 PM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory

PART VIII - ADDITIONAL INFORMATION

Scope of AASHTO Accreditation for:

UES Professional Solutions 19, LLC

in Knoxville, Tennessee, USA

Asphalt Mixture

Standard:		Accredited Since:
R68	Preparation of Asphalt Mixtures by Means of the Marshall Apparatus	10/04/2021
T30	Mechanical Analysis of Extracted Aggregate	06/20/2014
T166	Bulk Specific Gravity of Compacted Hot Mix Asphalt Using Saturated Surface-Dry Specimens	10/04/2021
T209	Maximum Specific Gravity of Hot Mix Asphalt Paving Mixtures	06/20/2014
T245	Resistance to Plastic Flow of Asphalt Mixtures Using Marshall Apparatus	10/04/2021
T269	Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures	06/20/2014
T308	Determining the Asphalt Content of Hot Mix Asphalt (HMA) by the Ignition Method	06/20/2014
T355	Density of Bituminous Concrete In Place by Nuclear Methods	10/04/2021
D2041	Maximum Specific Gravity of Hot Mix Asphalt Paving Mixtures	06/20/2014
D2726	Bulk Specific Gravity of Compacted Hot Mix Asphalt Using Saturated Surface-Dry Specimens	10/04/2021
D2950	Density of Bituminous Concrete In Place by Nuclear Methods	04/16/2018
D3203	Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures	06/20/2014
D3549	Thickness or Height of Compacted Bituminous Paving Mixture Specimens	10/04/2021
D5444	Mechanical Analysis of Extracted Aggregate	06/20/2014
D6307	Determining the Asphalt Content of Hot Mix Asphalt (HMA) by the Ignition Method	06/20/2014
D6926	Preparation of Asphalt Mixtures by Means of the Marshall Apparatus	10/04/2021
D6927	Resistance to Plastic Flow of Asphalt Mixtures Using Marshall Apparatus	10/04/2021

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Scope of AASHTO Accreditation for:

UES Professional Solutions 19, LLC

in Knoxville, Tennessee, USA

Soil

Standard:		Accredited Since:
R58	Dry Preparation of Disturbed Soil and Soil Aggregate Samples for Test	01/28/2010
T88	Particle Size Analysis of Soils by Hydrometer	01/28/2010
T89	Determining the Liquid Limit of Soils (Atterberg Limits)	01/28/2010
T90	Plastic Limit of Soils (Atterberg Limits)	01/28/2010
T99	The Moisture-Density Relations of Soils Using a 5.5 lb [2.5 kg] Rammer and a 12 in. [305 mm] Drop	01/28/2010
T100	Specific Gravity of Soils	01/28/2010
T180	Moisture-Density Relations of Soils Using a 10 lb [4.54 kg] Rammer and an 18 in. [457 mm] Drop	01/28/2010
T191	Density of Soil In-Place by the Sand Cone Method	01/28/2010
T193	The California Bearing Ratio	09/21/2011
T265	Laboratory Determination of Moisture Content of Soils	01/28/2010
T267	Determination of Organic Content in Soils by Loss on Ignition	06/22/2023
T310	In-Place Density and Moisture Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)	01/28/2010
D421	Dry Preparation of Disturbed Soil and Soil Aggregate Samples for Test	01/28/2010
D422	Particle Size Analysis of Soils by Hydrometer	01/28/2010
D698	The Moisture-Density Relations of Soils Using a 5.5 lb [2.5 kg] Rammer and a 12 in. [305 mm] Drop	01/28/2010
D854	Specific Gravity of Soils	01/28/2010
D1140	Amount of Material in Soils Finer than the No. 200 (75-µm) Sieve	01/28/2010
D1556	Density of Soil In-Place by the Sand Cone Method	01/28/2010
D1557	Moisture-Density Relations of Soils Using a 10 lb [4.54 kg] Rammer and an 18 in. [457 mm] Drop	01/28/2010
D1883	The California Bearing Ratio	09/21/2011
D2166	Unconfined Compressive Strength of Cohesive Soil	04/23/2019
D2216	Laboratory Determination of Moisture Content of Soils	01/28/2010
D2487	Classification of Soils for Engineering Purposes (Unified Soil Classification System)	01/28/2010

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PART VIII - ADDITIONAL INFORMATION

Scope of AASHTO Accreditation for:

UES Professional Solutions 19, LLC

in Knoxville, Tennessee, USA

Soil (Continued)

Standard:		Accredited Since:
D2850	Unconsolidated, Undrained Compressive Strength of Cohesive Soils in Triaxial Compression	04/23/2019
D2974	Determination of Organic Content in Soils by Loss on Ignition	04/23/2019
D4318	Determining the Liquid Limit of Soils (Atterberg Limits)	01/28/2010
D4318	Plastic Limit of Soils (Atterberg Limits)	01/28/2010
D4767	Consolidated-Undrained Triaxial Compression Test on Cohesive Soils	04/23/2019
D5084	Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter	04/23/2019
D6913	Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis	04/23/2019
D6938	In-Place Density and Moisture Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)	01/28/2010
D7928	Particle-Size Distribution (Gradation) of Fine-Grained Soils Using the Sedimentation (Hydrometer) Analysis	04/23/2019
G57	Field Measurement of Soil Resistivity Using the Wenner Four-Electrode Method	06/22/2023

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Scope of AASHTO Accreditation for:

UES Professional Solutions 19, LLC

in Knoxville, Tennessee, USA

Rock

Standard:		Accredited Since:
D4543	Preparing Rock Core as Cylindrical Test Specimens and Verifying Conformance to Dimensional and Shape Tolerances	10/04/2021
D7012 (Method C)	Compressive Strength of Rock Core Specimens (Method C)	10/04/2021

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PART VIII - ADDITIONAL INFORMATION

Scope of AASHTO Accreditation for:

UES Professional Solutions 19, LLC

in Knoxville, Tennessee, USA

Aggregate

Standard:	Accredited Since:
R76 Reducing Samples of Aggregate to Testing Size	11/06/2014
T11 Materials Finer Than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing	11/06/2014
T21 Organic Impurities in Fine Aggregates for Concrete	11/06/2014
T27 Sieve Analysis of Fine and Coarse Aggregates	11/06/2014
T84 Specific Gravity (Relative Density) and Absorption of Fine Aggregate	11/06/2014
T85 Specific Gravity and Absorption of Coarse Aggregate	11/06/2014
T96 Resistance to Abrasion of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	11/06/2014
T104 Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate	11/06/2014
T255 Total Moisture Content of Aggregate by Drying	11/06/2014
C40 Organic Impurities in Fine Aggregates for Concrete	03/17/2010
C88 Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate	03/17/2010
C117 Materials Finer Than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing	03/17/2010
C127 Specific Gravity and Absorption of Coarse Aggregate	03/17/2010
C128 Specific Gravity (Relative Density) and Absorption of Fine Aggregate	03/17/2010
C131 Resistance to Abrasion of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	04/20/2012
C136 Sieve Analysis of Fine and Coarse Aggregates	03/17/2010
C535 Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	04/20/2012
C566 Total Moisture Content of Aggregate by Drying	03/17/2010
C702 Reducing Samples of Aggregate to Testing Size	03/17/2010

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Scope of AASHTO Accreditation for:

UES Professional Solutions 19, LLC

in Knoxville, Tennessee, USA

Sprayed Fire-Resistive Material

Standard:	Accredited Since:
E605 Thickness and Density of Sprayed Fire-Resistive Material(SFRM) Applied to Structural Members	04/23/2019
E736 Cohesion/Adhesion of Sprayed Fire-Resistive MaterialsApplied to Structural Members	04/23/2019

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PART VIII - ADDITIONAL INFORMATION

Scope of AASHTO Accreditation for:

UES Professional Solutions 19, LLC

in Knoxville, Tennessee, USA

Concrete

Standard:		Accredited Since:
M201	Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the testing of Hydraulic Cements and Concretes	11/06/2014
R60	Sampling Freshly Mixed Concrete	11/06/2014
R100 (Beams)	Making and Curing Concrete Test Specimens in the Field	11/06/2014
R100 (Cylinders)	Making and Curing Concrete Test Specimens in the Field	11/06/2014
R115	Mechanical Mixing of Hydraulic Cement Pastes and Mortars of Plastic Consistency	03/14/2023
T22	Compressive Strength of Cylindrical Concrete Specimens	11/06/2014
T24	Obtaining and Testing Drilled Cores and Sawed Beams of Concrete	06/26/2017
T97	Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	11/06/2014
T119	Slump of Hydraulic Cement Concrete	11/06/2014
T121	Density (Unit Weight), Yield, and Air Content of Concrete	11/06/2014
T152	Air Content of Freshly Mixed Concrete by the Pressure Method	11/06/2014
T160	Length Change of Hardened Hydraulic-Cement, Mortar, and Concrete	03/14/2023
T196	Air Content of Freshly Mixed Concrete by the Volumetric Method	11/06/2014
T231 (7000 psi and below)	Capping Cylindrical Concrete Specimens	03/14/2023
T309	Temperature of Freshly Mixed Portland Cement Concrete	11/06/2014
C31 (Beams)	Making and Curing Concrete Test Specimens in the Field	03/17/2010
C31 (Cylinders)	Making and Curing Concrete Test Specimens in the Field	03/17/2010
C39	Compressive Strength of Cylindrical Concrete Specimens	03/17/2010
C42	Obtaining and Testing Drilled Cores and Sawed Beams of Concrete	06/26/2017
C78	Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	03/17/2010
C138	Density (Unit Weight), Yield, and Air Content of Concrete	03/17/2010
C143	Slump of Hydraulic Cement Concrete	03/17/2010
C157	Length Change of Hardened Hydraulic-Cement, Mortar, and Concrete	03/14/2023

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Scope of AASHTO Accreditation for:

UES Professional Solutions 19, LLC

in Knoxville, Tennessee, USA

Concrete (Continued)

Standard:		Accredited Since:
C172	Sampling Freshly Mixed Concrete	03/17/2010
C173	Air Content of Freshly Mixed Concrete by the Volumetric Method	03/17/2010
C231	Air Content of Freshly Mixed Concrete by the Pressure Method	03/17/2010
C305	Mechanical Mixing of Hydraulic Cement Pastes and Mortars of Plastic Consistency	03/14/2023
C511	Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the testing of Hydraulic Cements and Concretes	04/20/2012
C617 (7000 psi and below)	Capping Cylindrical Concrete Specimens	03/14/2023
C1064	Temperature of Freshly Mixed Portland Cement Concrete	03/17/2010
C1231 (7000 psi and below)	Use of Unbonded Caps in Determination of Compressive Strength of Hardened Concrete Cylinders	04/20/2012
C1542	Measuring Length of Concrete Cores	06/26/2017
C1567	Determining the Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials and Aggregate (Accelerated Mortar-Bar Method)	03/14/2023

This certificate was generated on 04/17/2025 at 1:34 PM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory

Attachment C
Contractor's Fee Schedule

FEE SCHEDULE

July 1, 2025, to June 30, 2026

PERSONNEL

1.	Engineering Technician, *per hour	$ 65.00
2.	Senior Engineering Technician, *per hour	$ 85.00
3.	Certified Metals Inspector, *per hour	$ 110.00
4.	Staff Professional/Special Inspector, per hour	$ 125.00
5.	Registered Engineer, Project Manager, per hour	$ 150.00
6.	Senior Registered Engineer, Project Manager, per hour	$ 175.00
7.	Principal Engineer/Project Coordinator, per hour	$ 200.00
8.	Truck Charge, per trip	$ 25.00
9.	Administrative Services, per hour	$ 65.00

LABORATORY

1.	Moisture Content, each	$ 20.00
2.	Atterberg Limits, each	$ 125.00
3.	Proctor Compaction Test:	
	a.) Standard Methods, each	$ 225.00
4.	Stone Proctor Compaction Test – Standard, each	$ 250.00
5.	Concrete Cylinder Compression Test, per cylinder cast	$ 25.00
6.	Masonry Mortar and Grout Testing, per sample cast	$ 40.00

Note: Additional project specific tests will be priced upon request

SPECIAL EQUIPMENT CHARGES

1.	Nuclear Gauge, per site day	$ 75.00
2.	Floor Profilometer, per day	$ 500.00
3.	Rental Equipment/Subcontracts	Cost + 15%

*Overtime - Time over 8 hours per day, plus Saturdays, Sundays, and Holidays will be billed at 1.5 times the regular rate.

Notes:
All personnel time is portal to portal.
Minimum 4 hours personnel time per visit.

Attachment D
Contractor's Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/29/2025

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
Edgewood Partners Insurance Agency
3780 Mansell Rd. Suite 370
Alpharetta GA 30022

CONTACT NAME: Greyling COI Specialist
PHONE (A/C, No, Ext): 7706705324 **FAX (A/C, No):** 770.670.5324
E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Greenwich Insurance Company	22322
INSURER B : Westchester Surplus Lines Insurance Co	10172
INSURER C : Landmark American Insurance Company	33138
INSURER D : Navigators Specialty Insurance Company	36056
INSURER E : Convex Insurance UK Limited	71499
INSURER F : Aspen Specialty Insurance Company	10717

INSURED UNIVENG
UES Professional Solutions 19, LLC
2561 Willow Point Way
Knoxville, TN 37931

COVERAGES **CERTIFICATE NUMBER:** 267826327 **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 F	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab X $1M Emp. Benefit GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	RGC300209901 CX010NE25	5/1/2025 5/1/2025	5/1/2026 5/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG XS GL Per Occ/Agg	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY [ ]	Y	Y	RAC943832501	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 2,000,000 $ $ $ $
B C D	[ ] **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0	Y	Y	G48816149001 LHA606324 GA25EXCZ0KKF1IC	5/1/2025 5/1/2025 5/1/2025	5/1/2026 5/1/2026 5/1/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 9,000,000 $ 9,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	RWC300210001	5/1/2025	5/1/2026	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
E	Professional Liab incl. Pollution Liab			B0146LDUSA2505257	5/1/2025	5/1/2026	Per Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Continuation of Insurers and Coverage
XS Excess Liability: CXS04959500 - Insurer G: Homesite Assurance Company; NAIC: 11156.
Re: Knox County Solicitation #3646 - Construction Testing Services.
Knox County Procurement Division is named as an Additional Insured with respects to General & Automobile Liability where required by written contract.
Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. Waiver of Subrogation in favor of Additional Insured where required by written contract & allowed by law. X-C-U is included under the General Liability Policy.

CERTIFICATE HOLDER

Knox County Procurement Division
1000 North Central Street
Suite 100
Knoxville, TN 37917

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
Gregg Bachtel

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ENDORSEMENT #

This endorsement, effective 12:01 a.m., 05/01/2025, forms a part of

Policy No. **RAC943832501** issued to Obsidian Group Holdings, LLC

by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Additional Insured(s)	Work
Any person or organization for whom you have agreed under contract or agreement to provide insurance.	All works

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or

2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

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POLICY NUMBER: RAC943832501

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Obsidian Group Holdings, LLC
Endorsement Effective Date: May 1, 2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.,
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Where required by written agreement signed prior to loss.

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

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

Endorsement Effective 05/01/2025
Insured
Obsidian Group Holdings, LLC
Insurance Company
Greenwich Insurance Company

Policy No.
RWC300210001

Endorsement No.
Premium Included

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**
Where required by written agreement signed prior to loss	All California Operations.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/01/2025	Policy No. RWC300210001	Endorsement No.
Insured	Insurance Company	
Obsidian Group Holdings, LLC	Greenwich Insurance Company	

Countersigned By _____

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED ENDORSEMENT

With respect to coverage provided by this endorsement, the provisions of the Coverage Form(s) apply unless modified by the endorsement.

NAMED INSURED of the policy declarations page is amended to include the following:

Obsidian Group Holdings, LLC
Universal Engineering Sciences, Inc.
Universal Engineering Sciences, LLC
Universal Engineering Inspections, LLC
Nova Geotechnical and Inspection Services, LLC
Nova Geotechnical and Inspection Services - Northern Nevada LLC
Nova Geotechnical and Inspection Services - So Cal (a California corporation)
IQC Southwest, LLC
GFA International, Inc.
Contour Engineering, LLC
Obsidian Group Acquisitions, Inc.
Nova Geotechnical and Inspection Services, LLC, dba Universal Engineering Sciences (Las Vegas)
Nova Geotechnical and Inspection Services – Northern Nevada LLC, dba Universal Engineering Sciences (Reno)
Nova Geotechnical and Inspection Services – SO CAL dba Universal Engineering Sciences (Irvine, CA)
GFA International, Inc. dba Universal Engineering Sciences
Universal Engineering Sciences
GEOServices, LLC
Alpha Testing, LLC
Alpha Acquisition
Dan Brown and Associates, PC
Dan Brown and Associates, LLC
Speedie and Associates, Inc.
GSI Engineering, LLC
GPR Testing and Inspection L.L.C.
Summit Engineering, Laboratory & Testing, PC
McGinley & Associates, Inc.
Construction Testing & Engineering Inc.
CTE South, Inc.
River City Geoprofessionals, Inc. dba Wallace-Kuhl & Associates
River City Geoprofessionals, Inc.
River City Geoprofessionals, Inc. d/b/a Universal Engineering Sciences
Aries Consultants Inc
Centurion Consultants Inc
Carmichael Engineering, Inc.
Faulkner Engineering Services Inc.
Faulkner Engineering Services LLC

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GRUBBS, HOSKYN, BARTON & WYATT, INC.
GRUBBS, HOSKYN, BARTON, & WYATT, LLC
Riner Engineering, Inc.
Geo Solutions, LLC
Biome Consulting Group, LLC
InControl Technologies LLC
UES Professional Solutions 18, LLC (rename of Contour Engineering, LLC)
UES Professional Solutions 19, LLC (rename of GEOServices, LLC)
UES Professional Solutions 44, LLC (rename of Alpha Testing, LLC)
UES Professional Solutions 29, Inc. (rename of Summit Engineering, Laboratory & Testing, Inc.)
UES Professional Solutions 63, LLC (rename of Riner Engineering, Inc.)
UES Professional Solutions 30, LLC (Nova Geotechnical and Inspection Services, LLC)
UES Professional Solutions 64, LLC (InControl Technologies LLC)
Consulting Services of Kentucky, LLC
Consulting Services Incorporated of Kentucky, Inc.
CSI Cincinnati, LLC
CSI Lexington, LLC
UES Exploration, LLC f/k/a Geotechnology Exploration, LLC
UES Professional Solutions 25, LLC f/k/a Geotechnology, LLC
Aries Consultants, LLC
Austin ATI Holdings Inc
Carmichael and Associates, LLC
Centurion Consultants Holdings, Inc.
Centurion Consultants, LLC
Construction Testing and Engineering, South, Inc.
Geotechnology Equipment, LLC
Geotechnology Living, LLC
Geotek Engineering Company, Inc.
QC Southwest, Inc.
Quality Control Consultants, Inc.
Speedie & Associates, LLC
Summit Engineering, Laboratory & Testing, Inc.
Summit ELT, Inc.
UES Professional Solutions, Inc.
UES Professional Solutions, LLC
Marino Engineering Associates, Inc. dba Advanced Pavement Testing Services
SC Stevenson Consulting, Inc.
SC Stevenson Consulting, LLC
Mosher Engineering, Inc.
CTI District Services, Inc.
CTI District Services, LLC
Foundation & Geotechnical Engineering, LLC

All other terms and conditions remain the same.

_____

(Authorized Representative)

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ENDORSEMENT #

This endorsement, effective 12:01 a.m., 5/1/2025, forms a part of

Policy No. RGC3002099-01 issued to Obsidian Group Holdings, LLC

by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

It is agreed that **NAMED INSURED** of the policy declarations page, is amended to include the following:

Obsidian Group Holdings, LLC
Universal Engineering Sciences, Inc.
Universal Engineering Sciences, LLC
Universal Engineering Inspections, LLC
Nova Geotechnical and Inspection Services, LLC
Nova Geotechnical and Inspection Services - Northern Nevada LLC
Nova Geotechnical and Inspection Services - So Cal (a California corporation)
IQC Southwest, LLC
GFA International, Inc.
Contour Engineering, LLC
Obsidian Group Acquisitions, Inc.
Nova Geotechnical and Inspection Services, LLC, dba Universal Engineering Sciences (Las Vegas)
Nova Geotechnical and Inspection Services – Northern Nevada LLC, dba Universal Engineering Sciences (Reno)
Nova Geotechnical and Inspection Services – SO CAL dba Universal Engineering Sciences (Irvine, CA)
GFA International, Inc. dba Universal Engineering Sciences
Universal Engineering Sciences

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GEOServices, LLC
Alpha Testing, LLC
Alpha Acquisition
Dan Brown and Associates, PC
Dan Brown and Associates, LLC
Speedie and Associates, Inc.
GSI Engineering, LLC
GPR Testing and Inspection L.L.C.
Summit Engineering, Laboratory & Testing, PC
McGinley & Associates, Inc.
Construction Testing & Engineering Inc.
CTE South, Inc.
River City Geoprofessionals, Inc. dba Wallace-Kuhl & Associates
River City Geoprofessionals, Inc.
River City Geoprofessionals, Inc. d/b/a Universal Engineering Sciences
Aries Consultants Inc
Aries Consultants, LLC
Centurion Consultants Inc
Centurion Consultants, LLC
Carmichael Engineering, Inc.
Faulkner Engineering Services Inc.
Faulkner Engineering Services LLC
GRUBBS, HOSKYN, BARTON & WYATT, INC.
GRUBBS, HOSKYN, BARTON, & WYATT, LLC
Riner Engineering, Inc.
Geo Solutions, LLC
Biome Consulting Group, LLC
InControl Technologies LLC
UES Professional Solutions 18, LLC (rename of Contour Engineering, LLC)
UES Professional Solutions 19, LLC (rename of GEOServices, LLC)
UES Professional Solutions 44, LLC (rename of Alpha Testing, LLC)
UES Professional Solutions 29, Inc. (rename of Summit Engineering, Laboratory & Testing, Inc.)
UES Professional Solutions 63, LLC (rename of Riner Engineering, Inc.)
UES Professional Solutions 30, LLC (Nova Geotechnical and Inspection Services, LLC)
UES Professional Solutions 64, LLC (InControl Technologies LLC)
Consulting Services of Kentucky, LLC
Consulting Services Incorporated of Kentucky, Inc.
CSI Cincinnati, LLC
CSI Lexington, LLC
UES Exploration, LLC f/k/a Geotechnology Exploration, LLC
UES Professional Solutions 25, LLC f/k/a Geotechnology, LLC
Austin ATI Holdings Inc
Carmichael and Associates, LLC
Centurion Consultants Holdings, Inc.
Construction Testing and Engineering, South, Inc.
Geotechnology Equipment, LLC
Geotechnology Living, LLC
Geotek Engineering Company, Inc.
QC Southwest, Inc.
Quality Control Consultants, Inc.
Speedie & Associates, LLC
Summit Engineering, Laboratory & Testing, Inc.
Summit ELT, Inc.
UES Professional Solutions, Inc.
UES Professional Solutions, LLC

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Marino Engineering Associates, Inc. dba Advanced Pavement Testing Services
SC Stevenson Consulting, Inc.
SC Stevenson Consulting, LLC
Mosher Engineering, Inc.
CTI District Services, Inc.
CTI District Services, LLC
Foundation & Geotechnical Engineering, LLC

All other terms and conditions remain unchanged.

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SCHEDULE OF NAMED INSUREDS AND LOCATIONS

Item 1 of the Information Page is amended to include:

Named Insured	Location	FEIN	State Unemployment #
Obsidian Group Holdings, LLC			
Universal Engineering Sciences, Inc.			
Universal Engineering Sciences, LLC			
Universal Engineering Inspections, LLC			
Nova Geotechnical and Inspection Services, LLC			
Nova Geotechnical and Inspection Services - Northern Nevada LLC			
Nova Geotechnical and Inspection Services - So Cal (a California corporation)			
IQC Southwest, LLC			
GFA International, Inc.			
Contour Engineering, LLC			
Obsidian Group Acquisitions, Inc.			
Nova Geotechnical and Inspection Services, LLC, dba Universal Engineering Sciences (Las Vegas)			
Nova Geotechnical and Inspection Services – Northern Nevada LLC, dba Universal Engineering Sciences (Reno)			
Nova Geotechnical and Inspection Services – SO CAL dba Universal Engineering Sciences (Irvine, CA)			
GFA International, Inc. dba Universal Engineering Sciences			
Universal Engineering Sciences			
GEOServices, LLC			
Dan Brown and Associates, PC			
Dan Brown and Associates, LLC			

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

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

Endorsement Effective Policy No. RWC3002100-01 Endorsement No.

Insured Obsidian Group Holdings, LLC

Insurance Company
Greenwich Insurance Company

Countersigned by _____

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Speedie and Associates, Inc.

GSI Engineering, LLC

GPR Testing and Inspection L.L.C.
Summit Engineering, Laboratory &
Testing, PC

McGinley & Associates, Inc.
Construction Testing & Engineering
Inc.

CTE South, Inc.
River City Geoprofessionals, Inc. dba
Wallace-Kuhl & Associates

River City Geoprofessionals, Inc.
River City Geoprofessionals, Inc. d/b/a
Universal Engineering Sciences

Aries Consultants Inc.

Centurion Consultants Inc.

Carmichael Engineering, Inc.

Faulkner Engineering Services Inc.

Faulkner Engineering Services LLC
GRUBBS, HOSKYN, BARTON &
WYATT, INC.
GRUBBS, HOSKYN, BARTON, &
WYATT, LLC

Riner Engineering, Inc.

Geo Solutions, LLC

Biome Consulting Group, LLC

InControl Technologies LLC
UES Professional Solutions 18, LLC
(rename of Contour Engineering, LLC)
UES Professional Solutions 19, LLC
(rename of GEOServices, LLC)
UES Professional Solutions 29, Inc.
(rename of Summit Engineering,
Laboratory & Testing, Inc.)
UES Professional Solutions 63, LLC (rename of Riner Engineering, Inc.)
UES Professional Solutions 30, LLC (Nova Geotechnical and Inspection Services, LLC)
UES Professional Solutions 64, LLC (InControl Technologies LLC)
Consulting Services of Kentucky, LLC
Consulting Services Incorporated of Kentucky, Inc.
CSI Cincinnati, LLC
CSI Lexington, LLC
UES Exploration, LLC f/k/a Geotechnology Exploration, LLC
UES Professional Solutions 25, LLC f/k/a Geotechnology, LLC

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

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

Endorsement Effective Policy No. RWC3002100-01 Endorsement No.

Insured Obsidian Group Holdings, LLC
Insurance Company
Greenwich Insurance Company

Countersigned by _____

WC 99 00 15
Ed. 0314

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Aries Consultants, LLC
Carmichael and Associates, LLC
Centurion Consultants Holdings, Inc.
Centurion Consultants, LLC
Construction Testing and Engineering, South, Inc.
Geotek Engineering Company, Inc.
QC Southwest, Inc.
Speedie & Associates, LLC
Summit Engineering, Laboratory & Testing, Inc.
Summit ELT, Inc.
UES Professional Solutions, Inc.
UES Professional Solutions, LLC
Marino Engineering Associates, Inc. dba Advanced Pavement Testing Services
SC Stevenson Consulting, Inc.
SC Stevenson Consulting, LLC
Mosher Engineering, Inc.
CTI District Services, Inc.
CTI District Services, LLC
Foundation & Geotechnical Engineering, LLC

All other terms and conditions of this policy remain the same.

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

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

Endorsement Effective | Policy No. RWC3002100-01 | Endorsement No.

Insured Obsidian Group Holdings, LLC

Insurance Company
Greenwich Insurance Company

Countersigned by _____

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KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Approve Contracts with ECS Southeast LLC and UES Professional Solutions 19, LLC for provision of Construction Testing Services for the term of July 1, 2025 through June 30, 2026, which may be extended for four (4) additional years.

Cost to Knox County Schools

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-17495 **R-25-7-214**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving contracts with City Shuttle LLC, Collaborative Student Transportation LLC, First Student, McConkey Transportation, Inc., RPM Transit, Inc., and SCU Bus Lines, LLC for the provision of Student Transportation Services for the term of August 1, 2025 through July 31, 2026, which may be extended for four (4) additional years.

(Schools)

Attachments

Resolution

City Shuttle Contract

Collaborative Student Transportation Contract

First Student Contract

McConkey Transportation Contract

RPM Transit Contract

SCU Bus Lines Contract

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING CONTRACTS WITH CITY SHUTTLE LLC, COLLABORATIVE STUDENT TRANSPORTATION LLC, FIRST STUDENT, MCCONKEY TRANSPORTATION, INC., RPM TRANSIT, INC., AND SCU BUS LINES, LLC FOR THE PROVISION OF STUDENT TRANSPORTATION SERVICES FOR THE TERM OF AUGUST 1, 2025 THROUGH JULY 31, 2026, WHICH MAY BE EXTENDED FOR FOUR (4) ADDITIONAL YEARS.

RESOLUTION: **R-25-7-214**

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, Knox County Schools desires to have a contractor provide student transportation services; and

WHEREAS, the Knox County Procurement Division requested proposals for this purpose and it has been determined that City Shuttle LLC, Collaborative Student Transportation LLC, First Student, McConkey Transportation, Inc., RPM Transit, Inc.,

and SCU Bus Lines, LLC 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 City Shuttle LLC, Collaborative Student Transportation LLC, First Student, McConkey Transportation, Inc., RPM Transit, Inc., and SCU Bus Lines, 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 July 10, 2025, the Knox County Board of Education approved the contracts with City Shuttle LLC, Collaborative Student Transportation LLC, First Student, McConkey Transportation, Inc., RPM Transit, Inc., and SCU Bus Lines, LLC for the provision of student transportation services.

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

The contracts with City Shuttle LLC, Collaborative Student Transportation LLC, First Student, McConkey Transportation, Inc., RPM Transit, Inc., and SCU Bus Lines, LLC for the provision of School Transportation 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 City Shuttle LLC, Collaborative Student Transportation LLC, First Student, McConkey Transportation, Inc., RPM Transit, Inc., and SCU Bus Lines, LLC for the provision of School Transportation 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
City Shuttle LLC

This Contract, made and entered into between the Knox County Government, hereinafter referred to as the "County" and City Shuttle LLC, hereinafter referred to as "Contractor."

Whereas, the County requested proposals for School Transportation Services for Knox County Government and Knox County Schools (Request for Proposal #3655) and;

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

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposal, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposal specifications and the Contractor's proposal and 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 on the 31st day of July 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs four and five. Upon mutual agreement of the Contractor and Knox County, the Contract 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. Amendments. No alterations, amendments, changes, modification or additions to this Contract shall be binding on Knox County without prior written approval of the County.

3. Payment. Knox County requires a minimum of thirty (30) days to process payment after receipt of a properly submitted invoice. If an invoice has not been paid within thirty (30) days, vendor shall contact the using department. The County will not agree to any late payment fees, penalties, etc. Any provision requiring late payment fees, penalties, etc., in a response to this solicitation or any other supplemental agreement(s) will not be accepted. The County shall pay Contractor properly submitted as agreed upon in the County's Request for Proposal for School Transportation Services per the Contractor's response to Request for Proposal #3655 and as negotiated; pursuant to all payments being subject to the County's review and approval. See Attachment B for pricing.

Regularly Scheduled Flat Rate per Mile (Non-Call-In Service) $2.95 per mile
Flat Rate per Mile (Call-in Service Monday thru Friday 6am-6pm) $2.95 per mile
Charges for Additional Passengers $2.95 per passenger
Minimum Charge $17.00

4. 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 expressed permission of County.

In the event Contractor intends to interrupt or discontinue service under this Contract, and due to the timeframe required by the County to solicit and contract for goods and services, Contractor agrees to give Knox County at least one hundred twenty (120) days' 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.

Should the Contractor fail to provide the 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 as soon as possible. Failure to correct the problem(s) in a timely manner or repeated issues occurring with the service(s) to be provided, may lead to the termination of the Contract by the County. For the purposes of this Contract, interruption shall not include interruptions due to normal system maintenance or Force Majeure events.

5. Appropriations. In the event no funds are appropriated by the County for School Transportation 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.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability resulting from actions of the Contractor or Contractor's employees.

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 School Transportation Services, 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 transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of the County. If Contractor assigns this contract to another party, an Assignment of Contract must be executed between the County and the new party. Knox County will draft this "Assignment of Contract" document. Any assignment without such express written permission may result in the automatic termination of this Agreement.

10. 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 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 form.

11. Right to inspect. Pursuant to Section 2.4 and Section 2.20 of the RFP, the 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 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.

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 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. Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Knox County will comply with all legitimate requests.

14. Insurance. Contractor shall maintain a current Certificate of Insurance including any corresponding endorsement page(s) with the specified coverage listing Knox County and Knox County Schools as an additional insured. It shall be the Contractor's responsibility to keep a current Certificate of Insurance and endorsement page(s) on file with Knox County Procurement for the life of the Contract. See Attachment A for insurance checklist coverage requirements.

15. Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all third-party suits, claims, actions or physical damages of any nature brought because of, arising out of, or due to any alleged breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any grossly negligent act or occurrence or any intentional omission or commission of Contractor, its subcontractors, suppliers, agents or employees. Knox County has not been given authority under the laws of the State of Tennessee to indemnify a contractor under any circumstances. This includes, but is not limited to, Third Party Claims. The inclusion of any language requiring indemnification by the County in this Contract or any supplemental documents, will not be accepted.

16. Delivery. Contractor shall render School Transportation Services for the County in accordance with Request for Proposal #3655.

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 be liable for indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages. No provision of this Agreement shall act or be deemed to be a waiver by Knox County or the County/School System of any immunity or of any provision of the TENNESSEE GOVERNMENTAL TORT LIABILITY ACT. Tenn. Code Ann 29-20- 101 et seq. Any liability to the Vendor or third parties for any claims, damages, losses, or costs arising out of, or related to acts performed by the County/School System under this Agreement will be governed and limited by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. 29-20-101 et seq."

19. Contract documents. This Contract is the leading document and shall take precedence over any documents referenced herein. 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 #3655, for School Transportation Services and Addendum I
B. Contractor's Response to Request for Proposal #3655 for School Transportation Services, 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 copy on the day and year last 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**

Date:_____

KNOX COUNTY GOVERNMENT

_____ **GLENN JACOBS**

MAYOR – Signature **MAYOR**

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT NO. 25-434(a) **KNOX COUNTY, TENNESSEE**

APPROVED AS TO LEGAL FORM

_____ _____

LAW DIRECTOR – Signature **LAW DIRECTOR – Printed Name**

Date: 6/23/2025

CONTRACTOR

_____ _____

AUTHORIZED SIGNATURE **VENDOR – Printed Name**

CITY SHUTTLE LLC
COMPANY NAME

Date:_____

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **School Transportation Services** as specified herein. Proposals must be received by **2:00 p.m.** on **May 8, 2025**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

Proposal Number 3655
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 Rachel Cabrera, Senior Buyer, at 865.215.5751. Questions may be emailed to Rachel.Cabrera@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 one hundred twenty (120) 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 Proposal.

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 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 will 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 award. Knox County 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 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, Business Outreach Administrator
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.7 **CONFLICT OF INTEREST:** Vendors must have read and comply with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.

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

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. Facsimile and email 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 on-line vendor registration and maintenance, electronic receipt of Purchase Orders, on-line retrieval and submittal of quotes and bids 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 METHOD:** Knox County utilizes two (2) methods of placing order for products and/or services. 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 with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their proposal response if the vendor will accept Knox County's Credit Card (VISA) as a 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, 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:** 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.

1.19 **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 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.

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;
1.20.3 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 Proposal (RFP) 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 **April 24, 2025 at 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 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 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 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 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 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 subcontract 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 RECORDS CHECK:** Any and all successful proposers, Contractor's employees, Contractor's subcontractors and the employees of any subcontractors must submit to a criminal history records check at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are expected to be present. Reference Tennessee Code Annotated Section 49-5-413. Proposers **must** submit with their proposals the Criminal History Affidavit of Compliance.

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 County 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 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.

2.11 **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 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.

2.15 **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.

2.16 **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.

2.17 **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 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) Request for Proposal, (3) Contractor's 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, and 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 and warehoused.

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 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.

2.23 **TERMINATION:** County may terminate this agreement with or without cause at anytime. 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.

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 days' 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.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, solicitation 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 set forth and convey to prospective proposers the general type and character of Point-to-Point School Transportation Services as desired by the Knox County Schools Transportation Department (hereafter referred to as KCSTD). Award will be based on Best Value. Best Value means more than lowest cost, it includes safety, the 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 as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITION OR DELETION OF SERVICES:** Knox County reserves the right to add services as the need arises or to delete services that have become obsolete 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:** The length of this Contract will be two (2) years with the option to renew upon mutual consent of both parties. The term agreement may be extended for three (3) additional one (1) year options, for a possible total of five (5) years. Knox County reserves the right to purchase these products and/or 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 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 **COMMUNICATIONS:** The successful execution of this contract will require extensive communication between all involved parties. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have an email address that is regularly monitored. 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 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 **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 on 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.

3.10 **CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful vendor(s). The Contract may require Knox County Board of Education and/or Knox County Commission approval. The successful vendor(s) may be required to be present at the Board of Education and/or County Commission meeting(s) 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). Knox County will draft the Contract. A sample contract can be found under Exhibit A. The Knox County Procurement Division will not accept any vendor's contract. If Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted they will not be accepted.

3.11 **CONTRACTOR DUTIES:** At the Contractor's own expense, the Contractor shall:

3.11.1 Provide competent supervision;
3.11.2 Provide competent personnel;
3.11.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.

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

- Available Resources 35 Points
- Qualifications & Experience 25 Points
- Proposed Cost 40 Points

3.13 **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.

3.14 **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 offer are subject to rejection in whole or in part. Any exceptions shall be included in Section V, 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.

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

3.17 **INSURANCE:** The successful vendor(s) must carry the insurance as indicated on the Insurance Checklist 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 proposal. Upon the 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 and Knox County Schools 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.

3.18 **INVOICE DETAIL:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.18.1 The invoice must show the amount due to the Contractor by Knox County;
3.18.2 The invoice must show a summary of completed work;
3.18.3 Invoices are to be original and uniquely pre-numbered;
3.18.4 Invoices which do not show this information are subject to rejection.

3.19 **INVOICE REVIEW:** Knox County shall review all invoices 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 termination.

3.20 **INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may be required to use different invoicing information and procedures.
This information and procedures shall be provided to the Contractor(s) prior to Contract execution. There shall be no additional charge for this information and procedures to be included.

Each invoice shall include a summary of service(s) provided and shall list the associated unit price. Supporting documentation shall be included with invoices as applicable. Invoices without this information will be returned to the Contractor for correction.

Invoices shall be sent to the billing address indicated on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that the successful Contractor's invoices specify the correct department. Do not credit payments to another department's account. Invoices must match the corresponding Purchase Order number. Vendors are hereby notified that invoices may take up to thirty (30) business days to process payment. There shall be no component billing. Mail invoices for Knox County Schools to:

Knox County Schools Transportation Department
Post Office Box 2188
Knoxville, TN 37901
invoices@knoxschools.org

3.21 **MINIMUM QUALIFICATION EXPECTATIONS:**

3.21.1 Respondent must address all submittal requirements as defined under Section IV.
3.21.2 Respondent must have the experience and capabilities to carry out the work contemplated and equipment and personnel available for the work.
3.21.3 If the respondent has a permanent office in Knox County, respondent must have a current business license issued by Knox County. This requirement also applies to any of the Respondent's proposed subcontractors or subconsultants with a permanent office in Knox County. A Knox County business license is not required of any Respondent or proposed subcontractor or subconsultant who does not have

a permanent office in Knox County. For more information, contact the Knox County Clerk's office at 865.215.2392.

3.22 **NEGOTIATION:** Knox County may select a successful proposer on the basis of initial offers received without discussions. 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.

3.23 **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.

3.24 **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 Proposal, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.25 **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 one hundred twenty (120) business days after the date fixed for the closing the RFP.

3.26 **PRICING:** The proposer(s) warrants that the unit price stated shall remain firm for a period of twenty-four (24) months from the first day of the Contract period.

If the Contractor's price is increased after the first contract period, 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:

- Continue with the existing prices;
- Request a lower price increase;
- Not accept the renewal offer.

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 proposal file. No approvals will be authorized verbally.

3.27 **PROPOSAL CONTENT:** The proposer's response must contain a thorough description of the background of the proposer and sufficient evidence showing that the proposer is capable of providing the services. The proposer's response must thoroughly expound on the proposer's understanding of how the proposed services will meet Knox County's needs. The proposal must also contain an explanation of the implementation plan and the proposer's ongoing commitment to service.

3.28 **PROPOSAL EVALUATION:** In evaluating the 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.

3.29 **PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. As 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.

3.30 **PROPOSER INTERVIEWS:** Knox County may require proposers to give oral presentations/interviews in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. These presentations/interviews may be conducted virtually through video conferencing or in person. Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase. The County 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.

3.31 **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.

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

3.33 **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.

3.34 **REFERENCES:** Proposers must provide three (3) professional references relating to work of a similar scope completed within the last five (5) years. Include the name of the agency or institution, point of contact with both a telephone number and email address, and the nature and size of the Contract. Proposer must submit Attachment A. Do not list any Knox County Government entity or Knox County Schools.

3.35 **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.

3.36 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work specified in this RFP.
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.

3.37 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **April 24, 2025 at 4:30 p.m. local time**. No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** The purpose of this solicitation is to provide "point-to-point" transportation services for individuals at the direction of Knox County Schools. Knox County Schools is hereinafter referred to as KCS. This Contract is not limited to those transportation services specifically to and from school on a scheduled instructional day and may be used to provide services to any program associated with KCS. Instructional days are determined by the Board of Education and published on the KCS web page (www.knoxschools.org) and are subject to change. It shall be the responsibility of the vendor to verify all instructional days. These transportation services, for the most part, are within the boundaries of Knox County. KCS currently utilizes approximately forty (40) vehicles across three separate Contractors to transport approximately five hundred students each instructional day, typically between 6:30 AM and 5:30 PM. Mileage varies by route but is often between fifty (50) and one hundred fifty (150) miles a day.

4.2 **BACKGROUND:** Knox County Schools (KCS) is a public education agency. It is responsible for the education of children from preschool through high school. There are approximately fifty-nine thousand (59,000) Pre-K through 12th-grade students and approximately seven thousand eight hundred (7,800) employees. For purposes related to this RFP, the district is comprised of ninety-two (92) schools that represent urban, suburban, and rural populations.

4.3 **ACCEPTANCE OF POLICY AND DIRECTIVES:** The Contractor, while performing work under this Contract, expressly agrees to abide by Knox County Schools Board Policies and the Transportation Handbook. The

Contractor also agrees to follow directives and procedures regarding the implementation or execution of this Contract from the Superintendent of Knox County Schools and any of her or his designees.

4.4 **ACCIDENTS:** The Contractor shall immediately inform the Knox County Schools Transportation Department (KCSTD) of the occurrence of any accident involving any vehicle while performing services under this agreement. The Contractor shall follow the Department of Transportation (DOT) post-accident testing procedures for alcohol and controlled substances. The Contractor must comply with all requirements as set forth in the Drug-Free Workplace Policy as defined in the Knox County Schools Handbook: https://www.knoxschools.org/cms/lib7/TN01917079/Centricity/Domain/1034/GAN.pdf.

4.5 **ADDITIONAL TRAINING:** The Contractor will participate, and will ensure their drivers or driver candidates participate, in any training sessions mandated by the KCSTD. Such trainings will be located within the boundaries of Knox County and Contractors will be compensated for the time their drivers spend in training. Contractors will not be entitled to compensation.

4.6 **ASSIGNMENT OF WORK:** All service to be conducted under this agreement will be at the direction of the Knox County School Transportation Department personnel. Failure to abide by this directive may be just cause for immediate termination and a report sent to the District Attorney General.

4.7 **CALL-IN SERVICE:** Some trips may require a "call-in" to the successful Contractor(s). These trips could occur between the hours of 6:00 a.m. and 10:00 p.m. Monday thru Saturday. When call-in service is requested between the hours of 6:00 a.m. and 6:00 p.m. Monday thru Friday, the successful Contractor(s) must arrive within thirty (30) minutes from when the call-in was placed. When call-in service is requested between the hours of 6:00 p.m. and 10:00 p.m. Monday thru Friday, or 6:00 a.m. and 10:00 p.m. on Saturday, the successful Contractor (s) must arrive within sixty (60) minutes from when the call-in was placed.

Repeated late arrivals may result in termination of the Contract. The person who calls in the request must be listed on the approved Contract list provided by the School Transportation Department.

4.8 **CELLULAR COMMUNICATIONS:** The Contractor(s) shall maintain on his or her person and shall equip each vehicle with a cellular telephone and must be in the "on" position and operable at all times, to the extent service is provided by commercial communications provider, while performing services under this Contract. The Contractor shall furnish the cellular numbers to the KCSTD as needed. The Contractor(s) shall be liable for the cost of the cellular services and all accompanying charges to meet this requirement. The Contractor will also ensure that all of their drivers are made aware of and trained on any laws, rules, and regulations regarding the usage of cellular phones while driving a vehicle. This includes but is not limited to hands-free laws.

4.9 **CENTRALIZED DRIVER FILES:** By agreement of the parties, all information necessary to meet driver eligibility requirements shall be housed in the KCSTD facility and will be made available to authorized employees of the Knox County Transportation Department to ensure compliance. The Contractor shall provide to the KCSTD a complete file on each driver, which, at a minimum, shall contain the following:

- Driver's name, address (current), telephone number (current), and driver's license number,
- A negative D.O.T. pre-employment drug screening;
- An annual D.O.T. satisfactory physical examination;
- A photocopy of their driver's license with proper endorsement;
- Any and all other required documentation or information as set forth by the School Board or the KCSTD.

4.10 **CRIMINAL HISTORY BACKGROUND CHECK:** All driver candidates must undergo a criminal history background check conducted at the direction of KCSTD utilizing an entity of KCSTD's choosing. KCSTD personnel will schedule this procedure but Contractors are responsible for payment. All driver candidates must sign paperwork releasing these results to KCS prior to a background check being scheduled. In addition, Attachment B, Criminal History Records Check Affidavit, must be completed and returned with your submittal.

The results for each driver candidate will be forwarded to the KCSTD upon completion. The KCSTD will notify the vendor if any identified prior criminal history would prevent a driver's eligibility.

4.11 **DRIVER AND DESIGNEE INSPECTION:** In compliance with Applicable Law, the Contractor(s) shall insure that their drivers fully inspect each vehicle after dropping the final student from each school they serve or any time the vehicle is vacated by the driver for any purpose to verify that no pupil remains on the vehicle.

4.12 **DRIVER ELIGIBILITY & STANDARDS:** The Knox County Transportation Department will maintain a driver eligibility roster listing all drivers meeting the requirements pursuant to an awarded Contract, Knox County Board of Education Policy, the Knox County Schools Transportation Handbook, and any additional Applicable Law. Only drivers listed on the driver eligibility roster shall perform services pursuant to this Contract. Contractor staffing changes must be reported to KCSTD immediately. The Contractor, in providing services pursuant to this agreement, shall only use drivers included on the Knox County Schools Driver Eligibility Roster.

4.13 **DRIVER SUSPENSION**: When anyone providing services pursuant to this Contract has been involved in an accident; is the subject of civil or criminal violations or charges; has been accused of sexual harassment, sexual assault, child abuse, or child endangerment; has received a traffic citation or a moving violation; or has failed to meet the obligations or performance standards as defined in this Agreement, Board Policy, including but not limited to the Knox County Schools Civility Code, or the Knox County Schools Transportation Handbook, that person may be temporarily suspended from his/her driving position pending an investigation. This suspension will be lifted or continued based on investigative findings by Knox County School Security, KCS or KCSTD administration, and/or the appropriate law enforcement agency and could ultimately result in removal from the eligibility roster.

Once an individual has been removed from the Roster, only the Director of Schools for Knox County Schools may reinstate that person to the Roster. Anyone wishing to be reinstated to the Roster should submit a written petition to the Director of Schools for Knox County Schools. No reinstatement shall be considered before one (1) calendar year has passed.

4.14 **EQUIPMENT REQUIREMENTS:** The Contractor(s) must use vehicles that are compliant with all Federal, State and Local Laws and Regulations in addition to all Knox County Board of Education Policy and Procedures, and the Transportation Handbook.

4.15 **FUEL SURCHARGE:** The purpose of the Fuel Surcharge is to offset increases in gasoline prices experienced by shuttle Contractors while operating for Knox County Schools. As such, the surcharge will increase and decrease with the price of fuel. The formula for calculating the Fuel Surcharge is as follows:

(Current Fuel Price – Base Fuel Price) / 12 Miles Per Gallon = Per Mile Surcharge

1. Current Fuel Price is the cost of Regular Grade fuel in Knoxville as listed on the Tennessee Metro Average Prices available on the American Automobile Association (AAA) website.
2. The Base Fuel Price is $2.75 per gallon.
3. 12 Miles Per Gallon is meant to represent an average fuel economy for the vehicles in the shuttle fleet, not that of any specific vehicle.
4. The Per Mile Surcharge is an amount that will be added to every mile billed by the Contractor. It will be in addition to the mileage rate specified in the Contract and will be rounded to the nearest cent.
5. The Knox County Schools Transportation Department will establish the Current Fuel Price on the first business day of each month. KCSTD will also communicate the Per Mile Surcharge to the Contractor.
6. The Contractor will include the Per Mile Surcharge as a separate item on all of their invoicing for that month.
7. The Fuel Surcharge will not exceed $1.50 per mile without Knox County School Board approval.

4.16 **GLOBAL POSITIONING SYSTEM:** The Knox County Schools Transportation Department may, at its discretion, install or have installed on each vehicle operated under this agreement a Global Positioning System (GPS) compatible with the GPS system utilized by the KCSTD. The Contractor shall ensure this equipment is functional and properly maintained and that the Contractor's employees are trained in the proper use of this equipment. Any malfunction or degradation of the equipment shall be immediately reported to the Knox County Schools Transportation Department so that it may be repaired in a timely manner. Contractors will be responsible for the replacement cost of any lost or maliciously damaged GPS equipment. Although this equipment will be installed on the Contractor's vehicle, it will remain the property of Knox County Schools. Before a vehicle is removed from service by the Contractor, KCSTD must be notified and provided a reasonable time frame to uninstall the equipment or to have it uninstalled.

4.17 **NON-STUDENT PASSENGERS:** The Contractor(s) agrees to limit non-student passengers while performing under this Contract as required in Knox County Schools Board of Education Policy and the Knox County Schools Transportation Department Handbook.

4.18 **RADIO COMMUNICATIONS:** The Knox County Schools Transportation Department may, at its discretion, install or have installed on each vehicle operated under this agreement a radio compatible with the radio system utilized by the KCSTD. The Contractor shall ensure this equipment is functional and properly maintained and that the Contractor's employees are trained in the proper use of this equipment. Any malfunction or degradation of the equipment shall be immediately reported to the Knox County Schools Transportation Department so that it may

be repaired in a timely manner. Contractors will be responsible for the replacement cost of any lost or maliciously damaged radio equipment. Although this equipment will be installed on the Contractor's vehicle, it will remain the property of Knox County Schools. Before a vehicle is removed from service by the Contractor, KCSTD must be notified and provided a reasonable time frame to uninstall the equipment or to have it uninstalled.

4.19 **RANDOM DRUG AND ALCOHOL TESTING:** All persons driving under this Contract and all persons performing Safety-Sensitive Functions (see Section 4.23) in relation to this Contract shall be included in a random drug and alcohol testing pool managed by the KCSTD. Although those persons are not employees of Knox County Schools, all testing shall be conducted in accordance with Knox County Board of Education Policy G-210. All persons providing services under this Contract are required to comply with the stipulations of that policy.

4.20 **REPORTING OF SERVICES:** The Contractor(s) shall submit a daily summary of provided services to the KCSTD through email. The summary shall be submitted on a Microsoft Excel formatted template provided by the KCSTD. A monthly invoice shall be submitted for services rendered in a format determined by the KCSTD.

4.21 **REQUIRED REPORTING:** The Contractor(s) shall inform the KCSTD of any and all civil or criminal violations or charges; accusations of sexual harassment, sexual assault, child abuse, or child endangerment; and traffic citations or moving violations for all drivers on the eligibility roster within 24 hours of their occurrence.

4.22 **ROUTING AND SCHEDULING:** KCSTD will determine the method and manner of the transportation services delivered under this Contract. This includes all routing determinations, locations at which students are served, the time at which students are picked up and dropped off, the order in which students are picked up and dropped off, the path traveled between pick up points, the configuration of the vehicle (consistent with the specifications laid out in this Contract), or any other parameters KCSTD deems necessary to the successful transport of students. At KCSTD's discretion, it may provide routes for the Contractor to run, work with the Contractor to establish routes, delegate to the Contractor the construction of routes, or any combination thereof.

4.23 **SAFETY-SENSITIVE FUNCTION:** Safety-sensitive functions include, but are not limited to:

- All time at a Contractor's terminal, facility, garage, parking location, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- All time inspecting equipment as required by all applicable Laws, Rules, and Regulations, requirements include herein this Contract, inspecting, servicing, or conditioning any motor vehicle at any time;
- All time spent at the driving controls of a motor vehicle in operation;
- All time spent providing services and performing pursuant to this Contract;
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

The Contractor(s) and all of their employees or subcontractors performing safety-sensitive functions shall be included on the Driver Eligibility Roster. All individuals meeting criteria as a participant in a safety-sensitive function shall be included and participate in the alcohol and substance abuse program (see Section 4.19).

4.24 **STUDENT INTERACTION:** The vendor(s) must have effective policies in place regarding appropriate interaction between Contractor's employees and students and to train all employees regarding appropriate interaction with students. Contractor further agrees to provide to the Knox County Board of Education with copies of policies developed and documentation that these policies have been communicated to all employees upon request.

4.25 **STUDENT-ON-STUDENT HARASSMENT OR DISCRIMINATION:** Contractor agrees to inform the administration of the school(s) served and the KCSTD of any instances of student-on-student harassment or discrimination that occurs on the vehicle. If Contractor(s) fails to inform the administration of the school(s) served and the transportation office of any instances of student-on-student harassment or discrimination the vendor knew about, or should have known about, Contractor agrees to indemnify and defend the board and its agents and employees from any costs, losses, damages or judgments rendered against the board for such student-on-student harassment or discrimination. The Contractor(s) will be deemed to have known about student-on-student discrimination or harassment if vendor or vendor's employee observed such student-on-student discrimination or harassment.

4.26 **VIDEO CAMERA SYSTEMS:** The Knox County Schools Transportation Department may, at its discretion, install or have installed on each vehicle operated under this agreement a video camera system compatible with the camera system utilized by the KCSTD. Knox County Schools will have sole access to this system and any and all video captured by it by will be the property of Knox County Schools. Neither the Contractor nor their drivers shall at any time attempt to access this camera system or the video it captures. The Contractor shall ensure this equipment is functional and properly maintained.

Any damage to or degradation of the equipment shall be immediately reported to the Knox County Schools Transportation Department so that it may be repaired in a timely manner. Contractors will be responsible for the replacement cost of any lost or maliciously damaged camera equipment. Although this equipment will be installed on the Contractor's vehicle, it will remain the property of Knox County Schools. Before a vehicle is removed from service by the Contractor, KCSTD must be notified and provided a reasonable time frame to uninstall the equipment or to have it uninstalled.

SECTION V PROPOSAL FORMAT

The following guidelines should be followed when responding to the Request for Proposal. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposals. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. The County reserves the right to amend the Request for Proposal by addendum prior to the final date of proposal submission. **PROPOSERS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.**

- Knox County requests proposals be in sufficient detail to address all requirements.
- The County requests responses be submitted in a three-ring binder containing sections separated by tabs. **Do not submit spiral bound or glued responses.**
- Please submit one (1) marked original and one (1) exact copy.
- Proposers shall also submit an exact copy of the original proposal on a Flash drive. **This shall be in one (1) complete pdf file. Do not include multiple folders on the Flash drive.**
- Page numbers should be placed on bottom center of pages.

TAB I **COVER LETTER**

Include cover letter authorizing the submission of the proposal signed by the principal of the company.

TAB II **COMPANY PROFILE**

Company Name, Address, Telephone Numbers and Email Addresses
Contact name(s) and information
Proposer's Vendor Number as assigned by Knox County
Knox County Business License (if applicable)
Employer Identification Number (EIN)
Brief History of Organization
Will you accept E-commerce for payment? Will you allow Cooperative Procurement?
Acknowledgement of the receipt of any Addendum issued

TAB III **AVAILABLE RESOURCES (35 POINTS)**

Proposers are to state the number of vehicles available for this service. Include a complete description of each of the vehicles associated with the delivery of services. Describe the Cellular Communications capabilities of each vehicle.

Proposers are to state the number of eligible drivers and submit a personnel roster and resumes of all key personnel who will be involved in the delivery of services under this Contract. Contractor must list each individual's full name, address and driver's license number. If awarded a contract, Contractor may be required to submit each individual's Social Security Number (SSN) to be used for background checks.

Describe how the organization handles staff absenteeism. Describe the organization's dress code policy.

TAB IV **QUALIFICATIONS & EXPERIENCE (25 POINTS)**

In narrative form, describe your organization's qualifications and experience in a manner that effectively demonstrates comprehensive understanding and willingness to comply with all of the requirements detailed in Section IV (Scope of Work) of this RFP. At a minimum, include:

- The number of years that your organization has been in business
- A description of your organization's post-accident testing procedures
- An overview of how your organization collects and maintains information for Driver Files
- A sample daily summary report
- A description of your organization's Student Interaction policies
- A description of your organization's Student-On-Student Harassment or Discrimination reporting procedure

TAB V **PROPOSED COSTS (40 POINTS)**

Contractor is to provide a pricing schematic based on a flat rate per travelled mile for distance between origination location and destination. Contractor must clearly state any charges for additional passengers. Contractor must clearly state any applicable minimum charges or any other charges for their proposed service. Use the template provided as Attachment A (Pricing).

Contractors may submit additional information detailing any alternative pricing schematics that may be utilized by Knox County Schools, but at a minimum, Contractors must submit pricing as requested per Attachment A.

NOTE: This tab will be reviewed after the other sections of the vendor's proposal have been reviewed and scored. Failure to submit pricing as requested per Attachment A may result in a vendor being deemed non-responsive.

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 Proposal. 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 B)
- Insurance Checklist (Attachment C)
- Criminal History Check Affidavit (Attachment D)
- Iran Divestment Act/ No Boycott of Israel (Attachment E)

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
PRICING
REQUEST FOR PROPOSAL NUMBER 3655

Regularly Scheduled Flat Rate per Mile (Non-Call-In Service)	$_____ per mile
Flat Rate per Mile (Call-In Service Monday thru Friday 6AM-6PM)	$_____ per mile
Flat Rate per Mile (Call-In Service Monday thru Friday 6PM-10PM and Saturday 6AM-10PM)	$_____ per mile
Charges for Additional Passengers	$_____ per passenger
Minimum Charge (if applicable)	$_____ per trip
Additionally, Contractors are asked to provide prices for the sample trips outlined below, inclusive of any applicable additional passenger charges, minimum charges, and/or other charges. Please provide a breakdown of cost by each route as well as a total cost per scenario.	
<u>Scenario 1:</u> Route A: 3528 Laurel View Rd. to Whittle Springs Middle School (1 student) Route B: 1219 Pilleaux Dr. to Powell Elementary School (1 student) 1219 Pilleaux Dr. to Powell Middle School (1 student) (Note: 2 students total) Route C: 2544 Byington Solway Rd. to West High School (2 students)	Route A: $_____ per trip Route B: $_____ per trip Route C: $_____ per trip Total Cost for Scenario 1: $ _____
<u>Scenario 2:</u> Route A: Pickup 1: 9314 Smoky Row Rd. (1 student) Pickup 2: 1119 Andrew Johnson Highway (1 student) Pickup 3: 3308 Mine Rd. (1 student) Pickup 4: 6210 Cardwell Rd. (1 student) Drop-Off: Gibbs Middle School (4 students)	Total Cost for Scenario 2: $ _____
<u>Scenario 3 (11:30 AM):</u> Route A: Farragut High School to Goodwill Industries, 5412 Pleasant Ridge Rd. (2 students)	Total Cost for Scenario 3: $ _____
<u>Scenario 4:</u> Route B: 103 Ithaca Ln., Oak Ridge, TN 37830 to Cedar Bluff Elementary School (1 student)	Total Cost for Scenario 4: $ _____

Note: Contractors may submit additional information detailing any alternative pricing schematics that may be utilized by Knox County Schools, but at a minimum, <u>Contractors must submit pricing as requested per Attachment A</u>. Please attach additional pages if necessary. Failure to submit pricing as requested per Attachment A may result in a vendor being deemed non-responsive.

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3655

Vendor Name: _____

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. 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 list Knox County Government or Knox County Schools as a reference.

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

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: _____ Fax Number: _____

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: _____ Fax Number: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 3655

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	$ 1,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 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	$2,000,000	
NO		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-VII or better or its equivalent.

21. *Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.*

22. 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.

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

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 D
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3655

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: _____

ATTACHMENT E
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSALS NUMBER 3655

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: _____

EXHIBIT A
Sample Contract
Knox County Government
and
(Contractor Name)

This Contract, made and entered into by and between the Knox County Government, hereinafter referred to as the "County" and (Contractor Name) hereinafter referred to as "Contractor".

Whereas, the County requested proposals for School Transportation Services for Knox County Government and Knox County Schools (Request for Proposals #3655) and;

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

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposal, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposal specifications and the Contractor's proposal and 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;
Arises

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of July 2025 and ends upon the 30th day of June 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a two-year (2) award. Upon the mutual agreement of the vendor and the County, the award may be extended for three (3) 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 with the vendor.

2. Payment. Contractor warrants that the pricing shall remain firm for the initial two (2) year period. At the end of the first two (2) year period, and pursuant to the renewal terms in Paragraph 1, the Contractor may request price increases for each subsequent renewal. Price increases will only be given at the renewal time and must remain in effect for the next one (1) year term. No price increases will be given during the term of a Contract. The County shall pay Contractor the amount as agreed upon in the County's Request for Proposal for School Transportation Services per the Contractor's response to Request for Proposal #3655 and negotiations; 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. Invoicing and reporting requirements. Contractor shall invoice the County for School Transportation Services pursuant to Request for Proposal #3655.

TBA

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

Should the Contractor fail to provide School Transportation 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 thirty (30) business days of notification of the problem. 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 one hundred twenty (120) days' 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.

SAMPLE

5. Appropriations. In the event no funds are appropriated by the County for the School Transportation 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.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that the 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 School Transportation Services, 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 the County.

10. 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 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 form.

11. Right to inspect. The 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 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.

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 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.

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, agents, or employees.

15. Delivery. Contractor shall render the School Transportation Services for the County in accordance with Request for Proposal #3655.

16. 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.

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

SAMPLE

18. 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 #3655
B. Contractor's Response to Request for Proposal #3655

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 copy on the day and year last 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**

Date:_____

KNOX COUNTY GOVERNMENT

_____ **GLENN JACOBS**
MAYOR – Signature **MAYOR**

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE
CONTRACT NO._____ **KNOX COUNTY, TENNESSEE**
APPROVED AS TO LEGAL FORM

_____ _____
LAW DIRECTOR – Signature **LAW DIRECTOR – Printed Name**

Date:_____

VENDOR

_____ _____
AUTHORIZED SIGNATURE **VENDOR – Printed Name**

CONTRACTOR
COMPANY NAME

Date:_____

SAMPLE

Knox County Procurement Division
Addendum I to RFP No. 3655
School Transportation Services

Addendum Date: **April 30, 2025**

Buyer: **Rachel Cabrera**

Closing Date: **May 8, 2025**

Pages: **Twenty-Two (22)**

The following is for clarification:

Question 1: Are the services requested primarily on an “on call” basis?

Answer 1: The bulk of services will be scheduled but call-in services will make up a significant minority of the total.

Question 2: Is this service for regular home to school fixed routes?

Answer 2: Yes.

Question 3: If fixed route service, please provide copies of current routes.

Answer 3: Routes will change between now and the initiation of service, the examples in the RFP give an idea of the types of service we’re looking for.

Question 4: Does the District prefer vehicles that are FMVSS compliant for home to school transportation services?

Answer 4: Yes.

Question 5: Please provide a copy of the Transportation Handbook referenced in 4.14

Answer 5: School Bus Handbook (The School Bus Handbook can be found on the left side of the Knox County Schools Transportation Department Page https://www.knoxschools.org/Page/17300.)

Question 6: Can the District provide a copy of the current fleet listing including year, make, model, seating capacity/configuration and number of lift required vehicles being used for this service?

Answer 6: No lift vehicles are currently being used for this service, but the district is interested in exploring that possibility. All vehicles must meet Knox County Schools Shuttle Specifications.

Question 7: Is there a minimum/maximum age criteria for vehicles?

Answer 7: No.

Question 8: Are current vehicles equipped with GPS by the District?

Answer 8: Yes.

Question 9: Are current vehicles equipped with radios by District?

Answer 9: Yes.

Question 10: Are current vehicles equipped with cameras by District?

Answer 10: Yes.

Question 11: Would the District prefer proposals to include GPS, radios and cameras?

Answer 11: No, all vehicles will be required to use district provided GPS, radios, and cameras.

Question 12: Please provide school bell times.

Answer 12: Elementary and some specialty programs: 7:45-2:45, Middle and High Schools and other special programs: 8:30-3:30, Specialty High Schools: 9:30-4:30

Question 13: Will the District accept proposals based on hours per day, and guaranteed number of days and vehicles?

Answer 13: The district is only interested in proposals utilizing a per mile cost.

Question 14: Please provide any wage/benefit information the district may have for current drivers.

Answer 14: All drivers are employees of private contractors; the district has no information about their wage and/or benefit packages.

Question 15: Do current contractors utilize a central facility for dispatch, vehicle parking and maintenance?

Answer 15: All those functions are contractor-specific and not governed or facilitated by the district.

Question 16: How many of the on-demand call-in trips has the district seen on average per month over the past year?

Answer 16: Approximately 20-30 per month, with more clustered at the start of the school year.

Question 17: What is the average mileage per trip?

Answer 17: It varies enough that an average per trip is not a descriptive number. Some trips are 3 miles long, others are 50 miles, depending on the needs of the district.

Question 18: Are we permitted to submit our standard driver qualifications along with a sample list of local drivers, with the understanding that the final list may be subject to change based on district demand?

Answer 18: Yes, but all drivers will be required to meet the requirements of the Knox County Schools Eligibility Roster. It is conceivable that drivers who meet your standard driver qualifications will also meet many of those necessary to be included on the Eligibility Roster, but the district will evaluate that on a case-by-case, driver-by-driver basis.

Question 19: What is the current per-mile rate being offered?

Answer 19: $2.15 per mile, $2.25 per mile, $2.50 per mile

Question 20: Which transportation provider(s) are they currently utilizing?

Answer 20: City Shuttle, RPM Transit, Inc., McConkey Transportation Inc.

Question 21: Do the current vendors have any type of minimum cost or initial cost associated with the rides or do they only charge the mileage rate per ride?

Answer 21: Each vendor has a minimum cost per rider, and RPM Transit charges an initial cost upon beginning a route.

Question 22: Would the District be open to considering bids from supplemental transportation solutions utilizing sedans and SUVs?

Answer 22: Yes.

Question 23: Can the District please allow for digital submission (e.g. by email or portal upload, or similar)?

Answer 23: No

Question 24: Can the District please allow the use of verified e-signatures for this submission?

Answer 24: Yes

Question 25: Can the district please confirm if this solicitation is open to small vehicle alternative transportation providers that utilize Sedans, SUVs and minivans to transport students?

Answer 25: Please see answer 22.

Question 26: Can the district please confirm how often the call-in services mentioned on p.11 have been utilized throughout the current school year?

Answer 26: Please see answer 16.

Question 27: Can the district please confirm what type of vehicles are currently being utilized to provide this type of transportation?

Answer 27: Primarily SUV's and minivans.

Question 28: Can the district please confirm their current provider and rates?

Answer 28: See Answer 19 and Answer 20.

Question 29: Can the district please provide their current vendor's cancellation fee and policy?

Answer 29: Our current vendors do not have cancellation fees or policies.

Question 30: Will the district allow for contract negotiations post RFP?

Answer 30: There are some provisions that are nonnegotiable. See Section 3.14 and 3.22.

Question 31: Can the district please clarify if they intend to award one or multiple providers as part of this RFP?

Answer 31: See Section 1.5.

Question 32: Is this RFP intended to supplement or replace existing contracts with current vendors?

Answer 32: This RFP is to replace existing contracts.

Question 33: Can the district please confirm if they intend 1 or multiple vendors? If multiple, can you please confirm how many?

Answer 33: See Section 1.5.

Question 34: Could the district share the historical Liquidated Damages that they've assessed to their current provider(s)?

Answer 34: It has not been necessary to assess Liquidated Damages during our current contract.

Question 35: Can the district please confirm if vendors are required to supply safety equipment such as vests or harnesses? If yes, how many students currently require this type of equipment?

Answer 35: The district will supply all necessary specialized student transportation equipment.

Question 36: Can the district please confirm what software they are using to manage their bus routing?

Answer 36: Edulog.

Question 37: Can the district please clarify if the intent of 4.16 Global Positioning System (p.12) is to integrate the awarded vendor's software and GPS system with their current GPS system for yellow buses? If awarded, we would provide the district with our tracking and scheduling software that includes GPS and allows district staff and caregivers/parents to track rides in real time.

Answer 37: Use of district-provided GPS, camera, and radio systems will be a requirement for working for the district. Any vendor unwilling to do so will be deemed non-responsive to the RFP.

Question 38: Would the district be open to a complete list of the drivers and vehicles following award and prior to start of service at a mutually agreed upon time?

Answer 38: The district is open to any drivers that meet the qualifications and stipulations for inclusion on the Knox County Schools Eligibility Roster and any vehicles that meet the Knox County Schools Shuttle Specifications.

Question 39: Currently, there is only 1 class per month AND a minimum of 3 people required before a class can be scheduled for potential new drivers. Is there a different process that has been developed that we can expect for the new contract period that will produce a more manageable timeline to help us provide service for the high demand and fluctuation of this contract?

Answer 39: The district will work with vendors to the greatest extent possible to expedite onboarding of new drivers.

Question 40: RFP states that all safety employees are to be listed on our roster for random drug screenings. What would the process be from your perspective if a mechanic or tech failed? Is there a moratorium on their return and what has to be completed for that person to return to service?

Answer 40: Violations of drug and alcohol testing policy will be handled on a case-by-case basis.

Question 41: Can you tell us for sure that the Board is requiring the 2mil umbrella going forward (or more) so we know how to adjust our pricing?

Answer 41: The district does not anticipate the insurance requirements changing but cannot categorically or unilaterally guarantee that for the life of the contract. The pricing should reflect the insurance requirements. If amendments to a contract are desired, both parties would need to agree to those amendments.

Question 42: Please clarify if you would like 1 original printed proposal, 1 exact printed copy of the proposal, and 1 exact copy on USB, or is 1 original print and 1 exact copy via USB sufficient?

Answer 42: Please submit one (1) original hard copy, one (1) exact copy and a USB with one PDF file on the proposal.

Question 43: Per Pg. 10, section 4.1 regarding daily vehicle mileage between 50-150 miles per vehicle, can the district please provide the average mileage per one way route?

Answer 43: See answer 17.

Question 44: Who is the current Vendor(s)?

Answer 44: See answer 20.

Question 45: What is the current vendor(s) rates?

Answer 45: See answer 19.

Question 46: Are there any service-related items that the district is trying to address/improve with this RFP?

Answer 46: Not specifically, no.

Question 47: Is it required for bidders to provide call-in service?

Answer 47: Any vendor unwilling to provide call-in service should specify that in their response in Section V behind Tab VII.

Question 48: How will participation in the call-in service be valued/weighted in regard to proposal evaluations?

Answer 48: The district is interested in working with vendors who can offer unexpected or emergency service with little notice. While not offering this type of service is not disqualifying, it will be a part of a vendor's evaluation.

Question 49: Section 4.19 - Random Drug and Alcohol Testing- Who is responsible for the costs associated with enrollment in the testing program managed by the KCSTD?

Answer 49: There is no cost for enrollment into the KCSTD testing program, it is a requirement for working with the district.

Question 50: Section 4.19 - Random Drug and Alcohol Testing- Who is responsible for the costs associated with the tests performed by the testing program managed by the KCSTD?

Answer 50: Vendors are responsible for pre-employment testing, KCSTD will pay for random and post-accident testing.

Question 51: What's the minimum number of routes you will award? Will it be 40 routes to one vendor?

Answer 51: See Section 3.33.

Question 52: Does the district provide a facility?

Answer 52: No.

Question 53: Who performs routing duties currently?

Answer 53: KCSTD.

Question 54: What software is used for routing?

Answer 54: Edulog.

Question 55: Will you use your GPS or the vendors? If it's the district uses their GPS, what system do you use?

Answer 55: District GPS units will be used, made by Zonar.

Question 56: Will the district use its cameras or the vendors? If the district uses theirs, what camera system do you use?

Answer 56: District cameras will be used, made by REI.

Question 57: Will the district use its radios or the vendors?

Answer 57: District radios will be used, made by Motorola.

Question 58: If the district provides the three options above, will you let us propose our technology?

Answer 58: No.

Question 59: What is the estimated volume of extracurricular trips (Athletic and Field trips) for the school year? Include: number of trips, hours and miles billed, total cost for the year

Answer 59: Extracurricular trips are booked directly with schools/groups and not through KCSTD – those trips are not a part of this RFP.

Question 60: What are the estimated summer School transportation needs? Include: number of routes and number of days operated

Answer 60: This solicitation will not go into effect until summer programming for 2025 will already have ended. Summer programming for 2026 is yet to be determined.

Question 61: Are you currently experiencing a driver shortage?

Answer 61: Yes.

Question 62: How many monitors are required?

Answer 62: Monitors are district-provided and the number fluctuates.

Question 63: Will you provide the starting rate and wage range, and salary range for drivers, monitors, and mechanics?

Answer 63: All transportation provided to Knox County Schools is contracted. Wages and salaries vary by contractor and are not the purview of the district.

Question 64: Please provide a complete list of all routes with start and end times and/or driver hours for the day and mileage. The list should include: Route type (Regular or Special Needs), Midday Shuttles (how many and times), vehicle size, aide or monitor required, special equipment needed (Wheelchair lift, Air Conditioning, Star-Seat)

Answer 64: Routes have not yet been determined for the coming year.

Question 65: How many school days?

Answer 65: 177

Question 66: Can we propose a daily route cost instead of a per-mile cost?

Answer 66: See answer 13.

Question 67: When will you award?

Answer 67: As expeditiously as possible.

Question 68: When will the contract start?

Answer 68: The County cannot guarantee an exact start date.

Question 69: Page 23, Contract, No. 1 states that the initial term will be from July 1, 2025 to June 30, 2026. However, that same provision states that County intends to issue a 2-year contract and Page 6, Section 3.5 also states the contract will be for two years. Can the district please clarify?

Answer 69: Page 23 is a Sample Contract. Per Section 3.5 the Contract will be two (2) years with the option to renew upon mutual consent of both parties for three (3) additional one (1) year options. The Contract could be extended for a possible total of five (5) years.

The following questions were answered using the additional information attached:

Question 70: Can the district please provide historical and/or estimated information on the following:

- Average number of riders per vehicle per one-way trip
- Number of one-way trips per month
- Average mileage per one-way trip
- Total trip mileage per month

Answer 70: Please see Additional Information-Attachment A Sample Invoice and Attachment B Previous Invoices.

Question 71: Per Pg. 13, section 4.20, please elaborate and provide an example of what a daily summary of provided services report would entail.

Answer 71: Please see Additional Information- Attachment A Sample Invoice.

Question 72: Please provide a 3-month of actual billing invoices demonstrating how the contract rates are applied.

Answer 72: Please see Additional Information- Attachment B Previous Invoices.
End of Addendum I

Note: Addendum must be acknowledged in Section V Tab II of the proposal.

Rachel Cabrera
Senior Buyer, Knox County Procurement

Attachment A

Sample Invoice(This is an example of an invoice submitted from one vendor based on the operation of one vehicle for three days.)

Date	Student	Address	School	AM Miles	PM Miles	Total Miles per Day	Per $2.50	Fuel Index	Index x Mileage	* Daily Total	RY/ Ridgedale Alt	Totals	Wkly Totals
3/3/2025			Dogwood Elem	5.9	6.3	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Dogwood Elem	6	6	12	$ 30.00	$ -	$ -	$ 30.00			
			Dogwood Elem	8	8.1	16.1	$ 40.25	$ -	$ -	$ 40.25			
			Dogwood Elem	12.2	0	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Richard Yoakley	0	11.5	11.5	$ 28.75	$ -	$ -	$ 28.75	$ 15.00		
			Richard Yoakley	6.3	0	6.3	$ 15.75	$ -	$ -	$ 15.75			
			Richard Yoakley	0	0	0	$ -	$ -	$ -	$ -			
			Richard Yoakley	2.9	0	2.9	$ 7.25	$ -	$ -	$ 7.25			
			Richard Yoakley	0	2.6	2.6	$ 6.50	$ -	$ -	$ 6.50			
			Richard Yoakley	1	1	2	$ 5.00	$ -	$ -	$ 5.00			
			Richard Yoakley	7.2	8.7	15.9	$ 39.75	$ -	$ -	$ 39.75			
				49.5	44.2	93.7	$ 234.25	0	0	$ 234.25	$ 15.00	$ 249.25	
3/4/2025			Dogwood Elem	5.9	6.3	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Dogwood Elem	6	6	12	$ 30.00	$ -	$ -	$ 30.00			
			Dogwood Elem	8	8.1	16.1	$ 40.25	$ -	$ -	$ 40.25			
			Dogwood Elem	12.2	0	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Richard Yoakley	0	11.5	11.5	$ 28.75	$ -	$ -	$ 28.75	$ 15.00		
			Richard Yoakley	6.3	8.3	14.6	$ 36.50	$ -	$ -	$ 36.50			
			Richard Yoakley	3	0	3	$ 7.50	$ -	$ -	$ 7.50			
			Richard Yoakley	2.6	0	2.6	$ 6.50	$ -	$ -	$ 6.50			
			Richard Yoakley	0	2.6	2.6	$ 6.50	$ -	$ -	$ 6.50			
			Richard Yoakley	1	1	2	$ 5.00	$ -	$ -	$ 5.00			
			Richard Yoakley	7.2	8.7	15.9	$ 39.75	$ -	$ -	$ 39.75			
				52.2	52.5	104.7	$ 261.75	0	0	$ 261.75	$ 15.00	$ 276.75	
3/5/2025			Dogwood Elem	5.9	6.3	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Dogwood Elem	6	6	12	$ 30.00	$ -	$ -	$ 30.00			
			Dogwood Elem	8	8.1	16.1	$ 40.25	$ -	$ -	$ 40.25			
			Dogwood Elem	12.2	0	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Richard Yoakley	0	11.5	11.5	$ 28.75	$ -	$ -	$ 28.75	$ 15.00		
			Richard Yoakley	6.3	0	6.3	$ 15.75	$ -	$ -	$ 15.75			
			Richard Yoakley	3	1.5	4.5	$ 11.25	$ -	$ -	$ 11.25			
			Richard Yoakley	2.6	0	2.6	$ 6.50	$ -	$ -	$ 6.50			
			Richard Yoakley	0	2.6	2.6	$ 6.50	$ -	$ -	$ 6.50			

Attachment B- Previous Invoices

RPM Transit, Inc.

INVOICE

RPM Transit, Inc.

Date: 1/5/2025
Customer ID: SPED Service

TO:
Knox County School Transportation Department
Attn: Ryan Dillingham
PO Box 2188
Knoxville, TN 37901
865-594-1550

JOB
SPED Shuttle Service for 2024-2025 Program

PAYMENT TERMS
Due on receipt

	Date	Shuttle #40	Shuttle #40B	Shuttle #41	Shuttle #42	Shuttle #202
Week 17	12/2/2025	$321.00	$230.00	$230.00	$269.75	$304.00
	12/3/2025	$321.00	$0.00	$230.00	$269.75	$321.50
	12/4/2025	$319.25	$230.00	$230.00	$269.75	$304.00
	12/5/2025	$319.25	$0.00	$230.00	$259.25	$321.50
	12/6/2025	$305.25	$0.00	$230.00	$250.50	$283.00
Week 18	12/9/2025	$302.25	$0.00	$230.00	$259.25	$316.75
	12/10/2025	$319.25	$0.00	$232.75	$259.25	$321.50
	12/11/2025	$319.25	$230.00	$232.75	$303.00	$321.50
	12/12/2025	$305.25	$0.00	$230.00	$299.50	$273.00
	12/13/2025	$319.25	$0.00	$232.75	$299.50	$322.50
Week 19	12/16/2025	$309.25	$0.00	$230.00	$299.25	$321.50
	12/17/2025	$319.25	$0.00	$230.00	$299.25	$321.50
	12/18/2025	$319.25	$0.00	$230.00	$299.25	$304.00
	12/19/2025	$311.25	$0.00	$230.00	$292.00	$264.50
	12/20/2025	$280.25	$0.00	$230.00	$245.00	$230.00
	Sub Total:	$4,690.25	$690.00	$3,458.25	$4,174.25	$4,530.75

Lonsdale Elementary	12/9/2025	$50.00
	12/10/2025	$50.00
	12/16/2025	$50.00
	12/17/2025	$50.00
	Subtotal	$200.00

TOTAL DUE: **$17,743 50**

Make all checks payable to RPM Transit, Inc.

RPM Transit, Inc.

INVOICE

RPM Transit, Inc.

Date: **2/5/2025**
Customer ID: **SPED Service**

TO:
Knox County School Transportation Department
Attn: Ryan Dillingham
PO Box 2188
Knoxville, TN 37901
865-594-1550

JOB
SPED Shuttle Service for 2024-2025 Program

PAYMENT TERMS
Due on receipt

	Date	Shuttle #40	Shuttle #41	Shuttle #42	Shuttle #202
Week 20	1/6/2025	$245.00	$230.00	$254.25	$230.00
	1/7/2025	$245.00	$230.00	$254.25	$230.00
	1/8/2025	$245.00	$230.00	$254.25	$230.00
	1/9/2025	$245.00	$230.00	$253.25	$230.00
	1/10/2025	**Snow Day**			
	1/13/2025	**Snow Day**			
Week 21	1/14/2025	$272.75	$230.00	$265.00	$230.00
	1/15/2025	$284.50	$230.00	$265.00	$230.00
	1/16/2025	$283.50	$230.00	$265.00	$230.00
	1/17/2025	$283.50	$230.00	$298.00	$230.00
	1/20/2025	**MLK Day**			
Week 22	1/21/2025	$276.00	$230.00	$298.75	$230.00
	1/22/2025	$276.00	$230.00	$292.50	$230.00
	1/23/2025	$277.00	$230.00	$298.00	$230.00
	1/24/2025	$275.50	$230.00	$298.00	$230.00
Week 23	1/27/2025	$282.50	$230.00	$305.25	$230.00
	1/28/2025	$283.50	$230.00	$265.75	$230.00
	1/29/2025	$282.50	$230.00	$267.25	$230.00
	1/30/2025	$282.50	$230.00	$273.75	$230.00
	1/31/2025	$282.50	$230.00	$273.75	$230.00
	Sub Total:	$4,622.25	$3,910.00	$4,682.00	$3,910.00

Lonsdale Elementary	1/6/2025	$50.00
	1/7/2025	$50.00
	1/14/2025	$50.00
	1/21/2025	$50.00
	1/27/2025	$50.00
	1/28/2025	$50.00
	Subtotal	$300.00

TOTAL DUE: **$17,424 2 5**

Make all checks payable to RPM Transit, Inc.

RPM Transit, Inc.

INVOICE

RPM Transit, Inc.

Date: 3/3/2025
Customer ID: SPED Service

TO:
Knox County School Transportation
Department Attn: Ryan Dillingham
PO Box 2188
Knoxville, TN 37901
865-594-1550

JOB
SPED Shuttle Service for 2024-2025 Program

PAYMENT TERMS
Due on receipt

	Date	Shuttle #40	Shuttle #41	Shuttle #42	Shuttle #202
Week 24	2/3/2025	$283.41	$230.65	$306.25	$250.09
	2/4/2025	$283.41	$230.65	$298.97	$230.64
	2/5/2025	$283.41	$230.65	$300.98	$230.62
	2/6/2025	$284.41	$230.65	$306.25	$230.31
	2/7/2025	$275.63	$230.65	$301.23	$230.62
Week 25	2/10/2025	Sick Days			
	2/11/2025				
	2/12/2025	$274.37	$230.65	$346.41	$342.96
	2/13/2025	$275.63	$230.65	$346.41	$342.96
	2/14/2025	$275.63	$230.65	$346.41	$277.95
Week 26	2/17/2025	Student Holiday			
	2/18/2025	$263.58	$230.65	$346.41	$253.10
	2/19/2025	Snow Days			
	2/20/2025				
	2/21/2025	$245.18	$230.65	$316.54	$261.38
Week 27	2/24/2025	$263.58	$230.65	$316.54	$261.63
	2/25/2025	$263.58	$230.65	$305.50	$275.44
	2/26/2025	$264.59	$230.65	$311.77	$261.38
	2/27/2025	$263.58	$230.65	$311.77	$264.14
	2/28/2025	$274.37	$230.65	$308.26	$261.38
	Sub Total:	$4,074.36	$3,459.75	$4,769.70	$3,974.60
Lonsdale Elementary	2/24/2025			$50.00	
	2/25/2025			$50.00	
	Subtotal			$100.00	

TOTAL DUE:	$16,378.41

Make all checks payable to RPM Transit, Inc.

McConkey Transportation

Invoice DECINV24
Date: January 24, 2025
Invoice #: DECINV24
Customer ID: knoxschools

To: Ryan Dillingham
KCS Transportation
P.O. Box 2188
Knoxville, TN. 37901
865-594-1550

Date	Description	Daily Total	Weekly Total
SPECIAL	VISION	$ 1,600.00	$ 1,600.00
12-16-24		$ 160.70	$ 160.70
12-2-24		$ 4,947.77	
12-3-24		$ 5,075.78	
12-4-24		$ 5,041.31	
12-5-24		$ 5,114.50	
12-6-24		$ 5,114.50	$ 25,293.85
12-9-24		$ 5,083.90	
12-10-24		$ 5,081.37	
12-11-24		$ 5,081.37	
12-12-24		$ 5,029.86	
12-13-24		$ 5,039.86	$ 25,316.34
12-16-24		$ 5,057.20	
12-17-24		$ 5,057.20	
12-18-24		$ 5,057.20	
12-19-24		$ 5,057.20	
12-20-24		$ 5,057.20	$ 25,285.98
12-19-24	Driver Training- Cathy Collins	$ 108.00	
12-19-25	Driver Training - Sandra Foster Anderson	$ 108.00	
			$ 77,656.86
		Total Due	**$ 77,872.86**

Make all checks payable to: McConkey Transportation

Thank you for your business!

McConkey Transportation

Invoice: JANINV25
Date: February 28, 2025
Invoice #: JANINV25
Customer ID: knoxschools

To: Ryan Dillingham
KCS Transportation
P.O. Box 2188
Knoxville, TN. 37901
865-594-1550

Date	Description	Daily Total	Weekly Total
CLASS	CLASS	$ 648.00	$ 648.00
SPECIAL	VISION	$ 2,400.00	$ 2,400.00
1-6-25		$ 5,671.98	
1-7-25		$ 5,671.98	
1-8-25		$ 5,583.75	
1-9-25		$ 5,798.46	$ 22,726.15
1-14-25		$ 5,985.12	
1-15-25		$ 5,944.62	
1-16-25		$ 5,944.62	
1-17-25		$ 6,474.00	$ 24,348.34
1-21-25		$ 6,037.74	
1-22-25		$ 6,023.20	
1-23-25		$ 6,187.02	
1-24-25		$ 6,215.07	$ 24,463.03
1-27-25		$ 6,624.09	
1-28-25		$ 6,594.00	
1-29-25		$ 6,624.09	
1-30-25		$ 6,821.97	
1-31-25		$ 6,740.37	$ 33,404.52
		$ 107,990.04	$ 107,990.04
		Total Due	**$ 107,990.04**

Make all checks payable to: McConkey Transportation

Thank you for your business!

McConkey Transportation

Invoice FEBINV25
Date: April 9, 2025
Invoice #: FEBINV25
Customer ID: knoxschools

To: Ryan Dillingham
KCS Transportation
P.O. Box 2188
Knoxville, TN. 37901
865-594-1550

Date	Description	Daily Total	Weekly Total
SPECIAL	VISION	$2,100.00	$2,100.00
2-3-25		$6,952.75	
2-4-25		$6,952.75	
2-5-25		$6,952.75	
2-6-25		$6,827.07	$27,685.32
2-7-25		$6,573.64	
2-12-25		$6,565.40	
2-13-25		$6,579.82	
2-14-25		$6,579.82	$26,298.68
2-18-25		$6,528.31	
2-19-25		$6,555.10	
2-20-25		$6,506.15	
2-21-25		$6,506.15	$26,095.71
2-24-25		$6,506.15	
2-25-25		$6,506.15	
2-26-25		$6,506.15	
2-27-25		$6,506.15	
2-28-25		$6,506.15	$32,530.75
		$114,710.46	$114,710.46
		Total Due	**$114,710.46**
12-Feb	Trans U Mini	**Melody Reynolds**	**$108.00**
12-Feb	Trans U Mini	**Jochlyn Clabo**	**$108.00**
		Invoice Total	**$114,926.46**

Make all checks payable to: McConkey Transportation

Thank you for your business!

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

SPED INVOICE		
DATE OF SERVICE		AMOUNT
2-Dec		$ 775.00
3-Dec		$ 740.53
4-Dec		$ 720.53
5-Dec		$ 683.20
6-Dec		$ 748.33
9-Dec		$ 652.03
10-Dec		$ 757.34
11-Dec		$ 664.59
12-Dec		$ 740.90
13-Dec		$ 768.98
16-Dec		$ 760.43
17-Dec		$ 775.22
18-Dec		$ 653.89
19-Dec		$ 686.32
20-Dec		$ 404.34
Total		$ 10,531.63

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

NON SPED INVOICE

DATE OF SERVICE		AMOUNT
2-Dec		$ 2,285.03
3-Dec		$ 2,467.37
4-Dec		$ 2,447.64
5-Dec		$ 2,394.03
6-Dec		$ 2,455.43
9-Dec		$ 2,529.75
10-Dec		$ 2,445.30
11-Dec		$ 2,471.56
12-Dec		$ 2,133.91
13-Dec		$ 2,486.43
16-Dec		$ 2,179.92
17-Dec		$ 2,335.77
18-Dec		$ 2,277.40
19-Dec		$ 2,374.46
20-Dec		$ 1,322.95
Total		$ 34,606.95

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

NON SPED INVOICE

DATE OF SERVICE		AMOUNT
6-Jan		$ 2,270.30
7-Jan		$ 2,082.85
8-Jan		$ 2,193.78
9-Jan		$ 2,069.04
10-Jan	Closed due to weather	$ -
13-Jan	Closed due to weather	$ -
14-Jan		$ 2,076.84
15-Jan		$ 2,153.11
16-Jan		$ 2,076.01
17-Jan		$ 1,839.05
20-Jan	MLK day	$ -
21-Jan		$ 2,064.55
22-Jan		$ 1,719.06
23-Jan		$ 2,021.79
24-Jan		$ 2,132.08
27-Jan		$ 2,094.59
28-Jan		$ 2,206.08
29-Jan		$ 2,159.91
30-Jan		$ 2,156.34
31-Jan		$ 2,073.82
Training		$ 162.00
Total		$ 35,551.20

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

SPED INVOICE

DATE OF SERVICE		AMOUNT
6-Jan		$ 495.45
7-Jan		$ 718.76
8-Jan		$ 763.67
9-Jan		$ 732.21
10-Jan	Closed due to weather	$ -
13-Jan	Closed due to weather	$ -
14-Jan		$ 727.80
15-Jan		$ 733.11
16-Jan		$ 715.26
17-Jan		$ 757.45
20-Jan	MLK day	$ -
21-Jan		$ 603.70
22-Jan		$ 671.57
23-Jan		$ 747.37
24-Jan		$ 710.96
27-Jan		$ 782.05
28-Jan		$ 740.40
29-Jan		$ 574.78
30-Jan		$ 695.30
31-Jan		$ 715.08
Total		$ 11,884.92

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

SPED INVOICE		
DATE OF SERVICE		AMOUNT
3-Feb		$ 607.82
4-Feb		$ 742.43
5-Feb		$ 711.10
6-Feb		$ 667.45
7-Feb		$ 724.72
10-Feb		$ 324.97
11-Feb		$ 255.58
12-Feb		$ 722.17
13-Feb		$ 787.71
14-Feb		$ 677.86
18-Feb		$ 800.94
21-Feb		$ 373.36
24-Feb		$ 652.24
25-Feb		$ 697.87
26-Feb		$ 707.36
27-Feb		$ 714.41
28-Feb		$ 776.70
Total		$ 10,944.68

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

NON SPED INVOICE

DATE OF SERVICE		AMOUNT
3-Feb		$ 2,122.65
4-Feb		$ 1,897.62
5-Feb		$ 2,030.93
6-Feb		$ 2,077.44
7-Feb		$ 1,915.58
10-Feb	Closed due to sickness	$ -
11-Feb	Closed due to sickness	$ -
12-Feb		$ 2,112.53
13-Feb		$ 2,199.13
14-Feb		$ 2,271.90
18-Feb		$ 1,920.06
21-Feb		$ 2,174.99
24-Feb		$ 2,256.27
25-Feb		$ 2,303.03
26-Feb		$ 2,590.49
27-Feb		$ 2,422.60
28-Feb		$ 2,388.35
Training		$ 54.00
Total		$ 32,737.56

Proposal Number 3655
Schools Transportation Services

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



Submitted by:

City Shuttle LLC
3204 Cross Valley Rd
Knoxville, Tennessee 37917
P.O. Box 5378, Knoxville, TN 37928
Vickie Holmes, President
Tel:(865) 388-9551
vickie0906@comcast.net

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- References (Attachment B)
- Insurance Checklist (Attachment C)
- Criminal History Check Affidavit (Attachment D)
- Iran Divestment Act / No Boycott of Israel (Attachment E)

City Shuttle LLC

3204 Cross Valley Road
Knoxville, TN 37917
Tel: (865) 388-9551 • Fax: (865) 637-8889

May 8, 2025

Ms. Rachel Cabrera
Senior Buyers, Knox County Procurement
1000 N. Central Street, Suite 100
Knoxville, TN 37917

Re: RFP No. 3655
Transportation Services

Dear Ms. Cabrera:

We are pleased to have the opportunity to submit on the Transportation Services Proposal No. 3655.

We have read and understand the Proposal in its entirety. This proposal is firm for 180 days from receipt of this proposal dated May 8, 2025.

Sincerely,
City Shuttle LLC

Vickie Holmes

Vickie Holmes
President

COMPANY PROFILE:

City Shuttle LLC is located at 3204 Cross Valley Road, Knoxville, TN 37917; the office is centrally located in the Knoxville Area. Office number is (865) 388-9551.

Contact information is as follows:

Vickie Holmes, President
3204 Cross Valley Road
Knoxville, TN 37917
Cell: (865) 388-9551
Email: vickie0906@comcast.net

City Shuttle LLC operates under vender number T1616, issued by Knox County.

City Shuttle LLC, is a small D.B.E., woman owned professional business, EIN 680594374.
Knox County Business License available upon request.

City Shuttle LLC has over twenty-five (25) years of experience in delivering, pick-up and scheduling of children in the North, East and West areas of Knox County.

City Shuttle LLC has ten (10) qualified drivers. Drivers are drug tested; finger printed; and DOT physicals. All drivers have an "F" endorsement.

City Shuttle LLC has ten (10) 7-8 passenger mini-vans/SUVs and has the capability to add numerous vans/SUVs, if required or upon request, pending adequate candidates for employment.

Over the years, City Shuttle LLC has serviced Federal Express Pilots; Outpatients Diagnostics Center; Martin Mill and Holston Dialysis. Upon receipt of the contract with Knox County Transportation Services since 2005, our main objective has been solely to focus on the transportation needs of the Knox County Schools.

At present time, City Shuttle LLC does not accept E-commerce payment, upon award of contract, if required or upon request; arrangements to accommodate these needs can be meet.

City Shuttle LLC is open to Cooperative Procurement opportunities.

City Shuttle LLC acknowledges receipt of Addendum No. 1 issued April 30, 2025.

AVAILABLE RESOURCES:

All drivers are qualified and have been approved by Knox County Schools to transport students. All drivers are drug tested; finger printed with DOT physicals. All drivers have an "F" endorsement. Driver information attached.

Ten (10) company owned 7/8-passenger Mini-vans/SUVs, more upon request or required, pending adequate candidates for employment.

All drivers meet voice communications compliance.

Contract Representative is available ***24/7*** to meet the needs of parents and Knox County Schools with the rescheduling and on-time delivery of each student.

Trip Logs kept of each individual driver, and logged into a detailed sheet for billing; these drivers' logs are available upon request.

Company vehicles receive top of the line service and maintenance.

City Shuttle LLC requires all employees to submit, no less than 48 hours in advance, of needed time off. In the event of an emergency, City Shuttle LLC notifies all parents of change of driver(s) and/or pickup/drop-off time changes.

City Shuttle LLC requires all employees to dress in dignified and professional apparel. City Shuttle LLC does not require a uniform. Badge is required as part of everyday apparel.

Name	Address	TDL No.
Holmes, Vickie (President)	3204 Cross Valley Rd Knoxville, TN 37917	046008723
Hayes, Mary (Office Manager)	144 Thomas Weaver Rd Maynardville, TN 37807	069776183
Sutton, Iva (Asst. Office Manager)	3165 Washington Ridge Way, Apt 1811 Knoxville, TN 37917	061500162
Driggers, Melissa	621 Mitchell Drive Knoxville, TN 37912	068562694
Holmes, Tiffany	7824 Stonewood Creek Drive Corryton, TN 37721	107463411
Johnson, Shannon	7500 Draeger Rd Knoxville, TN 37920	064915754
Kersey, Eugene	2033 West Gilbert Lane Knoxville, TN 37920	062846704
Lewis, Brandon	4400mBlackberry Trellis Lane Knoxville, TN 37839	098755659
Mapp, Francine	1414 Pickett Avenue Knoxville, TN 37921	068696879
Phelps, Gary	6329 Ridgeview Road Knoxville, TN 37918	046555601
Proffitt, Vaughn (Tommy)	5301 Hickory Valley Rd Heiskell, TN 37754	038135627
Sutton, Iva	104 Buckskin Lane Maynardville, TN 37807	061500162
Sutton, Melissa	104 Buckskin Lane Maynardville, TN 37807	096109067

Substitute Driver(s)

Fox, Jaime	8565 Norman Lane Knoxville, TN 37849	077512161
Holmes, Vickie	3204 Cross Valley Road Knoxville, TN 37917	046008723

Vickie Holmes

3204 Cross Valley Road
Knoxville, TN 37917
(865) 388-9551
vickie0906@comcast.net

Experience

2004-Present — City Shuttle LLC — Knoxville, TN

President

- Maintained successful shuttle service for Knox County Schools.
- Hiring of new drivers as needed
- Create and re-route schedules for drivers, as shuttle of students can change daily, even hourly
- Process new student paperwork and process billing in a timely manner.
- 24/7 accessibility to parents and transportation department
- Communication with teachers, parents, schools and transportation department on a daily basis
- Several certificates of achievement and certification (available upon request)

1995-2004 — Quality Express — Knoxville, TN

Owner

- Maintained successful shuttle service for Knox County Schools
- Transportation service for local Dialysis Clinics.
- Responsible for all clerical duties for business.

1982-1995 — Adair Manor Apartments 1 & 2 — Knoxville, TN

On-site Manager/Operator (256 Units)

- Oversee leasing, maintenance, supplies, tenant issues, etc.
- Prepared leasing contracts and outsourced vendors for needed services.
- Miscellaneous Clerical duties such as payroll, inspections, etc.

Education

1968–1972 — Big Sandy High School — Big Sandy, TN

Mary Hayes

144 Thomas Weaver Rd
Maynardville, TN 37807
(865) 919-3887
mhayes3887@gmail.com

Experience

November 2015-Present City Shuttle LLC Knoxville, TN

Office Manager

- Assist in maintaining successful shuttle service for Knox County Schools
- Scheduling and maintaining background checks, physicals and drug screenings
- Maintenance of New Hire Applicants
- Assist with new student paperwork
- Assist in maintaining all vehicle tags and insurance
- Maintain vehicle maintenance paperwork
- Maintain student information paperwork
- 24/7 accessibility to parents and transportation department
- Maintain communication with teachers, parents, schools and transportation department on a daily basis, as needed.
- Payroll, AP/AR
- Notary

August 1998 – November 2015 Engineering Services Group, Inc. Knoxville, TN

Administrative Assistant

- Assisted office manager with daily duties
- Worked closely with seven owners on daily basis, along with assisting 24 other office personnel daily
- Created and maintained all correspondents, electronically and paper
- Created and maintained spreadsheets and reports weekly and monthly for all office staff
- Maintained and created all marketing material, including all printing and binding
- Created and maintained all specifications, electronically and paper
- Responsible for all shipping and receiving
- Use and maintenance of all office equipment
- Responsible for ordering supplies and maintaining all inventory
- Maintained all spec books, drawing and blue-print logs
- Maintained all documents in storage, including document purge
- Maintained document shredding bends, pick-up and delivery
- Bank deposits
- Notary
- Performed receptionist duties, including greeting all visitors
- Maintained working relationship with clients
- Creating and maintaining web page
- Cleaning and maintaining appearance of conference room and break area
- Scheduling and maintaining conference room usage
- Ordering lunch for client meetings and in-house staff meetings

Education

1990 Graduate of Horace Maynard High School

Serval administrative certifications and achievements

Iva Sutton

3165 Washington Ridge Way, Apt 1811
Knoxville, TN 37917
(865) 403-9339
Skippersmomma40@hotmail.com

Experience

2012-Present | City Shuttle LLC | Knoxville, TN

Assistant Office Manger

- Maintained successful shuttle service for Knox County Schools.
- Create and re-route schedules for drivers, as shuttle of students can change daily, even hourly
- Process new student paperwork
- 24/7 accessibility to parents and transportation department
- Communication with teachers, parents, schools and transportation department on a daily basis
- Communicate with drivers concerning routes.
- Coordinate maintenance on all vehicles.
- Work closely with drivers daily
- Help insure working relationships between parent, schools, and drivers.

2010-2012 | Claiborne Transportation | Knoxville, TN

Owner

- Maintained successful shuttle service for Knox County Schools
- Transportation service for students for Knox County
- Responsible for vehicle proved by contractor

Education

2013 | GED | Knoxville TN

QUALIFICATIONS/EXPERIENCE:

Scope of Work

City Shuttle LLC has provided for KCS and affiliated programs, such as KARM and surrounding missions with point-to-point transportation services for more than thirty (30) years, which twenty-five (25) of these years where under contract, and will continue to deliver the same quality services, upon award of this contract.

Acceptance of Policy and Directives

City Shuttle LLC agrees to abide by the Knox County Schools Board Policies and the Transportation Handbook and to follow directives and procedures regarding the implementation or execution of this contract from the Superintendent of Knox county Schools and any of her or his designees.

Accidents

City Shuttle LLC has worked closely with all parties involved in the KCSTD for the past twenty-five (25) years without any incidents. City Shuttle LLC has clear understanding of all DOT post-accident testing procedures. City Shuttle LLC complies with all requirements set forth in the Drug-Free Workplace Policy.

Additional Training

City Shuttle LLC agrees to comply with all additional training requirements set forth by KCSTD.

Assignment of Work

City Shuttle LLC has clear understanding of all procedures set forth by KCSTD of authorized personnel listings, which initiate any request for client changes.

Call-in Service

City Shuttle LLC has a clear understanding of all requirements and time frames set forth for Call-in Services, and such services can only be requested by the approved personnel list provided by the Knox County School Transportation Department.

Cellular Communications

City Shuttle LLC agrees to comply with all cellular communication requirements. Each driver is trained in the laws, rules and regulations regarding cell phone usage while performing his or her job.

Centralized Driver Files

City Shuttle LLC will provide Knox County Schools with all driver eligibility requirements to be housed in the KCSTD office.

Criminal History Background Check

City Shuttle LLC complies with all background check requirements.

Driver and Designee Inspection

City Shuttle LLC complies with the Applicable Law, which requires drivers to perform inspections to guarantee no pupil remains.

Driver Eligibility and Standards

Only drivers listed on the driver eligibility roster shall perform services and will report all staffing changes to KCSTD immediately.

City Shuttle LLC complies with Centralized Driver Files procedures.

Driver Suspension

City Shuttle LLC complies with all requirements.

Equipment Requirements

City Shuttle LLC complies with Federal, State and Local Laws and Regulations in addition to all Knox County Board of Education Policy and Procedures.

Fuel Surcharge

City Shuttle LLC acknowledges and understands the monthly fuel surcharge.

Global Positioning System

City Shuttle LLC vehicles are equipped with GPS equipment supplied through Knox County Transportation Department, and complies with all rules and regulations concerning the equipment.

Non-Student Passengers

City Shuttle LLC agrees to regulate the guidelines set forth in the Knox County Schools, Transportation and the Knox County Board of Education Policy Manual.

Radio Communications

At present time, City Shuttle LLC does not have radios installed, upon award of contract, if required or upon request; can arrange to accommodate these needs.

Random Drug and Alcohol Testing

City Shuttle LLC agrees to comply with random testing pool managed by KCSTD and stipulations of the Knox County Board of Education Policy.

Reporting of Services

City Shuttle LLC complies with KCSTD invoicing requirements.

Required Reporting

City Shuttle LLC complies with all reporting procures as set forth by through the Knox County Schools Transportation Department.

Routing and Scheduling

City Shuttle LLC complies with all routing and scheduling as set forth by Knox County Schools Transportation Department.

Safety-Sensitive Function
City Shuttle LLC complies with the Code of Federal Regulations.

Student Interaction
Policy and procedures are gone over frequently to guarantee appropriate interaction between employees and students. Available if requested.

Student-On-Student Harassment or Discrimination

City Shuttle LLC agrees to inform the administration of the school(s) served and the KCSTD of any instances of student-on-student harassment or discrimination that occurs on the vehicle. All vehicles are equipped with forms for reporting any incidents that may occur.

Video Camera Systems

City Shuttle LLC has video camera systems installed, through Knox County Transportation Department.

PROPOSED COSTS:

In realization that the economy has suffered significantly, due to cost of insurance increases and the high cost of gas and all other factors involved in running a business, we understand the need to keep cost lowered and still be able to deliver quality service. The pricing is as follows:

These Trips will be identified as:

1) From Home (origination) to School (destination).
2) From School (origination) to Home (destination).
3) From Point (origination) to Point (destination).

Each Student's fare calculated at a rate of $2.95 per mile by the shortest drivable route from their origination location to their destination location. The shortest route will be determined using GIS/GPS applications developed by the KCSTD. The base area is referring to the existing contract GSA points.

Deadhead miles previously charged to each student(s) trip fare when an origination or destination was located outside of the defined base service area. City Shuttle LLC will no longer be using Deadhead miles.

City Shuttle LLC has never requested fuel reimbursement, but due to rising fuel cost is requesting this reimbursement upon award of this contract.

There will be minimum fare of $17.00 for any student transported without a notice prior to 6:00 p.m. on the previous day of operation for KCSTD. The minimum trip fee is $17.00 per student for up to 5.75 miles, thereafter, billed at a rate of $2.95 per mile.

In instance of multiple students from same origination to same destination rate will be $2.95 per mile for first student or $17.00 or the greater of each.

Pick up attempts that do not use the service will be charged as though they were picked up and taken to their destination.

The fare for a student failing to utilize transportation services as scheduled by KCSTD will be at the full mileage rate of $2.95 or the greater of $17.00 per student.

The pricing schematic is not negotiable.

OTHER INFORMATION:

N/A

EXCEPTIONS:

City Shuttle LLC takes no exceptions to this solicitation.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
PRICING
REQUEST FOR PROPOSAL NUMBER 3655

Regularly Scheduled Flat Rate per Mile (Non-Call-In Service)	$ 2.95 per mile or $17.00
Flat Rate per Mile (Call-In Service Monday thru Friday 6AM-6PM)	$ 2.95 per mile
Flat Rate per Mile (Call-In Service Monday thru Friday 6PM-10PM and Saturday 6AM-10PM)	$ _____ per mile
Charges for Additional Passengers	$ 2.95 per passenger or $17.00
Minimum Charge (if applicable)	$ 17.00 per ~~trip~~ passenger
Additionally, Contractors are asked to provide prices for the sample trips outlined below, inclusive of any applicable additional passenger charges, minimum charges, and/or other charges. Please provide a breakdown of cost by each route as well as a total cost per scenario.	
Scenario 1: Route A: 3528 Laurel View Rd. to Whittle Springs Middle School (1 student) Route B: 1219 Pilleaux Dr. to Powell Elementary School (1 student) 1219 Pilleaux Dr. to Powell Middle School (1 student) (Note: 2 students total) Route C: 2544 Byington Solway Rd. to West High School (2 students)	Route A: $ 17.00 per trip Route B: $ 41.89 per trip Route C: $ 61.95 per trip Total Cost for Scenario 1: $ 120.84
Scenario 2: Route A: Pickup 1: 9314 Smoky Row Rd. (1 student) Pickup 2: 1119 Andrew Johnson Highway (1 student) Pickup 3: 3308 Mine Rd. (1 student) Pickup 4: 6210 Cardwell Rd. (1 student) Drop-Off: Gibbs Middle School (4 students)	Total Cost for Scenario 2: $ 144.73
Scenario 3 (11:30 AM): Route A: Farragut High School to Goodwill Industries, 5412 Pleasant Ridge Rd. (2 students)	Total Cost for Scenario 3: $ 90.86
Scenario 4: Route B: 103 Ithaca Ln., Oak Ridge, TN 37830 to Cedar Bluff Elementary School (1 student)	Total Cost for Scenario 4: $ 44.54

Note: Contractors may submit additional information detailing any alternative pricing schematics that may be utilized by Knox County Schools, but at a minimum, Contractors must submit pricing as requested per Attachment A. Please attach additional pages if necessary. Failure to submit pricing as requested per Attachment A may result in a vendor being deemed non-responsive.

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3655

Vendor Name: City Shuttle LLC, Vickie Holmes

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. 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 list Knox County Government or Knox County Schools as a reference.

Name of Firm: SEE ATTACHMENT
Contact Person: _____ Phone Number: _____
Email Address: _____ Fax Number: _____
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: _____ Fax Number: _____
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: _____ Fax Number: _____
Nature of Contract: _____
Services Provided: _____
Dollar amount: $ _____ (over life of contract)
Contract start date: _____ Contract end date: _____

ATTACHMENT B Continued:

Under the company name of Quality Express Courier service had been provided to Federal Express Pilots; Outpatients Diagnostics Center; Martin Mill and Holston Dialysis. Contact information; dollar amount and contract time period(s) are no longer available.

Since award of the contract in 2005 under City Shuttle LLC, with Knox County Schools Transportation Services, our main objective has been solely to focus on the transportation needs of Knox County Schools. City Shuttle LLC has held no other contractual agreements.

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 3655

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	$ 1,000,000
			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	$2,000,000	
NO		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-VII or better or its equivalent.

21. ***Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.***

22. 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.

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

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: Vickie D. Holmes, Owner Authorizing Signature: Vickie D. Holmes

ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3655

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, Vickie D Holmes, President or other Principal

Officer of City Shuttle LLC (Name of Company), swear or affirm that the 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.

Vickie D Holmes
President or Principal Officer

For: City Shuttle LLC
Name of Company

STATE OF TENNESSEE}
COUNTY OF KNOX }

Subscribed and sworn before me by Vickie D. Holmes, Owner,

President or Principal Officer of City Shuttle LLC,

On this 8th day of May 2025.

Paula L. Snelling
Notary Public Paula L. Snelling

My Commission expires: 1/3/2027

PAULA L. SNELLING
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF KNOX

ATTACHMENT E
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSALS NUMBER 3655

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: Vickie D Holmes
(sign in blue ink)

Title: Owner Date: May 8, 2025

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: Vickie D Holmes
(sign in blue ink)

Title: Owner Date: May 8, 2025

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 3655

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	$ 1,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 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	$2,000,000	
NO		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-VII or better or its equivalent.**

21. ***Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.***

22. **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.**

23. **Certificate of Insurance shall show the RFP number and title.**

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: Oakbridge Insurance Agency LLC **Authorizing Signature:** Heather A. Long, CPCU 05/13/2025

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

Proposer's Name: Vickie Holmes, Owner **Authorizing Signature:** Vickie Holmes

***Insurance Agent's Notes:

*Symbol 1 Any Auto is not available for this type of exposure.

*If contract awarded, we will obtain a quote for umbrella liability.

Knox County Government
and
Collaborative Student
Transportation LLC

This Contract, made and entered into between the Knox County Government, hereinafter referred to as the "County" and Collaborative Student Transportation LLC hereinafter referred to as "Contractor."

Whereas, the County requested proposals for School Transportation Services for Knox County Government and Knox County Schools (Request for Proposal #3655) and;

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

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposal, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposal specifications and the Contractor's proposal and 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 on the 31st day of July 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs four and five. Upon mutual agreement of the Contractor and Knox County, the Contract 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. Amendments. No alterations, amendments, changes, modification or additions to this Contract shall be binding on Knox County without prior written approval of the County.

3. Payment. Knox County requires a minimum of thirty (30) days to process payment after receipt of a properly submitted invoice. If an invoice has not been paid within thirty (30) days, vendor shall contact the using department. The County will not agree to any late payment fees, penalties, etc. Any provision requiring late payment fees, penalties, etc., in a response to this solicitation or any other supplemental agreement(s) will not be accepted. The County shall pay Contractor properly submitted as agreed upon in the County's Request for Proposal for School Transportation Services per the Contractor's response to Request for Proposal #3655 and as negotiated; pursuant to all payments being subject to the County's review and approval. See Attachment B for pricing.

Regularly Scheduled Flat Rate per Mile (Non-Call-In Service) $2.10 per mile
Flat Rate per Mile (Call-in Service Monday thru Friday 6am-6pm) $2.10 per mile
Flat Rate per Mile (Call-in Service Monday thru Friday 6pm-10pm and Saturday 6am-10pm)) $2.10 per mile
Charges for Additional Passengers $0 per passenger
Minimum Charge $57.00

4. 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 expressed permission of County.

In the event Contractor intends to interrupt or discontinue service under this Contract, and due to the timeframe required by the County to solicit and contract for goods and services, Contractor agrees to give Knox County at least one hundred twenty (120) days' 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.

Should the Contractor fail to provide the 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 as soon as possible. Failure to correct the problem(s) in a timely manner or repeated issues occurring with the service(s) to be provided, may lead to the termination of the Contract by the County. For the purposes of this Contract, interruption shall not include interruptions due to normal system maintenance or Force Majeure events.

5. **Appropriations.** In the event no funds are appropriated by the County for School Transportation 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.

6. **Independent contractor.** Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability resulting from actions of the Contractor or Contractor's employees.

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 School Transportation Services, 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 transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of the County. If Contractor assigns this contract to another party, an Assignment of Contract must be executed between the County and the new party. Knox County will draft this "Assignment of Contract" document. Any assignment without such express written permission may result in the automatic termination of this Agreement.

10. **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 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 form.

11. **Right to inspect.** Pursuant to Section 2.4 and Section 2.20 of the RFP, the 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 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.

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 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. Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Knox County will comply with all legitimate requests.

14. **Insurance.** Contractor shall maintain a current Certificate of Insurance including any corresponding endorsement page(s) with the specified coverage listing Knox County and Knox County Schools as an additional insured. It shall be the Contractor's responsibility to keep a current Certificate of Insurance and endorsement page(s) on file with Knox County Procurement for the life of the Contract. See Attachment A for insurance checklist coverage requirements.

15. **Contractor** shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all third-party suits, claims, actions or physical damages of any nature brought because of, arising out of, or due to any alleged breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any grossly negligent act or occurrence or any intentional omission or commission of Contractor, its subcontractors, suppliers, agents or employees. Knox County has not been given authority under the laws of the State of Tennessee to indemnify a contractor under any circumstances. This includes, but is not limited to, Third Party Claims. The inclusion of any language requiring indemnification by the County in this Contract or any supplemental documents, will not be accepted.

16. **Delivery.** Contractor shall render School Transportation Services for the County in accordance with Request for Proposal #3655.

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 be liable for indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages. No provision of this Agreement shall act or be deemed to be a waiver by Knox County or the County/School System of any immunity or of any provision of the TENNESSEE GOVERNMENTAL TORT LIABILITY ACT. Tenn. Code Ann 29-20- 101 et seq. Any liability to the Vendor or third parties for any claims, damages, losses, or costs arising out of, or related to acts performed by the County/School System under this Agreement will be governed and limited by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. 29-20-101 et seq."

19. Contract documents. This Contract is the leading document and shall take precedence over any documents referenced herein. 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 #3655, for School Transportation Services and Addendum I
B. Contractor's Response to Request for Proposal #3655 for School Transportation Services, 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 copy on the day and year last 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**

Date:_____

KNOX COUNTY GOVERNMENT

_____ **GLENN JACOBS**

MAYOR – Signature **MAYOR**

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT NO. 25-434(b)

APPROVED AS TO LEGAL FORM

_____ Gary Dupler

LAW DIRECTOR – Signature **LAW DIRECTOR – Printed Name**

Date: 6/23/2025

CONTRACTOR

_____ _____

AUTHORIZED SIGNATURE **VENDOR – Printed Name**

COLLABORATIVE STUDENT TRANSPORTION LLC

COMPANY NAME

Date:_____

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **School Transportation Services** as specified herein. Proposals must be received by **2:00 p.m.** on **May 8, 2025**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

Proposal Number 3655
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 Rachel Cabrera, Senior Buyer, at 865.215.5751. Questions may be emailed to Rachel.Cabrera@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 one hundred twenty (120) 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 Proposal.

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 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 will 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 award. Knox County 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 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, Business Outreach Administrator
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.7 **CONFLICT OF INTEREST:** Vendors must have read and comply with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.

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

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. Facsimile and email 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 on-line vendor registration and maintenance, electronic receipt of Purchase Orders, on-line retrieval and submittal of quotes and bids 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 METHOD:** Knox County utilizes two (2) methods of placing order for products and/or services. 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 with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their proposal response if the vendor will accept Knox County's Credit Card (VISA) as a 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, 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:** 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.

1.19 **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 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.

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;
1.20.3 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 Proposal (RFP) 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 **April 24, 2025 at 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 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 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 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 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 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 subcontract 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 RECORDS CHECK:** Any and all successful proposers, Contractor's employees, Contractor's subcontractors and the employees of any subcontractors must submit to a criminal history records check at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are expected to be present. Reference Tennessee Code Annotated Section 49-5-413. Proposers **must** submit with their proposals the Criminal History Affidavit of Compliance.

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 County 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 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.

2.11 **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 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.

2.15 **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.

2.16 **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.

2.17 **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 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) Request for Proposal, (3) Contractor's 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, and 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 and warehoused.

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 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.

2.23 **TERMINATION:** County may terminate this agreement with or without cause at anytime. 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.

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 days' 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.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, solicitation 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 set forth and convey to prospective proposers the general type and character of Point-to-Point School Transportation Services as desired by the Knox County Schools Transportation Department (hereafter referred to as KCSTD). Award will be based on Best Value. Best Value means more than lowest cost, it includes safety, the 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 as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITION OR DELETION OF SERVICES:** Knox County reserves the right to add services as the need arises or to delete services that have become obsolete 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:** The length of this Contract will be two (2) years with the option to renew upon mutual consent of both parties. The term agreement may be extended for three (3) additional one (1) year options, for a possible total of five (5) years. Knox County reserves the right to purchase these products and/or 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 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 **COMMUNICATIONS:** The successful execution of this contract will require extensive communication between all involved parties. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have an email address that is regularly monitored. 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 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 **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 on 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.

3.10 **CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful vendor(s). The Contract may require Knox County Board of Education and/or Knox County Commission approval. The successful vendor(s) may be required to be present at the Board of Education and/or County Commission meeting(s) 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). Knox County will draft the Contract. A sample contract can be found under Exhibit A. The Knox County Procurement Division will not accept any vendor's contract. If Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted they will not be accepted.

3.11 **CONTRACTOR DUTIES:** At the Contractor's own expense, the Contractor shall:

3.11.1 Provide competent supervision;
3.11.2 Provide competent personnel;
3.11.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.

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

- Available Resources 35 Points
- Qualifications & Experience 25 Points
- Proposed Cost 40 Points

3.13 **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.

3.14 **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 offer are subject to rejection in whole or in part. Any exceptions shall be included in Section V, 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.

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

3.17 **INSURANCE:** The successful vendor(s) must carry the insurance as indicated on the Insurance Checklist 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 proposal. Upon the 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 and Knox County Schools 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.

3.18 **INVOICE DETAIL:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.18.1 The invoice must show the amount due to the Contractor by Knox County;
3.18.2 The invoice must show a summary of completed work;
3.18.3 Invoices are to be original and uniquely pre-numbered;
3.18.4 Invoices which do not show this information are subject to rejection.

3.19 **INVOICE REVIEW:** Knox County shall review all invoices 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 termination.

3.20 **INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may be required to use different invoicing information and procedures.
This information and procedures shall be provided to the Contractor(s) prior to Contract execution. There shall be no additional charge for this information and procedures to be included.

Each invoice shall include a summary of service(s) provided and shall list the associated unit price. Supporting documentation shall be included with invoices as applicable. Invoices without this information will be returned to the Contractor for correction.

Invoices shall be sent to the billing address indicated on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that the successful Contractor's invoices specify the correct department. Do not credit payments to another department's account. Invoices must match the corresponding Purchase Order number. Vendors are hereby notified that invoices may take up to thirty (30) business days to process payment. There shall be no component billing. Mail invoices for Knox County Schools to:

Knox County Schools Transportation Department
Post Office Box 2188
Knoxville, TN 37901
invoices@knoxschools.org

3.21 **MINIMUM QUALIFICATION EXPECTATIONS:**

3.21.1 Respondent must address all submittal requirements as defined under Section IV.
3.21.2 Respondent must have the experience and capabilities to carry out the work contemplated and equipment and personnel available for the work.
3.21.3 If the respondent has a permanent office in Knox County, respondent must have a current business license issued by Knox County. This requirement also applies to any of the Respondent's proposed subcontractors or subconsultants with a permanent office in Knox County. A Knox County business license is not required of any Respondent or proposed subcontractor or subconsultant who does not have

a permanent office in Knox County. For more information, contact the Knox County Clerk's office at 865.215.2392.

3.22 **NEGOTIATION:** Knox County may select a successful proposer on the basis of initial offers received without discussions. 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.

3.23 **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.

3.24 **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 Proposal, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.25 **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 one hundred twenty (120) business days after the date fixed for the closing the RFP.

3.26 **PRICING:** The proposer(s) warrants that the unit price stated shall remain firm for a period of twenty-four (24) months from the first day of the Contract period.

If the Contractor's price is increased after the first contract period, 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:

- Continue with the existing prices;
- Request a lower price increase;
- Not accept the renewal offer.

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 proposal file. No approvals will be authorized verbally.

3.27 **PROPOSAL CONTENT:** The proposer's response must contain a thorough description of the background of the proposer and sufficient evidence showing that the proposer is capable of providing the services. The proposer's response must thoroughly expound on the proposer's understanding of how the proposed services will meet Knox County's needs. The proposal must also contain an explanation of the implementation plan and the proposer's ongoing commitment to service.

3.28 **PROPOSAL EVALUATION:** In evaluating the 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.

3.29 **PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. As 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.

3.30 **PROPOSER INTERVIEWS:** Knox County may require proposers to give oral presentations/interviews in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. These presentations/interviews may be conducted virtually through video conferencing or in person. Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase. The County 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.

3.31 **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.

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

3.33 **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.

3.34 **REFERENCES:** Proposers must provide three (3) professional references relating to work of a similar scope completed within the last five (5) years. Include the name of the agency or institution, point of contact with both a telephone number and email address, and the nature and size of the Contract. Proposer must submit Attachment A. Do not list any Knox County Government entity or Knox County Schools.

3.35 **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.

3.36 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work specified in this RFP.
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.

3.37 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **April 24, 2025 at 4:30 p.m. local time**. No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** The purpose of this solicitation is to provide "point-to-point" transportation services for individuals at the direction of Knox County Schools. Knox County Schools is hereinafter referred to as KCS. This Contract is not limited to those transportation services specifically to and from school on a scheduled instructional day and may be used to provide services to any program associated with KCS. Instructional days are determined by the Board of Education and published on the KCS web page (www.knoxschools.org) and are subject to change. It shall be the responsibility of the vendor to verify all instructional days. These transportation services, for the most part, are within the boundaries of Knox County. KCS currently utilizes approximately forty (40) vehicles across three separate Contractors to transport approximately five hundred students each instructional day, typically between 6:30 AM and 5:30 PM. Mileage varies by route but is often between fifty (50) and one hundred fifty (150) miles a day.

4.2 **BACKGROUND:** Knox County Schools (KCS) is a public education agency. It is responsible for the education of children from preschool through high school. There are approximately fifty-nine thousand (59,000) Pre-K through 12th-grade students and approximately seven thousand eight hundred (7,800) employees. For purposes related to this RFP, the district is comprised of ninety-two (92) schools that represent urban, suburban, and rural populations.

4.3 **ACCEPTANCE OF POLICY AND DIRECTIVES:** The Contractor, while performing work under this Contract, expressly agrees to abide by Knox County Schools Board Policies and the Transportation Handbook. The

Contractor also agrees to follow directives and procedures regarding the implementation or execution of this Contract from the Superintendent of Knox County Schools and any of her or his designees.

4.4 **ACCIDENTS:** The Contractor shall immediately inform the Knox County Schools Transportation Department (KCSTD) of the occurrence of any accident involving any vehicle while performing services under this agreement. The Contractor shall follow the Department of Transportation (DOT) post-accident testing procedures for alcohol and controlled substances. The Contractor must comply with all requirements as set forth in the Drug-Free Workplace Policy as defined in the Knox County Schools Handbook: https://www.knoxschools.org/cms/lib7/TN01917079/Centricity/Domain/1034/GAN.pdf.

4.5 **ADDITIONAL TRAINING:** The Contractor will participate, and will ensure their drivers or driver candidates participate, in any training sessions mandated by the KCSTD. Such trainings will be located within the boundaries of Knox County and Contractors will be compensated for the time their drivers spend in training. Contractors will not be entitled to compensation.

4.6 **ASSIGNMENT OF WORK:** All service to be conducted under this agreement will be at the direction of the Knox County School Transportation Department personnel. Failure to abide by this directive may be just cause for immediate termination and a report sent to the District Attorney General.

4.7 **CALL-IN SERVICE:** Some trips may require a "call-in" to the successful Contractor(s). These trips could occur between the hours of 6:00 a.m. and 10:00 p.m. Monday thru Saturday. When call-in service is requested between the hours of 6:00 a.m. and 6:00 p.m. Monday thru Friday, the successful Contractor(s) must arrive within thirty (30) minutes from when the call-in was placed. When call-in service is requested between the hours of 6:00 p.m. and 10:00 p.m. Monday thru Friday, or 6:00 a.m. and 10:00 p.m. on Saturday, the successful Contractor (s) must arrive within sixty (60) minutes from when the call-in was placed.

Repeated late arrivals may result in termination of the Contract. The person who calls in the request must be listed on the approved Contract list provided by the School Transportation Department.

4.8 **CELLULAR COMMUNICATIONS:** The Contractor(s) shall maintain on his or her person and shall equip each vehicle with a cellular telephone and must be in the "on" position and operable at all times, to the extent service is provided by commercial communications provider, while performing services under this Contract. The Contractor shall furnish the cellular numbers to the KCSTD as needed. The Contractor(s) shall be liable for the cost of the cellular services and all accompanying charges to meet this requirement. The Contractor will also ensure that all of their drivers are made aware of and trained on any laws, rules, and regulations regarding the usage of cellular phones while driving a vehicle. This includes but is not limited to hands-free laws.

4.9 **CENTRALIZED DRIVER FILES:** By agreement of the parties, all information necessary to meet driver eligibility requirements shall be housed in the KCSTD facility and will be made available to authorized employees of the Knox County Transportation Department to ensure compliance. The Contractor shall provide to the KCSTD a complete file on each driver, which, at a minimum, shall contain the following:

- Driver's name, address (current), telephone number (current), and driver's license number,
- A negative D.O.T. pre-employment drug screening;
- An annual D.O.T. satisfactory physical examination;
- A photocopy of their driver's license with proper endorsement;
- Any and all other required documentation or information as set forth by the School Board or the KCSTD.

4.10 **CRIMINAL HISTORY BACKGROUND CHECK:** All driver candidates must undergo a criminal history background check conducted at the direction of KCSTD utilizing an entity of KCSTD's choosing. KCSTD personnel will schedule this procedure but Contractors are responsible for payment. All driver candidates must sign paperwork releasing these results to KCS prior to a background check being scheduled. In addition, Attachment B, Criminal History Records Check Affidavit, must be completed and returned with your submittal.

The results for each driver candidate will be forwarded to the KCSTD upon completion. The KCSTD will notify the vendor if any identified prior criminal history would prevent a driver's eligibility.

4.11 **DRIVER AND DESIGNEE INSPECTION:** In compliance with Applicable Law, the Contractor(s) shall insure that their drivers fully inspect each vehicle after dropping the final student from each school they serve or any time the vehicle is vacated by the driver for any purpose to verify that no pupil remains on the vehicle.

4.12 **DRIVER ELIGIBILITY & STANDARDS:** The Knox County Transportation Department will maintain a driver eligibility roster listing all drivers meeting the requirements pursuant to an awarded Contract, Knox County Board of Education Policy, the Knox County Schools Transportation Handbook, and any additional Applicable Law. Only drivers listed on the driver eligibility roster shall perform services pursuant to this Contract. Contractor staffing changes must be reported to KCSTD immediately. The Contractor, in providing services pursuant to this agreement, shall only use drivers included on the Knox County Schools Driver Eligibility Roster.

4.13 **DRIVER SUSPENSION**: When anyone providing services pursuant to this Contract has been involved in an accident; is the subject of civil or criminal violations or charges; has been accused of sexual harassment, sexual assault, child abuse, or child endangerment; has received a traffic citation or a moving violation; or has failed to meet the obligations or performance standards as defined in this Agreement, Board Policy, including but not limited to the Knox County Schools Civility Code, or the Knox County Schools Transportation Handbook, that person may be temporarily suspended from his/her driving position pending an investigation. This suspension will be lifted or continued based on investigative findings by Knox County School Security, KCS or KCSTD administration, and/or the appropriate law enforcement agency and could ultimately result in removal from the eligibility roster.

Once an individual has been removed from the Roster, only the Director of Schools for Knox County Schools may reinstate that person to the Roster. Anyone wishing to be reinstated to the Roster should submit a written petition to the Director of Schools for Knox County Schools. No reinstatement shall be considered before one (1) calendar year has passed.

4.14 **EQUIPMENT REQUIREMENTS:** The Contractor(s) must use vehicles that are compliant with all Federal, State and Local Laws and Regulations in addition to all Knox County Board of Education Policy and Procedures, and the Transportation Handbook.

4.15 **FUEL SURCHARGE:** The purpose of the Fuel Surcharge is to offset increases in gasoline prices experienced by shuttle Contractors while operating for Knox County Schools. As such, the surcharge will increase and decrease with the price of fuel. The formula for calculating the Fuel Surcharge is as follows:

(Current Fuel Price – Base Fuel Price) / 12 Miles Per Gallon = Per Mile Surcharge

1. Current Fuel Price is the cost of Regular Grade fuel in Knoxville as listed on the Tennessee Metro Average Prices available on the American Automobile Association (AAA) website.
2. The Base Fuel Price is $2.75 per gallon.
3. 12 Miles Per Gallon is meant to represent an average fuel economy for the vehicles in the shuttle fleet, not that of any specific vehicle.
4. The Per Mile Surcharge is an amount that will be added to every mile billed by the Contractor. It will be in addition to the mileage rate specified in the Contract and will be rounded to the nearest cent.
5. The Knox County Schools Transportation Department will establish the Current Fuel Price on the first business day of each month. KCSTD will also communicate the Per Mile Surcharge to the Contractor.
6. The Contractor will include the Per Mile Surcharge as a separate item on all of their invoicing for that month.
7. The Fuel Surcharge will not exceed $1.50 per mile without Knox County School Board approval.

4.16 **GLOBAL POSITIONING SYSTEM:** The Knox County Schools Transportation Department may, at its discretion, install or have installed on each vehicle operated under this agreement a Global Positioning System (GPS) compatible with the GPS system utilized by the KCSTD. The Contractor shall ensure this equipment is functional and properly maintained and that the Contractor's employees are trained in the proper use of this equipment. Any malfunction or degradation of the equipment shall be immediately reported to the Knox County Schools Transportation Department so that it may be repaired in a timely manner. Contractors will be responsible for the replacement cost of any lost or maliciously damaged GPS equipment. Although this equipment will be installed on the Contractor's vehicle, it will remain the property of Knox County Schools. Before a vehicle is removed from service by the Contractor, KCSTD must be notified and provided a reasonable time frame to uninstall the equipment or to have it uninstalled.

4.17 **NON-STUDENT PASSENGERS:** The Contractor(s) agrees to limit non-student passengers while performing under this Contract as required in Knox County Schools Board of Education Policy and the Knox County Schools Transportation Department Handbook.

4.18 **RADIO COMMUNICATIONS:** The Knox County Schools Transportation Department may, at its discretion, install or have installed on each vehicle operated under this agreement a radio compatible with the radio system utilized by the KCSTD. The Contractor shall ensure this equipment is functional and properly maintained and that the Contractor's employees are trained in the proper use of this equipment. Any malfunction or degradation of the equipment shall be immediately reported to the Knox County Schools Transportation Department so that it may

be repaired in a timely manner. Contractors will be responsible for the replacement cost of any lost or maliciously damaged radio equipment. Although this equipment will be installed on the Contractor's vehicle, it will remain the property of Knox County Schools. Before a vehicle is removed from service by the Contractor, KCSTD must be notified and provided a reasonable time frame to uninstall the equipment or to have it uninstalled.

4.19 **RANDOM DRUG AND ALCOHOL TESTING:** All persons driving under this Contract and all persons performing Safety-Sensitive Functions (see Section 4.23) in relation to this Contract shall be included in a random drug and alcohol testing pool managed by the KCSTD. Although those persons are not employees of Knox County Schools, all testing shall be conducted in accordance with Knox County Board of Education Policy G-210. All persons providing services under this Contract are required to comply with the stipulations of that policy.

4.20 **REPORTING OF SERVICES:** The Contractor(s) shall submit a daily summary of provided services to the KCSTD through email. The summary shall be submitted on a Microsoft Excel formatted template provided by the KCSTD. A monthly invoice shall be submitted for services rendered in a format determined by the KCSTD.

4.21 **REQUIRED REPORTING:** The Contractor(s) shall inform the KCSTD of any and all civil or criminal violations or charges; accusations of sexual harassment, sexual assault, child abuse, or child endangerment; and traffic citations or moving violations for all drivers on the eligibility roster within 24 hours of their occurrence.

4.22 **ROUTING AND SCHEDULING:** KCSTD will determine the method and manner of the transportation services delivered under this Contract. This includes all routing determinations, locations at which students are served, the time at which students are picked up and dropped off, the order in which students are picked up and dropped off, the path traveled between pick up points, the configuration of the vehicle (consistent with the specifications laid out in this Contract), or any other parameters KCSTD deems necessary to the successful transport of students. At KCSTD's discretion, it may provide routes for the Contractor to run, work with the Contractor to establish routes, delegate to the Contractor the construction of routes, or any combination thereof.

4.23 **SAFETY-SENSITIVE FUNCTION:** Safety-sensitive functions include, but are not limited to:

- All time at a Contractor's terminal, facility, garage, parking location, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- All time inspecting equipment as required by all applicable Laws, Rules, and Regulations, requirements include herein this Contract, inspecting, servicing, or conditioning any motor vehicle at any time;
- All time spent at the driving controls of a motor vehicle in operation;
- All time spent providing services and performing pursuant to this Contract;
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

The Contractor(s) and all of their employees or subcontractors performing safety-sensitive functions shall be included on the Driver Eligibility Roster. All individuals meeting criteria as a participant in a safety-sensitive function shall be included and participate in the alcohol and substance abuse program (see Section 4.19).

4.24 **STUDENT INTERACTION:** The vendor(s) must have effective policies in place regarding appropriate interaction between Contractor's employees and students and to train all employees regarding appropriate interaction with students. Contractor further agrees to provide to the Knox County Board of Education with copies of policies developed and documentation that these policies have been communicated to all employees upon request.

4.25 **STUDENT-ON-STUDENT HARASSMENT OR DISCRIMINATION:** Contractor agrees to inform the administration of the school(s) served and the KCSTD of any instances of student-on-student harassment or discrimination that occurs on the vehicle. If Contractor(s) fails to inform the administration of the school(s) served and the transportation office of any instances of student-on-student harassment or discrimination the vendor knew about, or should have known about, Contractor agrees to indemnify and defend the board and its agents and employees from any costs, losses, damages or judgments rendered against the board for such student-on-student harassment or discrimination. The Contractor(s) will be deemed to have known about student-on-student discrimination or harassment if vendor or vendor's employee observed such student-on-student discrimination or harassment.

4.26 **VIDEO CAMERA SYSTEMS:** The Knox County Schools Transportation Department may, at its discretion, install or have installed on each vehicle operated under this agreement a video camera system compatible with the camera system utilized by the KCSTD. Knox County Schools will have sole access to this system and any and all video captured by it by will be the property of Knox County Schools. Neither the Contractor nor their drivers shall at any time attempt to access this camera system or the video it captures. The Contractor shall ensure this equipment is functional and properly maintained.

Any damage to or degradation of the equipment shall be immediately reported to the Knox County Schools Transportation Department so that it may be repaired in a timely manner. Contractors will be responsible for the replacement cost of any lost or maliciously damaged camera equipment. Although this equipment will be installed on the Contractor's vehicle, it will remain the property of Knox County Schools. Before a vehicle is removed from service by the Contractor, KCSTD must be notified and provided a reasonable time frame to uninstall the equipment or to have it uninstalled.

SECTION V PROPOSAL FORMAT

The following guidelines should be followed when responding to the Request for Proposal. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposals. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. The County reserves the right to amend the Request for Proposal by addendum prior to the final date of proposal submission. **PROPOSERS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.**

- Knox County requests proposals be in sufficient detail to address all requirements.
- The County requests responses be submitted in a three-ring binder containing sections separated by tabs. **Do not submit spiral bound or glued responses.**
- Please submit one (1) marked original and one (1) exact copy.
- Proposers shall also submit an exact copy of the original proposal on a Flash drive. **This shall be in one (1) complete pdf file. Do not include multiple folders on the Flash drive.**
- Page numbers should be placed on bottom center of pages.

TAB I **COVER LETTER**

Include cover letter authorizing the submission of the proposal signed by the principal of the company.

TAB II **COMPANY PROFILE**

Company Name, Address, Telephone Numbers and Email Addresses
Contact name(s) and information
Proposer's Vendor Number as assigned by Knox County
Knox County Business License (if applicable)
Employer Identification Number (EIN)
Brief History of Organization
Will you accept E-commerce for payment? Will you allow Cooperative Procurement?
Acknowledgement of the receipt of any Addendum issued

TAB III **AVAILABLE RESOURCES (35 POINTS)**

Proposers are to state the number of vehicles available for this service. Include a complete description of each of the vehicles associated with the delivery of services. Describe the Cellular Communications capabilities of each vehicle.

Proposers are to state the number of eligible drivers and submit a personnel roster and resumes of all key personnel who will be involved in the delivery of services under this Contract. Contractor must list each individual's full name, address and driver's license number. If awarded a contract, Contractor may be required to submit each individual's Social Security Number (SSN) to be used for background checks.

Describe how the organization handles staff absenteeism. Describe the organization's dress code policy.

TAB IV **QUALIFICATIONS & EXPERIENCE (25 POINTS)**

In narrative form, describe your organization's qualifications and experience in a manner that effectively demonstrates comprehensive understanding and willingness to comply with all of the requirements detailed in Section IV (Scope of Work) of this RFP. At a minimum, include:

- The number of years that your organization has been in business
- A description of your organization's post-accident testing procedures
- An overview of how your organization collects and maintains information for Driver Files
- A sample daily summary report
- A description of your organization's Student Interaction policies
- A description of your organization's Student-On-Student Harassment or Discrimination reporting procedure

TAB V **PROPOSED COSTS (40 POINTS)**

Contractor is to provide a pricing schematic based on a flat rate per travelled mile for distance between origination location and destination. Contractor must clearly state any charges for additional passengers. Contractor must clearly state any applicable minimum charges or any other charges for their proposed service. Use the template provided as Attachment A (Pricing).

Contractors may submit additional information detailing any alternative pricing schematics that may be utilized by Knox County Schools, but at a minimum, Contractors must submit pricing as requested per Attachment A.

NOTE: This tab will be reviewed after the other sections of the vendor's proposal have been reviewed and scored. Failure to submit pricing as requested per Attachment A may result in a vendor being deemed non-responsive.

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 Proposal. 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 B)
- Insurance Checklist (Attachment C)
- Criminal History Check Affidavit (Attachment D)
- Iran Divestment Act/ No Boycott of Israel (Attachment E)

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
PRICING
REQUEST FOR PROPOSAL NUMBER 3655

Regularly Scheduled Flat Rate per Mile (Non-Call-In Service)	$_____ per mile
Flat Rate per Mile (Call-In Service Monday thru Friday 6AM-6PM)	$_____ per mile
Flat Rate per Mile (Call-In Service Monday thru Friday 6PM-10PM and Saturday 6AM-10PM)	$_____ per mile
Charges for Additional Passengers	$_____ per passenger
Minimum Charge (if applicable)	$_____ per trip
Additionally, Contractors are asked to provide prices for the sample trips outlined below, inclusive of any applicable additional passenger charges, minimum charges, and/or other charges. Please provide a breakdown of cost by each route as well as a total cost per scenario.	
<u>Scenario 1:</u> Route A: 3528 Laurel View Rd. to Whittle Springs Middle School (1 student) Route B: 1219 Pilleaux Dr. to Powell Elementary School (1 student) 1219 Pilleaux Dr. to Powell Middle School (1 student) (Note: 2 students total) Route C: 2544 Byington Solway Rd. to West High School (2 students)	Route A: $_____ per trip Route B: $_____ per trip Route C: $_____ per trip Total Cost for Scenario 1: $ _____
<u>Scenario 2:</u> Route A: Pickup 1: 9314 Smoky Row Rd. (1 student) Pickup 2: 1119 Andrew Johnson Highway (1 student) Pickup 3: 3308 Mine Rd. (1 student) Pickup 4: 6210 Cardwell Rd. (1 student) Drop-Off: Gibbs Middle School (4 students)	Total Cost for Scenario 2: $ _____
<u>Scenario 3 (11:30 AM):</u> Route A: Farragut High School to Goodwill Industries, 5412 Pleasant Ridge Rd. (2 students)	Total Cost for Scenario 3: $ _____
<u>Scenario 4:</u> Route B: 103 Ithaca Ln., Oak Ridge, TN 37830 to Cedar Bluff Elementary School (1 student)	Total Cost for Scenario 4: $ _____

Note: Contractors may submit additional information detailing any alternative pricing schematics that may be utilized by Knox County Schools, but at a minimum, <u>Contractors must submit pricing as requested per Attachment A</u>. Please attach additional pages if necessary. Failure to submit pricing as requested per Attachment A may result in a vendor being deemed non-responsive.

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3655

Vendor Name: _____

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. 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 list Knox County Government or Knox County Schools as a reference.

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

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: _____ Fax Number: _____

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: _____ Fax Number: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 3655

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	$ 1,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 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	$2,000,000	
NO		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-VII or better or its equivalent.

21. *Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.*

22. 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.

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

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 D
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3655

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: _____

ATTACHMENT E
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSALS NUMBER 3655

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: _____

EXHIBIT A
Sample Contract
Knox County Government
and
(Contractor Name)

This Contract, made and entered into by and between the Knox County Government, hereinafter referred to as the "County" and (Contractor Name) hereinafter referred to as "Contractor".

Whereas, the County requested proposals for School Transportation Services for Knox County Government and Knox County Schools (Request for Proposals #3655) and;

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

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposal, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposal specifications and the Contractor's proposal and 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;
Arises

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of July 2025 and ends upon the 30th day of June 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a two-year (2) award. Upon the mutual agreement of the vendor and the County, the award may be extended for three (3) 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 with the vendor.

2. Payment. Contractor warrants that the pricing shall remain firm for the initial two (2) year period. At the end of the first two (2) year period, and pursuant to the renewal terms in Paragraph 1, the Contractor may request price increases for each subsequent renewal. Price increases will only be given at the renewal time and must remain in effect for the next one (1) year term. No price increases will be given during the term of a Contract. The County shall pay Contractor the amount as agreed upon in the County's Request for Proposal for School Transportation Services per the Contractor's response to Request for Proposal #3655 and negotiations; 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. Invoicing and reporting requirements. Contractor shall invoice the County for School Transportation Services pursuant to Request for Proposal #3655.

TBA

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

Should the Contractor fail to provide School Transportation 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 thirty (30) business days of notification of the problem. 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 one hundred twenty (120) days' 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.

SAMPLE

5. Appropriations. In the event no funds are appropriated by the County for the School Transportation 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.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that the 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 School Transportation Services, 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 the County.

10. 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 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 form.

11. Right to inspect. The 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 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.

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 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.

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, agents, or employees.

15. Delivery. Contractor shall render the School Transportation Services for the County in accordance with Request for Proposal #3655.

16. 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.

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

SAMPLE

18. 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 #3655
B. Contractor's Response to Request for Proposal #3655

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 copy on the day and year last 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**

Date:_____

KNOX COUNTY GOVERNMENT

_____ **GLENN JACOBS**
MAYOR – Signature **MAYOR**

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE
CONTRACT NO._____ **KNOX COUNTY, TENNESSEE**
APPROVED AS TO LEGAL FORM

_____ _____
LAW DIRECTOR – Signature **LAW DIRECTOR – Printed Name**

Date:_____

VENDOR

_____ _____
AUTHORIZED SIGNATURE **VENDOR – Printed Name**

CONTRACTOR
COMPANY NAME

Date:_____

SAMPLE

Knox County Procurement Division
Addendum I to RFP No. 3655
School Transportation Services

Addendum Date: **April 30, 2025**

Buyer: **Rachel Cabrera**

Closing Date: **May 8, 2025**

Pages: **Twenty-Two (22)**

The following is for clarification:

Question 1: Are the services requested primarily on an “on call” basis?

Answer 1: The bulk of services will be scheduled but call-in services will make up a significant minority of the total.

Question 2: Is this service for regular home to school fixed routes?

Answer 2: Yes.

Question 3: If fixed route service, please provide copies of current routes.

Answer 3: Routes will change between now and the initiation of service, the examples in the RFP give an idea of the types of service we’re looking for.

Question 4: Does the District prefer vehicles that are FMVSS compliant for home to school transportation services?

Answer 4: Yes.

Question 5: Please provide a copy of the Transportation Handbook referenced in 4.14

Answer 5: School Bus Handbook (The School Bus Handbook can be found on the left side of the Knox County Schools Transportation Department Page https://www.knoxschools.org/Page/17300.)

Question 6: Can the District provide a copy of the current fleet listing including year, make, model, seating capacity/configuration and number of lift required vehicles being used for this service?

Answer 6: No lift vehicles are currently being used for this service, but the district is interested in exploring that possibility. All vehicles must meet Knox County Schools Shuttle Specifications.

Question 7: Is there a minimum/maximum age criteria for vehicles?

Answer 7: No.

Question 8: Are current vehicles equipped with GPS by the District?

Answer 8: Yes.

Question 9: Are current vehicles equipped with radios by District?

Answer 9: Yes.

Question 10: Are current vehicles equipped with cameras by District?

Answer 10: Yes.

Question 11: Would the District prefer proposals to include GPS, radios and cameras?

Answer 11: No, all vehicles will be required to use district provided GPS, radios, and cameras.

Question 12: Please provide school bell times.

Answer 12: Elementary and some specialty programs: 7:45-2:45, Middle and High Schools and other special programs: 8:30-3:30, Specialty High Schools: 9:30-4:30

Question 13: Will the District accept proposals based on hours per day, and guaranteed number of days and vehicles?

Answer 13: The district is only interested in proposals utilizing a per mile cost.

Question 14: Please provide any wage/benefit information the district may have for current drivers.

Answer 14: All drivers are employees of private contractors; the district has no information about their wage and/or benefit packages.

Question 15: Do current contractors utilize a central facility for dispatch, vehicle parking and maintenance?

Answer 15: All those functions are contractor-specific and not governed or facilitated by the district.

Question 16: How many of the on-demand call-in trips has the district seen on average per month over the past year?

Answer 16: Approximately 20-30 per month, with more clustered at the start of the school year.

Question 17: What is the average mileage per trip?

Answer 17: It varies enough that an average per trip is not a descriptive number. Some trips are 3 miles long, others are 50 miles, depending on the needs of the district.

Question 18: Are we permitted to submit our standard driver qualifications along with a sample list of local drivers, with the understanding that the final list may be subject to change based on district demand?

Answer 18: Yes, but all drivers will be required to meet the requirements of the Knox County Schools Eligibility Roster. It is conceivable that drivers who meet your standard driver qualifications will also meet many of those necessary to be included on the Eligibility Roster, but the district will evaluate that on a case-by-case, driver-by-driver basis.

Question 19: What is the current per-mile rate being offered?

Answer 19: $2.15 per mile, $2.25 per mile, $2.50 per mile

Question 20: Which transportation provider(s) are they currently utilizing?

Answer 20: City Shuttle, RPM Transit, Inc., McConkey Transportation Inc.

Question 21: Do the current vendors have any type of minimum cost or initial cost associated with the rides or do they only charge the mileage rate per ride?

Answer 21: Each vendor has a minimum cost per rider, and RPM Transit charges an initial cost upon beginning a route.

Question 22: Would the District be open to considering bids from supplemental transportation solutions utilizing sedans and SUVs?

Answer 22: Yes.

Question 23: Can the District please allow for digital submission (e.g. by email or portal upload, or similar)?

Answer 23: No

Question 24: Can the District please allow the use of verified e-signatures for this submission?

Answer 24: Yes

Question 25: Can the district please confirm if this solicitation is open to small vehicle alternative transportation providers that utilize Sedans, SUVs and minivans to transport students?

Answer 25: Please see answer 22.

Question 26: Can the district please confirm how often the call-in services mentioned on p.11 have been utilized throughout the current school year?

Answer 26: Please see answer 16.

Question 27: Can the district please confirm what type of vehicles are currently being utilized to provide this type of transportation?

Answer 27: Primarily SUV's and minivans.

Question 28: Can the district please confirm their current provider and rates?

Answer 28: See Answer 19 and Answer 20.

Question 29: Can the district please provide their current vendor's cancellation fee and policy?

Answer 29: Our current vendors do not have cancellation fees or policies.

Question 30: Will the district allow for contract negotiations post RFP?

Answer 30: There are some provisions that are nonnegotiable. See Section 3.14 and 3.22.

Question 31: Can the district please clarify if they intend to award one or multiple providers as part of this RFP?

Answer 31: See Section 1.5.

Question 32: Is this RFP intended to supplement or replace existing contracts with current vendors?

Answer 32: This RFP is to replace existing contracts.

Question 33: Can the district please confirm if they intend 1 or multiple vendors? If multiple, can you please confirm how many?

Answer 33: See Section 1.5.

Question 34: Could the district share the historical Liquidated Damages that they've assessed to their current provider(s)?

Answer 34: It has not been necessary to assess Liquidated Damages during our current contract.

Question 35: Can the district please confirm if vendors are required to supply safety equipment such as vests or harnesses? If yes, how many students currently require this type of equipment?

Answer 35: The district will supply all necessary specialized student transportation equipment.

Question 36: Can the district please confirm what software they are using to manage their bus routing?

Answer 36: Edulog.

Question 37: Can the district please clarify if the intent of 4.16 Global Positioning System (p.12) is to integrate the awarded vendor's software and GPS system with their current GPS system for yellow buses? If awarded, we would provide the district with our tracking and scheduling software that includes GPS and allows district staff and caregivers/parents to track rides in real time.

Answer 37: Use of district-provided GPS, camera, and radio systems will be a requirement for working for the district. Any vendor unwilling to do so will be deemed non-responsive to the RFP.

Question 38: Would the district be open to a complete list of the drivers and vehicles following award and prior to start of service at a mutually agreed upon time?

Answer 38: The district is open to any drivers that meet the qualifications and stipulations for inclusion on the Knox County Schools Eligibility Roster and any vehicles that meet the Knox County Schools Shuttle Specifications.

Question 39: Currently, there is only 1 class per month AND a minimum of 3 people required before a class can be scheduled for potential new drivers. Is there a different process that has been developed that we can expect for the new contract period that will produce a more manageable timeline to help us provide service for the high demand and fluctuation of this contract?

Answer 39: The district will work with vendors to the greatest extent possible to expedite onboarding of new drivers.

Question 40: RFP states that all safety employees are to be listed on our roster for random drug screenings. What would the process be from your perspective if a mechanic or tech failed? Is there a moratorium on their return and what has to be completed for that person to return to service?

Answer 40: Violations of drug and alcohol testing policy will be handled on a case-by-case basis.

Question 41: Can you tell us for sure that the Board is requiring the 2mil umbrella going forward (or more) so we know how to adjust our pricing?

Answer 41: The district does not anticipate the insurance requirements changing but cannot categorically or unilaterally guarantee that for the life of the contract. The pricing should reflect the insurance requirements. If amendments to a contract are desired, both parties would need to agree to those amendments.

Question 42: Please clarify if you would like 1 original printed proposal, 1 exact printed copy of the proposal, and 1 exact copy on USB, or is 1 original print and 1 exact copy via USB sufficient?

Answer 42: Please submit one (1) original hard copy, one (1) exact copy and a USB with one PDF file on the proposal.

Question 43: Per Pg. 10, section 4.1 regarding daily vehicle mileage between 50-150 miles per vehicle, can the district please provide the average mileage per one way route?

Answer 43: See answer 17.

Question 44: Who is the current Vendor(s)?

Answer 44: See answer 20.

Question 45: What is the current vendor(s) rates?

Answer 45: See answer 19.

Question 46: Are there any service-related items that the district is trying to address/improve with this RFP?

Answer 46: Not specifically, no.

Question 47: Is it required for bidders to provide call-in service?

Answer 47: Any vendor unwilling to provide call-in service should specify that in their response in Section V behind Tab VII.

Question 48: How will participation in the call-in service be valued/weighted in regard to proposal evaluations?

Answer 48: The district is interested in working with vendors who can offer unexpected or emergency service with little notice. While not offering this type of service is not disqualifying, it will be a part of a vendor's evaluation.

Question 49: Section 4.19 - Random Drug and Alcohol Testing- Who is responsible for the costs associated with enrollment in the testing program managed by the KCSTD?

Answer 49: There is no cost for enrollment into the KCSTD testing program, it is a requirement for working with the district.

Question 50: Section 4.19 - Random Drug and Alcohol Testing- Who is responsible for the costs associated with the tests performed by the testing program managed by the KCSTD?

Answer 50: Vendors are responsible for pre-employment testing, KCSTD will pay for random and post-accident testing.

Question 51: What's the minimum number of routes you will award? Will it be 40 routes to one vendor?

Answer 51: See Section 3.33.

Question 52: Does the district provide a facility?

Answer 52: No.

Question 53: Who performs routing duties currently?

Answer 53: KCSTD.

Question 54: What software is used for routing?

Answer 54: Edulog.

Question 55: Will you use your GPS or the vendors? If it's the district uses their GPS, what system do you use?

Answer 55: District GPS units will be used, made by Zonar.

Question 56: Will the district use its cameras or the vendors? If the district uses theirs, what camera system do you use?

Answer 56: District cameras will be used, made by REI.

Question 57: Will the district use its radios or the vendors?

Answer 57: District radios will be used, made by Motorola.

Question 58: If the district provides the three options above, will you let us propose our technology?

Answer 58: No.

Question 59: What is the estimated volume of extracurricular trips (Athletic and Field trips) for the school year? Include: number of trips, hours and miles billed, total cost for the year

Answer 59: Extracurricular trips are booked directly with schools/groups and not through KCSTD – those trips are not a part of this RFP.

Question 60: What are the estimated summer School transportation needs? Include: number of routes and number of days operated

Answer 60: This solicitation will not go into effect until summer programming for 2025 will already have ended. Summer programming for 2026 is yet to be determined.

Question 61: Are you currently experiencing a driver shortage?

Answer 61: Yes.

Question 62: How many monitors are required?

Answer 62: Monitors are district-provided and the number fluctuates.

Question 63: Will you provide the starting rate and wage range, and salary range for drivers, monitors, and mechanics?

Answer 63: All transportation provided to Knox County Schools is contracted. Wages and salaries vary by contractor and are not the purview of the district.

Question 64: Please provide a complete list of all routes with start and end times and/or driver hours for the day and mileage. The list should include: Route type (Regular or Special Needs), Midday Shuttles (how many and times), vehicle size, aide or monitor required, special equipment needed (Wheelchair lift, Air Conditioning, Star-Seat)

Answer 64: Routes have not yet been determined for the coming year.

Question 65: How many school days?

Answer 65: 177

Question 66: Can we propose a daily route cost instead of a per-mile cost?

Answer 66: See answer 13.

Question 67: When will you award?

Answer 67: As expeditiously as possible.

Question 68: When will the contract start?

Answer 68: The County cannot guarantee an exact start date.

Question 69: Page 23, Contract, No. 1 states that the initial term will be from July 1, 2025 to June 30, 2026. However, that same provision states that County intends to issue a 2-year contract and Page 6, Section 3.5 also states the contract will be for two years. Can the district please clarify?

Answer 69: Page 23 is a Sample Contract. Per Section 3.5 the Contract will be two (2) years with the option to renew upon mutual consent of both parties for three (3) additional one (1) year options. The Contract could be extended for a possible total of five (5) years.

The following questions were answered using the additional information attached:

Question 70: Can the district please provide historical and/or estimated information on the following:

- Average number of riders per vehicle per one-way trip
- Number of one-way trips per month
- Average mileage per one-way trip
- Total trip mileage per month

Answer 70: Please see Additional Information-Attachment A Sample Invoice and Attachment B Previous Invoices.

Question 71: Per Pg. 13, section 4.20, please elaborate and provide an example of what a daily summary of provided services report would entail.

Answer 71: Please see Additional Information- Attachment A Sample Invoice.

Question 72: Please provide a 3-month of actual billing invoices demonstrating how the contract rates are applied.

Answer 72: Please see Additional Information- Attachment B Previous Invoices.
End of Addendum I

Note: Addendum must be acknowledged in Section V Tab II of the proposal.

Rachel Cabrera
Senior Buyer, Knox County Procurement

Attachment A

Sample Invoice(This is an example of an invoice submitted from one vendor based on the operation of one vehicle for three days.)

Date	Student	Address	School	AM Miles	PM Miles	Total Miles per Day	Per $2.50	Fuel Index	Index x Mileage	* Daily Total	RY/ Ridgedale Alt	Totals	Wkly Totals
3/3/2025			Dogwood Elem	5.9	6.3	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Dogwood Elem	6	6	12	$ 30.00	$ -	$ -	$ 30.00			
			Dogwood Elem	8	8.1	16.1	$ 40.25	$ -	$ -	$ 40.25			
			Dogwood Elem	12.2	0	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Richard Yoakley	0	11.5	11.5	$ 28.75	$ -	$ -	$ 28.75	$ 15.00		
			Richard Yoakley	6.3	0	6.3	$ 15.75	$ -	$ -	$ 15.75			
			Richard Yoakley	0	0	0	$ -	$ -	$ -	$ -			
			Richard Yoakley	2.9	0	2.9	$ 7.25	$ -	$ -	$ 7.25			
			Richard Yoakley	0	2.6	2.6	$ 6.50	$ -	$ -	$ 6.50			
			Richard Yoakley	1	1	2	$ 5.00	$ -	$ -	$ 5.00			
			Richard Yoakley	7.2	8.7	15.9	$ 39.75	$ -	$ -	$ 39.75			
				49.5	44.2	93.7	$ 234.25	0	0	$ 234.25	$ 15.00	$ 249.25	
3/4/2025			Dogwood Elem	5.9	6.3	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Dogwood Elem	6	6	12	$ 30.00	$ -	$ -	$ 30.00			
			Dogwood Elem	8	8.1	16.1	$ 40.25	$ -	$ -	$ 40.25			
			Dogwood Elem	12.2	0	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Richard Yoakley	0	11.5	11.5	$ 28.75	$ -	$ -	$ 28.75	$ 15.00		
			Richard Yoakley	6.3	8.3	14.6	$ 36.50	$ -	$ -	$ 36.50			
			Richard Yoakley	3	0	3	$ 7.50	$ -	$ -	$ 7.50			
			Richard Yoakley	2.6	0	2.6	$ 6.50	$ -	$ -	$ 6.50			
			Richard Yoakley	0	2.6	2.6	$ 6.50	$ -	$ -	$ 6.50			
			Richard Yoakley	1	1	2	$ 5.00	$ -	$ -	$ 5.00			
			Richard Yoakley	7.2	8.7	15.9	$ 39.75	$ -	$ -	$ 39.75			
				52.2	52.5	104.7	$ 261.75	0	0	$ 261.75	$ 15.00	$ 276.75	
3/5/2025			Dogwood Elem	5.9	6.3	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Dogwood Elem	6	6	12	$ 30.00	$ -	$ -	$ 30.00			
			Dogwood Elem	8	8.1	16.1	$ 40.25	$ -	$ -	$ 40.25			
			Dogwood Elem	12.2	0	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Richard Yoakley	0	11.5	11.5	$ 28.75	$ -	$ -	$ 28.75	$ 15.00		
			Richard Yoakley	6.3	0	6.3	$ 15.75	$ -	$ -	$ 15.75			
			Richard Yoakley	3	1.5	4.5	$ 11.25	$ -	$ -	$ 11.25			
			Richard Yoakley	2.6	0	2.6	$ 6.50	$ -	$ -	$ 6.50			
			Richard Yoakley	0	2.6	2.6	$ 6.50	$ -	$ -	$ 6.50			

Attachment B- Previous Invoices

RPM Transit, Inc.

INVOICE

RPM Transit, Inc.

Date: 1/5/2025
Customer ID: SPED Service

TO:
Knox County School Transportation Department
Attn: Ryan Dillingham
PO Box 2188
Knoxville, TN 37901
865-594-1550

JOB
SPED Shuttle Service for 2024-2025 Program

PAYMENT TERMS
Due on receipt

	Date	Shuttle #40	Shuttle #40B	Shuttle #41	Shuttle #42	Shuttle #202
Week 17	12/2/2025	$321.00	$230.00	$230.00	$269.75	$304.00
	12/3/2025	$321.00	$0.00	$230.00	$269.75	$321.50
	12/4/2025	$319.25	$230.00	$230.00	$269.75	$304.00
	12/5/2025	$319.25	$0.00	$230.00	$259.25	$321.50
	12/6/2025	$305.25	$0.00	$230.00	$250.50	$283.00
Week 18	12/9/2025	$302.25	$0.00	$230.00	$259.25	$316.75
	12/10/2025	$319.25	$0.00	$232.75	$259.25	$321.50
	12/11/2025	$319.25	$230.00	$232.75	$303.00	$321.50
	12/12/2025	$305.25	$0.00	$230.00	$299.50	$273.00
	12/13/2025	$319.25	$0.00	$232.75	$299.50	$322.50
Week 19	12/16/2025	$309.25	$0.00	$230.00	$299.25	$321.50
	12/17/2025	$319.25	$0.00	$230.00	$299.25	$321.50
	12/18/2025	$319.25	$0.00	$230.00	$299.25	$304.00
	12/19/2025	$311.25	$0.00	$230.00	$292.00	$264.50
	12/20/2025	$280.25	$0.00	$230.00	$245.00	$230.00
	Sub Total:	$4,690.25	$690.00	$3,458.25	$4,174.25	$4,530.75

Lonsdale Elementary	12/9/2025	$50.00
	12/10/2025	$50.00
	12/16/2025	$50.00
	12/17/2025	$50.00
	Subtotal	$200.00

TOTAL DUE: **$17,743 50**

Make all checks payable to RPM Transit, Inc.

RPM Transit, Inc.

INVOICE

RPM Transit, Inc.

Date: **2/5/2025**
Customer ID: **SPED Service**

TO:
Knox County School Transportation Department
Attn: Ryan Dillingham
PO Box 2188
Knoxville, TN 37901
865-594-1550

JOB
SPED Shuttle Service for 2024-2025 Program

PAYMENT TERMS
Due on receipt

	Date	Shuttle #40	Shuttle #41	Shuttle #42	Shuttle #202
Week 20	1/6/2025	$245.00	$230.00	$254.25	$230.00
	1/7/2025	$245.00	$230.00	$254.25	$230.00
	1/8/2025	$245.00	$230.00	$254.25	$230.00
	1/9/2025	$245.00	$230.00	$253.25	$230.00
	1/10/2025	**Snow Day**			
	1/13/2025	**Snow Day**			
Week 21	1/14/2025	$272.75	$230.00	$265.00	$230.00
	1/15/2025	$284.50	$230.00	$265.00	$230.00
	1/16/2025	$283.50	$230.00	$265.00	$230.00
	1/17/2025	$283.50	$230.00	$298.00	$230.00
	1/20/2025	**MLK Day**			
Week 22	1/21/2025	$276.00	$230.00	$298.75	$230.00
	1/22/2025	$276.00	$230.00	$292.50	$230.00
	1/23/2025	$277.00	$230.00	$298.00	$230.00
	1/24/2025	$275.50	$230.00	$298.00	$230.00
Week 23	1/27/2025	$282.50	$230.00	$305.25	$230.00
	1/28/2025	$283.50	$230.00	$265.75	$230.00
	1/29/2025	$282.50	$230.00	$267.25	$230.00
	1/30/2025	$282.50	$230.00	$273.75	$230.00
	1/31/2025	$282.50	$230.00	$273.75	$230.00
	Sub Total:	$4,622.25	$3,910.00	$4,682.00	$3,910.00

Lonsdale Elementary	1/6/2025	$50.00
	1/7/2025	$50.00
	1/14/2025	$50.00
	1/21/2025	$50.00
	1/27/2025	$50.00
	1/28/2025	$50.00
	Subtotal	$300.00

TOTAL DUE: **$17,424 2 5**

Make all checks payable to RPM Transit, Inc.

RPM Transit, Inc.

INVOICE

RPM Transit, Inc.

Date: 3/3/2025
Customer ID: SPED Service

TO:
Knox County School Transportation
Department Attn: Ryan Dillingham
PO Box 2188
Knoxville, TN 37901
865-594-1550

JOB
SPED Shuttle Service for 2024-2025 Program

PAYMENT TERMS
Due on receipt

	Date	Shuttle #40	Shuttle #41	Shuttle #42	Shuttle #202
Week 24	2/3/2025	$283.41	$230.65	$306.25	$250.09
	2/4/2025	$283.41	$230.65	$298.97	$230.64
	2/5/2025	$283.41	$230.65	$300.98	$230.62
	2/6/2025	$284.41	$230.65	$306.25	$230.31
	2/7/2025	$275.63	$230.65	$301.23	$230.62
Week 25	2/10/2025	Sick Days			
	2/11/2025				
	2/12/2025	$274.37	$230.65	$346.41	$342.96
	2/13/2025	$275.63	$230.65	$346.41	$342.96
	2/14/2025	$275.63	$230.65	$346.41	$277.95
Week 26	2/17/2025	Student Holiday			
	2/18/2025	$263.58	$230.65	$346.41	$253.10
	2/19/2025	Snow Days			
	2/20/2025				
	2/21/2025	$245.18	$230.65	$316.54	$261.38
Week 27	2/24/2025	$263.58	$230.65	$316.54	$261.63
	2/25/2025	$263.58	$230.65	$305.50	$275.44
	2/26/2025	$264.59	$230.65	$311.77	$261.38
	2/27/2025	$263.58	$230.65	$311.77	$264.14
	2/28/2025	$274.37	$230.65	$308.26	$261.38
	Sub Total:	$4,074.36	$3,459.75	$4,769.70	$3,974.60
Lonsdale Elementary	2/24/2025			$50.00	
	2/25/2025			$50.00	
	Subtotal			$100.00	

TOTAL DUE:	$16,378.41

Make all checks payable to RPM Transit, Inc.

McConkey Transportation

Invoice DECINV24
Date: January 24, 2025
Invoice #: DECINV24
Customer ID: knoxschools

To: Ryan Dillingham
KCS Transportation
P.O. Box 2188
Knoxville, TN. 37901
865-594-1550

Date	Description	Daily Total	Weekly Total
SPECIAL	VISION	$ 1,600.00	$ 1,600.00
12-16-24		$ 160.70	$ 160.70
12-2-24		$ 4,947.77	
12-3-24		$ 5,075.78	
12-4-24		$ 5,041.31	
12-5-24		$ 5,114.50	
12-6-24		$ 5,114.50	$ 25,293.85
12-9-24		$ 5,083.90	
12-10-24		$ 5,081.37	
12-11-24		$ 5,081.37	
12-12-24		$ 5,029.86	
12-13-24		$ 5,039.86	$ 25,316.34
12-16-24		$ 5,057.20	
12-17-24		$ 5,057.20	
12-18-24		$ 5,057.20	
12-19-24		$ 5,057.20	
12-20-24		$ 5,057.20	$ 25,285.98
12-19-24	Driver Training- Cathy Collins	$ 108.00	
12-19-25	Driver Training - Sandra Foster Anderson	$ 108.00	
			$ 77,656.86
		Total Due	**$ 77,872.86**

Make all checks payable to: McConkey Transportation

Thank you for your business!

McConkey Transportation

Invoice: JANINV25
Date: February 28, 2025
Invoice #: JANINV25
Customer ID: knoxschools

To: Ryan Dillingham
KCS Transportation
P.O. Box 2188
Knoxville, TN. 37901
865-594-1550

Date	Description	Daily Total	Weekly Total
CLASS	CLASS	$ 648.00	$ 648.00
SPECIAL	VISION	$ 2,400.00	$ 2,400.00
1-6-25		$ 5,671.98	
1-7-25		$ 5,671.98	
1-8-25		$ 5,583.75	
1-9-25		$ 5,798.46	$ 22,726.15
1-14-25		$ 5,985.12	
1-15-25		$ 5,944.62	
1-16-25		$ 5,944.62	
1-17-25		$ 6,474.00	$ 24,348.34
1-21-25		$ 6,037.74	
1-22-25		$ 6,023.20	
1-23-25		$ 6,187.02	
1-24-25		$ 6,215.07	$ 24,463.03
1-27-25		$ 6,624.09	
1-28-25		$ 6,594.00	
1-29-25		$ 6,624.09	
1-30-25		$ 6,821.97	
1-31-25		$ 6,740.37	$ 33,404.52
		$ 107,990.04	$ 107,990.04
		Total Due	**$ 107,990.04**

Make all checks payable to: McConkey Transportation

Thank you for your business!

McConkey Transportation

Invoice FEBINV25
Date: April 9, 2025
Invoice #: FEBINV25
Customer ID: knoxschools

To: Ryan Dillingham
KCS Transportation
P.O. Box 2188
Knoxville, TN. 37901
865-594-1550

Date	Description	Daily Total	Weekly Total
SPECIAL	VISION	$2,100.00	$2,100.00
2-3-25		$6,952.75	
2-4-25		$6,952.75	
2-5-25		$6,952.75	
2-6-25		$6,827.07	$27,685.32
2-7-25		$6,573.64	
2-12-25		$6,565.40	
2-13-25		$6,579.82	
2-14-25		$6,579.82	$26,298.68
2-18-25		$6,528.31	
2-19-25		$6,555.10	
2-20-25		$6,506.15	
2-21-25		$6,506.15	$26,095.71
2-24-25		$6,506.15	
2-25-25		$6,506.15	
2-26-25		$6,506.15	
2-27-25		$6,506.15	
2-28-25		$6,506.15	$32,530.75
		$114,710.46	$114,710.46
		Total Due	**$114,710.46**
12-Feb	Trans U Mini	**Melody Reynolds**	**$108.00**
12-Feb	Trans U Mini	**Jochlyn Clabo**	**$108.00**
		Invoice Total	**$114,926.46**

Make all checks payable to: McConkey Transportation

Thank you for your business!

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

SPED INVOICE		
DATE OF SERVICE		AMOUNT
2-Dec		$ 775.00
3-Dec		$ 740.53
4-Dec		$ 720.53
5-Dec		$ 683.20
6-Dec		$ 748.33
9-Dec		$ 652.03
10-Dec		$ 757.34
11-Dec		$ 664.59
12-Dec		$ 740.90
13-Dec		$ 768.98
16-Dec		$ 760.43
17-Dec		$ 775.22
18-Dec		$ 653.89
19-Dec		$ 686.32
20-Dec		$ 404.34
Total		$ 10,531.63

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

NON SPED INVOICE

DATE OF SERVICE		AMOUNT
2-Dec		$ 2,285.03
3-Dec		$ 2,467.37
4-Dec		$ 2,447.64
5-Dec		$ 2,394.03
6-Dec		$ 2,455.43
9-Dec		$ 2,529.75
10-Dec		$ 2,445.30
11-Dec		$ 2,471.56
12-Dec		$ 2,133.91
13-Dec		$ 2,486.43
16-Dec		$ 2,179.92
17-Dec		$ 2,335.77
18-Dec		$ 2,277.40
19-Dec		$ 2,374.46
20-Dec		$ 1,322.95
Total		$ 34,606.95

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

NON SPED INVOICE

DATE OF SERVICE		AMOUNT
6-Jan		$ 2,270.30
7-Jan		$ 2,082.85
8-Jan		$ 2,193.78
9-Jan		$ 2,069.04
10-Jan	Closed due to weather	$ -
13-Jan	Closed due to weather	$ -
14-Jan		$ 2,076.84
15-Jan		$ 2,153.11
16-Jan		$ 2,076.01
17-Jan		$ 1,839.05
20-Jan	MLK day	$ -
21-Jan		$ 2,064.55
22-Jan		$ 1,719.06
23-Jan		$ 2,021.79
24-Jan		$ 2,132.08
27-Jan		$ 2,094.59
28-Jan		$ 2,206.08
29-Jan		$ 2,159.91
30-Jan		$ 2,156.34
31-Jan		$ 2,073.82
Training		$ 162.00
Total		$ 35,551.20

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

SPED INVOICE

DATE OF SERVICE		AMOUNT
6-Jan		$ 495.45
7-Jan		$ 718.76
8-Jan		$ 763.67
9-Jan		$ 732.21
10-Jan	Closed due to weather	$ -
13-Jan	Closed due to weather	$ -
14-Jan		$ 727.80
15-Jan		$ 733.11
16-Jan		$ 715.26
17-Jan		$ 757.45
20-Jan	MLK day	$ -
21-Jan		$ 603.70
22-Jan		$ 671.57
23-Jan		$ 747.37
24-Jan		$ 710.96
27-Jan		$ 782.05
28-Jan		$ 740.40
29-Jan		$ 574.78
30-Jan		$ 695.30
31-Jan		$ 715.08
Total		$ 11,884.92

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

SPED INVOICE		
DATE OF SERVICE		AMOUNT
3-Feb		$ 607.82
4-Feb		$ 742.43
5-Feb		$ 711.10
6-Feb		$ 667.45
7-Feb		$ 724.72
10-Feb		$ 324.97
11-Feb		$ 255.58
12-Feb		$ 722.17
13-Feb		$ 787.71
14-Feb		$ 677.86
18-Feb		$ 800.94
21-Feb		$ 373.36
24-Feb		$ 652.24
25-Feb		$ 697.87
26-Feb		$ 707.36
27-Feb		$ 714.41
28-Feb		$ 776.70
Total		$ 10,944.68

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

NON SPED INVOICE

DATE OF SERVICE		AMOUNT
3-Feb		$ 2,122.65
4-Feb		$ 1,897.62
5-Feb		$ 2,030.93
6-Feb		$ 2,077.44
7-Feb		$ 1,915.58
10-Feb	Closed due to sickness	$ -
11-Feb	Closed due to sickness	$ -
12-Feb		$ 2,112.53
13-Feb		$ 2,199.13
14-Feb		$ 2,271.90
18-Feb		$ 1,920.06
21-Feb		$ 2,174.99
24-Feb		$ 2,256.27
25-Feb		$ 2,303.03
26-Feb		$ 2,590.49
27-Feb		$ 2,422.60
28-Feb		$ 2,388.35
Training		$ 54.00
Total		$ 32,737.56



Collaborative Student Transportation

Proposal For School Transportation Services | Knox County Procurement Division

May 8, 2025

Prepared By:
Paul St. Martin | VP of Network Development

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Tab 1 | Cover Letter



Tab 1 | Cover Letter

To the community of Knox County,

We believe transportation has the power to change lives. Each time we connect schools to resources, drivers to routes, and students to their education, we create opportunities for stability. Transportation fuels the health of communities by getting people to places and resources they need to thrive. But it isn't always easy, and that's where we come in. We are here to create ***solutions and partnerships*** that make transportation easier and more attainable while removing key barriers in the process.

Collaborative Student Transportation (CST) is an organization dedicated to **Every Student, Every Partner, and Every Community.** Founded in 2018 in Minneapolis, Minnesota, CST set out with a mission to create stability for our nation's most vulnerable student populations. We support transportation departments across the United States by managing the extensive logistics needed to safely and effectively transport a district's special needs, highly mobile, and homeless student populations.

At CST, we are driven to break down barriers and connect resources every chance we get, because it's our responsibility to the students we serve, to the communities, schools, partners and livelihoods that depend on us and to the nation-wide need for education stability that transportation can provide.

Who we are:
We are transportation professionals, technologists and logistical experts with a heart for students. We work across time zones, cultures and languages. We understand the transportation difficulties schools face, and are here to facilitate connections to solve those problems and drive stability.

What we do:
We foster connections between schools and transportation vendors. We leverage our network and technology capabilities to provide cost-effective, safe and efficient transportation solutions for students across the nation.

How we do it:
We provide comprehensive transportation services that include daily routing & planning, customer service, safety & compliance, vendor management, and billing & reporting that allows schools to focus on other areas of responsibility of the department.

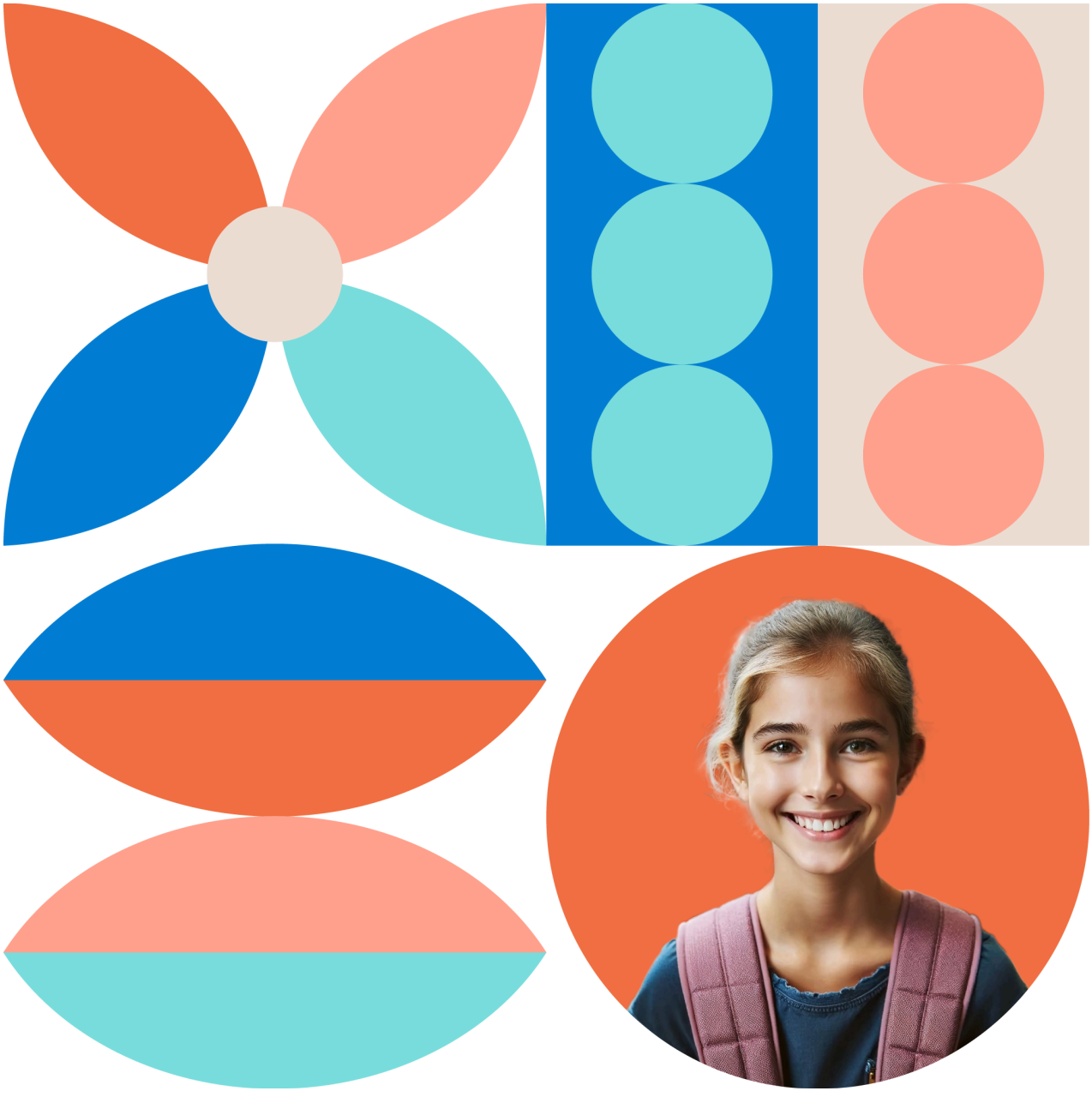
Sincerely,



Dr. Stephanie Burrage
Chief Executive Officer
Collaborative Student Transportation

Every Student. Every Partner. Every Community.

Tab 2 | Company Profile



Tab 2 | Company Profile

Full Legal Name
Collaborative Student Transportation, LLC

Legal Address
615 1st Ave NE, Suite 115
Minneapolis, MN 55413

Phone Number
612.808.8868

Email
rfp@drivecst.org

Designated Contacts:
Dr. Stephanie Burrage
Email: Stephanie.burrage@drivecst.org
Phone: 612.808.8868

Paul St. Martin
Email: Paul.stmartin@drivecst.org
Phone: 612.964.0306

Vendor Number
86349

Knox County Business License
86349

Tennessee State Business License Number
1354667

FEIN #
82-5362405

Brief History of Organization
Collaborative Student Transportation (CST) is an organization dedicated to **Every Student, Every Partner, and Every Community.** Founded in 2018 in Minneapolis, Minnesota , CST set out with a mission to create stability for our nation's most vulnerable student populations. We are driven to break down barriers and share resources every chance we get. It is our responsibility to the students, schools, and communities that we serve, as well as the service partners whose livelihoods depend on us, and to the nation-wide need for education stability that transportation can provide.

We are transportation professionals, technologists and logistical experts with a heart for students. We are here to create ***solutions and partnerships*** that make transportation easier and more attainable while removing key barriers in the process.

CST partners with transportation departments in public school districts, charter schools, and private schools across the United States to ensure we find equitable, efficient, and effective transportation solutions for special needs, homeless, and highly-mobile student populations.

We leverage our service provider network and technology capabilities to provide cost-effective, safe and efficient transportation solutions. Comprehensive transportation services include daily routing and planning, customer service, safety and compliance, vendor management, billing and reporting, allowing schools to focus on other areas of responsibility of the department.

E-Commerce and Cooperative Procurement Policy
CST does not accept E-Commerce as payment. We do accept checks and we can work together on an agreement on the timeline of which we shall be paid.

CST will allow Cooperative Procurement.

Acknowledgement of Addendums
CST acknowledges that we received Addendum 1.

Tab 3 | Available Resources



Tab 3 | Available Resources

3.1 | Number of Vehicles

CST is prepared to provide 20 vehicles at the start of service to transport students for Knox County. A detailed list of our vehicles can be found in the “Attachments” section at the end of this proposal.

3.2 | List of Drivers

CST maintains a dedicated team of experienced and licensed drivers who meet all state and federal requirements for student transportation services. While a full list of drivers is not included in this proposal, we can confirm that the necessary documentation will be provided to Knox County prior to the commencement of services. Additionally, we understand and acknowledge that if awarded a contract, we may be required to submit each individual’s Social Security Number (SSN) and we are willing to comply with this request.

3.3 | Staff Absenteeism and Dress Policy Code

CST Service Partners are required to maintain a backup fleet of 10% of the vehicles and 10% of drivers required to service the contract in case of staff absenteeism or unforeseen circumstances.

All of our vendors that we partner with shall have a professional dress code in place. The dress code policy is designed to help provide a consistent professional appearance to our customers and colleagues. Drivers and aides are expected to dress in appropriate attire for the assigned tasks. Employees must always present a clean, professional appearance. Everyone is expected to be well-groomed and wear clean clothing, free of holes, and tears. Clothing with offensive or inappropriate designs or stamps are not allowed.

Tab 4 | Qualifications & Experience



Tab 4 | Qualifications and Experience

Founded in 2018, CST has served over 100 school districts and charter schools. Our current work involves serving over 80 school districts and charter schools in Arizona, California, Delaware, Florida, Illinois, Michigan, Minnesota, Missouri, Nebraska, Ohio, South Carolina, Tennessee, Texas, Washington, and Wisconsin by managing over 800 routes each day to transport over 7,500 students each school year. Through our unique collaborative model, we provide schools access to transportation resources that could not be achieved alone.

Our administrative team leads over 30 customer service, finance and routing professionals with over 150 years of combined experience in pupil transportation to bridge the gap in transportation accessibility for communities with limited resources. We are equipped to take on the most challenging circumstances and ensure students receive safe and sustainable transportation each day.

4.1 | Post Accident Procedures

CST will provide a report to the district whenever an accident or incident occurs that involves equipment, personnel, or pupils being transported. The following is an example of possible operating procedures in the event of an accident or emergency. We will work closely with your district to establish an official district/ CST schools policy.

Driver Responsibilities

- Submit a verbal report to CST immediately or within 15 minutes following of an accident with basic information which includes:
    - Are there injuries?
    - The number of students on board at the time of the accident
    - Location of the accident
    - Time of the accident
    - Basic information of what happened to cause the accident
    - Has 911 been called
- Call 911 to report the accident anytime there are students on board a route
    - 911 is called immediately if the vendor suspects injuries to driver or passengers
- Follow service partner's drug & alcohol policy in regards to post-crash requirements
- Provide detailed written report within 4 hours of the time of the accident using CST's accident report
- Submit police report and other information (pictures, video, etc) when available to CST
- Submit insurance claim to insurance provider when applicable
- Provide insurance claim information when other parties are injured
- Send additional vehicle to transport students to destination

CST's Responsibilities

- Student Experience representative reports accident immediately to CST leadership
- Report accident to district (transportation department and school) immediately following district reporting procedures
- Send accident report to district upon request
- Follow up with service partners on all accidents

4.2 | Driver Files Information

CST utilizes a comprehensive internal system called **Contractor Compliance**, designed to centralize and manage all essential documentation and credentials for our drivers. This secure database stores critical information for each contractor and employee, including insurance certificates, background checks, fingerprinting records, and other pre-employment requirements.

By consolidating this data, Contractor Compliance allows us to proactively track expiration dates and renewal deadlines for licenses, certifications, and insurance policies. This ensures that every driver and staff member remains fully compliant with federal, state, and district requirements at all times. The system provides real-time visibility and accountability allowing CST to serve the district at the highest capability.

4.3 | Sample Daily Summary Report

While CST does not currently provide Daily Summary Reports as a standard offering, we are fully open to collaborating with the district to design and implement a reporting solution tailored to its needs.

Should the district find value in daily operational summaries, CST can work closely with designated contacts to develop a customized reporting plan. These reports can include metrics such as the number of students transported, on-time performance, route delays, or any additional data points the district may find helpful. Our goal is to provide transparency and partnership, ensuring the district has access to the information it needs to support its transportation program effectively

4.4 | Student Interaction Policies

At CST, ensuring student safety and fostering respectful, professional interactions are core to our values. All CST staff, drivers, aides, and administrative personnel, are expected to maintain appropriate boundaries, communicate respectfully, and act as positive representatives of the organization while transporting students.

Employees are strictly prohibited from forming personal relationships with students outside the scope of service. Physical contact is limited to necessary and appropriate situations, such as helping a student board safely. Any form of physical punishment, aggressive contact, or inappropriate behavior is not tolerated.

Staff must communicate with students only through professional channels and never through personal devices or social media. To support these standards, CST provides annual training on

appropriate interaction, child safety, and mandated reporting. Employees are required to acknowledge and adhere to this policy in writing each year.

CST takes concerns seriously and has procedures in place for reporting and addressing policy violations. We prohibit retaliation against employees who report in good faith. As part of our commitment to our school district partners, CST will provide copies of this policy and documentation of staff training upon request, and will fully cooperate with any compliance reviews.

4.5 | Harassment or Discrimination Reporting Procedure

The ultimate responsibility and authority to suspend or expel any student from transportation services shall rest with CST or student's resident or providing school district. If it is deemed necessary, CST will transport single student riders if it's in the best interest of the district and the student.

Drivers are responsible only for such discipline as is required to safely and properly operate vehicles. In no case will a driver eject a student from a vehicle for misbehavior except in the event of an extreme emergency endangering the safety of the student, other students, the driver or the vehicle aide, and then only after radio notice to the terminal and to the student's building principal. If the misbehavior is extreme to the point of removing the student from the vehicle, police will be called to assist with the issue. The district will be notified if police intervention is required.

All discipline problems shall be reported in writing following completion of the route so that the school and/or CST can address the issue in accordance with their policies. The repair and/or replacement of equipment or facilities due to vandalism shall be the sole responsibility of CST.

CST fully agrees to the terms outlined regarding the reporting and handling of student-on-student harassment or discrimination. CST acknowledges its responsibility to promptly inform both the administration of the school it serves and Knox County of any such incidents that occur on a CST-operated vehicle.

CST further agrees that in any instance where it fails to report an incident that it knew about or reasonably should have known about, it will indemnify and defend the Board of Education, its agents, and its employees from any costs, losses, damages, or judgments resulting from such an incident. CST understands that knowledge of an incident will be presumed if any CST employee observed the harassment or discrimination.

This commitment reflects CST's broader dedication to student safety, transparency, and accountability in every aspect of its service delivery

Tab 5 | Pricing Information



ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
PRICING
REQUEST FOR PROPOSAL NUMBER 3655

Regularly Scheduled Flat Rate per Mile (Non-Call-In Service)	$ 2.10 per mile
Flat Rate per Mile (Call-In Service Monday thru Friday 6AM-6PM)	$ 2.10 per mile
Flat Rate per Mile (Call-In Service Monday thru Friday 6PM-10PM and Saturday 6AM-10PM)	$ 2.10 per mile
Charges for Additional Passengers	$ 0.00 per passenger
Minimum Charge (if applicable)	$ 57 per trip (up to 5 students)
Additionally, Contractors are asked to provide prices for the sample trips outlined below, inclusive of any applicable additional passenger charges, minimum charges, and/or other charges. Please provide a breakdown of cost by each route as well as a total cost per scenario.	
Scenario 1: Route A: 3528 Laurel View Rd. to Whittle Springs Middle School (1 student) Route B: 1219 Pilleaux Dr. to Powell Elementary School (1 student) 1219 Pilleaux Dr. to Powell Middle School (1 student) (Note: 2 students total) Route C: 2544 Byington Solway Rd. to West High School (2 students)	Route A: $ 60.78 per trip Route B: $ 72.96 per trip Route C: $ 79.05 per trip Total Cost for Scenario 1: $ 212.79
Scenario 2: Route A: Pickup 1: 9314 Smoky Row Rd. (1 student) Pickup 2: 1119 Andrew Johnson Highway (1 student) Pickup 3: 3308 Mine Rd. (1 student) Pickup 4: 6210 Cardwell Rd. (1 student) Drop-Off: Gibbs Middle School (4 students)	Total Cost for Scenario 2: $ 93.12
Scenario 3 (11:30 AM): Route A: Farragut High School to Goodwill Industries, 5412 Pleasant Ridge Rd. (2 students)	Total Cost for Scenario 3: $ 93.75
Scenario 4: Route B: 103 Ithaca Ln., Oak Ridge, TN 37830 to Cedar Bluff Elementary School (1 student)	Total Cost for Scenario 4: $ 88.50

Note: Contractors may submit additional information detailing any alternative pricing schematics that may be utilized by Knox County Schools, but at a minimum, Contractors must submit pricing as requested per Attachment A. Please attach additional pages if necessary. Failure to submit pricing as requested per Attachment A may result in a vendor being deemed non-responsive.

Minimum Charge Per Trip is inclusive of all related services such as Car Seats, Safety Harnesses, Cameras, GPS Units, access to the RideCST Mobile App and Customer Portal.
CST does not charge Wait Time Fees, Additional Student Fees, or Fees For Consistent Daily Drivers

5.1 | Additional Pricing Information

Base Rates

Service	Rate
Additional Rate Per Mile	$2.10
Base Trip Fee*	$57.00 (up to 5 students)
Wait Time Fee	**$0.00**

***Trip Fee includes Car Seats, Safety Harnesses, Cameras, GPS Units, access to the RideCST Mobile App and Customer Portal. CST does not charge Wait Time Fees, Additional Student Fees, or Fees For Consistent Daily Drivers**

Additional Services

Service	Rate
Safety Equipment (Car Seats, Safety Harnesses, etc)	**Provided at no additional cost**
RideCST Mobile App	**Provided at no additional cost**
Customer Portal	**Provided at no additional cost**
Wheelchair Lift Vehicles	$30 additional per day
Enclosed/Barrier Vehicles	$30 additional per trip
Vehicle Aides	$27.50 Per Hour / 2 Hour Daily Minimum
Cancellation Fee	Full Charge of Scheduled Trip with less than 2 hours notice. No charge with 2+ hours notice

Cancellation Policy

The district is not charged for trips that are canceled with 2+ hours notice. Trips cancelled with less than 2 hours notice are charged at the cost of the scheduled trip. We do not charge any additional cancellation fees.

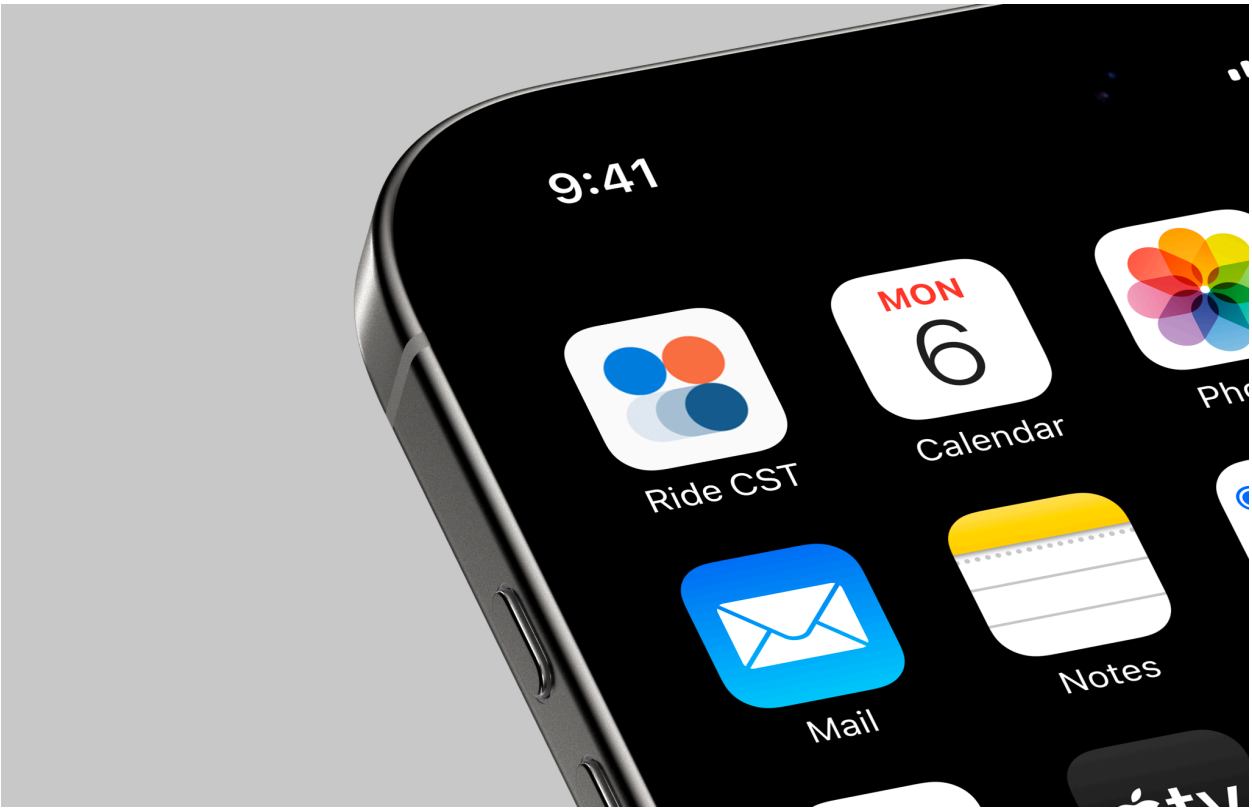
Tab 6 | Additional Information



Tab 6 | Additional Information

The RideCST Mobile App

*Access to the RideCST Mobile App is included at no cost to the district

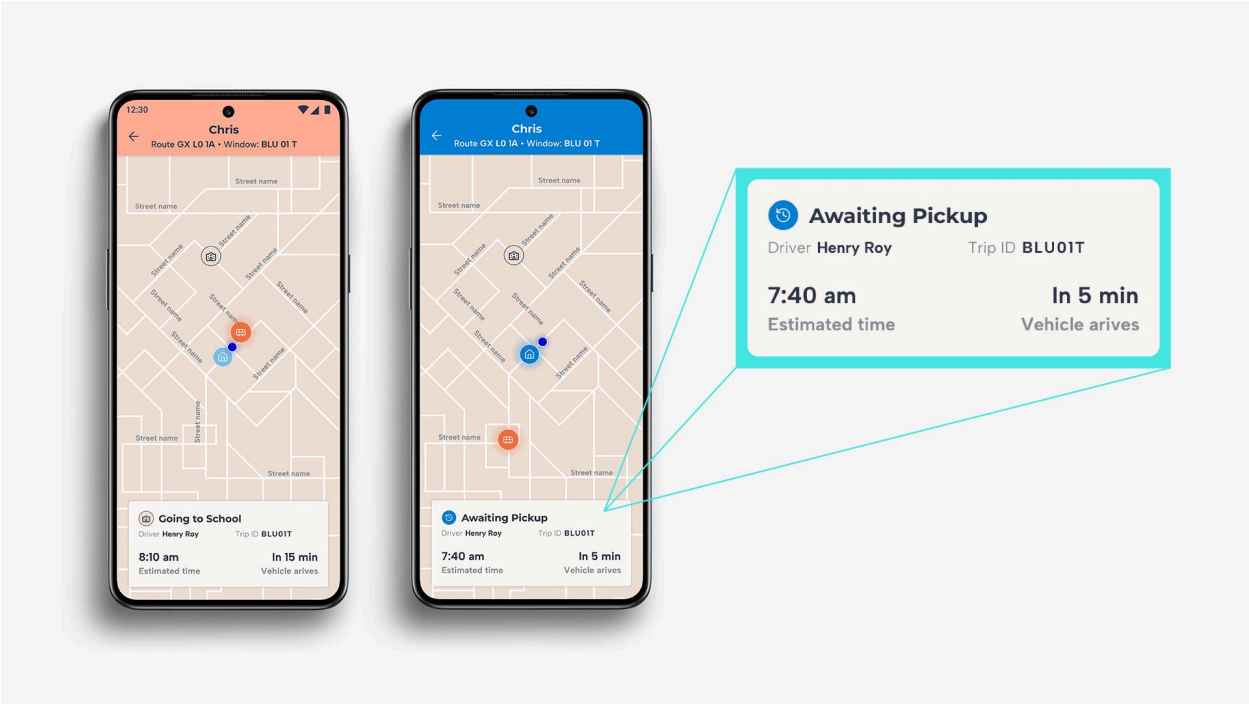


App Overview

The Collaborative Student Transportation (CST) Parent App, RideCST, is designed to provide parents with up to date information for driver pick up and drop off times. Each morning, parents will be provided with an estimated time of arrival, a notification when the driver arrives, and a push notification when the driver arrives at their child's school.

In the afternoon, parents will receive a push notification when drivers leave school and when their child has been dropped off at their assigned stop.

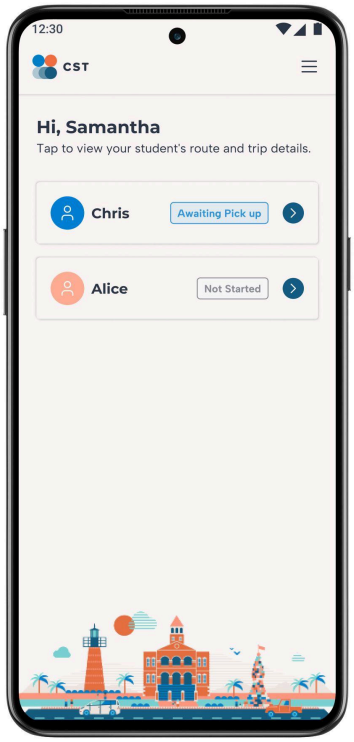
The RideCST App has the option to not display turn by turn directions. District staff may utilize this feature to provide an extra layer of privacy protection when students from multiple households are riding in a vehicle together.



Late Route Notifications

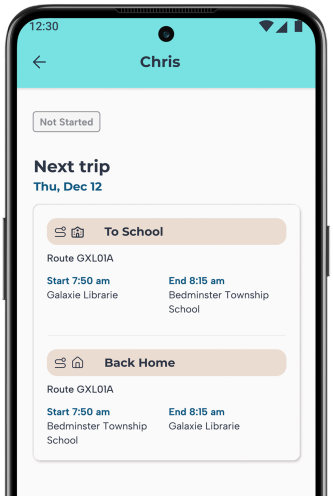
We are proud to report an on-time performance record of 98.9%. But that other 1.1% can cause extreme anxiety for parents and students. Thankfully, CST's Parent App is designed to relieve that stress whenever a driver is running late due to issues like unusual traffic or inclement weather. Parents will receive a push notification when vehicles are running late by more than 5 minutes. Once the initial "running late" notification is sent, parents will continue to receive updates if the driver's ETA changes.

In the event of vehicle breakdowns or excessive delays, drivers can use the app to transfer the route to another driver. In these situations, parents will be notified immediately with updated arrival information for the substitute driver as well as details on the driver's name and face, so parents and students know who to look for upon arrival.



District Staff Access

While the CST Portal is the best tool for district staff to access student transportation information, they will be able to use the RideCST App to access Driver ETAs as well as all live driver locations.



District staff can set up push notifications from the RideCST App. Staff at individual schools can also filter information so that they will only see ride information on students who attend their schools.

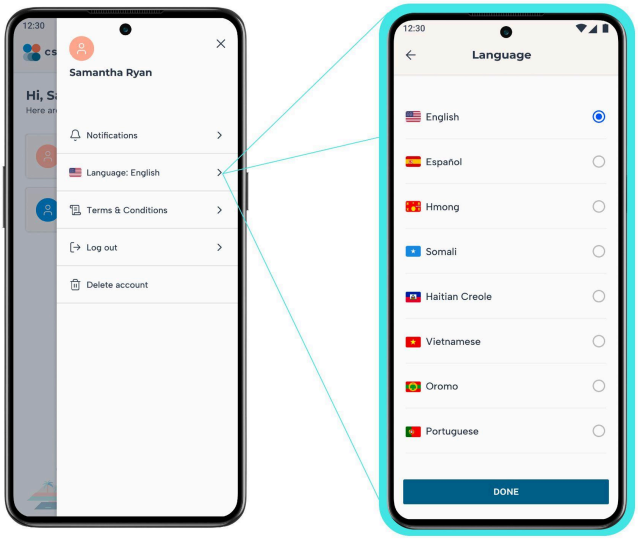
No Load Reporting

No Load Reporting ensures complete visibility and accountability during student transportation. As drivers reach each designated stop, they record in real time whether a student was loaded onto the vehicle or marked as a no load (not present or not boarding). This data is instantly synced and accessible, enabling the district to monitor trip status and student attendance in real time.

To keep families informed, parents receive immediate push notifications through the app — letting them know when their child is picked up at the stop, and confirming when they have been safely dropped off. This feature enhances communication, builds trust, and improves safety across the entire transportation process.

Language Accessibility

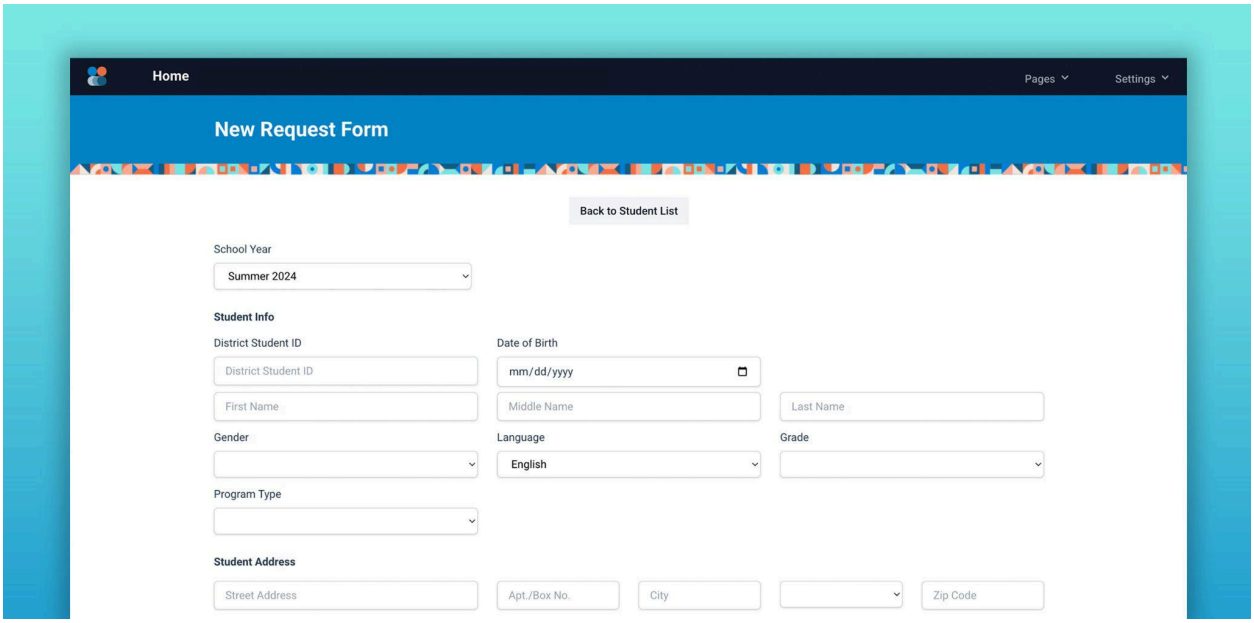
Oftentimes, language barriers can be a hindrance to a positive transportation experience for CST families and drivers. Thankfully, CST has addressed this challenge by allowing users to select from a list of eight available languages for use in the RideCST app including English, Hmong, Spanish, Somali, Haitian-Creole, Vietnamese, Oromo, and Portuguese.



The CST Customer Portal

*Access to the CST Customer Portal is included at no cost to the district

One of the most powerful tools that we have available for all of our district partners is the CST Customer Portal. This is your one stop shop for submitting new student ride information, updating or canceling current student ride information, reviewing no show data or any other critical information related to your district's transportation experience.



CST Customer Portal Features

New Student Transportation

At CST, we strive to make timely transportation accessible to every student who needs it, regardless of changing circumstances. To that end, we follow this protocol when a district wants to provide transportation for a new student:

- Ride Requests can be submitted using the CST Customer Portal, which can be found on our website, www.drivecst.org.
- Most routing requests are processed within 2-5 business days
- We review emergency requests on a case-by-case basis for expedited turnaround time
- Families are notified by phone and email with new or changed bus information for their student

When a new student is entered into the CST Portal, complete this simple form, detailing student information, and any other critical details to ensure a safe, consistent transportation experience for each student in our care. Once you have completed this form, our routing team will get started on discovering the most efficient and effective way to get them to and from school each day.

**Student data can be uploaded in bulk by uploading a .csv file.*

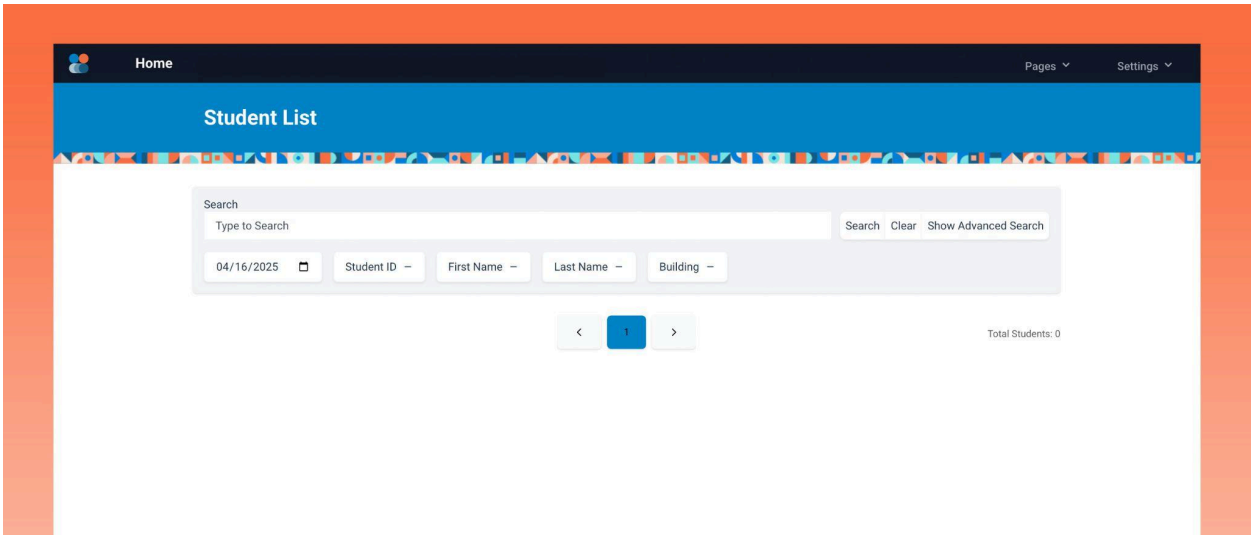
Update Existing Student Information

Follow the process described above to update existing student information. As student addresses, phone numbers, and other information change, simply update that student's information and our routers and customer experience team will get to work immediately to accommodate this change.

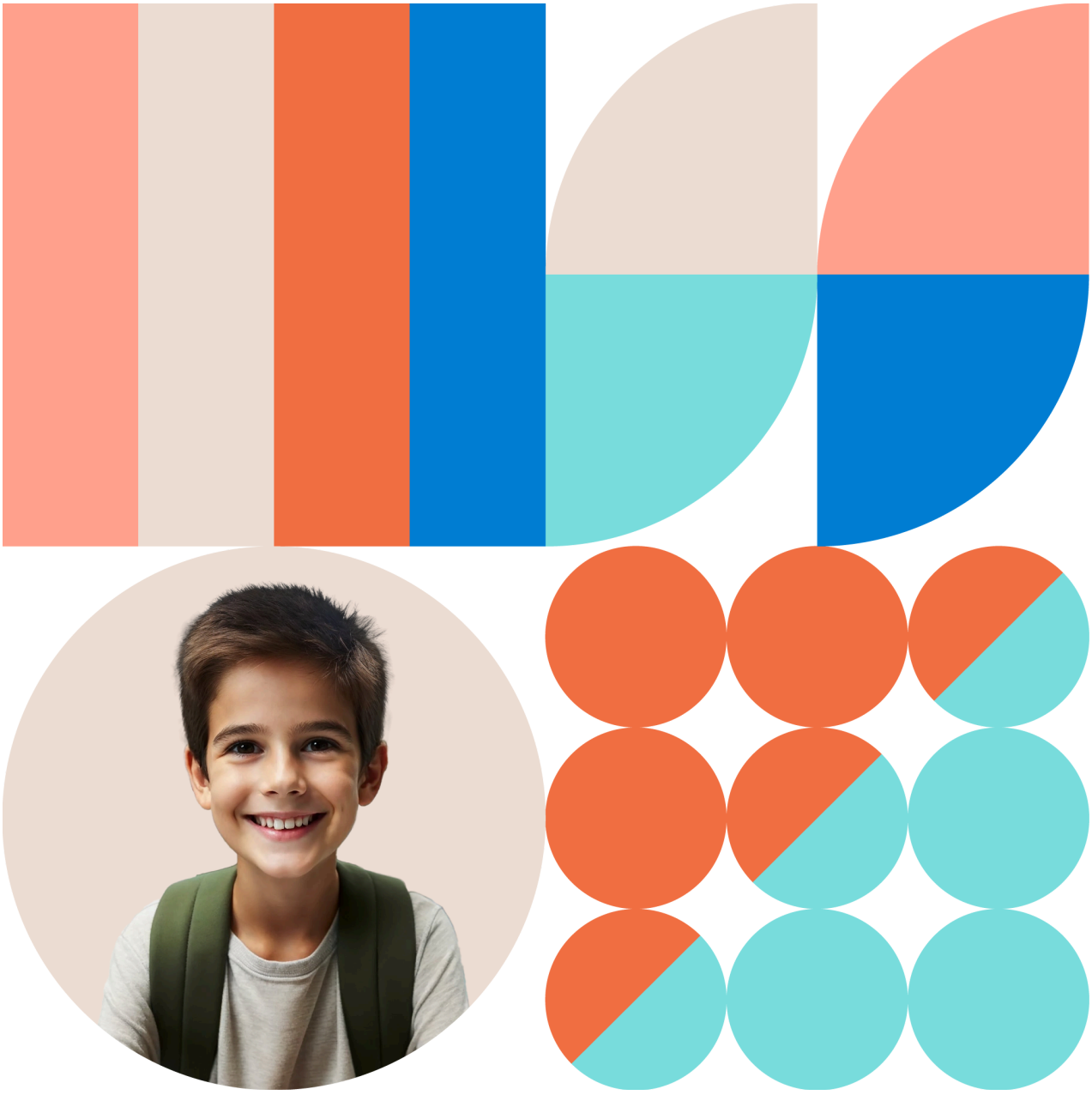
Reporting

The CST Portal is where you will find critical, real time, student data. Simply search for a student by name to find information related to their transportation experience including vehicle assignments, pick up and drop off locations/times, and unique accommodations such as IEP's or vehicle aides.

Other reports such as No Ride Reports are available as well.



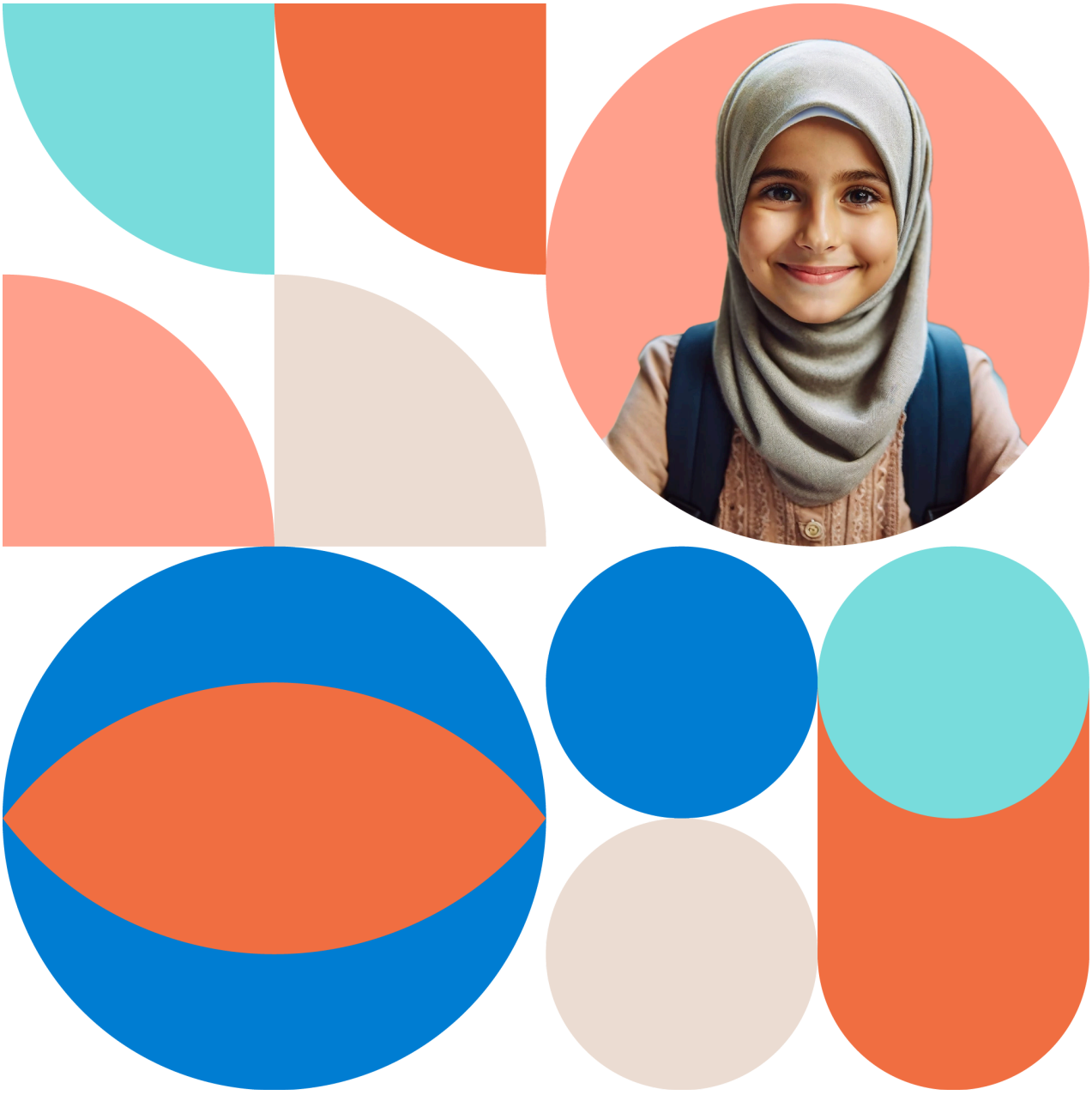
Tab 7 | Exceptions



Tab 7 | Exceptions

CST has no exceptions with the information provided in this Request for Proposal for School Transportation Services.

Tab 8 | Attachments



Tab 8 | Attachments

- References
- Insurance Checklist
- Criminal History Check Affidavit
- Iran Divestment Act/No Boycott of Israel
- Vehicle List

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3655

Vendor Name: Collaborative Student Transportation

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. 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 list Knox County Government or Knox County Schools as a reference.

Name of Firm: Metro Nashville Publlic Schools
Contact Person: Andrew Gratsy Phone Number: 615.259.4636
Email Address: andrew.grasty@mnps.org Fax Number: N/A
Nature of Contract: We provide Mckinney Vento and Special Education Transportation for the School District.
Services Provided: We provide Mckinney Vento and Special Education Transportation for the School District.
Dollar amount: $ N/A (over life of contract)
Contract start date: 07/1/2023 Contract end date: 06/30/2028

Name of Firm: Orange County Public Schools
Contact Person: Bill Wen Phone Number: 407.317.3810
Email Address: williams.wen@ocps.net Fax Number: N/A
Nature of Contract: We provide Mckinney Vento and Special Education Transportation for the School District.
Services Provided: We provide Mckinney Vento and Special Education Transportation for the School District.
Dollar amount: $ N/A (over life of contract)
Contract start date: 07/01/2023 Contract end date: 06/30/2027

Name of Firm: Omaha Public Schools
Contact Person: Trevis Sallis Phone Number: 531.299.0220
Email Address: trevis.sallis@ops.org Fax Number: N/A
Nature of Contract: We provide Mckinney Vento and Special Education Transportation for the School District.
Services Provided: We provide Mckinney Vento and Special Education Transportation for the School District.
Dollar amount: $ N/A (over life of contract)
Contract start date: 08/16/2023 Contract end date: 08/15/2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/09/2024

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

Lighthouse Group, an Alera Group Agency, LLC
56 Cesar E Chavez Ave SW Suite 300
Grand Rapids, MI 49503

CONTACT NAME: Ryan Kraai
PHONE (A/C, No, Ext): (616)866-3180 FAX (A/C, No): (616)866-3271
E-MAIL ADDRESS: ryan.kraai@aleragroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lloyds of London	
INSURER B : Spinnaker Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Collaborative Student Transportation LLC
615 1ST AVE NE STE 115
Minneapolis MN 55413

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: X POLICY PRO-JECT LOC OTHER:			B1230JC00417A24	07/01/2024	07/01/2025	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 $ $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY X Symbol 10			B1230JC00417A24	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			B1230JC00417A24	07/01/2024	07/01/2025	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Sexual Abuse & Molestation			SML22992A24	07/01/2024	07/01/2025	Limit of Insurance	$1,000,000
B	COMMERCIAL CYBER			FLY-CB-J5L66T5GR	07/17/2024	07/17/2025	Limit of Insurance	$1,000,000

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

The Auto Liability limits are provided under Period 2 and Period 3 for School Transportation Services

CERTIFICATE HOLDER

Collaborative Student Transportation LLC
615 1ST AVE NE STE 115
Minneapolis MN 55413

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

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

21. ***Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.***

22. **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.**

23. **Certificate of Insurance shall show the RFP number and title.**

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: Alera Group **Authorizing Signature:** Daniel Malone

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

Proposer's Name: Collaborative Student Transportation **Authorizing Signature:** Dr. Stephanie S. Burrage

ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3655

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, Dr. Stephanie Burrage, President or other Principal

Officer of Collaborative Student Transportation, 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.

Dr. Stephanie Burrage
President or Principal Officer

For: Collaborative Student Transportation
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by Dr. Stephanie Burrage

President or Principal Officer of Collaborative Student Transportation

On this 8th day of May 2025.

Nichol M. Sutton
Notary Public

My Commission expires: Jan. 31, 2028

NICHOL M. SUTTON
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2028

ATTACHMENT E
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSALS NUMBER 3655

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: Dr. Stephanie Bunyc
(sign in blue ink)

Title: Chief Executive Officer Date: 05/08/2025

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: Dr. Stephanie Bunyc
(sign in blue ink)

Title: Chief Executive Officer Date: 05/08/2025

Vehicle Identification								Passenger Capacity		
VEHICLE IDENTIFICATION NUMBER (VIN)	MFD. MM-YYYY	MAKE	MODEL	COLOR	LIC. PLATE/TAG	STATE	VEHICLE TYPE	AMBULATORY PASSENGER CAPACITY (ABLE TO WALK; DO NOT INCLUDE DRIVER)	WHEEL CHAIR POSITIONS	TOTAL PASSENAR CAPACITY (INCLUDING DRIVER)
3N1AB6APOCL615364	04-2012	NISSAN	SENTRA	BLUE	BLZ0186	TN	TYPE III (CAR)	2		3
1GKKNKL43NZ156657	07-2022	GMC	ACADIA	WHITE	BJF3234	TN	TYPE III (CAR)	2		3
2C4RDGEG7KR640483	03-2019	DODGE	CARAVAN	WHITE	BM67BI	TN	TYPE III (MINI VAN)	2	1	4
5TDZA23C46S449967	07-2006	Toyota	Sienna	GREEN	REYN77	TN	TYPE III (MINI VAN)	4		5
1C4RJFAG8JC334196	05-2018	G Cherokee	Laredo	WHITE	610 BGWQ	TN	TYPE III (SUV)	2		3
5XYZUDLB1FG285889	08-2018	Hyundai	Elantra	brown	BDF5723	TN	TYPE III (SUV)	2		3
JM3KFADM4M1317443	03-2021	Mazda	Cx5	GREY	BPV4753	TN	TYPE III (SUV)	2		3
5XYZU3LA0DG118955	06-2013	Hyundai	Santa Fe sport	RED	413BDPC	TN	TYPE III (SUV)	2		3
2T3A1RFV2NC271445	05-2022	Toyota	Rav4	green	BHP2189	TN	TYPE III (SUV)	2		3
4T1C11AK1LU976766	05-2020	Toyota	Camry	WHITE	BKY-4789	TN	TYPE III (SUV)	2		3
5NMP24GL4RH003075	02-2024	Hyundai	Santa fe	gold	BMG2299	TN	TYPE III (CAR)	2		3
2G61U5S34G91177810	05-2016	CADILLAC	XTS	Black	CB10412	TN	TYPE III (SUV)	2		3
KMTF54JH2KU054498	08-2019	Genesis	G90	BLACK	44039CP	TN	TYPE III (SUV)	2		3
5NPD84LF4JH225477	05-2024	Hyundai	Elantra	blue	481BMJF	TN	TYPE III (SUV)	2		3
5FNYF6H59KB069696	05-2022	HONDA	PLT	Grey	898BKZR	TN	TYPE III (SUV)	4		5
JN8AS5MV1CW717286	04-2002	NISSAN	ROGUE	Silver	118BKRD	TN	TYPE III (CAR)	3		4
3N1AB8BV2RY290480	04-2024	NISSAN	SENTRA	Silver	BFV4567	TN	TYPE III (CAR)	4		5
5FNYF3H21CB012334	05-2003	HONDA	PLT	BLACK	QGDEEQA	TN	TYPE III (CAR)	4		5
JTMWFREV3GD085405	03-2016	TOYOTA	RAV4 XLE	GRIS	BQX2944	TN	TYPE III (SUV)	2		3
2T1BURHE4GC590382	05-2016	TOYOTA	COROLLA	BLACK	QY2CR6B	TN	TYPE III (CAR)	2		3
5NMJE3AE0NH159089	07-2022	HYUNDAI	TUCSON	WHITE	373BGTQ	TN	TYPE III (SUV)	2		3
						TN	TYPE III (SUV)	2		3
4TIC11AK9PVI32365	09-2023	TOYOTA	CAMRY LE	GREY	BNR1693	TN	TYPE III (CAR)	2		3
5FRNL5H46DBO35880	02-2013	HONDA	ODYSSEY	BLACK	184BMXD	TN	TYPE III (MINI VAN)	4		5
5TDBZRBH3LS502377	12-2020	TOYOTA	HIGHLANDER	GREY	GHT5659	TN	TYPE III (SUV)	3		4
JTNKHMBX2K1035635	07-2019	TOYOTA	CHR	Silver	735BKLM	TN	TYPE III (SUV)	2		3
1C4RJKAG9R8583761		JEEP	GRAND CHEROKEE L	WHITE	QM4RMFP	TN	TYPE III (SUV)	6		7
41BE32KX4822485	06-2022	TOYOTA	CAMRY	B	321BLZM		TYPE III (CAR)	4		5
2HGFC2F84KH517599	06-2022	HONDA	CIVIC	B	BQQ9019		TYPE III (CAR)	2		3
5N1DLOMN9LC527080	07-2020	INF	QX6	BLACK	BRB8865	TN	TYPE III (SUV)	4		5
5TDYZ3DCXHS839998	05-2017	TOYOTA	SINNEA	BALCK	CB11864	TN	TYPE III (FULL SIZE VAN)	4		5
5FNYF6H53KB051985	06-2019	HONDA	PILOT	GRAY	QX12U27	TN	TYPE III (SUV)	4		5
5TDLZRAH7MS031390	04-2021	TOYOTA	HIGHLNDER	BALACK	NEW	TN	TYPE III (FULL SIZE VAN)	4		5

5FNYF6H53KB051985	05-2019	HONDA	Pilot	White	QX12U27	TN	TYPE III (CAR)	4		5

Knox County Government
and
First Student

This Contract, made and entered into between the Knox County Government, hereinafter referred to as the "County" and First Student hereinafter referred to as "Contractor."

Whereas, the County requested proposals for School Transportation Services for Knox County Government and Knox County Schools (Request for Proposal #3655) and;

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

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposal, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposal specifications and the Contractor's proposal and 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 on the 31st day of July 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs four and five. Upon mutual agreement of the Contractor and Knox County, the Contract 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. Amendments. No alterations, amendments, changes, modification or additions to this Contract shall be binding on Knox County without prior written approval of the County.

3. Payment. Knox County requires a minimum of thirty (30) days to process payment after receipt of a properly submitted invoice. If an invoice has not been paid within thirty (30) days, vendor shall contact the using department. The County will not agree to any late payment fees, penalties, etc. Any provision requiring late payment fees, penalties, etc., in a response to this solicitation or any other supplemental agreement(s) will not be accepted. The County shall pay Contractor properly submitted as agreed upon in the County's Request for Proposal for School Transportation Services per the Contractor's response to Request for Proposal #3655 and as negotiated; pursuant to all payments being subject to the County's review and approval. See Attachment B for pricing.

Regularly Scheduled Flat Rate per Mile (Non-Call-In Service) $2.50 per mile
Flat Rate per Mile (Call-in Service Monday thru Friday 6am-6pm) $2.50 per mile
Flat Rate per Mile (Call-in Service Monday thru Friday 6pm-10pm and Saturday 6am-10pm) $3.50 per mile
Charges for Additional Passengers $0 per passenger
Minimum Charge $65.00

4. 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 expressed permission of County.

In the event Contractor intends to interrupt or discontinue service under this Contract, and due to the timeframe required by the County to solicit and contract for goods and services, Contractor agrees to give Knox County at least one hundred twenty (120) days' 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.

Should the Contractor fail to provide the 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 as soon as possible. Failure to correct the problem(s) in a timely manner or repeated issues occurring with the service(s) to be provided, may lead to the termination of the Contract by the County. For the purposes of this Contract, interruption shall not include interruptions due to normal system maintenance or Force Majeure events.

5. Appropriations. In the event no funds are appropriated by the County for School Transportation 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.

6. **Independent contractor.** Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability resulting from actions of the Contractor or Contractor's employees.

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 School Transportation Services, 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 transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of the County. If Contractor assigns this contract to another party, an Assignment of Contract must be executed between the County and the new party. Knox County will draft this "Assignment of Contract" document. Any assignment without such express written permission may result in the automatic termination of this Agreement.

10. **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 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 form.

11. **Right to inspect.** Pursuant to Section 2.4 and Section 2.20 of the RFP, the 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 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.

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 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. Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Knox County will comply with all legitimate requests.

14. **Insurance.** Contractor shall maintain a current Certificate of Insurance including any corresponding endorsement page(s) with the specified coverage listing Knox County and Knox County Schools as an additional insured. It shall be the Contractor's responsibility to keep a current Certificate of Insurance and endorsement page(s) on file with Knox County Procurement for the life of the Contract. See Attachment A for insurance checklist coverage requirements.

15. **Contractor** shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all third-party suits, claims, actions or physical damages of any nature brought because of, arising out of, or due to any alleged breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any grossly negligent act or occurrence or any intentional omission or commission of Contractor, its subcontractors, suppliers, agents or employees. Knox County has not been given authority under the laws of the State of Tennessee to indemnify a contractor under any circumstances. This includes, but is not limited to, Third Party Claims. The inclusion of any language requiring indemnification by the County in this Contract or any supplemental documents, will not be accepted.

16. **Delivery.** Contractor shall render School Transportation Services for the County in accordance with Request for Proposal #3655.

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 be liable for indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages. No provision of this Agreement shall act or be deemed to be a waiver by Knox County or the County/School System of any immunity or of any provision of the TENNESSEE GOVERNMENTAL TORT LIABILITY ACT. Tenn. Code Ann 29-20- 101 et seq. Any liability to the Vendor or third parties for any claims, damages, losses, or costs arising out of, or related to acts performed by the County/School System under this Agreement will be governed and limited by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. 29-20-101 et seq."

19. Contract documents. This Contract is the leading document and shall take precedence over any documents referenced herein. 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 #3655, for School Transportation Services and Addendum I
B. Contractor's Response to Request for Proposal #3655 for School Transportation Services, 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 copy on the day and year last 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**

Date:_____

KNOX COUNTY GOVERNMENT

_____ GLENN JACOBS

MAYOR – Signature **MAYOR**

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT NO. 25-434 (C)
APPROVED AS TO LEGAL FORM

_____ Gary Dugger

LAW DIRECTOR – Signature **LAW DIRECTOR – Printed Name**

Date: 6/23/2025

CONTRACTOR

_____ _____

AUTHORIZED SIGNATURE **VENDOR – Printed Name**

FIRST STUDENT
COMPANY NAME

Date:_____

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **School Transportation Services** as specified herein. Proposals must be received by **2:00 p.m.** on **May 8, 2025**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

Proposal Number 3655
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 Rachel Cabrera, Senior Buyer, at 865.215.5751. Questions may be emailed to Rachel.Cabrera@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 one hundred twenty (120) 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 Proposal.

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 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 will 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 award. Knox County 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 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, Business Outreach Administrator
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.7 **CONFLICT OF INTEREST:** Vendors must have read and comply with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.

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

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. Facsimile and email 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 on-line vendor registration and maintenance, electronic receipt of Purchase Orders, on-line retrieval and submittal of quotes and bids 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 METHOD:** Knox County utilizes two (2) methods of placing order for products and/or services. 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 with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their proposal response if the vendor will accept Knox County's Credit Card (VISA) as a 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, 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:** 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.

1.19 **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 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.

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;
1.20.3 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 Proposal (RFP) 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 **April 24, 2025 at 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 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 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 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 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 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 subcontract 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 RECORDS CHECK:** Any and all successful proposers, Contractor's employees, Contractor's subcontractors and the employees of any subcontractors must submit to a criminal history records check at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are expected to be present. Reference Tennessee Code Annotated Section 49-5-413. Proposers **must** submit with their proposals the Criminal History Affidavit of Compliance.

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 County 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 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.

2.11 **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 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.

2.15 **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.

2.16 **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.

2.17 **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 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) Request for Proposal, (3) Contractor's 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, and 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 and warehoused.

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 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.

2.23 **TERMINATION:** County may terminate this agreement with or without cause at anytime. 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.

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 days' 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.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, solicitation 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 set forth and convey to prospective proposers the general type and character of Point-to-Point School Transportation Services as desired by the Knox County Schools Transportation Department (hereafter referred to as KCSTD). Award will be based on Best Value. Best Value means more than lowest cost, it includes safety, the 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 as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITION OR DELETION OF SERVICES:** Knox County reserves the right to add services as the need arises or to delete services that have become obsolete 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:** The length of this Contract will be two (2) years with the option to renew upon mutual consent of both parties. The term agreement may be extended for three (3) additional one (1) year options, for a possible total of five (5) years. Knox County reserves the right to purchase these products and/or 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 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 **COMMUNICATIONS:** The successful execution of this contract will require extensive communication between all involved parties. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have an email address that is regularly monitored. 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 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 **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 on 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.

3.10 **CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful vendor(s). The Contract may require Knox County Board of Education and/or Knox County Commission approval. The successful vendor(s) may be required to be present at the Board of Education and/or County Commission meeting(s) 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). Knox County will draft the Contract. A sample contract can be found under Exhibit A. The Knox County Procurement Division will not accept any vendor's contract. If Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted they will not be accepted.

3.11 **CONTRACTOR DUTIES:** At the Contractor's own expense, the Contractor shall:

3.11.1 Provide competent supervision;
3.11.2 Provide competent personnel;
3.11.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.

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

- Available Resources 35 Points
- Qualifications & Experience 25 Points
- Proposed Cost 40 Points

3.13 **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.

3.14 **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 offer are subject to rejection in whole or in part. Any exceptions shall be included in Section V, 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.

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

3.17 **INSURANCE:** The successful vendor(s) must carry the insurance as indicated on the Insurance Checklist 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 proposal. Upon the 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 and Knox County Schools 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.

3.18 **INVOICE DETAIL:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.18.1 The invoice must show the amount due to the Contractor by Knox County;
3.18.2 The invoice must show a summary of completed work;
3.18.3 Invoices are to be original and uniquely pre-numbered;
3.18.4 Invoices which do not show this information are subject to rejection.

3.19 **INVOICE REVIEW:** Knox County shall review all invoices 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 termination.

3.20 **INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may be required to use different invoicing information and procedures.
This information and procedures shall be provided to the Contractor(s) prior to Contract execution. There shall be no additional charge for this information and procedures to be included.

Each invoice shall include a summary of service(s) provided and shall list the associated unit price. Supporting documentation shall be included with invoices as applicable. Invoices without this information will be returned to the Contractor for correction.

Invoices shall be sent to the billing address indicated on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that the successful Contractor's invoices specify the correct department. Do not credit payments to another department's account. Invoices must match the corresponding Purchase Order number. Vendors are hereby notified that invoices may take up to thirty (30) business days to process payment. There shall be no component billing. Mail invoices for Knox County Schools to:

Knox County Schools Transportation Department
Post Office Box 2188
Knoxville, TN 37901
invoices@knoxschools.org

3.21 **MINIMUM QUALIFICATION EXPECTATIONS:**

3.21.1 Respondent must address all submittal requirements as defined under Section IV.
3.21.2 Respondent must have the experience and capabilities to carry out the work contemplated and equipment and personnel available for the work.
3.21.3 If the respondent has a permanent office in Knox County, respondent must have a current business license issued by Knox County. This requirement also applies to any of the Respondent's proposed subcontractors or subconsultants with a permanent office in Knox County. A Knox County business license is not required of any Respondent or proposed subcontractor or subconsultant who does not have

a permanent office in Knox County. For more information, contact the Knox County Clerk's office at 865.215.2392.

3.22 **NEGOTIATION:** Knox County may select a successful proposer on the basis of initial offers received without discussions. 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.

3.23 **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.

3.24 **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 Proposal, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.25 **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 one hundred twenty (120) business days after the date fixed for the closing the RFP.

3.26 **PRICING:** The proposer(s) warrants that the unit price stated shall remain firm for a period of twenty-four (24) months from the first day of the Contract period.

If the Contractor's price is increased after the first contract period, 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:

- Continue with the existing prices;
- Request a lower price increase;
- Not accept the renewal offer.

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 proposal file. No approvals will be authorized verbally.

3.27 **PROPOSAL CONTENT:** The proposer's response must contain a thorough description of the background of the proposer and sufficient evidence showing that the proposer is capable of providing the services. The proposer's response must thoroughly expound on the proposer's understanding of how the proposed services will meet Knox County's needs. The proposal must also contain an explanation of the implementation plan and the proposer's ongoing commitment to service.

3.28 **PROPOSAL EVALUATION:** In evaluating the 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.

3.29 **PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. As 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.

3.30 **PROPOSER INTERVIEWS:** Knox County may require proposers to give oral presentations/interviews in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. These presentations/interviews may be conducted virtually through video conferencing or in person. Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase. The County 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.

3.31 **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.

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

3.33 **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.

3.34 **REFERENCES:** Proposers must provide three (3) professional references relating to work of a similar scope completed within the last five (5) years. Include the name of the agency or institution, point of contact with both a telephone number and email address, and the nature and size of the Contract. Proposer must submit Attachment A. Do not list any Knox County Government entity or Knox County Schools.

3.35 **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.

3.36 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work specified in this RFP.
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.

3.37 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **April 24, 2025 at 4:30 p.m. local time**. No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** The purpose of this solicitation is to provide "point-to-point" transportation services for individuals at the direction of Knox County Schools. Knox County Schools is hereinafter referred to as KCS. This Contract is not limited to those transportation services specifically to and from school on a scheduled instructional day and may be used to provide services to any program associated with KCS. Instructional days are determined by the Board of Education and published on the KCS web page (www.knoxschools.org) and are subject to change. It shall be the responsibility of the vendor to verify all instructional days. These transportation services, for the most part, are within the boundaries of Knox County. KCS currently utilizes approximately forty (40) vehicles across three separate Contractors to transport approximately five hundred students each instructional day, typically between 6:30 AM and 5:30 PM. Mileage varies by route but is often between fifty (50) and one hundred fifty (150) miles a day.

4.2 **BACKGROUND:** Knox County Schools (KCS) is a public education agency. It is responsible for the education of children from preschool through high school. There are approximately fifty-nine thousand (59,000) Pre-K through 12th-grade students and approximately seven thousand eight hundred (7,800) employees. For purposes related to this RFP, the district is comprised of ninety-two (92) schools that represent urban, suburban, and rural populations.

4.3 **ACCEPTANCE OF POLICY AND DIRECTIVES:** The Contractor, while performing work under this Contract, expressly agrees to abide by Knox County Schools Board Policies and the Transportation Handbook. The

Contractor also agrees to follow directives and procedures regarding the implementation or execution of this Contract from the Superintendent of Knox County Schools and any of her or his designees.

4.4 **ACCIDENTS:** The Contractor shall immediately inform the Knox County Schools Transportation Department (KCSTD) of the occurrence of any accident involving any vehicle while performing services under this agreement. The Contractor shall follow the Department of Transportation (DOT) post-accident testing procedures for alcohol and controlled substances. The Contractor must comply with all requirements as set forth in the Drug-Free Workplace Policy as defined in the Knox County Schools Handbook: https://www.knoxschools.org/cms/lib7/TN01917079/Centricity/Domain/1034/GAN.pdf.

4.5 **ADDITIONAL TRAINING:** The Contractor will participate, and will ensure their drivers or driver candidates participate, in any training sessions mandated by the KCSTD. Such trainings will be located within the boundaries of Knox County and Contractors will be compensated for the time their drivers spend in training. Contractors will not be entitled to compensation.

4.6 **ASSIGNMENT OF WORK:** All service to be conducted under this agreement will be at the direction of the Knox County School Transportation Department personnel. Failure to abide by this directive may be just cause for immediate termination and a report sent to the District Attorney General.

4.7 **CALL-IN SERVICE:** Some trips may require a "call-in" to the successful Contractor(s). These trips could occur between the hours of 6:00 a.m. and 10:00 p.m. Monday thru Saturday. When call-in service is requested between the hours of 6:00 a.m. and 6:00 p.m. Monday thru Friday, the successful Contractor(s) must arrive within thirty (30) minutes from when the call-in was placed. When call-in service is requested between the hours of 6:00 p.m. and 10:00 p.m. Monday thru Friday, or 6:00 a.m. and 10:00 p.m. on Saturday, the successful Contractor (s) must arrive within sixty (60) minutes from when the call-in was placed.

Repeated late arrivals may result in termination of the Contract. The person who calls in the request must be listed on the approved Contract list provided by the School Transportation Department.

4.8 **CELLULAR COMMUNICATIONS:** The Contractor(s) shall maintain on his or her person and shall equip each vehicle with a cellular telephone and must be in the "on" position and operable at all times, to the extent service is provided by commercial communications provider, while performing services under this Contract. The Contractor shall furnish the cellular numbers to the KCSTD as needed. The Contractor(s) shall be liable for the cost of the cellular services and all accompanying charges to meet this requirement. The Contractor will also ensure that all of their drivers are made aware of and trained on any laws, rules, and regulations regarding the usage of cellular phones while driving a vehicle. This includes but is not limited to hands-free laws.

4.9 **CENTRALIZED DRIVER FILES:** By agreement of the parties, all information necessary to meet driver eligibility requirements shall be housed in the KCSTD facility and will be made available to authorized employees of the Knox County Transportation Department to ensure compliance. The Contractor shall provide to the KCSTD a complete file on each driver, which, at a minimum, shall contain the following:

- Driver's name, address (current), telephone number (current), and driver's license number,
- A negative D.O.T. pre-employment drug screening;
- An annual D.O.T. satisfactory physical examination;
- A photocopy of their driver's license with proper endorsement;
- Any and all other required documentation or information as set forth by the School Board or the KCSTD.

4.10 **CRIMINAL HISTORY BACKGROUND CHECK:** All driver candidates must undergo a criminal history background check conducted at the direction of KCSTD utilizing an entity of KCSTD's choosing. KCSTD personnel will schedule this procedure but Contractors are responsible for payment. All driver candidates must sign paperwork releasing these results to KCS prior to a background check being scheduled. In addition, Attachment B, Criminal History Records Check Affidavit, must be completed and returned with your submittal.

The results for each driver candidate will be forwarded to the KCSTD upon completion. The KCSTD will notify the vendor if any identified prior criminal history would prevent a driver's eligibility.

4.11 **DRIVER AND DESIGNEE INSPECTION:** In compliance with Applicable Law, the Contractor(s) shall insure that their drivers fully inspect each vehicle after dropping the final student from each school they serve or any time the vehicle is vacated by the driver for any purpose to verify that no pupil remains on the vehicle.

4.12 **DRIVER ELIGIBILITY & STANDARDS:** The Knox County Transportation Department will maintain a driver eligibility roster listing all drivers meeting the requirements pursuant to an awarded Contract, Knox County Board of Education Policy, the Knox County Schools Transportation Handbook, and any additional Applicable Law. Only drivers listed on the driver eligibility roster shall perform services pursuant to this Contract. Contractor staffing changes must be reported to KCSTD immediately. The Contractor, in providing services pursuant to this agreement, shall only use drivers included on the Knox County Schools Driver Eligibility Roster.

4.13 **DRIVER SUSPENSION**: When anyone providing services pursuant to this Contract has been involved in an accident; is the subject of civil or criminal violations or charges; has been accused of sexual harassment, sexual assault, child abuse, or child endangerment; has received a traffic citation or a moving violation; or has failed to meet the obligations or performance standards as defined in this Agreement, Board Policy, including but not limited to the Knox County Schools Civility Code, or the Knox County Schools Transportation Handbook, that person may be temporarily suspended from his/her driving position pending an investigation. This suspension will be lifted or continued based on investigative findings by Knox County School Security, KCS or KCSTD administration, and/or the appropriate law enforcement agency and could ultimately result in removal from the eligibility roster.

Once an individual has been removed from the Roster, only the Director of Schools for Knox County Schools may reinstate that person to the Roster. Anyone wishing to be reinstated to the Roster should submit a written petition to the Director of Schools for Knox County Schools. No reinstatement shall be considered before one (1) calendar year has passed.

4.14 **EQUIPMENT REQUIREMENTS:** The Contractor(s) must use vehicles that are compliant with all Federal, State and Local Laws and Regulations in addition to all Knox County Board of Education Policy and Procedures, and the Transportation Handbook.

4.15 **FUEL SURCHARGE:** The purpose of the Fuel Surcharge is to offset increases in gasoline prices experienced by shuttle Contractors while operating for Knox County Schools. As such, the surcharge will increase and decrease with the price of fuel. The formula for calculating the Fuel Surcharge is as follows:

(Current Fuel Price – Base Fuel Price) / 12 Miles Per Gallon = Per Mile Surcharge

1. Current Fuel Price is the cost of Regular Grade fuel in Knoxville as listed on the Tennessee Metro Average Prices available on the American Automobile Association (AAA) website.
2. The Base Fuel Price is $2.75 per gallon.
3. 12 Miles Per Gallon is meant to represent an average fuel economy for the vehicles in the shuttle fleet, not that of any specific vehicle.
4. The Per Mile Surcharge is an amount that will be added to every mile billed by the Contractor. It will be in addition to the mileage rate specified in the Contract and will be rounded to the nearest cent.
5. The Knox County Schools Transportation Department will establish the Current Fuel Price on the first business day of each month. KCSTD will also communicate the Per Mile Surcharge to the Contractor.
6. The Contractor will include the Per Mile Surcharge as a separate item on all of their invoicing for that month.
7. The Fuel Surcharge will not exceed $1.50 per mile without Knox County School Board approval.

4.16 **GLOBAL POSITIONING SYSTEM:** The Knox County Schools Transportation Department may, at its discretion, install or have installed on each vehicle operated under this agreement a Global Positioning System (GPS) compatible with the GPS system utilized by the KCSTD. The Contractor shall ensure this equipment is functional and properly maintained and that the Contractor's employees are trained in the proper use of this equipment. Any malfunction or degradation of the equipment shall be immediately reported to the Knox County Schools Transportation Department so that it may be repaired in a timely manner. Contractors will be responsible for the replacement cost of any lost or maliciously damaged GPS equipment. Although this equipment will be installed on the Contractor's vehicle, it will remain the property of Knox County Schools. Before a vehicle is removed from service by the Contractor, KCSTD must be notified and provided a reasonable time frame to uninstall the equipment or to have it uninstalled.

4.17 **NON-STUDENT PASSENGERS:** The Contractor(s) agrees to limit non-student passengers while performing under this Contract as required in Knox County Schools Board of Education Policy and the Knox County Schools Transportation Department Handbook.

4.18 **RADIO COMMUNICATIONS:** The Knox County Schools Transportation Department may, at its discretion, install or have installed on each vehicle operated under this agreement a radio compatible with the radio system utilized by the KCSTD. The Contractor shall ensure this equipment is functional and properly maintained and that the Contractor's employees are trained in the proper use of this equipment. Any malfunction or degradation of the equipment shall be immediately reported to the Knox County Schools Transportation Department so that it may

be repaired in a timely manner. Contractors will be responsible for the replacement cost of any lost or maliciously damaged radio equipment. Although this equipment will be installed on the Contractor's vehicle, it will remain the property of Knox County Schools. Before a vehicle is removed from service by the Contractor, KCSTD must be notified and provided a reasonable time frame to uninstall the equipment or to have it uninstalled.

4.19 **RANDOM DRUG AND ALCOHOL TESTING:** All persons driving under this Contract and all persons performing Safety-Sensitive Functions (see Section 4.23) in relation to this Contract shall be included in a random drug and alcohol testing pool managed by the KCSTD. Although those persons are not employees of Knox County Schools, all testing shall be conducted in accordance with Knox County Board of Education Policy G-210. All persons providing services under this Contract are required to comply with the stipulations of that policy.

4.20 **REPORTING OF SERVICES:** The Contractor(s) shall submit a daily summary of provided services to the KCSTD through email. The summary shall be submitted on a Microsoft Excel formatted template provided by the KCSTD. A monthly invoice shall be submitted for services rendered in a format determined by the KCSTD.

4.21 **REQUIRED REPORTING:** The Contractor(s) shall inform the KCSTD of any and all civil or criminal violations or charges; accusations of sexual harassment, sexual assault, child abuse, or child endangerment; and traffic citations or moving violations for all drivers on the eligibility roster within 24 hours of their occurrence.

4.22 **ROUTING AND SCHEDULING:** KCSTD will determine the method and manner of the transportation services delivered under this Contract. This includes all routing determinations, locations at which students are served, the time at which students are picked up and dropped off, the order in which students are picked up and dropped off, the path traveled between pick up points, the configuration of the vehicle (consistent with the specifications laid out in this Contract), or any other parameters KCSTD deems necessary to the successful transport of students. At KCSTD's discretion, it may provide routes for the Contractor to run, work with the Contractor to establish routes, delegate to the Contractor the construction of routes, or any combination thereof.

4.23 **SAFETY-SENSITIVE FUNCTION:** Safety-sensitive functions include, but are not limited to:

- All time at a Contractor's terminal, facility, garage, parking location, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- All time inspecting equipment as required by all applicable Laws, Rules, and Regulations, requirements include herein this Contract, inspecting, servicing, or conditioning any motor vehicle at any time;
- All time spent at the driving controls of a motor vehicle in operation;
- All time spent providing services and performing pursuant to this Contract;
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

The Contractor(s) and all of their employees or subcontractors performing safety-sensitive functions shall be included on the Driver Eligibility Roster. All individuals meeting criteria as a participant in a safety-sensitive function shall be included and participate in the alcohol and substance abuse program (see Section 4.19).

4.24 **STUDENT INTERACTION:** The vendor(s) must have effective policies in place regarding appropriate interaction between Contractor's employees and students and to train all employees regarding appropriate interaction with students. Contractor further agrees to provide to the Knox County Board of Education with copies of policies developed and documentation that these policies have been communicated to all employees upon request.

4.25 **STUDENT-ON-STUDENT HARASSMENT OR DISCRIMINATION:** Contractor agrees to inform the administration of the school(s) served and the KCSTD of any instances of student-on-student harassment or discrimination that occurs on the vehicle. If Contractor(s) fails to inform the administration of the school(s) served and the transportation office of any instances of student-on-student harassment or discrimination the vendor knew about, or should have known about, Contractor agrees to indemnify and defend the board and its agents and employees from any costs, losses, damages or judgments rendered against the board for such student-on-student harassment or discrimination. The Contractor(s) will be deemed to have known about student-on-student discrimination or harassment if vendor or vendor's employee observed such student-on-student discrimination or harassment.

4.26 **VIDEO CAMERA SYSTEMS:** The Knox County Schools Transportation Department may, at its discretion, install or have installed on each vehicle operated under this agreement a video camera system compatible with the camera system utilized by the KCSTD. Knox County Schools will have sole access to this system and any and all video captured by it by will be the property of Knox County Schools. Neither the Contractor nor their drivers shall at any time attempt to access this camera system or the video it captures. The Contractor shall ensure this equipment is functional and properly maintained.

Any damage to or degradation of the equipment shall be immediately reported to the Knox County Schools Transportation Department so that it may be repaired in a timely manner. Contractors will be responsible for the replacement cost of any lost or maliciously damaged camera equipment. Although this equipment will be installed on the Contractor's vehicle, it will remain the property of Knox County Schools. Before a vehicle is removed from service by the Contractor, KCSTD must be notified and provided a reasonable time frame to uninstall the equipment or to have it uninstalled.

SECTION V PROPOSAL FORMAT

The following guidelines should be followed when responding to the Request for Proposal. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposals. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. The County reserves the right to amend the Request for Proposal by addendum prior to the final date of proposal submission. **PROPOSERS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.**

- Knox County requests proposals be in sufficient detail to address all requirements.
- The County requests responses be submitted in a three-ring binder containing sections separated by tabs. **Do not submit spiral bound or glued responses.**
- Please submit one (1) marked original and one (1) exact copy.
- Proposers shall also submit an exact copy of the original proposal on a Flash drive. **This shall be in one (1) complete pdf file. Do not include multiple folders on the Flash drive.**
- Page numbers should be placed on bottom center of pages.

TAB I **COVER LETTER**

Include cover letter authorizing the submission of the proposal signed by the principal of the company.

TAB II **COMPANY PROFILE**

Company Name, Address, Telephone Numbers and Email Addresses
Contact name(s) and information
Proposer's Vendor Number as assigned by Knox County
Knox County Business License (if applicable)
Employer Identification Number (EIN)
Brief History of Organization
Will you accept E-commerce for payment? Will you allow Cooperative Procurement?
Acknowledgement of the receipt of any Addendum issued

TAB III **AVAILABLE RESOURCES (35 POINTS)**

Proposers are to state the number of vehicles available for this service. Include a complete description of each of the vehicles associated with the delivery of services. Describe the Cellular Communications capabilities of each vehicle.

Proposers are to state the number of eligible drivers and submit a personnel roster and resumes of all key personnel who will be involved in the delivery of services under this Contract. Contractor must list each individual's full name, address and driver's license number. If awarded a contract, Contractor may be required to submit each individual's Social Security Number (SSN) to be used for background checks.

Describe how the organization handles staff absenteeism. Describe the organization's dress code policy.

TAB IV **QUALIFICATIONS & EXPERIENCE (25 POINTS)**

In narrative form, describe your organization's qualifications and experience in a manner that effectively demonstrates comprehensive understanding and willingness to comply with all of the requirements detailed in Section IV (Scope of Work) of this RFP. At a minimum, include:

- The number of years that your organization has been in business
- A description of your organization's post-accident testing procedures
- An overview of how your organization collects and maintains information for Driver Files
- A sample daily summary report
- A description of your organization's Student Interaction policies
- A description of your organization's Student-On-Student Harassment or Discrimination reporting procedure

TAB V **PROPOSED COSTS (40 POINTS)**

Contractor is to provide a pricing schematic based on a flat rate per travelled mile for distance between origination location and destination. Contractor must clearly state any charges for additional passengers. Contractor must clearly state any applicable minimum charges or any other charges for their proposed service. Use the template provided as Attachment A (Pricing).

Contractors may submit additional information detailing any alternative pricing schematics that may be utilized by Knox County Schools, but at a minimum, Contractors must submit pricing as requested per Attachment A.

NOTE: This tab will be reviewed after the other sections of the vendor's proposal have been reviewed and scored. Failure to submit pricing as requested per Attachment A may result in a vendor being deemed non-responsive.

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 Proposal. 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 B)
- Insurance Checklist (Attachment C)
- Criminal History Check Affidavit (Attachment D)
- Iran Divestment Act/ No Boycott of Israel (Attachment E)

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
PRICING
REQUEST FOR PROPOSAL NUMBER 3655

Regularly Scheduled Flat Rate per Mile (Non-Call-In Service)	$_____ per mile
Flat Rate per Mile (Call-In Service Monday thru Friday 6AM-6PM)	$_____ per mile
Flat Rate per Mile (Call-In Service Monday thru Friday 6PM-10PM and Saturday 6AM-10PM)	$_____ per mile
Charges for Additional Passengers	$_____ per passenger
Minimum Charge (if applicable)	$_____ per trip
Additionally, Contractors are asked to provide prices for the sample trips outlined below, inclusive of any applicable additional passenger charges, minimum charges, and/or other charges. Please provide a breakdown of cost by each route as well as a total cost per scenario.	
<u>Scenario 1:</u> Route A: 3528 Laurel View Rd. to Whittle Springs Middle School (1 student) Route B: 1219 Pilleaux Dr. to Powell Elementary School (1 student) 1219 Pilleaux Dr. to Powell Middle School (1 student) (Note: 2 students total) Route C: 2544 Byington Solway Rd. to West High School (2 students)	Route A: $_____ per trip Route B: $_____ per trip Route C: $_____ per trip Total Cost for Scenario 1: $ _____
<u>Scenario 2:</u> Route A: Pickup 1: 9314 Smoky Row Rd. (1 student) Pickup 2: 1119 Andrew Johnson Highway (1 student) Pickup 3: 3308 Mine Rd. (1 student) Pickup 4: 6210 Cardwell Rd. (1 student) Drop-Off: Gibbs Middle School (4 students)	Total Cost for Scenario 2: $ _____
<u>Scenario 3 (11:30 AM):</u> Route A: Farragut High School to Goodwill Industries, 5412 Pleasant Ridge Rd. (2 students)	Total Cost for Scenario 3: $ _____
<u>Scenario 4:</u> Route B: 103 Ithaca Ln., Oak Ridge, TN 37830 to Cedar Bluff Elementary School (1 student)	Total Cost for Scenario 4: $ _____

Note: Contractors may submit additional information detailing any alternative pricing schematics that may be utilized by Knox County Schools, but at a minimum, <u>Contractors must submit pricing as requested per Attachment A</u>. Please attach additional pages if necessary. Failure to submit pricing as requested per Attachment A may result in a vendor being deemed non-responsive.

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3655

Vendor Name: _____

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. 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 list Knox County Government or Knox County Schools as a reference.

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

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: _____ Fax Number: _____

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: _____ Fax Number: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 3655

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	$ 1,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 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	$2,000,000	
NO		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-VII or better or its equivalent.

21. *Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.*

22. 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.

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

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 D
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3655

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: _____

ATTACHMENT E
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSALS NUMBER 3655

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: _____

EXHIBIT A
Sample Contract
Knox County Government
and
(Contractor Name)

This Contract, made and entered into by and between the Knox County Government, hereinafter referred to as the "County" and (Contractor Name) hereinafter referred to as "Contractor".

Whereas, the County requested proposals for School Transportation Services for Knox County Government and Knox County Schools (Request for Proposals #3655) and;

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

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposal, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposal specifications and the Contractor's proposal and 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;
Arises

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of July 2025 and ends upon the 30th day of June 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a two-year (2) award. Upon the mutual agreement of the vendor and the County, the award may be extended for three (3) 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 with the vendor.

2. Payment. Contractor warrants that the pricing shall remain firm for the initial two (2) year period. At the end of the first two (2) year period, and pursuant to the renewal terms in Paragraph 1, the Contractor may request price increases for each subsequent renewal. Price increases will only be given at the renewal time and must remain in effect for the next one (1) year term. No price increases will be given during the term of a Contract. The County shall pay Contractor the amount as agreed upon in the County's Request for Proposal for School Transportation Services per the Contractor's response to Request for Proposal #3655 and negotiations; 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. Invoicing and reporting requirements. Contractor shall invoice the County for School Transportation Services pursuant to Request for Proposal #3655.

TBA

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

Should the Contractor fail to provide School Transportation 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 thirty (30) business days of notification of the problem. 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 one hundred twenty (120) days' 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.

SAMPLE

5. Appropriations. In the event no funds are appropriated by the County for the School Transportation 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.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that the 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 School Transportation Services, 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 the County.

10. 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 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 form.

11. Right to inspect. The 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 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.

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 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.

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, agents, or employees.

15. Delivery. Contractor shall render the School Transportation Services for the County in accordance with Request for Proposal #3655.

16. 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.

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

SAMPLE

18. 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 #3655
B. Contractor's Response to Request for Proposal #3655

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 copy on the day and year last 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**

Date:_____

KNOX COUNTY GOVERNMENT

_____ **GLENN JACOBS**
MAYOR – Signature **MAYOR**

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE
CONTRACT NO._____ **KNOX COUNTY, TENNESSEE**
APPROVED AS TO LEGAL FORM

_____ _____
LAW DIRECTOR – Signature **LAW DIRECTOR – Printed Name**

Date:_____

VENDOR

_____ _____
AUTHORIZED SIGNATURE **VENDOR – Printed Name**

CONTRACTOR
COMPANY NAME

Date:_____

SAMPLE

Knox County Procurement Division
Addendum I to RFP No. 3655
School Transportation Services

Addendum Date: **April 30, 2025**

Buyer: **Rachel Cabrera**

Closing Date: **May 8, 2025**

Pages: **Twenty-Two (22)**

The following is for clarification:

Question 1: Are the services requested primarily on an “on call” basis?

Answer 1: The bulk of services will be scheduled but call-in services will make up a significant minority of the total.

Question 2: Is this service for regular home to school fixed routes?

Answer 2: Yes.

Question 3: If fixed route service, please provide copies of current routes.

Answer 3: Routes will change between now and the initiation of service, the examples in the RFP give an idea of the types of service we’re looking for.

Question 4: Does the District prefer vehicles that are FMVSS compliant for home to school transportation services?

Answer 4: Yes.

Question 5: Please provide a copy of the Transportation Handbook referenced in 4.14

Answer 5: School Bus Handbook (The School Bus Handbook can be found on the left side of the Knox County Schools Transportation Department Page https://www.knoxschools.org/Page/17300.)

Question 6: Can the District provide a copy of the current fleet listing including year, make, model, seating capacity/configuration and number of lift required vehicles being used for this service?

Answer 6: No lift vehicles are currently being used for this service, but the district is interested in exploring that possibility. All vehicles must meet Knox County Schools Shuttle Specifications.

Question 7: Is there a minimum/maximum age criteria for vehicles?

Answer 7: No.

Question 8: Are current vehicles equipped with GPS by the District?

Answer 8: Yes.

Question 9: Are current vehicles equipped with radios by District?

Answer 9: Yes.

Question 10: Are current vehicles equipped with cameras by District?

Answer 10: Yes.

Question 11: Would the District prefer proposals to include GPS, radios and cameras?

Answer 11: No, all vehicles will be required to use district provided GPS, radios, and cameras.

Question 12: Please provide school bell times.

Answer 12: Elementary and some specialty programs: 7:45-2:45, Middle and High Schools and other special programs: 8:30-3:30, Specialty High Schools: 9:30-4:30

Question 13: Will the District accept proposals based on hours per day, and guaranteed number of days and vehicles?

Answer 13: The district is only interested in proposals utilizing a per mile cost.

Question 14: Please provide any wage/benefit information the district may have for current drivers.

Answer 14: All drivers are employees of private contractors; the district has no information about their wage and/or benefit packages.

Question 15: Do current contractors utilize a central facility for dispatch, vehicle parking and maintenance?

Answer 15: All those functions are contractor-specific and not governed or facilitated by the district.

Question 16: How many of the on-demand call-in trips has the district seen on average per month over the past year?

Answer 16: Approximately 20-30 per month, with more clustered at the start of the school year.

Question 17: What is the average mileage per trip?

Answer 17: It varies enough that an average per trip is not a descriptive number. Some trips are 3 miles long, others are 50 miles, depending on the needs of the district.

Question 18: Are we permitted to submit our standard driver qualifications along with a sample list of local drivers, with the understanding that the final list may be subject to change based on district demand?

Answer 18: Yes, but all drivers will be required to meet the requirements of the Knox County Schools Eligibility Roster. It is conceivable that drivers who meet your standard driver qualifications will also meet many of those necessary to be included on the Eligibility Roster, but the district will evaluate that on a case-by-case, driver-by-driver basis.

Question 19: What is the current per-mile rate being offered?

Answer 19: $2.15 per mile, $2.25 per mile, $2.50 per mile

Question 20: Which transportation provider(s) are they currently utilizing?

Answer 20: City Shuttle, RPM Transit, Inc., McConkey Transportation Inc.

Question 21: Do the current vendors have any type of minimum cost or initial cost associated with the rides or do they only charge the mileage rate per ride?

Answer 21: Each vendor has a minimum cost per rider, and RPM Transit charges an initial cost upon beginning a route.

Question 22: Would the District be open to considering bids from supplemental transportation solutions utilizing sedans and SUVs?

Answer 22: Yes.

Question 23: Can the District please allow for digital submission (e.g. by email or portal upload, or similar)?

Answer 23: No

Question 24: Can the District please allow the use of verified e-signatures for this submission?

Answer 24: Yes

Question 25: Can the district please confirm if this solicitation is open to small vehicle alternative transportation providers that utilize Sedans, SUVs and minivans to transport students?

Answer 25: Please see answer 22.

Question 26: Can the district please confirm how often the call-in services mentioned on p.11 have been utilized throughout the current school year?

Answer 26: Please see answer 16.

Question 27: Can the district please confirm what type of vehicles are currently being utilized to provide this type of transportation?

Answer 27: Primarily SUV's and minivans.

Question 28: Can the district please confirm their current provider and rates?

Answer 28: See Answer 19 and Answer 20.

Question 29: Can the district please provide their current vendor's cancellation fee and policy?

Answer 29: Our current vendors do not have cancellation fees or policies.

Question 30: Will the district allow for contract negotiations post RFP?

Answer 30: There are some provisions that are nonnegotiable. See Section 3.14 and 3.22.

Question 31: Can the district please clarify if they intend to award one or multiple providers as part of this RFP?

Answer 31: See Section 1.5.

Question 32: Is this RFP intended to supplement or replace existing contracts with current vendors?

Answer 32: This RFP is to replace existing contracts.

Question 33: Can the district please confirm if they intend 1 or multiple vendors? If multiple, can you please confirm how many?

Answer 33: See Section 1.5.

Question 34: Could the district share the historical Liquidated Damages that they've assessed to their current provider(s)?

Answer 34: It has not been necessary to assess Liquidated Damages during our current contract.

Question 35: Can the district please confirm if vendors are required to supply safety equipment such as vests or harnesses? If yes, how many students currently require this type of equipment?

Answer 35: The district will supply all necessary specialized student transportation equipment.

Question 36: Can the district please confirm what software they are using to manage their bus routing?

Answer 36: Edulog.

Question 37: Can the district please clarify if the intent of 4.16 Global Positioning System (p.12) is to integrate the awarded vendor's software and GPS system with their current GPS system for yellow buses? If awarded, we would provide the district with our tracking and scheduling software that includes GPS and allows district staff and caregivers/parents to track rides in real time.

Answer 37: Use of district-provided GPS, camera, and radio systems will be a requirement for working for the district. Any vendor unwilling to do so will be deemed non-responsive to the RFP.

Question 38: Would the district be open to a complete list of the drivers and vehicles following award and prior to start of service at a mutually agreed upon time?

Answer 38: The district is open to any drivers that meet the qualifications and stipulations for inclusion on the Knox County Schools Eligibility Roster and any vehicles that meet the Knox County Schools Shuttle Specifications.

Question 39: Currently, there is only 1 class per month AND a minimum of 3 people required before a class can be scheduled for potential new drivers. Is there a different process that has been developed that we can expect for the new contract period that will produce a more manageable timeline to help us provide service for the high demand and fluctuation of this contract?

Answer 39: The district will work with vendors to the greatest extent possible to expedite onboarding of new drivers.

Question 40: RFP states that all safety employees are to be listed on our roster for random drug screenings. What would the process be from your perspective if a mechanic or tech failed? Is there a moratorium on their return and what has to be completed for that person to return to service?

Answer 40: Violations of drug and alcohol testing policy will be handled on a case-by-case basis.

Question 41: Can you tell us for sure that the Board is requiring the 2mil umbrella going forward (or more) so we know how to adjust our pricing?

Answer 41: The district does not anticipate the insurance requirements changing but cannot categorically or unilaterally guarantee that for the life of the contract. The pricing should reflect the insurance requirements. If amendments to a contract are desired, both parties would need to agree to those amendments.

Question 42: Please clarify if you would like 1 original printed proposal, 1 exact printed copy of the proposal, and 1 exact copy on USB, or is 1 original print and 1 exact copy via USB sufficient?

Answer 42: Please submit one (1) original hard copy, one (1) exact copy and a USB with one PDF file on the proposal.

Question 43: Per Pg. 10, section 4.1 regarding daily vehicle mileage between 50-150 miles per vehicle, can the district please provide the average mileage per one way route?

Answer 43: See answer 17.

Question 44: Who is the current Vendor(s)?

Answer 44: See answer 20.

Question 45: What is the current vendor(s) rates?

Answer 45: See answer 19.

Question 46: Are there any service-related items that the district is trying to address/improve with this RFP?

Answer 46: Not specifically, no.

Question 47: Is it required for bidders to provide call-in service?

Answer 47: Any vendor unwilling to provide call-in service should specify that in their response in Section V behind Tab VII.

Question 48: How will participation in the call-in service be valued/weighted in regard to proposal evaluations?

Answer 48: The district is interested in working with vendors who can offer unexpected or emergency service with little notice. While not offering this type of service is not disqualifying, it will be a part of a vendor's evaluation.

Question 49: Section 4.19 - Random Drug and Alcohol Testing- Who is responsible for the costs associated with enrollment in the testing program managed by the KCSTD?

Answer 49: There is no cost for enrollment into the KCSTD testing program, it is a requirement for working with the district.

Question 50: Section 4.19 - Random Drug and Alcohol Testing- Who is responsible for the costs associated with the tests performed by the testing program managed by the KCSTD?

Answer 50: Vendors are responsible for pre-employment testing, KCSTD will pay for random and post-accident testing.

Question 51: What's the minimum number of routes you will award? Will it be 40 routes to one vendor?

Answer 51: See Section 3.33.

Question 52: Does the district provide a facility?

Answer 52: No.

Question 53: Who performs routing duties currently?

Answer 53: KCSTD.

Question 54: What software is used for routing?

Answer 54: Edulog.

Question 55: Will you use your GPS or the vendors? If it's the district uses their GPS, what system do you use?

Answer 55: District GPS units will be used, made by Zonar.

Question 56: Will the district use its cameras or the vendors? If the district uses theirs, what camera system do you use?

Answer 56: District cameras will be used, made by REI.

Question 57: Will the district use its radios or the vendors?

Answer 57: District radios will be used, made by Motorola.

Question 58: If the district provides the three options above, will you let us propose our technology?

Answer 58: No.

Question 59: What is the estimated volume of extracurricular trips (Athletic and Field trips) for the school year? Include: number of trips, hours and miles billed, total cost for the year

Answer 59: Extracurricular trips are booked directly with schools/groups and not through KCSTD – those trips are not a part of this RFP.

Question 60: What are the estimated summer School transportation needs? Include: number of routes and number of days operated

Answer 60: This solicitation will not go into effect until summer programming for 2025 will already have ended. Summer programming for 2026 is yet to be determined.

Question 61: Are you currently experiencing a driver shortage?

Answer 61: Yes.

Question 62: How many monitors are required?

Answer 62: Monitors are district-provided and the number fluctuates.

Question 63: Will you provide the starting rate and wage range, and salary range for drivers, monitors, and mechanics?

Answer 63: All transportation provided to Knox County Schools is contracted. Wages and salaries vary by contractor and are not the purview of the district.

Question 64: Please provide a complete list of all routes with start and end times and/or driver hours for the day and mileage. The list should include: Route type (Regular or Special Needs), Midday Shuttles (how many and times), vehicle size, aide or monitor required, special equipment needed (Wheelchair lift, Air Conditioning, Star-Seat)

Answer 64: Routes have not yet been determined for the coming year.

Question 65: How many school days?

Answer 65: 177

Question 66: Can we propose a daily route cost instead of a per-mile cost?

Answer 66: See answer 13.

Question 67: When will you award?

Answer 67: As expeditiously as possible.

Question 68: When will the contract start?

Answer 68: The County cannot guarantee an exact start date.

Question 69: Page 23, Contract, No. 1 states that the initial term will be from July 1, 2025 to June 30, 2026. However, that same provision states that County intends to issue a 2-year contract and Page 6, Section 3.5 also states the contract will be for two years. Can the district please clarify?

Answer 69: Page 23 is a Sample Contract. Per Section 3.5 the Contract will be two (2) years with the option to renew upon mutual consent of both parties for three (3) additional one (1) year options. The Contract could be extended for a possible total of five (5) years.

The following questions were answered using the additional information attached:

Question 70: Can the district please provide historical and/or estimated information on the following:

- Average number of riders per vehicle per one-way trip
- Number of one-way trips per month
- Average mileage per one-way trip
- Total trip mileage per month

Answer 70: Please see Additional Information-Attachment A Sample Invoice and Attachment B Previous Invoices.

Question 71: Per Pg. 13, section 4.20, please elaborate and provide an example of what a daily summary of provided services report would entail.

Answer 71: Please see Additional Information- Attachment A Sample Invoice.

Question 72: Please provide a 3-month of actual billing invoices demonstrating how the contract rates are applied.

Answer 72: Please see Additional Information- Attachment B Previous Invoices.
End of Addendum I

Note: Addendum must be acknowledged in Section V Tab II of the proposal.

Rachel Cabrera
Senior Buyer, Knox County Procurement

Attachment A

Sample Invoice(This is an example of an invoice submitted from one vendor based on the operation of one vehicle for three days.)

Date	Student	Address	School	AM Miles	PM Miles	Total Miles per Day	Per $2.50	Fuel Index	Index x Mileage	* Daily Total	RY/ Ridgedale Alt	Totals	Wkly Totals
3/3/2025			Dogwood Elem	5.9	6.3	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Dogwood Elem	6	6	12	$ 30.00	$ -	$ -	$ 30.00			
			Dogwood Elem	8	8.1	16.1	$ 40.25	$ -	$ -	$ 40.25			
			Dogwood Elem	12.2	0	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Richard Yoakley	0	11.5	11.5	$ 28.75	$ -	$ -	$ 28.75	$ 15.00		
			Richard Yoakley	6.3	0	6.3	$ 15.75	$ -	$ -	$ 15.75			
			Richard Yoakley	0	0	0	$ -	$ -	$ -	$ -			
			Richard Yoakley	2.9	0	2.9	$ 7.25	$ -	$ -	$ 7.25			
			Richard Yoakley	0	2.6	2.6	$ 6.50	$ -	$ -	$ 6.50			
			Richard Yoakley	1	1	2	$ 5.00	$ -	$ -	$ 5.00			
			Richard Yoakley	7.2	8.7	15.9	$ 39.75	$ -	$ -	$ 39.75			
				49.5	44.2	93.7	$ 234.25	0	0	$ 234.25	$ 15.00	$ 249.25	
3/4/2025			Dogwood Elem	5.9	6.3	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Dogwood Elem	6	6	12	$ 30.00	$ -	$ -	$ 30.00			
			Dogwood Elem	8	8.1	16.1	$ 40.25	$ -	$ -	$ 40.25			
			Dogwood Elem	12.2	0	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Richard Yoakley	0	11.5	11.5	$ 28.75	$ -	$ -	$ 28.75	$ 15.00		
			Richard Yoakley	6.3	8.3	14.6	$ 36.50	$ -	$ -	$ 36.50			
			Richard Yoakley	3	0	3	$ 7.50	$ -	$ -	$ 7.50			
			Richard Yoakley	2.6	0	2.6	$ 6.50	$ -	$ -	$ 6.50			
			Richard Yoakley	0	2.6	2.6	$ 6.50	$ -	$ -	$ 6.50			
			Richard Yoakley	1	1	2	$ 5.00	$ -	$ -	$ 5.00			
			Richard Yoakley	7.2	8.7	15.9	$ 39.75	$ -	$ -	$ 39.75			
				52.2	52.5	104.7	$ 261.75	0	0	$ 261.75	$ 15.00	$ 276.75	
3/5/2025			Dogwood Elem	5.9	6.3	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Dogwood Elem	6	6	12	$ 30.00	$ -	$ -	$ 30.00			
			Dogwood Elem	8	8.1	16.1	$ 40.25	$ -	$ -	$ 40.25			
			Dogwood Elem	12.2	0	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Richard Yoakley	0	11.5	11.5	$ 28.75	$ -	$ -	$ 28.75	$ 15.00		
			Richard Yoakley	6.3	0	6.3	$ 15.75	$ -	$ -	$ 15.75			
			Richard Yoakley	3	1.5	4.5	$ 11.25	$ -	$ -	$ 11.25			
			Richard Yoakley	2.6	0	2.6	$ 6.50	$ -	$ -	$ 6.50			
			Richard Yoakley	0	2.6	2.6	$ 6.50	$ -	$ -	$ 6.50			

Attachment B- Previous Invoices

RPM Transit, Inc.

INVOICE

RPM Transit, Inc.

Date: 1/5/2025
Customer ID: SPED Service

TO:
Knox County School Transportation Department
Attn: Ryan Dillingham
PO Box 2188
Knoxville, TN 37901
865-594-1550

JOB
SPED Shuttle Service for 2024-2025 Program

PAYMENT TERMS
Due on receipt

	Date	Shuttle #40	Shuttle #40B	Shuttle #41	Shuttle #42	Shuttle #202
Week 17	12/2/2025	$321.00	$230.00	$230.00	$269.75	$304.00
	12/3/2025	$321.00	$0.00	$230.00	$269.75	$321.50
	12/4/2025	$319.25	$230.00	$230.00	$269.75	$304.00
	12/5/2025	$319.25	$0.00	$230.00	$259.25	$321.50
	12/6/2025	$305.25	$0.00	$230.00	$250.50	$283.00
Week 18	12/9/2025	$302.25	$0.00	$230.00	$259.25	$316.75
	12/10/2025	$319.25	$0.00	$232.75	$259.25	$321.50
	12/11/2025	$319.25	$230.00	$232.75	$303.00	$321.50
	12/12/2025	$305.25	$0.00	$230.00	$299.50	$273.00
	12/13/2025	$319.25	$0.00	$232.75	$299.50	$322.50
Week 19	12/16/2025	$309.25	$0.00	$230.00	$299.25	$321.50
	12/17/2025	$319.25	$0.00	$230.00	$299.25	$321.50
	12/18/2025	$319.25	$0.00	$230.00	$299.25	$304.00
	12/19/2025	$311.25	$0.00	$230.00	$292.00	$264.50
	12/20/2025	$280.25	$0.00	$230.00	$245.00	$230.00
	Sub Total:	$4,690.25	$690.00	$3,458.25	$4,174.25	$4,530.75

Lonsdale Elementary	12/9/2025	$50.00
	12/10/2025	$50.00
	12/16/2025	$50.00
	12/17/2025	$50.00
	Subtotal	$200.00

TOTAL DUE: **$17,743 50**

Make all checks payable to RPM Transit, Inc.

RPM Transit, Inc.

INVOICE

RPM Transit, Inc.

Date: **2/5/2025**
Customer ID: **SPED Service**

TO:
Knox County School Transportation Department
Attn: Ryan Dillingham
PO Box 2188
Knoxville, TN 37901
865-594-1550

JOB
SPED Shuttle Service for 2024-2025 Program

PAYMENT TERMS
Due on receipt

	Date	Shuttle #40	Shuttle #41	Shuttle #42	Shuttle #202
Week 20	1/6/2025	$245.00	$230.00	$254.25	$230.00
	1/7/2025	$245.00	$230.00	$254.25	$230.00
	1/8/2025	$245.00	$230.00	$254.25	$230.00
	1/9/2025	$245.00	$230.00	$253.25	$230.00
	1/10/2025	**Snow Day**			
	1/13/2025	**Snow Day**			
Week 21	1/14/2025	$272.75	$230.00	$265.00	$230.00
	1/15/2025	$284.50	$230.00	$265.00	$230.00
	1/16/2025	$283.50	$230.00	$265.00	$230.00
	1/17/2025	$283.50	$230.00	$298.00	$230.00
	1/20/2025	**MLK Day**			
Week 22	1/21/2025	$276.00	$230.00	$298.75	$230.00
	1/22/2025	$276.00	$230.00	$292.50	$230.00
	1/23/2025	$277.00	$230.00	$298.00	$230.00
	1/24/2025	$275.50	$230.00	$298.00	$230.00
Week 23	1/27/2025	$282.50	$230.00	$305.25	$230.00
	1/28/2025	$283.50	$230.00	$265.75	$230.00
	1/29/2025	$282.50	$230.00	$267.25	$230.00
	1/30/2025	$282.50	$230.00	$273.75	$230.00
	1/31/2025	$282.50	$230.00	$273.75	$230.00
	Sub Total:	$4,622.25	$3,910.00	$4,682.00	$3,910.00

Lonsdale Elementary	1/6/2025	$50.00
	1/7/2025	$50.00
	1/14/2025	$50.00
	1/21/2025	$50.00
	1/27/2025	$50.00
	1/28/2025	$50.00
	Subtotal	$300.00

TOTAL DUE: **$17,424 2 5**

Make all checks payable to RPM Transit, Inc.

RPM Transit, Inc.

INVOICE

RPM Transit, Inc.

Date: 3/3/2025
Customer ID: SPED Service

TO:
Knox County School Transportation
Department Attn: Ryan Dillingham
PO Box 2188
Knoxville, TN 37901
865-594-1550

JOB
SPED Shuttle Service for 2024-2025 Program

PAYMENT TERMS
Due on receipt

	Date	Shuttle #40	Shuttle #41	Shuttle #42	Shuttle #202
Week 24	2/3/2025	$283.41	$230.65	$306.25	$250.09
	2/4/2025	$283.41	$230.65	$298.97	$230.64
	2/5/2025	$283.41	$230.65	$300.98	$230.62
	2/6/2025	$284.41	$230.65	$306.25	$230.31
	2/7/2025	$275.63	$230.65	$301.23	$230.62
Week 25	2/10/2025	Sick Days			
	2/11/2025				
	2/12/2025	$274.37	$230.65	$346.41	$342.96
	2/13/2025	$275.63	$230.65	$346.41	$342.96
	2/14/2025	$275.63	$230.65	$346.41	$277.95
Week 26	2/17/2025	Student Holiday			
	2/18/2025	$263.58	$230.65	$346.41	$253.10
	2/19/2025	Snow Days			
	2/20/2025				
	2/21/2025	$245.18	$230.65	$316.54	$261.38
Week 27	2/24/2025	$263.58	$230.65	$316.54	$261.63
	2/25/2025	$263.58	$230.65	$305.50	$275.44
	2/26/2025	$264.59	$230.65	$311.77	$261.38
	2/27/2025	$263.58	$230.65	$311.77	$264.14
	2/28/2025	$274.37	$230.65	$308.26	$261.38
	Sub Total:	$4,074.36	$3,459.75	$4,769.70	$3,974.60
Lonsdale Elementary	2/24/2025			$50.00	
	2/25/2025			$50.00	
	Subtotal			$100.00	

TOTAL DUE:	$16,378.41

Make all checks payable to RPM Transit, Inc.

McConkey Transportation

Invoice DECINV24
Date: January 24, 2025
Invoice #: DECINV24
Customer ID: knoxschools

To: Ryan Dillingham
KCS Transportation
P.O. Box 2188
Knoxville, TN. 37901
865-594-1550

Date	Description	Daily Total	Weekly Total
SPECIAL	VISION	$ 1,600.00	$ 1,600.00
12-16-24		$ 160.70	$ 160.70
12-2-24		$ 4,947.77	
12-3-24		$ 5,075.78	
12-4-24		$ 5,041.31	
12-5-24		$ 5,114.50	
12-6-24		$ 5,114.50	$ 25,293.85
12-9-24		$ 5,083.90	
12-10-24		$ 5,081.37	
12-11-24		$ 5,081.37	
12-12-24		$ 5,029.86	
12-13-24		$ 5,039.86	$ 25,316.34
12-16-24		$ 5,057.20	
12-17-24		$ 5,057.20	
12-18-24		$ 5,057.20	
12-19-24		$ 5,057.20	
12-20-24		$ 5,057.20	$ 25,285.98
12-19-24	Driver Training- Cathy Collins	$ 108.00	
12-19-25	Driver Training - Sandra Foster Anderson	$ 108.00	
			$ 77,656.86
		Total Due	**$ 77,872.86**

Make all checks payable to: McConkey Transportation

Thank you for your business!

McConkey Transportation

Invoice: JANINV25
Date: February 28, 2025
Invoice #: JANINV25
Customer ID: knoxschools

To: Ryan Dillingham
KCS Transportation
P.O. Box 2188
Knoxville, TN. 37901
865-594-1550

Date	Description	Daily Total	Weekly Total
CLASS	CLASS	$ 648.00	$ 648.00
SPECIAL	VISION	$ 2,400.00	$ 2,400.00
1-6-25		$ 5,671.98	
1-7-25		$ 5,671.98	
1-8-25		$ 5,583.75	
1-9-25		$ 5,798.46	$ 22,726.15
1-14-25		$ 5,985.12	
1-15-25		$ 5,944.62	
1-16-25		$ 5,944.62	
1-17-25		$ 6,474.00	$ 24,348.34
1-21-25		$ 6,037.74	
1-22-25		$ 6,023.20	
1-23-25		$ 6,187.02	
1-24-25		$ 6,215.07	$ 24,463.03
1-27-25		$ 6,624.09	
1-28-25		$ 6,594.00	
1-29-25		$ 6,624.09	
1-30-25		$ 6,821.97	
1-31-25		$ 6,740.37	$ 33,404.52
		$ 107,990.04	$ 107,990.04
		Total Due	**$ 107,990.04**

Make all checks payable to: McConkey Transportation

Thank you for your business!

McConkey Transportation

Invoice FEBINV25
Date: April 9, 2025
Invoice #: FEBINV25
Customer ID: knoxschools

To: Ryan Dillingham
KCS Transportation
P.O. Box 2188
Knoxville, TN. 37901
865-594-1550

Date	Description	Daily Total	Weekly Total
SPECIAL	VISION	$2,100.00	$2,100.00
2-3-25		$6,952.75	
2-4-25		$6,952.75	
2-5-25		$6,952.75	
2-6-25		$6,827.07	$27,685.32
2-7-25		$6,573.64	
2-12-25		$6,565.40	
2-13-25		$6,579.82	
2-14-25		$6,579.82	$26,298.68
2-18-25		$6,528.31	
2-19-25		$6,555.10	
2-20-25		$6,506.15	
2-21-25		$6,506.15	$26,095.71
2-24-25		$6,506.15	
2-25-25		$6,506.15	
2-26-25		$6,506.15	
2-27-25		$6,506.15	
2-28-25		$6,506.15	$32,530.75
		$114,710.46	$114,710.46
		Total Due	**$114,710.46**
12-Feb	Trans U Mini	**Melody Reynolds**	**$108.00**
12-Feb	Trans U Mini	**Jochlyn Clabo**	**$108.00**
		Invoice Total	**$114,926.46**

Make all checks payable to: McConkey Transportation

Thank you for your business!

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

SPED INVOICE		
DATE OF SERVICE		AMOUNT
2-Dec		$ 775.00
3-Dec		$ 740.53
4-Dec		$ 720.53
5-Dec		$ 683.20
6-Dec		$ 748.33
9-Dec		$ 652.03
10-Dec		$ 757.34
11-Dec		$ 664.59
12-Dec		$ 740.90
13-Dec		$ 768.98
16-Dec		$ 760.43
17-Dec		$ 775.22
18-Dec		$ 653.89
19-Dec		$ 686.32
20-Dec		$ 404.34
Total		$ 10,531.63

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

NON SPED INVOICE

DATE OF SERVICE		AMOUNT
2-Dec		$ 2,285.03
3-Dec		$ 2,467.37
4-Dec		$ 2,447.64
5-Dec		$ 2,394.03
6-Dec		$ 2,455.43
9-Dec		$ 2,529.75
10-Dec		$ 2,445.30
11-Dec		$ 2,471.56
12-Dec		$ 2,133.91
13-Dec		$ 2,486.43
16-Dec		$ 2,179.92
17-Dec		$ 2,335.77
18-Dec		$ 2,277.40
19-Dec		$ 2,374.46
20-Dec		$ 1,322.95
Total		$ 34,606.95

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

NON SPED INVOICE

DATE OF SERVICE		AMOUNT
6-Jan		$ 2,270.30
7-Jan		$ 2,082.85
8-Jan		$ 2,193.78
9-Jan		$ 2,069.04
10-Jan	Closed due to weather	$ -
13-Jan	Closed due to weather	$ -
14-Jan		$ 2,076.84
15-Jan		$ 2,153.11
16-Jan		$ 2,076.01
17-Jan		$ 1,839.05
20-Jan	MLK day	$ -
21-Jan		$ 2,064.55
22-Jan		$ 1,719.06
23-Jan		$ 2,021.79
24-Jan		$ 2,132.08
27-Jan		$ 2,094.59
28-Jan		$ 2,206.08
29-Jan		$ 2,159.91
30-Jan		$ 2,156.34
31-Jan		$ 2,073.82
Training		$ 162.00
Total		$ 35,551.20

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

SPED INVOICE

DATE OF SERVICE		AMOUNT
6-Jan		$ 495.45
7-Jan		$ 718.76
8-Jan		$ 763.67
9-Jan		$ 732.21
10-Jan	Closed due to weather	$ -
13-Jan	Closed due to weather	$ -
14-Jan		$ 727.80
15-Jan		$ 733.11
16-Jan		$ 715.26
17-Jan		$ 757.45
20-Jan	MLK day	$ -
21-Jan		$ 603.70
22-Jan		$ 671.57
23-Jan		$ 747.37
24-Jan		$ 710.96
27-Jan		$ 782.05
28-Jan		$ 740.40
29-Jan		$ 574.78
30-Jan		$ 695.30
31-Jan		$ 715.08
Total		$ 11,884.92

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

SPED INVOICE		
DATE OF SERVICE		AMOUNT
3-Feb		$ 607.82
4-Feb		$ 742.43
5-Feb		$ 711.10
6-Feb		$ 667.45
7-Feb		$ 724.72
10-Feb		$ 324.97
11-Feb		$ 255.58
12-Feb		$ 722.17
13-Feb		$ 787.71
14-Feb		$ 677.86
18-Feb		$ 800.94
21-Feb		$ 373.36
24-Feb		$ 652.24
25-Feb		$ 697.87
26-Feb		$ 707.36
27-Feb		$ 714.41
28-Feb		$ 776.70
Total		$ 10,944.68

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

NON SPED INVOICE

DATE OF SERVICE		AMOUNT
3-Feb		$ 2,122.65
4-Feb		$ 1,897.62
5-Feb		$ 2,030.93
6-Feb		$ 2,077.44
7-Feb		$ 1,915.58
10-Feb	Closed due to sickness	$ -
11-Feb	Closed due to sickness	$ -
12-Feb		$ 2,112.53
13-Feb		$ 2,199.13
14-Feb		$ 2,271.90
18-Feb		$ 1,920.06
21-Feb		$ 2,174.99
24-Feb		$ 2,256.27
25-Feb		$ 2,303.03
26-Feb		$ 2,590.49
27-Feb		$ 2,422.60
28-Feb		$ 2,388.35
Training		$ 54.00
Total		$ 32,737.56



FIRSTalt



Knox County Schools

RFP 3655 School Transportation Services

Due May 8, 2025 at 2:00 PM

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Tab I
Cover Letter



May 5, 2025

Rachel Cabrera
Senior Buyer
Knox County Procurement Division
1000 North Central Street Suite 100
Knoxville, TN 37917

Dear Rachel Cabrera,

First Student's alternative transportation division, First Alt®, is pleased to submit a proposal to Knox County and Knox County Schools in response to your RFP #3655 School Transportation Services. The accompanying executive summary and proposal documents outline the many ways we will use our expertise to meet your requirements and organizational goals with a customized approach.

First Alt® is part of the nation's largest student transportation company, First Student. Transporting more than 500,000 special needs students each day, First Student is the leader in special needs transportation. That expertise along with the most experienced management team in alternative transportation, brings a level of knowledge and experience no other alternative transportation company can match. Our management and technology approach to alternative student transportation ensures that all students, including students with special needs and students experiencing homelessness, get to school safely and on time in the hands of caring, consistent drivers.

We understand your decision regarding alternative student transportation services has an impact on many stakeholders, and we have developed this proposal with each of them in mind. We welcome the opportunity to meet with district administration, evaluation committee and/or school officials to discuss our proposal in further detail.

Thank you for providing First Alt® this opportunity. Please feel free to contact me directly if you have any questions regarding our proposal.

Sincerely,



Gregg Prettyman
Vice President, First Alt®
760-405-7171
Gregg.Prettyman@firststudentinc.com

Tab II
Company Profile



FIRST student

Executive Summary





First Alt® is committed to a long-term partnership with Knox County and Knox County Schools and supporting your strategic goals. We believe excellence in education starts with transportation and with a strong safety focus, adaptive and responsive routing, and well-trained, professional drivers. This level of excellence can only be delivered by a provider with significant experience with student transportation operations.

Your students come first in every decision you make. Each day, districts across North America trust First Alt® to transport their students to and from school. Over the past century, we have developed relationships based on a common approach to student care. Together we will establish the core tenets of our mutual philosophy – ensuring every student achieves to their highest level. First Alt® knows the communities we serve, and we care for their children like a trusted family member.

First Alt® at a Glance

The Proven Solution

Over 100 years of providing customer-focused solutions

Student-Centric

Caring for the students we serve is our First priority.

Recognized Leader

Chosen and trusted by more districts in North America than any other student transportation provider.

Operational Excellence

Data-driven metrics ensure we proactively modify and adapt to ever-changing needs to elevate district transparency and deliver on our goals.

Award-Winning Safety

The only school transportation company recognized as a safety leader by the Campbell Institute and awarded the National Safety Council's Green Cross for Safety medal.

Environmental Stewardship

Alternative fuel, electrification strategies, and operational solutions that lower emissions, provide greater efficiency, and improve passenger experience.

Proprietary Technology

Seamlessly connected technology connects the bus, route, and student, which elevates safety and gives districts and parents greater visibility and control.

Diversity & Inclusion

Since we serve the most diverse communities in North America, we attract, engage, and develop a workforce that reflects the students, customers, and communities we serve.

Awards & Certifications



Technology





Electrification







Operations







First Alt®'s Proposal Includes:

- Operational Excellence
- Customer Service Team
- Recruitment & Retention of Drivers
- A Dedicated Routing Team
- Award-Winning & Industry-Leading Safety Program
- Proprietary HALO™ Technology Platform – including parent and district apps
- Most experienced Alternative Student Transportation team in the industry



Operational Excellence & Customer Service

Valuable experience gained from serving districts like Knox County Schools has allowed us to refine our understanding of developing and maintaining strong operational standards that truly set us apart from the competition. With more than 40 years of experience, we have more expertise with school districts than any other provider. Recently, our contributions were recognized by the National School Transportation Association, which selected us for their 2023 Go Yellow, Go Green Award, and the National Contractor of the Year Award. School Transportation News also gave First Student the Green Bus Fleet Award in 2023 for our leadership in electrification.

Our proposed operations team includes:

- **Blake Smith - Director, Operations East**
- **Hugo Donis – Location Manager**
- **Emily Smith – Client Services**



GREGG PRETTYMAN

Vice President, First Alt®
760.405.7171
Gregg.Prettyman@firststudentinc.com

To learn more about your local and regional support teams, please refer to the Company Background and Performance Capability sections.

Award-Winning & Industry-Leading Safety Program

Safety is a way of life at First Student, and it is the top priority of the 61,000+ employees working to deliver the best start and finish to the school day. Districts that partner with us gain an entire safety organization dedicated to making safety a core value for all team members. Safety isn't what we do; it is who we are. That is why we are the only school transportation company to receive the National Safety Council Green Cross for Safety®, the highest award for safety in North America.

We are also the first ground transportation company to be accepted into the Campbell Institute, a globally recognized thought leader for world-class knowledge on keeping people safe and responsibly stewarding the earth's valuable resources.

For more information on our Safety Program, please refer to the Safety and Training section.



Proprietary Technology Platform

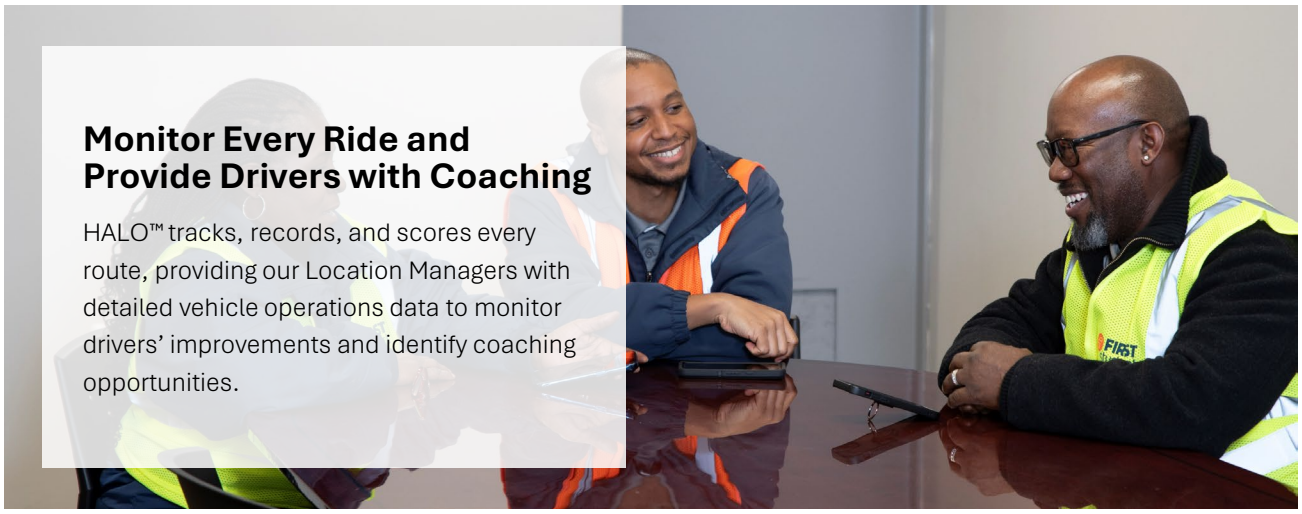
HALO™, First Student's proprietary technology platform, connects all the people and systems involved in transporting students. The HALO™ platform connects all aspects of our operations, from recruiting, training, routing, dispatching, vehicle telematics, student ridership, and maintenance to provide a 360º view of each trip.

All parties involved in transportation have simple dashboards and apps to enable communication and provide transparency all the way down to the student rider.



HALO™ is an award-winning integrated technology platform. Fueled by artificial intelligence, it provides insights and analytics to help us continually improve our promise to provide the best experience for all our student passengers.

HALO™ has been recently awarded Forrester's 2024 Technology Strategy Impact Award for how our platform has used tech to drive our business goals. In addition, HALO™ has also been awarded T-Mobile's Unconventional Award for the way our bus connectivity has improved school bus behavior and student experience.



Monitor Every Ride and Provide Drivers with Coaching

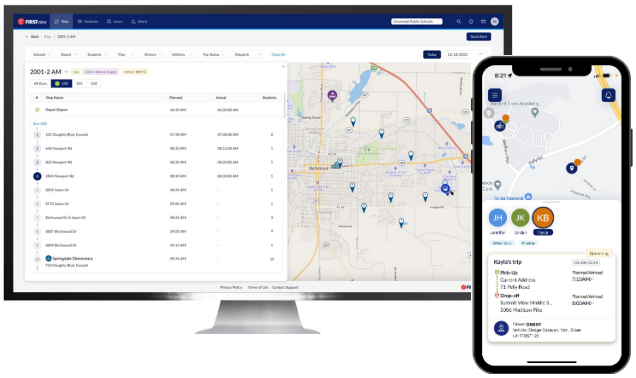
HALO™ tracks, records, and scores every route, providing our Location Managers with detailed vehicle operations data to monitor drivers' improvements and identify coaching opportunities.

Provide Parents Peace of Mind with First View®

While on the road, parents, caregivers, and students can easily track our vehicles with our vehicle tracking app, First View®, powered by HALO™. Once downloaded, the app allows for monitoring multiple students, customizable distance notifications, and district alerts in multiple languages with live support.

View Your Entire Fleet with First View®

District personnel can see the whole picture with our vehicle tracking dashboard, powered by HALO™. This solution provides a complete fleet view and allows personnel to drill down to the route and stop level to always know where every vehicle is.



Our pricing fully encompasses all the cost structures of the RFP specifications, along with factoring in the appropriate costs to continue to attract and retain drivers in the current labor market with the current economic headwinds we are all facing.

After a thorough review of bid specifications, we believe we can offer the best and most competitively priced solutions for Knox County Schools.

A detailed breakdown of our price proposal can be found in the Pricing Overview section of this proposal.



Contract Start Date

Under the current scenario, our services would begin July 1, 2025. Alternate start dates are available if your district makes an award earlier or requires additional time to finalize your decision.

Invoicing

We accept contract customer payments via ACH/EFT (E-Commerce) via banking institution and live check submission to the AR lockbox. We do not accept credit card payments from Contract customers due to the large processing fees associated with the large payments. We utilize JPMC Chase to compile and submit all receipts and remittance details that are received with an ACH and/or live check as well as the AR team receives remittance details into our shared Outlook e-mail box.

Received Addendum

We acknowledge receipt of School Transportation Services RFP #3655 Addendum I, dated 4/30/25.

Contract Terms & Suggested Language

Our proposal assumes that, based on the RFP #3655 and this submission, Knox County Schools and First Alt® sign a mutually acceptable contract for a 2-year term. Subsequent to the award and any additional negotiation, our legal team will work with your legal representative to create a mutually agreeable contract.

For notes on suggested language to the RFP and Contract, please refer to the Contract Suggestions section.

Cooperative Procurement

First Student will allow Cooperative Procurement

First Alt® is the right choice for Knox County Schools



As students navigate their way from childhood into adulthood, they depend on us to keep them safe. Families throughout the Knox County community count on Knox County Schools to educate, nourish, and protect their children. No matter how old they are, it's not easy to hand your child over to someone else's care. Knox County Schools is dedicated to ensuring that families can feel confident their students are in good hands. In turn, you need a transportation provider you can trust to make sure your students have a safe start and finish to each school day.

For over 100 years, First Student has refined our operation and developed a proven method of student safety operations and industry-leading solutions. By providing exceptional student transportation services and positively impacting your students' and families' experiences, we enable Knox County Schools to focus on your core mission – To provide excellent and accessible learning opportunities that empower all students to realize their full potential.

I look forward to further discussing our proposal and how our capabilities can help strengthen your transportation program. Should you have any questions, please do not hesitate to contact me.



BLAKE SMITH

Manager, Operations East, First Alt®
734.740.1264
Blake.Smith@firststudentinc.com

FIRST student

Company Background





One Billion
Student Trips Completed in 2024

As the largest and most trusted student transportation provider, we are a proven solution. First Student has a century of history, experience, and dedicated service that showcase our commitment to student safety, parent trust, and school district partnerships across the country. We deliver industry-leading transportation solutions tailored to our district partners' specific needs, supported by cutting-edge technology that improves operations.

Knox County Schools is looking for more than a partner with extensive technology offerings, streamlined operations, and a professional staff with over 40 years of experience in the industry. You need a partner you can trust who shares your commitment to caring for the children that fill your classrooms — one who seeks to build a relationship around a shared goal of caring for your students. We are that partner. The well-being and potential of the children we transport have always been the pulse of our business. While our district customers continuously recognize our dedication and care, they recently rated our service with an impressive 9.2 out of 10 for caring for the students we serve (Customer Survey School Years 2022/23 and 2023/24).

First Student is trusted by more districts like Knox County Schools than any other provider. We move beyond daily operations and deliver on your community's needs – now and in the future.

Recognitions and Awards

In addition to being a trusted partner to our districts, we're also celebrated by our peers. In 2023, the National School Transportation Association (NSTA) named First Student its Contractor of the Year for our leadership in innovation, safety, and operational excellence. We have developed several programs to improve the student transportation experience, including our one-of-a-kind First Serves® special education program and First Alt®, our alternative transportation program. We are also leaders in sustainability efforts, with a robust school bus electrification division and several initiatives to lower our emissions. With First Student, Knox County Schools has a truly first-in-class partner for its student transportation.











First Student has also received numerous other awards, including School Transportation's News' Green Bus Fleet award for our electrification milestones. We are the only student transportation provider to receive the National Safety Council's Green Cross for Safety. We are also members of the Campbell Institute, a recognized leader in environmental, health, and safety (EHS) initiatives. These awards demonstrate our obsession with driving the industry forward into a safer, cleaner future.

Company Overview

First Student's History

Our company's history traces back to 1913 when Frank A. Patchett rallied his limited resources to develop a transportation solution for his rapidly growing community of Newman, California. Patchett attached bench seats, wood paneling, and a roof to the frame of a Ford Model-T, creating a preliminary design that would go on to become the yellow school bus we know and love today.

Over the years, First Student has acquired several companies with dedicated people and resources who have helped to broaden our reach and hone our trade, creating a curated powerhouse focused on the safety of students. We now serve over 1,330 school districts across the continent.

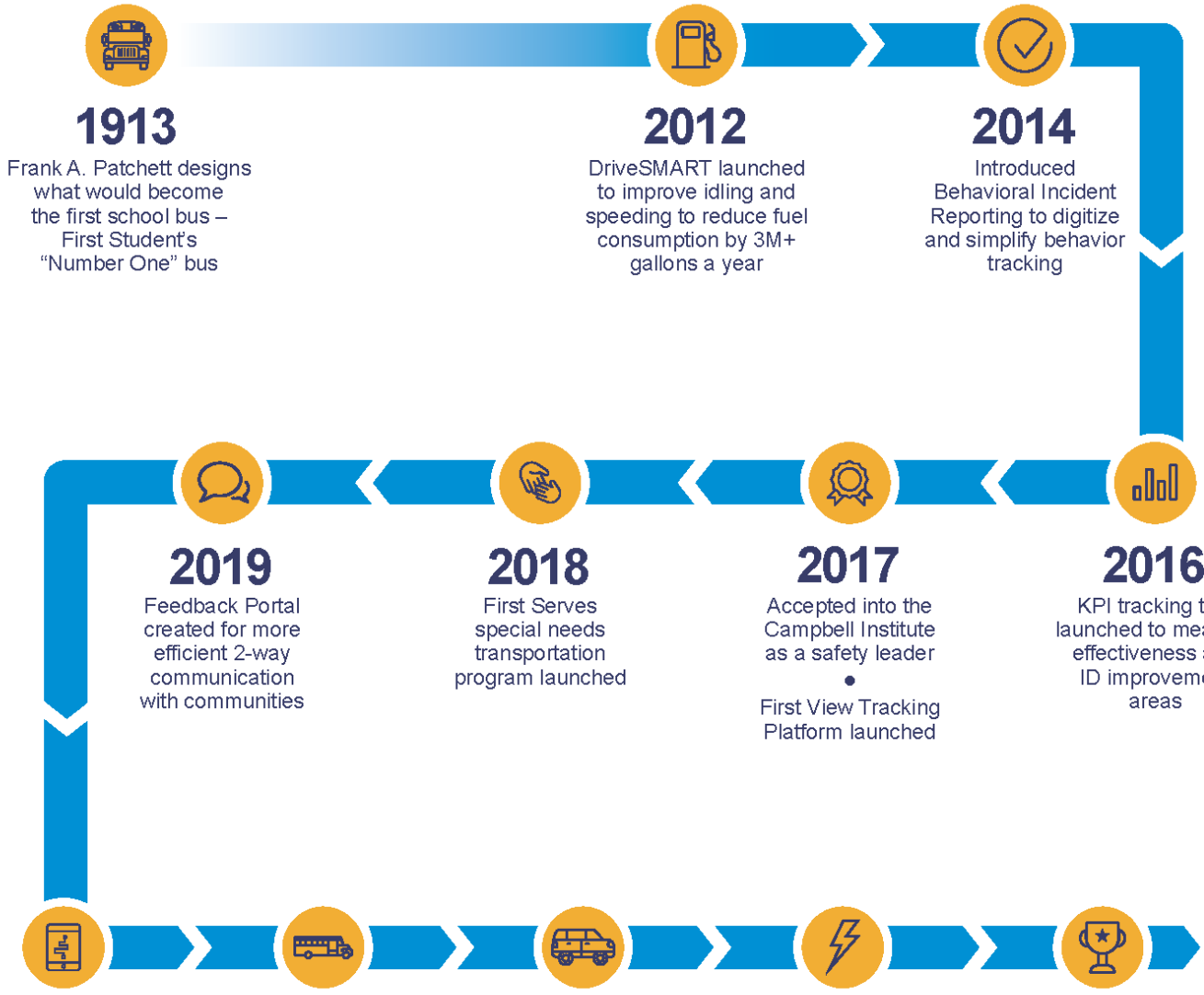
Today, we follow Patchett's example by using our resources to create innovative transportation solutions for communities big and small, putting students first and listening to our District partners as we continue to raise the bar for the entire industry. Other companies may claim to be modernizing the industry but lack the experience to implement effective solutions that drive real, lasting change. Their so-called "modern" solutions look nice on paper, but in practice are impractical for most school districts.

That is why First Student strongly believes in innovation with a purpose. Our breadth of experience in the industry empowers us to drive the industry into the future with effective, practical innovations for our partners. Our wide network of resources and our long history in the industry mean we develop and implement truly modern solutions for our customers that actually work.

That is why more school districts across North America choose First Student over any other provider for their student transportation needs.

FIRSTstudent

A HISTORY OF INNOVATION & CARING



1913
Frank A. Patchett designs what would become the first school bus – First Student's "Number One" bus

2012
DriveSMART launched to improve idling and speeding to reduce fuel consumption by 3M+ gallons a year

2014
Introduced Behavioral Incident Reporting to digitize and simplify behavior tracking

2016
KPI tracking tool launched to measure effectiveness and ID improvement areas

2017
Accepted into the Campbell Institute as a safety leader

•

First View Tracking Platform launched

2018
First Serves special needs transportation program launched

2019
Feedback Portal created for more efficient 2-way communication with communities

2020
Driver Tablets introduced to drive efficiency, performance and safety

2021
Driver Scoring launched to monitor and identify driver coaching opportunities

2022
First Alt launched to provide alternative transportation for students with special transportation needs

2023
First Student drives 2 million miles with the largest fleet of electric school buses in the world

2024
Won Forrester 's Technology Strategy Impact Award for innovative technology integration

•

First Charge EV infrastructure solution launched helping First Student surpass 4 million EV miles

5.5 MILLION STUDENT JOURNEYS A DAY

*First Student moves **more passengers per day than all U.S. airlines combined***

61,000+ EMPLOYEES

*Enough people to **fill every seat at Chicago's Wrigley Field***

46,000 FLEET VEHICLES – THE LARGEST FLEET IN THE INDUSTRY

1,330 CUSTOMERS

525 MILLION MILES DRIVEN PER YEAR

*Could travel to **Mars 3 times***

#1 2023 NSTA NATIONAL CONTRACTOR OF THE YEAR

1 BILLION STUDENT JOURNEYS COMPLETED EVERY YEAR

94% OF OUR CUSTOMERS RECOMMEND US

FIRST student AT A GLANCE

30,000 ELECTRIC SCHOOL BUSES BY 2035

19,000+ SCHOOLS

5 MILLION ELECTRIC SCHOOL BUS MILES DRIVEN

100+ ASE BLUE SEAL CERTIFIED SHOPS

2024 FORRESTER TECHNOLOGY IMPACT AWARD

#1 2024 ACT EXPO ELECTRIC FLEET AWARD

700+ QUALIFIED TECHNICIANS who hold over **3,300 ASE CERTIFICATIONS**

*More than anyone **across all vehicle maintenance industries** and more than **all student transportation companies combined***

545 LOCATIONS in 43 STATES + 8 CANADIAN PROVINCES

At First Student, satisfying customers begins

with our commitment to high standards of excellence. We are continuously learning and proactively applying best practices. Our success can be summarized by the following achievements:

Student-Centric Partnership Model

A First Student partnership is one focused on safety and dependability. All aspects of our operations ensure quality care for students and proactive support for our district partners.

Safety

We're proud to be the only school transportation company to have been invited to the prestigious Campbell Institute – Center of EHS Excellence and to have been awarded the National Safety Council (NSC) Green Cross for Safety medal.

Operational Excellence

To achieve operational excellence within your transportation system, we leave nothing up to chance. We use interactive, proprietary tools and disciplined processes to help your students along their journey through the school day. With this approach, our locations have advanced 11 out of 12 key metrics, including a 95% on-time performance rate and a 99% preventative maintenance compliance rate.

Environmental and Social Responsibility

We provide sustainable solutions and contributes to the improvement of the communities we serve. Since 2018, we have reduced our carbon dioxide emissions by 33.3%, nitrogen oxide emissions by 39.6%, and our PM2.5, or small particulate matter, emissions by 47.9%. We continue to employ a variety of strategic environmental efforts to further improve these numbers and reduce our impact on the environment.

Customer and Community Partnership

Our students and communities are at the heart of all we do; we invest in local employees who clearly share this core value. Our dedication to the community is recognized and respected by our district partners – 95% of them have reported that they would recommend a partnership with First Student.

Innovation

We are driving the future of student transportation through the forward-thinking culture we've developed over our 100 years in the industry. From our early adoption of onboard GPS technology to our recent development of the Driver Scoring Program, which helps our managers provide individualized driver performance coaching, we continuously innovate through programs, tools, and processes.

Diversity and Inclusion

We are committed to attracting, engaging, and developing a diverse workforce that reflects the students, customers, and communities we serve. Our Diversity and Inclusion Council underpins our commitment by fostering an inclusive environment where different backgrounds are not only represented but valued and respected. We're proud that the First Student workforce is more diverse than the United States overall workforce, as reported by the Bureau of Labor Statistics.*

Technology

First Student's proprietary technology platform simplifies transportation, improves overall quality, creates new efficiencies for districts, and provides a direct line of communication between First Student, districts, and parents. As an industry leader in technology implementation, we've employed GPS-powered reporting tools, Child Check-Mate System®, and our bus tracking app, First View®, to name a few.

Transparency and Accountability

Your entire transportation team gains service visibility and access to reporting tools when you choose to partner with First Student. To meet your expectations and deliver on our promises, we measure key performance indicators daily, weekly, and monthly. Our customers rate us a 9 out of 10 for being a company they can trust, a score we have earned by closely tracking performance and proactively communicating.

Student Experience

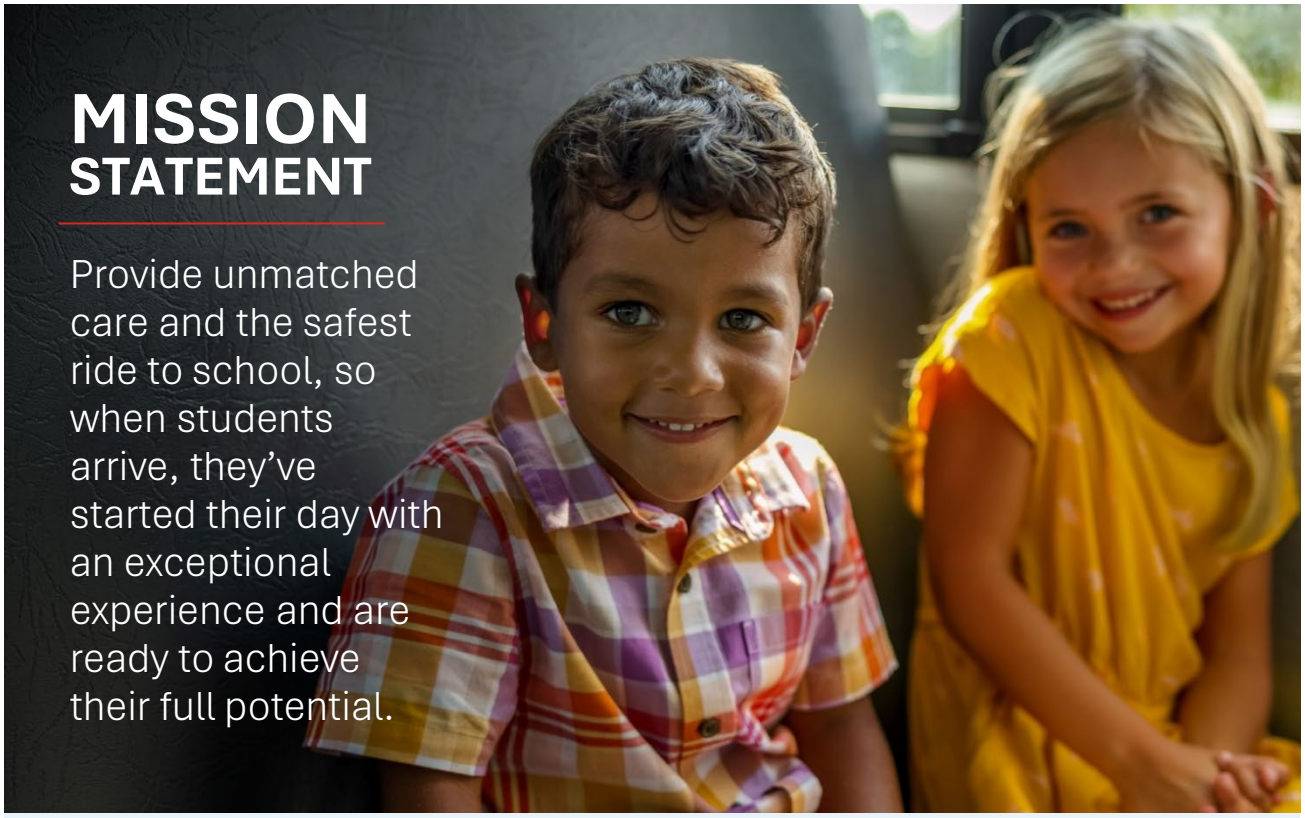
We are committed to providing an exceptional transportation experience for each of our passengers. In our most recent customer survey, our districts provided us with an average score of 9.2 out of 10 on our commitment to caring for their students. Part of our effort to deliver on this commitment has been to implement PBIS training (positive behavioral interventions and support), extending your student's classroom experience onto the bus.

*Per our self-reported employee survey

Driven by our mission and values,

we are a customer-centric organization with an unwavering commitment to the communities we serve.

Knox County Schools mission is “To provide excellent and accessible learning opportunities that empower all students to realize their full potential.” We will work with you throughout our partnership to support and uphold your fundamental mission.



MISSION STATEMENT

Provide unmatched care and the safest ride to school, so when students arrive, they’ve started their day with an exceptional experience and are ready to achieve their full potential.

VALUES

Focus on Safety
Safety is at the heart of everything we do

Care for our Students
Ensure our vehicles are welcoming and trusted places where students feel comfortable and secure

Surpass Customer Expectations
Go the extra mile to deliver an extraordinary experience for our customers and communities

Foster Teamwork
Work together, act with integrity, respect each other, champion diversity, and inclusion

Set the Highest Standards
Continually seek a better way to do things with innovation, sustainable practices, financial discipline, commercial excellence, and operational excellence

Trusted by more than 19,000 schools across

North America, our partners range from small, rural districts to some of the largest school districts in the nation, such as Chicago Public Schools, Wichita School District, and Buffalo Public Schools. For large and small school districts alike, we offer tailored, cost-effective solutions spanning full-service transportation, and management, special needs transportation, alternative transportation, route optimization, maintenance, and charter services. Our 545 locations expertly operate 46,000 buses to provide the best start and finish to each school day for the students and families we serve.

Corporate Headquarters:

First Student, Inc.
191 Rosa Parks Street, 8th Floor
Cincinnati, Ohio 45202

Proposal Contact:

Gregg Prettyman
VP of Alternative Transportation
760.405.7171
Gregg.Prettyman@firststudentinc.com

Classification:

Corporation
Incorporated in Delaware, 1983

Federal ID #:

59-2364035

Knox County Vendor #:

86335

Regional Leadership:

Director of Operations, East: Blake Smith
Location Manager: Hugo Donis
Client Services: Emily Smith

Corporate Officers:

John Kenning, CEO & President

Joe Schwaderer, SVP of Finance

Teresa Lake, Chief Financial Officer

Mike Petrucci, SVP, General Counsel & Secretary

Seagan Robinson, Treasurer

Christina Cahall, Assistant Treasurer

Tim Lutz, Assistant Secretary

Brian Beechem, Assistant Secretary

Christa McAndrew, Assistant Secretary

Tony Vidrine, Assistant Secretary

Financial Stability

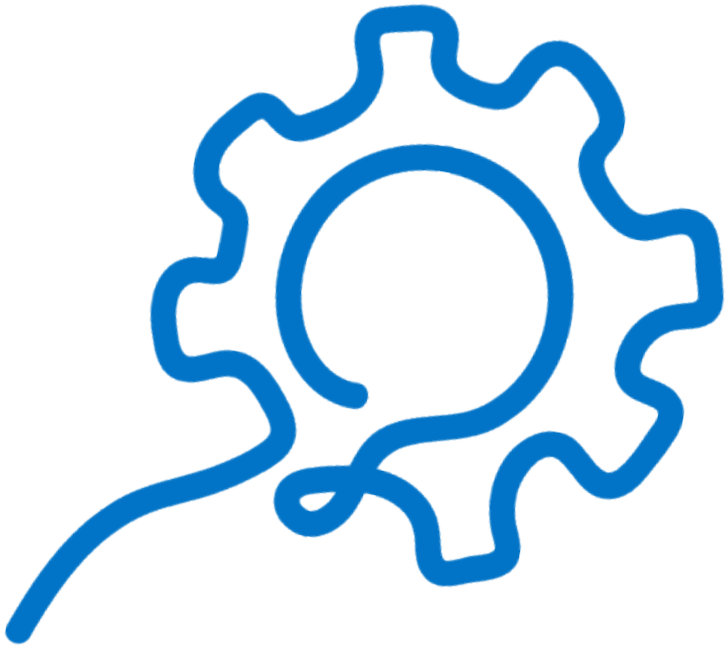
First Student, Inc. is an indirect, wholly-owned subsidiary of EQT Infrastructure V Investments S.á.r.l. (“EQT”). EQT is a purpose-driven global investment organization with EUR 126 billion in fee-paying assets under management within two business segments – Private Capital and Real Assets. EQT owns portfolio companies and assets in Europe, Asia-Pacific, and the Americas and supports them in achieving sustainable growth, operational excellence, and market leadership. More information about EQT and its family of companies can be found at www.eqtgroup.com.

Industry Associations

First Student plays an active role in several professional associations representing the student transportation industry. We take pride in working collaboratively with our colleagues to raise the standard for student transportation.

FIRST student

Performance Capability





Performance Capability

First Alt®, a division of First Student, is a complementary or stand-alone service model providing transportation to students with alternative needs. First Alt® partners with your district to provide personalized student care.

Organizational Structure

First Alt® is supported by the following departments:

- Executive Management
- Business Development
- Client Management/Client Relations
- Local Operations
- Dispatchers
- Routers
- Safety

The First Student senior leadership team

is responsible for ensuring we deliver on our promise to keep your students moving and your community prospering. To learn more about our full leadership team, visit our website at firststudentinc.com/leaders.



"We play a critical role in the lives of the millions of students we transport every day, including many of the country's most vulnerable children.

CEO and President
John Kenning

CEO and President John Kenning joined First Student in February 2022, bringing a wealth of experience managing fleet-based businesses and distributed workforces. John's career includes more than three decades of leadership experience and a proven track record of leading technological innovation, commercial excellence, and operational rigor to provide best-in-class services to customers.

Previous Employment

- Regional Chief Executive Officer of the Americas for G4S
- President of Commercial Development for OfficeMax
- President of North America commercial for ADT/Tyco International

Education

- Bachelor of Science in Marketing and Finance, Miami University



"We impact the education process by ensuring kids have a safe, reliable way to and from school. When we do that, we become more than a provider, we become a partner.

Chief Operating Officer
Dean Suhre

Chief Operating Officer Dean Suhre is responsible for all regional operations of First Student, with a focus on improving operational discipline and compliance down to the location level. Dean co-led Mission 1, an important reorganization and transformation project for First Student, which resulted in significant improvements in safety, results, customer service, and employee satisfaction. He also led the development of various technological advances and other operational improvement initiatives at First Student.

Previous Employment

- Chief Financial Officer and various other finance and operations positions for Laidlaw Education Services (acquired by FirstGroup America in 2007) and First Student

Education

- Bachelor of Science in Accounting, Southern Illinois University
- Master of Business Administration, Webster University



"First Student examines every aspect of your transportation budget, generating efficiencies and cost savings that can help keep district resources where they are most needed – in the classroom.

Chief Financial Officer
Joe Schwaderer

Chief Financial Officer Joe Schwaderer joined First Student in 2022, bringing over 20 years of experience in operational finance. Joe oversees financial activities and performance, including financial planning and analysis, treasury, tax, audit, accounting, investor relations, and capital management. He is a seasoned finance and senior business executive with a proven track record of driving margin growth and leading high-performance finance teams.

Previous Employment
- Chief Financial Officer, Americas for ISS A/S
- Chief Financial Officer, Americas for G4S PLC

Education
- Bachelor of Business in Accounting, Loyola University Chicago
- Bachelor of Arts in Economics, The Ohio State University



"I am passionate about the education process and safety of the K-12 community. It is imperative that we ensure the safety of our children by deploying industry best practices and technological innovation.

Senior Vice President of Safety
Darryl Hill, Ph.D., CSP

Senior Vice President of Safety Darryl Hill, Ph.D., CSP oversees safety for First Student. He brings 30 years of safety experience to our organization. His background spans diverse organizations, including information technology, manufacturing, engineering, and healthcare.

In addition to Darryl's professional accomplishments, he has held leadership positions within the safety industry including serving as President and member of the Board of Trustees of the American Society of Safety Engineers.

For more than 20 years, Darryl served as Adjunct Assistant Professor at Oakland University. He's written several books and articles on safety-related subjects, all published in peer-reviewed journals.

Previous Employment
- Corporate Director of Global Environmental, Health and Safety Governance, and Product Stewardship for Abbott Laboratories
- Vice President of Global Health and Safety for Johnson Controls
- Vice President of Safety and Health for ABB, Inc.

Education
- Bachelor of Science in Occupational Safety, Iowa State University
- Master of Science in Hazardous Waste Management, Wayne State University
- Doctor of Philosophy in Educational Leadership, Oakland University
- Master of Business Administration, Southern New Hampshire University



At First Student, you are working with a name you know and trust. We don't take that trust for granted.

Chief Commercial Officer
Claire Miller

Chief Commercial Officer Claire Miller oversees the overall growth strategy and customer engagement for First Student.

When Claire joined First Student in 2017, she brought more than 25 years of leadership experience across diverse operating environments that included consumer product goods (CPG), business-to-business, technical software, and the U.S. Military.

Previous Employment
- Vice President and General Manager of Consumer Tabletop for Newell Brands
- Vice President Marketing at Honeywell
- Marketing Director for Kimberly-Clark Corporation

Education
- Bachelor of Science in Economics, University of Illinois
- Master of Science in Urban Planning, University of Illinois
- Doctor of Philosophy in Regional Planning, University of Illinois



First Student leads the industry in technology innovation. Leveraging telematics, GPS, onboard tablets, digital cameras, turn-by-turn navigation, advanced analytics, and real-time communication with drivers, parents, and districts, we are able to provide unmatched care and safety for students and deliver an exceptional transportation experience.

Chief Information Officer
Sean McCormack

Chief Information Officer Sean McCormack is responsible for the company's digital strategy, information technology capabilities, technical operations, and innovations. Sean has more than 20 years of global leadership experience spanning multiple industries, including digital products, eCommerce, manufacturing, automotive, consumer packaged goods, supply chain, retail, and employment services. His career began in the armed forces, serving eight years in military intelligence. He and his teams have received the *CIO Top 100 Award and InformationWeek's Top 50 in Innovation*. He's the personal recipient of the *Business Transformation 150* and *Microsoft MVP Awards*.

Previous Employment
- Vice President of Engineering for W.W. Grainger
- Chief Digital Officer for Harley Davidson

Education
- Bachelor of Arts, The University of Texas at Austin
- Master of Business Administration, University of Wisconsin – Milwaukee



"At First Student, we do not just pride ourselves on the best-in-class maintenance to provide the safest assets on the road, but we do it for the right reasons. We do it every day with safe drivers in safe vehicles so we may transport our families safely.

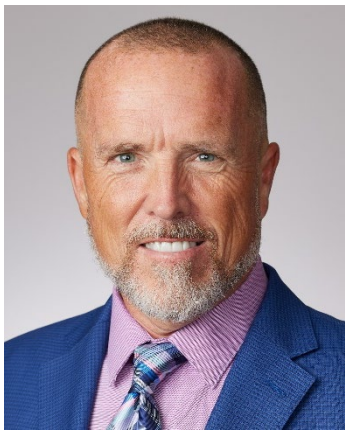
Senior Vice President of Maintenance
Todd Hawkins

Senior Vice President of Maintenance Todd Hawkins oversees management for all 500 maintenance operations for First Student. He and his staff offer technical assistance, training, and information on best practices to our maintenance operations staff while providing technical assistance as necessary to the 2,600 fleet maintenance staff.

Todd has more than 30 years of experience as a manager of maintenance. He is responsible for all First Student's maintenance activities, including school buses, transit contracting systems operating fixed-route, paratransit, trolley, shuttle, and over-the-road vehicles. Todd focuses on managing our maintenance quality assurance programs and implementing innovative methods to improve efficiency and bring accountability to our clients.

Previous Employment
- Mechanic, Assistant Supervisor and Maintenance Manager for Ryder Truck Rental

Education
- Degree in Diesel Technology, Atlanta Area Technical College



"We recognize that our employees' journey with us shapes the journey of your students. That is why we're committed to empowering and developing our teams. Together, we're driving towards excellence—one mile and one career at a time.

Chief Human Resources Officer
Geoff Gerks

Chief Human Resources Officer Geoff Gerks oversees all human resource-related functions including labor relations, talent acquisition, talent development, total rewards, HR Technology, payroll, and HR systems.

Geoff joined First Student in 2022, bringing with him over 25 years of experience in HR across diverse industries that include Coca-Cola, C.R. Bard, Brinks, and GS4/Allied Universal. He is a passionate HR leader with a proven record of success.

Previous Employment
- Chief Human Resources Officer for Allied Universal, North America
- Chief Human Resources Officer for G4S, Americas
- Senior Vice President of Human Resources at Brink's

Education
- Bachelor of Science, Georgia College and State University



“Our commitment to safety extends to the emissions from our vehicles; that is why we are committed to providing an emission-free environment for the students who ride our buses and the communities in which we operate.

Head of Electrification
Kevin L. Matthews

Head of Electrification Kevin L. Matthews is responsible for the vision and strategy that drives the development and deployment of all electrification initiatives and technologies. Kevin advocates for the environment, working in the sector for more than 30 years professionally. He is committed to assisting school districts in modernizing their fleets and ensuring cleaner transportation options for the students and communities served by First Student.

Previous Employment
- Managing Director, Sustainability Sector for National Strategies, LLC
- Director of Governmental Relations for AIG Environmental
- Senior Advisor to the Administrator of the U.S. Environmental Protection Agency

Education
- Bachelor of Science in History, Hendrix College
- Master of Public Administration, Lyndon B. Johnson School of Public Affairs at the University of Texas – Austin



“First Student is a customer-centric organization with a focus on providing the best solution for our district partners. We are continuously gathering feedback to develop additional ways to address your needs.

Senior Vice President of Business Development
George Lee

Senior Vice President of Business Development George Lee joined First Student in March 2023, bringing with him a wealth of knowledge and sales expertise in operations and business development. His balanced experience in operations and sales gives him insight into the best ways to address customers' operational needs and concerns while maintaining high-quality customer service. He utilizes technology to attain efficiencies and assist with special projects such as fleet electrification. George believes finding solutions for our customers is the key to success. He is responsible for expanding First Student’s growth opportunities across North America and leading our business development team. With more than 15 years of experience in transportation, he has a proven aptitude for delivering substantial improvements in overall strategy and business growth.

Previous Employment
- Senior Vice President of Business Development and Marketing for First Transit
- Vice President of Business Development for MV Transportation
- Special Project Manager for MV Transportation

Education
- Bachelor of Science, University of California, Davis



“First Student’s proactive risk management is a testament to our dedication to customer care. We build on our dedication to safety by offering protections that allow us to offer secure and reliable transportation services without major disruption.

Senior Vice President of Risk Management
Heather Miranda

Senior Vice President of Risk Management Heather Miranda is responsible for all of First Student’s self-insurance, external insurance, and claims handling programs in the USA and Canada. With over 22 years of experience, Heather directs, develops, and leads risk management strategies that prioritize customer safety and satisfaction. This includes advising our leaders in the field on potential risks/safety issues to better protect your students. She also oversees and ensures swift claims handling processes, fostering a secure environment for our school district partners. Heather also leads our Safety and Risk Board Committee. She joined First Student in 2021.

Previous Employment
- Vice President of Risk & Claims and Risk Management Counsel for Covenant Transport Services
- 2nd Vice President, Business Insurance Product, and Platform for Travelers
- Mid-Atlantic Claims Leader for Zurich Insurance

Education
- Bachelor of Arts in Political Science, University of Maryland Baltimore County
- Master of Business Administration, Loyola University Maryland
- Juris Doctor, University of Maryland Francis King Carey School of Law



“Driving transformational change at First Student means fostering innovation and operational excellence. We are committed to redefining the future of student transportation with a relentless focus on safety, efficiency, and community impact.

Chief Business Transformation Officer
Darrel Harris

Chief Business Transformation Officer Darrel Harris leads efforts to improve operational excellence, strategic innovation, and sustainability to enhance operational and organizational processes and efficiency for our customers, employees, and business. With over 27 years of experience in operations and business management, Darrel has successfully delivered transformation initiatives that improve customer service, boost productivity, and drive strong results.

Previous Employment
- Managing Director—District Operations for FedEx Freight
- Vice President and General Manager, CRST International
- Chief Executive Officer, Xpress Global Systems
- President & Chief Operating Officer, Yellow Corporation

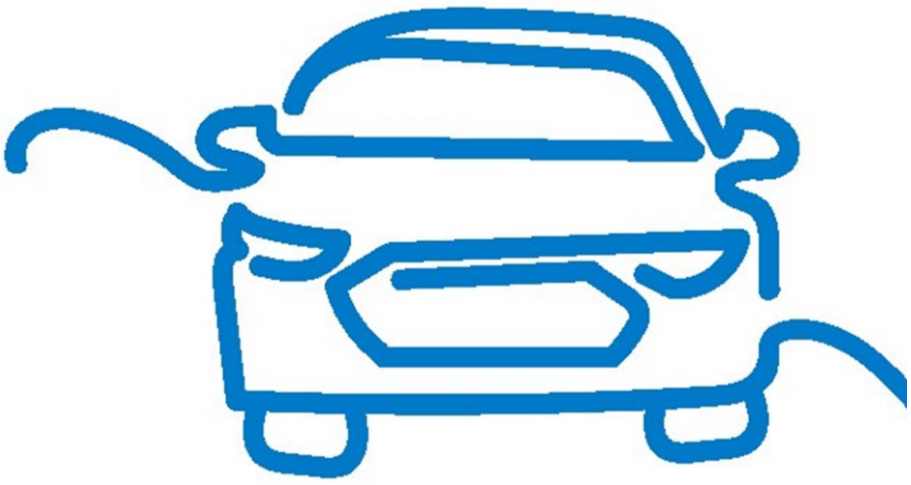
Education
- Strategic Sales Management Certification, University of Virginia Darden School of Business

Tab III
Available Resources



FIRST student

Introducing First Alt®





First Alt® is a proven entity underpinned by the

the nation's largest bus company, First Student. First Student is the leader in special needs transportation, transporting more than 500,000 special needs students each day. That expertise, along with the most experienced management team in alternative transportation, brings a level of knowledge and experience no other alternative transportation company can match.

First Student is the first and only bus company to offer a complete K-12 transportation solution. Districts can now work with one vendor to provide safe, reliable, and cost-efficient to all students regardless of their transportation needs.

First Alt® provides a cost-effective and safe transportation alternative for students, including students with special needs and students experiencing homelessness, to get to school safe and on-time in the hands of caring, consistent drivers. Our alternative transportation solution is built from a network of local transportation service providers. When you bring First Alt® on board, you aren't just offering a reliable transportation service — you're offering well-trained, professional, caring support to the students who depend on you the most.

First Alt® can meet the needs of Knox County Schools by coordinating the services of local transportation providers. Our team works closely with districts to decide upon the correct number and type of vehicles needed to serve your students most effectively.

Benefits of First Alt®:

- Supplementing bus service with subcontractors' small capacity vehicles eliminates unused capacity.
- The flexibility to expand and contract fleet to accommodate the ever-changing requirements of these student populations.
- We are committed to creating a safe, familiar, and comfortable experience for your students by consistent communication and striving to provide your families with the same professional driver every day. As a result, students spend more days in the classroom.

A Complete K-12 Transportation Solution:

Experienced Management Team

- We have the most experienced management team in alternative transportation.
- Our management team consists of highly trained, experienced, caring professionals who are enabled to support your most vulnerable students.

Technology

- First Alt® offers custom technology designed specifically for alternative transportation and its unique challenges.
- Our technology tracks every trip and every student, providing real-time updates to parents and districts.

Consistency

- We ensure all students get to school safely and on time each day, in the hands of caring, consistent drivers.
- First Alt® provides the same driver, for every student, every day.

Industry-Leading Standards

- Background and MVR Checks
  - Our contracted drivers must pass an initial background and MVR checks. Once fully onboarded, our system automatically enrolls drivers in a continuous background and MVR check monitoring program.
- Drug and Alcohol Testing
  - We apply drug testing procedures consistently throughout our organization; all drivers are compliant to pre-service, random, post-accident, and reasonable suspicion tests.
- Driver Training
  - Customized training specifically developed to help drivers work with special needs students.
  - Drivers will be trained to understand the functions of behavior and the Rage Cycle, which will help drivers relate to the students and de-escalate issues as they arise.

Prior to providing services, all vehicle operators

must have a valid driver's license for the type of vehicle being driven, successfully completed all required pre-service training, submitted to the required background and/or fingerprinting checks, demonstrated physical and mental capabilities required to carry out all assigned responsibilities, and be enrolled in a drug and alcohol testing consortium that provides for pre-employment testing as well as random, reasonable suspicion and post-accident drug and alcohol testing.

Driver Qualifications

First Alt®'s screening process for our subcontracted follows these steps:

1 Initial Review

Drivers must have the following qualifications to start the onboarding process:

- Must be 21 years of age or older unless otherwise specified by contract
- Must possess a valid driver's license in the state or province of residency
- Must provide an updated photo for driver ID
- Must have three (3) years of licensed driving experience

2 Background and Motor Vehicle Record Checks

We work with a third-party vendor, First Advantage, who provides our pre-service and ongoing checks for all drivers. Then, our Employment Standards team reviews all results to ensure drivers are compliant with federal, state, and local laws. Driver qualifications include:

Initial & Ongoing Motor Vehicle Records Check

- No more than three (3) moving violations or three (3) minor accidents in past three (3) years
- Must have three (3) years of licensed driving experience
- We also examine Motor Vehicle Records (MVRs) for any pattern of unsafe driving behaviors exhibited by a continual accumulation of minor infractions

Initial & Ongoing Criminal Records Checks

- Applicant's entire conviction history is viewed holistically
- DUI/DWI convictions may disqualify applicants from employment

3 Drug and Alcohol Testing

In addition to a pre-service drug screen, drivers are entered into a quarterly random drug testing pool and will also be tested upon reasonable suspicion or accidents. Drivers with a positive result or refusal of pre- or post-engagement, random, post-accident, or reasonable suspicion drug/alcohol test, will be disqualified.

4 State, Local, and Client Required Checks

In addition to a pre-service drug screen, drivers are entered into a quarterly random drug testing pool and will also be tested upon reasonable suspicion or accidents. Drivers with a positive result or refusal of pre- or post-engagement, random, post-accident, or reasonable suspicion drug/alcohol test, will be disqualified.

Our training equips drivers with the tools they need to understand the functions of behavior and the Rage Cycle. These behavior management tools help drivers relate to the students and de-escalate issues as they arise. In addition, we ask parents and caregivers to fill out an "All About Me" form for their student to provide the drivers a better understanding of the student's likes, dislikes, and items needed to make the student comfortable. Once a driver is fully vetted and has passed all training requirements, they are prepared to handle everything — from behavioral challenges to installing and using special needs equipment.

Driver Training

We require subcontracted drivers to complete a student transportation-specific multi-module training which includes insights from behavioral experts and testing. All these training modules are available on our First Alt® Driver App. The training also provides a set of guidelines, best practices, and tools.

Key training elements include:

- Safety & Best Practices
- Distracted Driving
- Transportation Challenges
- Preparing Students to Learn
- Diversity & Inclusion
- Characteristics of Disabilities
- Sensitivity
- Influencing Student Behavior
- Supporting Parents & Students
- Vehicle Operation, Including Specialized Equipment Such as Wheelchair Lift Operation
- Emergency, Incident, and Accident Procedures



In order to ensure the safest possible service

for your students, all vehicles will have GPS tracking and onboarding requirements.



WHEELCHAIR ACCESSIBLE VANS



SEDANS



MINIVANS



SUVs

First Alt® developed custom technology

specifically designed for alternative transportation and its unique challenges. This technology will benefit districts, parents, transportation providers, drivers, and the students they service. Our technology provides end-to-end ride visibility providing the safest ride experience for students, their families, and school districts. Dashboards alert the team to any trips running late, substitute drivers needed, and each driver and student's status. Districts and parents will also have access to these tools via a district dashboard and a parent app.



The most experienced leadership team in alternative student transportation developed our alternative transportation program at First Student. Combined, our team brings 50 years' experience to the alternative transportation space.



"*As one of the founders of the alternative transportation model, working with the most experienced team in this space, we look forward to utilizing that experience and passion to assist districts and their students who have special transportation needs.*

Vice President, First Alt®
Gregg Prettyman

Vice President of First Alt® Gregg Prettyman brings 16+ years of experience as a pioneer of the alternative student transportation model. He leads the strategy and growth of First Alt®, which currently operates in 20 states. Gregg worked with his team to build an alternative transportation service that incorporates his team's 50+ years of collective experience.

Previous Employment

- COO, ALC Schools, LLC
  - Managed 120M in revenue, 400+ district contracts across 20 states and 10K+ trips per day
  - Oversaw all aspects of operations and customer satisfaction



"*First Student is an industry leader in technology and innovation. As part of the First Alt® team, we're leveraging our years of experience in the alternative transportation industry to build transformative technology from the ground up. Together we're changing the landscape and the future of student transportation.*

Director, Product Development
Jessica Aquino

Director of Product Development Jessica Aquino is responsible for the progress and evolvement of the First Alt® technology products from conception to launch. She works closely with customers nationwide to continually add functionality based on customer and operational needs. She and her team leverage their industry experience to invigorate and continually advance the current market technology needs.

Previous Employment

- District Manager, ALC Schools, LLC
- Mid-South Area Manager, ALC Schools, LLC



Director, Operations West
Desmond Poulson

Manager Desmond Poulson is a liaison between First Student locations, customers, and the First Alt® Division of First Student. He leads and supervises teams within our West region, providing guidance and support to ensure they meet performance targets and adhere to company policies. He is also responsible for hiring, training, and managing operations and customer support teams nationally.

"Our promise is to provide maximum value for the lowest cost without jeopardizing safety and customer service. We make every decision with you and your students top of mind.

Previous Employment

- District Manager, American Logistics Company
- Area Manager, ALC Schools, LLC



Director, Operations Central
Leon Fornelli

Manager Leon Fornelli is responsible for coordinating, planning, and overseeing the safe and efficient execution of alternative transportation for many of our clients' students with special transportation needs. Leon works closely with Location Managers and school district business officials nationwide to ensure they have the resources necessary to provide safe and dependable student transportation.

"For many students, safe, reliable transportation means an education, a meal, and an opportunity to become a leader of tomorrow. That's why I am proud to work at First Student where we pride ourselves in giving students more than just a ride to school, we offer them a chance for success.

Previous Employment

- District Manager, ALC Schools, LLC
  - Managed Operations in WA, OR, and Southern CA for over 60 school districts
  - Oversaw the coordination, safety, and efficient execution of over 1200 daily trips in Seattle for students with special needs and McKinney-Vento students



> *With First Alt, we are able to provide a universal solution for districts to help get their students to and from school in the most safe and efficient way. Together we are adapting to the changing landscape of student transportation while ensuring safety and service remain our top priorities.*

Director, Operations East
Blake Smith

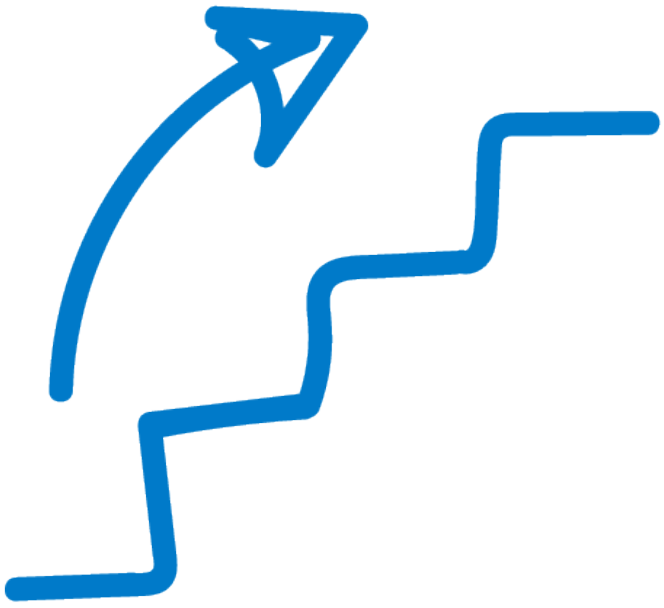
Manager Blake Smith is responsible for coordinating, planning, and overseeing the safe and efficient execution of alternative transportation for many of our clients' students with special transportation needs. Blake works closely with Location Managers and school district business officials nationwide to ensure they have the resources necessary to provide safe and dependable student transportation.

Previous Employment

- District Manager, ALC Schools, LLC
- Area Manager, EverDriven

FIRST student

Qualifications and Experience





First Alt® is the best choice for alternative solutions.

First Alt® is a division of First Student,

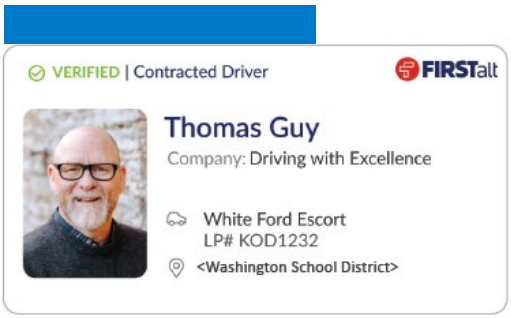
responsible for providing school districts with a safe and reliable alternative vehicle transportation option for students with special needs, students experiencing homelessness, out-of-district students, and hard-to-serve trips. Utilizing a fleet of small-capacity vehicles from qualified local transportation companies that are expertly operated and maintained, First Alt® gives school districts flexibility in their everchanging transportation program, therefore, reducing costs and freeing up resources for higher capacity trips.

In partnership with school districts, the leadership team at First Alt® thoroughly analyzes each school district's transportation program and creates the most efficient, cost-effective routes. Once routes are reviewed and finalized, First Alt® identifies qualified, local transportation providers and coordinates services using unmatched proprietary compliance, routing, and dispatching software. Before each student is transported, First Alt® guarantees routes have been reviewed, parents/guardians and school staff have been notified, and each driver has been fully vetted and trained. While students are being transported, First Alt® trip guardians will closely monitor each trip to ensure safe and timely rides to and from school and promise that if there are any delays or issues all parties will be notified quickly.

We have more experience in student transportation, and we are powered by First Student, the trusted national leader in pupil transportation. First Alt® operates with strict safety standards, has the most efficient routing techniques, and provides various types of services. First Alt® makes sure all students get to school safely and on time using the right-sized vehicle. So, whether you need a transportation solution for inefficient routing, or for students who do not fit on a bus because of location or need, First Alt® has you covered.

Who is Driving Your Students?

First Alt® partners with qualified, local transportation companies utilizing a fleet of drivers and vehicles – a mix of sedans, SUVs, minivans, and wheelchair vans – that meet all First Student and school district standards. Before transporting any students, companies and their drivers must upload compliance documentation and complete First Alt® student transportation training. First Alt® confidently confirms that all transportation providers, drivers and vehicles meet or exceed all First Alt® , state, local, and school district transportation requirements before transporting students.



DIGITAL DRIVER ID



First Alt® 's industry-first digital driver ID allows parents and school staff to see real-time verification of the driver's eligibility to service their student. The digital driver ID provides up-to-the-minute validation that the driver has been fully vetted and assigned to the specific student and trip. Parents/caretakers and staff can ask to view this digital ID before loading their students.

All contracted drivers and vehicles will also carry easy-to-identify badges and vehicle stickers allowing staff and parents to quickly identify the vehicle and driver. The First Alt® vehicle sticker will be visible on the passenger side windshield and drivers will have badges that will be easy to spot from a distance for staff and parents.



Driver Vetting

Prior to providing services, all vehicle operators must have a valid driver's license, successfully complete all required pre-service training, submit to the required background and/or fingerprinting checks, demonstrate physical and mental capabilities required to carry out all assigned responsibilities and be enrolled in a drug and alcohol testing consortium that provides for pre-employment testing as well as random, reasonable suspicion and post-accident drug and alcohol testing.

Driver Onboarding

After fulfilling the requirements above, all drivers must complete the required vehicle inspections, school district or local requirements such as physicals or TB tests as required and industry-leading First Alt® driver training that's specifically designed for drivers providing student transportation in smaller capacity vehicles.

Dress Code

All drivers representing First Alt® are required to adhere to a professional dress code. This includes wearing closed-toe shoes, long pants, and a shirt that is clean, appropriate, and professional in appearance. Drivers must also be well-groomed at all times to maintain a clean and respectful presentation while transporting students.

Driver Qualifications

First Alt® 's screening process for our subcontracted drivers is summarized in the following steps:

Initial Review

- Must be 21 years of age or older unless otherwise specified by contract
- Must possess a valid driver's license in the state or province of residency
- Must provide an updated photo for driver ID

Background & Motor Vehicle Records Checks

Initial & Ongoing Motor Vehicle Record Checks:

- No more than three moving violations or three minor accidents in past three years
- Must have three years of licensed driving experience
- We also examine Motor Vehicle Records (MVRs) for any pattern of unsafe driving behaviors exhibited by a continual accumulation of minor infractions

Initial & Ongoing Criminal Records Checks:

- Applicant's entire conviction history is viewed holistically
- DUI/DWI convictions may disqualify applicants from employment

Drug & Alcohol Testing

In addition to a pre-service drug screen, drivers are entered into a quarterly random drug testing pool and will also be tested upon reasonable suspicion or accidents. Drivers with a positive result or refusal of pre- or post-engagement, random, post-accident or reasonable suspicion drug/alcohol test, will be disqualified.

State, Local, & Client Required Checks

First Alt® knows that the safety of students is the number one priority. First Alt® confirms that all transportation providers and their drivers have met all First Alt® , state, local and school district requirements before transporting students.

Driver Onboarding

After fulfilling the requirements above, all drivers must complete the required vehicle inspections, school district or local requirements such as physicals or TB tests as required and industry-leading First Alt® driver training that's specifically designed for drivers providing student transportation in smaller capacity vehicles.

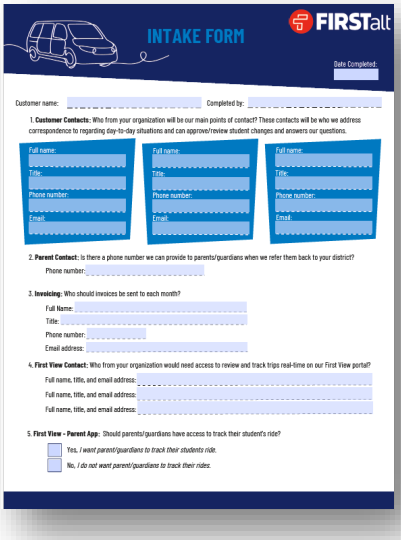
Driver Training

First Alt® driver training is a multi-module training for student transportation drivers in smaller capacity vehicles designed by industry experts providing a set of guidelines, best practices and tools. The First Alt® driver training program which includes insights from behavioral experts and testing, is readily available on the First Alt® Driver App and must be completed before transporting students.

Driver Trainer Curriculum

- Commitment to Safety
- Contractor Conduct Guidelines
- Pre and Post Trip Vehicle Check
- Student Loading & Unloading
- Passenger Seatbelt Usage
- Transporting Students Who Utilize Specialized Equipment
- Unattended Children
- Unauthorized Stops
- Unauthorized Passengers
- Inclement Weather & Emergency Events
- Child Search Procedure
- Student Confidentiality and Privacy (FERPA)
- Safety Best Practices
- Adverse Conditions
- Distracted Driving
- Preventing Harassment
- Preparing Students to Learn
- Special Needs
- Transportation Challenges

After completing the driver training program, drivers will be equipped with tools for understanding the functions of behavior and the Rage Cycle which will help drivers relate to the students and to de-escalate issues as they arise. In addition, parents and caregivers will be asked to fill out an "All About Me" form for their student to provide the drivers a better understanding of the student's likes, dislikes and items needed to make the student comfortable giving each student the personalized care that they deserve. Once a driver is fully vetted and has passed all training requirements, they are prepared to handle everything — from behavioral challenges to installing and using special needs equipment.


INTAKE FORM

FIRSTalt

Date Completed:

Customer name: Completed by:

1. **Customer Contacts:** Who from your organization will be our main points of contact? These contacts will be who we address correspondence to regarding day-to-day situations and can approve/review student changes and answers our questions.

Full name: Title: Phone number: Email:

Full name: Title: Phone number: Email:

Full name: Title: Phone number: Email:

2. **Parent Contact:** Is there a phone number we can provide to parents/guardians when we refer them back to your district?

Phone number:

3. **Invoicing:** Who should invoices be sent to each month?

Full Name:

Title:

Phone number:

Email address:

4. **First View Contact:** Who from your organization would need access to review and track trips real-time on our First View portal?

Full name, title, and email address:

Full name, title, and email address:

Full name, title, and email address:

5. **First View - Parent App:** Should parents/guardians have access to track their student's ride?

Yes, *I want parent/guardians to track their students ride.*

No, *I do not want parent/guardians to track their rides.*

Substitutes

A bench of vetted and trained substitute drivers will be ready to rescue a trip. This bench is determined by collaborating with the district and their needs. Our dedicated Trip Guardians (dispatch team) quickly identifies substitute drivers to ensure students arrive safely and on time. Our Trip Guardian Tool shows real-time trip data in dashboard alerts to any trips running late, substitute drivers needed, and each driver and student's status.

Vehicles

In order to ensure the safest possible service for your students, all vehicles will have pre-service and ongoing inspections and maintenance, GPS tracking and onboarding requirements.


WHEELCHAIR VAN


SEDAN


MINIVAN


SUV

Equipment Requirements

First Alt® driver training is a multi-module training for student transportation drivers in smaller capacity vehicles designed by industry experts providing a set of guidelines, best practices and tools. The First Alt® driver training program which includes insights from behavioral experts and testing, is readily available on the First Alt® Driver App and must be completed before transporting students.

Vehicle Requirements

First Alt® Vehicle Verification

First Alt® staff check each vehicle to ensure it meets First Alt® and school district safety and cleanliness standards.

Valid Vehicle Registration and Insurance

Each vehicle must be properly registered and insured according to the contract.

Mechanic Vehicle Inspection

All vehicles must pass a certified mechanic pre-service inspection in order to operate.

10 Years Old or Newer Unless Approved by Knox County Schools

All vehicles must pass a certified mechanic pre-service inspection in order to operate.

Only Approved Vehicle Types

Certain vehicle types are not permissible for student transportation and will therefore not be approved by First Alt® .

Any State or Local Vehicle or Vehicle Equipment Requirements

Certain states and/or school districts may have requirements outside of the items mentioned above. When finalizing an agreement and before providing service, First Alt® will research and discuss all vehicle requirements with your school district.



Vehicle Inspections

First Alt® takes a multi-step approach to vehicle inspections. The process is outlined below.

Vehicle must be inspected by First Alt®

This inspection is mainly to inspect the vehicle for physical damage, smells/odors, defects or anything that would make it unsafe or uncomfortable.

Vehicle must be inspected by a certified mechanic

This inspection is to ensure the engine, controls, tires, windows, lights, etc. are all in satisfactory condition.

Vehicle must be inspected pre-trip

Drivers will be taught how to properly inspect each vehicle type before each trip in the First Alt® driver training program.

Vehicle must be inspected post-trip

Drivers will be taught how to properly inspect each vehicle type after each trip in the First Alt® driver training program.

Vehicles must be inspected post-incident, accident or upon request

These inspections further ensure vehicles are all in working order even after an unusual occurrence.

Vehicles are inspected as required by law or contract

If certain states or contracts require certain inspections or inspection intervals, First Alt® can arrange them as needed.

When vehicles do not meet the required standards, they are immediately removed from service. First Alt® will immediately prepare a backup vehicle to guarantee students are not missing their ride to or from school.

All inspection records will be kept as required and can be requested at any time.



VISUAL VEHICLE INSPECTION FORM

FIRSTalt

Make	
Model	
Year	
License Plate #	
VIN	

Fuel Type	
Mileage	
Reason For Inspection	
Vehicle Type	
Color	

FRONT OF VEHICLE	PASS	FAIL
Light Lens Condition		
Headlights		
Brake Lights		
Turn Signals		
Emergency Flashers		
Doors		
Appearance		

TIRES	PASS	FAIL
Inflation		
Condition		
Tread Depth		

SIDE OF VEHICLE	PASS	FAIL
Doors		
Windows		
Mirrors		
Appearance		

IN-VEHICLE	PASS	FAIL
Dome Lights		
Parking Brake		

EMERGENCY BRAKE	PASS	FAIL
Door Locks & Handles		
Window Locks		
Seat Belts		
Seat Condition		
Rearview mirror		

REAR OF VEHICLE	PASS	FAIL
Light Lens Condition		
Taillights		
Brake Lights		
Turn Signals		
Emergency Flashers		
Reverse Lights		
Doors		
Appearance		

DRIVER DASHBOARD	PASS	FAIL
Emergency Gauges OFF		
Oil Pressure Gauge		
Voltmeter Gauge		
Left Turn Signal		
Right Turn Signal		
Hazard Lights		
Headlights		
High Beams		
Horn		
Heater(s)		
Defroster		
A/C		
Steering Wheel		

EMERGENCY EQUIPMENT	PASS	FAIL
First Aid Emergency Kit		
Body Fluid Kit		
Triangles		
Seat Belt Cutter		
Safety Vest Mount		

ACCESSIBLE VEHICLE	PASS	FAIL
Ramp		
Lift		
Q' Straint		
Side-Loading		
Rear-Loading		

Owner Name	
First Student Employee Name	
Date	

Vehicle Equipment

Vehicle equipment such as car seats, booster seats, buckle guards, and safety vests can be provided. If provided, all equipment will be thoroughly inspected before each ride and In order to ensure the safest possible service for your students, monitors can be provided. Monitors will complete the same onboarding process as drivers do minus the vehicle specific requirements.

GPS Tracking

Our state-of-the-art software gives us real-time access to the vehicle location from anywhere as we proactively monitor trips including time before the trip even starts to ensure the driver arrives on time. The GPS tracking software also shows and alerts us of any deviations from the route which can help prevent customer service cases and assist when investigating complaints.

Insurance and Workers' Compensation

First Alt®'s insurance program is tailored to meet the contractual requirements of your school district, therefore, protecting your district and any subcontractors who are named as 'Additional Insureds' under the General and Auto Liability policies as required by contract. In the event of an insured claim, First Alt® (and First Student) will provide coverage as the customer is protected by the insurance program provided.

When required, First Alt® will provide the school district a certificate of insurance and endorsements satisfactory to the district's requirements. Insurance costs have dramatically increased in recent years, especially for small businesses such as local subcontractors. First Alt® and its insurance provider have developed a program that's mutually beneficial for your school district, First Alt® and local, qualified subcontractors that allows First Alt® the flexibility to best serve you and your students. The insurance program provides coverage for all trips serviced by First Alt® and any qualified subcontractor. The insurance program protects your school district, regardless of the subcontractor's primary insurance as your school district is named as 'Additional Insured' under the General and Auto Liability policies as required.

All First Alt® subcontractors must maintain the following minimum limits for Auto Liability:

- $100,000 per person
- $300,000 per occurrence
- $50,000 for property damage

In the event of a claim, First Alt® will initially look at the subcontractor's policy as evidenced by the certificate of insurance. In addition to the subcontractor's coverage, First Alt® is covered for claims exceeding the subcontractor's limits where First Alt® is deemed liable. The school district will be an additional insured to these policies as well. Regardless of the status of the insurance of the subcontractor, your school district is protected by the insurance provided.



Monitors/Attendants

In order to ensure the safest possible service for your students, monitors can be provided. Monitors will complete the same onboarding process as drivers do minus the vehicle-specific requirements.

Performance Concerns or Absenteeism

First Alt® proactively manages staff absenteeism by maintaining a bench of qualified drivers who are prepared to step in as needed to ensure uninterrupted service. We encourage clear and timely communication from all team members regarding absences and reinforce this with established reporting protocols. To promote reliability, we recognize and reward drivers with exemplary attendance records. This approach supports service continuity while fostering a culture of accountability and commitment.

Our operations team will investigate the cause of any late trip to determine the cause (traffic flow issues, potential student behavior, etc.) and determine the best way to mitigate these circumstances moving forward. If there is a trip and/or driver that is late or absent on a repeated basis our team takes the following steps to resolve the issue.

1. **Initial Communication:** A scheduled conversation with the driver is held to discuss the timeliness issues. This conversation would be aimed at understanding the reasons behind the delays and whether there are any underlying issues contributing to the problem.
2. **Review of Contract Terms:** We would review the terms of the contract with the driver, specifically focusing on the specified window of 10 minutes or less for arrival and pickup. It's important to ensure that the driver is fully aware of their contractual obligations regarding timeliness.
3. **Performance Evaluation:** We would conduct a performance evaluation to assess the extent of the timeliness issues. This may involve reviewing records of past pickups and arrivals to identify patterns of lateness and quantify the impact on our operations and customer satisfaction.
4. **Identifying Root Causes:** We would work with the driver to identify the root causes of the timeliness issues. This could involve examining factors such as traffic conditions, route planning, vehicle maintenance, or scheduling conflicts.
5. **Developing an Action Plan:** Based on our evaluation and the identified root causes, we would collaborate with the driver to develop a concrete action plan for improving their timeliness. This plan may include specific strategies for addressing the root causes and setting measurable goals for improvement.
6. **Training and Support:** We may provide additional training or support to help the driver improve their time management skills, optimize their routes, or overcome any other challenges contributing to the delays.
7. **Monitoring and Feedback:** We would closely monitor the driver's performance following the implementation of the action plan and provide regular feedback. This could involve reviewing performance metrics, conducting follow-up meetings, and addressing any ongoing issues as they arise.
8. **Escalation if Necessary:** If the timeliness issues persist despite our efforts to address them, we may need to escalate the situation further. This could involve imposing penalties or sanctions as outlined in the contract, or ultimately terminating the contract if the issues cannot be resolved satisfactorily. Overall, our goal is to work collaboratively with the driver to address the timeliness issues while ensuring compliance with the terms of the contract and maintaining the quality of service for our customers.

Available Resources

First Alt® partners with qualified and experienced Transportation Partners who have been operating in the Knox County region and are strategically located throughout the service area to meet the needs of each trip. Prior to transportation services beginning, each Transportation Partner must complete First Alt®'s onboarding process, which includes all applicable state, federal and district requirements, as well as First Student Driver/Monitor Training. All compliance documentation, including driver resumes, is reviewed and stored by First Alt® Management to ensure ongoing adherence to safety and operational standards. Each trip assignment is tailored to meet the unique requirements of the district, with drivers having a minimum of three years of experience. Providers maintain up-to-date resumes for all drivers and will make all documentation available to Knox County at any time. A complete list of Transportation Partners, drivers, and vehicles will be provided to the district upon award, prior to the start of services. Additionally, First Alt®'s proprietary software enables real-time tracking of every ride to and from school, ensuring the safest possible transportation experience. **We are capable of providing a minimum of 40 qualified drivers, demonstrating our readiness and capacity to meet the district's transportation needs in alignment with the RFP evaluation criteria.**



FIRST student

Resumes



BLAKE SMITH

734.740.1264 •blake.smith@firstgroup.com

Versatile and solutions-driven servant leader with nearly five years of experience directing operational strategy, sales, and market expansion. Passionate about growing brand presence and securing new accounts through effective relationship building. Innovative team coach and mentor skilled at developing diverse teams and creating performance guidelines that yield results. Proven ability to retain clients through effective client relations, client education, and account management.

Areas of Expertise

Operations Management | Sales Strategy | Territory & Market Expansion | Competitive Positioning | Client Relations
Forecasting & Budgeting | Customer Acquisition | Retention Strategies | Customer Success | Key Account Management
Employee Training & Development | Coaching & Mentoring | Stakeholder Communications | Servant Leadership
Project Management | Program/Product Launches | Creative Problem-Solving | Conflict Resolution | Needs Analysis

Professional Experience

First Student (FirstAlt) 01/2023-Present

Regional Manager: East

Lead team across East Region operations (FL, LA, MD, NC, PA, SC, TN, TX, & VA). Recruit, hire, onboard, and train staff, as well as oversee leadership development opportunities for high-potential employees. Evaluate client needs and finalize contracts to align with those needs, driving retention and client satisfaction. Track financial data and projections to ensure growth goals are met, as well as analyzed and track KPIs to lead alignment of team with business objectives. Collaborate with leadership team on sourcing new solutions and tools to optimize efficiency and expand business.

- Lead the expansion into new territories to help build the newly announced alternative transportation division of First Student, called FirstAlt, in the Eastern Region.

EverDriven (Formerly ALC Schools) 10/2018–12/2022

Area Manager: Northeast (7/2021–Present)

Direct team across Northeast operations (DC, KY, MD, MI, OH, PA, & VA). Recruit, hire, onboard, and train staff of 15, as well as oversee leadership development opportunities for high-potential employees. Evaluate client needs and finalize contracts to align with those needs, driving retention and client satisfaction. Track financial data and projections to ensure growth goals are met, as well as analyzed and track KPIs to lead alignment of team with business objectives. Collaborate with leadership team on sourcing new solutions and tools to optimize efficiency and expand business.

- Launched 20 new accounts across market, as well as expanded services into new territories across Michigan, Kentucky, Ohio, Virginia, and Washington, DC.
- Increased revenue by more than 300% across market following complete shutdown during COVID-19, which included growth in Pennsylvania of more than 1300% and in Ohio by nearly 12000%.
- Generated additional $16M in revenue and $5M in profit in less than a year while delivering 99% retention.
- Refined KPI tracking process, which resulted in improved and optimal KPIs to ensure attainment of goals.
- Mentored three team members and promoted opportunities for professional growth.
- Recognized in April 2022 for leadership with aDifference Award.

Senior Account Manager (3/2020–6/2021)

Led teams across three markets (Philadelphia, Pittsburgh, & Detroit), including onboarding and training staff. Managed special projects focused on generating revenue and connecting prospects to Business Development team. Engaged with prospective clients and prepared customized sales proposals to demonstrate value-add and solutions for their needs.

- Collaborated with HR and Learning & Development on creating new hire training program to ensure consistency and maximize performance of employees.
- Launched seven new accounts across Pennsylvania and Michigan in just over a year, including expanding business in Pennsylvania by more than 700% and launching accounts in new market (Detroit).
- Introduced process improvements that increased efficiency and contributed to $600K in additional revenue.

Account Manager (10/2018–3/2020)

Managed more than 10 key accounts across Pennsylvania, building rapport and trust with key stakeholders. Recruited new service providers, as well as oversaw performance from existing service providers to ensure alignment with brand standards. Developed SOPs based on each account while ensuring compliance with overarching regulations. Utilized prospecting and targeting to identify new opportunities.

- Leveraged onsite visits and consultative sales model to grow Philadelphia account by 500% in one year.
- Opened four new accounts during tenure and crafted market/territory expansion plan to grow presence.
- Delivered 200% YOY growth within second year in position.

AXA ADVISORS/KARR BARTH ASSOCIATES 1/2018–9/2018

Financial Consultant

Built relationships with diverse clientele, designing comprehensive financial plans based on needs, current situations, and goals. Developed business and marketing plans to secure new clients and reach new markets. Managed cold calling and prospecting to drive revenue. Assessed market opportunities to target prospects.

- Led instructional design and program facilitation for client relations and client education seminars.

Note: *Also served as* ***Recruiting Coordinator/Graduate Assistant Baseball Coach*** *at Eastern University, earning nomination for Assistant Coach of the Year honor out of all employees in Athletics Department, as well as coached for Lafayette College as* ***Volunteer Assistant Baseball Coach****.*

EDUCATION

Master of Arts in Organizational Leadership, Eastern University

Bachelor of Science in Business, Brescia University

Associate of Arts in Business, Macomb Community College

COMMUNITY SERVICE

Volunteer–Big Brothers Big Sisters

Hugo De Jesus Donis
435-669-6121
Email: hugo.donis@firstgroup.com

Career Goal

Obtain a challenging administrative career in business, administration, and management and excel with the utilization of obtained executive and professional expertise.

Professional Education Background

- Criminology
- Report writing
- Logistic management
- Military account management

Professional Excellence Summary

- 16 years of experience in this field utilizing common applications
- Can adapt with new concepts and measures
- Capacitated with fast-paced functioning and persuasive work environment
- Able to perform under pressure and stay calm in emergency conditions
- Established effectiveness in managing and allocating resources.
- Greatest traits; Consistency, Focus, Discipline, Delayed gratification, and Grit.

Work experience

Operations Manager
FirstAlt (First Student)- Tampa, FL
July 2023 to Present

- Assist in working with and onboarding transportation partners, managing the daily trips and assisting parents and districts to take care of their needs
- Daily customer management to include but not limited to day-to-day operations, new client start-ups, client retention, and development
- Assist in capturing new business opportunities with current customers and new clients. Work with internal staff on completing proposals and negotiating with customers
- Acquire and manage staff equipment and any items required to perform trips (i.e: driver/staff badges, business cards, etc.)
- Monitor any new legislations affecting alternative student transportation. Assist team with implementing new legislations.

Area Manager of the Southeast
EverDriven (Formerly ALC schools)- Tampa, FL
September 2016 to May 2023

As an Area Manager I was responsible for leadership and problem-solving skills to manage teams in the Southeast region.

- Responsible for teams' development and performance
- Trained new Account Managers for their direct areas
- Offered ideas and suggestions to field operations managers on overcoming operations challenges
- Oversaw multiple starts ups and new account launches while ensuring the quality of work meets the clients' standards.
- Oversaw the relationship with new district personnel; develop and maintain relationships with legacy clients' personnel
- Maintained professional and consistent communication with Service Providers, district liaisons, parents, and on-site school staff.
- Recruited, recruited, recruited good Service Providers and Drivers for the Southeast
- Responsible for overseeing and ensuring daily service of active accounts to run smooth and are correctly managed to meet the daily operational requirements
- Responsible for reviewing area KPIs and working towards satisfactory level requirements
- Responsible for setting the bar high for driver app usage in the Southeast
- Responsible for improving OTP percentage daily/weekly
- Minimized cost and increased revenue

Dispatcher/Router
CCSI- St. George, UT
September 2012 to 2015

- Accounted for passengers' complaints and drivers' complaints
- Maintained professionalism and integrity with customers and company drivers
- Ensured drivers questions and concerns were answered and resolved
- Routed next day airport trips
- Routed same day transportation for Southern California
- Delegated task to routers and dispatchers
- Trained new routers

Education

Criminal Justice/Criminology
Dixie State University

Skills

- Excel
- Outlook
- PowerPoint
- Word
- Power BI
- Salesforce
- MySQL
- SharePoint
- Recruiting
- Interviewing
- Training & Development
- Operation Management
- SR forecasting
- Budgeting
- Pricing
- Account Management
- Client retention
- Mend client relationships
- Logical reasoning and problem-solving
- Interpersonal skills
- Ability to think creatively
- Customer Service
- Attention to detail

Additional Information

Volunteer youth mentor
Vision Church – Riverview, FL
2018 to Present

Volunteer youth care mentor
Southwest Behavioral center – St. George, UT
2012 to 2015

CLIENT SERVICES ASSISTANT MANAGER

EMILY SMITH

CONTACT INFORMATION

Emily.Smith@firstgroup.com

SKILLS

- Customer Service
- Microsoft Office
- Sales
- Customer Relationship Management
- Conflict Resolution
- Communication Skills
- Team Leadership
- Problem-Solving
- Time Management
- Data Analysis
- Multitasking
- Attention to Detail
- Adaptability

OBJECTIVE

Dedicated Assistant Manager with a strong background in customer support and team management, committed to fostering a positive client experience and driving team performance.

EXPERIENCE

ASSISTANT MANAGER CLIENT SERVICES

First Student.

OPERATIONS SUPERVISOR/CLIENT SPECIALIST

First Student.

EverDriven

ACCOUNT SPECIALIST

First Student.

ALC - Innovative Transportation Solutions.

MANAGER

Chrysalis Inc.

saint george, UT

MEDICAL ASSISTANT

Chrysalis Inc.

BEHAVIOR ANALYST ASST

Chrysalis Inc.

DIRECT CARE STAFF

Chrysalis Inc.

EDUCATION

ASSOCIATE'S DEGREE

Salt Lake Community College.

ASSOCIATE'S DEGREE

Dixie State University.

FIRST student

Technology Solutions





Our HALO™ technology platform will benefit districts, transportation providers, drivers and the students they serve. HALO™ provides end-to-end ride visibility providing the safest ride experience for students, their families and school districts. Dashboards alert the team to any trips running late, substitute drivers needed and each driver and student's status. Districts will also have access to these tools via a district dashboard.

The Most Advanced Vehicles on the Road

HALO™ Technology Platform	
	First View® App Parent bus tracking app
	First View® Dashboard District tracking & communications
	Driver and Monitor App Manage day-to-day trips
	Transportation Provider Portal Fleet & trip management
	Trip Guardian Real-time trip data analysis
	Data Guardian Data management tool
	Community Feedback Portal Centralize community feedback portal

Industry Leading Technology	
	GPS Tracking
	Pre-Trip Vehicle Check
	Post-Trip Vehicle Check
	No Student Belongings Left Behind
	Geofence Tracking
	Real-Time Vetting & Expiration Tracking
	Incident & Accident Reporting



Gain Visibility to Your Fleet and Every Route with First View®

Our vehicle tracking dashboard for districts, powered by HALO™, provides real-time GPS access to all student transportation events. The First View® district tool, also allows the district to communicate directly with parents via the FirstView parent app. First View® also provides districts with information on the trip status (picked-up, dropped-off, in route, etc.) and is easily accessible through a district computer or phone.

First View® for districts was built using the latest technologies and experts for performance and ease of access. Designated district staff can view student trips on multiple levels: district trips, school trips and individual student trips. Trips details can be viewed and tracked through the map view.

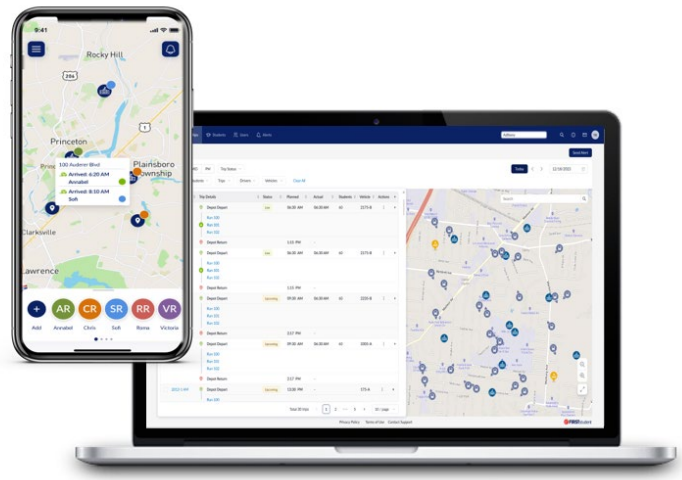
Eight (8) Key Features of First View® for School Districts Include:

1. Visible through any device with internet access
2. Real-time trip tracking
3. District ability to message all First View® parent mobile app users
4. Secure access
5. Security and compliance to ensure all student data is protected
6. Comprehensive view and easy to navigate
7. Continuous improvements made with district feedback
8. One portal for alternative trips and field trip buses

Streamlines Parent Alerts
Message First View® for parent app users across the district, a school, or route. First View® users will receive an alert on their app.

Secures District Data
First View® integrates with district data security protocols and features password protection and user management.

Centralizes Data
Centralizes all routes to easily determine each route's status and allows you to quickly review route details.



Reduces Calls
Reduce the number of calls you have to make to First Student asking for trip updates.

Built-In Customer Support
The dedicated First View® team is available Monday-Friday via phone or email.

Leverages GPS Technology
GPS allows dashboard users to see the assigned vehicle's location for each route.

Provide Parents with Peace-of-Mind through First View®

The vehicle tracking mobile app for parents, powered by HALO™, provides real-time GPS access to the location of their child's vehicle. Whether tracking their child's trip, viewing the vehicle and driver information, or receiving real-time notifications, FirstView gives parents the information they need to have the peace of mind that their student is being transported safely.

Parents can find the app through their phone's play store or marketplace with the option to send a secure link to all loved ones who support with their student's care. With this secure link, caretakers will receive emailed notifications updating them on their student's transportation. Everyone with access can view trip details, assigned student equipment, driver, and vehicle information.

With FirstView there is no more guessing or needing to remember exact student pick-up and drop off times. All trip details can be accessed via the parent app!

Seven (7) Key Features of First View® for Parents Include:

1. Customizable geofence reminder set for each parent
2. Real-time trip tracking
3. Driver and vehicle details
4. Access to view trip changes (ex: substitute driver)
5. Receive district notifications
6. Maximum security for student information
7. Private individual student details, even is they share a ride with another student

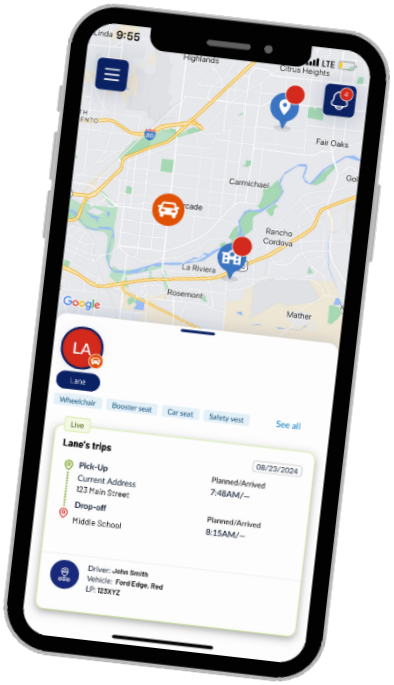
In-App Notifications
From driver details to schedule changes... stay in the know!

Real-Time GPS
Check on the real-time trip status of your student's trip.

Parent Tools
Tools to help you manager your student's trip details.

Family Tracking
Track multiple students on one app.

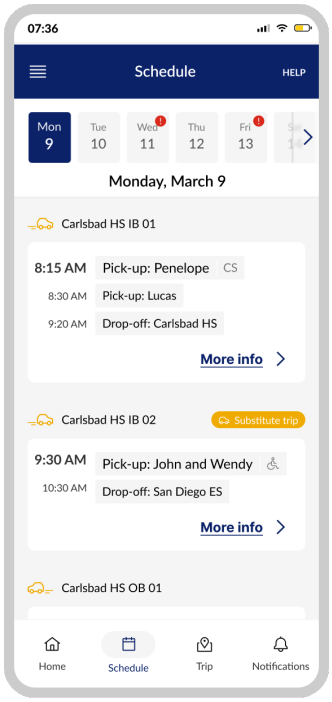
Arrival Notifications
Get in-app alerts when your vehicle is arriving.

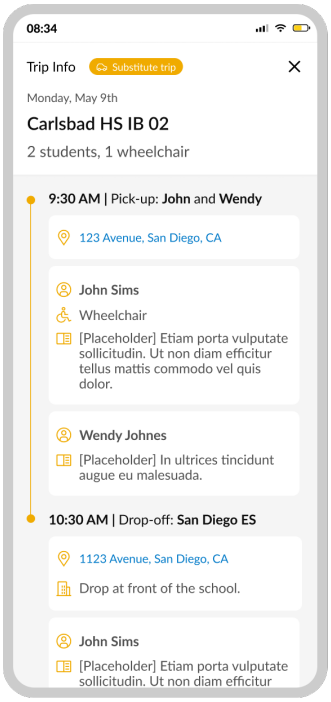


Enhance Safety and Efficiency With the Driver App

The Driver App, powered by HALO™, is designed for drivers. It enables drivers to begin their driving journey in a few steps. The Driver App is used by drivers to onboard and manage their vetting process. Once fully compliant, a driver will use the driver app to service and manage their day-to-day trips. Drivers will also use their device to receive information throughout the course of the day regarding their trip.

The Driver App has five key areas of functionality: trip acceptance, trip tracking, schedule view, driver data management and messaging. Each of these areas within the app simplifies the drivers interactions with the First Student team while providing access to everything they need to be successful. All drivers must have access to an Android or IOS smartphone and install the app to ensure that all trips are properly tracked.





Onboard

The Driver App will automatically sync each driver with First Student, state, city and district vetting requirements depending on the registration process initially set by their transportation provider. Once invited to the application, each driver will be able to complete all required onboarding materials. The system will also track the expiration dates of documents to guarantee full compliance. All driver documents are automatically uploaded into the Data Management Tool. A First Alt® team member will then review and validate.

Service

The Driver App allows drivers to login, check-in or reject trips, upload and change their data, and communicate with First Alt® digitally. The goal of this app is to digitize all logging of driver trip events and statuses and to simplify the process for the driver as much as possible, while allowing them to keep track of their daily trip progress. The driver app is the first interaction that some drivers will have with First Alt®. The app is extremely user-friendly and focused on ease-of-use for the driver.



Comprehensive Provider Portal Powered by HALO™

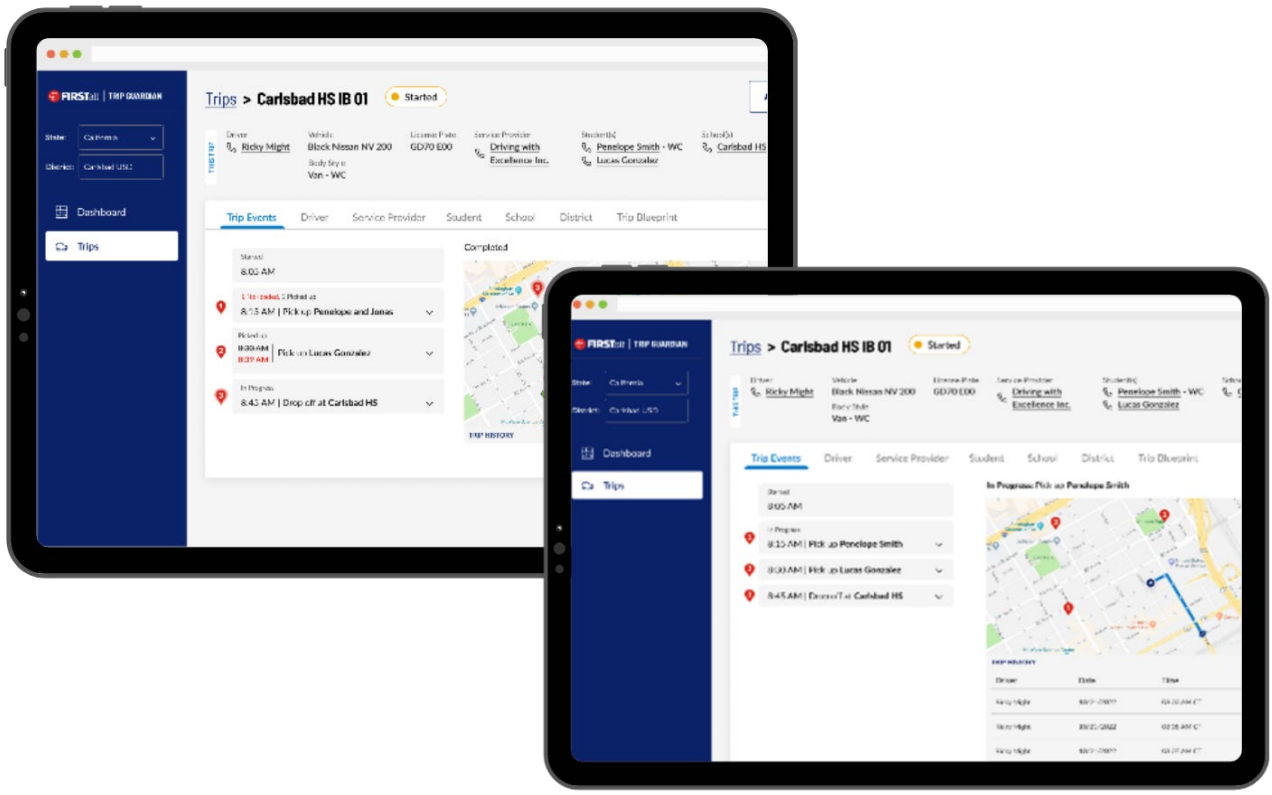
The Provider Portal is used by transportation providers to onboard, invite drivers, manage their fleet and manage their trips. The transportation provider is invited to have access to the portal once they have been vetted by a First Alt® employee. Once they receive access, they can easily onboard and register their businesses and start adding drivers.

The Provider Portal is intended to allow the business manager to scale rapidly while ensuring that all companies and their drivers are fully compliant with First Student, state, city and district requirements. All documents will go through the Data Guardian Tool for authorization by a First Student employee.

Transportation Providers can login and confirm route assignments and confirm or make changes to any future trips. This allows for efficient coverage of all routes. Additionally, managers will get instant notification to change regarding their trips such as day cancelations for students, time updates, bad weather cancelations or delays.

Real-Time Trip Data through the Trip Guardian Tool

Powered by HALO™, this tool gives the trip tracker the capability to view real-time trip data in a simple, visual way so that we can easily identify time-sensitive issues, implement corrective actions and provide real-time transportation updates as needed to our partners. Trip tracking is a core part of the day-to-day operation of the First Alt® transportation model, and one of the six core pieces of software needed to run trips successfully. This internal tool allows the First Alt® team to surface data anomalies and provides a robust amount of information so the trip tracking specialist can quickly identify issues and correct them with ease.



Seven (7) Essential Functions of the Trip Guardian Tool Include:

1 Trip Exception and Trend Analysis Dashboards

Highlights exceptions that occur during daily transportation operations and rolls up data to different levels of management to show problems across different areas. Examples of these exceptions include late-running trips, trips that have not yet been accepted, no-show requests, no load, trip rejections, etc. The managerial dashboards highlight metrics related to key performance indicators such as on-time performance and percentage of substitute drivers.

2 Issue Resolution Workflows

Allows for updating fields related to tactical, day-to-day trip information as issues arise. This includes trip emulation, end-of-day audits and resolution of reports.

3 Search Functionality

Allows trip trackers to search for records related to the issue they are trying to solve, through a combination of well-defined search terms and business rules in collaboration with an easy-to-use interface.

4 Role and Area-Based User Access

The system is designed to have regional and hierarchal permissions related to data editing and viewing so users can focus on information related to their assigned duties and area.

5 Employee Performance Tracking

The platform displays high-level phone metrics related by region, allowing the management team to track employee performance and regional managers can look for potential issues with service.

6 Messaging

The trip tracker will integrate with an instant messaging platform so that trip trackers can field questions through third party tools integrated within the company's website and tools (i.e., district portal and parent app). This will also allow for easier communication directly between drivers and parents.

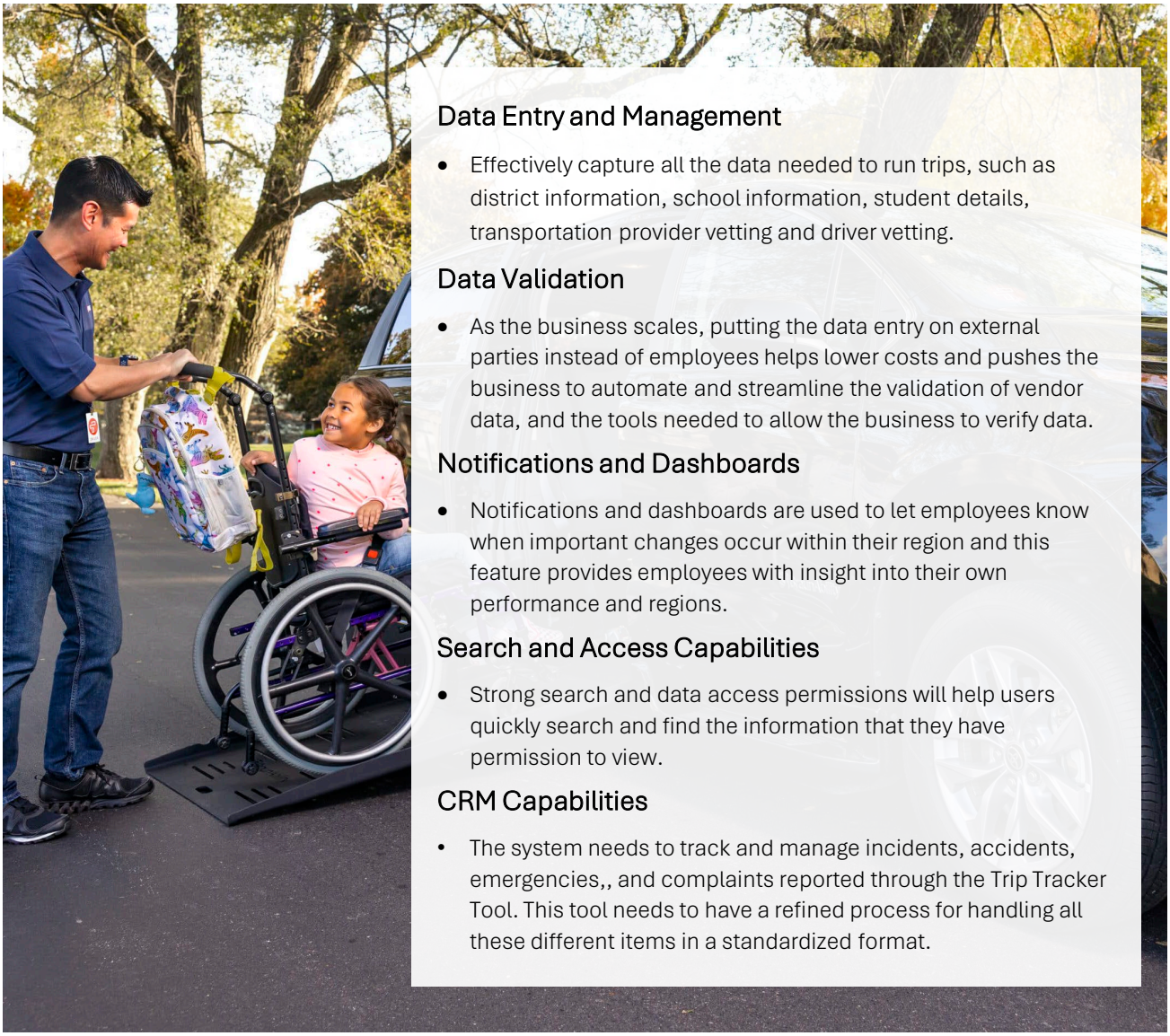
7 Actionable Notifications

As trips begin going out and the day gets busier, it gets harder for trip trackers to keep searching and looking for issues in the system. The trip tracker tool has a robust notification system that highlights problems and provides users with a way to fix or update the item highlighted as a notification.

Creating Operational Efficiencies through the Data Guardian Tool

The Data Guardian Tool plays a pivotal role in the state entry, management and retrieval of information. The tool surfaces all data related to the First Alt® team in a single place, allowing data and account specialist to perform their work in a common and consistent interface. This creates operational efficiencies by providing a tool tailored to their daily duties and measures KPIs important to clients and parents.

The data management tool is divided into the following functionality groups:



Data Entry and Management

- Effectively capture all the data needed to run trips, such as district information, school information, student details, transportation provider vetting and driver vetting.

Data Validation

- As the business scales, putting the data entry on external parties instead of employees helps lower costs and pushes the business to automate and streamline the validation of vendor data, and the tools needed to allow the business to verify data.

Notifications and Dashboards

- Notifications and dashboards are used to let employees know when important changes occur within their region and this feature provides employees with insight into their own performance and regions.

Search and Access Capabilities

- Strong search and data access permissions will help users quickly search and find the information that they have permission to view.

CRM Capabilities

- The system needs to track and manage incidents, accidents, emergencies,, and complaints reported through the Trip Tracker Tool. This tool needs to have a refined process for handling all these different items in a standardized format.

Tab IV
Qualifications and Experience



FIRST student

Customer Service





Our students and families are important to us

and positive customer relations is at the forefront of what we do. In fact, we do everything possible to establish peace of mind for parents, guardians and school staff as a timely, safe ride to school is one of the first things that prepare students to learn. First Student has been operating for over 40 years, and we have a proven team of customer service experts dedicated to you and your students who track rides and proactively address and track concerns as they arise to check they're properly addressed and documented.

Managing Customer Feedback

Using our Data Management Tool, our Customer Service Team tracks cases and finds the appropriate course of action. These cases are all monitored, and details are collected until they're closed. Once closed, cases will be stored in our Data Management Tool for five years or more depending on the contract. Throughout this process of gathering details, you will be notified of any updates and sent confirmation once cases are closed.

District Manager

All complaints will be fielded and documented carefully by our Customer Service Team. Upon intake of the complaint, we'll make sure you're notified, and a proper plan of action is made and tracked. You will actively be updated on our progress until the case is closed and will be sent a full report after. Any additional information will be provided upon request.

Customer Contact Information

All school districts will receive a custom First Alt® contact card showing our contact information for anything from new requests or changes to concerns or complaints. This information will be distributed post-award and we'll thoroughly explain ways of working together with you, your staff and parents alike.

FIRSTalt

California Contact Information

Phone: 833.200.6805
Email: CA.FirstAlt@firststudentinc.com

A complete support structure

In order to ensure your satisfaction, Knox County Schools will partner with First Alt® 's dedicated team of support professionals. From the location level to your regional support team, we provide the resources you can rely on to maintain a successful transportation operation.

1 Local Operations Team
2 Call Center Team
3 Trip Service Hours



1 Local Operations Team

The local First Alt® team structure is below with each role and its responsibilities are explained. The local team is hired, trained and prepared to serve you.

District Manager

District Managers oversee the success of the entire operation and make sure there's adequate staff to handle all your transportation needs. On a daily basis, District Managers will meet with school district officials, hire and train new First Alt® employees and meet with or identify existing or new transportation providers.

Location Manager

Location Managers and their teams ensure there's a sufficient number of drivers and vehicles, visit schools and student homes when needed, and proactively order vehicle equipment.

Transportation Providers

Transportation providers are local companies who have partnered with First Alt® to supply quality drivers, vehicles, and monitors. Transportation Providers help ensure drivers and monitors are properly trained and understand how to use the necessary equipment and make sure all vehicles meet First Alt® and school district standards.



2 Call Center Team

To make sure no trip or student is missed, and all details are captured, First Alt® also has a centralized call center that acts similar to air traffic control, for First Alt® , our partnering school districts and their students. The Call Center Team ensures compliance, inputs and maintains data, routes and schedules trips and fields calls and communication from school districts, school staff and parents or guardians.

Call Center Manager

Similar to a local District Manager, the Call Center Manager oversees the success of First Alt® 's internal operations. Call Center Managers are ultimately responsible for maintaining appropriate staffing levels, onboarding, and training staff.

Account Guardian

Account Guardians are one of the most important First Alt® roles. On a daily basis they:

- Ensure driver and vehicle compliance
- Monitor school district, school and student data-input
- Review routing & scheduling
- Oversee account maintenance

Trip Guardian

Trip Guardians are dedicated to closely monitoring student trips to and from school. The Trip Guardians will start their day by making sure drivers are logged in and, on their way, and if they're not, Trip Guardians will quickly identify substitute drivers to ensure ensuring students arrive safely and on time.

Customer Service

Customer Service will be staffed and readily available to make sure any incidents and accidents are properly documented and tracked. Customer service cases are tracked within First Alt® software and will not be closed until all of the information is gathered and dispersed per contract.

3 Trip Service Hours

Trip Services Team is available from 6:00 a.m. to 8:30 p.m., Eastern Time

Tracking and Invoicing Example

Customers are invoiced on the 15th of each month for the prior month with Net 30 terms, however, accommodations can be made if preferred by the District. Invoices can be broken out by different departments and population types at the direction of the client. Payment is accepted by ACH/EFT (E-Commerce) and check only. We do not accept credit card payments from contract customers due to the large processing fees associated with the large payments. The following are examples of our tracking and invoicing templates the District will receive each month. Additional types of reporting may be provided at the District's request as well.

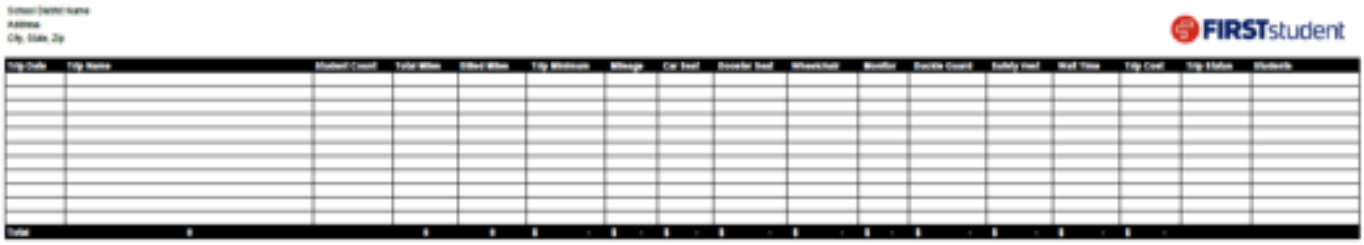
Each month, districts receive an individual invoice detailing the transportation services provided for their student(s). Along with these invoices, we provide a confidential routing report. This report lists all students grouped together on each trip for that billing period, regardless of whether they belong to different families or are picked up/dropped off at different locations. Students who share a ride are listed on the same trip in this report solely for logistical transparency and scheduling verification.

Please note:

- The confidential report is provided only to districts receiving transportation services and is not shared outside of this purpose.
- Routing decisions are made with careful consideration of student safety, travel time, and operational efficiency.
- Grouping students helps reduce overall transportation costs, contributing to more affordable rates for all families.

To ensure efficient transportation and cost-effective service, students who live near one another and travel to the same or nearby destinations may be routed together. This approach allows us to maximize vehicle capacity and reduce overall travel time and cost

Sample Confidential Report



FIRSTstudent

Alternative Transportation

First Student
2103 S. El Camino Real, Suite 104B
Oceanside, CA 92054

Phone: 855.619.6687
Email: [redacted]

Invoice #	
Invoice Date	
Terms	Net 30 Days
Customer Number	
Purchase Order #	

Customer Information

Name: School District Name
Address:

Date	Service Description	Amount
	Alternative Transportation Services	$0.00
	Alternative Transportation Services	$0.00
	Alternative Transportation Services	$0.00
	Alternative Transportation Services	$0.00
	Alternative Transportation Services	$0.00
	Alternative Transportation Services	$0.00
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	Alternative Transportation Services	$0.00
	Alternative Transportation Services	$0.00
	Alternative Transportation Services	$0.00
	Alternative Transportation Services	$0.00
Adjustments		

Invoice Sub-Total		**$0.00**
Adjustments		$0.00
Total	$	-
Tax		$0.00
Balance Due	$	-

Service Summary

	Individual Passengers
	Service Days
	Total Trips

Please detach bottom portion to be returned with remittance

Location Number	
Customer Number	0
Invoice Number	0
Invoice Total	$ -

Remit to:

First Student
22157 Network Place
Chicago, IL 60673-1221
USA

FIRSTstudent

Daily Trip Summary Report

Route Name	Service Date	# of Students	Trip Total Amount
Route Name AM Summary			$ -
Route Name PM Summary			$ -
Total for all Trips This Month			$ -

Start-Up Plan Overview

This start-up plan outlines a structured, phased approach for the launch and ongoing management of student transportation services. It emphasizes efficiency, safety, and collaboration with stakeholders, focusing on preparation, communication, and optimization. Below are the key steps and processes involved:

1. **Introduction of Dedicated Team:** One month prior, the district meets its First Alt® team comprising customer service and operations representatives.
2. **Data Collection and Routing:** Two to three weeks prior, student data is processed for optimized routing based on location, student needs, and vehicle capacity.
3. **Parent/Guardian Communication:** 24-48 hours before service starts, parents receive trip details including timings, driver info, and contact numbers.
4. **Driver and Vehicle Onboarding:** Drivers undergo rigorous training and vehicle inspections, ensuring compliance with safety standards and district-specific needs.
5. **Ongoing Services:** Our typical routing timeframe is 48 hours for new/changing trips, however at the start of the school year, we request all student data two weeks prior to transportation. As students are added throughout the school year, our Client Services Team will first do their best to fit students into existing routes which will minimize additional costs, and in some cases, not incur any additional costs. If a student cannot be accommodated in an existing route, a new route will be created, and information will be provided to the district for approval before initiating route setup. Our team is constantly reoptimizing as students enter and leave the transportation program as well as performing regular reviews of existing routes to ensure maximum efficiency.



Staffing Plan

Director of Operations, East – Blake Smith – 734.740.1264 blake.smith@firststudentinc.com

Blake Smith is a seasoned operations professional with experience in business development, team building, logistics, and strategic planning. He is passionate about growing brand presence and securing new accounts through effective relationship building, as well as retaining clients through effective client relations, client education and account management. Currently serving as the Mid Atlantic and South Region Director of Operations Manager for First Alt®, he oversees routing and planning for over 1300 daily trips across multiple states for a diverse population of students, while managing a technology platform development.

Location Manager – Hugo Donis – 435.669.6121 hugo.donis@firststudentinc.com

Hugo is responsible for leading teams within the region, overseeing daily operations, client retention, and business development in alternative student transportation. He manages and onboards transportation partners, ensuring smooth daily trip operations while assisting parents and school districts with their needs. His role involves training, recruiting and managing service providers, and developing relationships with district personnel and legacy clients. He plays a key role in launching new accounts, maintaining quality standards, and addressing operational challenges. Additionally, he monitors legislation affecting student transportation and assists in implementation. He tracks and improves KPIs, optimized driver app usage, enhanced on-time performance, and works to minimize costs for clients.

Trip Services Manager – Angel Zavala - angel.zavala@firststudentinc.com

Angel Zavala, The Employee Training and Customer Support Manager is responsible for leading employee development efforts, overseeing customer support operations, and ensuring the seamless delivery of services. This role focuses on training staff to provide exceptional service, managing customer support phone lines to address inquiries and concerns, and monitoring daily trip statuses to prevent delays in student transportation. Angel works collaboratively with teams to maintain high standards of service and communication, ensuring student safety and satisfaction.

Student Transportation Coordinator – Emily Smith – firstalt_TN@firststudentinc.com

Emily oversees the planning and execution of efficient and effective transportation services for students. This role is responsible for managing student routing, processing transportation trip requests, and implementing necessary changes to ensure smooth daily operations. The coordinator works closely with school staff, parents, and transportation providers to address logistical needs, resolve issues, and maintain compliance with policies and regulations. Attention to detail, organizational skills, and strong communication are essential for success in this role.

Routing & Scheduling Narrative

Our service and routing approach to maximize economies of scale and ensure accuracy of billing is a multi-step process:

Step 1: Onboarding, Training and Vetting of Drivers

- Drivers onboard through our Driver App and upload all required documentation from First Student, the state of California and the district.
- Once all documentation is uploaded, we verify that the documents are valid and meet all our requirements as well as state and district requirements. For further details please reference Section Qualifications and Experience.
- Once a driver is cleared, the driver then completes First Student's driver training course which focuses on transporting students with special needs. For further details please reference Section Safety and Training.
- When the driver has finished onboarding, and training, we meet with them to inspect their vehicle and ensure the vehicle meets First Student and district standards and has all necessary equipment.
- The driver's vehicle then must complete and pass a certified vehicle inspection. Once both the driver and vehicle have cleared all requirements, the driver receives an ID Badge and First Student vest to help identify them as certified drivers. Their vehicles will also receive a First Student logo window decal to identify their vehicle.

Step 2: Student Data Review & Parent/Guardian Communication

Data Review

- Once the district provides us with the student data, we complete an initial review of the student information. During this process we review the student's name, student address, contact information, equipment needs, school of attendance, school address and school bell times.
- Next, we reach back out to the district to discuss any inconsistencies, questions, missing information, or discrepancies that may have been found during our initial review of the student data.

Parent/Guardian Communication

- The second step is communicating with the parent/guardian to ensure the student information we have received from the district is accurate. During this meeting we introduce our service model, explain the process for cancelling or changing trips and help set proper expectations for student readiness. We take our time to make sure that we contact every parent/guardian prior to starting their student's transportation, to ensure they have all the necessary information and that their questions have all been answered prior to the first day of transportation. This communication reduces issues during start-up since we have already verified that we are picking up the correct students, at the correct address and have the correct equipment for their needs.

Step 3: Routing & Scheduling

Outlined below are the steps our Routing and Optimization team takes for each student transportation request:

Routing

- After completing the initial student data review, the updated student details are entered into our software system that has been custom built specifically for alternative transportation. Items entered in our system include items such as:
    - School of attendance.
    - Bell times.
    - Special equipment needs.
    - Personalized student notes.
    - Early out days and other unique holiday and program dates.
    - Max student ride time, as specified by the district.
    - The student's ability to ride with others, or their need to ride alone, etc.

Students are then grouped into vehicles based on their proximity to one another, their school location, school bell times, equipment needs, and any other special needs that may apply (i.e., must ride alone).

- Special care is then taken to ensure that the student's route and ride time do not exceed the maximum ride time outlined by the district.
- The goal is to fill every seat of each vehicle to ensure the lowest cost possible cost to the district without jeopardizing safety. Due to safety concerns, we never put students in the front seat unless specifically directed to do so by the district.

Continued Routing Optimization

- Throughout the school year, our Routing and Optimization team, along with our Operations team will continuously look for ways to minimize cost by alerting the district of students who consistently fail to utilize transportation and making every effort to ensure there are no solo riders and that each vehicle is properly utilized.
- We will also continuously monitor the existing routes to find the opportunity to consolidate routes as students are added to or removed from the transportation program. This is another reason we conduct monthly and quarterly reviews with the district's financial team to illustrate steps that are being taken to reduce spend.

Step 4: Preparing for Service

The third and final step before starting service is to complete practice trips, prior to the start of school.

- Practice trips normally consist of visiting the school campus to view their designated pick-up and drop-off areas and become familiar with the school's protocols. Upon parent request, we will also use this time to introduce the driver to the parent and their student.
- During this time, we will drive the proposed route to make sure the driver is aware of the address locations and to also validate that the time designated to complete the trip is realistic in a real-world scenario.

Post-Startup

- To best serve the district, families, and students, we will continue to onboard and verify drivers and vehicles to ensure there are always enough drivers available should the program grow or have other additional transportation needs. We strive to always have a bench of additional drivers that represent 10% of the current number of vehicles transporting students.
- As the school year progresses, our staff will also perform ongoing school and home campus site visits, this helps to make sure schools and families are having a great experience and that they can provide us with ongoing feedback as the need arises.

Accuracy in Billing:

Our dedicated Business Support team meticulously reviews each monthly invoice before it is sent to the district. We have also created custom software designed specifically to support the financial billing model of alternative transportation. This system provides the district with reporting that shows each day's trips, the number of miles traveled, the students transported, and the equipment utilized. This allows the district to have full transparency into each trip and view a line-item report for every aspect of their student transportation program.

Customization

At First Alt®, we recognize that every school district has unique needs when it comes to student transportation. Our approach is rooted in flexibility, responsiveness, and innovation to ensure that Knox County Schools receives a tailored solution that aligns with its goals.

Efficient Routing
- Tailored routes based on the district's student data, location, and scheduling needs to minimize ride times and maximize efficiency.
- We will customize our services by efficiently routing based on the district's specific student population, geography, and operational priorities—maximizing efficiency while minimizing ride times.

Alternative Transportation Options
- Flexible vehicle types (e.g., sedans, minivans, SUVs) for students who cannot be served by traditional yellow buses, including those with special needs or unique circumstances.
- Understanding that traditional yellow bus service may not be suitable for all students, we offer a range of alternative transportation options, including smaller-capacity vehicles, accessible vehicles, and individual ride services, ensuring equitable access for students with unique circumstances or special needs.

Customized Communication
- Communication channels and updates aligned with district preferences, including real-time ride tracking, parent notifications, and administrative dashboards.
- Our communication strategies will also be adapted to the district's preferences, ensuring that families, administrators, and drivers are consistently informed through customized messaging tools, real-time updates, and a dedicated support team.

Scalable Services
- Ability to grow or reduce service levels quickly based on district needs, including enrollment changes, program expansions, or budget adjustments.
- First Alt® is built to scale. Whether the district needs to expand services during peak times or reduce them due to changing enrollment or budget adjustments, we will remain agile—adjusting capacity and services accordingly while maintaining a high standard of safety and reliability.

Student-Centered Flexibility
- Service models designed to support after-school programs, mid-day transports, and emergency needs, based on district scheduling.

Dedicated Support Team
- A responsive support structure to collaborate directly with district staff and respond to day-to-day operational adjustments.



Core Processes

1. **Data Review and Communication:**
    - Initial data checks for inconsistencies.
    - Discussions with the district and communication with parents for accuracy and expectations setting.
2. **Routing and Optimization:**
    - Customized routing software manages data like bell times, equipment needs, and max ride times.
    - Regular reviews to consolidate routes and minimize costs while maintaining safety.
3. **Practice Trips:**
    - Drivers conduct practice runs to familiarize themselves with routes, school protocols, and parent/student needs.

Post-Startup Support

- Ongoing driver and vehicle verification to accommodate program growth.
- Regular site visits to gather feedback from schools and families.
- Continuous route optimization to improve efficiency and reduce costs.

Billing Transparency

- A dedicated business support team uses custom software to generate detailed, transparent invoices. Reporting includes trip details, miles traveled, and equipment used.

Commitment to Excellence

- Established relationships with local drivers and experience in alternative transportation.
- Orientation sessions for drivers ensure compliance with training and district expectations.
- Proactive engagement with district stakeholders for tailored solutions.

By leveraging a proven start-up methodology, a specialized team, and customized tools, this plan ensures safe, efficient, and responsive transportation services for special education students.

FIRST student

Safety and Training





When it comes to the safety of students, it's imperative

that the school district, parents, and caregivers feel confident in those they trust with their student transportation. With First Alt® , a division of First Student, as your student transportation provider of choice, you can rest assured the safety of your students is our main priority.

- When a student takes that first step into the vehicle, they should feel safe and secure.
- When a parent waves goodbye to their child, they should feel confident that their most precious cargo will arrive to school safe and ready to learn.
- When a teacher or principal meet at the end of each school day, there should be no doubt that their students will have a safe journey back to their home.

We provide service for

Students with Special Needs
McKinney Vento Students
Out-of-District Students
Hard-to-Serve Trips

It is our goal that everyone – students, parents, and district staff – feel comfortable and confident that we will provide the best start and finish to each student's school day.

How We Build a Strong Safety Culture

School districts that partner with First Alt® gain the support of an entire safety organization.

We built student-centered safety programs that establish and uphold an effective safety culture all can trust—one where we are continuously learning and proactively applying best practices.

We know that the safety of students is the number one priority. We foster a commitment to safety and accountability by:

- Training our drivers to improve their decision-making skills when driving and maneuvering in different environments and responding to challenging situations outside and inside the vehicle.
- Making sure all transportation providers and their drivers meet all First Alt® , state, local, and district requirements before they can service trips.
- Preparing our drivers to handle special needs equipment and other specific accommodations for students with special needs.

First Alt® Student Transportation Driver Training Program

The First Alt® Student Transportation Driver Training is about more than just preparing a new driver for the road. We invest in each new driver's success and help them develop essential customer service and safe decision-making skills.

Our training modules prepare the driver for success by creating awareness on specific areas of safety when driving, such as Smith System for defensive driving, student sensitivity, and professionalism.

New Driver Training Program

Module 1 – Introduction

- About First Student/Mission/Values
- Customer Care / Safety as a Core Value
- Driver Professionalism and Responsibilities



Module 2 – The Professional Student Transportation Driver

- Fundamentals: Maneuvering & Skills
- Driving in Different Environments
- Advanced Driving Techniques
- Railroad Crossing Procedures



Module 3 – Critical Tasks, Emergency, and Security

- Passenger Loading and Unloading
- Vehicle Security
- Vehicle Emergencies



Module 4 – Working with and Understanding Students

- Influencing Behavior Techniques
- Understanding Students
- Effective Student Communication

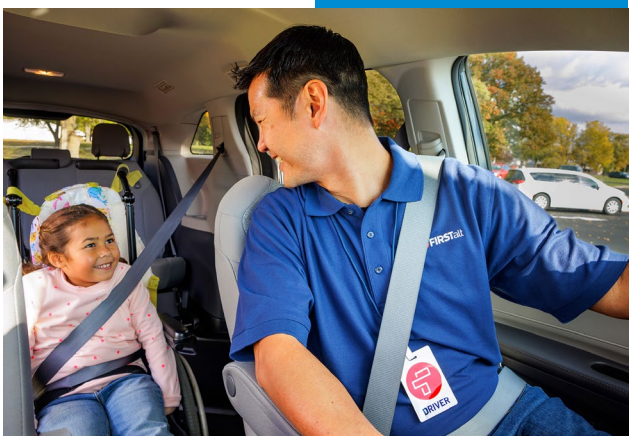


Module 5 – Working with Students with Special Needs

- Understanding Types of Disabilities
- Best Practices for Communicating and Interreacting with Students with Special Needs
- Functions of Behavior / Rage Cycle
- Evacuating in Case of Emergency



Transporting Students with Special Needs Training



We understand that every child with physical and developmental disabilities and other concerns is an individual with unique characteristics, a unique personality, and unique abilities. First Alt® is dedicated to educating our transportation providers on the characteristics of disabilities and how to address challenges, ensuring a safe and enjoyable ride for every student.

Drivers and monitors are required to complete a multi-module training that includes material developed by behavioral experts. The training also includes guidelines, best practices, and tools for manipulating and operating specialized equipment.

Applying Consistent Rules and Expectations

- Participants learn how to adapt and provide for individual needs relating to verbal and nonverbal communication styles.
- Special education and laws involved in transporting children with physical, developmental, and other concerns.
- Inclusion, sensitivity, confidentiality, and etiquette.
- Positive strategies for addressing behavior challenges, managing crises and reporting procedure.
- Vehicle operation, including wheelchair lift operation and other mobility devices.

Additional training modules are outlined below.

Transporting Students with Disabilities/Special Needs

Module 5, Part 2 – Transporting Students Who Utilize Mobility Devices

- Proper inspection of equipment
- Loading/unloading student who utilizes special equipment
- Proper student securement
- Loading and securing wheelchairs and scooters

Module 5, Part 3 – Transporting Students Who Utilize CSRS or Non-Conforming Vehicles (Child Restraint System)

- Inspection procedures/approved equipment
- Proper securement of CSRS to seat
- Proper securement of student to CSRS

Student Interaction Policy - Positively Influencing Student Behavior

Our driver and monitor trainings cover age and ability-based methods for interacting and communicating with Pre-K to Grade 12 students. We educate our transportation providers on how to set age-appropriate behavior expectations and offer sincere praise for exemplary behavior.

With our *I Care + We Care* initiative, students in the vehicle are given meaningful and proactive feedback when they are "getting it right". Positive feedback like this helps to develop trusting relationships based on mutual respect and establishes a foundation on which to resolve issues together when they occur.

I Care + We Care training curriculum includes the following topics:

- Serving as a positive role model.
- Resolving conflicts and mediating disagreements.
- Asserting authority and obtaining support to prevent escalation and halt unsafe situations.
- Responding to dangerous behavior in coordination with local police (i.e., using radio codes and action team protocols.
- Recognizing and rewarding positive behavior.
- Being fair and consistent with all students.
- Intensive driver training addressing a wide range of potential compliance with ADA regulations.

Using the beliefs of our special education training program, FirstServes™, our training focuses on understanding that children's behavior is a form of communication. Instead of a traditional "behavior management" approach, our program emphasizes understanding and influencing students' actions in order to respond in the most beneficial manner.

Student Behavior Reporting

While our driver training emphasizes positive reinforcement, there may be times to consider behavior intervention to maintain safety and order in the vehicle. When deemed necessary, drivers and monitors will report conduct improvements and infractions to First Alt® management, who will then notify the district according to district policies. When our staff, drivers and school personnel work as a team, the result is a cohesive and effective student behavior program.

First Student's proprietary program, is a web-based communication tool that helps to streamline student behavior reporting and tracking.

Emergency and Security Preparedness

While each emergency is unique, our training is designed to bring structure to incident management and appropriate response to emergency and security situations.



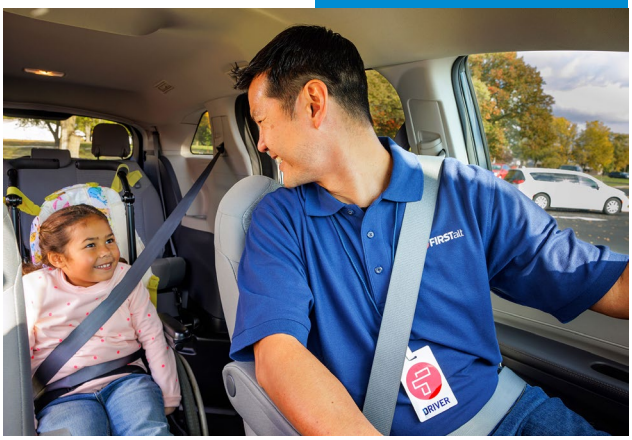
Ongoing Driver Training

Continuous Improvement Materials

In addition to meeting all district, local, state, and federal driver training requirements, First Alt® Student Transportation Drivers participate in annual refresher and remedial training sessions and meetings.

Transporting Students with Special Needs Training

We understand that every child with physical and developmental disabilities and other concerns is an individual with unique characteristics, a unique personality, and unique abilities. First Alt® is dedicated to educating our transportation providers on the characteristics of disabilities and how to address challenges, ensuring a safe and enjoyable ride for every student.
Drivers and monitors are required to complete a multi-module training that includes material developed by behavioral experts. The training also includes guidelines, best practices, and tools for manipulating and operating specialized equipment.



Post Accident Procedures

In the rare case of an accident, an internal notification system alerts all parties which initiates phone calls to the district, guardians, and school. Documentation, known as an Incident Report, will be sent to the district once all details have been gathered. For non-urgent incidents, such as a student removing their seatbelt while in the vehicle, Incident Reports are sent within 2 business days. Our policies align with the DOT regulations to ensure safety and compliance.

Customer Service is readily available to make sure any incidents and accidents are documented and tracked using First Student software and will not be closed until all information is gathered and dispersed per contract. Internally, the First Student alternative transportation process is:

- Notify the Account Manager
- Notify the district
- Notify the guardians
- Notify the school
- Driver completes post-accident paperwork
- Driver completes post-accident drug/alcohol screening, as needed, within 32 hours if the accident is considered preventable. A preventable collision is “one in which the driver failed to do everything reasonable to avoid or prevent it” and means “driving to prevent accidents in spite of the incorrect actions of others, and in spite of the adverse conditions.”
- First Alt® completes post-accident report or incident report, which is submitted to the district
- Case closed once all matters resolved and documentation has been logged

Centralized Driver Files

First Alt® utilizes a customized technology platform that allows drivers to securely upload all required documentation directly into our system. This platform is closely monitored by our Partner Services team to ensure that all driver files are complete, compliant, and consistently updated in accordance with applicable regulations and contract requirements. All documents are stored securely, and the system automatically tracks expiration dates and notifies drivers and staff of any upcoming renewals or missing items, ensuring continuous compliance. All records are stored within our platform and kept for a minimum of five years.

Recognitions and Awards

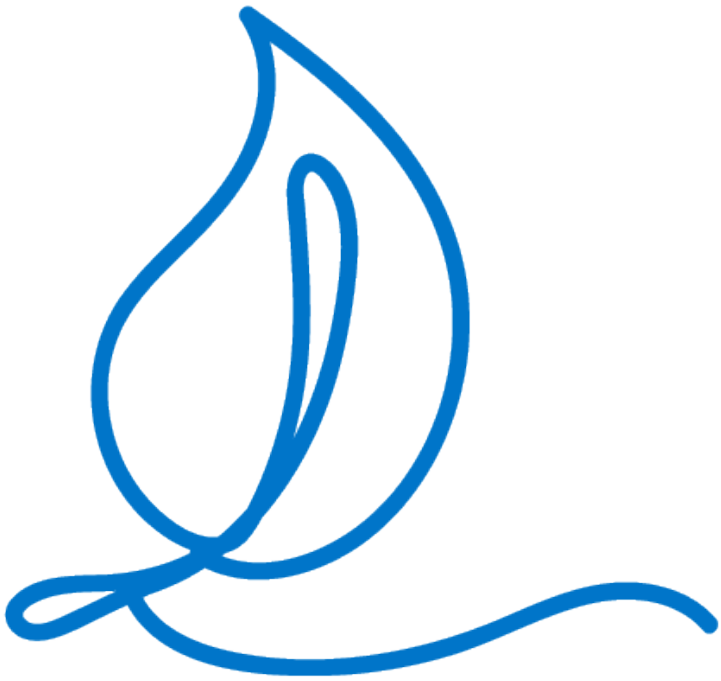
In addition to being a trusted partner to our districts, we're also celebrated by our peers. In 2023, the National School Transportation Association (NSTA) named First Student its Contractor of the Year for our leadership in innovation, safety, and operational excellence. We have developed several programs to improve the student transportation experience, including our one-of-a-kind First Serves® special education program and First Alt®, our alternative transportation program. We are also leaders in sustainability efforts, with a robust school bus electrification division and several initiatives to lower our emissions. With First Student, Knox County Schools has a truly first-in-class partner for its student transportation.

First Student has also received numerous other awards, including School Transportation's News' Green Bus Fleet award for our electrification milestones. We are the only student transportation provider to receive the National Safety Council's Green Cross for Safety. We are also members of the Campbell Institute, a recognized leader in environmental, health, and safety (EHS) initiatives. These awards demonstrate our obsession with driving the industry forward into a safer, cleaner future.



FIRST student

Incident and Collision Overview



Incident & Collision Procedures

In case of an incident or collision during transportation of a student, First Alt's staff immediately initiates contact with the district, guardians, and school (s) as applicable. Once all parties have been notified and we have ensured the safety and wellbeing of the students, we then create and distribute an Incident Report. For urgent incidents/collisions, a report will be delivered to the district within 24 hours. For non-urgent incidents, such as a student removing their seatbelt while in the vehicle, an Incident Report will be sent within 2 business days.

When notification of an accident/incident is received, First Alt will immediately notify the following:

- Local First Alt Operations Manager
- First Alt's Safety and Risk Specialists
- The School District
- The impacted school
- The student's parent/guardian

Additional Steps:

- The First Alt Operations Manager will assist with communication updates, find a substitute driver if needed, etc.
- Documentation of the collision or incident is gathered from all parties.
- Driver completes post-collision paperwork/statement and post-collision drug/alcohol screening (as needed).
- The incident report is submitted to the district.
- First Alt continues communication and gathering of data until the district's expectations have been met.

In the event of a collision, the safety and well-being of everyone involved is paramount. Drivers are instructed to follow the steps outlined below:

1. **Ensure Safety First**: The immediate priority for the driver is to ensure the safety of the students, themselves, and any other individuals involved in the collision/incident. This may involve moving to a safe location away from traffic if possible and attending to any injuries.
2. **Contact Emergency Services**: If there are injuries or significant damage, the driver should immediately contact emergency services (such as the police and medical assistance) by dialing 911. It is crucial to provide accurate information about the location and nature of the collision or incident.
3. **Notify First Alt:** The driver should then notify First Alt as soon as possible following the collision or incident. They should provide a detailed account of what happened, including any injuries, damage to vehicles or property, and actions taken at the scene. This allows First Alt to provide appropriate support and guidance to the driver and initiate any necessary follow-up actions.
4. **Exchange Information**: The driver should exchange contact and insurance information with the other parties involved.
5. **Document the Scene:** Safety of the passenger(s) and driver is always the priority. The driver should document the scene of the collision by taking photos or videos from multiple angles if they can do so safely.
6. **Cooperate with Authorities:** The driver should cooperate fully with law enforcement officers and emergency responders at the scene of the collision.
7. **Follow Company Policies:** Drivers are expected to follow any specific incident or collision reporting, and documentation procedures outlined in our company policies. This may include completing incident reports, participating in investigations and adhering to any other relevant protocols.

By following these procedures, drivers can help ensure that the students are safe, First Alt, the School District and parents/guardians are promptly informed, and the collision/incident is properly documented.

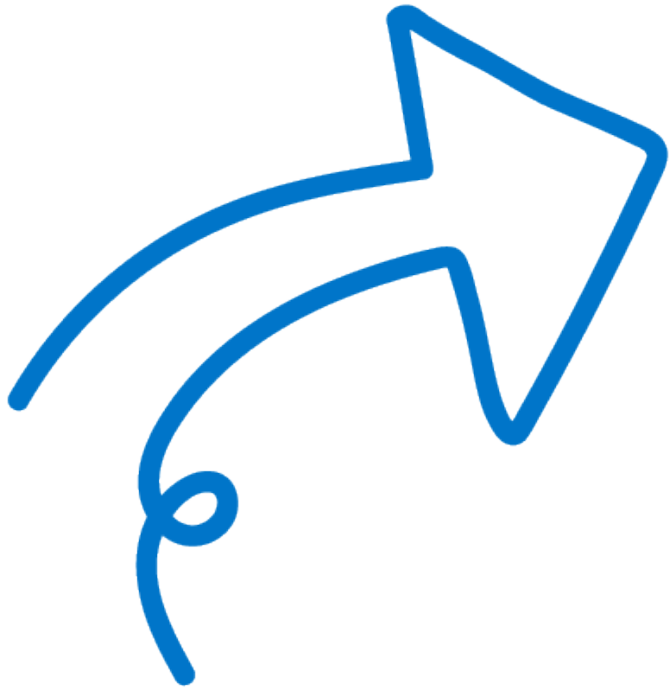
This document (and any attachment) is intended solely for the addressee and may contain confidential information. If you have received this document in error, please notify us immediately and delete it. Reading, disclosing, copying, or disseminating any portion of this transmission without authorization is prohibited.

Tab V
Proposed Costs



FIRST student

Pricing Overview



After a review of the bid specifications, we believe we can offer the best and most competitively priced solution for Knox County Schools. First Alt®'s pricing matrix includes the associated fees for the following vehicle types:



WHEELCHAIR VAN



SEDAN



MINIVAN



SUV

PROPOSED PRICING	
Base Trip Elements	**Charge**
Trip Minimum	$65.00
Mileage Included in Trip Minimum	12 miles
Cost Per Mile > Miles Included	$2.50
Additional Trip Elements – As Needed	**Charge**
Equipment Service Fee (Car seat, booster, safety vest, buckle guard, etc.) (If Contractor provided and with District approval)	$5.00
Camera Fee (If Contractor provided and with District approval)	$2.50
Wheelchair Service Fee	$50.00
Monitor Fee (Per hour, 2-hour minimum) (If Contractor provided and with District approval)	$30.00
District Approved Wait Time (Per hour, billed in 15-minute increments)	$60.00
Hard to Service Trips (With District approval)	TBD
Late Cancel (Less than two hours prior to scheduled pick-up time)	Full Price of Trip
No-Show (100% of the students on a trip are not present)	Full Price of Trip

Trip Elements and Pricing Definitions

All pricing is applied per one-way trip and not per student. The trip minimum also includes as many students as can be routed into the vehicle. Most vehicles carry one to four students.

As additional students are added to existing routes there is no additional charge other than any additional mileage over the included mileage or needed equipment. Vehicle type and capacity are determined by student requirements and vehicle availability.

The district will only be charged for miles incurred while a student or monitor is on board the vehicle. When no student or monitor is on board the vehicle, no mileage charges will be assessed.

Trip Charges

One-way transportation from home-to-school (inbound trip) or school-to-home (outbound trip) with a student or monitor continually on board. A trip is a collection of students combined into one vehicle with all pick up/drop off and other needs accounted for. Customers are billed on a per trip basis. A trip may contain any of the following: a single student, multiple students, monitor, special equipment. Billable elements of a trip may include - a trip minimum fee, trip mileage, monitor, equipment, and any other applicable considerations. The total number of trips a district is charged for is determined by adding together each of the one-way trips.

Trip Minimum

The minimum charge for any trip regardless of miles, equipment, etc.

Mileage Charges

The district will only be charged for miles incurred while a student or monitor is on board the vehicle. When no student or monitor is on board the vehicle, no mileage charges will be incurred. Mileage charges are calculated on driving distance through a third-party provider such as Google or MapQuest. We determine the mileage based on the most efficient route for the district and students. The total mileage is rounded up to the next whole mile. All mileage will be calculated based on approved student and school addresses provided by the district. When monitors are riding on the vehicle the mileage rate will continue until the monitor is returned to their point of origin.

Student Equipment Service Fee

Per student/per trip cost for students requiring additional equipment such as a car seat, safety vest, buckle guard, etc. An equipment fee is only applied for any equipment supplied by First Alt®, at the direction of the District.

Wheelchair Vehicle

An additional cost is charged when a wheelchair vehicle is required, the cost is applied per wheelchair.

Miles Included

Miles Included in Trip Minimum. If additional students are added to a trip and the miles remain under the “miles included” number, no additional charge will be incurred.

Monitor

If the district provides the monitor, there is no additional monitor charge, other than any additional mileage that might be added to the trip. A monitor charge (per trip) will be applied for any monitor supplied by First Alt®, per the District’s request, in addition to any added mileage to the trip.

Travel Time

Per most school district and state standards, the expected travel time for students we are transporting will not exceed one hour for each one-way trip unless approved by the school district. However, we fully understand some children may live quite a distance from school, have adverse weather, traffic, or other unusual conditions, and therefore will need more than one hour of travel time.

Standard Wait Time

Drivers will wait three minutes past the regular scheduled pick-up time if students are not ready for pick-up at the scheduled pick-up time. If the students are still not ready after the three minutes of wait time, the student will be marked as a no-show and the driver will move on to their next scheduled stop.

When returning home, if the parents or responsible party are not available to receive the student, we will contact the responsible party by phone for further instructions. If they are unavailable, we will contact the school district for instructions. If we are directed to return the student to school or are unable to reach either party, we will return the student to a school district representative at the student's school.

If we contact the school district and are advised to wait onsite, we will then bill according to the school district's approved wait time.

District Approved Wait Time

Wait time will only be charged upon the district's request and/or approval. Wait time will be billed per hour, in 15-minute increments. Wait time is utilized when a district requests a driver to wait at the home or school beyond the scheduled pick-up/drop-off time.

Hard to Service Trips

If a particular trip or group of trips are determined to be "hard to service," First Alt® will work closely with the district to determine the best method to service these trips and what additional costs will be needed to assist drivers in servicing these trips. Examples would include students that may urinate or vomit on a regular basis during the trip, trips that are in remote service areas, etc. The purpose of this pricing element is to provide First Alt® and the district with a method and approach to service trips that include exceedingly challenging circumstances.

No-Shows and Late Cancels

A late cancel charge is incurred when First Alt® has been notified of a trip cancellation less than two hours prior to the scheduled pick-up time.

A no-show is incurred once the driver has arrived at the pick-up location within the scheduled pick-up window and having waited the designated time to pick-up the student, no student is present. A trip is marked as a no-show when 100% of the students on a trip are not present. All trips will remain active unless the district indicates otherwise.

Adding and Removing Students

We recognize that a district's student transportation needs are constantly changing. Examples include new students needing transportation, students moving out of the district or to a new address within the district, students no longer needing transportation, etc. When it becomes necessary to make changes to a previously routed trip, First Alt® will provide the district with the updated details including the updated cost of trip, the new order of student pick-ups and the updated pick-up times. First Alt® will then await district approval of the cost impact before proceeding.

New student transportation requests or changes to existing trips often take 48 hours or less but may take up to 72 hours to implement. If First Alt® staff believes the requested addition or change could take more than 72 hours, we will communicate with the school district to determine a reasonable amount of time.

Amendment of Rates

Rates for services provided under this agreement shall be adjusted at an increased rate of 3% each year.

Fuel Surcharges

When the average fuel price exceeds $5.00 per gallon, the mileage rate will be increased by calculating 50% of the fuel price that exceeds $5.00 and adding it to the base mileage rate. Thus, if the price of fuel, according to the average fuel price index, is $5.60, the increase would be 50% of the 60 cents or 30 cents. Such surcharges apply for the miles included in the ride base price. The fuel price index to be used shall be found under the category of "[Your Specific State or Region] U.S. and an Average Fuel Prices (dollars per gallon) to be calculated from the following website: https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_sca_w.htm



STUDENT CANCELLATIONS

Temporary Student Cancellation: If a student is sick or will not be attending school temporarily (5 days or less), the parent or district can reach out to First Alt® directly to make this request. If a student is a single rider and is temporarily cancelled there will be no trip charge. If the student is part of a multiple rider trip, the district will be charged the normal trip rate.

Permanent Student Cancellation: The permanent cancellation of a student from a trip requires district notification and approval. If the student is a single rider, then the trip will be permanently cancelled, and no additional costs will be incurred by the district. If the student is part of a multi-rider trip, First Alt® will consolidate the route, remove any mileage or equipment charges associated with the cancelled student and provide the district with the updated trip and cost information.

Attachment A
Pricing Sheet



ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
PRICING
REQUEST FOR PROPOSAL NUMBER 3655

Regularly Scheduled Flat Rate per Mile (Non-Call-In Service)	$ 2.50 per mile
Flat Rate per Mile (Call-In Service Monday thru Friday 6AM-6PM)	$ 2.50 per mile
Flat Rate per Mile (Call-In Service Monday thru Friday 6PM-10PM and Saturday 6AM-10PM)	$ 3.50 per mile
Charges for Additional Passengers	$ 0.00 per passenger
Minimum Charge (if applicable)	$ 65.00 per trip
Additionally, Contractors are asked to provide prices for the sample trips outlined below, inclusive of any applicable additional passenger charges, minimum charges, and/or other charges. Please provide a breakdown of cost by each route as well as a total cost per scenario.	
Scenario 1: Route A: 3528 Laurel View Rd. to Whittle Springs Middle School (1 student) Route B: 1219 Pilleaux Dr. to Powell Elementary School (1 student) 1219 Pilleaux Dr. to Powell Middle School (1 student) (Note: 2 students total) Route C: 2544 Byington Solway Rd. to West High School (2 students)	Route A: $ 65.00 per trip Route B: $ 65.00 per trip Route C: $ 65.00 per trip Total Cost for Scenario 1: $ 195.00
Scenario 2: Route A: Pickup 1: 9314 Smoky Row Rd. (1 student) Pickup 2: 1119 Andrew Johnson Highway (1 student) Pickup 3: 3308 Mine Rd. (1 student) Pickup 4: 6210 Cardwell Rd. (1 student) Drop-Off: Gibbs Middle School (4 students)	Total Cost for Scenario 2: $ 117.50
Scenario 3 (11:30 AM): Route A: Farragut High School to Goodwill Industries, 5412 Pleasant Ridge Rd. (2 students)	Total Cost for Scenario 3: $ 77.50
Scenario 4: Route B: 103 Ithaca Ln., Oak Ridge, TN 37830 to Cedar Bluff Elementary School (1 student)	Total Cost for Scenario 4: $ 72.50

Note: Contractors may submit additional information detailing any alternative pricing schematics that may be utilized by Knox County Schools, but at a minimum, Contractors must submit pricing as requested per Attachment A. Please attach additional pages if necessary. Failure to submit pricing as requested per Attachment A may result in a vendor being deemed non-responsive.

Tab VI
Other Information



Tab VII
Exceptions



FIRST student

Contract Suggestions





A long, mutually beneficial partnership is our goal. We have requested modifications to certain terms and conditions accompanying the bid specifications and suggested preferred language below. It is our intent that these items be discussed with Knox County Schools during contract negotiations and that the end product of these discussions provides clear expectations for our relationship, as well as appropriate protections for both parties.

Indemnification
Document Location: Page 5, Section 2.11 and Page 24, Contract No. 14

First Student respectfully requests a discussion with Knox County pertaining to the following:

Contractor agrees to indemnify, hold harmless, and defend County, its schools and their respective governing board, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by the negligence or willful misconduct of Contractor, its agents, or employees in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of County, its schools and their respective agents or employees; student upon student violence; routing or scheduling; or Contractor's good faith adherence to County's policies, procedures, or directives.
County agrees to indemnify, hold harmless, and defend Contractor, its directors, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused the negligence or willful misconduct of County, its schools and their respective boards, agents, or employees in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Contractor, its agents or employees.
Notwithstanding the foregoing, (a) each Party shall advise the other Party in writing of any claims, notices, or additional information received by it or of which it becomes aware for which such Party will seek indemnification hereunder, in such time and manner as not to impair or prejudice the ability of the indemnifying Party to defend such claims or investigate such notice, (b) each Party shall provide the indemnifying Party with the cooperation and assistance necessary to defend such claim requested by the indemnifying Party, and (c) neither Party shall settle or compromise any claim admitting the fault, liability, or negligence of the other Party without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. The obligations set forth in this paragraph shall survive the termination of this Agreement. As it applies to both Parties, nothing in this Agreement shall be construed to prevent or reduce the immunities from civil liability granted by applicable law.

Pricing and Billing
Document Location: Page 2, Section 1.15, Section 1.17 on Page 2, Page 8, Sections 3.18-3.20, Page 9, Section 3.26

First Student respectfully requests to open a conversation with Knox County to outline the language below, ensuring clarity and mutual understanding between both parties:

Contractor will submit to County a monthly invoice of its services rendered during the prior month. County shall pay all undisputed amounts due to the Contractor on or before the 10th business day following the date on which the invoice has been submitted.
If any portion of the billed service in the statement is disputed by County or the County seeks a revised invoice, County shall deliver written notice specifying the disputed amount or requested revisions to the Contractor within five (5) business days of receipt of the invoice by County. In the absence of County timely providing said written notice, County waives any right to dispute said statement or reject the invoice in the future. All disputes shall be resolved pursuant to the Dispute Resolution clause of this Agreement.
In the event that County fails to make a payment on any sums due hereunder, and such sums remain unpaid for 30 days, Contractor shall be entitled to charge interest on unpaid amounts at the rate of the lesser of 1.5% per month or the maximum amount allowed by state law. In the event of repeated delinquency by County, Contractor shall have the right to request a deposit or payment bond from County before resuming service. Without limitation, Contractor shall be entitled to court costs, litigation expenses and attorneys' fees incurred in any attempt to collect unpaid amounts due under this Agreement.

Installation of Cameras/Radios/GPS Software

First Student respectfully requests a discussion regarding the installation and monitoring of cameras, radios and GPS within the vehicle(s) assigned to the district's routes. This suggestion is aimed at enhancing operational safety, ensuring equipment functionality, and supporting efficient incident resolution.

Tab VIII
Attachments



Attachment B
References



ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3655

Vendor Name: First Student, Inc.

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. 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 list Knox County Government or Knox County Schools as a reference.

Name of Firm: Alexandria City Public Schools
Contact Person: Monya Baldwin Phone Number: 703-461-4169 ext 2202
Email Address: monya.baldwin@acps.k12.va.us Fax Number:
Nature of Contract: Alternative Student Transportation Services
Services Provided: Alternative Student Transportation Services
Dollar amount: $ $5+ Million (over life of contract)
Contract start date: 8/8/24 Contract end date: 7/28/2029

Name of Firm: Charleston County School District
Contact Person: James Lynch Phone Number: 843-566-8141
Email Address: james_lynch@charleston.k12.sc.us Fax Number:
Nature of Contract: Alternative Student Transportation Services
Services Provided: Alternative Student Transportation Services
Dollar amount: $ $2+ Million (over life of contract)
Contract start date: 8/27/24 Contract end date: 8/26/2029

Name of Firm: Prince William County Public Schools
Contact Person: Jennifer Coble Phone Number: 571-402-3850
Email Address: coblejm@pwcs.edu Fax Number:
Nature of Contract: Alternative Student Transportation Services
Services Provided: Alternative Student Transportation Services
Dollar amount: $ $2+ Million (over life of contract)
Contract start date: 10/10/23 Contract end date: 8/8/27

Attachment C
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/25/2025

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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	**CONTACT NAME:** **PHONE (A/C. No. Ext):** (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105 **E-MAIL ADDRESS:**
INSURED First Student Inc 191 Rosa Parks Street, 8th Floor Cincinnati OH 45202 USA	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A:** AIU Insurance Company 19399 **INSURER B:** Old Republic Insurance Company 24147 **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 570112266345 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y		MWZY31683725 SIR applies per policy terms & conditions	04/01/2025	04/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$3,000,000 $3,000,000 $5,000 $3,000,000 $3,000,000 $3,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MWTB-316836-25 AOS	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$3,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC065703633 AOS WC065703634 WI	04/01/2025 04/01/2025	04/01/2026 04/01/2026	X 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)

RE: RFP No. 3655, School Transportation Services, Location No. 23160. Knox County and Knox County Schools are included as Additional Insured in accordance with the policy provisions of the General Liability policy. Should General Liability policy be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of policy.

CERTIFICATE HOLDER

Knox County and Knox County Schools
Attn: Rachel Cabrera
1000 North Central Street, Suite 100
Knoxville TN 37917 USA

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

Aon Risk Services Central Inc.

Holder Identifier :

Certificate No : 570112266345

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Chris Ruffley
AON Risk Services
Central, Inc.

© Insurance Services Office, Inc., 2018

Attachment D
Criminal History Check Affidavit



ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3655

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, Gregg Prettyman, President or other Principal

Officer of First Student, Inc., 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: First Student, Inc.
Name of Company

STATE OF TENNESSEE}
COUNTY OF Knox }

Subscribed and sworn before me by Gregg Prettyman,

President or Principal Officer of First Student, Inc.,

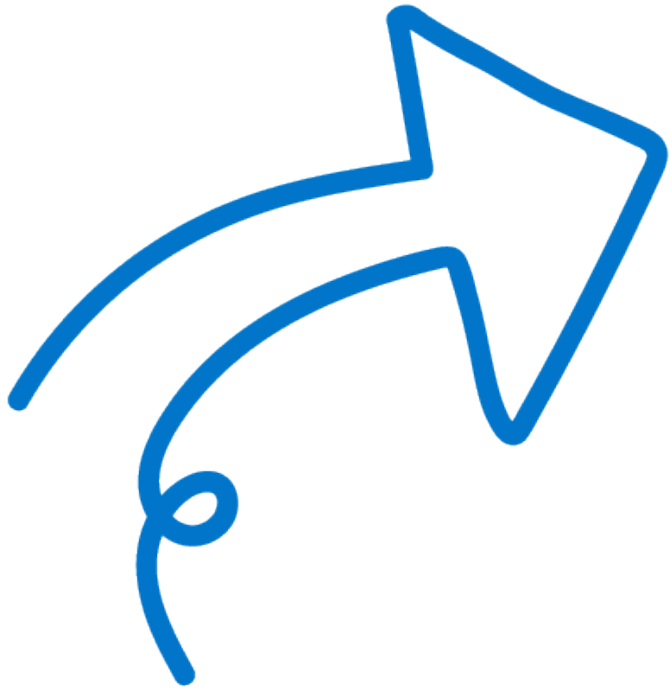
On this 17th day of April, 2025.

Notary Public

My Commission expires: Aug. 8th, 2028

KONI PRETTYMAN
COMM. #2497003
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Commission Expires Aug 08, 2028

Attachment E
Iran Divestment Act/No Boycott of Israel



ATTACHMENT E
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSALS NUMBER 3655

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: VP of Alternative Transportation Date: April 25, 2025

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: VP of Alternative Transportation Date: April 25, 2025

thank you

FIRSTstudent

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 3655

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	$ 1,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 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	$2,000,000	
NO		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-VII or better or its equivalent.**

21. ***Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.***

22. **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.**

23. **Certificate of Insurance shall show the RFP number and title.**

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: Aon **Authorizing Signature:** Shannon Maher

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

Proposer's Name: Gregg Prettyman **Authorizing Signature:** 

Knox County Government
and
McConkey Transportation Inc

This Contract, made and entered into between the Knox County Government, hereinafter referred to as the "County" and McConkey Transportation Inc hereinafter referred to as "Contractor."

Whereas, the County requested proposals for School Transportation Services for Knox County Government and Knox County Schools (Request for Proposal #3655) and;

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

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposal, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposal specifications and the Contractor's proposal and 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 on the 31st day of July 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs four and five. Upon mutual agreement of the Contractor and Knox County, the Contract 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. Amendments. No alterations, amendments, changes, modification or additions to this Contract shall be binding on Knox County without prior written approval of the County.

3. Payment. Knox County requires a minimum of thirty (30) days to process payment after receipt of a properly submitted invoice. If an invoice has not been paid within thirty (30) days, vendor shall contact the using department. The County will not agree to any late payment fees, penalties, etc. Any provision requiring late payment fees, penalties, etc., in a response to this solicitation or any other supplemental agreement(s) will not be accepted. The County shall pay Contractor properly submitted as agreed upon in the County's Request for Proposal for School Transportation Services per the Contractor's response to Request for Proposal #3655 and as negotiated; pursuant to all payments being subject to the County's review and approval. See Attachment B for pricing.

Regularly Scheduled Flat Rate per Mile (Non-Call-In Service) $2.75 per mile
Flat Rate per Mile (Call-in Service Monday thru Friday 6am-6pm) $3.00 per mile
Flat Rate per Mile (Call-in Service Monday thru Friday 6pm-10pm and Saturday 6am-10pm) $3.00 per mile
Minimum Charge $15.00

4. 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 expressed permission of County.

In the event Contractor intends to interrupt or discontinue service under this Contract, and due to the timeframe required by the County to solicit and contract for goods and services, Contractor agrees to give Knox County at least one hundred twenty (120) days' 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.

Should the Contractor fail to provide the 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 as soon as possible. Failure to correct the problem(s) in a timely manner or repeated issues occurring with the service(s) to be provided, may lead to the termination of the Contract by the County. For the purposes of this Contract, interruption shall not include interruptions due to normal system maintenance or Force Majeure events.

5. Appropriations. In the event no funds are appropriated by the County for School Transportation 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.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability resulting from actions of the Contractor or Contractor's employees.

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 School Transportation Services, 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 transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of the County. If Contractor assigns this contract to another party, an Assignment of Contract must be executed between the County and the new party. Knox County will draft this "Assignment of Contract" document. Any assignment without such express written permission may result in the automatic termination of this Agreement.

10. 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 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 form.

11. Right to inspect. Pursuant to Section 2.4 and Section 2.20 of the RFP, the 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 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.

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 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. Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Knox County will comply with all legitimate requests.

14. Insurance. Contractor shall maintain a current Certificate of Insurance including any corresponding endorsement page(s) with the specified coverage listing Knox County and Knox County Schools as an additional insured. It shall be the Contractor's responsibility to keep a current Certificate of Insurance and endorsement page(s) on file with Knox County Procurement for the life of the Contract. See Attachment A for insurance checklist coverage requirements.

15. Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all third-party suits, claims, actions or physical damages of any nature brought because of, arising out of, or due to any alleged breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any grossly negligent act or occurrence or any intentional omission or commission of Contractor, its subcontractors, suppliers, agents or employees. Knox County has not been given authority under the laws of the State of Tennessee to indemnify a contractor under any circumstances. This includes, but is not limited to, Third Party Claims. The inclusion of any language requiring indemnification by the County in this Contract or any supplemental documents, will not be accepted.

16. Delivery. Contractor shall render School Transportation Services for the County in accordance with Request for Proposal #3655.

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 be liable for indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages. No provision of this Agreement shall act or be deemed to be a waiver by Knox County or the County/School System of any immunity or of any provision of the TENNESSEE GOVERNMENTAL TORT LIABILITY ACT. Tenn. Code Ann 29-20- 101 et seq. Any liability to the Vendor or third parties for any claims, damages, losses, or costs arising out of, or related to acts performed by the County/School System under this Agreement will be governed and limited by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. 29-20-101 et seq."

19. Contract documents. This Contract is the leading document and shall take precedence over any documents referenced herein. 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 #3655, for School Transportation Services and Addendum I
B. Contractor's Response to Request for Proposal #3655 for School Transportation Services, 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 copy on the day and year last 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

Date:_____

KNOX COUNTY GOVERNMENT

_____ GLENN JACOBS

MAYOR – Signature MAYOR

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT NO. 25-434(d) KNOX COUNTY, TENNESSEE

APPROVED AS TO LEGAL FORM

_____ Gary Dupler

LAW DIRECTOR – Signature LAW DIRECTOR – Printed Name

Date: 6/23/2025

CONTRACTOR

_____ _____

AUTHORIZED SIGNATURE VENDOR – Printed Name

MCCONKEY TRANSPORTATION INC

COMPANY NAME

Date:_____

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **School Transportation Services** as specified herein. Proposals must be received by **2:00 p.m.** on **May 8, 2025**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

Proposal Number 3655
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 Rachel Cabrera, Senior Buyer, at 865.215.5751. Questions may be emailed to Rachel.Cabrera@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 one hundred twenty (120) 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 Proposal.

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 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 will 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 award. Knox County 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 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, Business Outreach Administrator
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.7 **CONFLICT OF INTEREST:** Vendors must have read and comply with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.

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

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. Facsimile and email 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 on-line vendor registration and maintenance, electronic receipt of Purchase Orders, on-line retrieval and submittal of quotes and bids 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 METHOD:** Knox County utilizes two (2) methods of placing order for products and/or services. 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 with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their proposal response if the vendor will accept Knox County's Credit Card (VISA) as a 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, 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:** 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.

1.19 **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 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.

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;
1.20.3 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 Proposal (RFP) 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 **April 24, 2025 at 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 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 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 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 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 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 subcontract 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 RECORDS CHECK:** Any and all successful proposers, Contractor's employees, Contractor's subcontractors and the employees of any subcontractors must submit to a criminal history records check at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are expected to be present. Reference Tennessee Code Annotated Section 49-5-413. Proposers **must** submit with their proposals the Criminal History Affidavit of Compliance.

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 County 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 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.

2.11 **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 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.

2.15 **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.

2.16 **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.

2.17 **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 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) Request for Proposal, (3) Contractor's 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, and 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 and warehoused.

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 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.

2.23 **TERMINATION:** County may terminate this agreement with or without cause at anytime. 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.

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 days' 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.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, solicitation 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 set forth and convey to prospective proposers the general type and character of Point-to-Point School Transportation Services as desired by the Knox County Schools Transportation Department (hereafter referred to as KCSTD). Award will be based on Best Value. Best Value means more than lowest cost, it includes safety, the 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 as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITION OR DELETION OF SERVICES:** Knox County reserves the right to add services as the need arises or to delete services that have become obsolete 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:** The length of this Contract will be two (2) years with the option to renew upon mutual consent of both parties. The term agreement may be extended for three (3) additional one (1) year options, for a possible total of five (5) years. Knox County reserves the right to purchase these products and/or 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 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 **COMMUNICATIONS:** The successful execution of this contract will require extensive communication between all involved parties. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have an email address that is regularly monitored. 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 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 **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 on 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.

3.10 **CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful vendor(s). The Contract may require Knox County Board of Education and/or Knox County Commission approval. The successful vendor(s) may be required to be present at the Board of Education and/or County Commission meeting(s) 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). Knox County will draft the Contract. A sample contract can be found under Exhibit A. The Knox County Procurement Division will not accept any vendor's contract. If Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted they will not be accepted.

3.11 **CONTRACTOR DUTIES:** At the Contractor's own expense, the Contractor shall:

3.11.1 Provide competent supervision;
3.11.2 Provide competent personnel;
3.11.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.

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

- Available Resources 35 Points
- Qualifications & Experience 25 Points
- Proposed Cost 40 Points

3.13 **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.

3.14 **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 offer are subject to rejection in whole or in part. Any exceptions shall be included in Section V, 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.

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

3.17 **INSURANCE:** The successful vendor(s) must carry the insurance as indicated on the Insurance Checklist 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 proposal. Upon the 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 and Knox County Schools 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.

3.18 **INVOICE DETAIL:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.18.1 The invoice must show the amount due to the Contractor by Knox County;
3.18.2 The invoice must show a summary of completed work;
3.18.3 Invoices are to be original and uniquely pre-numbered;
3.18.4 Invoices which do not show this information are subject to rejection.

3.19 **INVOICE REVIEW:** Knox County shall review all invoices 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 termination.

3.20 **INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may be required to use different invoicing information and procedures.
This information and procedures shall be provided to the Contractor(s) prior to Contract execution. There shall be no additional charge for this information and procedures to be included.

Each invoice shall include a summary of service(s) provided and shall list the associated unit price. Supporting documentation shall be included with invoices as applicable. Invoices without this information will be returned to the Contractor for correction.

Invoices shall be sent to the billing address indicated on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that the successful Contractor's invoices specify the correct department. Do not credit payments to another department's account. Invoices must match the corresponding Purchase Order number. Vendors are hereby notified that invoices may take up to thirty (30) business days to process payment. There shall be no component billing. Mail invoices for Knox County Schools to:

Knox County Schools Transportation Department
Post Office Box 2188
Knoxville, TN 37901
invoices@knoxschools.org

3.21 **MINIMUM QUALIFICATION EXPECTATIONS:**

3.21.1 Respondent must address all submittal requirements as defined under Section IV.
3.21.2 Respondent must have the experience and capabilities to carry out the work contemplated and equipment and personnel available for the work.
3.21.3 If the respondent has a permanent office in Knox County, respondent must have a current business license issued by Knox County. This requirement also applies to any of the Respondent's proposed subcontractors or subconsultants with a permanent office in Knox County. A Knox County business license is not required of any Respondent or proposed subcontractor or subconsultant who does not have

a permanent office in Knox County. For more information, contact the Knox County Clerk's office at 865.215.2392.

3.22 **NEGOTIATION:** Knox County may select a successful proposer on the basis of initial offers received without discussions. 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.

3.23 **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.

3.24 **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 Proposal, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.25 **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 one hundred twenty (120) business days after the date fixed for the closing the RFP.

3.26 **PRICING:** The proposer(s) warrants that the unit price stated shall remain firm for a period of twenty-four (24) months from the first day of the Contract period.

If the Contractor's price is increased after the first contract period, 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:

- Continue with the existing prices;
- Request a lower price increase;
- Not accept the renewal offer.

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 proposal file. No approvals will be authorized verbally.

3.27 **PROPOSAL CONTENT:** The proposer's response must contain a thorough description of the background of the proposer and sufficient evidence showing that the proposer is capable of providing the services. The proposer's response must thoroughly expound on the proposer's understanding of how the proposed services will meet Knox County's needs. The proposal must also contain an explanation of the implementation plan and the proposer's ongoing commitment to service.

3.28 **PROPOSAL EVALUATION:** In evaluating the 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.

3.29 **PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. As 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.

3.30 **PROPOSER INTERVIEWS:** Knox County may require proposers to give oral presentations/interviews in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. These presentations/interviews may be conducted virtually through video conferencing or in person. Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase. The County 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.

3.31 **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.

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

3.33 **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.

3.34 **REFERENCES:** Proposers must provide three (3) professional references relating to work of a similar scope completed within the last five (5) years. Include the name of the agency or institution, point of contact with both a telephone number and email address, and the nature and size of the Contract. Proposer must submit Attachment A. Do not list any Knox County Government entity or Knox County Schools.

3.35 **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.

3.36 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work specified in this RFP.
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.

3.37 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **April 24, 2025 at 4:30 p.m. local time**. No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** The purpose of this solicitation is to provide "point-to-point" transportation services for individuals at the direction of Knox County Schools. Knox County Schools is hereinafter referred to as KCS. This Contract is not limited to those transportation services specifically to and from school on a scheduled instructional day and may be used to provide services to any program associated with KCS. Instructional days are determined by the Board of Education and published on the KCS web page (www.knoxschools.org) and are subject to change. It shall be the responsibility of the vendor to verify all instructional days. These transportation services, for the most part, are within the boundaries of Knox County. KCS currently utilizes approximately forty (40) vehicles across three separate Contractors to transport approximately five hundred students each instructional day, typically between 6:30 AM and 5:30 PM. Mileage varies by route but is often between fifty (50) and one hundred fifty (150) miles a day.

4.2 **BACKGROUND:** Knox County Schools (KCS) is a public education agency. It is responsible for the education of children from preschool through high school. There are approximately fifty-nine thousand (59,000) Pre-K through 12th-grade students and approximately seven thousand eight hundred (7,800) employees. For purposes related to this RFP, the district is comprised of ninety-two (92) schools that represent urban, suburban, and rural populations.

4.3 **ACCEPTANCE OF POLICY AND DIRECTIVES:** The Contractor, while performing work under this Contract, expressly agrees to abide by Knox County Schools Board Policies and the Transportation Handbook. The

Contractor also agrees to follow directives and procedures regarding the implementation or execution of this Contract from the Superintendent of Knox County Schools and any of her or his designees.

4.4 **ACCIDENTS:** The Contractor shall immediately inform the Knox County Schools Transportation Department (KCSTD) of the occurrence of any accident involving any vehicle while performing services under this agreement. The Contractor shall follow the Department of Transportation (DOT) post-accident testing procedures for alcohol and controlled substances. The Contractor must comply with all requirements as set forth in the Drug-Free Workplace Policy as defined in the Knox County Schools Handbook: https://www.knoxschools.org/cms/lib7/TN01917079/Centricity/Domain/1034/GAN.pdf.

4.5 **ADDITIONAL TRAINING:** The Contractor will participate, and will ensure their drivers or driver candidates participate, in any training sessions mandated by the KCSTD. Such trainings will be located within the boundaries of Knox County and Contractors will be compensated for the time their drivers spend in training. Contractors will not be entitled to compensation.

4.6 **ASSIGNMENT OF WORK:** All service to be conducted under this agreement will be at the direction of the Knox County School Transportation Department personnel. Failure to abide by this directive may be just cause for immediate termination and a report sent to the District Attorney General.

4.7 **CALL-IN SERVICE:** Some trips may require a "call-in" to the successful Contractor(s). These trips could occur between the hours of 6:00 a.m. and 10:00 p.m. Monday thru Saturday. When call-in service is requested between the hours of 6:00 a.m. and 6:00 p.m. Monday thru Friday, the successful Contractor(s) must arrive within thirty (30) minutes from when the call-in was placed. When call-in service is requested between the hours of 6:00 p.m. and 10:00 p.m. Monday thru Friday, or 6:00 a.m. and 10:00 p.m. on Saturday, the successful Contractor (s) must arrive within sixty (60) minutes from when the call-in was placed.

Repeated late arrivals may result in termination of the Contract. The person who calls in the request must be listed on the approved Contract list provided by the School Transportation Department.

4.8 **CELLULAR COMMUNICATIONS:** The Contractor(s) shall maintain on his or her person and shall equip each vehicle with a cellular telephone and must be in the "on" position and operable at all times, to the extent service is provided by commercial communications provider, while performing services under this Contract. The Contractor shall furnish the cellular numbers to the KCSTD as needed. The Contractor(s) shall be liable for the cost of the cellular services and all accompanying charges to meet this requirement. The Contractor will also ensure that all of their drivers are made aware of and trained on any laws, rules, and regulations regarding the usage of cellular phones while driving a vehicle. This includes but is not limited to hands-free laws.

4.9 **CENTRALIZED DRIVER FILES:** By agreement of the parties, all information necessary to meet driver eligibility requirements shall be housed in the KCSTD facility and will be made available to authorized employees of the Knox County Transportation Department to ensure compliance. The Contractor shall provide to the KCSTD a complete file on each driver, which, at a minimum, shall contain the following:

- Driver's name, address (current), telephone number (current), and driver's license number,
- A negative D.O.T. pre-employment drug screening;
- An annual D.O.T. satisfactory physical examination;
- A photocopy of their driver's license with proper endorsement;
- Any and all other required documentation or information as set forth by the School Board or the KCSTD.

4.10 **CRIMINAL HISTORY BACKGROUND CHECK:** All driver candidates must undergo a criminal history background check conducted at the direction of KCSTD utilizing an entity of KCSTD's choosing. KCSTD personnel will schedule this procedure but Contractors are responsible for payment. All driver candidates must sign paperwork releasing these results to KCS prior to a background check being scheduled. In addition, Attachment B, Criminal History Records Check Affidavit, must be completed and returned with your submittal.

The results for each driver candidate will be forwarded to the KCSTD upon completion. The KCSTD will notify the vendor if any identified prior criminal history would prevent a driver's eligibility.

4.11 **DRIVER AND DESIGNEE INSPECTION:** In compliance with Applicable Law, the Contractor(s) shall insure that their drivers fully inspect each vehicle after dropping the final student from each school they serve or any time the vehicle is vacated by the driver for any purpose to verify that no pupil remains on the vehicle.

4.12 **DRIVER ELIGIBILITY & STANDARDS:** The Knox County Transportation Department will maintain a driver eligibility roster listing all drivers meeting the requirements pursuant to an awarded Contract, Knox County Board of Education Policy, the Knox County Schools Transportation Handbook, and any additional Applicable Law. Only drivers listed on the driver eligibility roster shall perform services pursuant to this Contract. Contractor staffing changes must be reported to KCSTD immediately. The Contractor, in providing services pursuant to this agreement, shall only use drivers included on the Knox County Schools Driver Eligibility Roster.

4.13 **DRIVER SUSPENSION**: When anyone providing services pursuant to this Contract has been involved in an accident; is the subject of civil or criminal violations or charges; has been accused of sexual harassment, sexual assault, child abuse, or child endangerment; has received a traffic citation or a moving violation; or has failed to meet the obligations or performance standards as defined in this Agreement, Board Policy, including but not limited to the Knox County Schools Civility Code, or the Knox County Schools Transportation Handbook, that person may be temporarily suspended from his/her driving position pending an investigation. This suspension will be lifted or continued based on investigative findings by Knox County School Security, KCS or KCSTD administration, and/or the appropriate law enforcement agency and could ultimately result in removal from the eligibility roster.

Once an individual has been removed from the Roster, only the Director of Schools for Knox County Schools may reinstate that person to the Roster. Anyone wishing to be reinstated to the Roster should submit a written petition to the Director of Schools for Knox County Schools. No reinstatement shall be considered before one (1) calendar year has passed.

4.14 **EQUIPMENT REQUIREMENTS:** The Contractor(s) must use vehicles that are compliant with all Federal, State and Local Laws and Regulations in addition to all Knox County Board of Education Policy and Procedures, and the Transportation Handbook.

4.15 **FUEL SURCHARGE:** The purpose of the Fuel Surcharge is to offset increases in gasoline prices experienced by shuttle Contractors while operating for Knox County Schools. As such, the surcharge will increase and decrease with the price of fuel. The formula for calculating the Fuel Surcharge is as follows:

(Current Fuel Price – Base Fuel Price) / 12 Miles Per Gallon = Per Mile Surcharge

1. Current Fuel Price is the cost of Regular Grade fuel in Knoxville as listed on the Tennessee Metro Average Prices available on the American Automobile Association (AAA) website.
2. The Base Fuel Price is $2.75 per gallon.
3. 12 Miles Per Gallon is meant to represent an average fuel economy for the vehicles in the shuttle fleet, not that of any specific vehicle.
4. The Per Mile Surcharge is an amount that will be added to every mile billed by the Contractor. It will be in addition to the mileage rate specified in the Contract and will be rounded to the nearest cent.
5. The Knox County Schools Transportation Department will establish the Current Fuel Price on the first business day of each month. KCSTD will also communicate the Per Mile Surcharge to the Contractor.
6. The Contractor will include the Per Mile Surcharge as a separate item on all of their invoicing for that month.
7. The Fuel Surcharge will not exceed $1.50 per mile without Knox County School Board approval.

4.16 **GLOBAL POSITIONING SYSTEM:** The Knox County Schools Transportation Department may, at its discretion, install or have installed on each vehicle operated under this agreement a Global Positioning System (GPS) compatible with the GPS system utilized by the KCSTD. The Contractor shall ensure this equipment is functional and properly maintained and that the Contractor's employees are trained in the proper use of this equipment. Any malfunction or degradation of the equipment shall be immediately reported to the Knox County Schools Transportation Department so that it may be repaired in a timely manner. Contractors will be responsible for the replacement cost of any lost or maliciously damaged GPS equipment. Although this equipment will be installed on the Contractor's vehicle, it will remain the property of Knox County Schools. Before a vehicle is removed from service by the Contractor, KCSTD must be notified and provided a reasonable time frame to uninstall the equipment or to have it uninstalled.

4.17 **NON-STUDENT PASSENGERS:** The Contractor(s) agrees to limit non-student passengers while performing under this Contract as required in Knox County Schools Board of Education Policy and the Knox County Schools Transportation Department Handbook.

4.18 **RADIO COMMUNICATIONS:** The Knox County Schools Transportation Department may, at its discretion, install or have installed on each vehicle operated under this agreement a radio compatible with the radio system utilized by the KCSTD. The Contractor shall ensure this equipment is functional and properly maintained and that the Contractor's employees are trained in the proper use of this equipment. Any malfunction or degradation of the equipment shall be immediately reported to the Knox County Schools Transportation Department so that it may

be repaired in a timely manner. Contractors will be responsible for the replacement cost of any lost or maliciously damaged radio equipment. Although this equipment will be installed on the Contractor's vehicle, it will remain the property of Knox County Schools. Before a vehicle is removed from service by the Contractor, KCSTD must be notified and provided a reasonable time frame to uninstall the equipment or to have it uninstalled.

4.19 **RANDOM DRUG AND ALCOHOL TESTING:** All persons driving under this Contract and all persons performing Safety-Sensitive Functions (see Section 4.23) in relation to this Contract shall be included in a random drug and alcohol testing pool managed by the KCSTD. Although those persons are not employees of Knox County Schools, all testing shall be conducted in accordance with Knox County Board of Education Policy G-210. All persons providing services under this Contract are required to comply with the stipulations of that policy.

4.20 **REPORTING OF SERVICES:** The Contractor(s) shall submit a daily summary of provided services to the KCSTD through email. The summary shall be submitted on a Microsoft Excel formatted template provided by the KCSTD. A monthly invoice shall be submitted for services rendered in a format determined by the KCSTD.

4.21 **REQUIRED REPORTING:** The Contractor(s) shall inform the KCSTD of any and all civil or criminal violations or charges; accusations of sexual harassment, sexual assault, child abuse, or child endangerment; and traffic citations or moving violations for all drivers on the eligibility roster within 24 hours of their occurrence.

4.22 **ROUTING AND SCHEDULING:** KCSTD will determine the method and manner of the transportation services delivered under this Contract. This includes all routing determinations, locations at which students are served, the time at which students are picked up and dropped off, the order in which students are picked up and dropped off, the path traveled between pick up points, the configuration of the vehicle (consistent with the specifications laid out in this Contract), or any other parameters KCSTD deems necessary to the successful transport of students. At KCSTD's discretion, it may provide routes for the Contractor to run, work with the Contractor to establish routes, delegate to the Contractor the construction of routes, or any combination thereof.

4.23 **SAFETY-SENSITIVE FUNCTION:** Safety-sensitive functions include, but are not limited to:

- All time at a Contractor's terminal, facility, garage, parking location, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- All time inspecting equipment as required by all applicable Laws, Rules, and Regulations, requirements include herein this Contract, inspecting, servicing, or conditioning any motor vehicle at any time;
- All time spent at the driving controls of a motor vehicle in operation;
- All time spent providing services and performing pursuant to this Contract;
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

The Contractor(s) and all of their employees or subcontractors performing safety-sensitive functions shall be included on the Driver Eligibility Roster. All individuals meeting criteria as a participant in a safety-sensitive function shall be included and participate in the alcohol and substance abuse program (see Section 4.19).

4.24 **STUDENT INTERACTION:** The vendor(s) must have effective policies in place regarding appropriate interaction between Contractor's employees and students and to train all employees regarding appropriate interaction with students. Contractor further agrees to provide to the Knox County Board of Education with copies of policies developed and documentation that these policies have been communicated to all employees upon request.

4.25 **STUDENT-ON-STUDENT HARASSMENT OR DISCRIMINATION:** Contractor agrees to inform the administration of the school(s) served and the KCSTD of any instances of student-on-student harassment or discrimination that occurs on the vehicle. If Contractor(s) fails to inform the administration of the school(s) served and the transportation office of any instances of student-on-student harassment or discrimination the vendor knew about, or should have known about, Contractor agrees to indemnify and defend the board and its agents and employees from any costs, losses, damages or judgments rendered against the board for such student-on-student harassment or discrimination. The Contractor(s) will be deemed to have known about student-on-student discrimination or harassment if vendor or vendor's employee observed such student-on-student discrimination or harassment.

4.26 **VIDEO CAMERA SYSTEMS:** The Knox County Schools Transportation Department may, at its discretion, install or have installed on each vehicle operated under this agreement a video camera system compatible with the camera system utilized by the KCSTD. Knox County Schools will have sole access to this system and any and all video captured by it by will be the property of Knox County Schools. Neither the Contractor nor their drivers shall at any time attempt to access this camera system or the video it captures. The Contractor shall ensure this equipment is functional and properly maintained.

Any damage to or degradation of the equipment shall be immediately reported to the Knox County Schools Transportation Department so that it may be repaired in a timely manner. Contractors will be responsible for the replacement cost of any lost or maliciously damaged camera equipment. Although this equipment will be installed on the Contractor's vehicle, it will remain the property of Knox County Schools. Before a vehicle is removed from service by the Contractor, KCSTD must be notified and provided a reasonable time frame to uninstall the equipment or to have it uninstalled.

SECTION V PROPOSAL FORMAT

The following guidelines should be followed when responding to the Request for Proposal. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposals. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. The County reserves the right to amend the Request for Proposal by addendum prior to the final date of proposal submission. **PROPOSERS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.**

- Knox County requests proposals be in sufficient detail to address all requirements.
- The County requests responses be submitted in a three-ring binder containing sections separated by tabs. **Do not submit spiral bound or glued responses.**
- Please submit one (1) marked original and one (1) exact copy.
- Proposers shall also submit an exact copy of the original proposal on a Flash drive. **This shall be in one (1) complete pdf file. Do not include multiple folders on the Flash drive.**
- Page numbers should be placed on bottom center of pages.

TAB I **COVER LETTER**

Include cover letter authorizing the submission of the proposal signed by the principal of the company.

TAB II **COMPANY PROFILE**

Company Name, Address, Telephone Numbers and Email Addresses
Contact name(s) and information
Proposer's Vendor Number as assigned by Knox County
Knox County Business License (if applicable)
Employer Identification Number (EIN)
Brief History of Organization
Will you accept E-commerce for payment? Will you allow Cooperative Procurement?
Acknowledgement of the receipt of any Addendum issued

TAB III **AVAILABLE RESOURCES (35 POINTS)**

Proposers are to state the number of vehicles available for this service. Include a complete description of each of the vehicles associated with the delivery of services. Describe the Cellular Communications capabilities of each vehicle.

Proposers are to state the number of eligible drivers and submit a personnel roster and resumes of all key personnel who will be involved in the delivery of services under this Contract. Contractor must list each individual's full name, address and driver's license number. If awarded a contract, Contractor may be required to submit each individual's Social Security Number (SSN) to be used for background checks.

Describe how the organization handles staff absenteeism. Describe the organization's dress code policy.

TAB IV **QUALIFICATIONS & EXPERIENCE (25 POINTS)**

In narrative form, describe your organization's qualifications and experience in a manner that effectively demonstrates comprehensive understanding and willingness to comply with all of the requirements detailed in Section IV (Scope of Work) of this RFP. At a minimum, include:

- The number of years that your organization has been in business
- A description of your organization's post-accident testing procedures
- An overview of how your organization collects and maintains information for Driver Files
- A sample daily summary report
- A description of your organization's Student Interaction policies
- A description of your organization's Student-On-Student Harassment or Discrimination reporting procedure

TAB V **PROPOSED COSTS (40 POINTS)**

Contractor is to provide a pricing schematic based on a flat rate per travelled mile for distance between origination location and destination. Contractor must clearly state any charges for additional passengers. Contractor must clearly state any applicable minimum charges or any other charges for their proposed service. Use the template provided as Attachment A (Pricing).

Contractors may submit additional information detailing any alternative pricing schematics that may be utilized by Knox County Schools, but at a minimum, Contractors must submit pricing as requested per Attachment A.

NOTE: This tab will be reviewed after the other sections of the vendor's proposal have been reviewed and scored. Failure to submit pricing as requested per Attachment A may result in a vendor being deemed non-responsive.

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 Proposal. 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 B)
- Insurance Checklist (Attachment C)
- Criminal History Check Affidavit (Attachment D)
- Iran Divestment Act/ No Boycott of Israel (Attachment E)

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
PRICING
REQUEST FOR PROPOSAL NUMBER 3655

Regularly Scheduled Flat Rate per Mile (Non-Call-In Service)	$_____ per mile
Flat Rate per Mile (Call-In Service Monday thru Friday 6AM-6PM)	$_____ per mile
Flat Rate per Mile (Call-In Service Monday thru Friday 6PM-10PM and Saturday 6AM-10PM)	$_____ per mile
Charges for Additional Passengers	$_____ per passenger
Minimum Charge (if applicable)	$_____ per trip
Additionally, Contractors are asked to provide prices for the sample trips outlined below, inclusive of any applicable additional passenger charges, minimum charges, and/or other charges. Please provide a breakdown of cost by each route as well as a total cost per scenario.	
<u>Scenario 1:</u> Route A: 3528 Laurel View Rd. to Whittle Springs Middle School (1 student) Route B: 1219 Pilleaux Dr. to Powell Elementary School (1 student) 1219 Pilleaux Dr. to Powell Middle School (1 student) (Note: 2 students total) Route C: 2544 Byington Solway Rd. to West High School (2 students)	Route A: $_____ per trip Route B: $_____ per trip Route C: $_____ per trip Total Cost for Scenario 1: $ _____
<u>Scenario 2:</u> Route A: Pickup 1: 9314 Smoky Row Rd. (1 student) Pickup 2: 1119 Andrew Johnson Highway (1 student) Pickup 3: 3308 Mine Rd. (1 student) Pickup 4: 6210 Cardwell Rd. (1 student) Drop-Off: Gibbs Middle School (4 students)	Total Cost for Scenario 2: $ _____
<u>Scenario 3 (11:30 AM):</u> Route A: Farragut High School to Goodwill Industries, 5412 Pleasant Ridge Rd. (2 students)	Total Cost for Scenario 3: $ _____
<u>Scenario 4:</u> Route B: 103 Ithaca Ln., Oak Ridge, TN 37830 to Cedar Bluff Elementary School (1 student)	Total Cost for Scenario 4: $ _____

Note: Contractors may submit additional information detailing any alternative pricing schematics that may be utilized by Knox County Schools, but at a minimum, <u>Contractors must submit pricing as requested per Attachment A</u>. Please attach additional pages if necessary. Failure to submit pricing as requested per Attachment A may result in a vendor being deemed non-responsive.

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3655

Vendor Name: _____

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. 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 list Knox County Government or Knox County Schools as a reference.

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

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: _____ Fax Number: _____

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: _____ Fax Number: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 3655

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	$ 1,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 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	$2,000,000	
NO		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-VII or better or its equivalent.

21. *Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.*

22. 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.

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

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 D
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3655

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: _____

ATTACHMENT E
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSALS NUMBER 3655

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: _____

EXHIBIT A
Sample Contract
Knox County Government
and
(Contractor Name)

This Contract, made and entered into by and between the Knox County Government, hereinafter referred to as the "County" and (Contractor Name) hereinafter referred to as "Contractor".

Whereas, the County requested proposals for School Transportation Services for Knox County Government and Knox County Schools (Request for Proposals #3655) and;

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

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposal, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposal specifications and the Contractor's proposal and 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;
Arises

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of July 2025 and ends upon the 30th day of June 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a two-year (2) award. Upon the mutual agreement of the vendor and the County, the award may be extended for three (3) 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 with the vendor.

2. Payment. Contractor warrants that the pricing shall remain firm for the initial two (2) year period. At the end of the first two (2) year period, and pursuant to the renewal terms in Paragraph 1, the Contractor may request price increases for each subsequent renewal. Price increases will only be given at the renewal time and must remain in effect for the next one (1) year term. No price increases will be given during the term of a Contract. The County shall pay Contractor the amount as agreed upon in the County's Request for Proposal for School Transportation Services per the Contractor's response to Request for Proposal #3655 and negotiations; 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. Invoicing and reporting requirements. Contractor shall invoice the County for School Transportation Services pursuant to Request for Proposal #3655.

TBA

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

Should the Contractor fail to provide School Transportation 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 thirty (30) business days of notification of the problem. 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 one hundred twenty (120) days' 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.

SAMPLE

5. Appropriations. In the event no funds are appropriated by the County for the School Transportation 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.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that the 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 School Transportation Services, 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 the County.

10. 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 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 form.

11. Right to inspect. The 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 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.

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 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.

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, agents, or employees.

15. Delivery. Contractor shall render the School Transportation Services for the County in accordance with Request for Proposal #3655.

16. 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.

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

SAMPLE

18. 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 #3655
B. Contractor's Response to Request for Proposal #3655

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 copy on the day and year last 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**

Date:_____

KNOX COUNTY GOVERNMENT

_____ **GLENN JACOBS**
MAYOR – Signature **MAYOR**

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE
CONTRACT NO._____ **KNOX COUNTY, TENNESSEE**
APPROVED AS TO LEGAL FORM

_____ _____
LAW DIRECTOR – Signature **LAW DIRECTOR – Printed Name**

Date:_____

VENDOR

_____ _____
AUTHORIZED SIGNATURE **VENDOR – Printed Name**

CONTRACTOR
COMPANY NAME

Date:_____

SAMPLE

Knox County Procurement Division
Addendum I to RFP No. 3655
School Transportation Services

Addendum Date: **April 30, 2025**

Buyer: **Rachel Cabrera**

Closing Date: **May 8, 2025**

Pages: **Twenty-Two (22)**

The following is for clarification:

Question 1: Are the services requested primarily on an “on call” basis?

Answer 1: The bulk of services will be scheduled but call-in services will make up a significant minority of the total.

Question 2: Is this service for regular home to school fixed routes?

Answer 2: Yes.

Question 3: If fixed route service, please provide copies of current routes.

Answer 3: Routes will change between now and the initiation of service, the examples in the RFP give an idea of the types of service we’re looking for.

Question 4: Does the District prefer vehicles that are FMVSS compliant for home to school transportation services?

Answer 4: Yes.

Question 5: Please provide a copy of the Transportation Handbook referenced in 4.14

Answer 5: School Bus Handbook (The School Bus Handbook can be found on the left side of the Knox County Schools Transportation Department Page https://www.knoxschools.org/Page/17300.)

Question 6: Can the District provide a copy of the current fleet listing including year, make, model, seating capacity/configuration and number of lift required vehicles being used for this service?

Answer 6: No lift vehicles are currently being used for this service, but the district is interested in exploring that possibility. All vehicles must meet Knox County Schools Shuttle Specifications.

Question 7: Is there a minimum/maximum age criteria for vehicles?

Answer 7: No.

Question 8: Are current vehicles equipped with GPS by the District?

Answer 8: Yes.

Question 9: Are current vehicles equipped with radios by District?

Answer 9: Yes.

Question 10: Are current vehicles equipped with cameras by District?

Answer 10: Yes.

Question 11: Would the District prefer proposals to include GPS, radios and cameras?

Answer 11: No, all vehicles will be required to use district provided GPS, radios, and cameras.

Question 12: Please provide school bell times.

Answer 12: Elementary and some specialty programs: 7:45-2:45, Middle and High Schools and other special programs: 8:30-3:30, Specialty High Schools: 9:30-4:30

Question 13: Will the District accept proposals based on hours per day, and guaranteed number of days and vehicles?

Answer 13: The district is only interested in proposals utilizing a per mile cost.

Question 14: Please provide any wage/benefit information the district may have for current drivers.

Answer 14: All drivers are employees of private contractors; the district has no information about their wage and/or benefit packages.

Question 15: Do current contractors utilize a central facility for dispatch, vehicle parking and maintenance?

Answer 15: All those functions are contractor-specific and not governed or facilitated by the district.

Question 16: How many of the on-demand call-in trips has the district seen on average per month over the past year?

Answer 16: Approximately 20-30 per month, with more clustered at the start of the school year.

Question 17: What is the average mileage per trip?

Answer 17: It varies enough that an average per trip is not a descriptive number. Some trips are 3 miles long, others are 50 miles, depending on the needs of the district.

Question 18: Are we permitted to submit our standard driver qualifications along with a sample list of local drivers, with the understanding that the final list may be subject to change based on district demand?

Answer 18: Yes, but all drivers will be required to meet the requirements of the Knox County Schools Eligibility Roster. It is conceivable that drivers who meet your standard driver qualifications will also meet many of those necessary to be included on the Eligibility Roster, but the district will evaluate that on a case-by-case, driver-by-driver basis.

Question 19: What is the current per-mile rate being offered?

Answer 19: $2.15 per mile, $2.25 per mile, $2.50 per mile

Question 20: Which transportation provider(s) are they currently utilizing?

Answer 20: City Shuttle, RPM Transit, Inc., McConkey Transportation Inc.

Question 21: Do the current vendors have any type of minimum cost or initial cost associated with the rides or do they only charge the mileage rate per ride?

Answer 21: Each vendor has a minimum cost per rider, and RPM Transit charges an initial cost upon beginning a route.

Question 22: Would the District be open to considering bids from supplemental transportation solutions utilizing sedans and SUVs?

Answer 22: Yes.

Question 23: Can the District please allow for digital submission (e.g. by email or portal upload, or similar)?

Answer 23: No

Question 24: Can the District please allow the use of verified e-signatures for this submission?

Answer 24: Yes

Question 25: Can the district please confirm if this solicitation is open to small vehicle alternative transportation providers that utilize Sedans, SUVs and minivans to transport students?

Answer 25: Please see answer 22.

Question 26: Can the district please confirm how often the call-in services mentioned on p.11 have been utilized throughout the current school year?

Answer 26: Please see answer 16.

Question 27: Can the district please confirm what type of vehicles are currently being utilized to provide this type of transportation?

Answer 27: Primarily SUV's and minivans.

Question 28: Can the district please confirm their current provider and rates?

Answer 28: See Answer 19 and Answer 20.

Question 29: Can the district please provide their current vendor's cancellation fee and policy?

Answer 29: Our current vendors do not have cancellation fees or policies.

Question 30: Will the district allow for contract negotiations post RFP?

Answer 30: There are some provisions that are nonnegotiable. See Section 3.14 and 3.22.

Question 31: Can the district please clarify if they intend to award one or multiple providers as part of this RFP?

Answer 31: See Section 1.5.

Question 32: Is this RFP intended to supplement or replace existing contracts with current vendors?

Answer 32: This RFP is to replace existing contracts.

Question 33: Can the district please confirm if they intend 1 or multiple vendors? If multiple, can you please confirm how many?

Answer 33: See Section 1.5.

Question 34: Could the district share the historical Liquidated Damages that they've assessed to their current provider(s)?

Answer 34: It has not been necessary to assess Liquidated Damages during our current contract.

Question 35: Can the district please confirm if vendors are required to supply safety equipment such as vests or harnesses? If yes, how many students currently require this type of equipment?

Answer 35: The district will supply all necessary specialized student transportation equipment.

Question 36: Can the district please confirm what software they are using to manage their bus routing?

Answer 36: Edulog.

Question 37: Can the district please clarify if the intent of 4.16 Global Positioning System (p.12) is to integrate the awarded vendor's software and GPS system with their current GPS system for yellow buses? If awarded, we would provide the district with our tracking and scheduling software that includes GPS and allows district staff and caregivers/parents to track rides in real time.

Answer 37: Use of district-provided GPS, camera, and radio systems will be a requirement for working for the district. Any vendor unwilling to do so will be deemed non-responsive to the RFP.

Question 38: Would the district be open to a complete list of the drivers and vehicles following award and prior to start of service at a mutually agreed upon time?

Answer 38: The district is open to any drivers that meet the qualifications and stipulations for inclusion on the Knox County Schools Eligibility Roster and any vehicles that meet the Knox County Schools Shuttle Specifications.

Question 39: Currently, there is only 1 class per month AND a minimum of 3 people required before a class can be scheduled for potential new drivers. Is there a different process that has been developed that we can expect for the new contract period that will produce a more manageable timeline to help us provide service for the high demand and fluctuation of this contract?

Answer 39: The district will work with vendors to the greatest extent possible to expedite onboarding of new drivers.

Question 40: RFP states that all safety employees are to be listed on our roster for random drug screenings. What would the process be from your perspective if a mechanic or tech failed? Is there a moratorium on their return and what has to be completed for that person to return to service?

Answer 40: Violations of drug and alcohol testing policy will be handled on a case-by-case basis.

Question 41: Can you tell us for sure that the Board is requiring the 2mil umbrella going forward (or more) so we know how to adjust our pricing?

Answer 41: The district does not anticipate the insurance requirements changing but cannot categorically or unilaterally guarantee that for the life of the contract. The pricing should reflect the insurance requirements. If amendments to a contract are desired, both parties would need to agree to those amendments.

Question 42: Please clarify if you would like 1 original printed proposal, 1 exact printed copy of the proposal, and 1 exact copy on USB, or is 1 original print and 1 exact copy via USB sufficient?

Answer 42: Please submit one (1) original hard copy, one (1) exact copy and a USB with one PDF file on the proposal.

Question 43: Per Pg. 10, section 4.1 regarding daily vehicle mileage between 50-150 miles per vehicle, can the district please provide the average mileage per one way route?

Answer 43: See answer 17.

Question 44: Who is the current Vendor(s)?

Answer 44: See answer 20.

Question 45: What is the current vendor(s) rates?

Answer 45: See answer 19.

Question 46: Are there any service-related items that the district is trying to address/improve with this RFP?

Answer 46: Not specifically, no.

Question 47: Is it required for bidders to provide call-in service?

Answer 47: Any vendor unwilling to provide call-in service should specify that in their response in Section V behind Tab VII.

Question 48: How will participation in the call-in service be valued/weighted in regard to proposal evaluations?

Answer 48: The district is interested in working with vendors who can offer unexpected or emergency service with little notice. While not offering this type of service is not disqualifying, it will be a part of a vendor's evaluation.

Question 49: Section 4.19 - Random Drug and Alcohol Testing- Who is responsible for the costs associated with enrollment in the testing program managed by the KCSTD?

Answer 49: There is no cost for enrollment into the KCSTD testing program, it is a requirement for working with the district.

Question 50: Section 4.19 - Random Drug and Alcohol Testing- Who is responsible for the costs associated with the tests performed by the testing program managed by the KCSTD?

Answer 50: Vendors are responsible for pre-employment testing, KCSTD will pay for random and post-accident testing.

Question 51: What's the minimum number of routes you will award? Will it be 40 routes to one vendor?

Answer 51: See Section 3.33.

Question 52: Does the district provide a facility?

Answer 52: No.

Question 53: Who performs routing duties currently?

Answer 53: KCSTD.

Question 54: What software is used for routing?

Answer 54: Edulog.

Question 55: Will you use your GPS or the vendors? If it's the district uses their GPS, what system do you use?

Answer 55: District GPS units will be used, made by Zonar.

Question 56: Will the district use its cameras or the vendors? If the district uses theirs, what camera system do you use?

Answer 56: District cameras will be used, made by REI.

Question 57: Will the district use its radios or the vendors?

Answer 57: District radios will be used, made by Motorola.

Question 58: If the district provides the three options above, will you let us propose our technology?

Answer 58: No.

Question 59: What is the estimated volume of extracurricular trips (Athletic and Field trips) for the school year? Include: number of trips, hours and miles billed, total cost for the year

Answer 59: Extracurricular trips are booked directly with schools/groups and not through KCSTD – those trips are not a part of this RFP.

Question 60: What are the estimated summer School transportation needs? Include: number of routes and number of days operated

Answer 60: This solicitation will not go into effect until summer programming for 2025 will already have ended. Summer programming for 2026 is yet to be determined.

Question 61: Are you currently experiencing a driver shortage?

Answer 61: Yes.

Question 62: How many monitors are required?

Answer 62: Monitors are district-provided and the number fluctuates.

Question 63: Will you provide the starting rate and wage range, and salary range for drivers, monitors, and mechanics?

Answer 63: All transportation provided to Knox County Schools is contracted. Wages and salaries vary by contractor and are not the purview of the district.

Question 64: Please provide a complete list of all routes with start and end times and/or driver hours for the day and mileage. The list should include: Route type (Regular or Special Needs), Midday Shuttles (how many and times), vehicle size, aide or monitor required, special equipment needed (Wheelchair lift, Air Conditioning, Star-Seat)

Answer 64: Routes have not yet been determined for the coming year.

Question 65: How many school days?

Answer 65: 177

Question 66: Can we propose a daily route cost instead of a per-mile cost?

Answer 66: See answer 13.

Question 67: When will you award?

Answer 67: As expeditiously as possible.

Question 68: When will the contract start?

Answer 68: The County cannot guarantee an exact start date.

Question 69: Page 23, Contract, No. 1 states that the initial term will be from July 1, 2025 to June 30, 2026. However, that same provision states that County intends to issue a 2-year contract and Page 6, Section 3.5 also states the contract will be for two years. Can the district please clarify?

Answer 69: Page 23 is a Sample Contract. Per Section 3.5 the Contract will be two (2) years with the option to renew upon mutual consent of both parties for three (3) additional one (1) year options. The Contract could be extended for a possible total of five (5) years.

The following questions were answered using the additional information attached:

Question 70: Can the district please provide historical and/or estimated information on the following:

- Average number of riders per vehicle per one-way trip
- Number of one-way trips per month
- Average mileage per one-way trip
- Total trip mileage per month

Answer 70: Please see Additional Information-Attachment A Sample Invoice and Attachment B Previous Invoices.

Question 71: Per Pg. 13, section 4.20, please elaborate and provide an example of what a daily summary of provided services report would entail.

Answer 71: Please see Additional Information- Attachment A Sample Invoice.

Question 72: Please provide a 3-month of actual billing invoices demonstrating how the contract rates are applied.

Answer 72: Please see Additional Information- Attachment B Previous Invoices.
End of Addendum I

Note: Addendum must be acknowledged in Section V Tab II of the proposal.

Rachel Cabrera
Senior Buyer, Knox County Procurement

Attachment A

Sample Invoice(This is an example of an invoice submitted from one vendor based on the operation of one vehicle for three days.)

Date	Student	Address	School	AM Miles	PM Miles	Total Miles per Day	Per $2.50	Fuel Index	Index x Mileage	* Daily Total	RY/ Ridgedale Alt	Totals	Wkly Totals
3/3/2025			Dogwood Elem	5.9	6.3	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Dogwood Elem	6	6	12	$ 30.00	$ -	$ -	$ 30.00			
			Dogwood Elem	8	8.1	16.1	$ 40.25	$ -	$ -	$ 40.25			
			Dogwood Elem	12.2	0	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Richard Yoakley	0	11.5	11.5	$ 28.75	$ -	$ -	$ 28.75	$ 15.00		
			Richard Yoakley	6.3	0	6.3	$ 15.75	$ -	$ -	$ 15.75			
			Richard Yoakley	0	0	0	$ -	$ -	$ -	$ -			
			Richard Yoakley	2.9	0	2.9	$ 7.25	$ -	$ -	$ 7.25			
			Richard Yoakley	0	2.6	2.6	$ 6.50	$ -	$ -	$ 6.50			
			Richard Yoakley	1	1	2	$ 5.00	$ -	$ -	$ 5.00			
			Richard Yoakley	7.2	8.7	15.9	$ 39.75	$ -	$ -	$ 39.75			
				49.5	44.2	93.7	$ 234.25	0	0	$ 234.25	$ 15.00	$ 249.25	
3/4/2025			Dogwood Elem	5.9	6.3	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Dogwood Elem	6	6	12	$ 30.00	$ -	$ -	$ 30.00			
			Dogwood Elem	8	8.1	16.1	$ 40.25	$ -	$ -	$ 40.25			
			Dogwood Elem	12.2	0	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Richard Yoakley	0	11.5	11.5	$ 28.75	$ -	$ -	$ 28.75	$ 15.00		
			Richard Yoakley	6.3	8.3	14.6	$ 36.50	$ -	$ -	$ 36.50			
			Richard Yoakley	3	0	3	$ 7.50	$ -	$ -	$ 7.50			
			Richard Yoakley	2.6	0	2.6	$ 6.50	$ -	$ -	$ 6.50			
			Richard Yoakley	0	2.6	2.6	$ 6.50	$ -	$ -	$ 6.50			
			Richard Yoakley	1	1	2	$ 5.00	$ -	$ -	$ 5.00			
			Richard Yoakley	7.2	8.7	15.9	$ 39.75	$ -	$ -	$ 39.75			
				52.2	52.5	104.7	$ 261.75	0	0	$ 261.75	$ 15.00	$ 276.75	
3/5/2025			Dogwood Elem	5.9	6.3	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Dogwood Elem	6	6	12	$ 30.00	$ -	$ -	$ 30.00			
			Dogwood Elem	8	8.1	16.1	$ 40.25	$ -	$ -	$ 40.25			
			Dogwood Elem	12.2	0	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Richard Yoakley	0	11.5	11.5	$ 28.75	$ -	$ -	$ 28.75	$ 15.00		
			Richard Yoakley	6.3	0	6.3	$ 15.75	$ -	$ -	$ 15.75			
			Richard Yoakley	3	1.5	4.5	$ 11.25	$ -	$ -	$ 11.25			
			Richard Yoakley	2.6	0	2.6	$ 6.50	$ -	$ -	$ 6.50			
			Richard Yoakley	0	2.6	2.6	$ 6.50	$ -	$ -	$ 6.50			

Attachment B- Previous Invoices

RPM Transit, Inc.

INVOICE

RPM Transit, Inc.

Date: 1/5/2025
Customer ID: SPED Service

TO:
Knox County School Transportation Department
Attn: Ryan Dillingham
PO Box 2188
Knoxville, TN 37901
865-594-1550

JOB
SPED Shuttle Service for 2024-2025 Program

PAYMENT TERMS
Due on receipt

	Date	Shuttle #40	Shuttle #40B	Shuttle #41	Shuttle #42	Shuttle #202
Week 17	12/2/2025	$321.00	$230.00	$230.00	$269.75	$304.00
	12/3/2025	$321.00	$0.00	$230.00	$269.75	$321.50
	12/4/2025	$319.25	$230.00	$230.00	$269.75	$304.00
	12/5/2025	$319.25	$0.00	$230.00	$259.25	$321.50
	12/6/2025	$305.25	$0.00	$230.00	$250.50	$283.00
Week 18	12/9/2025	$302.25	$0.00	$230.00	$259.25	$316.75
	12/10/2025	$319.25	$0.00	$232.75	$259.25	$321.50
	12/11/2025	$319.25	$230.00	$232.75	$303.00	$321.50
	12/12/2025	$305.25	$0.00	$230.00	$299.50	$273.00
	12/13/2025	$319.25	$0.00	$232.75	$299.50	$322.50
Week 19	12/16/2025	$309.25	$0.00	$230.00	$299.25	$321.50
	12/17/2025	$319.25	$0.00	$230.00	$299.25	$321.50
	12/18/2025	$319.25	$0.00	$230.00	$299.25	$304.00
	12/19/2025	$311.25	$0.00	$230.00	$292.00	$264.50
	12/20/2025	$280.25	$0.00	$230.00	$245.00	$230.00
	Sub Total:	$4,690.25	$690.00	$3,458.25	$4,174.25	$4,530.75

Lonsdale Elementary	12/9/2025	$50.00
	12/10/2025	$50.00
	12/16/2025	$50.00
	12/17/2025	$50.00
	Subtotal	$200.00

TOTAL DUE: **$17,743 50**

Make all checks payable to RPM Transit, Inc.

RPM Transit, Inc.

INVOICE

RPM Transit, Inc.

Date: **2/5/2025**
Customer ID: **SPED Service**

TO:
Knox County School Transportation Department
Attn: Ryan Dillingham
PO Box 2188
Knoxville, TN 37901
865-594-1550

JOB
SPED Shuttle Service for 2024-2025 Program

PAYMENT TERMS
Due on receipt

	Date	Shuttle #40	Shuttle #41	Shuttle #42	Shuttle #202
Week 20	1/6/2025	$245.00	$230.00	$254.25	$230.00
	1/7/2025	$245.00	$230.00	$254.25	$230.00
	1/8/2025	$245.00	$230.00	$254.25	$230.00
	1/9/2025	$245.00	$230.00	$253.25	$230.00
	1/10/2025	**Snow Day**			
	1/13/2025	**Snow Day**			
Week 21	1/14/2025	$272.75	$230.00	$265.00	$230.00
	1/15/2025	$284.50	$230.00	$265.00	$230.00
	1/16/2025	$283.50	$230.00	$265.00	$230.00
	1/17/2025	$283.50	$230.00	$298.00	$230.00
	1/20/2025	**MLK Day**			
Week 22	1/21/2025	$276.00	$230.00	$298.75	$230.00
	1/22/2025	$276.00	$230.00	$292.50	$230.00
	1/23/2025	$277.00	$230.00	$298.00	$230.00
	1/24/2025	$275.50	$230.00	$298.00	$230.00
Week 23	1/27/2025	$282.50	$230.00	$305.25	$230.00
	1/28/2025	$283.50	$230.00	$265.75	$230.00
	1/29/2025	$282.50	$230.00	$267.25	$230.00
	1/30/2025	$282.50	$230.00	$273.75	$230.00
	1/31/2025	$282.50	$230.00	$273.75	$230.00
	Sub Total:	$4,622.25	$3,910.00	$4,682.00	$3,910.00

Lonsdale Elementary	1/6/2025	$50.00
	1/7/2025	$50.00
	1/14/2025	$50.00
	1/21/2025	$50.00
	1/27/2025	$50.00
	1/28/2025	$50.00
	Subtotal	$300.00

TOTAL DUE: **$17,424 2 5**

Make all checks payable to RPM Transit, Inc.

RPM Transit, Inc.

INVOICE

RPM Transit, Inc.

Date: 3/3/2025
Customer ID: SPED Service

TO:
Knox County School Transportation
Department Attn: Ryan Dillingham
PO Box 2188
Knoxville, TN 37901
865-594-1550

JOB
SPED Shuttle Service for 2024-2025 Program

PAYMENT TERMS
Due on receipt

	Date	Shuttle #40	Shuttle #41	Shuttle #42	Shuttle #202
Week 24	2/3/2025	$283.41	$230.65	$306.25	$250.09
	2/4/2025	$283.41	$230.65	$298.97	$230.64
	2/5/2025	$283.41	$230.65	$300.98	$230.62
	2/6/2025	$284.41	$230.65	$306.25	$230.31
	2/7/2025	$275.63	$230.65	$301.23	$230.62
Week 25	2/10/2025	Sick Days			
	2/11/2025				
	2/12/2025	$274.37	$230.65	$346.41	$342.96
	2/13/2025	$275.63	$230.65	$346.41	$342.96
	2/14/2025	$275.63	$230.65	$346.41	$277.95
Week 26	2/17/2025	Student Holiday			
	2/18/2025	$263.58	$230.65	$346.41	$253.10
	2/19/2025	Snow Days			
	2/20/2025				
	2/21/2025	$245.18	$230.65	$316.54	$261.38
Week 27	2/24/2025	$263.58	$230.65	$316.54	$261.63
	2/25/2025	$263.58	$230.65	$305.50	$275.44
	2/26/2025	$264.59	$230.65	$311.77	$261.38
	2/27/2025	$263.58	$230.65	$311.77	$264.14
	2/28/2025	$274.37	$230.65	$308.26	$261.38
	Sub Total:	$4,074.36	$3,459.75	$4,769.70	$3,974.60
Lonsdale Elementary	2/24/2025			$50.00	
	2/25/2025			$50.00	
	Subtotal			$100.00	

TOTAL DUE:	$16,378.41

Make all checks payable to RPM Transit, Inc.

McConkey Transportation

Invoice DECINV24
Date: January 24, 2025
Invoice #: DECINV24
Customer ID: knoxschools

To: Ryan Dillingham
KCS Transportation
P.O. Box 2188
Knoxville, TN. 37901
865-594-1550

Date	Description	Daily Total	Weekly Total
SPECIAL	VISION	$ 1,600.00	$ 1,600.00
12-16-24		$ 160.70	$ 160.70
12-2-24		$ 4,947.77	
12-3-24		$ 5,075.78	
12-4-24		$ 5,041.31	
12-5-24		$ 5,114.50	
12-6-24		$ 5,114.50	$ 25,293.85
12-9-24		$ 5,083.90	
12-10-24		$ 5,081.37	
12-11-24		$ 5,081.37	
12-12-24		$ 5,029.86	
12-13-24		$ 5,039.86	$ 25,316.34
12-16-24		$ 5,057.20	
12-17-24		$ 5,057.20	
12-18-24		$ 5,057.20	
12-19-24		$ 5,057.20	
12-20-24		$ 5,057.20	$ 25,285.98
12-19-24	Driver Training- Cathy Collins	$ 108.00	
12-19-25	Driver Training - Sandra Foster Anderson	$ 108.00	
			$ 77,656.86
		Total Due	**$ 77,872.86**

Make all checks payable to: McConkey Transportation

Thank you for your business!

McConkey Transportation

Invoice: JANINV25
Date: February 28, 2025
Invoice #: JANINV25
Customer ID: knoxschools

To: Ryan Dillingham
KCS Transportation
P.O. Box 2188
Knoxville, TN. 37901
865-594-1550

Date	Description	Daily Total	Weekly Total
CLASS	CLASS	$ 648.00	$ 648.00
SPECIAL	VISION	$ 2,400.00	$ 2,400.00
1-6-25		$ 5,671.98	
1-7-25		$ 5,671.98	
1-8-25		$ 5,583.75	
1-9-25		$ 5,798.46	$ 22,726.15
1-14-25		$ 5,985.12	
1-15-25		$ 5,944.62	
1-16-25		$ 5,944.62	
1-17-25		$ 6,474.00	$ 24,348.34
1-21-25		$ 6,037.74	
1-22-25		$ 6,023.20	
1-23-25		$ 6,187.02	
1-24-25		$ 6,215.07	$ 24,463.03
1-27-25		$ 6,624.09	
1-28-25		$ 6,594.00	
1-29-25		$ 6,624.09	
1-30-25		$ 6,821.97	
1-31-25		$ 6,740.37	$ 33,404.52
		$ 107,990.04	$ 107,990.04
		Total Due	**$ 107,990.04**

Make all checks payable to: McConkey Transportation

Thank you for your business!

McConkey Transportation

Invoice FEBINV25
Date: April 9, 2025
Invoice #: FEBINV25
Customer ID: knoxschools

To: Ryan Dillingham
KCS Transportation
P.O. Box 2188
Knoxville, TN. 37901
865-594-1550

Date	Description	Daily Total	Weekly Total
SPECIAL	VISION	$2,100.00	$2,100.00
2-3-25		$6,952.75	
2-4-25		$6,952.75	
2-5-25		$6,952.75	
2-6-25		$6,827.07	$27,685.32
2-7-25		$6,573.64	
2-12-25		$6,565.40	
2-13-25		$6,579.82	
2-14-25		$6,579.82	$26,298.68
2-18-25		$6,528.31	
2-19-25		$6,555.10	
2-20-25		$6,506.15	
2-21-25		$6,506.15	$26,095.71
2-24-25		$6,506.15	
2-25-25		$6,506.15	
2-26-25		$6,506.15	
2-27-25		$6,506.15	
2-28-25		$6,506.15	$32,530.75
		$114,710.46	$114,710.46
		Total Due	**$114,710.46**
12-Feb	Trans U Mini	**Melody Reynolds**	**$108.00**
12-Feb	Trans U Mini	**Jochlyn Clabo**	**$108.00**
		Invoice Total	**$114,926.46**

Make all checks payable to: McConkey Transportation

Thank you for your business!

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

SPED INVOICE		
DATE OF SERVICE		AMOUNT
2-Dec		$ 775.00
3-Dec		$ 740.53
4-Dec		$ 720.53
5-Dec		$ 683.20
6-Dec		$ 748.33
9-Dec		$ 652.03
10-Dec		$ 757.34
11-Dec		$ 664.59
12-Dec		$ 740.90
13-Dec		$ 768.98
16-Dec		$ 760.43
17-Dec		$ 775.22
18-Dec		$ 653.89
19-Dec		$ 686.32
20-Dec		$ 404.34
Total		$ 10,531.63

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

NON SPED INVOICE

DATE OF SERVICE		AMOUNT
2-Dec		$ 2,285.03
3-Dec		$ 2,467.37
4-Dec		$ 2,447.64
5-Dec		$ 2,394.03
6-Dec		$ 2,455.43
9-Dec		$ 2,529.75
10-Dec		$ 2,445.30
11-Dec		$ 2,471.56
12-Dec		$ 2,133.91
13-Dec		$ 2,486.43
16-Dec		$ 2,179.92
17-Dec		$ 2,335.77
18-Dec		$ 2,277.40
19-Dec		$ 2,374.46
20-Dec		$ 1,322.95
Total		$ 34,606.95

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

NON SPED INVOICE

DATE OF SERVICE		AMOUNT
6-Jan		$ 2,270.30
7-Jan		$ 2,082.85
8-Jan		$ 2,193.78
9-Jan		$ 2,069.04
10-Jan	Closed due to weather	$ -
13-Jan	Closed due to weather	$ -
14-Jan		$ 2,076.84
15-Jan		$ 2,153.11
16-Jan		$ 2,076.01
17-Jan		$ 1,839.05
20-Jan	MLK day	$ -
21-Jan		$ 2,064.55
22-Jan		$ 1,719.06
23-Jan		$ 2,021.79
24-Jan		$ 2,132.08
27-Jan		$ 2,094.59
28-Jan		$ 2,206.08
29-Jan		$ 2,159.91
30-Jan		$ 2,156.34
31-Jan		$ 2,073.82
Training		$ 162.00
Total		$ 35,551.20

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

SPED INVOICE

DATE OF SERVICE		AMOUNT
6-Jan		$ 495.45
7-Jan		$ 718.76
8-Jan		$ 763.67
9-Jan		$ 732.21
10-Jan	Closed due to weather	$ -
13-Jan	Closed due to weather	$ -
14-Jan		$ 727.80
15-Jan		$ 733.11
16-Jan		$ 715.26
17-Jan		$ 757.45
20-Jan	MLK day	$ -
21-Jan		$ 603.70
22-Jan		$ 671.57
23-Jan		$ 747.37
24-Jan		$ 710.96
27-Jan		$ 782.05
28-Jan		$ 740.40
29-Jan		$ 574.78
30-Jan		$ 695.30
31-Jan		$ 715.08
Total		$ 11,884.92

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

SPED INVOICE		
DATE OF SERVICE		AMOUNT
3-Feb		$ 607.82
4-Feb		$ 742.43
5-Feb		$ 711.10
6-Feb		$ 667.45
7-Feb		$ 724.72
10-Feb		$ 324.97
11-Feb		$ 255.58
12-Feb		$ 722.17
13-Feb		$ 787.71
14-Feb		$ 677.86
18-Feb		$ 800.94
21-Feb		$ 373.36
24-Feb		$ 652.24
25-Feb		$ 697.87
26-Feb		$ 707.36
27-Feb		$ 714.41
28-Feb		$ 776.70
Total		$ 10,944.68

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

NON SPED INVOICE

DATE OF SERVICE		AMOUNT
3-Feb		$ 2,122.65
4-Feb		$ 1,897.62
5-Feb		$ 2,030.93
6-Feb		$ 2,077.44
7-Feb		$ 1,915.58
10-Feb	Closed due to sickness	$ -
11-Feb	Closed due to sickness	$ -
12-Feb		$ 2,112.53
13-Feb		$ 2,199.13
14-Feb		$ 2,271.90
18-Feb		$ 1,920.06
21-Feb		$ 2,174.99
24-Feb		$ 2,256.27
25-Feb		$ 2,303.03
26-Feb		$ 2,590.49
27-Feb		$ 2,422.60
28-Feb		$ 2,388.35
Training		$ 54.00
Total		$ 32,737.56

TAB I

COVER LETTER

I, Rebecca McConkey, President of McConkey Transportation, am authorizing the submittal of this proposal as a response to bid.

Rebecca McConkey

Rebecca McConkey, President
McConkey Transportation

TAB II

COMPANY PROFILE

McConkey Transportation
8002 Clinton Highway
Powell, TN. 37849
865-209-5516 (Office)

Rebecca McConkey
865-804-4122 (Personal Cell)
Rmcconkey01@yahoo.com (Personal)
mcconkeytransportation@gmail.com (Work)

Vendor Number as assigned by Knox County. ~~#73784~~ 76640

Business License (if applicable). #0415193

Employer Identification Number (EIN). #844295051

Brief History of Organization :
This has been my 12th year providing services to Knox Co Schools. I started with 1 shuttle and have worked with numerous staff, schools and students over the years. We have grown from a small company to now having a successful and diverse group of drivers. We are the only contractor, to my knowledge, that serves Knox Co Schools with Big Buses, Small Buses, and Shuttles!

Will you accept E-commerce for payment? Yes
Will you allow Cooperative Procurement? No

I have received and Acknowledge receipt of Addendum #1, issued prior to bidding.

TAB III

AVAILABLE RESOURCES

State the number of vehicles available for this service.
Include a complete description of each of the vehicles associated with the delivery of services.

2012 Toyota Sienna, 8 passenger
2011 Toyota Sienna, 8 passenger
2010 Toyota Sienna, 7 passenger
2014 Toyota Sienna, 7 passenger
2008 Toyota Sienna, 8 passenger
2007 Toyota Sienna, 7 passenger
2019 Toyota Highlander, 7 passenger
2007 Honda Odyssey, 8 passenger
2010 Toyota Sienna, 7 passenger
2007 Kia Sedona, 7 passenger
2007 Toyota Sienna, 8 passenger
2010 Chrystler Town & Country, 7 passenger
2011 Honda Odyssey, 8 passenger

Describe the Cellular Communications capabilities of each vehicle.
Each shuttle currently has all equipment provided by Knox County Schools: Cameras, CB Radio, GPS. Cell Phones are the drivers personal phones and used in emergency situations.

Proposers are to state the number of eligible drivers:
40

Submit a personnel roster and resumes of all key personnel who will be involved in the delivery of services under this Contract. Contractor must list each individual's full name, address and driver's license number. If awarded a contract, Contractor may be required to submit each individual's Social Security Number (SSN) to be used for background checks.

Rebecca McConkey
President/Owner/Founder
12 years in school transportation
7905 Whitcomb Rd., Powell, TN 37849
080612222

Chip McConkey
General Manager
2 years in school transportation; MBA
1627 12th Ave. N., Nashville, TN 37208
095306331

Carrie Hill
Office/HR Manager
2 years in school transportation; 10+ years in personnel management
7217 Chartwell Rd., Knoxville, TN 37931
085241460

Megan McClain
Routing Manager
2 years driving shuttle & bus; 1 year as TA in Anderson County
7526 Gibbs Rd., Corryton, TN 37721
104927386

Describe how the organization handles staff absenteeism.
Our policy is to first use our spare drivers. We have a few and typically that works well. After that, we split the route onto other possible shuttles and cover the best we can.

Describe the organization's dress code policy.
For the most part we are casual. I request that the drivers look nice. They are required to wear Knox Co badges. We are looking into vests and shirts.

TAB IV

QUALIFICATIONS & EXPERIENCE

In narrative form, describe your organization's qualifications and experience in a manner that effectively demonstrates comprehensive understanding and willingness to comply with all of the requirements detailed in Section IV (Scope of Work) of this RFP.
At a minimum, include:

• The number of years that your organization has been in business. 12

• A description of your organization's post-accident testing procedures.
First is to assess the situation around them and verify safety.
Once they call us, we can move into questions about students on board, etc.
If so, we send them for a drug and alcohol test. Those results are directed to Knox Co Schools Transportation Dept.

• An overview of how your organization collects and maintains information for Driver Files
Driver information is collected through the driver application process and employee personnel forms. Employee information is stored electronically in password protected files along with paper files kept securely in locking file cabinets.

• A sample daily summary report (ATTACHMENT 1A)

• A description of your organization's Student Interaction policies

- Always treat students and parents like you want to be treated.
- Limit physical contact with students. Unless you are in danger of physical harm, do not touch students unless necessary to perform your job duties.
- Attempt to avoid scenarios where you are alone with a student, except in cases where they are the only individual remaining in the vehicle while on your route.
- Avoid making comments to students about their physical appearance.
- Avoid discussing the personal affairs of other students or colleagues.
- Limit the sharing of personal information, such as political conversations.
- Limit contact with students outside of official duties and outside of school. You must seek supervisor approval for contact with students outside of school.
- Take precautions to respect student privacy and maintain propriety at all times.
- Refrain from giving gifts of a personal or intimate nature to students.

- Do not exit your vehicle during loading or unloading to help or talk with students or parents, unless necessary to execute your job duties. Never go inside a student's home to assist a student or their parent.

Employees are required to report to any member of the Administrative Team any behavior they deem inappropriate between an adult employee and a student. All reports must be communicated to the President. In some circumstances, employees also have the duty to report such conduct in accordance with mandated reporter requirements. Any employee who engages in behavior that violates this policy or who fails to report such activity by others will be subject to disciplinary action, up to and including termination of employment. We will not retaliate against anyone who reports conduct that may violate this policy, and any employee who retaliates against an individual who makes a report under this policy will be subject to discipline.

• A description of your organization's Student-On-Student Harassment or Discrimination reporting procedure

Any employee witnessing student-on-student harassment or discrimination must immediately tell the students involved that the behavior must stop. The employee must complete a write up, or request the aide complete a write up, even if the behavior stops. If the behavior persists on more than one occasion management may request the student be removed from our roster to another contractor.

Employees must respect students and their parents during these interactions, despite disrespectful behavior, and report all instances of harassment, bullying & discrimination.

TAB V

PROPOSED COSTS

Contractor is to provide a pricing schematic based on a flat rate per travelled mile for distance between origination location and destination.
Contractor must clearly state any charges for additional passengers.
Contractor must clearly state any applicable minimum charges or any other charges for their proposed service. Use the template provided as Attachment A (Pricing).
Contractors may submit additional information detailing any alternative pricing schematics that may be utilized by Knox County Schools, but at a minimum, Contractors must submit pricing as requested per Attachment A.
NOTE: This tab will be reviewed after the other sections of the vendor's proposal have been reviewed and scored. Failure to submit pricing as requested per Attachment A may result in a vendor being deemed non-responsive.

*special pricing structure below
- Outside Knox Co. to school will be billed at $3 per mile if it is part of an ongoing route. If it is a 1-off then billed at a $100 minimum.
- Program Trips. Trips billed at $100 for first 2hrs and $50 per hour after, up to 4hrs without approval.
- Vision Program
- Stem to Paul Kelley (we have had 2 up to 6 riders on a steady basis – No idea on who rides day to day)
- Any Similar
- Sarah Moore Green Work Program – $250 day minimum. We have 3 work programs and the other 2 are set up more like a typical route, SMG is different. I would like to use this pricing only when enough of the students have fallen off the route and we need a minimum in place. Due to the scheduling times, you cannot add this program to another route which would allow flexibility during that window of time. This would be very minimal days.
- Homeless Program - $3.00 per mile due to constant monitoring and extra work involved.
- Solo Riders – $250 day minimum.
- Coverage and then Take Backs - $250 minimum. This happened twice this year where we were sent a bulk list of students another contractor could not cover. We began working on them (1 and 2 days to figure out coverage.) Started the route and was told kids were picked up. Called Transportation to find out the original company decided to cover all or most. So this fee is to cover time spent in the event this ever happened again.

TAB VI

OTHER INFORMATION

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

*Interested in Wheelchair service if they are ever needed on Shuttles.

TAB VII

EXCEPTIONS

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

We have no exceptions.

TAB VIII

ATTACHMENTS

- Sample Daily Summary Report (Attachment 1A)
- Pricing (Attachment A)
- References (Attachment B)
- Insurance Checklist (Attachment C)
- Criminal History Check Affidavit (Attachment D)
- Iran Divestment Act/ No Boycott of Israel (Attachment E)

SAMPLE DAILY SUMMARY REPORT **ATTACHMENT 1A**

RSM0							
AM	PM	K C	0 Quaker Way	K C	865-xxx-xxxx	**Ridgedale**	Reg. Ed.
AM	PM	L B	0 Trailhead Cir	E H	865-xxx-xxxx	**Ridgedale**	Reg. Ed. Parents have split custody. They switch off every Tuesday.
AM	PM	L L	0 Dovington Dr	H L	865-xxx-xxxx	**Ridgedale**	SPED
AM	PM	N O-V	0 Daylily Dr	A V	865-xxx-xxxx	**Ridgedale**	Reg. Ed. 3/5 start
AM	PM	D W	0 Joe Lewis	M M	865-xxx-xxxx	**Ridgedale**	SPED
AM	PM	J B	0 Conridge Drive	A B	865-xxx-xxxx	**Ridgedale**	SPED; Seatbelt; TA Required.
RSM1							
AM	PM	H C	0 Kodak Rd	K C	865-xxx-xxxx	**Sunnyview Elementary**	Irregular; Thrusdays & Fridays/ PM only;
AM	PM	M R	0 Campbell Road	D R	865-xxx-xxxx	**Sunnyview Elementary**	SPED; seatbelt
RSM2							
AM	PM	M M	0 E Governor John Sevier Hwy	N M	865-xxx-xxxx	**Chilhowee Intermediate**	SPED
AM	PM	J W	0 Jamey St		865-xxx-xxxx	**Chilhowee Intermediate**	Irregular; AM Only. P/U @ grandmother'sCan only ride a shuttle
AM	PM	J W	0 Jamey St		865-xxx-xxxx	**Chilhowee Intermediate**	Irregular; AM Only. P/U @ grandmother's Can only ride a shuttle
RSM3							
AM	PM	J R M	0 Bays Mountain Ln		865-xxx-xxxx	**RYS**	Reg Ed
AM	PM	N B	0 Leanna Brook Ln	M B	865-xxx-xxxx	**RYS**	Reg Ed
AM	PM	C B	0 Goins	MM	865-xxx-xxxx	**RYS**	Transition
AM	PM	L F	0 Merchant Dr apt 0	LF	865-xxx-xxxx	**RYS**	Transition
AM	PM	MYD	0 Howard Baker Jr Av	KD	865-xxx-xxxx	**RYS**	Transition Start 2/11
AM	PM	MC	0 Wilson Av	TC	865-xxx-xxxx	**RYS**	Transition Start 1/6

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
PRICING
REQUEST FOR PROPOSAL NUMBER 3655

Regularly Scheduled Flat Rate per Mile (Non-Call-In Service)	$ 2.75 per mile
Flat Rate per Mile (Call-In Service Monday thru Friday 6AM-6PM)	$ 3.00 per mile
Flat Rate per Mile (Call-In Service Monday thru Friday 6PM-10PM and Saturday 6AM-10PM)	$ 3.00 per mile
Charges for Additional Passengers All Per Mile	$ NA per passenger
Minimum Charge (if applicable)	$ 15 per trip
Additionally, Contractors are asked to provide prices for the sample trips outlined below, inclusive of any applicable additional passenger charges, minimum charges, and/or other charges. Please provide a breakdown of cost by each route as well as a total cost per scenario.	
Scenario 1: Route A: 3528 Laurel View Rd. to Whittle Springs Middle School (1 student) Route B: 1219 Pilleaux Dr. to Powell Elementary School (1 student) 1219 Pilleaux Dr. to Powell Middle School (1 student) (Note: 2 students total) Route C: 2544 Byington Solway Rd. to West High School (2 students)	Route A: $ 15 per trip Route B: $ 38.50 per trip Route C: $ 62.70 per trip Total Cost for Scenario 1: $ 116.20
Scenario 2: Route A: Pickup 1: 9314 Smoky Row Rd. (1 student) Pickup 2: 1119 Andrew Johnson Highway (1 student) Pickup 3: 3308 Mine Rd. (1 student) Pickup 4: 6210 Cardwell Rd. (1 student) Drop-Off: Gibbs Middle School (4 students)	Total Cost for Scenario 2: $ 135.18
Scenario 3 (11:30 AM): Route A: Farragut High School to Goodwill Industries, 5412 Pleasant Ridge Rd. (2 students)	Total Cost for Scenario 3: $ 96.25
Scenario 4: outside Knox Co. Route B: 103 Ithaca Ln., Oak Ridge,* TN 37830 to Cedar Bluff Elementary School (1 student)	Total Cost for Scenario 4: $ * 45 route If 1-off then min $100

Note: Contractors may submit additional information detailing any alternative pricing schematics that may be utilized by Knox County Schools, but at a minimum, Contractors must submit pricing as requested per Attachment A. Please attach additional pages if necessary. Failure to submit pricing as requested per Attachment A may result in a vendor being deemed non-responsive.

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3655

Vendor Name: McConkey Transportation

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. 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 list Knox County Government or Knox County Schools as a reference.

Name of Firm: Knox Prep Schools
Contact Person: Micah Bess Phone Number: 804.854.4996
Email Address: micahbess@prepschools.org Fax Number: NA
Nature of Contract: School Transportation
Services Provided: Student Transportation
Dollar amount: $ _____ (over life of contract)
Contract start date: Aug 24 Contract end date: July 25

Name of Firm: NA
Contact Person: _____ Phone Number: _____
Email Address: _____ Fax Number: _____
Nature of Contract: _____
Services Provided: _____
Dollar amount: $ _____ (over life of contract)
Contract start date: _____ Contract end date: _____

Name of Firm: NA
Contact Person: _____ Phone Number: _____
Email Address: _____ Fax Number: _____
Nature of Contract: _____
Services Provided: _____
Dollar amount: $ _____ (over life of contract)
Contract start date: _____ Contract end date: _____

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 3655

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 $ 1,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE $ 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	$2,000,000
NO		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
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. ***Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.***

22. **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.

23. **Certificate of Insurance shall show the RFP number and title.**

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: Wyatt Ins Svc, Inc Authorizing Signature: _____

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

Proposer's Name: Rebecca McCauley Authorizing Signature: _____

ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3655

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, Rebecca McConkey, President or other Principal

Officer of McConkey Transportation 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.

Rebecca McConkey
President or Principal Officer

For: McConkey Transportation
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by Rebecca McConkey,

President or Principal Officer of McConkey Transportation,

On this 5th day of May 2025.

Notary Public

JOEY TRAMMELL
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

My Commission expires: My Commission Expires May 26, 2027

ATTACHMENT E
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSALS NUMBER 3655

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: Rebecca McCarley
(sign in blue ink)

Title: President Date: 5.5.25

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: Rebecca McCarley
(sign in blue ink)

Title: President Date: 5.5.25

Knox County Government
and
RPM Transit, Inc

This Contract, made and entered into between the Knox County Government, hereinafter referred to as the "County" and RPM Transit, Inc hereinafter referred to as "Contractor."

Whereas, the County requested proposals for School Transportation Services for Knox County Government and Knox County Schools (Request for Proposal #3655) and;

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

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposal, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposal specifications and the Contractor's proposal and 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 on the 31st day of July 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs four and five. Upon mutual agreement of the Contractor and Knox County, the Contract 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. Amendments. No alterations, amendments, changes, modification or additions to this Contract shall be binding on Knox County without prior written approval of the County.

3. Payment. Knox County requires a minimum of thirty (30) days to process payment after receipt of a properly submitted invoice. If an invoice has not been paid within thirty (30) days, vendor shall contact the using department. The County will not agree to any late payment fees, penalties, etc. Any provision requiring late payment fees, penalties, etc., in a response to this solicitation or any other supplemental agreement(s) will not be accepted. The County shall pay Contractor properly submitted as agreed upon in the County's Request for Proposal for School Transportation Services per the Contractor's response to Request for Proposal #3655 and as negotiated; pursuant to all payments being subject to the County's review and approval. See Attachment B for pricing.

Regularly Scheduled Flat Rate per Mile (Non-Call-In Service) $2.50 per mile
Flat Rate per Mile (Call-in Service Monday thru Friday 6am-6pm) $2.50 per mile
Flat Rate per Mile (Call-in Service Monday thru Friday 6pm-10-pm and Saturday 6am-10pm) $2.50 per mile
Charges for Additional Passengers $2.50 per mile per passenger
Minimum Charge $190.00

4. 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 expressed permission of County.

In the event Contractor intends to interrupt or discontinue service under this Contract, and due to the timeframe required by the County to solicit and contract for goods and services, Contractor agrees to give Knox County at least one hundred twenty (120) days' 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.

Should the Contractor fail to provide the 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 as soon as possible. Failure to correct the problem(s) in a timely manner or repeated issues occurring with the service(s) to be provided, may lead to the termination of the Contract by the County. For the purposes of this Contract, interruption shall not include interruptions due to normal system maintenance or Force Majeure events.

5. Appropriations. In the event no funds are appropriated by the County for School Transportation 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.

6. **Independent contractor.** Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability resulting from actions of the Contractor or Contractor's employees.

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 School Transportation Services, 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 transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of the County. If Contractor assigns this contract to another party, an Assignment of Contract must be executed between the County and the new party. Knox County will draft this "Assignment of Contract" document. Any assignment without such express written permission may result in the automatic termination of this Agreement.

10. **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 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 form.

11. **Right to inspect.** Pursuant to Section 2.4 and Section 2.20 of the RFP, the 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 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.

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 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. Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Knox County will comply with all legitimate requests.

14. **Insurance.** Contractor shall maintain a current Certificate of Insurance including any corresponding endorsement page(s) with the specified coverage listing Knox County and Knox County Schools as an additional insured. It shall be the Contractor's responsibility to keep a current Certificate of Insurance and endorsement page(s) on file with Knox County Procurement for the life of the Contract. See Attachment A for insurance checklist coverage requirements.

15. **Contractor** shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all third-party suits, claims, actions or physical damages of any nature brought because of, arising out of, or due to any alleged breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any grossly negligent act or occurrence or any intentional omission or commission of Contractor, its subcontractors, suppliers, agents or employees. Knox County has not been given authority under the laws of the State of Tennessee to indemnify a contractor under any circumstances. This includes, but is not limited to, Third Party Claims. The inclusion of any language requiring indemnification by the County in this Contract or any supplemental documents, will not be accepted.

16. **Delivery.** Contractor shall render School Transportation Services for the County in accordance with Request for Proposal #3655.

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 be liable for indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages. No provision of this Agreement shall act or be deemed to be a waiver by Knox County or the County/School System of any immunity or of any provision of the TENNESSEE GOVERNMENTAL TORT LIABILITY ACT. Tenn. Code Ann 29-20- 101 et seq. Any liability to the Vendor or third parties for any claims, damages, losses, or costs arising out of, or related to acts performed by the County/School System under this Agreement will be governed and limited by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. 29-20-101 et seq."

19. Contract documents. This Contract is the leading document and shall take precedence over any documents referenced herein. 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 #3655, for School Transportation Services and Addendum I
B. Contractor's Response to Request for Proposal #3655 for School Transportation Services, 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 copy on the day and year last 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**

Date:_____

KNOX COUNTY GOVERNMENT

_____ **GLENN JACOBS**

MAYOR – Signature **MAYOR**

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT NO. 25-434(e)
APPROVED AS TO LEGAL FORM

_____ **KNOX COUNTY, TENNESSEE**

LAW DIRECTOR – Signature Gary Dugler

Date: 6/23/2025 **LAW DIRECTOR – Printed Name**

CONTRACTOR

_____ _____

AUTHORIZED SIGNATURE **VENDOR – Printed Name**

RPM TRANSIT, INC
COMPANY NAME

Date:_____

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **School Transportation Services** as specified herein. Proposals must be received by **2:00 p.m.** on **May 8, 2025**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

Proposal Number 3655
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 Rachel Cabrera, Senior Buyer, at 865.215.5751. Questions may be emailed to Rachel.Cabrera@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 one hundred twenty (120) 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 Proposal.

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 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 will 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 award. Knox County 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 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, Business Outreach Administrator
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.7 **CONFLICT OF INTEREST:** Vendors must have read and comply with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.

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

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. Facsimile and email 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 on-line vendor registration and maintenance, electronic receipt of Purchase Orders, on-line retrieval and submittal of quotes and bids 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 METHOD:** Knox County utilizes two (2) methods of placing order for products and/or services. 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 with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their proposal response if the vendor will accept Knox County's Credit Card (VISA) as a 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, 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:** 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.

1.19 **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 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.

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;
1.20.3 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 Proposal (RFP) 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 **April 24, 2025 at 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 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 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 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 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 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 subcontract 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 RECORDS CHECK:** Any and all successful proposers, Contractor's employees, Contractor's subcontractors and the employees of any subcontractors must submit to a criminal history records check at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are expected to be present. Reference Tennessee Code Annotated Section 49-5-413. Proposers **must** submit with their proposals the Criminal History Affidavit of Compliance.

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 County 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 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.

2.11 **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 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.

2.15 **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.

2.16 **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.

2.17 **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 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) Request for Proposal, (3) Contractor's 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, and 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 and warehoused.

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 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.

2.23 **TERMINATION:** County may terminate this agreement with or without cause at anytime. 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.

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 days' 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.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, solicitation 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 set forth and convey to prospective proposers the general type and character of Point-to-Point School Transportation Services as desired by the Knox County Schools Transportation Department (hereafter referred to as KCSTD). Award will be based on Best Value. Best Value means more than lowest cost, it includes safety, the 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 as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITION OR DELETION OF SERVICES:** Knox County reserves the right to add services as the need arises or to delete services that have become obsolete 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:** The length of this Contract will be two (2) years with the option to renew upon mutual consent of both parties. The term agreement may be extended for three (3) additional one (1) year options, for a possible total of five (5) years. Knox County reserves the right to purchase these products and/or 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 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 **COMMUNICATIONS:** The successful execution of this contract will require extensive communication between all involved parties. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have an email address that is regularly monitored. 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 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 **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 on 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.

3.10 **CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful vendor(s). The Contract may require Knox County Board of Education and/or Knox County Commission approval. The successful vendor(s) may be required to be present at the Board of Education and/or County Commission meeting(s) 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). Knox County will draft the Contract. A sample contract can be found under Exhibit A. The Knox County Procurement Division will not accept any vendor's contract. If Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted they will not be accepted.

3.11 **CONTRACTOR DUTIES:** At the Contractor's own expense, the Contractor shall:

3.11.1 Provide competent supervision;
3.11.2 Provide competent personnel;
3.11.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.

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

- Available Resources 35 Points
- Qualifications & Experience 25 Points
- Proposed Cost 40 Points

3.13 **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.

3.14 **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 offer are subject to rejection in whole or in part. Any exceptions shall be included in Section V, 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.

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

3.17 **INSURANCE:** The successful vendor(s) must carry the insurance as indicated on the Insurance Checklist 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 proposal. Upon the 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 and Knox County Schools 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.

3.18 **INVOICE DETAIL:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.18.1 The invoice must show the amount due to the Contractor by Knox County;
3.18.2 The invoice must show a summary of completed work;
3.18.3 Invoices are to be original and uniquely pre-numbered;
3.18.4 Invoices which do not show this information are subject to rejection.

3.19 **INVOICE REVIEW:** Knox County shall review all invoices 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 termination.

3.20 **INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may be required to use different invoicing information and procedures.
This information and procedures shall be provided to the Contractor(s) prior to Contract execution. There shall be no additional charge for this information and procedures to be included.

Each invoice shall include a summary of service(s) provided and shall list the associated unit price. Supporting documentation shall be included with invoices as applicable. Invoices without this information will be returned to the Contractor for correction.

Invoices shall be sent to the billing address indicated on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that the successful Contractor's invoices specify the correct department. Do not credit payments to another department's account. Invoices must match the corresponding Purchase Order number. Vendors are hereby notified that invoices may take up to thirty (30) business days to process payment. There shall be no component billing. Mail invoices for Knox County Schools to:

Knox County Schools Transportation Department
Post Office Box 2188
Knoxville, TN 37901
invoices@knoxschools.org

3.21 **MINIMUM QUALIFICATION EXPECTATIONS:**

3.21.1 Respondent must address all submittal requirements as defined under Section IV.
3.21.2 Respondent must have the experience and capabilities to carry out the work contemplated and equipment and personnel available for the work.
3.21.3 If the respondent has a permanent office in Knox County, respondent must have a current business license issued by Knox County. This requirement also applies to any of the Respondent's proposed subcontractors or subconsultants with a permanent office in Knox County. A Knox County business license is not required of any Respondent or proposed subcontractor or subconsultant who does not have

a permanent office in Knox County. For more information, contact the Knox County Clerk's office at 865.215.2392.

3.22 **NEGOTIATION:** Knox County may select a successful proposer on the basis of initial offers received without discussions. 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.

3.23 **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.

3.24 **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 Proposal, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.25 **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 one hundred twenty (120) business days after the date fixed for the closing the RFP.

3.26 **PRICING:** The proposer(s) warrants that the unit price stated shall remain firm for a period of twenty-four (24) months from the first day of the Contract period.

If the Contractor's price is increased after the first contract period, 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:

- Continue with the existing prices;
- Request a lower price increase;
- Not accept the renewal offer.

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 proposal file. No approvals will be authorized verbally.

3.27 **PROPOSAL CONTENT:** The proposer's response must contain a thorough description of the background of the proposer and sufficient evidence showing that the proposer is capable of providing the services. The proposer's response must thoroughly expound on the proposer's understanding of how the proposed services will meet Knox County's needs. The proposal must also contain an explanation of the implementation plan and the proposer's ongoing commitment to service.

3.28 **PROPOSAL EVALUATION:** In evaluating the 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.

3.29 **PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. As 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.

3.30 **PROPOSER INTERVIEWS:** Knox County may require proposers to give oral presentations/interviews in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. These presentations/interviews may be conducted virtually through video conferencing or in person. Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase. The County 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.

3.31 **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.

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

3.33 **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.

3.34 **REFERENCES:** Proposers must provide three (3) professional references relating to work of a similar scope completed within the last five (5) years. Include the name of the agency or institution, point of contact with both a telephone number and email address, and the nature and size of the Contract. Proposer must submit Attachment A. Do not list any Knox County Government entity or Knox County Schools.

3.35 **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.

3.36 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work specified in this RFP.
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.

3.37 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **April 24, 2025 at 4:30 p.m. local time**. No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** The purpose of this solicitation is to provide "point-to-point" transportation services for individuals at the direction of Knox County Schools. Knox County Schools is hereinafter referred to as KCS. This Contract is not limited to those transportation services specifically to and from school on a scheduled instructional day and may be used to provide services to any program associated with KCS. Instructional days are determined by the Board of Education and published on the KCS web page (www.knoxschools.org) and are subject to change. It shall be the responsibility of the vendor to verify all instructional days. These transportation services, for the most part, are within the boundaries of Knox County. KCS currently utilizes approximately forty (40) vehicles across three separate Contractors to transport approximately five hundred students each instructional day, typically between 6:30 AM and 5:30 PM. Mileage varies by route but is often between fifty (50) and one hundred fifty (150) miles a day.

4.2 **BACKGROUND:** Knox County Schools (KCS) is a public education agency. It is responsible for the education of children from preschool through high school. There are approximately fifty-nine thousand (59,000) Pre-K through 12th-grade students and approximately seven thousand eight hundred (7,800) employees. For purposes related to this RFP, the district is comprised of ninety-two (92) schools that represent urban, suburban, and rural populations.

4.3 **ACCEPTANCE OF POLICY AND DIRECTIVES:** The Contractor, while performing work under this Contract, expressly agrees to abide by Knox County Schools Board Policies and the Transportation Handbook. The

Contractor also agrees to follow directives and procedures regarding the implementation or execution of this Contract from the Superintendent of Knox County Schools and any of her or his designees.

4.4 **ACCIDENTS:** The Contractor shall immediately inform the Knox County Schools Transportation Department (KCSTD) of the occurrence of any accident involving any vehicle while performing services under this agreement. The Contractor shall follow the Department of Transportation (DOT) post-accident testing procedures for alcohol and controlled substances. The Contractor must comply with all requirements as set forth in the Drug-Free Workplace Policy as defined in the Knox County Schools Handbook: https://www.knoxschools.org/cms/lib7/TN01917079/Centricity/Domain/1034/GAN.pdf.

4.5 **ADDITIONAL TRAINING:** The Contractor will participate, and will ensure their drivers or driver candidates participate, in any training sessions mandated by the KCSTD. Such trainings will be located within the boundaries of Knox County and Contractors will be compensated for the time their drivers spend in training. Contractors will not be entitled to compensation.

4.6 **ASSIGNMENT OF WORK:** All service to be conducted under this agreement will be at the direction of the Knox County School Transportation Department personnel. Failure to abide by this directive may be just cause for immediate termination and a report sent to the District Attorney General.

4.7 **CALL-IN SERVICE:** Some trips may require a "call-in" to the successful Contractor(s). These trips could occur between the hours of 6:00 a.m. and 10:00 p.m. Monday thru Saturday. When call-in service is requested between the hours of 6:00 a.m. and 6:00 p.m. Monday thru Friday, the successful Contractor(s) must arrive within thirty (30) minutes from when the call-in was placed. When call-in service is requested between the hours of 6:00 p.m. and 10:00 p.m. Monday thru Friday, or 6:00 a.m. and 10:00 p.m. on Saturday, the successful Contractor (s) must arrive within sixty (60) minutes from when the call-in was placed.

Repeated late arrivals may result in termination of the Contract. The person who calls in the request must be listed on the approved Contract list provided by the School Transportation Department.

4.8 **CELLULAR COMMUNICATIONS:** The Contractor(s) shall maintain on his or her person and shall equip each vehicle with a cellular telephone and must be in the "on" position and operable at all times, to the extent service is provided by commercial communications provider, while performing services under this Contract. The Contractor shall furnish the cellular numbers to the KCSTD as needed. The Contractor(s) shall be liable for the cost of the cellular services and all accompanying charges to meet this requirement. The Contractor will also ensure that all of their drivers are made aware of and trained on any laws, rules, and regulations regarding the usage of cellular phones while driving a vehicle. This includes but is not limited to hands-free laws.

4.9 **CENTRALIZED DRIVER FILES:** By agreement of the parties, all information necessary to meet driver eligibility requirements shall be housed in the KCSTD facility and will be made available to authorized employees of the Knox County Transportation Department to ensure compliance. The Contractor shall provide to the KCSTD a complete file on each driver, which, at a minimum, shall contain the following:

- Driver's name, address (current), telephone number (current), and driver's license number,
- A negative D.O.T. pre-employment drug screening;
- An annual D.O.T. satisfactory physical examination;
- A photocopy of their driver's license with proper endorsement;
- Any and all other required documentation or information as set forth by the School Board or the KCSTD.

4.10 **CRIMINAL HISTORY BACKGROUND CHECK:** All driver candidates must undergo a criminal history background check conducted at the direction of KCSTD utilizing an entity of KCSTD's choosing. KCSTD personnel will schedule this procedure but Contractors are responsible for payment. All driver candidates must sign paperwork releasing these results to KCS prior to a background check being scheduled. In addition, Attachment B, Criminal History Records Check Affidavit, must be completed and returned with your submittal.

The results for each driver candidate will be forwarded to the KCSTD upon completion. The KCSTD will notify the vendor if any identified prior criminal history would prevent a driver's eligibility.

4.11 **DRIVER AND DESIGNEE INSPECTION:** In compliance with Applicable Law, the Contractor(s) shall insure that their drivers fully inspect each vehicle after dropping the final student from each school they serve or any time the vehicle is vacated by the driver for any purpose to verify that no pupil remains on the vehicle.

4.12 **DRIVER ELIGIBILITY & STANDARDS:** The Knox County Transportation Department will maintain a driver eligibility roster listing all drivers meeting the requirements pursuant to an awarded Contract, Knox County Board of Education Policy, the Knox County Schools Transportation Handbook, and any additional Applicable Law. Only drivers listed on the driver eligibility roster shall perform services pursuant to this Contract. Contractor staffing changes must be reported to KCSTD immediately. The Contractor, in providing services pursuant to this agreement, shall only use drivers included on the Knox County Schools Driver Eligibility Roster.

4.13 **DRIVER SUSPENSION**: When anyone providing services pursuant to this Contract has been involved in an accident; is the subject of civil or criminal violations or charges; has been accused of sexual harassment, sexual assault, child abuse, or child endangerment; has received a traffic citation or a moving violation; or has failed to meet the obligations or performance standards as defined in this Agreement, Board Policy, including but not limited to the Knox County Schools Civility Code, or the Knox County Schools Transportation Handbook, that person may be temporarily suspended from his/her driving position pending an investigation. This suspension will be lifted or continued based on investigative findings by Knox County School Security, KCS or KCSTD administration, and/or the appropriate law enforcement agency and could ultimately result in removal from the eligibility roster.

Once an individual has been removed from the Roster, only the Director of Schools for Knox County Schools may reinstate that person to the Roster. Anyone wishing to be reinstated to the Roster should submit a written petition to the Director of Schools for Knox County Schools. No reinstatement shall be considered before one (1) calendar year has passed.

4.14 **EQUIPMENT REQUIREMENTS:** The Contractor(s) must use vehicles that are compliant with all Federal, State and Local Laws and Regulations in addition to all Knox County Board of Education Policy and Procedures, and the Transportation Handbook.

4.15 **FUEL SURCHARGE:** The purpose of the Fuel Surcharge is to offset increases in gasoline prices experienced by shuttle Contractors while operating for Knox County Schools. As such, the surcharge will increase and decrease with the price of fuel. The formula for calculating the Fuel Surcharge is as follows:

(Current Fuel Price – Base Fuel Price) / 12 Miles Per Gallon = Per Mile Surcharge

1. Current Fuel Price is the cost of Regular Grade fuel in Knoxville as listed on the Tennessee Metro Average Prices available on the American Automobile Association (AAA) website.
2. The Base Fuel Price is $2.75 per gallon.
3. 12 Miles Per Gallon is meant to represent an average fuel economy for the vehicles in the shuttle fleet, not that of any specific vehicle.
4. The Per Mile Surcharge is an amount that will be added to every mile billed by the Contractor. It will be in addition to the mileage rate specified in the Contract and will be rounded to the nearest cent.
5. The Knox County Schools Transportation Department will establish the Current Fuel Price on the first business day of each month. KCSTD will also communicate the Per Mile Surcharge to the Contractor.
6. The Contractor will include the Per Mile Surcharge as a separate item on all of their invoicing for that month.
7. The Fuel Surcharge will not exceed $1.50 per mile without Knox County School Board approval.

4.16 **GLOBAL POSITIONING SYSTEM:** The Knox County Schools Transportation Department may, at its discretion, install or have installed on each vehicle operated under this agreement a Global Positioning System (GPS) compatible with the GPS system utilized by the KCSTD. The Contractor shall ensure this equipment is functional and properly maintained and that the Contractor's employees are trained in the proper use of this equipment. Any malfunction or degradation of the equipment shall be immediately reported to the Knox County Schools Transportation Department so that it may be repaired in a timely manner. Contractors will be responsible for the replacement cost of any lost or maliciously damaged GPS equipment. Although this equipment will be installed on the Contractor's vehicle, it will remain the property of Knox County Schools. Before a vehicle is removed from service by the Contractor, KCSTD must be notified and provided a reasonable time frame to uninstall the equipment or to have it uninstalled.

4.17 **NON-STUDENT PASSENGERS:** The Contractor(s) agrees to limit non-student passengers while performing under this Contract as required in Knox County Schools Board of Education Policy and the Knox County Schools Transportation Department Handbook.

4.18 **RADIO COMMUNICATIONS:** The Knox County Schools Transportation Department may, at its discretion, install or have installed on each vehicle operated under this agreement a radio compatible with the radio system utilized by the KCSTD. The Contractor shall ensure this equipment is functional and properly maintained and that the Contractor's employees are trained in the proper use of this equipment. Any malfunction or degradation of the equipment shall be immediately reported to the Knox County Schools Transportation Department so that it may

be repaired in a timely manner. Contractors will be responsible for the replacement cost of any lost or maliciously damaged radio equipment. Although this equipment will be installed on the Contractor's vehicle, it will remain the property of Knox County Schools. Before a vehicle is removed from service by the Contractor, KCSTD must be notified and provided a reasonable time frame to uninstall the equipment or to have it uninstalled.

4.19 **RANDOM DRUG AND ALCOHOL TESTING:** All persons driving under this Contract and all persons performing Safety-Sensitive Functions (see Section 4.23) in relation to this Contract shall be included in a random drug and alcohol testing pool managed by the KCSTD. Although those persons are not employees of Knox County Schools, all testing shall be conducted in accordance with Knox County Board of Education Policy G-210. All persons providing services under this Contract are required to comply with the stipulations of that policy.

4.20 **REPORTING OF SERVICES:** The Contractor(s) shall submit a daily summary of provided services to the KCSTD through email. The summary shall be submitted on a Microsoft Excel formatted template provided by the KCSTD. A monthly invoice shall be submitted for services rendered in a format determined by the KCSTD.

4.21 **REQUIRED REPORTING:** The Contractor(s) shall inform the KCSTD of any and all civil or criminal violations or charges; accusations of sexual harassment, sexual assault, child abuse, or child endangerment; and traffic citations or moving violations for all drivers on the eligibility roster within 24 hours of their occurrence.

4.22 **ROUTING AND SCHEDULING:** KCSTD will determine the method and manner of the transportation services delivered under this Contract. This includes all routing determinations, locations at which students are served, the time at which students are picked up and dropped off, the order in which students are picked up and dropped off, the path traveled between pick up points, the configuration of the vehicle (consistent with the specifications laid out in this Contract), or any other parameters KCSTD deems necessary to the successful transport of students. At KCSTD's discretion, it may provide routes for the Contractor to run, work with the Contractor to establish routes, delegate to the Contractor the construction of routes, or any combination thereof.

4.23 **SAFETY-SENSITIVE FUNCTION:** Safety-sensitive functions include, but are not limited to:

- All time at a Contractor's terminal, facility, garage, parking location, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- All time inspecting equipment as required by all applicable Laws, Rules, and Regulations, requirements include herein this Contract, inspecting, servicing, or conditioning any motor vehicle at any time;
- All time spent at the driving controls of a motor vehicle in operation;
- All time spent providing services and performing pursuant to this Contract;
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

The Contractor(s) and all of their employees or subcontractors performing safety-sensitive functions shall be included on the Driver Eligibility Roster. All individuals meeting criteria as a participant in a safety-sensitive function shall be included and participate in the alcohol and substance abuse program (see Section 4.19).

4.24 **STUDENT INTERACTION:** The vendor(s) must have effective policies in place regarding appropriate interaction between Contractor's employees and students and to train all employees regarding appropriate interaction with students. Contractor further agrees to provide to the Knox County Board of Education with copies of policies developed and documentation that these policies have been communicated to all employees upon request.

4.25 **STUDENT-ON-STUDENT HARASSMENT OR DISCRIMINATION:** Contractor agrees to inform the administration of the school(s) served and the KCSTD of any instances of student-on-student harassment or discrimination that occurs on the vehicle. If Contractor(s) fails to inform the administration of the school(s) served and the transportation office of any instances of student-on-student harassment or discrimination the vendor knew about, or should have known about, Contractor agrees to indemnify and defend the board and its agents and employees from any costs, losses, damages or judgments rendered against the board for such student-on-student harassment or discrimination. The Contractor(s) will be deemed to have known about student-on-student discrimination or harassment if vendor or vendor's employee observed such student-on-student discrimination or harassment.

4.26 **VIDEO CAMERA SYSTEMS:** The Knox County Schools Transportation Department may, at its discretion, install or have installed on each vehicle operated under this agreement a video camera system compatible with the camera system utilized by the KCSTD. Knox County Schools will have sole access to this system and any and all video captured by it by will be the property of Knox County Schools. Neither the Contractor nor their drivers shall at any time attempt to access this camera system or the video it captures. The Contractor shall ensure this equipment is functional and properly maintained.

Any damage to or degradation of the equipment shall be immediately reported to the Knox County Schools Transportation Department so that it may be repaired in a timely manner. Contractors will be responsible for the replacement cost of any lost or maliciously damaged camera equipment. Although this equipment will be installed on the Contractor's vehicle, it will remain the property of Knox County Schools. Before a vehicle is removed from service by the Contractor, KCSTD must be notified and provided a reasonable time frame to uninstall the equipment or to have it uninstalled.

SECTION V PROPOSAL FORMAT

The following guidelines should be followed when responding to the Request for Proposal. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposals. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. The County reserves the right to amend the Request for Proposal by addendum prior to the final date of proposal submission. **PROPOSERS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.**

- Knox County requests proposals be in sufficient detail to address all requirements.
- The County requests responses be submitted in a three-ring binder containing sections separated by tabs. **Do not submit spiral bound or glued responses.**
- Please submit one (1) marked original and one (1) exact copy.
- Proposers shall also submit an exact copy of the original proposal on a Flash drive. **This shall be in one (1) complete pdf file. Do not include multiple folders on the Flash drive.**
- Page numbers should be placed on bottom center of pages.

TAB I **COVER LETTER**

Include cover letter authorizing the submission of the proposal signed by the principal of the company.

TAB II **COMPANY PROFILE**

Company Name, Address, Telephone Numbers and Email Addresses
Contact name(s) and information
Proposer's Vendor Number as assigned by Knox County
Knox County Business License (if applicable)
Employer Identification Number (EIN)
Brief History of Organization
Will you accept E-commerce for payment? Will you allow Cooperative Procurement?
Acknowledgement of the receipt of any Addendum issued

TAB III **AVAILABLE RESOURCES (35 POINTS)**

Proposers are to state the number of vehicles available for this service. Include a complete description of each of the vehicles associated with the delivery of services. Describe the Cellular Communications capabilities of each vehicle.

Proposers are to state the number of eligible drivers and submit a personnel roster and resumes of all key personnel who will be involved in the delivery of services under this Contract. Contractor must list each individual's full name, address and driver's license number. If awarded a contract, Contractor may be required to submit each individual's Social Security Number (SSN) to be used for background checks.

Describe how the organization handles staff absenteeism. Describe the organization's dress code policy.

TAB IV **QUALIFICATIONS & EXPERIENCE (25 POINTS)**

In narrative form, describe your organization's qualifications and experience in a manner that effectively demonstrates comprehensive understanding and willingness to comply with all of the requirements detailed in Section IV (Scope of Work) of this RFP. At a minimum, include:

- The number of years that your organization has been in business
- A description of your organization's post-accident testing procedures
- An overview of how your organization collects and maintains information for Driver Files
- A sample daily summary report
- A description of your organization's Student Interaction policies
- A description of your organization's Student-On-Student Harassment or Discrimination reporting procedure

TAB V **PROPOSED COSTS (40 POINTS)**

Contractor is to provide a pricing schematic based on a flat rate per travelled mile for distance between origination location and destination. Contractor must clearly state any charges for additional passengers. Contractor must clearly state any applicable minimum charges or any other charges for their proposed service. Use the template provided as Attachment A (Pricing).

Contractors may submit additional information detailing any alternative pricing schematics that may be utilized by Knox County Schools, but at a minimum, Contractors must submit pricing as requested per Attachment A.

NOTE: This tab will be reviewed after the other sections of the vendor's proposal have been reviewed and scored. Failure to submit pricing as requested per Attachment A may result in a vendor being deemed non-responsive.

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 Proposal. 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 B)
- Insurance Checklist (Attachment C)
- Criminal History Check Affidavit (Attachment D)
- Iran Divestment Act/ No Boycott of Israel (Attachment E)

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
PRICING
REQUEST FOR PROPOSAL NUMBER 3655

Regularly Scheduled Flat Rate per Mile (Non-Call-In Service)	$_____ per mile
Flat Rate per Mile (Call-In Service Monday thru Friday 6AM-6PM)	$_____ per mile
Flat Rate per Mile (Call-In Service Monday thru Friday 6PM-10PM and Saturday 6AM-10PM)	$_____ per mile
Charges for Additional Passengers	$_____ per passenger
Minimum Charge (if applicable)	$_____ per trip
Additionally, Contractors are asked to provide prices for the sample trips outlined below, inclusive of any applicable additional passenger charges, minimum charges, and/or other charges. Please provide a breakdown of cost by each route as well as a total cost per scenario.	
<u>Scenario 1:</u> Route A: 3528 Laurel View Rd. to Whittle Springs Middle School (1 student) Route B: 1219 Pilleaux Dr. to Powell Elementary School (1 student) 1219 Pilleaux Dr. to Powell Middle School (1 student) (Note: 2 students total) Route C: 2544 Byington Solway Rd. to West High School (2 students)	Route A: $_____ per trip Route B: $_____ per trip Route C: $_____ per trip Total Cost for Scenario 1: $ _____
<u>Scenario 2:</u> Route A: Pickup 1: 9314 Smoky Row Rd. (1 student) Pickup 2: 1119 Andrew Johnson Highway (1 student) Pickup 3: 3308 Mine Rd. (1 student) Pickup 4: 6210 Cardwell Rd. (1 student) Drop-Off: Gibbs Middle School (4 students)	Total Cost for Scenario 2: $ _____
<u>Scenario 3 (11:30 AM):</u> Route A: Farragut High School to Goodwill Industries, 5412 Pleasant Ridge Rd. (2 students)	Total Cost for Scenario 3: $ _____
<u>Scenario 4:</u> Route B: 103 Ithaca Ln., Oak Ridge, TN 37830 to Cedar Bluff Elementary School (1 student)	Total Cost for Scenario 4: $ _____

Note: Contractors may submit additional information detailing any alternative pricing schematics that may be utilized by Knox County Schools, but at a minimum, <u>Contractors must submit pricing as requested per Attachment A</u>. Please attach additional pages if necessary. Failure to submit pricing as requested per Attachment A may result in a vendor being deemed non-responsive.

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3655

Vendor Name: _____

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. 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 list Knox County Government or Knox County Schools as a reference.

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

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: _____ Fax Number: _____

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: _____ Fax Number: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 3655

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	$ 1,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 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	$2,000,000	
NO		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-VII or better or its equivalent.

21. *Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.*

22. 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.

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

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 D
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3655

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: _____

ATTACHMENT E
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSALS NUMBER 3655

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: _____

EXHIBIT A
Sample Contract
Knox County Government
and
(Contractor Name)

This Contract, made and entered into by and between the Knox County Government, hereinafter referred to as the "County" and (Contractor Name) hereinafter referred to as "Contractor".

Whereas, the County requested proposals for School Transportation Services for Knox County Government and Knox County Schools (Request for Proposals #3655) and;

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

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposal, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposal specifications and the Contractor's proposal and 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;
Arises

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of July 2025 and ends upon the 30th day of June 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a two-year (2) award. Upon the mutual agreement of the vendor and the County, the award may be extended for three (3) 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 with the vendor.

2. Payment. Contractor warrants that the pricing shall remain firm for the initial two (2) year period. At the end of the first two (2) year period, and pursuant to the renewal terms in Paragraph 1, the Contractor may request price increases for each subsequent renewal. Price increases will only be given at the renewal time and must remain in effect for the next one (1) year term. No price increases will be given during the term of a Contract. The County shall pay Contractor the amount as agreed upon in the County's Request for Proposal for School Transportation Services per the Contractor's response to Request for Proposal #3655 and negotiations; 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. Invoicing and reporting requirements. Contractor shall invoice the County for School Transportation Services pursuant to Request for Proposal #3655.

TBA

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

Should the Contractor fail to provide School Transportation 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 thirty (30) business days of notification of the problem. 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 one hundred twenty (120) days' 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.

SAMPLE

5. Appropriations. In the event no funds are appropriated by the County for the School Transportation 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.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that the 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 School Transportation Services, 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 the County.

10. 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 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 form.

11. Right to inspect. The 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 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.

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 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.

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, agents, or employees.

15. Delivery. Contractor shall render the School Transportation Services for the County in accordance with Request for Proposal #3655.

16. 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.

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

SAMPLE

18. 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 #3655
B. Contractor's Response to Request for Proposal #3655

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 copy on the day and year last 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**

Date:_____

KNOX COUNTY GOVERNMENT

_____ **GLENN JACOBS**
MAYOR – Signature **MAYOR**

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE
CONTRACT NO._____ **KNOX COUNTY, TENNESSEE**
APPROVED AS TO LEGAL FORM

_____ _____
LAW DIRECTOR – Signature **LAW DIRECTOR – Printed Name**

Date:_____

VENDOR

_____ _____
AUTHORIZED SIGNATURE **VENDOR – Printed Name**

CONTRACTOR
COMPANY NAME

Date:_____

SAMPLE

Knox County Procurement Division
Addendum I to RFP No. 3655
School Transportation Services

Addendum Date: **April 30, 2025**

Buyer: **Rachel Cabrera**

Closing Date: **May 8, 2025**

Pages: **Twenty-Two (22)**

The following is for clarification:

Question 1: Are the services requested primarily on an “on call” basis?

Answer 1: The bulk of services will be scheduled but call-in services will make up a significant minority of the total.

Question 2: Is this service for regular home to school fixed routes?

Answer 2: Yes.

Question 3: If fixed route service, please provide copies of current routes.

Answer 3: Routes will change between now and the initiation of service, the examples in the RFP give an idea of the types of service we’re looking for.

Question 4: Does the District prefer vehicles that are FMVSS compliant for home to school transportation services?

Answer 4: Yes.

Question 5: Please provide a copy of the Transportation Handbook referenced in 4.14

Answer 5: School Bus Handbook (The School Bus Handbook can be found on the left side of the Knox County Schools Transportation Department Page https://www.knoxschools.org/Page/17300.)

Question 6: Can the District provide a copy of the current fleet listing including year, make, model, seating capacity/configuration and number of lift required vehicles being used for this service?

Answer 6: No lift vehicles are currently being used for this service, but the district is interested in exploring that possibility. All vehicles must meet Knox County Schools Shuttle Specifications.

Question 7: Is there a minimum/maximum age criteria for vehicles?

Answer 7: No.

Question 8: Are current vehicles equipped with GPS by the District?

Answer 8: Yes.

Question 9: Are current vehicles equipped with radios by District?

Answer 9: Yes.

Question 10: Are current vehicles equipped with cameras by District?

Answer 10: Yes.

Question 11: Would the District prefer proposals to include GPS, radios and cameras?

Answer 11: No, all vehicles will be required to use district provided GPS, radios, and cameras.

Question 12: Please provide school bell times.

Answer 12: Elementary and some specialty programs: 7:45-2:45, Middle and High Schools and other special programs: 8:30-3:30, Specialty High Schools: 9:30-4:30

Question 13: Will the District accept proposals based on hours per day, and guaranteed number of days and vehicles?

Answer 13: The district is only interested in proposals utilizing a per mile cost.

Question 14: Please provide any wage/benefit information the district may have for current drivers.

Answer 14: All drivers are employees of private contractors; the district has no information about their wage and/or benefit packages.

Question 15: Do current contractors utilize a central facility for dispatch, vehicle parking and maintenance?

Answer 15: All those functions are contractor-specific and not governed or facilitated by the district.

Question 16: How many of the on-demand call-in trips has the district seen on average per month over the past year?

Answer 16: Approximately 20-30 per month, with more clustered at the start of the school year.

Question 17: What is the average mileage per trip?

Answer 17: It varies enough that an average per trip is not a descriptive number. Some trips are 3 miles long, others are 50 miles, depending on the needs of the district.

Question 18: Are we permitted to submit our standard driver qualifications along with a sample list of local drivers, with the understanding that the final list may be subject to change based on district demand?

Answer 18: Yes, but all drivers will be required to meet the requirements of the Knox County Schools Eligibility Roster. It is conceivable that drivers who meet your standard driver qualifications will also meet many of those necessary to be included on the Eligibility Roster, but the district will evaluate that on a case-by-case, driver-by-driver basis.

Question 19: What is the current per-mile rate being offered?

Answer 19: $2.15 per mile, $2.25 per mile, $2.50 per mile

Question 20: Which transportation provider(s) are they currently utilizing?

Answer 20: City Shuttle, RPM Transit, Inc., McConkey Transportation Inc.

Question 21: Do the current vendors have any type of minimum cost or initial cost associated with the rides or do they only charge the mileage rate per ride?

Answer 21: Each vendor has a minimum cost per rider, and RPM Transit charges an initial cost upon beginning a route.

Question 22: Would the District be open to considering bids from supplemental transportation solutions utilizing sedans and SUVs?

Answer 22: Yes.

Question 23: Can the District please allow for digital submission (e.g. by email or portal upload, or similar)?

Answer 23: No

Question 24: Can the District please allow the use of verified e-signatures for this submission?

Answer 24: Yes

Question 25: Can the district please confirm if this solicitation is open to small vehicle alternative transportation providers that utilize Sedans, SUVs and minivans to transport students?

Answer 25: Please see answer 22.

Question 26: Can the district please confirm how often the call-in services mentioned on p.11 have been utilized throughout the current school year?

Answer 26: Please see answer 16.

Question 27: Can the district please confirm what type of vehicles are currently being utilized to provide this type of transportation?

Answer 27: Primarily SUV's and minivans.

Question 28: Can the district please confirm their current provider and rates?

Answer 28: See Answer 19 and Answer 20.

Question 29: Can the district please provide their current vendor's cancellation fee and policy?

Answer 29: Our current vendors do not have cancellation fees or policies.

Question 30: Will the district allow for contract negotiations post RFP?

Answer 30: There are some provisions that are nonnegotiable. See Section 3.14 and 3.22.

Question 31: Can the district please clarify if they intend to award one or multiple providers as part of this RFP?

Answer 31: See Section 1.5.

Question 32: Is this RFP intended to supplement or replace existing contracts with current vendors?

Answer 32: This RFP is to replace existing contracts.

Question 33: Can the district please confirm if they intend 1 or multiple vendors? If multiple, can you please confirm how many?

Answer 33: See Section 1.5.

Question 34: Could the district share the historical Liquidated Damages that they've assessed to their current provider(s)?

Answer 34: It has not been necessary to assess Liquidated Damages during our current contract.

Question 35: Can the district please confirm if vendors are required to supply safety equipment such as vests or harnesses? If yes, how many students currently require this type of equipment?

Answer 35: The district will supply all necessary specialized student transportation equipment.

Question 36: Can the district please confirm what software they are using to manage their bus routing?

Answer 36: Edulog.

Question 37: Can the district please clarify if the intent of 4.16 Global Positioning System (p.12) is to integrate the awarded vendor's software and GPS system with their current GPS system for yellow buses? If awarded, we would provide the district with our tracking and scheduling software that includes GPS and allows district staff and caregivers/parents to track rides in real time.

Answer 37: Use of district-provided GPS, camera, and radio systems will be a requirement for working for the district. Any vendor unwilling to do so will be deemed non-responsive to the RFP.

Question 38: Would the district be open to a complete list of the drivers and vehicles following award and prior to start of service at a mutually agreed upon time?

Answer 38: The district is open to any drivers that meet the qualifications and stipulations for inclusion on the Knox County Schools Eligibility Roster and any vehicles that meet the Knox County Schools Shuttle Specifications.

Question 39: Currently, there is only 1 class per month AND a minimum of 3 people required before a class can be scheduled for potential new drivers. Is there a different process that has been developed that we can expect for the new contract period that will produce a more manageable timeline to help us provide service for the high demand and fluctuation of this contract?

Answer 39: The district will work with vendors to the greatest extent possible to expedite onboarding of new drivers.

Question 40: RFP states that all safety employees are to be listed on our roster for random drug screenings. What would the process be from your perspective if a mechanic or tech failed? Is there a moratorium on their return and what has to be completed for that person to return to service?

Answer 40: Violations of drug and alcohol testing policy will be handled on a case-by-case basis.

Question 41: Can you tell us for sure that the Board is requiring the 2mil umbrella going forward (or more) so we know how to adjust our pricing?

Answer 41: The district does not anticipate the insurance requirements changing but cannot categorically or unilaterally guarantee that for the life of the contract. The pricing should reflect the insurance requirements. If amendments to a contract are desired, both parties would need to agree to those amendments.

Question 42: Please clarify if you would like 1 original printed proposal, 1 exact printed copy of the proposal, and 1 exact copy on USB, or is 1 original print and 1 exact copy via USB sufficient?

Answer 42: Please submit one (1) original hard copy, one (1) exact copy and a USB with one PDF file on the proposal.

Question 43: Per Pg. 10, section 4.1 regarding daily vehicle mileage between 50-150 miles per vehicle, can the district please provide the average mileage per one way route?

Answer 43: See answer 17.

Question 44: Who is the current Vendor(s)?

Answer 44: See answer 20.

Question 45: What is the current vendor(s) rates?

Answer 45: See answer 19.

Question 46: Are there any service-related items that the district is trying to address/improve with this RFP?

Answer 46: Not specifically, no.

Question 47: Is it required for bidders to provide call-in service?

Answer 47: Any vendor unwilling to provide call-in service should specify that in their response in Section V behind Tab VII.

Question 48: How will participation in the call-in service be valued/weighted in regard to proposal evaluations?

Answer 48: The district is interested in working with vendors who can offer unexpected or emergency service with little notice. While not offering this type of service is not disqualifying, it will be a part of a vendor's evaluation.

Question 49: Section 4.19 - Random Drug and Alcohol Testing- Who is responsible for the costs associated with enrollment in the testing program managed by the KCSTD?

Answer 49: There is no cost for enrollment into the KCSTD testing program, it is a requirement for working with the district.

Question 50: Section 4.19 - Random Drug and Alcohol Testing- Who is responsible for the costs associated with the tests performed by the testing program managed by the KCSTD?

Answer 50: Vendors are responsible for pre-employment testing, KCSTD will pay for random and post-accident testing.

Question 51: What's the minimum number of routes you will award? Will it be 40 routes to one vendor?

Answer 51: See Section 3.33.

Question 52: Does the district provide a facility?

Answer 52: No.

Question 53: Who performs routing duties currently?

Answer 53: KCSTD.

Question 54: What software is used for routing?

Answer 54: Edulog.

Question 55: Will you use your GPS or the vendors? If it's the district uses their GPS, what system do you use?

Answer 55: District GPS units will be used, made by Zonar.

Question 56: Will the district use its cameras or the vendors? If the district uses theirs, what camera system do you use?

Answer 56: District cameras will be used, made by REI.

Question 57: Will the district use its radios or the vendors?

Answer 57: District radios will be used, made by Motorola.

Question 58: If the district provides the three options above, will you let us propose our technology?

Answer 58: No.

Question 59: What is the estimated volume of extracurricular trips (Athletic and Field trips) for the school year? Include: number of trips, hours and miles billed, total cost for the year

Answer 59: Extracurricular trips are booked directly with schools/groups and not through KCSTD – those trips are not a part of this RFP.

Question 60: What are the estimated summer School transportation needs? Include: number of routes and number of days operated

Answer 60: This solicitation will not go into effect until summer programming for 2025 will already have ended. Summer programming for 2026 is yet to be determined.

Question 61: Are you currently experiencing a driver shortage?

Answer 61: Yes.

Question 62: How many monitors are required?

Answer 62: Monitors are district-provided and the number fluctuates.

Question 63: Will you provide the starting rate and wage range, and salary range for drivers, monitors, and mechanics?

Answer 63: All transportation provided to Knox County Schools is contracted. Wages and salaries vary by contractor and are not the purview of the district.

Question 64: Please provide a complete list of all routes with start and end times and/or driver hours for the day and mileage. The list should include: Route type (Regular or Special Needs), Midday Shuttles (how many and times), vehicle size, aide or monitor required, special equipment needed (Wheelchair lift, Air Conditioning, Star-Seat)

Answer 64: Routes have not yet been determined for the coming year.

Question 65: How many school days?

Answer 65: 177

Question 66: Can we propose a daily route cost instead of a per-mile cost?

Answer 66: See answer 13.

Question 67: When will you award?

Answer 67: As expeditiously as possible.

Question 68: When will the contract start?

Answer 68: The County cannot guarantee an exact start date.

Question 69: Page 23, Contract, No. 1 states that the initial term will be from July 1, 2025 to June 30, 2026. However, that same provision states that County intends to issue a 2-year contract and Page 6, Section 3.5 also states the contract will be for two years. Can the district please clarify?

Answer 69: Page 23 is a Sample Contract. Per Section 3.5 the Contract will be two (2) years with the option to renew upon mutual consent of both parties for three (3) additional one (1) year options. The Contract could be extended for a possible total of five (5) years.

The following questions were answered using the additional information attached:

Question 70: Can the district please provide historical and/or estimated information on the following:

- Average number of riders per vehicle per one-way trip
- Number of one-way trips per month
- Average mileage per one-way trip
- Total trip mileage per month

Answer 70: Please see Additional Information-Attachment A Sample Invoice and Attachment B Previous Invoices.

Question 71: Per Pg. 13, section 4.20, please elaborate and provide an example of what a daily summary of provided services report would entail.

Answer 71: Please see Additional Information- Attachment A Sample Invoice.

Question 72: Please provide a 3-month of actual billing invoices demonstrating how the contract rates are applied.

Answer 72: Please see Additional Information- Attachment B Previous Invoices.
End of Addendum I

Note: Addendum must be acknowledged in Section V Tab II of the proposal.

Rachel Cabrera
Senior Buyer, Knox County Procurement

Attachment A

Sample Invoice(This is an example of an invoice submitted from one vendor based on the operation of one vehicle for three days.)

Date	Student	Address	School	AM Miles	PM Miles	Total Miles per Day	Per $2.50	Fuel Index	Index x Mileage	* Daily Total	RY/ Ridgedale Alt	Totals	Wkly Totals
3/3/2025			Dogwood Elem	5.9	6.3	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Dogwood Elem	6	6	12	$ 30.00	$ -	$ -	$ 30.00			
			Dogwood Elem	8	8.1	16.1	$ 40.25	$ -	$ -	$ 40.25			
			Dogwood Elem	12.2	0	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Richard Yoakley	0	11.5	11.5	$ 28.75	$ -	$ -	$ 28.75	$ 15.00		
			Richard Yoakley	6.3	0	6.3	$ 15.75	$ -	$ -	$ 15.75			
			Richard Yoakley	0	0	0	$ -	$ -	$ -	$ -			
			Richard Yoakley	2.9	0	2.9	$ 7.25	$ -	$ -	$ 7.25			
			Richard Yoakley	0	2.6	2.6	$ 6.50	$ -	$ -	$ 6.50			
			Richard Yoakley	1	1	2	$ 5.00	$ -	$ -	$ 5.00			
			Richard Yoakley	7.2	8.7	15.9	$ 39.75	$ -	$ -	$ 39.75			
				49.5	44.2	93.7	$ 234.25	0	0	$ 234.25	$ 15.00	$ 249.25	
3/4/2025			Dogwood Elem	5.9	6.3	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Dogwood Elem	6	6	12	$ 30.00	$ -	$ -	$ 30.00			
			Dogwood Elem	8	8.1	16.1	$ 40.25	$ -	$ -	$ 40.25			
			Dogwood Elem	12.2	0	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Richard Yoakley	0	11.5	11.5	$ 28.75	$ -	$ -	$ 28.75	$ 15.00		
			Richard Yoakley	6.3	8.3	14.6	$ 36.50	$ -	$ -	$ 36.50			
			Richard Yoakley	3	0	3	$ 7.50	$ -	$ -	$ 7.50			
			Richard Yoakley	2.6	0	2.6	$ 6.50	$ -	$ -	$ 6.50			
			Richard Yoakley	0	2.6	2.6	$ 6.50	$ -	$ -	$ 6.50			
			Richard Yoakley	1	1	2	$ 5.00	$ -	$ -	$ 5.00			
			Richard Yoakley	7.2	8.7	15.9	$ 39.75	$ -	$ -	$ 39.75			
				52.2	52.5	104.7	$ 261.75	0	0	$ 261.75	$ 15.00	$ 276.75	
3/5/2025			Dogwood Elem	5.9	6.3	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Dogwood Elem	6	6	12	$ 30.00	$ -	$ -	$ 30.00			
			Dogwood Elem	8	8.1	16.1	$ 40.25	$ -	$ -	$ 40.25			
			Dogwood Elem	12.2	0	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Richard Yoakley	0	11.5	11.5	$ 28.75	$ -	$ -	$ 28.75	$ 15.00		
			Richard Yoakley	6.3	0	6.3	$ 15.75	$ -	$ -	$ 15.75			
			Richard Yoakley	3	1.5	4.5	$ 11.25	$ -	$ -	$ 11.25			
			Richard Yoakley	2.6	0	2.6	$ 6.50	$ -	$ -	$ 6.50			
			Richard Yoakley	0	2.6	2.6	$ 6.50	$ -	$ -	$ 6.50			

Attachment B- Previous Invoices

RPM Transit, Inc.

INVOICE

RPM Transit, Inc.

Date: 1/5/2025
Customer ID: SPED Service

TO:
Knox County School Transportation Department
Attn: Ryan Dillingham
PO Box 2188
Knoxville, TN 37901
865-594-1550

JOB
SPED Shuttle Service for 2024-2025 Program

PAYMENT TERMS
Due on receipt

	Date	Shuttle #40	Shuttle #40B	Shuttle #41	Shuttle #42	Shuttle #202
Week 17	12/2/2025	$321.00	$230.00	$230.00	$269.75	$304.00
	12/3/2025	$321.00	$0.00	$230.00	$269.75	$321.50
	12/4/2025	$319.25	$230.00	$230.00	$269.75	$304.00
	12/5/2025	$319.25	$0.00	$230.00	$259.25	$321.50
	12/6/2025	$305.25	$0.00	$230.00	$250.50	$283.00
Week 18	12/9/2025	$302.25	$0.00	$230.00	$259.25	$316.75
	12/10/2025	$319.25	$0.00	$232.75	$259.25	$321.50
	12/11/2025	$319.25	$230.00	$232.75	$303.00	$321.50
	12/12/2025	$305.25	$0.00	$230.00	$299.50	$273.00
	12/13/2025	$319.25	$0.00	$232.75	$299.50	$322.50
Week 19	12/16/2025	$309.25	$0.00	$230.00	$299.25	$321.50
	12/17/2025	$319.25	$0.00	$230.00	$299.25	$321.50
	12/18/2025	$319.25	$0.00	$230.00	$299.25	$304.00
	12/19/2025	$311.25	$0.00	$230.00	$292.00	$264.50
	12/20/2025	$280.25	$0.00	$230.00	$245.00	$230.00
	Sub Total:	$4,690.25	$690.00	$3,458.25	$4,174.25	$4,530.75

Lonsdale Elementary	12/9/2025	$50.00
	12/10/2025	$50.00
	12/16/2025	$50.00
	12/17/2025	$50.00
	Subtotal	$200.00

TOTAL DUE: **$17,743 50**

Make all checks payable to RPM Transit, Inc.

RPM Transit, Inc.

INVOICE

RPM Transit, Inc.

Date: **2/5/2025**
Customer ID: **SPED Service**

TO:
Knox County School Transportation Department
Attn: Ryan Dillingham
PO Box 2188
Knoxville, TN 37901
865-594-1550

JOB
SPED Shuttle Service for 2024-2025 Program

PAYMENT TERMS
Due on receipt

	Date	Shuttle #40	Shuttle #41	Shuttle #42	Shuttle #202
Week 20	1/6/2025	$245.00	$230.00	$254.25	$230.00
	1/7/2025	$245.00	$230.00	$254.25	$230.00
	1/8/2025	$245.00	$230.00	$254.25	$230.00
	1/9/2025	$245.00	$230.00	$253.25	$230.00
	1/10/2025	**Snow Day**			
	1/13/2025	**Snow Day**			
Week 21	1/14/2025	$272.75	$230.00	$265.00	$230.00
	1/15/2025	$284.50	$230.00	$265.00	$230.00
	1/16/2025	$283.50	$230.00	$265.00	$230.00
	1/17/2025	$283.50	$230.00	$298.00	$230.00
	1/20/2025	**MLK Day**			
Week 22	1/21/2025	$276.00	$230.00	$298.75	$230.00
	1/22/2025	$276.00	$230.00	$292.50	$230.00
	1/23/2025	$277.00	$230.00	$298.00	$230.00
	1/24/2025	$275.50	$230.00	$298.00	$230.00
Week 23	1/27/2025	$282.50	$230.00	$305.25	$230.00
	1/28/2025	$283.50	$230.00	$265.75	$230.00
	1/29/2025	$282.50	$230.00	$267.25	$230.00
	1/30/2025	$282.50	$230.00	$273.75	$230.00
	1/31/2025	$282.50	$230.00	$273.75	$230.00
	Sub Total:	$4,622.25	$3,910.00	$4,682.00	$3,910.00

Lonsdale Elementary	1/6/2025	$50.00
	1/7/2025	$50.00
	1/14/2025	$50.00
	1/21/2025	$50.00
	1/27/2025	$50.00
	1/28/2025	$50.00
	Subtotal	$300.00

TOTAL DUE: **$17,424 2 5**

Make all checks payable to RPM Transit, Inc.

RPM Transit, Inc.

INVOICE

RPM Transit, Inc.

Date: 3/3/2025
Customer ID: SPED Service

TO:
Knox County School Transportation
Department Attn: Ryan Dillingham
PO Box 2188
Knoxville, TN 37901
865-594-1550

JOB
SPED Shuttle Service for 2024-2025 Program

PAYMENT TERMS
Due on receipt

	Date	Shuttle #40	Shuttle #41	Shuttle #42	Shuttle #202
Week 24	2/3/2025	$283.41	$230.65	$306.25	$250.09
	2/4/2025	$283.41	$230.65	$298.97	$230.64
	2/5/2025	$283.41	$230.65	$300.98	$230.62
	2/6/2025	$284.41	$230.65	$306.25	$230.31
	2/7/2025	$275.63	$230.65	$301.23	$230.62
Week 25	2/10/2025	Sick Days			
	2/11/2025				
	2/12/2025	$274.37	$230.65	$346.41	$342.96
	2/13/2025	$275.63	$230.65	$346.41	$342.96
	2/14/2025	$275.63	$230.65	$346.41	$277.95
Week 26	2/17/2025	Student Holiday			
	2/18/2025	$263.58	$230.65	$346.41	$253.10
	2/19/2025	Snow Days			
	2/20/2025				
	2/21/2025	$245.18	$230.65	$316.54	$261.38
Week 27	2/24/2025	$263.58	$230.65	$316.54	$261.63
	2/25/2025	$263.58	$230.65	$305.50	$275.44
	2/26/2025	$264.59	$230.65	$311.77	$261.38
	2/27/2025	$263.58	$230.65	$311.77	$264.14
	2/28/2025	$274.37	$230.65	$308.26	$261.38
	Sub Total:	$4,074.36	$3,459.75	$4,769.70	$3,974.60
Lonsdale Elementary	2/24/2025			$50.00	
	2/25/2025			$50.00	
	Subtotal			$100.00	

TOTAL DUE:	$16,378.41

Make all checks payable to RPM Transit, Inc.

McConkey Transportation

Invoice DECINV24
Date: January 24, 2025
Invoice #: DECINV24
Customer ID: knoxschools

To: Ryan Dillingham
KCS Transportation
P.O. Box 2188
Knoxville, TN. 37901
865-594-1550

Date	Description	Daily Total	Weekly Total
SPECIAL	VISION	$ 1,600.00	$ 1,600.00
12-16-24		$ 160.70	$ 160.70
12-2-24		$ 4,947.77	
12-3-24		$ 5,075.78	
12-4-24		$ 5,041.31	
12-5-24		$ 5,114.50	
12-6-24		$ 5,114.50	$ 25,293.85
12-9-24		$ 5,083.90	
12-10-24		$ 5,081.37	
12-11-24		$ 5,081.37	
12-12-24		$ 5,029.86	
12-13-24		$ 5,039.86	$ 25,316.34
12-16-24		$ 5,057.20	
12-17-24		$ 5,057.20	
12-18-24		$ 5,057.20	
12-19-24		$ 5,057.20	
12-20-24		$ 5,057.20	$ 25,285.98
12-19-24	Driver Training- Cathy Collins	$ 108.00	
12-19-25	Driver Training - Sandra Foster Anderson	$ 108.00	
			$ 77,656.86
		Total Due	**$ 77,872.86**

Make all checks payable to: McConkey Transportation

Thank you for your business!

McConkey Transportation

Invoice: JANINV25
Date: February 28, 2025
Invoice #: JANINV25
Customer ID: knoxschools

To: Ryan Dillingham
KCS Transportation
P.O. Box 2188
Knoxville, TN. 37901
865-594-1550

Date	Description	Daily Total	Weekly Total
CLASS	CLASS	$ 648.00	$ 648.00
SPECIAL	VISION	$ 2,400.00	$ 2,400.00
1-6-25		$ 5,671.98	
1-7-25		$ 5,671.98	
1-8-25		$ 5,583.75	
1-9-25		$ 5,798.46	$ 22,726.15
1-14-25		$ 5,985.12	
1-15-25		$ 5,944.62	
1-16-25		$ 5,944.62	
1-17-25		$ 6,474.00	$ 24,348.34
1-21-25		$ 6,037.74	
1-22-25		$ 6,023.20	
1-23-25		$ 6,187.02	
1-24-25		$ 6,215.07	$ 24,463.03
1-27-25		$ 6,624.09	
1-28-25		$ 6,594.00	
1-29-25		$ 6,624.09	
1-30-25		$ 6,821.97	
1-31-25		$ 6,740.37	$ 33,404.52
		$ 107,990.04	$ 107,990.04
		Total Due	**$ 107,990.04**

Make all checks payable to: McConkey Transportation

Thank you for your business!

McConkey Transportation

Invoice FEBINV25
Date: April 9, 2025
Invoice #: FEBINV25
Customer ID: knoxschools

To: Ryan Dillingham
KCS Transportation
P.O. Box 2188
Knoxville, TN. 37901
865-594-1550

Date	Description	Daily Total	Weekly Total
SPECIAL	VISION	$2,100.00	$2,100.00
2-3-25		$6,952.75	
2-4-25		$6,952.75	
2-5-25		$6,952.75	
2-6-25		$6,827.07	$27,685.32
2-7-25		$6,573.64	
2-12-25		$6,565.40	
2-13-25		$6,579.82	
2-14-25		$6,579.82	$26,298.68
2-18-25		$6,528.31	
2-19-25		$6,555.10	
2-20-25		$6,506.15	
2-21-25		$6,506.15	$26,095.71
2-24-25		$6,506.15	
2-25-25		$6,506.15	
2-26-25		$6,506.15	
2-27-25		$6,506.15	
2-28-25		$6,506.15	$32,530.75
		$114,710.46	$114,710.46
		Total Due	**$114,710.46**
12-Feb	Trans U Mini	**Melody Reynolds**	**$108.00**
12-Feb	Trans U Mini	**Jochlyn Clabo**	**$108.00**
		Invoice Total	**$114,926.46**

Make all checks payable to: McConkey Transportation

Thank you for your business!

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

SPED INVOICE		
DATE OF SERVICE		AMOUNT
2-Dec		$ 775.00
3-Dec		$ 740.53
4-Dec		$ 720.53
5-Dec		$ 683.20
6-Dec		$ 748.33
9-Dec		$ 652.03
10-Dec		$ 757.34
11-Dec		$ 664.59
12-Dec		$ 740.90
13-Dec		$ 768.98
16-Dec		$ 760.43
17-Dec		$ 775.22
18-Dec		$ 653.89
19-Dec		$ 686.32
20-Dec		$ 404.34
Total		$ 10,531.63

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

NON SPED INVOICE

DATE OF SERVICE		AMOUNT
2-Dec		$ 2,285.03
3-Dec		$ 2,467.37
4-Dec		$ 2,447.64
5-Dec		$ 2,394.03
6-Dec		$ 2,455.43
9-Dec		$ 2,529.75
10-Dec		$ 2,445.30
11-Dec		$ 2,471.56
12-Dec		$ 2,133.91
13-Dec		$ 2,486.43
16-Dec		$ 2,179.92
17-Dec		$ 2,335.77
18-Dec		$ 2,277.40
19-Dec		$ 2,374.46
20-Dec		$ 1,322.95
Total		$ 34,606.95

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

NON SPED INVOICE

DATE OF SERVICE		AMOUNT
6-Jan		$ 2,270.30
7-Jan		$ 2,082.85
8-Jan		$ 2,193.78
9-Jan		$ 2,069.04
10-Jan	Closed due to weather	$ -
13-Jan	Closed due to weather	$ -
14-Jan		$ 2,076.84
15-Jan		$ 2,153.11
16-Jan		$ 2,076.01
17-Jan		$ 1,839.05
20-Jan	MLK day	$ -
21-Jan		$ 2,064.55
22-Jan		$ 1,719.06
23-Jan		$ 2,021.79
24-Jan		$ 2,132.08
27-Jan		$ 2,094.59
28-Jan		$ 2,206.08
29-Jan		$ 2,159.91
30-Jan		$ 2,156.34
31-Jan		$ 2,073.82
Training		$ 162.00
Total		$ 35,551.20

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

SPED INVOICE

DATE OF SERVICE		AMOUNT
6-Jan		$ 495.45
7-Jan		$ 718.76
8-Jan		$ 763.67
9-Jan		$ 732.21
10-Jan	Closed due to weather	$ -
13-Jan	Closed due to weather	$ -
14-Jan		$ 727.80
15-Jan		$ 733.11
16-Jan		$ 715.26
17-Jan		$ 757.45
20-Jan	MLK day	$ -
21-Jan		$ 603.70
22-Jan		$ 671.57
23-Jan		$ 747.37
24-Jan		$ 710.96
27-Jan		$ 782.05
28-Jan		$ 740.40
29-Jan		$ 574.78
30-Jan		$ 695.30
31-Jan		$ 715.08
Total		$ 11,884.92

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

SPED INVOICE		
DATE OF SERVICE		AMOUNT
3-Feb		$ 607.82
4-Feb		$ 742.43
5-Feb		$ 711.10
6-Feb		$ 667.45
7-Feb		$ 724.72
10-Feb		$ 324.97
11-Feb		$ 255.58
12-Feb		$ 722.17
13-Feb		$ 787.71
14-Feb		$ 677.86
18-Feb		$ 800.94
21-Feb		$ 373.36
24-Feb		$ 652.24
25-Feb		$ 697.87
26-Feb		$ 707.36
27-Feb		$ 714.41
28-Feb		$ 776.70
Total		$ 10,944.68

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

NON SPED INVOICE

DATE OF SERVICE		AMOUNT
3-Feb		$ 2,122.65
4-Feb		$ 1,897.62
5-Feb		$ 2,030.93
6-Feb		$ 2,077.44
7-Feb		$ 1,915.58
10-Feb	Closed due to sickness	$ -
11-Feb	Closed due to sickness	$ -
12-Feb		$ 2,112.53
13-Feb		$ 2,199.13
14-Feb		$ 2,271.90
18-Feb		$ 1,920.06
21-Feb		$ 2,174.99
24-Feb		$ 2,256.27
25-Feb		$ 2,303.03
26-Feb		$ 2,590.49
27-Feb		$ 2,422.60
28-Feb		$ 2,388.35
Training		$ 54.00
Total		$ 32,737.56

May 5, 2025

School Transportation Services for Knox County
Attn: Rachel Cabrera

Procurement Division
1000 North Central Street
Knoxville, TN 37917

Dear Ms. Cabrera,

Thank you for the opportunity to submit proposal 3655 to the Knox County Procurement Division for the School Transportation Services for Knox County Schools. Attached you will find our full proposal based on the requirements given to me.

I have enjoyed the work that I have provided for you in these last 15 years and I look forward to continuing our relationship in providing safe transportation to the students of Knox County.

I look forward to hearing back from you and your office.

Sincerely,

Richard Miller
Owner
RPM Transit, Inc.
7913 Tressa Circle
Powell, TN 37849
865-607-6429
Tndockbuilders@Yahoo.com

Company Name:	RPM Transit, Inc
Contact Name:	Richard Miller (owner)
Address:	7913 Tressa Circle Powell, TN 37849
Phone:	865-607-6429
Fax:	865-938-7913
Email:	Tndockbuilders@yahoo.com
Vendor:	9241949

Knox County Business License:1000639034BUS

Employer Identification Number:27-3088957

Company History: RPM Transit, Inc. has been performing shuttle services for the Knox County Schools Transportation Services Division for 15 years. The company was originally set up while shuttling for KCS through ALC- American Logistics Company before deciding to bid on my own.

Will you accept E-commerce for payment? Yes

Will you allow Cooperative Procurement? Not without further discussion on costs

I can acknowledge that I am not aware of any addendums at this time.

Available Resources

RPM Transit, Inc. currently has 4 vans available and can add more if needed by KCS. I have 4 drivers including myself. I have been very fortunate to have very little absenteeism with my team as when they are hired it is made clear there is no room for tardiness or not driving. This year and from here on out I will plan on having drivers for all vans available and I will be back up for any driver that due to illness can't drive. My drivers are also told the rules for phones and conduct on the van with the students and are required to dress appropriately in front of the student.

Vans:

Van #	Make	Year	Model	Color	VIN#
40	Chrysler	2012	Town and Country	White	2C4RC1BG1CR306374
41	Dodge	2013	Caravan (SE)	White	2C4RDGCG1DR759278
42	Dodge	2009	Caravan (SE)	White	1D8HN44EX9B519089
202	Honda	2016	Pilot	Black	5FNYF5H73GB009173

The vans are weekly washed, vacuumed and gassed up for the weeks run. Each vehicle is equipped with front and rear heat and air, GPS preset with each students address and seats available for 7 passengers including driver. All drivers have cellular phones with them should they need to contact me, but the van must be stopped and parked before they are to use the phones. All vans have been equipped with video and auto cameras through Knox County Schools.

Driver Roster:

Driver's Full Name:	Address:	License:	Birth Date:	SSN:
Miller, Richard Pat	Redacted	Redacted	Redacted	Redacted
Petrose, Debra C	Redacted	Redacted	Redacted	Redacted
McDonnell, Sarah	Redacted	Redacted	Redacted	Redacted
Smith, Bo	Redacted	Redacted	Redacted	Redacted
Gibson, Brad	Redacted	Redacted	Redacted	Redacted

Richard Miller, Jr.

7913 Tressa Circle Powell, TN 37849 865-607-6429 Tndockbuilders@yahoo.com

Objective

To build a long-term career with opportunities for career growth that will allow me to grow my business that offers a positive atmosphere to learn and implement new skills for the betterment of the organization.

Education

- J.J. Kelly High School, Wise, VA
- 1968 Graduation
- Triangle Pointe –Technical College, Durham, NC

Experience

- 2015 – Present – Owner of RPM Transit, Inc., Knoxville, TN
  Shuttle driver for KCS

- 2010 -2015 –American Logistics, San Clemente, CA
  Shuttle driver for KCS

- 2005 – 2010 – Owner of All Four Seasons, Knoxville, TN
  Built and installed residential and commercial boat docks

- 1999 -1969 -Martin Marietta, Oak Ridge, TN
  Retired from Martin Marietta as an engineering Science Technologist

Awards & Acknowledgements

- 1985 received the 1st Lockheed Martin Distinguished Employee Award

Debra Petrose

2612 Woods-Smith Road, Knoxville, TN 37921 865-607-7707

Objective

To gain employment at which will inspire me to enhance my skills and work as a team player in a positive atmosphere.

Education

- Arlington Sr. High School, Largrande, NY
- 1977 Graduation

Experience

- 2016 – Present – RPM Transit, Inc.

  Shuttle driver for KCS

- 2016 -2017 –Private Care Giver, Knoxville, TN

  Patricia Davis

- 2012-2015- Private Care Giver, Knoxville, TN

  Frances Long

Sarah Ott McDonnell

4407 Cypress Lane

Knoxville TN 37920

sdo.mcdonnell@gmail.com

865-247-9175

Bachelor of Fine Arts | 1984-1988

University of Tennessee, Knoxville

- Relevant Coursework: Art History, Goldsmithing, Illustration, printmaking, analog photography, darkroom, religious art theory
- GPA: 3.4

Experience

Financial Aid Counselor

University of Tennessee 1984-1995

- Processed Federal Student loans
- Initiated repayment process
- counseled options for government budget options

Student Organization/Event Coordinator

- UTK. 2000-2008
- Conducted process for over 500 student organizations
- Organized and approved all events on Knoxville campus
- received international consortium guests

Office Administrator, Acadia Landscape 2018-2022

- general office duties in a multicultural ,multi-language business
- charged with keeping citizenship records, permits, customer service, social media up to date

RPM Transit 2022-present

- transporting students

COMMUNITY ORGANIZER, HELD LAW FIRM 2023-present

- client intake, general schmoozing for a group of introverted attorneys
- organize the Military Mentor program, GrandparentsAs Guardians, and The Literacy Program.

Bo Smith

7229 Ridgeview Rd Knoxville, TN 37721

Objective

To obtain employment with a company that offers a positive atmosphere to learn and implement new skills for the betterment of the organization.

Education

- Gibbs High School 1964

Experience

- 2022 – Present – Current Shuttle Driver for RPM Transit with Knox County Schools
- 2011-2022 Shuttle Driver for Hillard Transportation with Knox County School

Bradley S. Gibson

3506 Leath Lane Knoxville, TN 37931 865-978-4285 Bgibsn1175@gmail.com

Objective

To maintain a position where my work experiences, attendance record, safety and training experiences can be utilized to further and maintain the facilities production, safety and maintenance goals and records.

Education

- 1993 – 1995 Malone College Canton, OH

Experience

- 2024 – Present – Shuttle driver for RPM Transit, Inc., Knoxville, TN
  Shuttle driver for KCS
- 2020 – Present – Owner Operator of Gin-N-Sons Resale
- 2019 – 2020 – Karm Stores Knoxville, TN
- 2015- 2019 – Affordable Kitchens and Tops Lenoir City, TN
- 2008 – 2015 – Capstan TN Inc now NetScape Rockwood, TN

Qualifications & Experience

I, Richard Miller Jr., have lived in Knox County for 50 years. My 3 children all attended Farragut schools.Before owning and driving shuttles, I worked approximately 30 years for Locheed Martin Energy Systems in Oak Ridge, TN.

I have been an owner and driver of my shuttles for Knox County Schools Transportation for 15 years; 5 for ALC and 10 years for myself. I personally have had no accidents or traffic violations for over 70 years. I always pride myself on keeping the shuttles well maintained and exceptionally clean.I also strive tohad a great relationship with the transportation department, students, parents and my drivers.

My drivers are familiar with the Accident Procedure that is located on the back of their badges that they are required by Knox County and RPM Transit, LLC to wear while with the students in the shuttle. They are to call 911, then the Transportation Department and then call me. They are then to not remove the students unless needed. They are never to leave them unattended. I also have attached to their clipboards in the van the Knox County School Bus Incident Report for them to use and to provide to me and Knox County. These are under their route schedule again on the clipboards.

Each week all vans will receive a (5) daily route schedule sheets for the week showing students to be transported for that van. They must log the time they receive the student and drop the student. They are to also note any comments/messages for each student on these sheets. I collect them weekly from all the drivers and go over them. I have attached a blank sheet for your review.

RPM Transit, LLC does have policy on how to interact with the students. For vans with teacher aides, they know that the aid is responsible for the student but will if necessary, step in to control the situation within guidelines, i.e. pull van over, ask student to reframe from current act, etc. All drivers make sure students are buckled in the seats before they drive, all seats stay in upright positions, if the students have cell phones we require them to be turned off, students are not to touch each other and absolutely not move around in the van once moving. We reserve the right to add more policies as they become needed.

Should the student harass or hurt another student, the driver is to use the Knox County School Bus Incident Report, already mentioned above, to report the incident and the document will be provided to me and Knox County.

I have an understanding for all required services in Section IV scope of work 3655 bid solicitation.

Shuttle #40 - Daily Time and Mileage Log

Date:	RPM 1					
Student	Address	Phone Number	Pick up /Drop Off Time	Pick up Time	Drop off Time	
SPRING HILL ELEM.	**4711 MILDRED DRIVE**	**865-594-1365**	**7:30AM**			
			6:32AM			
			7:17AM			
			7:17AM			
RIDGEDALE ALT.	**4600 RIDGEDALE ROAD**	**865-909-9099**	**8:20AM**			
			7:15AM			
			7:45AM			
			7:50AM			
			8:00AM			
			8:13AM			
SPRING HILL ELEM.	**4711 MILDRED DRIVE**	**865-594-1365**	**2:45Pm**			
			2:54PM			
			2:54PM			
			3:39PM			
RIDGEDALE ELEM.	**4600 RIDGEDALE ROAD**	**865-909-9099**	**3:30PM**			
			3:37PM			
			3:49PM			
			3:54PM			
			3:57PM			
			4:04PM			
			4:15PM			

Note:

Press firmly – 5 copies

KNOX COUNTY SCHOOLS

SCHOOL BUS INCIDENT REPORT

(To be completed by BUS DRIVER)

Name of School _____ Date of Incident _____ A.M./P.M.

Student's Name _____

Bus Number _____ Bus Driver _____

VIOLATIONS

LEVEL I:
- ☐ Eating or drinking on the bus
- ☐ Failure to remain seated
- ☐ Improper boarding/departing procedures
- ☐ Refusing to obey driver
- ☐ Loud, rude, or abusive behavior
- ☐ Profane language/obscene gestures
- ☐ Any behavior jeopardizing safety
- ☐ Other _____

LEVEL II:
- ☐ Third violation of Level I behavior
- ☐ Tampering with bus equipment
- ☐ Fighting/pushing/tripping
- ☐ Bringing articles aboard the bus of injurious or objectionable nature
- ☐ Destruction of property *(Principal to determine if parent/guardian is responsible for damages and the appropriate amount.)*
- ☐ Possession and/or use of tobacco products
- ☐ Profane language/obscene gestures
- ☐ Throwing objects in or out of bus
- ☐ Hanging out bus window
- ☐ Other _____

LEVEL III:
- ☐ Third violation of Level II behavior
- ☐ Physical assault/verbal threat directed to bus driver
- ☐ Attempting to set fire to seat, hair, clothing, etc.
- ☐ Possession and/or use of alcohol, drugs, or drug paraphernalia
- ☐ Possession of weapon
- ☐ Use of chemical substance with intent to do bodily harm
- ☐ Unapproved use of emergency exits on bus
- ☐ Other _____

Specific Details (no names other than student) _____

(To be completed by PRINCIPAL)

Student ID # _____ DOB: __/__/__ EEOC Code _____ Grade _____

Is student receiving services under IDEA? ☐ yes ☐ no Is student receiving services under Section 504? ☐ yes ☐ no

Is S-Team or M-Team needed to address manifestation? ☐ yes ☐ no Does IEP/Section 504 have a service plan? ☐ yes ☐ no

Dear Parent/Guardian:

I am sorry to inform you that your child, _____, has been reported to be in violation of the school transportation disciplinary code(s) checked above. This incident may have jeopardized the safety and well-being of other students.

Bus riding is a privilege and can be revoked unless determined to be a related service by an M-Team. Parents are urged to support the disciplinary action taken and to discuss it with their child to prevent further occurrence. If your child is suspended from riding the school bus, it is your responsibility to see that he/she is in school every day of the suspension.

School bus discipline violations may be transferred from school to school or from school year to school year.

Disciplinary Action Taken _____

Number of school days suspended from bus service _____

Authorized Signature _____ Date _____

Student's Signature _____ Date _____

White Copy – Transportation Dept
Canary Copy – School
Green Copy – Parent
Pink Copy – Driver/Contractor
Goldenrod Copy – Transportation Dept. When Initiated

AD-T-203 (9/99)

Proposed Costs

Contractor must provide a pricing schematic based on a flat rate per travelled mile for distance between origination location and destination:

Scenario 1 (Peak Time Period)
Route A: 3528 Laurel View Rd. to Whittle Springs MS (1 student) = 1.8 miles x $2.5 = $4.50
Route B: 1219 Pilleaux Dr. to Powell Elementary School (1 student)
1219 Pilleaux Dr. to Powell MS (1 student) (2 students total) = 6.8 + 1.6 miles x $2.5 = $21.00
Route C: 2544 Byington Solway Rd. to West High School (2 students) = 11.3 miles x$2.5 +$15 = 43.25
Total Cost: $68.75 **plus start up fee of $20) = $88.75**

Scenario 2 (Peak Time Period)
Route A: Pickup 1: 9314 Smoky Row Rd. (1 student) = no mileage
Pickup 2: 1119 Andrew Johnson Highway (1 student) = 2.9 miles x $2.5 =$7.25
Pickup 3: 3308 Mine Rd. (1 student) = 6.0 miles x $2.5 = $15.00
Pickup 4: 6210 Cardwell Rd. (1 student) = 6.6 miles x $2.5 =$16.50
Drop-Off: Gibbs Middle School (4 students) = 3.4 miles x $2.5 = $8.50
Total Cost:$47.25**(plus start up fee of $20) = $67.25**

Scenario 3 (11:30 AM)
Route A: Farragut High School to Goodwill Industries (2 students) = 17.7 miles x $2.5 + $15= $44.25
Total Cost:$59.25**(would be considered an extra route) = $79.25**

Scenario 4 (Peak Time Period)
Route B: 103 Ithaca Ln., Oak Ridge, TN 37830 to Cedar Bluff Elementary School (1 student) = 14.8 x $2.5 = $37.00
Total Cost:$37.00**(plus start up fee of $20) = $57.00**

Alternative pricing schematics :

- For any additional passengers we will add them to the existing route and add their mileage to the regularly scheduled day.
- For any charges for transportation during non peak time periods we usually would just have a flat rate that is provided or negotiated with KCS or the school requesting the extra service.
- RPM Transport, Inc. does have an applicable minimum charge of $20 start up fee per day for AM routes and $20 per day for PM routes to equal $40 per day if I have morning and evening routes.
- See Example:
  Scenario A: Take students to Ridgedale in AM = $20 plus route charges
  Pick up students to Goodwill in PM = $20 plus route charges = $40 minimum charge
  Scenario B: No students in AM route = $ no charge
  Pick up students to Goodwill in PM = $20 plus route charges = $20 minimum charge
- If shuttle arrives to pickup location and student does not ride without prior notification, the route will be charged.
- Reimbursements for damages to vehicle from malicious conduct by student to be covered by Knox County. Driver will provide all documentation to include photos and report.
- Minimum Charge per day = $190.
- Modified compensation will occur in the event multiple passengers board the bus at the same location as past of their initial daily pickup and/or their final daily destination. In these cases first student will be calculated by mileage and $15.00 for each additional passenger.
- Emergency and unscheduled school closures are to be charged the minimum charge per day due to insurance fees.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
PRICING
REQUEST FOR PROPOSAL NUMBER 3655

Regularly Scheduled Flat Rate per Mile (Non-Call-In Service)	$ 2.50 per mile
Flat Rate per Mile (Call-In Service Monday thru Friday 6AM-6PM)	$ 2.50 per mile
Flat Rate per Mile (Call-In Service Monday thru Friday 6PM-10PM and Saturday 6AM-10PM)	$ 2.50 per mile
Charges for Additional Passengers	$ 2.50/mile per passenger
Minimum Charge (if applicable)	$ 190.00 per trip
Additionally, Contractors are asked to provide prices for the sample trips outlined below, inclusive of any applicable additional passenger charges, minimum charges, and/or other charges. Please provide a breakdown of cost by each route as well as a total cost per scenario.	
Scenario 1: Route A: 3528 Laurel View Rd. to Whittle Springs Middle School (1 student) Route B: 1219 Pilleaux Dr. to Powell Elementary School (1 student) 1219 Pilleaux Dr. to Powell Middle School (1 student) (Note: 2 students total) Route C: 2544 Byington Solway Rd. to West High School (2 students)	Route A: $ 4.50 per trip Route B: $ 21.00 per trip Route C: $ 43.25 per trip Total Cost for Scenario 1: $ 88.75
Scenario 2: Route A: Pickup 1: 9314 Smoky Row Rd. (1 student) Pickup 2: 1119 Andrew Johnson Highway (1 student) Pickup 3: 3308 Mine Rd. (1 student) Pickup 4: 6210 Cardwell Rd. (1 student) Drop-Off: Gibbs Middle School (4 students)	Total Cost for Scenario 2: $ 67.25
Scenario 3 (11:30 AM): Route A: Farragut High School to Goodwill Industries, 5412 Pleasant Ridge Rd. (2 students)	Total Cost for Scenario 3: $ 79.25
Scenario 4: Route B: 103 Ithaca Ln., Oak Ridge, TN 37830 to Cedar Bluff Elementary School (1 student)	Total Cost for Scenario 4: $ 57.00

Note: Contractors may submit additional information detailing any alternative pricing schematics that may be utilized by Knox County Schools, but at a minimum, Contractors must submit pricing as requested per Attachment A. Please attach additional pages if necessary. Failure to submit pricing as requested per Attachment A may result in a vendor being deemed non-responsive.

Other Information

RPM Transit, Inc. would like KCS to know that we are available to provide extra needed services for the following but not limited to:

- fieldtrips during school hours
- transportation for teachers and aids
- Students to doctors appointments
- Teachers/Students to school events

RPM Transit Inc. would like you to know that they have an extra shuttle available if a new route develops.

Exceptions

At this time I do not have any exceptions to the Knox County Purchasing Division for proposal 3655.

Attachments

References (Attachment B)

Insurance Checklist (Attachment C)

Criminal History Check Affidavit (Attachment D)

Iran Divestment Act/No Boycott of Israel (Attachment E)

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3655

Vendor Name: RPM Transit, Inc.

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. 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 list Knox County Government or Knox County Schools as a reference.

Name of Firm: American Logistics
Contact Person: Garret Bernal Phone Number: 866-999-3371
Email Address: gbernal@alcsolutions.com Fax Number:
Nature of Contract: School Transportation Services
Services Provided: Shuttle buses
Dollar amount: $ 201,000 / 5yrs. (over life of contract)
Contract start date: 8/1/2010 Contract end date: 7/31/2016

Name of Firm: RPM Transit, Inc.
Contact Person: Richard Miller Phone Number: 865-607-6429
Email Address: Tndockbuilders@yahoo.com Fax Number:
Nature of Contract: School Shuttle Services
Services Provided: Van Shuttles
Dollar amount: $ ~$60,000 per yr (over life of contract)
Contract start date: 8/1/2016 Contract end date: Present

Name of Firm:
Contact Person: Phone Number:
Email Address: Fax Number:
Nature of Contract:
Services Provided:
Dollar amount: $ (over life of contract)
Contract start date: Contract end date:

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 3655

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	$ 1,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 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	$2,000,000	
NO		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-VII or better or its equivalent.

21. ***Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.***

22. 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.

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

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: The Insurance Grp. Authorizing Signature: _____

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

Proposer's Name: RICHARD P. MILLER Authorizing Signature: Richard P. Miller

ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3655

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, Richard P. Miller Jr., President or other Principal

Officer of RPM Transit, Inc., 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.

Richard P. Miller
President or Principal Officer

For: RPM Transit, Inc.
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by Richard Miller,

President or Principal Officer of RPM Transit, Inc.,

On this 7th day of May 2025.

Erin Rose Young
Notary Public

ERIN ROSE YOUNG
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

My Commission expires: My Commission Expires Apr. 10, 2027

ATTACHMENT E
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSALS NUMBER 3655

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: Richard P. Miller
(sign in blue ink)

Title: Owner Date: 5/6/25

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: Richard P. Miller
(sign in blue ink)

Title: Owner Date: 5/6/25

EXHIBIT A
Sample Contract
Knox County Government
and
(Contractor Name)

This Contract, made and entered into by and between the Knox County Government, hereinafter referred to as the "County" and (Contractor Name) hereinafter referred to as "Contractor".

Whereas, the County requested proposals for School Transportation Services for Knox County Government and Knox County Schools (Request for Proposals #3655) and;

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

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposal, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposal specifications and the Contractor's proposal and 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;
Arises

Witnesseth:

1. **Terms of this Contract.** This Contract commences on the 1st day of July 2025 and ends upon the 30th day of June 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a two-year (2) award. Upon the mutual agreement of the vendor and the County, the award may be extended for three (3) 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 with the vendor.

2. **Payment.** Contractor warrants that the pricing shall remain firm for the initial two (2) year period. At the end of the first two (2) year period, and pursuant to the renewal terms in Paragraph 1, the Contractor may request price increases for each subsequent renewal. Price increases will only be given at the renewal time and must remain in effect for the next one (1) year term. No price increases will be given during the term of a Contract. The County shall pay Contractor the amount as agreed upon in the County's Request for Proposal for School Transportation Services per the Contractor's response to Request for Proposal #3655 and negotiations; 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. **Invoicing and reporting requirements.** Contractor shall invoice the County for School Transportation Services pursuant to Request for Proposal #3655.

TBA

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

Should the Contractor fail to provide School Transportation 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 thirty (30) business days of notification of the problem. 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 one hundred twenty (120) days' 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 the County for the School Transportation 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.

6. **Independent contractor.** Contractor acknowledges that Contractor and employees serve as independent contractors and that the 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 School Transportation Services, 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 the County.

10. **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 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 form.

11. **Right to inspect.** The 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 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.

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 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.

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, agents, or employees.

15. **Delivery.** Contractor shall render the School Transportation Services for the County in accordance with Request for Proposal #3655.

16. **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.

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

18. 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 #3655
B. Contractor's Response to Request for Proposal #3655

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 copy on the day and year last 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**

Date:_____

KNOX COUNTY GOVERNMENT

_____ **GLENN JACOBS**
MAYOR – Signature **MAYOR**

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE
CONTRACT NO._____ **KNOX COUNTY, TENNESSEE**
APPROVED AS TO LEGAL FORM

_____ _____
LAW DIRECTOR – Signature **LAW DIRECTOR – Printed Name**

Date:_____

VENDOR

_____ _____
AUTHORIZED SIGNATURE **VENDOR – Printed Name**

CONTRACTOR
COMPANY NAME

Date:_____

Knox County Government
and
SCU Bus Lines LLC

This Contract, made and entered into between the Knox County Government, hereinafter referred to as the "County" and SCU Bus Lines LLC hereinafter referred to as "Contractor."

Whereas, the County requested proposals for School Transportation Services for Knox County Government and Knox County Schools (Request for Proposal #3655) and;

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

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposal, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposal specifications and the Contractor's proposal and 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 on the 31st day of July 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs four and five. Upon mutual agreement of the Contractor and Knox County, the Contract 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. Amendments. No alterations, amendments, changes, modification or additions to this Contract shall be binding on Knox County without prior written approval of the County.

3. Payment. Knox County requires a minimum of thirty (30) days to process payment after receipt of a properly submitted invoice. If an invoice has not been paid within thirty (30) days, vendor shall contact the using department. The County will not agree to any late payment fees, penalties, etc. Any provision requiring late payment fees, penalties, etc., in a response to this solicitation or any other supplemental agreement(s) will not be accepted. The County shall pay Contractor properly submitted as agreed upon in the County's Request for Proposal for School Transportation Services per the Contractor's response to Request for Proposal #3655 and as negotiated; pursuant to all payments being subject to the County's review and approval. See Attachment B for pricing.

Regularly Scheduled Flat Rate per Mile (Non-Call-In Service) $3.00 per mile
Flat Rate per Mile (Call-in Service Monday thru Friday 6am-6pm) $3.00 per mile
Flat Rate per Mile (Call-in Service Monday thru Friday 6pm-10pm and Saturday 6am-10pm) $3.00 per mile
Charges for Additional Passengers $15.00 per passenger
Minimum Charge $60.00

4. 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 expressed permission of County.

In the event Contractor intends to interrupt or discontinue service under this Contract, and due to the timeframe required by the County to solicit and contract for goods and services, Contractor agrees to give Knox County at least one hundred twenty (120) days' 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.

Should the Contractor fail to provide the 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 as soon as possible. Failure to correct the problem(s) in a timely manner or repeated issues occurring with the service(s) to be provided, may lead to the termination of the Contract by the County. For the purposes of this Contract, interruption shall not include interruptions due to normal system maintenance or Force Majeure events.

5. Appropriations. In the event no funds are appropriated by the County for School Transportation 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.

6. **Independent contractor.** Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability resulting from actions of the Contractor or Contractor's employees.

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 School Transportation Services, 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 transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of the County. If Contractor assigns this contract to another party, an Assignment of Contract must be executed between the County and the new party. Knox County will draft this "Assignment of Contract" document. Any assignment without such express written permission may result in the automatic termination of this Agreement.

10. **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 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 form.

11. **Right to inspect.** Pursuant to Section 2.4 and Section 2.20 of the RFP, the 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 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.

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 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. Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Knox County will comply with all legitimate requests.

14. **Insurance.** Contractor shall maintain a current Certificate of Insurance including any corresponding endorsement page(s) with the specified coverage listing Knox County and Knox County Schools as an additional insured. It shall be the Contractor's responsibility to keep a current Certificate of Insurance and endorsement page(s) on file with Knox County Procurement for the life of the Contract. See Attachment A for insurance checklist coverage requirements.

15. **Contractor** shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all third-party suits, claims, actions or physical damages of any nature brought because of, arising out of, or due to any alleged breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any grossly negligent act or occurrence or any intentional omission or commission of Contractor, its subcontractors, suppliers, agents or employees. Knox County has not been given authority under the laws of the State of Tennessee to indemnify a contractor under any circumstances. This includes, but is not limited to, Third Party Claims. The inclusion of any language requiring indemnification by the County in this Contract or any supplemental documents, will not be accepted.

16. **Delivery.** Contractor shall render School Transportation Services for the County in accordance with Request for Proposal #3655.

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 be liable for indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages. No provision of this Agreement shall act or be deemed to be a waiver by Knox County or the County/School System of any immunity or of any provision of the TENNESSEE GOVERNMENTAL TORT LIABILITY ACT. Tenn. Code Ann 29-20- 101 et seq. Any liability to the Vendor or third parties for any claims, damages, losses, or costs arising out of, or related to acts performed by the County/School System under this Agreement will be governed and limited by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. 29-20-101 et seq."

19. Contract documents. This Contract is the leading document and shall take precedence over any documents referenced herein. 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 #3655, for School Transportation Services and Addendum I
B. Contractor's Response to Request for Proposal #3655 for School Transportation Services, 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 copy on the day and year last 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**

Date:_____

KNOX COUNTY GOVERNMENT

_____ **GLENN JACOBS**

MAYOR – Signature **MAYOR**

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT NO. 25-434(f) **KNOX COUNTY, TENNESSEE**

APPROVED AS TO LEGAL FORM

_____ Gary Dupler

LAW DIRECTOR – Signature **LAW DIRECTOR – Printed Name**

Date: 6/23/2025

CONTRACTOR

_____ _____

AUTHORIZED SIGNATURE **VENDOR – Printed Name**

SCU BUS LINES LLC
COMPANY NAME

Date:_____

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **School Transportation Services** as specified herein. Proposals must be received by **2:00 p.m.** on **May 8, 2025**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

Proposal Number 3655
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 Rachel Cabrera, Senior Buyer, at 865.215.5751. Questions may be emailed to Rachel.Cabrera@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 one hundred twenty (120) 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 Proposal.

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 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 will 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 award. Knox County 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 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, Business Outreach Administrator
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.7 **CONFLICT OF INTEREST:** Vendors must have read and comply with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.

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

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. Facsimile and email 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 on-line vendor registration and maintenance, electronic receipt of Purchase Orders, on-line retrieval and submittal of quotes and bids 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 METHOD:** Knox County utilizes two (2) methods of placing order for products and/or services. 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 with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their proposal response if the vendor will accept Knox County's Credit Card (VISA) as a 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, 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:** 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.

1.19 **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 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.

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;
1.20.3 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 Proposal (RFP) 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 **April 24, 2025 at 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 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 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 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 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 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 subcontract 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 RECORDS CHECK:** Any and all successful proposers, Contractor's employees, Contractor's subcontractors and the employees of any subcontractors must submit to a criminal history records check at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are expected to be present. Reference Tennessee Code Annotated Section 49-5-413. Proposers **must** submit with their proposals the Criminal History Affidavit of Compliance.

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 County 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 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.

2.11 **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 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.

2.15 **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.

2.16 **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.

2.17 **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 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) Request for Proposal, (3) Contractor's 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, and 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 and warehoused.

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 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.

2.23 **TERMINATION:** County may terminate this agreement with or without cause at anytime. 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.

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 days' 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.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, solicitation 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 set forth and convey to prospective proposers the general type and character of Point-to-Point School Transportation Services as desired by the Knox County Schools Transportation Department (hereafter referred to as KCSTD). Award will be based on Best Value. Best Value means more than lowest cost, it includes safety, the 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 as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITION OR DELETION OF SERVICES:** Knox County reserves the right to add services as the need arises or to delete services that have become obsolete 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:** The length of this Contract will be two (2) years with the option to renew upon mutual consent of both parties. The term agreement may be extended for three (3) additional one (1) year options, for a possible total of five (5) years. Knox County reserves the right to purchase these products and/or 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 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 **COMMUNICATIONS:** The successful execution of this contract will require extensive communication between all involved parties. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have an email address that is regularly monitored. 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 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 **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 on 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.

3.10 **CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful vendor(s). The Contract may require Knox County Board of Education and/or Knox County Commission approval. The successful vendor(s) may be required to be present at the Board of Education and/or County Commission meeting(s) 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). Knox County will draft the Contract. A sample contract can be found under Exhibit A. The Knox County Procurement Division will not accept any vendor's contract. If Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted they will not be accepted.

3.11 **CONTRACTOR DUTIES:** At the Contractor's own expense, the Contractor shall:

3.11.1 Provide competent supervision;
3.11.2 Provide competent personnel;
3.11.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.

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

- Available Resources 35 Points
- Qualifications & Experience 25 Points
- Proposed Cost 40 Points

3.13 **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.

3.14 **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 offer are subject to rejection in whole or in part. Any exceptions shall be included in Section V, 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.

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

3.17 **INSURANCE:** The successful vendor(s) must carry the insurance as indicated on the Insurance Checklist 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 proposal. Upon the 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 and Knox County Schools 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.

3.18 **INVOICE DETAIL:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.18.1 The invoice must show the amount due to the Contractor by Knox County;
3.18.2 The invoice must show a summary of completed work;
3.18.3 Invoices are to be original and uniquely pre-numbered;
3.18.4 Invoices which do not show this information are subject to rejection.

3.19 **INVOICE REVIEW:** Knox County shall review all invoices 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 termination.

3.20 **INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may be required to use different invoicing information and procedures.
This information and procedures shall be provided to the Contractor(s) prior to Contract execution. There shall be no additional charge for this information and procedures to be included.

Each invoice shall include a summary of service(s) provided and shall list the associated unit price. Supporting documentation shall be included with invoices as applicable. Invoices without this information will be returned to the Contractor for correction.

Invoices shall be sent to the billing address indicated on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that the successful Contractor's invoices specify the correct department. Do not credit payments to another department's account. Invoices must match the corresponding Purchase Order number. Vendors are hereby notified that invoices may take up to thirty (30) business days to process payment. There shall be no component billing. Mail invoices for Knox County Schools to:

Knox County Schools Transportation Department
Post Office Box 2188
Knoxville, TN 37901
invoices@knoxschools.org

3.21 **MINIMUM QUALIFICATION EXPECTATIONS:**

3.21.1 Respondent must address all submittal requirements as defined under Section IV.
3.21.2 Respondent must have the experience and capabilities to carry out the work contemplated and equipment and personnel available for the work.
3.21.3 If the respondent has a permanent office in Knox County, respondent must have a current business license issued by Knox County. This requirement also applies to any of the Respondent's proposed subcontractors or subconsultants with a permanent office in Knox County. A Knox County business license is not required of any Respondent or proposed subcontractor or subconsultant who does not have

a permanent office in Knox County. For more information, contact the Knox County Clerk's office at 865.215.2392.

3.22 **NEGOTIATION:** Knox County may select a successful proposer on the basis of initial offers received without discussions. 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.

3.23 **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.

3.24 **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 Proposal, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.25 **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 one hundred twenty (120) business days after the date fixed for the closing the RFP.

3.26 **PRICING:** The proposer(s) warrants that the unit price stated shall remain firm for a period of twenty-four (24) months from the first day of the Contract period.

If the Contractor's price is increased after the first contract period, 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:

- Continue with the existing prices;
- Request a lower price increase;
- Not accept the renewal offer.

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 proposal file. No approvals will be authorized verbally.

3.27 **PROPOSAL CONTENT:** The proposer's response must contain a thorough description of the background of the proposer and sufficient evidence showing that the proposer is capable of providing the services. The proposer's response must thoroughly expound on the proposer's understanding of how the proposed services will meet Knox County's needs. The proposal must also contain an explanation of the implementation plan and the proposer's ongoing commitment to service.

3.28 **PROPOSAL EVALUATION:** In evaluating the 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.

3.29 **PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. As 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.

3.30 **PROPOSER INTERVIEWS:** Knox County may require proposers to give oral presentations/interviews in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. These presentations/interviews may be conducted virtually through video conferencing or in person. Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase. The County 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.

3.31 **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.

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

3.33 **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.

3.34 **REFERENCES:** Proposers must provide three (3) professional references relating to work of a similar scope completed within the last five (5) years. Include the name of the agency or institution, point of contact with both a telephone number and email address, and the nature and size of the Contract. Proposer must submit Attachment A. Do not list any Knox County Government entity or Knox County Schools.

3.35 **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.

3.36 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work specified in this RFP.
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.

3.37 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **April 24, 2025 at 4:30 p.m. local time**. No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** The purpose of this solicitation is to provide "point-to-point" transportation services for individuals at the direction of Knox County Schools. Knox County Schools is hereinafter referred to as KCS. This Contract is not limited to those transportation services specifically to and from school on a scheduled instructional day and may be used to provide services to any program associated with KCS. Instructional days are determined by the Board of Education and published on the KCS web page (www.knoxschools.org) and are subject to change. It shall be the responsibility of the vendor to verify all instructional days. These transportation services, for the most part, are within the boundaries of Knox County. KCS currently utilizes approximately forty (40) vehicles across three separate Contractors to transport approximately five hundred students each instructional day, typically between 6:30 AM and 5:30 PM. Mileage varies by route but is often between fifty (50) and one hundred fifty (150) miles a day.

4.2 **BACKGROUND:** Knox County Schools (KCS) is a public education agency. It is responsible for the education of children from preschool through high school. There are approximately fifty-nine thousand (59,000) Pre-K through 12th-grade students and approximately seven thousand eight hundred (7,800) employees. For purposes related to this RFP, the district is comprised of ninety-two (92) schools that represent urban, suburban, and rural populations.

4.3 **ACCEPTANCE OF POLICY AND DIRECTIVES:** The Contractor, while performing work under this Contract, expressly agrees to abide by Knox County Schools Board Policies and the Transportation Handbook. The

Contractor also agrees to follow directives and procedures regarding the implementation or execution of this Contract from the Superintendent of Knox County Schools and any of her or his designees.

4.4 **ACCIDENTS:** The Contractor shall immediately inform the Knox County Schools Transportation Department (KCSTD) of the occurrence of any accident involving any vehicle while performing services under this agreement. The Contractor shall follow the Department of Transportation (DOT) post-accident testing procedures for alcohol and controlled substances. The Contractor must comply with all requirements as set forth in the Drug-Free Workplace Policy as defined in the Knox County Schools Handbook: https://www.knoxschools.org/cms/lib7/TN01917079/Centricity/Domain/1034/GAN.pdf.

4.5 **ADDITIONAL TRAINING:** The Contractor will participate, and will ensure their drivers or driver candidates participate, in any training sessions mandated by the KCSTD. Such trainings will be located within the boundaries of Knox County and Contractors will be compensated for the time their drivers spend in training. Contractors will not be entitled to compensation.

4.6 **ASSIGNMENT OF WORK:** All service to be conducted under this agreement will be at the direction of the Knox County School Transportation Department personnel. Failure to abide by this directive may be just cause for immediate termination and a report sent to the District Attorney General.

4.7 **CALL-IN SERVICE:** Some trips may require a "call-in" to the successful Contractor(s). These trips could occur between the hours of 6:00 a.m. and 10:00 p.m. Monday thru Saturday. When call-in service is requested between the hours of 6:00 a.m. and 6:00 p.m. Monday thru Friday, the successful Contractor(s) must arrive within thirty (30) minutes from when the call-in was placed. When call-in service is requested between the hours of 6:00 p.m. and 10:00 p.m. Monday thru Friday, or 6:00 a.m. and 10:00 p.m. on Saturday, the successful Contractor (s) must arrive within sixty (60) minutes from when the call-in was placed.

Repeated late arrivals may result in termination of the Contract. The person who calls in the request must be listed on the approved Contract list provided by the School Transportation Department.

4.8 **CELLULAR COMMUNICATIONS:** The Contractor(s) shall maintain on his or her person and shall equip each vehicle with a cellular telephone and must be in the "on" position and operable at all times, to the extent service is provided by commercial communications provider, while performing services under this Contract. The Contractor shall furnish the cellular numbers to the KCSTD as needed. The Contractor(s) shall be liable for the cost of the cellular services and all accompanying charges to meet this requirement. The Contractor will also ensure that all of their drivers are made aware of and trained on any laws, rules, and regulations regarding the usage of cellular phones while driving a vehicle. This includes but is not limited to hands-free laws.

4.9 **CENTRALIZED DRIVER FILES:** By agreement of the parties, all information necessary to meet driver eligibility requirements shall be housed in the KCSTD facility and will be made available to authorized employees of the Knox County Transportation Department to ensure compliance. The Contractor shall provide to the KCSTD a complete file on each driver, which, at a minimum, shall contain the following:

- Driver's name, address (current), telephone number (current), and driver's license number,
- A negative D.O.T. pre-employment drug screening;
- An annual D.O.T. satisfactory physical examination;
- A photocopy of their driver's license with proper endorsement;
- Any and all other required documentation or information as set forth by the School Board or the KCSTD.

4.10 **CRIMINAL HISTORY BACKGROUND CHECK:** All driver candidates must undergo a criminal history background check conducted at the direction of KCSTD utilizing an entity of KCSTD's choosing. KCSTD personnel will schedule this procedure but Contractors are responsible for payment. All driver candidates must sign paperwork releasing these results to KCS prior to a background check being scheduled. In addition, Attachment B, Criminal History Records Check Affidavit, must be completed and returned with your submittal.

The results for each driver candidate will be forwarded to the KCSTD upon completion. The KCSTD will notify the vendor if any identified prior criminal history would prevent a driver's eligibility.

4.11 **DRIVER AND DESIGNEE INSPECTION:** In compliance with Applicable Law, the Contractor(s) shall insure that their drivers fully inspect each vehicle after dropping the final student from each school they serve or any time the vehicle is vacated by the driver for any purpose to verify that no pupil remains on the vehicle.

4.12 **DRIVER ELIGIBILITY & STANDARDS:** The Knox County Transportation Department will maintain a driver eligibility roster listing all drivers meeting the requirements pursuant to an awarded Contract, Knox County Board of Education Policy, the Knox County Schools Transportation Handbook, and any additional Applicable Law. Only drivers listed on the driver eligibility roster shall perform services pursuant to this Contract. Contractor staffing changes must be reported to KCSTD immediately. The Contractor, in providing services pursuant to this agreement, shall only use drivers included on the Knox County Schools Driver Eligibility Roster.

4.13 **DRIVER SUSPENSION**: When anyone providing services pursuant to this Contract has been involved in an accident; is the subject of civil or criminal violations or charges; has been accused of sexual harassment, sexual assault, child abuse, or child endangerment; has received a traffic citation or a moving violation; or has failed to meet the obligations or performance standards as defined in this Agreement, Board Policy, including but not limited to the Knox County Schools Civility Code, or the Knox County Schools Transportation Handbook, that person may be temporarily suspended from his/her driving position pending an investigation. This suspension will be lifted or continued based on investigative findings by Knox County School Security, KCS or KCSTD administration, and/or the appropriate law enforcement agency and could ultimately result in removal from the eligibility roster.

Once an individual has been removed from the Roster, only the Director of Schools for Knox County Schools may reinstate that person to the Roster. Anyone wishing to be reinstated to the Roster should submit a written petition to the Director of Schools for Knox County Schools. No reinstatement shall be considered before one (1) calendar year has passed.

4.14 **EQUIPMENT REQUIREMENTS:** The Contractor(s) must use vehicles that are compliant with all Federal, State and Local Laws and Regulations in addition to all Knox County Board of Education Policy and Procedures, and the Transportation Handbook.

4.15 **FUEL SURCHARGE:** The purpose of the Fuel Surcharge is to offset increases in gasoline prices experienced by shuttle Contractors while operating for Knox County Schools. As such, the surcharge will increase and decrease with the price of fuel. The formula for calculating the Fuel Surcharge is as follows:

(Current Fuel Price – Base Fuel Price) / 12 Miles Per Gallon = Per Mile Surcharge

1. Current Fuel Price is the cost of Regular Grade fuel in Knoxville as listed on the Tennessee Metro Average Prices available on the American Automobile Association (AAA) website.
2. The Base Fuel Price is $2.75 per gallon.
3. 12 Miles Per Gallon is meant to represent an average fuel economy for the vehicles in the shuttle fleet, not that of any specific vehicle.
4. The Per Mile Surcharge is an amount that will be added to every mile billed by the Contractor. It will be in addition to the mileage rate specified in the Contract and will be rounded to the nearest cent.
5. The Knox County Schools Transportation Department will establish the Current Fuel Price on the first business day of each month. KCSTD will also communicate the Per Mile Surcharge to the Contractor.
6. The Contractor will include the Per Mile Surcharge as a separate item on all of their invoicing for that month.
7. The Fuel Surcharge will not exceed $1.50 per mile without Knox County School Board approval.

4.16 **GLOBAL POSITIONING SYSTEM:** The Knox County Schools Transportation Department may, at its discretion, install or have installed on each vehicle operated under this agreement a Global Positioning System (GPS) compatible with the GPS system utilized by the KCSTD. The Contractor shall ensure this equipment is functional and properly maintained and that the Contractor's employees are trained in the proper use of this equipment. Any malfunction or degradation of the equipment shall be immediately reported to the Knox County Schools Transportation Department so that it may be repaired in a timely manner. Contractors will be responsible for the replacement cost of any lost or maliciously damaged GPS equipment. Although this equipment will be installed on the Contractor's vehicle, it will remain the property of Knox County Schools. Before a vehicle is removed from service by the Contractor, KCSTD must be notified and provided a reasonable time frame to uninstall the equipment or to have it uninstalled.

4.17 **NON-STUDENT PASSENGERS:** The Contractor(s) agrees to limit non-student passengers while performing under this Contract as required in Knox County Schools Board of Education Policy and the Knox County Schools Transportation Department Handbook.

4.18 **RADIO COMMUNICATIONS:** The Knox County Schools Transportation Department may, at its discretion, install or have installed on each vehicle operated under this agreement a radio compatible with the radio system utilized by the KCSTD. The Contractor shall ensure this equipment is functional and properly maintained and that the Contractor's employees are trained in the proper use of this equipment. Any malfunction or degradation of the equipment shall be immediately reported to the Knox County Schools Transportation Department so that it may

be repaired in a timely manner. Contractors will be responsible for the replacement cost of any lost or maliciously damaged radio equipment. Although this equipment will be installed on the Contractor's vehicle, it will remain the property of Knox County Schools. Before a vehicle is removed from service by the Contractor, KCSTD must be notified and provided a reasonable time frame to uninstall the equipment or to have it uninstalled.

4.19 **RANDOM DRUG AND ALCOHOL TESTING:** All persons driving under this Contract and all persons performing Safety-Sensitive Functions (see Section 4.23) in relation to this Contract shall be included in a random drug and alcohol testing pool managed by the KCSTD. Although those persons are not employees of Knox County Schools, all testing shall be conducted in accordance with Knox County Board of Education Policy G-210. All persons providing services under this Contract are required to comply with the stipulations of that policy.

4.20 **REPORTING OF SERVICES:** The Contractor(s) shall submit a daily summary of provided services to the KCSTD through email. The summary shall be submitted on a Microsoft Excel formatted template provided by the KCSTD. A monthly invoice shall be submitted for services rendered in a format determined by the KCSTD.

4.21 **REQUIRED REPORTING:** The Contractor(s) shall inform the KCSTD of any and all civil or criminal violations or charges; accusations of sexual harassment, sexual assault, child abuse, or child endangerment; and traffic citations or moving violations for all drivers on the eligibility roster within 24 hours of their occurrence.

4.22 **ROUTING AND SCHEDULING:** KCSTD will determine the method and manner of the transportation services delivered under this Contract. This includes all routing determinations, locations at which students are served, the time at which students are picked up and dropped off, the order in which students are picked up and dropped off, the path traveled between pick up points, the configuration of the vehicle (consistent with the specifications laid out in this Contract), or any other parameters KCSTD deems necessary to the successful transport of students. At KCSTD's discretion, it may provide routes for the Contractor to run, work with the Contractor to establish routes, delegate to the Contractor the construction of routes, or any combination thereof.

4.23 **SAFETY-SENSITIVE FUNCTION:** Safety-sensitive functions include, but are not limited to:

- All time at a Contractor's terminal, facility, garage, parking location, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- All time inspecting equipment as required by all applicable Laws, Rules, and Regulations, requirements include herein this Contract, inspecting, servicing, or conditioning any motor vehicle at any time;
- All time spent at the driving controls of a motor vehicle in operation;
- All time spent providing services and performing pursuant to this Contract;
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

The Contractor(s) and all of their employees or subcontractors performing safety-sensitive functions shall be included on the Driver Eligibility Roster. All individuals meeting criteria as a participant in a safety-sensitive function shall be included and participate in the alcohol and substance abuse program (see Section 4.19).

4.24 **STUDENT INTERACTION:** The vendor(s) must have effective policies in place regarding appropriate interaction between Contractor's employees and students and to train all employees regarding appropriate interaction with students. Contractor further agrees to provide to the Knox County Board of Education with copies of policies developed and documentation that these policies have been communicated to all employees upon request.

4.25 **STUDENT-ON-STUDENT HARASSMENT OR DISCRIMINATION:** Contractor agrees to inform the administration of the school(s) served and the KCSTD of any instances of student-on-student harassment or discrimination that occurs on the vehicle. If Contractor(s) fails to inform the administration of the school(s) served and the transportation office of any instances of student-on-student harassment or discrimination the vendor knew about, or should have known about, Contractor agrees to indemnify and defend the board and its agents and employees from any costs, losses, damages or judgments rendered against the board for such student-on-student harassment or discrimination. The Contractor(s) will be deemed to have known about student-on-student discrimination or harassment if vendor or vendor's employee observed such student-on-student discrimination or harassment.

4.26 **VIDEO CAMERA SYSTEMS:** The Knox County Schools Transportation Department may, at its discretion, install or have installed on each vehicle operated under this agreement a video camera system compatible with the camera system utilized by the KCSTD. Knox County Schools will have sole access to this system and any and all video captured by it by will be the property of Knox County Schools. Neither the Contractor nor their drivers shall at any time attempt to access this camera system or the video it captures. The Contractor shall ensure this equipment is functional and properly maintained.

Any damage to or degradation of the equipment shall be immediately reported to the Knox County Schools Transportation Department so that it may be repaired in a timely manner. Contractors will be responsible for the replacement cost of any lost or maliciously damaged camera equipment. Although this equipment will be installed on the Contractor's vehicle, it will remain the property of Knox County Schools. Before a vehicle is removed from service by the Contractor, KCSTD must be notified and provided a reasonable time frame to uninstall the equipment or to have it uninstalled.

SECTION V PROPOSAL FORMAT

The following guidelines should be followed when responding to the Request for Proposal. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposals. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. The County reserves the right to amend the Request for Proposal by addendum prior to the final date of proposal submission. **PROPOSERS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.**

- Knox County requests proposals be in sufficient detail to address all requirements.
- The County requests responses be submitted in a three-ring binder containing sections separated by tabs. **Do not submit spiral bound or glued responses.**
- Please submit one (1) marked original and one (1) exact copy.
- Proposers shall also submit an exact copy of the original proposal on a Flash drive. **This shall be in one (1) complete pdf file. Do not include multiple folders on the Flash drive.**
- Page numbers should be placed on bottom center of pages.

TAB I **COVER LETTER**

Include cover letter authorizing the submission of the proposal signed by the principal of the company.

TAB II **COMPANY PROFILE**

Company Name, Address, Telephone Numbers and Email Addresses
Contact name(s) and information
Proposer's Vendor Number as assigned by Knox County
Knox County Business License (if applicable)
Employer Identification Number (EIN)
Brief History of Organization
Will you accept E-commerce for payment? Will you allow Cooperative Procurement?
Acknowledgement of the receipt of any Addendum issued

TAB III **AVAILABLE RESOURCES (35 POINTS)**

Proposers are to state the number of vehicles available for this service. Include a complete description of each of the vehicles associated with the delivery of services. Describe the Cellular Communications capabilities of each vehicle.

Proposers are to state the number of eligible drivers and submit a personnel roster and resumes of all key personnel who will be involved in the delivery of services under this Contract. Contractor must list each individual's full name, address and driver's license number. If awarded a contract, Contractor may be required to submit each individual's Social Security Number (SSN) to be used for background checks.

Describe how the organization handles staff absenteeism. Describe the organization's dress code policy.

TAB IV **QUALIFICATIONS & EXPERIENCE (25 POINTS)**

In narrative form, describe your organization's qualifications and experience in a manner that effectively demonstrates comprehensive understanding and willingness to comply with all of the requirements detailed in Section IV (Scope of Work) of this RFP. At a minimum, include:

- The number of years that your organization has been in business
- A description of your organization's post-accident testing procedures
- An overview of how your organization collects and maintains information for Driver Files
- A sample daily summary report
- A description of your organization's Student Interaction policies
- A description of your organization's Student-On-Student Harassment or Discrimination reporting procedure

TAB V **PROPOSED COSTS (40 POINTS)**

Contractor is to provide a pricing schematic based on a flat rate per travelled mile for distance between origination location and destination. Contractor must clearly state any charges for additional passengers. Contractor must clearly state any applicable minimum charges or any other charges for their proposed service. Use the template provided as Attachment A (Pricing).

Contractors may submit additional information detailing any alternative pricing schematics that may be utilized by Knox County Schools, but at a minimum, Contractors must submit pricing as requested per Attachment A.

NOTE: This tab will be reviewed after the other sections of the vendor's proposal have been reviewed and scored. Failure to submit pricing as requested per Attachment A may result in a vendor being deemed non-responsive.

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 Proposal. 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 B)
- Insurance Checklist (Attachment C)
- Criminal History Check Affidavit (Attachment D)
- Iran Divestment Act/ No Boycott of Israel (Attachment E)

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
PRICING
REQUEST FOR PROPOSAL NUMBER 3655

Regularly Scheduled Flat Rate per Mile (Non-Call-In Service)	$_____ per mile
Flat Rate per Mile (Call-In Service Monday thru Friday 6AM-6PM)	$_____ per mile
Flat Rate per Mile (Call-In Service Monday thru Friday 6PM-10PM and Saturday 6AM-10PM)	$_____ per mile
Charges for Additional Passengers	$_____ per passenger
Minimum Charge (if applicable)	$_____ per trip
Additionally, Contractors are asked to provide prices for the sample trips outlined below, inclusive of any applicable additional passenger charges, minimum charges, and/or other charges. Please provide a breakdown of cost by each route as well as a total cost per scenario.	
<u>Scenario 1:</u> Route A: 3528 Laurel View Rd. to Whittle Springs Middle School (1 student) Route B: 1219 Pilleaux Dr. to Powell Elementary School (1 student) 1219 Pilleaux Dr. to Powell Middle School (1 student) (Note: 2 students total) Route C: 2544 Byington Solway Rd. to West High School (2 students)	Route A: $_____ per trip Route B: $_____ per trip Route C: $_____ per trip Total Cost for Scenario 1: $ _____
<u>Scenario 2:</u> Route A: Pickup 1: 9314 Smoky Row Rd. (1 student) Pickup 2: 1119 Andrew Johnson Highway (1 student) Pickup 3: 3308 Mine Rd. (1 student) Pickup 4: 6210 Cardwell Rd. (1 student) Drop-Off: Gibbs Middle School (4 students)	Total Cost for Scenario 2: $ _____
<u>Scenario 3 (11:30 AM):</u> Route A: Farragut High School to Goodwill Industries, 5412 Pleasant Ridge Rd. (2 students)	Total Cost for Scenario 3: $ _____
<u>Scenario 4:</u> Route B: 103 Ithaca Ln., Oak Ridge, TN 37830 to Cedar Bluff Elementary School (1 student)	Total Cost for Scenario 4: $ _____

Note: Contractors may submit additional information detailing any alternative pricing schematics that may be utilized by Knox County Schools, but at a minimum, <u>Contractors must submit pricing as requested per Attachment A</u>. Please attach additional pages if necessary. Failure to submit pricing as requested per Attachment A may result in a vendor being deemed non-responsive.

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3655

Vendor Name: _____

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. 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 list Knox County Government or Knox County Schools as a reference.

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

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: _____ Fax Number: _____

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: _____ Fax Number: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 3655

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	$ 1,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 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	$2,000,000	
NO		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-VII or better or its equivalent.

21. *Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.*

22. 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.

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

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 D
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3655

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: _____

ATTACHMENT E
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSALS NUMBER 3655

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: _____

EXHIBIT A
Sample Contract
Knox County Government
and
(Contractor Name)

This Contract, made and entered into by and between the Knox County Government, hereinafter referred to as the "County" and (Contractor Name) hereinafter referred to as "Contractor".

Whereas, the County requested proposals for School Transportation Services for Knox County Government and Knox County Schools (Request for Proposals #3655) and;

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

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposal, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposal specifications and the Contractor's proposal and 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;
Arises

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of July 2025 and ends upon the 30th day of June 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a two-year (2) award. Upon the mutual agreement of the vendor and the County, the award may be extended for three (3) 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 with the vendor.

2. Payment. Contractor warrants that the pricing shall remain firm for the initial two (2) year period. At the end of the first two (2) year period, and pursuant to the renewal terms in Paragraph 1, the Contractor may request price increases for each subsequent renewal. Price increases will only be given at the renewal time and must remain in effect for the next one (1) year term. No price increases will be given during the term of a Contract. The County shall pay Contractor the amount as agreed upon in the County's Request for Proposal for School Transportation Services per the Contractor's response to Request for Proposal #3655 and negotiations; 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. Invoicing and reporting requirements. Contractor shall invoice the County for School Transportation Services pursuant to Request for Proposal #3655.

TBA

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

Should the Contractor fail to provide School Transportation 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 thirty (30) business days of notification of the problem. 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 one hundred twenty (120) days' 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.

SAMPLE

5. Appropriations. In the event no funds are appropriated by the County for the School Transportation 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.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that the 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 School Transportation Services, 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 the County.

10. 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 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 form.

11. Right to inspect. The 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 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.

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 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.

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, agents, or employees.

15. Delivery. Contractor shall render the School Transportation Services for the County in accordance with Request for Proposal #3655.

16. 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.

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

SAMPLE

18. 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 #3655
B. Contractor's Response to Request for Proposal #3655

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 copy on the day and year last 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**

Date:_____

KNOX COUNTY GOVERNMENT

_____ **GLENN JACOBS**
MAYOR – Signature **MAYOR**

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE
CONTRACT NO._____ **KNOX COUNTY, TENNESSEE**
APPROVED AS TO LEGAL FORM

_____ _____
LAW DIRECTOR – Signature **LAW DIRECTOR – Printed Name**

Date:_____

VENDOR

_____ _____
AUTHORIZED SIGNATURE **VENDOR – Printed Name**

CONTRACTOR
COMPANY NAME

Date:_____

SAMPLE

Knox County Procurement Division
Addendum I to RFP No. 3655
School Transportation Services

Addendum Date: **April 30, 2025**

Buyer: **Rachel Cabrera**

Closing Date: **May 8, 2025**

Pages: **Twenty-Two (22)**

The following is for clarification:

Question 1: Are the services requested primarily on an “on call” basis?

Answer 1: The bulk of services will be scheduled but call-in services will make up a significant minority of the total.

Question 2: Is this service for regular home to school fixed routes?

Answer 2: Yes.

Question 3: If fixed route service, please provide copies of current routes.

Answer 3: Routes will change between now and the initiation of service, the examples in the RFP give an idea of the types of service we’re looking for.

Question 4: Does the District prefer vehicles that are FMVSS compliant for home to school transportation services?

Answer 4: Yes.

Question 5: Please provide a copy of the Transportation Handbook referenced in 4.14

Answer 5: School Bus Handbook (The School Bus Handbook can be found on the left side of the Knox County Schools Transportation Department Page https://www.knoxschools.org/Page/17300.)

Question 6: Can the District provide a copy of the current fleet listing including year, make, model, seating capacity/configuration and number of lift required vehicles being used for this service?

Answer 6: No lift vehicles are currently being used for this service, but the district is interested in exploring that possibility. All vehicles must meet Knox County Schools Shuttle Specifications.

Question 7: Is there a minimum/maximum age criteria for vehicles?

Answer 7: No.

Question 8: Are current vehicles equipped with GPS by the District?

Answer 8: Yes.

Question 9: Are current vehicles equipped with radios by District?

Answer 9: Yes.

Question 10: Are current vehicles equipped with cameras by District?

Answer 10: Yes.

Question 11: Would the District prefer proposals to include GPS, radios and cameras?

Answer 11: No, all vehicles will be required to use district provided GPS, radios, and cameras.

Question 12: Please provide school bell times.

Answer 12: Elementary and some specialty programs: 7:45-2:45, Middle and High Schools and other special programs: 8:30-3:30, Specialty High Schools: 9:30-4:30

Question 13: Will the District accept proposals based on hours per day, and guaranteed number of days and vehicles?

Answer 13: The district is only interested in proposals utilizing a per mile cost.

Question 14: Please provide any wage/benefit information the district may have for current drivers.

Answer 14: All drivers are employees of private contractors; the district has no information about their wage and/or benefit packages.

Question 15: Do current contractors utilize a central facility for dispatch, vehicle parking and maintenance?

Answer 15: All those functions are contractor-specific and not governed or facilitated by the district.

Question 16: How many of the on-demand call-in trips has the district seen on average per month over the past year?

Answer 16: Approximately 20-30 per month, with more clustered at the start of the school year.

Question 17: What is the average mileage per trip?

Answer 17: It varies enough that an average per trip is not a descriptive number. Some trips are 3 miles long, others are 50 miles, depending on the needs of the district.

Question 18: Are we permitted to submit our standard driver qualifications along with a sample list of local drivers, with the understanding that the final list may be subject to change based on district demand?

Answer 18: Yes, but all drivers will be required to meet the requirements of the Knox County Schools Eligibility Roster. It is conceivable that drivers who meet your standard driver qualifications will also meet many of those necessary to be included on the Eligibility Roster, but the district will evaluate that on a case-by-case, driver-by-driver basis.

Question 19: What is the current per-mile rate being offered?

Answer 19: $2.15 per mile, $2.25 per mile, $2.50 per mile

Question 20: Which transportation provider(s) are they currently utilizing?

Answer 20: City Shuttle, RPM Transit, Inc., McConkey Transportation Inc.

Question 21: Do the current vendors have any type of minimum cost or initial cost associated with the rides or do they only charge the mileage rate per ride?

Answer 21: Each vendor has a minimum cost per rider, and RPM Transit charges an initial cost upon beginning a route.

Question 22: Would the District be open to considering bids from supplemental transportation solutions utilizing sedans and SUVs?

Answer 22: Yes.

Question 23: Can the District please allow for digital submission (e.g. by email or portal upload, or similar)?

Answer 23: No

Question 24: Can the District please allow the use of verified e-signatures for this submission?

Answer 24: Yes

Question 25: Can the district please confirm if this solicitation is open to small vehicle alternative transportation providers that utilize Sedans, SUVs and minivans to transport students?

Answer 25: Please see answer 22.

Question 26: Can the district please confirm how often the call-in services mentioned on p.11 have been utilized throughout the current school year?

Answer 26: Please see answer 16.

Question 27: Can the district please confirm what type of vehicles are currently being utilized to provide this type of transportation?

Answer 27: Primarily SUV's and minivans.

Question 28: Can the district please confirm their current provider and rates?

Answer 28: See Answer 19 and Answer 20.

Question 29: Can the district please provide their current vendor's cancellation fee and policy?

Answer 29: Our current vendors do not have cancellation fees or policies.

Question 30: Will the district allow for contract negotiations post RFP?

Answer 30: There are some provisions that are nonnegotiable. See Section 3.14 and 3.22.

Question 31: Can the district please clarify if they intend to award one or multiple providers as part of this RFP?

Answer 31: See Section 1.5.

Question 32: Is this RFP intended to supplement or replace existing contracts with current vendors?

Answer 32: This RFP is to replace existing contracts.

Question 33: Can the district please confirm if they intend 1 or multiple vendors? If multiple, can you please confirm how many?

Answer 33: See Section 1.5.

Question 34: Could the district share the historical Liquidated Damages that they've assessed to their current provider(s)?

Answer 34: It has not been necessary to assess Liquidated Damages during our current contract.

Question 35: Can the district please confirm if vendors are required to supply safety equipment such as vests or harnesses? If yes, how many students currently require this type of equipment?

Answer 35: The district will supply all necessary specialized student transportation equipment.

Question 36: Can the district please confirm what software they are using to manage their bus routing?

Answer 36: Edulog.

Question 37: Can the district please clarify if the intent of 4.16 Global Positioning System (p.12) is to integrate the awarded vendor's software and GPS system with their current GPS system for yellow buses? If awarded, we would provide the district with our tracking and scheduling software that includes GPS and allows district staff and caregivers/parents to track rides in real time.

Answer 37: Use of district-provided GPS, camera, and radio systems will be a requirement for working for the district. Any vendor unwilling to do so will be deemed non-responsive to the RFP.

Question 38: Would the district be open to a complete list of the drivers and vehicles following award and prior to start of service at a mutually agreed upon time?

Answer 38: The district is open to any drivers that meet the qualifications and stipulations for inclusion on the Knox County Schools Eligibility Roster and any vehicles that meet the Knox County Schools Shuttle Specifications.

Question 39: Currently, there is only 1 class per month AND a minimum of 3 people required before a class can be scheduled for potential new drivers. Is there a different process that has been developed that we can expect for the new contract period that will produce a more manageable timeline to help us provide service for the high demand and fluctuation of this contract?

Answer 39: The district will work with vendors to the greatest extent possible to expedite onboarding of new drivers.

Question 40: RFP states that all safety employees are to be listed on our roster for random drug screenings. What would the process be from your perspective if a mechanic or tech failed? Is there a moratorium on their return and what has to be completed for that person to return to service?

Answer 40: Violations of drug and alcohol testing policy will be handled on a case-by-case basis.

Question 41: Can you tell us for sure that the Board is requiring the 2mil umbrella going forward (or more) so we know how to adjust our pricing?

Answer 41: The district does not anticipate the insurance requirements changing but cannot categorically or unilaterally guarantee that for the life of the contract. The pricing should reflect the insurance requirements. If amendments to a contract are desired, both parties would need to agree to those amendments.

Question 42: Please clarify if you would like 1 original printed proposal, 1 exact printed copy of the proposal, and 1 exact copy on USB, or is 1 original print and 1 exact copy via USB sufficient?

Answer 42: Please submit one (1) original hard copy, one (1) exact copy and a USB with one PDF file on the proposal.

Question 43: Per Pg. 10, section 4.1 regarding daily vehicle mileage between 50-150 miles per vehicle, can the district please provide the average mileage per one way route?

Answer 43: See answer 17.

Question 44: Who is the current Vendor(s)?

Answer 44: See answer 20.

Question 45: What is the current vendor(s) rates?

Answer 45: See answer 19.

Question 46: Are there any service-related items that the district is trying to address/improve with this RFP?

Answer 46: Not specifically, no.

Question 47: Is it required for bidders to provide call-in service?

Answer 47: Any vendor unwilling to provide call-in service should specify that in their response in Section V behind Tab VII.

Question 48: How will participation in the call-in service be valued/weighted in regard to proposal evaluations?

Answer 48: The district is interested in working with vendors who can offer unexpected or emergency service with little notice. While not offering this type of service is not disqualifying, it will be a part of a vendor's evaluation.

Question 49: Section 4.19 - Random Drug and Alcohol Testing- Who is responsible for the costs associated with enrollment in the testing program managed by the KCSTD?

Answer 49: There is no cost for enrollment into the KCSTD testing program, it is a requirement for working with the district.

Question 50: Section 4.19 - Random Drug and Alcohol Testing- Who is responsible for the costs associated with the tests performed by the testing program managed by the KCSTD?

Answer 50: Vendors are responsible for pre-employment testing, KCSTD will pay for random and post-accident testing.

Question 51: What's the minimum number of routes you will award? Will it be 40 routes to one vendor?

Answer 51: See Section 3.33.

Question 52: Does the district provide a facility?

Answer 52: No.

Question 53: Who performs routing duties currently?

Answer 53: KCSTD.

Question 54: What software is used for routing?

Answer 54: Edulog.

Question 55: Will you use your GPS or the vendors? If it's the district uses their GPS, what system do you use?

Answer 55: District GPS units will be used, made by Zonar.

Question 56: Will the district use its cameras or the vendors? If the district uses theirs, what camera system do you use?

Answer 56: District cameras will be used, made by REI.

Question 57: Will the district use its radios or the vendors?

Answer 57: District radios will be used, made by Motorola.

Question 58: If the district provides the three options above, will you let us propose our technology?

Answer 58: No.

Question 59: What is the estimated volume of extracurricular trips (Athletic and Field trips) for the school year? Include: number of trips, hours and miles billed, total cost for the year

Answer 59: Extracurricular trips are booked directly with schools/groups and not through KCSTD – those trips are not a part of this RFP.

Question 60: What are the estimated summer School transportation needs? Include: number of routes and number of days operated

Answer 60: This solicitation will not go into effect until summer programming for 2025 will already have ended. Summer programming for 2026 is yet to be determined.

Question 61: Are you currently experiencing a driver shortage?

Answer 61: Yes.

Question 62: How many monitors are required?

Answer 62: Monitors are district-provided and the number fluctuates.

Question 63: Will you provide the starting rate and wage range, and salary range for drivers, monitors, and mechanics?

Answer 63: All transportation provided to Knox County Schools is contracted. Wages and salaries vary by contractor and are not the purview of the district.

Question 64: Please provide a complete list of all routes with start and end times and/or driver hours for the day and mileage. The list should include: Route type (Regular or Special Needs), Midday Shuttles (how many and times), vehicle size, aide or monitor required, special equipment needed (Wheelchair lift, Air Conditioning, Star-Seat)

Answer 64: Routes have not yet been determined for the coming year.

Question 65: How many school days?

Answer 65: 177

Question 66: Can we propose a daily route cost instead of a per-mile cost?

Answer 66: See answer 13.

Question 67: When will you award?

Answer 67: As expeditiously as possible.

Question 68: When will the contract start?

Answer 68: The County cannot guarantee an exact start date.

Question 69: Page 23, Contract, No. 1 states that the initial term will be from July 1, 2025 to June 30, 2026. However, that same provision states that County intends to issue a 2-year contract and Page 6, Section 3.5 also states the contract will be for two years. Can the district please clarify?

Answer 69: Page 23 is a Sample Contract. Per Section 3.5 the Contract will be two (2) years with the option to renew upon mutual consent of both parties for three (3) additional one (1) year options. The Contract could be extended for a possible total of five (5) years.

The following questions were answered using the additional information attached:

Question 70: Can the district please provide historical and/or estimated information on the following:

- Average number of riders per vehicle per one-way trip
- Number of one-way trips per month
- Average mileage per one-way trip
- Total trip mileage per month

Answer 70: Please see Additional Information-Attachment A Sample Invoice and Attachment B Previous Invoices.

Question 71: Per Pg. 13, section 4.20, please elaborate and provide an example of what a daily summary of provided services report would entail.

Answer 71: Please see Additional Information- Attachment A Sample Invoice.

Question 72: Please provide a 3-month of actual billing invoices demonstrating how the contract rates are applied.

Answer 72: Please see Additional Information- Attachment B Previous Invoices.
End of Addendum I

Note: Addendum must be acknowledged in Section V Tab II of the proposal.

Rachel Cabrera
Senior Buyer, Knox County Procurement

Attachment A

Sample Invoice(This is an example of an invoice submitted from one vendor based on the operation of one vehicle for three days.)

Date	Student	Address	School	AM Miles	PM Miles	Total Miles per Day	Per $2.50	Fuel Index	Index x Mileage	* Daily Total	RY/ Ridgedale Alt	Totals	Wkly Totals
3/3/2025			Dogwood Elem	5.9	6.3	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Dogwood Elem	6	6	12	$ 30.00	$ -	$ -	$ 30.00			
			Dogwood Elem	8	8.1	16.1	$ 40.25	$ -	$ -	$ 40.25			
			Dogwood Elem	12.2	0	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Richard Yoakley	0	11.5	11.5	$ 28.75	$ -	$ -	$ 28.75	$ 15.00		
			Richard Yoakley	6.3	0	6.3	$ 15.75	$ -	$ -	$ 15.75			
			Richard Yoakley	0	0	0	$ -	$ -	$ -	$ -			
			Richard Yoakley	2.9	0	2.9	$ 7.25	$ -	$ -	$ 7.25			
			Richard Yoakley	0	2.6	2.6	$ 6.50	$ -	$ -	$ 6.50			
			Richard Yoakley	1	1	2	$ 5.00	$ -	$ -	$ 5.00			
			Richard Yoakley	7.2	8.7	15.9	$ 39.75	$ -	$ -	$ 39.75			
				49.5	44.2	93.7	$ 234.25	0	0	$ 234.25	$ 15.00	$ 249.25	
3/4/2025			Dogwood Elem	5.9	6.3	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Dogwood Elem	6	6	12	$ 30.00	$ -	$ -	$ 30.00			
			Dogwood Elem	8	8.1	16.1	$ 40.25	$ -	$ -	$ 40.25			
			Dogwood Elem	12.2	0	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Richard Yoakley	0	11.5	11.5	$ 28.75	$ -	$ -	$ 28.75	$ 15.00		
			Richard Yoakley	6.3	8.3	14.6	$ 36.50	$ -	$ -	$ 36.50			
			Richard Yoakley	3	0	3	$ 7.50	$ -	$ -	$ 7.50			
			Richard Yoakley	2.6	0	2.6	$ 6.50	$ -	$ -	$ 6.50			
			Richard Yoakley	0	2.6	2.6	$ 6.50	$ -	$ -	$ 6.50			
			Richard Yoakley	1	1	2	$ 5.00	$ -	$ -	$ 5.00			
			Richard Yoakley	7.2	8.7	15.9	$ 39.75	$ -	$ -	$ 39.75			
				52.2	52.5	104.7	$ 261.75	0	0	$ 261.75	$ 15.00	$ 276.75	
3/5/2025			Dogwood Elem	5.9	6.3	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Dogwood Elem	6	6	12	$ 30.00	$ -	$ -	$ 30.00			
			Dogwood Elem	8	8.1	16.1	$ 40.25	$ -	$ -	$ 40.25			
			Dogwood Elem	12.2	0	12.2	$ 30.50	$ -	$ -	$ 30.50			
			Richard Yoakley	0	11.5	11.5	$ 28.75	$ -	$ -	$ 28.75	$ 15.00		
			Richard Yoakley	6.3	0	6.3	$ 15.75	$ -	$ -	$ 15.75			
			Richard Yoakley	3	1.5	4.5	$ 11.25	$ -	$ -	$ 11.25			
			Richard Yoakley	2.6	0	2.6	$ 6.50	$ -	$ -	$ 6.50			
			Richard Yoakley	0	2.6	2.6	$ 6.50	$ -	$ -	$ 6.50			

Attachment B- Previous Invoices

RPM Transit, Inc.

INVOICE

RPM Transit, Inc.

Date: 1/5/2025
Customer ID: SPED Service

TO:
Knox County School Transportation Department
Attn: Ryan Dillingham
PO Box 2188
Knoxville, TN 37901
865-594-1550

JOB
SPED Shuttle Service for 2024-2025 Program

PAYMENT TERMS
Due on receipt

	Date	Shuttle #40	Shuttle #40B	Shuttle #41	Shuttle #42	Shuttle #202
Week 17	12/2/2025	$321.00	$230.00	$230.00	$269.75	$304.00
	12/3/2025	$321.00	$0.00	$230.00	$269.75	$321.50
	12/4/2025	$319.25	$230.00	$230.00	$269.75	$304.00
	12/5/2025	$319.25	$0.00	$230.00	$259.25	$321.50
	12/6/2025	$305.25	$0.00	$230.00	$250.50	$283.00
Week 18	12/9/2025	$302.25	$0.00	$230.00	$259.25	$316.75
	12/10/2025	$319.25	$0.00	$232.75	$259.25	$321.50
	12/11/2025	$319.25	$230.00	$232.75	$303.00	$321.50
	12/12/2025	$305.25	$0.00	$230.00	$299.50	$273.00
	12/13/2025	$319.25	$0.00	$232.75	$299.50	$322.50
Week 19	12/16/2025	$309.25	$0.00	$230.00	$299.25	$321.50
	12/17/2025	$319.25	$0.00	$230.00	$299.25	$321.50
	12/18/2025	$319.25	$0.00	$230.00	$299.25	$304.00
	12/19/2025	$311.25	$0.00	$230.00	$292.00	$264.50
	12/20/2025	$280.25	$0.00	$230.00	$245.00	$230.00
	Sub Total:	$4,690.25	$690.00	$3,458.25	$4,174.25	$4,530.75

Lonsdale Elementary	12/9/2025	$50.00
	12/10/2025	$50.00
	12/16/2025	$50.00
	12/17/2025	$50.00
	Subtotal	$200.00

TOTAL DUE: **$17,743 50**

Make all checks payable to RPM Transit, Inc.

RPM Transit, Inc.

INVOICE

RPM Transit, Inc.

Date: **2/5/2025**
Customer ID: **SPED Service**

TO:
Knox County School Transportation Department
Attn: Ryan Dillingham
PO Box 2188
Knoxville, TN 37901
865-594-1550

JOB
SPED Shuttle Service for 2024-2025 Program

PAYMENT TERMS
Due on receipt

	Date	Shuttle #40	Shuttle #41	Shuttle #42	Shuttle #202
Week 20	1/6/2025	$245.00	$230.00	$254.25	$230.00
	1/7/2025	$245.00	$230.00	$254.25	$230.00
	1/8/2025	$245.00	$230.00	$254.25	$230.00
	1/9/2025	$245.00	$230.00	$253.25	$230.00
	1/10/2025	**Snow Day**			
	1/13/2025	**Snow Day**			
Week 21	1/14/2025	$272.75	$230.00	$265.00	$230.00
	1/15/2025	$284.50	$230.00	$265.00	$230.00
	1/16/2025	$283.50	$230.00	$265.00	$230.00
	1/17/2025	$283.50	$230.00	$298.00	$230.00
	1/20/2025	**MLK Day**			
Week 22	1/21/2025	$276.00	$230.00	$298.75	$230.00
	1/22/2025	$276.00	$230.00	$292.50	$230.00
	1/23/2025	$277.00	$230.00	$298.00	$230.00
	1/24/2025	$275.50	$230.00	$298.00	$230.00
Week 23	1/27/2025	$282.50	$230.00	$305.25	$230.00
	1/28/2025	$283.50	$230.00	$265.75	$230.00
	1/29/2025	$282.50	$230.00	$267.25	$230.00
	1/30/2025	$282.50	$230.00	$273.75	$230.00
	1/31/2025	$282.50	$230.00	$273.75	$230.00
	Sub Total:	$4,622.25	$3,910.00	$4,682.00	$3,910.00

Lonsdale Elementary	1/6/2025	$50.00
	1/7/2025	$50.00
	1/14/2025	$50.00
	1/21/2025	$50.00
	1/27/2025	$50.00
	1/28/2025	$50.00
	Subtotal	$300.00

TOTAL DUE: **$17,424 2 5**

Make all checks payable to RPM Transit, Inc.

RPM Transit, Inc.

INVOICE

RPM Transit, Inc.

Date: 3/3/2025
Customer ID: SPED Service

TO:
Knox County School Transportation
Department Attn: Ryan Dillingham
PO Box 2188
Knoxville, TN 37901
865-594-1550

JOB
SPED Shuttle Service for 2024-2025 Program

PAYMENT TERMS
Due on receipt

	Date	Shuttle #40	Shuttle #41	Shuttle #42	Shuttle #202
Week 24	2/3/2025	$283.41	$230.65	$306.25	$250.09
	2/4/2025	$283.41	$230.65	$298.97	$230.64
	2/5/2025	$283.41	$230.65	$300.98	$230.62
	2/6/2025	$284.41	$230.65	$306.25	$230.31
	2/7/2025	$275.63	$230.65	$301.23	$230.62
Week 25	2/10/2025	Sick Days			
	2/11/2025				
	2/12/2025	$274.37	$230.65	$346.41	$342.96
	2/13/2025	$275.63	$230.65	$346.41	$342.96
	2/14/2025	$275.63	$230.65	$346.41	$277.95
Week 26	2/17/2025	Student Holiday			
	2/18/2025	$263.58	$230.65	$346.41	$253.10
	2/19/2025	Snow Days			
	2/20/2025				
	2/21/2025	$245.18	$230.65	$316.54	$261.38
Week 27	2/24/2025	$263.58	$230.65	$316.54	$261.63
	2/25/2025	$263.58	$230.65	$305.50	$275.44
	2/26/2025	$264.59	$230.65	$311.77	$261.38
	2/27/2025	$263.58	$230.65	$311.77	$264.14
	2/28/2025	$274.37	$230.65	$308.26	$261.38
	Sub Total:	$4,074.36	$3,459.75	$4,769.70	$3,974.60
Lonsdale Elementary	2/24/2025			$50.00	
	2/25/2025			$50.00	
	Subtotal			$100.00	

TOTAL DUE:	$16,378.41

Make all checks payable to RPM Transit, Inc.

McConkey Transportation

Invoice DECINV24
Date: January 24, 2025
Invoice #: DECINV24
Customer ID: knoxschools

To: Ryan Dillingham
KCS Transportation
P.O. Box 2188
Knoxville, TN. 37901
865-594-1550

Date	Description	Daily Total	Weekly Total
SPECIAL	VISION	$ 1,600.00	$ 1,600.00
12-16-24		$ 160.70	$ 160.70
12-2-24		$ 4,947.77	
12-3-24		$ 5,075.78	
12-4-24		$ 5,041.31	
12-5-24		$ 5,114.50	
12-6-24		$ 5,114.50	$ 25,293.85
12-9-24		$ 5,083.90	
12-10-24		$ 5,081.37	
12-11-24		$ 5,081.37	
12-12-24		$ 5,029.86	
12-13-24		$ 5,039.86	$ 25,316.34
12-16-24		$ 5,057.20	
12-17-24		$ 5,057.20	
12-18-24		$ 5,057.20	
12-19-24		$ 5,057.20	
12-20-24		$ 5,057.20	$ 25,285.98
12-19-24	Driver Training- Cathy Collins	$ 108.00	
12-19-25	Driver Training - Sandra Foster Anderson	$ 108.00	
			$ 77,656.86
		Total Due	**$ 77,872.86**

Make all checks payable to: McConkey Transportation

Thank you for your business!

McConkey Transportation

Invoice: JANINV25
Date: February 28, 2025
Invoice #: JANINV25
Customer ID: knoxschools

To: Ryan Dillingham
KCS Transportation
P.O. Box 2188
Knoxville, TN. 37901
865-594-1550

Date	Description	Daily Total	Weekly Total
CLASS	CLASS	$ 648.00	$ 648.00
SPECIAL	VISION	$ 2,400.00	$ 2,400.00
1-6-25		$ 5,671.98	
1-7-25		$ 5,671.98	
1-8-25		$ 5,583.75	
1-9-25		$ 5,798.46	$ 22,726.15
1-14-25		$ 5,985.12	
1-15-25		$ 5,944.62	
1-16-25		$ 5,944.62	
1-17-25		$ 6,474.00	$ 24,348.34
1-21-25		$ 6,037.74	
1-22-25		$ 6,023.20	
1-23-25		$ 6,187.02	
1-24-25		$ 6,215.07	$ 24,463.03
1-27-25		$ 6,624.09	
1-28-25		$ 6,594.00	
1-29-25		$ 6,624.09	
1-30-25		$ 6,821.97	
1-31-25		$ 6,740.37	$ 33,404.52
		$ 107,990.04	$ 107,990.04
		Total Due	**$ 107,990.04**

Make all checks payable to: McConkey Transportation

Thank you for your business!

McConkey Transportation

Invoice FEBINV25
Date: April 9, 2025
Invoice #: FEBINV25
Customer ID: knoxschools

To: Ryan Dillingham
KCS Transportation
P.O. Box 2188
Knoxville, TN. 37901
865-594-1550

Date	Description	Daily Total	Weekly Total
SPECIAL	VISION	$2,100.00	$2,100.00
2-3-25		$6,952.75	
2-4-25		$6,952.75	
2-5-25		$6,952.75	
2-6-25		$6,827.07	$27,685.32
2-7-25		$6,573.64	
2-12-25		$6,565.40	
2-13-25		$6,579.82	
2-14-25		$6,579.82	$26,298.68
2-18-25		$6,528.31	
2-19-25		$6,555.10	
2-20-25		$6,506.15	
2-21-25		$6,506.15	$26,095.71
2-24-25		$6,506.15	
2-25-25		$6,506.15	
2-26-25		$6,506.15	
2-27-25		$6,506.15	
2-28-25		$6,506.15	$32,530.75
		$114,710.46	$114,710.46
		Total Due	**$114,710.46**
12-Feb	Trans U Mini	**Melody Reynolds**	**$108.00**
12-Feb	Trans U Mini	**Jochlyn Clabo**	**$108.00**
		Invoice Total	**$114,926.46**

Make all checks payable to: McConkey Transportation

Thank you for your business!

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

SPED INVOICE		
DATE OF SERVICE		AMOUNT
2-Dec		$ 775.00
3-Dec		$ 740.53
4-Dec		$ 720.53
5-Dec		$ 683.20
6-Dec		$ 748.33
9-Dec		$ 652.03
10-Dec		$ 757.34
11-Dec		$ 664.59
12-Dec		$ 740.90
13-Dec		$ 768.98
16-Dec		$ 760.43
17-Dec		$ 775.22
18-Dec		$ 653.89
19-Dec		$ 686.32
20-Dec		$ 404.34
Total		$ 10,531.63

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

NON SPED INVOICE

DATE OF SERVICE		AMOUNT
2-Dec		$ 2,285.03
3-Dec		$ 2,467.37
4-Dec		$ 2,447.64
5-Dec		$ 2,394.03
6-Dec		$ 2,455.43
9-Dec		$ 2,529.75
10-Dec		$ 2,445.30
11-Dec		$ 2,471.56
12-Dec		$ 2,133.91
13-Dec		$ 2,486.43
16-Dec		$ 2,179.92
17-Dec		$ 2,335.77
18-Dec		$ 2,277.40
19-Dec		$ 2,374.46
20-Dec		$ 1,322.95
Total		$ 34,606.95

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

NON SPED INVOICE

DATE OF SERVICE		AMOUNT
6-Jan		$ 2,270.30
7-Jan		$ 2,082.85
8-Jan		$ 2,193.78
9-Jan		$ 2,069.04
10-Jan	Closed due to weather	$ -
13-Jan	Closed due to weather	$ -
14-Jan		$ 2,076.84
15-Jan		$ 2,153.11
16-Jan		$ 2,076.01
17-Jan		$ 1,839.05
20-Jan	MLK day	$ -
21-Jan		$ 2,064.55
22-Jan		$ 1,719.06
23-Jan		$ 2,021.79
24-Jan		$ 2,132.08
27-Jan		$ 2,094.59
28-Jan		$ 2,206.08
29-Jan		$ 2,159.91
30-Jan		$ 2,156.34
31-Jan		$ 2,073.82
Training		$ 162.00
Total		$ 35,551.20

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

SPED INVOICE

DATE OF SERVICE		AMOUNT
6-Jan		$ 495.45
7-Jan		$ 718.76
8-Jan		$ 763.67
9-Jan		$ 732.21
10-Jan	Closed due to weather	$ -
13-Jan	Closed due to weather	$ -
14-Jan		$ 727.80
15-Jan		$ 733.11
16-Jan		$ 715.26
17-Jan		$ 757.45
20-Jan	MLK day	$ -
21-Jan		$ 603.70
22-Jan		$ 671.57
23-Jan		$ 747.37
24-Jan		$ 710.96
27-Jan		$ 782.05
28-Jan		$ 740.40
29-Jan		$ 574.78
30-Jan		$ 695.30
31-Jan		$ 715.08
Total		$ 11,884.92

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

SPED INVOICE		
DATE OF SERVICE		AMOUNT
3-Feb		$ 607.82
4-Feb		$ 742.43
5-Feb		$ 711.10
6-Feb		$ 667.45
7-Feb		$ 724.72
10-Feb		$ 324.97
11-Feb		$ 255.58
12-Feb		$ 722.17
13-Feb		$ 787.71
14-Feb		$ 677.86
18-Feb		$ 800.94
21-Feb		$ 373.36
24-Feb		$ 652.24
25-Feb		$ 697.87
26-Feb		$ 707.36
27-Feb		$ 714.41
28-Feb		$ 776.70
Total		$ 10,944.68

CITY SHUTTLE

Customer
Knox County Schools
Transportation Department
PO Box 2188
Knoxville, TN 37901

NON SPED INVOICE

DATE OF SERVICE		AMOUNT
3-Feb		$ 2,122.65
4-Feb		$ 1,897.62
5-Feb		$ 2,030.93
6-Feb		$ 2,077.44
7-Feb		$ 1,915.58
10-Feb	Closed due to sickness	$ -
11-Feb	Closed due to sickness	$ -
12-Feb		$ 2,112.53
13-Feb		$ 2,199.13
14-Feb		$ 2,271.90
18-Feb		$ 1,920.06
21-Feb		$ 2,174.99
24-Feb		$ 2,256.27
25-Feb		$ 2,303.03
26-Feb		$ 2,590.49
27-Feb		$ 2,422.60
28-Feb		$ 2,388.35
Training		$ 54.00
Total		$ 32,737.56

SCU BUS LINES, LLC
2624 CLINTON HWY
POWELL, TN 37849
865.556.8509
prioritycoachinc@gmail.com

The cover letter indicates that SCU Bus Lines, LLC, represented by principal Stephen C. Underwood President, is authorizing the submission of a Proposal Number 3655.

Stephen C Underwood
President
SCU Bus Lines, LLC

05/07/2025
Date

SCU Bus Lines, LLC
2624 Clinton Hwy
Powell TN 37849
865-556-8509
865-945-4756
865-945-3074
prioritycoachinc@gmail.com

VENDOR NUMBER 86301
EIN# 46-2779476

Stephen C Underwood, President
865.824.6848 stephen@prioritybus.com

Marvin L Hawkins, Vice President/Safety Director
865.363.1882 marvin@prioritybus.com

Sherry McHaffie, Bookings & Quote Supervisor
865.556.8509, sherry@prioritybus.com

Alison Butler, Accountant
865.556.8509, alison@prioritybus.com

Jordan Durand, Dispatch/customer service
865.556.8509 prioritycoachinc@gmail.com

Chad Hyatt, Garage Operations Supervisor
865.962.4000, Chad@prioritybus.com

SCU Bus Lines, LLC acknowledges receipt of any Addendum issued.

Payments: SCU Bus Lines, LLC will accept E-commerce for payment.
SCU Bus Lines will not accept Cooperative Procurement

Since its inception in 2015, SCU Bus Lines, LLC has made remarkable strides in the transportation sector, particularly within Knox County Schools. Beginning with just two school bus routes, the company has grown exponentially, expanding its fleet to encompass over 52 vehicles. This growth is not merely a reflection of increased service demand but also a testament to SCU Bus Lines' unwavering commitment to safety, quality service, and customer satisfaction.

One of the key aspects that set SCU Bus Lines apart is its strict focus on safety. The company understands that transporting students and passengers comes with significant responsibility. Hence, it maintains a clean and well-monitored facility, ensuring that all vehicles are regularly inspected and maintained. This careful attention to detail helps guarantee that every trip is safe and reliable, alleviating concerns for parents and guardians entrusting their children to the company.

Furthermore, SCU Bus Lines serves a diverse clientele beyond just school transportation. The company extends its services to include event transportation, such as weddings, airport pickups, and local activities. This variety not only showcases the versatility of SCU's fleet but also reflects its intent to cater to the community's broader transportation needs. Whether it's transporting students to school or helping a couple celebrate their special day, SCU Bus Lines is dedicated to providing an excellent experience to all its passengers.

As of the 2024-2025 school year, SCU Bus Lines has proudly logged over a million miles of service, navigating through all areas of Anderson County and Knox County, from the Tri-Cities to Nashville. This extensive coverage emphasizes the company's commitment to connecting communities and ensuring accessibility for all residents. By prioritizing its service areas and understanding the need for efficient transportation, SCU Bus Lines positions itself as an integral part of the regional infrastructure.

Ultimately, SCU Bus Lines, LLC aims to be a leader in the transportation industry. With dedicated personnel who work tirelessly to meet customer needs and an ongoing commitment to excellence, the company continues to pave the way for innovative and reliable transport solutions. Whether it is in providing safe rides for students or facilitating events for the community, SCU Bus Lines exemplifies what it means to prioritize service, safety, and quality in transportation. As the company continues to grow, its foundational values of excellence and commitment will undoubtedly guide its future successes.

SCU Bus Lines, LLC Fleet of 1-13 passenger vehicles:

(2) 2020 Ford Transit 13 passengers

(4) 2024 Nissan Altima 4-6 passengers

Willing to process/purchase more vehicles upon the need of the contract 2020 or newer.

Each Driver will be equipped with a monitored two-way radio with Metro Communications and a cellular type of device for emergency contact.

SCU Bus Lines LLC maintains a strict zero tolerance policy regarding absenteeism. According to our policy handbook, the disciplinary process is as follows: the first instance of absenteeism results in a verbal warning, the second instance leads to a written warning, and the third instance may result in termination.

We have several local drivers who are on call 24/7. In the event a driver is delayed due to illness, weather conditions, or any other reason, our approved Knox County drivers are prepared to step in.

All drivers are required to adhere to the guidelines outlined in the Knox County School Bus Drivers Handbook Dress Code.

Personnel who will be involved directly with this contract.

Dispatcher/Scheduling/Safety/Monitoring
Stephen Underwood 865-824-6848
Marvin Hawkins 865-363-1882

Accountant:
Alison Butler 865-556-8509

All drivers for SCU Bus Lines, LLC are currently Knox County qualified and future drivers.

Alison Butler

Amy Moses

Araina Hyatt

Austin Phillips

Chad Hyatt

Charles Kilpatrick

Cherrelle Taylor.

Dennis Comer

Edwin Davis

Eric Knieper

Ernest Brown

Gwedolyn Lee

Janette McClure

John White

Kala Troutman

Kathy Rehman

Keely Pitts

Lisa Sinard

Mareina White

Marvin Hawkins

Preston Farmer

Ray Akers

Stephen Underwood

Tammy Alviso

Daily Summary Report

Our dedicated staff operates 24/7 to respond to phone calls, emails, and text messages, ensuring seamless service. We have three drivers on call around the clock, enabling continuous movement throughout our weekend schedules. During weekdays, we manage 36 school bus routes, with workdays beginning at 5:30 AM and often extending until 6:00 PM. Throughout the day, we facilitate between 2 to 30 school trips alongside our regular routes.

Our team is strategically positioned during these routes to address emergencies, respond to radio communications, handle emails, and manage inquiries or complaints from parents and Knox County Transportation. Between 8 AM and 5 PM, our daytime staff focuses on vehicle maintenance, thorough cleaning, and daily operational activities.

Chad Hyatt supervises garage operations, overseeing cleaning and preventive maintenance, while Stephen Underwood is primarily responsible for dispatching and coordinating the drivers' schedules for both the week and the month.

During transportation hours for Anderson and Knox County schools, our staff remains fully prepared to tackle any challenges that may arise, fostering an "all hands on deck" environment. We consistently have drivers on standby to respond to mechanical issues or provide assistance when needed. The last school bus typically returns around 6:00 PM.

Transportation is a vital part of a student's day, especially for those attending schools that are not within walking distance. SCU Bus Lines, LLC plays a crucial role in this aspect by transporting an average of 1,800 students each school day. This company is not only responsible for getting students to and from school safely but also for providing services for various trips, charters, and events. Their commitment to skill and professionalism makes them a trusted partner in the educational community.

One of the key strengths of SCU Bus Lines is its focus on safety. Every day, countless parents rely on the assurance that their children will arrive at school and return home safely. SCU Bus Lines employs experienced drivers who are trained to navigate busy roads and handle unexpected situations with calmness and efficiency. Regular vehicle maintenance checks ensure that all vehicles are in top condition, minimizing the risk of mechanical failures. Such dedication to safety is not merely a requirement; it is a core value of the company.

In addition to safety, SCU Bus Lines prides itself on professionalism. From the moment students step onto the bus, they are greeted by drivers who foster a respectful and welcoming environment. This professionalism extends beyond the bus drivers and involves all staff members, from the administrative team to the maintenance crew. Each individual contributes to the overall experience by ensuring that services run smoothly and that any concerns are promptly addressed.

SCU Bus Lines offers transportation services for school-related trips and special events. Whether it's a field trip to a museum or a sports event, the company understands the importance of these outings in a student's educational journey. By providing efficient and reliable transportation for these occasions, SCU Bus Lines enriches the students' learning experiences outside the classroom.

SCU Bus Lines, LLC is more than just a bus service; it is a vital partner in the education of nearly 1,800 students every school day. Through their unwavering commitment to safety, professionalism, and service, they ensure that students can rely on them not only to reach their destinations but also to support their growth and learning. The role that SCU Bus Lines plays in the community goes beyond transportation—it contributes to creating a positive and supportive environment for students.

POST-ACCIDENT TESTING PROCEDURES

1. **Ensure Safety:**

- First and foremost, make sure the scene is safe. If needed, move to a safe location away from traffic or hazards.

2. **Check for Injuries:**

- Assess yourself and others for injuries. If someone is injured, call for medical assistance immediately.

3. **Call Emergency Services:**

- If necessary, contact emergency services (e.g., police, ambulance) to report the accident and request help.

4. **Exchange Information:**

- If it's a vehicle accident, exchange information with the other parties involved, including names, contact numbers, insurance information, and vehicle details.

5. **Document the Scene:**

- Take pictures of the scene, the vehicles involved, and any damages. Document the time, date, and conditions (weather, road conditions, etc.).

6. **Do Not Admit Fault:**

- Avoid discussing fault or liability at the scene. Simply provide facts to the authorities.

7. **File a Police Report:**

- Depending on the severity of the accident, you may need to file a police report. This is often required for insurance claims.

8. **Notify Your Insurance Company:**

- Report the accident to your insurance provider as soon as possible, providing them with all necessary documentation and details.

9. **Keep Records:**

- Maintain all records and documentation related to the accident, including medical records, repair bills, and correspondence with your insurance company.

10. **Follow-Up:**

- Stay in touch with your healthcare provider if you have ongoing medical issues and follow any recommended treatment plans.

SCU Bus Lines has been a contractor for Knox County Schools for the past 10 years, having started in 2015. Since then, SCU Bus has expanded its fleet to over 46 school buses serving the Anderson County and Knox County areas, along with a sister company operating 9 motor coaches.

SCU Bus Lines has a well-experienced dispatch office, an up-to-date garage facility, and all buses, cars, and vans undergo regular inspections. We have also added local 1-15 passenger vehicles to accommodate movements requiring a smaller number of passengers.

All drivers adhere to the SCU Bus Lines Driver Policy and Handbook. We maintain driver files in compliance with FMCSA requirements and Knox County Transportation standards, conducting annual MVR checks and drug tests for new hires as well as random testing throughout their employment. Every driver is required to complete training with Knox County Transportation and must abide by all guidelines set forth in Knox County's handbook.

We strive to ensure positive interactions with students, greeting them with a smile as they board and disembark. Drivers will follow Student Interaction policies in Knox County School Bus drivers Handbook. Any incidents of harassment or discrimination, whether fault-related or not, will be reported immediately to school administration, Knox County Transportation, and SCU Bus Lines personnel. In the event of an accident involving a student on board, the first call will be made to 911, followed by notifying Knox County Transportation and SCU Bus Lines.

If a driver is found at fault in an incident a drug and alcohol test, driver will be required to undergo testing before returning to duty.

Pricing Schematics

Scenario 1:

Route A: 3528 Laurel View Rd to Whittle Springs Middle School (1 student)
1.8 miles x $3.00(per mile) + $60.00 (Minimum) =$65.40

Route B: 1219 Pilleaux Dr. Powell Elementary School (1 student)
1219 Pilleaux Dr. to Powell Middle School (1 student)
8.2 miles x $3.00(per mile) + $15.00 (1 extra student) + $60.00 (minimum) =$99.60

Route C: 2544 Byington Solway Rd to West High School (2 students)
11.7 miles x $3.00(per mile) +$15.00 (1 extra student) + $60.00 (minimum) =$110.10

Total Scenario 1: $279.47

Scenario 2:

Route A:
9314 Smoky Row Rd (1 student)
1119 Andrew Johnson Highway (1 student)
3308 Mine Rd (1 student)
6210 Cardwell Rd (1 student)
Gibbs Middle School
17.5 miles x $3.00 (per mile) + $45.00 (3 extra students) + $60.00 (minimum) = $157.50

Scenario 3
Farragut High School to Goodwill Industries, 5412 Pleasant Ridge (2 students)
17.2 miles x $3.00 (per mile) + $15.00 (1 extra student) + $60.00 (minimum) =$126.60

Scenario 4:
103 Ithaca Lane Oak Ridge TN to Cedar Bluff Elementary School (1student)
14.7 miles x $3.00 (per mile) + $60.00 (minimum) =$104.10

SCU Bus Lines, LLC has diligently worked to establish itself as one of the premier transportation contractors in Knox County. As a testament to our commitment to exceptional service, we have expanded our reach to Anderson County and received the Small Business "Above and Beyond" award from the City of Knoxville in 2024. Our team is dedicated to ensuring safe passenger transport in a clean environment, while maintaining a level of professionalism that exceeds everyday expectations.

At SCU Bus Lines, LLC, we possess the skills and experience necessary for the daily transportation of passengers. Our in-house maintenance and cleaning teams, along with our dedicated office staff, are fully prepared to manage the daily tasks associated with transportation.

No changes or altercations are in made Proposal Number 3655

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
PRICING
REQUEST FOR PROPOSAL NUMBER 3655

egularly Scheduled Flat Rate per Mile (Non-Call-In Service)	$ 3.00 per mile
Flat Rate per Mile (Call-In Service Monday thru Friday 6AM-6PM)	$ 3.00 per mile
Flat Rate per Mile (Call-In Service Monday thru Friday 6PM-10PM and Saturday 6AM-10PM)	$ 3.00 per mile
Charges for Additional Passengers	$ 15.00 per passenger
Minimum Charge (if applicable)	$ 60.00 per trip
Additionally, Contractors are asked to provide prices for the sample trips outlined below, inclusive of any applicable additional passenger charges, minimum charges, and/or other charges. Please provide a breakdown of cost by each route as well as a total cost per scenario.	
Scenario 1: Route A: 3528 Laurel View Rd. to Whittle Springs Middle School (1 student) Route B: 1219 Pilleaux Dr. to Powell Elementary School (1 student) 1219 Pilleaux Dr. to Powell Middle School (1 student) (Note: 2 students total) Route C: 2544 Byington Solway Rd. to West High School (2 students)	Route A: $ 65.40 per trip Route B: $ 99.60 per trip Route C: $ 110.10 per trip Total Cost for Scenario 1: $ 275.10
Scenario 2: Route A: Pickup 1: 9314 Smoky Row Rd. (1 student) Pickup 2: 1119 Andrew Johnson Highway (1 student) Pickup 3: 3308 Mine Rd. (1 student) Pickup 4: 6210 Cardwell Rd. (1 student) Drop-Off: Gibbs Middle School (4 students)	Total Cost for Scenario 2: $ 157.50
Scenario 3 (11:30 AM): Route A: Farragut High School to Goodwill Industries, 5412 Pleasant Ridge Rd. (2 students)	Total Cost for Scenario 3: $ 126.60
Scenario 4: Route B: 103 Ithaca Ln., Oak Ridge, TN 37830 to Cedar Bluff Elementary School (1 student)	Total Cost for Scenario 4: $ 104.10

Note: Contractors may submit additional information detailing any alternative pricing schematics that may be utilized by Knox County Schools, but at a minimum, Contractors must submit pricing as requested per Attachment A. Please attach additional pages if necessary. Failure to submit pricing as requested per Attachment A may result in a vendor being deemed non-responsive.

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3655

Vendor Name: SCU Bus Lines LLC

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. 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 list Knox County Government or Knox County Schools as a reference.

Name of Firm: Knox County Schools Transportation
Contact Person: Ryan Dillingham Phone Number: 865.594.1550
Email Address: ryan.dillingham@knoxschools.org Fax Number: _____
Nature of Contract: School Bus Routes
Services Provided: Transporting students to + from School
Dollar amount: $ $5,000,000.00 (over life of contract)
Contract start date: 6/2021 Contract end date: 6/2025

Name of Firm: City of Knoxville Parks + Rec
Contact Person: Nikki Crutcher Phone Number: 865.215.1723
Email Address: ncrutcher@knoxville.tn.gov Fax Number: 865.215.1742
Nature of Contract: School Bus Transportation
Services Provided: Transporting students to + from Rec Centers + summer programs
Dollar amount: $ 200,000.00 (over life of contract)
Contract start date: 5/2024 Contract end date: 5/2027

Name of Firm: Anderson County Schools
Contact Person: Johnny Golden Phone Number: 865.406.2292
Email Address: jgolden@acs.ac Fax Number: _____
Nature of Contract: School Bus Routes
Services Provided: Transporting students to + from School
Dollar amount: $ 5,000,000.00 (over life of contract)
Contract start date: 8/2024 Contract end date: 8/2030

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 3655

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	$ 1,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 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	$2,000,000	
NO		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-VII or better or its equivalent.

21. *Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.*

22. 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.

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

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: Houchens Insurance Group Authorizing Signature: Travis Anderkin

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

Proposer's Name: Stephen Underwood Authorizing Signature: Stephen Underwood

Client#: 861349 SCUBUS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/06/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bradley Insurance , A Marsh
& McLennan Agency LLC Company
413 North Shore Drive SW Suite E
Knoxville, TN 37919

CONTACT NAME: Cindy Dean
PHONE (A/C, No, Ext): - FAX (A/C, No):
E-MAIL ADDRESS: Cindy.Dean@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Auto-Owners Insurance	18988
INSURER B : Benchmark Insurance Company	41394
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SCU BUS LINES LLC
2628 CLINTON HWY
Powell, TN 37849

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			03310995	06/06/2024	06/06/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		N/A	WC04400468472025A	04/24/2025	04/24/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFP #3655;
Certificate Holder is named Additional Insured with regard to the liability policies of the insured, but only with respect to and to the extent of the liabilities assumed by the Named Insured under written contract, agreement or permit and subject to the provisions and limitations of the policy.

CERTIFICATE HOLDER

Knox County Procurement Divison
Knox County Schools
Transportation Department
1000 North Central Street, Suite 100;
Knoxville, TN 37917
"RFP 3655"

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

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ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3655

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, Stephen Underwood, President or other Principal

Officer of SCU Bus Lines, LLC, 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: SCU Bus Lines LLC
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by Stephen Underwood,

President or Principal Officer of SCU Bus Lines LLC,

On this 5 day of May 2025

Notary Public

My Commission expires: September 7th, 2025

JEU ANNE BROWN
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY
My Commission Expires September 7, 2025

ATTACHMENT E
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSALS NUMBER 3655

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: President Date: 05/07/2025

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: President Date: 05/07/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Contracts with City Shuttle LLC, Collaborative Student Transportation, LLC, First Student, McConkey Transportation, Inc., RPM Transit, Inc., and SCU Bus Lines, LLC for student shuttle transportation services for the term of August 1, 2025 through July 31, 2026, which may be extended upon mutual agreement of the contractor and KCS for four (4) additional years, one (1) year at a time.

Cost to Knox County Schools

To be determined by services rendered.

Description and Type of Funding Source

General Purpose funds as a part of the Transportation Department budget.

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

RLA-17496 **R-25-7-215**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with School and Office Supply for the provision of stage curtains and rigging services up to $125,000.00 annually for the term of November 1, 2025 through October 31, 2026, which may be extended for four (4) additional years. *(Schools)*

Attachments

Resolution

Contract

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH SCHOOL AND OFFICE SUPPLY FOR THE PROVISION OF STAGE CURTAINS AND RIGGING SERVICES UP TO $125,000.00 ANNUALLY FOR THE TERM OF NOVEMBER 1, 2025 THROUGH OCTOBER 31, 2026, WHICH MAY BE EXTENDED FOR FOUR (4) ADDITIONAL YEARS.

RESOLUTION: R-25-7-215

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 stage curtains and rigging services; and

WHEREAS, the Knox County Procurement Division conducted a competitive bid process for this purpose and it has been determined that School and Office Supply submitted the bid that is most responsible and responsive and best conforms to the specifications and needs of Knox County and the Knox County Schools; and

WHEREAS, the proposed contract with School and Office Supply is effective for a one (1) year term beginning on November 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 July 10, 2025, the Knox County Board of Education approved the contract with School and Office Supply for the provision of stage curtains and rigging services up to $125,000.00 annually.

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

The contract with School and Office Supply for the provision of stage curtains and rigging 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 School and Office Supply for the provision of stage curtains and rigging 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

SCHOOL AND OFFICE SUPPLY

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 School and Office Supply** hereinafter referred to as **"Contractor."**

Whereas, County requested sealed bids for the provision of Stage Curtains and Rigging Services for Knox County Government, (Invitation for Bid 3653);

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 Stage Curtains and Rigging 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 November 1, 2025 and ends the 31st day of October 2026, 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 3653 for Stage Curtains and Rigging Services as follows:

See Attachment "B" Contractor's Written Response to Invitation for Bid 3653

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 Stage Curtains and Rigging 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 Stage Curtains and Rigging 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.

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

8. Appropriations. In the event no funds are appropriated by Knox County for Stage Curtains and Rigging 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 Stage Curtains and Rigging 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 Stage Curtains and Rigging 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 3653
b. Contractor's Written Response to Invitation for Bid 3653

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 #: 25-397
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

Gary Dupler

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

Date 6/24/2025

SCHOOL AND OFFICE SUPPLY

AUTHORIZED SIGNATURE | **PRINTED NAME**

DATE _____

Attachment "A"

Invitation for Bid #3653

Stage Curtains and Rigging Services

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Stage Curtains and Rigging Services** as specified herein. Bids must be received by 2:00 p.m. on **May 14, 2025**. Late bids will be neither considered nor returned.

Please Deliver Bids to:

Bid Number 3653
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, 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 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 sixty (60) 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, please call 1.866.858.4443 (toll-free). You can also 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 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. Knox County will not be responsible for bids delivered to other addresses other than the one listed 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 electronically less than twenty-four (24) hour prior to the bid opening 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.

1.7 **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, and strongly encourages, electronically transmitted bids through the County's On-Line Purchasing System. Facsimile and email submission are 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 **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.

1.18 **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.

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

1.20 **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.

1.21 **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.

1.22 **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 **May 2, 2025 by 4:30 p.m. local time.** These requirements also apply to specifications that are ambiguous.

1.23 **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.

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

1.25 **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.

1.26 **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.

1.27 **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.

1.28 **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 **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.

1.30 **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.

1.31 **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 Knox 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 ISRAEL:** 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, 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, 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 upon thirty (30) 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.

2.24 **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 intent of these specifications is to set forth and convey to prospective bidders the general type, character and quality of Stage Curtains and Rigging Services desired by Knox County Schools Maintenance and Operations (KCSMO). 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 goods or services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITIONS/DELETIONS:** Knox County reserves the right to add items to this term Contract or delete items that have become obsolete. The successful vendor(s) shall notify the Knox County Procurement Division of any items that have been discontinued and recommend an appropriate substitution. Knox County will be the sole judge if the substitution is appropriate.

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 reserve the right to purchase these services from other sources if the need arises. Knox County and Knox County Schools reserve 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 will 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.

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

3.10 **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.

3.11 **EVALUATION CRITERIA:**

Price	**70 points**
Delivery (business days) after receiving a Purchase Order	**20 points**
Warranty	**10 points**

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 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.

3.13 **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 showing the specified coverage and listing Knox County Government as additional insured.** The successful vendor must maintain the required insurance coverage, including endorsement pages, with no lapse in coverage. If found to have a lapse in insurance coverage the vendor will be immediately terminated and disbarred from doing business with Knox County and Knox County Schools.

3.14 **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.

3.15 **INVOICING REQUIREMENTS:** KCSMO prefers to use E-Commerce 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.

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

3.15.2 **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.

3.15.3 **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 (Such as XYZ School or Maintenance 5th Avenue)

d. The date the work/materials were delivered

e. A statement that the price invoiced is per the bid/quote

f. The Purchase Order Number

3.15.4 **SUBMIT ONE ORIGINAL INVOICE AND ONE COPY OF IT.**

3.15.5 **INVOICES ARE TO BE ORIGINAL, WITH A UNIQUE REFERENCE NUMBER. PREFERABLY INVOICES WILL BE WHITE.**

3.15.6 **REVIEW OF INVOICES:** Invoices will be reviewed for adherence to bid terms and/or the quotation.

3.15.7 **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.

3.15.8 **UNPAID INVOICES:** If invoices are unpaid after thirty (30) calendar days, for KCSMO please contact at 865.594.3635 to ascertain the status.

3.16 **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.

3.17 **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.

3.18 **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.

3.19 **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. These requirements also apply to specifications that are ambiguous. Such notification must be submitted in writing and must be received by the Procurement Division no later than **May 2, 2025 by 4:30 p.m.** local time.

3.20 **PRICING:** Vendors are to quote a firm fixed price for the services noted herein. 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:

- Continue with existing prices;
- Not accept the renewal offer;
- Request a lower price increase.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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 works 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.

3.25 **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.

3.26 **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. It is a white notebook. 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.

3.27 **SUB-CONTRACTING:** Any sub-contracting must be approved, in advance by the KCSMO and Knox County. Knox County may terminate the contract if subcontracting is done without written approval.

3.28 **SUB-CONTRACTORS:** Bidders are strongly encouraged to solicit minority owned and operated sub-contractors for this bid and during the duration of the award.

3.29 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation by **May 2, 2025 by 4:30 p.m.** local time. Submit questions as noted in Section 1.1.

3.30 **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:

- Fair and equitable treatment of vendor and owner.
- 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.
- Vendor involvement in the school system or a specific school on a non-business basis.

SECTION IV SPECIFICATIONS

4.1 STAGE DRAPE AND VALANCE:

• Shall be KM Fabrics "Princess" or equal.

- Weight per lineal yard: 16 oz. minimum prior to fireproofing.
- 100% cotton fiber (velour).
- Width: 54 inches, minimum.
- Flame Resistance: Conforms to NFPA #701. The manufacturer only shall treat material for flame resistance. On-site or bidder applied treatments are unacceptable.
- Colors: Chosen at time of order from standard selections
- All bottom hems of curtains (including stage drape, cycloramas, and side legs) extending to floor shall be approximately 6" deep with a rust-resistant chain or other approved weights encased in a separate sleeve or pocket mounted at the top of hems to reduce any abrasion wear.

• Shall be KM Fabrics "Marvel" or equal.

- Weight per lineal yard: 20 oz. minimum prior to fireproofing.
- 100% cotton fiber (velour).
- Width: 54 inches, minimum.
- Flame Resistance: Conforms to NFPA #701. The manufacturer only shall treat material for flame resistance. On-site or bidder applied treatments are unacceptable.
- Colors: Chosen at time of order from standard selections
- All bottom hems of curtains (including stage drape, cycloramas, and side legs) extending to floor shall be approximately 6" deep with a rust-resistant chain or other approved weights encased in a separate sleeve or pocket mounted at the top of hems to reduce any abrasion wear.

• Shall be KM Fabrics "Memorable" or equal.

- Weight per lineal yard: 25 oz. minimum prior to fireproofing.
- 100% cotton fiber (velour).
- Width: 54 inches, minimum.
- Flame Resistance: Conforms to NFPA #701. The manufacturer only shall treat material for flame resistance. On-site or bidder applied treatments are unacceptable.
- Colors: Chosen at time of order from standard selections
- All bottom hems of curtains (including stage drape, cycloramas, and side legs) extending to floor shall be approximately 6" deep with a rust-resistant chain or other approved weights encased in a separate sleeve or pocket mounted at the top of hems to reduce any abrasion wear.

• Shall be KM Fabrics "Majestic" or equal.

- Weight per lineal yard: 25 oz. minimum prior to fireproofing.
- 100% cotton fiber (velour).
- Width: 54 inches, minimum.
- Flame Resistance: Conforms to NFPA #701. The manufacturer only shall treat material for flame resistance. On-site or bidder applied treatments are unacceptable.
- Colors: Chosen at time of order from standard selections
- All bottom hems of curtains (including stage drape, cycloramas, and side legs) extending to floor shall be approximately 6" deep with a rust-resistant chain or other approved weights encased in a separate sleeve or pocket mounted at the top of hems to reduce any abrasion wear.

• Shall be KM Fabrics "Magic" or equal.

- Weight per lineal yard: 32 oz. minimum prior to fireproofing.
- 100% cotton fiber (velour).
- Width: 54 inches, minimum.
- Flame Resistance: Conforms to NFPA #701. The manufacturer only shall treat material for flame resistance. On-site or bidder applied treatments are unacceptable.
- Colors: Chosen at time of order from standard selections
- All bottom hems of curtains (including stage drape, cycloramas, and side legs) extending to floor shall be approximately 6" deep with a rust-resistant chain or other approved weights encased in a separate sleeve or pocket mounted at the top of hems to reduce any abrasion wear.

4.2 CYCLORAMA, BAFFLES AND SIDE LEGS:

• Shall be Oxford "Chevron" (Repp) or equal.

- 100% cotton material.
- Width: 54 inches, minimum.
- Colors: Chosen at time of order from standard selections
- Flame Resistance: Conforms to NFPA #701. Material shall be treated for flame resistance by the manufacturer only. On-site bidder applied treatments are unacceptable.

• Shall be Nassau "Chevron" (Repp) or equal.

- 100% cotton material.
- Width: 54 inches, minimum.
- Colors: Chosen at time of order from standard selections
- Flame Resistance: Conforms to NFPA #701. Material shall be treated for flame resistance by the manufacturer only. On-site bidder applied treatments are unacceptable.

• Shall be KM Fabrics "Commando" or equal.

- Weight per lineal yard: 16 oz. minimum prior to fireproofing.
- 100% cotton fiber.
- Width: 54 inches, minimum.
- Flame Resistance: Conforms to NFPA #701. The manufacturer only shall treat material for flame resistance. On-site or bidder applied treatments are unacceptable.
- Colors: Chosen at time of order from standard selections
- All bottom hems of curtains (including stage drape, cycloramas, and side legs) extending to floor shall be approximately 6" deep with a rust-resistant chain or other approved weights encased in a separate sleeve or pocket mounted at the top of hems to reduce any abrasion wear.

4.3 LINING:

• Shall be KM Fabrics "Denim lining cloth" or equal.

- Medium weight 100% cotton fiber.
- Width: 54 inches, minimum.
- Flame Resistance: Conforms to NFPA #701. The manufacturer only shall treat material for flame resistance. On-site or bidder applied treatments are unacceptable.
- Colors: Chosen at time of order from standard selections
- All bottom hems of curtains (including stage drape, cycloramas, and side legs) extending to floor shall be approximately 6" deep with a rust-resistant chain or other approved weights encased in a separate sleeve or pocket mounted at the top of hems to reduce any abrasion wear.

4.4 FRINGE:

• Shall be fire-resistant material.

- Shall be "bullion-type" trim. 6" overall finish height.
- Color to be chosen at time of order from standard selections

4.5 EXISTING TRACKS:

If a given job is to replace stage drapes and curtains while using existing tracks, the successful vendor shall be required to inspect, make necessary adjustments, and clean and lubricate existing tracks and hardware to provide for smooth and proper operation of system. Existing track shall be used, unless otherwise directed.

4.6 TRAVERSING STAGE TRACK:

• Shall be Automatic Devices Co., "Besteel" # 280, or equal.

- ❖ Furnish and install complete assembly with necessary ball bearing, end block pulleys, floor pulley, track carriers and master carriers with trim chain, guides, polyester cord for traversing operation, splicing clamps, all fasteners, and all other necessary accessories for complete operation.
- ❖ Track to be mounted to existing ceiling system wherever possible. Distance between hangers shall not exceed seven (7) feet.

• Shall be Automatic Devices Co., "Besteel" # 170, or equal.

- Furnish and install complete assembly with necessary ball bearing, end block pulleys, floor pulley, track carriers and master carriers with trim chain, guides, polyester cord for traversing operation, splicing clamps, all fasteners, and all other necessary accessories for complete operation.
- Track to be mounted to existing ceiling system wherever possible. Distance between hangers shall not exceed six (6) feet.

4.7 CYCLORAMA WALK-ALONG TRACK:

• Shall be Automatic Devices Co., Besteel #173, or equal.

- Furnish and install complete assembly with flexible curvature I-beam track, or equal, to accommodate a wide radius range, complete with carriers, guides, all fasteners and ceiling (or hanging) anchor clamps, splicing clamps, and all other necessary accessories for complete operation.
- Track to be mounted to existing ceiling system wherever possible.

4.8 STUDIO TRACK:

• Shall be II gauge extruded aluminum I-Beam construction consisting of a center grid and top, intermediate and bottom flanges. Automatic Devices Co., RIG-I-FLEX Model #142R, or equal.

- Furnish and install complete assembly with flexible curvature I-beam track to accommodate a wide radius range, complete with carriers, guides, all fasteners and ceiling (or hanging) anchor clamps, splicing clamps, and all other necessary accessories for complete "walk-along" operation.
- Track shall be rigidly supported from ceiling clamps (Model 1423) or hanging clamps (Model 4208).
- If not possible, vendor shall install Support Assembly.
- Vendor must conform to all applicable building codes.

4.9 CURVES: (90 deg, 75 deg, 60 deg, 45 deg)

• Shall be Automatic Devices Co., #1752 (90 deg), #1753(75 deg), #1754 (60 deg), or #1755 (45 deg), or equal.

- Furnish and install complete assembly with flexible curvature track, or equal, to accommodate a wide radius range, complete with carriers, guides, all fasteners and ceiling (or hanging) anchor clamps, splicing clamps, and all other necessary accessories for complete operation.
- Track to be mounted to existing ceiling system wherever possible.

4.10 PIPE, SUPPORT ASSEMBLY: (Battens)

4.10.1 Pipe, to be used if required, shall be a minimum of 1 1/4" diameter steel support, or equal. Pipe shall be used for supporting tracks, curtains, etc., where necessary for proper operation.

4.11 LABELS:

4.11.1 All curtain material shall have permanent labels stating material is flame resistant as per NFPA #701 and as specified herein. The labels shall be located in such a manner that they can be read while standing on the platform floor level (stage).

4.12 50% FULLNESS:

4.12.1 All stage curtain, side legs, baffles, and cyclorama material shall be installed with 50% fullness, minimum for optimum operation and finished appearance. Locate pleats 12" on center, closed at back. Cross seams are unacceptable. All curtains to be hung with rustproof brass grommets or approved equivalent.

4.13 INITIATION, INSTALLATION AND COMPLETION OF WORK:

4.13.1 SITE MEASUREMENTS: Within ten (10) calendar days of request, the successful vendor shall visit the job site, and familiarize themselves with existing conditions. The successful vendor will provide the required job measurement and detailed proposal to the Knox County Schools. Measurements for material and condition of existing track and hardware shall be assessed. The vendor shall be responsible for accurately measuring each job and providing proper amount of materials. The vendor shall immediately notify the Knox County Schools if existing tracks cannot be utilized or if any extenuating conditions are thought to exist.

4.13.2 **FAMILIARITY WITH WORK SITE:** The successful vendor shall be responsible for properly assessing work conditions at job site prior to initiating work. All suspect problem areas shall be brought to the Knox County Schools attention immediately. It is the successful vendor's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from academic or other school activities. Arrangements for inspection of facilities and/or activity schedules may be secured from the Office of the School Principal. The successful vendor shall schedule all visits to facilities with the Office of the School Principal prior to visiting.

4.13.3 **BID PRICES:** Bid prices, as bid, shall include all labor charges for a complete and proper installation/operation of stage curtain system. Work shall commence when a Purchase Order is issued. No work shall commence without a Purchase Order.

4.13.4 **FRINGE MATERIAL FOR STAGE CURTAIN:** If the original drape/valance had fringe, then the replacement drape/valance will also have fringe unless decided otherwise by KCSMO. Installation cost of fringe material if required shall be included in the applicable prices.

4.13.5 **INSTALLATION COSTS:** Installation costs shall not include any extenuating and extraordinary costs such as requiring electric high lifts, repairs to inferior ceiling structure integrity, etc. These extra costs may be separately itemized on the vendor's bid for the job, but under no circumstances shall the vendor proceed with such extras without expressed written permission from Knox County. Installation of side legs and/or baffles shall be included in the installation prices.

4.14 **INSTALLATION:** Maximum deflection for a support assembly for track shall not Length of Span/180, 1-1/4" diameter pipe may be used for support assembly, if required. Installation cost of pipe must be included in the material price. Attach track assembly to existing ceiling members, as directed by manufacturer, unless otherwise directed by KCSMO. Finished curtains shall hang approximately one (1) inch above platform floor when complete. Provide adequate amount of trim chain(s) at track carriers to allow for vertical adjustments. Install side legs and baffles as directed by manufacturer and as space and fastening areas allow. KCSMO shall be responsible for determining that an extenuating situation exists and shall be responsible for any repairs that prevent the vendor from proper installation and operation of the curtain system.

4.15 **DEBRIS:** The vendor shall be responsible for all removal and proper disposal of any existing drapes, tracks, hardware, etc., as applicable. If there might be extensive damage caused during the removal of existing tracks, etc., the school principal and the KCSMO must be notified prior to removal. All removal costs shall be included in the installation prices bid. Knox County Schools shall be responsible for any major repairs required prior to installation of new curtain systems. Vendor shall be responsible for the prompt removal of all debris from the school area, which is a result of this service or delivery. School trash receptacles/dumpsters will not be used under any circumstances for disposal of old stage drapes and/or hardware.

Note: Bidders need not to return pages 1-13. Only return pages 14-18.

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3653, STAGE CURTAINS AND RIGGING SERVICES

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 I Acknowledge the Receipt Of: (Please Write "Yes" If You Received One)

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

5.10 Do you accept the Terms and Conditions of the bid? Yes _____ No _____

With Exceptions _____

5.11 Will you accept e-commerce payments as per Section 1.17? 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 3.10? Yes _____ No _____

5.14 Did you include the Insurance Checklist as per Section 3.13? Yes _____ No _____

5.15 List Warranty (use a separate sheet of paper if necessary)_____

_____

_____

5.16 Labor cost per hour for Rigging Installation $_____

5.17 Labor cost per hour for Stage Curtain Installation $ _____

5.18 List the number of business days for delivery after receiving a Purchase Order: _____

SECTION V VENDOR INFORMATION AND PRICING CON'T

Vendor _____

5.19 Pricing

Fabric	If bidding alternate list brand	Price per fabricated square yard
KM Cotton Velour 16 oz Princess Velour		
KM Cotton Velour 21 oz Marvel Velour		
KM Cotton Velour 25 oz Memorable Velour		
KM Cotton Velour 25 oz Majestic Velour		
KM Cotton Velour 32 oz Magic Velour		
Cotton Fabric Atlas Oxford 18 oz		
Cotton Fabric Nassau Chevron 18 oz		
Cotton Fabric Commando 16 oz		
KM Polyester Velour 13 oz Plateau Velour		
KM Polyester Velour 20 oz Crescent Velour		
KM Polyester Velour 25 oz Prestige Velour		
KM Polyester Velour 25 oz Charisma Velour		
KM Polyester Velour 32 oz Royale Velour		
Polyester Fabric 16 oz Augusta (Black only)		
Polyester Fabric Chevron 2000		
Polyester Fabric Showtex Liner		

Note: Flame resistance conforms to NFPA #701.

5.20 Percentage Discount off Rigging and list the brands/catalogs ____%

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3653

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 #3653

Stage Curtains and Rigging Services

Copy

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3653, STAGE CURTAINS AND RIGGING SERVICES

5.1 Vendor Name School + Office Supply

5.2 Vendor Address 10653 Dutchtown Rd

City Knoxville State TN Zip 37932

5.3 Telephone Number 865-386-5801 Fax Number _____

5.4 Vendor Number as assigned by the Knox County Procurement Division 11819

5.5 Contact Person Jonathan Johnson

5.6 Contact Person's email address Jonathan.Johnson@awos.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 _____ (Sign in blue ink)

5.8 Vendor's Knox County Business License Number 0101260333
(If Applicable) *Attach A Copy Of The License.*

5.9 I Acknowledge the Receipt Of: (Please Write "Yes" If You Received One)

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

5.10 Do you accept the Terms and Conditions of the bid? Yes X No _____

With Exceptions Added a charge for track + rigging inspection if needed.
Ability to increase price depending on tariff impacts.

5.11 Will you accept e-commerce payments as per Section 1.17? 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 3.10? Yes X No _____

5.14 Did you include the Insurance Checklist as per Section 3.13? Yes _____ No _____

5.15 List Warranty (use a separate sheet of paper if necessary) _____

2 years drapes

Rigging as per manufacturer hardware. New work is 1 year for us; Typically 5 years

5.16 Labor cost per hour for Rigging Installation $ 140 per person

5.17 Labor cost per hour for Stage Curtain Installation $ 95.00

5.18 List the number of business days for delivery after receiving a Purchase Order: 32-35

SECTION V VENDOR INFORMATION AND PRICING CON'T

Vendor School + Office

5.19 Pricing

Fabric	If bidding alternate list brand	Price per fabricated square yard
KM Cotton Velour 16 oz Princess Velour	Flameproofing leeches out + causes dust on face	34.00
KM Cotton Velour 21 oz Marvel Velour		34.65
KM Cotton Velour 25 oz Memorable Velour		35.65
KM Cotton Velour 25 oz Majestic Velour		38.38
KM Cotton Velour 32 oz Magic Velour		43.12
Cotton Fabric Atlas Oxford 18 oz	Only Available in Black	28.68
Cotton Fabric Nassau Chevron 18 oz		31.00
Cotton Fabric Commando 16 oz	Recommend 16 oz Poly Ovation	27.00
KM Polyester Velour 13 oz Plateau Velour	Issue tears @ seams like perforated paper	31.88
KM Polyester Velour 20 oz Crescent Velour		36.25
KM Polyester Velour 25 oz Prestige Velour		46.40
KM Polyester Velour 25 oz Charisma Velour		52.00
KM Polyester Velour 32 oz Royale Velour		53.06
Polyester Fabric 16 oz Augusta (Black only)	Ovation Black IFR Poly	32.25
Polyester Fabric Chevron 2000	Stretches	40.00
Polyester Fabric Showtex Liner	Poly Poplin IFR Lining Black	20.00

Note: Flame resistance conforms to NFPA #701.

5.20 Percentage Discount off Rigging and list the brands/catalogs 0 %

ADC, Thern, ETC, H+H, Clancy, Marlow

Pricing: would want the ability to increase pricing based on tariff impacts (Knox County would receive proper documentation).

Additional Pricing:

15oz Prism Velour	36.56
22oz Prism Velour	47.10

Track inspection:

Most inspections will be from us + no charge. However, if new track or the existing is in poor shape, then an expert will need to come in for a complete inspection.

- Rigging inspection of all components of dead hung + counterweight rigging system, includes equipment (lift), travel time, lodging, and written report following inspection. $10,000
- School rents lift: $5400

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3653

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: Tak Insurance Group AUTHORIZING SIGNATURE: _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: Jonathan Johnson 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, Jonathan Johnson, President or other Principal

Officer of School + Office Supply, 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: School + Office Supply
Name of Company

STATE OF TENNESSEE}
COUNTY OF Knox }

Subscribed and sworn before me by Jonathan Johnson,

President or Principal Officer of School + Office Supply,

On this 3rd day of Apr 2025.

Melissa Beyer
Notary Public

My Commission expires: 4/10/2027

MELISSA BEYER STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY My Commission Expires April 10, 2027

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, Jonathan Johnson, President or other Principal Officer of School + office Supply (Name of Company), swear or affirm that the 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: School + office Supply
Name of Company

STATE OF TENNESSEE }
COUNTY OF }

Subscribed and sworn before me by Jonathan Johnson,

President or Principal Officer of School + office Supply,

On this 3rd day of Apr 2025.

Melissa Beyer
Notary Public

My Commission expires: 4/10/2027

MELISSA BEYER
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY
My Commission Expires April 10, 2027

Bid No: 00003653

(11819) SCHOOL AND OFFICE SUPPLY
<Quote:00012239>
P O BOX 23209

Open Date: 05/14/25
Open Time: 02:03

KNOXVILLE, TN 37933-1209
US
Delivery Date:
Delivery Days: 0
Terms:

Item		Quantity	UOM		
<001	Labor cost per hour	1.00	HR	$140.00	$140.00
<002	Labor cost per hour	1.00	HR	$95.00	$95.00
<003	KM Cotton Velour 16	1.00	SQYD	$34.00	$34.00
<004	KM Cotton Velour 21	1.00	SQYD	$34.65	$34.65
<005	KM Cotton Velour 25	1.00	SQYD	$35.65	$35.65
<006	KM Cotton Velour 25	1.00	SQYD	$38.38	$38.38
<007	KM Cotton Velour 32	1.00	SQYD	$43.12	$43.12
<008	Cotton Fabric Atlas	1.00	SQYD	$28.68	$28.68
<009	Cotton Fabric Nassau	1.00	SQYD	$31.00	$31.00
<010	KM Polyester Velour	1.00	SQYD	$27.00	$27.00
<011	KM Polyester Velour	1.00	SQYD	$31.88	$31.88
<012	KM Polyester Velour	1.00	SQYD	$36.25	$36.25
<013	KM Polyester Velour	1.00	SQYD	$46.40	$46.40
<014	KM Polyester Velour	1.00	SQYD	$52.00	$52.00
<015	Polyester Fabric 16	1.00	SQYD	$53.06	$53.06
<016	Polyester Fabric Che	1.00	SQYD	$32.25	$32.25
<017	Polyester Fabric Sho	1.00	SQYD	$40.00	$40.00
<018	Cotton Fabric Comman	1.00	SQYD	$20.00	$20.00

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Stage Curtains and Rigging Services Bid #3653

Knox County Procurement has the contract.

Cost to Knox County Schools

not to exceed $125,000 annually

Description and Type of Funding Source

144-172620XX-541870

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

RLA-17497 **R-25-7-216**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Fund Balance Designation (General Purpose School Fund) in the amount of $8,535,114.00 for Capital Plan Supplemental Funding, a QSCB Bond Payoff, and Time and Attendance Software.
(Schools)

Attachments

Resolution

Detail

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A FUND BALANCE DESIGNATION (GENERAL PURPOSE SCHOOL FUND) IN THE AMOUNT OF $8,535,114.00 FOR CAPITAL PLAN SUPPLEMENTAL FUNDING, A QSCB BOND PAYOFF, AND TIME AND ATTENDANCE SOFTWARE.

RESOLUTION: **R-25-7-216**

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 General Purpose School Fund Balance currently exceeds the three percent (3%) of the budgeted annual operating expenses for the current fiscal year that is required by state law to be maintained in fund balance; and

WHEREAS, state law requires that an appropriation from funds in excess of three percent (3%) of the Knox County Schools operating budget be submitted to, and approved by, the Knox County Commission; and

WHEREAS, Knox County Schools has requested a General Purpose School Fund Balance Designation in the amount of $8,535,114.00 for Capital Plan Supplemental Funding, a QSCB Bond Payoff, and Time and Attendance Software; and

WHEREAS, the Knox County Board of Education approved this Fund Balance Designation at its regularly scheduled meeting on July 10, 2025.

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

The Knox County Commission hereby approves a Fund Balance Designation from the General Purpose School Fund in the amount of $8,535,114.00 for Capital Plan Supplemental Funding, a QSCB Bond Payoff, and Time and Attendance Software, as further detailed in the documentation attached hereto as Exhibit A and incorporated herein by reference.

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

TO: Jennifer Hemmelgarn, Assistant Superintendent of Business and Talent

FROM: Ron McPherson, CFO

DATE: June 9, 2025

RE: Proposed Fund Balance Designation

I request that the following fund balance designations totaling $8,535,114 be placed on the Board of Education's July 10, 2026 agenda for consideration of approval.

Capital Plan Supplemental Funding - $4,400,000
This amount, as part of the approved FY26 capital plan, will be transferred from General Purpose Fund Balance into the School Construction Fund. Doing so mitigates debt levels that otherwise would have been incurred through general obligation bond issuances.

Qualified School Construction Bond (QSCB) Payoff - $4,000,114
Payoff the remaining three years of debt service obligations resulting from QSCB Bond Series 2010. This action was discussed during the FY26 General Purpose budget deliberation. This one-time payoff from GP Fund Balance to the county-wide Debt Service Fund will create $3.24 million of annual capacity within the FY26 GP budget and will avoid three years-worth of interest charges totaling $2.97 million.

Time and Attendance Software - $135,000
Amount includes base quote of $128,000 plus contingency of $7,000. This cloud-based solution (called ExecuTime) would integrate with our current payroll/HR system (Munis) to modernize workforce management, strengthen internal controls, improve data accuracy and align district operations under one streamlined platform by replacing outdated and inefficient manual processes.

c. Garfield Adams, Assistant Superintendent of Operations
Doug Shover, Executive Director of Facilities and New Construction
Ashley Huffaker, Executive Director of Staffing and Compensation

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of July, 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 #: 25-435

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 6/23/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Request fund balance designations in the amount of $8,535,114 summarized below (see attached memo):

Capital Plan Supplemental Funding $4,400,000
QSCB bond payoff $4,000,114
Time and Attendance Software $135,000

Cost to Knox County Schools

$8,535,114

Description and Type of Funding Source

General Purpose Fund Balance

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

RLA-17498 **R-25-7-217**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Elementary School Dental Program Agreement with Elgin Children's Foundation for the term of July 1, 2025 through June 30, 2026 and an Elgin Children's Foundation Grant up to $8,000.00 for student transportation costs associated with the program.
(Schools)

Attachments

Resolution

Agreement

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN ELEMENTARY SCHOOL DENTAL PROGRAM AGREEMENT WITH ELGIN CHILDREN'S FOUNDATION FOR THE TERM OF JULY 1, 2025 THROUGH JUNE 30, 2026 AND AN ELGIN CHILDREN'S FOUNDATION GRANT UP TO $8,000.00 FOR STUDENT TRANSPORTATION COSTS ASSOCIATED WITH THE PROGRAM.

RESOLUTION: **R-25-7-217**

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 an Elementary School Dental Program Agreement with Elgin Children's Foundation for the operation of an Elementary School Dental Program to provide free dental care and treatment to qualified children at selected schools; and

WHEREAS, the aforesaid Agreement sets forth the terms and conditions for the program and provides that Elgin Children's Foundation will reimburse Knox County Schools up to $8,000.00 for the transportation of students to and from local dentists for treatment; and

WHEREAS, the Agreement is effective beginning July 1, 2025 and ending June 30, 2026 and may be extended for additional one (1) year periods by agreement of the parties up to a total of five (5) years; and

WHEREAS, at its regularly scheduled meeting on July 10, 2025, the Knox County Board of Education approved the attached Elementary School Dental Program Agreement and Elgin Children's Foundation Grant for the aforesaid purpose.

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

The Elementary School Dental Program Agreement with Elgin Children's Foundation for the operation of an Elementary School Dental Program 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 Elementary School Dental Program Agreement with Elgin Children's Foundation for the operation of an Elementary School Dental Program 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, the Knox County Commission hereby authorizes the acceptance of the Elgin Children's Foundation Elementary School Dental Grant in an amount up to $8,000.00 for student transportation costs associated with the program, as further detailed in the attached Elementary School Dental Program Agreement.

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

ELEMENTARY SCHOOL DENTAL PROGRAM AGREEMENT

Elgin Children's Foundation (the "**Foundation**") has selected Knox County Schools, a political subdivision of the State/Commonwealth of Tennessee, within the meaning of Section 170(c)(1) of the Internal Revenue Code of 1986 (the "**District**") as a participant in the Elgin Children's Foundation Elementary School Dental Grant (the "**Grant**"), subject to the terms and conditions of this Elementary School Dental Program Agreement (the "**Agreement**") set forth below.

Article I

Description of Program

1.1 Description of Program. The Foundation provides financial support for the operation of an Elementary School Dental Program (the "**Program**") to provide free dental care and treatment to qualified children at selected schools. The District will be responsible for the coordination and implementation of the Program.

Article II

Obligations of the District

2.1 Obligations of the District. For all grades pre-Kindergarten through sixth grade, the District shall participate in and implement the Program pursuant to the guidelines set forth in the Dental Grant Handbook, which is attached hereto as Exhibit A and incorporated herein by reference (the "**Handbook**").

Article III

Obligations of the Foundation

3.1 Duties and Obligations of the Foundation. The Foundation will pay dental care providers for dental services provided to qualified students in accordance with the Dental Grant Handbook. The Foundation will reimburse the District for the safe transportation of students to and from local dentists for treatment in an amount not to exceed **$8,000.00**. Expected reimbursement rates will be consistent with the attached transportation rates in Exhibit B. The District will invoice the Foundation for transportation on or before June 30, 2026.

Article IV

Other Provisions

4.1 Exempt Status. The District represents that it is a public school system under the laws of the State/Commonwealth of Tennessee and that it has the authority under state law to conduct the Program, enter into and abide by the terms of this Agreement and that the Program will be used for exclusively public purposes, consistent with each of the terms and conditions of this Agreement.

4.2 Indemnification. To the extent permitted by law, the District agrees to indemnify and hold the Foundation and its contractors harmless from and against all claims, damages, judgments, assessments, expenses ~~(including reasonable attorneys' fees)~~ and other liabilities arising from the District's implementation and operation of the Program.

4.3 Term of Program. The Program period will begin upon written acceptance of the Grant by both parties as evidenced by execution of this Agreement; and will be for one year beginning July 1, 2025, and ending June 30, 2026. By agreement of both parties, the Grant may be extended for additional one (1) year periods. The District acknowledges that the Foundation does not assume, by entry into this Agreement, any obligation to provide other or future support for the Program, beyond the currently effective period.

up to a total of five (5) years.

4.4 Cancellation of Grant.

a. If the District fails, within 10 days after notice from the Foundation, to perform any of its duties under this Agreement, the Foundation may, at any time thereafter, in the Foundation's sole discretion, cancel this Agreement and terminate the Grant.

b. Either party may cancel this Agreement and discontinue participation in the Program with or without cause, upon thirty (30) days' written notice.

c. In the event of any cancellation of the Program, the Foundation will, nevertheless, pay for the services properly provided pursuant to the Handbook prior to notice of cancellation.

4.5 Publicity. Any news releases or other publicity with respect to the Program shall be coordinated with and require written approval of the Foundation.

4.6 Notices. Notices under this Agreement shall be in writing and shall be deemed to be given when delivered or mailed by registered or certified mail as follows:

If to the Foundation: Elgin Children's Foundation
Attention: Tracy Farmer
Director of Dental Operations
38 Owens Road
Manchester, KY 40962
Email: tracy@elginfoundation.org

With a copy to: Bradley Arant Boult Cummings LLP
Two Lakeside Center
2095 Lakeside Centre Way, Suite 110
Knoxville, TN 37922
Attention: Kacie McRee, General Counsel
Email: kmcree@bradley.com

To the District Knox County Schools
PO Box 2188
Knoxville, TN 37901
Attention: Lisa Wagoner
Email: lisa.wagoner@knoxschools.org

4.7 Waiver. No waiver of any right under this Agreement shall be effective unless set forth in a notice from the party possessing such right to the other party, and the exercise by either party of any right or remedy under this Agreement shall not thereafter prevent that party from exercising any other rights or remedy.

4.8 Due Execution and Authorization. The undersigned representative of the District warrants and represents that he/she is duly authorized to execute and deliver this Agreement, and to bind the District to the performance hereof, that all actions and approvals required in connection herewith have occurred, and that there is no law, contract, regulation or ordinance which restricts or prohibits the District from entering into or performing this Agreement.

4.9 Relationship of Parties. Nothing in this Agreement is intended to create a partnership, joint venture or principal and agent or other relationship. The only rights or obligations between the parties shall be as set forth herein. Neither party has the authority to bind the other party or incur any obligation on behalf of the other party.

4.10 Governing Law. This Agreement shall be deemed to be entered into and formed in Knoxville, Tennessee and shall become effective when the Foundation receives signed counterpart

of this instrument bearing the District's acceptance.

4.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement, and shall become effective when each party has received counterparts signed by each of the other parties, it being understood and agreed that delivery of a signed counterpart signature page to this Agreement by facsimile transmission, by electronic mail in portable document format form or other similar form (e.g., .pdf, .jpeg, .TIFF), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document (e.g., through e-signature applications such as DocuSign) (each of the foregoing, an "***Electronic Signature***") shall constitute valid and sufficient delivery thereof provided that a party with the intent to sign this Agreement executes the Electronic Signature. Any Electronic Signature executed by a party shall be deemed to be an original signature hereto. Any executed counterpart which is transmitted to a party or its attorneys by facsimile or electronic mail transmission shall be deemed to have been properly executed and delivered by all parties executing such counterpart for all purposes hereof to the same effect as if such original executed counterpart was delivered to a party or its attorneys.

4.12 Miscellaneous. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement and supersedes all prior written or unwritten arrangements or understandings with respect thereto. All parties represent that they are not relying on any representation, statement, or action by any other party except as expressly stated herein. The descriptive headings of this Agreement are for convenience only. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, heirs, beneficiaries, fiduciaries, personal representatives, and executors. This Agreement shall be deemed to have been jointly prepared and shall not be construed strictly against the drafter thereof. This Agreement may not be modified, amended, or revoked, except in a writing signed by all parties. This provision may not be orally waived.

[*Remainder of page intentionally left blank; signatures on the following page.*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date next to its signature below.

FOUNDATION:

ELGIN CHILDREN'S FOUNDATION

By: _____
Name: Tracy Farmer
Title: Director of Dental Programs

Date: _____

DISTRICT:

KNOX COUNTY SCHOOLS

By: _____
Name: Dr. Jon Rysewyk
Title: Director of Schools

Date: _____

Foundation Legal Approval:

By: _____
Name: Bradley Arant Boult Cummings LLP
Its: Outside General Counsel

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of July, 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 #: 25-427

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 6/30/2025

Exhibit A

Dental Grant Handbook

SCHOOL-BASED DENTAL PROGRAM
PROGRAM GUIDELINES AND PROCEDURES FOR SCHOOLS

OVERVIEW

The Dental Program Handbook represent the Foundation's expectations as to the district's operation of the Program, including an initial dental health screening and subsequent dental work/treatment for qualified elementary students. The school districts will strive to arrange an initial dental screening for 90% of qualified students and arrange for at least 90% of students identified as a #1 and #2 to receive treatment

Participating Districts should use the following guidelines and procedures to provide the above-described screenings and dental treatments. The objective of these guidelines is to make the process as efficient as possible and may be modified from time-to-time by the Foundation. The handbook will include sample forms for facilitating the program. Forms will reflect the school district name, address, and contact information. The Foundation will not be named on any forms, correspondence, and/or media releases regarding the school-based dental program without prior approval.

TRAINING (SUMMER)

Each participating school district should name one (1) District Dental Liaison and one (1) School-based Dental Liaison for each elementary school. The Foundation will train each dental liaison in procedures for dental screenings, recordkeeping (data) and retention, transportation, and authorization for noninsured students to be considered for financial assistance from the Foundation for treatment costs.

SCREENING PERMISSION (LATE AUGUST)

School-based Dental Liaisons will facilitate the collection of Dental Screening Permission Forms. If Dental Screening Forms must be signed, they will be included in the initial school registration packets/parent handbooks with a deadline date for return no later than **September 30.** The district needs to maintain these permissions for at least **four** years.

SCREENING (EARLY FALL)

Dental professionals will travel to partnering schools as volunteers to conduct dental screenings, using a space in each school identified and secure by school officials. A dental professional will complete a Dental Screening Score form for every student screened at the time of the screening/examination, of which a copy will be sent home to parents. Screenings will occur *August through October and are to be*

completed by October 31st.

School officials should send home forms to parents to secure permission for the transportation and dental treatment of their children.

TREATMENT (T0 BEGIN AFTER SCREENINGS)

The school-based dental liaison will work in coordination with the partnering dentist to schedule initial and follow up appointments for students requesting treatment, focusing first on students with the most urgent need (Dental Screening Scores #1 & #2) and then students needing preventive treatment such as sealants and cleanings (Dental Screening Scores #3). **The school-based dental liaison will be responsible for scheduling bus transportation** to the dentist and submitting the student passenger lists to the district dental liaison on a weekly basis. The dentist should also receive a copy of the bus transportation student list.
Once a treatment plan is prepared, dental offices may send home a student's treatment plan to parents. Extraordinary care will be given to students who scored a #1 or #2 on their Dental Screening. A Dental Screening Score of #1 or #2 may involve school nurses/social workers/staff doing home visits as necessary to obtain the necessary permission for treatment.

TREATMENT PROCEDURE (ON GOING)

The dental office should communicate weekly with the school-based dental liaison to advise what children need follow-up dental appointments. A student passenger list can be created for the children scheduled for transportation. This list should be finalized at least one week before scheduled appointments for the dental office to establish whether the child has Medicaid or other insurance. Children who do not have Medicaid and are requesting financial assistance from The Foundation **SHOULD NOT** be transported to the dental office for treatment **UNTIL** a Form 409 Financial Assistance form has been signed.

TREATMENT REPORTING (MONTHLY)

Dental treatment data will be tracked by the school-based dental liaison by obtaining the list of students being transported to the dental office. The school-based liaison will enter the data into the reporting form provided by their Elgin State Dental Coordinator. **Each dental liaison should complete and submit the report to the state coordinator by email or text no later than the 15th of each month.**

TRANSPORTATION COSTS (JUNE 30)

The Foundation will reimburse the district at the rate specified in the yearly contract signed by school districts for safe transportation of students to and from a local dentist for treatment.
Instructions for submitting a dental invoice for transportation reimbursement:

- Participating districts will invoice the Foundation for transportation on or before June 30th.
- Transportation should be logged per individual trip with the following information:
    - Date of trip
    - School name
    - Dental office
    - Route trip mile with fix rate withing the districts MOU
    - The above information should be compiled on a single invoice (Exhibit F) and sent to your State Coordinator.

Exhibit B

2025-26 Title I Schools

SCHOOL	1	2	3	4	5	6	7	8	9	10	10-16	17-24	25+
Adrian Burnett	$20	$40	$60	$80	$100	$100	$100	$100	$100	$100	$100	$100	$100
Beaumont	$20	$40	$60	$80	$100	$100	$100	$100	$100	$100	$100	$100	$100
Belle Morris	$20	$40	$60	$80	$100	$100	$100	$100	$100	$100	$100	$100	$100
Chilhowee	$20	$40	$60	$80	$100	$100	$100	$100	$100	$100	$100	$100	$100
Christenberry	$20	$40	$60	$80	$100	$100	$100	$100	$100	$100	$100	$100	$100
Dogwood	$20	$40	$60	$80	$100	$100	$100	$100	$100	$100	$100	$100	$100
East Knox	$20	$40	$60	$80	$100	$100	$100	$100	$100	$100	$100	$100	$100
Green Magnet	$20	$40	$60	$80	$100	$100	$100	$100	$100	$100	$100	$100	$100
Inskip	$20	$40	$60	$80	$100	$100	$100	$100	$100	$100	$100	$100	$100
Lonsdale	$20	$40	$60	$80	$100	$100	$100	$100	$100	$100	$100	$100	$100
Maynard	$20	$40	$60	$80	$100	$100	$100	$100	$100	$100	$100	$100	$100
Mooreland Heights	$20	$40	$60	$80	$100	$100	$100	$100	$100	$100	$100	$100	$100
Norwood	$20	$40	$60	$80	$100	$100	$100	$100	$100	$100	$100	$100	$100
Pleasant Ridge	$20	$40	$60	$80	$100	$100	$100	$100	$100	$100	$100	$100	$100
Pond Gap	$20	$40	$60	$80	$100	$100	$100	$100	$100	$100	$100	$100	$100
Sarah M Greene	$20	$40	$60	$80	$100	$100	$100	$100	$100	$100	$100	$100	$100
South Knox	$20	$40	$60	$80	$100	$100	$100	$100	$100	$100	$100	$100	$100
Spring Hill	$20	$40	$60	$80	$100	$100	$100	$100	$100	$100	$100	$100	$100
Sterchi	$20	$40	$60	$80	$100	$100	$100	$100	$100	$100	$100	$100	$100
Sunnyview	$20	$40	$60	$80	$100	$100	$100	$100	$100	$100	$100	$100	$100
West Haven	$20	$40	$60	$80	$100	$100	$100	$100	$100	$100	$100	$100	$100
West View	$20	$40	$60	$80	$100	$100	$100	$100	$100	$100	$100	$100	$100

NOTE: Yellow highlighted amounts indicate a bus will be used
Amounts without highlighting indicate a shuttle would most likely be used.

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

To provide free dental services to Title I elementary schools.

Cost to Knox County Schools

$250-$2800 depending on end of year dental transportation cost

Description and Type of Funding Source

Elgin Foundation

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

RLA-17499 **R-25-7-218**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Donation Agreement with Big History Project, LLC for the term of August 1, 2025 through July 31, 2026 for the receipt of funds in the amount of $5,000.00 and curricular resources and professional learning support to include five (5) virtual learning events and two (2) cohort-specific meetings.
(Schools)

Attachments

Resolution

Agreement

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A DONATION AGREEMENT WITH BIG HISTORY PROJECT, LLC FOR THE TERM OF AUGUST 1, 2025 THROUGH JULY 31, 2026 FOR THE RECEIPT OF FUNDS IN THE AMOUNT OF $5,000.00 AND CURRICULAR RESOURCES AND PROFESSIONAL LEARNING SUPPORT TO INCLUDE FIVE (5) VIRTUAL LEARNING EVENTS AND TWO (2) COHORT-SPECIFIC MEETINGS.

RESOLUTION: **R-25-7-218**

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, Big History Project, LLC desires to donate to the Knox County Schools Social Studies Department the amount of $5,000.00 and curricular resources and professional learning support to include five (5) virtual learning events and two (2) cohort-specific meetings; and

WHEREAS, the proposed Donation Agreement sets forth the terms, conditions and responsibilities of the parties with respect to the donations; and

WHEREAS, the Donation Agreement is effective for the term of August 1, 2025 to July 31, 2026; and

WHEREAS, at its regularly scheduled meeting on July 10, 2025, the Knox County Board of Education approved the Donation Agreement with Big History Project, LLC.

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

The Donation Agreement with Big History Project, LLC for the receipt of funds in the amount of $5,000.00 and curricular resources and professional learning support to include five (5) virtual learning events and two (2) cohort-specific meetings 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 Donation Agreement with Big History Project, LLC 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

BIG HISTORY PROJECT

DONATION AGREEMENT

Donation Summary & Signatures

BETWEEN: **KNOX COUNTY SCHOOLS** "Donee," a tax-exempt organization based on Internal Revenue Code (IRC) _X_ Section 501(c)(3) **OR** ____ IRC Section 501(c)(4) **OR** ____ IRC Section 501(c)(6), with its head office located at:

400 W Summit Hill Drive
Knoxville, TN 37902
Primary Contact: Kristi Letsinger, K-12 Social Studies Instructional Facilitator, kristi.letsinger@knoxschools.org

AND: **BIG HISTORY PROJECT, LLC** "Donor"
4110 Carillon Point
Kirkland, WA 98033
Primary Contact: Becca Horowitz, Engagement Manager, becca.horowitz @gatesventures.com

DONATION AMOUNT: $5,000, for the term of August 1st, 2025, to July 31st, 2026. The Donation Amount will be paid in October of 2025.

INCORPORATED BY REFERENCE: The Project Proposal, incorporated by reference as Attachment A, and the Donation Terms and Conditions incorporated by reference as Attachment B.

THIS AGREEMENT is between Donor and Donee and is effective as of the date of last signature. Each party to the Agreement may be referred to individually as a "*Party*" and together as the "*Parties.*" As a condition of this donation, the Parties enter into this Agreement by having their authorized representatives sign below.

BIG HISTORY PROJECT, LLC ("DONOR")	**KNOX COUNTY SCHOOLS ("DONEE")**
_____	_____
Signature	Signature
_____	_____
Name and Title	Name and Title
_____	_____
Date	Date

ATTACHMENT A: PROPOSAL

Big History Project, LLC. agrees to:

1. **Resources and Support:** Donor will supply the Donee with curricular resources and professional learning supports in the form of five (5) virtual learning events and two (2) cohort-specific pre-post- virtual meetings.
2. **Online Teacher Community:** Donor will develop an online teacher community forum for Donee participants to share resources, materials, and insights from cohort.

Donee agrees to:

1. **Teacher Recruitment:** Donee will, in good faith, try to recruit a minimum of 30 teachers to participate in Donor's professional learning cohort throughout the term of this agreement.
2. **OER Material Usage:** Donee will, in good faith, encourage at least 30 teachers to implement Donee's curricular materials and sign up for an OER Project account during the duration of this agreement.
3. **Teacher Professional Learning and Coaching Work Participation**:
    a. Donee will select five dates from the existing OER Schedule, to be provided by Donor, that participants will attend. These sessions should align with Donee's goals and strategic instructional objectives.
    b. Donee will determine two (pre- post-) additional collaboration session dates where participants and members of Donor's staff will interact to discuss goals and insights.
4. **Local Administrator:** Donee will provide one local administrator point of contact to coordinate with teachers and promote/monitor the implementation of OER Project resources and participation in the cohort.

ATTACHMENT B: TERMS AND CONDITIONS

This Agreement is subject to the following terms and conditions.

[redacted]

Payments
Donor will make payments of funds according to the terms of this Agreement ("Donation Funds") and, where specified, contingent on Donee completion of the applicable target, milestone, or output. Donor may approve changes to the schedule from time to time and will confirm any such changes in writing.

Project Description and Purpose
Donor is providing Donee this donation to carry out the project described in the Proposal (the *"Project"*) in order to further the purposes and activities of the Donee set forth therein. Donor does not have power or authority to exercise control over Donee, and Donee has complete discretion and control over the Project and its activities.

[redacted]

Use of Funds
Donee shall use all Donation Funds in a manner that is consistent with, and in furtherance of, its charitable purposes and its entity status indicated on the first page of this Agreement. Donee may not use Donation Funds for any purpose other than the Project. Donee may not use Donation Funds to reimburse any expenses Donee incurred prior to the Agreement date.

Investment of Funds
Donee must invest Donation Funds in highly liquid investments in order to preserve the principal (e.g., interest-bearing bank accounts or a registered money market mutual fund).

[redacted]

Responsibility for Others
Donee is responsible for (a) all acts and omissions of any of Donee's trustees, directors, officers, employees, subcontractors, agents, and affiliates assisting with the Project, and (b) ensuring their compliance with the terms of this Agreement.

[redacted]

Anti-Corruption; Anti-Bribery
Donee will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone to improperly influence any act or decision relating to Donor or the Project, including by assisting any party to secure an improper advantage.

Lobbying and Other Rules
If Donee's tax-exempt status is based on Section 501(c)(3) of the IRC, Donee acknowledges that (a) Donor is not requiring Donee to engage in, and has not provided Donee with any direction or

requirement to support, lobbying activities or attempts to influence legislation, and (b) Donee does not engage in or support any political or election activities. In addition, and without regard to distinct tax-exempt classifications, Donee agrees to comply with any national, state, local, or other gift, and ethics rules applicable to the Project.

PUBLICITY

Publicity by Donor
Donor may include information about this donation, including Donee's name, in its periodic public reports, on its website and as part of press releases, public reports, social media posts, speeches, newsletters, tax returns and other public disclosure.

Publicity by Donee
Donee must obtain Donor's prior written approval before: (a) issuing a press release or other announcement regarding this donation; and (b) any use of Donor's name or logo

OTHER

Compliance with Laws
In carrying out the Project, Donee will comply with all applicable laws and regulations, and will not infringe, misappropriate, or violate the intellectual property rights of any third party.

Reliance
Donee acknowledges that Donor is relying on the information Donee provides in meetings and reports and in connection with any due diligence conducted before or during the term of this Agreement. Donee represents that Donor may continue to rely on this information and on any additional information Donee provides regarding activities and progress.

Indemnification
Donee agrees to indemnify, defend and hold Donor and its directors, officers, agents, employees, subcontractors, and affiliates harmless from and against any and all liability, loss, and expense (including reasonable attorneys' fees and expenses) or claims for injury or damages arising out of or resulting from, or that are alleged to arise out of or result from, the actions or omissions by Donee or any of Donee's directors, officers, agents, employees, subcontractors and affiliates with respect to this donation or the Project.

Not allowed under Tennessee law.

TERM AND TERMINATION

Term
This Agreement commences on the later of the two signature dates hereto and continues until the completion of the Project or until the Termination Date indicated on the first page of this Agreement, unless terminated earlier as provided in this Agreement.

Termination
Donor may modify, suspend, or discontinue any payment or terminate this Agreement if: (a) Donor is not reasonably satisfied with Donee's progress on the Project; (b) there are significant changes to Donee leadership or other factors that Donor reasonably believes may threaten the Project's success; (c) there is a change in Donee control; (d) there is a change in Donee's tax status, or (e) Donee fails to comply with the terms of this Agreement.

Record Keeping
Donee will maintain adequate accounting records related to this Donation and make such records available to enable Donor to monitor and evaluate the use of Donation Funds.

Survival
A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.

[redacted]

Entire Agreement and Amendments
This Agreement contains the entire agreement of the Parties and supersedes all prior agreements concerning its subject matter. Except as specifically permitted in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

Notices and Approvals
Written notices and approvals under this Agreement must be delivered by mail or email to the other Party's primary contact specified on the Donation Summary or as otherwise directed by the other Party.

Severability
Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement remains in effect.

Assignment
Donee may not assign, or transfer by operation of law or court order, any of its rights or obligations under this Agreement without Donor's prior written approval. This Agreement will bind and benefit any permitted successors and assigns.

Counterparts
This Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement.

Gift Acknowledgement
Donee agrees to provide Donor with a contemporaneous written gift acknowledgement reflecting its receipt of Donation Funds and indicating the extent to which the Donation Funds are tax deductible as charitable contributions or otherwise in compliance with IRC Section 170(f)(8) and the applicable regulations, or as otherwise required by law.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of July, 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 #: 25-438

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 6/23/2025

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Submitted on behalf of Katherine Shultz, Social Studies Supervisor: The Social Studies Department would like to work with OER (Open Educational Resources) to support World History teachers during the 2025-2026 school year. The donation would gift $5,000 to KCS to be used at the discretion of the Social Studies Department (funds can possibly be spent on stipends, substitutes for work days, teacher field trips, etc.) A cohort of 30 World History teachers will be selected and will be required to participate in four professional development opportunities during the school year. Additionally, teachers will be asked to incorporate OER resources as supplemental primary/secondary sources into their Tier 1 instruction. The KCS Social Studies Dept. will help teachers identify resources that align with state standards and how to use those in their classroom. OER may conduct in-person visits to cohort member's classes at no cost to KCS.

Cost to Knox County Schools

$0

Description and Type of Funding Source

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

RLA-17500 **R-25-7-219**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

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

Appropriation Required: NO

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 $59,352.55.
(Schools)

Attachments

Resolution

Grant/Donation Listing

1-UTK Donation

2-Dollar General Literacy Grant for West Haven ES

NEA Foundation Grant

UTK Donation

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 $59,352.55.

RESOLUTION: **R-25-7-219**

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 July 10, 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 $59,352.55. 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
June 2025

No.	Grantor/Donor	School/Program/ Dept Benefitted	Designation	Matching Funds	Personnel Funded	Amount
1	The University of Tennessee, Knoxville with funding provided by the Inflation Reduction Act and USDA Forest Service, Urban and Community Forest Program	Lonsdale Elementary School	Outdoor Learning Facilities	N/A	N/A	$9,025.00
2	Dollar General Literacy Foundation	Cedar Bluff Middle School	Summer Reading Books	N/A	N/A	$1,600.00
3	NEA Foundation Learning & Leadership Grant	Christenberry School	Teacher Cultural Immersion Experience	N/A	N/A	$1,734.00
4	The University of Tennessee, Knoxville	Vine Middle School Health Center	Purchase and installation of new flooring	N/A	N/A	$46,993.55
			TOTAL AMOUNT			**$59,352.55**

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Gravel Tree Stormwater System

Cost to Knox County Schools

Donation total will be $9,025

Description and Type of Funding Source

the Inflation Reduction Act and the USDA Forest Service, Urban and Community Forestry Program, and will be a donation to Knox County Schools.

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: William Smith

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 Lonsdale Elementary School
Requested By:	William Smith
Approved By: (School Principal)	William Smith
Phone	865-594-1330
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 Lonsdale Elementary 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.

Gravel Bed Stormwater Detention System for Growing Trees in Extra-urban Areas



A Cooperative demonstration project with the City of Knoxville, University of Tennessee Departments of Civil and Environmental Engineering and Forestry, Wildlife, and Fisheries, and the USDA Forest Service

Prepared by:
Eric Kuehler
Eric.Kuehler@usda.gov
Science Delivery/Technology Specialist
Urban Forestry South
320 Green St., Athens, GA
706-559-4268

Development has been shown to increase stormwater runoff especially in highly-developed, extra-urban areas like downtown cores. Forest systems (tree canopy, ground cover, and soil) retain significantly more stormwater runoff than developed, urban areas primarily due to better soil conditions. Uncompacted soils in forests allow for greater water infiltration and storage belowground for tree roots to use unlike in urban areas where soils are typically compacted. Access to more abundant ground water and soil nutrients allows trees to maximize leaf surface area which drives environmental benefits such as shade in parking lots and improved air quality.

Because of the need for belowground stability in developed areas like parking lots and pedestrian areas, soils are typically compacted. This restricts water storage and movement within the soil leading to increased water runoff by overland flow. As such, stormwater retention/detention systems are built to attenuate stromwater runoff. In highly developed parts of town, parking lots and pedestrian areas are typically uninviting to people because of the lack of trees to provide shade for comfort. Trees that are planted in small parking lot islands or tree boxes typically do not grow well because of the lack of belowground volume needed for root growth.

Products have been developed, such as suspended pavement systems or structural soil, to provide needed soil volume for tree root growth while providing stability for impervious surfaces. However, they can be quite expensive, and smaller communities with limited budgets may not be able to afford them. A potential alternative to these products is to store runoff in gravel beds beneath paved surfaces and give tree roots access to that water resource.

Gravel is relatively inexpensive. By constructing parking lots, sidewalks, pedestrian plazas, etc. on gravel beds, we could achieve the stability needed for construction and allow for increased stormwater storage and movement similar to pre-development soils. Planting trees in smaller soil beds adjacent to these belowground gravel systems will allow roots to exploit the stored water (and nutrients) and could help return the environmental benefits that forest systems provide for less money than other engineered practices.

The purpose of this demonstration project is to investigate the feasibility of growing trees in parking lots where gravel is used as the base on which the structure is built. This method could allow municipalities to maximize stormwater storage below-ground and grow trees in highly developed parts of town thus reducing stormwater runoff, urban heat island effects, and ambient air pollution while increasing property values and general standard of living at a much reduced cost compared to currently available suspended pavement technologies.

Gravel Bed Stormwater Detention System Structure and Function Overview

For this demonstration project a 6' x 6' x 3' mineral soil bed was surrounded by an 18' x 18' x 3' gravel bed (Fig. 1) adjacent to an asphalt-paved parking lot into which stormwater runoff from the parking lot flowed. A 4" perforated PVC under-drain with an up-turned PVC elbow at the outfall was used to regulate the volume of water stored in the system and allow excess water to drain.

The mineral bed provided 108 ft^3 of soil volume and the gravel bed had 864 ft^3 of storage volume. Assuming that

gravel allows for 40% volume storage capacity[1], this system can store approximately 486 ft^3 of water (3650 gallons).

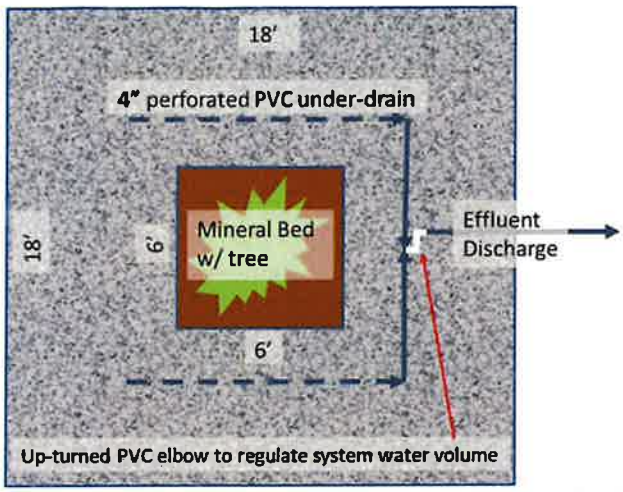

Figure 1 Gravel bed stormwater storage system diagram showing position of mineral soil bed within the gravel bed and the PVC underdrain location

Primarily, this system is a belowground stormwater detention structure that temporarily holds stormwater runoff from a large paved area. Water fills the large pore space between the rocks and is stored. Excess water is released from the system via an underdrain system to prevent extended periods of inundation and allows space for oxygen for tree root respiration and growth (Fig. 2). Although pore space is extremely large in the gravel layer, stored water in the system increases humidity deeper in the gravel profile giving roots adequate moisture for growth. Between rainfall events water level in the gravel system is slowly released by infiltration into the existing soil layer, conductance and evaporation through the mineral soil bed, and by transpiration of the tree(s) planted in the mineral bed.

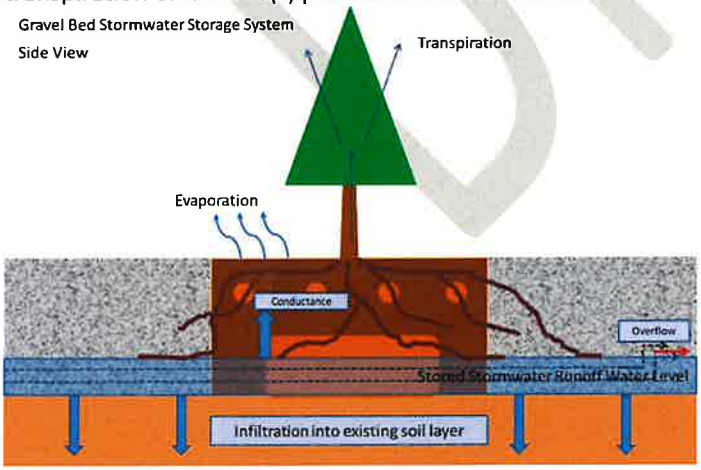

Figure 2 Stormwater stored in this system exits as overflow, infiltration, and evapotranspiration. Tree roots are able to explore the gravel layer for additional nutrients and moisture.

[1] http://www.deeproot.com/blog/blog-entries/the-pros-and-cons-of-using-aggregate-to-store-stormwater

Stormwater Catchment Area

The City of Knoxville was not willing to tear up a paved parking lot for this demonstration project, so the gravel bed system was placed on the downhill end of a city-maintained parking lot (Fig. 3). The total catchment area for this stormwater system was approximately 16,000 ft^2. It included 4,215 ft^2 of directly connected impervious area (DCIA) draining directly to the gravel bed. The remainder of the catchment consisted of permeable surfaces. The total catchment to gravel bed area ratio was 49:1. The ratio of DCIA to gravel bed was 13:1.



Figure 3 Gravel bed stormwater storage system located at the northwest corner of the parking lot. The system is adjacent to the paved parking lot to allow stormwater runoff (blue arrow) from the parking lot to drain into system.

Mineral Soil Bed Construction

A box constructed of untreated Oriented Strand Board (7/16" OSB sheathing) was used to keep the mineral soil separated from the gravel layer (Fig. 4). OSB was chosen as a temporary form because it is inexpensive and quickly decomposes when continually exposed to moisture. Holes were cut into the OSB to allow for tree roots to migrate from the mineral soil layer into the gravel layer. Five 3" circular holes were cut every 12" on center at 9" below the top of the form. A larger 18" x 36" hole was centered and cut from the bottom of the OSB sheathing to allow for root migration deeper in the soil/gravel profile. The form was joined at the corners by driving 1.25" wood screws into a 3' section of untreated 2x4. The mineral bed form was covered with an 8 ounce, non-woven geotextile fabric to provide continued separation of soil and gravel after the OSB form disintegrated (Fig. 5). Because it was not certain that roots could penetrate the geotextile, slits were cut into the fabric at each hole in the form. Non-woven geotextile fabric was also placed at the bottom of the form to prevent erosion of mineral soil from the mineral bed into the gravel

layer below the form. Originally, soil excavated from the gravel bed was to be used in the mineral bed form, however, because the quality of the existing soil was suspect, a higher quality top soil from another site was used for the mineral bed.



Figure 4 A wooden form constructed of 7/16" Oriented Strand Board (OSB) was used to keep the mineral soil separate from the gravel layer.



Figure 5 Mineral soil bed form was covered with an 8 ounce non-woven geotextile fabric to provide additional separation support of mineral soil and gravel after the OSB form disintegrates. Slits were cut into the fabric to allow roots to migrate from the mineral soil into the gravel layer.

Gravel Bed Construction

An 18' x 18' hole was excavated to a depth of approximately three feet adjacent to the low end of the parking lot, and a 4" PVC drain line was installed into the side of the bed closest to the street to allow excess stormwater to exit the system (Fig. 6). The bed was lined with a non-woven geotextile fabric to help keep the sides of the existing mineral soil from eroding into the gravel bed. Four layers of 6 mil vapor barrier lined the gravel bed to help prevent stormwater runoff from infiltrating into the surrounding soil. For this project, we wanted to quantify the evapotranspiration properties of the tree/mineral soil in the system, and thus needed to eliminate the infiltration effects of the stored stormwater into the surrounding soil. If infiltration into the surrounding soil is desired, then do not line the gravel bed.

Because the excavated hole was slightly deeper than needed, several inches of #57 sandstone gravel was placed in the bottom of the pit and leveled so that the mineral bed form would be at the proper depth for adequate stormwater drainage at the outfall. After placing the mineral bed form in the center of the pit, gravel was loaded around the form. A perforated, PVC under-drain with a 10" upturned elbow was also installed in the gravel bed around the mineral bed form. See Under-drain Construction section below for more details. To prevent the mineral bed form from being crushed by the weight of the gravel around it, we filled the gravel bed to half the height of the form, and then filled the mineral bed form with soil before finishing filling the gravel bed.



Figure 6 18'x18'x3' excavated pit next to parking lot lined with non-woven geotextile fabric. A 4" PVC drain line was installed to allow excess stormwater to drain from the system.

Gravel Material

Forty-six tons (approximately 33 cubic yards) of ¾" crushed, quartzitic sandstone was used to fill the gravel bed. The larger stone provides larger macropores to store more stormwater, and will not adversely affect tree root exploration within the system. Larger river rock on the upper 4 inches of the gravel bed was used to keep vehicles from parking on the bedding area, however, if prepared properly, this system could be parked upon without damaging its functionality. Caution should be taken when choosing gravel material so as not to change the pH of the water stored in the system. This could have an adverse effect to tree growth and health. Do not use limestone or any other material that could raise or lower the belowground pH.

Under-drain Construction

To prevent inundation of the tree roots in the system, a 4" perforated PVC under-drain was placed in the gravel bed to allow for excess stormwater to exit the system (Fig. 7). An upturned elbow was installed at the outfall at a depth to allow the system to store approximately 18" of water. The elbow was connected to the previously installed drain line mentioned in the Gravel Bed Construction section. A filter fabric encased the perforated PVC to help prevent fines from accumulating in the pipe.



Figure 7 Under-drain constructed of 4" perforated PVC pipes, wrapped with black filter fabric, and connected to the previously installed drain line. An upturned elbow was used to regulate the amount of stored water in the system. The angled, white PVC pipes were not part of the drainage system.

Monitoring Equipment

To monitor the volume of water being stored in the system a pressure transducer (HOBO Onset Water Level Logger) was placed in a 4", perforated PVC well set in the Northwest corner of the gravel bed. This was the lowest point in the gravel system. The well was encased by filter fabric to prevent fine particles from entering the well. The pressure transducer recorded water pressure every minute and stored the data until downloaded bi-monthly. A V notched weir box was also installed outside the system at the outfall. A pressure transducer was placed in the weir box to record stormwater effluent discharge every minute from the system. Rainfall data were collected every minute at the gravel bed site using a tipping-bucket rain gauge.

A 2" caliper baldcypress tree was planted in the mineral soil bed of the system and one was planted in the lawn next to the gravel bed to compare growth rates. Clear, plastic mini-rhizotron tubes were installed to observe root growth in the mineral bed and in the gravel profile. Four clear, plastic tubes were placed at various locations around the mineral soil bed (Fig. 8); two completely in the mineral bed and two in the interface between the mineral and gravel layer.



Figure 8 Location of monitoring equipment (left) and finished project (right). Perforated PVC gravel bed monitoring well (1); mini-rhizotrons in the mineral bed (2); mini-rhizotrons in the mineral/gravel interface (3).

Material Costs

The cost of this system was relatively inexpensive for the area covered. The major expense was the gravel (Table 1). Labor and equipment costs were not considered because the project was installed using municipal employees and equipment. Monitoring equipment costs were included.

Table 1 Cost of gravel bed construction not including labor and equipment.

Mineral Soil Bed Form Materials			
Item Description	Unit Price	# Units Needed	Total
Oriented Strand Board Sheathing 7/16"	$8.65	4	$34.60
#2 Kiln-dried whitewood lumber 2x4 12'	$4.68	1	$4.68
#8 x 1.25" Wood screw – 110 count	$6.28	1 box	$6.28
3" Bi-metal arbored hole saw	$19.98	1	$19.98
8 oz. Non-woven geotextile fabric (15 ft. wide)	$2.35	6 ft	$14.10
Under-Drain System Materials			
Perforated PVC Sewer Drain Pipe – 4" x 10'	$8.65	4	$34.60
Solid PVC Sewer Drain Pipe – 4" x 10'	$8.65	4	$34.60
PVC Cap Fitting – 4"	$1.98	2	$3.96
PVC Sewer Drain Elbow 90 degrees – 4"	$3.45	2	$6.90
PVC Sewer Drain Street Elbow 90 degrees – 4"	$5.38	2	$10.76
PVC Sewer Drain Sanitary Tee – 4"	$5.98	1	$5.98
PVC Cement and Primer	$8.48	1	$8.48
Drain Sleeve – 4" 100 feet	$21.98	1 box	$21.98
6 mil clear plastic sheeting – 20' x 100'	$98.00	1 box	$98.00
Gravel			
Quartzitic Sandstone – 0.75" Crushed Stone	$30.00	46 Yd^3	$1380.00
Trees			
15# baldcypress	$90.00	2	$180.00
Monitoring Equipment			
HOBO Water Level Data Logger (0-13 ft.) – Part# U20L-04	$299.00	3	$597.00
Weir box (built to fit site)	$450.00	1	$450.00
TOTAL			**$2861.90**

Observed Results

Hydrology

Rainfall and hydrology data were collected from 21 storm events in 2016 and early 2017. Rainfall totals ranged from 0.1 to 1.23 inches with an average depth of 0.45 inches. The gravel bed system was shown to generally retain stormwater runoff for rainfall less than 0.75 inches with few exceptions (Fig. 9).

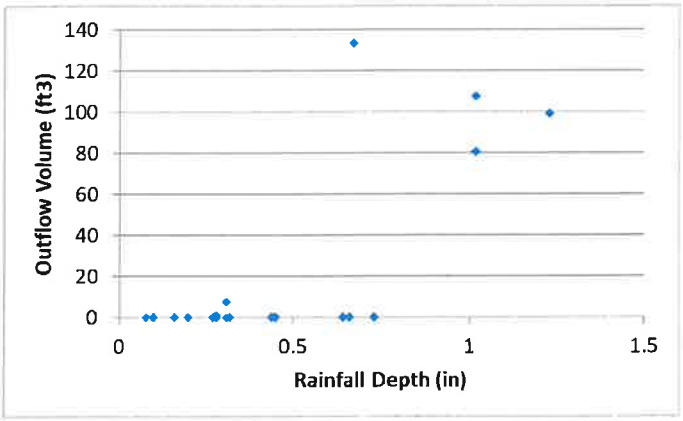

Figure 9 Gravel bed effluent discharge volume by rainfall depth. Significant discharge volume was generally not evident until the rainfall depth exceeded about 0.75 inches.

The gravel bed captured 100% of the runoff in 15 of the 21 recorded storm events, mostly from storms less than 0.75 inches (Fig. 10). The average capture percentage of the six storms having effluent discharge was 68%.

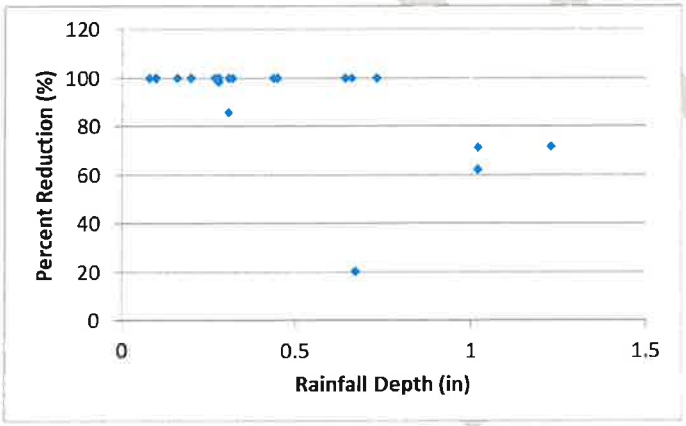

Figure 10 Capture rate of the gravel bed system from 21 recorded storm events.

From the monitoring data in the gravel bed and the weir box, water levels seemed to rise soon after rainfall began and water flowed from the parking lot into the gravel system indicating that the system functioned as expected (Fig. 11).

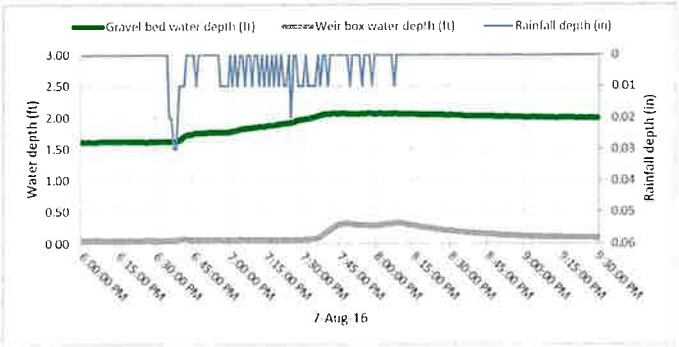

Figure 11 Gravel bed stormwater detention system functionality during a relatively light, steady rainfall event. As rain begins to fall water depth in the gravel system rises. Eventually, excess water from the gravel bed is discharged as observed by the weir box water depth.

For larger storms stormwater runoff was shown to be detained and delayed (Fig. 12), however, this delay may be dependent on the water level in the gravel system at the time of rainfall. For example, on July 26, 2016 a 1.22 inch rain fell on the parking lot and gravel system. The rainfall began at 7:52 p.m. and effluent discharge from the system was observed at 8:26 p.m., some 34 minutes later. For this rain event over 72% of the stormwater runoff was retained. Of the estimated 3200 gallons of rain falling on the parking lot, 741 gallons were recorded as discharge out of the gravel system.

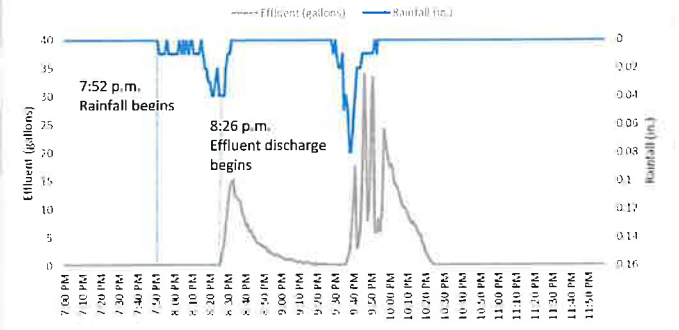

Figure 12 Rainfall (in inches) and stormwater effluent (in gallons) from the gravel retention system. For this rain event, effluent from the gravel system was observed approximately 30 minutes after the initial rain began to fall.

Data collected from this demonstration project showed that gravel-based stormwater detention systems have the potential for reducing runoff volume especially if the size of the underdrain system is adjusted such that the gravel bed is able to maximize its water holding capacity during a storm and release the stored water slowly. We used a four inch perforated PVC underdrain for this project, but perhaps using a smaller diameter pipe would reduce effluent volume and extend the flow over a greater period of time. Effluent discharge volume from this system was dependent on the stored water level at the beginning of a storm. Our system was lined thus inhibiting exfiltration into the surrounding soil

profile. Allowing the stored water to infiltrate into surrounding soil would help to increase volume capacity between storm events.

Tree Growth

Two, 2" caliper baldcypress trees were planted in April 2016; one inside the gravel system and one outside the system. The tree planted in the lawn outside the gravel bed was planted downhill of the system but was not given supplemental water after being planted. The tree did not survive the hot, dry summer and was dead by September 2016. The tree planted in the gravel system also was not given supplemental water but used the stored runoff in the gravel bed, and it survived. In May 2018, caliper diameter was 5.5" and in June 2019 it was 8.7". After three and a half growing seasons the tree in the gravel bed had increased diameter by 6.7". The crown spread by 2019 was 16', and the dripline was nearing the extent of the gravel bed (Fig. 13).



Figure 13 Baldcypress tree growing in gravel bed stormwater retention system from 2016 to 2019

Large, healthy trees need abundant, healthy roots. Root growth was observed in September 2016 and again in May 2018 using a lighted periscope with a camera inserted into the mini-rhizotron tubes. Toward the end of the 2016 growing season abundant root growth was observed in both the mineral soil bed and in the gravel profile (Fig. 14). Again in 2018, roots were evident in the gravel layer of the system. It was not possible to quantify the number of roots growing in the gravel profile of the system, but visual observations showed that roots were growing in the highly porous gravel layer.

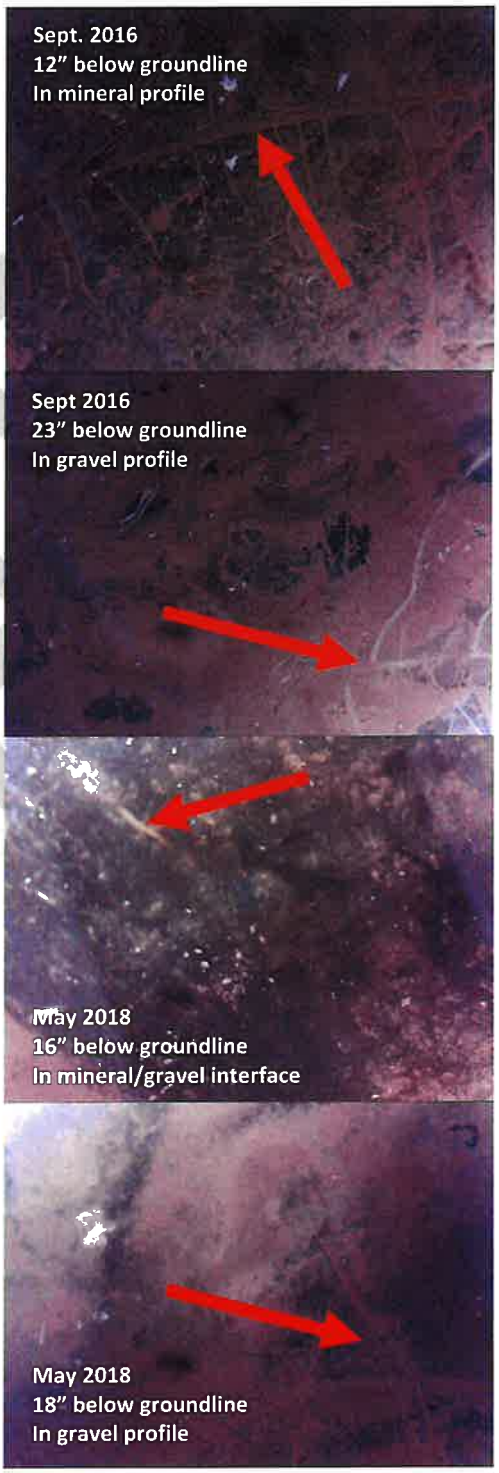

Figure 14 Root growth observed from mini-rhizotrons in mineral and gravel profile.

The abundant stem growth of the tree in the gravel bed system and the observation of root growth in the gravel profile is encouraging and indicate that this type of system may be feasible in ultra-urban areas to sustain tree growth. Using non-engineered top soil in the mineral soil bed did not seem to impede above-ground growth for the tree in this project. Jim Urban and DeepRoot recommend a minimum soil volume for urban trees[2]. Although this project has only four growing seasons of growth data, canopy diameter for this tree exceeds the projected mature tree size for the soil volume provided (108 ft^3). It is suspected that trees in this gravel-based system may not reach their potential mature size, but smaller trees in ultra-urban areas provide more benefits than no trees at all.

A complimentary greenhouse demonstration project using trees growing in perforated, mineral soil columns surrounded by gravel was conducted in 2019 to quantify root growth in the gravel profile over a growing season[3]. The trees showed abundant root growth into the gravel layer. This gravel system may provide a path for root growth to an area of higher mineral soil volume if available near the practice. Giving roots access to mineral soil could help trees in this practice reach their full growth potential.

Potential Uses

This type of system may be useful in large parking lots with gravel parking bays surrounding narrow mineral soil beds instead of raised planting islands to provide greater belowground volume for root growth (Fig. 15). Sidewalks and pedestrian plazas under which water could be stored would also be a good use for this system. Planting trees in long, narrow mineral beds surrounded by gravel provides shared mineral soil to maximize canopy growth.

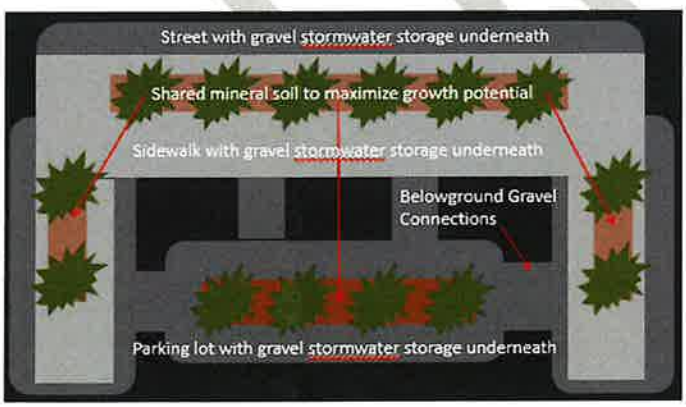

Figure 15 Potential uses of a gravel-based stormwater detention system

Conclusion

Typically in smaller communities parking lots take priority over tree canopy cover. Reduced tree canopy cover increases stormwater runoff and may not be very attractive to visitors. Providing adequate soil volume for tree growth can be expensive in highly impervious areas. The purpose of this demonstration project was to show the potential of an inexpensive, gravel-based stormwater detention system to store water for use by trees in ultra-urban areas without sacrificing needed parking space. This Green Stormwater Infrastructure system can maximize water-storage capacity by using gravel, which has greater pore space than soil (compacted or non-compacted), while providing increased belowground rooting volume for trees. Storing water in this way allows for greater infiltration into the existing soil layer helping to improve water quality downstream and has the potential for creating a more natural hydrologic runoff pattern in extra-urban areas.

Larger trees have greater leaf area which drives environmental services (i.e. energy conservation, reduced urban heat island, air pollution removal, stormwater runoff mitigation, etc.). Trees need an adequate volume of mineral soil to reach their full growth potential. Tree roots grow where there is water, oxygen, and nutrients. Stormwater runoff typically has essential nutrients in it for trees to utilize (i.e. N and P). It has yet to be determined how this gravel system impacts tree growth. Even if trees planted in this type of system are smaller than trees growing in a larger mineral soil bed, having some canopy cover is better than nothing to provide environmental benefits and attract potential visitors for the local economy.

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[2] https://www.deeproot.com/blog/blog-entries/our-recommended-soil-volume-for-urban-trees

[3] https://www.urbanforestrysouth.org/resources/library/ttresources/gravel-bed-stormwater-retention-system-greenhouse-demonstration-project/at_download/file

Green Infrastructure Outdoor Learning Facilities for Lonsdale Elementary School

Prepared for Lonsdale Elementary School by the University of Tennessee, Knoxville and Socially Equal Energy Efficient Development (SEEED)

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 Lonsdale Elementary School (LES) 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 LESby 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 LES's campus. Page2 describea 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 is on the left. The GTSS (indicated by a yellow square inside the red circle) will be located south of the campus's main building, adjacent to the parking area with a driveway on Gloria Garner Street. The blue shaded area within the red circle indicates the parking lot that will drain to the GTSS. The parking lot's curb cut will supply runoff to the GTSS, indicated by the blue arrows in the photo to the right.

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 adjacent to the parking area south of LES's main building on Gloria Garnet Street. This location is 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 5,000 ft^2, with an anticipated stormwater volume of approximately 400 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 LES 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 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 Lonsdale Elementary 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 William Smith, Executive Principal at LES, 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.

Kindergarten

K.ESS2: EARTH'S SYSTEMS

- Analyze and interpret weather data (precipitation, wind, temperature, cloud cover) to describe weather patterns that occur over time (hourly, daily) using simple graphs, pictorial weather symbols, and tools (thermometer, rain gauge).
- Develop and use models to predict weather and identify patterns in spring, summer, autumn, and winter.
- rainfall

K.ESS3: EARTH AND HUMAN ACTIVITY

- Use a model to represent the relationship between the basic needs (shelter, food, water) of different plants and animals (including humans) and the places they live.
- Explain the purpose of weather forecasting to prepare for, and respond to, severe weather in Tennessee.
- Communicate solutions that will reduce the impact from humans on land, water, air, and other living things in the local environment.
- Highlight flooding and its causes as "severe weather to prepare for" and green infrastructure as "solutions that will reduce the impact from humans on land, water, air, and other living things in the local environment"

K.ETS2: LINKS AMONG ENGINEERING, TECHNOLOGY, SCIENCE, AND SOCIETY

- Show the students a rain gauge

First Grade

1.PS3: ENERGY

- effects of sunlight on the Earth's surface

1.LS1: FROM MOLECULES TO ORGANISMS: STRUCTURES AND PROCESSES

- Analyze and interpret data from observations to describe how changes in the environment cause plants to respond in different ways
- Recognizing the structure of plants and describe the function of its parts

1.LS2: ECOSYSTEMS: INTERACTIONS, ENERGY, AND DYNAMICS

- Conduct an experiment to show how plants depend on air, water, minerals from soil, and light to grow and thrive.
- Recognize how plants depend on their surroundings and other living things to meet their needs in the places they live.

1.ETS1: ENGINEERING DESIGN

- Solve scientific problems by asking testable questions, making short-term and long-term observations, and gathering information.

1.ETS2: LINKS AMONG ENGINEERING, TECHNOLOGY, SCIENCE, AND SOCIETY

- Use appropriate tools (magnifying glass, basic balance scale) to make observations and answer testable scientific questions.

Second Grade

2.ESS2: EARTH'S SYSTEMS

- Compare the effectiveness of multiple solutions designed to slow or prevent wind or water from changing the shape of the land.

2.ETS2: LINKS AMONG ENGINEERING, TECHNOLOGY, SCIENCE, AND SOCIETY

- Use appropriate tools to make observations, record data, and refine design ideas.

Third grade

3.LS4: BIOLOGICAL CHANGE: UNITY AND DIVERSITY

- Explain the cause and effect relationship between a naturally changing environment and an organism's ability to survive.
- Infer that plant and animal adaptations help them survive in land and aquatic biomes.
- Explain how changes to an environment's biodiversity influence human resources.

3.ESS2: EARTH'S SYSTEMS

- Explain the cycle of water on Earth.
- Associate major cloud types (cumulus, cumulonimbus, cirrus, stratus, nimbostratus) with weather conditions.
- Use tables, graphs, and tools to describe precipitation, temperature, and wind (direction and speed) to determine local weather and climate.

3.ESS3: EARTH AND HUMAN ACTIVITY

- Explain how natural hazards (fires, landslides, earthquakes, volcanic eruptions, floods) impact humans and the environment.
- Design solutions to reduce the impact of natural hazards (fires, landslides, earthquakes, volcanic eruptions, floods) on the environment.
- This can include urban flooding and the ways it can be mitigated, including green infrastructure
- This course can encourage kids to think of trees as one of the solutions to the problem

Fourth grade

4.LS2: ECOSYSTEMS: INTERACTIONS, ENERGY, AND DYNAMICS

- Support an argument with evidence that plants get the materials they need for growth and reproduction chiefly through a process in which they use carbon dioxide from the air, water, and energy from the sun to produce sugars, plant materials, and waste (oxygen); and that this process is called photosynthesis.
- Plant processes like photosynthesis and transpiration (cooling urban environments)
- Ecosystem balance: removing a species from an ecosystem and how it affects the system

4.ESS3: EARTH AND HUMAN ACTIVITY

- Create an argument, using evidence from research, that human activity (farming, mining, building) can affect the land and ocean in positive and/or negative ways.
- Use data to investigate the impact of human-built environments on water cycling/storage

4.ETS2: LINKS AMONG ENGINEERING, TECHNOLOGY, SCIENCE, AND SOCIETY

- Discuss stormwater engineering systems and the solutions (/ecosystem services) contributed by trees
- How do living things impact these systems/solutions?

Fifth grade

4.ETS2: LINKS AMONG ENGINEERING, TECHNOLOGY, SCIENCE, AND SOCIETY

- While the content best covered by these learning facilities does not correspond with state science standards as clearly as in other grade levels, engineered stormwater technologies could be highlighted in

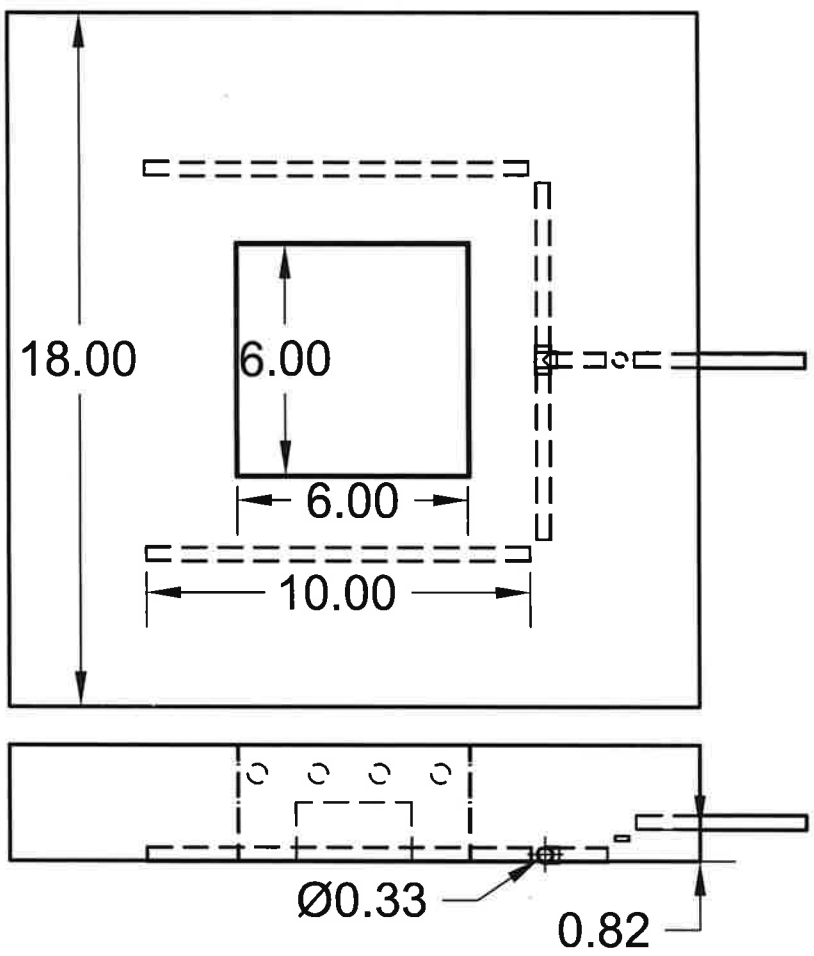
4.ETS2: Links Among Engineering, Technology, Science, and Society and be used for a long term monitoring study/science experiment.

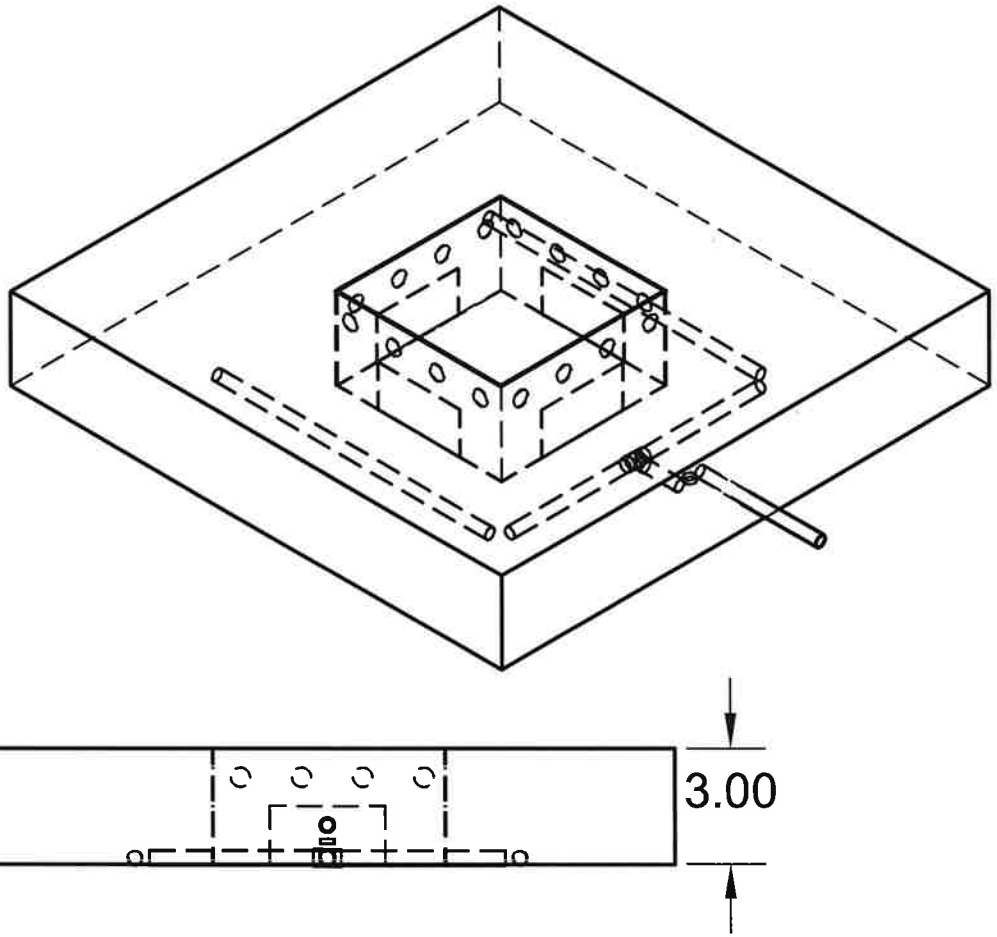
Sincerely,



Victoria Rexhausen
Postdoctoral Research Associate

c:
Jon Hathaway
Sharon Jean-Philippe
Stan Johnson
Kiska Johnson
Kelsey Ellis
Jennifer First
Jeff deSalu





THE UNIVERSITY OF TENNESSEE SYSTEM

Gravel Tree Stormwater Systems for East Knoxville

Gravel Tree Stormwater System (GTSS)

TITLE

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 10th day of July, 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 #: 25-422

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 6/30/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of Dollar General Literacy Foundation Summer Reading Grant for Cedar Bluff Middle School in total amount of $1,600.

Cost to Knox County Schools

0

Description and Type of Funding Source

Dollar General Literacy Foundation

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

LITERACY FOUNDATION

May 8, 2025

Kathleen Smith
Cedar Bluff Middle School
707 N. Cedar Bluff Rd.
Knoxville, Tennessee 37923

Dear Kathleen,

The Dollar General Literacy Foundation is pleased to award your organization a grant in the amount of $1,600. We recognize the important role your organization plays in the lives of teachers, students and families. We hope these funds will help strengthen your literacy efforts.

Enclosed you will find your grant check along with several important reminders. Please review these documents carefully and note important dates and requirements.

Thank you for working to build brighter futures through your literacy efforts. We are proud to support your organization and wish you every success in the coming year.

Sincerely,

Denine Torr

Denine Torr
Executive Director

Proposal Type: Summer Reading
Project ID#: SR-1111-01/2025
Grant Amount: $1,600
Project Title: Summer Jump Start! (Reading Volunteer State Book Award Nominees)

Excellence & eBooks: Joyful summer reading to fuel the year!

Manage invitations

Summer Reading Application

Download / print this project

1 Overview

2 Community Summary

3 Project Design and Evaluation

4 Budget Information

5 Approval of Board Chair and Executive Officer

6 USA Patriot Act Counter-terrorism Compliance

7 **Summary**

Overview

Project Title:

Excellence & eBooks: Joyful summer reading to fuel the year!

Mission Statement

Cedar Bluff Middle School's mission is, "Strive to succeed. Empower each other. Invest in our future."

This school mission works in tandem with the Knox County Schools Library Media Services Department, which strives to "invest our time and skills in nurturing, promoting, and advocating for a learning environment that maximizes services and equitable access to resources. Our library programs are essential to a school-wide culture of innovation, achievement, and collaboration."

Requested Cash Amount

$ 1,600

Number of individuals to be served by funding from this Summer Reading application

574

Projected Ethnicity Served

- Black or African American
- Asian/Pacific Islander
- White
- Hispanic or Latino
- American Indian or Alaskan Native

Number - African American

98

Number - Asian/Pacific Islander

319

Number - Hispanic

127

Number - Native American

6

Total

574.00

Program Target Audience

- Below Grade Level Readers
- English Language Learners
- Readers with Learning Disabilities

Grade Levels Served

- 6th Grade
- 7th Grade
- 8th Grade

Has your organization received previous funding from the Dollar General Literacy Foundation?

- Yes

What was the grant amount and when did you receive it?

Type	Amount	Year awarded
Youth Literacy	$ 3,000.00	2022

Is this a new or existing project/program?

- New

Community Summary

Geographic Classification

- Suburban

Education Attainment

6.50 %

Poverty Rate

9.80 %

Unemployment Rate

3.10 %

Language Other Than English

9.40 %

Project Design and Evaluation

Statement of Impact

will result in 1) higher interest and participation in summer reading, 2) self-reflection on reading habits, and 3) increased circulation of newer and digital publications that may be unfamiliar to students.

Project Design

Funding for this project will go directly to providing students with engaging books to keep them reading over the summer in two specific ways:
1) Copies of the 2025 Volunteer State Book Award (VSBA) Middle School nominees.
Upon the spring publication of the 2025 VSBA Middle School nominees (by the Tennessee Association of School Librarians, or TASL), approximately half of our grant funding will be used to purchase multiple copies of each nominated title. Identified students (based on teacher/librarian recommendations and student self-identification) will be provided informational materials to help them choose one of the nominated books to read over the summer. This will give these students a CHOICE in a HIGH-QUALITY book, in a manner that is both authentic and rewarding. Consequently, students can also get a "jump start" on the three-book target for eligibility to vote on the VSBA award the following spring.
2) 24/7 access to graphic eBooks online through Comics Plus.
Half of the grant funding will be used to purchase a year-long subscription to Comics Plus, an online database of multi-user graphic formatted texts. ALL Cedar Bluff Middle School students (with internet access) may access these books, on demand, over the summer months without leaving their homes. Because the database will be available throughout the year, students will be given instruction, ongoing promotions, and practice accessing Comics Plus so that it becomes a go-to resource for pleasure reading.

Timeline

April 2025: Target students for VSBA books are identified (by teacher/librarian recommendations and self-identification) and provided informational materials about the award and nominees. The Tennessee Association of School Librarians (TASL) releases the 2025 Volunteer State Book Award nominees.
May 2025: Summer Reading Grant funding is reviewed and formally accepted by Knox County Schools (KCS) Board of Education. Hard copies of the VSBA nominees are purchased with grant funding. Selected students are allowed to choose their VSBA books to take home.
June-July 2025: Target students read their hardcopy books and all students access Comics Plus online during summer vacation. Library Media Specialist (LMS) monitors Comics Plus usage data through administrative reports.
August 2025: As target students return to school, the Library Media Specialist will assess project success through a formal survey, individual student circulation reports, and informal approaches, like librarian-student dialogue (see "Assessment Method" and "Measuring Results" below). Students will be invited to celebrate their reading and participate in a Volunteer State Book Award kick-off, including creating a shelf-talker, bookmark, and/or other visual overview of their chosen book (flier, slide, etc.).
November 2025: A one-year subscription to the online database Comics Plus will be renewed using grant funding, providing continuity and much needed access throughout the school year and summer.

Weekly Instructional Hours Per Individual Served

1 Hours

Delivery of Instruction

- Blended Model/Hybrid
- Classroom
- Small group

Assessment Methods

The methods for assessing effectiveness include
1) VSBA target student participation and engagement.
Participation of the VSBA target students will be monitored by engagement (self-identification and anecdotal), follow-through, and a survey at the start of the new school year. The survey will prompt reflection on students' independent experiences, including a book rating and self-assessment of their reading interests and habits. Individual circulation numbers for each student as well as participation in the VSBA spring vote will also be monitored to see if target students increase their library usage and how this compares to their peers.
2) Comics Plus circulation reports.
Comics Plus, powered by Library Pass, is the online subscription service for graphic novels, which is vetted by Knox County Schools Library Media Services. This platform provides an administrative portal that will enable the LMS to view patron usage numbers for specific time periods, including summer vacation.

Measurable Results - Defining Success

Measurable results for this project will include
1) Participation in the VSBA program.
100% of participants will complete the formal survey containing self-reflection prompts. At least 80% of the target group will participate in creating a promotional overview of their chosen book. At least 50% of the target group will read enough nominated books (three total) to cast their vote for the VSBA award in the spring. As a result of the influx of readership and student-created promotions, more students

2) Comics Plus usage reports.
Administrative reports will indicate sustained usage throughout summer vacation (minimum of 45 books accessed each month), even when students are not receiving direct instruction and in-class reminders.

Available Technology

Students can access our school's Comics Plus subscription online either through the school's website or the library's Canvas course (our Learning Management Software). During the school year, students are 1:1 with individually assigned Chromebooks. In addition, students attending summer learning maintain access to their Chromebooks through that program.

Are you requesting technology with this grant application?

No

Budget Information

Budget Allocations Summer Reading

Books

$ 716.00

Computers and Technology

Incentives

Instructional Materials

Salaries/Staff Support

Software

$ 884.00

Total Budget Allocation

$ 1,600.00

Requested Cash Amount

$ 1,600

DGLF Budget Narrative

The $1,600 funding will cover the two primary initiatives of this program: 1) hard copies of the 2025 Volunteer State Book Award nominated books; and 2) a year-long subscription to the Comics Plus eBook database. $716 will be put toward the purchase of multiple copies of the books on the VSBA nominee list, announced in the spring of 2025. These purchased books will then be selected by our target students (determined by teacher/librarian recommendations and self-identification) to take and read over summer vacation. Ideally, physical ownership will strengthen students' emotional investment in the program and they will be eager to promote their book, share their experiences, and continue reading--a minimum of three nominated books--to qualify for VSBA voting in the spring. The ultimate ordering decision will be determined by each book's market availability, cost, and formatting options–paperback or hardbound. The remaining $884 will be used to purchase a year-long subscription of the Comics Plus database, which all students can access with internet and a device, including their school-issued Chromebooks during school and the summer learning program. Because students will receive ongoing instruction and promotion regarding Comics Plus during the school year, they'll feel comfortable accessing this familiar resource independently over their summer vacation.

Approval of Board Chair and Executive Officer

Executive Director / Officer

Betsy Henderson, Knox County Schools Board of Education Chairperson

Board Chairperson

Patricia Fontenot-Ridley, 3rd District Representative

First Name	Last Name	Affiliation
John	Butler	1st District Rep. (KCS BOE)
Anne	Templeton	2nd District Rep. (KCS BOE)
Patricia	Fontenot-Ridley	3rd District Rep. (KCS BOE)
Katherine	Bike	4th District Rep. (KCS BOE)
Lauren	Morgan	5th District Rep. (KCS BOE)
Betsy	Henderson	6th District Rep. & Chair (KCS BOE)
Steve	Triplett	7th District Rep. & Vice Chair (KCS BOE)
Travis	Wright	8th District Rep. (KCS BOE)
Kristi	Kristy	9th District Rep. (KCS BOE)

Submission Approval

- I Agree

I understand that all mailed correspondence, including payment of an awarded grant proposal, will be sent to the organization's address provided in the Organization Information section of this application.

- I Agree

I understand if this proposal is selected for funding and the grant check is not cashed within ninety days of receipt of funding, the check will be null and void and the grant will be forfeited.

- I Agree

I understand that if selected, my organization will be required to complete a report detailing program outcomes and budget information.

- I Agree

Diversity, Equity & Inclusion Policy

- I Agree

USA Patriot Act Counter-terrorism Compliance

AGENCY/ORGANIZATION NAME:

Cedar Bluff Middle School (Knox County Schools)

Check the appropriate box to indicate your compliance with each of the following:

Patriot Act

- Agree

I certify on behalf of the organization listed above that the foregoing is true.

- I Agree

Validate and send

Save and exit

For more information about our Foundation, please visit www.dgliteracy.org or view FAQ at the bottom of this page.

2025 Grant Deadlines (window closes at 10pm CST):

Adult, Family, Summer Reading grants

- Opens: January 9
- Deadline: February 6

Youth Literacy grants

- Opens: March 6
- Deadline: April 3

Grant Announcement Dates:

- Adult, Family, Summer Reading grants: May 8
- Youth Literacy grants: August 14

Report Dates:

- Summer Reading impact report: September 18, 2025
- Adult and Family impact report: April 16, 2026
- Youth Literacy impact report: May 14, 2026

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KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of July, 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 #: 25-428

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 6/30/2025

Rebuilding school libraries affected by disasters.

FAMILY LITERACY GRANTS

Learning for the whole family.

SUMMER READING

Keeping students engaged in reading throughout the summer.

YOUTH LITERACY GRANTS

Supporting students on their K-12 educational journey.



Schools, public libraries, and nonprofit organizations who help K-12 students that are below grade level or having trouble reading are eligible to apply. Grant funding is provided to assist in the following areas:

- Implementing new or expanding existing literacy programs
- Purchasing new technology or equipment to support literacy initiatives
- Purchasing books, materials or software for literacy programs

The open solicitation period for the 2025 Youth Literacy Grants has closed. Thank you to all who applied. **The Youth Literacy Grant recipients will be announced August 14, 2025.** A list of winners will be posted here, and email notifications will be sent to all organizations that applied.

DOLLAR GENERAL LITERACY FOUNDATION

TERMS & CONDITIONS PRIVACY POLICY SWEEPSTAKES RULES CONTACT US

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KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of NEA Foundation Learning & Leadership grant award in total amount of $1,734.00 for Christenberry Elementary School.

Cost to Knox County Schools

0

Description and Type of Funding Source

NEA Foundation

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

From: ANNA SCHNUCK
To: HEATHER HENDERLIGHT
Cc: TONYA CASH
Subject: Fw: Request #R-2025-08445 has been approved for Studying Spanish and Mayan Languages in Guatemala
Date: Thursday, June 5, 2025 10:49:33 AM
Attachments: REVISED NEA Learning and Leadership Grant.pdf

Heather,

I have forwarded you my award email from NEA and attached my grant application/budget. Thank you!

Anna Schnuck

From: NEA Foundation <do-not-reply.grants07-us-east-1@fluxx.io>
Sent: Monday, April 28, 2025 9:17 AM
To: ANNA SCHNUCK <anna.schnuck@knoxschools.org>
Subject: Request #R-2025-08445 has been approved for Studying Spanish and Mayan Languages in Guatemala

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear Anna,

Congratulations! I am pleased to inform you that you are a recipient of an NEA Foundation Learning & Leadership grant for $1,734.00 for the Spring 2025 round of Grants to Educators. Your proposal stood out among many strong applications, and we are honored to support you and your students.

To support your proposal, The NEA Foundation will send a check to you or your fiscal agent, should you choose to use one, upon:

1. Verification of your fiscal agent (if applicable) and submission of a W-9 for you or your fiscal agent. You will receive a separate email with instructions for submitting your information tomorrow.

2. Receipt of the grant agreement through DocuSign which will be sent to you for electronic signature after you verify your fiscal agent (if applicable) and submit your W-9.

If your grant award amount is more than $3,000, you will receive the remaining $500 after submission of your final report, which is due Friday, May 23, 2026.

Note: your application on the grant portal will appear as "Under Review" until the grant agreement is signed.

Throughout the grant period, we welcome any questions you may have as well as any interim updates you may care to offer on your project. Please direct those questions and/or updates to Emma Larson at elarson@nea.org.

By accepting this grant, you agree to comply with all the terms specified in this letter, the

signed grant agreement, the original grant application, and the published guidelines of the Learning & Leadership Grant program.

Thank you for your dedication to your students and your commitment to public education.

We look forward to working with you!

Best,
The NEA Foundation

Project Summary

Please provide a short, 100-word summary of your project and its intended impact.

This project will fund a language and cultural immersion experience in Guatemala. This experience includes two weeks of Spanish classes in the Mayan village of San Pedro La Laguna, one week of Spanish classes in the town of Quetzaltenango, and a trip to the Academia de las Lenguas Mayas in Huehuetenango. My intention is to achieve Spanish fluency, gain a cultural understanding of the different regions and Mayan dialects of Guatemala, and bring back language teaching strategies I can use in my own classroom so that I can better connect with my ELL students and their families.

Describe the professional development plan. What are your goals in this learning? What professional standards and learning resources do you plan to address and use? What is the structure/sequence of learning? When and where will learning take place? (2500 words)

This professional development plan is to spend three weeks in Guatemala in July of 2025 to study Spanish, deepen my cultural understanding of the country and its school systems in which the majority of my ELL students come from, and learn how to help preserve the Mayan languages spoken in Guatemala for my students. These goals are directly related to many Tennessee state professional standards on the TEAM rubric including Teacher Knowledge of Students, Creating a Respectful Culture, and School and Community Involvement. As I come closer to Spanish fluency and learn more about Guatemalan languages and cultures, it will allow me to tailor my instruction to best meet my students' needs and better communicate with my students and their families. My plan begins in the Mayan village of San Pedro at San Pedro Spanish School where I will enroll in their intensive Spanish language program and live with a local host family. This school has been in operation for 27 years and hires local language instructors to teach

Spanish lessons. I also plan to visit the Academia de Lenguas Mayas de Guatemala (also known as ALMG) to learn about the orthography for the language of Tz'utujil, the Mayan language spoken in the village of San Pedro. On July 20th, I will travel to Quetzaltengo, which is known for its Spanish language programs and rich Mayan culture. I will enroll in Spanish classes and stay with a host family through Utatlan Spanish School. The indigenous language of Q'eqchi' is spoken in this region and I plan to study at the Quetzaltenago location of the Academia de Lenguas Mayas,bringing back resources for my classroom. On July 24th, I will travel to Huehuetenago to learn more about the Mayan dialect of Akateko at the Academia de Lenguas Mayas. Speaking with as many language experts as possible while I am in these different regions and visiting libraries with ancient texts will help me better gain a better understanding of the importance of these languages and how to incorporate them into my instruction. Participating in these rigorous Spanish courses and being immersed in the language by living with a host family will help me reach my long term goal of becoming fluent in Spanish. These classes will also help me refine my language teaching strategies in my own classroom. Lastly, it will deepen my cultural understanding of my students' backgrounds.

Question 2: How would the proposed professional development strengthen your practice and advance your professional goals? How will this professional development benefit your students? How will this professional development benefit other educators, your colleagues or the wider field? (2500 words)

Being an ELL teacher, I have always been interested in learning about the language acquisition process and the cultural backgrounds of the students that make up our community. At our school, we have 106 ELL students who speak languages other than English. Of these students, the majority are from Guatemala. These students speak Spanish and also Mayan languages such as Akateko, Mam, Chui, and others. This year I have been working hard towards my goal of acquiring the Spanish language so that I can better communicate with my students and their families. Through taking Spanish classes online, participating in conversation clubs with native Spanish speakers, and

practicing my Spanish with my students, I have been able to reach an intermediate level of Spanish. This ability has allowed me to translate basic conversations during parent meetings, comfort students and families who are new to the country, and make phone calls home when necessary to Spanish speaking families. That being said, I am still very far from fluency, and there are situations where communication is still difficult. Three weeks of complete Spanish and cultural immersion in Guatemala would definitely be a step in the right direction towards fluency. If I was an advanced Spanish speaker, I would be able to translate academic content for my students when needed, and have more in depth conversations with students' families. While a lot of our students speak Spanish, we also have a large population who only speak Mayan languages. Students who only speak Akateko, or any of the other 27 languages indigenous to Guatemala, tend to struggle with literacy. These Mayan languages are not commonly written, so they have little background knowledge of reading or writing in their native language. However, a spelling system, or orthography, was recently created to preserve this language. I plan to learn about this orthography through the various locations of Academia de Lenguas Mayas so that I can bring it back to my classroom and connect it to the English alphabet to better serve these students. Experiencing language learning through the lens of a student and digging deeper with language teaching strategies will strengthen my practice as an ELL teacher. I will have the opportunity to share my learning with colleagues and administrators in an after school professional development and district-wide on district learning days.

How will the benefits of this project extend beyond the grant period? How will you continue sharing the knowledge gained in this project? Describe sharing in relation to your colleagues, students, and administrators. (2500 words)

This language learning, cultural research, and refinement of language teaching practices will not end once this professional development experience is over. I will continue learning Spanish once I return from Guatemala through online classes, leading a Spanish conversation club with community members, and practicing my Spanish with students and their families. My long term goal is to become a resident interpreter for my

school community so that when there is a parent meeting, a presentation, a lesson, or a document that needs to be interpreted, I can assist with this so that information is more quickly accessible to our students and their families. Our school district has interpreters that work with our school, but when information comes straight from a teacher, it can be more meaningful. Having another fluent Spanish speaker on staff will be transformative in the lives of colleagues, students, and administrators. While I know three weeks of Spanish classes will not automatically transform me into a fluent Spanish speaker, it will definitely be a step in the right direction, and I will continue learning until I reach this goal. When it comes to sharing the knowledge gained surrounding Mayan languages, I hope to share this learning with colleagues and students in several ways. For example, I hope to create a poster that can be hung in every classroom in my school that includes the Mayan alphabet and how it relates to the English alphabet. This would greatly benefit all students. It would make the students from Guatemala feel more welcome and confident in the classroom andspark the curiosity of our American students. There are very few materials and resources available online regarding these languages, but after speaking with language experts over the phone at the Academia de Lengua Maya in various locations of Guatemala, they have many print resources in these spaces that I could use to help me with this project. I also plan to host a professional development at our school and for the district about how these languages and Guatemalan culture can be incorporated into the classroom. Our supervisors use professional development days to allow teachers to present their new learning, and I would take this opportunity to share all of the knowledge I gain through this experience. Thank you for considering this grant. I am entirely committed to these goals. Receiving this grant will assist me in achieving them as quickly as possible.

Budget:

Budget Category	Expense Name	Estimated Amount
Travel/ meeting expenses *Most economy flights from Knoxville to Guatemala cost between $600-$700 but constantly fluctuate. This is a mid-range flight price estimate.*	Flight	$600.00
Other (indirect and direct expenses) *Two weeks of Spanish/Cultural Immersion Course and homestay at San Pedro Spanish School. This package costs $320 per week.*	Spanish/Cultural Immersion Course and Homestay	$640.00
Other (indirect and direct expenses) *5 days of Spanish/Cultural Immersion Program and homestay in Quetzaltenango*	Spanish/Cultural Immersion Program in Quetzaltenango	$231.00
Travel/ meeting expenses *Shuttle from airport to San Pedro Spanish School*	Shuttle from airport to San Pedro	$35.00
Travel/ meeting expenses *Collective shuttle from San Pedro Spanish School to Quetzaltenango*	Shuttle from San Pedro to Quetzaltenango	$33.00
Travel/ meeting expenses *Shuttle from Quetzaltenango to Huehuetenango*	Shuttle from Quetzaltenango to Huehuetenango	$45.00
Travel/ meeting expenses *Accommodations in Huehuetenango. Economical hotels cost $50 per night.*	Huehuetenango Accommodations	$150.00
		$1,734.00

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of July, 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 #: 25-429

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 7/1/2025

HE NEA FOUNDATION

UITY. EXCELLENCE. OPPORTUNITY.

Learning & Leadership Grants

DONATE (HTTPS://WWW.NEAFOUNDATION.ORG/DONATE)

LEARNING & LEADERSHIP GRANTS

Educators are the backbone of our public education system, yet all too often, don't have resources at their disposal to prioritize their professional learning journeys. Learning and Leadership Grants enable educators to grow their leadership skills and invest in professional development to maximize their impact inside and outside the classroom.

Application Timeline

APPLICATION PERIOD

Monday, June 16 - Monday, September 15

NOTIFICATION: TBD | PLEASE REGISTER BY SEPTEMBER 11TH

Overview

Learning and Leadership Grants are available to individual educators or groups of educators who are pursuing high-quality professional learning experiences that will enhance their classroom teaching, leadership skills, or professional partnerships.

- **Individuals** to participate in high-quality professional development like summer institutes, conferences, seminars, travel abroad programs, or action research.
- **Groups** to fund collegial study, including study groups, action research, lesson plan development, or mentoring experiences for faculty or staff.

Learning and Leadership grants are intended to provide resources for educators hoping to engage in professional learning that can be implemented in their classrooms.

We do not fund tuition or board certification.

Application Registration

The NEA Foundation recently transitioned to a new grants application system to provide an upgraded experience for our applicants and grantees. To receive access to an application, **follow the steps below**!

If you have any questions, please contact GrantsAndPrograms@nea.org (mailto:GrantsAndPrograms@nea.org).

1) Register

2) Purpose

3) Provide Required Information

4) Approval

After you submit your registration, our team will review your information and verify your NEA membership status. This process may take up to 3 business days.

Once approved, you will receive an email with your login information, granting you access to the portal and application forms.

If your NEA membership is not active, you will not be granted access to the application portal.

Funding

Learning & Leadership grants will fund projects up to **$5,000**. Grants fund activities for 12 months from the date of the award.

Eligibility

Applicants must be teachers, education support professionals, or specialized instructional support personnel and must be current NEA members. Current NEA Foundation grantees are ineligible for this funding opportunity. A successful proposal will also make an individual ineligible for other NEA Foundation funding opportunities, until the grant is successfully completed and closed out.

**Education support professionals (ESPs) are defined as: paraeducators, school bus drivers or other transportation staff, custodial and maintenance staff food services staff, school nurses, health aides and other health and student services staff clerical staff, security staff, skilled trades staff, and technical services staff.*

**Specialized instructional support personnel (SISP) include professionals such as school counselors, psychologists, social workers, occupational therapists, library media specialists, speech pathologists and others.*

Who can apply?

Who cannot apply?

How can grant funds be used?

You May Also Like

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Donation for flooring installation at Vine School Health Center

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)

THE UNIVERSITY OF
TENNESSEE
KNOXVILLE

June 16, 2025

Knox County Board of Education
400 W Summit Hill Dr SW
Knoxville, TN 37902

Subject: Donation for Flooring Installation at Vine School Health Center

Dear Members of the Knox County Board of Education,

I am writing to share some exciting news regarding the Vine School Health Center. We are thrilled to announce that we've received a generous donation from a philanthropic foundation, to fund the installation of new flooring within your facility.

Furthermore, the University of Tennessee will be covering all associated costs for the flooring materials and labor for painting and flooring (*totaling $46,993.55*). This collaborative effort will significantly enhance the quality and appearance of the health center, providing a more modern and welcoming environment for the patients and families we serve.

We are incredibly grateful for this support, which will allow us to make these important improvements without impacting the county's budget. We believe this investment will greatly benefit the Vine School community.

Thank you for your continued support of the Vine School Health Center.

Sincerely,

Victoria Niederhauser

Victoria Niederhauser DrPH, RN, PPCNP-BC, FAAN
Dean & Professor

College of Nursing
Office of the Dean
1200 Volunteer Boulevard Knoxville, TN 37996
865-974-4151 865-974-3569 fax nursing.utk.edu

SKILLED SERVICES
2800 Hoitt Ave | Knoxville, TN 37917

PROPOSAL

DATE: 6/9/2025

TO: Knox County Schools

ADDRESS: 900 E 5th Ave, Knoxville, TN 37917

ATTN: Lori Hall

PROJECT: KCS Vine School Health Center- Painting

Skilled Services LLC proposes to furnish Labor, Materials, Equipment, and Supervision required for completion of the Work as specified below, at project address:
220 Langland St, Knoxville, TN 37915.

DURATION OF WORK: **Skilled Services LLC will coordinate with the Client to complete the specified Work in accordance with an agreed upon schedule.**

SCOPE OF WORK: KCS Vine School Health Center- Painting

1. **Clinic Area including Lobby, Corridors, Exam Rooms, and Lab.**
2. Repaint existing walls and previously painted door frames.
3. Work to be completed at same time as flooring renovation.
4. Rubber base removal and installation was included with floroing renovation proposal.
5. Removal and disposal of consturction debris.
6. Project / Safety Management

BOND: **Not Included in Proposal Amount.**

EXCLUSIONS:

1. Abatement of Hazardous Materials encountered.
2. Removal or Replacement of Furniture, Equipment, or Personal Items from Workspaces.
3. Repair or Rework of Building Deficiencies, such as, but not limited to, Rot, Rust, Mold, Deficient Structure,or Radon which may be encountered during the Work.
4. Protection of Work provided by Skilled Services, once in Place.

NOTES:

1. Owner to remove all furniture, personal items, and equipment before starting of work.
2. **Breakdown of Pricing per Bid #3341.**

3	Site Foreman/Supervisor:	80 Hours @ $34/hr	$2,720.00
4	General Laborer:	230 Hours @ $28/hr	$6,440.00
5	Total Materials:	$4,730.00 x 15%	$5,440.00

PROPOSAL AMOUNT: **Skilled Services LLC proposes to perform the Work as described above for the sum of Fourteen Thousand Six Hundred ($14,600.00) Dollars US.**

SKILLED SERVICES

2800 Hoitt Ave | Knoxville, TN 37917

PROPOSAL

DATE: 6/9/2025

TO: Knox County Schools

ADDRESS: 900 E 5th Ave, Knoxville, TN 37917

ATTN: Lori Hall

PROJECT: KCS Vine School Health Center- Flooring

Skilled Services LLC proposes to furnish Labor, Materials, Equipment, and Supervision required for completion of the Work as specified below, at project address:
220 Langland St, Knoxville, TN 37915.

DURATION OF WORK: **Skilled Services LLC will coordinate with the Client to complete the specified Work in accordance with an agreed upon schedule.**

SCOPE OF WORK: KCS Vine School Health Center- Flooring

1. **Clinic Area including Lobby, Corridors, Exam Rooms, and Lab; Total Area: 3,800 sqft**
2. Remove rubber base.
3. Install new owner provided LVT with owner provided adhesive.
4. Install 6in rubber base at perimeter walls and millwork.
5. Removal and disposal of consturction debris.
6. Project / Safety Management

BOND: **Not Included in Proposal Amount.**

EXCLUSIONS:

1. Abatement of Hazardous Materials encountered.
2. Removal or Replacement of Furniture, Equipment, or Personal Items from Workspaces.
3. Repair or Rework of Building Deficiencies, such as, but not limited to, Rot, Rust, Mold, Deficient Structure,or Radon which may be encountered during the Work.
4. Protection of Work provided by Skilled Services, once in Place.

NOTES:

1. Owner to remove all furniture, personal items, and equipment before starting of work.
2. **Breakdown of Pricing per Bid #3341.**

3	Site Foreman/Supervisor:	240 Hours @ $34/hr	$8,160.00
4	General Laborer:	470 Hours @ $28/hr	$13,160.00
5	Total Materials:	$1,722.00 x 15%	$1,980.00

PROPOSAL AMOUNT: **Skilled Services LLC proposes to perform the Work as described above for the sum of Twenty Three Thousand Three Hundred ($23,300.00) Dollars US.**

Engineered FLOORS
COMMERCIAL DIVISION
FLOORING GROUP EF Contract

PO Box 2207
Dalton, GA 30722
P 800-241-4586
jjflooring.com
efcontractflooring.com

QUOTE

Reference#:

Sales Rep: CARYN KIRKLAND

Project: 2660 VINE MIDDLE MEDICAL CLINIC **Date:** 6/09/25 **Valid Thru:** 7/09/25 **Quote#:**	**Contract:** OMNIA/NCPA JJ **Contract#:** 02-146 **AP Purchase Order#:**
Cust#: 133275	**Agreement Total:** $9,093.55

Bill To Address

KNOX COUNTY SCHOOLS
ATTN/ PURCHASING SUPERVISOR
900 E 5TH AVE
KNOXVILLE
TN 37917-7701

Contact: LORI HALL
Phone: 865-388-5448
Email: LORI.HALL@KNOXSCHOOLS.ORG

Ship To Address

KCS CENTRAL WAREHOUSE
1000 N CENTRAL AVENUE
ATTN: LORI HALL
KNOXVILLE
TN 37917

Contact: LORI HALL
Phone: 805-388-5448
Email: LORI.HALL@KNOXSCHOOLS.ORG

Site Location

UT MEDICAL CLINIC
VINE MIDDLE LANGLAND BLDG
220 LANGLAND STREET
KNOXVILLE
TN 37915

Installer

Project Scope:

MATERIAL ONLY

MILL SUPPLIED PRODUCTS

Style	Color	Size	Back	Qty	Price	Uom	Amount
V5009 LEGEND 3	1055 SAGA	18X36	L3	4410.00	1.80	SF	7,938.00
A1334 COMMPREMIU	PREM PREMIUM	GAL4	II	5.00	128.87	EA	644.35
** Total Material Amount							$8,582.35

INSTALLER PROVIDED PRODUCTS AND SERVICES

	Qty	Uom	Price	Amount
SOUTHEASTERN FREIGHT				$511.20
**** Total MiscellaneousCharges**				**$511.20**

Total Agreement Amount **$9,093.55**

For quotes that include installation services, the industry standard minimum floor prep is included. All other prep will be quoted on a per job basis. Unless otherwise specified in the estimate, recycling and disposal are not included.

THS AGREEMENT IS SUBJECT TO THE TERMS AND PROVISIONS AS NEGOTIATED WITH THE END USER AND ON FILE WITH **ENGINEERED FLOORS.**

Please sign and return along with your PO to contract.team@engineeredfloors.com

Signature _____ **Date** _____

Title _____

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of July, 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 #: 25-431

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 6/30/2025

RLA-17508 **R-25-7-110**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Jill Rosberg, LAW DEPARTMENT

Department: HEALTH DEPARTMENT

Requires Expenditure of Funds: NO Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, appointing Laura Johns (nominee of the Knoxville Chamber of Commerce of a representative of the industrial interests of Knox County) to serve on the Knox County Air Pollution Control Board. (Term expires June 30, 2029)
(Health Department)

Attachments

Resolution

Nominating Email

BIO - Laura Johns

Nomination Letter

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPOINTING LAURA JOHNS (NOMINEE OF THE KNOXVILLE CHAMBER OF COMMERCE OF A REPRESENTATIVE OF THE INDUSTRIAL INTERESTS OF KNOX COUNTY) TO SERVE ON THE KNOX COUNTY AIR POLLUTION CONTROL BOARD. (TERM EXPIRES JUNE 30, 2029)

RESOLUTION: **R-25-7-110**

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, Section 26-34 of the Knox County Code provides for the composition of the Knox County Air Pollution Control Board (the "Board"), which members are appointed by the Knox County Commission (the "Commission") upon nominations received from certain organizations or officials; and

WHEREAS, the term of Doug Ross who served as the representative of the industrial interests of Knox County on the Board expired on June 30, 2025; and

WHEREAS, pursuant to the procedure set forth in Section 26-34 of the Knox County Code, the Knoxville Chamber of Commerce has nominated Laura Johns to fill this vacancy on the Board; and

WHEREAS, the Commission finds Laura Johns well-qualified to serve on the Board and desires to appoint this nominee.

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

The Knox County Commission hereby appoints Laura Johns, the nominee of the Knoxville Chamber of Commerce of a representative of the industrial interests of Knox County, to the Knox County Air Pollution Control Board to serve a four (4) year term beginning July 1, 2025 and expiring June 30, 2029.

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

From: Amy Nolan <anolan@knoxvillechamber.com>
Sent: Thursday, June 26, 2025 10:25 AM
To: Justin Mayer <Justin.Mayer@knoxcounty.org>
Subject: [External]Air Pollution Control Board

Justin:
Thank you for your patience as we worked to select an appointment to the Air Pollution Control Board. Laura Johns with Dow Chemical has agreed to serve.

Her contact information is:
Laura E. Johns
Senior Site Manufacturing Director, Knoxville
Dow Coatings Materials Americas Manufacturing Leader
The Dow Chemical Company
730 Dale Avenue
Knoxville, TN 37921
Phone: 865-521-8206
Email: *lejohns@dow.com*

Amy Nolan | Vice President, Regional Enhancement
17 Market Square, #201 | Knoxville, TN 37902
O: 865-246-2641 | anolan@knoxvillechamber.com | knoxvillechamber.com

KNOXVILLE CHAMBER

Laura Johns – Dow Chemical

Personal History

- Born in Rural North Carolina (Pfafftown, NC)
- Married for ~ 18 years (Jay)
- 2 children: Zoey (15) and Karter (12)
- We love to spend time with family, outdoors and traveling.
- Graduate of NC State University, MS Chem Eng (1999)









Laura Johns – Dow Chemical

Professional History:

- Current Role: Dow Coatings Americas Manufacturing Director
- 24 years with Dow
- Previous Roles:
  - UNIPOL™ Licensing (1999 – 2010)
    - ✓ Process Engineer UNIPOL ™ Licensing (Union Carbide) – Charleston, WV
    - ✓ Licensing Process Engineer, Polypropylene Licensing (Dow) Charleston, WV
    - ✓ Start-Up Engineering Representative for Polypropylene Licensing – Bratislava, Slovakia
    - ✓ Development Engineer Polypropylene R&D – Charleston, WV
    - ✓ Senior Development Engineer Polypropylene Process R&D – Freeport, TX
  - Polyglycols, Surfactants, and Fluids (2010 – 2018)
    - ✓ Senior Improvement Engineer/Manufacturing Representative – Charleston, WV
    - ✓ Business Operational Excellence Leader (PS&F, OS, and Amines) – Charleston, WV
    - ✓ Operations Leader for Oxide Adducts and Chemical Mixing – Charleston, WV
  - Dow Coatings Materials (2018 – Current)
    - ✓ Business Operations Productivity Improvement Leader - Knoxville, TN
    - ✓ Polymers Production Leader - Knoxville, TN
    - ✓ Knoxville Site Senior Manufacturing Director - Knoxville, TN



July 7, 2025

Justin Mayer
Division Director of Air Quality Management
Knox County Health Department
140 Dameron Ave.
Knoxville, TN 37917

Dear Justin:

It is my pleasure to nominate Laura Johns to the Knox County Air Pollution Control Board.

Ms. Johns, a chemical engineer, has worked for the past 24 years at Dow Chemical. She has held progressively responsible positions at Dow Coatings Materials in Knoxville, including the site's senior manufacturing director. She currently serves as Dow Coatings Americas Manufacturing Director.

Ms. Johns professional experience and Dow Chemical's significant operations in Knoxville make her an ideal person to serve on this board.

Please don't hesitate to let me know if I can provide additional information.

Sincerely,

Mike Odom
President & CEO

RLA-17466 **R-25-7-111**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, accepting the resignation of Christopher Manning on the Knox County Sheriff's Office Employees' Merit System Board of Directors and appointing _____ to serve the unfulfilled term of Mr. Manning on the Board. (Term expires September 30, 2025) *(Interviews will be conducted at the Commission Optional Agenda Review Meeting on Monday, July 21, 2025 at 3:00 p.m.)*
(Commissioner Oster)

Attachments

Resolution

Resumes

Letter of Resignation - Christopher Manning

Public Notice

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE ACCEPTING THE RESIGNATION OF CHRISTOPHER MANNING ON THE KNOX COUNTY SHERIFF'S OFFICE EMPLOYEES' MERIT SYSTEM BOARD OF DIRECTORS AND APPOINTING _____ TO SERVE THE UNFULFILLED TERM OF MR. MANNING ON THE BOARD. (TERM EXPIRES SEPTEMBER 30, 2025)

RESOLUTION: **R-25-7-111**

REQUESTED BY: **COMMISSIONER OSTER**

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, Section 42-53 of the Knox County Code provides for the Knox County Sheriff's Office Employees' Merit System Board of Directors (hereinafter the "Merit System Board of Directors") to be composed of seven (7) members with (3) three members appointed by the County Mayor and four (4) members appointed by the Knox County Commission (the "Commission"); and

WHEREAS, Christopher Manning, who is one of the Commission's appointees, recently resigned from his seat on Merit System Board of Directors, leaving an unfulfilled term expiring September 30, 2025; and

WHEREAS, the Commission conducted an open and transparent process for the purpose of filling this vacancy on the Merit System Board of Directors, including publishing notice in a newspaper of general circulation and interviewing candidates interested in serving on the Merit System Board of Directors at a duly noticed public meeting; and

WHEREAS, after due consideration, the Commission desires to fill this vacancy on the Merit System Board of Directors.

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

The Knox County Commission hereby accepts the resignation of Christopher Manning on the Merit System Board of Directors and appoints _____ to complete the unfulfilled term of Mr. Manning on the Merit System Board of Directors with such term to expire on September 30, 2025.

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 SHERIFF'S OFFICE EMPLOYEES' MERIT SYSTEM BOARD OF DIRECTORS
July 2025

(Term expires September 30, 2025)

1. Jaybee Brennan
2. William Donald Green
3. Dylan Shelton

JAYBEE BRENNAN

[redacted]

OBJECTIVE: Knox County Sheriff's Office Merit Council Board of Directors

EDUCATION: Bachelor of Science, Criminal Justice Administration, California State University, San Diego.

Southwestern College, San Diego Sheriff's Department, 73rd Sheriff's Academy, Basic P.O.S.T. certificate.

Police Officer Standards and Training (P.O.S.T.), 3000+ hours. Coursework includes supervisory, management, leadership, and technical training in each rank.

PROFESSIONAL EXPERIENCE:

Sept 2016 to present: Community Volunteer

Scouting America-Great Smoky Mountain Council:
Membership Standards Committee
Scoutfest Staff.

Shangri-La Therapeutic Academy of Riding (STAR):
Songwriters event committee
Bridles and Blue Jeans event committee
Events Community Outreach and Fundraising Committee
Special Needs Equine event staff

RECEIVED
JUL 14 2025
KNOX COUNTY
COMMISSION

2014 to 2015: Riverside Police Department, Central Investigations Bureau Commander

Management of the Centralized Investigations Bureau (CIB); including the specialized Units of Homicide/Robbery, Missing Persons, Sexual Assaults/Crimes Against Children, Economic Crimes, Computer Forensics, Evidence Unit, and Domestic Violence Unit. These duties included executive writing skills, budgeting and oversight of bureau assets, management of Officer-Involved-Shooting incidents and Casebook reviews, Press Information Officer duties, and policy writing. Working Group member in CAL-CHIEF's for research of a state-wide "best practices" policy on U-Visa and T-Visa law enforcement policy.

Aug 2012 to Aug 2014: Riverside Police Department, Support Services, Training Bureau Commander

Management and oversight of departments Training Bureau. Duties include management and oversight of Field Training Officer Program, Police Range, Mentor Program, POST Critical Issues and Tactics training for all sworn personnel, Cadet Program, Reserve Program, writing of training policy, and special projects. Management of the department's POST and non-POST training budgets. Member of NIWAP U-Visa policy group for the creation and distribution of the national "Blue Ribbon Campaign" Federal Law Enforcement Training Center (FLETC) training video's on U-Visa and T-Visa. These Violence Against Women's Act (VAWA) policy recommendations and training video for U-Visa and T-Visa Policy were submitted as a staff report to then Vice-President Joe Biden.

Jan 2011 to Aug 2012: Riverside Police Department, Police Lieutenant - Field Operations

Management, administrative and Watch Commander duties on all shifts. Oversight, training, and development of personnel, Incident Commander at critical incidents, discipline of employees, and review and make recommendations for operating procedures within the division to Command Staff. These duties demonstrate knowledge of police principles and methods, and practices of organizational, administrative, budgetary and personnel management. Obtained P.O.S.T. Management Certificate.

Nov 2001 to Jan 2011: Riverside Police Department, Police Sergeant - Field Operations, Office of the Chief of Police, General Investigations, Special Operations assignments.

Provided oversight and training of recruits as Field Operations Field Training Officer (FTO) Sergeant. Compiled research and made policy recommendations to Chief of Police while assigned to Audit and Compliance Unit and Chief's Adjutant positions. Projects included state-wide Community Police Review Board study, County-wide Sexual Assault Teams, Youth Advisory Teams, and Case Management Audit. Wrote draft Strategic Plan and coordinated community outreach for Strategic Plan input. Public Information Officer duties included receiving Public Records Acts requests and acting as department spokesperson at major incidents. Developed Family Justice Center partnership protocols, coordinated case filing protocols with District Attorney's Office, and organized community outreach events. One of just three county-wide court certified subject-matter-experts in domestic violence. Earned Riverside County's LEAC Award for Excellence in Community Service and was a Recipient of District Attorney's Office Resolution for community service and leadership. Completed Internal Affairs and Traffic Division supervision assignments. Supervised 104 employees; including Traffic Detectives, officers, civilian PSR's, and crossing guards as Traffic Division Administrative Sergeant.

Nov 2000 to Nov 2001 Riverside Police Department, Police Detective - General Investigations Division, Economic Crimes

Detective assigned to investigate economic crimes including fraud, identity theft, scam crimes, and bank embezzlement.

May 1997 to Nov 2000 Riverside Police Department, Police Officer

Field Operations with Collateral assignment as a Field Training Officer. Awarded Division Commander's Commendation for creation and implementation of Officer ABC program. Assigned to University Neighborhood Enhancement Team (UNET). Developed first Neighborhood Beat Officer (NBO) locations and initiated community outreach for grant funded sexual assault education. Developed/implemented undercover sting operations for retail crimes and instituted the department's first Law Enforcement Regional Retail Theft Association training day.

Jan 1994 to May 1997 El Cajon Police Department, Police Sergeant

Assignments included Watch Commander, Training Division, Background Investigator, Inspection & Control Auditor, OSHA Compliance, and Internal Affairs Investigator. Nominated for Medal of Valor on a critical incident. Awarded Police Medal for Heroism on a critical incident involving a hostage barricade with an infant child.

Oct 1985 to Jan 1994 El Cajon Police Department, Police Officer and Detective assignments including:

Various assignments as an Officer and Detective included Field Training Officer, Grant Writer, Research, Planning and Development Unit, Problem Oriented Policing Coordinator, and Domestic Violence Unit as a Detective. Handling 300 domestic violence cases monthly. Awarded Lifesaving Medal for medical aid to an attempt murder victim. Graduated of El Cajon Chamber of Commerce Leadership Program.

TRAINING AND CERTIFICATES:

- Basic, Intermediate, Advanced, Supervisory, Management POST Certificates
- POST Management School
- Supervisor Leadership Institute (Valedictorian)
- Toastmasters International, CC, ACB
- Supervisory Excellence, Professional Certificate
- Internal Affairs School
- National Association of Women Law Enforcement Executives, Regional Designee
- Tactical Response to Critical Incidents
- Advanced Criminal Investigations Course
- Homicide Investigations Course
- Supervisor Advanced Patrol Strategies
- Leadership Skills for Women Managers
- Coaching Skills for Managers/Supervisors
- Training Managers School

PROFESSIONAL MEMBERSHIPS/AWARDS/RECOGNITION:

Scouting America Great Smoky Mountain Council: Leaders in Law Enforcement Award

Chamber of Commerce Leadership Program: Graduate of both Leadership Riverside and Leadership El Cajon programs. Class project: Riverside TEDx conference that sponsored 600 local high school students; recognized as a highlight community program of the year by The Press Enterprise.

California Association of Human Relations Organizations- CAHRO (2007 to 2015): Executive Board Member of CAHRO. Initiated state-wide convenings and training seminars for state-wide Human Relations Commissions and community-based organizations for the purposes of policy, current affairs, and outreach related to human relations topics such as Hate Crimes, legislation, grants, discrimination of protected classes, and police/community relations. Initiated the first Inland Empire/City of Riverside CAHRO outreach training symposium dedicated to Police/Community Race Relations and Men and Boys of Color. Created several Police/Community Relations training modules for state-wide CAHRO conferences.

Patrick Crowe Community Service Award: For recognition of leadership, community service and Board of Director membership in various organizations including Boy Scouts of America, Safe Alternatives for Everyone (SAFE), Police Athletic League (PAL), Western Inland Empire Coalition Against Hate (WIECAH), State of California Collaborative Justice Courts Advisory Committee, and California Association of Human Relations Organizations (CAHRO).

Woman of Distinction – California State Assembly: For recognition of leadership in the law enforcement profession and community service.

Toastmaster of the Year – Club #6642: For recognition of superior communication skills, club leadership, and speaker competition skills in Toastmasters International.

Other professional memberships/awards/recognition:

- Collaborative Justice Courts Advisory Committee - State of California
- Western Inland Empire Coalition Against Hate- Board Member
- Chief's Advisory Board - Proctor
- LEAC Award, Excellence In Community Service
- Resolution #41, Riverside County District Attorney's Office, FJC DV Unit
- California State Senate Resolution-Heroism
- California State Senate Resolution- Excellence in Community Service
- Chamber of Commerce Leadership Program
- California State Senate Resolution- Lifesaving

- Medal of Valor Nominee
- Police Star for Heroism
- Police Lifesaving Medal
- Gold Medal, Police Olympics Women's Boxing

COMMUNITY SERVICE:

The Carolyn E. Wylie Center for Children: Board Member from 2013-2015. Community services and outreach for disabled and special needs children in the areas of education, counseling services, parenting classes, and health services.

Scouting America - Volunteer/Fundraiser: Volunteer/fundraiser for 15 years. Conducted training sessions in workplace violence and domestic violence. Golden Eagle contributor. Membership Standards Committee Great Smoky Mountain Council.

Safe Alternatives for Everyone (SAFE): Volunteer, fundraiser, chaperone, and trainer for 5 years. Conduct job skills and communications training for youth. Coached boys and girls boxing and volunteer for SAFE sponsored community events.

P & R Foundation: Membership and fundraiser for 5 years. Plan and organize Temecula Rod Run Event as fundraiser for Boys and Girls Club of America.

Education/Outreach: Court certified subject-matter expert in domestic violence. Conduct education, seminar, conference training to schools, community groups, and other law enforcement agencies on domestic violence as a volunteer.

Other community service organization participation:

- Domestic Violence Awareness Instructor
- Workplace Violence Awareness Instructor
- Rape Crisis Center
- El Protector
- Scouting America Explorer Post #714 – Staff
- Fox Foundation (Encore Society member)
- Scouting America- Great Smoky Mountain Council

WILLIAM DONALD GREEN

[redacted]

PROFILE

Presently serve as a Commissioner on the TN Police Officer Standards and Training Commission. Have been the Secretary/Treasurer for the TN Chapter FBI National Academy Associates coordinating their annual conferences since 2020]. Have previously served as Executive Director for the University of Tennessee's Law Enforcement Innovation Center, one of the senior leaders for UT's Institute for Public Service. Managed the National Forensic Academy, a ten-week, hands-on training program for criminalistic officers, the South Eastern Leadership Academy, a five-week, supervision/management program, as well as specialized training components and conferences that enhance the capacity of agency personnel for their communities. Retired from the Knoxville (TN) Police Department in 2008 with over 31 years of law enforcement experience, last position as Deputy Chief of Police.

EDUCATION

Ed,S, Educational Administration and Supervision, Lincoln Memorial University, 2011
M.S. Criminal Justice Systems Application, UT at Chattanooga, 1987
B.S. Psychology, minor in Criminal Justice, UT at Martin, 1981
Senior Management Institute for Police, PERF, 2003
FBI National Academy, 204th Session, 2001
Tennessee Law Enforcement Executive Development Seminar (FBI), 2000

WORK EXPERIENCE

Consultant: 2019 - Present
Have worked with the FBI National Academy Associates, TN Chapter to coordinate their annual conference and selected trainings since 2014, to include hotel logistics, vendors, merchandise, and food/beverage. Currently hold the office of Secretary/Treasurer of the TN Chapter.
Worked with the Blount County (TN) Sheriff's Office reviewing Internal Affairs complaints and providing leadership training.
Worked with Virtual Academy/Savant Learning Systems in content development, vetting instructional expertise, marketing, and serve on their Advisory Board.
Served on various committees and workgroups with the TN Association of Chiefs of Police.
Worked with Bethel University to increase enrollment and improve criminal justice outreach programs.

UNIVERSITY OF TENNESSEE, LAW ENFORCEMENT INNOVATION CENTER, April 2008 to 2018
Exempt Employees: 11 (at time of retirement)
Non-exempt employees: 2 (at time of retirement)
Annual Budget: $2 million (FY018)

Executive Director, 2009 to 2018

One of the senior leaders for UT's Institute for Public Service. Provided large scale conferences to a national audience on a regular basis. Oversight of the National Forensic Academy, a ten-week, hands-on training program for criminalistics officers, the South Eastern Leadership Academy, a five-week, supervision/management program, as well as specialized training components that enhance the capacity of

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KNOX COUNTY
COMMISSION

agency personnel for their communities. Represent IPS on the system wide Diversity Advisory Council. Assisted in chairing or participating in search committees for Vice President and Director vacancies for the University. Interact with senior leaders across the UT system, elected officials, LEIC board members and stakeholders on a regular basis. Managed and wrote grants securing both federal, state and private funds. Involved in development initiatives that provided funding for programs. Handled human resources related items to include hiring, training, discipline and dismissals as well as budget and facility issues associated with the Center. Presented on a variety of topics; agency initiatives, leadership, diversity, homeland security, domestic violence, etc.

Program Manger, National Forensic Science Institute, 2008-2009

Act as program manager to the University of Tennessee's Law Enforcement Innovation Center, providing oversight of the National Forensic Science Institute. Manage the National Forensic Science Academy, a ten-week, hands-on training program for criminalistic officers as well as specialized training components. Wrote and managed grants. Established relationships with stakeholders, participants, future customers, potential partners and funding sources.

KNOXVILLE POLICE DEPARTMENT, August 1979 to April 2008
Authorized sworn officer strength: 416
Non-sworn employees: 91
Annual Budget: $41 million
Accreditation: Department since 1992, Training Academy since 2004

Deputy Chief of Police, Division Commander, 2002 to 2008

Assistant to the Chief of Police, providing oversight of the Department. During the Chief's absences, assume responsibility for all operational issues. Routinely provide administrative support and counsel to the Chief and represent him to other city departments and government agencies, as well as neighborhood communities. As a member of the command staff, respond as needed on a twenty-four hour / seven day a week basis to events requiring specific administrative oversight. Regularly represent the Department when policy issues are discussed on issues of operational activities, homeland security, discipline, litigation issues, budget, planning, training, personnel issues, communications, fleet management, technology, special projects and community meetings. Interact with the public safety entities of other city, county, state and federal agencies. Work closely with the Mayor and City Council and participate in media releases both by interview and presentation. Also function as liaison for the Department in Homeland Security issues.

Previously served as Division Commander for the Criminal Investigative Division from July of 2007 to April 2008. Division is responsible for investigating crimes against the community, persons, and property and pursuing successful prosecutions in our judicial system. Partner with various federal and state agencies, as well as other adjacent law enforcement organizations to enhance the safety of our community. Task forces include Internet Crimes Against Children, JTTF, ATF, U.S. Marshals, and DEA.

Served as Division Commander for the Support Services Division from 2002 till 2007, responsible for a wide range of departmental activities, including assistant to the Chief of Police, homeland security, technology, program development, media relations, training, personnel administration, investigation of departmental personnel, adjudication of performance deviations, review of budgetary issues, grants

administration, and relationships with other city and government agencies and neighborhood communities. Oversaw and advised direct report work units which include: Records Management, Evidence and Property, Central Supply (acquisition and distribution of supplies for everyday operations), Technology (in-car camera systems, mobile dispatch terminals, radio communications, red light camera enforcement), Training, the School Resource Officer Program and the Safety Education Unit (SEU). The SEU comprises the Crime Prevention and Neighborhood Watch activities, DARE, and law enforcement educational programs such as Safety City.

Provide training on leadership, supervision, and ethics to Departmental members. Host an employee forum at in-service training to address employee's issues and serve on the County's Justice Workgroup to address jail overcrowding and other prosecution issues.

Captain, Office of the Chief of Police, 2000 – 2002

Represented the Knoxville Police Department as the first Fellow of the Federal Bureau of Investigation's Leadership Fellows Program at Quantico, VA. As a staff member of the Leadership and Management Science Unit, provided instruction for the F.B.I.'s National Academy, International Law Enforcement Academy in Budapest, Hungary, and for F.B.I. field offices on leadership and supervision. Assigned to continue development of the Leadership Fellows Program and assisted in selection of additional Fellows. Interacted with and instructed students from throughout the United States and the world and developed important lessons contributing to own development and consequently to the success of the Knoxville Police Department.

As Staff Officer for the Chief of Police coordinated Homeland Security funding for the City of Knoxville, overseeing the Nunn-Luger-Domenici Grant ($310,000), Major Metropolitan Medical Response Grant ($600,000), and provided input for additional Homeland Security funding, training, and planning. Completed evaluation and submitted recommendations and specifications for specialized equipment purchase by the Department and the City of Knoxville. Helped develop response strategies should crisis situations occur.
Assisted the Chief of Police in reviewing internal investigations and disciplinary action resulting in reprimands, suspensions and terminations of employees, provided recommendations on policy decisions, training, selection and deployment of personnel (examples include entry level, both sworn and non-sworn, promotional, and special units), special projects, community involvement and assisted in budgetary decisions.

Lieutenant, Operations Division, 1996 –2000

As a field lieutenant for the West District, supervised 70 patrol officers and twelve sergeants. Made day-to-day operational decisions, assisted in the development of strategic plans for the District, worked with community groups and individuals to resolve concerns and complaints, evaluated employee performance standards, mediated complaints and grievances with employees, assigned officers based on need and abilities, completed reports and analysis of performance and assisted on budgetary requests.

As the coordinator for the Department's Public Housing Policing Program, selected, assigned, and evaluated over 200 sworn officers to provide supplemental policing in the public housing developments and adjacent communities. Acted as liaison with Knoxville's Community Development Corporation and the Department, ensuring overall effectiveness of the program, expenditures of grant funding of approximately $1,000,000 each year, reduction in criminal victimization, increase in arrests and law

enforcement activity, relationship with community, and grant related information. While under my oversight, violent crime decreased by 33% in the developments. Conducted citizen surveys of residents on safety concerns and community involvement.

Continued to provide leadership and supervision to the Department's Teleserve Unit, Cadet Program, and other specialized components of the Operation Division's Support Services Section.

Sergeant, 1992 - 1996

Assigned to the Patrol Division, supervising fourteen officers in the West geographic area of the City of Knoxville. Did yearly evaluations, provided resources for directed patrol activities, monitoring and motivating employees during daily patrol activities and providing direction during major investigations and critical incidents. Conducted traffic accident reconstruction and investigations.

Assigned to oversee the Teleserve Unit and Cadet Program for the Support Services Unit of the Patrol Division. Managed staffing and scheduling for the telephone reporting function, maintaining a reporting level of 40-45%. Scheduled and monitored the activity of the Cadets who were employed as report takers and issued parking citations while maintaining a college schedule.

Assisted and did field oversight of shifts of Public Housing Policing officers, maintaining supplemental police presence and activity in the seven separate developments.

Police Officer, 1979 – 1992

Conducted criminal and traffic investigations, responded to calls for service, prepared and submitted directed patrol activities, including plain clothes/undercover assignments. Performed as a Field Training Officer, providing one-on-one training and evaluations for new officers.
Worked as Night Shift Supervisor in the Detention Unit for eight months during the 1982 World's Fair, maintaining booking operations, identifications, fingerprinting, warrant checks, and inspections for as many as 150 inmates.

Assigned on a temporary basis to the Organized Crime Unit, working Vice Operations. Conducted search warrants, developed informants, and worked undercover / plain clothes. Also assigned to the Training Unit, for a period of nine months, assisting with the training of the 1991 Recruit Class. Provided training on specialized topics.
Assigned to supplemental duties, in addition to regular patrol responsibilities as member of the Special Operations Squad, Traffic Accident Reconstruction, Hazardous Materials Officer, Boating Officer, Breathanalyzer Operator, and assistant Public Information Officer.

Special Operations Squad, 1989 – 2001

Selected for the Department's Special Weapons and Tactics Unit. Assigned leadership responsibility as an entry team leader and executive officer, with final assignment as Squad Commander. Coordinated tactical plans and operations dependent on nature of Unit use.

Received increased responsibility from the Command Staff and Squad Commander, annually coordinating training, preparing budget, evaluated equipment (vests, weapons,

vehicles, fiber optics, shields, etc.) conducted personnel selection, made tactical recommendations during critical incidents and directed crisis planning. Advancement continued to Executive Officer and ended with Commander. Made the initial recommendation for the Knoxville Police Department to transition to less lethal options, conducted testing and evaluation on possible options, and finalized the purchase and policy on use of impact munitions and Tasers. Assisted in dignitary protection to include the President and Vice President of the United States.

The reputation of the Department's Squad and training was considered the best in our region, with adjacent agencies requiring attendance to Squad's training a prerequisite for their own Unit's members. During critical incidents our Squad is often requested to assist other agencies.

SOUTH FULTON (TN) POLICE DEPARTMENT, 1977 – 1979
Patrol Officer

Additional Experience

Author, Law & Order Magazine 2001 – 2006
Knoxville's GPV SWAT Vehicle – November 2006
Changes in Policing – April 2003
Keeping a Team Together – March 2002
Practical Responses to Terroristic Threats – February 2002
TN Forensic Science Academy – November 2001
Redesigning Public Housing – October 2001
Calculating Ethics – August 2001
Implementing a Multi-Jurisdictional SWAT Team – March 2001
Leading a SWAT Team – March 2001
Developing Police Leaders – February 2001

Author; Tactical Response Magazine
Keep the Team Together – Charter Issue 2002

Author, The Chief of Police Magazine,
The Leadership Fellows Program, September/October 2001

Guest Columnist, Knoxville News Sentinel
Drug Exposure Poses Threat for First Responders, May 21, 2017
New Law Enforcement Training Focuses on Communication, August 6, 2017

Facilitator, Fox Valley Technical College, 2003 to 2008

Provide information nationally to law enforcement officers, command staff, school administrators, and public officials on Safety Planning and Crime Prevention Through Environmental Design.

Instructor, Law Enforcement Innovation Center / UT, 1999 to 2018

Provide information to law enforcement officers, supervisors, command staff (to include Chiefs and Sheriffs) and community members on leadership and supervision, ethics, crime prevention, and community policing throughout the Southeast. Developed and provide New Chief's Training conducted in conjunction with Tennessee Association of Chiefs of Police. Instruct for the Southeastern Command and Leadership Academy, hosted by the University of Tennessee at Chattanooga. Conducted staffing

analysis for the University of Alabama, Birmingham, Police Department in December 2002.

Instructor: Knoxville Police Department Training Academy (1991 – 2008)

Provide training on a variety of topics to include: Fatal Traffic Accident Investigation, Community Policing, Problem Solving, Tactical Police Bicycle, Special Weapons and Tactics, TASER, Employee Evaluations, Leadership and Supervision, and Homeland Security Assessments.

Community Service

Allies for Substance Abuse Prevention for Anderson County – ASAP (2009 – 2016)
Safe Kids, Board of Directors, Chair – 2006 (2004-2008)
Law Enforcement Federal Credit Union, Supervisory Board, Chair (1996-2008)
National Center for Missing and Exploited Children, Prevention Council (2006)
Governor's Council on Homeland Security (2005-2008)

Professional Affiliations

International Association of Chiefs of Police (retired)
Tennessee Association of Chiefs of Police
- Prior Co-Chair Leadership Development Committee
- Prior Chair of Homeland Security (representative on Governor's Council)
- Prior Chair of ICAC Committee
- Prior Co-Chair of Training Committee

Federal Bureau of Investigation National Academy Associates
- President (TN Chapter) – 2016
- Officer (TN Chapter) – 2014-2017
- Secretary/Treasurer (TN Chapter) – 2020-2023

Law Enforcement Executive Development Association (retired)
Police Executive Research Forum (retired)

Awards

Freeman Cooper Retired Member of the Year (TACP) – 2020
Board Member of the Year, Safe Kids, Knox Chapter – 2006
President's Award, TACP – 2003

DYLAN SHELTON
[redacted]

July 15, 2025

Office of the Knox County Commission
Suite 603, City County Building
400 Main Street
Knoxville, TN 37902
VIA EMAIL: commission@knoxcounty.org

To Whom It May Concern:

I respectfully submit this letter of interest for appointment to the Knox County Sheriff's Office Employees' Merit System Board of Directors. As a licensed attorney practicing in Knoxville, I am deeply committed to the principles of fairness, professionalism, and integrity in public service, principles which form the very foundation of the Merit System's mission.

I currently work as an attorney with Banks & Jones, where I advocate for individuals across a wide range of socioeconomic, cultural, and educational backgrounds. This experience has strengthened my ability to approach complex situations with empathy, objectivity, and sound judgment. Prior to that, I clerked with the firm throughout law school, gaining valuable experience in legal research writing, and advocacy for others.

There Merit Council's purpose of ensuring a fair hiring, promotion, and employment practices within the Knox County Sheriff's Office, while protecting law enforcement personnel from political coercion, is essential to maintaining public trust and operational integrity. I believe my legal background, analytical skill set, and commitment to impartiality position me well to serve effectively on this Board.

I would be honored to contribute to the work of the Merit System Board and to support the mission of strengthening Knox County's law enforcement community through equitable governance. Thank you for considering my application.

Sincerely,

Dylan Shelton



DYLAN SHELTON

[redacted]

EDUCATION

Lincoln Memorial University – Duncan School of Law — Knoxville, Tennessee
Juris Doctor, May, 2024
Honors: Magna Cum Laude
GPA: 3.595
Activities: Member, Real Estate Law Society
Member, Family Law Society
Member, Sports & Entertainment Law Society
Student Member, Knoxville and Tennessee Bar Association

East Tennessee State University — Johnson City, Tennessee
Bachelor of Business Administration, May, 2021
Honors: Cum Laude
Congressional Certificate of Achievement
Activities: Member, Charter Financial Analyst Club

Northeast State Community College — Blountville, Tennessee
Associate of Science, May, 2019
GPA: 3.145

EXPERIENCE

Banks & Jones, Attorneys at Law — Knoxville, Tennessee
Attorney, November, 2024 – Present

- Negotiate settlements, communicate with clients, and manage discovery.
- Conduct legal research to support motions and memoranda of law.
- Analyze police reports, medical records, and expert opinions to evaluate liability and case value.

Law Clerk, June, 2022 – November, 2024

- Conducted legal research and drafted motions, pleadings, and memoranda.
- Drafted demand letters, discovery responses, and other correspondence.
- Performed document review tasks in relation to discovery disputes.

MEMBERSHIPS

- TENNESSEE BAR ASSOCIATION
- KNOXVILLE BAR ASSOCIATION

INTERESTS

In my free time, I relish the opportunity to tee off at local golf courses, engage in spirited pickleball matches with friends, and unwinding with my two dogs. I value both the focus that individual sports demand and the camaraderie that comes with team-oriented activities.

Drucilla Stills

From: Christopher Manning [redacted]
Sent: Friday, June 6, 2025 1:58 PM
To: Commission
Cc: Paula Taylor
Subject: [External]Merit Council Resignation

Good afternoon, I am submitting my resignation from the Merit Council, effective July 1, 2025. I have served since April 2022 and truly appreciate the opportunity to engage in this worthwhile work.

Thank you.

Sincerely,

Chris Manning
[redacted]

>>>CAUTION<<<
This message originates outside of the Knox County email system. Use caution if this message contains attachments, links or requests for information.



Knox County Commission

NOTICE

TO: MEMBERS OF THE KNOX COUNTY COMMISSION
DEPARTMENTS, AGENCIES, AND NEWS MEDIA

FROM: OFFICE OF KNOX COUNTY COMMISSION

DATE: JUNE 30, 2025

The Knox County Commission shall receive letters and resumés/credentials from candidates seeking appointment to one (1) vacancy to serve an unfulfilled term expiring September 30, 2025 on the Knox County Sheriff's Office Employees' Merit System Board of Directors. Resumés should be submitted by mail, fax, e-mail or hand-delivered no later than ***Wednesday, July 16, 2025 at 4:00 pm*** to:

Office of the Knox County Commission
Suite 603, City County Building
400 Main Street
Knoxville, TN 37902
Phone: 215-2534
FAX: 215-2038
E-mail: commission@knoxcounty.org

The Knox County Commission will interview candidates at the Commission Optional Agenda Review meeting on Monday, July 21, 2025 at 3:00 p.m. in the Main Assembly Room of the City-County Building, 400 West Main Street.

The Commission's appointment shall be considered during the regularly scheduled meeting of the Knox County Commission on Monday, July 28, 2025 at 5:00 p.m. in the Main Assembly Room of the City-County Building, 400 West Main Street.

The following provisions apply in accordance with Ordinance O-22-6-103:

- Membership is completely voluntary, and members will receive no compensation for their service.
- The board meets quarterly, unless a special-called meeting is held.
- Applicants must be over 21 years of age; of good moral character; a citizen of the United States and the State of Tennessee; and a resident of Knox County.
- No person shall be eligible to serve as a member on the Merit System Board of Directors if they have previously been employed by the Knox County Sheriff's Office department within the ten (10) calendar years preceding his/her appointment by the Commission, or if any member of such person's immediate family is or becomes employed by the Knox County Sheriff's Office or the Knoxville Police Department at any time during such person's term of service as a member of the board council. For purposes of this section, "immediate family" shall include spouse, parent, grandparent, siblings, in-laws, or children
- Members will be required to attend an Ethics training provided by the Knox County Human Resources Department, as required of all employees of Knox County.
- The County Commission finds that the actual or apparent political influence on the members of the Merit System Board is injurious to the credibility of the board and undermines its mission as an apolitical civil service system for KCSO employees. Therefore, membership on the Merit System Board shall be conditioned upon the following:
    - No person holding a position on the Merit System Board shall take an active part in any political campaign while a member of the Merit System Board.
    - No member of the Merit System Board shall solicit money for political campaigns.
    - No member of the Merit System Board shall make any public endorsement of any candidate in any campaign for elected office.
    - A member of the Merit System Board shall not use such position to reflect the member's personal political feelings as those of the Sheriff's department or to exert any pressure on anyone to influence that person's political views.
    - No member of the Merit System Board shall display any political advertising or paraphernalia on such person's body or automobile while conducting business on behalf of the Merit System Board. However, nothing in this part shall be construed to prohibit or prevent any such employee Board Member from becoming or continuing to be a member of a political club or organization and enjoying all the rights and privileges of such membership or from attending any political meetings while not on duty. Such employee Board Member shall not be denied freedom in the casting of a vote.
    - During a Merit System Board Member's term of service, should that Member take active steps toward becoming a political candidate, such member shall immediately resign from the Board of Directors.

PUBLIC NOTICE

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  - During a Merit System Board Member's term of service, should that Member take active steps toward becoming a political candidate, such member shall immediately resign from the Board of Directors.

Focus:
Merit Board
Resumés

PUBLIC NOTICES

Govt Public Notices

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  - o A member of the Merit System Board shall not use

KNS
Merit Board
Resume's

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is or expense that results from an error in or o

Govt Public Notices

such position to reflect the member's personal political feelings as those of the Sheriff's department or to exert any pressure on anyone to influence that person's political views.

o No member of the Merit System Board shall display any political advertising or paraphernalia on such person's body or automobile while conducting business on behalf of the Merit System Board. However, nothing in this part shall be construed to prohibit or prevent any such employee Board Member from becoming or continuing to be a member of a political club or organization and enjoying all the rights and privileges of such membership or from attending any political meetings while not on duty. Such employee Board Member shall not be denied freedom in the casting of a vote.

o During a Merit System Board Member's term of service, should that Member take active steps toward becoming a political candidate, such member shall immediately resign from the Board of Directors.

Powered by TECNAVIA

RLA-17463 **R-25-7-220**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Jan Miller, LIBRARY SYSTEM

Department: LIBRARY SYSTEM

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract in the amount not to exceed $430,500.00 with the Tennessee State Library and Archives for general library services and library materials. (No local match required)
(Library)

Attachments

Resolution

2026 General Library Services Grant Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A GRANT CONTRACT IN THE AMOUNT NOT TO EXCEED $430,500.00 WITH THE TENNESSEE STATE LIBRARY AND ARCHIVES FOR GENERAL LIBRARY SERVICES AND LIBRARY MATERIALS. (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-25-7-220**

REQUESTED BY: **LIBRARY**

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 State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives for the provision of providing access to and circulation of library materials for the period beginning July 1, 2025 and ending June 30, 2026; and

WHEREAS, under the terms of the proposed General Library Services Grant Contract, the Knox County Public Library will receive grant funding in an amount not to exceed $430,500.00 to provide the aforesaid services, as further defined in the Scope of Services and Deliverables section of the attached 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 State Library and Archives for the provision of providing access to and circulation of library materials 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 State Library and Archives for the provision of providing access to and circulation of library materials 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

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE, OFFICE OF THE SECRETARY OF STATE, TENNESSEE STATE LIBRARY AND ARCHIVES AND KNOX COUNTY GOVERNMENT

This grant contract ("Grant Contract"), by and between the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Knox County Government, hereinafter referred to as the "Grantee," is for the provision of providing access to and circulation of library materials, 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. General Library Services. The Grantee agrees to provide access to and/or circulation of library materials in a variety of formats for all patrons.

A.3. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

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 Four Hundred Thirty Thousand Five Hundred Dollars ($430,500.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One 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:

Jennifer Cowan-Henderson
Tennessee State Library and Archives
1001 Rep John Lewis Way N.
Nashville, TN 37219

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: Office of the Secretary of State, Tennessee State Library and Archives.
(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 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 sixty (60) days of the Grant Contract end date, 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:

Jennifer Cowan-Henderson, Director of Planning and Development
Tennessee State Library and Archives
1001 Rep John Lewis Way N.
Nashville, TN 37219
jennifer.cowan-henderson@tnsos.gov
Telephone # 615-741-1923
FAX # 615-532-9904

The Grantee:

Myretta Black, Director
Knox County Public Library
500 West Church Street
Knoxville, TN 37906
mblack@knoxlib.org
Telephone # 865-215-8701

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. 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. 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.3. 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.4. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."

E. 5. 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://sos.tn.gov/TitleVI.

IN WITNESS WHEREOF,

KNOX COUNTY GOVERNMENT:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE STATE LIBRARY AND ARCHIVES:

JAMIE RITTER, STATE LIBRARIAN AND ARCHIVIST **DATE**

OFFICE OF THE SECRETARY OF STATE:

TRE HARGETT, SECRETARY OF STATE **DATE**

JWR

ATTACHMENT ONE

GRANT BUDGET

Knox County Government

The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: **BEGIN: 07/01/2025** **END: 06/30/2026**

	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award [2]	0.00	0.00	0.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	430,500.00	0.00	430,500.00
	Travel, Conferences & Meetings	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	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	**430,500.00**	**0.00**	**430,500.00**

[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 TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	Knox County Government
Subrecipient's Unique Entity Identifier (SAM)	HLNTP7H1UCM7
Federal Award Identification Number (FAIN)	LS-259204-OLS-25
Federal award date	4/21/2025
Subaward Period of Performance Start and End Date	07/01/2025 – 06/30/2026
Subaward Budget Period Start and End Date	07/01/2025 – 06/30/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	45.310 State Library Program
Grant contract's begin date	07/01/2025
Grant contract's end date	06/30/2026
Amount of federal funds obligated by this grant contract	10,000.00
Total amount of federal funds obligated to the subrecipient	10,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$1,844,791.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	The Tennessee State Library and Archives will use funds to support the goals of their Five-Year Plan for FY 2023-2027, which reflect the purposes and priorities of the Library Services and Technology Act (LSTA). Specific goals position all Tennessee residents to: 1) Have the reading skills, information resources, and library services needed to succeed in school, at work, and in their daily lives; 2) Be able to locate and access library and information resources that are relevant to their lives through the provision of traditional reading materials, non-print media, online and downloadable resources, and electronic networks; and 3) Benefit from enhanced library and information services because library staff members have the knowledge, skills, and competencies needed to offer high-quality 21st century library services.
Name of federal awarding agency	Institute of Museum and Library Services
Name and contact information for the federal awarding official	Teri DeVoe 202-653-4778 tdevoe@imls.gov
Name of pass-through entity	Tennessee State Library & Archives

Name and contact information for the pass-through entity awarding official	Jennifer Cowan-Henderson 615-741-1923 Jennifer.Cowan-Henderson@tnsos.gov
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)	0%

RLA-17451 **R-25-7-301**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Allison Rogers, SHERIFF

Department: SHERIFF

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Pinnacle Sales Co d/b/a Jiffy Lube Knoxville for the provision of vehicle oil change services.
(Sheriff)

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH PINNACLE SALES CO DBA JIFFY LUBE KNOXVILLE FOR THE PROVISION OF VEHICLE OIL CHANGE SERVICES.

RESOLUTION: R-25-7-301

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 vehicle oil change services 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 Pinnacle Sales Co dba Jiffy Lube Knoxville 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 Pinnacle Sales Co dba Jiffy Lube Knoxville is 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, Pinnacle Sales Co dba Jiffy Lube Knoxville 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 Pinnacle Sales Co dba Jiffy Lube Knoxville for the provision of vehicle oil change 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 Pinnacle Sales Co dba Jiffy Lube Knoxville for the provision of vehicle oil change 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 Government

and

Pinnacle Sales Co dba Jiffy Lube Knoxville

This Contract, made and entered into between the Knox County Government, hereinafter referred to as the "County" and Pinnacle Sales Co dba Jiffy Lube Knoxville, hereinafter referred to as "Contractor."

Whereas, the County requested bids for Vehicle Oil Change Services (Invitation for Bid #3651) and;

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 the County;

Whereas, Contractor agrees and undertakes to provide said services for the 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 County, the Contractor agrees in all respects, to be governed by the Invitation for Bid specifications and the Contractor's bid and 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 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. 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 the amount as agreed upon in the County's Invitation for Bid for Vehicle Oil Change Services per the Contractor's response to Invitation for Bid #3651; 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. Per Invitation for Bid #3651, a minimum of thirty (30) days is required for processing of payment.

3. **Invoicing and reporting requirements.** Contractor shall invoice the County for Vehicle Oil Change Services pursuant to Invitation for Bid #3651.

Knox County Sheriff's Office
invoices@knoxsheriff.org

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

Should the Contractor fail to provide the Vehicle Oil Change 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 Tennessee State Law. 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 120 days 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 the County for the Vehicle Oil Change 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.

6. **Independent contractor.** Contractor acknowledges that Contractor and employees serve as independent contractors and that the 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 Vehicle Oil Change Services, 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 the County.

10. **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.

11. **Right to inspect.** The 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 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 Invitation show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

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 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.

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, agents, or employees.

15. **Delivery.** Contractor shall render the Vehicle Oil Change Services for the County in accordance with Invitation for Bid #3651.

16. **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 Purchasing Division.

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

18. **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 #3651

B. Contractor's Response to Invitation for Bid #3651

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 copy on the day and year last written below.

KNOX COUNTY GOVERNMENT

_____ GLENN JACOBS
MAYOR – Signature MAYOR

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT NO._____ KNOX COUNTY, TENNESSEE
APPROVED AS TO LEGAL FORM

_____ _____
LAW DIRECTOR – Signature LAW DIRECTOR – Printed Name

Date:_____

CONTRACTOR

_____ _____
AUTHORIZED SIGNATURE CONTRACTOR – Printed Name

Pinnacle Sales Co dba Jiffy Lube Knoxville_____
COMPANY NAME

Date: _____

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Vehicle Oil Change Services** as specified herein. Bids must be received by **2:00 p.m.** local time on **May 5, 2025.** Late bids will be neither considered nor returned.

Deliver Bids to:

Bid Number 3651
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
E-Mail: 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 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 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 subsection 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 from charging 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 **April 21, 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' 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 Vehicle Oil Change Services as desired by Knox County and the Knox County Sheriff's Office. 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 **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.

3.10 **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 Knox County Commission and the Knox County Law Department. Knox County will not accept any vendor's contracts or Terms of Agreements, Service Agreements, etc.

3.11 **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.

3.12 **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.

3.13 **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.

3.14 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	**65 points**
Company Locations	**20 Points**
Services Provided with Oil Change Services	**15 Points**

3.15 **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.

3.16 **FORCE MAJEURE:** The successful contractor(s) will not be held responsible for acts beyond the control of the party to which a contract is awarded. Drastic fluctuations in fuel prices will be addressed as needed. Knox County recognizes that national and/or international occurrences, unforeseen and beyond control of vendor, may impact distribution costs. The prices offered as a result of this bid is to be based upon known and calculated expenses; therefore, should unexpected occurrences (i.e. natural disaster, drought, war, etc.) happen as sated above, the vendor may request, but is not guaranteed relief for the duration of said occurrence.

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 **INTERPRETATION:** No oral interpretation will be made to any respondent 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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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:

3.22.1 Continue with the existing prices;
3.22.2 Request a lower price increase;
3.22.3 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.

3.23 **QUANTITIES:** Knox County does not guarantee any quantities of items to be purchased. Orders will be issued on an as-needed basis.

3.24 **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. The 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.

3.25 **REMANUFACTURED/PRE-OWNED EQUIPMENT:** Vendors are advised that Knox County will not accept remanufactured or refurbished equipment/parts for this bid.

3.26 **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.

3.27 **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.

3.28 **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.

3.29 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **April 21, 2025,** at **4:30 p.m.** local time. Submit questions as noted in Section 1.1.

3.30 **SUBCONTRACTING:** Any subcontracting must be approved in advance by Knox County. Knox County may terminate the Contract if subcontracting is done without approval.

3.31 **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.

3.32 **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 Vendor must provide a "20-minute" style drive thru oil change service

4.2 Vendor's facility must have a minimum of one dedicated drive-thru oil change lane. Ideally, vendors would have multiple locations within Knox County, however, a facility that is centrally located in Knox County will be considered and evaluated according to Section 3.14.

4.3 Vendor must supply a list of all company-owned locations within Knox County including address, phone number, hours of operation and manager information.

4.4 Vendor shall retain all charge tickets and forward a copy to the KCSO Fleet Maintenance Division, along with monthly charge report by the 25th day of each month. Charge tickets must include date, store location, vehicle fleet number, vehicle license number, Officer/Employee signature and badge number/employee ID number. All information on charge ticket must be clearly legible.

4.5 Vendor shall provide a detailed explanation of services included with each oil change.

4.6 Vendor shall provide a fluid check and top-off service free during vehicles' normal 5,000-mile service interval.

4.7 Vendor shall provide prices in Section VI of other available services and replacement items such as, but not limited to:

- Transmission service (fluid and filter)
- Radiator service
- Rear differential service
- Tire rotation
- Air filter
- Serpentine belt replacement

4.8 Prices shall be based on 2012-2024 Dodge Chargers, 2009-2020 Ford Explorers, 2018-2025 Dodge Durango and 2010-2012 Ford Crown Vic's. KCSO may have other vehicles to be serviced. Some types of other vehicles include Chevrolet Malibu, Chevrolet Impala, and Chevrolet Tahoe. This list is not inclusive of all the vehicle types that are currently in service by the Knox County Sheriff's Office.
Pricing will be determined by manufacture recommended viscosity ratings required to ensure warranty coverage for all vehicles utilized across the Knox County Sheriff's Office fleet.

4.9 Any additional services must be pre-authorized by KCSO Fleet Management Division.

4.10 **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 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 11-15 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 #3651, VEHICLE OIL CHANGE SERVICES

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 location documentation required in Section 4.3? ____Yes ____No

5.14 Have you included the detailed explanation of services, per Section 4.5? ____Yes ____No

5.15 Price per hour for service:

$_____/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 Percentage "discount off" or "mark-up" for parts:

Discount Off _____% Mark-Up _____%

5.17 Please detail the 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.

SECTION VI PRICING FOR BID #3651, VEHICLE OIL CHANGE SERVICES

Note: pricing must include engine coolant, windshield wiper fluid, power steering fluid, brake fluid top off services and oil.

Schedule 1:

6.1	Price for vehicle oil change service with filter (including free fluid check and top-off service during vehicles normal 5,000-mile service interval) for vehicles requiring 5W20 and 5W30. Individual price per quart for vehicles requiring over 5 quarts per service	$ Per Quart add: $
6.1.1	Price for synthetic blend (Dexos) oil change service with filter (including free fluid check and top-off service during vehicles normal 5,000-mile service interval) for vehicles requiring OW20,5W20 and 5W30. Individual price per quart for vehicles requiring over 5 quarts per service.	$ Per Quart add: $
6.1.2	Price for full synthetic (Dexos) oil change service with filter (including free fluid check and top-off service during vehicles normal 5,000-mile service interval) for vehicles requiring OW20, 5W20, OW8, OW16 and OW40. Individual price per quart for vehicles requiring over 5 quarts per service.	$ Per Quart add: $

Schedule 2:

6.2	Transmission service (fluid and filter)	$
6.3	Radiator service	$
6.4	Rear Differential Service	$
6.5	Tire rotation	$
6.6	Air filter	$
6.7	Serpentine Belt Replacement	$
6.8	Other Services:	$

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3651

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		
YES	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 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: _____

SECTION V VENDOR'S INFORMATION & PRICING FOR INVITATION FOR BID #3651, VEHICLE OIL CHANGE SERVICES

5.1 **Vendor Name** Pinnacle Sales Company dba Jiffy Lube

5.2 **Knox County Vendor Number** _____

5.3 **Vendor Address** 2805 E Broadway Ave

5.4 **City** Maryville **State** TN **Zip** 37804

5.5 **Telephone Number** 865-588-6937

5.6 **Contact Person** Joe Gleason

5.7 **E-Mail Address** jiffylubeknox@gmail.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 Joe Gleason
(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 Joe Gleason
(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?** X Yes ____ No

5.12 **Have you enclosed the signed Insurance Checklist as per Section 3.17?** X Yes ____ No

5.13 **Have you included the location documentation required in Section 4.3?** X Yes ____ No

5.14 **Have you included the detailed explanation of services, per Section 4.5?** X Yes ____ No

5.15 **Price per hour for service:**

$ 120.00 **/hour-regular rate (Regular hourly rates apply for all work performed between 7:00 a.m. and 5:00 p.m. Monday through Friday)**

$ N/A **/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 **Percentage "discount off" or "mark-up" for parts:**

Discount Off 20 **%** **Mark-Up** _____ **%**

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5.17 Please detail the 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? 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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SECTION VI PRICING FOR BID #3651, VEHICLE OIL CHANGE SERVICES

Note: pricing must include engine coolant, windshield wiper fluid, power steering fluid, brake fluid top off services and oil.

Schedule 1:

6.1	Price for vehicle oil change service with filter (including free fluid check and top-off service during vehicles normal 5,000-mile service interval) for vehicles requiring 5W20 and 5W30. Individual price per quart for vehicles requiring over 5 quarts per service	$ 30.39 Per Quart add: $ 5.59
6.1.1	Price for synthetic blend (Dexos) oil change service with filter (including free fluid check and top-off service during vehicles normal 5,000-mile service interval) for vehicles requiring OW20,5W20 and 5W30. Individual price per quart for vehicles requiring over 5 quarts per service.	$ 44.79 Per Quart add: $ 6.39
6.1.2	Price for full synthetic (Dexos) oil change service with filter (including free fluid check and top-off service during vehicles normal 5,000-mile service interval) for vehicles requiring OW20, 5W20, OW8, OW16 and OW40. Individual price per quart for vehicles requiring over 5 quarts per service.	$ 57.59 Per Quart add: $ 7.19

Schedule 2:

6.2	Transmission service (fluid and filter)	$ 159.99
6.3	Radiator service	$ 119.99
6.4	Rear Differential Service	$ 79.99
6.5	Tire rotation	$ 10.00
6.6	Air filter	$ 15.99
6.7	Serpentine Belt Replacement	$ 95.99
6.8	Other Services:	$

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ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3651

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		
YES	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	

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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: _____AUTHORIZING SIGNATURE: _____

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/14/2025

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	CONTACT NAME: Brandon Morgan
Intrepid Direct Insurance Agency, LLC 5400 W 110th St 4th Floor Overland Park KS 66211	PHONE (A/C, No, Ext): (877) 249-7181 FAX (A/C, No): E-MAIL ADDRESS: service@intrepiddirect.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Intrepid Insurance Company — 10749
INSURED Pinnacle Sales Company 2805 E Broadway Ave MARYVILLE TN 37804	INSURER B:
	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 [X] Garage Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	X		iGP-1523666-0	01/12/2025	01/12/2026	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 $ 500,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X		iGP-1523666-0	01/12/2025	01/12/2026	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 $ 0	X		iGP-1523666-0	01/12/2025	01/12/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		iGW-1523665-0	01/12/2025	01/12/2026	[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)

Location List:
1: [illegible] Chapman Hwy, Knoxville, TN 37920 - Garagekeepers Limit: $60,000
2: [illegible] Clinton Hwy, Knoxville, TN 37912 - Garagekeepers Limit: $60,000
4: 3[illegible]012 Kingston Pike, Knoxville, TN 37934 - Garagekeepers Limit: $60,000
5: 4[illegible]902 N Cedar Bluff Rd, Knoxville, TN 37923 - Garagekeepers Limit: $60,000
6: 5[illegible]8[illegible] Kingston Pike, Knoxville, TN 37919 - Garagekeepers Limit: $60,000

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CERTIFICATE HOLDER

Bid Number 3651
Knox County Procurement Division
Suite 100 1000 North Central Street
Knoxville TN 37917

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
Melissa Ainsworth

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RLA-17474 **R-25-7-401**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	07/24/2025
Requested By:	Erin Kelbly, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Amendment to the Litter Outreach, Education, and Coordination Services Contract with Keep Knoxville Beautiful, Inc. for the addition of the Adopt-A-Stream Program in the amount of $23,293.00 per year.
(Engineering and Public Works)

Attachments

Resolution

Contract Amendment

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN AMENDMENT TO THE LITTER OUTREACH, EDUCATION, AND COORDINATION SERVICES CONTRACT WITH KEEP KNOXVILLE BEAUTIFUL, INC. FOR THE ADDITION OF THE ADOPT-A-STREAM PROGRAM IN THE AMOUNT OF $23,293.00 PER YEAR.

RESOLUTION: **R-25-7-401**

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, by means of Resolution R-23-6-409, the Knox County Commission approved a contract with Keep Knoxville Beautiful, Inc., designated as Contract No. 23-356, for the provision of litter outreach, education, and coordination services (the "Contract"); and

WHEREAS, Knox County and Keep Knoxville Beautiful, Inc. desire to enter into an amendment to the Contract for the addition of the Adopt-A-Stream Program in the amount of $23,293.00 per year, as further detailed in the attached amendment to the Contract.

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

The Amendment to Contract No. 23-356 with Keep Knoxville Beautiful, Inc. for the addition of the Adopt-A-Stream Program 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 Contract No. 23-356 with Keep Knoxville Beautiful, Inc. for the addition of the Adopt-A-Stream Program 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 Contract No. 23-356

Knox County Government
and
Keep Knoxville Beautiful, Inc.

This Amendment to Contract is made and entered into by and between Knox County Government ("County"), and Keep Knoxville Beautiful, Inc. ("Contractor").

WITNESSETH:

WHEREAS, County and Contractor have previously entered into a certain Contract designated as Contract No. 23-356 for Litter Outreach Education and Coordination Services (hereinafter referred to as the "Contract"):

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Contract as follows:

Amend the Contract to add Attachment E attached hereto.

Except as hereby modified, all other terms and conditions of the original Contract between County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Contract No. 23-356 to be executed as of the latest date written below.

Knox County Government

By: _____
Glenn Jacobs
Knox County Mayor

Date: _____

Keep Knoxville Beautiful, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Contract No. _____
Approved as to Legal Form:

By: _____
Knox County Deputy Law Director

Date: _____

ATTACHMENT E

KNOX COUNTY GOVERNMENT AND KEEP KNOXVILLE BEAUTIFUL, INC.
ADOPT-A-STREAM PROGRAM AGREEMENT

The purpose of this document is to provide guidance and clarification for contracting the operation and management of the Adopt-A-Stream program between Knox County Government and Keep Knoxville Beautiful, Inc.

KNOX COUNTY ADOPT-A-STREAM PROGRAM OBJECTIVES:

1. Provide citizens the opportunity to engage in a fulfilling program that improves stream water quality and fosters stewardship of our natural resources.
2. Meet the following Knox County MS4 permit Education Outreach and Public Participation requirements:
    a. General awareness of the stormwater impacts on water quality
    b. Awareness of the proper storage, use, and disposal of pesticides, herbicides, fertilizers oil and other automotive-related fluids.
    c. Awareness of identifying and reporting procedures for illicit connections/discharges, sanitary sewer seepage, spills, etc.
    d. Citizen participation in pollution prevention
    e. Participation in addressing the impacts on water quality or local stormwater management issues
    f. Participation in the proper storage, use, and disposal of household hazardous waste, automotive related fluids, pesticides, herbicides, and fertilizers use.
    g. And participation in identifying and reporting procedures for illicit connections/discharges, sanitary sewer seepage, spills, etc.
3. Increase citizen participation in the Adopt-A-Stream Program by increasing the number of groups and the number of adopted stream miles.

PROGRAM SUMMARY:

The Adopt-A-Stream (AAS) program aims to provide Knox County citizens the opportunity to participate in water quality improvement efforts while meeting public participation requirements for the Knox County MS4 NPDES Permit. Active groups are expected to complete two cleanups each year, usually in the spring and fall, document their efforts, and optionally complete additional activities with the goal of improving the quality and resilience of their adopted stream segment. Captains of new groups receive a mandatory orientation before their group's first cleanup. New groups become eligible for a road sign acknowledging their stream adoption after participating in the program for a year, completing two cleanups, and committing to continued participation. To ensure program participation is a fulfilling experience for volunteers, supplies and trash disposal support are provided as needed to each group.

PROPOSED COST

Keep Knoxville Beautiful, Inc. proposes an annual fee of **$23,293** for the management of this program. This amount would be invoiced to the County on a **quarterly basis**, with payments of **$5,823.25** issued at the beginning of each following quarter for services provided in the previous quarter. Invoices will be submitted in accordance with County procedures and will be accompanied by the quarterly report as outlined in the Quarterly Reporting section of this agreement.

ROLES AND RESPONSIBILITIES

KEEP KNOXVILLE BEAUTIFUL (KKB) RESPONSIBILITIES:

Group Coordination:

- Serve as the primary point of contact and go-between for the Adopt-A-Stream program with the Knox County Stormwater Compliance office (e.g., approval of groups, road sign requests, supplies, and assistance).
- Maintain supply inventory for cleanups and request needed cleanup supplies (e.g., trash bags, gloves, grabbers to loan) from Knox County Stormwater Compliance/ Solid Waste.
- Alert Knox County about sign needs, placement, or removal. Sign requests to the County should be made via email to the Knox County Sign Shop with Knox County Stormwater copied. The subject of the email should contain the name of the group. The body of the email should include the group name (exactly how it should appear on the sign with punctuation included), a description of the location, and a map with an "X" marking the desired sign location.
- Alert Knox County about the AAS map updates. Map updates should be made via email to stormwater@knoxcounty.org and include Stream Name(s), Stream Segment ID(s), adopting group name, and any other pertinent information.

New Group Coordination

- Contacting and explaining adoption responsibilities to interested groups.
- Completing a new group orientation with leaders of prospective groups and documenting their participation.
- Providing support at first cleanup as requested by new groups (e.g., staff attendance at first cleanup).
- Seek approval from County for final stream selection to ensure availability, safety, access, and program applicability (County makes final determination of stream eligibility).

Existing Group Coordination

- Coordinating and scheduling regular (twice yearly) cleanups.
- Providing program reminders which meet NPDES Permit requirements prior to each cleanup.
- Coordinate pickup or delivery (as requested) of supplies in a timely manner to cleanup groups.
- Ensuring that groups report data from the cleanup (e.g., number of volunteers, number of bags, number of hours worked, trash notes).
- Encouraging groups to take a group photo at each cleanup and provide it to KKB for reporting to the County.
- Coordinating return of supplies after cleanups.
- Reminding groups of their responsibilities to clean up their segments on a regular (twice yearly) basis.
- Attempting to accommodate add-on activities at the adopted stream site (e.g., invasive species removal, tree planting), and requesting any needed support from the County.
- Ensuring groups sign liability waivers.

Trash Disposal:

- Coordinate waste removal to closely follow cleanups, typically within one business day.
- Request litter crew assistance 2 weeks in advance, when possible, for waste removal for small cleanups where trash can be left in the County right-of-way by contacting Knox County Solid Waste. Requests received by the County with less than 2 weeks' notice may delay the County's response.
- Ensure groups leave trash in a predetermined location and in the County right-of-way when possible. Some groups may take their own trash to a Knox County Convenience Center. Knox County Parks and Recreation will assist with disposal of trash at park sites when available.
- Request assistance from County for waste removal for large cleanups, large waste disposal, and/or approval of exemptions at waste facilities.

Program Growth:

- Advertising the program via social media posts, brochures at tabling events, and newsletter articles.

Quarterly Reporting:

- Report activities quarterly using quantifiable data to the extent possible.
- Report cleanups, including documentation of group name, stream name, date of cleanup, number of participants, number of trash bags collected, average weight of bags, whether Litter Crew picked up the trash, stream miles cleaned, notes, and a group photo. Additional clean up photos are appreciated.
- Report new groups and new group orientations quarterly including documentation of captain name(s), group name, date, and stream name.
- Report group inactivity or missing documentation quarterly including documentation of group name, date as applicable, and stream name.
- Report program growth efforts quarterly including documentation of number of social media posts made, number of events, and number of newsletter articles.
- Make corrections and provide additional or supplemental data if requested by County.

Supplies:

- Maintain a set of cleanup supplies including waders, gloves, safety vests, first aid kit, bug spray, trash grabbers. Initial set supplied by the County.

KNOX COUNTY RESPONSIBILITIES:

Group/Stream Approvals:

- Review and grant approval for stream adoption, depending upon whether the stream has been pre-identified as adoptable, whether the group has access to the stream, whether the stream is currently safely accessible, whether the stream is currently in need of cleanup, and whether the stream is within County jurisdiction.
- Review and grant approval for group names. Groups are encouraged to adopt streams in their formal or family names to maintain the program's apolitical and respectful ethos. Names that could be interpreted as slogans, calls to action, endorsements, or memorials may not be allowed.

Signage:

- Review sign requests sent to the Knox County Sign Shop.
- Coordinate with KKB to revise the sign request if the Knox County Sign Shop determines the sign cannot be put in the desired location.

Map:

- Update program web map to reflect active groups and status of adoptable stream segments.
- Alert KKB about available stream segments that are preferred adoption sites.

Supplies:

- Provide an initial set of cleanup supplies including waders, gloves, safety vests, first aid kit, bug spray, trash grabbers.
- Provide trash bags for cleanups upon request (coordinated through Knox County Solid Waste).
- Provide Water Quality Forum (WQF) AAS program brochures while supplies last.
- Provide WQF AAS T-Shirts while supplies last.

RLA-17475 **R-25-7-402**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	07/24/2025
Requested By:	Jim Snowden, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a construction contract with _____ in the amount of $_____ for the installation of a pump station and associated work to proactively manage the elevation of Bluegrass Lake to prevent future flooding events. *(Engineering and Public Works)*

Attachments

No file(s) attached.

RLA-17477 **R-25-7-403**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	07/24/2025
Requested By:	Jim Snowden, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a construction engineering inspection contract with CDM Smith, Inc. in the amount of $237,900.00 for construction oversight of the ATMS Phase II Traffic Signal Improvements.
(Engineering and Public Works)

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONSTRUCTION ENGINEERING INSPECTION CONTRACT WITH CDM SMITH, INC. IN THE AMOUNT OF $237,900.00 FOR CONSTRUCTION OVERSIGHT OF THE ATMS PHASE II TRAFFIC SIGNAL IMPROVEMENTS.

RESOLUTION: **R-25-7-403**

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 desires to have a contractor provide Construction Engineering Inspection Services for the Advanced Traffic Management System (ATMS) Phase 2 Traffic Signal Improvements; and

WHEREAS, the Knox County Procurement Division issued a solicitation for Letters of Interest and a Request for Qualifications for the purpose of finding a qualified contractor to provide the Construction Engineering Inspection Services for the ATMS Phase 2; and

WHEREAS, the response of CDM Smith, Inc. to the Letters of Interest and Request for Qualifications were determined to be the most responsible and responsive submittal meeting the specifications and needs of Knox County; and

WHEREAS, the proposed contract with CDM Smith, Inc. is in the amount of $237,900.00 and is effective beginning August 1, 2025 and ends upon completion of the services, as further detailed in the attached contract; and

WHEREAS, CDM Smith, Inc. has the necessary experience, qualifications, and expertise to perform the services for Knox County.

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

The contract with CDM Smith, Inc. for the provision of Construction Engineering Inspection Services for the Advanced Traffic Management System (ATMS) Phase 2 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 CDM Smith, Inc. for the provision of Construction Engineering Inspection Services for the Advanced Traffic Management System (ATMS) Phase 2 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

CDM Smith, Inc.

This Contract, made and entered into this _____day of _____, 2025 between Knox County Government, hereinafter referred to as "County" and CDM Smith, Inc., hereinafter referred to as "Contractor".

Whereas, County requested solicitations for Construction Engineering Inspection Services for the Advanced Traffic Management System Phase 2 (Solicitation #3649) and;

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

Whereas, Contractor agrees and undertakes to provide said services for County, as set forth in the Request for Qualifications (Solicitation #3649), and at the price quoted for said services by Contractor in their Professional CEI Services Agreement (Attachment E). Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Qualifications, the Contractor's submittal, and the Contractor's Professional CEI Services Agreement (Attachment E).

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 upon completion of the services listed in the Contractor's Professional CEI Services Agreement (Attachment E) unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. Knox County reserves the right to obtain these 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 Contractor.

2. Payment. County shall pay Contractor the amount as agreed upon per the Contractor's Professional CEI Services Agreement (Attachment E) 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 Knox County.

3. Invoicing and reporting requirements. Contractor shall invoice Knox County per the payment terms outlined the Contractor's Professional CEI Services Agreement (Attachment E). Invoices shall be sent to the following:

Knox County Engineering and Public Works
Attn: Jim Snowden
205 W. Baxter Avenue
Knoxville, TN 37917
brad.warren@knoxcounty.org

4. Termination. County may terminate this Contract with or without cause, upon written notice of not less than sixty (60) calendar days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior specific written 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) calendar 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 the County for Construction Engineering Inspection Services for the Advanced Traffic Management System Phase 2 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.

6. Independent contractor. Contractor acknowledges that Contractor and 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 Construction Engineering Inspection Services for the Advanced Traffic Management System Phase 2, 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. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

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 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.

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, suppliers, agents or employees or due to any negligent act, occurrence, or omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render the Construction Engineering Inspection Services for the Advanced Traffic Management System Phase 2 in accordance with Request for Qualifications and the Contractor's Professional CEI Services Agreement (Attachment E).

16. 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.

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

18. 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. Letter of Interest - Solicitation #3649
B. Contractor's Response to Letter of Interest – Solicitation #3649
C. Request for Qualifications – Solicitation #3649
D. Contractor's Response to Request for Qualifications – Solicitation #3649
E. Contractor's Professional CEI Services Agreement
F. Contractor's Certificate of Insurance

In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) this Contract, (2) Attachment C, (3) Attachment D, (4) Attachment E.

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 copy on the day and year first above written.

Knox County Government

by: _____
Glenn Jacobs
Knox County Mayor

CDM Smith, Inc.

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A

Letter of Interest
Solicitation #3649

The Procurement Division of Knox County, Tennessee will receive sealed Letters of Interest (LOI) and Request for Qualifications (RFQ) for **Construction Engineering Inspection Services for the Advanced Traffic Management System Phase 2 Project** as specified herein. LOIs must be received by **2:00 p.m.** on **April 22, 2025**. Late submittals will neither be considered nor returned.

Deliver LOIs To:

Solicitation Number 3649
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

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

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information be routed to Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Questions may be emailed to brian.hubbs@knoxcounty.org. If you haven't heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please file your report online at 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.

1.3 **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 the 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 agreementin 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
Email: diane.woods@knoxcounty.org

1.4 **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 closing of this solicitation.

1.5 **COPIES:** Knox County **requires** that LOIs being submitted be one (1) marked original and three (3) exact copies. An electronic copy on CD/flash-drive, in one complete file, is also required.

1.6 **DECLARATIVE STATEMENT:** 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 LOI being deemed non-responsive and disqualified.

1.7 **ELECTRONICALLY SUBMIT RESPONSE:** Due to the nature of this solicitation, the Knox County Procurement Division **will not** accept electronically submitted responses. A hard copy response must be submitted with one (1) marked original and three (3) exact copies. An electronic copy on CD/flash-drive, in one complete file, is also required. Email and facsimile submissions are strictly prohibited.

1.8 **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.

1.9 **INCURRED COSTS:** Knox County will not be liable in any way for costs incurred by any respondent in the preparation and submission of its LOI in response to this solicitation, nor for the presentation of its qualifications and/or participation in any required meetings, discussions or negotiations. If any oral presentations are required, Knox County advises vendors to be thorough and complete in submission of information.

1.10 **LOI DELIVERY:** All LOIs must be submitted in hard copy to the address listed in the solicitation. Knox County requires vendors, when hand delivering LOIs, 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 addressees 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.

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.

1.11 **NO CONTACT POLICY:** After the date and time the firm receives this solicitation, any contact initiated by any firm with any Knox County representative, other than the Procurement Division representative listed herein, concerning this LOI **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the firm from this process. If the firm is found in violation of this section for any reason, it could result in debarment from Knox County's bidders' list for twenty-four (24) months.

1.12 **NON-COLLUSION:** Vendors, by submitting a signed LOI, certify that the accompanying submittal 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.

1.13 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Respondents are cautioned that all documents submitted on behalf of this LOI shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

1.14 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that LOIs be submitted on paper and shall:

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

1.15 **SIGNING OF SUBMITTALS:** **In order to be considered all Submittals must be signed. Please sign the original in blue ink.** By signing the response document, the respondent acknowledges and accepts the term and conditions stated in the LOI document. It is suggested that mailed LOIs be sent by certified or registered mail with return receipt requested or LOIs sent via common carrier include tracking and delivery confirmation.

1.16 **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.

1.17 **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 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.

1.18 **VENDOR REGISTRATION:** Prior to the closing of this solicitation, ***ALL INTERESTED FIRMS*** 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." All interested firms must be registered with the Procurement Division **prior** to submitting their response.

1.19 **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 SCOPE OF WORK

2.1 **SCOPE OF WORK:** Knox County, an Equal Opportunity Employer, is seeking to retain a vendor to provide Construction Engineering Inspection (CEI) Services for the Advanced Traffic Management System (ATMS) Phase 2 Project. This project involves the installation of equipment upgrades at thirteen (13) traffic signals along the Maynardville Pike corridor and two (2) intersections at N. Watt Rd and I-40. All intersections are subject to additional video detection and the installation of dedicated short range communications (DSRC) units as well as signal timing optimization. Four (4) intersections will require cabinet replacements, new controllers, battery backups and cell modems.

State Project Number: 47LPLM-F3-178
Federal Project Number: CM-4700(64)
Project Pin: 128833.00

The work includes but is not limited to the following:

A. Inspecting work performed by the contractors and ensuring all work conforms to Knox County / TDOT specifications
B. Recording all details/quantities in a daily inspection report
C. Reviewing and approving pay applications
D. Performing all necessary environmental inspections

All CEI Services must be performed in accordance with the latest edition of the TDOT Standard Specifications for Roadway and Bridge Construction and the latest edition of the TDOT Local Government Guidelines for the Management of Federal and State Funded Transportation Projects. Consultant invoicing and payment for services will be administered by Knox County in accordance with TDOT guidelines.

2.2 **AWARD:** Knox County intends to issue a one-time award and lump-sum contract. The Knox County Procurement Division will draft the contract. Knox County will not accept any vendor's contract. Vendors are cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.

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.

2.3 **ESTIMATED SCHEDULE:**

1. Question deadline: Prospective respondents may submit questions no later than Tuesday, April 8, 2025 at 4:30 p.m. eastern time. All questions must be emailed to Brian Hubbs at brian.hubbs@knoxcounty.org.
2. Letters of Interest due Tuesday, April 22, 2025 at 2:00 p.m. eastern time.
3. Short list of three (3) firms selected by Tuesday, May 6, 2025.
4. Qualifications of short listed firms due by Tuesday, May 20, 2025 at 2:00 p.m. eastern time.
5. Final selection of highest ranked firm by Tuesday, June 3, 2025.

2.4 **LETTERS OF INTEREST:** Firms may request consideration by submitting a letter of interest to **Knox County Procurement, 1000 N. Central St., Suite 100, Knoxville, TN 37917**. All letters of interest must be received by **Knox County Procurement** on or before **April 22, 2025 at 2:00 p.m. local time.** The letter of interest shall indicate the scope of services to be completed by any sub-consultants. Knox County shall be billed on a monthly basis for work completed and accepted by the County and Knox County Engineering and Public Works.

2.5 **LETTERS OF INTEREST REQUIREMENTS/EVALUATION:** Firms shall submit letters of interest with firm contact information including name, address and e-mail of primary contact. The letters of interest shall also include:

- **Work experience in required discipline with other government agencies and projects of similar size and scope. Details shall include context and description of contracts. (20 Points)**
- **Demonstrated specialized expertise related to the project. (10 Points)**
- **Demonstrated capabilities of firm including number of employees assigned to the project and TDOT approval letter for projects of this nature of work. (10 Points)**
- **Professional licensure (10 Points)**

From the letters of interest, Knox County will select the top three (3) qualified firms to submit qualifications. A Request for Qualifications document will be sent to these top three (3) qualified firms upon selection. The top ranked consultant will be selected from this list.

2.6 **PRE-QUALIFICATION:** Knox County requires that all firms being considered are pre-qualified with TDOT. Additional TDOT pre-qualification procedures, pre-qualification forms and current "Standard Procurement Policy for Engineering and Technical Services" are available at this website: www.tennessee.gov/tdot.

2.7 **QUALIFICATIONS EVALUATION:** Knox County will evaluate the top three (3) firms on the following criteria:

- **General Qualifications of Firm (40 Points)**
  - Years in business and years key personnel have performed construction engineering inspection services
  - Number of inspectors and licensed professionals
  - Capabilities and resources of firm
  - Number of support personnel and roles
- **Key Personnel assigned to Projects (30 Points)**
  - Resumes of key personnel to work with Knox County
  - Specific areas of expertise
  - Availability of personnel to Knox County
- **Current Projects and Workload (20 Points)**
  - List of current or past projects of similar size and scope
  - Initial budget and final cost for above project
  - Start date and final completion date for above projects
  - Projected workload
- **Licensure, Insurance and Litigation (10 Points)**
  - Provide evidence of licensure to practice engineering in the State of Tennessee
  - Provide evidence of appropriate insurance coverage
  - Provide information of any litigation in which the firm has been involved within the past five (5) years

The consultant evaluation committee holds the ability to conduct interviews based on scoring.

Pre-qualification procedures, example letter of interest, list of pre-qualified firms and certified DBEs, TDOT's standard procurement policy, and additional information can be found at the following website: https://www.tn.gov/tdot/business-redirect/consultantinfo.html. For information on pre-qualification, please contact Christine Smotherman at (615) 741-4460 or Christine.Smotherman@tn.gov.

Evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex, creed or national origin interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women owned firms are encouraged to respond to all advertisements by Knox County. For information on DBE certification, please contact David Neese at (615) 741-3681 or David.Neese@tn.gov. Details and instructions for DBE certification can be found at the following website: https://www.tn.gov/tdot/civil-rights/small-business-development-program.html.

Failure to submit any of the above information or any other information requested in this solicitation may result in the response being disqualified.

Attachment B

Contractor's Response to Letter of Interest
Solicitation #3649

LETTER OF INTEREST

KNOX COUNTY

Construction Engineering Inspection (CEI)
Advanced Traffic Management System (ATMS)
Phase 2 Project

April 22, 2025





Solicitation Number 3649

State Project Number: 47LPLM-F3-178
Federal Project Number: CM-4700(64)
Project Pin: 128833.00

KNOX COUNTY TENNESSEE

CDM Smith
listen. think. deliver.

CDM Smith
1100 Marion Street, Suite 300 | Knoxville, TN 37921
Phone: (865) 963-4300

April 22, 2025

Mr. Brian Hubbs
Knox County Procurement
1000 N. Central St. Suite 100
Knoxville, TN 37917

Subject: Knox County Solicitation No. 3649
Request for Letters of Interest & Qualifications; Construction Engineering Inspection (CEI) Services for the Advanced Traffic Management System (ATMS) Phase 2 Project

Dear Mr. Hubbs:

CDM Smith is pleased to respond to Knox County's request for letters of interest to provide Construction Engineering Inspection (CEI) services for implementation of the Advanced Traffic Management System (ATMS) Phase 2 project. This letter includes a brief description of the credentials of our firm and the individuals who will have key project assignments. We emphasize the following key points:

- ✓ **CDM Smith has served as prime CEI consultant for recent ATMS projects in our region, including construction of the Knox County ATMS Phase 1 project; the Sevier County Tourist Corridor Phase 1 ATMS project; the Maryville-Alcoa Phase 1 ATMS project; and the Sevier County EDA Smart Signal Upgrade project.** The same team members who provided CEI services for these TDOT Locally Managed projects are proposed to lead the Knox County ATMS Phase 2 project.
- ✓ **CDM Smith has proven success in completing CEI projects under TDOT's Locally Managed Program.** In fact, we have been under continuous direct contract with TDOT for one or more projects since the 1960's. We maintain unlimited prequalification status with the department, and our graded performance on TDOT projects is outstanding. In addition to the ATMS projects listed above, we have substantial experience with TDOT locally managed traffic signal projects in Knoxville, Knox County, Gatlinburg, Bristol, Greeneville, Memphis, and many other Tennessee communities.
- ✓ **Staff from CDM Smith's Knoxville office will oversee the project, giving us easy access to the project site and key County personnel.** Our local team includes a highly qualified CEI project manager, field inspectors, and records manager – as well as a team of seasoned traffic engineers to assist on an as-needed basis. If specialty expertise is needed, CDM Smith's national signal systems and communications experts will also be available to assist on this project.

We appreciate consideration of CDM Smith, and we look forward to the opportunity of again providing the services expected of your selected consultant. If you have any questions regarding our submittal or require additional information, please feel free to contact me by phone at (865) 963-4342 or email at MizeRJ@CDMSmith.com. Thank you for considering CDM Smith to lead this exciting project!

Sincerely,
CDM Smith Inc.

Jeff Mize, PE | Vice President

PROJECT CONTACT:
Jeff Mize, PE
1100 Marion Street, Suite 300
Knoxville, TN 37921
mizerj@cdmsmith.com
(865) 963-4342



General Information

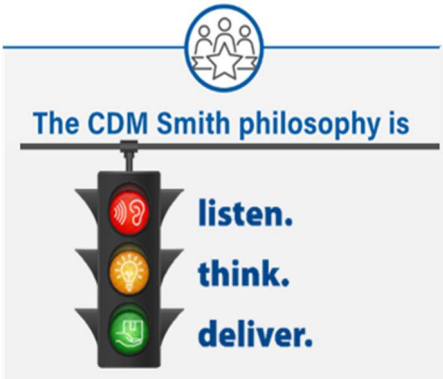
CDM Smith was incorporated in 2011 through the merger of two long established engineering firms, CDM Inc. and Wilbur Smith Associates (WSA). The firm is now a major worldwide transportation, water, environmental, energy and facilities consulting firm offering a wide array of planning, engineering and construction phase services. With a total staff of over 6,000 employees worldwide, including over 120 in Tennessee, CDM Smith has the breadth of knowledge and depth of quality individuals to deliver this Knox County project as we have on all of our past assignments.

CDM Smith's Tennessee transportation practice was established in Knoxville in the 1960's, initially to serve the Tennessee Department of Transportation (TDOT). CDM Smith has been providing engineering services under continuous contract with TDOT during the decades since and is pre-qualified with **unlimited status** to provide a variety of services for the Department. Our firm holds active TDOT on-call contracts in CEI, roadway design, survey, multimodal design, multimodal technical studies, planning, bridge repair & rehabilitation design, and bridge load rating. CDM Smith, Inc. is licensed (license number 6582) by the Tennessee Board of Architectural and Engineering Examiners to provide engineering services within the state.

In addition to 56 years of work directly for TDOT, CDM Smith has assembled an impressive resume of projects for local government clients, including: Knox County, Knoxville, Alcoa, Maryville, Blount County, Sevierville, Pigeon Forge, Gatlinburg, Bristol, Kingsport, Morristown, Etowah, Lenoir City, Cleveland, Chattanooga, Franklin, Nashville, Spring Hill, and Memphis. Having completed CEI projects for local governments and TDOT for several decades, CDM Smith is very familiar with the standards and policies required for TDOT Locally Managed projects, thereby allowing us to efficiently deliver the Knox County ATMS Phase 2 CEI project. Through hard work, dedication, and a great, stable employee base, CDM Smith is proud to have earned a reputation as a premier transportation engineering firm in the area.

A. WORK EXPERIENCE IN REQUIRED DISCIPLINE – SIMILAR SIZE / SCOPE PROJECTS

The following pages contain descriptions of successful recent CDM Smith projects that are similar in scope to the Knox County ATMS Phase 2 project. As demonstrated herein, CDM Smith has the technical ability, experience, and availability to successfully complete this CEI project consistent with the vision and goals of the County.



We listen to each client with a solution-driven attitude, tap the best minds to apply ingenuity and advanced technologies, and create lasting solutions to exceed your expectations.



Knox County ATMS Phase 1 – CEI (Knox County, TN)

CDM Smith worked under contract with Knox County to provide CEI services for the Advanced Traffic Management System (ATMS) Phase 1 project. This project involved improvements to 15 intersections along two busy Knox County corridors. Construction involved interconnecting 10 signals along Maynardville Pike and interconnecting 5 signals along N. Cedar Bluff Road. All intersections included ADA pedestrian and ramp modifications, phasing changes, pavement marking upgrades, signal head replacement, signage improvements, and testing and integrating new signal software.

Sevier County Tourist Corridor ATMS – CEI (Sevier County, TN)



CDM Smith worked under contract with the City of Sevierville to serve as prime CEI consultant for this TDOT locally managed ATMS project, funded through a CMAQ grant. The scope included traffic signal upgrades to nearly sixty (60) intersections along three major tourist corridors in the cities of Sevierville and Pigeon Forge. The large volume of work required the funding to be split into two separate TDOT PIN numbers. The project included upgrades to all traffic signals along the Parkway (US-441/SR-66) from I-40 to the southern city limit in Pigeon Forge; the entire length of Veterans Boulevard (SR-449); Dolly Parton Parkway (SR-35) from Downtown Sevierville to east of Veterans Boulevard; and other nearby strategic intersections. Construction was completed in 2022.

Specific work items included:

- Signal controller installation,
- Controller cabinet modifications,
- Signal head modifications,
- Signal pole & ped pole installation and upgrades,
- Video detection installation,
- Signal timing and detection zone setup,
- Pavement marking & signing replacement and upgrades,
- ADA curb ramp additions and modifications,
- Fully ADA accessible and audible pedestrian system installation.





Sevier County EDA Funded Smart Signal Upgrades – CEI (Sevier County, TN)

CDM Smith is working under contract with the City of Pigeon Forge to serve as prime CEI consultant for this multi-jurisdictional signal upgrade project that is funded through a U.S. Department of Commerce, Economic Development Administration (EDA) grant. The project involves upgrades to fifty-five (55) traffic signals located throughout Pigeon Forge, Sevierville, Gatlinburg, and Sevier County. The upgrades include a combination of new detection cameras, controllers, cabinets, conduit, wiring, signal communications, and upgrades to ADA pedestrian signals and curb ramps as needed at each intersection.

City of Pigeon Forge, Signal and Signal Systems – CEI (Pigeon Forge, TN)



CDM Smith served as CEI consultant under contract with the City of Pigeon Forge for the construction of traffic signal systems in two critical areas within the city that experience extremely high traffic volumes. CDM Smith completed the signal design, timing plans, interconnect plan, and full CEI services for construction of traffic signals at the following intersections that serve Dollywood's theme park property:

- SR-449 (Veterans Blvd) / Jake Thomas Rd / Dollywood Resorts Blvd
- SR-449 (Veterans Blvd) / Splash Country Exit Road
- SR-449 (Veterans Blvd) / McCarter Hollow Road
- McCarter Hollow Road / Dollywood Theme Park Exit Road

CDM Smith also completed signal design, timing plans, interconnect plans, and full CEI services for replacement of traffic signal poles, detection, heads, cabinets, and ADA pedestrian infrastructure at the following intersections in downtown Pigeon Forge along US-411/SR-66 (Parkway).

- US-441/SR-66 (Parkway) / SR-73 (Wears Valley Road)
- SR-73 (Wears Valley Road) / McGill Street
- US-441/SR-66 (Parkway) / Henderson Chapel Road
- US-441/SR-66 (Parkway) / The Island Drive
- US-441/SR-66 (Parkway) / Christmas Tree Lane
- US-441/SR-66 (Parkway) / Music Road

Maryville/ Alcoa - ATMS, Phase 1 – CEI (Maryville & Alcoa, TN)



CDM Smith served as CEI Consultant on this joint Phase 1 ATMS project in the Cities of Maryville and Alcoa, funded through TDOT's locally managed program. The project consisted of construction, installation, and testing approximately 10.3 miles of traffic signal system communications infrastructure and its fiber optic backbone. The project also included connection of forty (40) traffic signals throughout the cities with multi-mode fiber optic interconnect. Existing closed loop multi-mode fiber optic signal systems within both cities were connected to the fiber backbone, establishing an inter-agency fiber optic signal system interconnect controlled by three field masters. The project required replacing eleven (11) of Alcoa's existing signal controllers with equipment that would match that of the City of Maryville along with appropriate modifications to the associated cabinets.

A redundant single-mode fiber optic trunk line was installed along with the multi-mode fiber. This trunk line was built to accommodate future ITS devices and applications that the cities may add. The project also included upgrading pedestrian signal infrastructure at eleven (11) intersections within both cities, improvements to the phasing / sequencing of five (5) signals, and one (1) complete signal upgrade within Maryville. Additional construction involved ADA improvements, median pavement, sidewalks, and pavement markings at various intersections in both cities.



City of Gatlinburg Downtown Signal Upgrades – CEI (Gatlinburg, TN)

CDM Smith provided CEI services for intersection realignment and traffic signal upgrades at the intersection of Parkway/East Parkway; Parkway/Greystone Heights/River Road; Parkway Cherokee Orchard/River Rd; and a new pedestrian signal at River Road. This project included a complex coordination plan for four signals along the route, where an existing fiber optic trunk line was utilized as the backbone for the system. The signals were connected in an overall system with new controllers, new signal detection, and ADA pedestrian upgrades.

During the construction phase, CDM Smith provided CEI services to assist the city with inspection of traffic signals, signal interconnect, sidewalks, ADA improvements, signing, and roadway construction; project documentation; preparation and inspection of final punch list items; and project closeout. Construction was completed in 2021.

Signal and Signal System at University Commons Development – CEI (Knoxville, TN)



CDM Smith served as CEI Consultant under contract with the City of Knoxville during the construction phase of the University Commons project, adjacent to UT campus. In order to provide adequate access to the University Commons development site, a new bridge was designed to connect the site to an existing TDOT bridge between UT's main campus and agriculture campus. This new bridge provides a vital connection for traffic, bike, and pedestrian access to the redeveloped property. A new signal was added to serve the intersection between the two bridge structures. In addition, the signal at University Commons Way / Cumberland Avenue was modified, and the following four signals along UT's Agriculture Campus were interconnected.

- Joe Johnson Drive / University Commons Way
- Joe Johnson Drive / E.J. Campman Drive
- Volunteer Blvd / Joe Johnson Drive / Andy Holt Drive
- Neyland Drive / Joe Johnson Drive

The project received the ACEC TN Grand Award for Engineering Excellence in 2015.

City of Memphis Signal Upgrades – CEI (Memphis, TN)

CDM Smith served as CEI consultant under contract with the City of Memphis to upgrade and enhance traffic signals at eight (8) isolated intersections within the city. Enhancements were accomplished through completely rebuilding all eight traffic signals for improved visibility and target value as well as upgrading signal indications to LED displays where necessary. The project was funded through the Congestion Mitigation and Air Quality (CMAQ) Program and was managed by the Division of Engineering of the City of Memphis with CDM Smith providing full CEI services. The project was designed to better meet traffic operational needs and air quality goals by increasing the safety, reliability, and function of each signalized intersection. All project work was performed in accordance with the TDOT Local Government Guidelines. Construction was completed in 2015.

The following eight (8) intersections were upgraded:



- Poplar Avenue and Yates Road
- Holmes Road and Millbranch Road
- Raines Road and Third Street
- Southern Avenue and Goodlett Street
- Reese Road and Whitten Road
- Quince Road and Riverdale Road
- Summer Avenue and Raleigh Lagrange Road
- Walnut Grove Road and Yates Road

B. DEMONSTRATED SPECIALIZED EXPERTISE RELATED TO THE PROJECT

CDM Smith's CEI team in Knoxville is thoughtful about the specialized training and expertise that we provide our project managers and inspectors. We have four field inspectors with IMSA Traffic Signal Level 1 certifications, and one inspector with IMSA Fiber Optic certification. In addition, our CEI managers and lead inspectors have obtained TDOT's required specialty certification for CEI consultants on Locally Managed Projects. The staffing chart below shows the certifications and specialized experience for our CEI personnel in Knoxville.

Team Member / Task	Total Years of Experience	Years with CDM Smith	Professional Engineer (P.E.)	Certified Construciton Manager (CCM)	Cert. Professional - Erosion & Sediment Ctrl (CPESC)	Qualified Hydrologic Professional (TN-QHP)	USDOT FAA Remote Drone Pilot	TDOT Local Programs CEI Certification	TDOT Local Programs eGrants Part 1 & 2	Traffic Signal Technician Level 1 (IMSA)	Traffic Signal Inspector (IMSA)	Certified Fiber Optic Technician (IMSA/FOA)	Work Zone Temporary Traffic Control (IMSA)	Work Zone Traffic Control / Flagging	10 HR OSHA Construction Safety	TDEC Level 1	TDEC Level 2	Guardrail Installation Training	Safety Nuclear Gauge Certification	TDOT HMA Certified Roadway Inspector	TDOT Asphalt Plant Technician	TDOT Concrete Field Technician	TDOT Soils & Aggregate Technician	TDOT Hazardous Materials Technician	TDOT Site Manager
Project / Construction Managers																										
Joe Hillard, PE, CCM	33	19	X	X				X						X	X	X	X		X	X			X		X
Mary Beth Masi, PE	30	30	X					X	X					X	X	X	X			X			X		X
Phil Watkins, PE	13	1	X												X	X	X	X	X	X	X	X	X	X	X
Construction Inspectors																										
Scott Garniss	33	18					X	X		X	X	X		X	X	X		X	X	X		X	X	X	X
Bill Levinsky	31	19								X			X	X	X	X		X	X	X		X	X	X	X
Steve Kirsch	28	18								X			X	X	X	X		X		X	X	X	X	X	X
Josh Ogden	6	1								X	X			X	X	X		X	X	X	X	X	X	X	X
Will Carroll, CPESC, TN-HQP	22	19			X	X								X	X	X	X	X		X		X	X		X



C. DEMONSTRATED CAPABILITIES OF FIRM

Including number of employees assigned to the project & TDOT approval letter

This section includes short resumes for key personnel who will be assigned to this project. We anticipate utilizing a subconsultant in a minor role for materials testing. All other work will be performed by CDM Smith.

PROJECT LEADERSHIP

CDM Smith's Knoxville CEI group includes a total of 19 staff members with 3 project managers, 2 records managers, and 14 field inspectors. For this project, we will assign the leadership team shown below:



Mary Beth Masi, P.E. will serve as **CEI project manager / records manager** for the project. In this capacity, she will be the primary point of contact for the County and will have day-to-day responsibility for the project, including overall coordination with the project team. She served in this same role for the Knox County ATMS Phase 1; Sevier County ATMS Phase 1; Sevier County EDA Smart Signals; and Maryville-Alcoa Phase 1 ATMS projects. Mary Beth began her career as a CDM Smith co-op student in 1994 and now serves as a construction project manager / resident engineer and records manager for the firm where she specializes in providing utility coordination efforts, correlating data, checking materials quantities, maintaining records, tracking shop drawings, tracking contractor payrolls, processing monthly estimates and construction reports, overseeing schedules, and scheduling team meetings and planning sessions. Mary Beth's organization skills are unmatched, and she has proven to be a tremendous asset to local government clients in navigating the TDOT locally managed process while maintaining project records that meet TDOT and federal requirements.



Joe Hillard, PE, CCM will serve as **CEI project director.** In this role, he will assist the project manager to assign appropriate staffing and will assist with TDOT coordination as needed. Joe began his career in began his career in 1991. He joined CDM Smith in 2006 as a senior inspector and now serves as a CEI project manager and project director. He maintains active certifications for TDOT CEI inspection, including TDOT's Local Government Program Development for CEI Consultants. Some recent projects include oversight of the Knox County ATMS Phase 1 project; Sevier County Phase 1 ATMS project; Sevier County EDA Smart Signal project; Maryville/Alcoa Phase 1 ATMS project; University Commons in Knoxville; Dollywood DreamMore Resort and Henderson Chapel Road intersections in Pigeon Forge.



Phil Watkins, PE will serve as **CEI resident engineer**. In this role, he will assist the project manager with field assignments and will assist with oversight and QC of field inspection work. Phil has 13 years of experience and is a CEI project manager, resident engineer, and senior inspector, having joined CDM Smith's Knoxville CEI team in 2024. He has extensive experience on TDOT and municipal roadway and traffic signal projects. Prior to joining CDM Smith, Phil worked for six years with a roadway contractor and then seven years as a TDOT Construction District Maintenance Supervisor.



Scott Garniss will serve as **senior CEI field inspector** for the project. Scott is a senior inspector with 33 years of experience (18 with CDM Smith) in providing CEI services for TDOT and local municipal traffic signal projects. Scott recently served as senior CEI inspector for the Knox County ATMS Phase 1; Sevier County Phase 1 ATMS; and Sevier County EDA Smart Signals projects, as well as two complex signal projects in downtown Gatlinburg. Scott's project responsibilities have included sampling, testing, and inspection of signal foundations; inspection of utilities and interconnect; inspection of traffic signal and cabinet installation; inspection of video detection; inspection of ADA components, and documentation and project closeout. Scott maintains active certifications for IMSA Traffic Signal Level 1, IMSA Fiber Optic Technicians, and TDOT Local Government Program Development for CEI Consultants. Scott is also an FAA licensed drone pilot, and he routinely utilizes drone photography and videos to document construction progress on CEI projects.

To assist the project leadership, CDM Smith's CEI project team will include three additional seasoned field inspectors with IMSA Traffic Signal certifications and all required TDOT CEI certifications **(Bill Levinsky, Steve Kirsch, and Josh Ogden)**. Our team will also include an experienced EPSC inspector **(Will Carroll, CPESC, TN-HQP)** who will provide EPSC inspections as needed.

Further, our Knoxville office offers a wealth of traffic engineering experience to assist the team on an as-needed basis. Senior Knoxville traffic engineers **John Gould, PE**, **Chris Kirby, PE, Kevin Cole, PE, and Stephanie Hargrove, PE, PhD** are all available to assist with technical questions that may arise during the progress of construction.

CDM Smith's Knoxville office is located less than 1 mile from Knox County's Engineering & Public Works office, and our project team can easily meet with County staff as needed throughout the duration of the project.

In addition to our Knoxville staff, CDM Smith's national signal systems and communications experts are available to assist the project team on an as-needed basis.



Jessie Carroll, PE, PTOE, PMP is one of CDM Smith's **national signal systems and communications experts** in the firm's Chicago office and is a licensed professional traffic engineer with 25 years of experience in ITS systems design, planning and inspection. Jessie is proficient in reviewing and recommending current ITS technologies; ITS infrastructure placement and design; traffic signal and system design; and developing full PS&E packages for signal system and ATMS projects. Her specific project experience includes serving as Project Manager for launching a new arterial operations center for Kane County, Illinois where she helped create the standard operating procedures to monitor and report on all KDOT maintained traffic signal systems and ATMS communications infrastructure. She also served as traffic engineer for the Indianapolis ATMS Phase 5 project where she was responsible for coordinating with INDOT on evaluating proposed CCTV camera tower and vehicle detection site layouts and site constructability for deployment of ITS equipment.



Jim MacKay, P.E. is also one of CDM Smith's **national signal systems and communications experts** in the firm's Pittsburgh, PA office and brings 30 years of experience in traffic engineering systems. His work has included designing integrated, multiple-phase, traffic signal systems on highly congested corridors that include computer controlled real-time monitoring between remote field devices and traffic control centers; fiber-optic communications including center-to-center (C2C) and sub-regional to regional TMC communications; data collection sessions software; emergency vehicle preemption; railroad preemption; transit priority; spread spectrum radio interconnect; video and radar detection; and closed loop coordination. Jim is a certified IMSA Level 2 Traffic Signal Field Technician and is knowledgeable in all areas of traffic signal equipment and controllers. Jim has monitored and inspected the installation of traffic signal systems on DOT and municipal construction projects, and he has trained construction inspectors, municipal personnel, consultant engineers, and contractors on the design, construction, operation and maintenance of advanced traffic signal systems.

CDM Smith is dedicated to efficient and timely project development with your goal being our goal as well. Our firm offers the qualifications, breadth of resources and expertise – not only to just deliver a result, but also to make the CEI process flow smoothly with minimal oversight required from your staff!

TDOT Approval Letter

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
DESIGN DIVISION
SUITE 1200, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2221

BUTCH ELEY
DEPUTY GOVERNOR
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

March 21, 2023

Mr. Jeff Mize
CDM Smith Inc.
1410 Anywhere Road, Suite 100
Nashville, TN 37243

Subject: Evaluation of Consultant Pre-qualification Form
(DT-0330 Revised 08/09)

Dear Mr. Mize:

The Department has completed an evaluation of your firm's Consultant Pre-Qualification Form DT-0330 received on March 10, 2023. You are hereby informed that your firm shall be considered as having **Unlimited Qualification** for the following disciplines for a three-year period beginning **March 16, 2023**:

Administrative
Architect
Biologist
CADD Technician
Civil Engineer
Communications Engineer
Computer Programmer
Construction Inspector
Construction Manager
Cost Engineer / Estimator
Environmental Engineer
Environmental Scientist
Foundation/Geotechnical Engineer
GIS Specialist
Geologist
Hydraulic Engineer
Hydrologist
Land Surveyor
Planner: Urban / Regional
Scheduler
Soils Engineer
Specifications Writer
Structural Engineer
Technician / Analyst
Transportation Engineer

Your firm has requested experience code U03 Utilities: Subsurface Utility Engineering (SUE) and/or experience code U04 Utilities Design/Coordination/Inspection: Electrical Power; Communications; Gas/Oil; Water; Sewer/Sanitary Systems (Distribution/Transmission). The request for more information for these codes will come in a separate e-mail from our Right of Way Office.

Please be advised that consulting firms desiring to contract with TDOT must assume full responsibility for renewing their pre-qualification status via the DT-0330 Part 1 Form.

Thank you for keeping the information regarding the qualification of your firm current with us. Should you have any questions in this regard, please contact this office.

Sincerely,

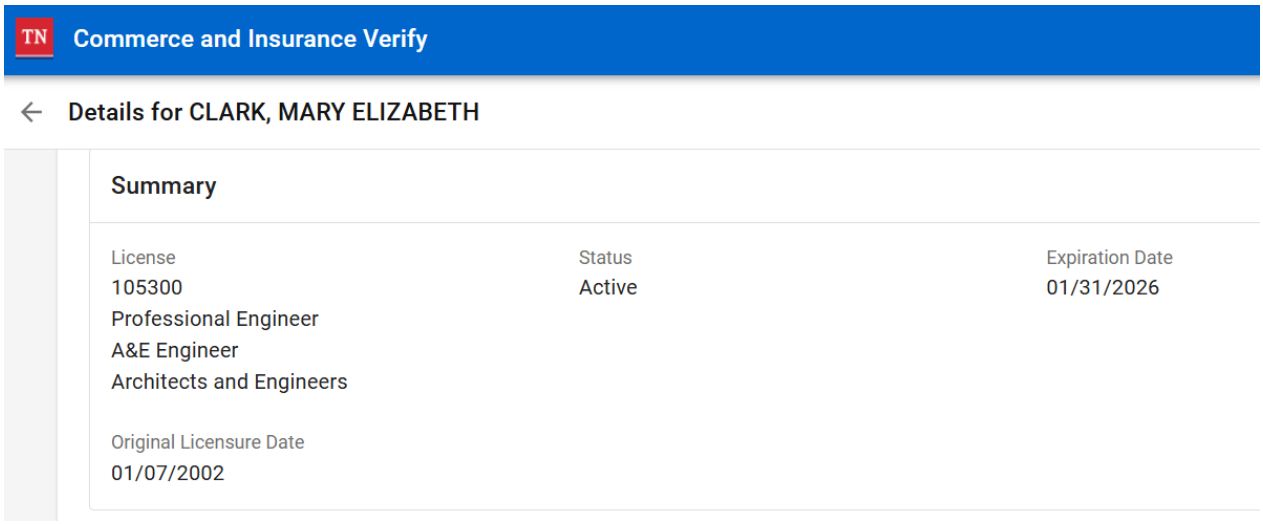
for Jennifer Lloyd, P.E.
Civil Engineering Director
Roadway Design Division

JL/CS

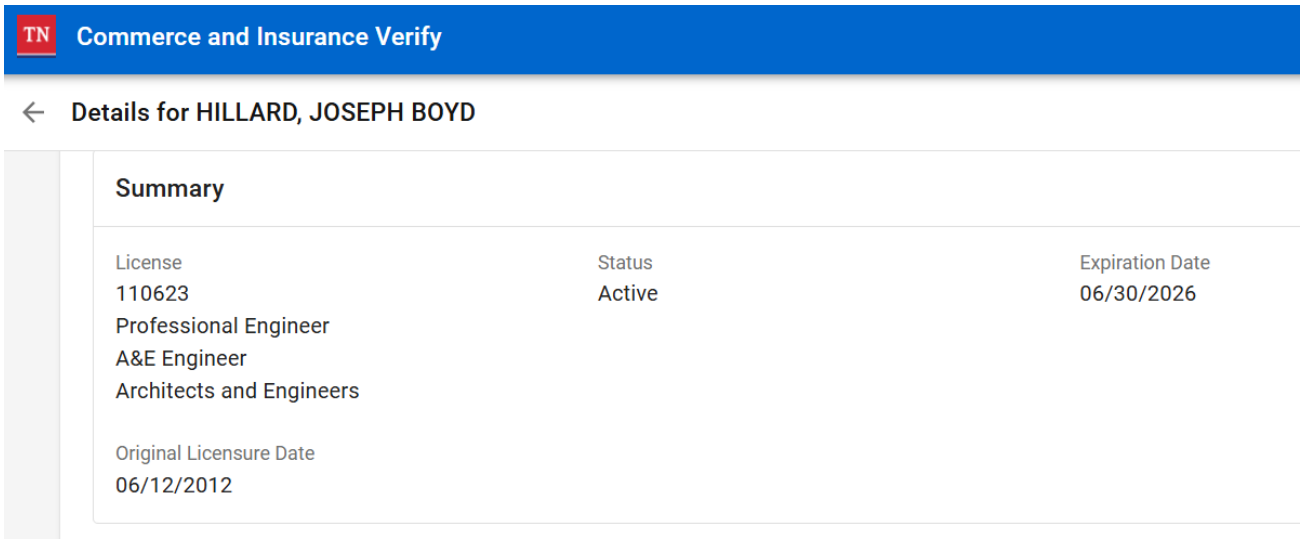
cc: Monica Comer Ben Gresson Hannah Guest

D. PROFESSIONAL LICENSURE

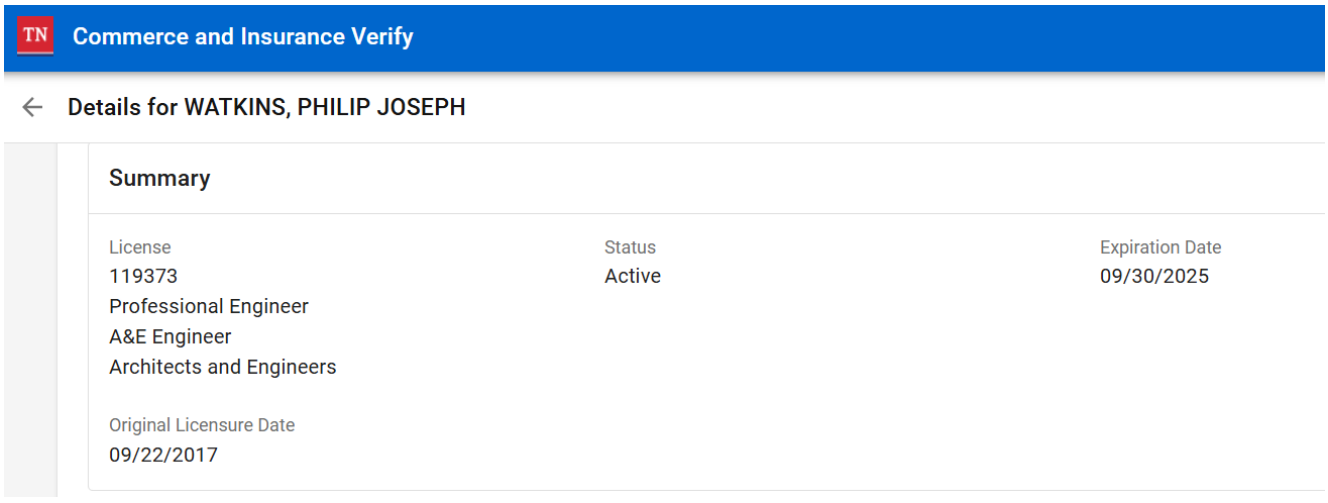
Mary Beth (Clark) Masi, PE – Professional Engineer License Verification



Joe Hillard, PE – Professional Engineer License Verification



Phil Watkins, PE – Professional Engineer License Verification



CDM Smith Inc. – Professional Engineering Firm License Verification

Commerce and Insurance Verify

← Search Results

Organization

License Details
A&E Engineering Firm
Engineering Firm - General
6582
Active

Primary Contact Information
KNOXVILLE, Tennessee 37921
Knox, United States

TDOT Local Programs CEI Certification



TN TDOT Department of Transportation

TENNESSEE DEPARTMENT OF TRANSPORTATION

PROGRAM DEVELOPMENT DIVISION

This is to certify that

Mary Beth Masi

has successfully completed a two-day workshop on
Chapter 8 (Preconstruction and Construction Procedures) of the Local Government Guidelines for the Management of Federal and State Funded Transportation Projects
TDOT Region 1 on July 26-27, 2023

Kimery Grant
TDOT Program Development Division

David Donoho, P.E.
Presenter, Smith Seckman Reid

For the Tennessee Department of Transportation
This certificate entitles the recipien



TN TDOT Department of Transportation

TENNESSEE DEPARTMENT OF TRANSPORTATION

PROGRAM DEVELOPMENT DIVISION

This is to certify that

Scott Garniss

has successfully completed a two-day workshop on
Chapter 8 (Preconstruction and Construction Procedures) of the Local Government Guidelines for the Management of Federal and State Funded Transportation Projects
TDOT Region 3 on February 1-2, 2023

Kimery Grant
TDOT Program Development Division

David Donoho, P.E.
Presenter, Smith Seckman Reid

For the Tennessee Department of Transportation
This certificate entitles the recipient to 10 Professional Development Hours

CDM Smith

listen. think. deliver.

Attachment C

Request for Qualifications
Solicitation #3649

The Procurement Division of Knox County, Tennessee will receive sealed Request for Qualifications (RFQ) for **Construction Engineering Inspection Services for the Advanced Traffic Management System Phase 2** as specified herein. RFQs must be received by **2:00 p.m. local time** on **May 15, 2025**. Late submittals will neither be considered nor returned.

Deliver Qualifications To:

Solicitation Number 3649
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

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

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Questions may be emailed to brian.hubbs@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 may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **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 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.

1.3 **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 the 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, Business Outreach Administrator
Knox County Procurement
Telephone: 865-215-5760
Fax: 865-215-5778
Email: diane.woods@knoxcounty.org

1.4 **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 closing of this solicitation.

1.5 **COPIES:** Knox County **requires** that Qualifications being submitted be one (1) marked original and three (3) exact copies. An electronic copy on CD/flash-drive, in one complete file, is also required.

1.6 **DECLARATIVE STATEMENT:** 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 RFQ being deemed non-responsive and disqualified.

1.7 **ELECTRONICALLY SUBMIT RESPONSE:** Due to the nature of this solicitation, the Knox County Procurement Division **will not** accept electronically submitted responses. A hard copy response must be submitted with one (1) marked original and three (3) exact copies. An electronic copy on CD/flash-drive, in one complete file, is also required. Email and facsimile submissions are strictly prohibited.

1.8 **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.

1.9 **INCURRED COSTS:** Knox County will not be liable in any way for costs incurred by any respondent in the preparation and submission of its RFQ in response to this solicitation, nor for the presentation of its qualifications and/or participation in any required meetings, discussions, or negotiations. If any oral presentations are required, Knox County advises vendors to be thorough and complete in submission of information.

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

1.11 **NON-COLLUSION:** Vendors, by submitting a signed RFQ, certify that the accompanying submittal 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.

1.12 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Respondents are cautioned that all documents submitted on behalf of this RFQ shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

1.13 **QUALIFICATION DELIVERY:** Knox County requires respondents, when hand delivering responses, to time and date stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time. Knox County shall not be responsible for lost or misdirected mail sent by common carrier, nor will Knox County be responsible for qualifications delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation.

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.

1.14 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that RFQs be submitted on paper and shall:

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

1.15 **SIGNING OF QUALIFICATIONS: In order to be considered all Qualifications must be signed. Please sign the original in blue ink.** By signing the response document, the respondent acknowledges and accepts the term and conditions stated in the RFQ document. It is suggested that mailed RFQ's be sent by certified or registered mail with return receipt requested or RFQ's sent via common carrier include tracking and delivery confirmation.

1.16 **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.

1.17 **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 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.

1.18 **VENDOR REGISTRATION:** Prior to the closing of this solicitation, ***ALL INTERESTED FIRMS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the solicitation closing time.

1.19 **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 solicitation.

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 Qualifications, 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 RFQ, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint submittal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each responding firm is not on the list created pursuant to Tennessee Code Annotated Section 12-12-106. Vendors are to submit the Affidavit of Compliance, **Exhibit B**, with their bid.

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. Vendors are to submit the Affidavit of Compliance, **Exhibit B**, with their bid.

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, 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 Qualifications (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 **RECORDS:** Contractor will maintain records of products and/or services provided to Knox County and make them available on request.

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 offset, 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 their signed submittal that they are 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, 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 terminationdate 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, qualifications, 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 SCOPE OF WORK

3.1 **SCOPE OF WORK:** Knox County, an Equal Opportunity Employer, is seeking to retain a vendor to provide Construction Engineering Inspection (CEI) Services for the Advanced Traffic Management System (ATMS) Phase 2 Project. This project involves the installation of equipment upgrades at thirteen (13) traffic signals along the Maynardville Pike corridor and two (2) intersections at N. Watt Rd and I-40. All intersections are subject to additional video detection and the installation of dedicated short range communications (DSRC) units as well as signal timing optimization. Four (4) intersections will require cabinet replacements, new controllers, battery backups and cell modems.

State Project Number: 47LPLM-F3-178
Federal Project Number: CM-4700(64)
Project Pin: 128833.00

The work includes but is not limited to the following:

- Inspecting work performed by the contractors and ensuring all work conforms to Knox County / TDOT specifications.
- Recording all details/quantities in a daily inspection report.
- Reviewing and approving pay applications.
- Performing all necessary environmental inspections.

All CEI Services must be performed in accordance with the latest edition of the TDOT Standard Specifications for Roadway and Bridge Construction and the latest edition of the TDOT Local Government Guidelines for the Management of Federal and State Funded Transportation Projects. Consultant invoicing and payment for services will be administered by Knox County in accordance with TDOT guidelines.

3.2 **AWARD:** Knox County intends to issue a one-time award and lump-sum contract. The Knox County Procurement Division will draft the contract. Knox County will not accept any vendor's contract. Vendors are cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement. 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.

3.3 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Successful firm agrees and covenants that the company, it's agents and employees will comply with all City, County, State and Federal codes, laws, ordinances, 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 codes, laws, ordinances, rules and regulations, the vendor shall bear all costs arising from them.

3.4 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor. It is imperative that the Knox County account be handled efficiently and professionally. Knox County 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 Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the Knox County account to avoid any interruption of service.

3.5 **CONTRACT EXECUTION:** It is the intent of Knox County to enter into a contract with the highest evaluated respondent to negotiate the contract cost. The Contact must be voted on by Knox County Commission and receive a majority vote. The successful vendor may be required to be present at the Knox County Commission Meetings to answer questions relating to the services performed. Adequate notification will be given by the Knox County Procurement Division if the vendor will need to attend the meetings. The Knox County Procurement Division will draft the Contract. Knox County **will not** accept any vendor's contract. Vendors are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.

3.6 **EVALUTION REVIEW:** Knox Count reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFQ process) that might affect the County's judgement as to the appropriateness of a qualified vendor. This information may be appended to the evaluation process results.

3.7 **EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of this solicitation shall indicate such exceptions in their submittal. Failure to indicate any exceptions shall be interpreted as the vendor's intent to fully comply with the solicitation as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Part VIII of the submittal as instructed in Section IV, RFQ Format. Do not strike through or in any way alter the RFQ. Exceptions listed within other sections of the submittal shall not reviewed or considered.

3.8 **INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign and have its insurance agent sign the attachment, **Exhibit A**, and submit it with their response.

Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance (COI) showing the specified coverage and naming Knox County, Tennessee as additional insured; endorsement pages shall be included. It shall be the successful vendor's responsibility to keep a current COI and endorsement pages on file with the Knox County Procurement Division during the life of the Contract.

3.9 **LICENSING REQUIREMENTS:** Vendors must hold and maintain the proper license from the State of Tennessee Licensing Board for the type of work requested. Vendors must submit a copy of the license. All licensing must be in accordance with Tennessee Code Annotated.

3.10 **NEGOTIATIONS:** Knox County reserves the right to enter into Contract negotiations with the highest-rated vendor. If Knox County and the selected vendor cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated vendor. This process will continue until a Contract has been executed or all submittals have been rejected. No vendor shall have any rights against Knox County arising from such negotiations.

3.11 **NEWS RELEASE 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.

3.12 **PRE-QUALIFICATION:** Knox County requires that all consultants being considered are pre-qualified with TDOT. Additional TDOT pre-qualification procedures, pre-qualification forms and current "Standard Procurement Policy for Engineering and Technical Services" are available at this website: www.tennessee.gov/tdot.

3.13 **QUALIFICATIONS EVALUATION:** Knox County will evaluate the top three (3) firms on the following criteria:

- **General Qualifications of Firm (40 Points)**
  - Years in business and years key personnel have performed civil engineering design services
  - Number of licensed professionals
  - Capabilities and resources of firm
  - Number of support personnel and roles
- **Key Personnel assigned to Project (30 Points)**
  - Resumes of key personnel to work with Knox County
  - Specific areas of expertise
  - Availability of personnel to Knox County
- **Current Projects and Workload (20 Points)**
  - List of current or past projects of similar size and scope
  - Initial budget and final cost for above project
  - Start date and final completion date for above projects
  - Projected workload
- **Licensure, Insurance and Litigation (10 Points)**
  - Provide evidence of licensure to practice engineering in the State of Tennessee
  - Provide evidence of appropriate insurance coverage
  - Provide information of any litigation in which the firm has been involved within the past five (5) years

The consultant evaluation committee holds the ability to conduct interviews based on scoring.

Pre-qualification procedures, example letter of interest, list of pre-qualified firms and certified DBEs, TDOT's standard procurement policy, and additional information can be found at the following website: https://www.tn.gov/content/tn/tdot/business-redirect/consultantinfo.html. For information on pre-qualification, please contact Christine Smotherman at 615-741-4460 or Christine.Smotherman@tn.gov.

Evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex, creed or national origin interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women owned firms are encouraged to respond to all advertisements by Knox County. For information on DBE certification, please contact David Neese at 615-741-3681 or David.Neese@tn.gov. Details and instructions for DBE certification can be found at the following website: https://www.tn.gov/tdot/civil-rights/small-business-development-program.html.

SECTION IV RFQ FORMAT

Vendors shall use the following format for the preparation and submission of their qualifications. Failure to follow this format may be just cause for rejection of submittals. Cost of preparation of qualifications is the sole responsibility of the vendor. Knox County requires that qualifications being submitted be one (1) marked original and three (3) exact copies. An electronic copy in a single .pdf file on a CD/DVD or flash drive is also required.

Part I **SIGNED LETTER AUTHORIZING SUBMISSION OF THE QUALIFICATIONS**

Part II **VENDOR INFORMATION**

- Company Name, Address, and telephone number
- Contact name(s) and telephone number(s)
- Contact email address
- Firm's Vendor Number as assigned by the Knox County Procurement Division
- Firm's Knox County Business License (if applicable)
- Firm's Employer Identification Number (EIN)
- Copies of all licenses, permits and professional certifications for company and employees
- Acknowledgment of Addenda (if applicable)

Part III **GENERAL QUALIFICATIONS OF THE FIRM**

Provide complete qualifications and capabilities of the firm for conducting the Scope of Work in Section 3.1. Include the firm's number of years in business and years key personnel have performed civil engineering design services. Provide the number of licensed professionals for this project along with support personnel and roles.

Part IV **KEY PERSONNEL ASSIGNED TO THE PROJECT**

Provide the resumes of the key personnel that will be working on the project. Resumes should be no longer than one page and include number of years working on similar projects and a list of sample projects similar to the scope of work. Include all specific areas of expertise and show availability of personnel to work on this project.

Part V **CURRENT PROJECTS AND WORKLOAD**

Provide a list of current or past projects that are similar in size and scope. Include initial budget/final costs and start/completion dates for current or past projects. Provide the firm's projected workload for next six months.

Part VI **LICENSURE, INSURANCE AND LITIGATION**

Provide evidence of licensure to practice engineering in the State of Tennessee and appropriate insurance coverage. Describe any litigation with which the firm has been involved in the past five (5) years.

Part VII **REQUIRED ATTACHMENTS**

Firms are to complete and provide the following attachments here:

- Knox County Insurance Checklist, **Exhibit A**
- Affidavit of Compliance with Iran Divestment Act / No Boycott of Israel, **Exhibit B**

Part VIII **ADDITIONAL INFORMATION**

Respondents may submit additional information regarding their Firm and the services they offer that may add value to their submittal.

Part VIX **EXCEPTIONS**

Respondents are to include any and all exceptions taken to this solicitation under this part. Do not mark through or otherwise alter the language of this RFQ in your response.

Failure to submit any of the above information or any other information requested in this Request for Qualifications may result in the response being disqualified.

EXHIBIT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
RFQ NUMBER 3649

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
		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	$1,000,000.00	
		PROFESSIONAL LIABILITY		
YES	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-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSTATION, AUTO AND PROFESSIONAL LIABILITY. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

22. THE CERTIFICATE OF INSURANCE SHALL SHOW THE LOI/RFQ NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE RESPONDENT NAMED BELOW AND HAVE ADVISED THE RESPONDENT OF REQUIRED COVERAGE.

AGENCY NAME: _____ **AUTHORIZING SIGNATURE:** _____

RESPONDENT'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

RESPONDENT NAME: _____ **AUTHORIZING SIGNATURE:** _____

EXHIBIT B
REQUEST FOR QUALIFICATIONS NUMBER 3649

AFFIDAVIT OF COMPLIANCE

IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL

Comes _____, for and on behalf of
(*Printed name of Principal Officer of Company)*

_____, (the "Company") and, after being duly authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

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.

_____
Signature

Title: _____

Sworn to and subscribed before me, a Notary Public, this ____ day of _____, 20___.

_____

Notary Public
My Commission Expires:

_____

Attachment D

Contractor's Response to Request for Qualifications Solicitation #3649

PHASE 2 - QUALIFICATIONS

KNOX COUNTY

Construction Engineering Inspection (CEI) Advanced Traffic Management System (ATMS) Phase 2 Project

May 15, 2025





Solicitation Number 3649

State Project Number: 47LPLM-F3-178
Federal Project Number: CM-4700(64)
Project Pin: 128833.00

KNOX COUNTY TENNESSEE

CDM Smith
listen. think. deliver.

CDM Smith
1100 Marion Street, Suite 300 | Knoxville, TN 37921
Phone: (865) 963-4300

Part I. Signed Letter Authorizing Submission of Qualifications

May 15, 2025

Mr. Brian Hubbs
Knox County Procurement
1000 N. Central St. Suite 100
Knoxville, TN 37917

Subject: Knox County Solicitation No. 3649
Shortlist for CEI Services for the Advanced Traffic Management System (ATMS) Phase 2 Project

Dear Mr. Hubbs and members of the Selection Committee:

We are excited to be shortlisted for Knox County's second phase requesting proposals for Construction Engineering Inspection (CEI) services for the Advanced Traffic Management System (ATMS) Phase 2 project. This qualifications package includes information about the credentials of our firm and the individuals who will have key project assignments. CDM Smith offers the following benefits:

- ✓ **CDM Smith has served as prime CEI consultant for recent ATMS projects in our region, including construction of the Knox County ATMS Phase 1 project; the Sevier County Tourist Corridor Phase 1 ATMS project; the Maryville-Alcoa Phase 1 ATMS project; and the Sevier County EDA Smart Signal Upgrade project.** The same team members who provided CEI services for these signal projects are proposed to lead the Knox County ATMS Phase 2 project.
- ✓ **CDM Smith has proven success in completing CEI projects under TDOT's Locally Managed Program.** In fact, we have been under continuous direct contract with TDOT for one or more projects since the 1960's. We maintain unlimited prequalification status with the department, and our graded performance on TDOT projects is outstanding. In addition to the ATMS projects listed above, we have substantial experience with TDOT locally managed traffic signal projects in Knoxville, Knox County, Gatlinburg, Bristol, Greeneville, Memphis, and many other Tennessee communities.
- ✓ **Staff from CDM Smith's Knoxville office will oversee the project, giving us easy access to the project site and key County personnel.** Our local team includes a highly qualified CEI project manager, field inspectors, and records manager – as well as a team of seasoned traffic engineers to assist on an as-needed basis. If specialty expertise is needed, CDM Smith's national signal systems and communications experts will also be available to assist on this project.

We appreciate your consideration and look forward to the opportunity to again be of service to Knox County. If you have any questions regarding our submittal or require additional information, please feel free to contact me by phone at (865) 963-4342 or email at MizeRJ@CDMSmith.com.

Sincerely,
CDM Smith Inc.



Jeff Mize, PE | Vice President

Certification Statement

- I acknowledge and accept the terms and conditions stated in the Request for Qualificaitons document.

Jeff Mize, PE
CDM Smith Inc.

CDM Smith Primary Contact



Jeff Mize, PE
Vice President

Address: 1100 Marion St, Suite 300
Knoxville, Tennessee 37921

Office: 865-963-4342

Cell: 865-617-3794

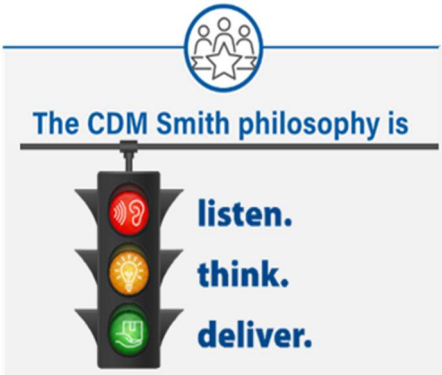
Email: MizeRJ@CDMSmith.com

CDM Smith Information

Knox County Vendor Number: 73201

Copy of Knox County Business License: (N/A)

Federal Tax Identification Number (EIN):
04-2473650



We listen to each client with a solution-driven attitude, tap the best minds to apply ingenuity and advanced technologies, and create lasting solutions to exceed your expectations.

Copies of All Licenses, Permits, and Professional Certifications for Company and Employees

CDM Smith is prequalified with unlimited status with TDOT to provide a variety of engineering and CEI services. With Knoxville as an anchor and one of the firm's major design centers, our client base has expanded to include local government agencies across the state with our expansion and physical presence in Nashville and Chattanooga. CDM Smith also has an unmatched catalog of projects developed under TDOT's Locally Managed guidelines. Through our hard work, dedication, and solid employee base, we have earned a reputation as a premier transportation engineering firm in the area—a reputation we are very proud to continue.

CDM Smith - TDOT Prequalification Form

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
DESIGN DIVISION
SUITE 1200, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2221

BUTCH ELEY
DEPUTY GOVERNOR
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

March 21, 2023

Mr. Jeff Mize
CDM Smith Inc.
1410 Anywhere Road, Suite 100
Nashville, TN 37243

Subject: Evaluation of Consultant Pre-qualification Form
(DT-0330 Revised 08/09)

Dear Mr. Mize:

The Department has completed an evaluation of your firm's Consultant Pre-Qualification Form DT-0330 received on March 10, 2023. You are hereby informed that your firm shall be considered as having **Unlimited Qualification** for the following disciplines for a three-year period beginning **March 16, 2023**:

Administrative
Architect
Biologist
CADD Technician
Civil Engineer
Communications Engineer
Computer Programmer
Construction Inspector
Construction Manager
Cost Engineer / Estimator
Environmental Engineer
Environmental Scientist
Foundation/Geotechnical Engineer
GIS Specialist
Geologist
Hydraulic Engineer
Hydrologist
Land Surveyor
Planner: Urban / Regional
Scheduler
Soils Engineer
Specifications Writer
Structural Engineer
Technician / Analyst
Transportation Engineer

Your firm has requested experience code U03 Utilities: Subsurface Utility Engineering (SUE) and/or experience code U04 Utilities Design/Coordination/Inspection: Electrical Power; Communications; Gas/Oil; Water; Sewer/Sanitary Systems (Distribution/Transmission). The request for more information for these codes will come in a separate e-mail from our Right of Way Office.

Please be advised that consulting firms desiring to contract with TDOT must assume full responsibility for renewing their pre-qualification status via the DT-0330 Part 1 Form.

Thank you for keeping the information regarding the qualification of your firm current with us. Should you have any questions in this regard, please contact this office.

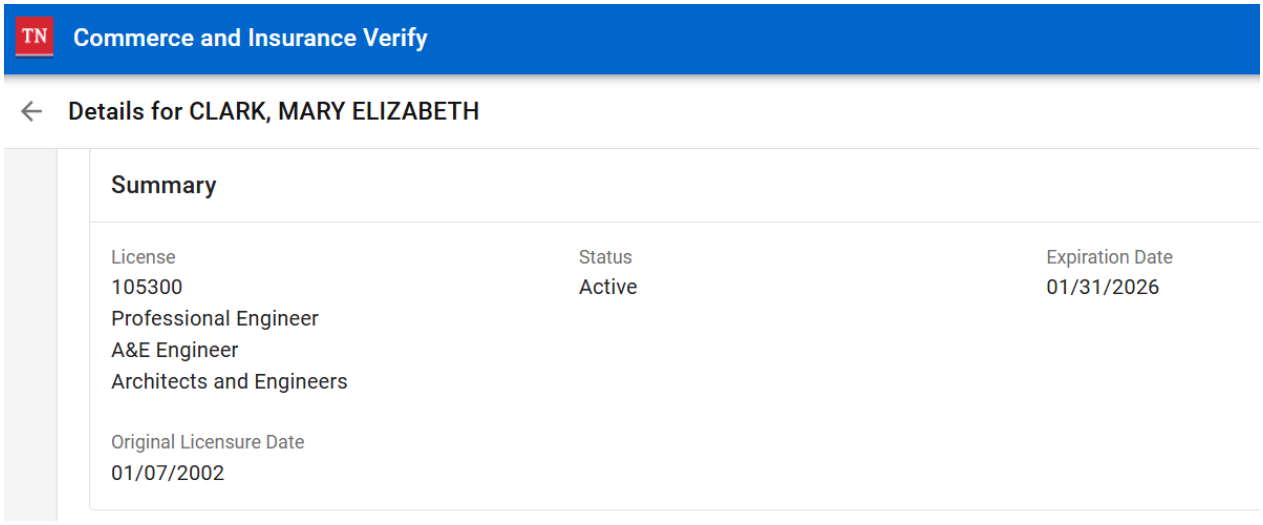
Sincerely,

for Jennifer Lloyd, P.E.
Civil Engineering Director
Roadway Design Division

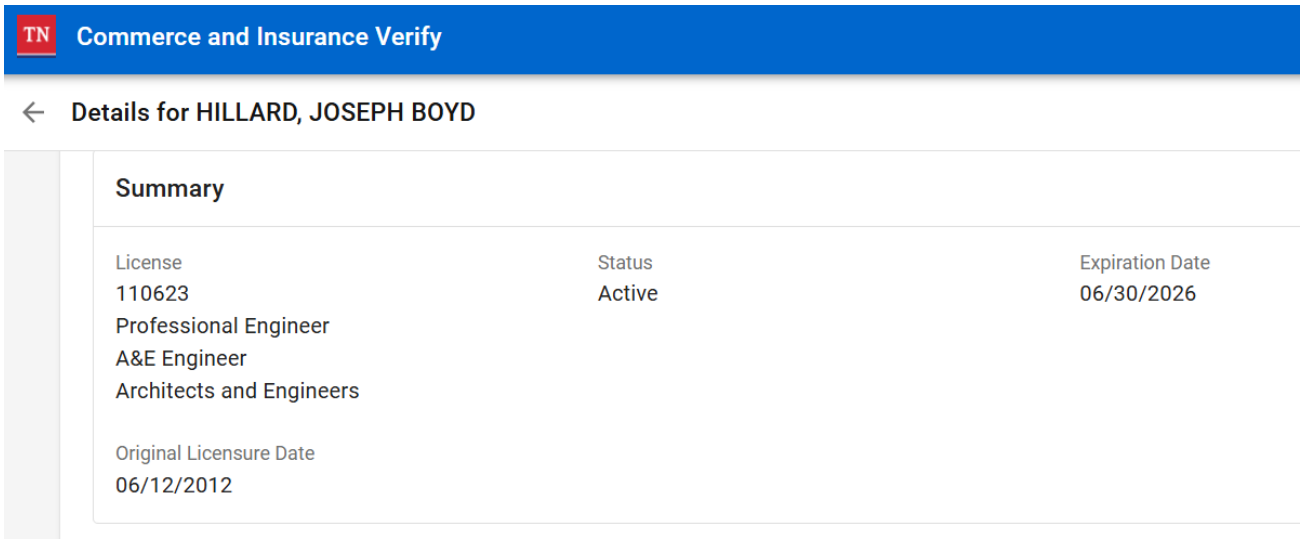
JL/CS

cc: Monica Comer Ben Gresson Hannah Guest

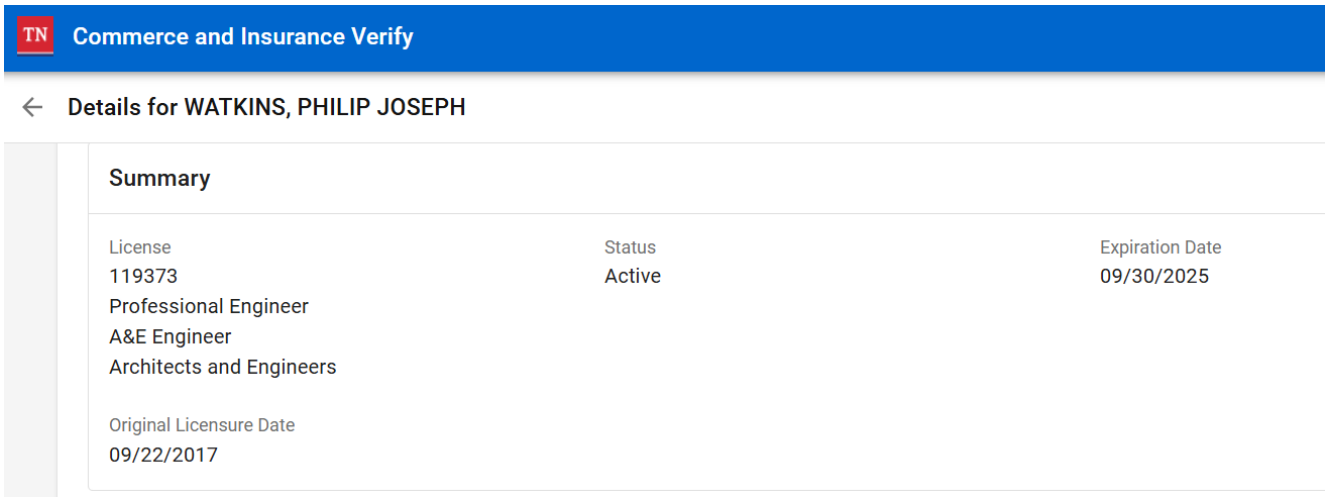
Mary Beth (Clark) Masi, PE – Professional Engineer License Verification



Joe Hillard, PE – Professional Engineer License Verification



Phil Watkins, PE – Professional Engineer License Verification



TDOT Local Programs CEI Certification



TN TDOT Department of Transportation

TENNESSEE DEPARTMENT OF TRANSPORTATION

PROGRAM DEVELOPMENT DIVISION

This is to certify that

Mary Beth Masi

has successfully completed a two-day workshop on
Chapter 8 (Preconstruction and Construction Procedures) of the Local Government Guidelines for the Management of Federal and State Funded Transportation Projects
TDOT Region 1 on July 26-27, 2023

Kimery Grant
TDOT Program Development Division

David Donoho, P.E.
Presenter, Smith Seckman Reid

For the Tennessee Department of Transportation
This certificate entitles the recipient to 10 Professional Development Hours



TN TDOT Department of Transportation

TENNESSEE DEPARTMENT OF TRANSPORTATION

PROGRAM DEVELOPMENT DIVISION

This is to certify that

Scott Garniss

has successfully completed a two-day workshop on
Chapter 8 (Preconstruction and Construction Procedures) of the Local Government Guidelines for the Management of Federal and State Funded Transportation Projects
TDOT Region 3 on February 1-2, 2023

Kimery Grant
TDOT Program Development Division

David Donoho, P.E.
Presenter, Smith Seckman Reid

For the Tennessee Department of Transportation
This certificate entitles the recipient to 10 Professional Development Hours

Years in Business and Performing CEI Services

CDM Smith was incorporated in 2011 through the merger of two long established engineering firms, CDM Inc. and Wilbur Smith Associates (WSA). The firm is now a major worldwide transportation, water, environmental, energy and facilities consulting firm offering a wide array of planning, engineering and construction phase services. With a total staff of over 6,000 employees worldwide, including over 120 in Tennessee, CDM Smith has the breadth of knowledge and depth of quality individuals to deliver this Knox County project as we have on all of our past assignments.

For CDM Smith, construction engineering & inspection (CEI) services make a sizable portion of our firm's business. For nearly three decades, our firm has continually invested in the required resources and staff to provide CEI services to support our client's through the lifecycle of each project

Office Locations in Tennessee

CDM Smith's Tennessee transportation practice was established in Knoxville in the 1960's, initially to serve the Tennessee Department of Transportation (TDOT). CDM Smith has been providing engineering services under continuous contract with TDOT during the decades since and is pre-qualified with unlimited status to provide a variety of services for the Department. Our firm holds active TDOT on-call contracts in CEI, roadway design, survey, multimodal design, multimodal technical studies, planning, bridge repair & rehabilitation design, and bridge load rating. Today, our firm maintains an office in Knoxville, Nashville, and Chattanooga to serve the Tennessee area. CDM Smith, Inc. is licensed (license number 6582) by the Tennessee Board of Architectural and Engineering Examiners to provide engineering services within the state.

In addition to 56 years of work directly for TDOT, CDM Smith has assembled an impressive resume of projects for local government clients, including: Knox County, Knoxville, Alcoa, Maryville, Blount County, Sevierville, Pigeon Forge, Gatlinburg, Bristol, Kingsport, Morristown, Etowah, Lenoir City, Cleveland, Chattanooga, Franklin, Nashville, Spring Hill, and Memphis. Having completed CEI projects for local governments and TDOT for several decades, CDM Smith is very familiar with the standards and policies required for TDOT Locally Managed projects, thereby allowing us to efficiently deliver the Knox County ATMS Phase 2 CEI project. Through hard work, dedication, and a great, stable employee base, CDM Smith is proud to have earned a reputation as a premier transportation engineering firm in the area.

Company Structure

CDM Smith is an employee-owned corporation. No single individual shareholder owns more than two percent of the company stock, and the firm operates as a corporation.

Construction Engineering & Inspection Services

CDM Smith has been providing CEI services in Tennessee for nearly 30 years. We have a proven track record of delivering exceptional client service, quality results, and enduring value across the project lifecycle. In addition to our staff of experienced, construction inspectors, CDM Smith features unmatched project support services to include:

- **Professional staff providing comprehensive schedule management services** such as schedule development, schedule analysis, construction claims analysis and dispute resolution.
- **In-house survey capabilities for assistance with CEI services** from initial verification and monitoring of project control points to construction survey and quantity verification.
- **FAA licensed, seasoned drone pilots to provide aerial digital project documentation** of construction progress and real-time analysis using state of the art drone technology.

Additional Construction Support Services

Project Management

- Contract Administration
- Contractor Labor Compliance
- Federal Regulations Review
- TDOT Local Programs Compliance
- CPM Schedule Review

Construction Engineering, Inspection & Testing

- TDOT Certified Inspection Staff
- IMSA Certified Inspectors for Signal & Fiber Optic Installation
- Experienced Staff for ADA Inspections
- Construction Site Safety Reviews
- Traffic Control Review
- Erosion Control Inspection and Compliance
- Utility Coordination and Inspection
- Construction Verification Surveys
- Final Inspections

Project Documentation

- Proficiency in TDOT's SiteManager, eGrants, and ProjectWise
- Contractor Pay Requests
- Environmental Compliance, Monitoring, and Documentation
- DBE Compliance
- Change Order Review and Recommendation
- Photographic and Drone Documentation
- Project Closeout

Project Support Services

- Public Relations and Informational Meetings
- Claims Analysis and Mitigation
- Constructability and Plan Reviews
- Quantity Takeoffs and Cost Estimation
- Project Website Development and Maintenance

CDM Smith's Knoxville CEI team is thoughtful about the specialized training and expertise that we provide our project managers and inspectors. We have four field inspectors with IMSA Traffic Signal Level 1 certifications, and one inspector with IMSA Fiber Optic certification. Our CEI managers and lead inspectors have obtained TDOT's required specialty certification for CEI consultants on Locally Managed Projects. The staffing chart below shows the licensed professionals for this project along with support personnel and roles.

Team Member / Task	Total Years of Experience	Years with CDM Smith	Professional Engineer (P.E.)	Certified Construction Manager (CCM)	Cert. Professional -Erosion & Sediment Ctrl (CPESC)	Qualified Hydrologic Professional (TN-QHP)	USDOT FAA Remote Drone Pilot	TDOT Local Programs CEI Certification	TDOT Local Programs eGrants Part 1 & 2	Traffic Signal Technician Level 1 (IMSA)	Traffic Signal Inspector (IMSA)	Certified Fiber Optic Technician (IMSA/FOA)	Work Zone Temporary Traffic Control (IMSA)	Work Zone Traffic Control / Flagging	10 HR OSHA Construction Safety	TDEC Level 1	TDEC Level 2	Guardrail Installation Training	Safety Nuclear Gauge Certification	TDOT HMA Certified Roadway Inspector	TDOT Asphalt Plant Technician	TDOT Concrete Field Technician	TDOT Soils & Aggregate Technician	TDOT Hazardous Materials Technician	TDOT Site Manager
Project / Construction Managers																									
Joe Hillard, PE, CCM	33	19	X	X				X						X	X	X	X		X	X			X		X
Mary Beth Masi, PE	30	30	X					X	X					X	X	X	X			X			X		X
Phil Watkins, PE	13	1	X												X	X	X	X	X	X	X	X	X	X	X
Construction Inspectors																									
Scott Garniss	33	18					X	X		X	X	X		X	X	X		X	X	X		X	X	X	X
Bill Levinsky	31	19								X			X	X	X	X		X	X	X		X	X	X	X
Steve Kirsch	28	18								X			X	X	X	X		X		X	X	X	X	X	X
Josh Ogden	7	2								X	X			X	X	X		X	X	X	X	X	X	X	X
Will Carroll, CPESC, TN-HQP	22	19			X	X								X	X	X	X	X		X		X	X		X

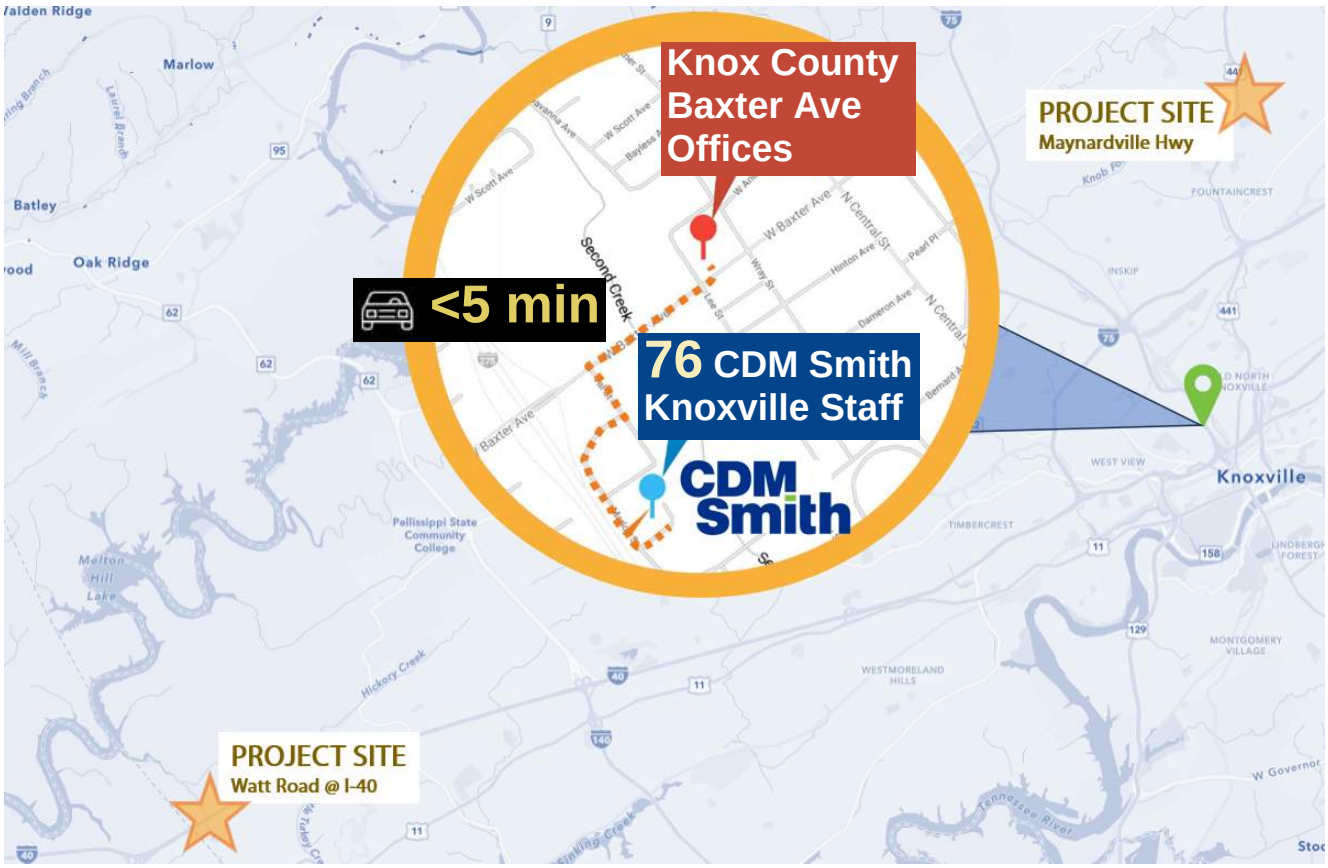


Capabilities and Resources of CDM Smith

CDM Smith's Knoxville office will have responsibility for project delivery. All key staff members are located in Knoxville for easy access to the project site and within minutes of Knox County's office for consultation. The project director and project manager will be responsible for monitoring workflow and assignment of personnel to ensure schedules and commitments are met during construction of this project.

Ability and Proximity to Meet with County Staff and Conduct Site Visits

CDM Smith's Knoxville office is located less than 3 blocks from the County's Baxter Avenue office. Our project manager and key staff will be readily available to meet with County personnel or conduct site visits to either project site as needed.



Part IV. Key Personnel Assigned to the Project

CDM Smith offers the capacity of a large, well-established consulting firm, but most importantly, personal and responsive local service from our Knoxville-based staff. We have assigned the following key staff who are available to begin work on the project immediately.

KNOX COUNTY TENNESSEE

Project Director
Joe Hillard, PE, CCM

Project Manager
Mary Beth Masi, PE

CONSTRUCTION INSPECTION STAFF

Phil Watkins, PE
RESIDENT ENGINEER / SENIOR FIELD INSPECTOR

Scott Garniss
SENIOR FIELD INSPECTOR

Bill Levinsky
SENIOR FIELD INSPECTOR

Steve Kirsch
FIELD INSPECTOR

Joshua Ogden
FIELD INSPECTOR

Will Carroll, CPESC, TN-QHP
EPSC INSPECTOR

SYSTEMS ENGINEERING SUPPORT

John Gould, PE
SENIOR TRAFFIC ENGINEER (LOCAL)

Kevin Cole, PE
SENIOR TRAFFIC ENGINEER (LOCAL)

Jim MacKay, PE
NATIONAL EXPERT

Jessie Carroll, PE, PTOE
NATIONAL EXPERT

We have successfully completed each project listed in this proposal as a cohesive team. These same team members have been selected once again to work closely with Knox County staff throughout the process of this ATMS Phase 2 CEI inspection project. Resumes are included on the following pages.

CDM Smith proposes a fully-responsive inspection team featuring local inspectors and engineers supported by national systems experts to guide Knox County for this important ATMS Phase 2 CEI inspection project!

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HillardJB@CDMSmith.com

Joe Hillard, PE, CCM

CEI Project Director



Mr. Hillard began his career in 1991. He joined CDM Smith in 2006 as a senior inspector and now serves as a CEI project engineer and project manager. His major duties include management and oversight of CEI activities for roadway and bridge construction projects. He maintains active certifications as required for TDOT CEI inspection, including TDOT's Local Government Program Development for CEI Consultants.

CEI Project Director; Knox County Public Works On-call CEI Services, 2022 - present Resurfacing Program, Knox County, TN. Joe is serving as CEI project director for on-call services with Knox County's Public Works Division to provide inspectors for resurfacing of multiple county streets over two separate paving seasons. Work has included inspection services for milling, paving, placing pavement markings, and traffic control.

CEI Project Director, EDA Smart Signal Upgrade Project, Sevier County, TN. Joe is serving as CEI project director for this project to upgrade the detection, cabinets, controllers, and ADA for 55 signals throughout Sevier County and in the local jurisdictions of Sevierville, Pigeon Forge, and Gatlinburg. Construction is currently underway.

CEI Project Manager, Sevier County CMAQ – Intersection Improvement project; Sevier County, TN. Joe served as CEI project manager for this locally managed project under contract with Sevierville and Pigeon Forge. The job includes signal and ADA upgrades for nearly 60 intersections along the heavily traveled tourist corridors in Sevier County. Construction was completed in 2021.

CEI Project Supervisor, University Commons, Knoxville, TN. Joe served as resident engineer for this project to ensure TDOT specifications and standards were followed during construction. This project consisted of the construction of a new four span 366 foot bridge to connect the site to an existing TDOT bridge (Joe Johnson Drive), construction of two traffic signals, and coordination of a four signal system on UT's Agriculture campus.

CEI Project Director, Parkway / Henderson Chapel Road Improvements, (Pigeon Forge, TN). Joe served as CEI project director for this project to add turn lanes and replace the existing span wire signal with a mast arm configuration at the intersection of Parkway and Henderson Chapel Road in downtown Pigeon Forge. The signal replacement included new GridSmart 360 detection and full ADA upgrades for the ramps and pedestrian signals.

CEI Resident Engineer, SR-73 (Wears Valley Road) / Parkway Resurfacing (Pigeon Forge, TN). Joe served as CEI resident engineer for this TDOT locally managed project for the City of Pigeon Forge. The scope included replacing the existing asphalt pavement for the SR-73 approach to the intersection with fast track concrete to alleviate long term maintenance problems with pavement rutting. The job also replaced the existing traffic signal pavement loops with camera detection and upgraded the pedestrian ramps to current ADA standards. Construction was completed in 2020.

CEI Project Director and Resident Engineer, TDOT Region 1 On-call CEI Services, Multiple Counties. Joe has served as CEI project director and/or resident engineer for more than 50 assignments under multiple cycles of the TDOT Region I CEI on-call contract. CDM Smith has provided CEI services in 11 different counties for five different TDOT construction units. These projects have allowed CDM Smith to demonstrate depth of experienced construction professionals and a range of project skills – from inspections and analyses to project closeout.

Education

B.S. - Civil Engineering, University of Tennessee, 2005

A.S. - Civil Engineering, Pellissippi State Technological Community College, 1999

Registration

Professional Engineer: Tennessee, #110623 (2012)

Certified Construction Manager (CCM) (2020)

Certifications

TDOT Local Programs for CEI Consultants

TDOT Site Manager

10 hour OSHA Construction Safety

TDEC EPSC, Level 1

TDEC EPSC. Level 2

Work Zone Traffic Control/Flagging;

ACI Concrete Field Technician Grade 1

Years of Experience

Total Years: 33

CDM Smith: 19

CDM Smith

Mary Elizabeth (Mary Beth) Masi, PE

CEI Project Manager / Records Manager

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MasiMB@CDMSmith.com



Ms. Masi began her career in 1994 and now serves as a construction engineering inspection records manager, correlating data, checking materials quantities, maintaining records, overseeing schedules, and participating in team meetings and planning sessions

CEI Project Manager & Records Manager; Knox County ATMS Phase 1; Knox County, TN. Mary Beth served as CEI project manager and records manager for this Knox County project that improved 15 intersections along two busy corridors. Construction involved interconnecting 10 signals along Maynardville Pike and interconnecting 5 signals along N. Cedar Bluff Road. All intersections included ADA signal and ramp modifications, phasing changes, pavement marking upgrades, signal head replacement, signage, and testing and integrating new signal software.

CEI Project Manager & Records Manager; EDA Smart Signal Upgrade Project, Sevier County, TN. Mary Beth is serving as CEI project manager and records manager for this project to upgrade the detection, cabinets, controllers, and ADA for 55 signals throughout Sevier County and in the local jurisdictions of Sevierville, Pigeon Forge, and Gatlinburg. Construction is underway.

CEI Records Manager, Sevier County CMAQ – Regional Signal Improvement project; Sevier County, TN. Mary Beth served as CEI records manager for this locally managed project under contract with Sevierville. The project included traffic signal and ADA upgrades for nearly 60 intersections along the heavily traveled corridors in Sevierville & Pigeon Forge. Construction was completed in 2021.

CEI Project Manager & Records Manager, US-321 (E. Parkway) Multimodal Improvements, Gatlinburg. Mary Beth served as CEI project manager and records manager for this TDOT locally managed project, funded through TDOT's multi-modal grant program. The scope of this project improved safety at five existing midblock pedestrian crosswalks by adding LED crosswalk signage and ADA ramps. The project also added a new crosswalk with sidewalk and streetscape elements at Rocky Top Sports World Boulevard on US-321. This project will construct a new large trolley stop on the campus of the popular Rocky Top Sports World attraction. Construction was completed in 2021.

CEI Records Manager, University Commons, Knoxville, TN. Mary Beth served as records manager for this project located near UT campus. This project consisted of construction of a new four span bridge to connect the site to an existing TDOT bridge (Joe Johnson Drive), construction of a new signal on the bridge at the intersection the development road and Joe Johnson Drive, and interconnect for four signals.

CEI Records Manager, Parkway / Henderson Chapel Road Signal Replacement, Pigeon Forge. Mary Beth served as records manager on this project to add turn lanes and replace the existing span wire signal with a mast arm configuration at the intersection of Parkway and Henderson Chapel Road in downtown Pigeon Forge. The signal replacement included new GridSmart 360 detection and full ADA upgrades for the ramps and pedestrian signals. Careful coordination was required with the local utility companies during construction of the foundations for the traffic signal mast arm poles.

CEI Resident Engineer & Records Manager, Marconi Boulevard and Duck Pond Greenway Phase 2 CEI, Alcoa, TN. Mary Beth served as CEI resident engineer and records manager for this locally managed road and greenway project for the City of Alcoa.

Education

B.S. - Civil Engineering, University of Central Florida, 1996

Registration

Professional Engineer:

Tennessee, #105300 (2002)

Erosion Prevention and Sediment Control Level I:

Tennessee, #121292 (2010)

Training

Project Management Training, CDM Smith, 2000

Asphalt Pavement Design, University of Tennessee Center for Transportation Research, 2003

Context Sensitive Design, CDM Smith, 2003

Design of At-Grade Intersections, University of Tennessee Center for Transportation Research, 2004

Construction Safety and Health, OSHA 10 hour course

TDOT SiteManager for Office and Inspectors

TDOT Local Programs for CEI Consultants

Years of Experience

Total: 30

CDM Smith: 30

Phil Watkins, PE

CEI Senior Inspector / Resident Engineer

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WatkinsPJ@cdmsmith.com



Phil has 13 years of experience and is a CEI project manager and senior inspector, having joined CDM Smith's Knoxville CEI team in 2024. He has extensive experience on DOT and municipal roadway and traffic signal projects. Prior to joining CDM Smith, Phil worked for six years with a roadway contractor and then worked for seven years with TDOT, including serving as a TDOT Construction District Maintenance Supervisor.

CEI Resident Engineer, EDA Smart Signal Upgrade Project, Sevier County, TN. CDM Smith has served as an on-call transportation consultant for the municipalities in Sevier County for over 30 years. CDM Smith worked with these four communities to develop a successful ARPA grant that will upgrade the traffic signal technology for 55 intersections. Phil is serving as CEI resident engineer and senior inspector for the construction phase of this county-wide signal upgrade project. This project will upgrade the detection, cabinets, controllers, and ADA for 55 signals throughout the county and in the local jurisdictions of Sevierville, Pigeon Forge, and Gatlinburg. Construction is currently underway.

CEI Resident Engineer, Sevier County Road Inventory Project; TDOT Long Range Planning, Sevier County. Phil served as CEI resident engineer and senior inspector for this county-wide road inventory project. The team completed a field inventory and built a GIS database for pavement, pavement markings, culverts, and signs on all of Sevier County's road system which includes nearly 1000 miles.

CEI Resident Engineer, Anderson County Road Inventory Project; TDOT Long Range Planning, Sevier County. Phil served as CEI resident engineer and senior inspector for this county-wide road inventory project. The team completed a field inventory and built a GIS database for pavement, pavement markings, culverts, signs, and guardrail on all of Anderson County's road system which includes nearly 500 miles.

CEI Senior Inspector; Westside Connector, Phase 4A; Pigeon Forge, Tennessee. Phil is CEI senior inspector for this City of Pigeon Forge roadway project. The scope involves widening existing Florence Drive to provide an improved route for local traffic and pedestrians that is parallel the main Parkway. The project adds curb, gutter, and sidewalks on both sides of the road for the entire project length, along with turn lanes at several critical intersections. Construction is underway.

CEI Resident Engineer, Sevier Avenue Streetscapes CEI; Knoxville, Tennessee. Phil is CEI resident engineer and senior inspector for this City of Knoxville project that is being delivered through TDOT's locally managed program. The project is located in south Knoxville and includes construction of new curb, gutter, and wide ADA compliant sidewalks; construction of a new roundabout intersection; rebuilding a railroad crossing; new streetlights and traffic signals; and upgraded utilities with relocation of unsightly overhead utility lines to underground. Construction is underway.

CEI Senior Inspector, Carpenters Grade Road Improvement CEI; Maryville, Tennessee. Phil is CEI senior inspector for this City of Maryville roadway project that is being delivered through TDOT's locally managed program. This one-mile project includes lane widening; new curb, gutter, and storm drainage; construction of a new sidewalk; and utility relocations for water, electric, gas and communications lines. Construction is currently underway.

Education

B.S. - Civil Engineering, University of Tennessee

M.S. – Civil Engineering, University of Tennessee

Registration

Professional Engineer: Tennessee, # 119373

Certifications

10 hour OSHA Construction Safety;

TDEC EPSC Level 1;

TDOT HMA Roadway Inspector;

TDOT Soils & Aggregate Technician;

Work Zone Traffic Control/Flagging;

ACI Concrete Field Technician Grade 1;

Years of Experience

Total Years: 13

CDM Smith: 1

Scott Garniss

CEI Senior Inspector

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GarnissSC@cdmsmith.com



Scott has 33 years of experience and is a senior inspector for CDM Smith. He has extensive experience on DOT and municipal roadway and traffic signal projects. Scott has served as an inspector and senior inspector with duties including sampling, testing, and inspection of signal foundations; inspection of utilities and interconnect; inspection of traffic signal and cabinet installation; inspection of ADA components, and documentation and project closeout. Scott is IMSA certified as a traffic signal inspector, traffic signal technician, and fiber optic technician.

CEI Senior Inspector; Knox County ATMS Phase 1; Knox County, TN. Scott served as senior CEI construction inspector for this Knox County project that improved 15 intersections along two busy corridors. Construction involved interconnecting 10 signals along Maynardville Pike and interconnecting 5 signals along N. Cedar Bluff Road. All intersections included ADA signal and ramp modifications, phasing changes, pavement marking upgrades, signal head replacement, signage, and testing and integrating new signal software.

CEI Senior Inspector, Sevier County CMAQ – Regional Signal Improvement project, (Sevier County, TN). Scott served as senior CEI inspector for this locally managed project under contract with Sevierville. The project included signal and ADA upgrades for nearly 60 intersections along the heavily traveled corridors in Sevierville & Pigeon Forge.

CEI Senior Inspector, EDA Smart Signal Upgrade Project, Sevier County, TN. Scott is serving as senior CEI inspector for this project to upgrade the detection, cabinets, controllers, and ADA for 55 signals throughout Sevier County and in the local jurisdictions of Sevierville, Pigeon Forge, and Gatlinburg. Construction is currently underway.

CEI Senior Inspector, Parkway / Henderson Chapel Road Improvements, (Pigeon Forge, TN). Scott served as senior inspector on this project to add turn lanes and replace the existing span wire signal with a mast arm configuration at the intersection of Parkway and Henderson Chapel Road in downtown Pigeon Forge. The signal replacement included new GridSmart 360 detection and full ADA upgrades for the ramps and pedestrian signals.

CEI Senior Inspector, River Road / Parkway (US-321) Intersection & Parkway (US-441)/ East Parkway (US-321) Intersection, (Gatlinburg, TN). Scott served as senior inspector for this city road and signal improvement project. The new road included several features to increase safety for traffic and pedestrians, including one-way traffic circulation, new signalized pedestrian crossings, and new sidewalk connections. The project also included fiberoptic interconnect and a new master signal controller for the two intersections. The new design provided a much safer system for the heavy volume of pedestrians between the Gatlinburg Ripley's Aquarium and Mountain Mall, and near the Old Red and Anakeesta developments. CDM Smith provided design and construction engineering and inspection (CEI) services. Construction was completed in 2020.

CEI Senior Inspector, Jake Thomas Road / Veterans Blvd (SR-449) Intersection, (Pigeon Forge, TN). Scott served as senior inspector on this City of Pigeon Forge project. Work included construction of a new mast arm traffic signal with Gridsmart 360 detection, turn lanes with curb and gutter and sidewalks on each side of the road, installation of a closed drainage system, and construction of concrete medians. The project also included coordination and inspection services for the relocation of utility lines.

Certifications

10 hour OSHA Construction Safety;

TDEC EPSC Level 1;

TDOT HMA Roadway Inspector;

TDOT Soils & Aggregate Technician;

Work Zone Traffic Control/Flagging;

ACI Concrete Field Technician Grade 1;

FAA UAS Licensed Drone-pilot;

TDOT Local Government Program Development for CEI Consultants

IMSA Traffic Signal Inspector;

IMSA Traffic Signal Technician Level 1;

IMSA Certified Fiber Optic Technician;

Years of Experience

Total Years: 33

CDM Smith: 18

Bill Levinsky

CEI Senior Inspector

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P: (865) 963-4300

LevinskyWJ@CDMSmith.com



Bill has 31 years of experience and is a senior inspector for CDM Smith. He has extensive experience on DOT and local municipal roadway and bridge projects and maintains a number of TDOT certifications for CEI inspection, Bill is IMSA certified as a traffic signal inspector.

CEI Senior Construction Inspector; Knox County ATMS Phase 1; Knox County, TN. Bill served as senior inspector for this Knox County project that improved 15 intersections along two busy corridors. Construction involved interconnecting 10 signals along Maynardville Pike and interconnecting 5 signals along N. Cedar Bluff Road. All intersections included ADA pedestrian and ramp modifications, phasing changes, pavement marking upgrades, signal head replacement, signage, and testing and integrating new signal software.

CEI Senior Inspector, Sevier County CMAQ – Regional Signal Improvement project; Sevier County, TN. Bill served as senior inspector for this locally managed project under contract with Sevierville. The project included traffic signal and ADA upgrades for nearly 60 intersections along the heavily traveled corridors in Sevierville & Pigeon Forge. Intersection upgrades included a combination of traffic signal camera detection, controllers, cabinets, ADA pushbuttons, pedestrian signals, and curb ramps at the various intersections. Construction was completed in 2021.

CEI Senior Inspector, River Road / Parkway (US-321) Intersection & Parkway (US-441)/ East Parkway (US-321) Intersection, Gatlinburg, TN. Bill served as senior inspector for this City of Gatlinburg roadway and signal improvement project. The new road included several features to increase safety and efficiency for traffic and pedestrians, including one-way traffic circulation, new signalized pedestrian crossings, and new sidewalk connections. The project also included fiberoptic interconnect and a new master signal controller for the two intersections.

CEI Senior Inspector, Jake Thomas Road Extension, Sevier County, TN. Bill oversaw bridge inspection and assisted with roadway inspection for the CEI phase of this project that was contracted under a TDOT Region 1 on-call assignment. The job consisted of new road construction on new alignment in mountainous terrain. The project included a new bridge over Ridge Road and a new bridge over Middle Creek. The design was completed under contract with Pigeon Forge, and the construction phase was managed by TDOT for this new state route between downtown Pigeon Forge and the Dollywood theme parks.

CEI Senior Inspector, Parkway / Henderson Chapel Road Improvements, (Pigeon Forge, TN). Bill served as senior inspector on this project to add turn lanes and replace the existing span wire signal with a mast arm configuration at the intersection of Parkway and Henderson Chapel Road in downtown Pigeon Forge. The signal replacement included new GridSmart 360 detection and full ADA upgrades for the ramps and pedestrian signals.

CEI Senior Inspector, SR-73 (Wears Valley Road) / Parkway Resurfacing (Pigeon Forge, TN). Bill served as senior inspector for this TDOT locally managed project for the City of Pigeon Forge. The scope included replacing existing asphalt pavement for the SR-73 approach to the intersection with fast track concrete to alleviate pavement rutting. The job also replaced the existing traffic signal pavement loops with camera detection and upgraded the pedestrian ramps to current ADA standards.

Certifications

IMSA Traffic Signal Inspector Level 1

10 hour OSHA Construction Safety

TDEC EPSC Level 1

TDOT HMA Roadway Inspector;

Radiation Safety;

TDOT Soils & Aggregate Technician;

Work Zone Traffic Control/Flagging;

ACI Concrete Field Technician Grade 1;

TDOT Training – SiteManager for Inspectors

Years of Experience

Total Years: 31
CDM Smith: 19

CDM Smith

Steve Kirsch

CEI Field Inspector

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KirschSA@CDMSmith.com



Mr. Kirsch has 28 years of experience and is a senior construction CEI field inspector for CDM Smith's Knoxville office. He maintains numerous active certifications for field inispection as required by TDOT, and his project experience includes a wide variety of TDOT and TDOT Locally Managed road, bridge, and signal projects. Steve is IMSA certified as a traffic signal inspector.

CEI Construction Inspector; Knox County ATMS Phase 1; Knox County, TN. Steve served as CEI construction field inspector for this Knox County project that improved 15 intersections along two busy corridors. Construction involved interconnecting 10 signals along Maynardville Pike and interconnecting 5 signals along N. Cedar Bluff Road. All intersections included ADA pedestrian and ramp modifications, phasing changes, pavement marking upgrades, signal head replacement, signage, and testing and integrating new signal software.

CEI Construction Inspector; Sevier County CMAQ – Regional Signal Improvement project; Sevier County, TN. Steve served as CEI construction field inspector for this locally managed project under contract with Sevierville. The project includes signal and ADA upgrades for nearly 60 intersections along the heavily traveled tourist corridors in Sevierville and Pigeon Forge.

CEI Senior Inspector, SR-73 (Wears Valley Road) / Parkway Resurfacing (Pigeon Forge, TN). Steve served as senior inspector for this TDOT locally managed project for the City of Pigeon Forge. The scope included replacing existing asphalt pavement for the SR-73 approach to the intersection with fast track concrete to alleviate pavement rutting and long term maintenance problems. The job also replaced the existing traffic signal pavement loops with camera detection and upgraded the pedestrian ramps to current ADA standards. Construction was completed in 2021.

CEI Senior Inspector, Marconi Boulevard and Duck Pond Greenway Phase 2 CEI, Alcoa, TN. Steve served as CEI Senior Inspector for this locally managed road and greenway project for the City of Alcoa. The project includes the construction of road on new alignment adjacent to Alcoa High School and the Springbrook Farm development.

CEI Construction Inspector; (Q030) I-640/Broadway Interchange, Knox County. Steve served as a senior inspector on this construction project for TDOT. The I-640 Broadway Interchange reconfiguration project included widening three (3) bridges, construction of one (1) new bridge, construction of ten (10) retaining walls, grading, base stone, concrete paving, lighting, signs and pavement markings. Construction was completed in 2020.

CEI Construction Inspector; (H206) S.R. 33 Drill Shaft & Bridge Construction Engineering and Inspection, Union County. Steve served as senior bridge inspector for the drilled shafts on the project, performed under the TDOT on-call CEI contract. It required drilling six shafts 20 feet below the anticipated bottom and collecting cores to ensure the bridge was footed on solid rock. The on-call team was given additional work orders to provide CEI services for the construction of a welded steel plate girder bridge on SR 33 over the Clinch River, including demolition of the existing bridge, EPSC Inspections, grading, drainage and paving.

Certifications

IMSA Traffic Signal Inspector, Level 1

OSHA 10 Hour Construction Training,

TDEC EPSC Level 1,

TDOT Hot Mix Asphalt Roadway Inspector,

TDOT Asphalt Plant Technician,

TDOT Soils & Aggregate Technician,

TTAP Work Zone Traffic Control/Flagging,

TDOT Guardrail Installation Training,

ACI Concrete Field Technician Grade 1,

TDOT SiteManager for Inspectors

Years of Experience

Total Years: 28

CDM Smith: 18

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Joshua Ogden

CEI Inspector



Joshua has 7 years of experience in constructon inspection. He spent the first five years of his career in Florida working as a QC Inspector, VT Inspector, and CEI Inspector. He joined CDM Smith's Knoxville office in 2023 as a transportation CEI inspector and has obtained a wide range of CEI certifications, including IMSA traffic signal and IMSA signal technician.

CEI Construction Inspector; Knox County ATMS Phase 1; Knox County, TN. Joshua served as CEI construction field inspector for this Knox County project that improved 15 intersections along two busy corridors. Construction involved interconnecting 10 signals along Maynardville Pike and interconnecting 5 signals along N. Cedar Bluff Road. All intersections included ADA pedestrian and ramp modifications, phasing changes, pavement marking upgrades, signal head replacement, signage, and testing and integrating new signal software.

CEI Construction Inspector, EDA Smart Signal Upgrade Project, Sevier County, TN. Joshua is serving as CEI inspector for this project to upgrade the detection, cabinets, controllers, and ADA for 55 signals throughout Sevier County and in the local jurisdictions of Sevierville, Pigeon Forge, and Gatlinburg. Construction is currently underway.

CEI Construction Inspector; Knox County CEI On-Call WO1 – Resurfacing; Knox County Dept of Eng & Pub Works. Joshua served as CEI inspector for Knox County's Fall milling and resurfacing program on various streets located throughout the county.

CEI Construction Inspector; Knox County CEI On-call WO 02 - Schaad Road; Knox County Dept of Eng & Pub Works. Joshua served as CEI inspector for the asphalt operations on Knox County's Schaad Road construction project. This is a new 5-mile-long road is being constructed on new alignment in northwest Knox County.

CEI Construction Inspector; TDOT 2024 Curb Ramp Upgrade Program – Regions 2 & 3; Nashville & Chattanooga, TN. Joshua served as CEI field inspector for curb ramp upgrades as part of TDOT's Region 2 & Region 3 resurfacing program. Joshua performed field inspections for all curb ramps on multiple resurfacing projects in various counties. He worked with the field team to document and inspect each ramp to verify ADA compliance.

CEI Construction Inspector; Gatlinburg Transit Maintenance Building Site; Gatlinburg, TN. Joshua served as CEI inspector for site grading and the installation of storm pipe and catch basins for the new Gatlinburg transit maintenance building site. This project was completed under TDOT local programs guidelines for Cei. Joshua also maintained quantities throughout the duration of the project.

CEI Construction Inspector; TDOT CEI On-Call WO 03; Dandridge, TN. Joshua served as CEI inspector for construction of a new TDOT Maintenance Building in Dandridge. He oversaw the electrical contractors, plumbing contractors, and the construction contractor through various phases.

CEI Construction Inspector; TDOT On-call WO6, Cocke County, TN. Joshua was CEI Inspector for this paving project in Cocke County. He inspected the paving, striping, milling, rumble strip installation, and installation of the snow plowable markers. He also maintained the quantities throughout the duration of the project.

Certifications:

10 Hour OSHA

Nuclear Field Gauge Technician

Safety Refresher Nuclear Certification - Troxler

TDOT Aggregate Technician

TDOT Asphalt Plant Technician

TDOT Concrete Field Technician

TNEPSC Certification

Hot Mix Asphalt Technician

Work Zone Traffic Control

IMSA Traffic Signal Inspector

IMSA Traffic Signal Technician 1

Years of Experience:

Total Years: 7

CDM Smith: 2

Will Carroll, CPESC, QHP

CEI / Erosion Control Inspection

CDM Smith
Knoxville Office
1100 Marion Street, Suite 300
Knoxville, TN 37921
P: (865) 963-4356

CarrollWG@CDMSmith.com



Will Carroll, CPESC, QHP began his career in 1998 as an environmental scientist. He joined CDM Smith's Knoxville office in 2005 and has provided erosion control inspections, wetland delineation, stream identification, endangered species surveys, groundwater monitoring, and Phase I & II environmental assessments for public and private sector clients. He has assisted in permitting and coordination with municipal, state, and federal agencies and has been involved with EPSC inspections and documentation throughout his career. Will maintains CPESC certification and is also a TN Qualified Hydrologic Professional for stream/wet weather conveyance determinations. In addition to EPSC inspections, he stands ready to assist with general CEI inspection as needed.

Erosion Control Inspector, Sevier County CMAQ – Regional Signal Improvement project; Sevier County, TN. Will served as erosion control inspector for this locally managed project under contract with Sevierville. The project included traffic signal and ADA upgrades for nearly 60 intersections along the heavily traveled corridors in Sevierville & Pigeon Forge. Construction was completed in 2021.

Erosion Control Inspector, TDOT Region 1 On-Call CEI (N343) Halls Connector SR33 and SR71 from Afton Dr. to Emory Road, Knox County. As an erosion control inspector, Will conducted and documented on-site inspections for erosion and sediment control twice per week. The project provided CEI services for intersection construction, road improvements, traffic signal construction, bridge construction, and box culvert construction at SR 33 and SR 71 from Afton Drive to Emory Road.

Erosion Control Inspector, TDOT Region 1 On-Call CEI (N282) Harbison's Crossroads SR331 Intersection with SR131, Knox County. As an erosion control inspector, Will conducted and documented on-site EPSC inspections twice per week. The project provided construction services for intersection and roadway improvements of SR 331 and SR131 including box culvert construction and culvert extension.

Erosion Control Inspector, Marconi Boulevard and Duck Pond Greenway Phase 2 CEI, Alcoa, TN. Will served as CEI erosion control inspector for this TDOT locally managed project for the City of Alcoa. The project included the construction of road on new alignment adjacent to Alcoa High School and the Springbrook Farm development.

Erosion Control Inspector, I-640 Interchange at North Broadway (Phase II), Knox County. As an erosion control inspector, Will conducted and documented on-site inspections for erosion and sediment control twice per week. The project provides CEI services for improvement of the I-640 Interchange at Broadway including the construction of two detention basins, a 77-foot culvert along First Creek, an 18-foot culvert extension along Whites Creek, 2,820 feet of streambank stabilization along a tributary of First Creek, interchange ramp construction, and traffic signal construction.

QHP Stream Determination, Erosion Control Inspector; (LP110262.00) I-275 Business Park Access Road, Knox County, TN. Will provided stream determination during the design phase and served as CEI erosion control inspector during construction for this TDOT locally managed project for the City of Knoxville. The project included extending one road on new alignment, improving the alignment of another road, building curb, gutter and sidewalks, utility relocations, and drainage. Project is expected to be completed in Spring of 2022.

Education

B.S. - Plant and Soil Sciences, University of Tennessee, 2003

Certifications

Tennessee Qualified Hydrologic Professional (QHP) for stream/wet weather conveyance determinations: 2019

Rosgen Level I & II Certification for Stream Restoration: 2022

Certified Professional in Erosion and Sediment Control: 2005

Erosion Prevention and Sediment Control Level I & Level II

U.S. EPA Asbestos Hazard Emergency Response Act Asbestos Inspector, TN, 2004

Wetland Delineation Training, NC Board of Landscape Architects/NC State University, 2008

Hazardous Waste Operations and Emergency Response, OSHA

Meta-Asbestos Inspection

40-hour HAZMAT Certification

Construction Safety and Health, OSHA

Years of Experience

Total Years; 22
CDM Smith: 19

CDM Smith

John F. Gould, PE

Senior Traffic Engineer

CDM Smith
Knoxville Office
1100 Marion Street, Suite 300
Knoxville, TN 37921
P: (865) 963-4326

GouldJF@CDMSmith.com



With more than 38 years in the traffic and transportation engineering field for both public and consulting organizations, Mr. Gould has obtained a broad experience in planning and design of traffic engineering and traffic signal projects.

Lead Traffic Engineer, US-411 (Parkway) / River Road and US-411 (Parkway) / Greystone Heights Road, Gatlinburg, TN. John prepared signal design plans and timing plans for this project at the "triangle" intersection in downtown Gatlinburg. The scope added a new protected crosswalk between the Gatlinburg Aquarium and Mountain Mall and provided ADA ramps and audible pedestrian phases at several legs of the adjacent intersections with River Road and Cherokee Orchard Road.

Lead Traffic Engineer, Elizabethton Signal System Plan, Elizabethton, TN. John served as lead engineer for this signal optimization project, completed for the City of Elizabethton and funded through a TDOT planning grant. The scope included data collection and operational analysis, as well as the development of a communication master plan and timing plans for the Town's 17 signalized intersections. The scope also included analysis and recommendations for optimizing the pedestrian crossings for all signals with pedestrian infrastructure.

Lead Traffic Engineer, Greeneville Signal System Plan, (Greeneville, TN). John served as lead traffic engineer for this signal optimization project, completed for the Town of Greeneville and funded through a TDOT planning grant. The scope includes data collection and operational analysis, as well as development of a communication master plan and timing plans for the Town's 34 signalized intersections. The project is organized into four coordinated signal system groups along major routes. The scope also includes analysis and recommendations for optimizing the pedestrian crossings for the downtown signals.

Lead Traffic Engineer, SR-343 Complete Streets & Traffic Signal Optimization Study, Morristown, TN. John was lead traffic engineer for this corridor study and signal optimization plan in Morristown. The goal of the study was to improve safety for all modes of transportation, enhance aesthetics to create a gateway into the city, optimize signal timings, and upgrade signals to mast arms with ADA pedestrian signals. Lakeway MTPO used this plan to apply for a successful $24M U.S. DOT RAISE grant to fund the final design and construction of the improvements.

Lead Traffic Engineer, Grigsby Chapel Road Corridor Study, Farragut, TN. John was lead traffic engineer for this Town of Farragut traffic study between Campbell Station Road and Smith Road. The study evaluated traffic along the corridor and examined alternative traffic control that might increase gaps to improve access from 12 different side streets during school and outside of the school calendar year. The study evaluated traffic volumes, crash history, intersection sight distances, capacity, and level of service. Alternatives were investigated for potential traffic control options at each intersection, including traffic signal warrants, roundabout analyses, and stop control analyses.

Lead Traffic Engineer, Maryville Walgreens, Maryville, TN. John performed the traffic impact study and the subsequent traffic signal design for this development in Maryville. The study showed that a signal was warranted, and the new traffic signal was installed at the intersection of E. Lamar Alexander Parkway and Chantilly Lane.

Education

M.S. - Civil Engineering, University of Tennessee, 2000

B.E. - Civil Engineering, Vanderbilt University, 1985

Registration

Professional Engineer:

TN, #22640 (1992),

GA, #PE026144 (2000)

KY, #21310 (2000)

IN,#PE10708900 (2007)

MI, #47129 (2000)

MS, #18634 (2005)

NC, #025665 (1999)

SC, #20336 (1999)

VA, #0402-035006 (2000)

WV, #015587 (2000)

Training

TDOT Driveway Policy Training (2017)

Automated Traffic Signal Performance Measures (ASTPM)

Years of Experience

Total Years: 38

CDM Smith: 25

Kevin A. Cole, PE

Senior Traffic Engineer

CDM Smith
Knoxville Office
1100 Marion Street, Suite 300
Knoxville, TN 37921
P: (865) 963-4300

ColeKA@CDMSmith.com



Kevin Cole began his professional career in 1999, joining CDM Smith in the Knoxville, Tennessee office as a transportation engineer-in-training. Since 2005, Kevin has served as a senior project engineer where his primary duties include traffic impact studies, signal design, ARCview GIS, modeling, traffic simulation, and traffic data collection.

Senior Traffic Engineer; I-75 / Emory Road Interchange, Knoxville, Tennessee. Kevin is serving as senior traffic engineer for this TDOT design project to convert the existing diamond interchange at I-75 / Emory Road in Knoxville to a Diverging Diamond Interchange (DDI) configuration. CDM Smith's scope for this project includes design for two new traffic signals at the DDI ramps, design for a new signal at the Emory Road / Conner Road intersection, and signal coordination for a total of six traffic signals along the Emory Road corridor. Kevin completed Synchro modeling for traffic signal coordination and timing, and assisted with signal design plans for the project. Construction is scheduled to begin in 2025.

Senior Traffic Engineer, Grigsby Chapel Road Corridor Study, Farragut, Tennessee. Kevin served as traffic engineer and assisted with modeling and analysis for this Town of Farragut traffic study between Campbell Station Road and Smith Road. The study evaluated traffic along the corridor and examined alternative traffic control that might increase gaps to improve access from 12 different side streets during school and outside of the school calendar year. The study evaluated volumes, crash history, sight distances, capacity, and level of service. Alternatives were investigated for potential traffic control options at each intersection, including traffic signal warrants, roundabout analyses, and stop control analyses.

Senior Traffic Engineer, Greeneville Signal System Plan; Greeneville, Tennessee. Kevin served as traffic engineer for this signal optimization project, completed for the Town of Greeneville and funded through a TDOT planning grant. The scope includes data collection and operational analysis, as well as development of a communication master plan and timing plans for the Town's 34 signalized intersections. The project is organized into four coordinated signal system groups along major routes. The scope also includes analysis and recommendations to optimize pedestrian crossings for the downtown signal system.

Senior Traffic Engineer; I-640 Broadway Interchange (Knoxville, TN). CDM Smith was contracted by TDOT to develop an Interchange Modification Report and design plans for the I-640 / Broadway interchange in Knoxville. Kevin developed simulation models to evaluate traffic operations related timing optimization, geometrics, and travel patterns. Kevin then assisted with traffic signal design, signal timing, and signing/marking plans.

Senior Traffic Engineer, East Cedar Street; Bristol, Tennessee. Kevin was traffic engineer and assisted with signal design for this City of Bristol project, developed through TDOT's locally managed program. The project included improvements to an existing 2-lane road through an older, dense neighborhood with significant ROW and historical restrictions. CDM Smith studied multiple alternatives to improve safety while also looking for ways to accommodate pedestrian and bike traffic through the community and near the campus of King College. This project also included improvements and signal coordination at a Norfolk Southern Railroad mainline track. Construction was completed in 2023.

Education

M.S. – Transportation Engineering, University of Tennessee, Knoxville, TN 1999

B.S. - Civil Engineering, University of Tennessee, Knoxville, TN 1998

Registration

Professional Engineer: Tennessee (2003)

Organizations

Institute of Transportation Engineers (ITE)

Southern District Institute of Transportation Engineers (SDITE)

Industry Awards

Jack B. Humphreys Young Member Award for outstanding service to the Tennessee Section of ITE, 2007

Years of Experience

Total Years: 25

CDM Smith: 25

Jim MacKay, PE

National Signal Systems/Communications Engineer



Jim MacKay is one of CDM Smith's national signal systems and communications experts. He works in the firm's Pittsburgh, PA office and brings 30 years of experience in all aspects of traffic engineering. His work has included designing integrated, multiple-phase, traffic signal systems on congested corridors that include computer controlled real-time monitoring between remote field devices and traffic control centers; fiber-optic communications – including center-to-center (C2C) and sub-regional to regional TMC communications; data collection sessions software; emergency vehicle preemption; railroad preemption; transit priority; spread spectrum radio interconnect; video and radar detection; and closed loop coordination. Jim is a certified IMSA Level 2 Traffic Signal Field Technician. As a member of the PennDOT District 11-0 Traffic Unit, Jim monitored and inspected the installation of traffic signal systems on all department and municipal construction projects; and trained construction inspectors, municipal personnel, consultant engineers, and contractors on the design, construction, and operation and maintenance of advanced traffic signal systems.

Traffic Task Leader; Delaware DOT, Delaware Signal Timing Enhancement Project (DSTEP) (Newark, DE). This project selected 6 intersections for improvements along the Cleveland Avenue corridor. Jim was responsible for the retiming effort which included overseeing and providing quality control of all data collection conducted by University of Delaware students. Collected data was used to evaluate the capacity analysis of the intersections using Synchro and the critical movement summation (CMS) method. Individual timing plans and corridor time-space diagrams were developed for morning-, evening-, and off-peak times. There were 12 timing plans developed to provide a directional library of plans for use as a traffic responsive system. After installation and field observation, timing adjustments were made to fine tune and calibrate the system in real-time while in communication with the TMC.

Electrical Inspector, SR 4084 Section A01, PennDOT District 11-0 (Pittsburgh, PA). This project consisted of replacing the concrete roadway and installing all new equipment at six existing signalized intersections. Serving as the electrical inspector, Jim monitored the placing of traffic signal supports, 170 controller assemblies, junction boxes, conduit runs, and preformed loop sensors embedded in the concrete pavement and fiber-optic cable (to provide an interconnected closed-loop signal system). As the designers' field representative, he made decisions to accommodate field conditions and was present for every signal turn-on. This required verifying correct timings were programmed into the controller, conducting conflict monitor tests, and adjusting signal head placement.

Traffic Engineer, Georgia Avenue Transit Signal Priority, District of Columbia DOT, (Washington, DC). This project provided priority to Washington Metropolitan buses using the EMTRAC traffic signal priority system. The transit signal priority system encompassed the supply, installation, testing, and turn-on of the transit signal priority system at 33 intersections using 20 transmitters with GPS. The traffic signal priority control strategy is an early green/extended green bus priority control strategy for incorporation in the actuated portion of the district's local intersection control software. Jim was responsible for updating interval-based timing sheets for input into the 170 controllers to facilitate the integration of EMTRAC equipment with McCain central software (QuicNet).

Education

BS, Civil Engineering, University of Pittsburgh, 1994

Registration

Professional Engineer: Pennsylvania, Texas, Indiana, Maryland, Georgia, Michigan, Florida

Certifications

International Municipal Signal Association (IMSA) Traffic Signal Field Technician – Level II

Certified Figer Optic Technician (CFOT)

OSHA 10-Hour

Years of Experience

Total Years: 30
CDM Smith: 5

CDM Smith

Jessie Carroll, PE, PTOE, PMP

National Signal Systems/Communications Engineer

Jessie Carroll is a senior traffic and national signal systems / communication expert in CDM Smith's Chicago office. She has experience in transportation planning, traffic engineering, and signal system design. Her experience includes reviewing and recommending current ITS technologies, ITS infrastructure placement and design, site planning, and developing PS&E packages for ATMS projects.

Project Manager, Kane County, IL Division of Transportation System Operations Manager. Project manager assisting in launching a new arterial operations center and creating the standard operating procedures to monitor and report on all KDOT maintained traffic signal systems and ATMS communications infrastructure. The contract also includes operational trouble shooting and responding to public complaints regarding traffic signal operation; electrical maintenance contractor supervision; field inspection; engineering "peer" review of signal timing and optimization plans, traffic signal/ traffic signal/roadway lighting/ITS plans, catalog cuts, and the county's Traffic Signal Specifications Traffic Network Architecture, specifications, and other related standards and guidelines; project management and administration; and quality assurance and quality control.

Traffic Engineer, Indianapolis Advanced Traffic Management System (ATMS) Phase 5, Indiana DOT, Indianapolis, Indiana. Traffic engineer responsible for coordinating with INDOT on evaluating proposed CCTV camera tower and vehicle detection site layouts and site constructability for deployment of ITS equipment. Conducted field visits to verify the site layout including identifying power sources and communication links, inventorying existing ITS devices, and incorporating existing ITS devices into the proposed design. Additional project tasks included developing the engineer's estimate and preparing final plans, special provisions, and estimate documents for construction.

ITS, Lead, Illinois State Toll Highway Authority, General Engineering Consultant (GEC). Team lead for the ITS unit for the GEC. Tasks include developing a 5-year ITS strategic plan for the Illinois Tollway including deployment, maintenance, and operations outlook; directing ITS team in design review, construction support/walkthroughs, ITS base sheet and special provisions development; providing assistance in ITS research and industry best practice to assist the owner in developing a toolkit for ITS strategies.

Project Engineer, U.S. Route 12 (Rand Road) and IL Route 53/68 (Dundee Road), Illinois Department of Transportation, Northeastern Illinois. Project engineer for redesigning the existing fiber optic interconnect equipment to accommodate the redesign of five traffic signals. Coordinated resetting the red-light running equipment and designing five temporary traffic signals. Also assisted in cost estimating for the temporary signal designs and interconnect installation.

Project Engineer, USH 41 ITS Design, Wisconsin Department of Transportation, Green Bay, Wisconsin. Project engineer, Jessie providing support on communications design, temporary work zone ITS design, CCTV design, vehicle detection design, cost estimating, and QA/QC. The project provided preliminary and final design on USH 41 in Winnebago County from STH 26 to Breezewood Land; and in Brown County from Orange Lane to CTH M.



Education

Master of Energy Engineering, University of Illinois at Chicago, 2011;

B.S., Civil and Environmental Engineering, University of Michigan, 1998

Registration

Professional Engineer, Illinois, Colorado, Michigan, Indiana, Ohio, Nevada

Professional Traffic Operations Engineer

Honors/Awards

WTS President's Choice Award, Colorado Chapter. Individual award for outstanding commitment to the local chapter initiatives, 2006.

WTS Member of the Year, Greater Chicago Chapter, 2011.

WTS International Member of the Year, 2011.

Memberships

WTS: Women's Transportation Seminar

ITE: Institute of Transportation Engineers

ITS MW: Intelligent Transportation Society of the Midwest

Years of Experience

Total Years: -- 24

CDM Smith: -- 5

CDM Smith's CEI group has the depth of resources to successfully complete all anticipated tasks within this scope. The same team members proposed for this project have delivered numerous CEI ATMS and traffic signal projects in Knoxville and the surrounding area – including Knox County's Phase 1 ATMS project. Project descriptions for similar-sized relevant projects are featured on the following pages.

Projected Workload:

Our team will be working on the Sevier County EDA Signal Upgrade project through June of 2026. That is the only other traffic signal project currently under contract for CDM Smith's CEI team. With this workload, our specialty CEI team for traffic signal inspection has immediate availability and resources to complete Knox County's Phase 2 ATMS CEI project.

Project Awards:

Another positive measure of our past work is the industry recognition we have received for outstanding projects developed by CDM Smith's Tennessee staff. This also demonstrates our commitment to responsive and efficient project development as well as a strong endorsement of our qualifications. Recent project awards include:

CDM Smith's project awards include:

- 2024 ACEC Tennessee Grand Award & National Recognition: TDOT Statewide Vulnerable Road User Assessment, TDOT
- 2024 Southern District ITE Project Award for TSMO: TN Statewide Traffic Incident Management Manual & Training, TDOT
- 2023 ASHE National Project of the Year: 12th Avenue South Complete & Green Street, Nashville
- 2023 ASHE Tennessee Project of the Year: 12th Avenue South Complete & Green Street, Nashville
- 2023 ACEC Tennessee Honor Award: 12th Avenue South Complete & Green Street, Nashville
- 2023 ACEC Tennessee Honor Award: SR-343 Complete Streets & Signal Optimization Plan, Morristown
- 2022 ACEC Tennessee Grand Award and National Recognition: TDOT SR-162 Virtual Public Meeting Room
- 2022 ACEC Tennessee Honor Award: TDOT Work Zone Manual Update
- 2021 ACEC Tennessee Grand Award & National Recognition: TDOT West Hills Roundabout Access
- 2021 ACEC Tennessee Grand Award & National Recognition: WeGo Nolensville Bus Stop Shelters
- 2020 Walk Bike Nashville Awards – Most Walkable/Bikeable Project: WeGo Nolensville Bus Stop Shelters
- 2019 ACEC-Tennessee Honor Award: TDOT I-640 Broadway Interchange
- 2018 ACEC-Tennessee Grand Award & National Recognition: Knoxville Old City Streetscape
- 2016 ACEC-Tennessee Grand Award: Knox County Strategic Transportation Safety Plan
- 2015 ACEC-Kentucky Grand Award & National Recognition: UK Alumni Drive
- 2014 ACEC-Tennessee Grand Award: University Commons Redevelopment
- 2012 ACEC-Tennessee Grand Iris Award: Knoxville Transit Center
- 2011 ACEC-Tennessee Honor Award: Dollywood Access Study
- 2010 ACEC-Tennessee Honor Award: TDOT SR-840 Context Sensitive Design
- 2009 ACEC-Tennessee Grand Iris Award and National Recognition: TDOT SmartFIX40



Knox County ATMS Phase 1 – CEI (Knox County, TN)

CDM Smith worked under contract with Knox County to provide CEI services for the Advanced Traffic Management System (ATMS) Phase 1 project. This is the first phase of the current RFP. CDM Smith successfully performed CEI for this project with the same project team that is proposed for the current RFP.

This project involved improvements to 15 intersections along two busy Knox County corridors. Construction involved interconnecting ten (10) signals along Maynardville Pike and interconnecting five (5) signals along N. Cedar Bluff Road.

All intersections included ADA pedestrian signal and ramp modifications, phasing changes, pavement marking upgrades, signal head replacement, signage improvements, and testing and integrating new signal software. Construction was completed in 2023.

Client Contact:

Jim Snowden, PE
Deputy Director
Knox County Engineering & Public Works
(865) 215-5808

Key Project Features:

- *CEI for ATMS project to upgrade 15 signals*
- *Phase 1 CEI for current RFP*

CDM Smith CEI Budget:
$249,150 (initial budget)
$249,150 (final cost)

Start and End Dates:
July 2021 – Nov 2023





Sevier County Tourist Corridor ATMS – CEI (Sevier County, TN)

CDM Smith worked under contract with the City of Sevierville to serve as prime CEI consultant for this TDOT locally managed ATMS project, funded through a CMAQ grant. The scope included traffic signal upgrades to sixty (60) intersections along three major tourist corridors in the cities of Sevierville and Pigeon Forge. The large volume of work required the funding to be split into two separate TDOT PIN numbers. The project included upgrades to all traffic signals along the Parkway (US-441/SR-66) from I-40 to the southern city limit in Pigeon Forge; the entire length of Veterans Boulevard (SR-449); Dolly Parton Parkway (SR-35) from Downtown Sevierville to east of Veterans Boulevard; and other nearby strategic intersections. Construction was completed in 2022.

Specific work items included:

- Signal controller installation,
- Controller cabinet modifications,
- Signal head modifications,
- Signal pole & ped pole installation and upgrades,
- Video detection installation,
- Signal timing and detection zone setup,
- Pavement marking & signing replacement and upgrades,
- ADA curb ramp additions and modifications,
- Fully ADA accessible and audible pedestrian system installation.

Client Contact:
Joseph Dodgen
Traffic Operations Director
City of Sevierville
(865) 868-1793

Key Project Features:
- *CEI for ATMS project to upgrade 60 signals*

CDM Smith CEI Budget:
$385,480 (initial budget)
$385,480 (final cost)

Start and End Dates:
Dec 2019 – June 2021



Sevier County EDA Funded Smart Signal Upgrades – CEI (Sevier County, TN)

CDM Smith is working under contract with the City of Pigeon Forge to serve as prime CEI consultant for this multi-jurisdictional signal upgrade project that is funded through a U.S. Department of Commerce, Economic Development Administration (EDA) grant. The project involves upgrades to fifty-five (55) traffic signals located throughout Pigeon Forge, Sevierville, Gatlinburg, and Sevier County. The upgrades include a combination of new detection cameras, controllers, cabinets, conduit, wiring, signal communications, and upgrades to ADA pedestrian signals and curb ramps as needed at each intersection.

Specific work items include:

- Video camera detection installation,
- Signal controller installation,
- Controller cabinet modifications,
- Signal head modifications,
- Signal timing and detection zone setup,
- Pavement marking & signing replacement and upgrades,
- Pedestrian pole installation and upgrades,
- ADA curb ramp additions and modifications,
- Fully ADA accessible and audible pedestrian system installation.

Client Contact:
Earlene Teaster
City Manager
City of Pigeon Forge
(865) 850-7912

Key Project Features:
- *CEI for ATMS project to upgrade 55 signals*

CDM Smith CEI Budget:
$439,200 (initial budget)
$439,200 (final cost)

Start and End Dates:
October 2024 –
June 2026 (scheduled)



City of Pigeon Forge, Signal and Signal Systems – CEI (Pigeon Forge, TN)

For more than a decade, CDM Smith has worked under contract with the City of Pigeon Forge to provide survey, design and CEI services for upgrades to several major signalized intersections in town. Project types have varied from new signal construction to replacements of existing signals to construction of signal systems.

CDM Smith's CEI services with Pigeon Forge have included construction of traffic signal systems in two critical areas within the city with extremely high traffic volumes. CDM Smith completed the signal design, timing plans, interconnect plan, and full CEI services for construction of traffic signals at the following intersections that serve Dollywood's theme park property:

Client Contact:
Earlene Teaster
City Manager
City of Pigeon Forge
(865) 850-7912

Key Project Features:
- *CEI for 10 signals within two separate systems*

a) SR-449 (Veterans Blvd) / Jake Thomas Rd / Dollywood Resorts Blvd
b) SR-449 (Veterans Blvd) / Splash Country Exit Road
c) SR-449 (Veterans Blvd) / McCarter Hollow Road
d) McCarter Hollow Rd / Dollywood Theme Park Exit Rd

CDM Smith CEI Budget Initial Budget / Final Cost	***Construction Schedule Start / End Dates***
a. $62,000 / $62,000	*Aug 2016-Feb 2017*
b, c, d. $165,200 / $165,200	*Aug 2008-May 2009*

CDM Smith also completed signal design, timing plans, interconnect plans, and full CEI services for replacement of traffic signal poles, detection, heads, cabinets, and ADA pedestrian infrastructure at the following intersections in downtown Pigeon Forge along US-411/SR-66 (Parkway).

e) US-441/SR-66 (Parkway) / SR-73 (Wears Valley Road)
f) SR-73 (Wears Valley Road) / McGill Street
g) US-441/SR-66 (Parkway) / Henderson Chapel Road
h) US-441/SR-66 (Parkway) / The Island Drive
i) US-441/SR-66 (Parkway) / Christmas Tree Lane
j) US-441/SR-66 (Parkway) / Music Road

CDM Smith CEI Budget Initial Budget / Final Cost	***Construction Schedule Start / End Dates***
e. $62,000 / $62,000	*May 2020-June 2021*
f. $158,190 / $158,190	*Aug 2015-Dec 2016*
g. $115,800 / $115,800	*May 2019-June 2020*
h. $93,800 / $93,800	*Nov 2014-Oct 2015*
i. $54,000 / $54,000	*July 2004-April 2005*
j. $18,000 / $18,000	*June 2012-Jan 2013*



Maryville/ Alcoa - ATMS, Phase 1 – CEI (Maryville & Alcoa, TN)

CDM Smith served as CEI Consultant on this joint Phase 1 ATMS project in the Cities of Maryville and Alcoa, funded through TDOT's locally managed program. The project consisted of construction, installation, and testing approximately 10.3 miles of traffic signal system communications infrastructure and its fiber optic backbone.

The project also included connection of forty (40) traffic signals throughout the cities with multi-mode fiber optic interconnect. Existing closed loop multi-mode fiber optic signal systems within both cities were connected to the fiber backbone, establishing an inter-agency fiber optic signal system interconnect controlled by three field masters. The project required replacing eleven (11) of Alcoa's existing signal controllers with equipment that would match that of the City of Maryville along with appropriate modifications to the associated cabinets.

A redundant single-mode fiber optic trunk line was installed along with the multi-mode fiber. This trunk line was built to accommodate future ITS devices and applications that the cities may add. The project also included upgrading pedestrian signal infrastructure at eleven (11) intersections within both cities, improvements to the phasing / sequencing of five (5) signals, and one (1) complete signal upgrade within Maryville.

The project also included improvements to ADA ramps, truncated domes, sidewalks, median pavement, and pavement markings at various intersections in both cities.

Client Contact:
Kevin Stoltenberg
Assistant City Manager
City of Maryville
(865) 273-3500

Key Project Features:
- *CEI for ATMS project to upgrade 40 signals*

CDM Smith CEI Budget:
$80,320 (initial budget)
$80,320 (final cost)

Start and End Dates:
July 2010 – July 2011



City of Gatlinburg Downtown Signal Upgrades – CEI (Gatlinburg, TN)

CDM Smith was retained by the City of Gatlinburg for implementation of pedestrian and traffic safety improvements along Parkway (US 441/SR-71) and East Parkway (US 321/SR-73), near some of the most visited attractions in downtown Gatlinburg. This multi-faceted project was funded by the City and was closely coordinated with TDOT's Region 1 traffic and maintenance office.

The purpose of this project was to improve safety by relocating two heavily traveled unsignalized pedestrian crosswalks to be under signal control. The project also changed the traffic circulation pattern at the River Road/Parkway intersection to eliminate conflicts between pedestrians and traffic. CDM Smith provided survey and design services for preliminary, right-of-way, and final construction plans for roadway, sidewalk, crosswalk, ADA, traffic signal, and signal interconnect improvements.

The project included a complex coordination plan for four signals along the route, where an existing fiber optic trunk line was utilized as the backbone for the system. The signals at Parkway/East Parkway; Parkway/Greystone Heights/River Road; Parkway Cherokee Orchard/River Road; and a new pedestrian signal at River Road were connected in an overall system with new controllers, new signal detection, and ADA pedestrian upgrades.

Client Contact:
Roger Sims
Public Works Director
City of Gatlinburg
(865) 430-1370

Key Project Features:
- *CEI for signal modification, new signal construction, & signal system interconnect*

CDM Smith CEI Budget:
$97,000 (initial budget)
$97,300 (final cost)

Start and End Dates:
Design: Feb 2019 – Feb 2020
Const: Feb 2020 – Apr 2021

During the construction phase, CDM Smith provided CEI services to assist the city with inspection of traffic signals, signal interconnect, sidewalks, ADA improvements, signing, and roadway construction, project documentation, preparation and inspection of final punch list items, and project closeout. Construction was completed in 2021.



Signal and Signal System at University Commons Development – CEI (Knoxville, TN)

University Commons is the first urban, vertical retail structure in Knoxville, located adjacent to UT campus and just minutes from the central business district. This new development is built upon the former site of Fulton Bellows, a metal workings and foundry operation, which started manufacturing in 1917.

For almost 90 years the plant produced industrial bellows used in machinery, aircraft and medical equipment before closing in 2005. The factory was demolished shortly after the company ceased operations, with only the concrete slab remaining. The property was contaminated during its previous use, and was declared a brownfield site. The University Commons project converted this blighted site into a productive retail destination to have a positive economic impact on the community for decades to come. The development includes an upscale retail and grocery center to serve consumers that live on UT property and in the nearby Fort Sanders and South Knoxville communities.

Client Contact:
Tom Clabo, PE
Engineering Director
City of Knoxville
(865) 215-6106

Key Project Features:
- *CEI for signal modification, new signal construction, & signal system interconnect*

CDM Smith CEI Budget:
$156,000 (initial budget)
$188,300 (final cost)

Start and End Dates:
July 2013 – Dec 2014

CDM Smith served as CEI Consultant under contract with the City of Knoxville during the construction phase of the University Commons project, adjacent to UT campus. In order to provide adequate access to the University Commons development site, a new bridge was designed to connect the site to an existing TDOT bridge between UT's main campus and agriculture campus. This new bridge provides a vital connection for traffic, bike, and pedestrian access to the redeveloped property. A new signal was added to serve the intersection between the two bridge structures. In addition, the signal at University Commons Way/Cumberland Avenue was modified, and the following four signals along UT's Agriculture Campus were interconnected.

- Joe Johnson Drive/University Commons Way
- Joe Johnson Drive/E.J. Campman Drive
- Volunteer Blvd/Joe Johnson Drive/Andy Holt Drive
- Neyland Drive/Joe Johnson Drive

The project received the ACEC TN Grand Award for Engineering Excellence in 2015.

CDM Smith Inc. – Professional Engineering Firm – Tennessee Engineering License Verification

TN Commerce and Insurance Verify

← **Details for CDM SMITH INC**

Summary

License	Status	Original Licensure Date
6582 Engineering Firm - General A&E Engineering Firm Architects and Engineers	Active	07/15/2011

Status Effective Date	Rank Effective Date
08/02/2011	08/02/2011

Contact Information

Main Address	Business Address
KNOXVILLE, Tennessee 37921 Knox, United States	KNOXVILLE, Tennessee 37921 Knox, United States

Relationships

Relationship	Name	Credential Reference	Start Date
Principal	NORTON, JOSHUA M	Engineer - 110903	
Principal	MIZE, RONALD JEFFREY JR	Engineer - 105224	

Litigation History

Because of its size and volume of business, CDM Smith, over the years it has been in business, and especially in these litigious times, has occasionally been involved in litigation.

There are no past or currently outstanding legal proceedings, judgments or contingent liabilities that could adversely affect the financial position or ability of the firm to perform its contractual commitments, and CDM Smith has not been involved in any litigation in the state of Tennessee within the past five years.

Insurance Coverage

CDM Smith carries workers compensation, employers liability, automobile liability, commercial general liability, premises/operations, independent contractor, contractual liability, umbrella liability coverage, and professional liability coverage per the requirements in Knox County's insurance checklist (Exhibit A).

In addition to these coverage limits, CDM Smith can provide other types of insurance and greater limits of insurance as mutually agreed upon. Upon request, CDM Smith can provide evidence of its insurance coverage through a certificate of insurance.



EXHIBIT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
RFQ NUMBER 3649

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
		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	$1,000,000.00	
		PROFESSIONAL LIABILITY		
YES	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-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSTATION, AUTO AND PROFESSIONAL LIABILITY. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

22. THE CERTIFICATE OF INSURANCE SHALL SHOW THE LOI/RFQ NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE RESPONDENT NAMED BELOW AND HAVE ADVISED THE RESPONDENT OF REQUIRED COVERAGE.

AGENCY NAME: Aon Risk Services Northeast, Inc. **AUTHORIZING SIGNATURE:** Enrique Antelo

RESPONDENT'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

RESPONDENT NAME: CDM Smith Inc. **AUTHORIZING SIGNATURE:** Ronald Jeffry Mize Jr.

EXHIBIT B
REQUEST FOR QUALIFICATIONS NUMBER 3649

AFFIDAVIT OF COMPLIANCE

IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL

Comes Ronald Jeffrey Mize, Jr., for and on behalf of
(Printed name of Principal Officer of Company)

CDM Smith Inc., (the "Company") and, after being duly authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

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.

Signature

Title: Vice President

Sworn to and subscribed before me, a Notary Public, this 6th day of May, 2025.

Notary Public
My Commission Expires:

July 6, 2026

JULIE E. NIEDLING
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

Our team understands the expectations that Knox County has for their consultants, and we believe that the following critical success factors will fulfill our responsibilities to carry out this projects successfully:

QUALITY

We will confirm that all project deliverables meet Knox County's quality expectations. At each key milestone of the project, Knox County and the CDM Smith team project manager must know the status of the assignment in terms of both budget and schedule. In addition, these managers must be able to prepare accurate, timely reports to other senior managers to make decisions and control the direction of the project. CDM Smith will use a suite of proven project control tools to monitor and report project health.

BUDGET CONTROL

Our computer-based cost accounting system is organized into a series of reports including a weekly Current Period Charges Report, a monthly Billing Cost Detail Report, and a monthly Project Status Report, all of which serve as monitoring aids for cost control.

SCHEDULE CONTROL

In addition to controlling work task costs, CDM Smith will also pay close attention to the schedule for execution of each assignment. Using the task work breakdown structure (WBS), CDM Smith will prepare a work task schedule. For CEI projects, our project manager/resident engineer will closely monitor the contractor's schedule, and we will work as a team to assign inspection forces to adequately cover the project and meet the requirements of Knox County and TDOT Local Programs.

Schedule updates will be completed as frequently as necessary in order to respond to the contractor's production schedule.

RESPONSIVENESS

CDM Smith provides its project manager and staff with extensive tools to manage and execute the work and see that deadlines and deliverables meet our client's expectations. Our team performs a significant volume of projects each year, and we will schedule assignments such that key project personnel proposed for this contract will be available to initiate the work. The CDM Smith team has the staff and resources to successfully take on multiple projects at one time. The team members proposed will be dedicated and available to Knox County for this assignment.

COMMUNICATION

Our project team will establish and maintain effective working relationships with Knox County and affected stakeholders to promote frequent, open, and effective communication.

With experience throughout Tennessee and the U.S., **CDM Smith is well-equipped to provide practical, workable solutions.** Our talented team provides construction inspection services for small and large projects - and everything in between. We look forward to assisting Knox County to deliver CEI services for the Phase 2 ATMS project!



CDM Smith

listen. think. deliver.

Attachment E

Contractor's Professional CEI Services Agreement

1100 Marion Street, Suite 300
Knoxville, TN 37921
tel: 865 963-4300

June 26, 2025

Mr. Jim Snowden, P.E.
Senor Director
Knox County Engineering and Public Works
205 West Baxter Avenue
Knoxville, TN 37917

RE: Professional CEI Services per TDOT Local Programs PIN: 128833.00
Knox County ATMS Phase II

Dear Mr. Snowden:

CDM Smith is pleased to provide this proposal for professional Construction Engineering & Inspection (CEI) services for the above listed project. We understand this project involves improvements for multiple intersections within the county limits of Knox County, TN. This is a Knox County / Tennessee Department of Transportation's Locally Managed Federal and State funded program. The purpose of the project is to alleviate long term maintenance problems, improve operational efficiency/traffic flow, and improve pedestrian accessibility for these intersections. We understand work will include the following:

- Improvements to traffic signal/pedestrian systems along portions of North Watt Rd, Maynardville Pike, East Emory Rd, and Norris Freeway at fifteen (15) intersections, consisting of signal improvements and installation of new video detection.
- Installation of new traffic signal cabinets at certain intersections.
- Installation of concrete median pavement and concrete ADA ramps at Norris Freeway and E. Emory Rd.
- Installation of ped poles, push buttons, wiring, pull boxes, and appurtenances to connect to the traffic signal control cabinets at certain intersections.
- Installation of pavement markings and crossing devices at certain intersections.

In following TDOT's requirements for locally managed CEI projects and per our recent discussions, this scope of work will involve the following detailed tasks:

Meetings and Project Coordination

- Pre-Construction Meeting
  After contract award, CDM Smith will schedule and lead the pre-construction meeting once Knox County and the contractor determine a valid start date.

- Project Progress Meetings
  CDM Smith will hold bi-weekly project progress meetings. In-person meetings will occur at the Knox County office located at 205 West Baxter Avenue Knoxville, TN 37917. If meetings occur virtually, then CDM Smith will facilitate the progress meetings via Microsoft Teams.

- Utility Coordination
  CDM Smith's CEI team will coordinate with affected Utility Companies during the construction phase and if a conflict occurs, we will assist Knox County with a resolution to ease installation of planned items.

- TDOT Coordination/Meetings
  CDM Smith will provide part time management and administrative duties to advance the project to completion. We will coordinate with both the Knox County staff and the TDOT Local Programs staff during the construction phase of the project to help the project move forward in a timely manner.

Construction Engineering Inspection (CEI):
Based on the plans and information provided by the design engineer, the CEI services for this proposal have been estimated assuming a total contractor construction duration of 52 weeks, plus a 2-week startup and 4-week close out and de-mobilization period – for a total estimated schedule of 58 weeks. We anticipate a part time project/records management effort for the 58-week schedule. We estimate a total of 38 weeks for onsite field CEI services based on the assumed schedule breakdown below:

- Part time project/records management and utility coordination services for the entire 58-week period.
- Onsite field services for an estimated 38 weeks to include the following:
  - 1 full time onsite project representative at 40 hours per week (12 weeks)
  - 1 part time onsite project representative at 32 hours per week (6 weeks)
  - 1 part time onsite project representative at 24 hours per week (10 weeks)
  - 1 part time onsite project representative at 16 hours per week (10 weeks)
- Assume 1 part-time onsite project representative at 8 hours per week overtime (12 weeks)
- Actual time worked will be based on the contractor's schedule.

After contract award, CDM Smith will request consideration for any adjustments needed to the approved budget (either up or down) to ensure the project is staffed appropriately to cover the actual final construction schedule. As stated above, we anticipate a part time records closeout effort with TDOT's Local Government Office will require an additional 4 weeks at 7 hours per week.

The CEI team will provide our services using the plans and contract specifications to assist Knox County and the contractor in constructing the project while meeting the completion deadline. We anticipate providing our services described above for the anticipated duration of the contract. Services will include daily construction reports, project documentation, and project photographs. CDM Smith will also provide review and approval of pay estimates, general oversight of contract provisions, assistance with plans interpretation and construction related questions, and coordination of project efforts with the assigned Knox County and TDOT project representatives. We offer the following detailed scope of work which follows TDOT's CEI process:

- Lead the Pre-construction conference.
- Assign registered and qualified CEI field inspection staff for the time proposed above. Inspectors will be pre-qualified with TDOT to provide construction inspection services for earthwork, concrete, and asphalt and be familiar with TDOT's January 2021 Standard Specifications. Inspector responsibilities will include all roadway and signal items to ensure compliance with the plans and specifications.
- Coordinate with Kimley-Horn to receive assistance for any signal timing optimization needs as part of their contract with Knox County for design assistance during construction.
- Record all shop drawings and RFI's, and send them to Kimley-Horn for review, comments, and approval as part of their contract with the Knox County for design assistance during construction.
- Prepare for and attend FHWA inspections as required.
- Prepare for and assist TDOT / FHWA auditors assigned to review project records and payments.
- Provide records manager to compile all project records as required by TDOT.
- Negotiate additional pay item prices with contractor if needed.
- Notify Knox County and TDOT Project Supervisors of need for Supplemental Agreements or Construction Change Orders if required.
- If required, prepare change order, and submit to Knox County and TDOT Project Supervisor.
- If required, provide recommendations regarding time extension requests.
- Utilize certified employees to provide QA testing normally performed by TDOT personnel on the construction site.
- Document testing on standard TDOT forms.
- Monitor testing provided by contractor if applicable.
- Monitor documentation provided by contractor.
- Review material certifications submitted by the contractor.
- Prepare and submit a Final Materials and Tests certification with final records.
- Provide concrete cylinder breaks results.
- Document and assemble quantities for monthly progress payments.
- Submit quantities to Knox County and TDOT Project Supervisor on TDOT supplied forms.
- Maintain office files on all project correspondence.

- Inspect work for conformance with Project Plans and Specifications.
- Maintain project inspection records on standard forms supplied by TDOT.
- Provide daily inspection of traffic control and erosion control measures.
- Prepare daily diary of construction activities.
- Receive and check contractor payroll for conformance with state wage rates.
- Notify contractor of late payrolls.
- Verify contractor's payroll submittal before progress payment submittal.
- Conduct employee interviews using forms supplied by TDOT.
- Prepare and submit required reports to TDOT's Contract Compliance office.
- Compile and submit project records after project completion in TDOT standard format.
- Prepare and submit a final pay estimate.
- Prepare and submit a final summary Change Order.
- Prepare documentation for claims or potential claims by the contractor.
- Assist Knox County and TDOT in the evaluation of claims.

Not included in this Scope of Services

This scope of work does not include the following services; however, if requested by Knox County, CDM Smith can furnish these services as part of a supplemental agreement.

- Construction Staking or Survey (assume staking provided by the contractor)
- Systems Engineering Support (assume Kimley-Horn is providing this service as part of their contract with the County for design assistance during construction.)
- As-Built Plans (assume as-built plans by the contractor if required by the County)

Contractual

CDM Smith proposes to complete the assignment as described in this proposal under a time and materials contract with a not-to-exceed budget of $237,900.00. This budget will not be exceeded without your written approval. Following is a detailed breakdown of costs for each position. Note: A request to update unit rates for 2026 will be submitted during the month of December 2025.

- Part time Project/Records Management (assume 58 weeks) ..... $ 75,385.00
- On-site CEI Representative (assume 38 weeks) ..... $ 91,854.00
- Overtime for on-site CEI Representative (assume 12 weeks) ..... $ 17,226.00
- Senior CEI Representative/Utility Coordination Assistance ..... $ 41,232.00
- Subcontractor (materials testing) ..... $ 1,800.00
- Project Direct Costs (mileage, printing) ..... $ 10,403.00

  TOTAL ..... **$ 237,900.00**

Invoice submittals will occur monthly to Knox County and will include a progress report of activities completed during each billing period. All services and coordination will follow the TDOT's Local Government Guidelines.

We anticipate this letter proposal to be included as an exhibit to a mutually agreeable contract for professional services, inclusive of terms and conditions. These documents together shall serve as our contract for the project.

We appreciate the opportunity to present this proposal and look forward to working with Knox County to provide CEI services for this exciting project! Please advise if additional information or explanation is needed.

Sincerely,

CDM Smith Inc.

Jeff Mize, PE
Vice President

Joe Hillard, PE, CCM
Associate

Attachments:
CDM Smith 2025 Per Diem Rates

CDM Smith
2025 CEI Per Diem Labor Rates

CEI PROJECT MANAGER	$ 180.00 / hr
CEI RESIDENT ENGINEER / RECORDS MANAGER	$ 150.00 / hr
CEI ADMINISTRATIVE ASSISTANT	$ 66.00 /hr
CEI INSPECTOR	$ 116.00 / hr
CEI SENIOR INSPECTOR / UTILITY COORDINATION	$ 132.00 / hr
ADMINISTRATIVE ASSISTANT	$ 105.00 / hr

NOTES: (1) We plan to submit on December 12, 2025, our 2026 CEI Labor Rates for approval to utilize staring Thursday, January 1, 2026.
(2) Travel, reproductions, telephone, supplies, and other expenses at cost.
(3) Rates include compensation, benefits, overhead, and fee.
(4) Overtime hourly rates will be one and a half times the regular hourly rate for each position.

Attachment F

Contractor's Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/27/2025

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
Aon Risk Services Northeast, Inc.
Boston MA Office
53 State Street
Suite 2201
Boston MA 02109 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Evanston Insurance Company	35378
INSURER B:	Hartford Fire Insurance Co.	19682
INSURER C:	ACE Property & Casualty Insurance Co.	20699
INSURER D:	Underwriters At Lloyds London	15792
INSURER E:	Hartford Accident & Indemnity Company	22357
INSURER F:	Twin City Fire Insurance Company	29459

INSURED
CDM Smith Inc.
75 State Street,
Suite 701
Boston MA 02109 USA

COVERAGES **CERTIFICATE NUMBER:** 570112731111 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			08CSEQU4161	01/01/2025	01/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $15,000 $2,000,000 $4,000,000 $4,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			08 UEN QU4162	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION			XEUG28194687009	01/01/2025	01/01/2026	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
E F	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		08WNQU4160 AOS 08WBRQU4163 WI	01/01/2025 01/01/2025	01/01/2026 01/01/2026	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
D	Architects & Engineers Professional			PSDEF2500033 Professional/Claims Made	01/01/2025	01/01/2026	Each Claim Aggregate Deductible	$1,000,000 $1,000,000 $5,000,000

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

RE: Project Name: Knox County - ATMS Phase 2 CEI, Contract Name: Construction Engineering Inspection Services for the Advanced Traffic Management System Phase 2, Contract/Solicitation No. 3649, Description: CEI Services for Knox County ATMS Phase 2 Project.
Knox County, Tennessee, Knox County Procurement Division, 1000 North Central Street, Suite 100, Knoxville, TN 37917 is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. Umbrella Liability policy follows form. Contractual Liability is included in the General Liability policy.

CERTIFICATE HOLDER

Knox County, Tennessee
Attn: Brian Hubbs
Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville TN 37917 USA

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

Aon Risk Services Northeast, Inc.

Holder Identifier : ADEGJP

Certificate No : 570112731111

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ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Aon Risk Services Northeast, Inc.		CDM Smith Inc.
POLICY NUMBER		
See Certificate Number: 570112731111		
CARRIER	NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570112731111		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

01.01.25 - 01.01.26 Professional

Policy: PSDEF2500033

Beazley (Syndicates 2623/0623) - 25%
BRIT (Syndicate 2987) - 25%
Arch Insurance (UK) Limited - 5%
Convex Insurance UK Limited - 7.5%
Lloyds Syndicates - 12.5% 4242 - 6.25%, 457 - .9375% - 1.5625%, 4711 - 1.25%, 1686 - 1.25%, 5555 - 1.25%
Lloyds Syndicate 1458 - 10%
Lloyds Syndicate 1618 - 15%

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you have agreed in a written contract or agreement, prior to an “occurrence" or offense, that such person or organization on be added as an additional insured to your policy.	All locations as required by a written contract or agreement entered into prior to an 'occurrence' or offense
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CDM Smith, Inc

Endorsement Effective Date: 01/01/2025

SCHEDULE

Name Of Person(s) Or Organization(s):
BLANKET AS REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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POLICY NUMBER: 08 UEN QU4162

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER

SCHEDULE

Number of Days Notice:

Part A: 30

Part B: 10

Part C: 30

Name of Certificate Holder:
BLANKET AS REQUIRED BY WRITTEN CONTRACT

Mailing Address:

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.

B. If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.

C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the Schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER

Policy Number: 08 WN QU4160 **Endorsement Number:**
Effective Date: 01/01/2025 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: CDM Smith, Inc.
75 State Street, Suite 701
Boston, MA 02109

This policy is subject to the following additional Conditions when a number of days are shown in the schedule for any of the below Parts:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.

B. If this policy is cancelled by the Company for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule within the number of days notice of the cancellation effective date, as shown in Part B.

C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the schedule will be sufficient proof of notice. If the number of days notice in the schedule for any Part is left blank or is shown as zero, no notice will be provided to the scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the company or its agents or representatives.

Schedule

Number of Days Notice:	**Name and Mailing Address of Certificate Holder**
Part A: 90	BLANKET AS REQUIRED BY WRITTEN CONTRACT
Part B: 10	
Part C: 90	

Form WC 99 05 28 Printed in U.S.A.
Process Date: **Policy Expiration Date:**

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CHUBB®

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

Named Insured			Endorsement Number
CDM Smith, Inc.			009
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XEU	G28194687 009	01/01/2025 to 01/01/2026	01/01/2025
Issued By (Name of Insurance Company)			
ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ENHANCED COMMERCIAL UMBRELLA LIABILITY POLICY

The policy is amended as follows:

For any statutorily permitted reason, the number of days required for notice of cancellation by us, as provided in the Cancellation Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule below.

SCHEDULE

Notice (Non-Payment of Premium): 90 **Days**

Notice (All Other Permitted Reasons): 10 **Days**

All other terms and conditions of the policy remain unchanged.

Authorized Representative

MEMORANDUM ELEVEN **BLANKET JOINT VENTURE**

With effect from inception, Exclusion 7 of this Policy is deleted in its entirety and coverage hereunder extends, subject to all other policy terms and conditions, to include YOUR liability resulting from any Joint Venture involving the NAMED ASSURED.

However, in the event of the existence of any separate valid and collectible insurance applying to such 'Joint Venture,' this insurance shall apply for the benefit of YOU only in excess of any such other insurance, and if the insuring agreements of the separately issued 'Joint Venture' Policy are more restrictive, this Policy shall cover, for the benefit of YOU only, any and all differences in the insuring agreements.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Schedule, Insuring Agreements, Exclusion, Conditions, or Provisions of this Policy, other than as stated herein.

Notwithstanding any of the foregoing, OUR Limit of the Liability shall not be increased and shall not exceed the limit for each claim nor for all claims in the aggregate, as set forth in this Policy.

For purposes of this Memorandum 'Joint Venture' is defined as any ‘teaming’ arrangement including, but not limited to those set up as a partnership, limited liability corporation (LLC), limited liability partnership (LLP), corporation or otherwise.

MEMORANDUM TWELVE **MANILA WATER SUPPLY**

With regard to the Metropolitan Waterworks and Sewerage System (MWSS), Manila, Philippines for the Manila Water Supply I and Manila Water Supply II projects, it is agreed that to the extent that DCCD Engineering Corporation signs and seals construction plans and drawings for the benefit of YOU, that for purposes of this insurance, the signatures and seals appearing on all construction plans and drawings prepared pursuant to contract with the Metropolitan Waterworks and Sewerage System (MWSS) shall be insured "PROFESSIONAL SERVICES" under this policy.

MEMORANDUM THIRTEEN **LIMITED AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE**

In consideration of the premium charged, it is hereby understood and agreed as follows:

1. WE authorize Aon the (“Certificate Issuer”) to issue Certificates of Insurance at YOUR request or direction. It is expressly understood and agreed that, subject to Paragraph (2) below, any Certificate of Insurance so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of US, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any Certificate of Insurance on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.

2. Notwithstanding Paragraph (1) above, such Certificates of Insurance as are authorized under this endorsement may provide that in the event WE cancel or non-renew this Policy or in the event of a Material Change to this Policy, WE shall mail written notice of such cancellation, non-renewal, or Material Change to such Certificate Holder 30 days prior to the effective date of cancellation, non-renewal, or a Material Change, but 10 days prior to the effective date of cancellation in the event YOU have failed to pay a premium when

due. YOU shall provide written notice to US of all such Certificate Holders, if any, specified in each Certificate of Insurance (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, and (iii) within 10 days of receipt of a written request from US. Underwriters' obligation to mail notice of cancellation, non-renewal, or a Material Change as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Assured has provided the foregoing written notice to the Underwriters.

3. It is further understood and agreed that OUR authorization of the Certificate Issuer under this memorandum is limited solely to the issuance of Certificates of Insurance and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for US or bind US for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any Certificate of Insurance pursuant to this memorandum

4. As used in this memorandum:

   (i) Certificate of Insurance means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy YOUR contractual obligation.

   (ii) Material Change means an endorsement or memorandum to or amendment of this Policy after issuance of this Policy by US that restricts the coverage afforded to YOU.

MEMORANDUM FOURTEEN DESIGN BUILD

It is hereby understood and agreed that on Projects for which the NAMED ASSURED, a subsidiary of the NAMED ASSURED, a subcontractor to the NAMED ASSURED, an entity under common ownership, or an entity that owns the NAMED ASSURED, performs PROFESSIONAL SERVICES and construction, erection, fabrication, installation, assembly, manufacture, or the supply of equipment or materials incorporated therein, the following Extensions and Exclusions shall apply.

1. Mitigation of Loss Extension
   This Policy is extended to indemnify YOU in respect of reasonable costs and expenses necessarily incurred in respect of any action taken prior to hand-over of the contract, excess of the Self-Insured Retention, to mitigate a loss or potential loss arising out of an act, error or omission which otherwise would have been the subject of a CLAIM under this Policy.

   The onus of proving a claim under this memorandum shall be upon YOU who will be obliged:

   a. to give written notice to US during the Policy period of the intention to take actions that will incur such reasonable costs and expenses excess of the Self-Insured Retention, and
   b. to obtain written agreement from US prior to incurring such reasonable costs and expenses, payment of which shall be at OUR sole discretion.

   However, this extension shall not apply to contracts where YOU are the ultimate owner of the building and/or facility, unless specifically agreed by US.

2. Provided however this Policy shall not cover any CLAIM based upon or arising out of:

   a. the acquisition of any real estate or the securing of financing for the acquisition of any real estate;

RLA-17478 **R-25-7-404**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	07/24/2025
Requested By:	Ben Friend, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the necessary right-of-way, slope, and construction easement acquisitions on two (2) tracts of land for the widening of Bakertown Road between Schaad Road and Ball Road.
(Engineering and Public Works)

Attachments

Resolution

Acquisition table, ROW, & Easements

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING THE NECESSARY RIGHT-OF-WAY, SLOPE, AND CONSTRUCTION EASEMENT ACQUISITIONS ON TWO (2) TRACTS OF LAND FOR THE WIDENING OF BAKERTOWN ROAD BETWEEN SCHAAD ROAD AND BALL ROAD.

RESOLUTION: **R-25-7-404**

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 has determined the need to widen Bakertown Road between Schaad Road and Ball Road (the "Project"); and

WHEREAS, in furtherance of the Project, the Knox County Commission's approval of the acquisition of slope and construction easements and/or right-of-way on two (2) tracts is necessary.

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

The Commission of Knox County hereby approves and authorizes Knox County to acquire the necessary slope easements, construction easements and right-of-way on two (2) tracts of land for the widening of Bakertown Road between Schaad Road and Ball Road as identified and outlined in the plans prepared by LDA Engineering, a copy of which is attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, that the use of eminent domain to acquire said easements and right-of-way is hereby authorized if necessary.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all documents which may be necessary to acquire right-of-way and the easements on the identified tracts for the Project, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that the Knox County Commission understands that this Resolution authorizes the acquisition of slope easements, construction easements, and right-of-way on two (2) tracts of land for the Project and that the area to be acquired is subject to change and any such change shall not require the approval of the Knox County Commission. It shall only be necessary for the Knox County Commission to approve easement and/or right-of-way acquisitions on any additional tracts not already identified on the plans attached hereto and approved herein.

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

R.O.W. ACQUISITION TABLE

TRACT NO.	PROPERTY OWNERS	COUNTY RECORDS				TOTAL AREA (ACRES)			AREA TO BE ACQUIRED (ACRES)			AREA REMAINING (ACRES)		EASEMENT (ACRES)			
		TAX MAP NO.	PARCEL NO.	DEED DOCUMENT REFERENCE		LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	LEFT	RIGHT	PERMANENT DRAINAGE	SLOPE	CONSTRUCTION Ⓐ	AIR RIGHTS
				BOOK	PAGE												
5	LKM PROPERTIES, L.P.	091	256.03	20241218	322229		3.820	3.820		322 S.F.	322 S.F.		3.813		456 S.F.	2651 S.F.	
6	VICTOR R. DEFENDERFER JR, UNMARRIED	091	148.00	20060801	9109		4.890	4.890		1053 S.F.	1053 S.F.		4.866		789 S.F.	0.130	
~~7~~	~~DEBORAH D PACE AND HUSBAND, JOHN H PACE~~	~~091~~	~~205.02~~	~~20050104~~	~~53228~~	~~32.560~~		~~32.560~~				~~32.560~~					
~~8~~	~~JOHN PACE AND WIFE, DEBBIE PACE~~	~~091~~	~~205.04~~	~~20040319~~	~~86863~~	~~1.600~~		~~1.600~~				~~1.600~~					
~~9~~	~~GARY M. EDSELL AND WIFE, AMANDA M EDSELL~~	~~091~~	~~144.00~~	~~20160217~~	~~47609~~	~~0.730~~		~~0.730~~				~~0.730~~					
~~10~~	~~DUSTIN COMSTOCK, UNMARRIED~~	~~091~~	~~145.00~~	~~20210810~~	~~11345~~	~~0.590~~		~~0.590~~				~~0.590~~					
~~11~~	~~BT CROSSING, LLC~~	~~091~~	~~146.00~~	~~20240205~~	~~40873~~	~~0.600~~		~~0.600~~				~~0.600~~					
~~12~~	~~BT CROSSING, LLC~~	~~091~~	~~147.00~~	~~20240205~~	~~40873~~	~~0.510~~		~~0.510~~				~~0.510~~					
ACQUISITION TOTALS (ACRES)										1375 S.F.					1245 S.F.	0.191	

Ⓐ FOR WORKING ROOM

PROPERTY MAP LEGEND

- PRESENT R.O.W.
- PRESENT & PROPOSED R.O.W.
- PROPOSED R.O.W.
- SLOPE EASEMENT
- CONSTRUCTION EASEMENT

DISTURBED AREA

IN BETWEEN SLOPE LINES	0.321	(AC)
10' WIDE STRIP FOR WORKING AREA (OUTSIDE SLOPE LINES)	0.209	(AC)
TOTAL DISTURBED AREA	0.530	(AC)

LDA ENGINEERING

REV	DATE	REVISION DESCRIPTION

BAKERTOWN ROAD
REALIGNMENT AND WIDENING
KNOX COUNTY, TENNESSEE

R.O.W. PLANS

PROJECT NUMBER: KCE402

DATE: JUNE 2025	SCALE:
DRAWN BY: JCE	DESIGNED BY: JCE

SHEET TITLE:

RIGHT-OF-WAY ACQUISITION TABLE AND LEGEND

SHEET 3A

(9) MAP 091, PARCEL 144.00
GARY M. EDSELL AND
WIFE, AMANDA M EDSELL
INSTRUMENT NO.
20160217-0047609
R.O.K.C.TN.
3309 BAKERTOWN RD

(10) MAP 091, PARCEL 145.00
DUSTIN COMSTOCK, UNMARRIED
INSTRUMENT NO.
20210810-0011345
R.O.K.C.TN.
3307 BAKERTOWN RD

(11) MAP 091, PARCEL 146.00
BT CROSSING, LLC
INSTRUMENT NO.
20240205-0040873
"TRACT 2"
R.O.K.C.TN.
3305 BAKERTOWN RD

(12) MAP 091, PARCEL 147.00
BT CROSSING, LLC
INSTRUMENT NO.
20240205-0040873
"TRACT 1"
R.O.K.C.TN.
3305 BAKERTOWN RD

(7) MAP 091, PARCEL 205.02
DEBORAH D PACE AND HUSBAND, JOHN H PACE
INSTRUMENT NO. 20050104-0053228
INSTRUMENT NO. 20040319-0086863
DEED BOOK 2093, PAGE 574
DEED BOOK 2054, PAGE 775,
DEED BOOK 1828, PAGE 238
R.O.K.C.TN.
3229 BAKERTOWN RD

(8) MAP 091, PARCEL 205.04
JOHN PACE AND WIFE,
DEBBIE PACE
INSTRUMENT NO.
20040319-0086863
ALSO DESCRIBED IN:
INSTRUMENT NO.
20041116-0040874
R.O.K.C.TN.
3325 BAKERTOWN RD

(5) MAP 091, PARCEL 256.03
LKM PROPERTIES, L.P.
INSTRUMENT NO. 20241218-0322229
AS DESCRIBED IN:
INSTRUMENT NO. 20241218-0032228
"LOT 1R"
R.O.K.C.TN.
5981 SCHAAD ROAD

(6) MAP 091, PARCEL 148.00
VICTOR R. DEFENDERFER JR, UNMARRIED
INSTRUMENT NO. 20060801-0009109
R.O.K.C.TN.
3320 BAKERTOWN ROAD

BEGIN PROJECT
BEGIN SIDEWALK,
CURB & GUTTER
STA. 28+05.80
N 601607.2532
E 2535669.1105

END PROJECT
STA. 36+71.88
N 602181.2629
E 2535041.2605

SCHAAD ROAD
BAKERTOWN ROAD
PRES. & PROP. R.O.W.
PRES. R.O.W.
PROP. R.O.W.
CONST. ESMT.
SLOPE ESMT.
30
35

NOTE: ALL CONSTRUCTION EASEMENTS ARE 10' OFFSET FROM THE SLOPE LINES, UNLESS LABELED OTHERWISE.

0 60 120
SCALE: 1" = 60'

LDA ENGINEERING

REV	DATE	REVISION DESCRIPTION

BAKERTOWN ROAD
REALIGNMENT AND WIDENING
KNOX COUNTY, TENNESSEE

R.O.W. PLANS

PROJECT NUMBER: KCE402	
DATE: JUNE 2025	SCALE:
DRAWN BY: JCE	DESIGNED BY: JCE

SHEET TITLE:

PROPERTY MAP

SHEET 3B

RLA-17479 **R-25-7-405**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	07/24/2025
Requested By:	Ben Friend, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an engineering design contract in the amount of $95,000.00 with LDA Engineering for the Johnson Road Widening and Realignment Project. *(Engineering and Public Works)*

Attachments

Resolution

Johnson Rd Proposal

Johson Rd Terms

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN ENGINEERING DESIGN CONTRACT IN THE AMOUNT OF $95,000.00 WITH LDA ENGINEERING FOR THE JOHNSON ROAD WIDENING AND REALIGNMENT PROJECT.

RESOLUTION: **R-25-7-405**

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 Johnson Road Widening and Realignment Project (the "Project"); and

WHEREAS, in furtherance of the Project, Knox County desires to enter into a contract with LDA Engineering in the amount of $95,000.00 to provide professional engineering design and surveying 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 LDA Engineering for the Johnson Road Widening and Realignment 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 LDA Engineering for the Johnson Road Widening and Realignment Project shall be executed subject to such amendment or action not affecting the substantive provisions of the proposal 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

LDA ENGINEERING

June 25, 2025

Mr. Ben A. Friend, P.E.
Civil Engineering Manager
Knox County Engineering and Public Works
205 West Baxter Avenue
Knoxville, Tennessee 37917

Reference: Proposal for Professional Services
Johnson Road Realignment and Widening

Dear Ben,

LDA appreciates the opportunity to work with Knox County Engineering on this project. Below is our proposal to provide engineering and surveying services.

PROJECT DESCRIPTION

The Johnson Road Realignment and Widening project consists of the reconstruction and widening of approximately 800 feet of two-lane roadway, from 900 feet north of Schaad Road to 1,600 feet south of Ball Road. The existing roadway in this section is not wide enough to allow two vehicles to pass each other in opposite directions.

The desired typical section is two 10' lanes with 2' paved shoulders. The minimum typical section is two 9' lanes with 1' paved shoulders. Both sections will be evaluated during preliminary design.

Most of the project site is in the 100-year floodplain, and some of it is within the floodway of Grassy Creek. Environmental and permitting concerns will be balanced with the most favorable roadway alignment. For example, placing fill material will be prohibited in the floodway, and will need to be limited and/or mitigated in the floodplain. The goal is to submit a No-Rise Certification to FEMA, rather than a Conditional Letter of Map Revision.

SCOPE OF SERVICES

1. Survey and Base Mapping

    a. Conduct a field survey along the corridor to include roadways, water bodies, drainage pipes and structures, sidewalks, driveways, buildings, utilities, trees, walls, fences, signs, property corners, right-of-way markers, and any other notable features. Topographic data will be collected with sufficient detail to depict contours at 1-foot intervals.
    b. Compile all available KGIS data for the project site and vicinity.
    c. Integrate KGIS and field data to create comprehensive base mapping.
    d. Research deeds and plats to establish existing right-of-way, property lines, and close parcel boundaries.

2. Engineering and Design

    a. Prepare construction plans, specifications, and cost estimates (PS&E) for the project as described above. Quantities tables and cost estimates will utilize TDOT pay item numbers.
    b. Submit PS&E for review and comment at 30%, 60%, and Final. Incorporate review comments into final construction documents.
    c. Coordinate with utilities (KUB, telecom, etc.) and property owners to minimize conflicts and plan for relocations. Utility owners will provide relocation plans, if necessary.
    d. Construction Plans will include the following components/sheets:
        i. Typical sections and notes
        ii. Property maps and acquisition table
        iii. Roadway geometry and grading
        iv. Drainage modeling and improvements – culvert upsizing or replacement, roadside ditch conveyance, rerouting of runoff, etc.
        v. Signing and pavement markings plan
        vi. Traffic control and detour plan
        vii. Erosion Prevention and Sediment Control plan
        viii. Roadway cross sections at 50' intervals and at critical locations
    e. TDOT Standard Drawings and Specs will be the governing guidelines for engineering and design. Other standards may include ADA, MUTCD, AASHTO, and FHWA publications.

3. Permitting

    a. TDEC – NPDES General Permit for Storm Water Discharges – this is not included in the scope of work because the total disturbed area looks to be less than one acre.
    b. FEMA – Prepare a No-Rise Certification for floodplain encroachment. This includes all required survey to obtain stream cross sections and any other incidentals required for the No-Rise approval. If a CLOMR becomes necessary, we'll revise the scope at that time.

4. Pre-Construction and Bidding

    a. Draft the Bid Advertisement
    b. Prepare bid documents and technical specifications (Project Manual)
    c. Attend the pre-bid meeting and respond to bidders' questions
    d. Prepare addenda to the original bid documents, if required
    e. Attend the bid opening
    f. Review the bids and prepare the bid tabulation

EXCLUDED SERVICES

Although not a complete list of services to be excluded from this proposal, the following services are specifically excluded.

- Geotechnical engineering (use standard pavement design for local/collector roads)
- Lighting design
- Landscape design
- Right-of-way acquisition, appraisals, and appraisal review
- Legal descriptions (assumes all improvements will be within existing right-of-way)
- Construction engineering and inspection

PROJECT FEES

The estimated fees associated with each task are listed below. A detailed record of time and expenses will be kept using these budgets, and LDA will bill lump sum monthly, based on percent complete for each task. If the scope of services changes and requires a budget amendment, a revised proposal or supplement request will be submitted for approval.

Task 1: Survey and Base Mapping	$ 14,000.
Task 2: Engineering and Design	$ 55,000.
Task 3: Permitting (No-Rise Certification)	$ 22,000.
Task 4: Pre-Construction and Bidding	$ 4,000.
Total	**$ 95,000.**

This proposal is subject to the attached EJCDC Standard Form E-520, Short Form of Agreement Between Owner and Engineer for Professional Services. If all conditions of this proposal are acceptable, please sign below for authorization to proceed. Thank you again for this opportunity.

Respectfully,

Jason C. Elliott, P.E.
Principal / Engineer

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

By: _____ Date: _____

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____
("Effective Date") between

Knox County, Tennessee ("Owner")

and

LDA Engineering ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Johnson Road Realignment and Widening ("Project").

Engineer's Services under this Agreement are generally identified as follows:

See attached Proposal for Professional Services

[Describe scope of services, or refer to an attachment. See Exhibit A, EJCDC E-500, for an example of a full scope of engineering services.]

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.

B. Engineer shall complete its services within a reasonable time, or within the following specific time period: *It is estimated that all services as currently outlined will be completed within approximately nine months from the notice to proceed. This assumes all proposed improvements will be within existing right-of-way and that property/easement acquisition will not be required.*

C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding N/A months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

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2.01 *Payment Procedures*

A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

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2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services satisfactorily performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by

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others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located. The Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

F. The general conditions for any construction contract documents prepared hereunder are to *conform to the standard language and requirements of projects that are administered by Knox County Engineering and Public Works, unless the parties agree otherwise.*

G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and

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without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; and (3) such limited license to Owner shall not create any rights in third parties.

H. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from all claims, costs, losses, and damages arising out of or relating to this Agreement, any Task Order, or any specific project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

I. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

J. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

K. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the lump sum budgets as outlined in the Proposal for Professional Services dated December 6, 2024.

2. The total compensation for services and reimbursable expenses is estimated to be $95,000.00.

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:	ENGINEER:
By: _____	By: Jim C. Elliott
Title: Knox County Mayor	Title: Principal
Date Signed: _____	Date Signed: 06-27-2025
	Engineer License or Firm's Certificate Number: 0650
	State of: Tennessee
Address for giving notices:	Address for giving notices:
205 W. Baxter Ave.	110 Tyson Blvd., Suite 200
Knoxville, TN 37917	Alcoa, TN 37701
ATTN: Ben Friend	

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RLA-17480 **R-25-7-406**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	07/24/2025
Requested By:	Ben Friend, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the necessary right-of-way acquisitions on two (2) tracts of land for the construction of two (2) turnarounds on Lobetti Road.
(Engineering and Public Works)

Attachments

Resolution

ROW Acquisition table and details

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING THE NECESSARY RIGHT-OF-WAY ACQUISITIONS ON TWO (2) TRACTS OF LAND FOR THE CONSTRUCTION OF TWO (2) TURNAROUNDS ON LOBETTI ROAD.

RESOLUTION: **R-25-7-406**

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 has determined the need to construct two (2) turnarounds on Lobetti Road (the "Project"); and

WHEREAS, in furtherance of the Project, the Knox County Commission's approval of the acquisition of right-of-way on two (2) tracts of land is necessary.

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

The Commission of Knox County hereby approves and authorizes Knox County to acquire right-of-way on two (2) tracts of land for the construction of two (2) turnarounds on Lobetti Road, as identified on the plans attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, that the use of eminent domain to acquire said right-of-way is hereby authorized if necessary.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all documents which may be necessary to acquire right-of-way on the identified tracts for the Project, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that the Knox County Commission understands that this Resolution authorizes the acquisition of right-of-way on two (2) tracts of land for the Project and that the area to be acquired is subject to change and any such change shall not require the approval of the Knox County Commission. It shall only be necessary for the Knox County Commission to approve easement and/or right-of-way acquisitions on any additional tracts not already identified on the plans attached hereto and approved herein.

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

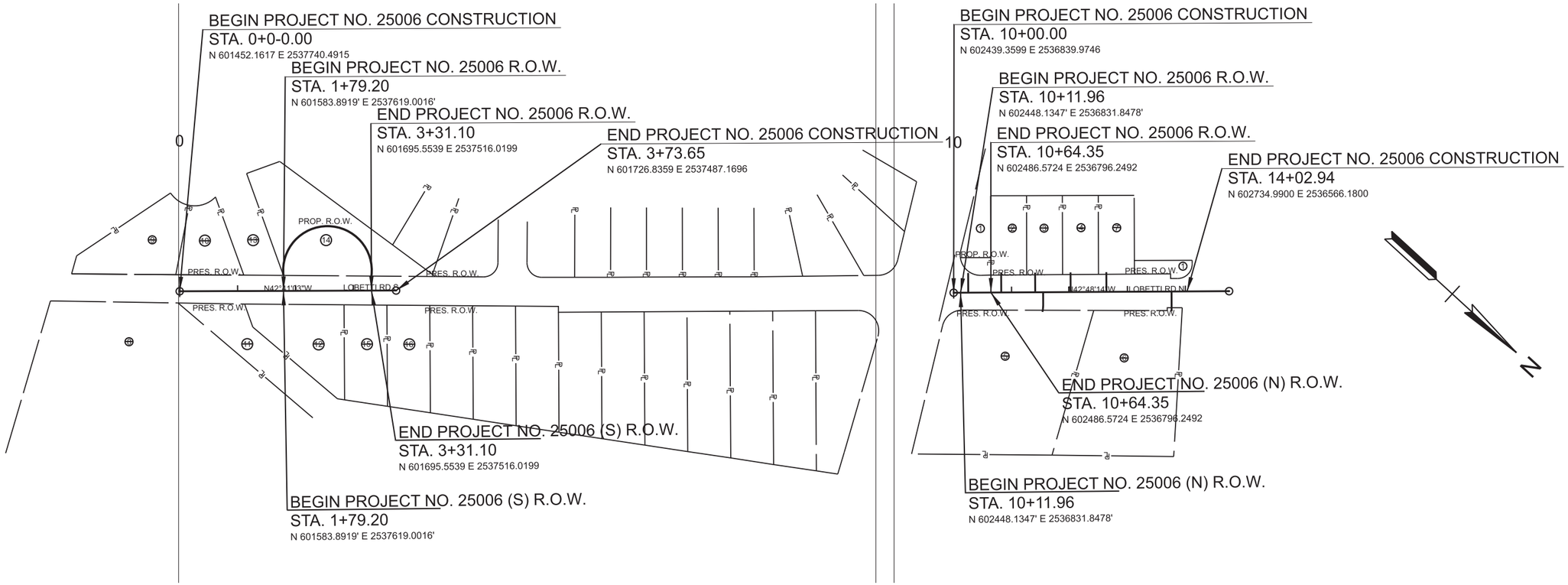
Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2025	25006	3A



R.O.W. ACQUISITION TABLE

TRACT NO.	PROPERTY OWNERS	COUNTY RECORDS				TOTAL AREA (ACRES)			AREA TO BE ACQUIRED (ACRES)			AREA REMAINING (ACRES)		EASEMENT (SQUARE FEET)				
		TAX MAP NO.	PARCEL NO.	DEED DOCUMENT REFERENCE		LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	LEFT	RIGHT	PERM DRAINAGE	SLOPE	CONST	AIR RIGHTS	PERM RAILROAD
				BOOK	PAGE													
1	CARA CADE HOMEOWNERS ASSOCIATION	091FA	035	20221013	0023098	1.356		1.356	1345 S.F.		1345 S.F.	1.325						
~~2~~	~~WORLEY BUILDERS INC~~	~~091FA~~	~~034~~	~~NA~~	~~NA~~	~~0.195~~		~~0.195~~				~~0.195~~						
~~3~~	~~ABBASI ASIF & ZEBA & FATIMA ASIF ABBASI~~	~~091FA~~	~~033~~	~~NA~~	~~NA~~	~~0.194~~		~~0.194~~				~~0.194~~						
~~4~~	~~JACK R. QUINBY, III AND MARCIA P. QUINBY~~	~~091FA~~	~~032~~	~~20240409~~	~~0049677~~	~~0.194~~		~~0.194~~				~~0.194~~						
~~5~~	~~DUNAWAY LP & RUTH LF ESTATE GARD CONNIE L. AND DANIEL REM~~	~~091~~	~~159.04~~	~~NA~~	~~NA~~		~~1.430~~	~~1.430~~					~~1.430~~					
~~6~~	~~CONNIE D. AND DANIEL L. GARD~~	~~091~~	~~159.05~~	~~20200421~~	~~0048031~~		~~1.050~~	~~1.050~~					~~1.050~~					
~~7~~	~~KIMBERLY M. ANDERSON~~	~~091FA~~	~~031~~	~~20240402~~	~~0048293~~	~~0.194~~		~~0.194~~				~~0.194~~						
~~8~~	~~WILLIAM C. & JULIA G. HOPPE~~	~~091~~	~~202.02~~	~~20200914~~	~~0021524~~		~~9.730~~	~~9.730~~					~~9.730~~					
~~9~~	~~RUSSELL W. HARPER~~	~~091FB~~	~~016~~	~~20230630~~	~~0069982~~	~~0.386~~		~~0.386~~				~~0.386~~						
~~10~~	~~KRISTINA L. SIMS~~	~~091FB~~	~~015~~	~~20220816~~	~~00166^0~~	~~0.235~~		~~0.235~~				~~0.235~~						
~~11~~	~~JOHN CENC~~	~~091~~	~~202.0^~~	~~20200910~~	~~0020486~~		~~12.670~~	~~12.670~~					~~12.670~~					
~~12~~	~~KENNETH L. & KATHERINE C. JINRIGHT~~	~~091FB~~	~~007~~	~~20231121~~	~~0026348~~		~~0.365~~	~~0.365~~					~~0.365~~					
~~13~~	~~JORDAN A. BAYLESS & CARA E. COURTNEY-BAYLESS~~	~~091FB~~	~~014~~	~~20220802~~	~~0007690~~	~~0.250~~		~~0.250~~				~~0.250~~						
14	WORLEY BUILDERS INC	091FB	057	20201216	0049136	0.723		0.723	0.243		0.243	0.480						
~~15~~	~~KEVIN K. & JANELL N. WHITE~~	~~091FB~~	~~006~~	~~20231214~~	~~0029870~~		~~0.287~~	~~0.287~~					~~0.287~~					
~~16~~	~~WILLIAM C. & MARY E. HOLMES~~	~~091FB~~	~~005~~	~~20240312~~	~~0043643~~		~~0.305~~	~~0.305~~					~~0.305~~					
ACQUISITION TOTALS (ACRES)										0.274								

R.O.W. ACQUISITION TABLE

DISTURBED AREA		
IN BETWEEN SLOPE LINES	0.610	(AC)
15 FOOT WIDE STRIP (OUT SIDE SLOPE LINES)	0.520	(AC)
TOTAL DISTURBED AREA	1.130	(AC)
TOTAL PROJECT AREA	2.260	(AC)

SEALED BY

COORDINATES ARE NAD 83(2011), ARE DATUM ADJUSTED BY THE FACTOR OF 1.000 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEOID 18.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

PROPERTY MAP
AND
RIGHT-OF-WAY
ACQUISITION
TABLE

SCALE: 1" = 100'

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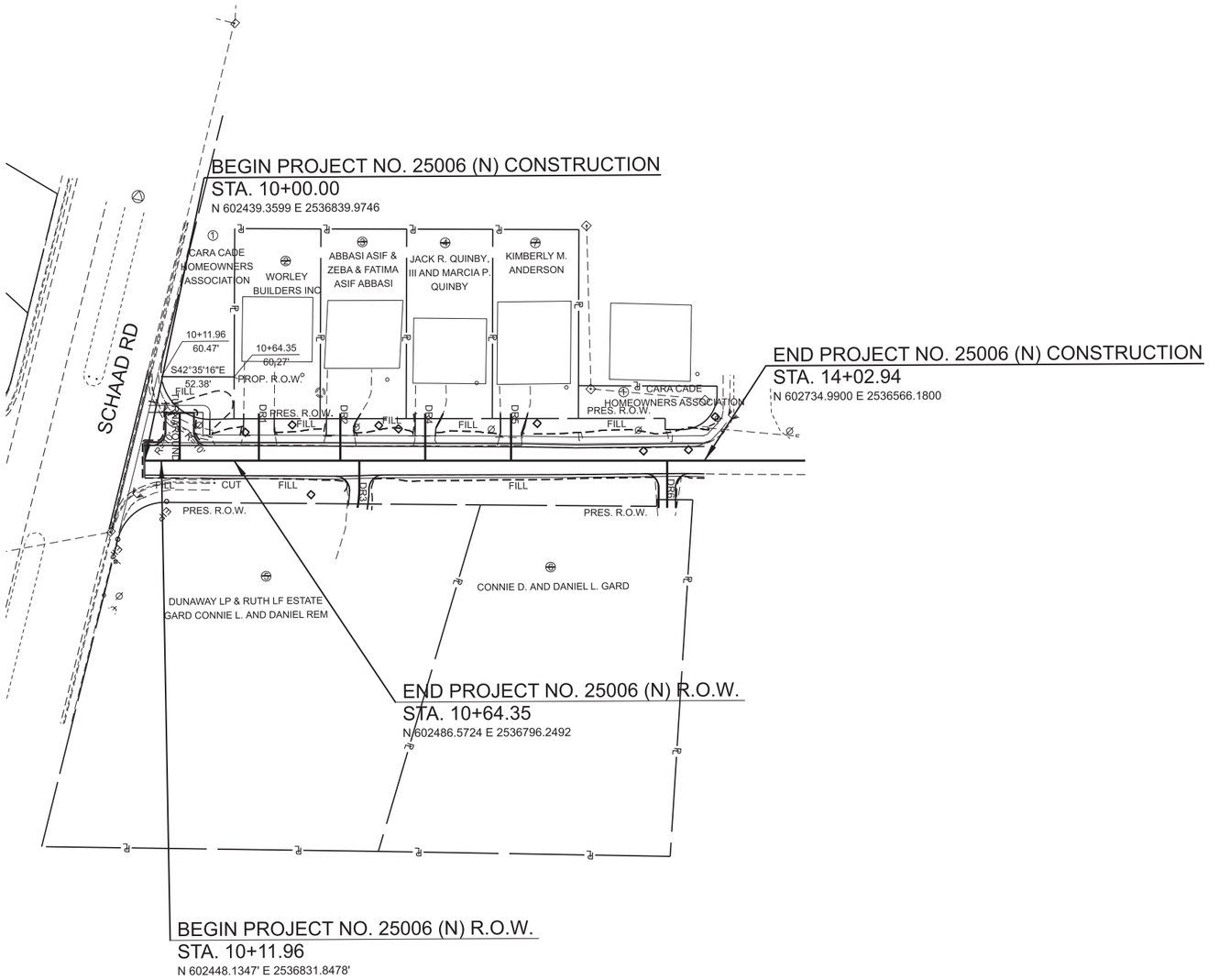
TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2025	25006	4A



SEALED BY

COORDINATES ARE NAD 83(2011), ARE DATUM ADJUSTED BY THE FACTOR OF 1.000 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEOID 18.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

RIGHT-OF-WAY DETAILS

STA. 9+00.00 TO STA. 21+00.00
SCALE: 1" = 50'

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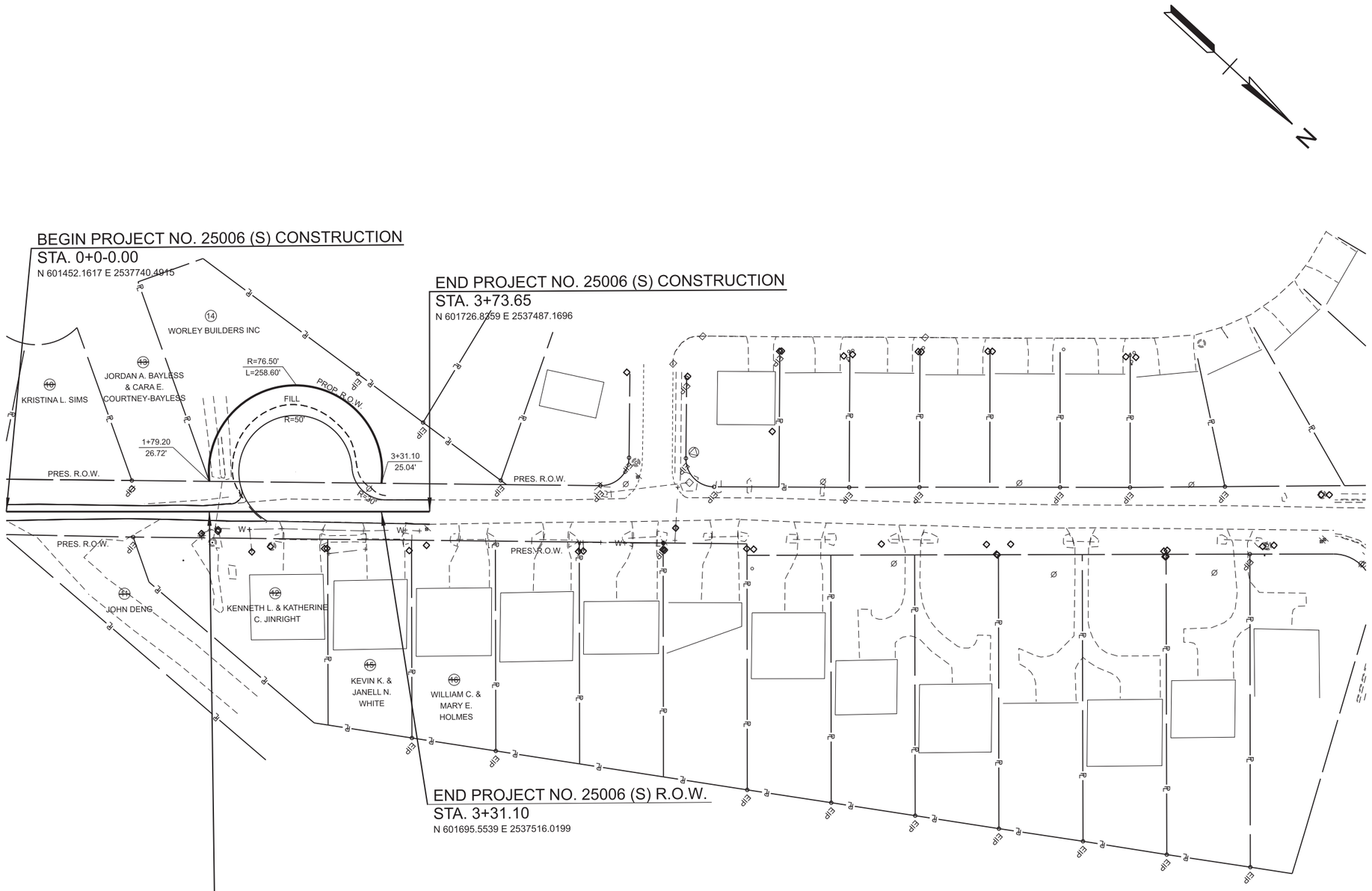
TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2025	25006	5A



SEALED BY

COORDINATES ARE NAD 83(2011), ARE DATUM ADJUSTED BY THE FACTOR OF 1.000 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEOID 18.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

RIGHT-OF-WAY DETAILS

STA. 0+00.00 TO STA. 12+00.00
SCALE: 1" = 50'

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RLA-17503 **R-25-7-407**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	07/24/2025
Requested By:	Ben Friend, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an engineering design contract in the amount of $231,000.00 with Cannon & Cannon, Inc. for the Powell High School Greenway 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 $231,000.00 WITH CANNON & CANNON, INC. FOR THE POWELL HIGH SCHOOL GREENWAY PROJECT.

RESOLUTION: R-25-7-407

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 desires to have a contractor provide Professional Engineering Consultant Services for the Powell High School Greenway Project; and

WHEREAS, the Knox County Procurement Division issued a solicitation for Letters of Interest and a Request for Qualifications for the purpose of finding a qualified contractor to provide the Professional Engineering Consultant Services; and

WHEREAS, the response of Cannon & Cannon, Inc. to the Letters of Interest and Request for Qualifications was determined to be the most responsible and responsive submittal meeting the specifications and needs of Knox County; and

WHEREAS, the proposed contract with Cannon & Cannon, Inc. is in the amount of $231,000.00 and is effective beginning August 1, 2025 and ends upon completion of the services, as further detailed in the attached contract; and

WHEREAS, Cannon & Cannon, Inc. has the necessary experience, qualifications, and expertise to perform the services for Knox County.

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

The contract with Cannon & Cannon, Inc. for the provision of Professional Engineering Consultant Services for the Powell High School Greenway 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 contract with Cannon & Cannon, Inc. for the provision of Professional Engineering Consultant Services for the Powell High School Greenway 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

Knox County Government

and

Cannon & Cannon, Inc.

This Contract, made and entered into this _____day of _____, 2025 between Knox County Government, hereinafter referred to as "County" and Cannon & Cannon, Inc., hereinafter referred to as "Contractor".

Whereas, County requested solicitations for Professional Engineering Consultant Services for the Powell High School Greenway (Solicitation #3630) and;

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

Whereas, Contractor agrees and undertakes to provide said services for County, as set forth in the Request for Qualifications (Solicitation #3630), and at the price quoted for said services by Contractor in their Scope of Services (Attachment E). Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by this document and attachments hereto.

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 upon completion of the services listed in the Contractor's Scope of Services (Attachment E) unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. Knox County reserves the right to obtain these 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 Contractor.

2. Payment. County shall pay Contractor the amount as agreed upon per the Contractor's Scope of Services (Attachment E) 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 Knox County.

3. Invoicing and reporting requirements. Contractor shall invoice Knox County per the payment terms outlined the Contractor's Scope of Services (Attachment E). Invoices shall be sent to the following:

Knox County Engineering and Public Works
205 W. Baxter Avenue
Knoxville, TN 37917

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

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least thirty (30) calendar 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 the County for Professional Engineering Consultant Services for the Powell High School Greenway 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.

6. Independent contractor. Contractor acknowledges that Contractor and 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 Professional Engineering Consultant Services for the Powell High School Greenway, 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. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

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 or 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.

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, suppliers, agents or employees or due to any negligent act, occurrence, or omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render the Professional Engineering Consultant Services for the Powell High School Greenway in accordance with Request for Qualifications and the Contractor's Scope of Services (Attachment E).

16. 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.

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

18. 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. Letter of Interest – Solicitation #3630 and Addendum I
B. Contractor's Response to Letter of Interest – Solicitation #3630
C. Request for Qualifications – Solicitation #3630
D. Contractor's Response to Request for Qualifications – Solicitation #3630
E. Contractor's Scope of Services

In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) this Contract, (2) Attachment C, (3) Attachment D, (4) Attachment E.

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 copy on the day and year first above written.

Knox County Government

by: _____
Glenn Jacobs
Knox County Mayor

Cannon & Cannon, Inc.

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

Date: _____

Attachment A

Letter of Interest
Solicitation #3630 and Addendum I

The Procurement Division of Knox County, Tennessee will receive sealed Letters of Interest (LOI) and Request for Qualifications (RFQ) for **Professional Engineering Consultant Services** as specified herein. LOIs must be received by **2:00 p.m.** on **March 11, 2025**. Late submittals will neither be considered nor returned.

Deliver LOIs To:

Solicitation Number 3630
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

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

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Questions may be emailed to brian.hubbs@knoxcounty.org. If you haven't heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please file your report online at 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.

1.3 **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 the 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 agreementin 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, Business Outreach Administrator
Knox County Procurement
Telephone: 865-215-5760
Fax: 865-215-5778
Email: diane.woods@knoxcounty.org

1.4 **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 closing of this solicitation. .

1.5 **COPIES:** Knox County **requires** that LOIs being submitted be one (1) marked original and three (3) exact copies. An electronic copy on CD/flash-drive, in one (1) complete file, is also required.

1.6 **DECLARATIVE STATEMENT:** 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 LOI being deemed non-responsive and disqualified.

1.7 **ELECTRONICALLY SUBMIT RESPONSE:** Due to the nature of this solicitation, the Knox County Procurement Division **will not** accept electronically submitted responses. A hard copy response must be submitted with one (1) marked original and three (3) exact copies. An electronic copy on CD/flash-drive, in one (1) complete file, is also required. Email and facsimile submissions are strictly prohibited.

1.8 **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.

1.9 **INCURRED COSTS:** Knox County will not be liable in any way for costs incurred by any respondent in the preparation and submission of its LOI in response to this solicitation, nor for the presentation of its qualifications and/or participation in any required meetings, discussions or negotiations. If any oral presentations are required, Knox County advises vendors to be thorough and complete in submission of information.

1.10 **LOI DELIVERY:** All LOIs must be submitted in hard copy to the address listed in the solicitation. Knox County requires vendors, when hand delivering LOIs, 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 addressees 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.

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.

1.11 **NO CONTACT POLICY:** After the date and time the firm receives this solicitation, any contact initiated by any firm with any Knox County representative, other than the Procurement Division representative listed herein, concerning this LOI **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the firm from this process. If the firm is found in violation of this section for any reason, it could result in debarment from Knox County's bidders' list for twenty-four (24) months.

1.12 **NON-COLLUSION:** Vendors, by submitting a signed LOI, certify that the accompanying submittal 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.

1.13 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Respondents are cautioned that all documents submitted on behalf of this LOI shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

1.14 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that LOIs be submitted on paper and shall:

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

1.15 **SIGNING OF SUBMITTALS: In order to be considered all Submittals must be signed. Please sign the original in blue ink.** By signing the response document, the respondent acknowledges and accepts the term andconditions stated in the LOI document. It is suggested that mailed LOIs be sent by certified or registered mail with return receipt requested or LOIs sent via common carrier include tracking and delivery confirmation.

1.16 **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.

1.17 **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 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.

1.18 **VENDOR REGISTRATION:** Prior to the closing of this solicitation, ***ALL INTERESTED FIRMS*** 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." All interested firms must be registered with the Procurement Division **prior** to submitting their response.

1.19 **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 SCOPE OF WORK

2.1 **SCOPE OF WORK:** Knox County, an Equal Opportunity Employer, is seeking to retain the services of a professional engineering consultant to prepare plans and permits for the construction of a new greenway and pedestrian bridge to serve the Powell High School area. The proposed greenway would extend from Powell Drive along Brickyard Road to W. Emory Road where it continues west connecting with the existing pedestrian facility in front of Powell High School. This work may be funded in part by the Transportation Alternatives Program Grant (TAP). The professional engineering consulting firm **must** be on TDOT's preapproved list. Responsibilities of the professional engineering consultant include but are not limited to 1) environmental documentation, 2) preparation of engineering design plans based on preliminary conceptual layouts, 3) preparation of engineering construction plans, 4) acquisition of necessary permits, 5) construction bidding assistance and 6) responding to construction Requests for Information (RFI's).

State Project Number: 47LPLM-F3-225
Federal Project Number: TAP-4700(68)
Project Pin: 134645.00

All TDOT design standards and specifications will be followed. This project is subject to the environmental reviews pursuant to the National Environmental Policy Act (NEPA).

All Design Services must be performed in accordance with the latest edition of the TDOT Right of Way Manual and the latest edition of the TDOT Local Government Guidelines for the Management of Federal and State Funded Transportation Projects. Consultant invoicing and payment for services will be administered by Knox County in accordance with TDOT guidelines. Knox County shall be billed on a monthly basis for work completed and accepted by the County and Knox County Engineering and Public Works.

2.2 **AWARD:** Knox County intends to issue a one-time award and lump-sum contract. The Knox County Procurement Division will draft the contract. Knox County will not accept any vendor's contract. Vendors are cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox Countyreserves the right to revoke the award if a pattern of unavailability arises with the vendor.

2.3 **ESTIMATED SCHEDULE:**

1. Question deadline: Prospective respondents may submit questions no later than February 26, 2025 at 4:30 p.m. eastern time. All questions must be emailed to Brian Hubbs at brian.hubbs@knoxcounty.org.
2. Letters of Interest due March 11, 2025 at 2:00 p.m. eastern time.
3. Short list of three (3) firms selected by March 25, 2025.
4. Qualifications of short-listed firms due by April 9, 2025 at 2:00 p.m. eastern time.
5. Final selection of highest ranked firm by April 23, 2025.

2.4 **LETTERS OF INTEREST:** Firms may request consideration by submitting a letter of interest to **Knox County Procurement, 1000 N. Central St., Suite 100, Knoxville, TN 37917**. All letters of interest must be received by **Knox County Procurement** on or before **March 11, 2025 at 2:00 p.m. local time.** The letter of interest shall indicate the scope of services to be completed by any sub-consultants.

2.5 **LETTERS OF INTEREST REQUIREMENTS/EVALUATION:** Firms shall submit letters of interest with firm contact information including name, address and email of primary contact. The letters of interest shall also include:

- **Work experience in required discipline with other government agencies and projects of similar size and scope. Details shall include context and description of contracts. (20 Points)**
- **Demonstrated specialized expertise related to the project. (10 Points)**
- **Demonstrated capabilities of firm including number of employees assigned to the project and TDOT approval letter for projects of this nature of work. (10 Points)**
- **Professional licensure (10 Points)**

From the letters of interest, Knox County will select a minimum of three (3) qualified firms to submit qualifications. A Request for Qualifications document will be sent to these top three (3) qualified firms upon selection. The top ranked consultant will be selected from this list.

2.6 **PRE-QUALIFICATION:** Knox County requires that all consultants being considered are pre-qualified with TDOT. Additional TDOT pre-qualification procedures, pre-qualification forms and current "Standard Procurement Policy for Engineering and Technical Services" are available at this website: www.tennessee.gov/tdot.

2.7 **QUALIFICATIONS EVALUATION:** Knox County will evaluate the top three (3) firms on the following criteria:

- **General Qualifications of Firm (40 Points)**
  - Years in business and years key personnel have performed civil engineering design services.
  - Number of licensed professionals.
  - Capabilities and resources of firm.
  - Number of support personnel and roles.
- **Key Personnel assigned to Project (30 Points)**
  - Resumes of key personnel to work with Knox County.
  - Specific areas of expertise.
  - Availability of personnel to Knox County.
- **Current Projects and Workload (20 Points)**
  - List of current or past projects of similar size and scope.
  - Initial budget and final cost for above project.
  - Start date and final completion date for above projects.
  - Projected workload.
- **Licensure, Insurance and Litigation (10 Points)**
  - Provide evidence of licensure to practice appraisals in the State of Tennessee.
  - Provide evidence of appropriate insurance coverage.
  - Provide information of any litigation in which the firm has been involved within the past five (5) years.

The consultant evaluation committee holds the ability to conduct interviews based on scoring.

Pre-qualification procedures, example letter of interest, list of pre-qualified firms and certified DBEs, TDOT's standard procurement policy, and additional information can be found at the following website: www.tn.gov/tdot/business-redirect/consultantinfo/consultantinfo-forms.html. For information on pre-qualification, please contact Christine Smotherman at (615)741-4460 or Christine.Smotherman@tn.gov.

Evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex, creed or national origin interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women owned firms are encouraged to respond to all advertisements by Knox County. For information on DBE certification, please contact David Neese at (615)741-3681 or David.Neese@tn.gov. Details and instructions for DBE certification can be found at the following website: https://www.tn.gov/tdot/civil-rights/small-business-development-program.html.

Failure to submit any of the above information or any other information requested in this solicitation may result in the response being disqualified.

Attachment B

Contractor's Response to Letter of Interest
Solicitation #3630



Statement of Qualifications | Professional Engineering Services

Knox County Procurement
Letter of Interest for New Greenway and Pedestrian Bridge to
Serve the Powell High School Area

Solicitation Number 3630

CANNON & CANNON INC

Due March 20th, 2025 at 2:00 p.m.

PRESENTED TO

Mr. Brian Hubbs
Knox County Procurement
1000 N. Central St., Suite 100
Knoxville, TN 37917
brian.hubbs@knoxcounty.org

SUBMITTED BY

Mr. Jeff Beckett, PE
Project Manager/Transportation Team Leader
CCI (Cannon & Cannon, Inc.)
10025 Investment Drive, Suite 120
Knoxville, TN 37932
jbeckett@cci-corp.com
865.770.4035

March 20th, 2025 at 2:00 p.m.

Mr. Brian Hubbs
Knox County Procurement
1000 N. Central St., Suite 100
Knoxville, TN 37917
brian.hubbs@knoxcounty.org

PRIMARY CONTACT
Mr. Jeff Beckett, PE
Project Manager/Transportation Team Leader
CCI (Cannon & Cannon, Inc.)
10025 Investment Dr., Suite 120
Knoxville, TN 37932
jbeckett@cci-corp.com
865.770.4035

RE: Letter of Interest for New Greenway and Pedestrian Bridge to Serve the Powell High School Area Solicitation 3630

Dear Mr. Hubbs and Members of the Selection Committee,

Cannon & Cannon, Inc. (CCI) is pleased to submit this Letter of Interest for the Powell High School Greenway and Pedestrian Bridge project. With unlimited TDOT prequalification, nearly 30 years of experience, and extensive work in greenway, pedestrian infrastructure, and civil engineering, we are well-equipped to meet the project's design, permitting, and construction administration needs.

CCI has extensive experience in greenway planning and implementation, with past projects including the First Creek Greenway, Halls Greenway Connector, and Melton Lake Greenway. These projects highlight our ability to develop ADA-compliant, community-focused pedestrian infrastructure that integrates with existing environments.

Additionally, our work in the Powell High School Landing Project, Clinton Hwy Multifamily, and Powell Multi-Family Development demonstrates our deep familiarity with the Powell area's site conditions, permitting requirements, and infrastructure needs. Our local expertise ensures a streamlined approach to design and implementation.

Our team includes experts in transportation, traffic operations, stormwater management, and surveying, ensuring seamless project execution. Led by Jeff Beckett, PE (Project Manager), our key personnel bring specialized experience in pedestrian infrastructure, ADA compliance, and flood mitigation. We are committed to delivering a safe, accessible, and community-enhancing greenway that integrates seamlessly with existing infrastructure.

To further enhance our capabilities, we have partnered with two subconsultants: CEC, Inc., which will provide environmental engineering services, and GEI, which will provide geotechnical engineering services. Their expertise will support a comprehensive and technically sound approach to the project.

We appreciate your consideration and welcome the opportunity to further discuss our qualifications. Please feel free to reach out with any questions.

Warm regards,

Jeff Beckett

Mr. Jeff Beckett, PE
Project Manager/Transportation Team Leader



FIRM QUALIFICATIONS

CCI (Cannon & Cannon, Inc.) is a service-focused firm offering public improvement related engineering and surveying services since 1996. Our firm employs a diverse group of registered professional engineers with expertise in traffic and transportation, site/civil enhancement, stormwater, alternative transportation/pedestrian trails and greenways, utilities (water, wastewater, communications, electric, gas), permitting, and general civil engineering. We offer a complete professional service package for infrastructure design projects.

PREMIER

CONSULTING

ENGINEERS

CCI has a focused mission: ***"Enhancing Community Life by Design."*** Providing quality solutions and practical application of professional engineering services is how we accomplish the mission.

We have an Owner's Perspective to our project approach – a perspective enhanced by our numerous "former owners" that are now in leading roles here at CCI. **We start every project by sitting in your chair first so that project decisions are based on your challenges, needs and goals.**

GEOGRAPHICAL DISTRIBUTION OF PROJECTS ACROSS STATES



29 YEARS OF SERVICE

49 LICENSED PROFESSIONALS

52 SUPPORT PERSONNEL

SERVICES

CIVIL UTILITIES

- Asset Management Planning
- Capital Improvements Planning
- Sewer CMOM and Water System Assessment
- Water & Wastewater Hydraulic Modeling
- Water & Wastewater Master Planning/Studies
- Water Booster/Pump Station Design & Rehabilitation
- Waterline Design
- Water Treatment Facility Design
- Water Loss Assessments
- EPA Lead and Copper Rule
- Wastewater Collection System:
  - Inspection & Assessment
  - Mapping
  - Flow Monitoring Studies
  - Rehabilitation Design
- Wastewater Lift/Pump Station Design
- Wastewater Treatment Facility Design
- Low Pressure Sewer Design
- Permitting
- Natural Gas Distribution Design
- TDOT Utility Relocation Design
- TDOT Utility Coordination and Deconfliction
- Water Sampling

FIBER

- Telecommunications
- Fiber Design
- Backbone Infrastructure & Make-Ready
- Fiber to the Home | FTTH
- Expansion of Existing Networks
- Expertise and Support From Inspection To Completion
- Chapter 86
- Non-Chapter 86
- Deconfliction

ELECTRICAL

- Electric System Modeling
- OH/UG Distribution Line and Transmission Line Design
- DOT Related Relocations
- Deconfliction
- Pole Attachment/Staking
- Permitting
- Arc Flash Studies
- Backup Power Generation and Integration
- Switchgear and MCC designs for Pumping Stations
- Joint Use Make Ready
- EV Charging Stations
- Solar Energy Integration
- Rate Studies
- Joint Use Audits
- Vegetation Conflict Identification
- Electrical Inspections

CIVIL SITE

- Municipal Consulting
- Due Diligence and Conceptual Land Planning
- Regulatory and Property Entitlement Coordination
- Civil Site Design and Permitting Services for:
  - Commercial/Retail/Office
  - Warehouse/Distribution/ Industrial
  - Healthcare/Education/ Government
  - Single Family/Multi Family Residential
  - Recreational/Pedestrian/ Multi Use
  - Low-Impact/Sustainable Design
- Stormwater Compliance Plans/ Permitting/Oversight Consulting
- Detention/Drainage Design
- Flood Studies/HEC-RAS Modeling/ FEMA Coordination
- Erosion Prevention and Sediment Control
- Bidding/Contract Management
- 3rd Party Engineering Plan Review

TRANSPORTATION

- Highways/ Streets/Intersections
- Roundabout Design
- Pedestrian/Sidewalk
- Greenways/Trails
- Roadway Resurfacing
- Stormwater Management
- ADA Improvements

TRAFFIC

- Traffic Studies
- Traffic Signal Design
- Traffic Signal Timing
- Signing and Pavement Marking Design
- Temporary Traffic Control Plans
- Roadway Lighting Design
- ITS/ATMS Design

ENVIRONMENTAL

- Phase I & Phase II Environmental Assessments
- Desktop Environmental Reports
- Soil, Groundwater, and Vapor Investigations
- Site Remediation
- Brownfield Voluntary Agreements
- Class I Landfill Construction Projects
- NEPA Assessment & Compliance
- Spill Prevention, Control and Countermeasures (SPCC) Plans

SURVEY

- Boundary Surveys and Platting
- Topographic Surveys
- Transportation & Utility Surveys
- ALTA/ NSPS Land Title Surveys
- UAV LIDAR Surveys

CONSTRUCTION

- Construction Administration
- Construction Engineering Inspection



Work Experience

Below is a brief overview of related experience:

First Creek Greenway and Pedestrian Bridge Plan

Knoxville, TN | 2024–Ongoing

Cannon & Cannon, Inc. (CCI) is developing construction plans for the First Creek Greenway project, which will extend from Willow Avenue to Fifth Avenue crossing First Creek with a pedestrian bridge. The project, coordinated with the City of Knoxville and Knoxville Utilities Board (KUB), is located on city property, KUB property, or within the public right-of-way. The scope includes a pre-fabricated pedestrian bridge proposed layout, profile, and cross-sections, incorporating ADA guidelines. CCI is conducting a project walk-through and coordination meetings, utilizing existing boundary and topographic survey data to streamline the design process. CCI evaluated four alternative alignments, including construction cost estimates, to assist the city in determining the best approach for implementation.

Public Building Authority – Halls Greenway Connector

Knox County, TN | 2018–Ongoing

CCI developed construction plans and cost estimate for a multi-phase greenway project connecting Clayton Park to the existing greenway along Andersonville Pike. The design includes a shared use path, where a section is located under the existing bridge and is supported by proposed walls. The design also includes sidewalk connections, sidewalk connections, pedestrian signals, and crosswalk improvements. The project is divided into four phases to enhance connectivity and accessibility in the Halls community.

Legacy Parks Foundation Beaver Creek Powell Flood Study

Powell, TN | 2020

The Beaver Creek Kayak Launch No-Rise Analysis evaluated the impact of a proposed kayak launch along Beaver Creek near Powell, Tennessee. Conducted by Cannon & Cannon, Inc. (CCI), the study ensured that the installation of an 18-foot by 14-foot dock with an ADA-compliant gangway did not increase floodwater elevations, complying with FEMA and Knox County regulations. Using HEC-RAS modeling, CCI compared pre- and post-project conditions, confirming that the structure did not cause a rise in 100-year or 500-year flood elevations. The report provided supporting hydrologic and hydraulic analysis, ensuring regulatory compliance for the project's approval.

City of Knoxville First Creek Greenway & Sidewalk Improvements

Knoxville, TN | 2011–2018

Cannon & Cannon, Inc. (CCI) provided engineering design and surveying services for approximately 3,500 feet of greenway and sidewalk construction. The project included ADA-compliant bridges, retaining walls, and adjacent infrastructure modifications. Services included field surveying, NEPA documentation, civil engineering,



City of Knoxville First Creek Greenway & Sidewalk Improvements

hydraulic analysis, and construction engineering inspection (CEI).

City of Oak Ridge Melton Lake Greenway Phase IV

Oak Ridge, TN | 2010–2012

CCI provided surveying, design, and CEI services for the 2-mile extension of the Melton Lake Greenway. The project included ADA-compliant parking, access nodes, observation piers, and environmental coordination. The greenway connects to Haw Ridge Park and integrates with an existing mountain bike trail system.



City of Oak Ridge Melton Lake Greenway Phase IV

Legacy Parks Foundation Powell High School Landing Project

Powell, TN | 2025–Ongoing

Cannon & Cannon, Inc. (CCI) served as a subconsultant to Ross/Fowler for the Legacy Parks Foundation on the Beaver Creek – Powell High School Landing project. CCI's role included conducting a pre- and post-development runoff analysis to demonstrate a net reduction in site runoff, supporting regulatory compliance with Knox County flood requirements. They also developed permit sketches and narratives for the expansion of the existing kayak launch, securing approvals from TDEC, USACE, and TVA. Additionally, CCI prepared erosion control plans based on site layout and grading plans while ensuring compliance with environmental regulations. Their involvement extended to providing limited construction administration services as needed, with plan revisions available as additional services

Olympus Development Company Clinton Hwy Multifamily

Knoxville, TN | 2025–Ongoing

Cannon & Cannon, Inc. (CCI) is providing surveying and civil engineering services for the Clinton Hwy Multifamily – Powell project in Knox County, TN, on behalf of Olympus Development Company. The scope includes an ALTA survey, site layout, grading and drainage design, utility planning, and a Stormwater Pollution Prevention Plan (SWPPP). CCI is also coordinating a Traffic Impact Analysis (TIA) scope with Knoxville Knox County Planning/TDOT and managing permitting and agency approvals. Additionally, CCI is offering limited construction administration services, ensuring compliance with local regulations and project requirements.

Crest Residential, LLC Powell Multi-Family Development

Powell, TN | 2024–Ongoing

Cannon & Cannon, Inc. (CCI) is providing civil engineering services for the Powell Multi-Family Development in Knox County, TN, on behalf of Crest Residential, LLC. The scope includes preliminary engineering with a conceptual site layout, grading, and utility plan, as well as traffic impact study coordination with Knox County. CCI is also responsible for developing construction documents covering site layout, drainage, erosion control, stormwater management, and utility planning. Additionally, the firm is managing permitting and agency approvals and providing limited construction administration services to support the project through development.

Proposed Project Team

CCI will dedicate 6 professionals to the proposed project, with additional staff available if necessary.



Jeff Beckett, PE (Project Manager)
With extensive experience in greenway, trail, and streetscape design, Jeff is well-suited to lead the Powell High School Greenway and Pedestrian Bridge project. His expertise in hydrologic and hydraulic design, storm sewer systems, and stream restoration ensures the greenway will be designed with effective drainage and environmental considerations.



Becky Bottoms, PE, PTOE (Senior Traffic Engineer)
Becky's expertise in traffic operations, intersection design, and pedestrian facilities will support the integration of the greenway with existing transportation infrastructure. She will ensure compliance with TDOT standards for traffic impact, signage, and pedestrian safety measures at crossings and intersections.



Jason Hunt, PE (Project/Conceptual Planning)
Jason specializes in site design for parks, waterfronts, and recreational facilities, making him a key asset in developing the greenway alignment and pedestrian bridge integration. His experience in stormwater detention and HEC-RAS river analysis modeling will help mitigate potential flooding concerns along the greenway route.



Thomas Palmer (Design Engineer)
With a strong background in transportation design and Open Roads 3D modeling, Thomas will assist in developing the sidewalk, roadway, and greenway layouts, ensuring ADA compliance and smooth integration with the surrounding infrastructure. His expertise in lighting and parking expansion can also support trailhead design.



Bob Lusby, RLS (Surveying Director)
With 44 years of experience, Bob specializes in TDOT roadway surveys, greenways, and streetscapes, directing field crews for transportation and site development projects. His expertise ensures precise alignment and site verification for the Powell High School Greenway and Pedestrian Bridge.



John Winter, RLS (Surveying Specialist)
John has over 20 years of experience in TDOT roadway, sidewalk, and greenway surveys, specializing in boundary mapping, easements, and construction layout. His expertise ensures accurate survey data and property acquisition mapping for seamless project integration.

CEC, Inc. will provide environmental engineering services for the proposed project.

GEI will provide geotechnical services for the proposed project.

Professional Licensure

Commerce and Insurance Verify

Details for BECKETT, RICHARD JEFFREY

License details for the selected record.

Summary

License	Status	Expiration Date
105722 Professional Engineer A&E Engineer Architects and Engineers	Active	07/31/2026

Original Licensure Date
07/06/2000

Commerce and Insurance Verify

Details for BOTTOMS, REBECCA CARMEN

License details for the selected record.

Summary

License	Status	Expiration Date
102750 Professional Engineer A&E Engineer Architects and Engineers	Active	07/31/2026

Original Licensure Date
07/16/1996

Commerce and Insurance Verify

Details for HUNT, JASON RALPH

License details for the selected record.

Summary

License	Status	Expiration Date
112487 Professional Engineer A&E Engineer Architects and Engineers	Active	01/31/2027

Original Licensure Date
01/16/2009

Commerce and Insurance Verify

Details for Palmer, Thomas

License details for the selected record.

Summary

License	Status	Original Licensure Date
35124 Engineer Intern Engineer Interns Architects and Engineers	Active	07/21/2021

Commerce and Insurance Verify

Details for LUSBY, ROBERT G JR.

License details for the selected record.

Summary

License	Status	Expiration Date
1332 Land Surveyor Land Surveyors Land Surveyors	Active	12/31/2025

Original Licensure Date
04/25/1980

Commerce and Insurance Verify

Details for WINTER, JOHN DAVID

License details for the selected record.

Summary

License	Status	Expiration Date
2717 Land Surveyor Land Surveyors Land Surveyors	Active	12/31/2025

Original Licensure Date
06/30/2008

Unlimited Prequalification

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
SUITE 1200, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2221

JOE GALBATO, III
INTERIM COMMISSIONER

BILL LEE
GOVERNOR

April 14, 2022

Mr. Houston E. Daugherty
Cannon & Cannon, Inc.
8550 Kingston Pike
Knoxville, TN 37919

Subject: Evaluation of Consultant Pre-qualification Form
(DT-0330 Revised 08/09)

Dear Mr. Daugherty:

The Department has completed an evaluation of your firm's Consultant Pre-Qualification Form DT-0330 received on April 12, 2022. You are hereby informed that your firm shall be considered as having **Unlimited Qualification** for the following disciplines for a three-year period beginning **April 13, 2022**:

Administrative	**GIS Specialist**
CADD Technician	**Geologist**
Civil Engineer	**Land Surveyor**
Electrical Engineer	**Landscape Architect**
Environmental Engineer	**Mechanical Engineer**

Your firm has requested experience code U03 Utilities: Subsurface Utility Engineering (SUE) and/or experience code U04 Utilities Design/Coordination/Inspection: Electrical Power; Communications; Gas/Oil; Water; Sewer/Sanitary Systems (Distribution/Transmission). The request for more information for these codes will come in a separate e-mail from our Right of Way Office.

Please be advised that consulting firms desiring to contract with TDOT must assume full responsibility for renewing their pre-qualification status via the DT-0330 Part 1 Form.

Thank you for keeping the information regarding the qualification of your firm current with us. Should you have any questions in this regard, please contact this office.

Sincerely,

for Jennifer Lloyd, P.E.
Civil Engineering Director
Roadway Design Division

JL/CS

cc: Chris Smotherman
Shaun Summers
Monica Comer
Ben Gresson
Stephanie Torres



CCI (Cannon & Cannon, Inc.)

10025 Investment Drive, Suite 120
Knoxville, TN 37932

www.cci-corp.com

Attachment C

Request for Qualifications
Solicitation #3630

The Procurement Division of Knox County Tennessee will receive sealed Request for Qualifications (RFQ) for **Professional Engineering Consultant Services** as specified herein. RFQs must be received by **2:00 p.m.** on **April 17, 2025**. Late submittals will neither be considered nor returned.

Deliver Qualifications To:

Solicitation Number 3630
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

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

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Questions may be emailed to brian.hubbs@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 may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **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 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.

1.3 **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 the 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, Business Outreach Administrator
Knox County Procurement
Telephone: 865-215-5760
Fax: 865-215-5778
Email: diane.woods@knoxcounty.org

1.4 **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 closing of this solicitation.

1.5 **COPIES:** Knox County **requires** that Qualifications being submitted be one (1) marked original and three (3) exact copies. An electronic copy on CD/flash-drive, in one complete file, is also required.

1.6 **DECLARATIVE STATEMENT:** 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 RFQ being deemed non-responsive and disqualified.

1.7 **ELECTRONICALLY SUBMIT RESPONSE:** Due to the nature of this solicitation, the Knox County Procurement Division **will not** accept electronically submitted responses. A hard copy response must be submitted with one (1) marked original and three (3) exact copies. An electronic copy on CD/flash-drive, in one complete file, is also required. Email and facsimile submissions are strictly prohibited.

1.8 **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 subsection 1.1 of this document.

1.9 **INCURRED COSTS:** Knox County will not be liable in any way for costs incurred by any respondent in the preparation and submission of its RFQ in response to this solicitation, nor for the presentation of its qualifications and/or participation in any required meetings, discussions, or negotiations. If any oral presentations are required, Knox County advises vendors to be thorough and complete in submission of information.

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

1.11 **NON-COLLUSION:** Vendors, by submitting a signed RFQ, certify that the accompanying submittal 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.

1.12 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Respondents are cautioned that all documents submitted on behalf of this RFQ shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

1.13 **QUALIFICATION DELIVERY:** Knox County requires respondents, when hand delivering responses, to time and date stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time. Knox County shall not be responsible for lost or misdirected mail sent by common carrier, nor will Knox County be responsible for qualifications delivered to addresses other than the delivery address specified at the top of this solicitation.

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.

1.14 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that RFQs be submitted on paper and shall:

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

1.15 **SIGNING OF QUALIFICATIONS: In order to be considered all Qualifications must be signed. Please sign the original in blue ink.** By signing the response document, the respondent acknowledges and accepts the term and conditions stated in the RFQ document. It is suggested that mailed RFQ's be sent by certified or registered mail with return receipt requested or RFQ's sent via common carrier include tracking and delivery confirmation.

1.16 **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.

1.17 **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 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.

1.18 **VENDOR REGISTRATION:** Prior to the closing of this solicitation, ***ALL INTERESTED FIRMS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the solicitation closing time.

1.19 **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 solicitation.

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 Qualifications, 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 RFQ, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint submittal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each responding firm is not on the list created pursuant to Tennessee Code Annotated Section 12-12-106. Vendors are to submit the Affidavit of Compliance, **Exhibit B**, with their bid.

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. Vendors are to submit the Affidavit of Compliance, **Exhibit B**, with their bid.

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, 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 Qualifications (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 **RECORDS:** Contractor will maintain records of products and/or services provided to Knox County and make them available on request.

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 offset, 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 their signed submittal that they are 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, 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 terminationdate 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, qualifications, 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 SCOPE OF WORK

3.1 **SCOPE OF WORK:** Knox County, an Equal Opportunity Employer, is seeking to retain the services of a professional engineering consultant to prepare plans and permits for the construction of a new greenway and pedestrian bridge to serve the Powell High School area. The proposed greenway would extend from Powell Drive along Brickyard Road to W. Emory Road where it continues west connecting with the existing pedestrian facility in front of Powell High School. This work may be funded in part by the Transportation Alternatives Program Grant (TAP). The professional engineering consulting firm **must** be on TDOT's preapproved list.

Responsibilities of the professional engineering consultant include but are not limited to:

- Environmental documentation,
- Preparation of engineering design plans based on preliminary conceptual layouts,
- Preparation of engineering construction plans,
- Acquisition of necessary permits,

State Project Number: 47LPLM-F3-225
Federal Project Number: TAP-4700(68)
Project Pin: 14645.00

All TDOT design standards and specifications will be followed. This project is subject to the environmental reviews pursuant to the National Environmental Policy Act (NEPA).

All Design Services must be performed in accordance with the latest edition of the TDOT Right of Way Manual and the latest edition of the TDOT Local Government Guidelines for the Management of Federal and State Funded Transportation Projects. Consultant invoicing and payment for services will be administered by Knox County in accordance with TDOT guidelines. Knox County shall be billed on a monthly basis for work completed and accepted by the County and Knox County Engineering and Public Works.

3.2 **AWARD:** Knox County intends to issue a one-time award and lump-sum contract. The Knox County Procurement Division will draft the contract. Knox County will not accept any vendor's contract. Vendors are cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.

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.

3.3 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Successful firm agrees and covenants that the company, it's agents and employees will comply with all City, County, State and Federal codes, laws, ordinances, 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 codes, laws, ordinances, rules and regulations, the vendor shall bear all costs arising from them.

3.4 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor. It is imperative that the Knox County account be handled efficiently and professionally. Knox County 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 Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the Knox County account to avoid any interruption of service.

3.5 **CONTRACT EXECUTION:** It is the intent of Knox County to enter into a contract with the highest evaluated respondent to negotiate the contract cost. The Contact must be voted on by Knox County Commission and receive a majority vote. The successful vendor may be required to be present at the Knox County Commission Meetings to answer questions relating to the services performed. Adequate notification will be given by the Knox County Procurement Division if the vendor will need to attend the meetings. The Knox County Procurement Division will draft the Contract. Knox County **will not** accept any vendor's contract. Vendors are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.

3.6 **EVALUTION REVIEW:** Knox Count reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFQ process) that might affect the County's judgement as to the appropriateness of a qualified vendor. This information may be appended to the evaluation process results.

3.7 **EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of this solicitation shall indicate such exceptions in their submittal. Failure to indicate any exceptions shall be interpreted as the vendor's intent to fully comply with the solicitation as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Part VIII of the submittal as instructed in Section IV, RFQ Format. Do not strike through or in any way alter the RFQ. Exceptions listed within other sections of the submittal shall not reviewed or considered.

3.8 **INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign and have its insurance agent sign the attachment, **Exhibit A**, and submit it with their response.

Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance (COI) showing the specified coverage and naming Knox County, Tennessee as additional insured; endorsement pages shall be included. It shall be the successful vendor's responsibility to keep a current COI and endorsement pages on file with the Knox County Procurement Division during the life of the Contract.

3.9 **LICENSING REQUIREMENTS:** Vendors must hold and maintain the proper license from the State of Tennessee Licensing Board for the type of work requested. Vendors must submit a copy of the license. All licensing must be in accordance with Tennessee Code Annotated.

3.10 **NEGOTIATIONS:** Knox County reserves the right to enter into Contract negotiations with the highest-rated vendor. If Knox County and the selected vendor cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated vendor. This process will continue until a Contract has been executed or all submittals have been rejected. No vendor shall have any rights against Knox County arising from such negotiations.

3.11 **NEWS RELEASE 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.

3.12 **PRE-QUALIFICATION:** Knox County requires that all consultants being considered are pre-qualified with TDOT. Additional TDOT pre-qualification procedures, pre-qualification forms and current "Standard Procurement Policy for Engineering and Technical Services" are available at this website: www.tennessee.gov/tdot.

3.13 **QUALIFICATIONS EVALUATION:** Knox County will evaluate the top three (3) firms on the following criteria:

- **General Qualifications of Firm (40 Points)**
  - Years in business and years key personnel have performed civil engineering design services
  - Number of licensed professionals
  - Capabilities and resources of firm
  - Number of support personnel and roles
- **Key Personnel assigned to Project (30 Points)**
  - Resumes of key personnel to work with Knox County
  - Specific areas of expertise
  - Availability of personnel to Knox County
- **Current Projects and Workload (20 Points)**
  - List of current or past projects of similar size and scope
  - Initial budget and final cost for above project
  - Start date and final completion date for above projects
  - Projected workload
- **Licensure, Insurance and Litigation (10 Points)**
  - Provide evidence of licensure to practice engineering in the State of Tennessee
  - Provide evidence of appropriate insurance coverage
  - Provide information of any litigation in which the firm has been involved within the past five (5) years

The consultant evaluation committee holds the ability to conduct interviews based on scoring.

Pre-qualification procedures, example letter of interest, list of pre-qualified firms and certified DBEs, TDOT's standard procurement policy, and additional information can be found at the following website: https://www.tn.gov/content/tn/tdot/business-redirect/consultantinfo.html. For information on pre-qualification, please contact Christine Smotherman at 615-741-4460 or Christine.Smotherman@tn.gov.

Evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex, creed or national origin interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women owned firms are encouraged to respond to all advertisements by Knox County. For information on DBE certification, please contact David Neese at 615-741-3681 or David.Neese@tn.gov. Details and instructions for DBE certification can be found at the following website: https://www.tn.gov/tdot/civil-rights/small-business-development-program.html.

SECTION IV RFQ FORMAT

Vendors shall use the following format for the preparation and submission of their qualifications. Failure to follow this format may be just cause for rejection of submittals. Cost of preparation of qualifications is the sole responsibility of the vendor. Knox County requires that qualifications being submitted be one (1) marked original and three (3) exact copies. An electronic copy in a single .pdf file on a CD/DVD or flash drive is also required.

Part I **SIGNED LETTER AUTHORIZING SUBMISSION OF THE QUALIFICATIONS**

Part II **VENDOR INFORMATION**

- Company Name, Address, and telephone number
- Contact name(s) and telephone number(s)
- Contact email address
- Firm's Vendor Number as assigned by the Knox County Procurement Division
- Firm's Knox County Business License (if applicable)
- Firm's Employer Identification Number (EIN)
- Copies of all licenses, permits and professional certifications for company and employees
- Acknowledgment of Addenda (if applicable)

Part III **GENERAL QUALIFICATIONS OF THE FIRM**

Provide complete qualifications and capabilities of the firm for conducting the Scope of Work in Section 3.1. Include the firm's number of years in business and years key personnel have performed civil engineering design services. Provide the number of licensed professionals for this project along with support personnel and roles.

Part IV **KEY PERSONNEL ASSIGNED TO THE PROJECT**

Provide the resumes of the key personnel that will be working on the project. Resumes should be no longer than one page and include number of years working on similar projects and a list of sample projects similar to the scope of work. Include all specific areas of expertise and show availability of personnel to work on this project.

Part V **CURRENT PROJECTS AND WORKLOAD**

Provide a list of current or past projects that are similar in size and scope. Include initial budget/final costs and start/completion dates for current or past projects. Provide the firm's projected workload for next six months.

Part VI **LICENSURE, INSURANCE AND LITIGATION**

Provide evidence of licensure to practice engineering in the State of Tennessee and appropriate insurance coverage. Describe any litigation with which the firm has been involved in the past five (5) years.

Part VII **REQUIRED ATTACHMENTS**

Firms are to complete and provide the following attachments here:

- Knox County Insurance Checklist, **Exhibit A**
- Affidavit of Compliance with Iran Divestment Act / No Boycott of Israel, **Exhibit B**

Part VII **ADDITIONAL INFORMATION**

Respondents may submit additional information regarding their Firm and the services they offer that may add value to their submittal.

Part VIII **EXCEPTIONS**

Respondents are to include any and all exceptions taken to this solicitation under this part. Do not mark through or otherwise alter the language of this RFQ in your response.

Failure to submit any of the above information or any other information requested in this Request for Qualifications may result in the response being disqualified.

EXHIBIT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
RFQ NUMBER 3630

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 CLAIM MADE X OCCUR GEN'L AGGREGATE LIMITS APPLIES PER POLICY X PROJECT LOC	LIMITS EACH OCCURRENCE $ 1,000,000 FIRE LEGAL LIABILITY $ 100,000 MED EXP (Per person) $ 5,000 PERSONAL & ADV INJURY $ 1,000,000 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	$1,000,000.00
		PROFESSIONAL LIABILITY	
YES 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
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 LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSTATION, AUTO AND PROFESSIONAL LIABILITY. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

22. THE CERTIFICATE OF INSURANCE SHALL SHOW THE LOI/RFQ NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE RESPONDENT NAMED BELOW AND HAVE ADVISED THE RESPONDENT OF REQUIRED COVERAGE.

AGENCY NAME: _____ **AUTHORIZING SIGNATURE:** _____

RESPONDENT'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

RESPONDENT NAME: _____ **AUTHORIZING SIGNATURE:** _____

EXHIBIT B
REQUEST FOR QUALIFICATIONS NUMBER 3630

AFFIDAVIT OF COMPLIANCE

IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL

Comes _____, for and on behalf of
(*Printed name of Principal Officer of Company)*

_____, (the "Company") and, after being duly authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

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.

_____
Signature

Title: _____

Sworn to and subscribed before me, a Notary Public, this ____ day of _____, 20___.

_____

Notary Public
My Commission Expires:

_____

Attachment D

Contractor's Response to Request for Qualifications Solicitation #3630



Statement of Qualifications | Professional Engineering Services

Knox County Procurement
New Greenway and Pedestrian Bridge to Serve the Powell High School Area

Solicitation Number 3630

CANNON & CANNON INC

Due April 17th, 2025 at 2:00 P.M.

PRESENTED TO

Mr. Brian Hubbs
Knox County Procurement
1000 N. Central St., Suite 100
Knoxville, TN 37917
brian.hubbs@knoxcounty.org

SUBMITTED BY

Mr. Jeff Beckett, PE
Project Manager/Transportation Team Lead
CCI (Cannon & Cannon, Inc.)
10025 Investment Drive, Suite 120
Knoxville, TN 37932
jbeckett@cci-corp.com
865.770.4035

April 17th, 2025 at 2:00 pm

PRIMARY CONTACT
Mr. Jeff Beckett, PE
Project Manager/Transportation Team Lead
CCI (Cannon & Cannon, Inc.)
10025 Investment Dr., Suite 120
Knoxville, TN 37932
jbeckett@cci-corp.com
865.770.4035

Mr. Brian Hubbs
Knox County Procurement
1000 N. Central St., Suite 100
Knoxville, TN 37917
brian.hubbs@knoxcounty.org

RE: Statement of Qualifications | New Greenway and Pedestrian Bridge to Serve the Powell High School Area Solicitation 3630

Dear Mr. Hubbs and Members of the Selection Committee,

Cannon & Cannon, Inc. (CCI) is pleased to submit our Statement of Qualifications for the design and permitting of the proposed greenway and pedestrian bridge project serving the Powell High School area. With deep local roots and proven expertise in greenway planning, bridge design, NEPA compliance, and stakeholder coordination, our team is uniquely positioned to deliver a safe, accessible, and well-integrated pedestrian facility that connects and enhances the Powell community.

We are excited by the opportunity to support a project that will provide lasting value to students, families, and pedestrians in the area. Our qualifications include extensive experience on federally funded greenway and transportation projects, including the City of Knoxville's First Creek Greenway adjacent to Fulton High School, the Halls Greenway Connector, and the City of Oak Ridge's Melton Lake Greenway. Our team is fully pre-qualified by TDOT and committed to meeting Local Programs and NEPA documentation requirements.

CCI boasts four **Powell High School alumni** including Becky Bottoms, Brian Haas, Alan Grissom, and Russ Edens, most of whom hold leadership roles at CCI. This project is personal to us and we are proud to bring our full capabilities to support a safe and community-centered design in a place we know and love.

We look forward to the opportunity to partner with Knox County on this initiative and would welcome the chance to discuss how our experience and local commitment can best serve this project.

Warm Regards,

Jeff Beckett

Mr. Jeff Beckett, PE
Project Manager/Transportation Team Lead



GENERAL QUALIFICATIONS OF FIRM

FIRM QUALIFICATIONS

CCI (Cannon & Cannon, Inc.) is a service-focused firm offering public improvement related engineering and surveying services since 1996. Our firm employs a diverse group of registered professional engineers with expertise in traffic and transportation, site/civil enhancement, stormwater, alternative transportation/pedestrian trails and greenways, utilities (water, wastewater, communications, electric, gas), permitting, and general civil engineering. We offer a complete professional service package for infrastructure design projects.

PREMIER

CONSULTING

ENGINEERS

CCI has a focused mission: ***"Enhancing Community Life by Design."*** Providing quality solutions and practical application of professional engineering services is how we accomplish the mission.

We have an Owner's Perspective to our project approach – a perspective enhanced by our numerous "former owners" that are now in leading roles here at CCI. **We start every project by sitting in your chair first so that project decisions are based on your challenges, needs and goals.**

GEOGRAPHICAL DISTRIBUTION OF PROJECTS ACROSS STATES



29 YEARS OF SERVICE

49 LICENSED PROFESSIONALS

52 SUPPORT PERSONNEL

SERVICES

CIVIL UTILITIES

- Asset Management Planning
- Capital Improvements Planning
- Sewer CMOM and Water System Assessment
- Water & Wastewater Hydraulic Modeling
- Water & Wastewater Master Planning/Studies
- Water Booster/Pump Station Design & Rehabilitation
- Waterline Design
- Water Treatment Facility Design
- Water Loss Assessments
- EPA Lead and Copper Rule
- Wastewater Collection System:
  - Inspection & Assessment
  - Mapping
  - Flow Monitoring Studies
  - Rehabilitation Design
- Wastewater Lift/Pump Station Design
- Wastewater Treatment Facility Design
- Low Pressure Sewer Design
- Permitting
- Natural Gas Distribution Design
- TDOT Utility Relocation Design
- TDOT Utility Coordination and Deconfliction
- Water Sampling

FIBER

- Telecommunications
- Fiber Design
- Backbone Infrastructure & Make-Ready
- Fiber to the Home | FTTH
- Expansion of Existing Networks
- Expertise and Support From Inspection To Completion
- Chapter 86
- Non-Chapter 86
- Deconfliction

ELECTRICAL

- Electric System Modeling
- OH/UG Distribution Line and Transmission Line Design
- DOT Related Relocations
- Deconfliction
- Pole Attachment/Staking
- Permitting
- Arc Flash Studies
- Backup Power Generation and Integration
- Switchgear and MCC designs for Pumping Stations
- Joint Use Make Ready
- EV Charging Stations
- Solar Energy Integration
- Rate Studies
- Joint Use Audits
- Vegetation Conflict Identification
- Electrical Inspections

CIVIL SITE

- Municipal Consulting
- Due Diligence and Conceptual Land Planning
- Regulatory and Property Entitlement Coordination
- Civil Site Design and Permitting Services for:
  - Commercial/Retail/Office
  - Warehouse/Distribution/ Industrial
  - Healthcare/Education/ Government
  - Single Family/Multi Family Residential
  - Recreational/Pedestrian/ Multi Use
  - Low-Impact/Sustainable Design
- Stormwater Compliance Plans/ Permitting/Oversight Consulting
- Detention/Drainage Design
- Flood Studies/HEC-RAS Modeling/ FEMA Coordination
- Erosion Prevention and Sediment Control
- Bidding/Contract Management
- 3rd Party Engineering Plan Review

TRANSPORTATION

- Highways/ Streets/Intersections
- Roundabout Design
- Pedestrian/Sidewalk
- Greenways/Trails
- Roadway Resurfacing
- Stormwater Management
- ADA Improvements

TRAFFIC

- Traffic Studies
- Traffic Signal Design
- Traffic Signal Timing
- Signing and Pavement Marking Design
- Temporary Traffic Control Plans
- Roadway Lighting Design
- ITS/ATMS Design

ENVIRONMENTAL

- Phase I & Phase II Environmental Assessments
- Desktop Environmental Reports
- Soil, Groundwater, and Vapor Investigations
- Site Remediation
- Brownfield Voluntary Agreements
- Class I Landfill Construction Projects
- NEPA Assessment & Compliance
- Spill Prevention, Control and Countermeasures (SPCC) Plans

SURVEY

- Boundary Surveys and Platting
- Topographic Surveys
- Transportation & Utility Surveys
- ALTA/ NSPS Land Title Surveys
- UAV LIDAR Surveys

CONSTRUCTION

- Construction Administration
- Construction Engineering Inspection



KEY PERSONNEL ASSIGNED TO PROJECT

KEY PROJECT PERSONNEL QUALIFICATIONS & EXPERIENCE

KNOX COUNTY TENNESSEE



Jeff Beckett, PE
PROJECT MANAGER/ TRANSPORTATION TEAM LEAD



Brian Haas, PE, PTOE
TRANSPORTATION DIVISION LEAD (POWELL HIGH SCHOOL ALUMNI)



Jason Hunt, PE
CIVIL SITE TECHNICAL LEAD (FLOODWAY MODELING)



Thomas Palmer, EI
DESIGN ENGINEER



Sarah A. Rowe, PWS
ENVIRONMENTAL ENGINEERING SPECIALIST (CEC)



Richard Price, PE
STRUCTURAL ENGINEER



Becky Bottoms, PE, PTOE
SENIOR TRAFFIC ENGINEER (POWELL HIGH SCHOOL ALUMNI)



John Winter, RLS
SURVEY TEAM LEAD



Elizabeth M. Porter, PG
ENVIRONMENTAL ENGINEERING SPECIALIST (CEC)



Todd Justice, PE, PMP
GEOTECHNICAL ENGINEERING SPECIALIST (GEI)



JEFF BECKETT, PE PROJECT MANAGER/TRANSPORTATION TEAM LEAD

Jeff has been with CCI since 2000 and has 31 years of experience in transportation design, greenways, trails and streetscape design, site design, and hydrologic/hydraulic design. His projects include municipal, public works, institutional, residential, commercial and industrial developments. Jeff's expertise encompasses roadway improvements, intersection widening, sidewalks, shared use paths, box culverts, storm sewer systems and stream enhancements. Jeff has worked in consulting engineering throughout his work experience and has a hands-on approach and maintains constant communication with the project team.

EDUCATION

B.S., Civil Engineering, University of Memphis, 1994

REGISTRATION

Tennessee #105722
Kentucky #27145

OFFICE LOCATION

Knoxville, TN

CERTIFICATIONS

TDOT Local Government Guidelines Training

TDOT LP National Environmental Policy Act Training

Related Experience

- **City of Knoxville First Creek Greenway and Pedestrian Bridge Conceptual Plan**
  Knoxville, TN | 2024–Ongoing
  Project Manager | CCI is developing construction plans for the First Creek Greenway extension, which includes a pedestrian bridge connecting Willow Avenue to Fifth Avenue. The project involves ADA-compliant design, multiple alignment evaluations with cost estimates, and coordination with the City of Knoxville and KUB using existing survey data to streamline the process.
- **Knox County Engineering & Public Works | Marietta Church Roundabout**
  Knox County, TN | 2023–Ongoing
  Transportation Team Lead | CCI provided professional engineering services for construction of a roundabout and minor realignment of Marietta Church Road at Hardin Valley Road. Scope of services included survey, engineering design, permitting and construction drawings in accordance with Knox County and TDOT standard guidance. Utility coordination is ongoing with bid assistance to follow.
- **Knox County (Public Building Authority) Halls Greenway Connector**
  Halls, TN | 2018–Ongoing
  Project Manager | CCI provided engineering services for a multi-phase greenway connection from Clayton Park to Andersonville Pike, including trail design, sidewalk connections, and pedestrian signal improvements. The project enhanced walkability and connectivity throughout the Halls community with conceptual planning and phased construction cost estimates.
- **Knox County Engineering & Public Works | Coward Mill Roadway Widening/Realignment**
  Knox County, TN | 2020–2025
  Project Manager | Design and development of ROW/construction plans for the widening and realignment of 1.7 miles of Coward Mill Road in Knox County, including survey, bridge design, and utility coordination under an accelerated timeline. Addressing complex challenges such as at-grade railroad crossings, vertical curve issues, and alignment adjustments for new subdivisions while ensuring compliance with Knox County and TDOT standards.
- **Knox County Engineering & Public Works | Hardin Valley Road Roundabout**
  Knox County, TN | 2020–2023
  Project Manager | CCI provided surveying and engineering design services for roadway improvements at the intersection of Hardin Valley Road and Hickory Creek Road, addressing a problematic horizontal curve. The recommended solution—a modern four-legged roundabout—will improve traffic flow and accommodate a proposed subdivision, with design spanning 0.3 miles of steep terrain. CCI's scope includes right-of-way and construction plans, traffic control planning, drainage analysis, utility coordination, and coordination with local stakeholders.
- **City of Rockwood Trailhead & Greenway**
  Rockwood, TN | 2016–2020
  Project Manager | CCI partnered with the City of Rockwood to improve pedestrian access between the city and Tom Fuller Memorial Park through a Transportation Alternatives and Safe Routes to School project. The greenway, featuring paved and boardwalk sections, was designed to meet ADA and TDOT Local Programs guidelines, with CCI also handling NEPA documentation and permitting.
- **City of Knoxville First Creek Greenway & Sidewalk Improvements**
  Knoxville, TN | 2011-2018
  Project Engineer | CCI delivered engineering and surveying services for 3,500 feet of greenway and sidewalk improvements near Fulton High School, extending to Edgewood Park. The project improved pedestrian infrastructure adjacent to major roads and contributed to the continued development of Knoxville's Greenway System.



BRIAN HAAS, PE, PTOE TRANSPORTATION DIVISION LEAD

With 19 years of experience, Brian has a proven ability to manage complex engineering projects, ensuring they are delivered on time, within budget, and with a focus on quality and client satisfaction. His portfolio includes managing municipal and large scale contracts across Tennessee, showcasing his expertise in coordinating all phases of project execution.

EDUCATION

MS, Civil Engineering, University of Tennessee, 2008

BS, Civil Engineering, University of Tennessee, 2007

REGISTRATION

Tennessee (115481)
Kentucky (32978)
South Carolina (40244)

CERTIFICATION

Professional Traffic Operations Engineer (PTOE) No. 4277

OFFICE LOCATION

Knoxville, TN

Related Experience

- **Knox County Engineering & Public Works | Pedestrian Improvements Ebenezer/South Peters Road**
  Knox County, TN | 2024–Ongoing
  Transportation Division Lead | Cannon & Cannon, Inc. (CCI) is providing professional engineering services for pedestrian facility upgrades at the intersection of Ebenezer and South Peters Road. The scope includes base mapping, field inventory, engineering design, and the preparation of construction drawings and bid documents in accordance with County standards. CCI is also assisting with pedestrian signal timing and supporting the construction bidding process.
- **City of Knoxville Chapman Highway and Fort Avenue Traffic Signal Improvements Project**
  Knoxville, TN | 2024–Ongoing
  Project Manager | Cannon & Cannon, Inc. (CCI) is providing traffic engineering design services for the Chapman Highway at Fort Avenue Traffic Signal Improvements Project in coordination with the City of Knoxville. The project includes signal upgrades, pedestrian enhancements, geometric evaluations, stakeholder coordination, right-of-way support, and preparation of construction plans.
- **City of Knoxville Staff Supplement Services for Transportation Engineering Division**
  Knoxville, TN | 2023–Ongoing
  Project Manager | Cannon & Cannon, Inc. (CCI) is currently contracted by the City of Knoxville's Transportation Engineering Division to provide staff supplement services, addressing a temporary staffing shortage. CCI's support includes technical mentorship, traffic signal timing, transportation design plan reviews, and citizen request investigations. Project management involves tracking tasks, assigning work to experts, and coordinating monthly meetings to ensure smooth project progression and responsive service to the city's needs.
- **Traffic Signal Improvements for University of Tennessee Area**
  Knoxville, TN | 2021–Ongoing
  Project Manager | The City of Knoxville selected Cannon & Cannon, Inc. (CCI) to design an Advanced Traffic Management System (ATMS) expansion for 38 traffic signals in the University of Tennessee area. This project includes upgrades to Ethernet-based communication, modern signal controllers, cabinets, vehicle detection, and connected vehicle technology. CCI's services encompass design plans, environmental documentation, systems engineering, permitting, bid assistance, and traffic signal timing. Funded by the Federal Highway Administration's CMAQ program, the project is managed through Tennessee Department of Transportation's Local Programs process.
- **Knox County Engineering & Public Works | Pedestrian Crossing Lovell/Schaeffer Road**
  Knox County, TN | 2020
  Senior Traffic Engineer | Cannon & Cannon, Inc. (CCI) developed a complete set of construction plans for a pedestrian crossing on the north leg of Lovell Road at its intersection with Schaeffer Road. The project included field inventory, base mapping, and the design of missing pedestrian features such as curb ramps, pushbutton posts, pedestrian signals, and ADA-compliant components. CCI also prepared cost estimates, incorporated County comments, and supported coordination and plan revisions through the construction phase.
- **Knox County Engineering & Public Works | Ball Camp Traffic Signal System Timing**
  Knox County, TN | 2019–2020
  Senior Traffic Engineer | Cannon & Cannon, Inc. (CCI) developed and implemented new traffic signal timing plans for four intersections in the Ball Camp community of northwest Knox County. The project included data collection, capacity analysis using Synchro 10, development of optimized signal phasing and timing plans, and field implementation with adjustments based on observed traffic conditions. Final deliverables included updated controller settings, traffic volume data, and a summary of results and recommendations submitted to Knox County.



BECKY BOTTOM, PE, PTOE SENIOR TRAFFIC ENGINEER

Becky has been with CCI since 2006 and has over 30 years of experience in traffic and transportation engineering. As a Senior Traffic Engineer Becky is responsible for designing, planning, and improving transportation systems to ensure efficient movement of people and goods. Her expertise includes traffic impact and operations studies, intersection design, traffic signal design, street lighting design, signing, pavement marking and traffic control plans.

EDUCATION

MS, Civil Engineering, University of Tennessee, 1998

BS, Civil Engineering, University of Tennessee, 1991

REGISTRATION

Tennessee #102750

OFFICE LOCATION

Knoxville, TN

Related Experience

- **Knox County Engineering & Public Works | Marietta Church Roundabout**
  Knox County, TN | 2023–Ongoing
  Senior Traffic Engineer | CCI provided professional engineering services, associated with lighting, for construction of a roundabout and minor realignment of Marietta Church Road at Hardin Valley Road. Scope of services included survey, engineering design, permitting and construction drawings in accordance with Knox County and TDOT standard guidance. Utility coordination is ongoing with bid assistance to follow.
- **Knox County (Public Building Authority) Halls Greenway Connector**
  Halls, TN | 2018–Ongoing
  Senior Traffic Engineer | CCI provided engineering services, associated with lighting, for a multi-phase greenway connection from Clayton Park to Andersonville Pike, including trail design, sidewalk connections, and pedestrian signal improvements. The project enhanced walkability and connectivity throughout the Halls community with conceptual planning and phased construction cost estimates.
- **Knox County Engineering & Public Works Choto Area Mobility Study**
  Knoxville, TN | 2024–2025
  Project Manager | CCI conducted a mobility study for the Choto area in southwest Knox County to evaluate current and future roadway conditions and needs. The study included data collection on traffic volumes, roadway conditions, and alternative transportation modes, intersection and roadway capacity analyses, safety assessments, traffic forecasting for a 25-year horizon, and development of prioritized mobility improvements with cost estimates. Public involvement included an online survey and public meetings, with all findings compiled into a final project report.
- **Knox County Engineering & Public Works | Coward Mill Roadway Widening/Realignment**
  Knox County, TN | 2020–2025
  Senior Traffic Engineer | Design and development of ROW/construction plans for the widening and realignment of 1.7 miles of Coward Mill Road in Knox County, including survey, bridge design, and utility coordination under an accelerated timeline. Addressing complex challenges such as at-grade railroad crossings, vertical curve issues, and alignment adjustments for new subdivisions while ensuring compliance with Knox County and TDOT standards.
- **Knox County Engineering & Public Works | Hardin Valley Road Roundabout**
  Knox County, TN | 2020–2023
  Senior Traffic Engineer | CCI provided surveying and engineering design services for roadway lighting at the intersection of Hardin Valley Road and Hickory Creek Road. The recommended solution—a modern four-legged roundabout—will improve traffic flow and accommodate a proposed subdivision, with design spanning 0.3 miles of steep terrain. CCI's scope includes right-of-way and construction plans, traffic control planning, drainage analysis, utility coordination, and coordination with local stakeholders.
- **City of Rockwood Trailhead & Greenway**
  Rockwood, TN | 2016–2020
  Senior Traffic Engineer | CCI partnered with the City of Rockwood to improve pedestrian access between the city and Tom Fuller Memorial Park through a Transportation Alternatives and Safe Routes to School project. The greenway, featuring paved and boardwalk sections, was designed to meet ADA and TDOT Local Programs guidelines, with CCI also handling NEPA documentation and permitting.
- **City of Knoxville First Creek Greenway & Sidewalk Improvements**
  Knoxville, TN | 2011-2018
  Senior Traffic Engineer | CCI delivered engineering and surveying services for 3,500 feet of greenway and sidewalk improvements near Fulton High School, extending to Edgewood Park. The project improved pedestrian infrastructure adjacent to major roads and contributed to the continued development of Knoxville's Greenway System.





JASON HUNT, PE CIVIL SITE TECHNICAL LEAD

Jason has been with CCI since 2004. He has 20 years of experience in civil site engineering and is closely involved in site related projects for institutional, mixed-use, industrial and commercial developments and is an expert in the field of site design for parks, sports complex facilities, waterfront, and private facilities. He leads numerous site design projects in Tennessee and Kentucky. He has designed numerous stormwater collection and detention facilities, bridge analysis and HEC/RAS river analysis modeling. Jason is an integral leader and key to project success.

EDUCATION

BS, Civil Engineering, University of Tennessee, 2003

REGISTRATION

Tennessee #112487

CERTIFICATION

HEC-RAS River Analysis System

OSHA 10-Hour Construction Industry Training

OFFICE LOCATION

Knoxville, TN

Related Experience

- **Legacy Parks Foundation Powell High School Landing Project**
  Powell, TN | 2025–Ongoing
  Project Manager | As a subconsultant to Ross/Fowler, CCI supported the Powell High School Landing kayak launch expansion with runoff analysis, permitting, erosion control plans, and limited construction administration. The project ensured regulatory compliance with local, state, and federal agencies including TDEC, USACE, and TVA.
- **Crest Residential, LLC Powell Multi-Family Development**
  Powell, TN | 2024–Ongoing
  Senior Civil Site Engineer | Cannon & Cannon, Inc. (CCI) is providing civil engineering services for the Powell Multi-Family Development in Knox County, TN, on behalf of Crest Residential, LLC. The scope includes preliminary engineering with a conceptual site layout, grading, and utility plan, as well as traffic impact study coordination with Knox County. CCI is also responsible for developing construction documents covering site layout, drainage, erosion control, stormwater management, and utility planning. Additionally, the firm is managing permitting and agency approvals and providing limited construction administration services to support the project through development.
- **Legacy Parks Foundation Beaver Creek Powell Flood Study**
  Powell, TN | 2020
  Senior Civil Site Engineer | CCI conducted a no-rise analysis for a new ADA-accessible kayak launch along Beaver Creek, ensuring compliance with FEMA and Knox County flood regulations. Using HEC-RAS modeling, CCI demonstrated that the structure would not increase flood elevations, supporting successful permitting and project approval.
- **City of Knoxville First Creek Greenway & Sidewalk Improvements**
  Knoxville, TN | 2011-2018
  Senior Civil Site Engineer | CCI delivered engineering and surveying services for 3,500 feet of greenway and sidewalk improvements near Fulton High School, extending to Edgewood Park. The project improved pedestrian infrastructure adjacent to major roads and contributed to the continued development of Knoxville's Greenway System.
- **Lakeshore Park Improvements**
  Knoxville, TN | 2015–2016
  Project Manager for a new City of Knoxville park , with greenspace, new playground, parking lot, updating trails, and new ball field. The project required site layout and design for new parking lot, playground, grading, green infrastructure and drainage, stormwater design, and sanitary sewer design. Performed drainage calculations, and erosion prevention and sediment control devices, and Sureties calculations. The project required Storm Water Pollution Prevention Plan (SWPPP) report. CCI worked with Ross/Fowler Landscape Architecture, Denark Construction and Knoxville Utilities Board (KUB). Performed construction administration.
- **Suttree Landing Park and Boathouse/Pavilion**
  Knoxville, TN | 2013–2016
  Senior Civil Site Engineer for a 5-acre park on the South Waterfront in downtown Knoxville. It includes approximately 1800 linear feet of riverwalk running parallel to the Tennessee River, a festival lawn, a boathouse/pavilion, a landscaped water quality feature, and facilities that support water-based activities such as kayaking. CCI Managed 8 subconsultants and provided recommendations and developed plans and specifications for the long-term maintenance of the entire park, streetscape, wetlands, and all other areas or amenities considered as part of the park and roadway project.
- **City of Oak Ridge Melton Lake Greenway Phase IV**
  Oak Ridge, TN | 2010–2012
  Senior Civil Site Engineer | For the Melton Lake Greenway, CCI provided full design and CEI services for a 2-mile multi-use trail featuring lake access, forested terrain, and wetland areas. The project included ADA-compliant amenities, sustainable landscaping, and coordination with TDOT and environmental agencies for permitting.



JOHN WINTER, RLS SURVEY TEAM LEAD

John is responsible for producing all survey drawings, deed research, legal descriptions, transportation surveys, easement drawings, boundary and ALTA/ACSM surveys, property acquisition maps and construction layout data – all elements impacting land ownership. He has provided surveys for numerous institutional, commercial, industrial and residential developments. John has been with CCI since 1997.

EDUCATION

AAS, Pellissippi State Community College, Computer Integrated Drafting and Design

AAS, Pellissippi State Community College, Civil Engineering Technology

REGISTRATION

Tennessee #2717
Kentucky #3931

OFFICE LOCATION

Knoxville, TN

Related Experience

- **Knox County Engineering & Public Works | Marietta Church Roundabout**
  Knox County, TN | 2023–Ongoing
  Surveying Specialist | CCI provided professional engineering services for construction of a roundabout and minor realignment of Marietta Church Road at Hardin Valley Road. Scope of services included survey, engineering design, permitting and construction drawings in accordance with Knox County and TDOT standard guidance. Utility coordination is ongoing with bid assistance to follow.
- **Knox County Engineering & Public Works | Emory at Beaver Ridge**
  Knox County, TN | 2023–Ongoing
  Surveying Specialist | CCI is providing professional engineering services for roadway and intersection improvements at the intersection of SR 131 at SR 131 and West Emory Rd. Roadway improvements along West Emory Road include roadway widening from 2 lanes to 3 lanes, including a center turn lane with curb, gutter, and sidewalks. The intersecting roadway of Beaver Ridge Road is being improved to include separate right and left turn lanes as well as a fully actuated traffic signal. Project is being developed through TDOT Local Programs and is currently in the NEPA Phase.
- **Knox County (Public Building Authority) Halls Greenway Connector**
  Halls, TN | 2018–Ongoing
  Surveying Specialist | CCI provided engineering services for a multi-phase greenway connection from Clayton Park to Andersonville Pike, including trail design, sidewalk connections, and pedestrian signal improvements. The project enhanced walkability and connectivity throughout the Halls community with conceptual planning and phased construction cost estimates.
- **Knox County Engineering & Public Works | Coward Mill Roadway Widening/Realignment**
  Knox County, TN | 2020–2025
  Surveying Specialist | Design and development of ROW/construction plans for the widening and realignment of 1.7 miles of Coward Mill Road in Knox County, including survey, bridge design, and utility coordination under an accelerated timeline. Addressing complex challenges such as at-grade railroad crossings, vertical curve issues, and alignment adjustments for new subdivisions while ensuring compliance with Knox County and TDOT standards. Coordinating all utility relocations per Local Government Guidelines for Federal and State Funded Transportation Projects.
- **Knox County Engineering & Public Works | Hardin Valley Road Roundabout**
  Knox County, TN | 2020–2023
  Surveying Specialist | CCI provided surveying and engineering design services for roadway improvements at the intersection of Hardin Valley Road and Hickory Creek Road, addressing a problematic horizontal curve. The recommended solution—a modern four-legged roundabout—will improve traffic flow and accommodate a proposed subdivision, with design spanning 0.3 miles of steep terrain. CCI's scope includes right-of-way and construction plans, traffic control planning, drainage analysis, utility coordination, and coordination with local stakeholders.
- **City of Knoxville First Creek Greenway & Sidewalk Improvements**
  Knoxville, TN | 2011-2018
  Surveying Specialist | CCI delivered engineering and surveying services for 3,500 feet of greenway and sidewalk improvements near Fulton High School, extending to Edgewood Park. The project improved pedestrian infrastructure adjacent to major roads and contributed to the continued development of Knoxville's Greenway System.
- **City of Oak Ridge Melton Lake Greenway Phase IV**
  Oak Ridge, TN | 2010–2012
  Surveying Specialist | For the Melton Lake Greenway, CCI provided full design and CEI services for a 2-mile multi-use trail featuring lake access, forested terrain, and wetland areas. The project included ADA-compliant amenities, sustainable landscaping, and coordination with TDOT and environmental agencies for permitting.



THOMAS PALMER DESIGN ENGINEER

Thomas joined CCI in 2023 having formerly worked with McHale and Associates, of Knoxville, TN, as a Performance Engineer II, installing test equipment and completing performance tests on various mechanical equipment used in power plants. At CCI, Thomas assists with various transportation design projects including sidewalk and roadway improvements, greenways, parking expansion, roadway widening, roundabout design, and many other such projects.

EDUCATION

BS, University of Tennessee at Knoxville, Mechanical Engineering, May 2020

BA, Maryville College, 3/2 Engineering Program (Joint Program with UTK,) Engineering, 2016

REGISTRATION

Engineer-in-Training (EIT) Tennessee #35124

OFFICE LOCATION

Knoxville, TN

Related Experience

- **Knox County Engineering & Public Works | Shaad at Johnson Road Turn Lane & Traffic Signal Design**
  Knox County, TN | 2025–Ongoing
  Design Engineer | CCI is providing engineering services for design of a traffic signal and turn lanes at the intersection of Schaad Road at Johnson Road in Knox County, Tennessee.
- **City of Knoxville First Creek Greenway and Pedestrian Bridge Conceptual Plan**
  Knoxville, TN | 2024–Ongoing
  Design Engineer | CCI is developing construction plans for the First Creek Greenway extension, which includes a pedestrian bridge connecting Willow Avenue to Fifth Avenue. The project involves ADA-compliant design, multiple alignment evaluations with cost estimates, and coordination with the City of Knoxville and KUB using existing survey data to streamline the process.
- **Knox County Engineering & Public Works | Marietta Church Roundabout**
  Knox County, TN | 2023–Ongoing
  Design Engineer | CCI provided professional engineering services for construction of a roundabout and minor realignment of Marietta Church Road at Hardin Valley Road. Scope of services included survey, engineering design, permitting and construction drawings in accordance with Knox County and TDOT standard guidance. Utility coordination is ongoing with bid assistance to follow.
- **Knox County Engineering & Public Works | Emory at Beaver Ridge**
  Knox County, TN | 2023–Ongoing
  Design Engineer | CCI is providing professional engineering services for roadway and intersection improvements at the intersection of SR 131 at SR 131 and West Emory Rd. Roadway improvements along West Emory Road include roadway widening from 2 lanes to 3 lanes, including a center turn lane with curb, gutter, and sidewalks. The intersecting roadway of Beaver Ridge Road is being improved to include separate right and left turn lanes as well as a fully actuated traffic signal. Project is being developed through TDOT Local Programs and is currently in the NEPA Phase.
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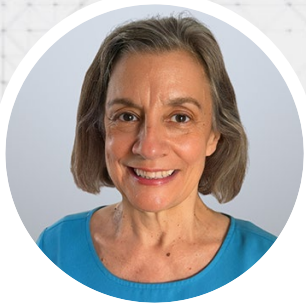
  Knox County, TN | 2020–2025
  Design Engineer | Design and development of ROW/construction plans for the widening and realignment of 1.7 miles of Coward Mill Road in Knox County, including survey, bridge design, and utility coordination under an accelerated timeline. Addressing complex challenges such as at-grade railroad crossings, vertical curve issues, and alignment adjustments for new subdivisions while ensuring compliance with Knox County and TDOT standards. Coordinating all utility relocations per Local Government Guidelines for Federal and State Funded Transportation Projects.

Elizabeth M. Porter, P.G.
Principal



32 YEARS OF EXPERIENCE

EDUCATION

B.A., Geology, State University of New York at Buffalo, 1983

M.S., Geology, University of Georgia, 1985

Ms. Porter is a Professional Geologist with more than 31 years of environmental consulting and ecological experience. As a Project Management Professional (PMP) and a Principal in the Knoxville, Tennessee office, Ms. Porter has managed hundreds of multi-year and multi-discipline environmental and ecological projects. Her project management experience encompasses a wide range of disciplines including brownfield redevelopment, EPA assessment and cleanup grants, wetland delineations and stream assessments, Clean Water Act permitting, mitigation and monitoring, NEPA coordination, regulatory coordination, mitigation banking, and stream restoration.

NEPA PROJECT EXPERIENCE

Blount County Greenway, C2RL, Maryville, TN*
Role: Project Manager
The Blount County Highway Department contracted C2RL for design services for a greenway trail. C2RL contracted with Ms. Porter's former employer for preparation of the NEPA document. Ms. Porter was the Project Manager for the NEPA document for the construction of a greenway trail near Heritage High School.

Robert C. Jackson Drive Extension, CDM Smith, Maryville, TN*
Role: Project Manager
CDM Smith contracted with Ms. Porter's former employer. Ms. Porter was Project Manager for a jurisdictional waters assessment and threatened and endangered species survey for the Robert C. Jackson Drive extension. The alignment required fill of 3.1 acres of wetland and culverting of two perennial streams.

Inner Loop - I-24 NEPA Services, HNTB, Nashville, TN*
Role: Project Manager
On behalf of TDOT, HNTB contracted Ms. Porter's former employer to provide NEPA support services for the Inner Loop/I-24 corridors in Nashville, TN. Ms. Porter was Project Manager for the environmental evaluation, including the ecology, Phase I ESA, archaeological, historic structures and preliminary noise evaluations and reporting.

Veterans Blvd Extension NEPA, CDM Smith , Sevierville, TN*
Role: Project Manager
CDM Smith retained Ms. Porter (working for a former employer) to manage the natural resources evaluation and anticipated permitting of a proposed rural arterial extension for the City of Sevierville from Highway 66 to Dolly Parton Parkway. An additional phase of the project was initiated in 2022 to perform environmental services and prepare the NEPA document.
** Work performed prior to joining CEC*

EXPERTISE

EPA Assessment and Cleanup Grants

State and Federal Brownfield Redevelopment

NEPA CEs and EAs

Jurisdictional Waters Permitting

Tennessee Voluntary Clean-Up, Oversight, and Assistance Program

BRAG Program

Phase II Environmental Site Assessments

Jurisdictional Waters Impacts - Mitigation

REGISTRATIONS

Professional Geologist
- TN 3174
- GA 001428

CERTIFICATIONS

40-Hour OSHA HAZWOPER, Safety Unlimited, Inc.

Project Management Professional (PMP), Project Management Institute

CEC
Civil & Environmental Consultants, Inc.

Sarah A. Rowe, PWS
Project Manager III



22 YEARS OF EXPERIENCE

EDUCATION

B.S., Marine Biology, College of Charleston, 2001

EXPERTISE

Navigating complex Section 401 and 404 regulatory permitting issues

Jurisdictional waters delineations and quality assessments

Protected species habitat assessments and surveys

NEPA CEs and EAs

CERTIFICATIONS

Professional Wetland Scientist, Society of Wetlands Scientists

Qualified Hydrologic Professional, TDEC

Level I Erosion Prevention & Sediment Control Inspector, Tennessee Department of Environment & Conservation (TDEC)

Wetland Botanist, Swamp School, LLC

Wetland Delineation and Regional Supplement Training, Richard Chinn

Hydric Soils Training, Ohio Wetlands Foundation

Fundamentals of Professional Practice, ASFE, The Geoprofessional Business Association

Ms. Rowe specializes in wetland/stream delineations and assessments, mitigation, monitoring, stream and wetland restoration, NEPA coordination, MS4 plan development and monitoring, Clean Water Act Section 404 and 401 permitting, and project management. Ms. Rowe also performs threatened and endangered (T&E) species surveys, rapid biological assessments, and is proficient in using ArcMap and GIS for data inclusion into reports, permit applications, and site maps. She has experience completing Tennessee Rapid Assessment Method (TRAM) and Stream Quantification Tool (SQT) data collection, and biological and chemical stream sampling. She has built excellent working relationships with regulatory personnel in federal, state, and local government agencies, which is beneficial when working through complex regulatory requirements during the permitting process.

PROJECT EXPERIENCE

SR-449 / Veterans Boulevard Extension (Phase 2), CDM Smith, Sevierville, TN
Role: Project Manager
Project ecologist for an approximately 5-mile-long project between Robert Henderson Road and SR-66. Efforts included: stream/wetland delineation, GPS data collection and mapping, endangered species habitat survey and USFWS consultation, macroinvertebrate sampling, onsite verification meeting with the USACE, and SQT data collection and analysis to support 401/404 permitting efforts. Completed the Tennessee Environmental Evaluation Report (TEER) document for TDOT's approval.

Ball Camp Pike Improvements, Knox County Engineering and Public Works, Knoxville, TN
Role: Project Manager
Responsible for a jurisdictional waters assessment and protected species survey for two phases of a roadway extension. Obtained TDEC and USACE individual permits for multiple stream relocations, culverts, and wetland fills. Mitigation for Phase I included relocation of streams using natural channel design methods, stream credit purchase, wetland preservation, and wetland credit purchase. Phase II included stream relocation and wetland credit purchase. Employed TDEC SQT method to determine stream quality uplift that will result from the relocation project. Also coordinated additional agency involvement, including SHPO, USFWS, TWRA, and TDEC DNA. Currently assisting with long-term monitoring of the permittee-responsible mitigation areas.

Virtue Road Improvements, LDA Engineering, Knoxville, TN*
Role: Project Manager
Project biologist responsible for performing activities necessary to obtain a TDOT Categorical Exclusion (CE). Efforts included stream and wetland delineations on a one-mile long corridor on Virtue Road and Boyd Station Road in accordance with TDOT NEPA requirements. Performed a natural resource evaluation of the proposed corridor and prepared an Environmental Boundaries Report (EBR), evaluated the site for protected species, coordinated with multiple federal agencies regarding the project, and prepared the final NEPA document for TDOT approval.

CEC
Civil & Environmental Consultants, Inc.

Clinton Todd Justice, P.E., PMP
Senior Project Manager, Senior Geotechnical Engineer

resume

Todd Justice is a Geotechnical Engineer and Project Management Professional working out GEI's Knoxville office. His areas of expertise include geotechnical explorations and project management. His areas of proficiency include: Geotechnical explorations including CPT exploration, shallow foundations, deep foundations, geophysical investigations, stability analyses, liquefaction analysis, site improvement (grouting, stone columns, and sand drains), bearing capacity/settlement analysis, retaining wall analysis, rock slope analysis, grout curtains, slurry cut-off walls, earthen dams, and ash disposal facilities; Instrumentation, including vibrating wire and standpipe piezometers, inclinometers for slope movement, groundwater; Foundation Construction Testing and Inspection, including shallow foundations, driven piles, drilled shafts, mini/micro piles, cap and compaction grouting; QA/QC Services – multi-phase testing/inspection, asphalt, concrete, and soil; and Acid Rock Drainage (ARD), including experience in the evaluation of ARD potential and mitigation procedures.

Mr. Justice is also proficient in quality management, risk management, and budget planning and control. He is active in the development of project and contract opportunities with Tennessee Valley Authority (TVA) and other Federal and State Government clients.

PREVIOUS PROJECT EXPERIENCE

Third Creek Greenway Repair, Cannon & Cannon, Inc., Knoxville, TN. In-House Reviewer. Field exploration, laboratory testing, and providing recommendations for stabilizing a City of Knoxville greenway section, which had been exhibiting signs of distress (i.e., settlement, pavement cracking) and had to be cordoned off. Performed slope stability analysis of the distressed greenway section and designed the repair using Slope/W.

Schaad Road Turn Lane Retaining Wall, Knox County Engineering and Public Works, Knoxville, TN. In House Reviewer. Field exploration and laboratory testing in support of the design of a retaining wall needed for a new turn lane at a major intersection in northwest Knox County. Oversaw design of a cantilevered cast-in-place concrete retaining wall with a sensitive pipe crossing at the maximum wall section. Performed global stability analysis of the proposed wall using Slope/W. Design was performed in general accordance with Tennessee Department of Transportation standards.

Texas Avenue Sidewalk Retaining Wall, Cannon & Cannon, Inc., Knoxville, TN. In House Reviewer. Field exploration, laboratory testing, and providing recommendations for design and construction of a new retaining wall needed for roadway and sidewalk improvements along a busy urban roadway. Performed global stability analysis of the proposed retaining wall using Slope/W.

EDUCATION
M.S. Mining Engineering (with emphasis in Geotechnical Engineering), University of Kentucky
B.S., Mining Engineering, University of Kentucky

EXPERIENCE IN THE INDUSTRY
28 years

EXPERIENCE WITH GEI
6.5 years

REGISTRATIONS/CERTIFICATIONS
Professional Engineer, TN No. 109378
Professional Engineer, AL No. 29781
Professional Engineer, KY No. 30716
Professional Engineer, MS No. 27055
Professional Engineer, GA No. 44275
Professional Engineer, NC No. 056789
Project Management Professional (PMP) No. 2049289

GEI Consultants

Ocoee No. 2 Flume Work Area Access Road, Geotechnical Exploration, Tennessee Valley Authority, Polk County, TN. Project manager and geotechnical engineer responsible for geotechnical exploration along the existing access road from the Ocoee No. 2 Powerhouse to the work bench for the Ocoee No. 2 Flume at the Tennessee Valley Authority's (TVA) Ocoee No. 2 Hydropower Plant in Polk County, Tennessee. The purpose of this exploration was to determine the general subsurface conditions along the existing access road and to provide geotechnical recommendations and considerations for design and construction of roadway realignment/modifications, including proposed roadway embankments, cut and fill slopes, pavement design, and drilled shaft foundation recommendations for a new bridge.

Veterans Boulevard, Geotechnical Exploration, Sevierville Public Building Authority, Sevierville, TN. Project manager and geotechnical engineer responsible for geotechnical exploration along the proposed 4.8 mile roadway alignment. Geotechnical engineering analyses and recommendations were provided for design and construction of the roadway cut and fill slopes and pavement sections.

TDOT State Route 101, Geotechnical Exploration, American Consulting Engineers, Cumberland County, TN. Geotechnical engineer of record for the 3.3 mile Tennessee Department of Transportation (TDOT) roadway which included widening and realignment. The purpose of this exploration was to determine the general subsurface conditions along the proposed new roadway alignment and to provide geotechnical recommendations and considerations for design and construction of roadway /modifications, including proposed roadway embankments, cut and fill slopes, pavement design.

TDOT State Route 32 (US 321), Geotechnical Exploration, TDOT, Cosby, TN. Project coordinator and geotechnical engineer responsible for geotechnical exploration and recommendations for a 6.7 mile Tennessee Department of Transportation (TDOT) roadway which included widening and realignment. The purpose of this exploration was to determine the subsurface conditions along the proposed new roadway alignment and to provide geotechnical recommendations and considerations for design and construction of the roadway / modifications, roadway embankment, cut and fill slopes, and pavement design. Difficult drilling conditions were anticipated as a part of the exploration and considered in the planning phase of the project. Colluvial deposits consisting of cobble and boulder size material were known to be present at the project site. Special drilling techniques were utilized as necessary using a casing advancer to successfully advance borings through the colluvium to planned depths and obtain quality samples.

TDOT State Route 32, Elizabethton Connector, Geotechnical Exploration, TDOT, Carter County, TN. Project coordinator and geotechnical engineer responsible for geotechnical exploration and recommendations for a 3.9 mile Tennessee Department of Transportation (TDOT) roadway. The purpose of this exploration was to determine the subsurface conditions along the proposed new roadway alignment and to provide geotechnical recommendations and considerations for design and construction of the roadway, roadway embankment, cut and fill slopes, and pavement design.

TDOT State Route 63, LaFollette to Frontier Road, Geotechnical Exploration, TDOT, LaFollette, TN. Project coordinator and geotechnical engineer responsible for geotechnical exploration and recommendations for a 5.8 mile Tennessee Department of Transportation (TDOT) roadway which included widening and realignment. The purpose of this exploration was to determine the subsurface conditions along the proposed new roadway alignment and to provide geotechnical recommendations and considerations for design and construction of the roadway / modifications, roadway embankment, cut and fill slopes, and pavement design. Responsible for performing visual-manual classification of soil and rock samples, preparation of calculations, and reporting.

GEI Consultants

Richard L. Price, P.E.
Structural Engineer

resume

Richard Price is a structural engineer with a wide variety of project experience including bridges, industrial structures, new buildings design, building renovation, water resource facilities, and foundations. His bridge project experience includes the design of new single span and multi-span highway bridges, pedestrian bridges and construction equipment bridges. Mr. Price has performed a variety of inspection and repair projects for bridges too. As part of these projects he has utilized steel, concrete and timber design engineering principles to design a wide variety of superstructure and substructure. He frequently prepares structural plans and construction drawings utilizing 3D models to coordinate the structural construction documents against other disciplines and trades. Mr. Price also prepares structural specifications, and engineer's cost estimates.

PROJECT EXPERIENCE

North Avenue Future Pedestrian Bridge, New City LLC, Atlanta, GA. Lead Structural and Inspection Engineer for the field inspection of a steel-and-concrete multi-span bridge with a wood deck crossing North Road. The inspection focused on current condition of the bridge superstructure and gathering dimensional information to determine the suitability for future use as a pedestrian bridge. Based on available reference information, the inspection, and field measurements, the bridge was evaluated to rate its ability to carry existing and anticipated future loads. A bridge inspection report and recommendations for repairs and load limits was issued.

22.5 Mile Bridge and North N-3 Lane Bridge, Menominee County Road Commission, Menominee County, MI. Lead Structural Engineer for the designed bridge abutments and footings and drafted the rebar shop drawings for the footings.

Bruckner Expressway – Unionport Bridge, Unionport Constructors JV, New York, NY. Structural Engineer. Assisted in design of construction trussell bridges, site access walkways and concrete thermal curing plans.

EDUCATION
M.S., Civil Engineering, University of Wyoming
B.S., Civil Engineering, University of Wyoming

EXPERIENCE IN THE INDUSTRY
16 years

EXPERIENCE WITH GEI
12 years

REGISTRATIONS AND LICENSES
Professional Engineer, CO No. 0047734
Professional Engineer, MI No. 6201064338

TRAINING AND CERTIFICATIONS
24-Hour MSHA
Driver Safety Training
Harassment Prevention Training
Health & Safety Training-Annual

PROFESSIONAL ASSOCIATIONS
American Society of Civil Engineers, Member
American Concrete Institute, Member
Structural Engineers Association of Colorado, Member
American Institute of Steel Construction, Member
United States Society on Dams, Member

Consulting Engineering Services for Burlington Northern-Santa Fe Railroad Bridge Replacements, James McHugh Construction Company, Princeton and Wyanet, IL. Structural Engineer for numerous construction-related services requested by the general contractor. This project included the design of temporary work platforms, construction bridges, bridge girder splice design, and hoisting/demolition plans for replacement of two railroad bridges during one fast tracked 36-hour shutdown. Preplanning and up-front preparatory work was key to completing the two-bridge replacement project in one weekend.

Temporary Bridge Design, M.J. Electric, Iron Mountain, MI. Lead Structural Engineer for the structural design of modular, single-span, structural steel bridge with timber crib abutments. Bridge was designed for use on construction projects, where crossings would require bridge spaces of 12 to 48 feet, with a variety of construction vehicular loads. The components for multiple bridges have been fabricated and are currently in use.

East Side Access Contract CM014B, GCT Constructors, JV, New York, NY. Structural Engineer. Structural Engineer for numerous construction-related services requested by the general contractor. This project included the design of temporary work platforms, construction access bridges, load transfer jacking programs and

GEI Consultants

miscellaneous temporary column supports. Project responsibilities included structural analysis and design, including seismic analysis. Responsibilities also included the development of rebar shop drawings for the construction of the elevator.

Millecoquins Bridge, Michigan Department of Technology and Budget, Garfield Township, MI. Lead Structural Engineer. Responsible for the design of a replacement single span replacement bridge and substructure. Provided oversight and review of structural models and calculations used to determine the bridge and abutment capacity and layout. Supervised and approved contractor documents and engineering cost estimate.

County Road 607 and 565 Bridge Replacements, Marquette County Road Commission, Marquette County, MI. Civil Engineer. Lead Structural Engineer. Responsible for the design of steel pile and concrete substructure for two bridge replacements on county roads. Oversight and review of development structural models used to abutment capacity and layout. Supervised and approved contractor documents and engineering cost estimate.

County Road 22.5 and N3 Bridge Replacements, Menominee County Road Commission, Menominee County, MI. Structural Engineer. Responsible for the design of steel pile and concrete substructure for two bridge replacements on county roads. Oversight and review of development structural models used to abutment capacity and layout. Supervised and approved contractor documents and engineering cost estimate.

Temporary Bridge Crossings, SEMCO Energy Gas Company, Port Huron, MI. Structural Engineer. To facilitate the construction of a natural gas pipeline, three clear-span steel bridge will be temporarily placed over the waterway for construction access. The bridges are anticipated to be in place for approximately four to five months to support the various construction crews necessary for the installation of the pipeline. Reviewed and developed recommendations for the temporary bridge supports and abutments.

UPPCO Warehouse Steel Inspection & Assessment, Marquette, MI. Lead Special Inspector and Project Manager. A newly constructed warehouse was inspected to determine if the installed steel structural members match the design drawings. Aerial lift machine was used to reach different locations of the structure and evaluate the proper installation of bolts and other fasteners. Inspection responsibilities included reviewing design drawings, operation of areal lift, inspection of connection and structural members. Project management responsibilities included generating and reviewing inspection reports that went to the project owner, design team, and contractor's team.

UPPCO Warehouse Steel Inspection & Assessment, Marquette, MI. Lead Special Inspector and Project Manager. A newly constructed warehouse was inspected to determine if the installed steel structural members match the design drawings. Aerial lift machine was used to reach different locations of the structure and evaluate the proper installation of bolts and other fasteners. Project responsibilities included reviewing design drawings, operation of areal lift, inspection of connection and structural members. Additionally supervised and reviewed inspection work of other inspectors.

Condition Assessment of Forsyth Township Fire Department Structure, Gwinn, MI. Senior Structural Engineer. Lead team in performance of condition assessment of the existing structure. The site observations consisted of one day onsite for professional engineer. GEI identified the condition of the existing building elements and specifically noted structural elements that required repairs. GEI eventually performed some slab coring and sampling as part of additional work necessary to re-support the fire station first floor. GEI's project deliverable included a summary letter of findings and recommendations based on our site observations. Findings described the current condition of structural members, condition of the exterior and interior walls, and any limiting factors for future capital improvements. A photo log from the site visit was also be submitted to the Township and referenced in the letter summarizing our findings. The Township used this project to prioritize future repairs.

GEI Consultants

FIRMS AVAILABILITY

Our staff has the capacity for assisting Knox County with preparation of plans and permits for the construction of a new greenway and pedestrian bridge to serve the Powell High School area.

We are eager, primed and ready to begin the upcoming project. When it comes to calculating workload availability, CCI performs a process called Forward Project Management (FPM). Each project and significant project task is pre-planned and pre-staffed. This management plan allows the project team to fully focus energy and effort to each specific project without distraction. Through practiced and disciplined high intensity project management, or FPM, we are able to assure availability for your project needs. Our team is located in close proximity to the project site, and closely familiar with the scope.

The team's availability, prioritization, and project familiarity is combined into the recipe for a successful project.







CCI's office and design team are located **only 15-20 minutes** from the Procurement Division of Knox County and **20–30 minutes** from the project site. If meetings are necessary at the either place, CCI staff are available for scheduled or impromptu meetings as requested.



City of Knoxville First Creek Greenway & Sidewalk Improvements

Cannon & Cannon completely understands the goal of every consultant and contractor is to have all their staff utilized with promising back log. That is our goal as well. **Availability is not defined by workload and projects, but priorities, commitments and follow through.** Upon project award, CCI will meet with Knox County for a kick-off meeting to listen and understand your priorities and establish commitments through a cooperative schedule. CCI has a history of being responsive, meeting client's schedules, and executing follow-through to exceed Knox County's expectations.



Legacy Parks Foundation Beaver Creek Powell Flood Study



City of Rockwood Trailhead & Greenway

CURRENT PROJECTS AND WORKLOAD



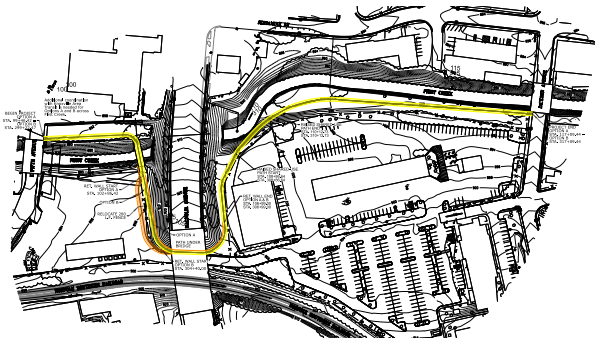
CURRENT & PAST PROJECTS OF SIMILAR SIZE & SCOPE

Below is a list of current & past projects of similar size and scope to your proposed project. On the following pages please see a detailed description of each project including project budget, final cost, start date and completion date.

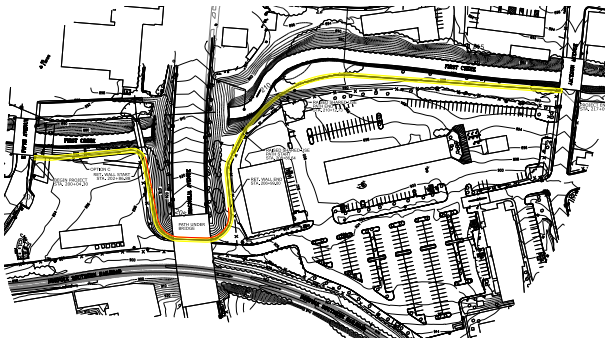
- City of Knoxville First Creek Greenway and Pedestrian Bridge Conceptual Plan
- City of Rockwood Trailhead & Greenway
- City of Knoxville First Creek Greenway & Sidewalk Improvements
- Public Building Authority Halls Greenway Connector
- City of Oak Ridge Melton Lake Greenway Phase IV

CITY OF KNOXVILLE
FIRST CREEK GREENWAY AND PEDESTRIAN BRIDGE CONCEPTUAL PLAN

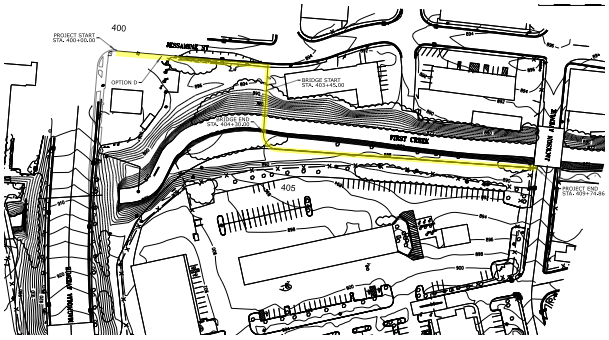
KNOXVILLE, TN



Preliminary Concept A & B



Preliminary Concept C



Preliminary Concept D

Cannon & Cannon, Inc. (CCI) is developing construction plans for the First Creek Greenway project, which will extend from Willow Avenue to Fifth Avenue crossing First Creek with a pedestrian bridge. The project, coordinated with the City of Knoxville and Knoxville Utilities Board (KUB), is located on city property, KUB property, or within the public right-of-way. The scope includes a pre-fabricated pedestrian bridge proposed layout, profile, and cross-sections, incorporating ADA guidelines. CCI is conducting a project walk-through and coordination meetings, utilizing existing boundary and topographic survey data to streamline the design process. CCI evaluated four alternative alignments, including construction cost estimates, to assist the city in determining the best approach for implementation.

CONTACT

Mr. George Daws, PE
City Engineer
City of Knoxville
3131 Morris Avenue
Knoxville, TN 37909
gdaws@knoxvilletn.gov
865.215.6100

DATE
2024–Ongoing

INITIAL BUDGET
$22,500

PROJECT TEAM
Jeff Beckett, PE
Thomas Palmer, EI

FINAL COST
NA (Work ongoing)

CITY OF ROCKWOOD TRAILHEAD & GREENWAY

ROCKWOOD, TN



Greenway

The City of Rockwood partnered with CCI to embark on a project to improve pedestrian access by linking sidewalks and greenways between the City and Tom Fuller Memorial Park. This greenway is a combined Transportation Alternatives and Safe-Routes-to-School Project, which connects the downtown area to the City's premier lake front park. Adjacent to the trail is a community school that also benefits from the upgrades with improved ADA ramp access and sidewalk upgrades. The Rockwood Greenway includes both paved and boardwalk sections meeting in compliance with ADA. This project followed TDOT's Local Programs and ADA Compliance Office Guidelines for the Management of Federally and State Funded Transportation Projects. CCI also managed the preparation of the documentation required under the National Environmental Policy Act (NEPA) in accordance with the TDOT Tennessee Environmental Procedures Manual.

CONTACT

Ms. Becky Ruppe
City Recorder/Grants Administrator
City of Rockwood
110 N. Chamberlain Ave.
Rockwood, TN 37854
becky.ruppe@rockwoodtn.org
865.354.0611

DATE
2016–2020

INITIAL BUDGET
$37,145.50

PROJECT TEAM
Houston Daugherty, PE
Jeff Beckett, PE
Becky Bottoms, PE, PTOE
Bob Lusby, RLS
John Winter, RLS
Clark Chitwood (CEI)
Steve Brant, RLS
Taylor Jones, RLS

FINAL COST
$166,091

SCOPE OF SERVICES:

- Prepare NEPA documentation and permitting
- Preliminary and Final Design Phase
- Architectural design for comfort station including mechanical, electrical and structural
- Preliminary construction cost estimate
- Coordinate with TDOT and utility companies for Right-of Way and utility certifications
- Submit final construction documents and plan to TDOT for approval
- Construction Administration
- Construction Engineering & Inspection (CEI)
- Easements



Restrooms & Parking



Greenway

CITY OF KNOXVILLE
FIRST CREEK GREENWAY
& SIDEWALK IMPROVEMENTS

KNOXVILLE, TN



Completed Greenway

First Creek Greenway – a connector project: The First Creek Greenway continues the on-going development and construction of the Knoxville Greenway System. Cannon & Cannon, Inc. (CCI) was retained by the City of Knoxville to provide engineering design and surveying services for improvements that include approximately 3,500 feet of greenway and sidewalk construction – a portion of which is adjacent to Broadway and several other major routes in the area. The project begins near the front entrance of Fulton High School and terminates on the north side of Edgewood Park.

CONTACT

Mr. George Daws
City Civil Engineer
City of Knoxville
gdaws@knoxvilletn.gov
865.215.6100

DATE
2011–2018

INITIAL BUDGET
$271,500

PROJECT TEAM
Jeff Beckett, PE
Alan Grissom, PE
Clark Chitwood
Robert Lusby, RLS
Jason Hunt, PE
William Littlejohn, PE
Rebecca Bottoms, PE, PTOE
Stephen Brant, RLS
Houston Daugherty, PE
Alan Childers, PE
John Winter, RLS

FINAL COST
$465,309.57

CCI was responsible for the following services:

- Field Surveying
- Environmental – NEPA documentation and regulatory agency coordination
- Civil engineering and design
- Hydraulic Analysis and No-Rise Certification or Letter of Map Revision
- Landscape architecture and design
- Structural and geotechnical engineering for pedestrian bridge foundation
- Erosion Prevention and Sediment Control and Permitting service
- Right-of-Way and Utility coordination
- Construction Engineering and Inspection services (CEI) Project funding by a Transportation Enhancement Grant, administered by TDOT.



Completed Greenway

CCI joined the City to meet stringent ADA requirements through an area of both exiting infrastructure and greenfield sections. Design includes bridges, retaining walls and adjacent infrastructure modifications along the First Creek multi-purpose Greenway.



Ribbon Cutting

KNOX COUNTY (PUBLIC BUILDING AUTHORITY) HALLS GREENWAY CONNECTOR

HALLS, TN

CCI provided professional engineering services to design the Halls Greenway from Clayton Park to the existing greenway located along Andersonville Pike at Halls Plaza. Initially CCI developed a conceptual plan and cost estimate for the project and then the project was divided into four phases:

- Phase 1 - Greenway design from Clayton Park to the trailhead at Marco's Pizza
- Phase 2 - Greenway design from the trailhead at Marco's Pizza to Andersonville Pike
- Phase 3 - Shared Use Path Connection between Marco's Pizza Trailhead to Afton Drive
- Sidewalk connection from Afton Drive to existing sidewalks along the west side of Maynardville Pike at the Exxon property
- Pedestrian Signal and Crosswalk Improvements at the Intersection of Afton Drive and Maynardville Pike
- Estimated Cost of Construction
- Phase 4 - Sidewalk Connection between end of Phase 2 at Andersonville Pike and the terminus of the proposed TDOT sidewalk at intersection of Andersonville Pike and the east side of Maynardville Pike
- Estimated Cost of Construction



CONTACT

Keith Kirkland, CPO, CPSI
Construction Manager
Public Building Authority - Property Development

DATE
2018–Ongoing

INITIAL BUDGET
$226,900

PROJECT TEAM
Jeff Beckett, PE
Rebecca Bottoms, PE, PTOE
Wesley Stokes, PE
Rebecca Headrick, PE
Thomas Palmer, EI
John Winter, RLS
Bob Lusby, RLS

FINAL COST
$283,100



CITY OF OAK RIDGE
MELTON LAKE GREENWAY PHASE IV

OAK RIDGE, TN

The Melton Lake Greenway borders a diverse ecological environment. Alive with abundant wildlife along its 5 miles length, the multi-use trail features lake front access, forested terrain and wetland areas.

Providing full services for a successful project, CCI began with topographic and boundary survey along the entire Phase 2 route (2 miles) developing legal exhibits where necessary for property acquisition.

Following the initial field survey work, CCI developed design and construction documents and provided Construction Engineering and Inspection (CEI) for the Melton Lake Greenway Trail. The project included vehicular parking area designed to ADA standards and recreational/leisure access nodes including the popular non-motorized off-road Haw Ridge Park.

Notable features of the 10' wide multi-use trail include:

- Interface with existing mountain bike trail system
- Special interest area development
- Alternative trail surfacing
- Indigenous planting plan
- Observation pier along Melton Lake
- Construction Documents
- Designed and constructed under the Local Programs of TDOT.
- CCI adhered to minimum ADA slopes for this greenway with incredible views.

Process and Design plans adhered to TDOT Enhancement Fund criteria including preparing and facilitating mandatory public meeting and review/ approval requirements. Preparation and submittal of all permits including, TVA 26-A, Stormwater Pollution Prevention Plan (SWPPP) and Aquatic Resource Alternation Plan (ARAP) was critical to the project's success. CCI provided topographic and boundary surveys along the proposed greenway route and also prepared legal exhibit for acquisitions.



Greenway

CONTACT

Mr. Roger Flynn
City of Oak Ridge Parks & Recreation
rflynn@oakridgetn.gov
865.425.3450

DATE
2010–2012

INITIAL BUDGET
$69,780

PROJECT TEAM
Stephen Brant, RLS
John Winter, RLS
Bob Lusby, RLS
Jason Patterson, PE
Jason Hunt, PE

FINAL COST
$69,780

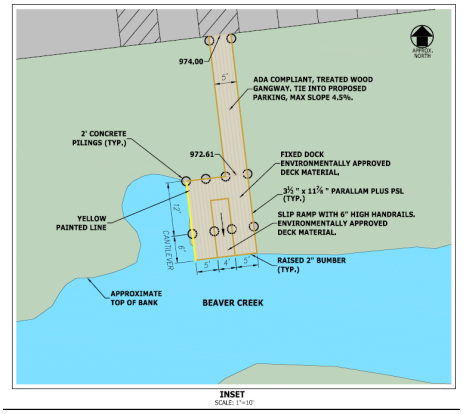
LEGACY PARKS FOUNDATION
BEAVER CREEK POWELL FLOOD STUDY

POWELL, TN

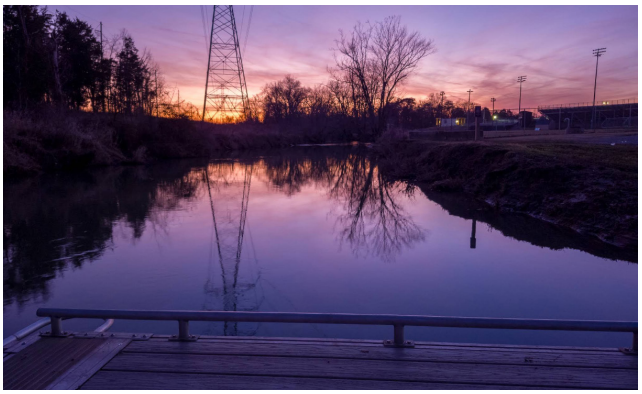
The Beaver Creek Kayak Launch No-Rise Analysis evaluated the impact of a proposed kayak launch along Beaver Creek near Powell, Tennessee. Conducted by Cannon & Cannon, Inc. (CCI), the study ensured that the installation of an 18-foot by 14-foot dock with an ADA-compliant gangway did not increase floodwater elevations, complying with FEMA and Knox County regulations. Using HEC-RAS modeling, CCI compared pre- and post-project conditions, confirming that the structure did not cause a rise in 100-year or 500-year flood elevations. The report provided supporting hydrologic and hydraulic analysis, ensuring regulatory compliance for the project's approval.



Flood Study Location



Site Layout



View from the new dock at The Landing in Powell

DATE
2020

INITIAL BUDGET
$8,000

PROJECT TEAM
Jason Hunt, PE
Alan Grissom, PE
Bob Lusby, RLS

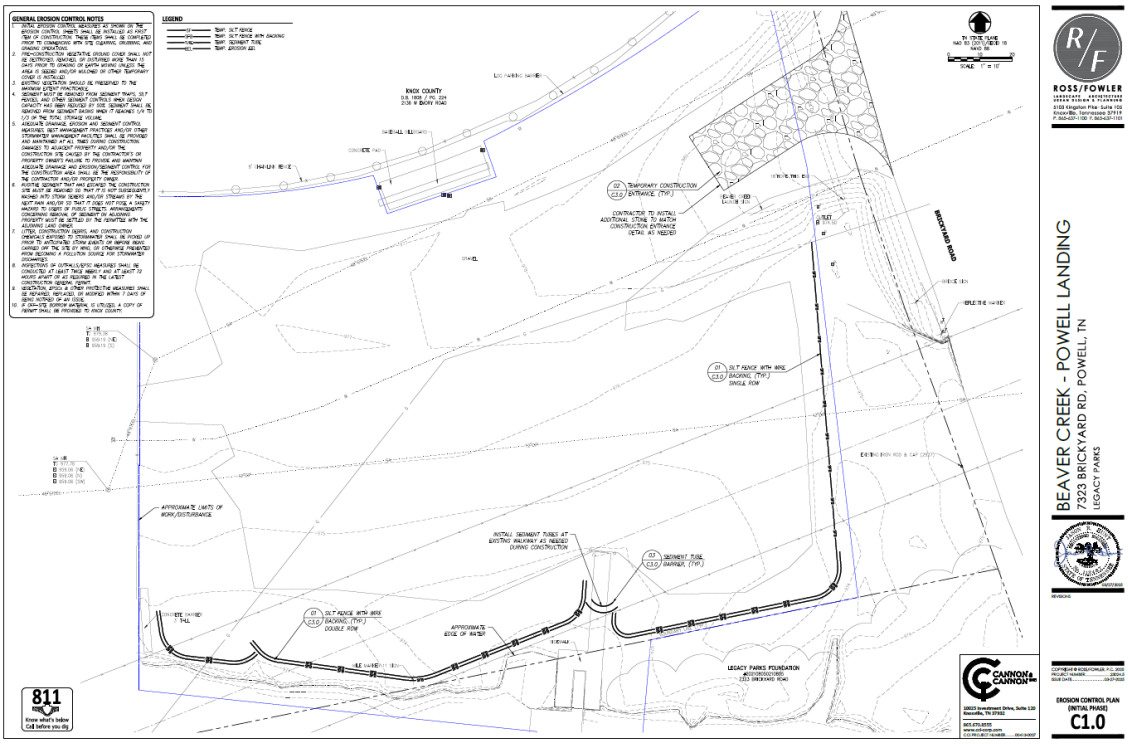
FINAL COST
$8,000

CONTACT

Ms. Carol Evan
Legacy Parks Foundation
625 Market Street
Suite1203
Knoxville, TN 37902
cevans@legacyparks.org
865.525.2585

LEGACY PARKS FOUNDATION
POWELL HIGH SCHOOL LANDING PROJECT

POWELL, TN



Erosion Control Plan

Cannon & Cannon, Inc. (CCI) served as a subconsultant to Ross/Fowler for the Legacy Parks Foundation on the Beaver Creek – Powell High School Landing project. CCI's role included conducting a pre- and post-development runoff analysis to demonstrate a net reduction in site runoff, supporting regulatory compliance with Knox County flood requirements. They also developed permit sketches and narratives for the expansion of the existing kayak launch, securing approvals from TDEC, USACE, and TVA. Additionally, CCI prepared erosion control plans based on site layout and grading plans while ensuring compliance with environmental regulations. Their involvement extended to providing limited construction administration services as needed, with plan revisions available as additional services.

CONTACT *(Prime Consultant)*

Mr. Patrick Brown
Ross/Fowler Landscape Architecture
5103 Kingston Pike
Suite 105
Knoxville, TN 37919
pbrown@rossfowler.com
865.637.1100

DATE
2025–Ongoing

INITIAL BUDGET
Not Applicable

PROJECT TEAM
Jason Hunt, PE

FINAL COST
Not Applicable

Civil & Environmental Consultants, Inc.

PISTOL CREEK STREAMBANK RESTORATION

OWNER/CLIENT

City of Maryville

LOCATION

Maryville, TN

CEC SERVICES

Site Grading/Earthwork Analysis

Construction Drawings and Specifications

Aquatic & Terrestrial Habitat Surveys

CWA §404/401/ARAP Permitting

Bid Documents

Streambank Restoration Design

Tree Planting

Educational Sign Design and Installation

Topographic Surveys

Construction Observation

OWNER OBJECTIVE

The City of Maryville, Tennessee, sought to restore a section of Pistol Creek in Pearson Springs Park and Sandy Springs Park. Pistol Creek had suffered from historic human impacts. It had been straightened and dredged, and the natural streamside forest was cut down. Changes in the surrounding land-use caused more stormwater to enter Pistol Creek at a faster rate, upsetting its natural balance and leading to massive erosion of the streambanks.

The streambank erosion created unattractive scenery and threatened to damage parts of the Alcoa-Maryville Greenway, and increased sediment pollution was detrimental to the natural habitat. In addition to addressing erosion, the City also sought to improve the water quality and wildlife habitat to enhance the beauty of the park.

CEC APPROACH

This streambank stabilization project went along 2,200 linear feet of Pistol Creek, and several eco-friendly techniques were used. Bio-engineering bank treatments were used to reshape the streambanks, and boulder and log structures were used to increase stability. Native trees and shrubs were also planted alongside the stream.

Stabilization of the streambank reduced bank erosion and sediment entering Pistol Creek, which helped protect Pearson Springs Park, enhance natural habitat, and provide a safe and beautiful natural resource for the residents of Maryville to enjoy.



Before



After



Service Dates

Project Start date: March 2020

Project Completion date: June 2020

Fees

- GEI Fee: $9,000

Client Reference

Jeff Beckett, P.E.
Senior Project Manager
865-770-4035
jbeckett@cannon-cannon.com
Cannon & Cannon, Inc.
8550 Kingston Pike
Knoxville, TN 37919

Key Elements

- Geotechnical Exploration
- Slope Stability Analysis

PROJECT

Third Creek Greenway Repair

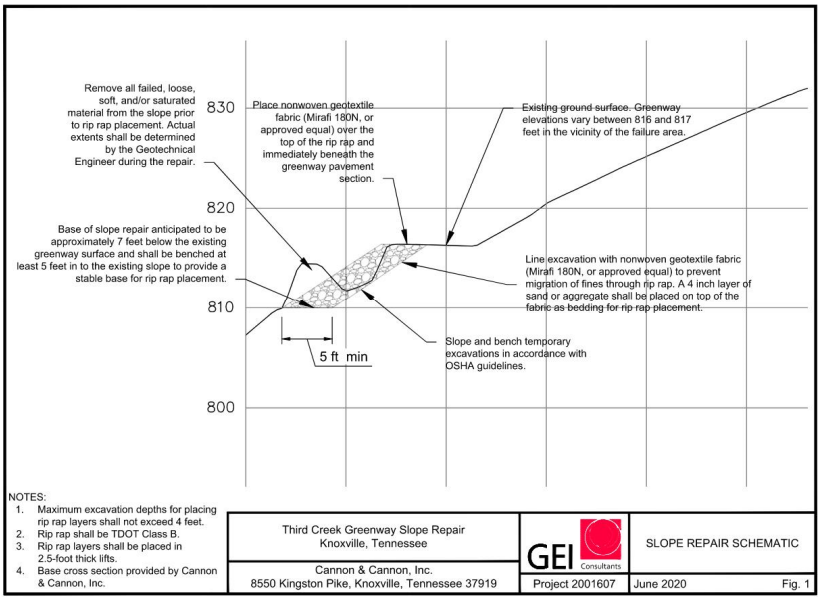
Location: Knoxville, Tennessee
Client: Cannon & Cannon, Inc.

GEI provided geotechnical exploration, laboratory testing, and engineering services to Cannon & Cannon, Inc. (CCI) for repair of a distressed section of a City of Knoxville (the City) greenway.

A section of the Third Creek Greenway in Knoxville, Tennessee was experiencing distress in the form of cracking and downhill translation of the adjacent slope. The area of concern was approximately 50 feet long and impacted the entire outside (i.e., fill side) section of the greenway, which had to be cordoned off by the City. Vertical slope displacements appear to be on the order of 3 to 4 feet, as depicted in the photographs.

The City requested CCI perform a study of the area and prepare typical construction details and bid documents for the selected repair alternative. CCI requested GEI assist in this effort by providing field exploration, laboratory testing, and engineering analysis of the preferred stabilization alternative, which was a rip rap slope/rock buttress.

GEI performed a field exploration at the site consisting of soil test borings and obtained samples for laboratory testing. Upon receipt of the laboratory test results, GEI performed slope stability analysis of the current and proposed repair geometries. GEI then developed a slope repair schematic (shown below) for use in the City's repair.



PROJECT

Virtue Road Improvements

Location: Farragut, Tennessee
Client: Vaughn & Melton and BELL Construction

GEI personnel provided geotechnical exploration, laboratory testing, and engineering services to Vaughn & Melton (V&M) for a realignment, greenway, and bridge replacement project in the Town of Farragut (Town). Additional materials testing support was provided to Bell Construction during construction of the project.

A section of Virtue Road in Farragut, Tennessee had exceeded traffic capacity and required a bridge replacement. Additionally, a closed depression adjacent to the roadway was evaluated as a potential sinkhole. A new greenway was also to be constructed to replace the existing sidewalk for the length of the project.

The Town requested V&M perform a study of the area and prepare typical roadway plans and design a replacement bridge. V&M requested GEI personnel assist in this effort by providing field exploration, laboratory testing, and engineering analysis of the closed depression.

GEI personnel performed a field exploration at the site consisting of soil test borings and obtained samples for laboratory testing. Upon receipt of the laboratory test results, GEI personnel prepared a geotechnical report with recommendations for construction of the roadway and new bridge. Analysis of the closed depression indicated it was likely not karst related.

BELL Construction was awarded the contract to construct the new bridge, greenway, and roadway widening. GEI personnel managed the materials testing on the project including observations of the bridge foundations during construction, field density testing, and laboratory testing.



Service Dates

Project Start date: January 2018

Project Completion date: April 2021

Fees

- Geotechnical Exploration Fee: $20,000
- Construction Materials Testing Fee: $25,000

Client Reference

Cassy Goldston, P.E.
Project Manager

865-546-5800
JMT, Inc.
(Formerly Vaughn & Melton, Inc.)
1909 Ailor Avenue
Knoxville, TN 37921

Nathan Quinn
Project Manager

615-373-4343
BELL Construction Company
1000 Health Park Dr.
#150, Brentwood, TN 37027

Key Elements

- Geotechnical Exploration
- Construction Quality Assurance

PROJECTED WORKLOAD

The listing below represents active projects that utilize members of our proposed project team and also have significant work remaining. These projects are in various stages of completion and many are on hold pending action by others – such as TDOT Local Programs. The following is our best estimate of our staff availability at the present time for the next 12 months based on current work remaining under contract:

- Transportation Division Staff: 60%
- Utility Coordination Staff: 20%
- Survey: 20% (Generally maintains a 3-4 week backlog)

Please understand – If CCI is selected for this project – we will manage project tasks and set priorities according to project milestones. We will complete these tasks in a timeframe that will meet and hopefully exceed Knox County's requirements.

- Putnam Co, I-40 at Baxter Lighting and Signals
- Sullivan Co, SR 36 Roadway Lighting
- Carter Co, I-26 Interchange Lighting
- Unicoi Co, I-26 Interchange Lighting
- Anderson Co, SR 9 Lighting
- Unicoi Co, SR 107 MMAG
- Sullivan Co, SR 44 MMAG Bluff City
- Sullivan Co, SR 36 MMAG Kingsport
- Greene Co, SR 35 MMAG
- South Charles Seivers at Mariner Point Traffic Signal Design
- Traffic Signal Upgrades for the University of Tennessee
- Magnolia Avenue Streetscape Phase 3
- Chapman Highway at Fort Avenue Traffic Signal Improvements
- First Creek Greenway - Willow Avenue
- Couch Mill at Steele Construction Plans
- Emory at Beaver Ridge Intersection Improvements
- Halls Greenway
- Hardin Valley Corridor Study
- Hardin Valley Roadway Phase 2
- Anderson County Norwood School MMAG
- Anderson County SR61/SR62 TAP
- State Route 416 at Pittman Center Road Improvements
- State Route 66 at Fred Bryan Road Traffic Signal Design
- Farragut ATMS Phase 1
- Concord Road at Loop Road Traffic Signal Design
- Knoxville Advanced Traffic Management System
- Sevier County Smart Signals
- Sweetwater SR-2 Multi-Use Path (Monroe to Calvary Chapel)
- Sweetwater SR-2 TAP Project (Biggs to Mayes)
- TYS Roadway Improvements Programming
- TYS Airport Garage Construction Administration
- Wilkinson Pike Culvert Replacement
- Rocky Top 25W Sidewalk Improvements
- LaFollette SR-9 Jackboro Pike Sidewalks
- Old Niles Ferry at Fairview



LICENSURE, INSURANCE AND LITIGATION

Professional Licensure

Commerce and Insurance Verify

Details for BECKETT, RICHARD JEFFREY

License details for the selected record.

Summary

License	Status	Expiration Date
105722 Professional Engineer A&E Engineer Architects and Engineers	Active	07/31/2026

Original Licensure Date
07/06/2000

Commerce and Insurance Verify

Details for BOTTOMS, REBECCA CARMEN

License details for the selected record.

Summary

License	Status	Expiration Date
102750 Professional Engineer A&E Engineer Architects and Engineers	Active	07/31/2026

Original Licensure Date
07/16/1996

Commerce and Insurance Verify

Details for HUNT, JASON RALPH

License details for the selected record.

Summary

License	Status	Expiration Date
112487 Professional Engineer A&E Engineer Architects and Engineers	Active	01/31/2027

Original Licensure Date
01/16/2009

Commerce and Insurance Verify

Details for Palmer, Thomas

License details for the selected record.

Summary

License	Status	Original Licensure Date
35124 Engineer Intern Engineer Interns Architects and Engineers	Active	07/21/2021

Commerce and Insurance Verify

Details for LUSBY, ROBERT G JR.

License details for the selected record.

Summary

License	Status	Expiration Date
1332 Land Surveyor Land Surveyors Land Surveyors	Active	12/31/2025

Original Licensure Date
04/25/1980

Commerce and Insurance Verify

Details for WINTER, JOHN DAVID

License details for the selected record.

Summary

License	Status	Expiration Date
2717 Land Surveyor Land Surveyors Land Surveyors	Active	12/31/2025

Original Licensure Date
06/30/2008

Insurance Coverage

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/3/2025

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 Peoples First Insurance P.O. Box 66 Rock Hill SC 29731	**CONTACT NAME:** Lisa Fleenor **PHONE (A/C, No, Ext):** 803-324-5262 **FAX (A/C, No):** 803-329-5301 **E-MAIL ADDRESS:** lfleenor@peoplesfirstinsurance.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A : At Bay Specialty Insurance Company
INSURED CANN&CA-01 Cannon & Cannon, Inc. 10025 Investment Drive, Suite 120 Knoxville TN 37932	INSURER B : Accident Fund Insurance Company of America — 10166 INSURER C : Selective Ins. Co. of America — 12572 INSURER D : HANOVER INS CO — 22292 INSURER E : American Alternative Insurance Corporation INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 877451057 **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	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / X PRO-JECT / LOC OTHER:	Y	Y	S 2646250	4/26/2024	4/26/2025	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 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	S 2646250	4/26/2024	4/26/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Ded	$ 1,000,000 $ $ $ $ 1,000
C	X **UMBRELLA LIAB** / X OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / RETENTION $	Y	Y	S 2646250	4/26/2024	4/26/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	100115012	6/30/2024	6/30/2025	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
D A E	Professional Liability Cyber Liability Drone Liability	Y	Y Y	LH6 J705505 00 AB-6646035-02 902950	4/26/2024 3/6/2024 7/31/2024	4/26/2025 3/6/2025 7/31/2025	$2,000,000 each claim Cyber Drone	$4,000,000 agg $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

Knox County Procurement
1000 N Central St, Ste 100
Knoxville TN 37917

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

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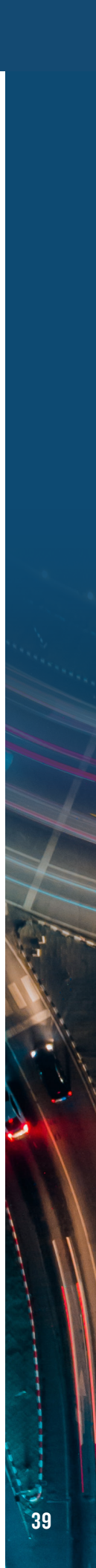
Litigation

In 2022, CCI was named as a defendant in a lawsuit in connection with design services provided for a project. The lawsuit also included the project's general contractor, the City's additional consulting engineer, and the project inspector. CCI consistently denied the allegations brought forth by the City, and the matter was resolved through a settlement in late 2024, **with no admission of liability.**



Unlimited Prequalification

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROFESSIONAL SERVICES DIVISION
SUITE 500, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402

BUTCH ELEY
DEPUTY GOVERNOR
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

March 25, 2025

Mr. Houston E. Daugherty
CCI (Cannon & Cannon, Inc.)
10025 Investment Drive, Suite 120
Knoxville, TN 37932

Subject: Evaluation of Consultant Pre-qualification Form
(DT-0330 Revised 11/24)

Dear Mr. Daugherty:

The Department has completed an evaluation of your firm's Consultant Pre-Qualification Form DT-0330 received on March 20, 2025. You are hereby informed that your firm shall be considered as having **Unlimited Qualification** for the following disciplines for a three-year period beginning **March 25, 2025**:

Administrative
CADD Technician
Civil Engineer
Construction Inspector
Construction Manager
Electrical Engineer
Environmental Engineer
GIS Specialist
Geologist
Hydraulic Engineer
Land Surveyor
Project Manager
Technician / Analyst
Transportation Engineer
Water Resource Engineer

Please be advised that consulting firms desiring to contract with TDOT must assume full responsibility for renewing their pre-qualification status via the DT-0330 Part 1 Form.

Thank you for keeping the information regarding the qualification of your firm current with us. Should you have any questions in this regard, please contact this office.

Sincerely,

Chad Schulhauser (Mar 25, 2025 15:31 CDT)

Chad Schulhauser, PE
Executive Director Engineering Support

CS/SL

APPENDIX



1.0 Firm Overview

1.1 Knoxville Summary

The Knoxville, TN office of CEC was established in 2014 with two practices, civil and survey. The office has since grown to include ecological, environmental, structural, and water resources practices to compliment the civil and survey practices. It currently includes 73 staff across the noted disciplines. The staff in Knoxville have developed great relationships across the public and private sectors and include a client mix of public and regulatory agencies, municipalities, universities, architects, land developers, contractors, manufacturers, and mining companies.

Civil & Environmental Consultants, Inc. (CEC) was established in 1989 to provide industry-focused consulting services that advance our clients' strategic business objectives, and since that, time has grown for a company of more than 1,500 professionals.

CEC is recognized for providing knowledgeable, innovative design solutions and integrated expertise in the primary practice areas of civil engineering, survey, environmental engineering and sciences, ecological sciences, waste management, GIS, and water resources.

CEC provides high quality professional engineering and environmental science to private and public sector clients. Our services will be offered when properly educated managers and staff are available to meet our clients' technical requirements, time schedule, and budget. Our Core Values include safety, integrity, collaboration, personal and professional development, and service excellence. We provide our clients with personal business relationships; senior project leadership, responsiveness, client advocacy, a knowledge/ understanding of our client's needs, and integrated services.

CEC's Strategic Plan Goals include the following: Accident & Incident Free Workplace: a safe workplace for CEC employees and subcontractors that achieve the safety metrics required by our clients. Culture of Leadership Development: a continuous and sustainable supply of leaders to allow for coherent leadership transition and company growth. Consistently Deliver Quality Services: the services performed on schedule and within budget for our clients.

Be Known for Industry and Technical Expertise: build the reputation as knowledgeable employees and experts in the industries that we serve.

Operate with a Responsible Business Culture: a business culture that is respected by clients, competitors, regulators, the community, and our employees.

CEC will provide services from the Knoxville office but will draw additional support from other CEC offices as necessary to support our clients for requested services as we have done for the past 6 years.

Our staff and company have assisted a significant variety of clients in the public, private, manufacturing, and institutional markets by providing a wide array of engineering and environmental services. Our team is dedicated to serving our clients as a trusted partner and provide exceptional client service from project inception to project closeout and beyond.



WHAT WE DO & WHERE WE ARE.

PRACTICES

- Air Quality
- Civil Engineering
- Cultural Resources
- Ecological Sciences
- Environmental Engineering and Sciences
- Survey/Geospatial
- Waste Management
- Water Resources

MARKETS

- Manufacturing
- Mining
- Oil & Gas
- Power
- Public Sector
- Real Estate
- Solid Waste



Athens, PA
877.389.1852

Austin, TX
512.439.0400

Boston, MA
866.312.2024

Bridgeport, WV
855.488.9539

Charleston, WV
304.808.7650

Charlotte, NC
855.859.9932

Chicago, IL
877.963.6026

Cincinnati, OH
800.759.5614

Cleveland, OH
800.365.2324

Columbus, OH
888.598.6808

Corpus Christi, TX
800.365.2324

Eagle Pass, TX
346.378.7800

Fishers, IN
317.570.8800

Greenville, SC
855.574.4331

Houston, TX
800.365.2324

Indianapolis, IN
877.746.0749

Knoxville, TN
865.977.9997

Martinsburg, WV
800.365.2324

Mission, TX
346.378.7800

Monroeville, PA
800.899.3610

Nashville, TN
800.763.2326

Oklahoma City, OK
405.246.9411

Peabody, MA
866.312.2024

Philadelphia, PA
888.267.7891

Phoenix, AZ
877.231.2324

Pittsburgh, PA
800.365.2324

Sacramento, CA
760.977.8106

San Diego, CA
619.837.6555

Sevierville, TN
865.774.7771

St. Louis, MO
866.250.3679

Tempe, AZ
877.231.2324

Toledo, OH
855.274.2324

Tuscon, AZ
520.321.4625

GEI Consultants

Founded in 1970, GEI has grown from a small geotechnical specialty firm to over 1,500 professionals with 59 offices in the United States and Canada. As a nationwide leader in geotechnical engineering, GEI's core strength lies in its expertise in this field. While we also offer environmental, water resources, and construction management services, geotechnical engineering remains our primary focus.

GEI has a robust civil, geotechnical, and geostructural engineering design practice. This group designs roads, bridges, foundations, and pipe/pipeline infrastructure projects throughout the US and abroad, including bridges, greenways, pedestrian and bike paths, boardwalks, overlooks, and sidewalks.

GEI has provided geotechnical engineering consulting for numerous landmark construction projects, including commercial, institutional, and industrial buildings; dams, levees, pipelines; tunnels, highways, bridges; and construction-related structures like slurry walls and excavation support systems. Many of these projects also benefit from our environmental, water resources, and ecological expertise, which complement our comprehensive knowledge of soil behavior, groundwater flow, and earth science. This is evidenced by our numerous geotechnical projects and our indefinite delivery contracts with many agencies.

GEI is renowned for its exceptional heritage and expertise in geotechnical investigation and analysis, dating back to our founders. Over the years, we have developed proven methods for economically obtaining the geotechnical data needed to support engineering projects. Our geologists and geotechnical engineers are adept at evaluating project design needs and collecting and reviewing existing information to create an effective and economic data collection effort.

Our qualifications in geotechnical investigations are supplemented by our team's extensive capabilities in geotechnical analysis and evaluation and in preparing geotechnical reports with recommendations for design and construction. Our expertise spans the full spectrum of geotechnical activities, such as review of historical information, subsurface explorations, laboratory testing, geotechnical analyses of all types, distress investigations, foundation design, groundwater studies, subsidence studies, and fault and seismic studies. We often perform value engineering to confirm that viable alternatives are considered and presented.

GEI has an excellent track record for performing projects within established schedules and budgets. We have recent and varied experience with "on call" engineering service contracts and we have the staff capacity to efficiently perform multiple task orders concurrently, something we have done many times for our clients.

The GEI project team's specialized experience can effectively deliver infrastructure planning and design improvement services while minimizing risks typically associated with these types of capital spending efforts. GEI has been involved extensively with public and private sector clients in the scoping, planning, and delivery of infrastructure capital improvements and upgrades including assessments, capital planning, design, bidding, and construction.

Our unique ability to provide so many engineering and science services in-house saves our clients valuable time and money, while providing opportunities to rehabilitate existing parks or to reclaim under-utilized urban sites into public open spaces, parks, and waterfronts.





CCI (Cannon & Cannon, Inc.)

10025 Investment Drive, Suite 120
Knoxville, TN 37932

www.cci-corp.com

Attachment E

Contractor's Scope of Services

June 30, 2025

Ben A. Friend, P.E.
Civil Engineering Manager
Knox County Engineering and Public Works
205 West Baxter Avenue
Knoxville, TN 37917

RE: PIN: 134645.00, Proposed Greenway and Pedestrian Bridge
Powell High School Area, Knox County, Tennessee

Dear Mr. Friend:

Cannon & Cannon, Inc. (CCI) is pleased to submit this proposal to Knox County Engineering and Public Works for providing professional engineering and surveying services related to the Powell High School Greenway and Pedestrian Bridge Project. The proposed greenway would extend from the intersection of Powell Drive and Brickyard Road, cross Beaver Creek with a pedestrian bridge, follow the boundary of Powell High School with connection to the existing pedestrian facility along W. Emory Road. See attached map. Since the project is partially funded as part of the Transportation Alternatives Program Grant (TAP), the design services will be performed in accordance with the TDOT Local Government Guidelines. We have based our scope and services on our understanding of the project scope and our previous coordination meeting.

SCHEDULE OF FEES (LUMP SUM - See Attached Scope of Services)	**$231,000**
Topographic and Property Survey	$12,500
NEPA and Concept Plans (10%)	$45,000
Preliminary Plan Phase (40%)	$30,000
Geotechnical Exploration and Report	$33,000
FEMA Flood Study	$25,000
Right-Of-Way Plan Phase (70%)	$30,000

Utility, Right-of-Way, and Permitting Coordination	$12,000
Final Construction Plans (100%)	$30,000
Bidding Services	$7,500
Construction Administration (RFIs)	$6,000

Cannon & Cannon, Inc. (CCI) appreciates the opportunity to prepare this proposal to provide engineering and surveying services for Powell High School Greenway and Pedestrian Bridge. In accordance with your request, the following is a summary of our proposed scope of work and fee structure.

This proposal is valid for 90 days from the date this letter was sent for your review. The budget and timeframe for this proposal shall be renegotiated if it hasn't been signed within this period of time.

We look forward to working with you on this project. Please do not hesitate to contact us with any questions or if you require additional information.

Sincerely,

Jeff Beckett

Jeff Beckett, P.E.
Transportation Team Leader

AUTHORIZATION TO PROCEED:

By:_____ Date:_____

AUTHORIZED BY:

By:_____ Date:_____
Jeff Beckett, P.E.

Attachments: CCI Standard Hourly Rates
CCI Terms and Conditions

SCOPE OF WORK

A. TOPOGRAPHIC AND PROPERTY SURVEY

i. Topographic Survey, including planimetric and utilities.
   - Utility survey does not include location of underground utilities.
   - Above grade and underground utilities will be shown based on visible appurtenances, public records, and/or maps provided by the utility owners.

ii. Property Survey includes right of way and property owner research.

B. NEPA AND CONCEPT PLANS

i. National Environmental Policy Act (NEPA) Documentation
   a. Per TDOT Local Programs Guidelines
   b. Jurisdictional Waters Assessment
   c. Archaeological Survey along Beaver Creek
   d. Protected Species Habitat Assessment

ii. Concept Plans (10%) to be provided with the NEPA document submittal.

C. PRELIMINARY PLANS

i. Title Sheet
ii. Typical Sections
iii. Right-of-Way Notes, Utility Notes, and Utility Owners
iv. Property Map
v. Present Layout
vi. Right-of-Way Details
vii. Proposed Layout
viii. Profiles
ix. Drainage Maps
x. Structural Plans for Bridge Abutments and Prefabricated Bridge Selection.
xi. Greenway Cross-Sections
xii. Preliminary Engineering Construction Cost Estimate

D. GEOTECHNICAL EXPLORATION AND REPORT

i. Geotechnical Drilling and Laboratory Services
   a. At Each Bridge Abutment
   b. Along Greenway path (150-200 ft spacing)

ii. Geotechnical Data Report with boring logs and test results.

E. FEMA FLOOD STUDY

i. Based on the Beaver Creek FEMA Floodway, Flood Plain Mapping and Flood Model, CCI will evaluate the impacts of the proposed greenway and pedestrian bridge.
ii. CCI will evaluate a No-Rise Flood Study and Certification per FEMA regulations.
iii. It is anticipated that Letters of Map Revisions are not warranted. Additional services and fees may be provided upon request.

F. ROW PLANS

i. Preliminary Plans Finalized
ii. Property Maps, Acquisition Tables, and ROW Detail Sheets
iii. Drainage Maps, Culvert Cross Sections and Drainage Design
iv. Structural Design of Bridge Abutments and Prefabricated Bridge Selection.
v. Erosion Prevention and Sediment Control Phased Sheets for Permitting
vi. Traffic Control Plans
vii. Preliminary Engineering Construction Cost Estimate

G. UTILITY, RIGHT-OF-WAY, AND PERMITTING COORDINATION

i. Per TDOT LP guidelines, Initial and Final Utility Coordination with Utility Certification.
ii. Per TDOT LP guidelines, Right-of-Way Coordination with Knox County. CCI to provide legal descriptions for easements and right-of-way acquisition. (Does not include property assessment or acquisition services), Coordinate ROW Certification
iii. Tennessee Department of Environmental and Conservation Permitting (including NPDES, SWPPP and ARAP permitting if necessary), Permit Certification

H. FINAL CONSTRUCTION PLANS

i. Incorporate ROW plans to Construction Plans
ii. List of Standard Drawings (TDOT specifications)
iii. Estimated Quantities and Tabulated Quantities
iv. General and Special Notes
v. Engineer's Construction Cost Estimate
vi. Prepare bid book and technical specifications per TDOT LP guidelines.

I. BIDDING SERVICES

i. Advertise Per TDOT LP Guidelines.
ii. Attend and facilitate Pre-Bid Meeting and Bid Opening.
iii. Respond to contractor's questions for clarification.
iv. Prepare and distribute Bid Addenda as needed.
v. Provide Bid Tabulation and Award recommendation.

J. LIMITED CONSTRUCTION ADMINISTRATION PHASE

i. Attend Pre-Construction Meeting
ii. Contractor Request for Information and Responses

ADDITIONAL SERVICES

The following services are not included in this proposal and may require an amended budget:

1. Utility Design and Relocation
2. Full Construction Engineering Inspection
3. Construction Staking Services

FEE STRUCTURE

Based on our understanding of this project, the proposed budget for the scope of work described is $231,000. CCI will invoice this on a lump sum basis, with monthly invoices to be issued in accordance with monthly estimates of the percent completion of the project. Additional services that may become necessary beyond the project scope of work will be invoiced on an hourly basis at the then-current CCI standard hourly rates. In the unforeseen event the scope of work significantly changes requiring an amended budget, a revised proposal will be submitted for your approval prior to proceeding.

CCI will start work immediately upon authorization to proceed. Reference is made to the attached CCI Standard Terms and Conditions to be included as part of this proposal.

STANDARD TERMS AND CONDITIONS

PROJECT: **PIN 134645.00 PROPOSED GREENWAY AND PEDESTRIAN BRIDGE**
POWELL HIGH SCHOOL AREA, KNOX COUNTY, TENNESSEE

CLIENT: KNOX COUNTY, TENNESSEE

1. APPLICATION: The following terms and conditions shall apply to, and are expressly incorporated in, any Agreement whereby KNOX COUNTY, TENNESSEE hereinafter, "CLIENT") engages CCI (Cannon & Cannon, LLC.) (herein after, "CCI") for its provision of any engineering and related consulting services for CLIENT, and unless excluded or modified in writing, and signed by CCI and CLIENT, all such terms and conditions shall supersede any differing or contrary terms or conditions set forth in any other document exchanged between CCI and CLIENT, including any contract documents pertaining to the above referenced project.

2. STANDARD OF PERFORMANCE: The standard of care for all professional services rendered by CCI, whether engineering or survey services, is that degree of care and skill ordinarily employed by the engineering or surveying profession practicing under the same or similar circumstances, including the particular circumstances of the referenced project. CCI makes no warranties, expressed or implied, with respect to the provision of its services to the CLIENT, nor does CCI assume or owe any fiduciary duty to CLIENT in connection with CCI's provision of any services.

3. DEFECTS/IMPERFECTIONS IN SERVICE: The CLIENT shall promptly report to CCI any defects or suspected defects in CCI's services so that CCI may take measures to minimize the consequences of such defects. The CLIENT further agrees to impose a similar notification requirement on all contractors and subcontractors that perform work on the Project. Failure by the CLIENT to notify CCI of known or suspected defects in CCI's services shall relieve CCI of the responsibility for said defects above the sum that would have been required to remedy said defects when first discovered or suspected.

4. CORPORATE PROTECTION: It is intended by the parties to this Agreement that CCI's services in connection with the Project shall not subject CCI's individual employees, officers or directors to any personal liability for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein or in any other agreement, the CLIENT agrees that any claim, demand, cause of action, or suit arising from this Agreement and/or CCI's services shall be directed and/or asserted only against CCI, a Tennessee corporation, and not against any of CCI's individual employees, officers or directors.

5. INTERPRETATION: Waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action. "Parties" means the CLIENT and CCI, and their officers, directors, partners, and employees.

6. SERVICES AND INFORMATION: CLIENT will provide all criteria and information pertaining to CLIENT's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, and any budgetary limitations. CLIENT will also provide copies of any CLIENT-promulgated Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project. CLIENT will furnish the services of soils/geotechnical or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by the CCI or any other design professionals engaged by CLIENT. CLIENT bears sole responsibility for the technical accuracy and content of any CLIENT-furnished documents and services. In performing professional engineering, and/or surveying and related services hereunder, it is understood by CLIENT that CCI is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT's sole responsibility to obtain the advice and counsel of attorneys, insurance counselors or accountants to protect the CLIENT's legal, risk, and financial interests. To that end, the CLIENT agrees that CLIENT or the CLIENT's representative shall examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by the CCI, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT deems necessary to protect the CLIENT's interests before CLIENT takes action or forebears to take action based upon or relying upon the services provided by CCI. CLIENT recognizes and acknowledges that CCI's performance of services is, in part, dependent upon CLIENT's timely and complete tender of project-related information, e.g. as-built surveys or the like, which may bear on the services CCI has been engaged to perform. CCI shall be entitled to rely upon the accuracy and completeness of such CLIENT information. Unless otherwise expressly agreed in writing, CCI shall bear no obligation to independently verify the accuracy or completeness of such CLIENT information, and shall bear no liability for any loss, damage, or imperfection in its services which is attributable, in whole or in part, to any inaccuracy or incompleteness in such CLIENT provided information.

7. ACCESS TO THE SITE / JOBSITE SAFETY: Unless otherwise agreed in writing, CCI shall have access to the project site for activities necessary for the performance of its services. CCI will take precautions to minimize damage resulting from these activities, but CCI has not included in the project fee the cost of restoration of any damage.

The CLIENT understands that CCI has not been retained and is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of the project Contractor or of the Contractor's construction related activities, nor has CCI been retained or responsible for jobsite safety. CCI will not be responsible for any losses or injuries that occur at the Project site other than to CCI employees or CCI subconsultants. Any reference in any work product of CCI, including its Instruments of Service, to any site or construction phase safety measures are not intended as, nor shall they be construed, as directives for the Contractor's compliance with applicable safety rules and regulations.

8. LIMITS OF CONSTRUCTION SITE OBSERVATION: To the extent CCI's and/or its Consultant's scope of services may involve any observation of portions of the project work, such review by CCI and/or its Consultants shall not relieve the contractor(s) from its sole responsibility for performing the work in accordance with applicable contract documents and standards of practice and performance in the construction industry. CCI shall not control or have charge of, and shall not be responsible for, any construction means, methods, techniques, sequences, procedures of construction, health or safety programs or safety techniques or safety precautions set forth in any project contract documents. CCI shall not manage, supervise, control or have charge of construction or the contractor's safety program or safety practices. Further, CCI shall not be responsible for the acts or omissions of the contractor or other parties on the project arising out of its/their failure to comply with any federal, state, local, or contractually imposed safety rules and regulations.

9. INDEMNIFICATION: If any claim for personal injury or property damage is brought against the CLIENT by any third-party in relation to CCI's project related services, and such claim is directly related, in whole or in part, to the negligent errors or omissions of CCI, CCI will indemnify the CLIENT against any loss or judgment, including reasonable attorneys' fees and costs, but only to the extent such loss or judgment is actually caused by CCI's negligence.

10. INSURANCE: CCI agrees to procure and maintain, at its expense, Worker's Compensation insurance as required by law of the state within which the project lies; Automobile Liability insurance; Commercial General Liability insurance; and Professional Liability Insurance for claims arising out of CCI's negligent performance of any professional services rendered on behalf of CLIENT. Upon request, CLIENT shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the CLIENT. CLIENT is not, and cannot be made, an additional insured on CCI's Professional Liability Insurance. CLIENT represents that it is self-insured. Upon request, CLIENT may obtain a certificate of insurance from CCI confirming the issuance of such insurance.

11. N/A

12. OWNERSHIP/RE-USE OF DOCUMENTS/ELECTRONIC DATA: All data, reports, drawings, specifications, record drawings, surveys or survey data and other deliverables (collectively, "Instruments of Service"), whether in printed or electronic media format, provided or furnished by CCI to CLIENT pursuant to this Agreement are, and shall remain, the property of CCI, and in which Instruments of Service CCI shall retain all ownership and property interest therein, including the copyright and the right of reuse at the discretion of the CCI, whether or not the project is commenced or completed.

Because data stored in electronic media format can deteriorate or be modified inadvertently or maliciously without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. CCI grants CLIENT a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the CLIENT, subject to receipt by CCI of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) CLIENT acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by CCI, or for use or reuse by CLIENT or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by CCI; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by CCI, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to CCI or to its officers, directors, members, partners, agents, employees, and Consultants; and (3) such limited license to CLIENT shall not create any rights in third parties. If CCI at CLIENT's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then CLIENT shall compensate CCI at rates or in an amount to be agreed upon by CLIENT and CCI. CLIENT or CCI may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum", or cost reimbursement, the final invoice will include all services and expenses

associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs CCI incurs as a result of commitments that had become firm before termination, and for reasonable profit for services performed.

CCI WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR THE SERVICE OR ITEMS OBTAINED THROUGH THE WEBSITE OR THE SERVICE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT. IN NO EVENT WILL CCI BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES OR ANY WEBSITES ASSOCIATED WITH IT, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

13. OPINIONS OF CONSTRUCTION COST: Any opinions of probable project cost or probable construction cost provided by CCI are made on the basis of information available to CCI, together with CCI's experience and qualifications with regard to the aspects of the project for which CCI is providing its professional services. However, since CCI has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') means and methods of operations or of its determining prices, or over competitive bidding or market conditions, or with regard to the timing of the project work, CCI does not warrant or guarantee that any proposals, bids, price terms, or actually incurred project or construction costs will not vary from any opinions of probable project cost or probable construction cost provided by CCI.

14. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: Where it is understood and agreed to that CCI's engagement does not include project observation or the review of the Contractor's performance or any construction phase services, the CLIENT shall be responsible at their sole discretion for such services. Further, the CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation and/or supervision and waives any claims against CCI that may be in any way connected thereto.

If the CLIENT requests in writing that CCI provide any specific construction phase services and if CCI agrees in writing to provide such services, then CCI shall be compensated for these services as provided for in the Agreement.

15. SUSPENSION OF SERVICES/TERMINATION: In the event CLIENT fails to pay CCI's invoices as they become due, CCI reserves the right, in its sole discretion, to suspend all work under its agreement with CLIENT, and CLIENT bears all risk of delay or other resulting impact to CCI's resumption of performance. The obligation to provide further services under this Agreement may be terminated without cause by either party upon seven (7) days written notice. On termination by either the CLIENT or CCI, the CLIENT shall pay CCI with respect to any services performed to the date of termination (including all reimbursable expenses incurred).

16. SEVERABILITY: If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term of condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

17. CCI'S INVOICES AND PAYMENT: CCI will transmit, on at least a monthly basis, its invoice(s) for services. CCI may transmit its invoices more frequently as the circumstances may dictate, or on a

shorter interval as requested by CLIENT. CLIENT agrees to pay such invoice(s) within thirty (30) calendar days of the date of receipt. All charges for professional services and expenses will conform to CCI's schedule of rates which is appended to the Agreement. CLIENT's payment of CCI's invoices shall not be conditioned on any contingency, such as CLIENT's payment of any corresponding funds from a lender or other third-party. CCI will retain receipts for reimbursable expenses in general accordance with the Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be reasonably available for inspection by CLIENT's auditors upon request. If CLIENT reasonably disputes any charge within a CCI's invoice, CLIENT agrees to give CCI prompt written notice of such dispute, but CLIENT shall otherwise pay all non-disputed charges. Any disputed charges shall be settled within the next billing cycle of CCI.

18. CHANGES: The parties agree that any change or modification to the Agreement, including any document incorporated therein, including to these Standard Terms and Conditions, shall be void and of no force or effect unless such change(s) is/are reduced to writing, dated, executed by an authorized representative of each party, and made part of this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by CCI are estimates to perform the services required to complete the project as CCI understands the project to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the scope of services to be performed. CCI will inform CLIENT of such situations so that changes in scope and adjustments to time of performance and compensation can be made as required. If such change(s), additional services, or suspension of services results in an increase or decrease in the cost of or time required for the performance of the services, and an equitable adjustment shall be made, and the Agreement modified accordingly.

19. N/A

20. DISPUTE RESOLUTION: All claims, disputes and other matters in question arising out of, or relating to, this Agreement, or the breach thereof, shall be resolved according to the dispute resolution procedures set forth herein, and the parties agree to be bound by all such procedures.

All disputes shall, as an express condition precedent to any other claims procedure or claim for relief, be submitted to non-binding mediation, to be conducted by a third-party neutral mutually agreed upon by the parties. Mediation shall be initiated by written demand upon the adverse party, setting forth the claims asserted. The costs of the mediator shall be borne pro rata by all parties to the mediation. A mediator shall be retained within 30 days of tender of demand for mediation, and a party's agreement to a mediator shall not be unreasonably withheld. Mediation shall be venued in Knox County, Tennessee, or at such other location as the parties may mutually agree.

If mediation does not result in resolution of the dispute, then any and all claims of the parties shall be subject to litigation in the state courts in Knox County, Tennessee. As an express condition precedent to the filing of any claim for professional errors and omissions against CCI, whether by litigation or otherwise, CLIENT shall, at least 60 days prior to the initiation thereof, serve upon CCI at its principal office a written report from a Tennessee licensed professional engineer setting forth the factual grounds for such claim and the engineer's specific opinions as to each instance of any breach of the standard of care by CCI. Such report shall include the engineer's credentials and list of all information reviewed and considered in making such report.

No third-party shall be joined in any dispute resolution proceeding or litigation without the express written consent of CCI. Under no circumstances shall any claim or dispute resolution proceeding be subject to the Federal Arbitration Act.

21. PLACE OF CONTRACTING/GOVERNING LAW: CCI's Agreement to be engaged by CLIENT shall be deemed made and entered into in the State of Tennessee. All terms of CCI's engagement and course of performance shall be construed and governed by the laws of the State of Tennessee. In no event shall any project situated in Tennessee be made subject to the laws of another state.

22. HAZARDOUS MATERIALS: CLIENT represents to CCI that, to the best of CLIENT's knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT represents that to the best of its knowledge it has disclosed in writing to CCI the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. In the event CCI encounters undisclosed hazardous materials, CCI shall notify CLIENT and, to the extent required by law or regulation, the appropriate government officials, and CCI may, at its option and without liability for consequential or any other damages to CLIENT, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. CLIENT acknowledges that CCI is performing professional services for CLIENT and that CCI is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with CCI's services under this Agreement. If, in CCI's sole discretion, CCI's services hereunder cannot be performed in the manner customarily performed by CCI because of the existence of hazardous materials, CCI shall be entitled to terminate this Agreement for cause on 30 days written notice.

23. EXECUTION: Upon execution by all parties, these Standard Terms and Conditions, together with all contract documents, including the exhibits and schedules made a part thereof, constitute the entire Agreement between CCI and CLIENT, and supersede and control over all prior written or oral understandings. This Agreement may be amended, supplemented, or modified only by a written instrument duly executed by the parties.

24. NO THIRD-PARTY BENEFICIARIES: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CCI. The CCI's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the CCI because of this Agreement or the performance or nonperformance of services hereunder.

25. THIRD-PARTY CONSENTS: If the CLIENT requests CCI to execute any consent reasonably required to facilitate assignment to a lender, CCI agrees to execute only such consents that are consistent with these terms and conditions, and provided further that such consent is submitted to CCI for review at least 14 days prior to any required execution.

CLIENT hereby acknowledges its receipt, review, and acceptance of the foregoing terms and conditions, and CLIENT represents that it has been afforded an opportunity to review same, and hereby agrees that such terms and conditions represent an arms-length transaction between CLIENT and CCI, each having equal bargaining power.

KNOX COUNTY, TN	**CANNON & CANNON, LLC.**
BY: _____	**BY: _____**
(PRINTED NAME:_____)	**(PRINTED NAME:_____)**
TITLE:_____	**TITLE:_____**
DATE:_____	**DATE:_____**

END OF TERMS AND CONDITIONS

SCHEDULE OF CHARGES – HOURLY RATE BASIS

PROJECT MANAGEMENT & DESIGN

Senior Project Manager	$240.00 per hour
Project Manager	$215.00 per hour
Senior Project Engineer	$195.00 per hour
Project Engineer	$180.00 per hour
Senior Engineering Designer	$165.00 per hour
Engineering Designer	$150.00 per hour
Project Technician II	$130.00 per hour
Project Technician I	$110.00 per hour

Rates for Principles and other Professionals/Experts provided upon request as specific project necessitates.

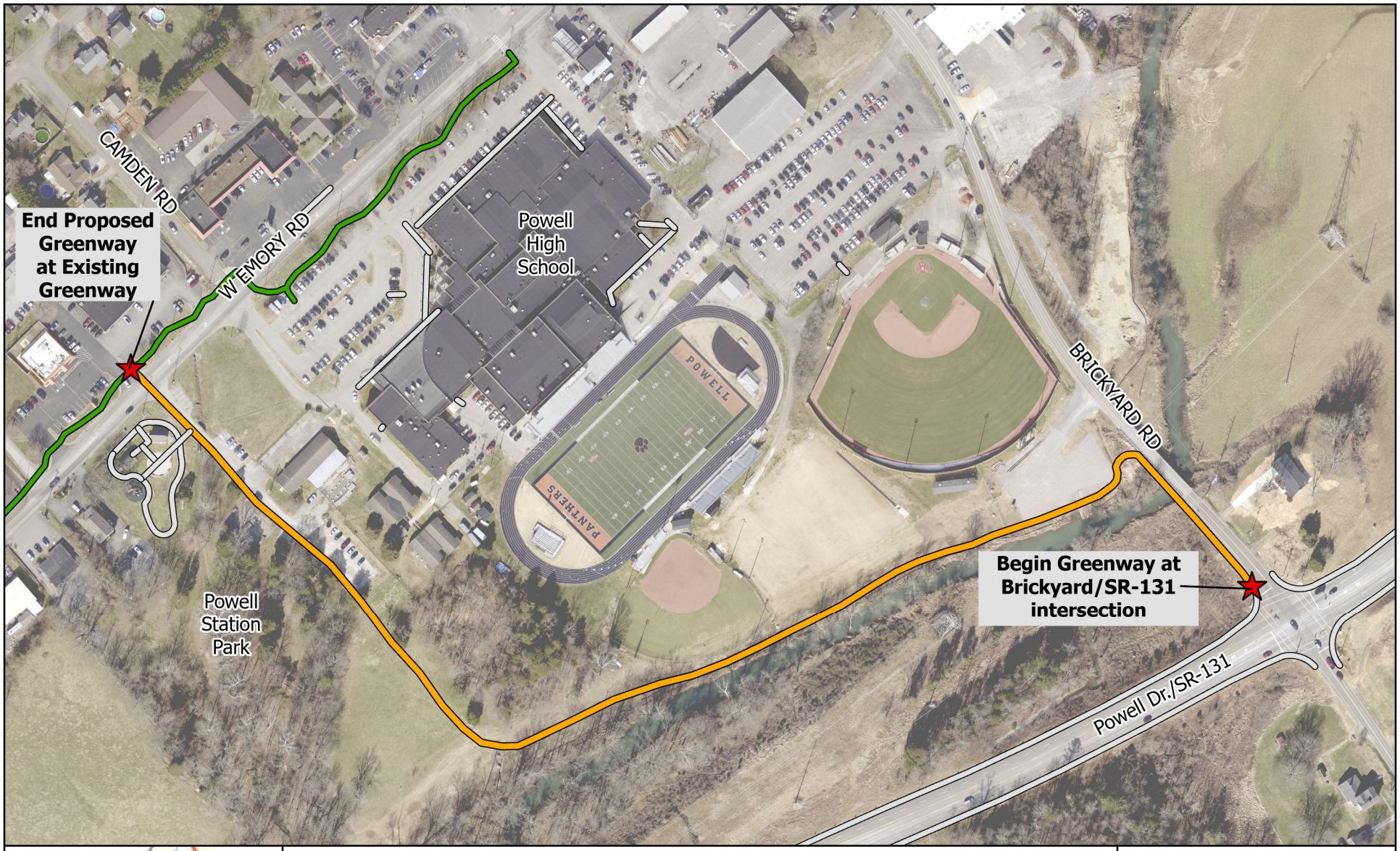
Unless otherwise noted in the Agreement; outside services contracted for a specific project, including but not limited to professional and technical consultants, laboratory testing, reprographics, photography, etc. will be invoiced at the amount of the subcontractor's statement plus 10 percent.

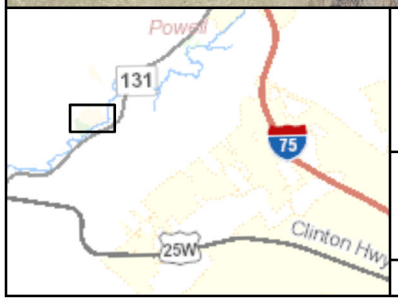
Other expenses which are properly chargeable to the work will be invoiced as follows:

- Travel by company or private vehicle at reimbursable rate per Federal guidelines at time expense is incurred.
- Travel, living and per diem expenses for all personnel when required to be away from office in connection with the project will be evaluated on a project by project basis and provided for in the project contract.

Statements will be issued on a monthly basis and are due upon receipt.

Effective: January 2025





Approximate Alignment for the Powell High School Greenway

Terminus
Proposed Path
Existing Sidewalk
Existing Greenway

N

2023

0 125 250 Feet

© KGIS, KGIS

RLA-17504 **R-25-7-408**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	07/24/2025
Requested By:	Ben Friend, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the necessary right-of-way acquisition on one (1) tract of land for the realignment of E. Copeland Drive at Greenwell Drive.
(Engineering and Public Works)

Attachments

Resolution
ROW Exhibit

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING THE NECESSARY RIGHT-OF-WAY ACQUISITION ON ONE (1) TRACT OF LAND FOR THE REALIGNMENT OF E. COPELAND DRIVE AT GREENWELL DRIVE.

RESOLUTION: **R-25-7-408**

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 has determined the need to realign E. Copeland Drive at Greenwell Drive (the "Project"); and

WHEREAS, in furtherance of the Project, the Knox County Commission's approval of the acquisition of right-of-way on one (1) tract of land is necessary.

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

The Commission of Knox County hereby approves and authorizes Knox County to acquire right-of-way on one (1) tract of land for the realignment of E. Copeland Drive at Greenwell Drive as identified on the survey prepared by Robert G. Campbell and Associates, a copy of which is attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, that the use of eminent domain to acquire said right-of-way is hereby authorized if necessary.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all documents which may be necessary to acquire right-of-way on the identified tract for the Project, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that the Knox County Commission understands that this Resolution authorizes the acquisition of right-of-way on one (1) tract of land for the Project and that the area to be acquired is subject to change and any such change shall not require the approval of the Knox County Commission. It shall only be necessary for the Knox County Commission to approve easement and/or right-of-way acquisitions on any additional tracts not already identified on the plans attached hereto and approved herein.

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

_____

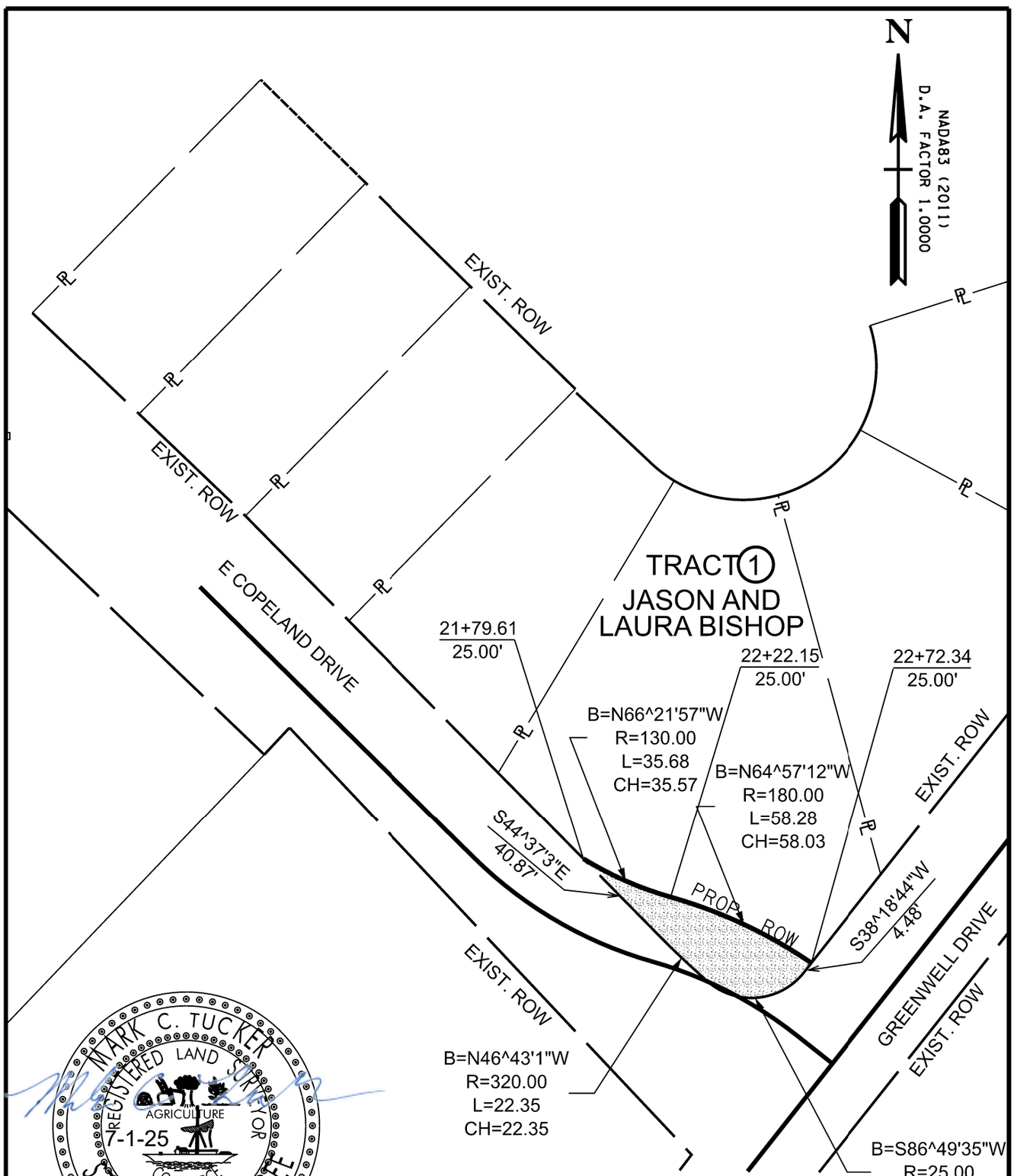
County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date



THIS SURVEY WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126 AND IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-03-07

EXHIBIT

LEGEND

- ROW LINE
- PROPERTY LINE
- PROPOSED ROW LINE
- CONSTRUCTION EASEMENT LINE
- PROPOSED ROW

GRAPHIC SCALE 1"=50'

0 50 100 150

KNOX COUNTY

PROPERTY OF
JASON AND LAURA BISHOP

MAP-PARCEL NUMBERS	PLAT: 20220614-0093942
0370F-085	DEED: 20230913-0014107

RGC&A
ROBERT G. CAMPBELL & ASSOC., LP
7523 TAGGART LANE, KNOXVILLE, TN 37938
(865) 947-5996

SCALE:	PROJ. NO. 24018
1"=50'	DATE: 6/26/25

RLA-17476 **R-25-7-409**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	07/24/2025
Requested By:	Jim Snowden, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a construction contract with Progression Electric, LLC in the amount of $1,979,885.39 for the ATMS Phase II traffic signal improvements at 15 intersections in Knox County.
(Engineering and Public Works)

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONSTRUCTION CONTRACT WITH PROGRESSION ELECTRIC, LLC IN THE AMOUNT OF $1,979,885.39 FOR THE ATMS PHASE II TRAFFIC SIGNAL IMPROVEMENTS AT 15 INTERSECTIONS IN KNOX COUNTY.

RESOLUTION: **R-25-7-409**

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 construction of the ATMS Phase II traffic signal improvements at 15 intersections in Knox County (the "Project"); and

WHEREAS, the Knox County Procurement Division conducted a competitive bid process for construction of the Project and it has been determined that Progression Electric, LLC submitted the lowest responsible and responsive bid to perform the work; and

WHEREAS, the proposed contract with Progression Electric, LLC is in the amount of $1,979,885.39 and sets forth the terms and conditions for the undertaking of the Project; and

WHEREAS, Progression Electric, LLC has the necessary qualifications to perform the work for Knox County.

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

The construction contract with Progression Electric, LLC for the ATMS Phase II traffic signal improvements at 15 intersections in Knox County 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 construction contract with Progression Electric, LLC for the ATMS Phase II traffic signal improvements at 15 intersections in Knox County 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

PROPOSAL CONTRACT

FOR THE CONSTRUCTION OF

Contract No. 190383

PIN:	128833.00
County:	Knox
Federal Project No.:	CM-4700(64)
State Project No.:	47LPLM-F3-178
Local Agency Reference No.:	3657
Description Of Project:	This project consists of improving traffic operations through the installation of video vehicle detection, connected vehicle units, signal upgrades and signal timing optimization at 15 signalized intersections within the County limits.
Project Length:	2.903 Miles
Completion Time:	On or Before Three Hundred Sixty-Five (365) Calendar Days from Construction Notice to Proceed
DBE Goal:	6.5%

By: Progression Electric LLC

City, St.: Knoxville, Tennessee

Surety: Travelers

TDOT Version: 6/1/23

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The above Supplemental Specifications, revised as noted, are incorporated by reference for bidding purposes and will be printed with the Contract after awards. These Supplemental Specifications may be obtained from the Department at Suite 700, James K. Polk Bldg., Nashville, Tennessee or viewed on the Department's website at http://www.tn.gov/tdot/section/tdot-construction-division.

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Click here to enter text.

ATTENTION

It shall be the bidders' responsibility to confirm that the Proposal Contract contains all the documents indicated on the Table of Contents.

Should any omissions occur, the appropriate documents may be obtained from the Construction Division upon request.

THE COUNTY OF KNOX COUNTY

INSTRUCTIONS TO BIDDERS

BIDS TO BE RECEIVED

[DATE]

Sealed bids for the construction of the following projects will be received by the COUNTY OF KNOX COUNTY, **1000 N CENTRAL STREET, SUITE 100, KNOXVILLE, TENNESSEE 37917** until **4:00 PM 05/08/2025** and opened publicly at 1000 N CENTRAL STREET, SUITE 100, KNOXVILLE, TENNESSEE 37917, **4:00 PM 05/08/2025**. The reading of the bids will begin at **4:00 PM**.

The proposed construction shall be performed in accordance with the most current version of the Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation, and the Standard Roadway and Structures Drawings of the Tennessee Department of Transportation which are incorporated herein by reference and made a part hereof. In addition, only the Special Provisions contained within the applicable Proposal Contract will be considered binding. Any reference to any Special Provision not contained within the applicable Proposal Contract shall be disregarded. All questions related to the Proposal Contract, Plans, Specifications or Special Provisions shall be directed to the **ENGINEER, TERRANCE HILL, P.E., KIMLEY-HORN AND ASSOCIATES, INC. (615-564-2869). A non-mandatory pre-bid meeting will be conducted at 10:00 AM AT 1000 N CENTRAL STREET, SUITE 100, KNOXVILLE, TENNESSEE 37917**). Information received from other offices of the COUNTY OF KNOX COUNTY strictly advisory.

IMPORTANT NOTICE TO BIDDERS:

Prospective bidders should read the following instructions carefully before submitting their bids. Special attention is called to the regulations of the COUNTY OF KNOX COUNTY that total bids, rather than unit prices, will be read. Proposals shall be rejected as being irregular if they fail to contain a unit price for each item listed. Extensions of the various items must be sub - totaled, carried forward, and shown as a grand total following the last proposal item. All entries must be in ink.

After a bidder has deposited a proposal with the COUNTY OF KNOX COUNTY, he can withdraw it only on written request in accordance with Subsection 102.07 of the Tennessee Department of Transportation Standard Specifications.

Totals read at the opening of the bids are not guaranteed to be correct and no final award of the contract will be made until bids and extensions have been checked and re-checked.

On all projects which are financed in whole or in part by funds received through Federal agencies and/or the Tennessee Department of Transportation, the awarding of contracts by the COUNTY OF KNOX COUNTY will be subject to approval by the Tennessee Department of Transportation. The COUNTY OF KNOX COUNTY reserves the right to reject any bid proposal which is not acceptable to the parties as listed, although such bid proposal would otherwise qualify

as the lowest and best bid under the Tennessee Department of Transportation Standard Specifications.

The COUNTY OF KNOX COUNTY reserves the right to reject any or all Proposals, to waive technicalities or to advertise for new Proposals, if in the judgment of the awarding authority and subject to TDOT concurrence, the best interest of the COUNTY OF KNOX COUNTY will be promoted thereby.

The COUNTY OF KNOX COUNTY reserves the right to cancel the award of any Contract, at any time prior to execution of said Contract by all parties without any liability against the COUNTY OF KNOX COUNTY.

The awarding of the contract or rejection of all proposals will be made within 60 days after the formal opening of the proposals. Upon award, a detailed letter of instructions will be forwarded along with appropriate documents to the low bidder.

The COUNTY OF KNOX COUNTY hereby notifies all bidders, that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of age, race, color, religion, national origin, sex or disability in consideration for an award.

The COUNTY OF KNOX COUNTY is an equal opportunity affirmative action employer, drug-free, with policies of nondiscrimination on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service.

PREQUALIFICATION OF BIDDERS:

Each prospective bidder and subcontractor will be required to file a document entitled "Prequalification Questionnaire." The foregoing shall be filed on a form provided by the Tennessee Department of Transportation. The form must be filled out completely, and the truth and accuracy of the information provided must be certified by a sworn affidavit signed by an officer, partner, owner or other authorized representative of the applicant who has authority to sign contracts or other legal documents on behalf of the applicant. A prospective bidder must be prequalified by and in good standing with the Tennessee Department of Transportation prior to the issuance of a proposal form. A prospective subcontractor must be prequalified by and in good standing with the Tennessee Department of Transportation prior to being approved as a subcontractor. Each prospective bidder or subcontractor shall notify the Tennessee Department of Transportation if there is any subsequent change in the name, organization or contact information provided.

Prospective bidders' "Prequalification Questionnaire" shall be filed with the Tennessee Department of Transportation at least fourteen (14) days prior to the date of opening bids on any letting in which the applicant intends to submit a bid to the COUNTY OF KNOX COUNTY, or at least fourteen (14) days prior to the date on which the applicant requests approval as a subcontractor under a contract awarded by the COUNTY OF KNOX COUNTY. Bidders intending to submit proposals consistently shall complete and submit the prequalification application annually; however, this document may be changed during such period upon submission of additional favorable reports or upon receipt by the Tennessee Department of Transportation of substantiated evidence of unsatisfactory performance. The Tennessee Department of

Transportation reserves the right to request additional information and documentation to clarify and/or verify any information submitted in an applicant's prequalification application.

The prequalification form can be found at the web address
http://www.tn.gov/tdot/section/tdot-construction-division

A proposal to be used for non-bidding purposes may be issued to any interested party regardless of prequalification. This proposal Contract will be marked "Void for Bidding". A contractor that has purchased a proposal contract that was marked "void for bidding" can buy another book once they are fully prequalified before the bid date.

LICENSING REQUIREMENTS

According to the types of funds used, contractor bidding requirements differ. When using any Federal funds, proposals shall be completed as described below:

Proposals shall be submitted by a bidder licensed with the Tennessee Department of Commerce and Insurance (TDCI), Board for Licensing Contractors (BLC) within twenty-one (21) days of the bid opening, in accordance with Subsection 102.11 of the Tennessee Department of Transportation Standard Specifications.

Prior to recommending award of a contract, the Local Government will confirm that the lowest responsible bidder is licensed with the BLC. Because TDOT work classifications and the BLC licensing classifications slightly differ, the Local Government will verify only that the apparent low bidder is licensed in the general classification (e.g., Heavy Construction (HC), Highway, Railroad, Airport Construction (HRA), Specialty (S), Municipal and Utility Construction (MU), or Electrical Contracting (CE)) and not the specific subcategories of these classifications for the type of work involved in the project. This is in recognition that the prime contractor is required to complete 30% of the specific project work and may subcontract the remainder of the work.

Title 48 of Tennessee Code requires all contractors and subcontractors that are domestic or foreign Corporations, Limited Liability Companies, Limited Partnerships, or Limited Liability Partnerships to be in good standing with the Secretary of State (i.e., have a valid Certificate of Existence/Authorization). This includes being duly incorporated, authorized to transact business, and/or in compliance with other requirements as detailed by the Secretary of State.

Bidders that are domestic or foreign corporations, limited liability companies, limited partnerships, or limited liability partnerships, must be in good standing with the Secretary of State (i.e., have a valid Certificate of Existence/Authorization) on or before twenty-one (21) days after proposals are opened.

PROPOSAL BOND

Each proposal must be accompanied by a bidder's bond, or Cashier's Check, or Certified Check made payable to the COUNTY OF KNOX COUNTY in an amount equaling not less than five percent (5%) of the amount bid. In the case of optional items in the proposals, the amount of the bidder's bond or check must be in an amount equaling not less than five percent (5%) of the total amount of the bid based on the high option.

If the bidder's bond is offered as guaranty, the bond must be on the form furnished by the COUNTY OF KNOX COUNTY and made by a surety company, qualified and authorized to transact business in the State of Tennessee and must be acceptable to the COUNTY OF KNOX COUNTY.

If a check is offered as guaranty, the check of the successful bidder will be cashable at the discretion of the COUNTY OF KNOX COUNTY, pending the satisfactory execution and acceptance of the contract and the contract bond.

ISSUANCE OF BIDDING DOCUMENTS

This COUNTY OF KNOX COUNTY and the Tennessee Department of Transportation are on a cash basis for sales of Plans, Proposal Contracts, Standard Specifications, Standard Drawings, Standard Drawing Books and Tabulations of Bids. Requests for documents must be accompanied by cash, check, money order, or they may be mailed to the buyer C.O.D.

A charge of **$0.00** plus **9.25%** sales tax, for in-state delivery, will be made for each Proposal Contract. This charge is applicable regardless of whether the Proposal is to be used for bidding or non-bidding purposes. Proposals will be obtainable until the time set for opening bids. The charge for Plans and/or Cross-sections will be as specified in the Notice to Contractors and this charge will be applicable before the letting and for three months after the letting. Plans ordered after the three month period will be furnished at **$5.00** per sheet. Individual Plan sheets and individual Standard Drawings will be furnished at **$5.00** per sheet. Tabulations of bids will be furnished at **$5.00** per sheet. Tennessee Department of Transportation Standard Drawing Books will be furnished by the Tennessee Department of Transportation at **$100.00** per book plus **9.25%** sales tax, for in-state delivery. The most recent version of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction will be furnished by the Tennessee Department of Transportation at **$12.00** per book plus **9.25%** sales tax, for in-state delivery. There will be a minimum charge of $2.00 on any purchase. All documents will be furnished without refund and transmitted at your risk.

When two or more contractors wish to bid together in a joint venture, each contractor will be required to make a written request for such a proposal to the COUNTY OF KNOX COUNTY. This request shall be signed by an authorized signatory of each firm.

Requests for joint venture proposals may be made in person or by telephone. However, the proposal for said joint venture will not be issued until the request in writing, as set forth above, is received by the COUNTY OF KNOX COUNTY.

MANDATORY SUBMITTAL OF SUBCONTRACTOR BID QUOTES (BIDDERS LIST)

All bidders for each project must provide a list of all subcontractors who provide a quote to perform work. The list shall be provided on the TDOT form "Certification Regarding Subcontractor Bid Quotes" (Bidders List) and include the type of work in which quotes were submitted. All bidders shall submit this form before the close of business (4:30 PM, Local Time) three (3) business days after the date on which bids are required to be submitted (e.g., if bids are required to be submitted on a Friday, then the completed from is due by 4:30 PM on the following Wednesday). Failure to complete and submit this form with the time period required may result in the proposal being deemed non-responsive and forfeiture of bid bond for the bidder. Any bidder that fails to submit the required bidders list may have their prequalification

status changed and ability to bid as prime contractor rescinded.

REJECTION OF PROPOSALS

Proposals will be rejected as irregular if prior to the formal opening of the Proposal all of the following documents have not been signed: (1) the bidder shall sign by written signature the Proposal form, (2) the bidder shall sign by written signature the Proposal Certification form, (3) the bidder shall sign by written signature the Proposal Bond form or the Proposal Guarantee, whichever is applicable, (4) the Agent or Attorney-in-Fact representing a Surety Company shall sign by written signature the Proposal Bond, if applicable. In addition, Proposals will be rejected if any of the above signatures are a reproduced copy, such as, but not limited to a photostatic copy or a facsimile transmission. An original, dated and valid Power of Attorney for the Attorney-in-Fact must accompany the Proposal and the Contract. The accompanying Power of Attorney must be dated, and the date must be the exact same date as the date on the Proposal Bond. The Proposal and the Proposal Bond, including the attached Power of Attorney, shall be valid and binding for 60 days subsequent to the date of opening bids.

Proposals shall be completed on the forms as issued. Proposals will be rejected as being irregular if they are not prepared on the prescribed forms; if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind; or if they fail to contain a unit price for each item listed. Proposals may be rejected if any of the unit prices contained therein are mathematically unbalanced, either excessive or below the Engineer's Estimate.

Written alterations to unit prices and extensions of the various items in the bid item sheets of the Proposal or, for computer assisted bids (CAB), in the CAB program generated set of bid item sheets will not be cause for rejection of the Proposal, provided each alteration is made in ink and is initialed by a duly authorized official of the company. In case of conflict between altered unit prices or extensions thereof, the unit price in numerals will govern.

The Plans and Specifications are as much a part of the proposal form as if they were bound therein. All of the documents contained therein are part of the proposal. Proposals shall not be taken apart. Proposals taken apart may be subject to rejection. Photostatic or facsimile copies of Proposal sheets may not be attached to the Proposal. Proposals containing forms not issued by the COUNTY OF KNOX COUNTY may be subject to rejection.

Proposals will be rejected as irregular if the bidder fails to acknowledge all addenda.

Proposals will be rejected as irregular when submitted by a bidder who is not prequalified and in good standing on the date of letting in accordance with Subsection 102.01 of the Tennessee Department of Transportation Standard Specifications and Chapter 1680-5-3, Prequalification of Contractors, of the Rules of the Tennessee Department of Transportation.

Proposals will be rejected as irregular when submitted by a bidder who is not licensed according to the requirements as detailed above.

Reasonable grounds for believing that there has been collusion among the Bidders will cause a rejection of all Proposals in which the Bidders involved are interested.

ADDENDA

Addenda to the Proposal will be acknowledged by all bidders. Failure to acknowledge receipt of Addendum Letters is grounds for rejection.

RETAINAGE

Effective for all contracts, the COUNTY OF KNOX COUNTY will not hold retainage. In addition, the Contractor will not be able to hold retainage from the subcontractor.

SUBCONTRACTS

Your special attention is called to Section 105 - Control of Work, and Section 108 - Prosecution and Progress of the Tennessee Department of Transportation Standard Specifications, concerning duties of the contractor and subletting of contracts.

CHANGED CONDITIONS

Your special attention is called to Section 104.02 of the Tennessee Department of Transportation Standard Specifications, concerning changed conditions on this contract.

The following information applies to Federal-Aid construction projects:

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

STATE OF TENNESSEE
(Rev. 9-7-21)
(Rev. 12-15-21)
(Rev. 12-19-22)
(Rev. 6-1-23)
(Rev. 8-21-23)
(Rev. 12-27-23)
(Rev. 5-30-24)
(Rev. 12-26-24)
(Rev. 1-8-25)

January 1, 2021

Supplemental Specifications – 100SS

of the

Standard Specifications for Road and Bridge Construction

January 1, 2021

Subsection 101.03, (pg. 5), 8-21-23; **Terms;** Revise:

Change Directive. A written document issued by the Department that provides the Contractor with additional compensation, time, or both as determined to be fair and reasonable by the Department and that does not require the consent or signature of the Contractor or Surety. The Change Directive becomes a part of the Contract when properly executed and approved by the Department.

Subsection 101.03, (pg. 7), 12-26-24**; Definition and Terms;** Revise Holidays definition:

Holidays. Holidays recognized by the State of Tennessee occur as follows:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

All days appointed by the Governor of this State, or by the President of the United States, as days of fasting or thanksgiving.

Plan notes precluding restrictions to traffic on holiday weekends, unless specifically noted otherwise, do not apply to weekends associated with Martin Luther King Jr. Day, Presidents' Day, Juneteenth, Columbus Day, and Veterans Day

Subsection 102.09, (pg. 17), 12-19-22; **Rejection of Proposals;** Revise No. 10:

10. The apparent low bidder fails to complete and submit the Department form "Certification Regarding Subcontractor Bid Quotes" (Bidders List) electronically before the close of business (4:30 PM Central Time) within five (5) calendar days after the date on which bids are required to be submitted.

Subsection 102.09, (pg. 17), 12-26-24**; Rejection of Proposals;** Revise No. 10:

10. ~~The apparent low~~A bidder fails to comply with the "Instructions to Bidders" regarding the "Mandatory Submittal Of Subcontractor Bid Quotes (Bidders List)".~~complete and submit the Department form "Certification Regarding Subcontractor Bid Quotes" (Bidders List) electronically before the close of business (4:30 PM Central Time) within five (5) calendar days after the date on which bids are required to be submitted.~~

Subsection 104.03.B & C, (pg. 23-24), 9-7-21; **Contract Change Notification; B & C;** Revise subsections:

B. Written Acknowledgement by Engineer

The Engineer will provide written acknowledgement of the Contractor's written notice within ten (10) calendar days.

C. Written Response by Engineer

The Engineer will provide a written response within the specified number of calendar days based on the requested contract change:

1. For requested changes to the contract time in excess of one hundred eighty (180) days or requested changes that alter the original contract amount by more than $200,000, the Engineer will respond within thirty (30) days of receiving the Contractor's written notice.

2. For requested changes to the contract time in excess of ninety (90) days but less than or equal to one hundred eighty (180) days, or requested changes that alter the original contract amount by more than $100,000 but less than or equal to $200,000, or by more than ten percent (10%) of the original contract, whichever is less, the Engineer will respond within twenty-one (21) days of receiving the Contractor's written notice.

3. For all other requested changes to the contract, the Engineer will respond within fourteen (14) calendar days of receiving the Contractor's written notice.

The written response to the Contractor's written notice will include one of the following:

1. Confirmation that a change is necessary in accordance with **104.02**, and direction on how the Work will proceed.

2. A denial of the request for a change, which will include references to the Contract as to why the condition does not represent a change.

3. A request for additional information stating the specific information needed and the date by which it must be received. The Engineer will respond to the additional information provided within fourteen (14) calendar days.

When a change is necessary, the Engineer will make appropriate adjustments to the Contract price and time, if warranted, in accordance with **108.07**, **109.04**, **109.05.A**, and **109.06**. If the Contractor disagrees with the Engineer's decision or does not agree with the Contract adjustments, the Contractor may pursue the issue as a claim in accordance with **105.16**.

Subsection 104.03.C, (pg. 24,25), 8-21-23; **Written Response by Engineer;** Add 3rd Paragraph and Revise 4th Paragraph:

The Contractor will, upon request, have an opportunity to discuss the Contract change by informal meeting with the Department's Regional representatives associated with the change prior to the issuance of the Engineer's written response. If such a meeting is held, the Contractor shall use the opportunity to present relevant information and respond to any information provided by the Engineer or other Department officials with knowledge of the Work.

When a change is necessary, the Engineer will make appropriate adjustments to the Contract price and time, if warranted, in accordance with **108.07, 109.04, 109.05.A**, and **109.06**. If the Contractor disagrees with the Engineer's decision or does not agree with the Contract adjustments, the Contractor may pursue the issue as a Request for Equitable Adjustment in accordance with **105.16**. At this time, the Department may issue a Change Directive even if the Contractor does not pursue a Request for Equitable Adjustment.

Subsection 104.04, (pg. 25-26), 12-27-23; **Maintenance of Traffic;** Revise 2nd and 5th Paragraph:

The Department will pay for materials used at the direction of the Engineer to construct and maintain approaches, crossings, intersections, and other features at contract unit prices unless the Contractor is responsible for the damage. Open cuts of roadways and streets shall be safely maintained for traffic during the Work. This includes, but is not limited to, placing and compacting a bituminous mix in the open cuts or placing metal plates over the open cuts, where allowed, before returning traffic to the roadway. Tie-ins for sideroads shall be safely maintained for traffic by paving to the binder course, striping, and placing temporary or permanent signs as needed, at minimum, unless otherwise directed by the Engineer. Maintenance of traffic control features, mowing, and pothole patching (cold mix) are incidental to the work and the responsibility of the Contractor.

Do not close lanes or restrict traffic on the following days without the Engineer's written consent:

- Easter: After 6:00 pm on the Thursday preceding Good Friday through Easter Sunday until the following Monday at 6 am.
- Memorial Day: After 12:00 noon on the preceding Friday through Memorial Day until the following Tuesday at 6 am.
- Independence Day:
  a. Monday: After 12:00 noon on the preceding Friday through Independence Day until the following Tuesday at 6 am.
  b. Tuesday: After 12:00 noon on the preceding Friday through Independence Day until the following Wednesday at 6 am.
  c. Wednesday: After 12:00 noon on the preceding Tuesday through Independence Day until the following Thursday at 6 am.
  d. Thursday: After 12:00 noon on the preceding Wednesday through Independence Day until the following Monday at 6 am.
  e. Friday: After 12:00 noon on the preceding Thursday through Independence Day until the following Monday at 6 am.
  f. Saturday: After 12:00 noon on the preceding Thursday through Independence Day until the following Monday at 6 am.
  g. Sunday: After 12:00 noon on the preceding Friday through Independence Day until the following Tuesday at 6 am.
- Labor Day: After 12:00 noon on the preceding Friday through Labor Day until the following Tuesday at 6 am.
- Thanksgiving: After 12:00 noon on Wednesday before Thanksgiving through Sunday following Thanksgiving until the following Monday at 6 am.
- Christmas/New Year's Day: December 24 through January 1 and any preceding and/or following days that fall on a weekend.

Subsection 105.16, (pg. 49-55), 8-21-23; **Claims for Adjustment and Disputes;** Revise Subsection:

105.16 Request for Equitable Adjustment (REA) and Disputes

This subsection details the optional REA process for receiving, reviewing, and deciding on REAs submitted to the Department. If such REAs cannot be successfully negotiated or resolved within this process, the Contractor has the right to submit a formal claim through the Tennessee Claims Commission as acknowledged in this subsection.

All events or conditions that have a potential or anticipated effect on the Project's progress or schedule and that may result in a REA by the Contractor shall be documented contemporaneously with the event or

discovery of the pertinent condition(s), or immediately thereafter. REAs that are submitted without proper documentation will not be reviewed by the Department.

A. Notice of Intent to File a REA

If the Contractor has followed the process under **104.03** to request additional compensation, time, or both under **104.02 or 108.07** and the Contractor disagrees with the Engineer's decision or the Contract adjustments made by the Department, the Contractor may provide notice of intent to file a REA. The Contractor shall provide such notice in writing within thirty (30) calendar days of receiving the Engineer's decision as provided in **104.03**.

After submitting the notice of intent to file a REA, if the subject work is not yet complete, the Contractor shall maintain adequate records related to the REA, including records of the disputed labor, equipment and materials, and schedule updates per **108.03** showing compensable delays to the completion date. If applicable, update and disclose this information to the Department monthly. The Department may audit REA records at any time. Unless the Engineer suspends in writing the affected work, the Contractor shall continue to perform the disputed work. If such notice to file a REA is not given, or if the Engineer is not given sufficient opportunity for keeping strict account of the Contractor's actual Work, then the Contractor waives any claim for additional compensation under the REA process. Such notice by the Contractor and the Engineer's accounting of the cost shall not, in any way, prove or substantiate the validity of the REA. Nothing in this Subsection shall be construed as establishing any REA contrary to the terms of **104.02 or 108.07**.

B. Submission of REA

Within sixty (60) calendar days after submitting the notice of intent to file a REA, or within sixty (60) calendar days after completion of the disputed Work, whichever is later, or within such time agreed upon by the parties in writing, the Contractor shall submit a complete REA package. The REA package shall include all documents supporting the REA and provide sufficient detail to enable the Department to ascertain the basis and amount of the REA. If requested by the Contractor, the Department may extend the sixty (60) calendar day period in writing. As a minimum, the following information shall be submitted with each REA:

1. A REA certification containing the language shown in Figure 105.16-1; this figure can be found on the Department's Construction Division website.

2. A detailed factual statement of the REA for additional compensation, time, or both, providing all necessary dates, locations, and items of work affected by the REA, including:

   a) Each aspect of the Project affected by matters related to the REA.

   b) The specific Project locations where Project work has been so affected;

   c) The number of people working on the affected aspects of the Project at the pertinent time(s);

   d) The types and number of pieces of equipment working on the affected aspects of the Project at the pertinent time(s); and

e) If applicable, any other request for relief that the Contractor intends to file or has reason to believe that it may file against the Department that would be impacted by the matters related to the REA.

3. The specific provisions of the Contract that support the REA and a statement of the reasons why such provisions support the REA;

4. If an extension of contract time is sought, a schedule analysis as required by **108.07**;

5. If additional compensation is sought, the amount and specifics of the compensation in accordance with the following:

   a) Compensable Items: Must be compensable under **109.04**,

   b) Compensable Delay related costs: Must be compensable under **109.06**; and

   c) Non-Recoverable Costs: Per **109.07**, non-recoverable costs shall not be considered in a REA.

6. Any worksheets used to prepare the REA, which indicate the cost components of each item of the REA, including but not limited to the pertinent costs of labor, benefits and insurance, materials, equipment, and compensable subcontractor costs, as well as all documents which establish the relevant time periods, individuals involved, and the Project hours and the rates for the individuals.

The Contractor and its subcontractors and suppliers involved with the REA shall cooperate with any inquiries or requests by the Department for clarification and data supporting the submitted documentation.

C. REA Informal Meeting

Within thirty (30) calendar days of receiving the Contractor's REA submittal, the Department will contact the Contractor in writing to schedule a meeting to afford the Contractor an opportunity to discuss the disputed matters informally with the Department. If the Contractor elects to participate in a meeting, the Contractor shall use this opportunity to present relevant information and respond to any information provided by the Engineer or other Department officials with knowledge of the Work. Proceedings in any REA meeting are compromise negotiations and are not admissible in litigation in accordance with Tennessee Rule of Evidence 408.

D. Department Decision

When the Contractor properly files a REA and allows for reasonable and timely access to the Contractor's relevant books and records, the Department will review the REA and render a written decision to the Contractor to either affirm or deny the REA package, in whole or in part, within sixty (60) calendar days after receipt of the REA package or after the informal meeting. If more time is needed for review, the Department will notify the Contractor in writing of the additional time required.

The Department will assemble and maintain the REA record consisting of the REA and all other information considered by the Department in reaching a decision. Once the Department assembles the REA record, the submission and consideration of additional information or data, other than for clarification and support of previously submitted documentation, will not be permitted. The Department will provide a copy of the REA record and the written decision to the Contractor describing the information considered by the Department in reaching a decision and the basis for that decision.

If as a result of the REA documentation or REA Informal Meeting, the Department and the Contractor reach an agreement to resolve the REA, the Department will prepare a Change Order setting forth the terms of any additional compensation or time, or both, as agreed, and the Change Order will be processed for approval in accordance with the Department's standard procedures.

If the Department agrees that the Contractor is due additional compensation, time, or both, but the Department and the Contractor cannot agree on the amount, the Department may issue a Change Directive providing for additional compensation, time, or both, as the Department determines to be fair and reasonable. The Contractor may continue to pursue a claim as acknowledged in this Subsection.

If the Department denies the REA, the Contractor may either accept the Department's decision as final or submit to the Department a written notice of intent to file a claim with the Tennessee Claims Commission to the Department. The Contractor may file a claim with the Tennessee Claims Commission in accordance with TCA § 9-8-307.

Subsection 106.06.A.1, (pg. 61), 12-15-21; **Field Laboratory, Type A;** Revise No. 1:

1. Scales of appropriate capacity and design to weigh the required samples. Scales are to be sensitive to within 0.1% of the sample to be weighed. Provide standard weights for scale calibration. Scale calibration shall be completed annually, by an independent source.

Subsection 107.13, (pg. 75), 1-9-23; **Legal Responsibilities of the Contractor;** Add New 3rd Paragraph:

The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119. This certification does not apply to a Contract with a value of less than two hundred fifty thousand dollars ($250,000) or if the Contractor has fewer than ten (10) employees.

Subsection 107.20, (pg. 78), 12-19-22; **Certified Payrolls;** Revise Subsection:

As specified by Minimum Wage Scales for Federal-Aid and State Funded Construction contract provisions, submit and certify payrolls for each week in which any contract work is performed. All payrolls shall be submitted electronically through the website using AASHTOWare Project Civil Rights & Labor (CRL) software.

Register for payroll access and develop a method of import prior to the Preconstruction Conference. Ensure each subcontractor, including all Disadvantaged Business Enterprises (DBE), certified Small Business Enterprises (SBE), and DBE or SBE haulers, has registered in CRL for payroll access and developed their method of import prior to commencing Work.

Assume all responsibility for ensuring all payrolls and all subcontractor payrolls are submitted and certified electronically in CRL for each week in which any contract work is performed. If all payrolls are not received in this timeframe, the progress payment shall be withheld until all necessary payrolls have been received.

Once Work begins for the Contractor or subcontractor, if in any week the Contractor or subcontractor does not perform Work, check the box "No Work Until Further Notice" in CRL.

Subsection 108.01, (pg. 79, 80), 12-15-21; **Subletting of Contract;** Revise Item list:

Item 105-01 – Construction Stakes, Lines and Grades
Item 202-01 – Removal of Asbestos
Item 203-40 – Rock Anchors, Anchor Blocks, Tie Back Anchors
Item 209 – Project EPSC
Item 411-12 - Scoring
Item 411-33 – Stamped Asphalt
Item 501-03 – Concrete Shoulder Rumble Strip
Item 503-01 – Grinding Concrete Pavement
Item 602-03 – Steel Structures
Item 602-04 – Steel Structures
Item 602-10.81 – Heat Straightening
Item 603-02 – Repainting Steel Structures
Item 603-05 – Containment and Disposal of Waste
Item 604-04.01 – Applied Texture Finish (New Structures),
Item 604-04.02 – Applied Texture Finish (Existing Structures)
Item 604-04.10 – Graffiti Protection
Item 604-04.20&.21 – Painting or Staining Concrete Surfaces
Item 604-04.62 – Clean and Texture Finish Median Barrier
Item 604-05.31 – Bridge Deck Grooving (Mechanical)
Item 604.07 – Retaining Wall
Item 604-42.01 – Underwater Divers
Item 606-26.05 – Core Drilling for Piles (Abandoned)
Item 617 – Bridge Deck Sealant
Item 619 – Polymer Modified Concrete Overlay
Item 624 – Retaining Wall
Item 625-01.08,10,11 – Inclinometer, Camera Drilled Shaft Inspections
Item 705 – Guardrail
Item 706 – Guardrail Adjusted, Removed and Reset
Item 707 – Fences
Item 712 – Temporary Traffic Control
Item 713 – Highway Signing
Item 714 – Roadway and Structure Lighting
Item 716 – Pavement Markings
Item 721 – Landscape and Irrigation
Item 724 – Landscape Lighting
Item 725 – ITS items
Item 730 – Traffic Signals
Item 740 – Geosynthetics
Item 79* – Utilities
Item 801 – Seeding
Item 802 – Landscape Plantings
Item 803 – Sodding
Item 805 – Erosion Control
Item 806 – Project Mowing

Subsection 108.01, (pg. 79, 80), 12-19-22; **Subletting of Contract;** Add to & Revise Item list:

Item 108-03 – CPM Project Schedule

Item 203-11 – Scaling and Trimming
Item 203-40 – Anchors
Item 406 – High Friction Surface Treatment
Item 617 – Bridge Deck Sealant and Thin Epoxy Overlay

Subsection 108.03.A, B, & C, (pg. 81,82,85,87,88), 9-7-21; **Contract Change Notification; A & B;** Revise Heading,
C.1.c; Add new No.vi, **C.3;** Revise last paragraph, **C.4;** Revise last paragraph & add sentence:

A. Project Durations Less Than 9 Months

B. Project Durations 9 Months to 24 Months

C.1.c Narrative report in PDF file format fit to 8.5x11 inch paper and including:…

vi. The quantity and estimated daily production rate for controlling activities;

vii. Description of the calendars including identification of workdays per week, holidays, number of shifts per day, and number of hours per shift;

viii. Description of how the schedule accommodates adverse weather days for each month; and

ix. Description of execution plan, including number and type of crews, a list of subcontractors' crews, and expected equipment, but not limited to large equipment transport and delivery, transportation permits for oversized/overweight loads, and availability.

3. Baseline CPM Schedule.

The Engineer and Contractor will review the draft baseline CPM schedule at a meeting specific for the review of the schedule. The Engineer will accept the draft baseline CPM schedule, provide review comments, or request additional information. Make appropriate adjustments or provide additional information within 14 calendar days. The Engineer's acceptance is based solely on whether the baseline schedule meets the requirements of **108.03**. Review comments made by the Engineer on the initial schedule will not relieve the Contractor from compliance with the Contract. The Contractor is responsible for scheduling, sequencing, and prosecuting the Work to comply with the Contract requirements.

4. Schedule Updates.

Submit the updated schedule electronically to the Engineer in accordance with the requirements of this subsection. The Engineer reserves the right to reject any schedule updates because of changes in relationships between activities on the critical path, inadequate or inaccurate narrative updates, or other deficiencies in the schedule updates as required in this subsection.

The Department will measure and pay for CPM Project Schedule in accordance with **108.11** and **108.12** respectively.

Subsection 108.03.C, (pg. 84, 87-88), 6-1-23; **Prosecution of Construction, Project Durations Greater Than 24 Months or When Required By Contract;** Revise 1st Paragraph, **C.4**; Revise 1st and Relocate last Paragraph:

Develop a Critical Path Method (CPM) project execution schedule and subsequent updates as required or as specifically requested by the Engineer. Generate the CPM schedule using Primavera Project Management (P6) scheduling software. The Department will measure and pay for CPM Project Schedule in accordance with **108.11** and **108.12** respectively.

C.4. Schedule Updates. Update the CPM schedule on a quarterly (3 months) basis to show current progress. Include the following with each update:

~~The Department will measure and pay for CPM Project Schedule in accordance with **108.11** and **108.12** respectively.~~

Subsection 108.03.C, (pg. 87-88), 12-26-24**; Prosecution of Construction, Project Durations Greater than 24 Months or When Required by Contract;** Add as last Paragraph, **C4.** Revise 1st Paragraph:

Review and acceptance by the Engineer will not constitute a waiver of any Contract requirements and will in no way assign responsibilities of the work plan, scheduling assumptions, and validity of the work plan or schedule to the Department. Failure to include in the Progress Schedule any element of work required for timely completion of the Contract shall not excuse the Contractor from his contractual obligations.

C.4. Schedule Updates – Update the CPM schedule on a quarterly (3 month) basis to show current progress. If actual construction falls behind the plan of operations or schedule by more than 3 months, update the schedule on a monthly basis at no additional cost to the Department. Continue to submit monthly updates until project completion or the schedule is no longer behind by 3 months or more. Include the following with each update:…

Subsection 108.03.D, (pg. 88-89), 6-1-23; **Schedule Revisions;** Revise 1st Paragraph and Revise No. 2:

The Engineer will determine the progress of the Contract by either the time versus money straight line method or the schedule updates submitted by the Contractor. If actual construction falls behind the plan of operations or schedule by more than 15% or 60 calendar days, whichever is less, submit for approval a revised schedule that reflects timely completion. The Engineer may request a revision of the schedule at any time if a critical circumstance regarding the scheduling, sequencing, or prosecution has changed with planning or progress of the Work. Circumstances that may lead to such a request include the following:

2. A difference of 60 calendar days between the actual sequence or duration of work and that depicted in the schedule; or

Subsection 108.09, (pg. 95), 12-19-22; **Failure to Complete Work on Time;** Revise Table 108.09-1:

Table 108.09-1: Liquidated Damages for Failure to Complete the Work on Time

Original Contract Amount ($)			Daily Charge ($/day)
0	to	500,000	500.00
> 500,000	to	1,000,000	600.00
> 1,000,000	to	2,000,000	800.00
> 2,000,000	to	10,000,000	1,000.00
>10,000,000	to	20,000,000	1,600.00
>20,000,000			2,500.00

Subsection 108.09, (pg. 7), 1-8-25; **Failure to Complete the Work on Time;** Revise Table 108.09-1:

Table 108.09-1: Liquidated Damages for Failure to Complete the Work on Time

Original Contract Amount ($)			Daily Charge ($/day)
0	to	500,000	500.00
> 500,000	to	1,000,000	600.00
> 1,000,000	to	2,000,000	800.00
> 2,000,000	to	10,000,000	1,000.00
>10,000,000	to	20,000,000	1,600.00
>20,000,000			2,2500.00

Subsection 108.11, (pg. 99), 9-7-21; **Method of Measurement;** Add subsection 108.11:

108.11 Method of Measurement

The Department will measure construction CPM Project Schedule as a percentage of the lump sum price bid for the completion of the work specified in **108.03.C** and partial payment will be made according to the schedule in Table 108.11-1.

Table 108.11-1: Payment Schedule for CPM Project Schedule

Estimate Number or Percent of Total Contract Amount of Previous Estimate	Total Percent of CPM Project Schedule Lump Sum Bid Item
Estimate # 1	20%
Estimate # 3	40%
20%	50%
40%	60%
60%	70%
80%	80%
95%	100%

Subsection 108.11, (pg. 99), 6-1-23; **Method of Measurement;** Revise Table 108.11-1:

Table 108.11-1: Payment Schedule for CPM Project Schedule

Requirement or Percent of Total Contract Amount of Previous Estimate	Total Percent of CPM Project Schedule Lump Sum Bid Item
Initial Project Schedule	10%
Baseline CPM Schedule	40%
20%	50%
40%	60%
60%	70%
80%	80%
95%	100%

Subsection 108.12, (pg. 99), 9-7-21; **Basis of Payment;** Add subsection 108.12:

108.12 Basis of Payment

The Department will make partial payments for CPM Project Schedule on the basis of a percentage of the lump sum price bid in accordance with the schedule shown in Table 108.11-1.

If the Contractor fails to provide monthly schedule updates or address the Engineer's comments regarding the monthly schedule update, within 10 calendar days following the progress estimate pay period cutoff date, the Engineer will withhold payment for CPM Project Schedule and may withhold up to an additional 5% of the monthly estimate payment, until such time as an acceptable update has been provided.

No additional payments will be made for schedule revisions as requested per **108.03.D**.

Such payment is full compensation for meeting all requirements of **108.03.C** and **D**.

Subsection 108.12, (pg. 99), 6-1-23; **Basis of Payment;** Add new 2nd Paragraph and Revise existing 2nd and 3rd Paragraphs:

If the Contractor fails to provide an Initial Project Schedule or a Baseline CPM schedule, or address the Engineer's comments regarding the Initial Project Schedule or Baseline CPM schedule, within 10 calendar days following the progress estimate pay period cutoff date, the Engineer will withhold payment for CPM Project Schedule and may withhold up to an additional 10% of that month's estimate payment, until such time as an acceptable Initial Project Schedule or Baseline CPM schedule has been provided and accepted.

If the Contractor fails to provide quarterly CPM schedule updates, or address the Engineer's comments regarding the quarterly schedule update, within 10 calendar days following the progress estimate pay period cutoff date, the Engineer will withhold payment for CPM Project Schedule and may withhold up to an additional 5% of that month's estimate payment, until such time as an acceptable update has been provided and accepted.

No additional payments will be made for Engineer requested schedule revisions as requested per **108.03.D**.

Subsection 109.02, (pg. 105-106), 5-30-24; **Scope of Payment;** Revise & Relocate Paragraph 5 to Paragraph 4 and Revise Paragraphs 6 & 7:

Ensure each subcontractor, including all certified Disadvantaged Business Enterprises (DBE), certified Small Business Enterprises (SBE), and DBE or SBE haulers or material suppliers has registered for AASHTOWare Project Civil Rights & Labor (CRL) prior to commencing Work.

The Department requires...

Document within CRL the actual amount paid to all subcontractors, material suppliers, and haulers during the monthly estimate period for which the certification is being made. All subcontractors, DBE or SBE material suppliers, and DBE or SBE haulers shall acknowledge payment entry in AASHTOWare Project Civil Rights & Labor (CRL) within fourteen (14) calendar days from the date of posting. The Department will withhold estimate payments if the required information is not submitted or if subcontractors, at any tier, material suppliers, or haulers are not paid after the thirty (30) calendar daytime period. Any delay or postponement of payment beyond the thirty (30) calendar day timeframe will be subject to terms listed in TCA §12-4-707(b).

The Contractor, subcontractors, at any tier, material suppliers, or haulers shall not withhold any retainage from progress payments made to their subcontractors. The Contractor, subcontractors at any tier, material suppliers, or haulers shall not withhold progress payments due to subcontractors at any tier, material suppliers, or haulers for work or services performed under the Contract to offset any amounts that may be owed with respect to any agreement other than the Contract.

Subsection 109.06, (pg. 116), 8-21-23; **Compensable Delay Costs;** Revise 2nd Paragraph:

Compensable delay costs will not be paid unless the compensable delay causes completion of the Work to exceed the original or previously adjusted Contract completion date. Compensable delay costs will not be considered for previously negotiated Change Orders or for costs that have already been included in bid items, negotiated prices, or force account payments described in **109.04**; no additional consideration will be given for home office overhead and/or field office overhead. The Department will not pay for delay costs incurred by subcontractors.

Subsection 109.06.D, (pg. 117), 8-21-23; **Extended Field Overhead;** Revise 3rd Paragraph:

Compute these costs on a calendar day basis using actual costs incurred due to the delay to provide project specific general supervision, field office facilities and supplies, maintenance of field operations, traffic control maintenance, and extended erosion control inspection. If the Contractor and the Department cannot agree on additional field overhead costs, the Department may consider, at its sole discretion, calculating a daily extended field overhead rate as a percentage (in accordance with Table 109.06-1) of the original Contract amount divided by the Contract duration.

Subsection 109.07, (pg. 118,119), 8-21-23; **Non-Recoverable Costs;** Revise No. 5 & 6 and Add No. 7 & 8:

5. Attorney fees, claim preparation expenses, and cost of litigation;

6. Consequential and/or incidental damages, including but not limited to, interest of monies in dispute, loss of bonding capacity, any indirect costs or expenses, interest on investment or any resultant insolvency;

7. Loss of bidding opportunities; and

8. Reduction of bidding capacity.

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Subsection 203.04.E, (pg. 145), 12-27-23; **Borrow Areas;** Revise 2nd Paragraph:

Borrow materials shall not contain acid producing materials. Representative samples of the proposed borrow material shall be independently tested for pH (EPA600/2-78-054 or ASTM D4972~~239~~). Material with a pH less than 5 is considered acid producing and will not be accepted.

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Subsection 307.02, (pg. 242), 8-28-24**; Materials;** Revise Materials list:

Grading A, ACRL, AS, B, BM, BM2, C, CM, CS, or CW…**903.06**

Subsection 307.03.A, (pg. 243, 244), 8-28-24**; Composition of Mixtures, General;** Revise Table 307.03-01 and Table 307.03-2:

Table 307.03-1: Mixture Composition

Mixtures	Proportions of Total Mixture, Percent by Weight	
	Combined Mineral Aggregate, %	Asphalt Cement, % (1)
Grading AS and ACRL	96.3 - 97.7	2.3 - 3.7
Grading A	95.8 - 96.7	3.3 - 4.2
Grading B, BM, and BM2	93.8 - 95.8	4.2 - 6.2
Grading C, CM, and CW	93.8 - 95.8	4.2 - 6.2
Grading CS	92.3 - 94.7	5.3 - 7.7

(1) If the effective combined specific gravity of the aggregate exceeds 2.80, the Engineer may adjust the proportions specified.

Table 307.03-2: Mixture Design Properties

Mix (1)	Stability (minimum) lbf (2)	Design Void Content % (2)	Production Void Content, % (2)	VMA (minimum) % (2)	Dust-Asphalt Ratio (3)
307-B	2,000	4.0±0.2	3-5.5	11.5	0.6-1.5
307-BM	2,000	4.0±0.2	3-5.5	13.5	0.6-1.5
307-BM2	2,000	4.0±0.2	3-5.5	13.5	0.6-1.5
307-C	2,000	4.0±0.2	3-5.5	13.0	0.6-1.5
307-CM	2,000	4.0±0.2	3-5.5	13.0	0.6-1.5
307-CS	2,000	3.0±0.5	1-5	---	---
307-CW	1,500	4.0±0.2	3-5	13.0	0.6-1.5

(1) To identify critical mixes and make appropriate adjustments, the mix design shall meet these design properties for the bitumen content range of Optimum Asphalt Cement ±0.25%.

(2) Tested according to AASHTO T 245 with 75 blows with the hammer on each end of the test specimen, using a Marshall Mechanical Compactor.

(3) The dust-asphalt ratio is the percent of the total aggregate sample that passes the No. 200 sieve, as determined by AASHTO T 11, divided by the percent asphalt in the total mix.

Subsection 307.03.B.1, (pg. 245), 12-27-23; **Recycled Asphalt Pavement (RAP);** Revise Table 307.03-3:

Table 307.03-3: Mixtures Using RAP

Mix Type	% RAP (Non-processed) (1)	Maximum % RAP (Processed) (2)	Maximum % RAP Processed & Fractionated (3)	Maximum Particle Size (inches)
307-ACRL	0	00	-	-
307-AS	0	10	10	-
307-A	15	20	35	1-1/2
307-B	15	30	35	1-1/2
307-BM	15	30	35	3/4
307-BM2	15	30	35	3/4
307-C	15	30	35	3/8
307-CW	15	30	35	1/2
307-CS	0	15	25	5/16

(1) "Non-processed" refers to RAP that has not been crushed and screened or otherwise sized prior to its use.

(2) "Processed" refers to RAP that has been crushed and screened or otherwise sized such that the maximum recycled material particle size is less than that listed in Table 307.03-3 prior to entering the dryer drum.

(3) "Fractionated" refers to RAP that has been processed over more than one screen, producing sources of various maximum particle sizes (e.g., ¾ to ½ inch, ½ inch to #4, etc.). The Contractor may use the larger percentages of fractionated RAP specified only if the stockpile meets the consistency requirements set forth in Departmental procedures for approval of asphalt mix designs.

Subsection 307.03.B.1, (pg. 245), 8-28-24**; Recycled Asphalt Pavement (RAP);** Revise Table 307.03-03:

Table 307.03-3: Mixtures Using RAP

Mix Type	% RAP (Non-processed) (1)	Maximum % RAP (Processed) (2)	Maximum % RAP Processed & Fractionated (3)	Maximum Particle Size (inches)
307-ACRL	0	00	-	-
307-AS	0	10	10	-
307-A	15	20	35	1-1/2
307-B	15	30	35	1-1/2
307-BM	15	30	35	3/4
307-BM2	15	30	35	3/4
307-C	15	30	35	3/8
307-CM	15	30	35	1/2
307-CW	15	30	35	1/2
307-CS	0	15	25	5/16

(1) "Non-processed" refers to RAP that has not been crushed and screened or otherwise sized prior to its use.

(2) "Processed" refers to RAP that has been crushed and screened or otherwise sized such that the maximum recycled material particle size is less than that listed in Table 307.03-3 prior to entering the dryer drum.

(3) "Fractionated" refers to RAP that has been processed over more than one screen, producing sources of various maximum particle sizes (e.g., 3/4 to 1/2 inch, 1/2 inch to #4, etc.). The Contractor may use the larger percentages of fractionated RAP specified only if the stockpile meets the consistency requirements set forth in Departmental procedures for approval of asphalt mix designs.

Subsection 307.03.C, (pg. 248), 8-28-24**; Anti-Strip Additive;** Revise 1st sentence:

Check asphaltic concrete mixtures (Grading A, AS, ACRL, B, BM,BM2, C, CM, CS, and CW) for stripping by the following methods:

Subsection 307.07, (pg. 250), 8-28-24; **Thickness and Surface Requirement;** Revise Table 307.07-1:

Table 307.07-1: Maximum Surface Deviation

Mixture	Maximum Deviation (inches)
Grading A, ACRL, and AS	1/2
Grading B, BM, BM2, C, CM, CS, and CW	3/8

Revise 307.09, (pg. 251), 10-17-23**; Basis of Payment;** Revise Table 307.09-01:

Table 307.09-1: Asphalt Cement Content

Mix Type	Asphalt Content
307 A	4.0%
307 AS	3.5%
307 ACRL	3.5%
307 B	4.3%
307 BM	5.0%
307 BM2	5.0%
307 C	5.0%
307 CW	5.0%
307 CS	6.5%

Subsection 307.09, (pg. 251), 8-28-24; **Basis of Payment;** Revise Table 307.09-1:

Table 307.09-1: Asphalt Cement Content

Mix Type	Asphalt Content
307 A	4.0%
307 AS	3.5%
307 ACRL	3.5%
307 B	4.3%
307 BM	5.0%
307 BM2	5.0%
307 C	5.0%
307 CM	5.0%
307 CW	5.0%
307 CS	6.5%

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Subsection 403.04, (pg. 285), 12-15-21; **Preparing Surface;** Revise Paragraph:

Prepare the designated surface as specified in **405.05**. Ensure that the surface is dry when applying tack coat.

Subsection 403.04, (pg. 285), 12-27-23; **Preparing the Surface;** Revise Paragraph:

Prepare the designated surface as specified in **405.05**. Ensure that the surface is swept clean and dry when applying tack coat.

Subsection 403.05.C, (pg. 286), 12-15-21; **Fog Sealing;** Revise 1st Paragraph:

When the Contract requires bituminous material for fog sealing of shoulders, provide emulsified asphalt meeting **403.02** or an item from QPL 40A. Apply diluted emulsified asphalt at a rate of 0.10 to 0.15 gallons per square yard based on a dilution rate of one-part emulsified asphalt to one part water. This application may require two equal increments if run-off occurs. Apply fog seal when the ambient air temperature or the surface temperature is a minimum of 50°F.

Subsection 405.06.A, (pg. 290), 12-27-23; **Applying Bituminous Material;** Revise 3rd Paragraph:

At least 7 working days before the scheduled start of construction of any bituminous seal coat, submit a starting aggregate spread rate and emulsion shot rate as determined by AASHTO R 102 or an equivalent design method. Apply emulsified asphalt by pressure distributor at a uniform rate in accordance with Table 405.06-1 below. The exact rate will be established by the Engineer.

Subsection 407.03.E.1, (pg. 310), 10-17-23; **Tensile Strength Ratio;** Revise Table 407.03-4:

Table 407.03-4: Criteria for Stripping and Moisture Susceptibility

Asphalt Cement	Minimum Tensile Strength	Minimum TSR
Polymer Modified	100 psi	80%
Non-Polymer Modified	80 psi	80%
411 OGFC	50 psi	70%

Subsection 407.06.B, (pg. 324), 12-19-22; **Material Transfer Devices (MTDs);** Revise 2nd Paragraph:

The MTD shall have a minimum storage capacity of 15 tons and shall be equipped with mixing augers in the bottom of the storage hopper that are capable of remixing or re-blending the material as the material is removed from the storage hopper. The mixing augers shall be operational and used at all times during placement of the asphalt mixes. The MTD shall have a rear discharge conveyor that swivels to allow feeding the paving machine from the front, side or rear.

Subsection 407.09, (pg. 326-327), 12-15-21; **Weather Limitations;** Revise No. 2 & 3:

2. The bituminous plant mix is placed according to the temperature limitations specified in Table 407.09-1 and when weather conditions otherwise allow the pavement to be properly placed, compacted, and finished. Placement may proceed if either the air or surface temperature is met except for 411-TL, 411-TLD, 411-TLE, and 411-OGFC mixtures.

   Measurement of the surface temperature shall be done on pavement that is shaded from direct sunlight unless no shaded location exists. If paving based on the air temperature, stop work once the air temperature falls below the minimum threshold. Do not start paving if the surface temperature does not meet the requirements and the air temperature is forecast to fall below the minimum temperature within 4 hours of starting work.

Table 407.09-1: Temperature Limitations

Compacted Thickness	Minimum Air or Surface Temperature (°F)	
	Unmodified mixes (PG 64, 67)	Modified mixes (PG 70, 76, 82)
≤ 1.5 inches	45	55
> 1.5 inches to < 3.0 inches	40	50
≥ 3.0 inches	35	45

3. For 411-TL, 411-TLD, 411-TLE, and 411-OGFC mixtures, placement shall proceed only when the pavement surface temperature and the air temperature are a minimum of 55° F and rising. Stop paving if the air temperature falls below 55°F immediately. Placement of these mixtures is restricted to the period between April 1 and October 31.

   For all other mixtures, do not place bituminous plant mix, with a compacted thickness of 1.5 inches or less, between November 30 and April 1. Do not place bituminous plant mix, with a compacted thickness greater than 1.5 inches, between December 15 and March 16. If the temperature meets the above requirements, outside of normal paving season, a request for a seasonal limitation waiver may be submitted for Departmental consideration. Requests shall be submitted in writing at least one week before the anticipated need.

Subsection 407.09, (pg. 326-327), 12-27-23; **Weather Limitations;** Revise Table 407.09-1, No. 3, and Remove No. 4:

Table 407.09-1: Temperature Limitations

Compacted Thickness	Minimum Air or Surface Temperature (°F)	
	Unmodified mixes (PG 64, 67)	Modified mixes (PG 70, 76, 82)
< 2.0 inches	45	55
≥ 2.0 inches	35	35[1]

[1]If compacted thickness < 3 inches and Temperature is < 55 degrees, an approved Warm Mix Additive is required in the mix.

3. For 411-TL, 411-TLD, 411-TLE, and 411-OGFC mixtures, placement shall proceed only when the pavement surface temperature and the air temperature are a minimum of 55°F and rising. Stop paving if the air temperature falls below 55°F immediately. Placement of these mixtures is restricted to the period between April 1 and October 31.

~~4. If determined necessary by the Department, the Contractor....~~

Subsection 407.13, (pg. 331), 8-28-24; **Mixing;** Revise 5th Paragraph No. 5:

5. The Contractor may store bituminous mixtures of Gradings A, AS, ACRL, and B for up to 48 hours, and Gradings BM, BM2, C, CS, CM, CW, D, E, and F for up to 96 hours, in a storage silo by complying with the following:

   (a) Add an approved silicone additive to the asphalt cement for mixes to be stored beyond the day of mixing.
   (b) Keep the stored bituminous mixture sealed at all times during storage.

(c) Fill the storage silo to at least 90% of capacity.

Subsection 407.15.A, (pg. 334), 12-19-22; **Compaction, General;** Revise Table 407.15:

Table 407.15 – Roller Requirements by Mix Type

Mix Type	Roller Requirements
307-A, 307-B, 307-BM-2, 307-C, 307-CW (except surface)	3 Rollers (Intermediate roller shall be Pneumatic)
307-AS, 307-ACRL, 411-D, 411-E, 307-CW (surface), 313-Asphalt Treated Permeable Base	3 Rollers (unspecified)
411-TL, 411-TLD, 411-TLE (when lift thickness > 1 inch)	3 Rollers (unspecified)
411-TL, 411-TLD, 411-TLE, 307-CS (when paved as a continuous layer)	2 Rollers (unspecified)
411-OGFC	2 Rollers (both rollers shall be static steel double drum, 10 Ton minimum
Any mix used for scratch paving	2 Rollers (breakdown shall be pneumatic)

Subsection 407.15.A, (pg. 334), 8-28-24; **Compaction, General;** Revise Table 407.15:

Table 407.15 – Roller Requirements by Mix Type

Mix Type	Roller Requirements
307-A, 307-B, 307-BM-2, 307-C, 307-CM, 307-CW (except surface)	3 Rollers (Intermediate roller shall b Pneumatic)
307-AS, 307-ACRL, 411-D, 411-E, 307-CW (surface), 313-Asphalt Treated Permeable Base	3 Rollers (unspecified)
411-TL, 411-TLD, 411-TLE (when lift thickness > 1 inch)	3 Rollers (unspecified)
411-TL, 411-TLD, 411-TLE, 307-CS (when paved as a continuous layer)	2 Rollers (unspecified)
411-OGFC	2 Rollers (both rollers shall be static steel double drum, 10 Ton minimum
Any mix used for scratch paving	2 Rollers (breakdown shall be pneumatic)

Subsection 407.15.B, (pg. 336), 12-27-23; **Density Requirements;** Revise Table 407.15-1:

Table 407.15-1: Density Requirements for Bituminous Pavement

Mix Type	% of Maximum Theoretical Density (Lot Average)	No Single Test Less Than, % (Sub Lot)
Travel Lanes ADT <1,000 A, B, BM, BM-2, C, CW, D, E TL, TLD, TLE (lift thickness > 1 inch)	90.0	87.0
Travel Lanes 1,000 <ADT <3,000 A, B, BM, BM-2, C, CW, D, E TL, TLD, TLE (lift thickness > 1 inch)	91.0	89.0
Travel Lanes ADT >3,000 A, B, BM, BM-2, C, CW, D, E TL, TLD, TLE (lift thickness > 1 inch)	92.0	90.0
Travel Lanes and Shoulders Any ADT CS,, OGFC TL, TLD, TLE (lift thickness <= 1 inch)	NA	NA
Shoulders B, BM, BM-2, D, E TL, TLD, TLE (lift thickness > 1 inch)	88.0	85.0

Subsection 407.15.B, (pg. 336), 8-28-24; **Compaction, Density Requirements;** Revise Table 407.15-1:

Table 407.15-1: Density Requirements for Bituminous Pavement

Mix Type	% of Maximum Theoretical Density (Lot Average)	No Single Test Less Than, % (Sub Lot)
Travel Lanes ADT <1,000 A, B, BM, BM-2, C, CM, CW, D, E TL, TLD, TLE (lift thickness > 1 inch)	90.0	87.0
Travel Lanes 1,000 <ADT <3,000 A, B, BM, BM-2, C, CM, CW, D, E TL, TLD, TLE (lift thickness > 1 inch)	91.0	89.0
Travel Lanes ADT >3,000 A, B, BM, BM-2, C, CM, CW, D, E TL, TLD, TLE (lift thickness > 1 inch)	92.0	90.0
Travel Lanes and Shoulders Any ADT CS, OGFC TL, TLD, TLE (lift thickness <= 1 inch)	NA	NA
Shoulders B, BM, BM-2, D, E TL, TLD, TLE (lift thickness > 1 inch)	88.0	85.0

Subsection 407.15.C, (pg. 336-337), 12-15-21; **Test Strips;** Revise 1st Paragraph:

Construct test strips for all mixtures that require density testing to establish rolling patterns, to accommodate the Department to calibrate nuclear gauges, to verify that the base course or surface course mixture meets the density requirements of the specifications, and for mix design and production verification as required. Adjustments to the roller pattern may be made at the direction of the Engineer for mixtures that do not require density testing.

Subsection 407.20.B.2.a, (pg. 342), 12-27-23; **Defective Materials, Acceptance or Rejection;** Revise 3rd Paragraph:

All acceptance samples will be split, and half of the sample will be retained by the Inspector. If the results of an acceptance test are questioned, the Central Laboratory will test the remaining half of the acceptance sample. The Department will use the results obtained by the Central Laboratory to evaluate the quality of the lot. The Contractor may submit a written request to have the split sample tested at a Regional Laboratory.

Subsection 407.20.C.3, (pg. 346-347), 12-15-21; **Loss on Ignition (LOI);** Revise 2nd & Remove 4th Paragraph:

If the percent of LOI in the aggregate differs by plus or minus 2% from the LOI indicated in the JMF, the Department will make a payment deduction in the price bid for the mix applied to the entire days production, not as a penalty but as liquidated damages. The percent of total payment to be deducted will be 5 times the percent that the LOI exceeds the JMF tolerance of plus or minus 2%.

~~To determine the deduction, the Department will use lots of approximately 5,000 square yards. The Department inspector will perform sampling and testing to establish the LOI according to the Department's sampling and testing procedures. If the initial tests indicate a variation in the LOI of plus or minus 2% than the value shown on the mix design, the Contractor shall perform the additional sampling necessary to establish the LOI of the aggregate in each lot, with the cost of the sampling being included in the contract unit prices bid for the paving items.~~

Subsection 410.06, (pg. 349), 12-26-24; **Preparing Designated Surface;** Revise Sentence:

Prepare the designated surface upon which the material is to be placed as specified in **4054.05.**

Subsection 410.11, (pg. 350), 12-26-24; **Maintenance;** Revise Sentence:

Perform maintenance as specified in **4054.09.**

Subsection 411.06, (pg. 361), 12-26-24; **Preparing the Designated Surface;** Revise 1st Sentence:

Prepare the designated surface upon which the material is to be placed as specified in **4054.05.**

Subsection 411.03.B, (pg. 353), 12-15-21; **Proportioning;** Revise Table 411.03-01:

Table 411.03-1: Proportions of Total Mixture, Percent by Weight

Surface Course	Effective Combined Mineral Aggregate	Asphalt Cement
Grading D	93.0 – 94.3	5.7 – 7.0 (1)
Grading E (2)	93.0 – 94.3	5.7 – 7.0 (1)
Grading E (shoulders)	93.5 – 94.0	6.0 – 6.5 (1)
Grading TL	92.5 – 94.3	5.7 – 7.5 (1)
Grading TLD	93.0 – 94.3	5.7 – 7.0 (1)
Grading TLE	93.0 – 94.3	5.7 – 7.0 (1)
Grading TLE (shoulders)	93.5 – 94.0	6.0 – 6.5 (1)
Grading OGFC	92.0 – 94.0	6.0 – 8.0 (1)

(1) If the effective combined specific gravity of the aggregate exceeds 2.80, the above proportions may be adjusted as directed by the Engineer. The upper limit for flow values shall not apply to mixes with modified asphalt liquids.

(2) The minimum allowable asphalt cement content for 411E low volume mixtures is 5.3%.

Subsection 411.03.B.4, (pg. 356), 10-17-23; **Grading OGFC;** Revise Table 411.03-5:

Table 411.03-5: Mixture Properties (Grading OGFC)

Mix	Minimum Void Content %(1)	Voids in Coarse Aggregate % (2)	Max. Cantabro Abrasion Loss % (2) (3)	Drain Down Loss % (4)
411OGFC	17	$VCA_{DRC} > VCA_{MIX}$	20	<0.3%

(1) Determined using the "Volume Method" described in Section 6.2.2. of AASHTO T 269.

(2) As described in National Asphalt Pavement Association (NAPA) Publication IS-115, "Design, Construction and Maintenance of Open-Graded Friction Courses."

(3) Cantabro Abrasion Loss specimens shall be aged as loose mix for 4 hours at lab compaction temperature.

(4) Tested in accordance with AASHTO T 305.

Subsection 411.03.C.1, (pg. 357), 12-27-23; **Recycled Asphalt Pavement;** Revise Table 411.03-6:

Table 411.03-6: Use of Recycled Asphalt Pavement

Mix Type	% RAP (Non-processed) [1]	Maximum % RAP (Processed) [2]	Maximum % RAP Processed and Fractionated [3]	Maximum Particle Size (inch)
411-D (PG64-22, PG67-22)	0	15	20	½
411-D (PG70-22, PG76-22, PG82-22)	0	10	15	½
411-E & 411-TLE (Roadway)	0	15	20	½
411-E & 411-TLE (Shoulder)	15	30	35	½
411-TL (PG64-22, PG67-22)	0	15	15	5/16
411-TL (PG70-22, PG76-22, PG82-22)	0	10	10	5/16
411-TLD (PG64-22, PG67-22)	0	15	15	5/16
411-TLD (PG70-22, PG76-22, PG82-22)	0	10	10	5/16

[1] "Non-processed" refers to RAP that has not been crushed and screened or otherwise sized such that the maximum recycled material particle size is less than that listed above prior to entering the dryer drum.

[2] "Processed" refers to RAP that has been crushed and screened or otherwise sized such that the maximum recycled material particle size is less than that above prior to entering the dryer drum.

[3] "Fractionated" refers to RAP that has been processed over more than one screen, producing sources of various maximum particle sizes (e.g., ¾ to ½ inch, ½ inch to #4, etc.). The Contractor may use the larger percentages of fractionated RAP specified only if the stockpile meets the consistency requirements set forth in Departmental procedures for approval of asphalt mix designs.

Subsection 411.03.C.1, (pg. 358), 12-15-21; **Recycled Asphalt Pavement;** Revise 2nd Paragraph:

All mixes shall contain at least 80% virgin asphalt, except for 411E Shoulder and 411TLE Shoulder Mixtures, which shall have at least 65% virgin asphalt.

Subsection 414.03.B, (pg. 367), 12-19-22; **Micro-Surfacing;** Revise Table 14.03-3:

Table 414.03-3: Micro-Surfacing

Test	Requirement
Mixing Time Test, seconds at 77 °F (T-102)	120 min
Mix Time, at 50 and 100 °F	(informational)
Set Time Tests: 30 minutes (T-139)	12 kg-cm min
Early Rolling Traffic Time: 60 minutes (T-139)	20 kg-cm min
Wet Stripping Test, % coating (T-114)	90% min
Wet Track Abrasion Test, loss in g/ft^2 (T-100)	75 max 6 days 50 max 1 hour
Measurement of Excess Asphalt (T-109)	50 grams/ft^2 max Sand Adhesion, 1,000 Cycles at 125 lbs
Classification Compatibility (T-144)	11 pt. min

Subsection 414.06.B, (pg. 377), 12-19-22; **Quality Control;** Add Subsection 5:

5. **Aggregate Gradation**. Prior to the start of production and at a minimum of once per day of production, perform a washed gradation (AASHTO T 27 with AASHTO T 11) of the stockpiled aggregate to ensure the gradation meets the mixture control tolerances of Table 903.12-2.

Subsection 415.03, (pg. 382), 12-19-22; **General Requirements;** Revise 1st Paragraph:

Coordinate operations so that vertical longitudinal faces do not exceed height requirements indicated by plans in areas to be used by public traffic. Taper transverse faces in a manner approved by the Engineer to avoid creating a traffic hazard. Perform cold planing in the direction of traffic.

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Subsection 501.13, (pg. 399), 12-19-22; **Testing Concrete;** Revise 2nd Paragraph:

The Engineer will determine the 28-day compressive strength of the concrete under construction by conducting tests during the progress of work in accordance with **604.15**. The method of making and curing test specimens will be in accordance with AASHTO R 100. Furnish the concrete necessary for the Engineer to conduct the field tests and provide a storage facility with watertight tanks of satisfactory size and number to accommodate the cylinder specimens. The Engineer may allow concrete that fails to meet the specified strength to remain in place, but the Department will pay for such concrete at a reduced price as specified in **604.31** to compensate for the loss of strength. Any reduction in payment because of low strength will be in addition to any reduction in payment related to deficiencies in pavement thickness or rideability.

Subsection 501.17.B, (pg. 409), 12-27-23; **Pay Factor and Required Corrective Action;** Revise 4th Paragraph:

A grinding strategy plan is required before any corrective action begins. Software such as ProVAL is required to generate a grinding plan. Submit a copy of the grinding plan for approval to the Engineer at least 5 days prior to starting any work. The grinding plan must include existing profile, proposed profile, start and stop grinding locations, length of proposed grinding, and direction of grinding. Perform required corrective work with approved grinding equipment or removing and replacing pavement as directed by the Engineer. Perform all corrective action at no cost to the department. Grinding equipment must meet **604.27.C**.

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Subsection 602.04.A, (pg. 429), 12-15-21; **Shop Inspection;** Revise A:

Fabricators of steel bridges shall hold the following certifications in accordance with the AISC Certification Program – Bridge QMS Certification:

1. As a minimum, all fabricators shall be certified in the category of Certified Bridge Fabricator – Intermediate Bridge (IBR) with applicable supplemental requirements.
2. Fabricators of advanced type bridges, as defined in the AISC Standard for Steel Bridges, shall be certified in the category of Certified Bridge Fabricator – Advanced (ABR) with applicable supplemental requirements.
3. Fabricators of diaphragms, cross-frames, floor beams, stringers (rolled beams) and laterals shall be certified in the category of Certified Bridge Fabricator – Intermediate Bridge (IBR), as a minimum.
4. Fabricators of bridge bearings, expansion joints, sign structures and other metal highway components as listed in the AISC standard shall hold certification under the AISC Certification Program – Bridge Component QMS Certification (CPT). As an alternative, fabricators of bridge bearing or expansion joints may hold certification under the Bridge QMS Certification in the category of Certified Bridge Fabricator – Intermediate Bridge (IBR).

Subsection 602.04.B, (pg. 429), 12-27-23; **Quality Assurance (QA) Shop Inspection;** Revise 1st & 3rd and Remove 2nd Paragraphs:

At least 6 weeks before starting shop fabrication, provide written notification to the Materials and Tests Division, with a copy to the Engineer, as to the location and schedule of the fabrication of structural steel, so that the Department may arrange for QA shop inspection.

Subsection 602.18.B, (pg. 460), 12-27-23; **Visual Inspection and Repair of Plate Cut Edges;** Revise Paragraph:

Visually inspect and repair plate cut edges in accordance with Article 5.2.6 of the AASHTO/AWS *Bridge Welding Code*, D1.5, current edition.

Subsection 602.19, (pg. 460, 461), 12-27-23; **Welds;** Revise Numbers 1 thru 9 and Add Table 602.19-1:

The following are revisions to the AASHTO/AWS *Bridge Welding Code*:

1. Add the following sentence to Article 8.1.1.1:

   After fabrication, Quality Control (QC) shall mark each piece (girders, beams, diaphragms, X-frames, bearings, etc.) with the fabricator's logo and the CWI Number of the QC Inspector accepting the piece. These stamps will signify that Quality Control (QC) has inspected the piece and that it meets the requirements of the plans and specifications.

2. Delete Article 8.1.3.1(3).

3. Delete Article 8.1.3.2.

4. Delete the last sentence in Article 8.1.3.4 and substitute the following:

   Only individuals certified for NDT Level II may perform nondestructive testing.

5. Delete 8.1.3.4(1) and 8.1.3.4(2).

6. Delete the period at the end of Article 8.6.1 and add the following:

   and access to all records necessary to verify conformance to plans and specifications.

7. Delete Article 8.7.1 and substitute the following:

   Complete joint penetration groove welds in main members, as identified in the contract documents shall be QC tested by nondestructive testing.

   Radiographic and ultrasonic testing shall both be performed using methods and frequencies required in the revised AWS Table 8.1 specified in Table 602.19-1.

   Longitudinal butt joints in beam or girder webs shall be 100% QC tested by nondestructive testing.

8. Add the following Article 8.22.4:

   Each Ultrasonic Unit shall be certified for general operational performance at a minimum time interval of 12 months with a method approved by the instrument manufacturer.

Table 602.19-1: NDT Methods and Frequency (revised AWS Table 8.1)

Weld Type	Joint Type	Process	Member Design Stress Type	NDT Method	Frequency
CJP groove welds	Butt joints other than in webs of flexural members	Other than ESW or EGW	Tension or reversal	RT and UT	100% of each joint
			Compression or shear	RT and UT	25% (See 8.7.4)
		ESW or EGW	Tension or reversal	RT and UT	100% of each joint
			Compression or shear	RT and UT	25% (See 8.7.4)
	Butt joints in webs of flexural members, transverse to the direction of bending stress	Other than ESW or EGW	Tension	RT and UT	1/6 of the web depth beginning at the tension flange or flanges for each joint
		ESW or EGW		RT and UT	
		Other than ESW or EGW	Compression	RT and UT	25% of the remainder of the web depth for each joint
		ESW or EGW		RT and UT	
	Butt joints in webs of flexural members, parallel to the direction of bending stress	Other than ESW or EGW	Shear	RT and UT	100% of each joint
		ESW or EGW		RT and UT	
	T- or corner joints	Any	Tension or reversal	UT	100% of each joint
			Compression or shear (including web to either flange)		25% (See 8.7.4)
PJP groove welds and fillet welds, Grade HPS 690W (HPS 100W)	Any	Any	Any	MT	100% of each joint
PJP groove welds and fillet welds, all other grades					10% (See 8.7.4)

Subsection 602.29, (pg. 465), 12-XX-23; **Annealing and Stress Relieving;** Revise 4th Paragraph:

Stress relieve members, such as bridge shoes, pedestals, or other parts that are built up by welding sections of plate together, according to Section 6.4 of AASHTO/AWS *Bridge Welding Code* D1.5 when required by the Contract.

Subsection 602.39, (pg. 470), 12-XX-23; **Erection, Shear Stud Connectors;** Revise 1st Paragraph:

After erecting the beams, attach the shear stud connectors in compliance with OSHA standards. Install the studs in the locations shown on the Plans. Install and test shear studs in accordance with the latest version of AASHTO/AWS D1.5, Chapter 9 Stud Welding. Clean the surface receiving the stud by shot blasting or grinding to a bright metal surface immediately before welding. Weld studs using automatically timed stud welding equipment only. At the beginning of each day or shift, each individual welder/operator and equipment must complete the Production Control/Pre-production Testing described in paragraph 9.7.1 of AASHTO/AWS D1.5. Only allow individuals, who repeatedly demonstrate satisfactory installation, to install the shear studs. The Contractor is responsible for the quality of all welds.

Subsection 603.01.B, (pg. 481), 12-26-24; **Certification Requirements;** Revise Subsection:

All contractors or subcontractors involved in field surface preparation or coating application shall be certified according to the Association for Materials Protection and Performance (AMPP) ~~Society for Protective Coatings (SSPC) Painting Contractor Certification Program (PCCP) or NACE International Institute Contractor Accreditation Program (NHCAP~~).

Contractors or subcontractors performing field coating application shall be certified according to ~~SSPC~~AMPP QP1, Field Application. ~~or equivalent, including NHCAP AS-1 Field.~~

Contractors and subcontractors performing field surface preparation of existing structures shall be certified according to ~~SSPC~~AMPP QP2, Field Removal of Hazardous Coatings. ~~or equivalent, including NHCAP AS-2 Hazard Waste Removal.~~

Ensure that all contractors and subcontractors that perform field surface preparation or field coating application are certified to the requirements of ~~SSPC~~AMPP; QP1 or QP2~~, or NHCAP; AS-1 Field or AS-2~~ before Contract award and remain certified for the duration of the Project. If a contractor's or subcontractor's certification expires or is suspended, do not allow that contractor to perform any work until the certification is reissued or reinstated. The Department will not consider any requests for time extensions for any delay in the completion of the Project due to an inactive certification and may apply liquidated damages. Provide a copy of the certifications to the Engineer before beginning work and notify the Engineer of all changes in certification status.

Subsection 603.06.A, (pg. 484), 12-26-24; **Schedule of Painting, New Structures;** Revise Table:

Table 603.06-1: System A – Inorganic/Organic Zinc

Paint System	Specification	Minimum Dry Film Thickness (mils)	Maximum Dry Film Thickness (mils)
Primer (shop coat)	Inorganic/Organic Zinc Silicate Paint, **910.03**	2.5	5.0
Intermediate Tie Coat	**910.03,** as modified below	2.0	5.0
Finish Coat (color coat)	Urethane Finish, **910.03** (match color shown on the Plans)	2.0	5.0

Subsection 604.03.A.1.a, (pg. 502), 12-19-22; **Design and Production Parameters;** Revise Table 604.03-1 and 4th paragraph:

Table 604.03-1: Composition of Various Classes of Concrete

Class of Concrete	Min 28-Day Compressive Strength (psi)	Min Cement Content (pound per cubic yard)	Maximum Water/Cement Ratio (pound/pound)	Air Content % (Design ± production tolerance)	Slump (inches)
A	3,000	564	0.45	6 ± 2	3 ± 1 (1)
D, DS (2,3)	4,000	620	0.40	7 (3)	8 max
L (3,4)	4,000	620	0.40	7 (3)	8 max
S (Seal)	3,000	682	0.47	6 ± 2	6 ± 2
X (5)					

(1) For slip forming, the slump shall range from 0 to 3 inches.

(2) Use Class D concrete in all bridge decks except box and slab type structures unless otherwise shown on the Plans. Use Class DS concrete in bridge decks with polish-resistant aggregate described in **903.03** and **903.24**.

(3) Design Class D, Class DS, and Class L concrete at 7% air content. Acceptance range for pumping and other methods of placement is 4.5-7.5%. Sampling will be at the truck chute.

(4) The unit weight of air dried Class L concrete (lightweight concrete) shall not exceed 115 pounds per cubic foot as determined according to ASTM C567.

(5) Plan specific requirements

Include chemical admixtures in the concrete mixture based on the ambient air temperature and expected weather conditions.

If using chemical admixtures, the allowable slump shall be a maximum of 8 inches. Do not exceed the water cement ratio.

Subsection 604.03.A.1.a, (pg. 502), 12-26-24; **Design and Production Parameters;** Revise Table 604.03-1 and Add Tables 604.03-1(a) and 604.03-1(b) after the last paragraph:

Table 604.03-1: Composition of Various Classes of Concrete

Class of Concrete	Min 28-Day Compressive Strength (psi)	Min Cement Content (pound per cubic yard)	Maximum Water/Cement Ratio (pound/pound)	Air Content % (Design ± production tolerance)	Slump (inches)
A	3,000	564	0.45	6 ± 2	3 ± 1 (1)
D, DS (2, 3, 6, 7)	4,000	620	0.40	7 (3)	8 max
L (3, 4, 6)	4,000	620	0.40	7 (3)	8 max
S (Seal)	3,000	682	0.47	6 ± 2	6 ± 2
X (5)					

(1) For slip forming, the slump shall range from 0 to 3 inches.

(2) Use Class D concrete in all bridge decks except box and slab type structures unless otherwise shown on the Plans. Use Class DS concrete in bridge decks with polish-resistant aggregate described in **903.03** and **903.24**.

(3) Design Class D, Class DS, and Class L concrete at 7% air content. Acceptance range for pumping and other methods of placement is 4.5-7.5%. Sampling will be at the truck chute.

(4) The unit weight of air dried Class L concrete (lightweight concrete) shall not exceed 115 pounds per cubic foot as determined according to ASTM C567.

(5) Plan specific requirements

(6) Class D, Class DS and Class L require the surface resistivity in accordance with AASHTO T 358 for design approval, acceptance, and verification requirements in accordance with Table 604.03-1(a) and Table 604.03-1(b).

(7) Class D and Class DS shall have a minimum supplementary cementitious material(s) replacement of 25% and in accordance with Table 604.03-4.

Table 604.03-1(a): Surface Resistivity Requirements for Mix Design Approval

Chloride Ion Penetration	Apparent Surface Resistivity[a] 4 by 8 in. (100 by 200 mm) Cylindrical Specimens (kΩ·cm) a = 3.8 cm	Action
High	< 12	Not approved; must redesign
Moderate	12 - 36	Approved with project verification
Low	≥ 37	Fully approved

[a] Wenner probe tip spacing; determined from 28-day acceptance cylinders

Table 604.03-1(b): Surface Resistivity Requirements for Project Acceptance and Verification

Chloride Ion Penetration	Apparent Surface Resistivity[a] 4 by 8 in. (100 by 200 mm) Cylindrical Specimens (kΩ·cm) a = 3.8 cm	Action
High	< 12	Redesign before next pour
Moderate	12 - 20	Monitor results
Low	≥ 21	Mix Design is verified

[a] Wenner probe tip spacing; determined from 28-day acceptance cylinders

Subsection 604.03.A.1.d, (pg. 504), 12-19-22; Add Subsection d:

d. **Performance Engineered Mixtures (PEM) Design and Production Parameters**

Proportion the concrete based on a water-cement ratio that does not exceed the maximum shown in Table 604.03-3. The fine aggregate shall not exceed 50% by volume calculation of the total aggregate volume. The volume of paste shall not exceed 25%. The Contractor may elect to use PEM as an alternate/option in replacement of Class A concrete.

Document mixture adjustments, for moisture corrections, on the daily concrete report. Ensure that the adjusted mix complies with all the performance criteria specified in Table 604.03-3.

Table 604.03-3: Composition of Performance Engineered Concrete

Class of Concrete	Min 28-Day Compressive Strength (psi)	Min Cement Content (pound per cubic yard)	Maximum Water/Cement Ratio (pound/pound)	Air Content % (Design ± production tolerance)
$PEM_{(1,2,3,4,5)}$	3,000[(1)]	-	0.45	6 ± 2

(1) Or as shown on the Plans or approved shop drawings.
(2) Air Content must be accompanied with the Super Air Meter (SAM) number AASHTO T 395 for data collection only.
(3) Resistance of Concrete to Rapid Freezing and Thawing AASHTO T 161 for data collection only.
(4) Surface Resistivity Indication of Concrete's Ability to Resist Chloride Ion Penetration AASHTO T 358 for data collection only.
(5) Determining the Reactivity of Concrete Aggregates and Selecting Appropriate Measures for Preventing Deleterious Expansion in New Concrete Construction ASTM R80 for data collection only.

All Standards of Practice for Developing Performance Engineered Concrete Pavement Mixtures AASHTO R 101 are for data collection only.

Include chemical admixtures in the PEM mixture based on the ambient air temperature and expected weather conditions. Dosage rates for any admixtures incorporated into the concrete shall be stated during the mix design submittal process. All admixtures shall be compatible and incorporated into the concrete in accordance with the manufacturer's recommendations. Concrete mixtures utilizing multiple admixture manufacturers shall prove compatibility in accordance with the Departmental procedures.

Subsection 604.03.A.1.d, (pg. 504), 12-26-24; **Performance Engineered Mixtures (PEM) Design and Production Parameters;** Revise Table 604.03-3:

Table 604.03-3: Composition of Performance Engineered Concrete

Class of Concrete	Min 28-Day Compressive Strength (psi)	Min Cement Content (pound per cubic yard)	Maximum Water/Cement Ratio (pound/pound)	Air Content % (Design ± production tolerance)
PEM (1,2,3,4,5)	3,000(1)	-	0.45	6 ± 2

(1) Or as shown on the Plans or approved shop drawings.
(2) Air Content must be accompanied with the Super Air Meter (SAM) number AASHTO T 395 for design approval.
(3) Resistance of Concrete to Rapid Freezing and Thawing AASHTO T 161 for data collection only.
(4) Surface Resistivity Indication of Concrete's Ability to Resist Chloride Ion Penetration AASHTO T 358 for design approval, acceptance, and verification requirements in accordance with Table 604.03-1(a) and Table 604.03-1(b).
(5) Determining the Reactivity of Concrete Aggregates and Selecting Appropriate Measures for Preventing Deleterious Expansion in New Concrete Construction ASTM R80 for data collection only.

All Standards of Practice for Developing Performance Engineered Concrete Pavement Mixtures AASHTO R 101 are for data collection only.

Subsection 604.03.A.2, (pg. 504-505), 12-19-22; **Mix Design Submittal;** Revise 1st and 3rd Paragraphs, and Add 6th Paragraph:

2. **Mix Design Submittal.** Submit, for approval, the proposed design in accordance with Departmental procedures at least 14 days prior to use. Develop the design using saturated surface dry aggregate weights. The design shall be prepared in an approved testing laboratory by a TDOT Certified Concrete Mix Design Technician. The TDOT Certified Concrete Mix Design Technician shall certify that the information contained on the design submittal is correct and is the result of information gained from the actual trial batch. Build trial batches for design no more than 90 days before submitting the design. The trial batch shall produce an average compressive strength to

indicate that the specified 28-day strength can be obtained in the field. Make all strength determinations using equipment meeting the requirements of, and in the manner prescribed by, AASHTO T 22. The design shall provide concrete of the strength specified in all applicable Special Provisions, Plans, and Specifications. The approved mix design will expire at the end of each calendar year or if it does not meet the minimum 28-day strength requirements. Assume responsibility for all costs of concrete design, preparation, and submittal.

Self-consolidating concrete (Classes SCC, SH-SCC, and P-SCC) shall be verified prior to placement either at the ready mix, precast, or prestressed facility. The concrete producer shall notify Regional Materials and Tests a minimum of 1 business day prior to performing a trial batch verification of the submitted design. The trial batch will ensure that all batched quantities and target admixture dosage rates are acceptable and meet specification prior to design approval. All quantities and identified admixture target dosage rates shall meet the tolerances specified in **604.11**.

Performance engineered concrete (Class PEM) shall be verified prior to placement. The concrete producer shall perform trial batching in the presence of a Headquarters Materials and Tests representative. All quantities and admixture dosage rates shall meet the tolerances specified in **604.11**. Gradations shall be submitted with each request.

Subsection 604.03.A.2, (pg. 505), 1-8-25; **Mix Design Submittal;** Add 7th Paragraph:

For Class D, Class DS, Class PEM, and Class L concrete mixtures, surface resistivity values shall be submitted in accordance with Table 604.03-1(a) and Table 604.03-1(b).

Subsection 604.03.A.3, (pg. 506), 12-19-22; **Partial Cement Replacement with Fly Ash or Slag Cement;** Revise 3rd Paragraph, Table 604.03-03, and 4th Paragraph:

When designing Portland cement concrete with Type I or Type IL cement modified by the addition of fly ash and/or slag cement, meet the maximum cement replacement rates (by weight) and minimum substitution ratios (by weight) specified in Table 604.03-4 for the applicable type of modifier.

Table 604.03-4: Type I or Type IL Cement Modified by Fly Ash or Slag Cement

Modifier	Maximum Cement Replacement Rate % (by weight)	Minimum Modifier Cement Substitution Rates (by weight)
Slag Cement (Grade 100 or 120)	35.0	1:1
Class "F" Fly Ash	25.0	1:1
Class "C" Fly Ash	25.0	1:1

The Contractor may use ternary cementitious mixtures (mixtures with Portland cement, slag cement, and fly ash) for Class A, Class D, Class DS, Class PEM concrete provided that the minimum Portland cement content is 50%. The maximum amount of fly ash substitution in a ternary cementitious mixture shall be 20%. The Department will allow Type IS cement with ternary cementitious mixtures. When using a Type IS cement, do not use any additional slag cement as a partial replacement for the hydraulic cement. The Department will allow a maximum of 20% fly ash as a partial hydraulic cement replacement in Class A concrete using only Type IS cement.

Subsection 604.03.B, (pg. 507-510), 12-19-22; **Quality Control and Acceptance of Concrete;** Revise 2nd and 5th Paragraphs, Add Sentence after 5th Paragraph, Revise Nos. 7,8,10,11, and 9th Paragraph:

The minimum size of a batch shall be 2.5 cubic yards. If less than 2.5 cubic yards is needed, the concrete must be provided by a Volumetric Continuous Mixer as specified in **604.04.C.**

The concrete producer shall develop for the Engineer's approval and maintain at the plant a plant-specific Process Control Plan that shall apply to all Department contracts for the calendar year. Communicate all changes made to the Process Control Plan during the year to the Regional Materials and Tests Supervisor. Develop for the Engineer's approval a placement site Process Control Plan stating the procedures for sampling, testing, and inspection of the concrete. Maintain a record of all tests and inspections performed at the facility and placement site. Provide these documents to the Engineer upon completion of the Project for inclusion in the Project records. Provide a binder of current records in accordance with Departmental procedures.

No water shall be added in the field for Class PEM concrete.

7. Conduct slump AASHTO T 119 or slump flow ASTM C1611 and air tests AASHTO T 152. For Class PEM provide the Super Air Meter (SAM) number for informational purposes only.

8. Conduct yield tests AASHTO T 121. If yield varies more than plus or minus 2% from that shown on the design, stop all batching operations until the problem has been identified and corrected or a new concrete design has been obtained. Additionally for Class PEM only, determine Unit Weight by AASHTO T 121.

10. Conduct tests for concrete and ambient air temperatures AASHTO T 309.

11. Provide a daily report to the Engineer that identifies the date, Contract and Project, Item number(s), batch weights, aggregate gradations, moisture corrections, admixtures, slump, air content, temperatures, and similar pertinent information.

The Department or its representative will be responsible for performing all acceptance tests. A TDOT Concrete Field-Testing Technician or ACI equivalent will sample and test in accordance with Departmental 604.04 510 procedures. The Department will ensure the Contractors initial curing conditions are properly maintained during the initial curing period as specified in **722.09** and all acceptance cylinders are transported according to AASHTO R 100.

Subsection 604.03.B, (pg. 507-510), 1-8-25; **Quality Control and Acceptance of Concrete;** Revise 5th and 6th Paragraphs, Revise No. 7, and 10th Paragraph:

The concrete producer shall develop for the Engineer's approval and maintain at the plant a plant-specific Process Control Plan that shall apply to all Department contracts for the calendar year. Communicate all changes made to the Process Control Plan during the year to the regional Materials and Tests Field Services Team Lead. Develop for the Engineer's approval a placement site Process Control Plan stating the procedures for sampling, testing, and inspection of the concrete. Maintain a record of all tests and inspections performed at the facility and placement site. Provide these documents to the Engineer upon completion of the Project for inclusion in the Project records. Provide a binder of current records in accordance with Departmental procedures.

No water shall be added in the field for Class PEM concrete above the approved water-cement ratio submitted and approved during trial batching.

7. Conduct slump AASHTO T 119 or slump flow ASTM C1611 and air tests AASHTO T 152. For Class D, Class DS, Class PEM, and Class L provide the Sequential Air Meter (SAM) AASHTO T 395 number for design approval and Surface Resistivity AASHTO T 358 for design approval, acceptance, and verification requirements in accordance with Table 604.03-1(a) and Table 604.03-1(b).

The Department or its representative will be responsible for performing all acceptance and verification tests. A TDOT Concrete Field-Testing Technician or ACI equivalent will sample and test in accordance with Departmental 604.04~~-510~~ procedures. The Department will ensure the Contractors initial curing conditions are properly maintained during the initial curing period as specified in **722.09** and all acceptance cylinders are transported according to AASHTO R 100.

Subsection 604.04.A.1, (pg. 511), 12-19-22; **Batching Plant, Multi-Aggregate Feed System, and Equipment, General;** Revise 2nd Paragraph:

All producers of concrete shall be on the Department's Producer List.

Subsection 604.04.B.3, (pg. 513), 12-19-22; **Truck Mixers and Truck Agitators;** Revise 1st Paragraph:

Ensure that truck mixers used for mixing and hauling concrete, as well as the truck agitators used for hauling central-mixed concrete, meet all the applicable requirements specified in **604.04.B.1**. Truck mixers shall have a manufacturer's plate indicating the various uses for which the equipment is designed, the gross volume of the drum, and the minimum and maximum speed of rotation of the drum or blades for charging, mixing and agitating. Equip truck mixers with an approved device for recording the number of revolutions of the drum or blades.

Subsection 604.15.A, (pg. 532), 12-19-22; **Compressive Strength Tests of Concrete, General;** Revise 2nd Paragraph:

The frequency of testing for compressive strength to determine when forms may be removed, or when a structure may be put into service, shall be as requested by the Contractor or as deemed necessary by the Engineer in accordance with **604.15.C** or **604.15.D**.

Subsection 604.15.B, (pg. 532-533), 12-19-22; **Concrete Acceptance Cylinders;** Revise 1st, Remove 2nd and Revise 3rd, 5th, and 6th Paragraphs:

The Department will test the specimens for compressive strength according to AASHTO T 22. Provide the necessary concrete for making test specimens and adequate curing and storage facilities specified in **722.09** at no additional cost to the Department. Provide hourly temperature data for each day the specimens were kept in the initial curing environment.

~~Concrete cylinders submitted for testing beyond 28 days shall comply with the design strength requirements specified in **604.03** or the Plans.~~

If the acceptance cylinders fail to meet the specified strengths, the Contractor must provide QC data from the batching operation for the suspect concrete delivered and a letter of intent to core the suspect location. When these requirements are met, the Contractor may then elect to drill a minimum of two or maximum of three concrete core samples per set of cylinders from the hardened concrete. The cores shall be obtained in accordance with Departmental procedures. Obtaining the concrete cores and repairing the concrete core holes shall be at no cost to the Department.

The Engineer will not accept cores submitted for testing beyond 56 days.

The average compressive strength of all the cores taken to represent the failing concrete acceptance cylinders will be considered to be the acceptance strength of record for the in-place concrete. Any core that fails to meet the standard for cores in the Departmental procedures will be discarded untested and not considered in the average compressive strength. In accordance with **604.31**, the Engineer will accept at a reduced pay concrete that meets the required strengths specified in **604.03** or the Plans for the respective class.

Subsection 604.15.B, (pg. 532-533), 1-8-25; **Concrete Acceptance Cylinders;** Revise 1st and Add 6th Paragraph:

The Department will test the specimens for compressive strength according to AASHTO T 22 and surface resistivity for Class D, Class DS, Class PEM, and Class L according to AASHTO T 358 and Table 604.03-1(b). Provide the necessary concrete for making test specimens and adequate curing and storage facilities specified in **722.09** at no additional cost to the Department. Provide hourly temperature data for each day the specimens were kept in the initial curing environment.

If acceptance cylinders fail to meet the specified surface resistivity values for Table 604.03-1(b) for Class D, Class DS, Class PEM, and Class L concrete mixtures, the entire surface shall be sealed with an approved penetrating sealer listed on the Department's Qualified Producer List at no additional cost to the Department.

Subsection 604.15.C, (pg. 534), 12-19-22; **Compressive Strength Tests of Concrete, Early Break Cylinders;** Revise 1st Paragraph:

Make and cure all test specimens according to AASHTO R 100, and the applicable procedures therein defined for Field Cured Specimens, unless otherwise specified by the Engineer. The Department will test the specimens for compressive strength according to AASHTO T 22. Provide the necessary concrete for making test specimens at no additional charge to the Department.

Subsection 604.15.D, (pg. 534), 12-19-22; **Compressive Strength Tests of Concrete, Maturity Method;** Add Subsection D:

D. Maturity Method

Strength of concrete in-place may be estimated by the Standard Practice for Estimating Concrete Strength by the Maturity Method AASHTO T 325 and Departmental procedures for critical activities. (open pavement to traffic, removing forms, post tension, shipping, cold weather).
The Department will break a set of cylinders made from the pour in question to verify the strength-maturity relationship, the concrete will be accepted on the basis of the 28 day strength as defined by the strength-maturity relationship. If the cylinders break within 10% of the estimated strength based on the strength-maturity relationship, the concrete will be accepted on the basis of the 28 day strength as defined by the strength-maturity relationship. If the cylinders break outside of the 10% tolerance, the 28 day cylinders will be broken and the concrete will be accepted per **604.15.B.**

Subsection 604.16.E, (pg. 539), 12-27-23; **Placing Concrete, Joints;** Remove 4th and Revise 5th Paragraphs:

For box culvert construction, place the concrete in the walls and allow to set at least 4 hours before constructing the top slab.

Subsection 604.19, (pg. 541), 12-19-22; **Removal of Forms and Falsework;** Revise 3rd Paragraph:

Release and remove falsework and supports under concrete structures only when the following conditions are met:

1. Representative specimens of the concrete, made and cured in accordance with **604.15.C**, attain a compressive strength of 3,000 pounds per square inch or when Strength Maturity relationship indicates the concrete has achieved 3000 pounds per square inch and has been verified per **604.15.D.**

2. The concrete has been in place a minimum of 7 days, not counting days of 24 hours each in which the temperature falls below 40 °F, or 21 calendar days, whichever occurs first.

Subsection 604.27.C, (pg. 551), 12-27-23; **Pay Factor and Required Corrective Action;** Revise 3rd Paragraph:

A grinding strategy plan is required before any corrective action begins. Software such as ProVAL is required to generate a grinding plan. Submit a copy of the grinding plan for approval to the Engineer at least 5 days prior to starting any work. The grinding plan must include existing profile, proposed profile, start and stop grinding locations, length of proposed grinding, and direction of grinding. Perform corrective action, including grinding of bridge decks and approach slabs, removal of pavement tie-ins, resurfacing, and application of sealants, at no additional cost to the Department.

Subsection 604.31, (pg. 557), 12-19-22; **Basis of Payment;** Revise 6th & 7th Paragraphs and Revise Equation:

Where concrete mixture does not meet the specified strength but is allowed to be included in the permanent construction as specified in **604.20** or the acceptance strength of record fails to meet the strength specified in **604.15**, the Department will use the following equation to determine the price deduction for the invoiced price of the defective concrete mixture.

$$PD = (3 \times Ds) \times IP \times Q$$

Where:

PD = Price Deduction by the Dollar

$$Ds = \left[\frac{(\text{Specified Strength} - \text{Actual Strength})}{\text{Specified Strength}}\right]$$

IP = Invoice Price by the Cubic Yard

Q = Quantity of Defective Concrete by the Cubic Yard

The price deduction shall only apply to the invoiced delivery cost of the defective concrete mixture. The deduction shall not apply to incidental items associated with the bid items such as labor, reinforcing steel, etc. Supply the Engineer with a certified invoice from the producer for the defective concrete mixture. The certified invoice will be for the cost of the concrete mixture with taxes and fees delivered to the project.

Subsection 607.02.B, (pg. 579), 12-15-21; **Materials, Pipe Culverts, Cross Drains, Side Drains, & Storm Drains;** Remove 1st Sentence:

B. Pipe Culverts, Cross Drains, Side Drains, & Storm Drains

~~Where Pipe Culverts (Cross Drains & Median Drains) are specified, provide them in accordance with the following:~~

Subsection 607.07, (pg. 582), 12-15-21; **Joining Pipe:** Revise 5th paragraph.

HDPE, PP, SRTRP, and PVC pipe shall be joined in accordance with ASTM D3212 and meet the performance requirements for water-tight. Install joints so that the connection of pipe sections, for a continuous line, will be free from irregularities in the flow line.

Subsection 615.09, (pg. 624), 12-19-22; **Proportioning and Mixing of Concrete;** Revise 5th Paragraph:

Make concrete test specimens for Class P and Class P-SCC, in accordance with AASHTO R 100 and ASTM C1758 respectively, to determine the adequacy of the concrete design and the minimum time at which the stress may be applied to the concrete. Cure the test specimens used to determine the time at which stress may be applied in the same manner and under the same conditions as the bridge members. The initial curing of specimens to determine the design strength of the concrete shall be specified above with additional curing water, as provided in AASHTO R 100. The compressive strength of the concrete will be estimated using the Maturity Method in accordance with **604.15.D.** The frequency of sampling and testing will be in accordance with Departmental procedures.

Subsection 619.04.A, (pg. 652-653), 12-15-21; **Volumetric Continuous Mixers;** Revise No. 3 & Ticket List:

3. The volumetric mixing plant shall be operated and calibrated by a Volumetric Mixer Operator with a TDOT Concrete Field Testing Technician Certification or equivalent. In the presence of the Engineer, perform the calibration of gate settings according to the manufacturer's recommendations for the mix design to be used before starting work. The calibration procedure shall account for the moisture content of the aggregates. The yield shall be maintained within a tolerance of plus or minus 1% and verified using a minimum 2 cubic feet container every 50 cubic yards. Recalibrations will be necessary when indicated by the yield checks, and at any other times the Engineer deems necessary to ensure proper proportioning of the materials.

Each load of concrete produced by a volumetric continuous mixing plant shall be accompanied by a Concrete Delivery Ticket. The ticket shall include as a minimum the following:

a. Date
b. Contract number
c. County
d. Class of concrete
e. Concrete design number
f. Number of cubic yards
g. Load number
h. Truck number
i. Maximum water allowed by design
j. Total water added
k. Water-cementitious materials ratio
l. Time loaded
m. Time discharged
n. Signature of producer's Volumetric Mixer Operator

Subsection 619.04.A, (pg. 653), 12-19-22; **Volumetric Continuous Mixers;** Revise Ticket List:

Each load of concrete produced by a volumetric continuous mixing plant shall be accompanied by a Concrete Delivery Ticket. The ticket shall include as a minimum the following:

a. Date
b. Contract number
c. County
d. Class of concrete
e. Concrete design number
f. Number of cubic yards
g. Load number
h. Truck number
i. Maximum water allowed by design
j. Total water added
k. Water-cementitious materials ratio

l. Time discharged
m. Signature of producer's Volumetric Mixer Operator

Subsection 622.03.A, (pg. 665), 12-19-22; **Proportioning and Quality Assurance of Shotcrete, Proportioning;** Revise 3rd Paragraph:

Shotcrete shall meet the performance requirements specified in Table 622.03-1 and meet the requirements for cement replacement in **604.03.A.3**.

Subsection 623.02.C.1, (pg. 673), 12-15-21; **Modular Roadway Expansion Joints, Fabrication and Construction;** Revise No. 1:

1. Construct the expansion joint systems as shown on the shop drawings. Meet the tolerance requirements included in AASHTO specifications. Perform all welding according to AWS specifications and by certified welders only. Ensure that fabricators are certified under the AISC Certification Program – Bridge Component QMS Certification (CPT). As an alternative, fabricators of bridge bearing or expansion joints may hold certification under the Bridge QMS Certification in the category of Certified Bridge Fabricator - Intermediate Bridge (IBR).

Subsection 623.03.C.2, (pg. 676, 677), 12-15-21; **Strip Seal Expansion Joints, Fabrication and Construction;** Revise No. 2:

2. Shop drawings shall also supply information regarding material specifications, geometry, a table of variable temperature and dimensions, and a bill of material. The maximum joint opening shall be 4 inches. Construct the expansion joint systems in accordance with the details shown on the shop drawings. Tolerance requirements shall be in accordance with AASHTO Specifications. Perform all welding in accordance with AWS specifications and by certified welders only. Ensure that fabricators are certified under the AISC Certification Program – Bridge Component QMS Certification (CPT). As an alternative, fabricators of bridge bearing or expansion joints may hold certification under the Bridge QMS Certification in the category of Certified Bridge Fabricator - Intermediate Bridge (IBR).

STATE OF TENNESSEE

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Subsection 702.02, (pg. 688), 12-19-22; **Materials, Revise 4th Paragraph:**

The Department will make compressive strength test specimens in accordance with AASHTO R 100.

Subsection 705.06, (pg. 697-698), 12-19-22; **Installation of Posts; Revise 1st, 2nd, Nos. 1,2,3, & 4 and 4th Paragraphs:**

Before beginning any excavation or driving any guardrail post, determine the location of all underground electrical, drainage, and utility lines in the vicinity, and conduct work to avoid damaging these facilities. Dig or drill holes to the depth shown on the Plans and/or the approved Shop Drawings and to a size that will allow proper setting of the posts and sufficient room for backfilling and tamping. Drive posts using approved methods and equipment, provided the posts are erected in the proper position and are free of distortion, burring, or other damage.

If solid rock is encountered while installing guardrail posts to the minimum depth required. The installation of guardrail posts shall meet requirements that are detailed in the Departments Standard Drawings or approved Shop Drawings for drilling post holes.

If solid rock is encountered when installing end terminals using tubes, install posts 1 and 2 to full depth or a minimum of 36 inches into the solid rock. Backfill the holes around the steel tube with the cutting spoils.

See approved shop drawings for additional information concerning post depth and hole size.

Backfill dug holes with selected earth or other suitable materials in layers not to exceed 4 inches in thickness. Thoroughly tamp each layer. After backfilling and tamping is complete, hold the posts or anchors securely in place.

Subsection 705.06, (pg. 698), 12-15-21; **Installation of Posts; Add new 7th Paragraph:**

When an underground structure or utility prevents proper post installation for a run of guardrail, posts may be omitted along the run of guardrail only as detailed in the Department's Standard Drawings. A post will not be omitted from any end terminal or transition. If the conditions noted for omitting posts cannot be used, then the use of a guardrail footing or weak post attachment to culvert may be used as detailed in the Department's Standard Drawings

Subsection 705.10, (pg. 700), 12-15-21; **Basis of Payment; Add new 7th Paragraph:**

When posts are omitted from a run of guardrail, payment shall be as noted in the Standard Drawings.

a. For 1 post being omitted, the Department will pay the contract unit price for W Beam Guardrail (Type 2) MASH TL-3.

b. For 2 or 3 posts being omitted, the Department will pay for the linear feet of nested W Beam rail as detailed in the Standard Drawings at a rate equal of 1.5 times the contract unit price for W Beam Guardrail (Type 2) MASH TL-3.

c. If a guardrail footing or attachment to culvert was used, the Department will pay for work as noted in the Standard Drawings.

Subsection 710.06, (pg. 723), 12-19-22; **Aggregate Underdrains (with Pipe); Revise 1st Paragraph:**

Excavate the trench to receive the pipe at the locations shown on the Plans or as directed by the Engineer. If the Plans do not show dimensions, construct the width of the trench to be not less than 12 inches. Make the trench deep enough to intercept the water-bearing strata and to allow installation of the pipe and cover material. Unless otherwise shown on the Plans, spread a 2-inch layer of aggregate on the bottom of the trench, compact it, and bring to a uniform grade.

Subsection 712.02, (pg. 731-732), 12-15-21; **Materials; Revise List:**

Aluminum	916.02
Paint	910.02
Cold Rolled Carbon Steel -16 gauge	ASTM A1008
Non-metallic Drums and Barricades	QPL
Reflective Sheeting	916.06

Subsection 712.02.B, (pg. 732), 12-15-21; **Temporary Pavement Marking Material; Revise 1st Paragraph:**

Unless otherwise specified, the material for pavement marking shall be either temporary pavement marking tape listed on the Department's QPL, or reflectorized paint with raised reflective pavement markers placed as shown on the Plans

Subsection 712.02.E, (pg. 733), 12-15-21; **Portable Impact Attenuators; Revise Heading & 1st Paragraph:**

E. Temporary Work Zone Crash Cushions

Temporary work zone crash cushions shall be in accordance with the Plans and Specifications, meet the requirements for the appropriate test level, and meet the requirements of and be listed on the Department's QPL or Standard Drawings.

Subsection 712.04 & D, (pg. 734 & 737), 12-26-24; **General, Signs;** Revise 4th Paragraph, & **D;** 5th Paragraph:

During periods of non-use, remove warning signs and other devices from the work area, and cover or otherwise position them so they do not convey their message to the traveling public and do not present a safety hazard to drivers. If covered, maintain the covering material in a neat and workmanlike manner during its use. The method of covering the sign face shall not deface or damage the retroreflective sheeting of the sign. Plastic bags shall not be allowed to cover signs.

D. Signs

Cover all existing signs or portions of a sign(s) that are not applicable to the Traffic Control Plan so as not to be visible to traffic, or remove such sign(s) from the roadway when not in use. Signs shall be covered with an opaque, form fitting, tear resistant material that fully obscures the sign text and shall not deface or damage the retroreflective sheeting of the sign. Plastic bags shall not be allowed to cover signs.

Subsection 712.04.B, (pg. 735-736), 12-15-21; **THP Troopers and Uniformed Law Enforcement Officers; Revise 2nd Paragraph:**

When a THP Trooper is not available, the Contractor may provide a Uniformed Law Enforcement Officer if approved by the Engineer and the Regional Safety Coordinator or Regional Operations Office. All Uniformed Law Enforcement Officers shall provide a marked Federal, State, County, City, or Metropolitan government law enforcement vehicle equipped with blue lights and have the authority to write traffic tickets and make arrests within the project site. The Uniformed Law Enforcement Officer shall maintain a detailed written log of enforcement activities and shall submit the log to the Engineer for verification each month.

Subsection 712.06, (pg. 743), 12-15-21; **Temporary Marking; Revise Heading, Add No. 2, & Revise No. 1 & 3:**

712.06 Temporary Pavement Marking

Unless otherwise specified, install temporary pavement marking as follows:

1. Provide 4-inch wide pavement marking (line) for center, edge, lane and barrier lines as shown on the Plans for projects that will have traffic maintained overnight. For temporary pavement markings (line) on intermediate layers of pavement, use reflective tape, reflectorized paint, and raised pavement markers, or a combination thereof as shown on the Plans or as required by the Engineer, and install meeting **716, 910.02, 919.04**, or Department's QPL at the end of each day's work. Short, unmarked sections will not be allowed. Preserve established no-passing zones, if any, on the existing pavement; if no-passing zones have not previously been established, establish them before beginning the work. Mark two-lane, two-way highways with 10-foot long center lines applied on 40-foot centers and appropriate no-passing barrier lines.

2. When required, provide temporary pavement markings at intersections for temporary pavement markings on intermediate layers of pavement. The Department will require temporary intersection pavement markings to be reflectorized paint, or removable pavement marking meeting **716, 910.02, 919.04**, and or Department's QPL.

3. Where required on the completed permanent pavement surface, meet **716.03**.

Subsection 712.09, (pg. 744, 745), 12-15-21; **Method of Measurement; Revise No. 5, 7, 8 & Add 9:**

5. Warning Lights and Flashing Arrow Boards by the unit, Changeable Message Signs per each for the type designated. Payment will be based on the maximum number in place at one time.

7. Temporary Work Zone Crash Cushion based on the initial installation of each. No additional payment will be made for removal, moving, and reinstalling at other locations on the Project as directed by the Engineer. Payment will be based on the maximum number in place at one time.

8. Temporary pavement marking (line) for edge, center, lane and barrier lines will be measured as listed in the plans, complete in place and accepted, as Painted Pavement Marking (Line) regardless of whether the lines are painted, taped markings, or raised pavement markers, or a combination of the above as shown on the Plans or as required by the Engineer. Only the marked line will be measured for payment.

9. Temporary pavement markings at intersections will be measured as listed in the plans complete in place and accepted as Painted Pavement Marking (Description) or Removable Pavement Marking (Description)

Subsection 712.10, (pg. 746, 747), 12-15-21; **Basis of Payment; Revise Item List & Paragraphs 4, 5, 9, Remove Paragraph 8:**

Item	*Pay Unit*
Traffic Control	Lump Sum
Portable Barrier Rail	Linear Feet
Temporary Work Zone Crash Cushion	Each
Signs	Square Feet
Flexible Drums	Each
Temporary Barricades (Type)	Linear Feet
Removable Pavement Marking (Description)	Linear Feet
Changeable Message Sign Unit	Each
Arrow Board (Type C)	Each
Barrier Rail Delineator	Each
Temporary Flexible Tubular Delineator	Each

Payment for Temporary Work Zone Crash Cushion will be made at the contract price, complete in place, with total payment based on the maximum number in place at one time as specified in **712.09**.

Payment for Signs (Construction) is full compensation for providing sign panels with proper sheeting and legend, erecting on proper supports, furnishing all mounting hardware, covering when not in use, relocating, handling, and maintaining until Project completion. Vertical Panels will be paid as Signs (Construction).

Payment for Removable Pavement Marking items shall be full compensation for the installation, maintenance, and removal of the marking line when it is no longer required.

Subsection 714.02, (pg. 757-758); 12-26-24, **Materials**; Revise subsection:

Provide materials as specified in **917** and as follows:

Portland Cement Concrete, Class A **604**
Crushed Stone Grading D **903.05**
Steel Bar Reinforcement for Concrete Structures **907.01**
Welded Steel Wire Fabric **907.03**
Gray Iron Castings **908.07**
Inorganic Zinc Paint **910.03**
Cement Concrete Curing Materials **913**
Conduit ..... **917.05** or **917.07**

Within 30 days after the issuance of the work order, submit to the Engineer ~~four collated~~one digital set~~s~~ of the manufacturer's descriptive literature and technical data, fully describing the types of lighting equipment proposed for use. In the descriptive literature, identify the manufacturer and model, and include sufficient information for the Engineer to determine if the equipment or material meets the requirements of the Plans and these Specifications. Include with the~~se~~ set~~s~~ of submittal data a list of the materials submitted along with descriptive material for, but not limited to, the following items when applicable.

1. Complete photometric data of luminaires as published by the manufacturer with independent testing laboratory results.

~~2. Computer printouts showing illumination levels throughout each interchange area where high mast luminaires are to be installed.~~

2~~3~~. General details of light standards, breakaway bases, and bracket arms. For light standards ~~taller than~~with a mounting height from 30 feet to 50 feet, submit one set of design calculations and ~~six~~ one digital print~~s~~ of "Design" or "Shop" drawings to the Traffic Design Division ~~of Structures~~ for approval purposes. The Department will review these drawings at the earliest possible date and will return ~~two~~ digital prints marked "Approved for Fabrication," or "Returned for Revisions as Noted." Respond by taking appropriate action to ensure the earliest possible correction of these items so as not to delay the installation.

3~~4~~. Highmast tower details with a set of design calculations for each height including access hole, base, anchorage, head frame, and lowering device. Include specification references for materials and location, type, size, and extent of welds. In addition to the set of design calculations, submit ~~six~~one digital print~~s~~ of "Design" or "Shop" drawings for each highmast tower height to the Traffic Design Division ~~of Structures~~ for approval purposes~~,~~ in a manner similar to that specified in Item 2~~3~~ above for light standards ~~taller than~~with a mounting height from 30 feet to 50 feet.

4~~5~~. Dimension sheets and performance data on all related equipment.

The Engineer will retain one copy and forward one copy each to the local entity (city or county engineer) and the Traffic Design ~~Operations~~ Division for their review.

Also include with the submittal set~~s~~ detailed scale drawings of all non-standard or special equipment and of all proposed deviations from the Plans. Deviations from the Plans or Specifications require approval from the Traffic Design ~~Operations~~ Division. Include a letter requesting deviations or alternate materials in the submittal for Traffic Design ~~Operations~~ Division approval. Upon request, submit for approval sample articles of materials proposed for use. The Department will not be liable for any materials purchased, labor performed, or delay to the Work prior to such approval.

In addition to the above, include with each submittal a notarized letter certifying that all lighting system materials listed in the submittal conform to the Plans and Specifications. Also submit to the Engineer a statement from the Maintaining Agency that all lighting system materials listed in the submittal are acceptable to the Agency.

Subsection 714.03, (pg. 758); 12-26-24, **Codes**; Revise subsection:

Furnish material and perform all work in strict accordance with the latest revision of the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the Illuminating Engineering Society (IES) publications, ANSI standards, and the codes, regulations, and rules prevailing in the area in which the Work is being performed, as applicable.

Subsection 714.05.A.1, (pg. 759-761); 12-26-24, **Underground Conduit, General**; Revise 1st, 4th, 5th, and 6th Paragraphs, Add new **1.c**:

Underground conduit shall ~~consist of~~be placed as: encased~~,~~ ~~or~~ direct burial conduit, or by direction boring method. Install conduit in a trench excavated to the dimensions and lines specified.

Obstructions encountered when excavating trenches for underground conduit may require minor changes, such as in locations of conduit runs and pull boxes. Obtain the Engineer's approval before making such changes. Where possible, contact the utility companies to have clear distance required by the specific utility company's standards and specifications to keep electric conduits and pullboxes away from ~~provide a minimum of 12 inches between the finished lines of conduit runs and~~ utility facilities, such as gas lines, water mains, and other underground facilities not associated with the electrical system. Where the conduit run is adjacent to concrete walls, piers, footings, and similar structures, maintain a minimum of 4 inches of undisturbed earth or firmly compacted soil between the conduit and the adjacent concrete or, when the conduit is encased, between the encasement and the adjacent concrete.

Unless shown on the Plans, do not excavate trenches in existing pavement or surfaced shoulders to install conduit. If it is necessary to place a conduit under an existing pavement, install the conduit by ~~jacking~~directional boring ~~-~~or other approved means with galvanized rigid steel conduit or schedule 80 PVC conduit.

Keep ~~jacking and~~ drilling pits at least 10 feet from the edge of the paved shoulder or sidewalk unless otherwise directed by the Engineer. When the Plans specifically allow excavation of a trench through an existing pavement or surfaced shoulder, restore the pavement and/or surface and base to their original condition. Do not leave boring pits open for extended periods of time.

c. **Directional Boring Conduit**. To be used under existing: roads, sidewalks, and business drive.

Subsection 714.05.B, (pg. 762); 12-26-24, **Conduit On Structures**; Revise 1st, & Add New Last Paragraph:

Existing bridges i~~I~~nstall conduits, conduit fittings, hangers, expansion fittings, and accessories as shown on the Plans and, unless otherwise specified, in accordance with the following:…

Proposed bridges provide structural lighting item materials for the bridge designer to include in the proposed bridge superstructure and substructure when lighting is required.

Subsection 714.08.A.3, (pg. 766); 12-26-24, **Wood Poles**; Revise Paragraph:

3. **Wood Poles (For Utility Use Only).** Excavate for wood poles as specified for prestressed concrete butt base pole foundations in **714.08.A.2**. Dig or drill the holes to the depth shown on the Plans and in such diameter to allow satisfactory use of mechanical tamping equipment.

Subsection 714.10, A & B, (pg. 767-769); 12-26-24, **Luminaires, A. High Intensity Discharge (HID), B. Light Emitting Diode (LED)**; Revise 1st Paragraph, Remove **A., B**; Revise 1st Paragraph & No. 3:

The Department only ~~U~~uses Light Emitting Diode (LED)~~the following~~ luminaire~~s types on the~~ for roads and bridges: ~~High Intensity Discharge (HID) which includes High Pressure Sodium (HPS) and Metal Halide (MH); Fluorescent and Induction lamps; and Light Emitting Diode (LED).~~

~~A. High Intensity Discharge (HID)~~

~~High Intensity Discharge (HID) luminaires shall meet IES standards from LM-51-00 to LM-35-02. The HID luminaire shall be covered by a one-year written warranty starting from the system acceptance date. All the other electrical and mechanical component parts of the HID shall be covered by a five-year written warranty starting from the system acceptance date. The signed warranty certificate shall be submitted prior to final payment.~~

~~B.~~ **Light Emitting Diode (LED)**

Light Emitting Diode (LED) luminaires shall be manufactured in accordance with ANSI C136.37-2011 (or recent version). All testing and data sheets for proposed LEDs shall be included in the submittal package and shall include, but not limited to, the following: Illuminating Engineering Society ~~of North America~~ (IES~~NA~~): LM-79-08, LM-80-08, RP-8-14, TM-3-95, and TM-15-07 (all should be up-to-date versions). In addition to these requirements, the LEDs shall meet the following requirements:

3. **Optical Assembly**. The LED optical assembly package shall have a minimum Ingress Protection rating of IP 66 according to ANSI/IEC 60529. The luminaire shall have a standardized refractor/reflector to meet the required optical distribution as required by the plans. The optical assembly shall utilize high brightness, long life, minimum 70 color rendering index (CRI), (3000 K-5700 K) color temperature ~~(+/- 300 K)~~ LEDs binned according to ANSI C78.377. Lenses shall be UV-stabilized acrylic or glass. Provisions for house-side shielding shall be provided when specified.

Subsection 714.14, (pg. 770-771); 12-26-24, **Control Center**; Revise subsection:

Furnish and install a service pole or poles of the design, type, size, and class, and at the locations shown on the Plans, for the electric connection use. Install the service pole(s) as specified in **714.08** and as shown on the Plans. Set the service pole(s) plumb.

Notify the power company, at least 30 days before connection, of the need to furnish power to operate the lighting system.

Unless otherwise specified, furnish and install all the control center equipment and electrical supply facilities. The electrical supply facilities shall include the necessary service conduit from the control cabinet to the ~~delivery point~~proposed light poles designated on the Plans.

Construct a concrete slab for all proposed light control centers, unless the utility company wants to place the proposed light control center on a pole, of the dimensions and thickness indicated, around the

service pole foundation. Construct the slab of Class A concrete meeting the requirements of **604**, and reinforce the slab, if specified, as shown on the Plans.

Construct a 6-foot chain-link fence and gate, if the utility company requests, of the size specified around the control center as shown on the Plans and as specified in **707.**

Subsection 714.20.F, (pg. 774); 12-26-24, **Luminaires**; Revise Paragraph:

The Department will measure Luminaires of the size, type, and design specified by the unit, per each, ~~regardless of their classifications (i.e. LED, HID).~~

Subsection 714.21.E, & **F,** (pg. 777-778); 12-26-24, **Light Standards & Luminaires**; Revise Paragraphs:

E. Light Standards

The Department will pay for Light Standards of the type specified at the contract unit price per each, complete in place. Such payment is full compensation for furnishing and installing the complete light standards, including the ~~foundation,~~ standard, bracket arm or arms, associated hardware and wiring, grounding materials, excavation, backfilling materials, and backfilling. The Department will measure foundations for typical light standard (30 feet to 50 feet) and high mast towers separately.

F. Luminaires

The Department will pay for Luminaires of the size and type specified at the contract unit price per each, ~~regardless of their classifications (i.e. LED, HID),~~ complete in place. Such payment is full compensation for furnishing and installing the complete luminaire, including the ballast(s) or driver(s), lamp(s), glare shields where required, and associated hardware and wiring.

Subsection 716.03.B, (pg. 790), 12-15-21; **Application; Revise No. 3 & Add No. 4:**

3. **Temporary Pavement Marking (Line).** When thermoplastic is used on the final pavement surface, the Contractor may use reflectorized paint for the center, edge, lane and barrier lines installed meeting **716.07** and **910** at the end of each day's work and then install the permanent pavement marking after the paving operation is completed. Short, unmarked sections are not allowed. The Department will not directly measure and pay for temporary markings for the final surface and will consider the costs thereof to be incidental to the item for the permanent thermoplastic pavement markings (line).

4. **Temporary Pavement Markings at Intersections**. When required, temporary pavement markings at intersections are to be installed with reflectorized paint meeting **716.07** and **910**. The Department will measure and pay as noted in **712.09** and **712.10,**

Subsection 716.07.A, (pg. 793), 12-15-21; **Application; Revise 11th Paragraph:**

When reflectorized paint is required for temporary or final marking, install the paint meeting **910.02** at the end of each day's work. Do not leave any short, unmarked sections.

Subsection 717.03, (pg. 799-800), 12-19-22; **Basis of Payment; Revise Subsection:**

The Department will pay for Mobilization on a lump sum basis.

The Department will make partial payments for Mobilization based on the amount bid for mobilization and the total original contract amount for all items of work. If the amount bid for the item of Mobilization exceeds 10% of the total amount bid for the Contract, the Department will pay that portion exceeding 10% on the last partial pay estimate. Payments will be made according to Table 717.03-1.

Table 717.03-1: Payment Schedule for Mobilization

Payment Estimate Number or Completion of Contract	Payment Amount whichever is least	Accumulated Payment whichever is least
Estimate # 1	25% Lump Sum Item or 2.5% Contract Price	25% Lump Sum Item or 2.5% Contract Price
5% of Contract (Excluding previous mobilization payments and stockpile payments per 109.09)	25% Lump Sum Item or 2.5% Contract Price	50% Lump Sum Item or 5.0% Contract Price
10% of Contract (Excluding previous mobilization payments and stockpile payments per 109.09)	25% Lump Sum Item or 2.5% Contract Price	75% Lump Sum Item or 7.5% Contract Price
50% of Contract (Including previous mobilization payments and stockpile payments per 109.09)	25% Lump Sum Item or 2.5% Contract Price	100% Lump Sum Item or 10.0% Contract Price
Last Partial Pay Estimate	Portion Exceeding 10%	Portion Exceeding 10%

If 50% or more of the total original contract amount is completed by the payment of Estimate #1, a payment of 75% of the price bid for Mobilization will be made on Estimate #1. The remainder of the price bid for Mobilization will be paid on the following estimate.

Subsection 722.06.E, (pg. 803), 12-19-22; **Interior Utility Services; Revise Subsection E:**

E. Telephone and Internet

Provide telephone service with voicemail and two incoming phone lines. Provide internet service with wifi and two data ports for wired connections.

Subsection 722.09, (pg. 805), 12-19-22; **Concrete Cylinder Storage; Revise 1st Paragraph:**

Provide a storage facility (shed/building) for temporary storage of concrete acceptance cylinders. The storage facility shall be of sufficient size and construction to protect the concrete cylinders from the elements and damage. Obtain the Engineer's approval of the storage facility location. Department personnel shall have access to the storage facility. Equip the storage facility with a concrete curing environment consisting of a box or water curing tank with a heating/circulating system of sufficient size to properly cure all acceptance cylinders before transferring for final storage and testing. Provide a temperature measuring device capable of recording the conditions inside the curing environment. The curing environment shall comply with AASHTO M 201, and proper curing of the cylinders shall be in accordance with AASHTO R 100. Temperature data for the curing environment shall be kept for the duration of the projects and made available to the Department upon request. The Department will not accept any concrete without the Engineers approval of the storage facility.

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(Rev. 1-30-23)
(Rev. 12-27-23)
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Standard Specifications for Road and Bridge Construction

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Subsection 901.01, (pg. 900), 12-19-22; **Hydraulic Cement;** Revise List, 2nd, and 3rd Paragraphs:

Portland Cement.....AASHTO M 85
Blended Hydraulic Cement..... AASHTO M 240

The maximum allowable equivalent alkalis for Portland Cement is 0.60 % when used in roadways with aggregates meeting the requirements of **903.24**.

Use Type I, Type IL, Type IP, or Type IS cement unless otherwise specified. Do not mix different types or sources of cement.

Subsections Listed, (pg. varied), 12-19-22; **Hydraulic Cement 901.01;** Revise Following Subsections:

204.06.B, (pg. 156), **Revise Materials List:**

304.02, (pg. 230), **Revise Materials List:**

306.02, (pg. 238), **Revise Materials List:**

309.02, (pg. 252), **Revise Materials List:**

312.05, (pg. 266), **Revise 1st Paragraph first sentence:**

313.02, (pg. 270), **Revise Materials List:**

616.03, (pg. 635), **Revise Materials List:**

619.02, (pg. 650), **Revise Materials List:**

619.03, (pg. 651), **Revise Table 619.03-1:**

619.13, (pg. 657), **Revise 1st Paragraph first sentence:**

622.02, (pg. 664), **Revise Materials List:**

Subsection 903.01, (pg. 903), 12-26-24; **Fine Aggregate for Concrete;** Revise Table 903.01-2:

Table 903.01-2: Gradation Requirements for Fine Aggregate

Sieve Size	Total Percent Passing by Weight
3/8 inch	100
No. 4	95-100
No. 16	50-90
No. 50	5-35
No. 100	0-20
No. 200 (1)	0-3

(1) If the fine aggregate is manufactured from crushed stone and if material finer than the No. 200 sieve consists of the dust of fracture, essentially free from clay or shale, this limit may be increased to ~~10~~7%.

Subsection 903.03, (pg. 904-905), 12-19-22; **Coarse Aggregate for Concrete;** Revise 2nd,4th,5th,6th and 7th Paragraphs:

Coarse aggregate for hydraulic cement concrete to be used in the finished riding surfaces of roadways shall meet requirements of 903.24 unless otherwise specified. Coarse aggregate for bridge decks (except decks that will be overlaid with HFST or Asphalt Pavements during the same construction season) and overlays on interstates and four or more lane highways shall meet **903.24** unless otherwise specified.

Coarse aggregate in Portland cement concrete pavements for finished riding surfaces of travel lanes including mainline pavements and ramps shall consist of Size No. 467. Ensure that either the Size No. 4 or Size No. 67 fractions meet **903.24**.

Coarse aggregate in two-lift composite pavements shall consist of Size No. 467 in the lower lift, graded as specified in **903.22,** the coarse aggregate for the lower lift does not have to meet the requirements of **903.24**. Coarse aggregate in the upper lift shall be Size No. 57 or 67 graded as specified in **903.22** and shall meet **903.24** riding surface requirements.

The coarse aggregates for travel lanes and bridge decks shall be crushed and consist of stone, slag, gravel, quartzite, gneiss, or combination thereof. The absorption of plus 4 material shall not exceed 5% on any individual aggregate. Do not use uncrushed gravel, pea gravel, or any other uncrushed particles. Crushed gravel, if used, shall consist of siliceous washed particles after processing, of which at least 70% by count of the material retained on the No. 4 sieve contains a minimum of two fractured faces. One face shall be fractured for the approximate average diameter or thickness of the particle.

Subsection 903.03, (pg. 904), 12-26-24; **Coarse Aggregate for Concrete;** Revise 2nd Paragraph:

~~Coarse aggregate for hydraulic cement concrete to be used in the finished riding surfaces of roadways shall meet requirements of **903.24** unless otherwise specified.~~ Coarse aggregates for bridge decks, portland cement concrete pavements (including ramps), ~~(except decks that will be overlaid with HFST or Asphalt Pavements during the same construction season)~~ and overlays used for the finished riding surfaces ~~on interstates and four or more lane highways~~ shall meet requirements of **903.24**. ~~unless otherwise specified.~~

Subsection 903.06.C, (pg. 914), 8-26-24; **Combined Aggregate Grading;** Revise Table 903.06-4:

Table 903.06-4: Hot Plant Mix Leveling CourseMixture Design Range of Gradations

Sieve Size	Total Percent Passing, by Weight					
	Grading BM	Grading BM2 (1)	Grading C	Grading CM	Grading CW	Grading CS
1-1/4 inch	--	100	--	--	--	--
1 inch	100	--	--	--	--	--
3/4 inch	85-100	81-93	100	100	100	--
3/8 inch	59-79	57-73	70-90	75-100	75-100	100
No. 4	42-61	40-56	39-66	--	--	89-94
No. 8	29-47	28-43	23-47	35-57	43-67	53-77
No. 30	13-27	13-25	10-27	18-35	23-47	23-42
No. 50	7-20	9-19	8-15	--	--	--
No. 100	4-10	6-10	4-8	4-10	4-10	9-18
No. 200	0-6.5	2.5-6.5	2.5-6.5	2.5-6.5	2.5-6.5	6-13.5

(1) When using natural sand as the fine aggregate, limit it to a maximum amount of 20% by weight of the mineral aggregate.

Subsection 903.11.C.3, (pg. 920), 12-19-22; **Grading OGFC;** Remove 2nd Paragraph:

~~Recycled asphalt pavement (RAP) milled from Department or other State Highway Agency projects shall be assumed to contain 75% polish-resistant material.~~

Subsection 903.12.B, (pg. 921-922), 12-19-22; **Aggregate for Micro-Surface;** Revise 1st, 2nd Paragraphs, and Table 913.12-2:

The aggregate shall be crushed slag, crushed granite, or crushed stone (crushed stone as specified in **903.24**) meeting the gradation limits specified in Table 903.12-2 and the physical properties of ASTM D692, except the percent of fractured pieces shall be 100. The aggregate shall meet the quality requirements in **903.25**. The aggregate shall have a minimum sand equivalent, as determined in accordance with AASHTO T 176, of 65. Polish-resistant aggregates will not be required for leveling courses, provided they will be covered with riding surface mixtures. Provide a Type A laboratory as defined by **106.06** capable of verifying gradation at the location of stockpiled material.

If blending aggregates from more than one source, use automated proportioning and blending equipment which has individual bins for each aggregate source used to produce a uniform stockpile meeting the job mix formula gradation. Proportion and blending equipment shall be calibrated at the beginning of production. All aggregate sources shall be polish-resistant as specified in **903.24**.

Table 903.12-2: Gradation Limits for Aggregate for Micro-Surface Based on Wash Gradation

Sieve	Design Master Range (Total Percent Passing)	Mixture Control Tolerances
3/8 inch	100	
No. 4	70-98	±5.0
No. 8	45-70	±5.0
No. 16	28-50	±5.0
No. 30	19-34	±5.0
No. 50	12-25	±4.0
No. 100	7-18	±3.0
No. 200	4-15	±2.0

Subsection 903.24, (pg. 927), 12-26-24; **Aggregates for Riding Surfaces (Polish-Resistant Aggregates);** Revise Table 903.24-1:

Table 903.24-1: Quality Requirements for Type I, II, III, and IV Aggregate

Aggregate Property	Test Method	Type I (all roads)	Type II (all roads)	Type III (15,000 ADT max, excluding Interstates)	Type IV (5,000 ADT max)
Silica Dioxide Content, % min	ASTM C25	40%	30%	20%	10%
Calcium Carbonate Content, % max		32%	--	--	--
Acid Insoluble Residue, % min	ASTM D3042	50%	35%	25%	--
British Pendulum Number,(1)(2) min	AASHTO T 278 AASHTO T 279	30	30	25	22

(1) After 9 hours of accelerated polishing using the British Wheel in accordance with AASHTO T 279

(2) British Pendulum Number only required for limestone aggregates.

Subsection 904.03 (pg. 931-934), 12-15-21; **Emulsified Asphalt;** Revise Table 904.03-1(c):

Table 904.03-1(c): Test Requirements for Emulsified Asphalt

Practices	AASHTO Test Method	CRS-2P	RS-2	RS-1	CRS-1
Saybolt-Furol Viscosity @ 77 °F, seconds	T59	n/a	n/a	20-100	n/a
Saybolt-Furol Viscosity @ 122 °F, seconds	T59	100-400	75-400	n/a	20-100
Storage Stability Test, 24- h, %	T59	1 Max	1 Max	1 Max	1 Max
5-day Settlement, %	T59	n/a	n/a	n/a	n/a
Particle Charge	T59	Positive	n/a	n/a	Positive
Sieve Test, %	T59	0.1 Max	0.1 Max	0.1 Max	0.1 Max

Practices	AASHTO Test Method	CRS-2P	RS-2	RS-1	CRS-1
Residue by	T59	Evaporation	Distillation	Distillation	Distillation
Residue, %	T59	65 Min	63 Min	55 Min	60 Min
Demulsibility, %	T59	40 Min	60 Min	60 Min	40 Min
Distillate, %	T59	n/a	n/a	n/a	n/a
Oil Test, %	T59	n/a	n/a	n/a	3.0 Max
Stone Coating	T59	n/a	n/a	n/a	n/a
Float Test, seconds	T50	n/a	n/a	n/a	n/a
Penetration	T49	75-175	100-200	100-200	100-250
Elastic Recovery, % (1)	T301	50 Min	n/a	n/a	n/a
Ductility @ 77 °F, cm	T51	40 Min	40 Min	40 Min	40 Min
Ductility @ 40 °F, cm	T51	n/a	n/a	n/a	n/a
R&B Softening Point, °F	T53	125 Min	n/a	n/a	n/a
Original G*/sind @ 82 °C	T315	n/a	n/a	n/a	n/a

(1) Straight-sided mold, 20-cm elongation, 5min hold, 25 °C

Subsection 908.04.A & C, (pg. 947-949), 12-26-24**; High Strength Bolts, Specifications;** Revise A No. 1 and C No. 1 a & b, and C No. 3.a:

A.1 Bolts. ASTM F3125, Grade A325 and Grade A490 – High Strength Bolts for Structural Joints.

C.1.a Perform proof load tests, in accordance with ASTM F606 Method 1, at the minimum frequency of testing specified in ASTM F3125 Grade A325 paragraph 9.2.4.

C.1.b Perform wedge tests on full size bolts, in accordance with ASTM F606 paragraph 3.5, at the minimum frequency of testing specified in ASTM F3125 Grade A325 paragraph 9.2.4.

C.3.a Except as modified herein, perform the rotational-capacity test in accordance with the requirements of ASTM F3125 Grade A325.

Subsection 908.09, (pg. 955), 12-27-23; **Bronze Bearing Plates, Plain;** Revise Subsection:

Provide plates conforming to ASTM B22, Alloy UNS No. C90500, C91100, or C86300, or ASTM B100, Alloy UNS No. C51000.

Subsection 914.01, (pg. 977), 12-19-22; **Non-Reinforced Concrete Pipe;** Revise 2nd Paragraph:

Manufacture all non-reinforced concrete pipe to meet the Department's procedure for the Manufacture and Acceptance of Precast Concrete Products.

Subsection 916.06, (pg. 988), 12-15-21; **Reflective Sheeting;** Revise Subsection:

Provide reflective sheeting from the Department's QPL conforming to AASHTO M 268 and the supplementary requirements for fungus resistance of AASHTO M 268. The sheeting material shall have a precoated adhesive backing or a heat and pressure activated adhesive backing protected by a removable liner.

For all signs with a SILVER-WHITE and ORANGE background when used on temporary barricades and channelizing drums, provide reflective sheeting that meets or exceeds AASHTO M 268, Type B.

For all permanent panel signs with a SILVER-WHITE, YELLOW, RED, GREEN, BROWN, or BLUE background, provide reflective sheeting that meets or exceeds AASHTO M 268, Type D.

For overhead permanent signs attached to sign structures which overhang travel lanes and are not illuminated with sign lighting, provide reflective sheeting that meets AASHTO M 268, Type D.

For all other sign types, provide reflective sheeting that meets or exceeds AASHTO M 268, Type B.

For FLOURESCENT ORANGE background, provide reflective sheeting that meets or exceeds AASHTO M 268, Type B.

Subsection 916.06, (pg. 988), 12-27-23; **Retroreflective Sheeting;** Revise 2nd and Add 3rd Paragraph:

For all signs with a SILVER-WHITE and ORANGE background when used on temporary barricades, provide retroreflective sheeting that meets or exceeds AASHTO M 268, Type B.

For all sheeting with a SILVER-WHITE and FLUORESCENT ORANGE background when used on channelizing drums, provide retroreflective sheeting that meets or exceeds AASHTO M 268, Type B. The SILVER-WHITE material shall be of the same manufacturer as the FLUORESCENT ORANGE material.

Subsection 916.07, (pg. 988,989), 12-15-21; **Legends, Borders, and Accessories;** Revise Subsection:

Provide letters, numerals, symbols, borders, and route markers conforming to the MUTCD.

A. Type "A" Class I (Demountable)

Provide silver-white letters, numerals, symbols, borders, and route markers of a pre-coated pressure sensitive or a tack-free heat-activated adhesive reflective sheeting permanently adhered to the sign panel.

For all permanent panel signs, provide reflective sheeting that meets AASHTO M 268, Type D.

Mechanically apply the reflective sheeting to the properly prepared sign panel with the equipment and in a manner prescribed by the sheeting manufacturer. Letters, numerals, symbols, borders, and route markers shall be 0.032-inch-thick aluminum sheet of 3003 H14 Alloy or approved composite material. Properly degrease and etch aluminum, or treat with a light, tight, amorphous chromate type coating.

Supply each letter, numeral, symbol, and route marker with mounting holes, and secure to the sign surface with corrosion-resistant screws, bolts, or rivets.

B. Type "A" Class 2 Cut-Out (Direct Applied Reflective Sheeting Copy)

Provide silver-white cut-out letters, numerals, symbols, borders, and route markers of a pre-coated pressure sensitive or a tack-free heat-activated adhesive reflective sheeting.

For all permanent panel signs, provide reflective sheeting that meets AASHTO M 268, Type D.

For all other sign types, provide reflective sheeting that meets or exceeds AASHTO M 268, Type B.

Subsections Listed, (pg. varies), 12-19-22; **Replace Reflective with Retroreflective 916.06;** Revise Following Subsections:

916.05.H, (pg. 986), **Revise 2nd Paragraph:**

916.05.H.3, (pg. 986), **Revise 1st Paragraph:**

916.05.I, .1, .2, (pg. 987), **Revise Heading, 1st, 2nd Paragraphs:**

916.06, (pg. 988), **Revise Heading, 1st, 2nd, 3rd, 4th, 5th, 6th Paragraphs:**

916.07.A, (pg. 989), **Revise 1st and 2nd Paragraphs:**

916.07.B, (pg. 989), **Revise 1st, 2nd, 3rd Paragraphs:**

916.08, (pg. 989-999), **Revise 1st, 2nd, 3rd, 4th Paragraphs:**

919.04, (pg. 1012), **Revise Heading, 1st Paragraph, List:**

919.05.A, .B, (pg. 1012-1013), **Revise Heading, 1st Paragraphs:**

712.02, (pg. 732), **Revise Materials List:**

712.02.B, .G, (pg. 732-733), **Revise 1st Paragraphs:**

712.04, (pg. 734), **Revise 2nd Paragraph:**

712.04.H.2.a.(2), .2.e, (pg. 740-741), **Revise 1st Paragraphs:**

712.06.1, .2, (pg. 743), **Revise 1st Paragraphs:**

713.04.A, (pg. 749), **Revise 1st Paragraph:**

713.04.F, (pg. 753), **Revise 3rd, 4th, 5th Paragraphs:**

713.06.3, (pg. 754), **Revise 1st Paragraph:**

716.01, (pg. 784), **Revise 1st Paragraph:**

716.02, (pg. 784), **Revise Materials List:**

716.03.B.2.b, (pg. 789), **Revise 8th Paragraph:**

716.03.B.3, .4, (pg. 790), **Revise 1st Paragraph:**

716.04, (pg. 790-791), **Revise Heading, 7th Paragraph:**

716.05, (pg. 791-792), **Revise Heading, 1st Paragraph:**

716.06, (pg. 792), **Revise 2nd Paragraph:**

716.07.A, (pg. 795), **Revise 11th Paragraph:**

716.08, (pg. 797), **Revise Last Paragraph:**

716.08.G, (pg. 797), **Revise Heading:**

910.02.C.2.e, (pg. 969), **Revise Heading:**

Revise Index (pg. 1053 & 1056), **Revise:** Reflective Pavement Markers, Reflective Sheeting, & Snowplowable Reflective Pavement Markers.

Subsection 918.01.B & D, (pg. 1003, 1004), 1-30-23; **Grass Seed, Seed Groups;**
Revise Tables 918.01-1, 2, 3, & 6:

Table 918.01-1: Group A (February 1-July 1)

Kind of Seed	Quantity, Percent by Weight
Kentucky 31 Fescue	80
White Clover	15
Annual Rye Grass	5

Table 918.01-2: Group B (June 1-August 15)

Kind of Seed	Quantity, Percent by Weight
Kentucky 31 Fescue	75
White Clover	15
German Millet	10

Table 918.01-3: Group B1 (April 15 - August 15)

Kind of Seed	Quantity, Percent by Weight
Bermudagrass (hulled)	70
White Clover	30

Table 918.01-6: Temporary Seeding

Seed Group (Season)	Kind of Seed	Percent by Weight
Group D (January 1 – May 1)	Annual Rye Grass	33-1/3%
	White Clover	33-1/3%
	Spring Oats	33-1/3%
Group E (May 1 – July 15)	Sorghum-Sudan Crosses [1]	100%
	or	
	German Millet [2]	100%
Group F July 15 – January 1	Cereal Rye	66-2/3%
	Annual Rye Grass	33-1/3%

[1] Dekalb Sudan SX11, Lindsey 77F, TN Farmer's Co-op GHS-1 or GHS-2A.
[2] German Millet, GaHi-1

Subsection 918.01.D, (pg. 1004), 12-26-24; **Temporary Seed;** Revise Table 918.01-6:

Table 918.01-6: Temporary Seeding

Seed Group (Season)	Kind of Seed	Percent by Weight
Group D (January 1 – May 1)	Annual Rye Grass	33-1/3%
	White Clover	33-1/3%
	Spring Oats	33-1/3%
Group E (May 1 – July 15)	Sorghum-Sudan Crosses [1]	100%
	or	
	German Millet [2]	100%
Group F July 15 – January 1	Cereal Rye	66-2/3%
	Annual Rye Grass	33-1/3%

[1] Dekalb Sudan SX11, Lindsey 77F~~, TN Farmer's Co-op GHS-1 or GHS-2A.~~

[2] German Millet, GaHi-1

Subsection 921.09, (pg. 1022), 12-19-22; **Grout; Revise Subsection:**

Submit grout mix designs to the Department's Materials and Tests. Grout designs shall use hydraulic cement meeting the requirements of **901.01** or an appropriate alternative from the Department's Qualified Products List. Use sand conforming to the requirements of **903.02.** Use water that has been approved by the Engineer.

When non-shrinking or non-shrinking fast-setting grout is specified, either formulate it by incorporating an admixture, or use a pre-mixed grout. Mix and use the grout in accordance with the manufacturer's recommendations. Grouts will be reviewed as follows:

A. Non-Structural Grout

Grout specified without a strength requirement will be non-structural and shall have its design submitted per Departmental procedures. Mix grout in small quantities as needed, and do not retemper or use grout after it has begun to set. Unless otherwise specified or directed, provide grout consisting of one part Portland cement and two parts sand by volume, mixed with sufficient water to form a grout of proper consistency.

B. Structural Grout

Grout specified with a strength requirement will be structural grout and shall have its design submitted per Departmental procedures.

STATE OF TENNESSEE
Rev: October 10, 2016 January 1, 2021

SPECIAL PROVISION

REGARDING

EMPLOYING AND CONTRACTING WITH ILLEGAL IMMIGRANTS

The State shall endeavor to do business only with those contractors and subcontractors that are in compliance with the Federal Immigration and Nationality Act. This policy shall apply to all State Contractors including subcontractors. This policy statement is issued to establish implementation guidance to procuring state agencies and contractors reflecting the requirements of *Tennessee Code Annotated* §12-3-309 regarding the employment of illegal immigrants in the performance of state contracts.

1. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the "Attestation form" provided by the Department, semi-annually during the period of this Contract.

2. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract.

3. The Contractor shall maintain records for its employees used in the performance of this Contract. Said records shall include a completed federal Department of Homeland Security Form I-9, *Employment Eligibility Verification*, for each employee and shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated* § 12-3-309 for acts or omissions occurring after January 1, 2007. This law requires the Chief Procurement Officer, Department of General Services, to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a

contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract.

For the Purposes of this policy, "illegal immigrant" shall be defined as a non-citizen who has entered the United State of America without federal government permission or stayed in this country beyond the period allowed by a federal government-issued visa authorizing the non-citizen to enter the country for specific purposes and a particular time period.

STATE OF TENNESSEE

(Rev. 6-20-11) January 1, 2021

SPECIAL PROVISION

REGARDING

BUY AMERICA REQUIREMENTS

All manufacturing processes for iron and steel products, and coatings applied thereon, used in this project shall occur in the United States except that if the proposal has bid items for furnishing domestic and foreign iron and steel, the bidder will have the option of (1) submitting a bid for furnishing domestic iron and steel, or (2) submitting a bid for furnishing domestic iron and steel and a bid for furnishing foreign iron and steel. If option (2) is chosen, the bid will be tabulated on the basis of (a) the total bid price using the bid price for furnishing domestic iron and steel and, (b) the total bid price using the bid price for furnishing foreign iron and steel.

For the total bid based on furnishing foreign iron and steel to be considered for award, the lowest total bid based on furnishing domestic iron and steel must exceed the lowest total bid based on furnishing foreign iron and steel by more than 25 percent. The 25 percent differential applies to the total bid for the entire project, not just the bid prices for the steel or iron products.

Iron and steel products are defined as products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed from iron and steel made in the United States. Iron products are included, however, pig iron and processed, pelletized, and reduced iron ore may be purchased outside the United States.

Manufacturing begins with initial melting and continues through the coating stage. Any process which modifies chemical content, physical size or shape, or the final finish is considered a manufacturing process. Coatings include epoxy, galvanizing, painting or any other surface protection that enhances the value and/or durability of a material.

The contractor shall provide a certification to the Engineer with each shipment of iron and steel products to the project site that the manufacturing processes for the iron and steel products occurred in the United States. No steel shall be placed until the contractor ensures the requirements of this Special Provision are met.

The above requirements do not prevent a minimal use of foreign materials, if the cost of such materials used does not exceed 0.1 percent of the total contract cost or $2,500.00, whichever is greater. If steel not meeting the requirements of this Special Provision is used, the contractor shall provide a written statement to the Department prior to its use indicating where the steel will be incorporated in the work,

the value of the steel, the percentage of the contract amount, and the appropriate invoices shall be submitted as documentation.

The contractor shall be responsible for all cost associated with any steel that is permanently incorporated into the project that does not meet the requirements of this Special Provision without prior written approval from the Department, up to and including removal and replacement.

STATE OF TENNESSEE

(Rev. 2-8-21)
(Rev. 12-9-24)

January 1, 2021

SPECIAL PROVISION

REGARDING

WATER QUALITY AND STORM WATER PERMITS

Description

This work consists of the conditions that apply to all construction activities on the project pursuant to the following:

1. Section 404 of the Federal Clean Water Act (33 U.S.C. §1344), and all implementing regulations, including without limitation regulations of the U.S. Army Corps of Engineers governing permits for discharges of dredged or fill material into waters of the United States in 33 CFR Part 323; and
2. Section 408 authorized under Section 14 of the Rivers and Harbors Act of 1899 (33 U.S.C.§408), and all implementing regulations, including without limitation regulations of the U.S. Army Corps of Engineers governing changes to USACE Civil Works projects; and
3. The Tennessee Water Quality Control Act (T.C.A. §69-3-101, et seq.) and all implementing regulations, including without limitation the Rules of the Tennessee Department of Environment and Conservation governing NPDES permits in Chapter 400-40-10, and Aquatic Resource Alteration permits in Chapter 400-40-7; and
4. Section 26a of the TVA Act of 1933 as amended (49 Stat. 1079, 16 U. S. C. sec. 831y1.) and all implementing regulations, including without limitation the regulations of the Tennessee Valley Authority governing construction in the Tennessee River System in 18 C.F.R., Part 1304; and
5. The Tennessee Wildlife Resources Agency Reelfoot Lake Watershed Management permit program (T.C.A. section 70-5-1,), and all implementing regulations, including without limitation regulations authorizing any activity, practice, or project which has or is likely to have the effect of diverting surface or subsurface water from the Lake or have the effect of draining or otherwise removing water from Reelfoot Lake; and
6. Coast Guard Bridge Permit (USCG) (Section 9 of the Rivers and Harbors Appropriation Act of 1899) and all implementing regulations, including but not without limitation for projects which impact streams deemed navigable by the U.S. Coast Guard.

Responsibility

Assume all responsibilities of the permittee as indicated in the permit that relates to protection of the "waters of the United States" and/or "waters of the State of Tennessee."

Obtain any additional permits required by the Contractor for off-site waste and/or borrow areas and associated off project work areas.

Sign the Notice of Intent (NOI) form, provided by the Department, indicating acceptance of the stipulations contained in the permit. Submit the signed NOI to the TDOT HQ Construction Division by email within 10 calendar days after submittal of the contract proposal or the Department may at its discretion cancel the award with the Contractor forfeiting the bid bond.

Implement the provisions of the Water Quality (including, but not limited to, TDEC ARAP, USACE 404, TVA Section 26a, Coast Guard, TWRA) and Storm Water [including, but not limited to, National Pollution Discharge Elimination System (NPDES), Statewide Stormwater Management Plan (SSWMP)] Permits and requirements that pertain to construction activities.

Review of the permit provisions, including NPDES Permit provisions the site specific SWPPP, the contract plans, Standard Specifications and contract Special Provisions and find the permit requirements and erosion prevention and sediment control (EPSC) procedures to be reasonable, workable, and binding.

The Contractor shall not be released from the project site responsibilities under the NPDES permit provisions until the Notice of Termination (NOT) is submitted to TDEC by the TDOT Regional Operations Engineer. The NOT is a certification that the construction project is permanently stabilized, and all construction related discharges have ceased. This means that the use of EPSC measures to alleviate concerns of surface erosion and transport of sediment to surface water conveyances or to waters of the state is no longer necessary. Furthermore, it means that permanent controls, hard surfaces and/or vegetation, used on the project are deemed adequate to prevent erosion and sediment transport and no other potential sources of construction-related pollution are on the project.

The Contractor shall not be released from any warranty provided for EPSC plantings, including sod and trees. If the entire project is complete as outlined in **105.15** of the Standard Specifications, the tree plantings shall still be required to meet the requirements of **802** Standard Specifications.

NPDES Permit Required Action

Accompany the TDOT EPSC inspector or TDOT consultant on all EPSC inspections of the entire construction project including permitted locations and potentially impacted streams and attend all QA/QC Project Assessments.

EPSC Inspections shall be conducted as required in the most current TN Construction General Permit. EPSC inspections shall be performed on the schedule established in the TN Construction General Permit until the site is permanently stabilized to determine if the permit requirements are being met. Where sites or portion(s) of the construction project have been temporarily stabilized,

the inspections only have to be conducted once per month until construction activity resumes. Written notification of the intent to change the inspection frequency and the justification for such request must be submitted to the TDOT Field Office and the TDEC Central Office before proceeding.

A representative who holds a current TDEC "*Fundamentals of Erosion Prevention and Sediment Control Level I*" certification shall accompany the TDOT EPSC inspector on all required EPSC inspections. The project supervisor(s) shall also hold a current TDEC "*Fundamentals of Erosion Prevention and Sediment Control Level I*" certification. Proof of required personnel training for the individual(s) shall be provided to the TDOT Field Office prior to beginning of construction.

The TDOT EPSC inspector shall document all deficiencies on the required current TDOT EPSC Inspection Report form. Sign the TDOT EPSC Inspection Report form and any supporting documentation indicating that there is agreement with the report, recommendations and repair schedule as stated in the documentation.

Make necessary maintenance and repairs relative to deficiencies in these permit conditions or requirements within 24 hours after an inspection identifies the maintenance or repair need, and/or as directed by the Department, unless conditions make a particular activity impracticable. Any such conditions that make immediate repairs impracticable shall be documented on the inspection report and provided to the TDOT Field Office and be accompanied by an expected repair schedule based on forecasted weather conditions.

Review the site specific SWPPP that will be made available prior to or at the pre-construction conference for any additional EPSC requirements. Sign and submit two copies of the SWPPP signature page provided by the Department in the site specific SWPPP. Submit for review and approval any changes/revisions to the SWPPP to prevent erosion and sediment transport at any time after contract execution. Rejection of any submittals by the Department does not relieve the liability for appropriate Best Management Practices (BMPs).

If at any time during this contract, the requirements for the Water Quality Permits and/or the Storm Water Permits for Construction Related Activities are changed/revised/updated, the Contractor shall be notified in writing by the Department of such requirements. Comply with the new requirements within 30 days of the Department notification.

If at any time that sedimentation is occurring or has occurred in streams impacted by the project, immediately notify the TDOT Field Office to evaluate the EPSC measures employed. A determination of the cause for sedimentation will be made by the Department. Immediately repair or replace defective EPSC measures and install, as applicable, additional or other EPSC measures with the goal of eliminating future sedimentation. Once a remediation plan is provided by the Department, within 24 hours after notification, begin the remediation as required. Based on the cause of sedimentation, the Department will determine if the cost of remediation will be performed at the Contractor's expense.

Failure to Comply

In the event a Notice of Noncompliance, Notice of Violation, Notice of Deficiency, or Order is issued by any State or Federal Agency on this project, any required corrective action and all fines will be the sole responsibility of the Contractor as outlined in **107.01** of the Standard Specifications.

Failure to comply or take immediate corrective actions required within 24 hours, unless documented conditions make a particular maintenance or repair activity impracticable immediately, shall be reason for the Department to suspend all other work on the Project, except EPSC and traffic control. The Department will apply non-refundable deductions of monies from the Contract per calendar day from monies due to the Contractor for any EPSC work on the Project. This deduction can be made for each location, as determined by the Department, for each calendar day that the deficiency is allowed to remain and charged as item description *"Failure to Comply with Permit Deduction"*. A deduction shall be made from monies due the Contractor, not as a penalty, but as liquidated damages, as indicated in **108.09** of the Standard Specifications.

If the necessary corrections/adjustments are not done in a timely manner as required, the Department will implement the provisions of **209.07** and **109.08** of the Standard Specifications that provides for the Department making repairs and recovering the costs thereof from the Contractor.

The Department will not participate in any payment or reimbursement for fines and will not authorize time extensions due to delays in project progress for work stoppage, to remedy the violations stated within the NOV, as stated in **105.01** of the Standard Specifications.

Spill Prevention, Control, and Countermeasure

To help prevent the discharge of oil into navigable waters, the U.S. Environmental Protection Agency (EPA) developed the Spill Prevention, Control, and Countermeasure (SPCC) Program. The SPCC Program is under the authority of Section 311 (j)(1)(C) of the Federal Water Pollution Control Act (Clean Water Act) in 1974. The rule may be found at Title 40, Code of Federal Regulations (CFR), Part 112. Additional information regarding the preparation and requirements of a SPCC Plan can be found at: Overview of the Spill Prevention, Control, and Countermeasure (SPCC) Regulation | US EPA

If applicable based upon the total aggregate capacity of aboveground oil storage, develop a site specific SPCC Plan per EPA requirements. This plan shall be provided to the TDOT Field Office as part of the required submittals during the project Pre-Construction Meeting or at which time the conditions on the project site meet the applicable criteria. If applicable, obtain any other necessary local, state, and federal permits as applicable. The SPCC Plan and/or permits shall be kept on-site.

Comply with all aspects of the site specific SPCC Plan including but not limited to performing any required inspections as directed by the SPCC Plan as well as implementing material and spill management practices per the project's SWPPP. In the event, where a release containing a hazardous substance in an amount equal to, or in excess of a reportable quantity established under either 40 CFR 117 or 40 CFR 302 occurs during a 24-hour period, immediately notify the TDOT Field Office.

STATE OF TENNESSEE

(Rev. 6-20-22)
(Rev. 9-7-22)

January 1, 2021

SPECIAL PROVISION

REGARDING

EQUAL EMPLOYMENT OPPORTUNITY

Electronic Code of Federal Regulations (e-CFR):
23 CFR 230 Chapter 1 Subchapter C Appendix A to Subpart A

Specific Equal Employment Opportunity Responsibilities

General

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) The contractor will work with the Tennessee Department of Transportation and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

c) The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors). The contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

Equal Employment Opportunity Policy

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability and to promote the full realization of equal employment opportunity through a positive continuing program:

> It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability. Such action shall include employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

Equal Employment Opportunity Officer

The contractor will designate and make known to the Tennessee Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

Dissemination of Policy

a) All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

   1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

   2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

   3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

b) In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees, and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:

1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

Recruitment

a) When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b) The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended).

c) The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability. The following procedures shall be followed:

a) The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b) The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c) The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d) The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

Training and Promotion

a) The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b) Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Special Provision Regarding Training Program Requirements is provided under this contract, this subparagraph will be superseded as indicated therein.

c) The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d) The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

Unions

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a) The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b) The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c) The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the Tennessee Department of Transportation and shall set forth what efforts have been made to obtain such information.

d) In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees). In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the Tennessee Department of Transportation.

Subcontracting

a) The contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from the Tennessee Department of Transportation.

b) The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

Records and Reports

a) The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:

   1) The number of minority and non-minority group members and women employed in each work classification on the project.

   2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women. (Applicable only to contractors who rely in whole or in part on unions as a source for their work force),

   3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

   4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b) All such records must be retained for a period of 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the of the Tennessee Department of Transportation and the Federal Highway Administration.

c) The contractors will submit an annual report to the Tennessee Department of Transportation each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision," the contractor will be required to furnish Form FHWA 1409.

d) The contractor and subcontractors will be required to complete other reports as instructed by the Engineer.

e) Current estimates may be withheld by the Engineer when reports are not received within the above specified time limits.

STATE OF TENNESSEE

(Rev. 6-20-22)
(Rev. 9-7-22)

January 1, 2021

SPECIAL PROVISION

REGARDING

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY

CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

Electronic Code of Federal Regulations (e-CFR):
41 CFR 60-4.3 Equal Opportunity Clauses

1) As used in these specifications:

   a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d) "Minority" includes:

      I. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      II. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese Culture or origin, regardless of race);

      III. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      IV. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitations from which this contract resulted.

3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a though p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specification, Executive Order 11246, or the regulations promulgated pursuant thereto.

6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction

project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organization's responses.

c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources complied under 7.b) above.

f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screenings procedures, and tests to be used in the selection process.

j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriation training, etc., such opportunities.

m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p) Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of

the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women, generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12) The Contractor shall carry out such sanctions and penalties for violations of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

STATE OF TENNESSEE

(Rev. 6-20-22) January 1, 2021

SPECIAL PROVISION

REGARDING

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION

TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

Electronic Code of Federal Regulations (e-CFR):
41 CFR 60-4.2 -- Solicitations

1) The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

County	Goals for Female Participation in each Trade
All Counties	6.9

County	Goals for Minority Participation for each Trade
Lincoln	11.2
Hamilton, Marion, Sequatchie	12.5
Bledsoe, Bradley, Grundy, McMinn, Meigs, Monroe, Polk, Rhea	8.6
Carter, Hawkins, Sullivan, Unicoi, Washington	2.6
Greene, Hancock, Johnson	3.2
Anderson, Blount, Knox, Union	6.6
Campbell, Claiborne, Cocke, Cumberland, Fentress, Grainger, Hamblen, Jefferson, Loudon, Morgan, Roane, Scott, Sevier	4.5

County	Goals for Minority Participation for each Trade
Montgomery	18.2
Davidson, Cheatham, Dickson, Robertson, Sumner, Williamson, Wilson, Rutherford	15.8
Bedford, Cannon, Clay, Coffee, Dekalb, Franklin, Giles, Hickman, Houston, Humphreys, Jackson, Lawrence, Lewis, Macon, Marshall, Maury, Moore, Overton, Perry, Pickett, Putnam, Smith, Stewart, Trousdale, Van Buren, Warren, Wayne, White	12.0
Shelby, Tipton	32.3
Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Lauderdale, McNairy, Madison, Obion, Weakley	26.5

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted). If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from Project to Project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3) The Contractor shall provide written notification to the Director of Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation.

U.S. Department of Labor – Regional Office
Office of Federal Contract Compliance Program
61 Forsyth Street, Room 7B75
Atlanta, GA 30303

The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

STATE OF TENNESSEE

(Rev. 8-20-18)
(Rev. 9-7-22)

January 1, 2021

SPECIAL PROVISION

REGARDING

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION – LOCAL PROGRAMS

The disadvantaged business enterprise (DBE) requirements of 49 CFR Part 26 apply to this contract. Accordingly, Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum appropriate opportunity to participate in the performance of this contract or in the performance of subcontracts to this contract. In this latter regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the award of subcontracts.

The Contractor shall submit to the Civil Rights Division Small Business Development Program (CRD-SBDP) copies of any subcontract agreements with DBEs upon execution. The Contractor shall identify all DBE subcontractors at the Preconstruction Conference and indicate the approximate date for each DBE subcontractor's appearance on the project. Before terminating and/or substituting a DBE subcontractor, the Contractor must give notice in writing to the DBE subcontractor, with a copy to TDOT's CRD-SBDP, of its intent to terminate and/or substitute including the reason for the request.

The Contractor shall provide notification to the Project Supervisor at least 24 hours prior to each DBE beginning work. The project supervisor or Inspector must complete a "Commercially Useful Function Checklist" to document the first date of work, work items, equipment, and forces of each DBE. The Contractor shall take full responsibility for the performance of a commercially useful function (CUF) by all DBE subcontractors, manufacturers, and materials suppliers who work on or provide materials for the project.

The Contractor shall provide a monthly payment certification to the Department entitled "Prompt Payment Certification Form." The Department shall provide the Contractor with the Prompt Payment Certification Form. An officer of the Contractor shall provide an electronic signature to the Prompt Payment Certification Form and return in Excel format via email to DBE.Runningtally@tn.gov and to the Project Supervisor concurrently. The Prompt Payment Certification Form shall be submitted monthly beginning no later than sixty (60) days after payment of the first estimate. Payments must abide by the conditions set in T.C.A. § 12-4-707.

Prior to receiving final payment, the Contractor shall provide to the project supervisor and CRD-SBDP certification of the dollars paid to each DBE firm, using Form CC3, "Certification of DBE Accomplishment." The certification shall be dated and signed by a responsible officer of the Contractor and by a responsible officer of the DBE. Falsification of this certification may

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result in formal enforcement actions, including civil actions for false claims, suspension and debarment proceedings, or other administrative actions affecting bidder qualifications.

The Contractor and all subcontractors shall retain, for a period of not less than three (3) years after final acceptance of a project, copies of canceled checks or other documentation that substantiates payments to DBE firms. These records shall be available at reasonable times and places for inspection by authorized representatives of the Department and various Federal Agencies.

The Contractor is advised that failure to carry out the requirements as set forth above shall constitute a breach of contract, and after notification by the Department, may result in termination of the contract or other remedy as the Department deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments:

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible.

The Title VI and nondiscrimination provisions of USDOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

STATE OF TENNESSEE

(Rev. 6-20-22)
(Rev. 9-7-22)
(Rev.3-1-23)

January 1, 2021

SPECIAL PROVISION

REGARDING

DBE CONTRACT GOAL

Electronic Code of Federal Regulations (e-CFR):
49 CFR 26

All contractors shall pursue affirmative action requirements to encourage and increase participation of firms certified as a Disadvantaged Business Enterprise (DBE) as set forth in this special provision and in accordance with 49 CFR Part 26. The bidder shall arrange for the percentage of the work specified on the cover of the Proposal Contract to be performed by Tennessee Uniform Certification Program (TNUCP) Disadvantaged Business Enterprises (DBEs) or otherwise clearly demonstrate adequate good faith efforts as described herein. All payments must follow the conditions set by the most current T.C.A. § 12-4-707.

The Contractor shall take full responsibility for ensuring the performance of a "commercially useful function" (CUF), as defined in 49 CFR Part 26, by all DBE subcontractors, manufacturers, and materials suppliers who work on the project or provide materials for the project.

A. Disadvantaged Business Enterprise Policy

The Contractor shall abide by the following provision and include in all subcontract agreements the following provision, which is designed to promote full participation of DBEs as suppliers and subcontractors through a continuous, positive result-oriented program on contracts let by the Department:

The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. Department of Transportation- assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but is not limited to:

1) *Withholding monthly progress payments;*
2) *Assessing sanctions;*
3) *Liquidated damages; and/or*
4) *Disqualifying the contractor from future bidding as non-responsible.*

The Title VI and nondiscrimination provisions of USDOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

B. Counting DBE Participation toward Meeting Goals

The Contractor shall count DBE participation toward goals in accordance with 49 CFR Part-26. If the DBE performs a CUF on the contract including those functions as a subcontractor, expenditures to a DBE contractor count toward DBE goals. A DBE performs a CUF when it is responsible for execution of the specified work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable), and paying for the material itself. The work performed by the DBE firm shall be necessary and useful to the completion of the contract, and consistent with normal highway construction industry practices in Tennessee. Work performed by a DBE firm in a particular transaction may be counted toward the goal only if the Department determines that it involves a CUF. The determination is verified by the "Commercially Useful Function Checklist" and the requirements of 49 CFR Part 26.

> *Note: In accordance with 49 CFR 26.55(c), to determine whether a DBE is performing a CUF, the Department must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and the DBE credit claimed for its performance of the work, and other relevant factors. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Department must examine similar transactions, particularly those in which DBEs do not participate.*
>
> *When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption. The Department may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.*

The bidder may count the following DBE expenditures involving a CUF towards the DBE goal:

1. Projects where the DBE is the Prime Contractor

The entire portion(s) of the contract to be completed by certified DBE firm's own forces will be counted toward meeting the goal. This will also include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE. Items of the contract subcontracted to non-DBE firms will not be counted toward the goal.

> *Note: If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department must presume that it is not performing a commercially useful function.*

2. Portions of a Bid from a Joint Venture

When a DBE performs as a participant in a joint venture, only the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces will count toward DBE goals. A bid from a joint venture between a DBE and a non-DBE Contractor shall include an explanation of DBE commitments on Form 8-5, which must be approved by the Civil Rights Division - Small Business Development Program (CRD-SBDP) and Local Programs Division prior to the letting. Only the DBE's portion will be counted toward the goal. Joint venture agreements have to be approved separately from the bid documents, prior to the awarding of the contract.

3. DBE Subcontractors

The DBE subcontractor shall assume actual and contractual responsibility for provision of materials and supplies, subcontracted work, or other commercially useful functions of the items of work subcontracted to them. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward the DBE goal only if the DBE's subcontractor is also a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goal. Cost of materials purchased from, or the cost of equipment leased from the non-DBE Contractor will not count toward the project DBE commitment. Prior written approval must be obtained from the CRD- SBDP for any DBE use of the Contractor's personnel or equipment.

4. DBE Manufacturers

The Contractor may count toward the DBE goal 100% of its expenditures for materials and supplies required under a contract and obtained from a DBE manufacturer only if the DBE operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

5. DBE Regular Dealers (Material Suppliers)

The Contractor may count toward the DBE goal 60% of its expenditures for materials and supplies required under a contract and obtained from a DBE regular dealer. For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A firm may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business where such products are bought, kept in stock, and regularly sold to the public if the firm owns and operates the distribution equipment for the products. Any supplementing of the regular dealer's own distribution equipment shall be by a long-term lease and not on an ad hoc or contract-by-contract basis. Any lease containing the terms of the agreement shall be made available to and must be approved in writing by CRD-SBDP.

6. Other DBE Suppliers

With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals; provided, the Department finds the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies themselves shall not count toward DBE goals.

7. Transportation or Hauling of Materials

The Contractor may count towards the DBE goal hauling in either DBE-owned trucks or in trucks leased to or by DBE firms. The verification of truck drivers employed by DBE firms will continue to be by submission of payrolls independent from any Davis-Bacon regulations. Use the following factors in determining whether a DBE trucking company is performing a CUF:

a. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

b. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

c. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

d. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services that the lessee DBE provides on the contract.

e. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non- DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement. If the DBE chooses this approach, it must obtain written consent from the Department [CRD- SBDP].

f. The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the value of these hauling services.

g. For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. Leases cannot be Department contract-specific, must be long term, and must be approved by CRD-SBDP. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

h. Prior to hauling, the Contractor and DBE shall provide the District Supervisor a complete list of trucks that will be used on the project for DBE goal participation. The Department will provide a form that shall be used by the Contractor and the DBE to identify the trucks. A revised list will be required any time the trucks used changes. The Contractor and DBE must be able to adequately document the actual amount of hauling eligible for DBE goal participation.

8. Contracted Labor / Temporary Employment Agencies

The Department will count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the contract; provided, however, the Department must find the fee to be reasonable and not excessive as compared to the fees customarily allowed for similar services.

C. Contract Award Procedures

The established DBE goal will be shown on the proposal as a percent of the total amount bid. If the total proposed DBE work submitted with the bid is less than the percentage participation goal set by the Department, the bidder shall, within three (3) business days from the bid openings, either propose sufficient additional DBE participation to meet the goal or clearly demonstrate by documentation that good faith efforts were made to meet the goal.

1. Bidder's Responsibility

It is the bidder's responsibility to determine the level of professional competence and financial responsibility of any proposed DBE subcontractor. The bidder shall ascertain that the proposed DBE subcontractor has suitable experience and equipment to perform a commercially useful function for work that is common industry practice in the Tennessee highway construction industry.

The Contractor shall develop and maintain records of negotiations with DBEs to reach agreeable prices, quotations, and work schedules, including but not limited to a record of dates when the Contractor first contacted each DBE.

2. DBE's Responsibility

Before bidding and subsequently entering into a contract (as a contractor or subcontractor), the DBE should consider the scope and size of the project, as well as whether it is certified to receive credit for the type of work performed. As with any contract, this is a legally binding document and should be performed to the best of one's ability. However, should a DBE ever have to withdraw from a contract, it shall provide the CRD-SBDP and Contractor with written documentation. A DBE should only withdraw when there is no other option, as non-completion of its duties may result in temporary disqualification of a prequalified bidder or subcontractor by suspending the privilege of bidding on Department contracts or becoming an approved subcontractor, as outlined in Chapter 1680-05-03 of the Rules of the Department.

3. Proposals with Established Project DBE Goals

For proposals with established project goals, the bidder will be required to complete Form 8-5: DBE Award Information. The bidder shall list the following information on each Form 8-5 that is submitted:

a. The names and addresses of all DBE firms being used or being considered for use under the contract as part of the bidder's DBE commitment.

b. The work classification(s) for each DBE on the contract.

c. The "Amount to DBE" which has been committed to each DBE firm for use on the contract.

d. Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and

e. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the Contractor's commitment.

f. All other requested information that is on Form 8-5.

Submit the quote from the DBE and the completed DBE Form 8-5 within three (3) business days after the Letting. Failure to provide the quote and the completed form or documentation clearly evidencing a good faith effort, as detailed in Section 4 below, within three (3) business days after the Letting may cause the bid to be rejected as irregular. Only certified DBE firms may be used. Contractor may access certification information by viewing the TNUCP DBE Directory website.

When DBE goal projects are involved and the Contractor subcontracts to a non- DBE, and the non-DBE subcontractor in turn subcontracts to a DBE as a second-tier subcontractor, the Contractor must affirm in writing his/her knowledge and approval of such an arrangement. Recognition of a second-tier arrangement with a DBE subcontractor for goal work must be forwarded to the CRD-SBDP Director for verification, in writing, prior to any work being performed by the DBE which is intended to be counted toward the goal.

4. Bidder Selection and Good Faith Efforts

a. Bidders shall submit proposals that meet the DBE goal or shall submit documentation clearly evidencing that they made a good faith effort to meet the DBE goal. Contractors who meet or exceed the contract goal will be assumed to have made good faith efforts to utilize DBE firms. DBE firms who bid as Prime Contractors will be considered to have met the goal.

b. In making a fair and reasonable judgment as to whether the bidder has made adequate good faith efforts, the Department shall consider quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The following list of factors is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases. In any event, the Department may consider whether the bidder:

1) Selected portions of the work likely to attract DBE participation. The total dollar value of the portions selected should meet or exceed the contract DBE goal. If it is necessary, the bidder should break down subcontracts into economically feasible units in order to facilitate participation.

2) Provided notice to a reasonable number of specific DBEs, including those not regularly used by the bidder, that their participation in the contract is being solicited in sufficient time to allow them to participate effectively.

3) Provided interested DBEs with adequate information about the plans, specifications, and requirements of the contract.

4) Advertised in trade association publications or minority-focused media concerning participation opportunities.

5) Effectively used the services of available minority community organizations, minority contractors' groups, local, state, or federal minority business assistance offices, or other organizations that provide assistance in the recruitment and placement of DBEs.

6) Negotiated in good faith with interested DBEs, including not rejecting DBEs as unqualified lacking sound reasons based on a thorough investigation of their capabilities.

7) Made efforts to assist interested DBEs in obtaining bonding or insurance required by the bidder.

8) Submitted all quotations received from DBEs, and for those quotations not accepted, an explanation of why the DBE was not accepted including price comparisons. Receipt of a lower quotation from a non-DBE will not in itself excuse a bidder's failure to meet the contract goal.

9) Has adequate records of its contacts and negotiations with DBEs.

c. If the Contractor has not met the DBE goal or submitted documentation clearly evidencing good faith efforts within three (3) business days after the bid opening, the Contractor's bid will be considered non-responsive and may be cause for the forfeiture of the Proposal Guaranty which shall become the property of the Department, not as penalty, but as liquidated damages. The Department then may consider the next lowest responsive bid for award.

As soon as practical after contract award, the Contractor shall submit copies of all binding subcontracts and purchase orders with DBEs to the respective District Supervisor and to CRD-SBDP.

No progress estimate shall be processed until copies of all binding subcontracts and purchase orders with DBEs have been received.

5. Joint Checking Allowance for DBE

A DBE must receive pre-approval by the Department before using a joint check. Joint check requests shall be submitted by the DBE to CRD-SBDP prior to the subcontract agreement.

The following are some general conditions that must be met regarding joint check use:

a. The second party (typically the Contractor) acts solely as a guarantor.
b. The DBE must release the check to the supplier.
c. The use of joint checks must be a commonly recognized business practice in the industry.
d. The DBE remains responsible for all other elements of 49 CFR Part 26.55(c)(1).
e. The DBE is not required to use a specific supplier nor the Contractor's negotiated unit price.
f. The DBE shall submit receipt/copy of cancelled checks to CRD- SBDP.

D. Construction Requirements

1. Preconstruction Conference

The Contractor shall identify all DBE subcontractors and indicate the approximate dates for their appearance on the project. The Department will review the contract information to verify the actual work to be performed by the DBE subcontractors and will review any lease agreements allowed as part of the DBE commitment. Information submitted shall match Form 8-5.

2. Process for Removal of a DBE

At no time shall a DBE be terminated or substituted without prior written consent from CRD-SBDP. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the CRD-SBDP's written consent as provided herein. Absent such written consent, the Contractor shall not be entitled to any payment for work or material unless it is by the listed DBE. The CRD-SBDP may provide such written consent only if it agrees that the Contractor has good cause to terminate the DBE firm, as further described below.

Before terminating and/or substituting a DBE subcontractor on a project that includes SP1247 in the Contract Proposal, the Contractor must give notice in writing to the DBE subcontractor, with a copy to the CRD-SBDP, of its intent to request to terminate and/or substitute including the reason for the request.

The Contractor must then give the DBE five (5) days to respond to the Contractor's notice. The DBE shall then advise the CRD-SBDP and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the CRD-SBDP should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the CRO-SBDP may provide a response period shorter than five (5) days.

If approval is granted for removal, CRD-SBDP will submit a letter to the Contractor and the DBE. Good faith efforts shall then be directed at finding another DBE subcontractor to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established.

The good faith efforts shall be documented by the Contractor. If requested by the CRD-SBDP, the Contractor shall submit the documentation within seven (7) days, which may be extended for an additional seven (7) days, if necessary, at the request of the Contractor, and the CRD-SBDP shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

The Contractor has the responsibility to comply with 49 CFR Part 26.53(f) and all applicable policies and regulations.

Reasons for termination and/or substitution of a DBE subcontractor must meet the reasons for good cause as outlined in the current 49 CFR Part 26.53(f), which include, but are not limited to, circumstances in which the listed DBE subcontractor:

a. Fails or refuses to execute a written contract.

b. Fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor.

c. Fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements.

d. Becomes bankrupt, insolvent, or exhibits credit unworthiness.

e. Becomes ineligible to work on public works projects because of suspension and debarment proceedings pursuant with 2 CFR Parts 180 and 1200 or applicable state law.

f. Is not a responsible subcontractor, as determined by the Department.

g. Voluntarily withdraws from the project and provides written notice to the Contractor of its withdrawal.

h. Is ineligible to receive DBE credit for the type of work required.

i. Is unable to complete its work on the contract as a result of death or disability of an owner; and/or

j. For other documented good cause, the Department may elect to compel the termination of the DBE subcontractor; provided that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE was engaged, or so that the Contractor can substitute another DBE or non-DBE subcontractor after contract award.

3. Brokering of work by DBEs is not allowed and is a material breach of contract. A DBE firm involved in brokering of work may result in removal or suspension of DBE certification and/or formal enforcement actions, including civil actions for false claims, suspension and debarment proceedings, or other administrative actions affecting bidder qualifications. Any firm involved in brokering of work that engages in willful falsification distortion, or misrepresentation with respect to any facts related to the project shall be referred to the U. S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 641. Contractor shall place this provision in all subcontracts with DBEs.

4. The Contractor shall provide notification to the Project Supervisor at least 24 hours prior to each DBE beginning work. A Department Project Supervisor/Inspector must complete a Commercially Useful Function (CUF) Checklist to document the first date of work, work items, equipment, and forces of each DBE.

5. The Contractor shall provide a monthly payment certification to the Department entitled "Prompt Payment Certification Form." The Department shall provide the Contractor with a computer generated Prompt Payment Certification Form: LP Form 8-29. An officer of the Contractor shall provide electronic signature to the Prompt Payment Certification Form and return via email to DBE.Runningtally@tn.gov.

   Prompt Payment data shall be submitted monthly beginning no later than sixty (60) days after payment of the first estimate.

6. The Department will hold estimate payment if previously listed information is not submitted. Reasons for non- payment to a DBE could include the following:
   a. Whether the DBE is performing satisfactorily.
   b. Whether the Contractor has reason to believe the DBE is not performing a commercially useful function, and if so, why, and what steps the Contractor is taking to rectify the situation.

In the event the Contractor reports questions in relation to prompt payment regarding whether a DBE is independent and performing a commercially useful function and takes appropriate steps promptly to address the issue, then the Department will take this effort into account when considering Contractor compliance measures as described below. Payments must abide by the conditions set in TCA 12-4-707.

E. Post Construction Requirements

Prior to receiving final payment, the Contractor shall provide to the Project Engineer and CRD-SBDP certification of the dollars paid to each DBE firm, using Form 8-35; CC3. The certification shall be dated and signed by a responsible officer of the contractor and by a responsible officer of the DBE. Falsification of this certification may result in removal or suspension of DBE certification and/or formal enforcement actions, including civil actions for false claims, suspension and debarment proceedings, or other administrative actions affecting bidder qualifications. The final estimate will not be paid to the Contractor until proper certifications including CC-3 have been made.

F. Required Records

The Contractor and all subcontractors shall retain, for a period of not less than three (3) years after final acceptance of a project, copies of canceled checks or other documentation that substantiates payments to DBE firms. These records shall be available at reasonable times and places for inspection by authorized representatives of the Department and various Federal Agencies. Copies shall be provided to the Department if requested.

G. Contractor Compliance

If the Contractor fails to comply with Special Provision 1247 and/or 49 CFR Part 26, including failure to obtain goal where a good faith effort was not accepted, the Department shall take one or a combination of the following steps:

1. Withhold from the Contractor the monetary value of the unattained goal percentage plus an additional 10% for engineering costs, not as penalty but as liquidated damages.

2. Suspend the Contractor from participation in Department bid lettings pursuant to rules promulgated by the Department.

3. For repeated failures to comply, debar the Contractor pursuant to rules promulgated by the Department.

4. Invoke other remedies available by law and/or in the contract.

5. Invoke any other lawful remedy agreed upon by the Commissioner and the Contractor in writing.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract 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, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal 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 any Federal 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

(Rev. 01/03/25)

STATE **OF** **TENNESSEE**

TENNESSEE DEPARTMENT OF TRANSPORTATION

2025 MINIMUM WAGE SCALES FOR FEDERAL AID HIGHWAY CONSTRUCTION

"General Decision Number: TN20250147 01/03/2025

Superseded General Decision Number: TN20240147

State: Tennessee

Construction Type: Highway

Counties: Tennessee Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

(Rev. 01/03/25)

STATE **OF** **TENNESSEE**

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025

SUTN2016-001 07/13/2016

	Rates	Fringes
BRICKLAYER	$ 14.26 **	
CARPENTER	$ 17.52 **	
CEMENT MASON/CONCRETE FINISHER	$ 15.55 **	
ELECTRICIAN	$ 24.08	
IRONWORKER		
Reinforcing	$ 16.29 **	
Structural	$ 16.89 **	
LABORER		
Common/Unskilled	$ 13.11 **	
Skilled		
Air Tool Operator, Asphalt Raker, Chain Saw Operator, Concrete Mixer (less than 1 yd), Concrete Rubber, Edger, Fence Erector, Form Setter (steel), Guard Rail Erector, Mechanic's Tender (tire changer or oiler), Mortar Mixer, Nozzleman or Gun Operator (gunite), Pipelayer, Sign Erector	$ 15.27 **	
PAINTER (INCLUDES SANDBLASTER)	$ 26.36	
POWER EQUIPMENT OPERATOR:		

GROUP 1
Backhoe/Hydraulic Excavator (3/4 yd & over), Crane (less than 20 Tons), End Loader (3 yd & over), Motor Patrol (finish),Piledriver, Dragline.....$ 19.14
GROUP 1A
Drill Operator (Caisson)...$ 25.26
Farm Tractor Operator (Power Broom).....$ 13.50 **
GROUP 2
Backhoe/Hydraulic Excavator (less than 3/4 yd), Bulldozer or Push Dozer, End Loader (less than 3 yd), Motor Patrol (rough), Tractor (crawler/ utility), Truck Driver (Heavy Duty, Off Road) Scraper, Shovel, or Trenching Machine.....$ 17.08 **
GROUP 3
Asphalt Paver, Concrete Finishing Machine, Concrete Paver, Scale, Spreader (self-propelled), Concrete Grinder, Asphalt Milling Machine, Boring Machine (horizontal).....$ 17.75
GROUP 4
Bobcat, Central Mining Plant, Concrete Pump, Concrete Saw, Curb Machine (automatic or manual), Dozer or Loader (stockpile), Drill (piling), Mulcher or Seeder, Rock Drill (truck mounted), Roller (asphalt), Roller (compaction self-propelled), Soil Stabilization Machine, Tractor (boom and hoist), Bituminous Distributor Machine, pump, Track Drill, Striping Machine....$ 16.48 **
Heavy Duty Mechanic.....$ 20.33
Light Duty Mechanic.....$ 19.53

Sweeping Machine (Vacuum)

Operator.....$ 15.56 **
GROUP 5
Crane (over 20 Tons).....$ 20.44

TRUCK DRIVER
2 axles.....$ 15.36 **
3-4 axles.....$ 14.86 **
5 or more axles.....$ 16.27 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at
https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications

and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union

prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be

directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

STATE **OF** **TENNESSEE**

(Rev. 12-15-20)

January 1, 2021

SPECIAL PROVISION

REGARDING

TENNESSEE DEPARTMENT OF TRANSPORTATION STANDARD

SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

Description

Any and all references concerning the January 1, 2015 Standard Specifications for Road and Bridge Construction shall be interpreted as the January 1, 2021 Standard Specifications for Road and Bridge Construction.

STATE OF TENNESSEE

September 10, 2020

January 1, 2021

SPECIAL PROVISION

REGARDING

PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Installation of telecommunication and video surveillance equipment, services or systems shall contain no components from providers as listed in Title 2 Code of Federal Regulations (CFR) Part 200.216.

The prohibition on certain telecommunication and video surveillance services or equipment regulation in Title 2 CFR 200.216 shall apply to this contract. Take all necessary and reasonable steps in accordance with Title 2 CFR 200.216 to ensure that no prohibited telecommunication and video surveillance services or equipment are included in any of the work in this contract. As defined in Title 2 CFR 200.471, the regulation provides clarity that the telecommunications and video surveillance costs associated with Title 2 CFR 200.216 are unallowable for services and equipment from the providers.

It is prohibited from installing equipment, services, or systems that use covered telecommunications equipment or services from providers described in section 889 of the National Defense Authorization Act for Fiscal Year 2019 (NDAA 2019).

As described in section 889 of the NDAA 2019, "covered telecommunications equipment or services" means:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- Telecommunications or video surveillance services provided by such entities or using such equipment; or
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. The term "covered foreign country" means the People's Republic of China.

Any prohibited equipment installed must be removed and replaced at the contactor's expense with acceptable equipment.

STATE OF TENNESSEE

December 12, 2022
(Rev. 9-12-23)
(Rev. 11-21-23)

January 1, 2021

SPECIAL PROVISION

REGARDING

BUILD AMERICA, BUY AMERICA ACT REQUIREMENTS

The Build America, Buy America Act (BABA) Public Law No. 117-58 SEC. 70914 that all of the iron, steel, manufactured products, and construction materials used are subject to Build America, Buy America requirements and are produced in the United States.

Effective 10/23/2023, the Office of Management and Budget (OMB) revised guidance in the Code of Federal Regulations (CFR) title 2 and add a new part 184 – Buy America Preferences For Infrastructure Projects and revised 200.322.

A. Iron and steel: FHWA existing requirements SP106A Regarding Buy America.

B. Manufactured products: FHWA Buy America Final Rule 11/25/1983, 48 FR 53099; Waiver for Manufactured Products.

C. Construction materials includes an article, material, or supply that is or consists of only one of the materials listed except as provided in 2).

1) Construction materials:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Fiber optic cable (including drop cable);
- Optical fiber;
- Lumber;
- Engineered wood; and
- Drywall.

2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

SP106BA

Construction materials incorporated into the project must meet one of the following construction material standards to be considered "**produced in the United States**".

1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Provide certifications to the Engineer for the construction materials that they meet the Build America Buy America Act requirements. Assure all submittals required for Buy America are submitted to the Engineer prior to the products and or materials being incorporated in the project.

Effective August 16, 2023, with the US Department of Transportation (DOT) Office of the Secretary Docket No.: DOT-OST-2022-0124:
Waiver of Buy America Requirements for De Minimis Costs and Small Grants, decision, certain waivers to the requirements stated herein are allowed.

The BABA's domestic preferences for iron and steel, manufactured products, and construction materials used in projects funded under DOT administered financial assistance programs will not apply under a single financial assistance award for the following situations:

SP106BA

1) The total value of the noncompliant products is no more than the lesser of $1,000,000 or 5% of total applicable costs for the project; where the "total value of the non-compliant products" does not include the value of those products subject to a separate Buy America waiver. "Total applicable project costs" are defined as the cost of materials (including the cost of any manufactured products) used in the project that are subject to a domestic preference requirement, including materials that are within the scope of an existing waiver and the de minimis cost portion of the waiver does not apply to iron and steel subject to the requirements of 23 U.S.C. 313/ 23 CFR 635.410 (b)(4), or

2) The total amount of Federal financial assistance applied to the project, through awards or subawards, is below $500,000 but this does not apply to iron, steel, and manufactured goods subject to the requirements of 49 U.S.C. 22905(a).

The waiver does not apply to products that are the subject of two separate product-specific Buy America waivers from the Department:

1) For awards administered by FHWA that are subject to 23 U.S.C. 313, the waiver does not apply to electric vehicle chargers, as defined in the notice at 88 FR 10619.

2) For awards that are subject to 49 U.S.C. 5323(j), the waiver does not apply to mass-produced, unmodified non-ADA accessible vans and minivans with seating capacity for at least six adults not including the driver, as those terms are used in the notice at 87 FR 64534.

DOT Waiver of Buy America Requirements for De Minimis Costs requirements:

Provide certifications, documents, and calculations to the Engineer for all of the noncompliant products anticipated to be used in the project before being incorporated.

The contractor shall be responsible for all cost associated with products that are permanently incorporated into the project that does not meet the requirements of this Special Provision without prior written approval from the Department, up to and including removal and replacement.

STATE **OF** **TENNESSEE**

January 17, 2023 January 1, 2021

SPECIAL PROVISION

REGARDING

CERTIFIED PAYROLLS – LOCAL PROGRAMS

As specified by Minimum Wage Scales for Federal-Aid and State Funded Construction contract provisions and Special Provision 1273, submit certified payrolls for Contractor and subcontractor workforce to the Engineer weekly for each week in which any work is performed. Once Work begins, if in any week the Contractor or subcontractor does not perform Work, submit the following statement to the Engineer: "No work performed by (contractor name) for the week ending _____."

Assume all responsibility for ensuring all payrolls and all subcontractor payrolls are submitted and certified electronically for each week in which any contract work is performed. If all payrolls are not received in this timeframe, the progress payment shall be withheld until all necessary payrolls have been received.

There will be no direct payment for recording and reporting of this information. All cost associated with this provision shall be considered incidental.

STATE OF TENNESSEE

(Rev. 7-28-21) January 1, 2021

SPECIAL PROVISION

REGARDING

HIGHWAY SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS

Scope

These design requirements shall apply to **713**-Highway Signing, **714**-Roadway and Structure Lighting, and **730**-Traffic Signals of the current Standard Specifications.

Description

The design of the supports for overhead sign bridges and butterfly configurations, high mast lighting, luminaires, CCTV camera poles, and traffic signal strain poles and mast arm structures shall be in accordance with the American Association of Highway and Transportation Officials (AASHTO) LRFD Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, 1st edition, with addenda.

General Conditions

All overhead sign bridges and butterfly sign structures, traffic signal strain poles and mast arm structures and high mast light poles 90-feet or greater in height, shall be designed using the Fatigue Category 1 provisions found in the subject specifications except that, design for galloping-induced fatigue and truck-induced gust fatigue, are excluded. Fatigue designs are not required for luminaire poles less than 55-feet in height, span-wire poles, or roadside sign poles.

In lieu of designing for galloping-induced fatigue in mast arm pole assemblies, a 60-inch by 16-inch by 0.125 gauge aluminum or galvanized steel panel shall be installed horizontally near the end of the mast arm with the long axis of the panel collinear with the long axis of the mast. The panel shall be mounted at such a height as to provide a least a 6-inch clearance from the top of the signal assembly or sign blank located on the mast arm within the length of the anti-galloping panel. The panel and attachment hardware shall be shown on the shop drawings, and is considered an item included in the price bid for the mast arm assembly.

Additionally, all mast arm connections to the support pole shall be accomplished using a wrap-around ring stiffener assembly.

The design coordination instructions are as follows:

a. The Basic Wind Speed shall be 120 mph for Extreme 1 Limit State.
b. The Design Life shall be 50 years resulting in a 1,700 year Recurrence Interval.

PROPOSAL

TO THE COUNTY OF KNOX COUNTY, TENNESSEE

By submitting this Proposal, the undersigned bidder represents that it has carefully examined the site of the work described herein, has become familiar with local conditions and the character and extent of the work; has carefully examined the Plans, the *Standard Specifications for Road and Bridge Construction* (January 1, 2021) adopted by the State of Tennessee, Department of Transportation, with subsequent revisions which are acknowledged to be a part of this Proposal, the Special Provisions, the Proposal Form, the Form of Contract, and the Form of Contract Payment and Performance Bond; and thoroughly understands their stipulations, requirements, and provisions.

The undersigned bidder has determined the quality and quantity of materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and, has arranged for the continuous prosecution of the work herein described.

By submitting this Proposal, the undersigned bidder agrees to provide all necessary equipment, tools, labor, incidentals, and other means of construction, to do all the work, and furnish all the materials of the specified requirements which are necessary to complete the work in accordance with the Plans, and the Specifications, and agrees to accept as payment in full the unit prices for the various items described in the Specifications that are set forth in this Proposal. The bidder understands that the quantities of work specified are approximate only and are subject to increase or decrease and that any such increase or decrease will not affect the unit prices set forth in this Proposal. Compensation for "extra work" which may be required by the COUNTY OF KNOX COUNTY in connection with the construction and completion of the work but which was not reflected in the Plans and Specifications at the time of bidding, will be made in the following manner: work for which there is a unit price set forth in this Proposal will be compensated at that unit price; work for which there is no unit price set forth in this Proposal will be compensated in accordance with the applicable Tennessee Department of Transportation Standard Specifications.

By submitting this Proposal, the parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee 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.

By submitting this Proposal, the undersigned bidder, if awarded the contract, agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

By submitting this Proposal, the undersigned bidder, if awarded the contract, shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax or provide confirmation from the Department of Revenue that the bidder is not required to register for the Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

By submitting this Proposal, the undersigned bidder hereby agrees to be bound by the award of the Contract and, if awarded the Contract on this Proposal, to execute the required Contract and the required Contract Payment and Performance Bond within ten (10) days after receipt of notice of the award. The undersigned bidder submits herewith the required Proposal guaranty in an amount of not less than five percent (5%) of the total amount of the Proposal offered and agrees and consents that the Proposal guaranty shall immediately be at the disposal of the COUNTY OF KNOX COUNTY, not as a penalty, but as an agreed liquidated damage if the required Contract and Contract Payment and Performance Bond are not executed within ten days from receipt of the notice of award.

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 § 12-12-106. This list is generated to identify entities ineligible to contract with the State of Tennessee or any political subdivision of the State per the Iran Divestment Act, T.C.A. §§ 12-12-101 – 113, and the current list may be found at the Tennessee Department of General Services, Central Procurement Office, website under the Public Information Library webpage at the following link: http://tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106._Iran_Divestment_Act-July.pdf.

THIS PROPOSAL SUBMITTED BY:

Progression Electric LLC
Bidder (1)

By: [signature]

James Wise, President
Printed Name and Title

2823 Thorngrove Pike
Address

Knoxville TN 37914
City/State/Zip

Bidder (1) being a Electrical Contractor (Type of business entity) composed of officers, partners, or owners as follows:

James Wise, President / Owner
Name/Title Name/Title

Amy Wise, CEO / Owner
Name/Title Name/Title

Name/Title Name/Title

Bidder (2)*

By:

Printed Name and Title

Address

City/State/Zip

Bidder (2) being a _____ (Type of business entity) composed of officers, partners, or owners as follows:

Name/Title Name/Title

Name/Title Name/Title

Name/Title Name/Title

BID FORM

ITEM NUMBER	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	EXTENSION
105-01	CONSTRUCTION STAKES, LINES AND GRADES	L.S.	1	58,883.50	58,883.50
202-03	REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC.	S.Y.	140	97.50	13,650.00
202-08.15	REMOVAL OF CURB & GUTTER (CONCRETE)	L.F.	50	65.00	3250.00
203-07	FURNISHING & SPREADING TOPSOIL	C.Y.	2	130.00	260.00
209-03.20	FILTER SOCK (8 INCH)	L.F.	20	32.50	650.00
209-05	SEDIMENT REMOVAL	C.Y.	60	54.60	3276.00
209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	200	8.45	1690.00
209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	330	6.50	2145.00
209-09.41	CURB INLET PROTECTION (TYPE 2)	EACH	2	658.00	1300.00
209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	2	975.00	1950.00
209-40.34	CATCH BASIN PROTECTION (TYPE E)	EACH	2	1066.00	2132.00
306-02.01	PORTLAND CEMENT CONCRETE BASE (PLAIN) 7"	S.Y.	3	1040.00	3120.00
403-02.02	HOT APPLIED TACK COAT	TON	0.1	39000.00	3900.00
411-02.10	ACS MIX (PG70-22) GRADING D	TON	0.5	5200.00	2600.00
502-04.01	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L.F.	80	26.00	2080.00
611-09.01	ADJUSTMENT OF EXISTING CATCHBASIN	EACH	1	5051.32	5051.32
701-01.01	CONCRETE SIDEWALK (4")	S.F.	60	57.20	3432.00
701-02.01	CONCRETE CURB RAMP (RETROFIT)	S.F.	270	58.50	15,795.00
701-02.03	CONCRETE CURB RAMP	S.F.	580	45.50	26,390.00
701-03	CONCRETE MEDIAN PAVEMENT	C.Y.	30	1495.00	44,850.00
702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	10	1690.00	16,900.00
712-01	TRAFFIC CONTROL	LS	1	67,236.00	67,236.00

ITEM NUMBER	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	EXTENSION
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	100	50.05	5,005.00
712-05.03	WARNING LIGHTS (TYPE C)	EACH	100	37.70	3770.00
712-06	SIGNS (CONSTRUCTION)	S.F.	1172	12.39	14,521.08
712-08.03	ARROW BOARD (TYPE C)	EACH	2	2223.00	4446.00
713-11.02	PERFORATED/KNOCKOUT SQUARE TUBE POST	LB	150	9.43	1414.50
713-15.02	REMOVAL & RELOCATION OF SIGN & SUPPORT	EACH	3	273.00	819.00
713-16.20	SIGNS (TN-69A, 30" x 36")	EACH	5	326.30	1631.50
713-16.21	SIGNS (R1-2, 36" x 36" x 36")	EACH	2	351.00	702.00
713-16.22	SIGNS (W11-2, 36" x 36")	EACH	2	500.50	1001.00
713-16.23	SIGNS (W16-7P, 24" x 18")	EACH	2	331.50	663.00
713-20.30	SIGN ADJUSTMENTS	EACH	2	273.00	546.00
716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	160	32.50	5200.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	210	13.00	2730.00
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	8	195.00	1560.00
716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	L.F.	230	36.40	8372.00
716-04.01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	EACH	2	292.50	585.00
716-04.12	PLASTIC PAVEMENT MARKING (YIELD LINE)	S.F.	170	32.50	5525.00
716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	L.F.	50	1.30	65.00
716-08.03	REMOVAL OF PAVEMENT MARKING (CROSS-WALK)	L.F.	230	19.50	4485.00
716-13.02	SPRAY THERMO PVMT MRKNG (60 mil) (6IN LINE)	L.M.	0.51	6,175.00	3149.25
717-01	MOBILIZATION	LS	1	115,000	115,000
725-24.31	SPARE PARTS	LS	1	49162.10	49162.10
725-24.51	SYSTEM INTEGRATION	LS	1	173,706.00	173,706.00

ITEM NUMBER	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	EXTENSION
725-28.01	ROAD SIDE UNIT (RSU)	EACH	15	20,279.90	304,198.50
730-01.02	REMOVAL OF SIGNAL EQUIPMENT	EACH	5	1092.00	5460.00
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	3	1484.00	4452.00
730-02.41	SIGNAL HEAD MODIFICATION (ADD BACKPLATE)	EACH	13	271.12	3524.56
730-02.42	SIGNAL HEAD MODIFICATION (RELOCATE SIGNAL HEAD)	EACH	8	716.83	5734.64
730-02.55	SIGNAL HEAD ASSEMBLY (130 A3FY WITH BACKPLATE)	EACH	5	1926.26	9631.30
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	6	1014.05	6084.30
730-03.41	ETHERNET SWITCH (FIELD LAYER 2)	EACH	4	10,979.48	43,917.92
730-05.04	MODIFY EXISTING ELECTRICAL SERVICE CONNECTION	EACH	4	1,938.79	7,755.16
730-08.02	SIGNAL CABLE - 5 CONDUCTOR	L.F.	2990	2.80	8,372.00
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	3910	3.11	12,160.10
730-08.05	SIGNAL CABLE - 12 CONDUCTOR	L.F.	520	3.39	1762.80
730-11.10	RISER ASSEMBLY (SIGNAL)	EACH	3	2057.15	6171.45
730-12.02	CONDUIT 2" DIAMETER (PVC SCHEDULE 40)	L.F.	240	13.79	3,309.60
730-12.08	CONDUIT 2" DIAMETER (RGS)	L.F.	80	43.15	3452.00
730-13.14	VEHICLE DETECTOR (360-DEGREE CAMERA)	EACH	13	36,378.73	472,923.49
730-13.15	VEHICLE DETECTOR (TWO 360-DEGREE CAMERA)	EACH	2	43,849.26	87,698.52
730-15.07	CABINET (BASE MOUNTED)	EACH	4	32,357.07	129,428.28
730-15.08	CABINET (BATTERY BACKUP, BASE MOUNTED)	EACH	4	8,193.25	32,773.00
730-16.14	CONTROLLER (MCCAIN ATC CONTROLLER)	EACH	4	10,924.88	43,699.52
730-17.01	INSTALL MODEM	EACH	4	1,320.36	5,281.44
730-26.05	COUNTDOWN PEDESTRIAN SIGNAL	EACH	8	926.95	7,415.60
730-26.06	PEDESTRIAN PUSHBUTTON POST	EACH	2	2,286.13	4572.26

ITEM NUMBER	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	EXTENSION
730-26.09	PEDESTRIAN PUSHBUTTON WITH 15IN SIGN	EACH	8	1,194.82	9558.56
730-35.06	BATTERY BACK-UP SYSTEM	EACH	4	7,222.12	28,888.48
801-03	WATER (SEEDING & SODDING)	M.G.	30	182.00	5460.00
803-01	SODDING (NEW SOD)	S.Y.	330	35.75	11,797.50
920-11.04	ON BOARD UNIT (OBU)	EACH	2	14,901.58	29,803.16

one million nine hundred seventy-nine thousand eight hundred eighty-five and 39 /100 Dollars,

$ 1,979,885.39 .

Note: This project shall be awarded to the lowest responsive and qualified bidder based upon the sum of the base bids for this project (Knox County Advanced Traffic Management System (ATMS) Phase 2 (PIN: 128833.00)).

The Bidder acknowledges that he (she) has received the following addenda. The modifications to the Bid Documents noted therein have been considered and all cost thereto are included in the Bid Sum.

A. Addendum Number 1 **Dated** 4/29/25

B. Addendum Number 2 **Dated** 4/30/25

C. Addendum Number 3 **Dated** 5/5/25

END OF BID FORM

PROPOSAL CERTIFICATION

The undersigned, being first duly sworn, certifies on behalf of the bidder that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Proposal or Contract. This is an official document that is required or authorized by law to be made under oath and is presented in an official proceeding. A person who makes a false statement in this certification is subject to the penalties of perjury.

The undersigned further certifies that said bidder is not under the control of any person, firm, partnership, or corporation, which has or exercises any control of any other person, firm, partnership, or corporation, which is submitting a bid on this Contract.

Progression Electric LLC
Bidder (1)

Sworn to and subscribed before me this 8th day of May, 2025

By: _____

James Wise, President
Printed Name and Title

Amy Wise
Notary Public

My commission expires 5/3/28

AMY M. WISE
STATE OF TENNESSEE
NOTARY PUBLIC
KNOX COUNTY
(Seal)

_____
Bidder (2)

Sworn to and subscribed before me this _____ day of _____, _____

By: _____

_____
Printed Name and Title

Notary Public

My commission expires _____

(Seal)

Docusign Envelope ID: 02D6EB2C-1F8F-41DC-B527-D32E2858AC39

***NOTE: The signature and information for Bidder (2) is to be provided when there is a joint venture.**

COUNTY OF KNOX COUNTY, TENNESSEE

PROPOSAL BOND

CONTRACT NO. 190383

Principal: Progression Electric, LLC
Print Name of Principal

Surety: Travelers Casualty and Surety Company of America
Print Name of Surety

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the COUNTY OF KNOX COUNTY in the full and just sum of five percent (5%) of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the Proposal, and if the COUNTY OF KNOX COUNTY shall award a Contract to the Principal, the Principal shall, within ten (10) days after written notice of the award is received by him, fully execute a Contract on the basis of the terms, conditions and unit prices set forth in his Proposal or bid and provide bonds with good and sufficient surety, as required for the faithful performance of the Contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal withdraws its bid after bids are opened, or after award of the Contract has been made fails to execute such the Contract and/or such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the Proposal Bond shall be immediately paid to the COUNTY OF KNOX COUNTY, not as a penalty, but as agreed upon liquidated damages.

***NOTE: The signature and information for Bidder (2) is to be provided when there is a joint venture.**

COUNTY OF KNOX COUNTY, TENNESSEE

PROPOSAL BOND

CONTRACT NO. 190383

Principal: _____
Print Name of Principal

Surety: _____
Print Name of Surety

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the COUNTY OF KNOX COUNTY in the full and just sum of five percent (5%) of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the Proposal, and if the COUNTY OF KNOX COUNTY shall award a Contract to the Principal, the Principal shall, within ten (10) days after written notice of the award is received by him, fully execute a Contract on the basis of the terms, conditions and unit prices set forth in his Proposal or bid and provide bonds with good and sufficient surety, as required for the faithful performance of the Contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal withdraws its bid after bids are opened, or after award of the Contract has been made fails to execute such the Contract and/or such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the Proposal Bond shall be immediately paid to the COUNTY OF KNOX COUNTY, not as a penalty, but as agreed upon liquidated damages.

Docusign Envelope ID: 02D6EB2C-1F8F-41DC-B527-D32E2858AC39

IN WITNESS WHEREOF, the Principal has caused these presents to be signed by a duly authorized official and the Surety has caused these presents to be duly signed and sealed by an authorized agent or attorney-in-fact.

Progression Electric, LLC	Travelers Casualty and Surety Company of America
Principal (1)	Surety (1)
By: Amy Wise	By: Signed by: Catherine L McMillan
Amy Wise CEO	Catherine L. McMillan Attorney-in-Fact
Print Name and Title	May 6, 2025
May 6, 2025	Date
Date	(Seal)
N/A	N/A
Principal (2)	Surety (2)
By:	By:
	General Agent or Attorney-in-Fact
N/A	N/A
Print Name and Title	Date
N/A	
Date	(Seal)

***NOTE: The signature and information for Principal(2) and Surety(2) is to be provided when there is a joint venture.**

IN WITNESS WHEREOF, the Principal has caused these presents to be signed by a duly authorized official and the Surety has caused these presents to be duly signed and sealed by an authorized agent or attorney-in-fact.

Principal (1)	Surety (1)
By:	By:
	General Agent or Attorney-in-Fact
Print Name and Title	Date
Date	(Seal)

Principal (2)	Surety (2)
By:	By:
	General Agent or Attorney-in-Fact
Print Name and Title	Date
Date	(Seal)

***NOTE: The signature and information for Principal(2) and Surety(2) is to be provided when there is a joint venture.**

Docusign Envelope ID: 02D6EB2C-1F8F-41DC-B527-D32E2858AC39

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Catherine L. McMillan** of **KNOXVILLE**, **Tennessee**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021

Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th day of May, 2025.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

COUNTY OF KNOX COUNTY, TENNESSEE

PROPOSAL GUARANTEE

CONTRACT NO. 190383

Bidder: Progression Electric LLC
Print Name of Bidder

KNOW ALL MEN BY THESE PRESENTS, that the above-named Bidder has tendered the attached cashier's or certified check in an amount equal to five percent (5%) of the total amount it bid for the project stated above, payable to the COUNTY OF KNOX COUNTY, to be held pending the fulfillment of the following obligation conditions.

NOW, THEREFORE, the condition of this obligation is: the Bidder shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the Proposal, and if the COUNTY OF KNOX COUNTY shall award a Contract to the Bidder, the Bidder shall, within ten (10) days after it receives written notice of the award, fully execute a Contract on the basis of the terms, conditions and unit prices set forth in its Proposal or bid and provide bonds with good and sufficient surety, as required for the faithful performance of the Contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Bidder withdraws its bid after bids are opened, or after award of the Contract has been made fails to execute such the Contract and/or such additional documents as may be required and to provide the required bonds within the time period specified above, then the COUNTY OF KNOX COUNTY shall cash the attached check and retain the funds, not as a penalty, but as agreed upon liquidated damages.

IN WITNESS WHEREOF, the Bidder has caused these presents to be signed by a duly authorized official.

Bidder (1)	Bidder (2)*
Progression Electric LLC	
By: Amy Wise	By:
Amy Wise, CEO	
Print Name and Title	Print Name and Title
5/8/2025	
Date	Date

***NOTE: The signature and information for Bidder(2) is to be provided when there is a joint venture.**

COUNTY OF KNOX COUNTY, TENNESSEE

CONTRACT NO. 190383

This agreement is made and executed in three (3) originals, between the COUNTY OF KNOX COUNTY, and _____ hereinafter referred to as the "Contractor."

WITNESSETH

The COUNTY OF KNOX COUNTY did advertise for, receive and accept a bid from the Contractor for work on the above identified contract.

In consideration of the agreements herein contained, to be performed by the parties hereto and of the payments hereafter agreed to be made, it is mutually agreed by both parties that:

1. The contract between the parties consists of the following "Contract Documents" all of which constitute one instrument:
   (a) the Instructions to Bidders
   (b) the Proposal
   (c) all conditions and terms of this Contract form
   (d) the Contract Payment & Performance Bond and/or Letter of Credit, where applicable
   (e) the most current version of the *Tennessee Department of Transportation Standard Specifications for Road and Bridge* Construction (herein referred to as *TDOT Standard Specifications)*
   (f) Supplemental Specifications
   (g) Revisions and Additions
   (h) Special Provisions
   (i) Addenda
   (j) The most current version of the TDOT Standard Drawings
   (k) The Contract Plans,
   (l) The Work Order
   (m) Construction Changes
   (n) Supplemental Agreements

   All of the provisions contained in the listed Contract Documents are incorporated herein by reference with the same force and effect as though set out in full.

2. The Contract Documents are intended to be complementary and to describe and provide for a complete work. Requirements in one of these are as binding as if occurring in all of them. In case of discrepancy, Supplemental Specifications will govern over the TDOT Standard Specifications; the TDOT Standard Specifications will govern over the local government standard specifications; the Contract Plans will govern over both Supplemental and Standard Specifications, and Special Provisions will govern over both Plans and Specifications. In interpreting Plans, calculated dimensions will govern over scaled dimensions. Contract Plans, typical cross sections and approved working drawings will govern over Standard Drawings.

3. The Contractor agrees to furnish all materials, equipment, machinery, tools and labor and to perform the work required to complete the project in a thorough and

workmanlike manner, to the satisfaction of the appropriate official of the COUNTY OF KNOX COUNTY.

4. The COUNTY OF KNOX COUNTY agrees to pay to the Contractor such unit prices for the work actually done as are set out in the accompanying proposal, in the manner provided for in the TDOT Standard Specifications, Supplemental Specifications and applicable Special Provisions.

5. The Contractor shall, at all times, observe and comply with all applicable federal, state and local laws, ordinances and regulations and shall indemnify and hold harmless the COUNTY OF KNOX COUNTY and all of its officers, agents and servants against any claim of liability or assessment of fines or penalties arising from or based upon the Contractor's and/or its employees' violations of any such law ordinance or regulation. The Contractor shall maintain documentation for all charges against the COUNTY OF KNOX COUNTY under this Contract. The books, records and documents of the Contractor insofar as they relate to the work performed or money received under this contract shall be maintained for a period of seven (7) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the COUNTY OF KNOX COUNTY, the State, the Comptroller of the Treasury, the Tennessee Department of Transportation, or their duly appointed representatives.

6. The Contractor shall be responsible for any and all injury or damage to persons or to property arising from the prosecution of the work and due to any act, omission, neglect or misconduct in its manner or method of prosecuting the work or due to its non-execution of the work or due to defective work or materials. The Contractor shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less that $1 million dollars per occurrence and $300,000 per claimant, naming the COUNTY OF KNOX COUNTY as an additional insured.

7. The Contractor shall indemnify and hold harmless the COUNTY OF KNOX COUNTY and all of its officers, agents and employees from all suits, actions or claims of any character arising from the Contractor's acts or omissions in the prosecution of the work, use of unacceptable materials in constructing the work, infringement of patent, trade mark or copyright, or claims for Workers' Compensation. If any such suit, action or claim is filed, the COUNTY OF KNOX COUNTY may retain from the monies due to the Contractor under this Contract a sum deemed sufficient by the COUNTY OF KNOX COUNTY to protect the COUNTY OF KNOX COUNTY from loss therefrom. Upon resolution of the suit, action or claim, any remaining retained funds will be released.

8. Upon execution of this Contract, the Contractor shall be prepared to begin the work to be performed under the Contract, but will not proceed until it has received official "Notice to Proceed". This official notice will stipulate the date upon which it is expected that the Contractor will begin his work, and from which date the working days tabulated against its time limit will begin. All other requirements in regard to the beginning of construction set forth in the Proposal and Special Provisions will date from the official notice.

IN WITNESS WHEREOF, the parties hereto have cause this Contract to be signed and executed by their respective authorized agents or officials.

Contractor 1	Contractor 2*
By:	By:
Print Name and Title	Print Name and Title
Date	Date

COUNTY OF KNOX COUNTY, TENNESSEE

This Contract is accepted this _____ day of _____,

and is effective on the _____ day of _____,

_____
[CITY/COUNTY Official]

Approved:

_____
COUNTY OF KNOX COUNTY
Attorney

***NOTE: The signature and information for Contractor 2 is to be provided when there is a joint venture.**

CONTRACT PAYMENT AND PERFORMANCE BOND

Note: to be filled out post-award

CONTRACT NO. 190383

Be it known that _____, as Principal, and _____, as Surety(ies), all authorized to do business in the State of Tennessee, hereby bind themselves to the COUNTY OF KNOX COUNTY, and other potential claimants, for all obligations incurred by the Principal under its contract with COUNTY OF KNOX COUNTY, for the construction of the above identified contract; in the full contract amount of _____ ($_____).

The obligations of the Principal and Surety(ies) under these payment and performance bonds shall continue in full force and effect until all materials, equipment and labor have been provided AND all requirements contained in the contract, plans and specifications have been completed in a timely, thorough and workmanlike manner. The parties agree that these bonds are statutory in nature and are governed by the provisions contained in Title 12, chapter 4 and Title 54, chapter 5 of the Tennessee Code Annotated relating to bonds required of contractors and that those provisions constitute a part of this bond.

By this instrument, the Principal and Surety(ies) specifically bind themselves, their heirs, successors, and assigns, *in solido*, under the following bonds:

Payment Bond. To the COUNTY OF KNOX COUNTY and all "Claimants," as contemplated by T.C.A. Title 54, chapter 5, in the full contract amount of _____ ($_____), in order to secure the payment in full of all timely claims under the project.

Performance Bond. To the COUNTY OF KNOX COUNTY in the full contract amount of _____ ($_____), in order to secure the full and faithful performance and timely completion of the project according to its plans and specifications, inclusive of overpayments to the contractor and liquidated damages as assessed.

Upon receipt of notice that the Principal is in default under the contract, the Surety(ies) shall undertake to complete performance, without regard to cost. If the Surety(ies) fail or refuse to complete performance of the contract, the COUNTY OF KNOX COUNTY may then proceed with the work in any lawful manner that it may elect until it is finally completed. When the work is thus finally completed, the total cost of the same will be computed. All costs and charges incurred by the COUNTY OF KNOX COUNTY in completing the Work will be deducted from any monies due or which may become due to the Principal. If the total costs of completion exceeds the sum which would have been payable under the Contract, then the Principal and the Surety(ies), *in solido*, shall be liable for and shall pay to the COUNTY OF KNOX COUNTY the amount of such excess.

In witness whereof we have signed this instrument as dated.

Principal/Contractor 1:

By: _____ Date: _____

_____

Printed Name and Title

(For Joint Venture) Principal/Contractor 2:

By: _____ Date: _____

_____

Printed Name and Title

Surety 1:	**Surety 2:**
By:	By:
Attorney-in-Fact	Attorney-in-Fact
Printed Name	Printed Name
Agency Name	Agency Name
Street Address	Street Address
City/State/Zip	City/State/Zip

(Seal) (Seal)

Subsequent correspondence/communication from COUNTY OF KNOX COUNTY with respect to monthly progress reports and/or the contract bonds should be directed to:

For Surety 1:	**For Surety 2:**
Name	Name
Address	Address
City	City
State/Zip	State/Zip
Phone Number	Phone Number
Fax Number	Fax Number



Knox County Advanced Traffic Management System (ATMS) Project, Phase 2

FINAL DESIGN

Technical Special Provisions

Prepared For:

Knox County Government, Tennessee

Prepared By:

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January 2025

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A. PROJECT OVERVIEW

Scope of Work

This project – Knox County Advanced Traffic Management System (ATMS) – Phase II consists of fifteen (15) traffic signals in Knox County that will be improved with the installation of new video detection equipment, connected vehicle (CV) infrastructure, and optimization of signal timings. This project will build on the improvements that were constructed as a part of the Phase I project which included the installation of fiber optic cable along the Maynardville Pike.

Other proposed improvements, which vary by intersection, include the installation of traffic signal cabinets, 3-section flashing yellow arrow signal heads, Ethernet field switches, conflict monitors (malfunction management units [MMU]), battery backup units, cell modems, pedestrian signal heads, accessible pedestrian pushbuttons, sign replacements and additions, pavement markings, and ADA curb ramp improvements. These improvements are specifically detailed on the individual intersection improvement plan sheets.

Applicable Standards

All work, materials, and installation procedures shall conform to:

- Special Provision 725 (SP725) for this project
- Construction Plans for this project
- Applicable standard drawings for Lenoir City
- Most recent version of the Tennessee Department of Transportation (TDOT) *Standard*
- *Specifications for Road and Bridge Construction*
- Most recent version of TDOT standard drawings for Roadway, Structure, and Traffic Operations
- Most recent version of TDOT Traffic Design Manual
- Applicable TDOT Traffic Operations Memorandums
- Most recent version of the Federal Highway Administration (FHWA) *Manual on Uniform Traffic*
- *Control Devices (MUTCD)*

All electrical materials and work shall conform to the following:

- National Electrical Code (NEC)
- National Electrical Safety Code (NESC)
- National Electrical Manufacturers Association (NEMA)
- Underwriters' Laboratories, Inc. (UL)
- Electrical Testing Laboratories (ETL)
- National Electrical Testing Association (NETA)
- Institute of Electrical and Electronics Engineers (IEEE)
- Electronic Industries Association (EIA)
- Applicable codes and requirements of governing jurisdictions, including but not limited to:
    - Knox County, Tennessee
    - Lenoir City Utilities Board (LCUB)
    - Knoxville Utilities Board (KUB)

All Intelligent Transportation System (ITS) and traffic signal materials and work shall conform to the following:

- National Transportation Communications for ITS Protocol (NTCIP)
- Most recent version of IEEE 802.3 industry standards for Ethernet and NTCIP standards supporting Ethernet
- International Municipal Signal Association (IMSA)

Testing

The Contractor shall prepare a Testing Plan for this project, to demonstrate compliance. The Testing Plan shall be reviewed by the Engineer, and approved by the Engineer, prior to the Contractor commencing with the activities outlined within the Testing Plan.

The Contractor shall provide reasonable opportunity for the Engineer to observe and witness each and every test. Upon conclusion of each test, the Contractor shall submit the test results to the Engineer for review. Following the Engineer's observation/witness of the test and Engineer's review of the test results;

- If the test is deemed successful by the Engineer, the Engineer may deliver notice of a successful test.
- If the test is deemed unsuccessful by the Engineer, the Contractor shall be responsible for troubleshooting, making corrections as appropriate, and coordinating with the Engineer to perform another iteration of testing. This process shall repeat until the Engineer determines the test is successful.

At minimum, the following tests shall be performed by the Contractor to demonstrate compliance with this document and manufacturer standards – pertaining to specific components and pay items:

- Bench Tests – The Contractor shall perform Bench Tests prior to installation of pay items as specified within this document.
- Field Acceptance Tests – The Contractor shall perform Field Acceptance Tests following complete installation and configuration of pay items as specified within this document.

At minimum, the following tests shall be performed by the Contractor to demonstrate compliance with this document and manufacturer standards – pertaining to the system and project:

- Preliminary System Acceptance Test – The Contactor shall perform this Preliminary System Acceptance Test following complete installation and configuration of all project components, to demonstrate successful network communications are present and fully functional between the TOC and the field devices.
    - If the Preliminary System Acceptance Test is deemed successful by the Engineer, the Engineer may deliver notice of successful Preliminary System Acceptance, and the Burn-In Period may commence.
    - If the Preliminary System Acceptance Test is deemed unsuccessful by the Engineer, the Contractor shall be responsible for troubleshooting and making corrections as appropriate. Once this work has been completed, and a minimum of 14 calendar days has elapsed, the Contractor shall perform another iteration of the Preliminary System Acceptance Test.
    - This process shall repeat until the Engineer determines the Preliminary System Acceptance Test is successful.
    - Once the Preliminary System Acceptance Test is deemed successful, the Burn-In Period may commence.

- Final System Acceptance Test – The Contactor shall perform this Final System Acceptance Test following successful completion of the Burn-In Period. The same activities that occurred during the Preliminary System Acceptance Test shall occur during the Final System Acceptance Test.
    - If the Final System Acceptance Test is deemed successful by the Engineer, the Engineer may deliver System Acceptance to the Contractor.
    - If the Final System Acceptance Test is deemed unsuccessful by the Engineer, the Contractor shall be responsible for troubleshooting and making corrections as appropriate. Once this work has been completed, and a minimum of 30 calendar days has elapsed, the Contractor shall perform another iteration of the Final System Acceptance Test.
    - This process shall repeat until the Engineer determines the Final System Acceptance Test is successful.

These tests are in addition to any testing requirements required by this document. Other testing requirements including, but not limited to, manufacturer testing and certification prior to shipment or other testing prior to the equipment receipt, are still applicable.

The Contractor shall perform all testing using vendor and/or off-the-shelf software, and the Contractor shall be responsible for providing all vendor and/or off-the-shelf software necessary to perform all testing.

Project testing shall be included in the cost of other pay items and will not be measured separately for payment.

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B. TRAFFIC SIGNAL CONTROLLER

1. Description

Furnish, install, configure, and test McCain ATC eX2 TS2 Type 2 traffic signal controllers as shown in the plans. The McCain ATC eX2 is considered the Knox County standard.

2. Materials

The McCain ATC eX2 shall have the following features:

- Backlit LCD display
- Two (2) 100Base-T Ethernet ports
- Two (2) High speed USB ports
- SDLC Port (SP-3)
- Three (3) general purpose serial ports

3. Functional Requirements

The McCain ATC eX2 ATC traffic signal controller shall meet the following functional requirements:

- Meets or exceeds NEMA TS2-2003 v.2.06 / ATC 5.2b standards
- Linux Operating System
- Compliant with NCTIP 1201 and 1202
- Freescale PowerQUICC II Pro microprocessor
- Speaks NCTIP protocol
- 16MB Flash memory
- 128MB DDR RAM memory
- 2MB Non-volatile SRAM

4. Construction Methods

Before any new controller is installed in the field, the Contractor shall program the controller to be consistent with the phasing and timing plans furnished by the Engineer. The appropriate communications settings (including the IP address) will be programmed by the Contractor. The Contractor shall install the controller in the controller cabinet, making the necessary connections between the controller and the terminal blocks in the controller cabinet.

For local controllers connected to an existing or proposed traffic signal system, the Contractor shall fully integrate the new controller with the existing or proposed communications equipment and network. The Contractor shall setup and configure the local intersection at Knox County's central traffic management software and fully test the communications before acceptance testing.

Under this contract, the contractor shall be required to submit an IP addressing convention to the Engineer for approval prior to configuring the controllers with network addresses.

Warranty

Signal controllers shall be replaced or repaired by the manufacturer if a controller fails to function as intended due to workmanship or material defects within the first 24 months from the date of being put into field operation at no cost (including shipping) to Knox County.

Documentation

For each new controller furnished by the Contractor, one hard copy of the user's manual shall be provided by the Contractor and placed in the plastic envelope inside the cabinet. One electronic copy of the user's manual shall be provided by the Contractor to Knox County.

The Contractor shall provide to Knox County the following information for each new controller furnished by the Contractor:

- Manufacturer's name, model number, and serial number
- Length of warranty and start date
- MAC address of the Ethernet network interface

5. Testing

Refer to the following requirements:

Manufacturer Testing

- The manufacturer of the Controller shall have tested each unit to verify successful operation.
- Contractor shall provide the manufacturer test results that demonstrate satisfaction of the Controller requirements.

Bench Test

- Bench Test shall be performed for each Controller.
- Before the testing occurs, Bench Test procedures and requirements shall be proposed by the Contractor and approved by the Engineer.

Field Acceptance Test

- Field Acceptance Test shall be performed for each Controller
- Before the testing occurs, Field Acceptance Test procedures and requirements shall be proposed by the Contractor and approved by the Engineer.

Preliminary System Acceptance Test

- Refer to System Integration section.

Final System Acceptance Test

- Refer to System Integration section.

6. Measurement and Payment

Payment at the contract unit price, per each, shall be made for each accepted controller of the type specified. This shall be payment in full for furnishing and installing the controller in the controller cabinet,

making all connections inside the controller cabinet as required to render the installation operable, and fully integrating the controllers with the existing traffic signal system.

Pay Item	Pay Unit
730-16.14 CONTROLLER (MCCAIN ATC CONTROLLER)	EACH

C. TRAFFIC SIGNAL CONTROLLER CABINET

1. Description

Controller shall be housed in a rigid, weatherproof cabinet, constructed, finished and equipped as follows and as shown on the Standard Details. All cabinets shall be wired to TS-2 Type 2 standards.

The cabinet shall be constructed from type 5052-H32 aluminum with a minimum thickness of 0.125 inches. The cabinet shall be supplied with a natural aluminum finish. Sufficient care shall be taken in handling to ensure that scratches are minimized. All surfaces shall be free from weld flash. Welds shall be smooth, neatly formed, free from cracks, blowholes and other irregularities. All sharp edges shall be ground smooth. The main door and police door-in-door shall close against a weatherproof and dust-proof, closed-cell neoprene gasket seal. The gasket material for the main door shall be a minimum of 0.250 inches thick by 1.00 inch wide. The gasket material for the police door shall be a minimum of 0.250 inches thick by 0.500 inches wide. The gaskets shall be permanently bonded to the cabinet. All enclosures must be constructed, approved, and marked in accordance with the requirements for Type 1 Industrial Control Panel Enclosures contained in UL 508A, the Standard for Industrial Control Panels. Enclosure must meet NEMA 3R rating requirements and be marked with UL approval sticker.

The main panel shall be constructed from 5052-H32 brushed aluminum of 0.125 inches minimum thickness and installed so as to minimize flexing when plug-in components are installed. All main panels are provided with a mounting mechanism which allows easy access to all wiring on the rear of the panel. Lowering of the main panel can be accomplished without the use of hand tools. Complete removal can be accomplished by the use of simple hand tools. The load switch position main panels shall have all field wires contained on two (2) rows of horizontally mounted terminal blocks. The upper row shall be wired for the pedestrian and overlap field terminations. The lower row shall be reserved for phase one (1) through phase eight (8) vehicle field terminations. All logic-level, NEMA-controller and Malfunction Management Unit input and output terminations on the main panel shall be permanently labeled. Cabinet prints shall identify the function of each terminal position. All field output circuits shall be terminated on a non-fused barrier type terminal block with a minimum rating of 10 amps. All Terminals and Facilities configurations shall be provided with sufficient RS-485 Port 1 communication cables to allow for the intended operation of that cabinet. All wiring shall be neat in appearance. All cabinet wiring shall be continuous from its point of origin to its termination point. Butt type connections or splices are not acceptable.

The power panel portion of the main panel shall include the following components:

- A minimum of one (1) 40-amp main breaker for 12 or 16 position cabinets or a minimum of one (1) 30-amp breaker for four (4) or eight (8) position cabinets. This breaker shall supply power to the controller, MMU, signals, cabinet power supply and auxiliary panels. Breakers shall be, at minimum, a thermal magnetic type UL listed for HACR service with a minimum of 10,000 amp interrupting capacity.
- A minimum of one (1) 15-amp auxiliary breaker. This breaker shall supply power to the fan, light, and GFI utility outlet.
- An EDCO model SHP-300-10 or exact approved equivalent surge arrester.
- A 50 amp, 125 VAC radio interference line filter.

- A normally-open, 50-amp, Solid State Relay (SSR). Shall be Crydom Model Number HA4875H or approved equal.
- A minimum of one (1) 8-position neutral bus bar is capable of connecting three #12 wires per position.
- A minimum of one (1) 6-position ground bus bar capable of connecting three #12 wires per position.
- A minimum of one (1) NEMA type 5-15R GFI utility outlet.

The cabinet shall be provided with a thermostatically controlled (adjustable between 55-160 degrees Fahrenheit) ventilation fan in the top of the cabinet plenum. The fan plate shall be removable with the use of simple hand tools for serviceability. A minimum of one, maximum of two, exhaust fans shall be provided. The fan shall be a ball bearing type fan and shall be capable of drawing a minimum of 100 cubic feet of air per minute (CFM). The Fan / Thermostat assembly shall be connected to the power panel by means of a 4-position plug-in cable or hardwired to an appropriate circuit breaker. A 40-watt incandescent refrigerator lamp and socket mounted on an aluminum bracket shall be mounted in the cabinet to sufficiently illuminate the field terminals. The lamp shall be wired to either a 15-amp ON / OFF toggle switch mounted on the power panel or to a door-activated switch mounted near the top of the door.

2. Testing

Refer to the following requirements:

Manufacturer Testing

- The manufacturer of the Cabinet shall have tested each unit to verify successful operation.
- Contractor shall provide the manufacturer test results that demonstrate satisfaction of the Cabinet requirements.

Bench Test

- Bench Test shall be performed for each Cabinet.
- Before the testing occurs, Bench Test procedures and requirements shall be proposed by the Contractor and approved by the Engineer.

Field Acceptance Test

- Field Acceptance Test shall be performed for each Cabinet.
- Before the testing occurs, Field Acceptance Test procedures and requirements shall be proposed by the Contractor and approved by the Engineer.

Preliminary System Acceptance Test

- Refer to System Integration section.

Final System Acceptance Test

- Refer to System Integration section.

3. Measurement and Payment

The Traffic Signal Controller cabinet will be measured in units of each and paid for at the contract price per each. The price bid shall include furnishing, installing, system integration, and testing of a complete Traffic Signal Controller Cabinet including the unit and concrete foundation (as specified by TDOT), all the

associated harnesses and cabling, all auxiliary cabinet equipment (load switches, flasher relay switches, MMU, etc.), satisfactory completion of testing and training requirements and all work, equipment, and appurtenances as required to effect the full operation including remote and system control of the local traffic signal complete in place and ready for use. The price bid shall also include all system documentation including shop drawings, operations and maintenance manuals, wiring diagrams, block diagrams, and other material necessary to document the operation of the Traffic Signal Controller Cabinet. This price shall be full compensation for all labor, tools, materials, equipment, and incidentals necessary to complete the work.

The contract unit price shall be full compensation for all work specified in this section.

Payment will be made under:

Pay Item	Pay Unit
730-15.07 CABINET (TS2 TYPE 2, BASE MOUNTED)	EACH

D. BATTERY BACK-UP SYSTEM

1. Description

This work shall consist of furnishing and installing a true-on-line, power conditioner and DSP processor based uninterruptible power system (UPS) designed for transportation and traffic applications. The inverter shall be in operation at all times capable of supplying clean regulated power (both voltage and frequency) to all loads at all times. This system shall be fully NEMA compliant and meet the full operating temperature range of – 40C to +74C. This system must be fully power factor corrected and fully functional with any type of auxiliary power generator. The UPS system shall be installed in conformance with the Manufacturers recommendations and as specified herein. The Contractor shall be responsible for determining the appropriate size/capacity of the UPS system based on the intersection design. UPS shall be sized with a minimum load to provide at least 8 hours of full run-time operation

2. Materials

The UPS shall consist of three major components: (1) the electronics module, (2) a detachable power interface module, and (3) the external battery system. The **Electronics Module (EM)** shall consist of the following:

- True sine wave, high frequency inverter.
- Two-stage, temperature compensated, battery charger.
- For connection from the Electronics Module to the Power Interface Module and Battery System, dedicated harnesses shall be provided and braided nylon sleeve over all conductors.
- Local and remote control of UPS functions.
- Local and remote communications capabilities.
- A detachable Power Interface Module for inserting power safely and reliably.
- Capable of accepting an NTCIP-ready adapter, a Spread Spectrum Radio modem or a Broadband Ethernet Radio.
- Ethernet connectors for remote signal alarms, monitoring and remote communications and data retrieval.

The **Power Interface Module (PIM)** shall consist of the following:

- A PIM shall be required to safely insert utility power into the UPS system.
- The PIM shall include a manual bypass switch to allow the utility power to pass directly to the signal cabinet without passing through the UPS.

The external **Battery System** shall consist of the following:

- The battery shall be comprised of extreme temperature, Nickel-Zinc batteries.
- The battery system shall consist of a double string of two 500W battery modules (unless otherwise noted on the Plans).
- Batteries shall be certified to operate at extreme temperatures (from -40°C to +74°C) and shall not require aid of any external devices to cool or heat the batteries.
- The batteries shall be provided with appropriate wiring harness. This harness shall connect the battery pack to the UPS module. The harness shall be a minimum of 5 feet in length.

- The interconnect cable shall be protected with abrasion-resistant nylon sheathing.

When a separate cabinet is required, the cabinet shall house the batteries, wiring, related equipment, and the UPS, which includes converter/inverter/charger unit, power transfer relay, power management unit, manually operated bypass switch and other control panels and wiring harnesses. The cabinet shall be a nominal 48" High x 24" Wide X 24" Deep. Cabinet shall in conjunction with the traffic signal cabinet foundation in accordance with the plan details. Cabinet for UPS shall be weatherproof and constructed of welded sheet aluminum, 0.125-inch minimum. Cabinet mounting attachments shall be durable, corrosion resistant, chemically compatible so as not to adversely react with the aluminum of the cabinet or isolated from it and of heavy-duty construction. Cabinets shall house the external batteries, wiring, related equipment, and the UPS, which includes converter/inverter/charger unit, power interface bypass switch and other control panels and wiring harnesses. The UPS cabinet door shall be hinged on the right side of the cabinet. Cabinet doors shall provide full access to the cabinet interior and shall have durable gaskets to ensure weatherproofing. Cabinet doors shall have a screened and louvered vent design to prevent rain entry, with a standard size furnace vent filter. The filter tray shall be sized to house and secure the filter in place. A screened air exhaust opening under the top overhang shall be provided. One thermostatically controlled vent fan with a screened guard in the top section of the cabinet with a capacity of exhausting at least 100 CFM shall be provided. The thermostat shall be adjustable from 80 degrees F to 130 degrees F. Degree markings shall be indicated on the thermostat in 10-degree increments. The fan shall be AC operated from the same line output of the Manual Bypass Switch that supplies power to the Traffic Signal Control Cabinet. A two-position terminal block shall be provided on the fan panel. Proper over current protection shall be provided for the fan circuit. An LED lamp receptacle and an ON/OFF door switch shall be located in the cabinet so that it provides unobstructed illumination of the interior of the cabinet. Wiring for the lamp, fan and other auxiliary equipment shall be connected via terminal blocks. Wiring from the UPS to the traffic signal controller cabinet shall be accomplished as follows. Foundation shall be included in the payment price of the cabinet.

Environmental Requirements
The UPS shall meet or exceed NEMA temperature standards from -40° C to +74° C. The UPS shall be certified and field proven to meet or exceed NEMA temperature standards. A certificate of compliance shall be supplied with the Traffic UPS. The UPS internal component boards shall be conformal coated.

Battery Requirements
The battery system shall be certified and field proven to meet or exceed NEMA temperature standards from –40° C to +74° C. Batteries modules shall be 48-volt nickel-zinc (sealed) with an output of 500 watts. Battery modules shall have a single power, quick connector. Signal cabinets shall be provided with two battery modules, unless otherwise noted on the Plans.

Communications, Controls and Diagnostics Requirements
The UPS shall visually display basic alarm monitoring on the front panel indicating:

- UPS Fault
- Backup Mode On
- Relay Triggered

Full interactive remote computer monitoring and control of the UPS functions may be achieved via connection to a standard RJ-45 Ethernet port on the front of the UPS.

Front panel controls shall consist of no less than: Power On, Cold (DC) Start, Load 1 and Load 2 switching. The Windows configuration software shall allow the user to monitor and control the following UPS functions through a direct connection to the Ethernet port on the UPS:

- Real time input status including frequency, voltage, current and power.
- Real time output status including frequency, voltage, current and power.
- Real time battery status including charge type, on time totals, charge level, voltage, current and temperature.
- Real time nominal output rating, nominal output power, nominal low battery time, audible alarm status and nominal battery life.
- Active alarms – input bad, output bad, overload, bypass bad, output off, UPS shutdown and charger failure.

Electrical Requirements
Input Voltage:

▪ Nominal Input Voltage	120 VAC, Single Phase
▪ Input Voltage Range	85 (+/- 5%) VAC to 140 (+/- 5%) VAC
▪ Input Frequency	50 to 70 Hz (+/- 5%)
▪ Input Current (Maximum Draw)	15 Amps, Power-Factor Corrected
▪ Input Protection	Input Fuse (15 Amp)

Output Specification:

▪ Nominal Output Voltage	120 VAC, Single Phase
▪ Power Rating	1000W
▪ Output Frequency	60 Hz (+/- 6Hz)
▪ Efficiency	0.97

3. Functional Requirements
Operation
The UPS shall be capable of producing, simultaneously, a fully regenerated and regulated, conditioned and true sine wave power with hot standby and continuous AC outputs.

The UPS's inverter shall be on at all times to produce continuous, clean, regulated power to all loads. The inverter shall have a minimum operating efficiency of 92%. The continuous power output shall be provided for signals, controllers and modems; Standby output can be provided for signals in flash mode operation. Up to the maximum load rating, the UPS shall be capable for running any combination of signal heads, whether Incandescent, LED or Neon, by any manufacturer, regardless of power factor, without overdriving the poorer power factor LED heads which may cause early degradation, low luminosity or early signal failure.

Upon loss of utility power, the UPS shall utilize battery power in support of the system via a supplied Power Interface Module (PIM). The switch to battery power shall occur in 100 milliseconds or less after the loss of utility power or the UPS can be operated in the true on-line mode with the inverter supplying power to all cabinet loads at all times. In the event of UPS failure and/or battery depletion, the Power Interface Module (PIM) will ensure that the UPS will drop out and, upon return of utility power, the traffic control system will default to normal operating mode.

The Power Interface Module shall enable removal and replacement of the UPS without shutting down the traffic control system (i.e. "hot swap" capability).

Existing Flasher Modules and Flash Transfer Relays shall be utilized. To facilitate emergency crews and police activities, the UPS shall be compatible with police panel functions (i.e. "Signals OFF" switch must kill power to the field wiring even when on UPS/Battery power).

The UPS shall not duplicate or take over flash operation or flash transfer relay functions. The UPS shall be capable of providing continuous, fully conditioned, regulated, sinusoidal (AC) power to selected devices such as signal controllers, modems, communications hubs, NTCIP adapters and video equipment at all times. The UPS shall operate on an Input voltage range between 85 (+- 5%) Vac and 140 (+- 5%) Vac before switching to battery power. The UPS shall be supplied with one external Ethernet port located on the front panel of the UPS. The Ethernet port shall provide the user the option to select certain output functions. These functions shall be signals that the user can assign as signal utility interrupt, low battery and inverter active conditions or utility fail indicate. These signals shall be capable of being interfaced to any controller's auxiliary alarm inputs. The UPS shall be fully power factor corrected. Each UPS shall be provided with Windows based configuration software.

4. Construction Methods

Installation

Install the battery backup system components in the cabinet and integrate in accordance with the electrical requirements for the equipment being protected and all manufacturers' recommendations.

Mounting Configuration

The Battery Backup System shall be shelf-mount, rack-mount, swing-tray mount, or a combination thereof. Shelves, racks, trays, and vertical mounting channels shall be corrosion-resistant, heavy duty, with sufficient strength to hold the batteries without deforming, bending, or breaking.

The mounting method for a NEMA style shall be shelf-mount or wall-mount. The mounting method for an ATC style: shall be rack-mount.

5. Testing

Refer to the following requirements:

Manufacturer Testing

- The manufacturer of the Battery Back-Up System hall have tested each unit to verify successful operation.

- Contractor shall provide the manufacturer test results that demonstrate satisfaction of the Battery Back-Up System requirements.

Bench Test

- Bench Test shall be performed for each Batter Back-Up System.
- Before the testing occurs, Bench Test procedures and requirements shall be proposed by the Contractor and approved by the Engineer.

Field Acceptance Test

- Field Acceptance Test shall be performed for each Battery Back-Up System.
- Before the testing occurs, Field Acceptance Test procedures and requirements shall be proposed by the Contractor and approved by the Engineer.
-

Preliminary System Acceptance Test

- Refer to System Integration section.

Final System Acceptance Test

- Refer to System Integration section.

6. Measurement and Payment

Uninterruptible power supplies for new traffic signal cabinets (as noted on the Plans) shall be incidental to the price of the traffic signal cabinet. The price shall include furnishing and installing the complete uninterruptible power supply, power interface module, battery system, cables, cabling, software, testing, certifying, complete documentation, and all incidental items necessary for a fully functioning system.

Uninterruptible power supplies for existing traffic signal cabinets (as noted on the Plans) will be measured in units of each and will be paid for at the contract unit price per each. The price shall include furnishing and installing the complete uninterruptible power supply, power interface module, battery system, cables, cabling, software, testing, certifying, complete documentation, and all incidental items necessary for a fully functioning system.

Uninterruptible power supply cabinet (if necessary and as noted in the plans) will be measured in units of each and will be paid for at the contract unit price per each. This price shall include furnishing and installing cabinet, thermostatically controlled fan in the cabinet with a vent, thermostat, switches, air filter, fluorescent lamp receptacle, fluorescent lamp, conductor cables, flexible cables, over current protection devices (fuses/circuit breakers), terminal blocks, power panels, surge protection devices, circuit diagrams, grounding systems, gaskets, bolts, weatherproofing, conduits and fittings. The cabinet concrete foundation and work pad shall be included in the cost of the cabinet.

Pay Item	Pay Unit
730-35.06, BATTERY BACK-UP SYSTEM	EACH
730-15.08, CABINET (BATTERY BACKUP, BASE MOUNTED)	EACH

E. ETHERNET SWITCH (FIELD LAYER 2)

1. Description

Furnish equipment for the LAN that complies with IEEE standard 802. Furnish Ethernet LAN switches that are fully compatible and interoperable with the network monitoring software, the Ethernet and the L3 switch at the TOC.

Furnish Ethernet Switches that comply with the following electrical safety requirements: UL60950 or CSA C22.2 No. 60950 (safety requirements for IT equipment) and FCC Part 15 Class A for EMI emissions. Furnish Layer 2 (L2) Field Gigabit Ethernet Switches fabricated for use in traffic signal controller cabinets that meet or exceed NEMA TS-2 requirements for temperature, shock, humidity, and vibration.

2. Materials

Furnish L2 Field Gigabit Ethernet Switches that are din-rail mounted and come equipped with hardware to permit mounting on a din-rail in addition to placement on a cabinet shelf, and shall be optically compatible with the existing Layer 2 and Layer 3 switches installed in the Knox County ATMS Phase I project. The existing Layer 2 Switches are the EtherWAN EX73931-OVB Series and the Layer 3 is an EtherWAN EX77964-8VC x 3.

Furnish Ethernet Switches with internal Power Supply. Furnish field Ethernet switches meeting the following power supply requirements:

- 85 to 264 Vac (50/60Hz)/ 88 to 300Vdc.
- Power supply shall have two stage isolation accomplished via two transformers: first steps down from primary AC/DC to 48VDC; the second steps down from 48VDC to 3.3VDC.
- A power cord of no less than 5 feet in length shall be supplied.
- The switch shall require no more than 10W of power.

Furnish Field Gigabit Ethernet Switches that weigh no more than 3 lbs and are no more than 150 cubic inches in volume.

Furnish ruggedized field Ethernet switches with the following minimum characteristics:

- Minimum of eight (8) 10BASE-T/100BASE-TX ports.
- Minimum of two (2) 1000 BaseX Optical uplink ports that utilize SFP plugs.
- Furnish SFP modules rated to service the Field Ethernet to Field Ethernet optical uplinks and Field Ethernet to Gig-E Hub Uplink rated for optical attenuation required to service the link. Use SFP modules that are LX or ZX and are matched and compatible with the SFP module it is mated with. Furnish attenuators if required to service link without saturating receiving optics.
- Furnish SFP modules rated for use with the optical cable furnished under this project.
- Furnish SFP modules compatible with the existing Layer 3 Aggregation Switches at Knox County.
- Furnish SFP modules with LC connector or other connector approved by the Engineer.

- SFP modules shall be considered incidental to the field Ethernet switch, including the eight SFP modules to complete all four groups at the TOC Layer 3 switches.
- Management console port.
- Furnish SMFO fiber patch cables and barrel adapters.

Furnish Field Ethernet switches with the following features:

- 10/100BaseTX ports
- RJ45 connectors
- Cable type: Category 5e, unshielded twisted pair (CAT 5e UTP)
- Segment Length: 100m
- Auto-negotiation support (10/100Mbps)
- Auto MDIX crossover capability
- Full Duplex operation (IEEE 802.3x)
- TVS (transient voltage suppression) between Line +/-, Line +/ground, and Line –/ground to protect the circuitry

3. Functional / Networking Requirements

The switch shall support automatic address learning of up to 8192 MAC addresses. The switch shall support the following advanced layer 2 functions:

- IEEE 802.1Q VLAN, with support for up to 4096 VLANs
- IEEE 802.1p priority queuing
- IEEE 802.1w rapid spanning tree
- IEEE 802.1s multiple spanning tree
- IEEE802.1AD link aggregation
- IEEE 802.3x flow control
- IGMPv2 with 256 IGMP groups
- Port Rate Limiting
- Configuration via test file which can be modified through standard text editor
- Forwarding/filtering rate shall be 14,880 packets per second (PPS) for 10Mps, 148,800 PPS for 100Mps, and 1,488,000 PPS for 1000Mps
- DHCP Option 82

Network Management Functionality Requirements:

- SNMPv2, SNMPv3
- RMON
- GVRP
- Port Mirroring
- 802.1x port security
- Radius Server
- TACACS+ Server
- SSL – Secure Socket Layer

- SSH – Secure Shell
- TFTP
- Network Time Protocol (NTPv3)
- Simple Network Time Protocol (SNTPv3)
- Management via web or Telnet

4. Construction Methods

Furnish MAC addresses in a spreadsheet for all equipment utilized as part of this project, in addition to the equipment models, serial numbers, and firmware revisions. Equipment shall be registered in the name of Knox County. Affix MAC Address label to each device utilized.

Furnish IP addresses for all equipment utilized as part of this project. Affix final IP address to each device used. Use labels that do not smear or fade.
In field equipment cabinets, fully integrate new Ethernet switches with the fiber optic interconnect centers. Integrate all field equipment as called for on Plans.

Fully integrate switches with computer and central system hardware to form a complete local area network that allows users from Knox County's TOC as shown on the communication schematic in the Plans to access applications on servers.

Fully integrate LAN equipment to provide virus protection, user authentication, and security functions to prevent unauthorized users and data from entering the signal system LAN.

Under this contract, the contractor shall be required to submit an IP addressing convention to the Engineer for approval prior to configuring the Ethernet Switches with network addresses.

5. Testing
Refer to the following requirements:

Manufacturer Testing

- The manufacturer of the Ethernet Switch (Field Layer 2) shall have tested each unit to verify successful operation.
- Contractor shall provide the manufacturer test results that demonstrate satisfaction of the Ethernet Switch (Field Layer 2) requirements.

Bench Test

- Bench Test shall be performed for each Ethernet Switch (Field Layer 2).
- Before the testing occurs, Bench Test procedures and requirements shall be proposed by the Contractor and approved by the Engineer.

Field Acceptance Test

- Field Acceptance Test shall be performed for each Ethernet Switch (Field Layer 2).
- Before the testing occurs, Field Acceptance Test procedures and requirements shall be proposed by the Contractor and approved by the Engineer.

Preliminary System Acceptance Test

- Refer to System Integration section.

Final System Acceptance Test

- Refer to System Integration section.

6. Measurement and Payment

Payment will be made under:

Pay Item	Pay Unit
730-03.41 ETHERNET SWITCH (FIELD LAYER 2)	EACH

F. ACCESSIBLE PEDESTRIAN SYSTEM

1. Description

This Section specifies the minimum requirements for Accessible Pedestrian Signal (APS) equipment furnished and installed. The work shall consist of providing all labor, materials, equipment, and incidentals necessary to furnish, install, and test APS equipment. This work consists of furnishing and installing APS equipment complete and ready for service.

Furnish and install push button integrated APS that include pedestrian push button, push button locator tone, raised tactile arrow, audio and vibro-tactile walk indications, automatic volume adjustment, pedestrian information sign, and all necessary hardware. Furnish the R10-3e with appropriate arrow direction for the pedestrian information sign.

2. Materials

Provide the accessible pedestrian signals with a two (2)-inch diameter pedestrian push button that contains a tactile arrow whose direction can be easily adjusted in the field. Ensure each push button actuates a sturdy, momentary, normally-open switch with a minimum rating of 20 million actuations. Include on the button, a raised tactile arrow having a high visual contrast with the remainder of the button face. Ensure the housing is weather-tight and fabricated from aluminum. Ensure the housing is suitable for mounting on wood and metal poles. Paint surfaces of the pedestrian push button housing in highway yellow, unless otherwise specified, with an electrostatically-applied, fused-polyester paint method. Ensure the thickness of the paint is a minimum of 2.5 mils. Provide the pedestrian information sign that is integral to the housing. Ensure the accessible pedestrian signals can provide tones, sounds, and speech messages that are synchronized at an intersection. Provide a means for adjusting the base sound level for the tones, sounds, and speech messages. Ensure the tones, sounds, and speech messages will adjust automatically to the ambient noise level up to a maximum of 100 dBA. Provide the custom speech messages in both English and Spanish languages. Ensure you can program the accessible pedestrian signal by a means not readily accessible by unauthorized persons.

Ensure each push button provides a standard locator tone that is deactivated when the traffic signal is operating in the flash mode. Provide a user-programmable audible beaconing feature that is initiated by an extended push button press of one second or more. Ensure the audible beaconing feature increases the volume of the push button locator tone during the pedestrian change interval of the called pedestrian phase and operates in one of the following ways:

- The louder audible walk indication and louder locator tone comes from the far end of the crosswalk, as pedestrians cross the street,
- The louder locator tone comes from both ends of the crosswalk, or
- The louder locator tone comes from an additional speaker that is aimed at the center of the crosswalk and that is mounted on a pedestrian signal head.

Provide confirmation of the push button activation by an LED pilot light. Ensure the pilot light remains illuminated until the pedestrian's green or WALKING PERSON (symbolizing WALK) signal indication is displayed. Ensure each press of the pushbutton initiates a "wait" speech message during all intervals except the Walk interval.

Ensure you can select a percussive tone and custom speech message to sound during the "Walk" interval. Provide a push button that vibrates during the "Walk" interval. Ensure the "Walk" indications have the same duration as the illuminated pedestrian signals except when the signal is programmed to rest in the walk interval. Ensure the "Walk" indications are deactivated when the traffic control signal is operating in a flashing mode. When audible "Walk" indications are selected as a percussive tone, ensure the tone repeats at eight (8) to 10 ticks per second and consists of multiple frequencies with a dominant component at 880 Hz.

Ensure the accessible pedestrian signals are weatherproof and suitable for operation in wet locations. Ensure proper operation over a temperature range of -30ºF (-34ºC) to 165ºF (+74ºC). Ensure all circuit boards have a moisture resistant coating. Ensure the equipment interfaces and operates properly in the signal cabinet.

3. Construction Methods

Install in accordance with the manufacturer's recommendations. Mount push button integrated accessible pedestrian signals in a tamperproof manner on wood and metal poles, signal pedestals, or pushbutton posts as indicated in the signal plans. Install each pushbutton so that the tactile arrow is pointed in the direction of travel and is aligned parallel to the direction of travel on the associated crosswalk.

Ensure pushbuttons are separated by a distance of at least 10 feet such that they clearly indicate which crosswalk has the WALK indication. Where there are constraints on a particular corner that make it impractical to provide the 10 feet of separation between the two pushbuttons, the pushbuttons may be placed closer together or on the same pole, with approval by the Engineer. If two pushbuttons are placed on the same pole or with less than 10 feet separation, provide a speech walk message for the WALK indication and a speech pushbutton information message.

Adjust the intensity of the pushbutton locator tones so they are audible six (6) feet to 12 feet from the pushbutton, or to the building line, whichever is less. Ensure the pushbutton locator tones are no more than five (5) dBA louder than ambient sound. Configure audible "Walk" indication to be audible at the nearest end of the associated crosswalk.

If speech messages are used, have each recorded custom speech message approved by the Engineer in advance.

4. Testing

Refer to the following requirements:

Manufacturer Testing

- The manufacturer of the APS shall have tested each unit to verify successful operation.
- Contractor shall provide the manufacturer test results that demonstrate satisfaction of the APS requirements.

Bench Test

- Bench Test shall be performed for each APS

- Before the testing occurs, Bench Test procedures and requirements shall be proposed by the Contractor and approved by the Engineer.

Field Acceptance Test

- Field Acceptance Test shall be performed for each APS.
- Before the testing occurs, Field Acceptance Test procedures and requirements shall be proposed by the Contractor and approved by the Engineer.

Preliminary System Acceptance Test

- Refer to System Integration section.

Final System Acceptance Test

- Refer to System Integration section.

5. Measurement and Payment

The APS will be measured in units of each and paid for at the contract price per each. The price bid shall include furnishing, installing warranties, full operation and configuring the APS in accordance with applicable Standards, Specifications, and requirements. The price bid shall also include the mounting hardware, power cable, user manuals, testing, warranties, and any and all other equipment required to complete installation of the unit. This price shall be full compensation for all labor, tools, materials, equipment, and incidentals necessary to complete the work.

The contract unit price shall be full compensation for all work specified in this section. Payment will be made under:

Pay Item	Pay Unit
730-26.09, PEDESTRIAN PUSHBUTTON WITH 15IN SIGN	EACH

G. CONNECTED VEHICLE (CV) EQUIPMENT

1. Description

General Requirements

Contractor shall furnish, install, configure, and test Connected Vehicle (CV) Road Side Units (RSU) field devices as shown on the Construction Plans for this project.

The following are general requirements.

1. RSU shall provide DSRC/C-V2X/Bluetooth technology and capabilities.
2. RSU shall be deployment grade electronic instruments that must be capable of both transmitting and receiving 5.x GHz RF paths for facilitating connected vehicle applications as well as receiving Discoverable and Non-Discoverable Bluetooth signals. Each unit shall include all components necessary for complete functionality of the unit. Types of proposed devices include RSU, and handheld units or referred to as Multi Channel Test Tool (MCTT).
3. RSU shall provide the latest certified and commercially available version of equipment with the latest firmware pre-installed.

The following are the required minimum qualifications for the Contractor for the installation and integration of the RSU. Written proof of the Contractor's ability to meet these requirements shall be submitted to TDOT for review and approval prior to any procurement of related materials and work related to the RSUs.

4. Experience providing equipment for and working on similar vehicle to infrastructure (V2I) tests or projects.
5. Experience working with USDOT's Affiliated Connected Vehicle Test Beds and Pilots.
6. Staff availability and resumes showing experience in similar V2I installation projects.
7. Experience working with Basic Safety Message standard SAE J2735_201603 and SAE J2945/1 latest version.
8. Ability to perform training and oversight for the installers and other staff.

The following standards and criteria shall be followed:

9. DSRC Message Set Dictionary – the SAE J2735_201603 Library for Basic Safety Message (BSM), Signal Phasing and Timing (SPaT), Map Data (MAP), and Traveler Information Message (TIM): https://www.sae.org/standardsdev/dsrc/
10. V2X Message Set Dictionary – the SAE J2735_202007 Library: https://www.sae.org/standards/content/j2735_202007/
11. Best Practices for Surveying and Mapping Roadway and Intersections for Connected Vehicles; Connected Vehicle Pooled Fund Study; May 15, 2016: http://escholarship.org/uc/item/4f88m75k#page-1
12. USDOT SPaT Documentation: www.itsforge.net
13. USDOT SCMS: http://www.its.dot.gov/pilots/pdf/SCMS_POC_EE_Requirements.pdf, or later
14. USDOT Intersection MAP and SPaT Tool: https://webapp2.connectedvcs.com/

15. TDOT's Dedicated Short Range Communication (DSRC) Statewide Guidance: https://www.tn.gov/content/dam/tn/tdot/traffic-engineering/TDOTDSRC_Final%20Report_version%201.0_Nov%202018.pdf

All materials specified in this section shall carry a minimum one-year manufacturer's warranty from the date of Final Acceptance against any imperfections in workmanship or materials. Warranties shall cover complete replacement at no charge for the equipment.

2. Materials

Road Side Unit (RSU)

Technology:

1. All devices offered shall be new and available for purchase from the awarded Vendor.
2. DSRC/C-V2X RSU shall be carrier grade.
3. DSRC two-way communication protocol shall employ and integrate the Institute of Electrical and Electronics Engineers (IEEE) 802.11p, 1609.0 through 1609.12 standards (latest edition) and the Society of Automotive Engineers (SAE) J2735_201603 message set dictionary. Simple Network Management Protocol (SNMP) shall be supported to interface with the TDOT ATMS software.
4. C-V2X two-way communication protocol shall employ and integrate the IEEE 1609.2 (latest edition), ETSI EN 302 571 (latest edition) and 3GPP, latest Release standards and the SAE J2735_201603 message set dictionary. Simple Network Management Protocol (SNMP) shall be supported to interface with the TDOT ATMS software.
5. The RSU C-V2X radio shall be upgradable to 5G.
6. The Bluetooth Radio shall be adjustable and support the communication with both Discoverable and Non-Discoverable signals.
7. The RSU shall support the capability to hook up a remote antenna that can be run a distance of at least 60' away from the base unit.
8. The RSU shall support an Internet Protocol (IP) iPv4 and iPv6 connection to the USDOT Security Credential Management System (SCMS).
9. The RSU shall support NIST and Brainpool Elliptic Curve Cryptography. The RSU shall also support the storage of at least 500 security keys through a V2X-embedded Hardware Security Module.
10. The RSU shall transmit the Signal Phasing and Timing (SPaT), Traveler Information Messages (TIMs), and intersection geometry (or MAP) messages as defined in SAE J2735_201603.
11. The RSU shall forward Basic Safety Messages (BSMs) received from passing vehicles to a configurable remote network host.
12. The RSU shall support Global Positioning System (GPS) as specified in the latest USDOT RSU Specification.
13. The RSU devices shall connect to an existing IP network via Ethernet. The RSU shall have at least 1 RJ-45 Ethernet port for network connection and support iPv4 and iPv6 address configuration dual stacked.
14. The RSU devices shall have software applications installed which will accept information from signal controllers to broadcast SPaT messages.
15. The RSU hardware shall be powered via Power over Ethernet (PoE) of at least PoE 802.3af.

16. Any additional enclosures required to accommodate supporting equipment shall be National Electrical Manufacturers Association (NEMA) rated with surge protection.
17. The RSU must include a Security Credential Management System (SCMS).

Material:

All equipment shall be new and constructed using the highest quality, commercially available components and techniques to assure high reliability and minimum maintenance. The Contractor shall submit, prior to installation, a complete set of shop drawings of all the equipment and components listed within these special provisions and included as part of the installation.

1. RSUs shall be compatible with the Iteris BlueARGUS platform to work cohesively with existing RSUs.
2. The RSU shall include 2 Omni-Directional Antennas for Bluetooth detection. The RSU shall also include a minimum of 2 external antenna mounting ports with antennas for DSRC/C-V2X broadcast with at least 1 additional mounting port for GPS antenna if external antenna is required for GPS support.
3. A NEMA TS2 AC/DC power supply for powering PoE unit shall be included.
4. Mounting brackets, mounting plates, and stainless-steel straps shall be included as needed for mounting.
5. Category 6, minimum, ethernet cable that is long enough to run between the RSU and ethernet switch shall be included.
6. UL 497B Listed, Series-connected surge protector with POE support for Ethernet Cable.

On Board Unit (OBU)

1. OBU shall transmit Basic Safety Message (BSM) and Pedestrian Safety Message (PSM) messages as defined by SAE J2945/1.
2. OBU shall receive and process BSM, PSM, SPaT, SRM, SSM, MAP, TIM, and provide applicable information to the driver/motorist.
3. OBU shall support both 10 MHz and 20 MHz channels in the 5.9 GHz DSRC band and properly communicate with RSUs.
4. OBU shall support C-V2X and properly communicate with RSUs.
5. OBU shall support and provide Global Positioning System (GPS) as specified in SAE J2945/1.
6. OBU shall be a "carry-in" device that is portable and intended for use in the vehicle but not permanently integrated into the vehicle system.
7. OBU shall be capable of being powered by in-vehicle electrical distribution systems.
8. Any additional enclosures required to accommodate supporting equipment for the OBU shall be National Electric Manufacturers Association (NEMA) rated with surge protection.
9. OBU shall be fully operational and configured to communicate with RSUs.

3. Installation

Road Side Unit (RSU)

1. Shall be installed in accordance with the manufacturer's recommendations.

2. The RSU must be installed in accordance with TDOT Dedicated Short Range Communication (DSRC) Statewide Guidance (latest version). As noted in this document:
    a. DSRC/C-V2X radio and components shall be installed per latest FCC standards and regulations.
    b. All conduits and ducts shall be sealed with a rubber fitting or a weather head.
    c. All mounting hardware shall be stainless steel.
    d. Bracket arm to be include as part of RSU pay item.
    e. The maximum height for mounting the RSU shall be 26' above the roadway surface.
    f. RSU shall be mounted in such a manner to achieve clear line of sight to the roadway for all intersection approaches.
    g. The final mounting location shall be approved by the Engineer prior to installation.
    h. The method and materials used to mount the RSU shall be submitted by the Contractor and approved by the Engineer prior to installation.
    i. Connect RSU to ethernet switch in signal cabinet using PoE cable as approved by the Engineer.
    j. RSU manufacturer representative shall be present during RSU equipment installation and set-up.
3. Per the FCC regulations the DSRC radio shall be mounted at a maximum height of 26' above the roadway surface before a maximum Equivalent Isotropically Radiated Power (EIRP) limitation occurs.
4. The RSU mounting offset from the desired structure should be such to maximize range of the device. For example: pole locations set further back from the roadway, should consider using a bracket arm (ex: 6'-18') for mounting the RSU. Pole locations that are behind guardrail near to the roadway, may use a standard L bracket arm for securing the RSU to the pole.
5. RSU mounting location shall be optimized to achieve clear line of sight to the roadway, free of radio frequency (RF) signal path interference from trees, bridges, overpasses and other structures.
6. The Contractor shall perform a site survey to confirm the most appropriate field location for each RSU.
7. DSRC/C-V2X spectrum coordination must be completed to assure all FCC regulatory requirements are met and to ensure no interference with other existing radio frequency (RF) signals is present.
8. An Ethernet signal booster shall be provided and installed if the length of the Ethernet cable connecting the RSU and the Equipment Cabinet is greater than 328'.
9. The Contractor shall install and configure the SCMS.
10. Shall be installed in accordance with the manufacturer's recommendations.
11. Shall be configured and integrated with the traffic signal cabinet and with other devices/equipment within the cabinet to provide successful operation.
12. Shall be configured to provide remote access from the Traffic Operations Center (TOC).
13. Contractor and/or manufacturer shall review the proposed location for each RSU as shown on the Construction Plans. If Contractor and/or manufacturer recommends a location that deviates from the Construction Plans, the Contractor shall coordinate with the Engineer to determine the final installation location for each RSU.
14. The RSU shall be configured to successfully transmit J2735 messages.
15. Contractor shall be responsible for obtaining the necessary Federal Communications Commission (FCC) licensure and/or approval for each RSU. Contractor shall provide documentation of FCC

licensure and/or approval to the Engineer, Knox County, and TDOT. The following information is anticipated to be required (but not limited to):

a. Site Name
b. Latitude (DD MM SS.SS)
c. Longitude (DD MM SS.SS)
d. Municipality
e. Site Elevation
f. Hardware Make/Model
g. Serial #
h. FCC ID #
i. Firmware Version
j. Structure Type
k. Structure Height (Above Road)
l. Mounting Height (Above Road)
m. Elevation Angle (degrees)
n. Service Channel
o. Antenna Make
p. Antenna Model
q. Antenna Gain (dBi)
r. Beamwidth (degrees)
s. Azimuth Beamwidth (degrees)
t. Max Power Output (dBm)
u. Max EIRP Power Output (dBm)

16. Contractor shall develop MAP and/or Geometric Intersection Description (GID) for each intersection approach, including (but not limited to):
    a. Ingress lanes drawn to 1000' or nearest signalized intersection, whichever is less
    b. Number of lanes
    c. Type of lane (e.g., left-turn, through, right-turn)
    d. Pedestrian signals
    e. Signal phase and pedestrian countdown (in seconds)
    f. Red Light Violation Warning
    g. Work Zone
    h. Speed Zone
17. Contractor shall configure the MAP for each RSU.
18. Contractor shall establish and fully configure a Security Credential Management System (SCMS) to provide each RSU with digital certificates to authenticate messages, and provide the ability to revoke certificates when warranted.
    a. Contractor shall coordinate with the Engineer, Knox County, and TDOT to establish a connection from the Knox County network to the INTEGRITY Security Services (ISS) SCMS server.
    b. Contractor shall be responsible for any fees and licenses required to provide Knox County with SCMS functionality for a minimum of three (3) years after successful completion of the Final System Acceptance Test.
    c. Contractor shall be responsible for enrolling each RSU in the SCMS and establishing normal operations for retrieving operational certificates.

19. The complete RSU shall carry a one-year manufacturer's warranty from the date of successful completion of the Final System Acceptance Test.

On Board Unit (OBU)

1. Shall be setup in accordance with the manufacturer's recommendations.
2. Shall be configured and integrated to provide successful operation with each RSU installed as part of this project.
3. Shall be connected to a vehicle as directed by the Engineer

4. Testing

Refer to the following requirements:
NOTE: Where "Road Side Unit (RSU)" is specified below, the requirements apply to "Road Side Unit (RSU)" and "On Board Unit (OBU)".

Manufacturer Testing

- The manufacturer of the Road Side Unit (RSU) shall have tested each unit to verify successful operation.
- Contractor shall provide the manufacturer test results that demonstrate satisfaction of the Road Side Unit (RSU) requirements.

Bench Test

- Bench Test shall be performed for each Road Side Unit (RSU).
- Before the testing occurs, Bench Test procedures and requirements shall be proposed by the Contractor and approved by the Engineer.

Field Acceptance Test

- Field Acceptance Test shall be performed for each Road Side Unit (RSU).
- Before the testing occurs, Field Acceptance Test procedures and requirements shall be proposed by the Contractor and approved by the Engineer.

Preliminary System Acceptance Test

- Refer to System Integration section.

Final System Acceptance Test

- Refer to System Integration section.

Method of Measurement

Road Side Unit (RSU) will be measured in units of each and shall include all labor, equipment, materials, installation, testing, and any incidental requirements to satisfy this document.
On Board Unit (OBU) will be measured in units of each and shall include all labor, equipment, materials, installation, testing, and any incidental requirements to satisfy this document.

Basis of Payment

The contract unit price shall be full compensation for all work specified in this section. Payment will be made under:

Pay Item	Unit
725-28.01 ROAD SIDE UNIT (RSU)	EACH
920-11.04 ON BOARD UNIT (OBU)	EACH

Road Side Unit (RSU) and On Board Unit (OBU) will be paid as follows:

1. Initial 40% of the contract unit price upon successful completion of Bench Test
2. Additional 30% of the contract unit price upon successful completion of Field Acceptance Test
3. Additional 20% of the contract unit price upon successful completion of Preliminary System Acceptance Test
4. Final 10% of the contract unit price upon successful completion of Final System Acceptance Test

H. VEHICLE DETECTION (360-DEGREE CAMERA)

1. Description

Contractor shall furnish, install, configure, and test Vehicle Detector (360-Degree Camera) units as shown on the Construction Plans for this project.

2. Materials

Refer to the following requirements:

Camera

- Shall provide a 360-degree view of the signalized intersection and all signalized intersection approaches.
- Shall provide vehicle presence detection for all signalized intersection approaches from one (1) camera.
- Shall support and deliver High Dynamic Range (HDR) video that at minimum delivers MJPEG color video images.
- Shall be capable of being powered by Power over Ethernet (PoE).
- Shall have a maximum power consumption of 55W.
- Shall be FCC Class A.
- Physical properties
    - Shall not exceed 8 pounds in weight.
    - Shall not exceed 18 inches (height) x 10 inches (diameter) for its physical dimensions.
- Operating conditions
    - Shall be capable of continuous operation over an ambient temperature range of -29°F to 165°F (-34°C to 74°C).
    - Shall be capable of continuous operation over a relative humidity range of 0% to 100%.
    - Shall maintain accurate performance in all weather conditions, including rain, freezing rain, dry snowfall, moist snowfall, wind, dust, and changes in temperature and light, including direct light on sensor at dawn and dusk, and including low-light situations.
    - Shall be waterproof and dust-tight.
- Shall be capable of operating as intended while incurring vibrations that range between 5 Hz and 25 Hz.
- Shall be capable of tracking vehicles entering, traveling through, and exiting the signalized intersection. Shall be capable of generating and providing vehicle turning movement counts as well as pedestrian crossing counts at the signalized intersection.

Processor:

- Shall provide the computer processing for the data and video sent by the camera.
- Shall work with the camera to provide vehicle presence detection for all signalized intersection approaches from one (1) camera.
- Shall be capable of rack-mount or shelf-mount installation within a cabinet.

- Shall be capable of the following detector I/O: TS1, TS2, or ATC interface.
- Shall provide the minimum connectivity:
  - One (1) USB 3.0
  - One (1) Wide Area Network (WAN)
  - One (1) Ethernet for 10/100/1000 Mbps
  - Three (3) Ethernet for 10/100/1000 Mbps with Passive POE
  - Built-in Cellular LTE Modem
- Shall support and deliver High Dynamic Range (HDR) video that at minimum delivers MJPEG color video images and/or H.264 color video images.
- Shall be capable of being powered by 120/240 VAC 50/60 Hz.
- Shall have a maximum power consumption of 55W.
- Shall be FCC Class A.
- Physical properties
  - Shall not exceed 18 pounds in weight.
  - Shall not exceed 10 inches x 14 inches x 4 inches for its physical dimensions.
- Operating conditions
  - Shall be rated NEMA TS2.
  - Shall be capable of continuous operation over an ambient temperature range of -29°F to 165°F (-34°C to 74°C).
  - Shall be capable of continuous operation over a relative humidity range of 0% to 95% non-condensing.
- Shall be capable of operating as intended while incurring vibrations that range between 5 Hz and 25 Hz.
- Shall be capable of tracking vehicles entering, traveling through, and exiting the signalized intersection. Shall be capable of generating and providing vehicle turning movement counts as well as pedestrian crossing counts at the signalized intersection.

Other Incidental Items:

- Cables and wires to provide wired connections between the camera and processor shall be considered incidental and should be approved by the manufacturer for use with the camera and processor.
- Mounting equipment to position the camera in an appropriate 3-axis location (including height above the traveled way, and lateral position) as recommended by the manufacturer shall be considered incidental and should be approved by the manufacturer for use with the camera.

3. Installation

Refer to the follow requirements:

Vehicle Detector (360-Degree Camera)

- The requirements for installation pertain to all components of the Vehicle Detector (360-Degree Camera), including but not limited to, the camera, the processor, and the other incidental items.
- Shall be installed in accordance with the manufacturer's recommendations. If the manufacturer's recommendations deviate from the Construction Plans, then Contractor shall communicate the proposed deviation to the Engineer, and only proceed with installation once approved by the Engineer.

- Shall be configured with the appropriate detection zones as shown on the Construction Plans for this project.
- Shall be configured and integrated with the traffic signal cabinet and with other devices/equipment within the cabinet to provide successful operation.
- Shall be configured to provide remote access from the Traffic Operations Center (TOC), without any additional one-time costs or recurring costs, including but not limited to, the ability for Knox County to view the video streams through a web portal that is hosted and maintained by the manufacturer.

4. Testing

Refer to the follow requirements:

Manufacture Testing
- The manufacture of the Vehicle Detector (360-Degree Camera) shall have tested each unit to verify successful operation.
- Contractor shall provide the manufacturer test results that demonstrate satisfaction of the Vehicle Detector (360-Degree Camera) requirements.

Bench Test
- Bench Test shall be performed for each Vehicle Detector (360-Degree Camera).
- Before the testing occurs, Bench Test procedures and requirements shall be proposed by the Contractor and approved by the Engineer.

Field Acceptance Test
- Field Acceptance Test shall be performed for each Vehicle Detector (360-Degree Camera).
- Before the testing occurs, Bench Test procedures and requirements shall be proposed by the Contractor and approved by the Engineer.

Preliminary System Acceptance Test
- Refer to System Integration section.

Final System Acceptance Test
- Refer to System Integration section.

5. Method of Measurement

Vehicle Detector (360-Degree Camera) will be measured in units of each and shall include all labor, equipment, materials, installation, testing, and any incidental requirements to satisfy SP725.

6. Basis of Payment

The contract unit price shall be full compensation for all work specified in this section. Payment will be made under:

Payment will be made under:

Pay Item	Pay Unit
730-13.14 VEHICLE DETECTOR (360-DEGREE CAMERA)	EACH
730-13.15 VEHICLE DETECTOR (TWO 360-DEGREE CAMERA)	EACH

I. SYSTEM INTEGRATION

1. Description

Contractor shall provide System Integration to configure all components and systems to provide complete operational capability and full functionality. Successful System Integration shall provide the following:

- Coordinate with Knox County IT personnel pertaining to the communications connection of traffic signals to Knox County fiber.
- Coordinate with Knoxville Utilities Board (KUB) or LCUB pertaining to the electrical service connection of traffic signals to KUB or LCUB power, respectively.
- Coordinate the configuration and integration of the new Advanced Transportation Controller (ATC) units within the traffic signal cabinets.
- Coordinate the configuration and integration of 15 traffic signals included within this project to provide cabinet door open alarms, with remote monitoring and notifications within the Transparity central software, and capable of providing notifications through SMS and email.
- Coordinate the configuration and integration of the vehicle detector (360-Degree Camera) to be accessible within the Transparity central software, and accessible through either vendor software or vendor web portal.
- Configure and integrate the Connected Vehicle (CV) equipment to be accessible within the Transparity central software, and accessible through either vendor software or vendor web portal.
- Configure and integrate the battery backup system to be accessible within the Transparity central software, and accessible through either vendor software or vendor web portal.
- Cost to update Knox County's existing Transparity software to include four (4) new intersections shall be included in this pay item.

2. Testing

Refer to the following requirements:

General

1. Contractor shall provide incidental testing necessary to perform System Integration as described above and below.

Preliminary System Acceptance Test

- Preliminary System Acceptance Test shall be performed for System Integration.
- Before the testing occurs, Preliminary System Acceptance Test procedures and requirements shall be proposed by the Contractor and approved by the Engineer.
- Preliminary System Acceptance Test shall include procedures to demonstrate successful System Integration as described in this section.

Final System Acceptance Test

- Final System Acceptance Test shall be performed for System Integration.
- Before the testing occurs, Final System Acceptance Test procedures and requirements shall be proposed by the Contractor and approved by the Engineer.

- Final System Acceptance Test shall include procedures to demonstrate successful System Integration as described in this section.

2. Measurement and Payment

System Integration will be measured on a lump sum basis and shall include all labor, equipment, materials, installation, testing, and any incidental requirements. The contract unit price shall be full compensation for all work specified in this section. Payment will be made under:

Pay Item	Description	Unit
725-24.51	SYSTEM INTEGRATION	LS

System Integration will be paid as follows:

- Initial 20% of the contract unit price upon successful completion of Field Acceptance Test
- Additional 60% of the contract unit price upon successful completion of Preliminary System Acceptance Test
- Final 20% of the contract unit price upon successful completion of Final System Acceptance Test

J. PROJECT ACCEPTANCE

1. Description

The requirements for Training, As-Built Plans, and Burn-In Period are established henceforth.

2. Training

Training for each specific component and pay item shall only occur following completion of the corresponding Stand Alone Test. Furthermore, all Training shall be completed before the Conditional System Acceptance Test may occur.
The Contractor shall provide training to Knox County for the following specific components and pay items, for the minimum timeframes:

- Vehicle Detector (360-Degree Camera), (minimum 4-hour training)
- Connected Vehicle (CV) Equipment, (minimum 4-hour training)
- Battery Backup System, (minimum 4-hour training)

The Contractor shall submit a detailed Training Plan to the Engineer for review and approval. The detailed Training Plan shall include, at a minimum, course agendas, detailed description of functions to be demonstrated, and a schedule.

The Contractor shall provide training for a minimum of ten (10) personnel, to be identified and determined by Knox County. All training shall include a complete demonstration of the configuration, operation capabilities, and maintenance requirements of each component in the system. The training shall also provide hands-on demonstration of all software configuration and functionality. The Contractor personnel that delivers the training shall possess qualifications that, at a minimum, satisfy the recommendation qualifications of the equipment manufacturer. If necessary, the Contractor shall provide a representative of the manufacturer to provide the training.

Knox County shall be responsible for coordinating and providing the venue for all training, and Knox County shall be responsible for determining whether the training shall occur in-person or virtually.

3. As-Built Plans

The Contractor shall provide As-Built Plans to the Engineer and Knox County. Furthermore, the As-Built Plans shall be prepared and approved before the Conditional System Acceptance Test (CSAT) Test may occur. There shall be a minimum of three (3) deliverables for the As-Built Plans:

- As-Built Plans, in PDF format
- Geographic Information System (GIS) database, in *.shp format
- System Equipment Inventory, in Microsoft Access or Microsoft Excel format

At all times, the Contractor shall maintain an updated version of these three (3) deliverables, which shall be made available for review upon request by the Engineer.

As-Built Plans
The following requirements pertain to the As-Built Plans:

- Shall be provided in PDF format.
- The Contractor shall use the PDF file of the Construction Plans, and provide markups created using digital entries within the PDF file.
- All materials, devices, and infrastructure included in this project shall be included with the as-built GPS coordinates.
- The Contractor shall use a hand-held GPS device to determine the GPS coordinates (in a format approved by the Engineer) for all materials, devices, and infrastructure included in this project. The GPS coordinates shall have an accuracy within 1 foot (i.e. 12 inches) of the data point location.

GIS Database

The following requirements pertain to the GIS Database:

- Shall be provided in GIS format, specifically *.shp format.
- The Contractor shall prepare a new *.shp file, or modify a *.shp file provided by the Engineer, as directed by the Engineer.
- All materials, devices, and infrastructure included in this project shall be included with the as-built GPS coordinates.
- The Contractor shall use a hand-held GPS device to determine the GPS coordinates (in a format approved by the Engineer) for all materials, devices, and infrastructure included in this project. The GPS coordinates shall have an accuracy within 1 foot (i.e. 12 inches) of the data point location.

System Equipment Inventory

The following requirements pertain to the System Equipment Inventory:

- Shall be provided in Microsoft Access or Microsoft Excel format.
- Shall include GPS coordinate information from the As-Built documentation.
- At a minimum, the System Equipment Inventory shall include the following information about each equipment component:
    a. Device/equipment item name
    b. Pay item number
    c. Location (station and device ID)
    d. Sheet number in Construction Plans
    e. GPS coordinates
    f. Make, model, and manufacturer part number
    g. Serial number
    h. Revision ID
    i. Firmware ID
    j. Purchase date
    k. Installation date
    l. Manufacturer contact information

4. Burn-In Period

Following the Engineer's delivery that notifies the Contractor of a successful Conditional System Acceptance Test (CSAT) Test, the Burn-In Period may commence. The following requirements pertain to the Burn-In Period:

- The duration of the Burn-In Period shall be 90 calendar days, during which the entire system must successfully operate to satisfy the requirements within the Construction Plans and this document.
- The Engineer and Knox County shall observe the entire system to determine that all components successfully operate.
- The Engineer and Knox County shall have discretion to determine a failure.
- Failure shall be defined as when any component or the system is not successfully operating functioning to satisfy the requirements within the Construction Plans and this document.
- If failures are observed by the Engineer or Knox County, the Contractor shall be notified.
    - Within four (4) hours of being notified of a failure, the Contractor shall acknowledge receipt of the failure notification.
    a. Within 48 hours of being notified of a failure, the Contractor shall repair/correct the failure to return the failed component and/or system to successful operation.
    b. If the Contractor does not fulfill the above responsibilities, the Burn-In Period shall be paused until successful operation is restored to the satisfaction of the Engineer.
- If one (1) failure occurs within 30 calendar days on any component, the Burn-In Period shall be paused until successful operation is restored to the satisfaction of the Engineer, at which time the Burn-In Period shall resume with no time addition to the duration of the Burn-In Period.
- If two (2) failures of like nature occur within 30 calendar days on the same component, the Burn-In Period shall be paused until successful operation is restored to the satisfaction of the Engineer, at which time the Burn-In Period shall resume with a 14-calendar day addition to the duration of the Burn-In Period.
- If three (3) or more failures of like nature occur within 30 calendar days on the same component, the Burn-In Period shall be terminated. The Contractor shall repair or replace the component to restore successful operation to the satisfaction of the Engineer, at which time the entire Burn-In Period shall restart from the beginning.
- During the Burn-In Period, the Contractor shall maintain a "Burn-In Period log" that contains all failure notifications received from the Engineer and Knox County. Each failure notification shall include the date received, information regarding the failure, corrective action taken by the Contractor, and the date successful operation was restored to the satisfaction of the Engineer. The Contractor shall provide the "Burn-In Period log" to the Engineer upon request.
- The Burn-In Period shall be considered complete upon the successful completion of the Burn-In Period timeframe and the Engineer's review and approval of the "Burn-In Period log".

5. Measurement and Payment

Training shall include all labor, equipment, materials, installation, testing, and any other incidental requirements. Training will be included in the cost of System Integration (Item Number 725-28.20) and will not be measured separately for payment. 1. Refer to the System Integration section of this document.

As-Built Plans shall include all labor, equipment, materials, installation, testing, and any other incidental requirements. As-Built Plans will be included in the cost of Construction Stakes, Lines and Grades (Item Number 105-01) and will not be measured separately for payment. 1. Refer to the System Integration section of this document.

Burn-In Period shall include all labor, equipment, materials, installation, testing, and any other incidental requirements. Burn-In Period will be included in the cost of System Integration (Item Number 725-28.20) and will not be measured separately for payment.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/08/2025

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	CONTACT NAME: Becky Henson
TIS Insurance Services, Inc. 1900 N. Winston Rd. Suite 100 Knoxville TN 37919	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: bhenson@tisins.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Progression Electric, LLC P O Box 9606 2823 Thorngrove Pike Knoxville TN 37940	INSURER A: The Phoenix Insurance Company	25623
	INSURER B: Travelers Indemnity Co	25658
	INSURER C: Travelers Property Casualty Company of America	25674
	INSURER D: Travelers Comml Casualty Company	40282
	INSURER E: Hanover Insurance Company	22292
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 25 General/Install Floate **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:	Y		CO3F645782PHX	01/01/2025	01/01/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		BA2L9677132526G	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist	$ 1,000,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP8H9002182526	01/01/2025	01/01/2026	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB9J5948672526G	01/01/2025	01/01/2026	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Installation Floater			RH5D07151808	01/01/2025	01/01/2026	Jobsite Limit	$509,000
							In-Transit Limit	$509,000
							Temporary Storage Limit	$509,000

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

BID #3657 - Advanced Traffic Management System ATMS - Phase 2. The certificate holder is additional insured with respect to general liability and automobile liability as required by written contract per policy form # CGD2460419 & CAT3530215.

CERTIFICATE HOLDER

Knox County Procurement Division
1000 N Central Avenue
Knoxville TN 37917

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury " or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless and specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses;

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BROAD FORM NAMED INSURED**

B. **BLANKET ADDITIONAL INSURED**

C. **EMPLOYEE HIRED AUTO**

D. **EMPLOYEES AS INSURED**

E. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

F. **HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

G. **WAIVER OF DEDUCTIBLE – GLASS**

H. **HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

I. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

J. **PERSONAL PROPERTY**

K. **AIRBAGS**

L. **NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

M. **BLANKET WAIVER OF SUBROGATION**

N. **UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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AFFIDAVIT OF COMPLIANCE

IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL

Comes James Wise, for and on behalf of
(Printed name of Principal Officer of Company)

Progression Electric LLC, (the "Company") and, after being duly authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

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.

Signature

Title: President

Sworn to and subscribed before me, a Notary Public, this 8th day of May, 2025

Notary Public
My Commission Expires:
5/3/25

AMY M. WISE
STATE OF TENNESSEE
NOTARY PUBLIC
KNOX COUNTY

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by construction contractor with 5 or more employees)

I, James Wise, president or other principal

Officer of Progression Electric 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.

President or Principal Officer

For: Progression Electric LLC
Name of Company

STATE OF TENNESSEE }
COUNTY OF Knox }

Subscribed and sworn before me by James Wise,

President or principal officer of Progression Electric LLC

On this 8th day of May 2025.

Notary Public

AMY M. WISE
STATE OF TENNESSEE
NOTARY PUBLIC
KNOX COUNTY

My Commission expires: 5/3/25

KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3657

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
		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	
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000.00	
		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-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT AUTOMOBILE. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

22. THE 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 AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE.

AGENCY NAME: TIS Insurance Services, Inc. **AUTHORIZING SIGNATURE:** _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: Progression Electric LLC **AUTHORIZING SIGNATURE:** _____

RLA-17501 **R-25-7-501**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Rachael Crigger, COMMUNITY DEVELOPMENT

Department: COMMUNITY DEVELOPMENT

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the Substantial Amendments to Knox County's 2020-2024 Consolidated Plan and the Annual Action Plans of Program Years (PY) 2020, (PY) 2021, and (PY) 2024 for various project and program related activities and allocations benefiting low-to-moderate income persons of Knox County. (Federally funded through U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant CARES Act (CDBG-CV), HOME American Rescue Plan (HOME-ARP), and Community Development Block Grant (CDBG) funds). (No Local Match Required)
(Community Development)

Attachments

Resolution

Substantial Amendments

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING THE SUBSTANTIAL AMENDMENTS TO KNOX COUNTY'S 2020-2024 CONSOLIDATED PLAN AND THE ANNUAL ACTION PLANS OF PROGRAM YEARS (PY) 2020, (PY) 2021, AND (PY) 2024 FOR VARIOUS PROJECT AND PROGRAM RELATED ACTIVITIES AND ALLOCATIONS BENEFITING LOW-TO-MODERATE INCOME PERSONS OF KNOX COUNTY. (FEDERALLY FUNDED THROUGH U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT (CDBG-CV), HOME AMERICAN RESCUE PLAN (HOME-ARP), AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS). (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-25-7-501**

REQUESTED BY: **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 previously approved Knox County's HUD-approved 2020-2024 Consolidated Plan; and

WHEREAS, Substantial Amendments to the 2020-2024 Consolidated Plan and the Annual Action Plans of Program Years (PY) 2020, (PY) 2021, and (PY) 2024 within the Consolidated Plan are necessary for various project and program related activities and allocations benefiting low-to-moderate income persons in Knox County, as further detailed in the attached Substantial Amendments.

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

The Knox County Commission hereby approves the Substantial Amendments to Knox County's 2020-2024 Consolidated Plan and the Annual Action Plans of Program Years (PY) 2020, (PY) 2021, and (PY) 2024 for various project and program related activities and allocations benefiting low-to-moderate income persons of Knox County, as further detailed in the Substantial Amendments document attached hereto and incorporated herein by reference.

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 Grants and Community Development Substantial Amendments

2020 – 2024 Consolidated Plan Substantial Amendment

The Substantial Amendment to the Program Year (PY) 2020 Annual Action Plan within Knox County's HUD-approved 2020 – 2024 Consolidated Plan address Community Development Block Grant CARES Act (CDBG-CV) projects. CDBG-CV funds are utilized to address public service needs that were exacerbated by the COVID-19 pandemic.

Knox County will re-allocate unused funds in the amount of $64,804.57 to Sacred Ground Hospice Care. Sacred Ground provides low-moderate income individuals with the end-of-life care they would not normally have been able to afford.

2020 AP-35 Projects

The following COVID-19 related project is proposed to be funded. The associated activity will meet HUD's National Objective to benefit low-and-moderate income persons.

Project	CDBG-CV Allocation	National Objective	CDBG Matrix Code
Sacred Ground Hospice Care End-of-life care for low-to-moderate income persons.	Adding $64,804.57 for a total of $169,803.57	LMC	05M Health Services

2021 Annual Action Plan Substantial Amendment

The Substantial Amendment to Knox County's HUD-approved PY 2021 Annual Action Plan addresses the County's HOME American Rescue Plan (HOME-ARP) Allocation. HOME-ARP provides funding to reduce homelessness and increase housing stability across the country.

Knox County will amend its PY 2021 Annual Action Plan to establish the *HOME-ARP* project to provide programs and services in accordance with its HOME-ARP Allocation Plan. In addition to the amendment, an updated Allocation Plan will be uploaded reflecting an increase of $1,764 in funding due to an incorrect formula allocation.

2021 AP-35 Projects

The following HOME-ARP project is proposed to be established. The forthcoming activities meet HUD's National Objective to benefit low-and-moderate income persons.

Project	Allocation	National Objective	CDBG Matrix Code
HOME-ARP Programs and Services for qualifying populations.	$1,324,322	LMC	Various

2024 Annual Action Plan Substantial Amendment

The Substantial Amendment to Knox County's HUD-approved PY 2024 Annual Action Plan addresses improving the quality of existing housing stock in the County.

Knox County will cancel the PY 2024 CDBG funded *Infrastructure for Affordable Housing* project due to the project receiving funding from another source. The PY 2024 resources for the project, in the amount of $310,000, will be reallocated Knox County Home Rehabilitation Program. Home rehabilitation activities improve the conditions of existing housing stock occupied by low-to-moderate-income households. This reallocation has been documented in the proposed PY 2025 Annual Action Plan.

2025 AP-35 Projects

The following project is proposed to be funded. The forthcoming activities meet HUD's National Objective to benefit low-and-moderate income households.

Project	Allocation	National Objective	CDBG Matrix Code
Provide Home Rehabilitation Assistance	$310,000	LMH	14A- Rehab, Single-Unit Residential

RLA-17502 **R-25-7-502**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Rachael Crigger, COMMUNITY DEVELOPMENT

Department: COMMUNITY DEVELOPMENT

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Amendment No. Two to the Agreement with Sacred Ground Hospice House for end-of-life hospice care to under/uninsured persons of Knox County, subject to the U.S. Department of Housing and Urban Development's (HUD) approval, which amendment extends the term of the agreement to June 30, 2026 and provides additional CDBG-CV funds in the amount of $64,804.57 for a total of $114,562.57. (Federally funded through HUD's Community Development Block Grant CARES Act (CDBG-CV) funds). (No Local Match Required)
(Community Development)

Attachments

Resolution

Amendment Two Agreement Sacred Ground Hospice House

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AMENDMENT NO. TWO TO THE AGREEMENT WITH SACRED GROUND HOSPICE HOUSE FOR END-OF-LIFE HOSPICE CARE TO UNDER/UNINSURED PERSONS OF KNOX COUNTY, SUBJECT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S (HUD) APPROVAL, WHICH AMENDMENT EXTENDS THE TERM OF THE AGREEMENT TO JUNE 30, 2026 AND PROVIDES ADDITIONAL CDBG-CV FUNDS IN THE AMOUNT OF $64,804.57 FOR A TOTAL OF $114,562.57. (FEDERALLY FUNDED THROUGH HUD'S COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT (CDBG-CV) FUNDS). (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-25-7-502**

REQUESTED BY: **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, by means of Resolution R-24-3-501, the Knox County Commission approved an Agreement with Sacred Ground Hospice House to provide $19,758.00 in CDBG-CV program funds for end-of-life hospice care for under/uninsured individuals ("Contract No. 24-133"); and

WHEREAS, by means of Resolution R-24-8-501, the Knox County Commission approved Amendment No. One to Contract No. 24-133 to provide additional CDBG-CV program funds in the amount of $30,000.00 for Sacred Ground Hospice House; and

WHEREAS, subject to U.S. Department of Housing and Urban Development's (HUD) approval, Knox County desires to enter into Amendment No. Two to Contract No. 24-133 with Sacred Ground Hospice House to extend the term of the contract to June 30, 2026 and provide additional CDBG-CV program funds in the amount of $64,804.57 for a total of $114,562.57, as further detailed in the attached proposed amendment.

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

Amendment No. Two to Contract No. 24-133 with Sacred Ground Hospice House for end-of-life hospice care for under/uninsured individuals 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, that Amendment No. Two to Contract No. 24-133 with Sacred Ground Hospice House for end-of-life hospice care for under/uninsured individuals 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**

AMENDMENT NO. TWO TO
CONTRACT NO. 24-133
AGREEMENT BETWEEN
KNOX COUNTY
AND
SACRED GROUND HOSPICE HOUSE

This Amendment No. Two to the Agreement by and between **KNOX COUNTY**, hereinafter referred to as the "**County"**, and **SACRED GROUND HOSPICE HOUSE,** a nonprofit corporation hereinafter referred to as "**Awardee"** and which is located at 1120 Dry Gap Pike, Knoxville, Tennessee 37918.

WITNESSETH

WHEREAS, the County and Awardee have previously entered into a certain Agreement designated Knox County Contract No. 24-133 (CFDA 14.218) on April 3, 2024 for the operation of Sacred Ground Hospice House.

WHEREAS, the County and Awardee desire to amend their Agreement as hereinafter provided:

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the County and Awardee agree to amend their Agreement as follows:

1. SECTION B, "SCOPE OF WORK,", NUMBER 2 shall be and is hereby modified to read, "The County will provide to Awardee **ONE HUNDRED FOURTEEN THOUSAND FIVE HUNDRED SIXTY-TWO DOLLARS AND 57/100 ($114,562.57)** in CDBG Coronavirus (CDBG-CV) for the operation of Sacred Ground Hospice House.

2. SECTION C, "TERM OF CONTACT," shall be and is hereby modified to read, "The term of this Agreement shall be March 1, 2024 through June 30, 2026. Awardee will make every effort to ensure that all goals of this Public Service project are completed no later than the 30th day of June, 2026. Should any unforeseen circumstances arise, the contract may be extended to September 30, 2026, but only with approval of Knox County Community Development.

   Timely completion of the work specified in this Agreement is an integral and essential part of performance. The expenditure of CDBG Coronavirus (CDBG-CV) funds is subject to Federal deadlines and could result in the loss of the Federal funds. Failure to meet these deadlines may result in cancellation of this contract and the revocation of CDBG Coronavirus (CDBG-CV) funds.

3. SECTION D, "COMPENSATION AND REIMBURSEMENT OF EXPENSES", NUMBER 1, shall be and is hereby modified to read, "It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **ONE HUNDRED FOURTEEN THOUSAND FIVE HUNDRED SIXTY-TWO DOLLARS AND 57/100 ($114,562.57)**. Project expenses paid to Awardee are provided through the CDBG Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements". Project expenses shall be paid based on vouchers for actual expenses

incurred or paid. Requests for payment must be submitted by Awardee on agency letterhead with adequate and proper documentation of eligible cost incurred in compliance with 2 CFR Part 200 and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance with the approved project budget schedule, Appendix C. Requests to adjust line items will be considered on a case-by-case basis and require approval from the Knox County Grants and Community Development (KCGCD) Department prior to invoicing. Knox County Grants and Community Development has the discretion to amend the budget line items outlined in Appendix C, or performance measurements outlined Appendix B, by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. A budget amendment and approval shall be required prior to payment of any expenses not conforming to the approved project budget found in Appendix C.

4. Delete the original Appendix B to the Contract in its entirety and replace it with the Appendix B attached hereto.

5. Delete the original Appendix C to the Contract in its entirety and replace it with the Appendix C attached hereto.

Except as hereby modified, all other terms and conditions of the original Agreement shall remain in full force and effect.

In witness whereof, the parties hereto have caused this Amendment No. Two to Contract No. 24-133 (CFDA 14.218) to be executed in one original as of the latest date written below.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
COUNTY MAYOR

SACRED GROUND HOSPICE HOUSE

BY: _____ DATE: _____
CINDY BRADLEY
FOUNDER

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX B- SACRED GROUND HOSPICE HOUSE
PERFORMANCE MEASUREMENTS

OUTCOME/OBJECTIVE:

Awardee performs a public service activity that is funded to provide end-of-life hospice care to uninsured and underinsured Knox County residents.

PERFORMANCE INDICATORS:

Number of individuals receiving residential treatment _____

GOALS, OBJECTIVES AND TASKS

The County will provide **$114,562.57** from CDBG Coronavirus (CDBG-CV) funds to Awardee for the coordination of medical services for 25 individuals. Individuals served may be at a higher risk for contracting the coronavirus or have been negatively impacted as a result of the COVID-19 pandemic. Awardee will operate this activity for individuals who do not have the insurance or financial means to pay for end-of-life care; which meets the increased demand for services since the onset of the pandemic. Assistance may only be provided to low- and moderate-income individuals residing within Knox County, outside the boundaries of the City of Knoxville and the Town of Farragut.

The following specific data will be required for reporting monthly and annually:

- Amount of money leveraged (from other Federal, state and private resources);
- Income levels of persons assisted by 30, 50, or 80 percent of area median income, adjusted for family size;
- Race and ethnicity; and
- Female headed and elderly households.

Duplicative Assistance Not Allowed: To the extent feasible, Awardee must ensure that any assistance provided is not duplicative of any other federally, funded assistance provided to the household. Applicants can self-attest that duplicative assistance has not been received and the Awardee should have processes in place to review and confirm that duplicative assistance is not provided.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

APPENDIX C -SACRED GROUND HOSPICE HOUSE
PROGRAM BUDGET

PROGRAM BUDGET ITEM	CDBG-CV PROGRAM AWARD AMOUNT
Direct Client Services	$114,562.57
TOTAL PROGRAM OPERATING COSTS SUBTOTAL	**$114,562.57**
PROGRAM BUDGET TOTAL NOT TO EXCEED	**$114,562.57**

RLA-17429 **R-25-7-601**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Melinda Goodman, HEALTH DEPARTMENT

Department: HEALTH DEPARTMENT

Requires Expenditure of Funds: YES Funded in Current Budget: NO

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract in the amount not to exceed $93,720.00 with the Tennessee Department of Health for the provision of Viral Hepatitis Program Services for the period beginning July 1, 2025 and ending June 30, 2026. (No local match required)
(Health Department)

Attachments

Resolution

Grant for VH Services

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A GRANT CONTRACT IN THE AMOUNT NOT TO EXCEED $93,720.00 WITH THE TENNESSEE DEPARTMENT OF HEALTH FOR THE PROVISION OF VIRAL HEPATITIS PROGRAM SERVICES FOR THE PERIOD BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026. (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-25-7-601**

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 State of Tennessee, Department of Health for the provision of Viral Hepatitis Program Services for the period beginning July 1, 2025 and ending June 30, 2026; and

WHEREAS, under the terms of the proposed grant contract, the Knox County Health Department will receive the amount not to exceed $93,720.00 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 Viral Hepatitis Program 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 Viral Hepatitis Program 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
July 1, 2025	June 30, 2026	34349-94026	

Grantee Legal Entity Name	Edison Vendor ID
The Government of Knox County dba Knox County Health Department	2830

Subrecipient or Recipient	Assistance Listing Number
☐ Subrecipient ☒ Recipient	**Grantee's fiscal year end** June 30

Service Caption (one line only)

Viral Hepatitis Services

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026	$93,720.00				$93,720.00
TOTAL:	**$93,720.00**				**$93,720.00**

Grantee Selection Process Summary

☐ Competitive Selection	
☒ Non-competitive Selection	Annual grants to Metro Health Departments.

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)
HI00017617	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 Viral Hepatitis Program Services, 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. Acute Viral Hepatitis - the early stage of viral infection of the liver caused by one of three different hepatitis viruses (A, B, or C). Signs and symptoms of early (or acute) viral hepatitis include yellowing of the skin or eyes (jaundice), abdominal pain, vomiting, nausea, diarrhea, malaise, grey-colored stools, or dark urine. For hepatitis B virus and hepatitis C virus, acute infection can lead to chronic viral hepatitis infection.

b. Adult – any individual aged 18 and older.

c. Centers for Disease Control and Prevention (CDC) – a division of the U.S. Department of Health and Human Services.

d. Confidential - any Service Recipient who has indicated within that they would not like to be contacted.

e. Chronic Viral Hepatitis - a long-term illness that occurs when hepatitis B virus or hepatitis C virus remains in a person's body. Chronic viral hepatitis infection can last a lifetime and lead to serious liver problems, including cirrhosis (scarring of the liver) or liver cancer.

f. Hepatitis B Virus (HBV) - a double-stranded deoxyribonucleic acid (DNA) virus in the family Hepadnaviridae and genus Orthohepadnavirus that impacts the liver. It is most commonly transmitted by sexual contact but can also be transmitted by contact with other body fluids. It is a bloodborne pathogen and vaccine preventable.

g. Hepatitis C Virus (HCV) - an enveloped, ribonucleic acid (RNA) virus in the family Flaviviridae and genus Hepacivirus that impacts the liver. It is most commonly transmitted by blood-to-blood contact. It is a bloodborne pathogen and is not vaccine preventable.

h. Human Immunodeficiency Virus (HIV) – an enveloped, ribonucleic acid (RNA) virus in the family Retroviridae and genus Lentivirus that weakens a person's immune system by destroying the white blood cells that fight infection. It is most commonly transmitted by sexual contact but can also be transmitted by contact with other body fluids. It is a bloodborne pathogen and is not vaccine preventable.

i. Tennessee Department of Children's Services (DCS) – a Tennessee public child welfare agency who establishes statewide standards of performance that reflect best practices for child welfare.

j. Viral Hepatitis - an infection that causes liver inflammation and damage.

k. Viral Hepatitis Program Navigator (VHPN) - are involved in a thorough process of client engagement and care coordination, including: identifying, engaging, referring, and documenting HCV and HBV program clients

A.3. Service Goals. The goal of the State Viral Hepatitis Program is to implement and coordinate activities and services related to prevention, testing, diagnosis, surveillance, and linkage to treatment and other supportive services.

A.4 Service Recipients (Clients). Individuals testing HCV RNA-positive at local health department and residing in the Grantee's geographic boundaries (which can be identified here: public health region(s)); and individuals living with HCV who had a recent live birth and residing in the Grantee's geographic boundaries. If Client is assigned to you and does not reside in your geographical boundaries, please coordinate with the navigator responsible for that area. If the Client assigned to you resides out of state, email the client ID to VH.Health@tn.gov so the Client can be removed from your queue.

A.5. Service Description. The Grantee shall use the grant funds to implement and coordinate activities related to Viral Hepatitis services along the care continuum as follows:

a. The Grantee agrees to provide Viral Hepatitis Case Navigator (VHCN) services listed below in accordance with the State Viral Hepatitis Program and as outlined in the Tennessee Department of Health's Viral Hepatitis Program Navigator Training Manual. Necessary data sharing will occur via REDCap, a secure platform. Additional information regarding REDCap can be found here: https://redcap.health.tn.gov/redcap/.

(1) Development of a region-specific provider directory (detailing HCV, mental health, and substance use disorder treatment providers within a reasonable travel distance of the Grantee's geographic boundaries) and update directory quarterly (January, April, July, October). All directories should be in the format created in 2020, adhere to the directory formatting and expectations, and require minimal editing;
(2) Send updated directory to Central Office Director of Prevention and Clinical Services for review and inclusion on SharePoint quarterly (January, April, July, October);
(3) Refer non-Confidential Adults testing HCV RNA-positive in health departments residing in Grantee's geographic boundaries, as indicated in a queue populated weekly by the State, to treatment or other services (e.g., mental health services, substance use disorder treatment) based on Service Recipient-centered goals.
(4) If Service Recipient resides outside of Grantee's geographic boundaries, then follow guidance outlined in A.4;
(5) Make contact attempts for at 100% of Service Recipients identified for navigation to include two phone call and/or text message attempts on different days/times and a "No Contact Letter" (unless prior approval received Director of Viral Hepatitis Prevention and Clinical Services to follow a different process);
(6) Document all Service Recipient contact attempts (phone call, text message, letter) and referrals provided by the State as outlined by the Director of Viral Hepatitis Prevention and Clinical Services;
(7) Utilize only State Viral Hepatitis Program-approved packets, letters, and directories and send only information relevant to what was verbally discussed with Service Recipient;
(8) Participate in monthly quality assurance calls with Director of Viral Hepatitis Prevention and Clinicals Services or VHCN Lead to review reports submitted to the State;
(9) Participate in yearly site visits with Director of Viral Hepatitis Prevention and Clinical Services and Viral Hepatitis Program Director to review scopes;
(10) Attend and participate on all Central Office Viral Hepatitis Program webinars;
(11) Participate in VHCN trainings as scheduled.

b. The Grantee agrees to provide perinatal HCV virus navigation services listed below in accordance with the State Viral Hepatitis Program.

(1) Refer non-Confidential Adults (see service definition of confidential and adults in A.2.b and A.2.d.) living with HCV-infection who had a recent live birth residing in the Grantee's geographic boundaries (regardless of where tested), populated weekly by the State in the navigator queue, to HCV treatment or other services (e.g., mental health services, substance use disorder treatment) based on Service Recipient-centered goals. Discuss infant HCV testing recommendations with birth parent or DCS contact if child is not in custody of birth parent. If Service Recipient resides outside of Grantee's geographic boundaries, then follow guidance outlined in A.4;
(2) For 100% of Service Recipients populated in navigator queue, verify address and phone number information utilizing available resources prior to contacting Service Recipient;
(3) Make contact attempts for 100% of Service Recipients identified for navigation to include two phone call and/or text message attempts on different days/times and a No Contact Letter (unless prior approval received from Director of Viral Hepatitis Prevention and Clinical Services to follow a different process);
(4) Document all Service Recipient contact attempts (phone call, text message, letter) and referrals provided as outlined by the Director of Viral Hepatitis Prevention and Clinical;
(5) For 100% of infants populated in navigator queue, verify custody via available resources, for infants in foster care, coordinate with appropriate DCS Nurse Consultant to ensure guardian receives HCV infant testing information; document nurse information and report to State as directed by Director of Viral Hepatitis Prevention and Clinical Services;
(6) Ensure 100% of infants populated in navigator queue are followed longitudinally to ensure appropriate antenatal diagnostic HCV testing; document and report longitudinal contact attempts concluding when infant HCV testing completed;
(7) Utilize only State Viral Hepatitis Program-approved packets, letters, and directories and send only information relevant to what was verbally discussed with Service Recipients;
(8) Participate in monthly quality assurance calls with Viral Hepatitis Perinatal Hepatitis C Coordinator to review reports;
(9) Participate in yearly site visits with Director of Viral Hepatitis Prevention and Clinical Services and Viral Hepatitis Program Director to review scopes;
(10) Attend and participate on all Central Office Viral Hepatitis Program webinars;
(11) Participate in trainings as scheduled.

c. The Grantee agrees to provide viral hepatitis prevention services listed below in accordance with the State Viral Hepatitis Program.

(1) Refer non-Confidential Adults testing HCV anti-HCV positive, RNA-negative in health departments or reporting a history of substance use or incarceration and residing in Grantee's geographic boundaries, as indicated in a queue populated weekly by the State, to harm reduction services (e.g., mental health services, substance use disorder treatment) based on Service Recipient-centered goals. If Service Recipient resides outside of Grantee's geographic boundaries, then follow guidance outlined in A.4;
(2) For 100% of Service Recipients populated in navigator queue, verify address and phone number information utilizing available resources prior to contacting Service Recipient;
(3) Make contact attempts for 100% of Service Recipients identified for navigation to include two (2) phone call and/or text message attempts on different days/times and one (1) No Contact Letter (unless prior approval received from Director of Viral Hepatitis Prevention and Clinical Services to follow a different process);

(4) Document all Service Recipient contact attempts (phone call, text message, letter) and referrals provided as outlined by the Director of Viral Hepatitis Prevention and Clinical;
(5) Utilize only State Viral Hepatitis Program-approved packets, letters, and directories and send only information relevant to what was verbally discussed with Service Recipients;
(6) Participate in monthly quality assurance calls with Viral Hepatitis Community Outreach Coordinator to review reports;
(7) Participate in yearly site visits with Director of Viral Hepatitis Prevention and Clinical Services and Viral Hepatitis Program Director to review scopes;
(8) Attend and participate on all Central Office Viral Hepatitis Program webinars;
(9) Participate in trainings as scheduled.

d. The Grantee agrees to provide navigation services for any other population identified as a priority by the State Viral Hepatitis Program.

e. The Grantee agrees to seek approval, in writing, from the Director of Viral Hepatitis Prevention and Clinical Services and the Viral Hepatitis Program Director of any assignments outside of those defined in this document and ahead of accepting assignments.

A.6. 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. Viral Hepatitis NBS User Guide, provided by the state upon request; and

c. Programmatic Navigators Training Manual, provided by the state upon request.

A.7. 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.8. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

A.9. Inspection and Acceptance. Acceptance of the work outlined above will be made by the State or Its authorized representative through reports, teleconferences, site visits and/or other periodic reviews. The Grantor State Agency will make the final determination in terms of acceptance of the work being performed under this Grant Contract.

A.10. State Data Use. The 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. 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."

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2025 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("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 Ninety-Three Thousand, Seven Hundred Twenty Dollars ($93,720.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment 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:

Invoices.HIV@tn.gov Rosanna.R.Lape@tn.gov

a. Each invoice (**Attachment 2**) 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: Tennessee 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 3**)

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:

Shamia Roberts, BSN, RN
Viral Hepatitis Program Director
Andrew Johnson Tower, 6th Floor, HIV/STI/Viral Hepatitis
710 James Robertson Parkway
Nashville, TN 37243
Email: Shamia.Roberts@tn.gov
Phone: 615-517-0723

The Grantee:

Kevin Parton, Senior Director
The Government of Knox County dba Knox County Health Department
140 Dameron Avenue
Knoxville, Tennessee 37917
Email Address: Kevin.Parton@knoxcounty.org
Telephone#: (865) 215-5273

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 4** 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 in 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. 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.6. 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 #5.

(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,

KNOX COUNTY HEALTH DEPARTMENT:

KEVIN PARTON, SENIOR DIRECTOR **DATE**

THE GOVERNMENT OF KNOX COUNTY:

GLENN JACOBS, MAYOR OF KNOX COUNTY **DATE**

APPROVED AS TO FORM: CONTRACT #:

JESSICA JERNIGAN-JOHNSON, DEPUTY LAW DIRECTOR **DATE**

TENNESSEE DEPARTMENT OF HEALTH:

RALPH ALVARADO, MD, FACP, COMMISSIONER **DATE**

ATTACHMENT 1

GRANT BUDGET

(BUDGET PAGE 1)

Knox County Health Department	Viral Hepatitis Program Services	STATE FY26

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expenses incurred during the period beginning July 1, 2025 and ending June 30, 2026.

	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries [2]	$69,600.00	$0.00	$69,600.00
	Benefits & Taxes	$15,300.00	$0.00	$15,300.00
	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
	Supplies	$4,020.00	$0.00	$4,020.00
	Telephone	$700.00	$0.00	$700.00
	Postage & Shipping	$600.00	$0.00	$600.00
	Occupancy	$0.00	$0.00	$0.00
	Equipment Rental & Maintenance	$1,000.00	$0.00	$1,000.00
	Printing & Publications	$0.00	$0.00	$0.00
	Travel/ Conferences & Meetings [2]	$2,500.00	$0.00	$2,500.00
	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 (% and method)	$0.00	$0.00	$0.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	**$93,720.00**	**$0.00**	**$93,720.00**

$93,720.00 State Award Amount FY26 -Allocate as needed

[1] Each expense object line-item shall be defined by 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.

SALARIES	**Rate**		**# of Months**		**Pct**		**Longevity**	
Tina Lyons, PH Nurse	$5,798.69	x	12	x	100%	+		

ROUNDED TOTAL

TRAVEL/ CONFERENCES & MEETINGS
Routine Travel at state rate
In State Training- Conference, Hep C Trainings

ROUNDED TOTAL

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															

REPORTING TEMPLATE

Introduction

Reporting Template has three parts:
•Schedule A,
•Schedule B, and
•Schedule C which are Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report.
Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report including Schedule A-1 and Schedule B-1 must be submitted in the same format/the same column heading each quarter. The final Report (definition can be found in grant contract agreement) must be approved by the contracting state agency.

Schedule Headings

At the top of each schedule, the name of the reporting contractor/grantee and the period covered by the report need to be entered. The period of the report should always be the most recent quarter ended and report programs in the same sequence as the previous quarter.

Column Headings

For each program for Schedule A and B, Contracting State Agency, Program Name, Assistance Listing Number/Program Number, Edison Contract Number, and Grant/Contract Term should be entered. These can be found in the grant contract agreement.
•The Contracting State Agency is for the state agency who awards the grant and initiates the contract agreement.
•The Program Name is the title to describe the program or the title that corresponds to the Federal Assistance Listing number.
•The Assistance Listing Number/Program Name is a number assigned to identify the Federal Assistance Listings under which the subaward was made by the contracting State agency.
•The Edison contract number is the number assigned by the contracting state agency and should include the amendment number, if any. This can be found in the grant contract agreement.
•The grant/contract term is the beginning and ending dates of the grant/contract. This can be found in the grant contract agreement.

Program Columns

Program expense columns (Quarter-To-Date and Year-To-Date) are for reporting direct program expenses. Direct program expenses that benefit more than one program (i.e., allocable-direct costs) may be allocated to the benefitted programs within the expense categories. The cognizant state agency should approve the method used for cost allocations and the contacting state agency should abide by the cost allocation approved by the cognizant state agency.
The Quarter-To-Date column can be used to capture all expenses for the specific quarter. For example, the expenses for the 2nd quarter (from 10/1/22 to 12/31/2022) can be entered in this column.
All accumulated expenses for each program can be entered in Year-To-Date column. For example, if a grantee/organization has entered the expenses for the 2nd quarter in Quarter-To-Date column, all accumulated expenses for the 1st quarter and the 2nd quarter should be entered in Year-To-Date column.

Do not send a worksheet that is linked to another file

E-mail completed files to: policy2013_007.amo.health@tn.gov

or Mailing Address:

Rushdi Eskarous
Tennessee Department of Health
Fiscal Services
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710 James Robertson Parkway
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PROGRAM EXPENSE REPORT (PER) SCHEDULE A

Purpose/Scope

The Program Expense Report (PER Schedule A) contains expenses by the detailed line items and then summarizes by subtotals or total**.** This schedule can be used for any grants received from a state agency or multiple state agencies.

These expenses include direct and allocated direct program expenses in each line item. Per 2 CFR Part 200.413, direct costs are those costs that can be identified specifically with a particular final cost objective, such as a grant, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Per 2 CFR Part 200.405, allocable direct costs are those that benefit more than one program, but do not fall under the criteria of indirect costs.

Except for depreciation, every expense 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 1 of this instructions). If more than two programs (e.g., four programs), complete multiple Schedule As to report all four program expenses.

Instruction for Expenses by Object Line-Items

Line 1 Salaries and Wages

Enter the amount of compensation, fees, salaries, bonuses, severance payments, and wages paid to program directors, program managers/staffs, and employees.

References:

2 CFR Part 200.430
Form 990 Part IX line 5, 7

Line 2 Employee Benefits & Payroll Taxes

Enter (a) the grantee's/organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the grantee's/organization's portion of payroll taxes such as social security, Medicare taxes, and unemployment and workers' compensation insurance.

References:

2 CFR Part 200.431
Form 990 Part IX lines 8, 9, 10

Line 3 Total Personnel Expenses

Add lines 1 Salaries and Wages and 2 Employee Benefits & Payroll Taxes.

Line 4 Professional Fees

Enter the costs/fees of professionals, consultants, and personal-service contractors who are not officers or employees of the grantee/organization. These include legal, accounting, and auditing fees.

References:

2 CFR Part 200.459
Form 990 Part IX line 11

Line 5 Supplies

Enter the grantee's/organization's expenses for office supplies, housekeeping supplies, and other supplies.

References:
2 CFR Part 200.453
Form 990 Part IX line 13

Line 6 Telecommunication

Enter the grantee's/organization's expenses for telephone, cellular phones, beepers, telegram, FAX, telephone equipment maintenance, internet, cloud servers, and other related expenses.

References:
2 CFR Part 200.471
Form 990 Part IX line 13

Line 7 Postage and Shipping

Enter the grantee's/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.

References:
2 CFR Part 200.474
Form 990 Part IX line 13

Line 8 Occupancy

Enter the grantee's/organization's expenses for use of office space and other facilities including rent, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

References:
2 CFR Part 200.465
Form 990 Part IX line 16

Line 9 Equipment Rental and Maintenance

Enter the grantee's/organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telecommunications, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

References:
2 CFR Part 200.452
Form 990 Part IX line 13

Line 10 Printing and Publications

Enter the grantee's/organization's expenses for producing printed materials, purchasing books and publications, buying subscriptions to publications, publication costs for electronic and print media, and page charges for professional journal publications.

References:
- 2 CFR Part 200.461
- Form 990 Part IX line 13

Line 11 Travel

Enter the grantee's/organization's expenses for airfare, transportation, meals and lodging, subsistence, and related items incurred by employees on official business of the organization. These costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, consistent with those normally allowed in like circumstances in the organization's non-federal/state-funded activities and in accordance with organization's written travel reimbursement policies. 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.

If an organization does not have the written travel reimbursement policies, they may use the State Travel policy which is:

F&A Policy 08 Comprehensive State Travel Regulations.

References:
- 2 CFR Part 200.475
- Form 990 Part IX line 17

Line 12 Conference and Meetings

Enter the grantee's/organization's expenses for conducting or attending meetings, conferences, seminars, retreats, and conventions including registration fees. When host of conference, include rental of facilities, speakers' fees and expenses, costs of meals and refreshment (food and beverages), and printed materials for the conference.

References:
- 2 CFR Part 200.432
- Form 990 Part IX line 19

Line 13 Interest

Enter the interest expense for the business related loans and interest costs that are related to capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

References:
- 2 CFR Part 200.449
- Form 990 Part IX line 20

Line 14 Insurance

Enter the grantee's/organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include shipping vehicle, property, and organization vehicles for travel if reported on lines 7, 8, or 11 respectively.

References:

2 CFR Part 200.447

Form 990 Part IX line 23

Line 15 Grants and Awards

Enter the grantee's/organization's awards, grants, subsidies, and other pass-through expenditures to other organizations. Include allocations to affiliated organizations. Include in- kind grants to other organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients. These expenses will not include when calculating Administrative Expense in line 22.

References:

2 CFR Part 200.1

Form 990 Part IX line 1

Line 16 Specific Assistance to Individuals

Enter the grantee's/organization's direct payment for 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, scholarships, fellowships, stipends, research grants, wage supplements, and similar payments.

References:

2 CFR Part 200.456

Form 990 Part IX line 2

Line 17 Depreciation

Enter the expenses the grantee's/organization's records for depreciation (the method for allocating the cost of fixed assets to periods benefitting from asset use) of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

References:

2 CFR Part 200.436

Form 990 Part IX line 22

Line 18 Other Nonpersonnel Expenses

Enter the grantee's/organization's allowable expenses for Advertising, Information Technology, Bad Debts, Contingency Provisions, Fines and Penalties, Independent Research and Development, Organization Costs, Rearrangement and Alteration, Recruiting, and Taxes. Include the Organization's and Employees' Membership Dues in Associations and Professional Societies. Include other fees for the Organization's Licenses, Permits, and Registrations, etc.

NOTE: Expenses reportable on lines 1 through 17 should not be reported as 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 in the grant contract agreement.

a) Advertising:

Enter expenses paid for advertising. Include amounts for print and electronic media advertising. Also include internet site link costs, signage costs, and advertising costs for the organization's in-house fundraising campaigns.

References:
2 CFR Part 200.421
Form 990 Part IX line 12

b) Information Technology:

Enter expenses for information technology, including hardware, software, and support services such as maintenance, help desk, and other technical support services. Also include expenses for infrastructure support, such as website design and operations, virus protection and other information security programs and services to keep the organization's website operational and secured against unauthorized and unwarranted intrusions, and other information technology contractor services.

References:
2 CFR Part 200.1
Form 990 Part IX line 14

c) Bad Debts:

Enter expense amounts for losses (whether actual or estimated) arising from uncollectable accounts and other claims, related collection costs, and related legal costs.

References:
2 CFR Part 200.426
Form 990 Part IX line 24

d) Contingency Provisions:

Enter expense amounts for contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening.

References:
2 CFR Part 200.433
Form 990 Part IX line 24

e) Fines and Penalties:

Enter costs of fines and penalties resulting from violations of, or failure of the organization to comply with Federal, State, and local laws and regulations except when incurred as a result of compliance with specific provisions of an award or instructions in writing from the awarding agency.

References:
2 CFR Part 200.441
Form 990 Part IX line 24

f) Independent Research and Development:

Enter the expenses of all research activities, including the training of individuals in research techniques.

References:
2 CFR Part 200.1
Form 990 Part IX line 24

g) Organization Costs:

Enter expenses such as incorporation fees, brokers' fees, fees to promoters, and organizers.

References:
2 CFR Part 200.455
Form 990 Part IX line 24

h) Rearrangement and Alteration:

Enter expenses incurred for ordinary or normal rearrangement and alteration of facilities. Include the expenses incurred in the restoration or rehabilitation of the organization's facilities.

References:
2 CFR Part 200.462
Form 990 Part IX line 24

i) Recruiting:

Enter expenses for recruiting staff and maintaining workload requirements, costs of "help wanted" advertising, operating costs of an employment office necessary to secure and maintain an adequate staff, costs of operating an aptitude and educational testing program and relocation costs incurred incident to recruitment of new employees.

References:
2 CFR Part 200.463
Form 990 Part IX line 24

j) Taxes:

Enter expenses for payment of taxes to the local government or state.

References:
2 CFR Part 200.470
Form 990 Part IX line 24

k) Organization's and Employee's Membership Dues in Associations and Professional Societies:

Enter expenses of the organization's membership or subscriptions in business, technical, and professional organizations.

References:
2 CFR Part 200.454
Form 990 Part IX line 24

Line 19 Total Nonpersonnel Expenses

Add lines 4 Professional Fees through 18 Other Non-personnel Expenses.

Line 20 Reimbursable Capital Purchases

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets.

References:

2 CFR Part 200.439

Form 990 Par X line 10a or Schedule D Part VI

Line 21 Total Direct Program Expenses

Add Line 3 Total Personnel Expenses, and Line 19 Total Non-personnel Expenses, and Line 20 Reimbursable Capital Purchases. These expenses are the summary of the direct and allocated direct program expenses that entered in Line 1 Salaries and Wages through Line 20 Reimbursable Capital Purchases.

Reference:

2 CFR Part 200.405 2 CFR Part 200.413

Form 990 Part IX, column B

Line 22 Administrative Expenses

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency. Pass-through funds (Line 15 Grants and Awards) are not included when computing administrative expenses.

References:

2 CFR Part 200.414

Form 990 Part IX, Column C

Line 23 Total Direct Program and Administrative Expenses

Line 23 is the total of Line 21 Total Direct Program Expenses and Line 22 Administrative Expenses. Total Direct Program and Administrative Expenses (Line 23) Year To Date (if quarter end 3/31/2023) should agree with Total of YTD (Year To Date) Actual Expenditures Through 3/31/2023 (Column E) of the Invoice for Reimbursement.

Line 24 In-Kind Expenses

In-kind Expenses is for reporting the value of contributed resources (non-cash) 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.

References:

2 CFR Part 200.434

Form 990 Part XI line 6

Line 25 Total Program Expenses

The sum of Line 23 Total Direct Program and Administrative Expenses and Line 24 In-kind Expenses goes on this line.

PROGRAM EXPENSE REPORT (PER) SCHEDULE A-Q1-Q4

Purpose/Scope

This template tracks expenses for all the quarters and summarizes in the Year-To-Date column. The Year-To-Date column can be linked to Year-To-Date column of the Schedule A.

Additionally, this schedule provides the Grant Budget Amount (from grant contract agreement) column and the Over/(Under) Budget Amount column which compares cumulative Year-To-Date expenses to Grant Budget Amount.

Instruction for Expenses by Object Line-Items

The instructions for expense line items are the same as Schedule A.

PROGRAM REVENUE REPORT AND RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES SCHEDULE B

Purpose/Scope

Program Revenue Report (PRR) and Reconciliation Between Total and Reimbursable Expenses, Schedule B, are intended to capture all revenue by the detailed source and reconcile total program expenses and reimbursable expenses. Each revenue column should match up with the Edison Contract Number and the Program Name from Schedule A and align with its corresponding expense column from the Schedule A. The Reconciliation of Total Program Expenses And Reimbursable Expenses, at the bottom of Schedule B, should be completed to show how Total Program Expenses (Line 51 of Schedule B or Line 25 of Schedule A) reconciles to the amount to be reimbursed.

If multiple programs exist, additional copies of the Schedule B can be used to enter all Program Revenue and Reconciliation Between Total and Reimbursable Expenses.

Additional supplemental schedules showing the Sources of Revenue in the aggregations may be attached, if needed. The contracting state agency may provide more guidance in the grant contract agreement.

Instruction for Sources of Revenue

• Reimbursable Program Funds

Line 31 Reimbursable Federal Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the Federal program funds.

Reference:
Form 990 Part VIII 1e

Line 32 Reimbursable State Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the state program funds.

Reference:
Form 990 Part VIII 1e

Line 33 Total Reimbursable Program Funds

Add Line 31 Reimbursable Federal Program Funds and Line 32 Reimbursable State Program Funds.

• Matching Revenue Funds

Note: matching requirements can be found in the grants contact agreement for the grants received from the contracting state agency.

Line 34 Other Federal Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other Federal fund sources.

Reference:
Form 990 Part VIII 1e

Line 35 Other State Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other State fund source.

Reference:
Form 990 Part VIII 1e

Line 36 Other Government Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other government fund source.

Reference:
Form 990 Part VIII 1e

Line 37 Cash Contributions (Nongovernment)

Enter the matching portion (the grantee portion) of the cash contributions that were received from corporations, foundations, trusts, and individuals, United Ways, other not-for-profit organizations, and affiliated organizations. This is only applicable when the grantee has received contributions from above donors for this program and this is included as expense line-items of the Schedule A.

References:
Form 990 Part VIII 1f

Line 38 In-Kind Contributions (Equals Schedule A. Line 24)

Enter the matching portion (the grantee portion) of the direct and administrative in-kind contributions.

Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward program purposes.

References:
Form 990 Part VIII line 1f and Part XI line 6

Line 39 Program Income

Enter the matching portion (the grantee portion) of program income. For example, income from fees for services performed.

Reference:
Form 990 Part VIII line 2a to 2f

Line 40 Other Matching Revenue

Enter the matching portion of other revenues that are not included in lines 34 through 39.
References:
Form 990 Part VIII 3 through 11e

Line 41 Total Matching Revenue Funds

Add lines 34 through 40.

Line 42 Other Program Funds

Enter any other program revenues that are funded by the contracting state agency but are not reported as matching revenue funds on Line 41 Total Matching Revenue Funds. Example of this can be in-kind expenses (Line 24 of Schedule A), if any.

References:
Form 990 Part VIII 1a through 11e

Line 43 Total Revenue

Add lines 33, 41, and 42.
References:
Form 990 Part VIII 12

Instruction for Reconciliation Between Total and Reimbursable Expenses

Line 51 Total Program Expenses

This line is brought forward from Line 25 Total Program Expenses on Schedule A.

Line 52 Other Unallowable Expenses

Enter amount for Other Unallowable Expenses here. Some program expenses may not be reimbursable under certain grants. Example of this can be the in-kind expenses which is non-cash item. This will vary according to the contracting state agency and the type of grant or contract. Consult with the contracting state agency that funds the program for additional guidelines.

Line 53 Excess Administration

This line may be used to deduct allocated Administration and General expenses (indirect costs) in excess of the allowable percentage specified in the grant contract agreement or the indirect cost rate that is approved by the cognizant State agency. This line may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Consult with the contracting state agency that funds the program for additional guidelines.

Line 54 Matching Expenses

Total program expenses should be deducted from matching (cost sharing) expenses required by the program compliance. This portion can be a specified as an amount or percentage to match the federal award. Program income (e.g., user fees or rental of real property) can be deducted from matching portion.

Line 55 Reimbursable Expense (Line 51 Less Lines 52, 53, And 54)

This should equal the amount the contracting state agency has already paid for the quarter's operations of the program. The cumulative Year-To-Date column is what the grantor has actually paid to date if the organization has submitted the invoice and reimbursed monthly.

Line 56 Total Reimbursement To Date

The Quarter-to-Date column is the total amounts received for this quarter from filing of Invoices for Reimbursement (usually monthly). The cumulative Year-to-Date column amount is the total amount received for the grant program.

Line 57 Difference (Line 55 minus Line 56)

This is the portion of Reimbursable Expenses that are not paid yet. If a grantee submits a monthly invoice for reimbursement and reimbursement has been received, this will be zero.

Line 58 Advances

Any advance payments from the contracting state agency should appear on this line. Most of time, the contracting state agency will not pay the expenses in advance.

Line 59 This Reimbursement (Line 57 minus 58)

The remainder should be the amount due under the grant contract. Request for reimbursement is made through the invoicing process and not through filing of the quarterly or annual report. Any amounts showing here needed to be included in the invoice for reimbursement.

NONGRANT EXPENSE REPORT (NER)
NONGRANT REVENUE REPORT (NRR) AND
RECONCILIATION BETWEEN TOTAL NONGRANT AND REIMBURSABLE EXPENSES
SCHEDULE A-1, SCHEDULE A-1-Q1-Q4, and SCHEDULE B-1

Purpose/Scope

These schedules may be used for the nongrants/unallowable expenses that are not reimbursed/will not be reimbursed by the contracting state agencies.

These schedules should be completed to reconcile expenses per the Total Expense Summary Report (Schedule C) to the trial balance/general ledger when the nongrants/unallowable expenses exist in the grantee's books.

Instruction for Schedules A-1, A-1-Q1-Q4, and B-1

The instruction for these schedules A-1, A-1-Q1-Q4, and B-1 are the same as the instructions for Schedule A and B except these expenses will not be reimbursed by the contracting state agency.

Heading sections may be entered as N/A if this heading is not applicable for Nongrant/Unallowable Expense or Revenue.

TOTAL EXPENSE SUMMARY REPORT
Schedule C

Purpose/Scope

The Total Expense Summary Report is intended to recap all the direct program expenses in one column, separately identify nongrant/unallowable expenses, and total administrative expenses in other columns, as well as a grand total of all the expenses of the grantee. The amounts in Grand Total Year-to-Date column should tie to the general ledger/trial balance of the grantee/organization.

Schedule C should be only one schedule regardless if there are multiple Schedule As and Bs. The grantee will complete all the schedules at one time and will submit the same schedule to the multiple contracting state agencies if the grantee has received awards from the multiple state agencies.

Instruction for Expenses by Object Line-Items

The object line-items are the same as Schedule A. See each line-item instruction in Schedule A.

Instruction for Columns

Total Direct Program Expenses Column

This column is the summary of all the individual programs' cumulative year to date expenses as identified separately under the respective program names in Schedule A.

Total Nongrant/Unallowable Expenses Column

The nongrant/unallowable expense column includes the following expenses:

I. The cumulative year-to-date expenses for all other programs that are not funded by the contracting state agency/agencies.

II. The cumulative year-to-date expenses for fund-raising activities, if any.

III. Other cumulative year-to-date expenses that are not allowable for reimbursement according to the terms of the grants or the Federal guidance.

Total Administrative Expenses Column

The administrative expenses column is for categorizing the cumulative year-to-date administrative expenses into the Expense by Object. Total Direct Program Expenses (line 21) of this column is the sum of all the line 21s. Line 22 of this column will make line 21 amount to be a credit amount so that Total Direct and Administrative Expenses is showing zero since these expenses are already claimed in columns Total Direct Program Expenses Year-To-Date and Total Nongrant/Unallowable Expenses Year-To-Date.

Grand Total Column

The Grand Total column contains all the cumulative year-to-date expenses for the entire reporting organization. The Grant Total Year-to-Date expenses must be traceable to the reporting organization's general ledger or trial balance.

STATE OF TENNESSEE
PROGRAM EXPENSE REPORT

Schedule A | **Page # of # Pages:**

Contractor/Grantee Name: | **Report Period:**

Contracting State Agency:		
Program Name:	A	B
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Expense By Object	Quarter To Date	Year To Date	Quarter To Date	Year To Date
1	Salaries and Wages		0.00		0.00
2	Employee Benefits & Payroll Taxes		0.00		0.00
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00
4	Professional Fees		0.00		0.00
5	Supplies		0.00		0.00
6	Telecommunication		0.00		0.00
7	Postage and Shipping		0.00		0.00
8	Occupancy		0.00		0.00
9	Equipment Rental and Maintenance		0.00		0.00
10	Printing and Publications		0.00		0.00
11	Travel		0.00		0.00
12	Conferences and Meetings		0.00		0.00
13	Interest		0.00		0.00
14	Insurance		0.00		0.00
15	Grants and Awards		0.00		0.00
16	Specific Assistance to Individuals		0.00		0.00
17	Depreciation		0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)				
	a		0.00		0.00
	b		0.00		0.00
	c		0.00		0.00
	d		0.00		0.00
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases		0.00		0.00
21	**Total Direct Program Expenses**	0.00	0.00	0.00	0.00
22	Administrative Expenses		0.00		0.00
23	**Total Direct and Administrative Expenses**	0.00	0.00	0.00	0.00
24	In-Kind Expenses		0.00		0.00
25	**Total Program Expenses**	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
PROGRAM EXPENSE REPORT

Schedule A-Q1-Q4 | **Page # of # Pages:**

Contractor/Grantee Name: | **Report Period:**

Contracting State Agency:
Program Name: A
Assistance Listing Number/Program Number:
Edison Contract Number:
Grant/Contract Term:

Line Item #	Expense By Object	1 Quarter	2 Quarter	3 Quarter	4 Quarter	Year To Date	Grant Budget Amount (From Contract Agreement)	Over/(Under) Budget Amount
1	Salaries and Wages					0.00		0.00
2	Employee Benefits & Payroll Taxes					0.00		0.00
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	Professional Fees					0.00		0.00
5	Supplies					0.00		0.00
6	Telecommunication					0.00		0.00
7	Postage and Shipping					0.00		0.00
8	Occupancy					0.00		0.00
9	Equipment Rental and Maintenance					0.00		0.00
10	Printing and Publications					0.00		0.00
11	Travel					0.00		0.00
12	Conferences and Meetings					0.00		0.00
13	Interest					0.00		0.00
14	Insurance					0.00		0.00
15	Grants and Awards					0.00		0.00
16	Specific Assistance to Individuals					0.00		0.00
17	Depreciation					0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)							0
	a					0.00		0.00
	b					0.00		0.00
	c					0.00		0.00
	d					0.00		0.00
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases					0.00		0.00
21	**Total Direct Program Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	Administrative Expenses					0.00		0.00
23	**Total Direct and Administrative Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	In-Kind Expenses					0.00		0.00
25	**Total Program Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00

STATE OF TENNESSEE

NONGRANT/UNALLOWABLE EXPENSE REPORT

Schedule A-1 **Page # of # Pages:**

Contractor/Grantee Name: **Report Period:**

Contracting State Agency:		
Program Name:	A	B
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Expense By Object	Quarter To Date	Year To Date	Quarter To Date	Year To Date
1	Salaries and Wages		0.00		0.00
2	Employee Benefits & Payroll Taxes		0.00		0.00
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00
4	Professional Fees		0.00		0.00
5	Supplies		0.00		0.00
6	Telecommunication		0.00		0.00
7	Postage and Shipping		0.00		0.00
8	Occupancy		0.00		0.00
9	Equipment Rental and Maintenance		0.00		0.00
10	Printing and Publications		0.00		0.00
11	Travel		0.00		0.00
12	Conferences and Meetings		0.00		0.00
13	Interest		0.00		0.00
14	Insurance		0.00		0.00
15	Grants and Awards		0.00		0.00
16	Specific Assistance to Individuals		0.00		0.00
17	Depreciation		0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)				
a			0.00		0.00
b			0.00		0.00
c			0.00		0.00
d			0.00		0.00
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases		0.00		0.00
21	**Total Direct Nongrant Expenses**	0.00	0.00	0.00	0.00
22	Administrative Expenses		0.00		0.00
23	**Total Direct Nongrant and Administrative Expenses**	0.00	0.00	0.00	0.00
24	In-Kind Expenses		0.00		0.00
25	**Total Nongrant Expenses**	0.00	0.00	0.00	0.00

STATE OF TENNESSEE

NONGRANT/UNALLOWABLE EXPENSE REPORT

Schedule A-1-Q1-Q4 **Page # of # Pages:**

Contractor/Grantee Name: **Report Period:**

Contracting State Agency:

Program Name: A

Assistance Listing Number/Program Number:

Edison Contract Number:

Grant/Contract Term:

Line Item #	Expense By Object	1 Quarter	2 Quarter	3 Quarter	4 Quarter	Year To Date	Grant Budget Amount (From Contract Agreement)	Over/(Under) Budget Amount
1	Salaries and Wages					0.00		0.00
2	Employee Benefits & Payroll Taxes					0.00		0.00
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	Professional Fees					0.00		0.00
5	Supplies					0.00		0.00
6	Telecommunication					0.00		0.00
7	Postage and Shipping					0.00		0.00
8	Occupancy					0.00		0.00
9	Equipment Rental and Maintenance					0.00		0.00
10	Printing and Publications					0.00		0.00
11	Travel					0.00		0.00
12	Conferences and Meetings					0.00		0.00
13	Interest					0.00		0.00
14	Insurance					0.00		0.00
15	Grants and Awards					0.00		0.00
16	Specific Assistance to Individuals					0.00		0.00
17	Depreciation					0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)							0.00
	a					0.00		0.00
	b					0.00		0.00
	c					0.00		0.00
	d					0.00		0.00
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases					0.00		0.00
21	**Total Direct Nongrant Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	Administrative Expenses					0.00		0.00
23	**Total Direct Nongrant and Administrative Exp**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	In-Kind Expenses					0.00		0.00
25	**Total Nongrant Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
PROGRAM REVENUE REPORT AND
RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES

Schedule B **Page # of # Pages:**

Contractor/Grantee Name: **Report Period:**

Contracting State Agency:		
Program Name:	A	B
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Sources Of Revenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
	Reimbursable Program Funds:				
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
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 Program 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 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances				
59	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE REVENUE REPORT AND
RECONCILIATION BETWEEN TOTAL AND REIMBURSABLE EXPENSES

Schedule B-1 **Page # of # Pages:**

Contractor/Grantee Name: **Report Period:**

Contracting State Agency:		
Program Name:	A	B
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Sources Of Revenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
	Reimbursable Nongrant Funds:				
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	**Total Reimbursable Nongrant 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 Nongrant 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 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances				
59	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
TOTAL EXPENSE SUMMARY REPORT

Schedule C **Page # of # Pages:**

Contractor/Grantee Name: **Report Period:**

Line Item #	Expense By Object	Total Direct Program Expenses Year To Date	Total Nongrant/Unallowable Expenses Year To Date	Total Administrative Expenses Year To Date	Grand Total Year To Date
1	Salaries and Wages	0.00			0.00
2	Employee Benefits & Payroll Taxes	0.00			0.00
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00
4	Professional Fees	0.00			0.00
5	Supplies	0.00			0.00
6	Telecommunication	0.00			0.00
7	Postage and Shipping	0.00			0.00
8	Occupancy	0.00			0.00
9	Equipment Rental and Maintenance	0.00			0.00
10	Printing and Publications	0.00			0.00
11	Travel	0.00			0.00
12	Conferences and Meetings	0.00			0.00
13	Interest	0.00			0.00
14	Insurance	0.00			0.00
15	Grants and Awards	0.00			0.00
16	Specific Assistance to Individuals	0.00			0.00
17	Depreciation	0.00			0.00
18	Other Non-personnel Expenses: (list details in a-d)				
	a	0.00			0.00
	b	0.00			0.00
	c	0.00			0.00
	d	0.00			0.00
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases	0.00			0.00
21	**Total Direct Program Expenses**	0.00	0.00	0.00	0.00
22	Administrative Expenses	0.00			0.00
23	**Total Direct and Administrative Expenses**	0.00	0.00	0.00	0.00
24	In-Kind Expenses	0.00			0.00
25	**Total Expenses**	0.00	0.00	0.00	0.00

ATTACHMENT 4

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**
- **Shamia.Roberts@tn.gov**

RLA-17452 **R-25-7-602**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Melinda Goodman, HEALTH DEPARTMENT

Department: HEALTH DEPARTMENT

Requires Expenditure of Funds: YES Funded in Current Budget: NO

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Cooperative Agreement for the acceptance of funding in the amount of $65,000.00 from the U.S. Environmental Protection Agency for Knox County Air Quality Management's PM 2.5 Air Monitoring Program.
(Health Department)

Attachments

Resolution

Notice of Award for AMP PM2.5

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A COOPERATIVE AGREEMENT FOR THE ACCEPTANCE OF FUNDING IN THE AMOUNT OF $65,000.00 FROM THE U.S. ENVIRONMENTAL PROTECTION AGENCY FOR KNOX COUNTY AIR QUALITY MANAGEMENT'S PM 2.5 AIR MONITORING PROGRAM.

RESOLUTION: **R-25-7-602**

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, the U.S. Environmental Protection Agency has awarded Knox County Air Quality Management funding in support of its ongoing collection of data on the ambient air concentrations of fine particulate matter throughout Knox County as part of its PM 2.5 Air Monitoring Program; and

WHEREAS, Knox County desires to accept the award in the amount of $65,000.00 over the project period of April 1, 2025 through March 31, 2027.

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

The Knox County Commission hereby authorizes the acceptance of funding in the amount of $65,000.00 over the period of April 1, 2025 through March 31, 2027 from the U.S. Environmental Protection Agency for Knox County Air Quality Management's PM 2.5 Air Monitoring Program.

BE IT FURTHER RESOLVED, that the Cooperative Agreement, Administrative Conditions, and Programmatic Conditions providing for such funding 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 Knox County Mayor is hereby authorized to execute the Cooperative Agreement and any and all other documents which may be required for Knox County to receive funding from the U.S. Environmental Protection Agency for said purpose, subject to the review 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

U.S. ENVIRONMENTAL PROTECTION AGENCY

Cooperative Agreement

GRANT NUMBER (FAIN): 05D39525 **MODIFICATION NUMBER:** 0 **PROGRAM CODE:** PM	**DATE OF AWARD** 06/12/2025
TYPE OF ACTION New	**MAILING DATE** 06/17/2025
PAYMENT METHOD: ASAP	**ACH#** 40422

RECIPIENT TYPE:
County

Send Payment Request to:
Contact EPA RTPFC at: rtpfc-grants@epa.gov

RECIPIENT:
COUNTY OF KNOX
140 DAMERON AVE
KNOXVILLE, TN 37917-6413
EIN: 62-6007979

PAYEE:
County of Knox
140 Dameron Avenue
Knoxville, TN 37917-6413

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Justin Mayer 140 Dameron Avenue Knoxville, TN 37917-6413 **Email:** justin.mayer@knoxcounty.org **Phone:** 865-215-5913	Erin Frew 61 Forsyth Street, SW Atlanta, GA 30303-8960 **Email:** frew.erin@epa.gov **Phone:** 404-562-9370	Leah Vasser Grants Management Section 61 Forsyth Street, SW Atlanta, GA 30303-8960 **Email:** vasser.leah@epa.gov **Phone:** 404-562-9742

PROJECT TITLE AND DESCRIPTION

Particulate Matter (PM 2.5) Ambient Monitoring Network

This action approves an award in the amount of $65,000 to the Knox Department of Air Quality Management. The funding received from this grant will assist with necessary development, establishment, and maintenance of adequate monitoring programs for the prevention and control of air pollution or implementation of national primary and secondary air quality standards. Activities to be performed include collecting quality assured PM2.5 concentrations and submitting the results to the Environmental Protection Agency's national air quality database. Expected outcomes and anticipated deliverables include increasing knowledge regarding the character and extent of PM2.5 in the ambient air, and the eventual development and execution of the State's implementation plan. Intended beneficiaries are residents of Knox County, Tennessee. No subawards are included in this assistance agreement.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
04/01/2025 - 03/31/2027	04/01/2025 - 03/31/2027	$ 260,000.00	$ 260,000.00

NOTICE OF AWARD

Based on your Application dated 02/14/2025 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $ 65,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $ 65,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
U.S. EPA, Region 4 61 Forsyth Street Atlanta, GA 30303-8960	U.S. EPA, Region 4, Air and Radiation Division R4 - Region 4 61 Forsyth Street, SW Atlanta, GA 30303-8960

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official Shantel Shelmon - Grants Management Officer	**DATE** 06/12/2025

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$ 0	$ 65,000	$ 65,000
EPA In-Kind Amount	$ 0	$ 0	$ 0
Unexpended Prior Year Balance	$ 0	$ 0	$ 0
Other Federal Funds	$ 0	$ 0	$ 0
Recipient Contribution	$ 0	$ 0	$ 0
State Contribution	$ 0	$ 0	$ 0
Local Contribution	$ 0	$ 0	$ 0
Other Contribution	$ 0	$ 0	$ 0
Allowable Project Cost	$ 0	$ 65,000	$ 65,000

Assistance Program	Statutory Authority	Regulatory Authority
66.034 - Surveys-Studies-Investigations-Demonstrations and Special Purpose Activities relating to the Clean Air Act	Clean Air Act: Sec. 103	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2504VW5055	25	E1	04V8	000A04XPM	4183	-	-	$ 65,000
									$ 65,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$ 152,834
2. Fringe Benefits	$ 59,590
3. Travel	$ 0
4. Equipment	$ 0
5. Supplies	$ 8,078
6. Contractual	$ 39,498
7. Construction	$ 0
8. Other	$ 0
9. Total Direct Charges	$ 260,000
10. Indirect Costs: 0.00 % Base N/A	$ 0
11. Total (Share: Recipient 0.00 % Federal 100.00 %)	$ 260,000
12. Total Approved Assistance Amount	$ 260,000
13. Program Income	$ 0
14. Total EPA Amount Awarded This Action	$ 65,000
15. Total EPA Amount Awarded To Date	$ 65,000

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: https://www.epa.gov/grants/grant-terms-and-conditions#general.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications:
  - Leah Vasser, Grants Management Specialist, vasser.leah@epa.gov, (404)562-9742
  - Erin Frew, Project Officer, frew.erin@epa.gov, (404)562-9370
- Payment requests (if applicable):
  - Erin Frew, Project Officer, frew.erin@epa.gov, (404)562-9370
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables:
  - Erin Frew, Project Officer, frew.erin@epa.gov, (404)562-9370

B. Contingent Funding

EPA is funding this agreement incrementally. There is no guarantee of funding beyond the first year. The **Total Approved Assistance Amount** identified on Line 12 of the budget table of this award is contingent upon the availability of appropriated funds, EPA funding priorities, and satisfactory progress in carrying out the activities described in the scope of work. If EPA informs the recipient that the amount on Line 12 will be reduced, the recipient agrees to provide an updated workplan and budget information, as needed, to amend the agreement.

Programmatic Conditions

A. Performance Reporting and Final Performance Report

Performance Reporting:

In accordance with 2 CFR 200.329, the recipient must relate financial data and project or program accomplishments to the performance goals and objectives of the EPA award and must provide cost information to demonstrate cost-effective practices (for example, through unit cost data) when reporting program performance. The recipient agrees to submit performance reports that include information on each of the following areas: 1) A comparison of accomplishments to the outputs/outcomes established in the assistance agreement work plan for the reporting period (for example, comparing costs to units of accomplishment); 2) explanations on why established outputs/outcomes were not met; and 3) Additional information, analysis, and explanation of cost overruns or higher-than-expected-unit costs.

Additionally, the recipient agrees to notify the EPA when a significant development occurs that could impact the award. Significant developments include events that enable meeting milestones and objectives sooner or at less cost than anticipated or that produce different beneficial results than originally planned. Significant developments also include problems, delays, or adverse conditions which will impact the ability to meet the milestones or objectives of the award, including outputs/outcomes specified in the assistance agreement work plan. If the significant developments negatively impact the award, the recipient must include information on their plan for corrective action and any assistance needed to resolve the situation.

Performance Reports - Frequency

The recipient agrees to submit **annual** performance reports electronically to the EPA Project

Officer.

Annual reports are due within 90 days after the annual reporting period ends on December 31st. The progress report is due March 31.

The recipient must submit the final performance report no later than 120 calendar days after the period of performance.

B. Air Quality Index Forecasting:

As resources permit, the grantee agrees to participate in Air Quality Index forecasting for those areas with continuous PM2.5 monitoring and report all continuous PM2.5 data to AQS and to the PM2.5 mapping program.

C. EPA Involvement in Cooperative Agreement (Substantial Involvement):

EPA's role in the Agreement will include the review and approval of the grantee's PM 2.5 annual monitoring network plan.

D. Problems, Delays or Adverse Conditions:

In accordance with 2 CFR §200.328(d)(1), the recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which materially impair the ability to meet the outputs/outcomes in the assistance agreement workplan.

E. Quality Assurance:

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in 2 C.F.R. § 1500.12 Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement a Quality Assurance (QA) planning documentin accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

1.Quality Management Plan (QMP)

a. Prior to beginning environmental information operations, the recipient must:

i. Submit a previously EPA-approved and current QMP,

ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the QMP is acceptable for this agreement.

b. The recipient must submit the QMP within 90 days after grant award, and/or no more than 120 days after grant award.

c. The recipient must review their approved QMP at least annually.These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPAPO and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA PO and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's Quality Management Plan (QMP) Standard.

2. Quality Assurance Project Plan (QAPP)

a. Prior to beginning environmental information operations, the recipient must:

i. Submit a previously EPA-approved QAPP proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s).

ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the

recipient and EPA Project Officer (PO) in writing if the previously EPA-approved QAPP is acceptable for this agreement.

b. The recipient must submit the QAPP 90 days after grant award, and/or no more than120days after grant award.
c. The recipient shall notify the PO and QAM when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.

d. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the PO and the QAM at least annually and may also be submitted when changes occur.

For Reference:

• Quality Management Plan (QMP) Standard and EPA's Quality Assurance Project Plan (QAPP) Standard; contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.

• EPA QA/G-5: *Guidance for Quality Assurance Project Plans*.

•(QAM and/or PO may insert QA references that inform or assist the recipient here).

•EPA's Quality Program website has a list of QA managers, and Non-EPA Organizations Quality Specifications.

• The Office of Grants and Debarment Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance.

F. Competency of Organizations Generating Environmental Measurement Data:

Data In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data.

Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at https: //www.epa.gov/measurements-modeling/documents-about-measurement-competency-under-assistance-agreements or a copy may also be requested by contacting the EPA Project Officer for this award.

G. Geospatial Data Standards:

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

H. Cybersecurity Grant Condition for Other Recipients, Including Consortia:

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient or subrecipient under 2 CFR 200.332(e), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

RLA-17472 **R-25-7-603**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Melinda Goodman, HEALTH DEPARTMENT

Department: HEALTH DEPARTMENT

Requires Expenditure of Funds: YES Funded in Current Budget: NO

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Cooperative Agreement for the acceptance of funding from the U.S. Environmental Protection Agency in the amount of $100,000.00 with a required local contribution for Knox County Air Quality Management's ongoing Air Pollution Control Program.
(Health Department)

Attachments

Resolution

Notice of Award for APCP

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A COOPERATIVE AGREEMENT FOR THE ACCEPTANCE OF FUNDING FROM THE U.S. ENVIRONMENTAL PROTECTION AGENCY IN THE AMOUNT OF $100,000.00 WITH A REQUIRED LOCAL CONTRIBUTION FOR KNOX COUNTY AIR QUALITY MANAGEMENT'S ONGOING AIR POLLUTION CONTROL PROGRAM.

RESOLUTION: **R-25-7-603**

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 Air Quality Management has been awarded funding from the U.S. Environmental Protection Agency in support of its ongoing Air Pollution Control Program; and

WHEREAS, Knox County desires to accept the award in the amount of $100,000.00 over the project period of October 1, 2024 through September 30, 2026; and

WHEREAS, this award requires a local contribution from Knox County, as further detailed in the attached agreement.

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

The Knox County Commission hereby authorizes the acceptance of funding in the amount of $100,000.00 over the period of October 1, 2024 through September 30, 2026 from the U.S. Environmental Protection Agency for Knox County Air Quality Management's ongoing Air Pollution Control Program.

BE IT FURTHER RESOLVED, that the Cooperative Agreement, Administrative Conditions, and Programmatic Conditions providing for such funding 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 Knox County Mayor is hereby authorized to execute the Cooperative Agreement and any and all other documents which may be required for Knox County to receive funding from the U.S. Environmental Protection Agency for said purpose, subject to the review 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

U.S. ENVIRONMENTAL PROTECTION AGENCY

Cooperative Agreement

GRANT NUMBER (FAIN): 00408325 **MODIFICATION NUMBER:** 0 **PROGRAM CODE:** A	**DATE OF AWARD** 06/17/2025
TYPE OF ACTION New	**MAILING DATE** 06/23/2025
PAYMENT METHOD: ASAP	**ACH#** 40422

RECIPIENT TYPE:
County

Send Payment Request to:
Contact EPA RTPFC at: rtpfc-grants@epa.gov

RECIPIENT:
COUNTY OF KNOX
140 DAMERON AVE
KNOXVILLE, TN 37917-6413
EIN: 62-6007979

PAYEE:
COUNTY OF KNOX
140 DAMERON AVE
KNOXVILLE, TN 37917-6413

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Justin Mayer 140 DAMERON AVE KNOXVILLE, TN 37917 **Email:** justin.mayer@knoxcounty.org **Phone:** 865-215-5913	Angela Stampley 61 Forsyth St.,S.W. Atlanta, GA 30303 **Email:** stampley.angela@epa.gov **Phone:** 404-562-9092	Jimmy Robinson Grants Management Section 61 Forsyth St., S.W. Atlanta, GA 30303 **Email:** Robinson.Jimmy@epa.gov **Phone:** 404-562-9694

PROJECT TITLE AND DESCRIPTION

Air Pollution Control Program Support

See Attachment 1 for project description.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
10/01/2024 - 09/30/2026	10/01/2024 - 09/30/2026	$ 1,991,916.00	$ 1,991,916.00

NOTICE OF AWARD

Based on your Application dated 08/01/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $ 100,000.00. EPA agrees to cost-share 41.17% of all approved budget period costs incurred, up to and not exceeding total federal funding of $ 100,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
U.S. EPA, Region 4 61 Forsyth Street Atlanta, GA 30303-8960	U.S. EPA, Region 4, Air and Radiation Division R4 - Region 4 61 Forsyth Street. S.W. Atlanta, GA 30303

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official Shantel Shelmon - Grants Management Officer	**DATE** 06/17/2025

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$ 0	$ 100,000	$ 100,000
EPA In-Kind Amount	$ 0	$ 0	$ 0
Unexpended Prior Year Balance	$ 0	$ 0	$ 0
Other Federal Funds	$ 0	$ 0	$ 0
Recipient Contribution	$ 0	$ 1,171,916	$ 1,171,916
State Contribution	$ 0	$ 0	$ 0
Local Contribution	$ 0	$ 0	$ 0
Other Contribution	$ 0	$ 0	$ 0
Allowable Project Cost	$ 0	$ 1,271,916	$ 1,271,916

Assistance Program	Statutory Authority	Regulatory Authority
66.001 - Air Pollution Control Program Support	Clean Air Act: Sec. 105	2 CFR 200, 2 CFR 1500, 40 CFR 33 and 40 CFR 35 Subpart A

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2504VW5031	25	E1	04V8	000A04	4112	-	-	$ 100,000
									$ 100,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$ 1,150,064
2. Fringe Benefits	$ 379,521
3. Travel	$ 17,500
4. Equipment	$ 50,416
5. Supplies	$ 57,648
6. Contractual	$ 0
7. Construction	$ 0
8. Other	$ 107,330
9. Total Direct Charges	$ 1,762,479
10. Indirect Costs: 15.00 % Base MTDC	$ 229,437
11. Total (Share: Recipient 58.83 % Federal 41.17 %)	$ 1,991,916
12. Total Approved Assistance Amount	$ 820,000
13. Program Income	$ 0
14. Total EPA Amount Awarded This Action	$ 100,000
15. Total EPA Amount Awarded To Date	$ 100,000

Attachment 1 - Project Description

This action provides funding in the amount of $100,000.00 to Knox County, Tennessee, for development and implementation of air pollution control programs throughout the County.

The activities include implementing activities within the scope of the Section 105 program including: 1) To implement national priorities as defined in the Environmental Protection Agency's (EPA) national guidance and consistent with EPA's Strategic Plan; 2) actions mandated by statute or regulation; 3) Program activities delegated to the recipient (state, local or tribe) for which EPA provides section 105 grant funding. A continuing program typically includes, but is not limited to, such activities as: analysis and planning for attainment and maintenance of national ambient air quality standards (NAAQS); control strategy development and implementation; reduction of risks from hazardous air pollutants; air quality monitoring; ambient air quality and source modeling; inventory of emissions; regulation development and implementation; non-Title V related permitting and enforcement; public outreach; staff training and development; air pollution data analysis and management; air cross-media analysis and control; air pollution prevention activities; and other innovative approaches to pollution reduction including economic incentive and market-based (allowance and trading) programs.The anticipated deliverables include development and implementation of stationary source regulations; promulgation and update of enhanced mobile source regulations; improvement of emission inventories for modeling simulations; and operating monitoring network(s) that collects air data to improve and maintain the public's air quality. The expected outcomes include a broadened awareness of air quality programs that are established to address the attainment and maintenance of (NAAQS) as well as immediate and emerging threats to public health and welfare from air pollution (CAA 105(a)). The intended beneficiaries include local residents of Knox County who will have decreased exposure to criteria and hazardous air pollutants.No subawards are included in this assistance agreement.

Administrative Conditions

National Administrative Terms and Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: https://www.epa.gov/grants/grant-terms-and-conditions#general.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

•Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and *Angela Stampley, Stampley.Angela@epa.gov*

•All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: *Angela Stampley, Stampley.Angela@epa.gov and Jimmy Robinson, Robinson.Jimmy@epa.gov.*

•Payment requests (if applicable): *Angela Stampley, Stampley.Angela@epa.gov*

•Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: *Angela Stampley, Stampley.Angela@epa.gov*

B. Contingent Funding

EPA is funding this agreement incrementally. There is no guarantee of funding beyond the first year. The **Total Approved Assistance Amount** identified on Line 12 of the budget table of this award is contingent upon the availability of appropriated funds, EPA funding priorities, and satisfactory progress in carrying out the activities described in the scope of work. If EPA informs the recipient that the amount on Line 12 will be reduced, the recipient agrees to provide an updated workplan and budget information, as needed, to amend the agreement.

Programmatic Conditions

A. Joint Evaluation for FY 2025:
Participate with EPA in an end of year evaluation of performance to be completed by December 31, 2025. This evaluation will be based on jointly evaluating and reporting progress and accomplishments under the workplan throughout the year. In accordance with 40 CFR 35.115 and the EPA Policy on Managing Unliquidated Obligations and Ensuring Progress under EPA Assistance Agreements, the joint evaluation process will include:

1. discussions of accomplishments as measured against work plan commitments;
2. discussions of the cumulative effectiveness of the work performed under all work plan components;
3. discussions of existing and potential problem areas;
4. suggestions for improvement, including, where feasible, schedules for making improvements; and
5. discussions of how effectively grant funds were managed and utilized, considering any accumulation of unliquidated obligations.
6. Conditional Workplan Approval for FY 2025: The recipient agrees to continue workplan negotiations until the workplan is fully approved.

B. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

Performance Reports – Content

In accordance with 2 CFR 200.329, the recipient agrees to submit an annual Section 105 Grant Summary Report electronically to the EPA Administrative Project Officer within 120 days after the reporting period ends on September 30 each year. The report should include the following information: 1) a statement that all workplan commitments and outputs/outcomes under the EPA strategic plan goal(s) and objective(s) have been met; 2) or if commitments are not met, then explain the reasons why the established outputs/outcomes were not achieved; and 3) any additional pertinent information including, when appropriate, analysis and explanation of unliquidated obligations (e.g., unspent EPA funds), cost overruns or high-unit costs. Additionally, the report must prominently display the three Essential Elements for state and local agency workplans under the CAA Section 105 categorical grant program: 1) Strategic Plan Goal; 2) Strategic Plan Objective; and 3) Workplan Commitments plus time frame. (See Grants Policy Issuance 11-03 State Grant Workplans and Progress Reports for more information). EPA is not requiring a final report for CAA Section 105 grant program in accordance with 2 CFR 300.328(e).
Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the grant workplan are known.

C. Cybersecurity Condition

Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

D. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements,

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf or a copy may also be requested by contacting the EPA Project Officer for this award.

E. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at https://www.fgdc.gov/.

F. QUALITY ASSURANCE

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in 2 C.F.R. § 1500.12 Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement the Quality Assurance (QA) planning documents in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

1.Quality Management Plan (QMP)

a. Prior to beginning environmental information operations, the recipient must:

i. Submit a previously EPA-approved and current QMP,

ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the QMP is acceptable for this agreement.

b. The recipient must submit the QMP within 90 days after grant award, and/or no more than 180 days after grant award.

c. The recipient must review their approved QMP at least annually.These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPAPO and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA PO and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's Quality Management Plan (QMP) Standard.

2. Quality Assurance Project Plan (QAPP)

a. Prior to beginning environmental information operations, the recipient must:

i. Submit a previously EPA-approved QAPP proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s).

ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the previously EPA-approved QAPP is acceptable for this agreement.

b. The recipient must submit the QAPP 90 days after grant award, and/or no more than 180 days after grant award.

c. The recipient shall notify the PO and QAM when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.

d. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the PO and the QAM at least annually and may also be submitted when changes occur.

For Reference:

• Quality Management Plan (QMP) Standard and EPA's Quality Assurance Project Plan (QAPP) Standard; contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.

• EPA QA/G-5: Guidance for Quality Assurance Project Plans.

•(QAM and/or PO may insert QA references that inform or assist the recipient here).

•EPA's Quality Program website has a list of QA managers, and Specifications for EPA and Non-EPA Organizations.

• The Office of Grants and Debarment Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance

G. Minimum Matching Share Requirement:

This award and the resulting federal funding share of **57.00%** as shown under “Notice of Award” above is based on estimated costs requested in the recipient's application dated August 1, 2024. While actual total costs may differ than those estimates, the recipient is required to provide no less than **40%** of the final total allowable program/project costs (outlays). EPA's participation shall not exceed the total amount of federal funds awarded or the maximum federal share for this program of 60% of the final total allowable program/project costs.

H. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the City of Jacksonville, received financial support from the EPA under an Assistance Agreement. More information is available at: https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy.

RLA-17473 **R-25-7-604**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Melinda Goodman, HEALTH DEPARTMENT

Department: HEALTH DEPARTMENT

Requires Expenditure of Funds: YES Funded in Current Budget: NO

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract in the amount not to exceed $10,000.00 with the Tennessee Department of Health for the provision of the Implementation of Dementia: Community, Assistance, Resources and Empowerment (CARE) Services for the period beginning June 1, 2025 and ending September 29, 2025. (No local match required)
(Health Department)

Attachments

Resolution

Dementia CARE Grant Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A GRANT CONTRACT IN THE AMOUNT NOT TO EXCEED $10,000.00 WITH THE TENNESSEE DEPARTMENT OF HEALTH FOR THE PROVISION OF THE IMPLEMENTATION OF DEMENTIA: COMMUNITY, ASSISTANCE, RESOURCES AND EMPOWERMENT (CARE) SERVICES FOR THE PERIOD BEGINNING JUNE 1, 2025 AND ENDING SEPTEMBER 29, 2025. (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-25-7-604**

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 Implementation of Dementia: Community, Assistance, Resources and Empowerment (CARE) Services for the period beginning June 1, 2025 and ending September 29, 2025; and

WHEREAS, under the terms of the proposed grant contract, the Knox County Health Department will receive the amount not to exceed $10,000.00 for the aforesaid purpose, 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 Implementation of Dementia: Community, Assistance, Resources and Empowerment (CARE) 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 Implementation of Dementia: Community, Assistance, Resources and Empowerment (CARE) 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
June 1, 2025	September 29, 2025	34301-04126	

Grantee Legal Entity Name	Edison Vendor ID
Knox County Government dba Knox County Health Department	2830

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number 93.334

Grantee's fiscal year end June 30th

Service Caption (one line only)

Implementation of Dementia: CARE Services

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025		$0.00			$0.00
2026		$10,000.00			$10,000.00
TOTAL:		**$10,000.00**			**$10,000.00**

Grantee Selection Process Summary

☒ Competitive Selection	Request for Application (RFA) #34301-40825 was completed.
☐ 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.

Eric Bucholz

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
HL00018585	

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
KNOX COUNTY GOVERNMENT 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 Knox County Government dba Knox County Health Department, hereinafter referred to as the "Grantee," is for the provision of Implementation of Dementia: Community, Assistance, Resources, & Empowerment (CARE) services, 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. ADRD means Alzheimer's disease and related dementias.

b. Caregiver means someone who provides support with daily activities of living, manages medications, coordinates healthcare, and ensures safety and well-being for someone living with a dementia diagnosis. They may care for family members of origin (mom, dad, brother, sister, grandparent, etc.) or their chosen family (congregation member, neighbor, close friend).

c. Chronic conditions mean hypertension, traumatic brain injury, diabetes mellitus, cardiovascular diseases, obesity, hypercholesterolemia, sleep disorders, depression, Parkinson's disease, multiple sclerosis, chronic kidney disease, and other mood disorders.

d. Community means a group of people who share common characteristics, interests, values, or geographic location including, but not limited to, neighborhood, town, city, region, heritage, traditions, language, cultural practices, and religious group or spiritual tradition.

e. Community partners mean local and state government agencies, nonprofit organizations, senior centers, community groups, health and social service providers, educational institutions, researchers, healthcare providers, faith/religious-based organizations, advocacy groups, local businesses, and employers, etc.

f. Dementia means a group of symptoms that someone can experience if they are living with a diagnosis of Alzheimer's disease, vascular dementia, Lewy body dementia, frontotemporal dementia, other dementia, including Huntington's disease, or a mixture from more than one cause. Symptoms cause a decline in cognitive abilities, severe enough to interfere with daily life and independent functioning.

g. Dementia: CARE means Dementia: Community, Assistance, Resources, and Empowerment

h. Emergency preparedness is the process of planning and organizing resources to respond effectively to emergencies or disasters. It includes creating response plans, training

individuals, stockpiling supplies, coordinating with agencies, and adapting for vulnerable populations to ensure safety and swift recovery.

i. Local government means municipal or county-level authorities responsible for governing smaller geographic areas, such as cities, towns, or counties.

j. Local health department means public health agencies that serve smaller, specific geographic areas such as individual cities or counties.

k. Metro government means larger regional governments that oversee urban areas and surrounding regions, often including multiple cities or counties.

l. Metro health department means Madison, Shelby, Knox, Davidson, Hamilton, and Sullivan counties which operate under local governance, and also work closely with the State.

A.3. Service Goal. Execute the approved work plan aimed at enhancing the well-being of caregivers and the individuals with dementia they support.

A.4. Service Recipients. Individuals living with dementia, caregivers, local or metro communities.

A.5. Service Description. The Grantee shall:

a. Implement programs/services that improve the well-being of service recipients, as outlined in the approved Application for Dementia: CARE, Attachment 1.

b. Evaluate the effectiveness of the implemented services, as described in the approved Application for Dementia: CARE, Attachment 1.

c. Foster community engagement and collaboration.

d. Ensure inclusivity by addressing the needs and perspectives of all individuals, including older adults and other underserved or underrepresented groups, throughout the contract period. This includes using culturally sensitive language, ensuring physical and virtual accessibility, providing translation services, and removing barriers to participation.

e. Submit a sustainability plan to the State to ensure the continuation of services as a community resource.

A.6. Service Reporting. The Grantee must:

a. Confirm or modify the submitted work plan within 30 days of the start of the contract.

b. Submit a monthly status report, in a format provided by the State, by the first Monday of each month, summarizing:

(1) Key activities, accomplishments, milestones, events, training, or partnerships.
(2) Challenges encountered and strategies used to address them.
(3) Notable successes, preliminary findings, or impacts.
(4) Relevant attachments or supporting documents.

c. Upon the State’s request, facilitate a virtual meeting to provide service status updates with relevant representatives and partners. If the Grantee requires additional technical assistance, a request can be made at any time.

d. Submit all developed marketing materials, press releases, media, or other forms of mass communication, and curriculum for review and approval by the State prior to release to ensure continuity of messaging and cobranding and branding guidelines are maintained.

e. Submit a final report, due by September 29, 2025, detailing activities conducted during the contract term. This should include, but is not limited to:

(1) Summaries for key activities undertaken and accomplishments achieved during the contract period. This may include project milestones reached, events conducted, training sessions held, or partnerships established.
(2) Identification of challenges or obstacles encountered during the reporting period and the strategies implemented to address them. This could include technical difficulties, resource constraints, or unexpected delays.
(3) Identification of successes, seen and unforeseen, preliminary findings, or impacts resulting from project activities.
(4) Inclusion of relevant attachments or supporting documents, such as photos, flyers, reports, meeting minutes, or data tables, to provide additional context and evidence of progress.

A final report submittal process will be determined by the State.

f. Provide annual accrual data in a format provided by the State prior to the end of the State fiscal year (June 30, 2025).

A.7. In the performance of the services under this Grant Contract, the Grantee will collect and maintain data for its own use. The Grantee will not host any information for or on behalf of the State.

A.8. 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;

c. the Grantee's proposal (Attachment 1) incorporated to elaborate supplementary scope of services specifications.

A.9. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 2 is incorporated in this Grant Agreement.

A.10. 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.11. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

B. TERM OF CONTRACT:

B1. This Grant Contract shall be effective for the period beginning on June 1, 2025 ("Effective Date") and ending on September 29, 2025, ("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 ten thousand dollars ($10,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 3 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 4) 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:

Office of Healthy Aging
c/o Miranda Givens
710 James Robertson Parkway, 5th Fl
Nashville, TN 37219
Email: Miranda.Givens@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 & Office of Healthy Aging.
(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 Grantor State Agency 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 Grantor State Agency will not deem such Grantee costs to be allowable and reimbursable by the Grantor State Agency unless, at the sole discretion of the Grantor State Agency, 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 a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the Grantor State Agency (Attachment 5).

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:

Miranda Givens, Commissioner's Fellow
Department of Health
710 James Robertson Parkway, 5th Fl
Nashville, TN 37219
Miranda.Givens@tn.gov
Telephone # NA

The Grantee:

Kevin Parton, Senior Director
Knox County Government dba Knox County Health Department
1408 Dameron Avenue
Knoxville, TN 37917
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 6 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 the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. 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 under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, 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. 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.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. 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. 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://sos.tn.gov/TitleVI

E.8. 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.9. 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.10. 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: 93.334.

E. 11. 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.

IN WITNESS WHEREOF,

KNOX COUNTY GOVERNMENT:

GLENN JACOBS, COUNTY MAYOR **DATE**

APPROVED AS TO FORM: CONTRACT No.:

JESSICA JERNIGAN-JOHNSON, DEPUTY LAW DIRECTOR **DATE**

KNOX COUNTY HEALTH DEPARTMENT:

KEVIN PARTON, SENIOR DIRECTOR **DATE**

DEPARTMENT OF HEALTH:

RALPH ALVARADO, MD, FACP, COMMISSIONER **DATE**

Response ID:36 Data

1. Applicant Information

1. Organization Name:

Knox County Health Department

2. Primary Contact Person:

Name: : Reantha LeSueur
Title: : Program Manger
Email: : reantha.lesueur@knoxcounty.org
Phone #: : 865-215-5545

3. Secondary Contact Person:

Name: : Rachel Frazier
Title: : Health Educator
Email: : rachel.frazier@knoxcounty.org

4. Organizational Address:

Street: : 140 Dameron Ave.
City: : Knoxville
State: : TN
Zip Code: : 37917

5. Do you propose to use subcontractors for any portions of the scope of services?

No

If yes, please provide the name and address of each subcontractor and what specific services each will perform.

6. Select one (1) of the following as it applies to this application:

We have reviewed the sample contract with legal counsel and have found no issues with proceeding with the contract as it is currently written.

Please attach details of requested modifications to the sample contract.

2. Project Overview

7. Project Title:

Peace of MIND (Memory Informed Needs for Disaster Preparedness) in Knox County

8. Problem Statement and Abstract: The problem statement should define the local issue the project will address, focusing on how it impacts the target population and broader community. Use data and evidence to highlight the significance and urgency of the problem. Provide a concise summary of the proposed project, outlining the main goals, target population(s), and anticipated outcomes.

An emergency situation of any magnitude can be a highly stressful and impactful event for anyone, but especially those with dementia and their caregivers. Providing dementia patients and their caregivers with emergency preparedness protocols prior to an emergency event could make a stressful, and confusing situation more navigable. The Knox County Health Department's (KCHD) 2023 Abridged Community Health Assessment (CHA) highlighted significant disparities across the social determinants of health. According to the 2023 CHA, 11.2% adults live with diabetes; however, the rate among Black adults is higher at 17.2%.

The trend continues with overall obesity rates (36%) and obesity rates among Black adults (52.9%). Moreover, the 2023 US Census indicates the fastest growing population in Knox County are adults over 65. Among this population, 31% live with two to three chronic conditions. Minimizing these risk factors that are associated with dementia can reduce the number of dementia related deaths over time.

According to the TN Alzheimer's and Related Dementia Advisory Council Tennessee State Plan, there are 120,000 individuals with Alzheimer's Disease (a form of dementia), and these individuals are being cared for by 439,000 informal caregivers. Considering the large number of caregivers, it is key to support and equip them with education and resources to keep individuals with dementia safe. According to the Alzheimer's Association, 10.6% of Knox County adults 65+ have Alzheimer's. Additionally, the Knox County Health Department's 2019 Community Health Assessment indicates that Alzheimer's is the 6th leading cause of death.

According to the Healthy Brain Initiative, there is an estimated 10 billion hours of unpaid care annually to people living with dementia. On a local level in Knox County, the cost of care is over $7 billion for an estimated 376k caregivers, and 4.96 million hours. Given the burden faced by caregivers, and intentional efforts to prepare those with dementia,

Knox County's fastest growing population are those over 65 years of age. In September 2023, KCHD served as the convening organization to pursue membership on behalf of Knox County to join AARP's Age-Friendly Network. Working with a team comprised of leaders in various Knox County departments, the Knoxville-Knox County Planning Organization, and local AARP volunteers, KCHD submitted a Knox County action plan to AARP that addressed three domains of livability: housing, social participation and outdoor spaces and buildings. AARP granted Knox County admission into the Age-Friendly Network of Communities on September 22, 2024. In addition, KCHD created an internal workgroup to review current programs and services to identify strategies to promote brain health and healthy aging. In October 2024, KCHD submitted the Trust for America's Health Age-Friendly Public Health System application in and became the first metro in Tennessee to be recognized.

The Knox County Health Department (KCHD) proposes Peace of MIND (Memory Informed Needs for Disaster Preparedness) Kits. These kits will be for individuals with dementia, their family, and caregivers to quickly take with them in any emergency event. To effectively distribute kits, our partner the Knoxville-Knox County Office on Ageing, will serve as a distribution site. Providing emergency kits with essential items, as well as a list of resources, will aid in reducing fear and anxiety surrounding an emergency event.

9. Narrative: Provide a detailed explanation of your proposed initiative, providing a comprehensive view of the goals and objectives, methods and activities, expected outcomes, and partnerships and collaborations. It should reflect your understanding of the community's needs, demonstrate the feasibility of your approach, and align with the goals of the funding opportunity.

The Knox County Health Department (KCHD) proposes the following goals to address emergency preparedness for individuals living with dementia and their caregivers.

Goal 1: By August 31, 2025, create 500 Peace of MIND Kits.

Goal 2: By September 29, 2025, host at least one distribution event in collaboration with the KCHD emergency preparedness division and the Knoxville-Knox County Community Action Committee's (CAC) Office on Aging.

Goal 3: By September 29, 2025, provide education and resources in relation to dementia and emergency preparedness in an online format, on the Knox County Health Department's Age-Friendly webpage, targeting caregivers.

Goal 1: KCHD Senior Safety Health Educator will partner with KCHD's Emergency Preparedness Health Educator to identify and prioritize a list of items that should be included in Knox County's Peace of MIND Kits. Examples of potential items that will be included in the Peace of MIND Kits include the following items: waterproof bag, current medication list, emergency contact list, small toiletry kit, a comfort item (coloring book or blanket), and pill case. KCHD will provide blank versions of the medication list and contact list, with instructions on how it can be filled out with a caregiver and physician. To keep important documents safe, self-adhesive waterproof sheets will be provided in the kits, and a lamination machine will be available to laminate any material at scheduled distribution events. Additionally, the kits will include a printed resource list outlining local shelters, food banks, and

emergency services numbers.

Goal 2: KCHD will promote emergency preparedness for people living with dementia and caregivers on KCHD's well established social media channels bringing increased awareness to this important topic to the community. KCHD will also partner with content experts to incorporate best practices in meeting the unique needs of the target population. KCHD will host at least two distribution events. The first event will be in August, once the kits have been shared by our community partners and marketed on KCHD social media accounts. The August event will serve as a kickoff of the Peace of MIND campaign and will be hosted in partnership with the Community Action Center (CAC) Office on Aging and the John T. O'Connor Senior Center. The O'Connor Senior Center is one of the largest senior centers and provides services to a wide array of zip codes in the Knoxville community. The second event will be held in September during Senior Fall Prevention Awareness Month. For the past 17 years, KCHD's Senior Safety Health Educator collaborates with partners to host a Fall Prevention Awareness Day (FPAD). This day brings together vendors who provide services for the aging population including balance screening, vision tests, Medicare information, and other health-related vendors. This event is a well-attended, with over 100 participants this past year and includes senior citizens, adult day center attendees, as well as caregivers. The Knox County Mayor kicks off this annual event as a guest speaker, sharing the importance of senior safety in the community. Utilizing the target audience for the FPAD event at the O'Connor Senior Center, KCHD will organize and facilitate an emergency preparedness table with the Peace of MIND kits. KCHD personnel will be available to answer questions and distribute kits as well as other essential emergency preparedness resources provided by KCHD's emergency response health educator for attendees.

The Knox/East TN Healthcare coalition, an organization that works directly with at-risk populations will serve as a key partner in marketing and distributing the Peace of MIND kits in conjunction with their broader networks as well as on a regional level.

Along with Peace of MIND distribution, KCHD's Senior Safety and Emergency Preparedness Health Educators will provide community outreach on a variety of educational topics. Senior safety presentations include information on fall prevention, brain health, and dementia, such as Alzheimer's. KCHD will use this as an opportunity to educate attendees on emergency preparedness, and its importance in relation to those with dementia. Presentations are given in various locations in the community, targeting vulnerable populations, with a focus on including caregivers in senior safety presentations.

Goal 3: KCHD will review and update the Age-Friendly webpage to include information on emergency preparedness for those living with dementia, education on Peace of MIND Kits, and when distribution events will occur. Additionally, the webpage will have resources for caregivers on how they can create their own kits and provides additional emergency preparedness information for not only the aging population, but those with dementia.

The KCHD team expects three overall outcomes from this project, as outlined from the three goals. First, 500 people living with dementia, and their caregivers, will receive a Peace of MIND kit to better equip themselves in an emergency event. Second, the team expects an increase in emergency preparedness education among those living with dementia using social media, as well as two distribution events in collaboration with partners. The third expected outcome is to have an updated healthy aging webpage to include emergency preparedness information and resources. Looking beyond the three specific expected outcomes, KCHD expects an overall increase in understanding of emergency preparedness for those living with dementia and their caregivers. This project has a specific focus on those with dementia but given the vast reach of KCHD and its partners, emergency preparedness education will reach others who are aging, and become an essential piece of overall senior safety. If awarded this funding, KCHD anticipates additional partnerships to replicate the kits, and an overall increased interest in emergency preparedness. Additional partnerships to pursue will be distribution points with emergency preparedness staff assisting with creating kits on site, lamination stations for important documents, or online platforms in addition to KCHD promoting similar emergency preparedness strategies.

10. Estimated Project Reach:

KCHD will create and distribute at least 500 individual Peace of MIND kits in collaboration with our community partners assistance, reaching approximately 1,000 people. Kits will be given to caregivers of individuals living with dementia. In addition, the greater Knox County Community will be reached through educational events, social media presence, and KCHD's Healthy Aging webpage, reaching thousands of people. Monthly educational events conducted by the KCHD Senior Safety Health Educator will reach between 80-100 attendees during the grant cycle.

11. Staff and Leadership: Outline the approach to managing the project effectively, ensuring timely execution and alignment with funding goals including description of proposal leadership and oversight, plans for communication among team members and partners, and strategies to address potential challenges or delays.

The Knox County Health Department (KCHD) team involved in this project has many years of combined education and experience in collaboration with partners, bringing a wealth of knowledge into project management. The primary Health Educator on this project has 35 years of working in senior safety and public health, the Program Manager has 8 years of experience working in public health in various roles at KCHD, and the Director has 18 years of experience in public health also from work in various roles held at KCHD. The Peace of MIND project will primarily be managed by the KCHD Senior Fall Prevention Health Educator, with direct oversight from a Health Promotion and Outreach Program Manager. The Health Educator's main role will be to gather materials for the kits, create the kits, coordinate distribution, and deliver education to promote emergency preparedness among those living with dementia. The Program Manager's role will assist the Health Educator as needed, coordinating with partners, assisting with promotion, evaluation, and attending distribution events. Additionally, the Director of Community Health will have oversight of the project by assisting with identifying new partners and overall sustainability of the project.

The Health Educator on this project will report to the Health Promotion and Outreach Program Manager in terms of communication in relation to this work. The KCHD team will work directly with partners for distribution and distribution events through individual meetings and emails. The Program Manager will update the Director in individual meetings to keep everyone updated on the progress or any challenges faced.

In the event of a delay in creating the kits, the KCHD team will work directly with the necessary parties such as a product vendor to reorganize or change products that will better suit our timeline. If there is a delay in distribution, KCHD will have open lines of communications with partners to reschedule in a timely manner.

One potential challenge will be working with partners to ensure that kits are given to caregivers of those living with dementia. Additionally, recording the necessary information when the kits are picked up is crucial to evaluating the success of this project. This will be addressed in the beginning of the project with our partners by sharing detailed instructions on who is eligible for the Peace of MIND kit, as well as physical and digital copies of a table to note who is picking the kit up and their contact information. The KCHD team will also be available to answer any questions with partners in-person, via email, and at distribution events.

12. Partner List: Provide a list of community partners that will be involved.

Knoxville-Knox County CAC Office on Aging

Knox County Senior Centers

Knox East TN Healthcare Coalition Advisory Board

KCHD Emergency Preparedness Division

Knox County Libraries

13. Sustainability: Explain how the project's benefits will be sustained beyond the funding period. This may include sustainability strategies, community involvement, capacity building, infrastructure maintenance, and scalability and replication.

The Knox County Health Department (KCHD) team plans to sustain this project beyond the funding period through a variety of methods. This will include working with partners to supplement and replicate the kits to reach a wide audience of the aging population, beyond those living with dementia. The East TN Wellness Roundtable (ETWR), facilitated by KCHD staff, brings together area professionals and organizations to learn about current wellness trends. KCHD will offer dementia related trainings to the ETWR group, including options such as Dementia Friendly America, ACT on Alzheimer's, and Dementia Friendly at Work. These trainings will provide an opportunity to sustain the project beyond the funding period and extends the reach of education to community businesses across the area. The KCHD Senior Fall Prevention Health Educator will replicate the Peace of MIND Kits, which aligns with current work on healthy aging, aging in place, fall prevention, brain health, and dementia related

diseases such as Alzheimer's. In addition to creating and sharing the kits, KCHD's Age-Friendly webpage will provide a large platform to teach residents on how to create their own kits, with budget friendly options. The website will include directions on creating the kits and the printable materials. These resources can be used by anyone interested in emergency preparedness and extends beyond caregivers of those living with dementia.

14. Evaluation Narrative: Describe how the applicant will evaluate the impact and success of the project. Include evaluation metrics and indicators, details on data collection methods and analysis, and timeline for evaluation (baseline, interim, final). Also, describe how findings will be used to adjust or improve the project during implementation, inform future projects or initiatives, and share lessons learned with other communities.

The success of the Peace of MIND project will be measured by number of kits distributed, hosting at least one distribution event, and extending education on emergency preparedness for those living with dementia.

To evaluate the success on distribution, each time a kit is distributed it will be noted. Information collected upon receiving a kit will include contact information, where they heard about the kits, and email information to be sent a follow up survey. This will provide the KCHD team distribution metrics, and a mechanism to provide a follow up survey whether the kit useful, easy to use/understand, and if any additional resources are needed. The baseline for this measure will begin at zero at the start of the funding period, a mid-period number will be tracked, and final number distributed at the end. Data will be analyzed by noting number distributed and assessing the feedback from surveys on a qualitative level. The data will provide the team distribution progress, the marketing impact, as well trends in relation to zip code or area of the county where people are obtaining the kits.

To evaluate progress on education, the number of presentations will be recorded. Participants will also complete a survey to assess knowledge change. The survey will assess baseline knowledge of emergency preparedness before and after a presentation. Additionally, utilizing the existing KCHD social media and website, the number of views and reach will be tracked.

All data tracked will be used to evaluate success of the program and will provide valuable insight into where more education is needed in the community. KCHD staff will assess future needs and determine how future kits will be distributed.

15. Total Amount of Funding Requested:

$10,000

16. Budget Narrative: Provide a clear explanation of amount of funds requested (up to $10,000.00) and how funds will be allocated to support the proposal. It should detail each anticipated expense, explain how the costs align with the proposal, and provide justification of the requested funds. Additionally, this section should highlight any other funding sources, including in-kind contributions and describe any history in receiving State funds.

The Knox County Health Department is requesting the full amount, $10,000, to implement the three goals outlined in our application.

Supplies
Grant funding ($6,000) will be used to purchase emergency kit items that may include items such as a waterproof bag, a comfort item like as a coloring book, small toiletry kit, and self-adhesive waterproof sheets.

Printing
The additional items in the kits will include item that will use printing fees ($2000). The printed items will include an emergency contact list, medication list, and resource list.

Professional Fees
Promotion of the kits, as well as overall emergency preparedness for those living with dementia will use professional fees ($2000). This will include using KCHD's established social media channels, and paid promotion on the Meta sites including Facebook and Instagram.

In-kind
KCHD has many partners and organizations who support community initiatives and have an interest in supplying additional

items to the kits, as an in-kind expense. To support distribution of the kits, the CAC Office on Aging will supply the venue. Additional in-kind expenses include time from the KCHD Senior Safety and Emergency Preparedness Health Educators, the Health Promotion and Outreach Program Manager, and Director of Community Health.

The health department has received multiple grants, both competitive and non-competitive funding, from the state to fund various initiatives in Knox County.

3. Additional Attachments

17. Please upload your signed Competitive Requirements document here:

COMPETITIVE_REQUIREMENTS_Knox_County_Health_Department.pdf

18. Please upload the following REQUIRED additional attachments here:
Work Plan (Gantt chart, Excel, or table format; include: activity, responsible party, timeline, expected outcome, resources needed, evaluation method)
Key Personnel Resumes or Biosketches
Letters of Support (LOS) or Commitment (LOC) from community or regional partners; two (2) minimum.

Knox_County_Health_Department_CARE_Grant_Application.pdf

19. Please upload your Excel Budget Form (Attachment 3) here:

Budget_Knox_County_Health_Department.xlsx

20. Please upload the following OPTIONAL additional attachments here:
Project Evaluation Plan
Organizational Chart
Mapping or Demographic Information
Data or Needs Assessment Report(s)

4. Thank You!

New Send Email

May 21, 2025 12:56:24 Success: Email Sent to: Competitive.Health@tn.gov

New Send Email

May 21, 2025 12:56:24 Success: Email Sent to: reantha.lesueur@knoxcounty.org

ATTACHMENT 2

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	Knox County Government dba Knox County Health Department
Subrecipient's Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	1 NU58DP007527-01
Federal award date	2/13/2024
Subaward Period of Performance Start and End Date	9/30/23 – 9/29/28
Subaward Budget Period Start and End Date	9/30/24 – 9/29/25
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.334
Grant contract's begin date	6/1/25
Grant contract's end date	9/29/25
Amount of federal funds obligated by this grant contract	$10,000.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$2,500,000.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	3L24 BOLD PH Programs
Name of federal awarding agency	Centers for Disease Control
Name and contact information for the federal awarding official	Justie Huff Grants Management Specialist Poq9@cdc.gov (404) 498-2653
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Rochelle Roberts, Rochelle.l.roberts@tn.gov
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)	NA

ATTACHMENT #3

(BUDGET PAGE 1)

GRANT BUDGET

The Government of Knox County dba Knox County Health Department

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning June 1, 2025, and ending September 29, 2025. ***Roll-Up***

	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries[2]	$0.00	$0.00	$0.00
	Benefits & Taxes	$0.00	$0.00	$0.00
	Professional Fee/ Grant & Award [2]	$2,000.00	$0.00	$2,000.00
	Supplies	$6,000.00	$0.00	$6,000.00
	Telephone	$0.00	$0.00	$0.00
	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	$2,000.00	$0.00	$2,000.00
	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	**$10,000.00**	**$0.00**	**$10,000.00**

[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.

ATTACHMENT #3

(BUDGET PAGE 2)

GRANT BUDGET

The Government of Knox County dba Knox County Health Department

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning June 1, 2025, and ending June 30, 2025. ***Year 1***

	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries[2]	$0.00	$0.00	$0.00
	Benefits & Taxes	$0.00	$0.00	$0.00
	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
	Supplies	$0.00	$0.00	$0.00
	Telephone	$0.00	$0.00	$0.00
	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 (% of Method)	$0.00	$0.00	$0.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	$0.00	$0.00	$0.00

[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:

PROFESSIONAL FEE/GRANT & AWARD	AMOUNT
TOTAL ROUNDED	$0.00

ATTACHMENT #3

(BUDGET PAGE 4)

GRANT BUDGET

The Government of Knox County dba Knox County Health Department

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2025, and ending September 29, 2025. ***Year 2***

	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries[2]	$0.00	$0.00	$0.00
	Benefits & Taxes	$0.00	$0.00	$0.00
	Professional Fee/ Grant & Award [2]	$2,000.00	$0.00	$2,000.00
	Supplies	$6,000.00	$0.00	$6,000.00
	Telephone	$0.00	$0.00	$0.00
	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	$2,000.00	$0.00	$2,000.00
	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 (% of Method)	$0.00	$0.00	$0.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	$10,000.00	$0.00	$10,000.00

[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:

PROFESSIONAL FEE/GRANT & AWARD	AMOUNT
Boosted social media and graphics.	$2,000.00
TOTAL ROUNDED	**$2,000.00**

TN Department of Health

Invoice Reimbursement Form

Section 1: Contract Information (to be completed by TDH Accounts)

PO # _____

PO Line # _____

Receipt # _____

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	$ 0.00	$ 0.00	$ 0.00

Section 3: Payment Information (to be completed by TDH Program)

Service Type (Select One): ☐ Medical Services ☐ Non-Medical Services

Speedchart	User Code	Project ID	Amount ($)

Section 4: Authorized Signatures

Contractor/Grantee Authorization

Name: _____

Date: _____

Signature: _____

TDH Program Authorization

Name: _____

Date: _____

Signature: _____

TDH Accounts Authorization

Name: _____

Date: _____

Signature: _____

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 refund 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
Mailing Address:

Monaliz Hana Telephone: (615) 253-3406
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 TRACABLE 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: https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy3.pdf

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 _____

Attachment 5

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)				
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)				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

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)				
	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)				
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)				
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)				
Reconciliation Between Total and Reimbursable Expenses					
51	Total Expenses (line 25)				
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)				
55	Reimbursable Expenses (line 51 less lines 52,53,54)				
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)				
58	Advances				
59	This reimbursement (line 57 less line 58)				

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 YEAR TO DATE	TOTAL NONGRANT/ UNALLOWABLE EXPENSES YEAR TO DATE	TOTAL ADMINISTRATIVE EXPENSES YEAR TO DATE	GRAND TOTAL YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses				
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				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

ATTACHMENT 6

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, any activities that were not completed)*

Submit one copy to:

Rochelle Roberts, Office of Healthy Aging, State Dementia Director at Rochelle.L.Roberts@tn.gov;

fa.audit@tn.gov, TN Department of Finance and Administration

RLA-17506 **R-25-7-605**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Melinda Goodman, HEALTH DEPARTMENT

Department: HEALTH DEPARTMENT

Requires Expenditure of Funds: YES Funded in Current Budget: NO

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Shield & Buckler Security, Inc. for armed security guard services for the Knox County Health Department.
(Health Department)

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH SHIELD & BUCKLER SECURITY, INC. FOR ARMED SECURITY GUARD SERVICES FOR THE KNOX COUNTY HEALTH DEPARTMENT.

RESOLUTION: R-25-7-605

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 desires to have a contractor provide armed security guard services for the Knox County Health Department; and

WHEREAS, the Knox County Procurement Division requested proposals for this purpose and it has been determined that Shield & Buckler Security, Inc. submitted the proposal that is most responsible and responsive and best conforms to the specifications and needs of Knox County and the Knox County Schools; and

WHEREAS, the proposed contract with Shield & Buckler Security, Inc. is 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, Shield & Buckler Security, Inc. 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 Shield & Buckler Security, Inc. for the provision of armed security guard services for the Knox County Health Department 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 Shield & Buckler Security, Inc. for the provision of armed security guard services for the Knox County Health Department 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

Shield & Buckler Security, Inc.

This Contract made and entered into between Knox County, Tennessee, hereinafter referred to as the "County" and Shield & Buckler Security, Inc., hereinafter referred to as "Contractor".

Whereas, the County requested bids for Armed Security Guard Services for Knox County Government (Request for Proposal #3661) 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 August 2025 and ends the 31st day of July 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 Armed Security Guard Services per the Contractor's response to Request for Proposal #3661; 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 Armed Security Guard Services pursuant to Request for Proposal #3661.

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 Armed Security Guard 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 Armed Security Guard 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. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor in relation to this Agreement shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Contractor in relation to this Agreement shall be approved by the State.

20. **Conflicts of Interest.** The Contractor warrants that no par of the Agreement 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 Contractor in connection with any work contemplated or performed relative to this Agreement.

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

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 Contract shall complete and submit Standard Form- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents of 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.

22. Public Accountability. If the Contract is subject to Tenn. Code Ann. § 8-4-401, et seq. or if this Agreement involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Contractor 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 RECEPIENT 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.

23. 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 #3661 and Addendum I, Addendum II and Addendum III
B. Contractor's Response to Request for Proposal #3661 and Addendum I, Addendum II and Addendum III

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, TENNESSEE

by: _____

Glenn Jacobs
Knox County Mayor

Date: _____

Contract #: _____
Approved as to Legal Form:

_____
(printed name)

_____
(signature)

Date: _____

SHIELD & BUCKLER SECURITY, INC.

_____
(printed name)

_____
(signature) **Date:** _____

Attachment "A"

Signed Letter of Intent
Request for Proposal No. 3661
Addendum I, Addendum II
and Addendum III

Armed Security Guard 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:	Armed Security Guard Services
Term of Agreement:	Four (4) one year renewal options
Successful Vendor:	Sheild and Buckler Security
Vendor Contact:	Brandi Kern (bkern@sbsitn.com)
Buyer:	Susan Colella
Date:	July 8, 2025

Sheild and Buckler Security has been issued this Notice of Intent to Award for the provision of Armed Security Guard Services as described in Request for Proposals 3661. Carefully review the document and if you are in agreement with the terms and conditions set forth in Request for Proposals please signify by providing an authorized signature in the space provided below. Please email to susan.colella@knoxcounty.org.

Pending Contract Execution.

Authorizing signature: Brandi L Kern Date: 7-9-25

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 **Armed Security Guard Services** as specified herein. Proposals must be received by **2:00 p.m.** on **May 20, 2025.** Late proposals will neither be considered nor returned.

Deliver Proposals To:

Proposal Number 3661
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 or 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, 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
Email: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 **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:** 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.

1.19 **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 May 6, 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 subcontract 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 **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.

2.8 **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 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.

2.10 **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 **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.

2.13 **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.

2.14 **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.

2.15 **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 and 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.

2.16 **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.

2.17 **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.

2.18 **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.

2.19 **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.

2.20 **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.

2.21 **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 the Knox County Health Department with quality Armed Security Guard Services. 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:** The length of this Contract will be one (1) year with the option to renew upon mutual consent of both parties. The term agreement may be renewed for an additional four (4) years, one (1) year at a time, for a possible total of five (5) years. Knox County reserves the right to purchase these products and/or 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 **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.

3.10 **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 Knox County Commission and must receive a majority vote. 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). If a Contractor's Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted they will not be accepted.

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

Approach to Scope of Work	40 Points
Experience and Qualifications	40 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 IX 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 **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.

3.15 **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 (Attachment C) regarding coverage and endorsement requirements.

3.16 **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 Health Department
Attn: Leslie Collier
140 Dameron Avenue
Knoxville, TN 37917

3.17 **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.

3.18 **NEGOTIATION:** Knox County may select a successful proposer based on initial offers received without discussions. 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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **PRICING:** The Contractor(s) warrants that the unit price stated for all items 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 initial 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 vendor may:

3.22.1 Continue with the existing prices.
3.22.2 Request a lower price increase.
3.22.3 Not accept the renewal offer.

Contractor(s) must submit proof of price increase. If a price increase is approved by Knox County Procurement and the requesting department the approval notification will be made in writing and the Contractor(s) will be notified of the new price schedule and the effective date

3.23 **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.

3.24 **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.

3.25 **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.

3.26 **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.

3.27 **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.

3.28 **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.

3.29 **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.

3.30 **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.

3.31 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **May 6, 2025 at 4:30 p.m. local time**. Submit questions as noted in Section 1.1.

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

SECTION IV SCOPE OF WORK

The successful vendor will provide Armed Security Guard Services for the Knox County Health Department. Proposers must submit pricing based on the requirements detailed in accordance with the requirements and specifications stated below. The Request for Proposals outlines the scope of services and requirements that must be addressed by any Contractor submitting a response to this solicitation

4.1 **SCOPE OF WORK:** Knox County is seeking a Contractor(s) to provide Armed Security Guard Services for the Knox County Health Department, hereafter referred to as the County. The County is seeking to partner with a security provider to enforce security related policies, as well as to protect the public, staff and property of the Knox County Health Department.

An Armed Security Guard refers to a security guard engaged in the service of any Contract resulting from this RFP. While on premise, the security staff will be under the supervision of a designated security liaison at Knox County Health Department.

4.2 **BACKGROUND INFORMATION:** The main location of the Knox County Health Department is located at 140 Dameron Ave, Knoxville 37917 and has three (3) levels with approximately sixty thousand (60,000) square feet, along with public and employee parking lots. This facility will be the main location for armed security services. Occasionally, armed security guard services may be needed at:

West Clinic
9000 Executive Park Drive, Suite A301B
Knoxville, Tn 37923

4.3 **CONTRACTOR RESPONSIBILITIES:** Proposers must provide a narrative description of their proposed work plan for providing Armed Security Guard Services. The Vendor's response should detail how they will provide Armed Security Guard Services to the County. The Contractor shall:

4.3.1 Have and, if awarded, maintain any required certificates and licenses related to the provision of this service.

4.3.2 Submit monthly invoices to a designated Knox County Health Department supervisory employee that documents the charges for services rendered for that month.

4.3.3 Ensure that the security service is licensed, and security personnel certified under TCA -62-35-101 et seq. with a Certificate of Insurance per TCA 62-35-114. Contractor engaged in providing service to Knox County must maintain any applicable certifications and receive on-going training as required by TCA-62-35-101 et seq. during the term of this service. Contractor must be in good standing with the Knox County Sheriff's Office (KCSO). A copy of the license(s) and certification(s) of any personnel assigned to the Knox County Health Department must be submitted with the proposal and maintained during contract period.

4.3.4 Ensure that appropriate professional reference and background checks will be conducted by the Contractor on all individuals utilized by the Contractor for the execution of any service provided to Knox County arising from this RFP.

4.3.5 The Contractor will maintain a drug-free workplace in accordance with applicable federal, state and local laws and regulations. Due to the safety-sensitive nature of armed security guard services, all personnel assigned under this contract will be free from the influence of drugs and alcohol at all times while performing services.

- The Contractor will have a drug testing program that includes, at a minimum:
    - Pre-Employment Testing
    - Random Testing
    - Reasonable Suspicion Testing
    - Post-Incident Testing

Any individual who tests positive for illegal drugs or is found to be under the influence of alcohol while on duty will be immediately removed from KCHD premises and will not be reassigned to this contract.

4.3.6 The Contractor will maintain documentation of its drug-free policy, testing procedures and results of drug tests and make them available to Knox County upon request. Non-compliance with this requirement may result in contract termination.

4.3.7 Perform monthly checks on service provided to Knox County arising from this RFP to include face-to-face meetings with designated Knox County Health Department staff upon request.

4.4 **EQUIPMENT:** Guards shall be dressed in a professional manner which clearly identifies them as a security guard. Contractor shall provide each guard with all clothing and equipment necessary to perform the tasks described herein. This may include, but is not limited to, proper weaponry, appropriate seasonal outer garments, flashlights, safety shoes, reflective vests, ballistic vest and cell phones. A two-way radio will be provided by the Knox County Health Department at the beginning of the shift and returned when shift is concluded. Guards shall bear a symbol, badge, emblem or insignia clearly identifying the wearer as a security guard. Contractors must provide their guards with a photo identification badge.

Note: Use of cell phones by security personnel except for business purposes is prohibited.

4.5 **EXPERIENCE:** Proposers will be required to supply information demonstrating their experience providing Armed Security Guard Services

4.6 **GUARD DUTIES:** The following are the minimum responsibilities of the Armed Security Guard at the Knox County Health Department.

- Maintain a highly visible security presence inside and outside the facility, which will include foot patrol.
- Good communication skills. Bilingual will be helpful but not required.
- Display proper photo identification badge while on any property belonging to Knox County.
- Regularly patrol all public areas of Knox County Health Department including:
  - The Basement level, First and Second Floors
  - Public Restrooms
  - Outdoor Knox County Health Department property, including parking lots (public/employee)
- Working with designated health department personnel to ensure that security cameras are functioning properly and to monitor security cameras as needed.
- Handle security related emergencies and security issues reported by staff and public.
- When alerted by staff, promptly respond to calls to engage with and/or remove unruly patrons and visitors.
- Ability to handle stressful situations and/or individuals under stressful circumstances.
- Ability to follow directions without hesitation and under stressful situations.
- Maintain familiarity with means by which to summon emergency personnel.
- Provide armed security for authorized special events at the Knox County Health Department as required. Locations may vary.
- Maintain confidentially of any clients and patients seeking/receiving services at KCHD.
- Maintain a daily activity log and submit log to designated Knox County Health Department personnel.
- Investigate any accidents occurring at the facility, with a follow-up written report to be completed as soon as practicable following the accident. Submit incident reports as required to employee health nurse immediately following incidents.
- Maintain familiarity with the exact location and proper use of emergency equipment including but not limited to fire extinguisher.
- Perform other duties as required.

4.7 **GUARD QUALIFICATIONS:** The following are the minimum qualifications for individuals rendering Armed Security Guard Services. Contractor must include copies of licenses and certifications for all individuals who may provide services related to this RFP.

4.7.1 Contractor's employees assigned to a Contract resulting from this RFP must be certified as an armed security guard by the State of Tennessee, under TCA 62-35-101 et seq.

4.7.2 Contractor's employees assigned to a Contract resulting from this RFP must have extensive training and prior experience with security practices and have the ability to engage with the public in a manner that reflects the County's expected level of service, values and rules of conduct.

4.7.3 Security staff shall have comprehensive training in dealing with persons with mental illness, substance abuse issues and homelessness.

4.7.4 Security staff shall be familiar with security and crime issues relating to the downtown Knoxville area.

4.8 **HIPAA/HITECH:** As applicable, 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).

4.9 **HOURS & SCHEDULING:** The following are the standard operating hours which are the typical hours that Armed Security Guard personnel will be needed at the Knox County Health Department. Security Services will not be required if the Health Department is closed due to weather events, actions taken by the Knox County Mayor or holidays observed by Knox County. A listing of holidays observed by Knox County can be found at the following link: https://www.knoxcounty.org/hr/holidays.php. Security Guard Services utilized during the hours noted below will be billed at the Regular Business Hours Fixed Hourly Rate. Special events requiring extended hours will be submitted to the Contractor in the form of a monthly calendar prior to the start of each month and the scheduling of guards should be done in a manner that minimizes overtime.

Armed Security Guard Hours of Operation	
Monday – Friday	7:45 AM – 5:00 PM*

*Note: The second and fourth Tuesday of every month are extended clinics. On these days, the Health Department will extend its hours to 7:00 p.m. This extended schedule is to be billed at the standard hourly rate.

4.10 **PARKING:** Parking is available at all KCHD facilities at no charge.

SECTION V PROPOSAL FORMAT

The following guidelines should be followed when responding to the Request for Proposals. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposers. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. The County reserves the right to amend the Request for Proposals by addendum prior to the final date of proposal submission.

- Knox County requests proposals be in sufficient detail to address all requirements.
- The County requests responses be submitted in a three-ring binder containing sections separated by tabs. **Do not submit spiral bound or glued responses.**
- Please submit one (1) marked original and one (1) exact copy.
- Page numbers should be placed on the bottom center of pages.
- Proposers shall also submit an exact copy of the original proposal on a flash drive. **This shall be in one (1) complete pdf file. Do not include multiple folders on the flash drive.**

TAB I **SIGNED COVER LETTER AUTHORIZING SUBMISSION OF THE PROPOSAL**

TAB II **PROPOSER INFORMATION**
Company Name, Address, Knox County Vendor Number, Primary Contact Person, Contact Telephone Number, Contact Email, copy of Knox County Business License (if applicable), State of Tennessee Sales Tax Number (if applicable), Federal Tax Identification number (EIN), statement as to whether or not you will accept payment via credit card, acknowledgement of addenda (if applicable).

TAB III **TABLE OF CONTENTS**

TAB IV **APPROACH TO SCOPE OF WORK (40 Points)**
Proposers are to thoroughly detail how their proposed services will meet the requirements outlined in the Scope of Work. Proposers must demonstrate an understanding of Knox County's needs and fully explain the organization's overall approach to meet the County's requirement to include:

- Proposers must submit a comprehensive narrative explanation of the methodology it intends to employ along with an explanation of how the methodology will serve to accomplish the work and provide the deliverables described in the scope of work.
- Proposers must provide an implementation plan and comprehensive narrative statements that outline the management plan it intends to follow. This information should fully illustrate how the plan will serve to accomplish the work and furnish the deliverables described in the scope of work.
- Describe the recruitment, screening and hiring policies of the firm. Contractor is to clearly outline the recruitment and screening processes by which guards are hired, including the medium through which the Contractor advertises and any of the organization's minimum hiring requirements. Detail the process by which the Contractor conducts and maintains screenings and professional reference checks.
- Describe how the organization's training processes align with and support the ability of the Contractor to meet the mandatory requirements of this RFP. Detail the Contractor's policies and practices regarding on-going training. Identify the manufacturer, model and caliber of weapon guards will carry. Detail the Contractor's "Response to Resistance" protocol.
- For each of the individuals who may provide service, provide the following information: (a) title; (b) a listing of current certifications/licenses held by that person; (c) area(s) of expertise, experience and training. If new guard personnel are added during the course of the contract, the Contractor must submit their credentials for approval by KCHD before they begin service.
- Detail the organization's guard staffing resources. Identify the total number of guards available to perform the services detailed herein and identify the number of guards that will be utilized during a standard forty (40) hour week. Describe the Contractor's staffing policy toward special events and employee absences
- Provide an overview of how the scheduling of guards will be done in a manner that minimizes overtime.
- Provide a sample monthly guard schedule reflecting two (2) extended hour clinics and one (1) 4-hour special event on a Saturday following an extend hour clinic.
- Identify the individual(s) who will be responsible for submitting monthly invoices and performing quarterly checks with facility managers. Provide a sample invoice corresponding to the sample schedule detailed above.

TAB V **EXPERIENCE AND QUALIFICATIONS (40 POINTS)**

- Provide a thorough background and description of the firm, identifying the number of years that the firm has been in business. Detail the firm's experience providing Armed Security Guard Services comparable to those being requested in this RFP.
- Vendors are to complete References per Attachment A. Do not use the Knox County Health Department or Knox County Government as a reference.

TAB VI **PROPOSED COST**

Please detail the costs of the services outlined in this proposal in the format provided in Attachment B. Cost of services shall be quoted as a regular fixed hourly rate as well as a fixed overtime hourly rate for services performed outside of the regular operating hours of the Knox County Health Department. Hourly rates are to include all travel and ancillary out of pocket expenses.

NOTE: This tab shall only be included in the original document and the exact electronic version. This tab is to be submitted under separate cover from the other parts of the vendor's proposal. This tab will be reviewed after the other sections of the vendor's proposal have been reviewed and scored.

TAB VII **CERTIFICATIONS/LICENSES**

Provide copies of all certifications/licenses required to perform the work detailed herein.

TAB VIII **OTHER INFORMATION**

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

TAB IX **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 X **ATTACHMENTS**

References (Attachment A)
Pricing Worksheet (Attachment B)
Insurance Checklist (Attachment C)
Iran Divestment Act/No Boycott of Israel (Attachment D)
Knox County Business Tax License for Organization (if applicable)
Provide a Sample Invoice

Note: Failure to include requested information may result in the proposer being disqualified

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSALS NUMBER 3661

Vendor: _____

Proposers shall submit a list of three (3) projects of similar size 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 the Regional Forensic Center or Knox County Government 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
PRICING WORKSHEET
REQUEST FOR PROPOSALS 3661

Location	Fixed Hourly Rate- Regular Business Hours	Fixed Hourly Rate- Overtime	Special Event Hourly Rate to include Nights/Weekends
Knox County Health Department- 140 Dameron Avenue	$	$	$
West Clinic- 9000 Executive Park Drive. Suite A301B	$	$	$
Special Events- Varying Locations	$	$	$

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSALS 3661

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
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
NO	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	$1,000,000	
NO		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-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 D
AFFIDAVIT OF COMPLIANCE
IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL
REQUEST FOR PROPOSALS 3661

Comes _____, for and on behalf of
(Printed name of Principal Officer of Company)

_____, (the "Company") and, after being duly authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

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.

_____
Signature

Title: _____

Sworn to and subscribed before me, a Notary Public, this ____ day of _____, 20___.

_____

Notary Public
My Commission Expires:

_____

OFFICE OF COUNTY MAYOR GLENN JACOBS

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

Knox County Procurement Division
Addendum I Request for Proposals No. 3661
Armed Security Guard Services

Addendum Date: April 22, 2025 **Buyer: Susan Colella**

Closing Date: May 20, 2025 @ 2:00 P.M. EST **Total Page(s): 2**

The following is for clarification:

Question 1. Please advise how many guards will be assigned to work at the two locations per day.
Answer 1. Only the main health department location will need a guard every day. Currently there is 1 guard assigned.

Question 2. If there are already guards or a security firm in place, would Knox County be interested in retaining any of those existing officers through our company?
Answer 2. That is at the discretion of the company that is awarded the contract.

Question 3. Are there any specific concerns or operational nuances we should be aware of, such as special events or seasonal surges, beyond what's noted in the RFP?
Answer 3. We maintain an ongoing calendar of special events and needs for security beyond core business hours.

Question 4. Provide more information regarding the type of uniform and identification required? Will standard company uniform and identification be accepted?
Answer 4. Standard company uniform and identification is acceptable.

Question 5. Provide clarification regarding "in good standing with Knox County Sheriff's Office" as stated in Section 4.3.3.
Answer 5. If bonded by the Knox County Sheriff's Office.

OFFICE OF COUNTY MAYOR GLENN JACOBS

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

Question 6. Is a Knox County business license required?
Answer 6. Only if the vendor's location is physically located within Knox County.

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

Susan Coulla

Buyer

OFFICE OF COUNTY MAYOR GLENN JACOBS

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

Knox County Procurement Division
Addendum II Request for Proposals No. 3661
Armed Security Guard Services

Addendum Date: April 30, 2025 **Buyer: Susan Colella**

Closing Date: May 20, 2025 @ 2:00 P.M. EST **Total Page(s): 1**

The following is for clarification:

Question 1. Will a Lanyard and pouch displaying their state-issued Armed Guard Credential meet this requirement? If not, please provide any specifications required for a photo identification badge that meets the proper requirements.

Answer 1. Yes, lanyard and pouch is acceptable

End of Addendum II.
Please acknowledge Addendum II 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 III Request for Proposals No. 3661
Armed Security Guard Services

Addendum Date: May 13, 2025 **Buyer: Susan Colella**

Closing Date: May 20, 2025 @ 2:00 P.M. EST **Total Page(s): 1**

The following is for clarification:

Question 1. Does the Knox County Health Department want us to exclude or include GeoCheck in the pricing?

Answer 1. Pricing should include all services needed to fulfill the scope of services.

Question 2. Section 4.9 - ***" Note: The second and fourth Tuesday of every month are extended clinics. On these days, the Health Department will extend its hours to 7:00 p.m. This extended schedule is to be billed at the standard hourly rate."***
Will this be utilized every Tuesday or should it be priced as per the RFP which states every other Tuesday?

Answer 2. Pricing should include all services needed to fulfill the scope of services.

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

Susan Colella

Buyer

Attachment "B"

Contractor's Responses to

Request for Proposal No. 3661

Armed Security Guard Services



When Security Counts
Integrity Matters

Prepared By:
Eric W. Kern, President

SECURITY SERVICE PROPOSAL

Armed Security Guard Services
Knox County Health Department

Proposal Number 3661

Proposal Deadline: May 20, 2025

TAB I – SIGNED COVER LETTER AUTHORIZING SUBMISSION OF THE PROPOSAL

Susan Colella, Buyer
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, TN 37917

May 1, 2025

Dear Susan,

I hope this message finds you well. I am writing to introduce Shield & Buckler Security, Inc. (SBSI) and authorize the submission of this proposal with the intent of securing a contract for Armed Security Guard Services. In today's rapidly evolving society, the threats we face are becoming increasingly complex, and it is vital to have a reliable security team that can address these challenges effectively.

As the CEO of SBSI, I am responsible for directing our response to requests for proposals and ensuring that we continually strive to expand our security service operations while providing our clients with excellent customer service. Shield & Buckler Security, Inc. provides client-centered security solutions that ensure the safety and protection of our clients. Our team of highly trained and experienced security guards is equipped to handle all aspects of security operations ranging from hospitals, schools, factories, government buildings, financial institutions, to special events.

At SBSI, we prioritize hiring, training, and deploying professional security guards who embody our values of integrity, dependability, and professionalism. Due to the nature of operating in a health department setting while representing Knox County, it is very important that your security company is dedicated to safety, accountability, communication, and customer service.

We believe that in our almost 20 years of service we have developed a team that is fully capable of meeting and exceeding the standard of service that Knox County expects and deserves for the Knox County Health Department's staff and customers. Our team is ready to provide exceptional security services to ensure your peace of mind, and I thank you for the opportunity to submit our security service proposal. Our team is ready to provide exceptional security services to ensure your peace of mind, and I thank you for the opportunity to submit our security service proposal.

Best Regards,

Brandi L. Kern

Brandi L. Kern, CEO
Shield & Buckler Security, Inc.
Cell: 865-386-8151
Email: bkern@sbsitn.com

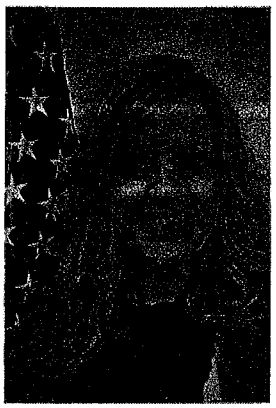
TN License - 12123
SC License - 4179

TAB II – PROPOSER INFORMATION

Shield & Buckler Security, Inc. (SBSI)
Brandi L. Kern, CEO

3309 E Governor John Sevier Hwy.
Suite 102
Knoxville, TN 37914
Office Number: **865-951-0347**
www.shieldandbucklersecurity.com
bkern@sbsitn.com

Knox County Vendor # – 76559
Federal EIN – 33-1157008



Core Values

Integrity • Dependability • Professionalism

Mission Statement

Providing a product that ensures our client's security with personnel highly trained in proficiency, integrity, and customer service.

Vision Statement

Become a world leader in private protective services.

COMPANY LOCATIONS

Corporte Office:
3309 E Governor John Sevier Hwy.
Suite 102
Knoxville, TN 37914

Training Center:
3309 E Governor John Sevier Hwy.
Suite 101
Knoxville, TN 37914

CONTACT PERSON

Eric Kern, President 865-386-8080 ekern@sbsitn.com

CREDIT CARD PAYMENTS

SBSI will accept payment via credit card.

KNOX COUNTY BUSINESS LICENSE

Knox County
Business Tax Standard License

This certificate must be publicly displayed.

SHIELD AND BUCKLER SECURITY INC
3309 E GOVERNOR JOHN SEVIER HWY STE 102
KNOXVILLE TN 37914-6384

Date Issued:	21-May-2024
Classification:	3
Letter ID:	L0103342912
License Number:	1000218507
Expiration Date:	15-May-2025

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IV – APPROACH TO SCOPE OF WORK

SERVICE METHODOLOGY

SBSI has provided armed and unarmed security guards for 19 years. Initially, SBSI focused on unarmed security services before expanding to armed security services. Each year, SBSI grows by adhering to our mission and core values. Proper vetting and training of our security team are crucial, along with maintaining a collaborative relationship between our corporate staff and the clients we serve. This relationship is made possible by our well-trained and vigilant security team, dedicated and professional account management, and our advanced account and personnel management systems.

SBSI account managers have access to TrackTik which allows the account manager to manage all aspects of timekeeping, invoicing, scheduling, attendance, and metrics. SBSI corporate staff will also have access to TrackTik for the purpose of monitoring personnel management from the corporate office.

The account manager will be the first contact person for the Knox County Health Department requests and communications, and work directly with the Knox County Health Department manager or designee. The account manager will have an SBSI assigned phone and email account for any requests for additional coverage. The account manager will be responsible for all scheduled assignments. If the assigned account manager needs assistance with finding coverage, the assigned account manager will coordinate other account managers and the SBSI corporate recruiter for assistance. The SBSI corporate recruiter stays current with all staffing positions within the company.

The assigned account manager is responsible for all communications regarding SBSI security guards. The account manager will determine the response to the communication and coordinate a timely and effective response in accordance with SBSI's policies and procedures.

Customer service is our priority. One of the best ways to serve a client is to handle any complaints quickly and efficiently regarding our staff by being available, addressing the issue presented, and following up with the client to present a plan of action. When complaints are generated by anyone other than SBSI personnel, the account manager will receive the complaint and report the plan of action to the designated direct report personnel of the Knox County Health Department, and to the SBSI HR department.

All newly hired security guards are given the required training and issued all the necessary uniforms and equipment items to successfully perform their required duties. All subsequent requests for uniforms and equipment will be reported directly to the SBSI corporate staff via a dedicated quartermaster's email address and the security personnel will receive a response advising a course of action. All uniforms and equipment are purchased from Summit Uniforms.

SBSI's capacity to operate and expand as a security service provider is contingent upon both technical and tactical expertise. With regard to technical knowledge, SBSI holds licensure as a Private Protective Security Company in the State of Tennessee and has established comprehensive policies, procedures, and post orders that enable our security personnel to serve our clients effectively and efficiently. Regarding tactical knowledge, SBSI is managed by individuals with extensive experience in military, law enforcement, and security training. The management team at SBSI ensures that our security guards receive thorough training and are well-equipped to adhere to our established policies, procedures, and post orders.

SBSI's client portfolio primarily includes clients who necessitate a minimum staffing level for security guards, ensuring that the absence of a security guard does not impede the client's daily operations. SBSI has a proven track record of ensuring staffing levels are met for all our clients. This level of accountability is possible using our personnel management and reporting system, TrackTik. Our security team receives their schedules electronically through TrackTik, which keeps each member of our team fully informed of their duty assignments. TrackTik also allows our staff to be notified by text when security guards fail to clock in at the required time of their shift, which allows the supervisor to make immediate corrections to resolve the situation. If the supervisor cannot promptly resolve the staffing issue, the account manager will take over the assignment. Ensuring accountability to our clients involves holding each individual in the Chain of Command responsible for the duties listed in their job descriptions.

SBSI employs over 220 security guards in the East TN area, with the hiring process managed by a full-time recruiter. The primary responsibilities of the recruiter include advertising, interviewing, and assigning members to the security team. The recruiter operates from the corporate office located at 3309 E Governor John Sevier Hwy.

RECRUITMENT, SCREENING, & HIRING

Recruitment & Retention Plan

The following information will define the team member fulfillment process that SBSI uses to recruit our most important value and identify the process used to retain good quality security guards. There are three steps to our team member fulfillment process: recruiting, onboarding, and retaining. All three steps are equally important to ensure the success of our security team and our ability to provide the customer service that our clients deserve.

Recruiting Plan

SBSI understands our contractual and moral obligation to ensure that we staff the predetermined number of hours in our contract. That requires SBSI to fulfill a very basic aspect of managing security operations. We must constantly be aware of our staffing levels relevant to the number of hours that we are contractually mandated to fulfill. We have several ways to ensure that we are continually aware of our current level of team member fulfillment.

- Weekly Staff Meetings
    - Executive Staff Meetings – Mondays
        - Account Managers
        - Corporate Recruiter
        - Director of Human Resources
        - Chief Operating Officer
    - Management Staff Meetings – Wednesdays, with management of locations with staffing deficiencies.
        - Account Manager
        - Corporate Recruiter
        - Site Supervisor
- Metric Analysis
    - TrackTik Reporting Data
    - Payroll Overtime Reporting
- Site Visits
    - Account Managers
    - Supervisors

Onboarding Plan

After determining the need for recruiting, and completing the hiring process, the new candidates must be brought onboard our security team. This process will be the first impression that we make on new hires. It is very important that the process is organized, efficient, and informative. If we demand professionalism from our security team, we must set the example at the highest level and from the very beginning.

Upon completion of the initial interview, the recruiter will determine whether the candidate meets the requirements to continue in the hiring process. The candidates who are marked "Currently Qualified" will be contacted to come back to our corporate office to begin the onboarding process.

Onboarding consists of hiring and equipping new recruits.

- **Hire** – The hiring process begins with the first corporate contact, which is predominantly in response to our most used online tool, Indeed. The corporate contact is made in two ways.
    - Candidate Initiated – The candidate contacts SBSI by submitting a resume, applying, or contact by phone or email.
    - Corporate Initiated – The candidate responds to SBSI initiated contact, generally by Indeed, during the recruitment process.

When SBSI determines that a candidate meets the initial requirements for the hiring process, an initial interview is conducted by the SBSI recruiter. The interview will identify basic information allowing the candidate and the interviewer to determine the level of interest in both parties to continue with or terminate the process.

The interview allows for an evaluation and subsequent rating in the six following characteristics by asking behavior-based questions:

1. Conflict Management
2. Positive Service Attitude
3. Problem Solving
4. Judgement/Decision Making
5. Learning Orientation
6. Safety Orientation.
7. Communication Skills

During the interview the recruiter will make the following observations:

- Communication skills are assessed and rated as acceptable or unacceptable.
- Appearance is assessed and rated as acceptable or unacceptable
- The following automatic disqualifiers are noted:

    1. Tattoos that are deemed offensive.
    2. Disrespectful Attitude
    3. Lack of Interest
    4. Use of Profanity
    5. Unprofessional Demeanor

The following standards apply to all security personnel employed by SBSI.

- *Education.* Minimum high school diploma or GED.
- *Employment Background.* 3-year employment history
- *Criminal Record.* Clean criminal record.
- *Driving Record.* Valid TN OLN, history of reasonable care and judgment.
- *Physical Ability.* Able to perform security guard duties.
- *Appearance.* Positive appearance with good personal grooming habits.
- *Public Relation Skills.* Positive public relation skills, enough to permit them to interact positively with employees and visitors, the media, law enforcement agencies, and the general public.
- *Compliance of Laws.* Full compliance with state licensing laws.

- **Equip**

    - Professional Uniform Attire
    - All Necessary Equipment

During this time, SBSI will conduct an extensive background check. The following procedure allows for a comprehensive background check. SBSI uses our ADP background investigation services. We use ADP for the National Criminal search in addition to specific localities. The National search may catch records where a person did not reside and includes other National database information (sex offenders/wanted lists).

SBSI's HR Manager uses the professional references gained through the application process to contact the listed references by phone.

For any employees that will be driving as part of their duties, we will also use a Motor Vehicle record verification.

Retention Plan

SBSI believes in team philosophy. It is hard to build a strong reliable team when you must continually replace the members. SBSI approaches retention by continually evaluating five aspects of our company structure and culture.

The first aspect is pay and benefits. We believe that pay is a major point of retention for all employees. Our pay structure is competitive with all non-governmental security contracts in the security industry. There are security jobs that pay exceptionally well; however, they are contracted with government agencies such as the Department of Justice and the Department of Defense. For all the other security contracts in our region, we do offer similar and often higher pay rates. SBSI is working on building a performance and longevity pay increase structure.

SBSI offers health insurance benefit plans that are products of BlueCross BlueShield. SBSI utilizes Summit Uniforms to purchase uniform items. Whenever a uniform item or piece of equipment needs replaced, the supervisor will have it replaced as soon as possible.

The second aspect is that we make every attempt to hire the right candidate from the very beginning. One of the fastest ways to hurt the morale of a security team is to require them to work with incompetent and unprofessional team members. Most security guards enter the profession with the intention of making security their chosen profession. When you have security guards who take their career seriously, they do not want to work with those that do not take it seriously and those who do not perform their share of the assigned duties.

We must make sure that the people we hire are willing and able to conform to the culture that we have built. It is our duty to ensure that new candidates know what is expected from them and what to expect when working for SBSI.

The third aspect involves promoting people in supervision roles who are leaders and not just supervisors. SBSI continually evaluates the leaders within the company. Another major point of contention for anyone in the security field is the role of the people tasked with managing other people. Security guards want to be respected by their leaders, they want to feel supported by their leaders and they want to have faith that their leaders are technically and tactically proficient. All the leaders within the company will attend leadership classes. We will promote and foster leaders who subscribe to a servant leadership mindset. To help and ensure that our leaders keep with the corporate culture, and to help our security guards feel vested in the company culture, we will occasionally utilize performance review surveys for management. The surveys evaluating management will be completed by security guards.

SBSI will also have two weekly staff meetings, when possible. One is for the Director of Operations and the Assistant Directors of Operations to meet for strategic planning. The second will include predetermined line supervisors for strategic planning and feedback. Meeting regularly will help our team stay in line with the corporate culture.

The fourth aspect is to foster an environment where every security guard feels engaged. We want every team member to feel fully engaged with our team and our operational goals. We want to motivate our security guards to feel as though they are making a difference every time they put on their uniform and come to work. To accomplish this task, we will take the following steps.

- Performance Evaluations
  - To reinforce good performance.
  - To help identify room for improvement.
- Performance Awards
  - Conduct promotions
  - Officer of the Month awards.
    - Every month a guard will be recognized for exceptional service.
    - Pin to wear on the uniform, a certificate, and a gift card.
- Training Opportunities
  - 16 Hours of Annual In-Service Training
  - Other training classes during the year on a voluntary basis.
- Clearly defined and communicated standards for advancement.

The fifth and final aspect is for SBSI to be a brand that every team member can be proud of. We want to be a company known for positives, and for the involvement and support of the clients and the communities where we serve.

TRAINING PROCESS

Training is the cornerstone in the foundation of a competent, successful, and motivated security guard. The highest paid, best dressed, and equipped security guard, without the knowledge and information needed to perform assigned duties, will ultimately fail professionally, and create liability for SBSI and our clients.

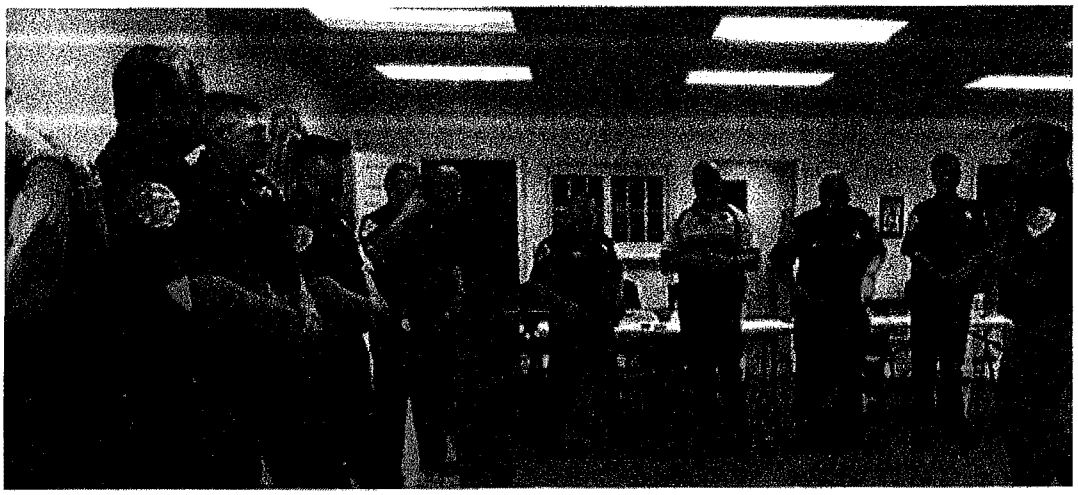
Specific training required by clients will be added to our curriculum. The range of security services may require state and federally mandated training, and the client preferred training. All training will be tailored to meet both expectations.

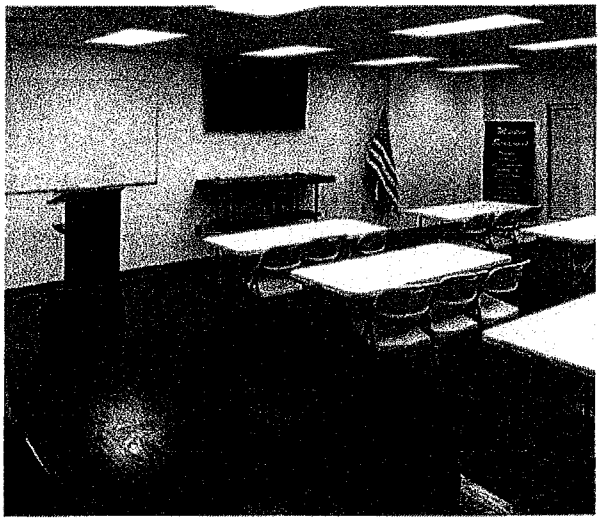
SBSI training topics include, but are not limited to the following:

- Professionalism & Ethics
- TN State Law
- Crisis Intervention Team (CIT) Training
- Weapon Proficiency
- Active Shooter Response
- Report Writing
- Basic Security Guard Procedures
- Developing Crisis Plans
- De-escalation & Force Response
- PPS Rules & Regulations
- Defensive Tactics & Handcuffing
- Leadership Training
- Stop the Bleeding First Aid
- Crime Scene Preservation
- Advanced Security Guard Procedures

Our local training facility is located next to our corporate office.

3309 E Governor John Sevier Hwy. Suite 102
Knoxville, TN 37914

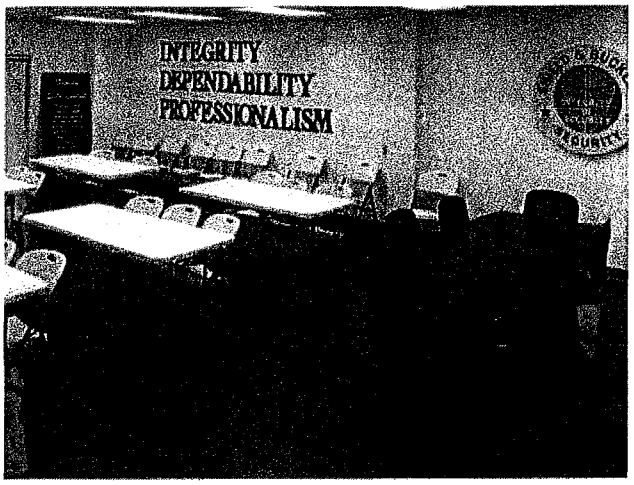




Our Director of Training retired from the Knox County Sheriff's Office after serving 30 years. During his career he served as the Director of Training at the Knox County Sheriff's Office.

The location of our facilities allows for easy access from wherever our team members may be coming from.

Our facilities are used to train our security guards but are also available for any training that our clients may request for their staff.



Ongoing Training

To ensure continual training, we require 16 hours of in-service training conducted annually. Inservice training is conducted at our training center by certified and experienced training staff. New hire training and in-service training consists of the following curriculum example:

Depending on the client's needs and requirements, SBSI offers the following training regimen. (Example Curriculum)

- Basic Guard Training
    - Legal
        - TCA-Applicable
        - Use of Force
        - Sexual Harassment
        - Laws vs Rules
        - HIPPA/Confidentiality
        - CPR/AED/First Aid
        - Mindset
        - Report Writing
    - Customer Service
        - Professionalism & Ethics
        - Chain of Command
        - De-escalation
        - Serve & Protect
- On the Job Training
    - Phase One
        - Post Orders Training
    - Phase Two
        - On Site Training

Issued Weapons

Whenever SBSI is contractually mandated to issue a firearm to our security team members, we issue the Glock 19. The Glock 19 is chambered in a 9mm. This specific handgun provides security guards of any size and stature with the ability to obtain an effective grip and allows for easily obtained Levell 3 duty holsters. SBSI purchases our firearms from Craig's Firearms, and we have a coporate team member certified through Glock as a Glock armorer.

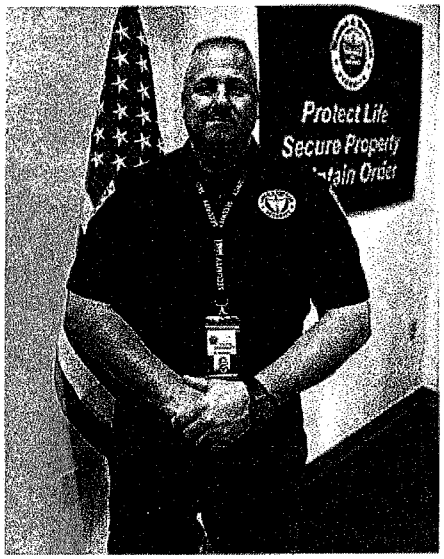
Security Guards must be fully licensed and in posession of the TN State issued PPS card, and pass an SBSI qualification course prior to being issued a firearm. SBSI requires each security guard to pass our qualification with a minimum score of 85%.

Unifoms & Equipment

Guard presence and bearing are two of the most fundamental traits of a successful security program. Guard presence is so important for two reasons.

1. SBSI understands that a security guard will quite often give the first impression of your business, and the first impression of our security team.

2. The very presence of a security guard, who is wearing a professional uniform and is properly equipped, is the number one deterrent.



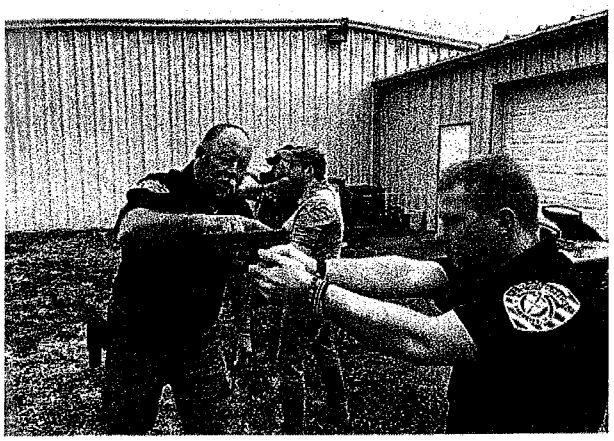
Our uniforms and duty gear are all ordered and prepared by Summit Uniforms. Summit Uniforms is in Knoxville and supplies all local Law Enforcement agencies with uniforms and equipment. Here are pictures of our security guard uniforms.

In accordance with TN State laws and regulations, SBSI trains and certifies, and issues the following equipment:

- Two Sets of Uniforms
- Hats
- Flashlights
- Photo ID Card
- Ballistic Vest
- Jackets
- Rain Gear
- Reflective Vest
- Cell Phone
- Spray & Batton

Standard Armed Uniform





Resonse to Resistance Protocal

The following policy dictates our use of force procedures and training.

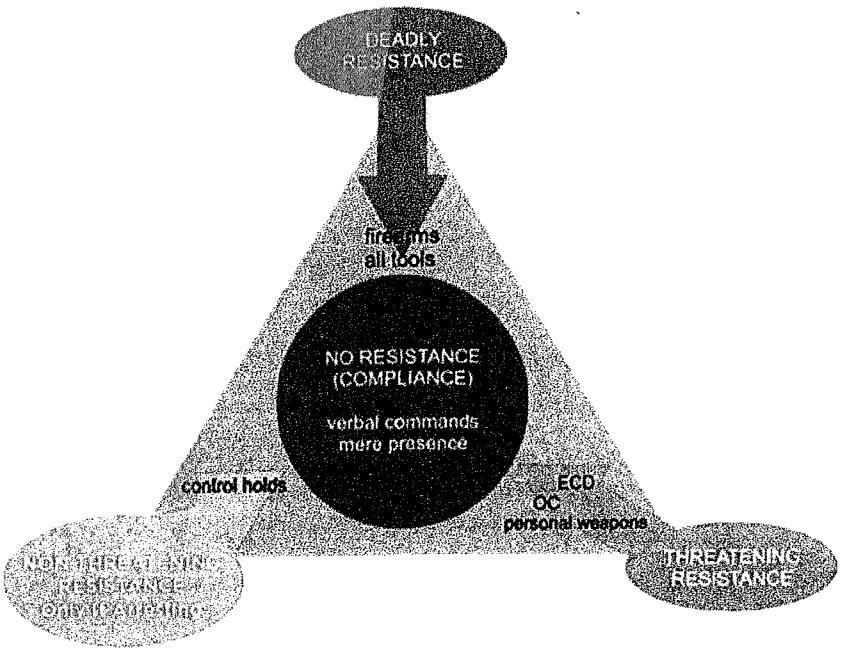
SBSI personnel are authorized to use the amount of force objectively reasonable when the facts and circumstances known to the personnel require the defense of themselves or someone else from imminent bodily harm.

During the regular course of duty, security personnel may, at one time or another, may encounter situations requiring them to make arrests or use force to protect themselves or someone else from imminent bodily harm. This is a delicate matter, and they must thoroughly understand the extent of their legal authority in this regard.

Arrests and force involve interference with personal liberty, creates liability, and a the risk of dangerous situations. As a result, they are strictly regulated by law and SBSI policy. Security guards have no police or law enforcement authority to make an arrest; rather, they only exercise citizen's arrest rights. Most arrests made by security personnel are in situations where time prohibits the prior securing of an arrest warrant or contacting law enforcement. Aressts and use of force are always reserved for last resort efforts to protect clients personnel and property.

SBSI uses the Dynamic Resistance Response Model as our Use of Force policy and training tool for the following reasons:

- Complies with Tennessee Law
- More fluid and easy to understand
- Puts suspect into one of four categories
    - Not Resistant(Compliant)
    - Non Threatening resistant
    - Threatening Resistant
    - Deadly Resistance



In the DRM diagram, no resistance (compliance) is in the center of the triangle, emphasizing that as the goal of every encounter. If a suspect's resistance level places the security guard on one of the three corners of the triangle, the guard's response (appropriate use of force) is intended to move the suspect's behavior to the center of the triangle and compliance. If force is used by the security guard in response to the suspect's resistance level, the sole purpose of the application of force is to gain compliance.

INDIVIDUALS WHO MAY PROVIDE SERVICES

SBSI has many security guards qualified for assignment to the Knox County Health Department security post. Credentials held by the individuals qualified for this position include, but are not limited to the following:

- Military and Law Enforcement Experience
- Verified & Proven Security Guard Experience
- Certified Training Experience
    - Active Shooter Certifications
    - CPR/AED/First Aid Certifications
    - Intermediate Weapons Certifications
    - Certified De-escalation Training
    - State Certified PPS Wepons Qualification
    - SBSI Handgun Qualification

As stated in the RFP 3661, all security guard's credentials assigned to the Knox County Health Department security post will be submitted to KCHD for review prior to assignment. Please see attached resume of one potential candidate for this position. The resume is attached as **Attachment H**.

GUARD STAFFING RESOURCES

Total Number of Guards Available

SBSI employs over 220 security guards in the East TN area, with the hiring process managed by a full-time recruiter. The primary responsibilities of the recruiter include advertising, interviewing, and assigning members to the security team. The recruiter operates from the corporate office located at 3309 E Governor John Sevier Hwy.

The schedule for the Knox County Health Department allows for one person to work the weekly schedule in its entirety. This allows for familiarity of the employees, the building and property, the crime trends of the area, the customers that frequent the site, and the policies and procedures of the site. Several other security guards (floating guards) will be trained at this location, including the supervisor and account manager to ensure sufficient staffing for emergencies, absences, extended hours, and special events.

Special Events Staffing

SBSI has several contracts that are specifically for staffing special events. This allows SBSI to have security guards willing and able to cover special events when they are requested.

The most effective way to ensure coverage is for the client reperesenative to contact the account manger with requests for special event security. The account manager will ensure that staffing is provided per the request.

Employee Absences Staffing

SBSI utilizes a web-based staffing, reporting, and payroll management system called TrackTik. The system is used to create and distribute schedules, manage skills and licensing requirements, manage attendance, provide analytics and metrics data, and payroll management.

Guards are assigned their shifts and clock in and out with the TrackTik system. When a guard is late for a post, not present at a post, or works over the assigned time, the system will automatically notify the respective supervisor. When a guard must call off from an assignment the supervisor logs into TrackTik and is able to see what guards are available to work during the specific period. The system only identifies the guards who are properly trained and authorized to work for the Knox County Health Department.

The account manager will ensure proper scheduling, attendance, accurate and complete reporting, commendations and discipline, and direct reporting to the client.

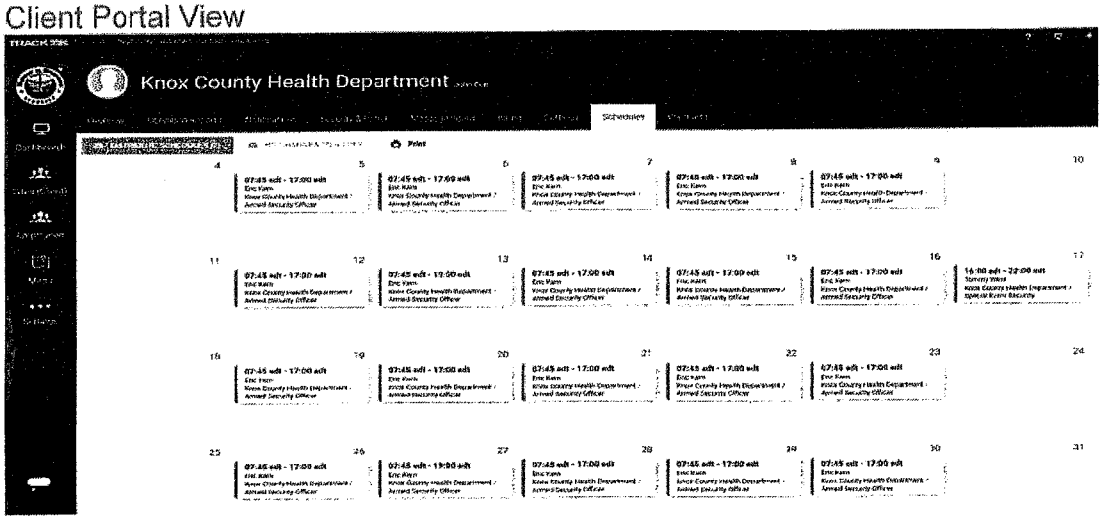
It is SBSI's policy that the shifts that are open will be covered by guards through non-billed overtime, predetermined and cross trained floating guards, or the supervisor is required to work the shift. If the supervisor is unavailable, the account manager is responsible for covering the shift.

Our recruiter ensures that we have a group of guards that are cross trained at certain sites. This group of floating guards are hired for the sole purpose of filling in at sites that may have an unplanned vacancy.

SAMPLE MONTHLY GUARD SCHEDULE

The following schedules are examples of the view that the client is able to see within the client portal, and the following schedules are a printed version. The schedules are loaded and distributed by one of SBSI's corporate team members. The client may log into their portal at any time to review the schedule.

Client Portal View



INVOICE

REMIT TO

Shield & Buckler Security, Inc.
3309 E. Governor John Sevier Hwy.
Suite 102
Knoxville, TN 37914
(865) 951-0347
shieldandbucklersecurity@gmail.com

INVOICE NUMBER:	6053
Invoice Date	05/01/2025
DUE DATE:	05/31/2025
TERMS:	Net 30
CUSTOMER ID:	1218

BILL TO

Knox County Health Department
140 Dameron Avenue
Knoxville, TN 37917

Amount Enclosed: $_____

AMOUNT DUE: $2,195.00

Period	Description	QTY	Unit Price	Total
04/01 - 04/30	Security Officer: Armed Security Officer (22 items) Service Location: Knox County Health Department 140 Dameron Avenue Knoxville TN 37917	207.5	$10.00	$2,075.00
04/01 - 04/30	Security Officer: Special Event Security	12	$10.00	$120.00

SUBTOTAL	TAX	Credit	Total
$2,195.00	$0.00	$0.00	$2,195.00

SUBTOTAL	$2,195.00
TAXES	$0.00
Total	**$2.195.00**

Hours / Timesheets

INVOICE NUMBER: 6053
Invoice Date 05/01/2025
DUE DATE: 05/31/2025

Date	Position	Employee	Account	Scheduled Time	REG	OT	DBL	HOL	Total	Note
04/01/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 19:00 EDT	11.25	-	-	-	$112.50	
					11.25	-	-	-	$112.50	
04/02/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/03/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/04/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/07/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/08/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/09/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/10/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/11/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/14/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/15/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/16/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/17/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/18/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/21/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	

Hours / Timesheets

INVOICE NUMBER: 6053
Invoice Date 05/01/2025
DUE DATE: 05/31/2025

Date	Position	Employee	Account	Scheduled Time	REG	OT	DBL	HOL	Total	Note
04/22/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 19:00 EDT	11.25	-	-	-	$112.50	
					11.25	-	-	-	$112.50	
04/23/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/24/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/25/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/26/2025	Special Event Security	Tommy West	Knox County Health Department	08:00 EDT - 18:00 EDT	12	-	-	-	$120.00	
					12	-	-	-	$120.00	
04/28/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/29/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/30/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
					219.5	-	-	-	$2,195.00	

V – EXPERIENCE AND QUALIFICATIONS

SBSI has provided armed and unarmed security guards for 19 years. Initially, SBSI focused on unarmed security services before expanding to armed security services. Each year, SBSI grows by adhering to our mission and core values. Proper vetting and training of our security team are crucial, along with maintaining a collaborative relationship between our corporate staff and the clients we serve.

On September 25, 2006, Shield and Buckler Security, Inc. (SBSI), commenced operations as a locally owned and operated security company. The founders, Eric and Brandi Kern, started the company with one contract providing eight hours of nightly service at a construction site with one unarmed security guard. Since then, SBSI has expanded to employ approximately 220 security guards across middle to east Tennessee and South Carolina.

With nearly 20 years in operation, SBSI has acquired important insights into measuring success in a service-related industry, particularly one focused on providing safety and security to clients. SBSI recognizes the importance of conducting operations with integrity, dependability, and professionalism while constantly adapting to evolving threats and risks in the communities we serve.

SBSI's core values and extensive experience have enabled the development of a customer service program committed to the following principles:

- Active listening skills that enable our security team to listen to clients and respond effectively, ensuring clients feel valued and heard.
- Consistent and effective communication to align our security team with clients' missions and core values, maintaining proficiency and effectiveness.
- Quick and effective solutions to promptly address any challenges faced by clients and resolve issues efficiently.
- Continuous improvement to continually enhance customer service processes and provide optimal service to clients.

As SBSI has grown, it has served a diverse range of clients, improving services and training for our security team. From construction site security to schools and hospitals, SBSI understands the specialized training and services required by each client. Our security team is aware of the sensitive nature of healthcare environments, the dynamic nature of healthcare environments, and the importance of adhering to the roles of security guards in the State of Tennessee while operating in healthcare environments.

The reference sheet is complete and attached as **Attachment A**.

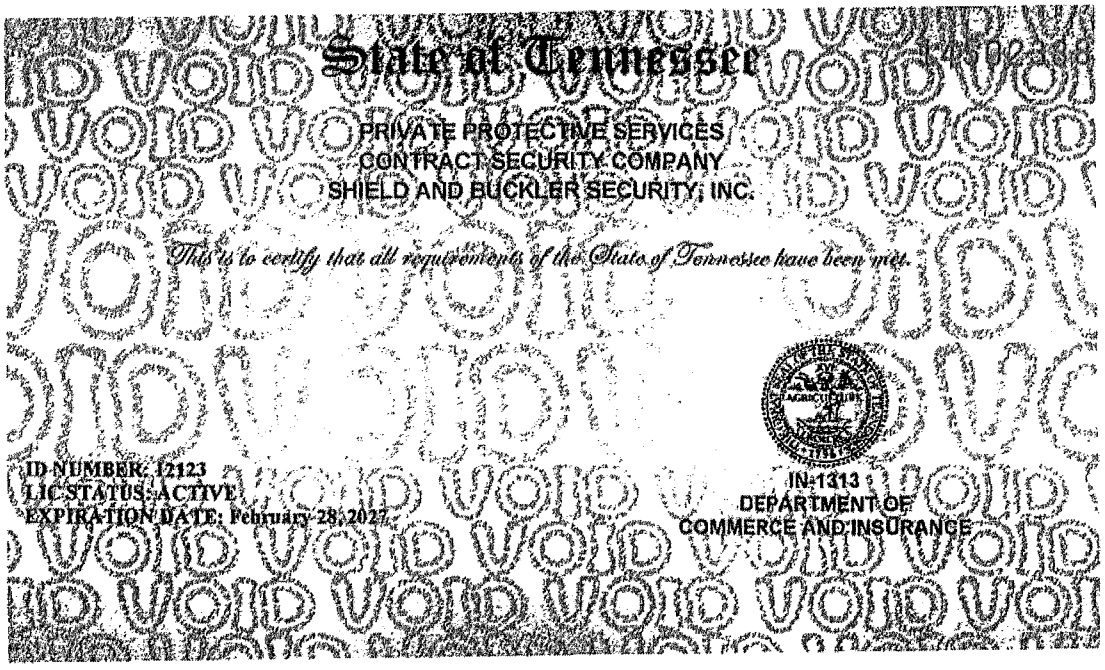
VI – PROPOSED COST

Please see the Proposed Cost section included at the end of this proposal under a separate cover. The original price sheet is attached in the Cost Proposal as **Attachment B**.

VII – CERTIFICATIONS/LICENSES

SBSI State of TN Private Protective Services Contract Security Company License

The original copy is attached as **Attachment G**.



VIII – OTHER INFORMATION

Insurance Checklist – **Attachment C**
Iran Divestment Act/No Boycott of Isreal – **Attachment D**

No other information is included in this proposal.

IX – EXCEPTIONS

SBSI accepts this Request for Proposal without exceptions.

X – ATTACHMENTS

References – **Attachment A**
Insurance Checklist – **Attachment C**
Iran Divestment Act/No Boycott of Isreal – **Attachment D**
Knox County Business Tax License – **Attachment E**
Sample Invoice – **Attachment F**
Private Protective Services Contract Security Company License – **Attachment G**

Cost Proposal Under Separate Cover

Pricing Worksheet – **Attachment B**

Attachment A

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSALS NUMBER 3661

Vendor: SHIELD AND BUCKLER SECURITY, INC.

Proposers shall submit a list of three (3) projects of similar size 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 the Regional Forensic Center or Knox County Government as a reference.

Name of Firm: COVENANT HEALTH
Contact Person: BRANDON INGRAM Phone Number: 865-360-6360
Email Address: bingram@COVHLTH.com
Nature of Contract: ARMED SECURITY
Services Provided: 24/7 ARMED SECURITY AT 10 HOSPITALS
Dollar amount: $ 25,625,000 (over life of contract)
Contract start date: 04/01/2020 Contract end date: AUTO RENEWAL

Name of Firm: THE EPISCOPAL SCHOOL OF KNOXVILLE
Contact Person: KATIE MCHARGUE Phone Number: 865-207-7378
Email Address: kmchargue@esknoxville.org
Nature of Contract: ARMED SECURITY
Services Provided: SCHOOL SECURITY OFFICER SERVICE
Dollar amount: $ 235,053 (over life of contract)
Contract start date: 08/12/2022 Contract end date: AUTO RENEWAL

Name of Firm: HOME FEDERAL BANK
Contact Person: SAM LONAS Phone Number: 865-363-2357
Email Address: Sam.Lonas@HomeFederalTN.com
Nature of Contract: ARMED SECURITY
Services Provided: ARMED SECURITY IN BANK BRANCHES
Dollar amount: $ 555,472.81 (over life of contract)
Contract start date: 03/24/2013 Contract end date: AUTO RENEWAL

Attachment C

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSALS 3661

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
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
NO	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	$1,000,000	
NO		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-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: Shafer Insurance Agency Authorizing Signature: Elizabeth R Whelpley

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

Proposer's Name: Brandi Kern Authorizing Signature: Brandi Kern

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSALS 3661

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/AGGREGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
NO	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	$1,000,000	
NO		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-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: Alliant Insurance Services **Authorizing Signature:** Kira Kyson

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

Proposer's Name: Brandi Kern **Authorizing Signature:** Brandi Kern

Attachment D

ATTACHMENT D
AFFIDAVIT OF COMPLIANCE
IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL
REQUEST FOR PROPOSALS 3661

Comes BRANDI L. KERN, for and on behalf of
(Printed name of Principal Officer of Company)

SHIELD AND BUCKLER SECURITY, INC., (the "Company") and, after being duly authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

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.

Brandi Kern
Signature

Title: CEO

Sworn to and subscribed before me, a Notary Public, this 15 day of May, 2025.

S. LeAnn Green

Notary Public
My Commission Expires:
06/05/2028

S. LEANN GREEN
STATE OF TENNESSEE
NOTARY PUBLIC
KNOX COUNTY

Attachment E

INVOICE

REMIT TO

Shield & Buckler Security, Inc.
3309 E. Governor John Sevier Hwy.
Suite 102
Knoxville, TN 37914
(865) 951-0347
shieldandbucklersecurity@gmail.com

INVOICE NUMBER:	6053
Invoice Date	05/01/2025
DUE DATE:	05/31/2025
TERMS:	Net 30
CUSTOMER ID:	1218

BILL TO

Knox County Health Department
140 Dameron Avenue
Knoxville, TN 37917

Amount Enclosed: $_____

AMOUNT DUE: $2,195.00

Period	Description	QTY	Unit Price	Total
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04/01 - 04/30	Security Officer: Special Event Security	12	$10.00	$120.00

SUBTOTAL	Tax	Credit	Total
$2,195.00	$0.00	$0.00	$2,195.00

SUBTOTAL	$2,195.00
TAXES	$0.00
Total	**$2,195.00**



Hours / Timesheets

INVOICE NUMBER: 6053
Invoice Date 05/01/2025
DUE DATE: 05/31/2025

Date	Position	Employee	Account	Scheduled Time	REG	OT	DBL	HOL	Total	Note
04/01/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 19:00 EDT	11.25	-	-	-	$112.50	
					11.25	-	-	-	$112.50	
04/02/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/03/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/04/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/07/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/08/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/09/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/10/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/11/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/14/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/15/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/16/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/17/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/18/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/21/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	

Hours / Timesheets

INVOICE NUMBER: 6053
Invoice Date 05/01/2025
DUE DATE: 05/31/2025

Date	Position	Employee	Account	Scheduled Time	REG	OT	DBL	HOL	Total	Note
04/22/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 19:00 EDT	11.25	-	-	-	$112.50	
					11.25	-	-	-	$112.50	
04/23/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/24/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/25/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/26/2025	Special Event Security	Tommy West	Knox County Health Department	06:00 EDT - 18:00 EDT	12	-	-	-	$120.00	
					12	-	-	-	$120.00	
04/28/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/29/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
04/30/2025	Armed Security Officer	Eric Kern	Knox County Health Department	07:45 EDT - 17:00 EDT	9.25	-	-	-	$92.50	
					9.25	-	-	-	$92.50	
					219.5	-	-	-	$2,195.00	

Attachment F

State of Tennessee

14502388

PRIVATE PROTECTIVE SERVICES
CONTRACT SECURITY COMPANY
SHIELD AND BUCKLER SECURITY, INC.

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 12123
LIC STATUS: ACTIVE
EXPIRATION DATE: February 28, 2027

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

Attachment G

DAVID MESSER

4-11
10:00

Knoxville, TN 37920
[redacted]

PROFESSIONAL SUMMARY

Insightful Deputy Sheriff with 35 years of experience in public safety environment and commitment to maintaining high levels of safety and organization. Proven leader with great and detail-oriented observation skills. Goal-oriented with calm and focused demeanor in stressful situations. Resourceful Officer focused on maintaining order and public safety, responding to emergencies, protecting people and property and promoting positive community relations.

SKILLS

- Background Investigations
- Serving Court Documents
- Court Proceedings
- Inmate Processing
- Witness Interviews
- Court Testimony
- Public Safety
- Subpoena Delivery
- Civil Processes
- Law Enforcement
- Prisoner Transport
- Courtroom Testimony
- Criminal Investigations
- Arrest Procedures
- Staff Management
- Courthouse Security
- De-Escalation Techniques
- Relationship Building and Management
- Defensive Tactics
- Incident Response
- Emergency Response
- Search and Rescue Operations
- Surveillance
- Crime Prevention
- Report Writing
- Decision Making
- Public Relations
- Integrity and Ethics
- First Aid and CPR
- Teamwork Abilities
- Record Keeping
- Adaptability and Flexibility
- Time Management
- Interpersonal Communication
- Conflict Resolution
- Foot Patrolling
- Dispatch Communication
- Public Service
- Interrogation Techniques
- Analytical Skills
- Problem-Solving
- Team Building
- Written Communication
- Effective Communication
- Search and Seizure Procedures
- Crowd Control
- Individual Surveillance
- Police Patrol Operations
- Decision-Making
- Suspicious Activity Monitoring
- Warrant Procedures
- Adaptability
- Police Reports
- Mobile Surveillance
- Domestic Violence Prevention
- Organizational Skills
- Traffic Control
- Traffic Citations Issuance
- Protecting People and Property

- Cr[illegible] Scene Investigation
- Critical Thinking
- Firearms Proficiency
- Evidence Collection
- [illegible]ercover Investigations
- Excellent Communication
- Analytical Thinking

Work History

08/2023 to 02/2024 **Deputy Sheriff**

Jefferson County Sheriff's Office – Dandridge, TN

- Reduced criminal activity through diligent surveillance.
- Conducted thorough investigations that led to the successful prosecution of numerous offenders.
- Assisted in the training of new deputies, sharing knowledge and experiences to help them excel in their roles.
- Handled high-pressure situations calmly and professionally, minimizing risks to public safety.
- Maintained accurate reports and records, aiding in the proper documentation of cases for judicial proceedings.
- Utilized advanced technology tools for efficient information gathering during investigations and daily operations.
- Managed crime scenes meticulously, preserving vital evidence for forensic analysis and case resolutions.
- Participated actively in ongoing training programs designed to enhance skills necessary for deputy sheriff duties.
- Assessed potentially dangerous situations quickly; employed de-escalation techniques when needed to maintain peace.
- Investigated incidents and crimes, collected evidence, and recorded witness statements.
- Patrolled designated areas in patrol vehicle and on foot to identify security and safety issues.
- Organized criminal documents such as logs, records, reports, and agendas to streamline processing and improve traceability.
- Identified suspicious activity and conducted interviews with witnesses to build cases.
- Gathered information and evidence to assist in solving crimes.
- Observed jail and inmate activity to maintain order and safety of 200 inmates and guards.
- Draft reports detailing incidents and safety violations.

04/2023 to 08/2023 **Lieutenant, Deputy Sheriff**

Morgan County Sheriff Office – Wartburg, TN

- Improved community safety by implementing proactive policing strategies and coordinating with local agencies.
- Established strong relationships with community leaders, fostering trust and cooperation between law enforcement and residents.

- Enhanced department efficiency by streamlining report processes and introducing new technologies for data management.
- Developed comprehensive training programs for deputies, ensuring a consistently high level of professional skill and knowledge.
- Managed emergency situations effectively, protecting lives and property through swift decision-making and resource allocation.
- Maintained high levels of officer safety by enforcing strict adherence to protocols during high-risk situations and incidents.
- Mentored new deputies throughout their probationary period, providing guidance on policy adherence and procedural execution.
- Coordinated with law enforcement agencies to respond to security incidents and emergencies.

01/2023 to 04/2023 **Deputy Sheriff**

Loudon County Sheriff's Office – Loudon, TN

- Handled high-pressure situations calmly and professionally, minimizing risks to public safety.
- Maintained accurate reports and records, aiding in the proper documentation of cases for judicial proceedings.
- Participated actively in ongoing training programs designed to enhance skills necessary for deputy sheriff duties.
- Assessed potentially dangerous situations quickly; employed de-escalation techniques when needed to maintain peace.

01/2019 to 01/2023 **Dir: Transport and Mobile Crisis, Deputy Sheriff**

Monroe County Sheriff's Office – Madisonville, TN

- Improved community safety by conducting routine patrols and responding to emergency calls promptly.
- Enhanced public trust by providing professional and compassionate assistance during emergencies.
- Collaborated with other law enforcement agencies for joint operations, resulting in improved efficiency and effectiveness.
- Handled high-pressure situations calmly and professionally, minimizing risks to public safety.
- Provided security at various community events, ensuring a safe environment for attendees.
- Conducted thorough investigations that led to the successful prosecution of numerous offenders.
- Assisted in the training of new deputies, sharing knowledge and experiences to help them excel in their roles.
- Maintained accurate reports and records, aiding in the proper documentation of cases for judicial proceedings.
- Served warrants efficiently while maintaining strict adherence to legal guidelines and procedures.

- Testified effectively in court, presenting clear evidence that contributed to successful case outcomes.
- Developed strong relationships with community leaders, fostering open communication channels for addressing concerns collaboratively.
- Utilized advanced technology tools for efficient information gathering during investigations and daily operations.
- Managed crime scenes meticulously, preserving vital evidence for forensic analysis and case resolutions.
- Participated actively in ongoing training programs designed to enhance skills necessary for deputy sheriff duties.
- Contributed to department initiatives focused on improving policies, procedures, equipment usage, or overall performance standards within the organization.
- Assessed potentially dangerous situations quickly; employed de-escalation techniques when needed to maintain peace.
- Coordinated with social services agencies like Child Protective Services or mental health specialists as required during specific incidents.
- Investigated incidents and crimes, collected evidence, and recorded witness statements.
- Organized criminal documents such as logs, records, reports, and agendas to streamline processing and improve traceability.
- Provided public safety assistance at community events to maintain safe and secure environments.
- Identified suspicious activity and conducted interviews with witnesses to build cases.
- Gathered information and evidence to assist in solving crimes.
- Observed jail and inmate activity to maintain order and safety of 400 inmates and guards.
- Monitored crowded public areas and events to mitigate risk and promote safety.
- Maintained structure and security during court proceedings.
- Served court documents and completed civil process duties for cases.
- Drafted reports detailing incidents and safety violations.
- Utilized clear communication and interpersonal skills to build relationships with citizens.
- Built excellent rapport and working relationship with community to build trust and improve upon communication.
- Responded to emergency calls to provide assistance to citizens in need.
- Participated in continuous firearms proficiency, defensive driving and arrest technique training.
- Conducted searches of individuals, vehicles and premises.
- Identified, pursued and arrested suspects and perpetrators of criminal acts.
- Rendered aid to accident victims and other persons requiring first aid for physical injuries.
- Checked vehicle equipment for proper functioning prior to use.

01/1990 to 02/2018 **Owner/operator Private Detective/Security Agency**

Executive Protection Services – Atlanta, GA

- Increased customer satisfaction by implementing efficient business processes and providing exceptional service.
- Developed and maintained strong relationships with clients, resulting in repeat business and referrals.
- Managed financial aspects of the business, including budgeting, financial reporting, and tax preparation.
- Implemented marketing strategies to increase brand awareness and attract new customers.
- Negotiated contracts with clients for thorough services
- Mentored staff members on best practices in customer service and sales techniques, leading to increased performance levels.
- Oversaw daily operations, ensuring all tasks were completed accurately and efficiently by team members.
- Hired trained, and managed a high-performing team of employees dedicated to achieving company goals.
- Successfully navigated challenging economic conditions by making informed decisions that protected the business"s financial stability.
- Evaluated industry competition regularly to maintain a competitive advantage in the marketplace.
- Trained new employees on proper protocols and customer service standards.
- Interacted well with customers to build connections and nurture relationships.
- Trained and guided team members to maintain high productivity and performance metrics.
- Handled problematic customers and clients to assist lower-level employees and maintain excellent customer service.
- Assisted in recruiting, hiring and training of team members.
- Scheduled employees for shifts, taking into account customer traffic and employee strengths.
- Tracked employee attendance and punctuality, addressing repeat problems quickly to prevent long-term habits.
- Observed each employee's individual strengths and initiated mentoring program to improve areas of weakness.
- Negotiated price and service with customers and vendors to decrease expenses and increase profit.
- Identified and qualified customer needs and negotiated and closed profitable projects with high success rate.
- Assisted in training new operators, sharing knowledge of best practices and promoting a culture of teamwork amongst peers.
- Actively participated in cross-functional teams, contributing valuable input on process improvements and best practices for overall operational success.
- Provided on-the-job training to newly hired workers and team members.
- Worked outside in all weather conditions.

- Recognized upset conditions, determining cause, and took appropriate corrective action.

EDUCATION

05/2020 **Law Enforcement**
Monroe County Police Academy - Madisonville, TN

12/2015 **Emergency Medical Tech**
Roane State Community College - Harriman, TN

12/2002 **Criminal Justice**
Griffin State - Griffin

02/1991 **Ammunitions Stock And Control Spec - EOD**
US Army Missile And Munitions Center

LANGUAGES

Spanish
[redacted]
Professional Working

Attachment H

OFFICE OF COUNTY MAYOR GLENN JACOBS

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

Knox County Procurement Division
Addendum I Request for Proposals No. 3661
Armed Security Guard Services

Addendum Date: April 22, 2025 **Buyer: Susan Colella**

Closing Date: May 20, 2025 @ 2:00 P.M. EST **Total Page(s): 2**

The following is for clarification:

Question 1. Please advise how many guards will be assigned to work at the two locations per day.
Answer 1. Only the main health department location will need a guard every day. Currently there is 1 guard assigned.

Question 2. If there are already guards or a security firm in place, would Knox County be interested in retaining any of those existing officers through our company?
Answer 2. That is at the discretion of the company that is awarded the contract.

Question 3. Are there any specific concerns or operational nuances we should be aware of, such as special events or seasonal surges, beyond what's noted in the RFP?
Answer 3. We maintain an ongoing calendar of special events and needs for security beyond core business hours.

Question 4. Provide more information regarding the type of uniform and identification required? Will standard company uniform and identification be accepted?
Answer 4. Standard company uniform and identification is acceptable.

Question 5. Provide clarification regarding "in good standing with Knox County Sheriff's Office" as stated in Section 4.3.3.
Answer 5. If bonded by the Knox County Sheriff's Office.

OFFICE OF COUNTY MAYOR GLENN JACOBS

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

Question 6. Is a Knox County business license required?
Answer 6. Only if the vendor's location is physically located within Knox County.

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

Susan Coulla

Buyer

OFFICE OF COUNTY MAYOR GLENN JACOBS

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

Knox County Procurement Division
Addendum II Request for Proposals No. 3661
Armed Security Guard Services

Addendum Date: April 30, 2025 **Buyer: Susan Colella**

Closing Date: May 20, 2025 @ 2:00 P.M. EST **Total Page(s): 1**

The following is for clarification:

Question 1. Will a Lanyard and pouch displaying their state-issued Armed Guard Credential meet this requirement? If not, please provide any specifications required for a photo identification badge that meets the proper requirements.

Answer 1. Yes, lanyard and pouch is acceptable

End of Addendum II.
Please acknowledge Addendum II 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 III Request for Proposals No. 3661
Armed Security Guard Services

Addendum Date: May 13, 2025 **Buyer: Susan Colella**

Closing Date: May 20, 2025 @ 2:00 P.M. EST **Total Page(s): 1**

The following is for clarification:

Question 1. Does the Knox County Health Department want us to exclude or include GeoCheck in the pricing?

Answer 1. Pricing should include all services needed to fulfill the scope of services.

Question 2. Section 4.9 - *" Note: The second and fourth Tuesday of every month are extended clinics. On these days, the Health Department will extend its hours to 7:00 p.m. This extended schedule is to be billed at the standard hourly rate."*
Will this be utilized every Tuesday or should it be priced as per the RFP which states every other Tuesday?

Answer 2. Pricing should include all services needed to fulfill the scope of services.

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

Susan Colella

Buyer



When Security Counts
Integrity Matters

Prepared By:
Eric W. Kern, President

COST PROPOSAL

Armed Security Guard Services
Knox County Health Department

Proposal Number 3661

Proposal Deadline: May 20, 2025

TAB I – TABLE OF CONTENTS

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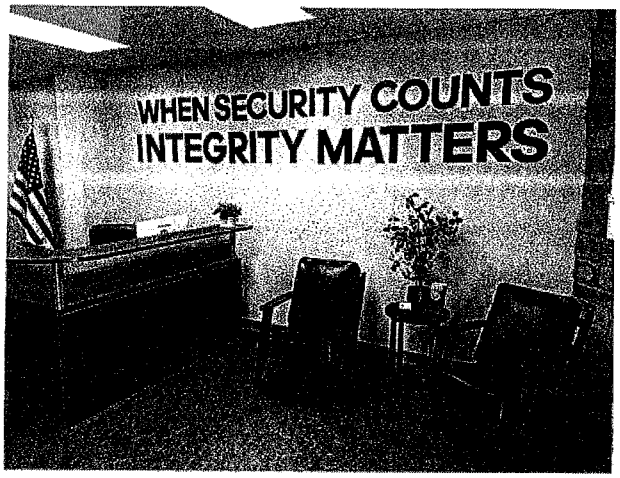
Attachment B – Original Pricing Worksheet

TAB II – PROPOSER INFORMATION

Shield & Buckler Security, Inc. (SBSI)
Brandi L. Kern, CEO

3309 E Governor John Sevier Hwy.
Suite 102
Knoxville, TN 37914
Office Number: **865-951-0347**
www.shieldandbucklersecurity.com
contact@sbsitn.com

Date of Incorporation – 09/25/2006



Core Values

Integrity • Dependability • Professionalism

Mission Statement

Providing a product that ensures our client's security with personnel highly trained in proficiency, integrity, and customer service.

Vision Statement

Become a world leader in private protective services.

COMPANY LOCATIONS

Corporte Office:

3309 E Governor John Sevier Hwy.
Suite 102
Knoxville, TN 37914

Training Center:

3309 E Governor John Sevier Hwy.
Suite 101
Knoxville, TN 37914

III – PROPSED COST

COST PROPOSAL METHODOLOGY

The proposed bill rates and methodology for determining them are outlined below. The listed pay rate is the minimum for all security guards assigned to the Knox County Health Department, but SBSI may pay higher wages during the contract period without changing the bill rate.

Per Proposal Number 3661, overtime rates will only apply when security hours are requested outside of the contractually mandated hours of service.

Armed Security Guard Personnel Rates (Bill Rate of 1.6%)			
	Pay Rate	Bill Rate	OT Bill Rate
Uniformed Armed Security Guard	$ 18.00	$ 28.80	$ 43.20
***All hours and yearly costs are approximate.**			
Knox County Health Department	**Hours**	**Bill Rate**	**Weekly Cost**
Armed Security Guard – 7:45a-5:00p (9.25 hrs.) Monday-Friday	46.25	$ 28.80	**$ 1,332.00**
Weekly Totals:	**46.25**		**$ 1,332.00**

Armed Security Guard Personnel Rates (Bill Rate of 1.6%)			
	Pay Rate	Bill Rate	OT Bill Rate
Uniformed Armed Security Guard	$ 18.00	$ 28.80	$ 43.20
***All hours and yearly costs are approximate.**			
Knox County Health Department (Week With Extended Hours)	**Hours**	**Bill Rate**	**Weekly Cost**
Armed Security Guard – 7:45a-5:00p (9.25 hrs.) Monday, Wednesday-Friday	37	$ 28.80	**$ 1,065.60**
Armed Security Guard – 7:45a-7:00p (9.25 hrs.) Monday-Friday	11.25	$ 28.80	**$ 324.00**
Weekly Totals:	**48.25**		**$ 1,389.60**

SG Hourly Bill Rate Expense Details	
Expense	**Details**
Wage	$18.00
Payroll Taxes	$1.62
General Liability/WC	$1.03
Account Manager	$1.00
TrackTik	$.59
Insurance Benefits	$1.04
Inservice Training	$.27
Uniform & Equipment	$.12
PTO	$.68
Unbudgeted Overhead	$4.45
Hourly Bill Rate:	**$28.80**

Billing Notes

Bill Rate-

The proposed bill rate allows for hiring at a competitive wage based on the region of service.

General Liability/WC Insurance-

Liability insurance is gauged by the exposure created by the insurance provider, which is determined by the number of hours worked and the wages paid.

Account Manager-

The bill rate includes adjusting to contribute to the corporate supervision required for the assigned security officers.

TrackTik-

Cell phones equipped with SBSI's personnel management and reporting system will be assigned to the Client's site. One cell phone per post will be assigned to the contract.

Medical Insurance Benefits-

Medical insurance benefits are available through Blue Cross Blue Shield of Tennessee.

Inservice Training-

Each security guard will be required to complete 16 hours of in-service training a year. The training is conducted at our training facility by experienced instructors. Additional training will be pushed out by our trainer throughout the year but will never replace the 16 hours of classroom instruction.

Uniforms & Equipment-

Our security guards are issued professional and durable uniforms. Blauer is the brand of uniform shirts, and the pants are also one of the major national uniform suppliers., typically 5.11 or Propper.

PTO-

Security guards earn PTO according to SBSI policy. After one year of full-time employment, they receive 40 hours of PTO and gain an extra day each subsequent year.

Unbudgeted Overhead-

Overtime and general expenses will be covered by the unbudgeted overhead bill rate adjustment.

IV – PRICING WORKSHEET

The original Pricing Worksheet is attached as Attachment B.

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
PRICING WORKSHEET
REQUEST FOR PROPOSALS 3661

Location	Fixed Hourly Rate- Regular Business Hours	Fixed Hourly Rate- Overtime	Special Event Hourly Rate to Include Nights/Weekends
Knox County Health Department- 140 Dameron Avenue	$ 28.80	$ 43.20	$ 43.20
West Clinic- 9000 Executive Park Drive, Suite A301B	$ 28.80	$ 43.20	$ 43.20
Special Events- Varying Locations	$ 28.80	$ 43.20	$ 43.20

X Brandi Kerr

Attachment B

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
PRICING WORKSHEET
REQUEST FOR PROPOSALS 3661

Location	Fixed Hourly Rate- Regular Business Hours	Fixed Hourly Rate- Overtime	Special Event Hourly Rate to include Nights/Weekends
Knox County Health Department- 140 Dameron Avenue	$ 28.80	$ 43.20	$ 43.20
West Clinic- 9000 Executive Park Drive. Suite A301B	$ 28.80	$ 43.20	$ 43.20
Special Events- Varying Locations	$ 28.80	$ 43.20	$ 43.20

X Brandi Kerr

RLA-17481 **R-25-7-606**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Melinda Goodman, HEALTH DEPARTMENT

Department: HEALTH DEPARTMENT

Requires Expenditure of Funds: YES Funded in Current Budget: NO

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Amendment Eight to the Knox County Indigent Care Program Agreement, which amendment provides for revisions to the Reimbursement for Services section of the agreement for Fiscal Year 2026.
(Health Department)

Attachments

Resolution

Indigent Care A8

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AMENDMENT EIGHT TO THE KNOX COUNTY INDIGENT CARE PROGRAM AGREEMENT, WHICH AMENDMENT PROVIDES FOR REVISIONS TO THE REIMBURSEMENT FOR SERVICES SECTION OF THE AGREEMENT FOR FISCAL YEAR 2026.

RESOLUTION: R-25-7-606

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, by means of Resolution R-17-4-604, the Knox County Commission approved the Fiscal Year 2017-2018 Knox County Indigent Care Program Agreement to provide necessary medical outpatient specialty care, emergency care, inpatient care, and primary care to Knox County residents who qualify for the Indigent Care Program; and

WHEREAS, in 2018, Knox County and area hospitals entered into Amendment One to the Indigent Care Program Agreement; and

WHEREAS, by means of Resolution R-19-6-602, the Knox County Commission approved Amendment Two to the Indigent Care Program Agreement to reduce the total amount of money available for services under the program from $4,200,000.00 to $2,995,000.00 during Fiscal Year 2019-2020 and to provide for other revisions to the Reimbursement for Services section of the agreement; and

WHEREAS, by means of Resolutions R-20-9-605, R-21-6-603, R-22-7-606, R-23-7-604, and R-24-7-601, the Knox County Commission approved further amendments to the Indigent Care Program Agreement to provide for revisions to the Reimbursement for Services section of the agreement for certain fiscal years; and

WHEREAS, Knox County and participating hospital systems now desire to enter into Amendment Eight to the Indigent Care Program Agreement to provide for revisions to the Reimbursement for Services section of the agreement for Fiscal Year 2026.

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

Amendment Eight to the Knox County Indigent Care Program Agreement for Fiscal Year 2025-2026 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, that Amendment Eight to the Knox County Indigent Care Program Agreement for Fiscal Year 2025-2026 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

AMENDMENT EIGHT KNOX COUNTY INDIGENT CARE PROGRAM SUMMARY

IV. REIMBURSEMENT FOR SERVICES

IV. A.

The total amount of money available for services under this program during fiscal year 2017 – 2018 will be $4,200,000; $1,050,000 in each quarter of the fiscal year.

Was replaced with:

The total amount of money available for services under this program during fiscal year 2025 – 2026 will be $2,995,000; $748,750 in each quarter of the fiscal year.

IV. B. 1.

The maximum amount available for reimbursement to Cherokee Health Systems in any fiscal quarter will be $308,750 of the total amount appropriated for indigent care for that fiscal quarter.

Was replaced with:

The maximum amount available for reimbursement to Cherokee Health Systems in any fiscal quarter will be $173,750 of the total amount appropriated for indigent care for that fiscal quarter.

IV. B. 4.

For any fiscal quarter, up to $350,000 of the quarterly allocation for indigent care plus any carryover "physician designated funds," will be allocated to physicians as follows.

Was replaced with:

For any fiscal quarter, up to $250,000 of the quarterly allocation for indigent care plus any carryover "physician designated funds," will be allocated to physicians as follows.

IV. B. 5.

The remaining funds of $291,250 from the quarterly allocation for indigent care will be divided among the hospitals as grants for their services to indigent patients.

Was replaced with:

The remaining funds of $250,000 from the quarterly allocation for indigent care will be divided among the McNabb Center for operations of EmPATH Unit in the amount of $112,500 and the remaining $137,500 among hospitals as grants for their services to indigent patients.

IV. B. 5.

Within thirty days of the end of each quarter of the fiscal year, each hospital requesting a payment must submit a statement for each certified Indigent Care Program patients treated as inpatients, outpatient or in its emergency room. The list will be compared with patient medical records at the Health Department and the total number of days service for that hospital will be calculated. If any hospital has provided less than five (5) percent of the total Indigent Care Program hospitalization during a given quarter, and has kept open a public emergency room during all of that quarter, that hospital will be eligible for an grant equal to five percent of the total hospital fund available for that quarter. The remaining hospital fund will then be distributed to the other participating hospitals in proportion to the number of days of services provided.

Was replaced with:

Within thirty days of the end of each quarter of the fiscal year, each hospital requesting a payment must submit a statement for each certified Indigent Care Program patient treated as an inpatient, outpatient or in its emergency room. The list will be compared with patient records at the Health Department and the total number of days service for that hospital will be calculated. The hospital fund will be distributed to the participating hospitals in proportion to the number of days of services provided.

AMENDMENT EIGHT KNOX COUNTY INDIGENT CARE PROGRAM

FISCAL YEAR 2025 - 2026

This document outlines the Knox County Indigent Care Program as it will operate from **July 1, 2025 to June 30, 2026.**

* * * * * * * * * * * * * * * * * *

I. TERMS OF AGREEMENT

This agreement commences on the 1st day of July 2025 and ends the 30th of June 2026 unless terminated in conformity with the terms of this agreement as contained in paragraph VII. A. Knox County intends to issue a (1) year award ("Initial Term"). After the Initial Term this Agreement shall automatically renew for additional one (1) year period each a "Renewal Term" (the Initial Term and all Renewal Terms shall be collectively referred to herein as the "Term"). This may result in a total of five (5) years. After the Initial Term either party may, in its sole discretion, terminate this Agreement without cause by giving the other party thirty (30) days prior written notice.

II. ELIGIBILITY

II. A. Eligibility for the Knox County Indigent Care Program will be determined by Cherokee Health Systems based on the guidelines provided by the Knox County Health Department. To be eligible one must be a resident of Knox County and have been a resident of Knox County for a minimum of 30 days and have a total income level within guidelines set by the County at the beginning of the contract period. In the case of college students who are ineligible for institutionally provided health services, total family support will be used for the income determination. Income eligibility guidelines may be changed by the County at the beginning of any subsequent contract period upon notification to the Executive Officers and the Indigent Care Advisory Committee, an ad hoc committee of participating hospitals, or designee prior to the signing of a new agreement. Once set, the Indigent Advisory Committee will be notified of any changes in the eligibility guidelines during the contract period.

II. B. Knox County Health Department will provide a secure electronic copy containing the name, address, birth date, and dates of eligibility of currently certified indigent patients to each participating hospital and EMS providers on the 1st and 16th day of each month.

II. C. Pursuant to Tennessee Code Annotated, Section 41-4-115(a), medical care of prisoners in the Knox County Jail and Corrections Facility are the responsibility of Knox County during the term of their incarceration. Primary care will be provided to prisoners directly by the medical staffs in the jail and corrections facility, with hospital care, testing which cannot be provided through the jail or correctional facility's clinic, and specialty physician care covered by the indigent care program.

II. D. Children in the East Tennessee Regional Juvenile Service Center who are not covered by TennCare will be considered Indigent Care patients.

II. E. TennCare program patients will not ordinarily be eligible for services under the Indigent Care Program. A patient who is thought to be eligible for TennCare will be advised to apply for TennCare by the Cherokee Health Systems. If they do not apply for TennCare within 60 calendar days after being advised to do so, they may be removed from the Indigent Care Program with 30 days notification.

III. SERVICES PROVIDED

III. A. Primary Care Services will be provided by Cherokee Health Systems as specified in the Indigent Primary Care Services Agreement between Cherokee Health Systems and Knox County, dated May 1, 2017. No reimbursement will be made for visits to physicians' offices or other non-emergency outpatient facilities unless the individual patient has been referred for that consultation by a physician at the Cherokee Health Systems. Referrals will be limited to medical necessity and may be approved by the Knox County Health Department. All patients, except for lab visits or blood pressure checks, will be charged a five-dollar ($5.00) co-pay per visit to the clinic. In extreme hardship circumstances with a medical necessity determination, the physician manager may waive the co-pay. The pharmacy will not collect a co-pay from patients who have completed the eligibility determination process and been deemed Indigent Care Program patients. Prisoners in the Knox County Jail and Corrections Facility are not subject to this process and may, under certain

circumstances, be charged fees in accordance with Tennessee Code Annotated, Section 41-4-115 (c) (d) (f).

III. B. Prescription medicines will be provided for Indigent Care patients who have been screened and meet the Indigent Care guidelines. Medicines will generally be available and dispensed by the Cherokee Health Systems Pharmacy as provided in the Agreement. A licensed pharmacist will dispense prescriptions or refills from a restricted formulary; patients who are under the care of a Cherokee provider will be limited to no more than seven (7) prescriptions per month. A drug profile will be maintained on each patient and may be reviewed through a peer review process.

III. C. Dental care is provided at the Health Department for indigent adults only for relief of pain and infection and when a dental condition constitutes a major and immediate threat to the general health of the patient. Only persons at or below current federal poverty guidelines qualify for dental services at the Health Department. Enrollment onto the dental only program will be done in the dental department. Patients seeking only dental care will not be enrolled in the Indigent Care Program, but will be able to fill a limited number of prescriptions at Cherokee Health Systems for treatment of infection and pain written by Knox County Health Department dentists.

III. D. Specialty physicians' services and hospital inpatient care will be provided to Indigent Care patients when required. Specialty physician referrals will be limited to a medical necessity and may be subject to approval by Knox County Health Department staff. Cherokee Health Systems will maintain patient records and manage the referral process for Indigent Care patients. Medical records will be provided to the specialty physician at the time of referral, following HIPAA directed policy and procedure. Patients will be advised that the physician-patient relationship established by the referral will end at the conclusion of the referred consultation or treatment.

III. E. Each hospital's medical staff will establish a mechanism for equitable distribution of hospital patients among their staffs. In so far as possible, inpatients will be assigned to hospitals on a rotating basis. Rather than establish a rigid hospital rotation system, the program will rely on the good judgment of the coordinating staff at the Cherokee Health Systems to consider the availability of services and

space, the preferences of the patient and the physician accepting the referral, and the importance of continuity of treatment in selecting a hospital. The coordinating Cherokee Health Systems staff will be instructed to assure that the number of referrals to each participating hospital in each quarter of the year be as uniform as possible.

III. F. Occasionally a registered Indigent Care Program patient will require emergency medical care beyond the capabilities of Cherokee Health Systems or may require emergency care at a time when Cherokee's clinic is not open. In such instances the patient may use the emergency department of a participating hospital. When this occurs, any physician called in to assist in the patient's care may submit a statement for care to the County and the hospital may count the emergency department visits as part of its total credited hospital days. (See Reimbursement for Services Section.) If the patient is admitted to the hospital as an inpatient, regular Indigent Care Program accounting procedures will apply.

III. G. No patient will be discouraged from seeking hospital treatment for a true emergency. However, Indigent Care Program patients will be educated by Cherokee Health Systems staff when they are certified for the program that if they abuse the privilege of using hospital emergency department care they individually may be declared ineligible for the Indigent Care Program. The decision to refuse reimbursement for a specific patient shall belong to the County alone and shall be effective upon written notice to participating hospitals. The County will also simultaneously notify the patient by registered letter and attempt to contact him/her by telephone or in person to discuss the problem. Emergency department physicians who agree to participate in this program also agree to assist in the identification and education of such patients.

III. H. Physicians to whom a case is referred will be expected to select the most cost- effective location for provision of services. If necessary surgery can be performed in a physician's office or in an outpatient surgery center then that alternative should be considered.

III. I. Knox County and the Knox County Health Department will not attempt to limit the services a practicing physician may offer to an individual patient. Certain services, however, will be ineligible for reimbursement under the Indigent Care

Program. Examples include cosmetic procedures, restorative dentistry, nursing home care, services of prohibitive cost, and services, which duplicate those provided by the Knox County Health Department, such as certain vaccinations.

III. J. Upon Knox County Health Department's authorized request, physicians and hospitals are expected to provide the Knox County Health Department with discharge summaries and/or office notes documenting of the medical treatment provided each Indigent Care Program patient.

III. K. Knox County Health Department reserves the right to declare patients ineligible for the Indigent Care Program based on their noncompliance with the program guidelines and for non-adherence to instructions issued by the clinicians regarding medications and treatment. Any acts or threats of violence toward any care provider may result in the patient being deemed ineligible indefinitely for the Indigent Care Program. The decision to declare a patient ineligible for the program shall belong to the County alone and shall be effective upon written notice to the participating hospitals. The County will also simultaneously notify the patient by registered letter and attempt to contact him/her by telephone or in person to discuss the problem.

IV. REIMBURSEMENT FOR SERVICES

IV. A. Reimbursement for services provided under the Knox County Indigent Care Program will be computed and paid by quarter of the fiscal year. The total amount of money available for services under this program during Fiscal Year 2025 - 2026 will be $2,995,000; $748,750 in each quarter of the fiscal year. The funding level may increase from year one based on the amount of funding appropriated by Knox County. The methodology for reimbursement described in IV. B. will be used regardless of the funding level. If the funding level does change Knox County reserves the right to determine how the increase in funding will be applied to the contract.

IV. B. At the end of each fiscal quarter, funds will be disbursed in the following order:

1. Cherokee Health Systems will be reimbursed for the cost of providing Indigent Care Program administration and for the cost of providing primary medical care and other health care related services to certified Indigent Care Program patients. The maximum amount available for reimbursement to Cherokee Health

Systems in any fiscal quarter will be $173,750 of the total amount appropriated for indigent care for that fiscal quarter.

2. Medical supplies of specific nature such as: orthopedic, chemotherapy, enteral nutrition, equipment rental, and colostomy/ileostomy will be paid at 100% of charges to the providers if approved by Knox County Health Department.

3. Community physicians will be reimbursed for services provided to certified Indigent Care Program patients who are referred to them by the Knox County Health Department, or who are served in an emergency circumstance by an emergency department physician or a physician called at the request of the emergency department physician or participating hospital. Any physician requesting payment for treating an Indigent Care Program patient must submit a statement containing the name of the patient, the date of treatment, the description of treatment, the Current Procedural Terminology (CPT) code of the treatment and the physician's charge for the treatment given to that patient. This statement shall be submitted to the Indigent Care Program Accountant, Knox County Health Department, 140 Dameron Avenue, Knoxville, Tennessee 37917-6413.

4. A physician statement will not be accepted for payment unless it is submitted within 30 days of the end of the month in which an outpatient treatment or consultation was given or in which a patient was discharged from the hospital.

CPT codes on the statement will be reviewed for consistency with the referring diagnosis. For any fiscal quarter, up to $250,000 of the quarterly allocation for indigent care plus any carryover "physician designated funds," will be allocated to physicians as follows. The initial computation will be based on 100% of indigent care patient charges from accepted physician statements. This percentage may be altered during the fiscal year by joint agreement of the Indigent Care Advisory Committee and Knox County. Whatever percentage is selected will apply to all physicians submitting statements for a fiscal quarter. If the amounts owed for physicians' services for any quarter exceed the above limit, the payment for each physician for that quarter will be reduced proportionately, based on the Medicare or similar systems relative value scale until the total payment for physicians' services equals the limit. If the amounts owed for physicians' services for any quarter are less than the available funds, the excess shall be carried forward into the next

quarter as "physician designated funds" and shall be added to the funds available for distribution to physicians.

After funds are distributed for the fourth quarter of the contract, any excess funds shall be reserved. These reserves shall be available for appropriation by the Knox County Commission for funding for the Indigent Care Program or for any other health- related matters, which they deem appropriate. If such funds are not encumbered or expended within two (2) fiscal years of their addition to the reserve, those funds shall be returned to undesignated general fund balance.

5. The remaining funds of $250,000 from the quarterly allocation for indigent care will be divided among the McNabb Center for operations of EmPATH Unit in the amount of $112,500 and the remaining $137,500 among hospitals as grants for their services to indigent patients.

Money so divided will be considered a summary grant to each hospital rather than payment for any specific patient bill. Provided, however, that if the amount of funds available to be distributed to the hospitals for any quarter exceeds the amount of total allowable Indigent Care Program patient charges by each individual hospital for such quarter, the excess shall be carried forward into the next quarter and added to the amount of funds available for distribution to the hospitals.

For purposes of this computation each emergency room visit or referred outpatient visit which requires the facilities of the hospital by an Indigent Care Program patient will count as one-third of an inpatient day.

Within thirty days of the end of each quarter of the fiscal year, each hospital requesting a payment must submit a statement for each certified Indigent Care Program patient treated as an inpatient, outpatient or in its emergency room. The list will be compared with patient records at the Health Department and the total number of days service for that hospital will be calculated. The hospital fund will be distributed to the participating hospitals in proportion to the number of days of services provided.

If a patient remains hospitalized at the end of one of the first three quarters of the fiscal year, all of the charges for that uninterrupted hospitalization, whether from the physician or the hospital, will be deferred to the quarter of the fiscal year in which the patient is discharged. During the first quarter of the fiscal year, it will be necessary for physicians and hospitals to submit separate statements for

services rendered to a patient before and after July 1.

IV. C. In some instances, a Knox County prisoner, adult, or child in custody of Knox County may be eligible for Medicare, TennCare, or may possess third party insurance. Medical services to these persons will not be reimbursed or counted in the day allocation formula for hospitals under the Indigent Care Program until and unless the eligible days and/or physician visits under the applicable programs have been exhausted.

V. PROGRAM SUPPORT SERVICES

V. A. A subcommittee may be established to oversee the program and provide advice to program administrators. The Indigent Care Advisory Committee or designee will review the overall program and provide advice concerning eligibility requirements, covered services, administrative practices and expenditures. Membership will consist of one representative from each participating hospital, a representative of the County Health Department, a representative of the County Mayor, and a citizen, other than an elected or appointed official, officer, or employee of Knox County Government, selected by the Knox County Commission.

VI. AMENDMENT

VI. A. This program agreement may be amended during the course of a fiscal year only by the signed consent of all parties who sign the original agreement.

VII. ADDITIONAL PROVISIONS

VII. A. Appropriations. In the event no funds are appropriated by County for the indigent health care 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 either party.

VII. B. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance or incurred liability.

VII. C. 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 medical services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

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

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

VII. F. This Agreement shall be governed by the laws of the State of Tennessee both as to interpretation and performance.

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

VII. H. 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 nondiscrimination.

VII. I. 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 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 hooks, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

VII. J. 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, agents, or employees.

VII. K. 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.

VII. L. There are no third-party beneficiaries accruing any rights under this contract.

KNOX COUNTY INDIGENT CARE PROGRAM

We, the undersigned, agree to participate in the Knox County Indigent Care Program as outlined in the attached program description dated fiscal year 2025 – 2026 "Amendment Eight". This agreement must be approved by the Knox County Commission and signed by the Knox County Mayor, any or all additional signatures, from the hospitals systems listed below will create a valid contract between Knox County and that hospital system. Any hospital system that does not sign will not be contracted with Knox County and will not be participating in the Indigent Care Program. The lack of participation by one or more hospital systems will not affect the Knox County Indigent Care Programs contractual position with participating hospital systems.

KNOX COUNTY _____ Glenn Jacobs, Mayor	**KNOX COUNTY HEALTH DEPARTMENT** _____ Kevin Parton, Senior Director
CHEROKEE HEALTH SYSTEMS _____ Chief Executive Officer Print name: _____	_____, Chief of Staff for the Medical Staff of Cherokee Health Systems Print name: _____
EAST TENNESSEE CHILDREN'S HOSPITAL _____ Chief Executive Officer Print name: _____	_____, Chief of Staff for the Medical Staff of East Tennessee Children's Hospital Print name: _____
FORT SANDERS REGIONAL MEDICAL CENTER _____ Chief Executive Officer Print name: _____	_____, Chief of Staff for the Medical Staff of Fort Sanders Regional Medical Center Print name: _____
MCNABB CENTER _____ Chief Executive Officer Print name: _____	_____, Chief of Staff for the Medical Staff of Cherokee Health Systems Print name: _____
PARKWEST MEDICAL CENTER _____ Chief Executive Officer Print name: _____	_____, Chief of Staff for the Medical Staff of Parkwest Medical Center Print name: _____

THE UNIVERSITY OF TENNESSEE MEDICAL CENTER AT KNOXVILLE _____ Chief Executive Officer Print name: _____	_____, Chief of Staff for the Medical Staff of The University of The Tennessee Medical Center at Knoxville Print name: _____

RLA-17505 **R-25-7-702**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Anna Roeder, PARKS AND RECREATION

Department: PARKS AND RECREATION

Requires Expenditure of Funds: NO Funded in Current Budget: NO

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of a donation for Knox County Parks and Recreation of property located at 0 Kodak Road, Parcel ID 098 12601, to be used for Knox County Park Land.
(Parks and Recreation)

Attachments

Resolution

KCPR Donations

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AUTHORIZING THE ACCEPTANCE OF A DONATION FOR KNOX COUNTY PARKS AND RECREATION OF PROPERTY LOCATED AT 0 KODAK ROAD, PARCEL ID 098 12601, TO BE USED FOR KNOX COUNTY PARK LAND.

RESOLUTION: **R-25-7-702**

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 0 Kodak Road (Parcel ID #098 12601) in Knox County (the "Property"); and

WHEREAS, Legacy Parks Foundation desires to donate the Property 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 Property 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 a donation for Knox County Parks and Recreation of property located at 0 Kodak Road (Parcel ID #098 12601) 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 Property 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: 06 /12 /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): $ 9,800

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.

Cruze Landing property parcel #098 12601

_ _ This donation is to be used at Knox County's discretion.

_ ✓ _ This donation is to be used specifically for the following purpose:

River access

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: 07 /07 /2025 **Department Director Signature:** Anna Roeder Digitally signed by Anna Roeder Date: 2025.07.07 11:00:08 -04'00'

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-17507 **R-25-7-703**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Anna Roeder, PARKS AND RECREATION

Department: PARKS AND RECREATION

Requires Expenditure of Funds: YES Funded in Current Budget: NO

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the necessary right-of-way and construction easement acquisition for five (5) tracts of land, a license agreement with the State of Tennessee for excess land usage, and use of portions of two (2) existing Knox County parcels for the construction of the Halls Greenway Connector and associated sidewalks as shown in the attached right-of-way plans for this project.
(Parks and Recreation)

Attachments

Resolution

License Agreement

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING THE NECESSARY RIGHT-OF-WAY AND CONSTRUCTION EASEMENT ACQUISITION FOR FIVE (5) TRACTS OF LAND, A LICENSE AGREEMENT WITH THE STATE OF TENNESSEE FOR EXCESS LAND USAGE, AND USE OF PORTIONS OF TWO (2) EXISTING KNOX COUNTY PARCELS FOR THE CONSTRUCTION OF THE HALLS GREENWAY CONNECTOR AND ASSOCIATED SIDEWALKS AS SHOWN IN THE ATTACHED RIGHT-OF-WAY PLANS FOR THIS PROJECT.

RESOLUTION: **R-25-7-703**

REQUESTED BY: **PARKS & RECREATION 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 desires to construct the Halls Greenway Connector for the benefit and well-being of the citizens of Knox County; and

WHEREAS, that project will require Knox County to enter into a License Agreement with the State of Tennessee to allow the County to use certain excess land belonging to the State, as more fully set out in the License Agreement, including Exhibit A thereto, between the State of Tennessee and Knox County attached to this Resolution; and

WHEREAS, that project will require that Knox County acquire the necessary rights -of-way and construction easements for five (5) tracts of land and use portions of two (2) parcels of land owned by Knox County for the construction of the Halls Greenway Connector and associated sidewalks, as more fully set out in Exhibit A to the License Agreement attached to this Resolution.

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

The License Agreement, including Exhibit A thereto, between the State of Tennessee and Knox County, Tennessee regarding the construction of the Halls Greenway Connector 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 License Agreement, including Exhibit A thereto, between the State of Tennessee and Knox County, Tennessee regarding the construction of the Halls Greenway Connector 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

This Instrument prepared by:
State of Tennessee
Department of Transportation
Region 1
7345 Region Lane
Knoxville, TN 37914
(Local Government)

Project No.CM-STP-33(22),
47018-3240-54
Tract No. Multiple
Knox County
Request No. 7316

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of this the _____day of _____, 20__ by and between THE STATE OF TENNESSEE, acting by and through its Commissioner of Transportation, (hereinafter referred to as "State") and KNOX COUNTY, T**ENNESSEE** (hereinafter referred to as "Licensee").

WHEREAS, Licensee desires to use a portion of the Licensed Premises for a project constructing a multimodal path on the south side of State Route 71 (US 441), a sidewalk on the west side of State Route 33, a multimodal path under the Beaver Creek bridge for State Route 33, and a sidewalk connecting to the east side of State Route 33 (being more specifically described in Exhibit A being attached to and made a part of this License; and

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions.

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1. **LICENSE** – Licensee is hereby granted permission to use the Licensed Premises to install and operate a multimodal path on the south side of State Route 71 (US 441), a sidewalk on the west side of State Route 33, a multimodal path under the Beaver Creek bridge for State Route 33, and a sidewalk connecting to the east side of State Route 33 in Knox County, Tennessee in accordance with the attached plans for the Halls Greenway PIN 132052.00 (hereinafter referred to as the "Improvements").

2. **USE OF LICENSED PREMISES** - Licensee shall be permitted to use the Licensed Premises **for a public use purpose, subject to cancellation for failure to continue public use** for the operation of the Improvements. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State. Licensee's use of the Licensed Premises is subject to any easements of record and to the right of any utility owner to operate and maintain any existing utility facilities within the Licensed Premises.

3. **FEE** – Licensee shall pay $0 per year to the State for the use of the Licensed Premises.

4. **TERM** – The License is a 25 year, renewable license which shall begin on [month/day], [year] and shall end on [month/day], [year].

5. **ACCESS** – The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.

6. **MAINTENANCE** – The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee;

7. **IMPROVEMENTS:**

A. Any improvement(s) made pursuant to this License Agreement by Licensee shall be subject to the prior written approval of the STATE. Any improvement(s) erected upon said Licensed Premises, whether erected before or after this License Agreement, must be properly maintained in such manner as to cause no interference with traffic and said improvement(s) and area within the right-of-way boundaries shall be kept free of refuse, trash or any other unsightly materials. If said improvement(s) and area are not so maintained in accordance with the standards set by the STATE, the STATE shall be notified, and such improvement(s) and area shall immediately be brought up to such standards by the Licensee upon being directed to do so by a representative of the STATE.

B. If Licensee proposes to construct any improvement over or under the roadway, Licensee shall submit detailed plans to the STATE for prior approval. If approved, Licensee shall construct and maintain the improvement in accordance with the approved plans and any additional standards established by the STATE, as set forth in Exhibit "A" hereto or as it may hereafter be amended. Whether an improvement has been erected before or after this License Agreement, Licensee shall inspect the improvement at least one (1) time during any consecutive twelve (12) month period of this License Agreement to determine if the improvement is structurally sound and maintained in accordance with the standards set by the STATE. The inspections shall be conducted by, or under the supervision of, a professional engineer licensed in the State of Tennessee and in a manner substantially similar to the inspection standards for bridges and tunnels established in 23 CFR Part 650, as determined by the STATE. Licensee shall submit a copy of each inspection report to the STATE, and Licensee shall retain a copy of all inspection reports made during the term of this License Agreement. Licensee grants the STATE, and its contractors or agents, a right to enter to the Licensed Premises upon the STATE's request for the purpose of conducting an inspection of any improvement made pursuant to this License Agreement. Licensee shall promptly repair any structural or other deficiencies in the improvement identified in the Licensee's or the STATE's inspection. Any repair(s) made by Licensee are subject to approval by the STATE.

8. **TRAFFIC CONTROL** - At no time will work authorized by this License Agreement interfere with the normal flow of traffic on roadways adjoining the Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.

9. **FIRE HAZARD** - The Property shall not be used for the manufacture or storage of flammable material or for any other purpose deemed by the STATE or the Federal Highway Administration to be a potential fire hazard or other hazard to the highway. The determination as to whether or not a use constitutes such a hazard shall be in the sole discretion of the STATE or the Federal Highway Administration. The operation and maintenance of said property will be subject to regulation by the STATE to protect against fire or other hazard which could impair the use, safety or appearance of the highway. LICENSEE shall provide access, at all times, for firefighters and accompanying equipment.

10. **DAMAGE TO STATE PROPERTY** - Licensee shall be liable for any damage to state property resulting from Licensee's use of the Licensed Premises and/or

installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.

11. **LIABILITY** - Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq., up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character arising from the contractor's acts or omissions in the prosecution of the work.

12. **INSURANCE** - The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance, which may include self-insurance, and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the Licensee's liability under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq. The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than $1 million dollars per occurrence and $300,000 per claimant, naming the State of Tennessee as an additional insured.

13. **PERMITS** – Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein. Prior to commencing the work authorized herein, Licensee shall notify Tennessee One Call regarding any excavation(s) and shall ensure that the provisions of TCA 65-31-101 et seq. are met.

14. **COMPLIANCE** – All work on the Licensed Premises shall be performed in compliance with current TDOT Landscape Design Guidelines and TDOT Standard Drawings in addition to applicable federal, state and local laws and regulations. Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to termination. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the licensed Premises and surrender all rights and privileges under this License Agreement; otherwise, on written notification by the State, the Improvements will be removed and said Licensed Premises restored to its former condition in a timely manner at the expense of the Licensee.

15. **TITLE VI ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21,

Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.

16. **AMERICANS WITH DISABILITIES ACT ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 28, Code of Federal Regulations, Parts 35 and 36, Nondiscrimination on the Basis of Disability in State and Local Government Services and Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, and as said regulations shall be amended. The Licensee further agrees that if any pedestrian facilities are constructed, maintained, or operated on the property described in this License, the Licensee shall construct, maintain, and operate such facilities in compliance with the Architectural and Transportation Barriers Compliance Board's "Accessibility Guidelines for Pedestrian Facilities in Public Rights-of-Way" (36 CFR Part 1190; published in the Federal Register, August 8, 2023).

17. **REVERSION** – In the event that the Licensed Premises is needed for a transportation project, Licensee shall remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement within 60 days of receiving written notice from the State. In the event that the Licensed Premises is needed for a highway maintenance project, the use of the Licensed Premises will cease temporarily until the maintenance project is completed. In the event that a utility owner needs to maintain an existing utility facility, the Licensee's use of the Licensed Premises may cease or be impaired until the utility maintenance activity is completed.

18. **ADJACENT PROPERTY** – Licensee states and affirms that the Improvements constructed and maintained on the Licensed Premises are not relevant to any adjacent property's activities, features, or attributes that qualify the adjacent property for protection under Section 4(f) of the Department of Transportation Act of 1966 (Pub. L. 89—670, 80 Stat. 931) now codified at 23 U.S.C. § 138, 49 U.S.C. § 303, and 23 CFR Part 774 (hereinafter referred to as "Section 4(f)"). Therefore, neither the act of reversion nor termination of this Agreement, nor any transportation related activities occurring on the Licensed Premises (including, but not limited to, maintenance activities, construction activities, etc.), would result in a substantial impairment to the activities, features, or attributes that may qualify Licensee's adjacent or nearby property for protection under Section 4(f).

19. **NO PERMANENT OWNERSHIP** – Licensee does not currently possess, nor through this Agreement acquire, permanent ownership or control over the Licensed Premises.

20. **TERMINATION** – The State may terminate this License at will with 60 days written notice to Licensee.

21. **ASSIGNMENT** – The license shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

TO THE LICENSEE:	**TO THE STATE:**
Knox County, Tennessee	Department of Transportation
City-County Bldg., Suite 615	Brian Dickerson, Excess Land Office

400 Main Street
Knoxville, Tennessee 37902

James K. Polk Bldg., 6th Floor
505 Deaderick Street
Nashville, Tennessee 37243

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

LICENSEE:

KNOX COUNTY, TENNESSEE

_____ DATE:_____
Mayor Glenn Jacobs

APPROVED AS TO FORM
AND LEGALITY:

_____ DATE: 7-10-25
Attorney for Licensee
Contract #25-474

STATE OF TENNESSEE

_____ DATE:_____
Howard H. Eley
Deputy Governor and Commissioner
Tennessee Department of Transportation

APPROVED AS TO FORM
AND LEGALITY:

_____ DATE:_____
Leslie South, General Counsel
Tennessee Department of Transportation

Index Of Sheets

SEE SHEET 1A FOR INDEX

TENN.	YEAR
	2025
FED. AID PROJ. NO.	N/A
STATE PROJ. NO.	47LPLM-S2-213
PIN:	132052.00

LOCALLY MANAGED PROJECT
LOCALLY LET PROJECT

EXHIBIT A

KNOX COUNTY

HALLS GREENWAY

SR-33 (MAYNARDVILLE PIKE) AND SR-71 (US-411, NORRIS FREEWAY), FROM CLAYTON PARK TO SR-71; GREENWAY ALONG SR-71 THEN FOLLOWING BEAVER CREEK TO THE EAST SIDE OF SR-33

CONSTRUCTION

NO EXCLUSIONS	
NO EQUATIONS	
V (BIKE PATH)	18 MPH
V (US HWY 441)	45 MPH
V (SR-33)	45 MPH
V (ANDERSONVILLE PIKE)	30 MPH

BEGIN PROJECT ROW AND CONST
STA. 100+00.00 HALLS GREENWAY 1
N 642953.4890 E 2579225.5800

END PROJECT NO. CONST
STA. 505+44.03 ANDERSONVILLE PIKE
N 643448.7950 E 2581048.1188

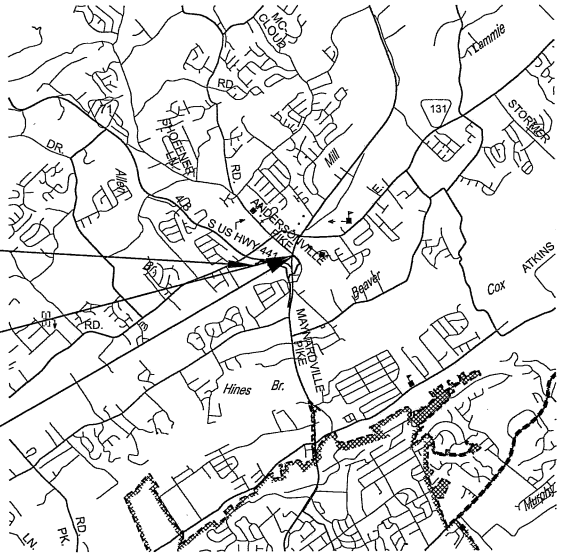
END PROJECT NO. ROW
STA. 505+30.92 ANDERSONVILLE PIKE
N 643424.9493 E 2581076.8654

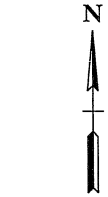
PROJECT LENGTH 1.002 MILES
ROW LENGTH 0.254 MILES

SPECIAL NOTES

PROPOSALS MAY BE REJECTED BY THE KNOX COUNTY PROCUREMENT IF ANY OF THE UNIT PRICES CONTAINED THEREIN ARE OBVIOUSLY UNBALANCED, EITHER EXCESSIVE OR BELOW THE REASONABLE COST ANALYSIS VALUE.

THIS PROJECT TO BE CONSTRUCTED UNDER THE STANDARD SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED JANUARY 1, 2021 AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE PLANS AND IN THE PROPOSAL CONTRACT.





0 0.5 MI 1.0 MI 1.5 MI
MI

SURVEY - -	TRAFFIC DATA	
	ADT (SR-71, 2024)	14,544
	DHV (SR-71, 2023)	1,196
	ADT (SR-33, 2024)	32,037
	DHV (SR-33, 2024)	2,702
	T (SR-71, DHV)	9%
	T (SR-33, DHV)	8%
	V	45 MPH

COORDINATES ARE NAD/83(2011) AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 USING GEOID 18.

GLENN JACOBS - MAYOR
JOSEPH MACK - SENIOR DIRECTOR OF PARKS AND RECREATION
KNOX COUNTY PARKS AND RECREATION
2447 SUTHERLAND AVENUE
KNOXVILLE, TENNESSEE 37919

CONST. PLANS

REVISIONS	DATE

CANNON & CANNON INC
TEL 865.670.8555
WWW.CANNON-CANNON.COM
10003 Investment Drive
Suite 102
Knoxville, TN 37932

CLIENT:
KNOX COUNTY DEPARTMENT OF PARKS AND RECREATION

PROJECT:
PIN 132052.00
HALLS GREENWAY CONNECTOR

TITLE SHEET

CCI PROJECT NO.	00263-0112
DATE	7/7/2025
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

1

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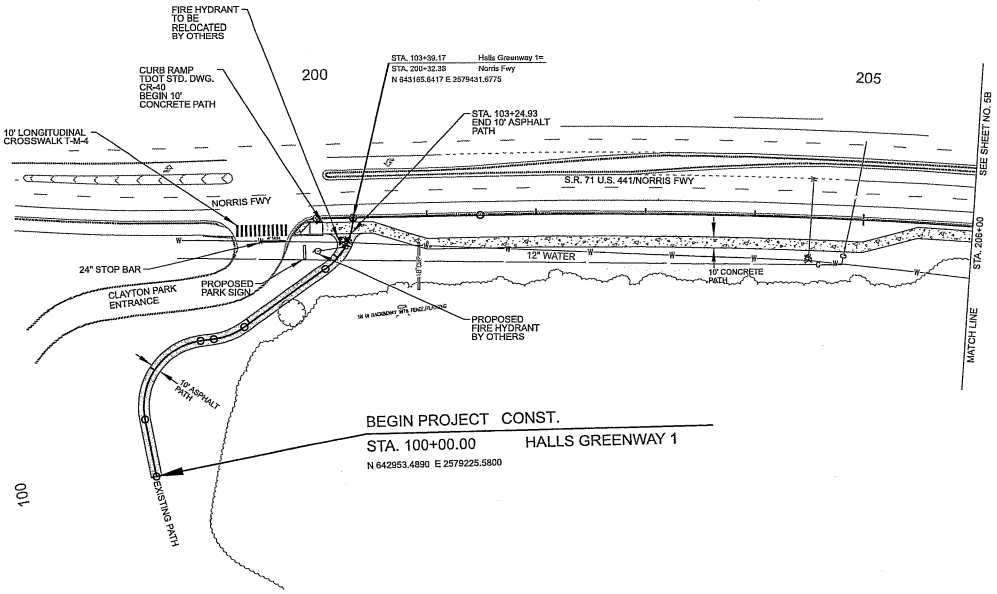

0 50' 100' 150'

N

CONCRETE PATH

ASPHALT PATH

REVISIONS	DATE
PROPOSED TREES REMOVED	5-14-26

CANNON & CANNON INC
TEL 865.670.9555
WWW.CANNON-CANNON.COM
10026 Investment Drive
Suite 150
Knoxville, TN 37932

CLIENT:
KNOX COUNTY DEPARTMENT OF PARKS AND RECREATION

PROJECT:
PIN 132052.00
HALLS GREENWAY CONNECTOR

PROPOSED LAYOUT
STA. 100+00 TO STA. 206+00

CCI PROJECT NO.	09263-0112
DATE	7/7/2025
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

4B

7/7/2026 4:05:55 PM 4:05:55 PM
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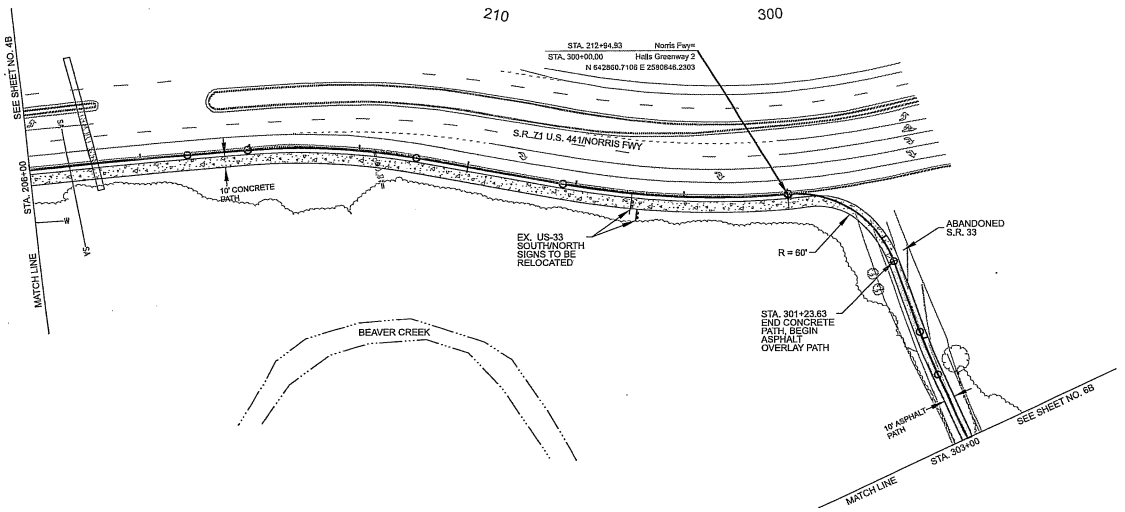

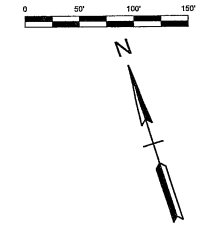

CONCRETE PATH

ASPHALT PATH

REVISIONS	DATE
SIGNS RELOCATION IDENTIFIED	5-14-25

CANNON & CANNON INC
TEL 865.670.9555
WWW.CANNON-CANNON.COM
10025 Investment Drive
Suite 150
Knoxville, TN 37932

CLIENT:
KNOX COUNTY DEPARTMENT OF PARKS AND RECREATION

PROJECT:
PIN 132052.00
HALLS GREENWAY CONNECTOR

PROPOSED LAYOUT
STA. 206+00 TO STA. 303+00

CCI PROJECT NO.	00263-0112
DATE	7/7/2025
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

5B

7/7/2025 4:08:04 PM
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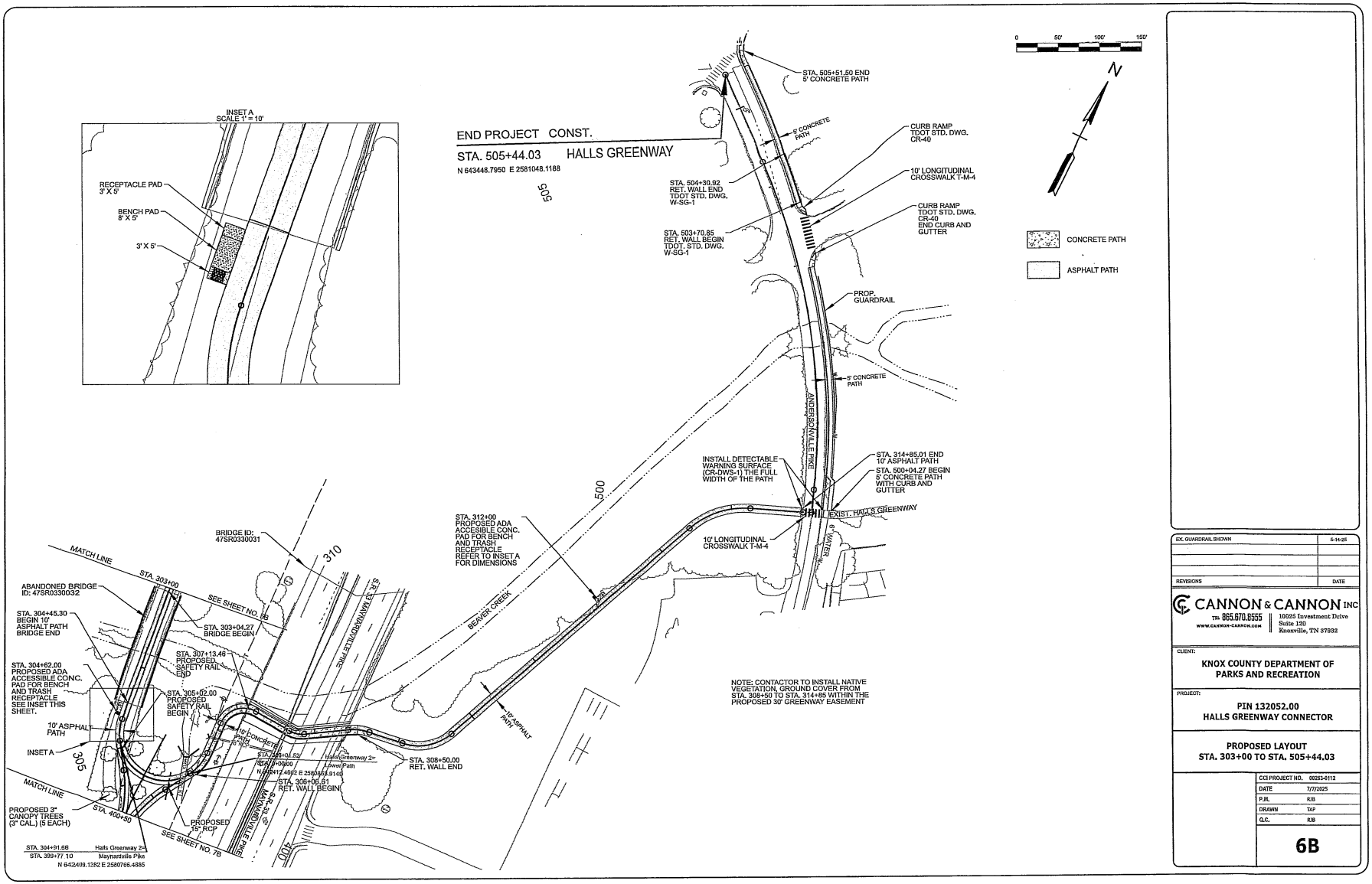

EX. GUARDRAIL SHOWN	5-14-25
REVISIONS	DATE

CANNON & CANNON INC
TEL 865.670.8555
WWW.CANNON-CANNON.COM
10025 Investment Drive
Suite 120
Knoxville, TN 37932

CLIENT:
KNOX COUNTY DEPARTMENT OF PARKS AND RECREATION

PROJECT:
PIN 132052.00
HALLS GREENWAY CONNECTOR

PROPOSED LAYOUT
STA. 303+00 TO STA. 505+44.03

CCI PROJECT NO.	00263-0112
DATE	7/7/2025
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

6B

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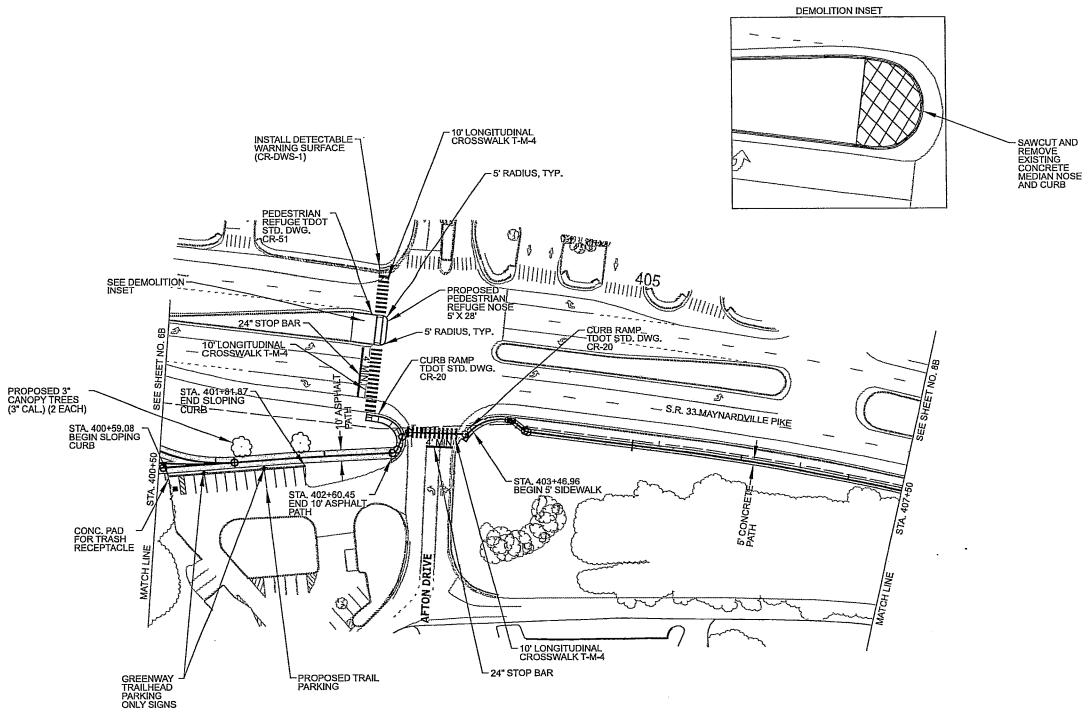

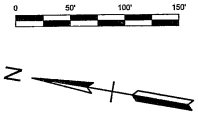

CONCRETE PATH

ASPHALT PATH

REVISIONS	DATE

CANNON & CANNON INC
TEL: 865.670.9555
WWW.CANNON-CANNON.COM
10025 Investment Drive
Suite 120
Knoxville, TN 37932

CLIENT:
KNOX COUNTY DEPARTMENT OF PARKS AND RECREATION

PROJECT:
PIN 132052.00
HALLS GREENWAY CONNECTOR

PROPOSED LAYOUT
STA. 400+50 TO STA. 407+50

CCI PROJECT NO.	00263-0112
DATE	7/7/2025
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

7B

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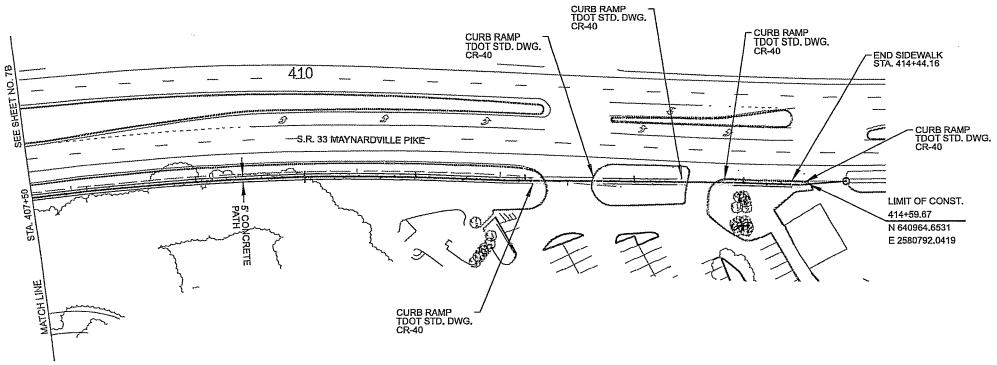

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CONCRETE PATH

REVISIONS | DATE

CANNON & CANNON INC
TEL 865.670.9555
WWW.CANNON-CANNON.COM
10026 Investment Drive
Suite 120
Knoxville, TN 37932

CLIENT:
KNOX COUNTY DEPARTMENT OF PARKS AND RECREATION

PROJECT:
PIN 132052.00
HALLS GREENWAY CONNECTOR

PROPOSED LAYOUT
STA. 407+50 TO STA. 414+94.26

CCI PROJECT NO.	00263-0112
DATE	7/7/2025
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

8B

$$$$DATE$$$$$$$$$$$TIME$$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\00263_0112DGN00263_0112 HALLS GREENWAY PLAN SHT.DGN

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EXISTING CONTOURS (STAGE 1)

EROSION PREVENTION AND SEDIMENT CONTROL LEGEND		
SYMBOL	ITEM	STD. DWG.
** TUBE ** TUBE	SEDIMENT TUBE	EC-STR-37

0 50' 100' 150'

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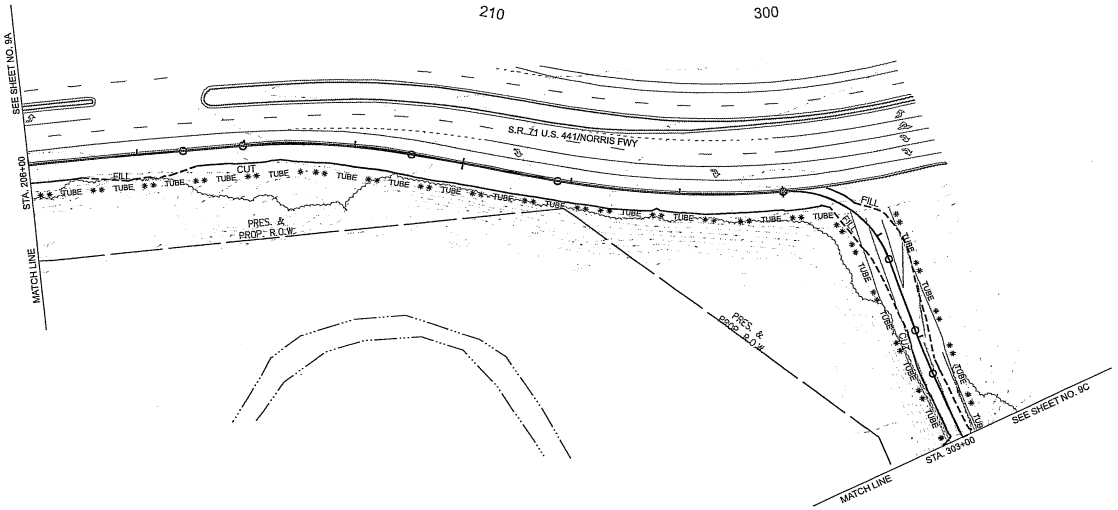

REVISIONS	DATE

CANNON & CANNON INC
TEL 865.670.8555
WWW.CANNON-CANNON.COM
10026 Investment Drive
Suite 120
Knoxville, TN 37932

CLIENT:
KNOX COUNTY DEPARTMENT OF PARKS AND RECREATION

PROJECT:
PIN 132052.00
HALLS GREENWAY CONNECTOR

EROSION PREVENTION AND SEDIMENT CONTROL PLAN (STAGE 1) STA. 206+00 TO STA. 303+00

CCI PROJECT NO.	00263-0112
DATE	7/7/2025
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

9B

RLA-17509 **R-25-7-704**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Anna Roeder, PARKS AND RECREATION

Department: PARKS AND RECREATION

Requires Expenditure of Funds: NO Funded in Current Budget: NO

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Amendment to the Community Parks and Knox County Youth Sports Facility Use Permit to update the sports season date table on page 4.
(Parks and Recreation)

Attachments

Resolution

KCPR YS FACILITY PERMIT

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN AMENDMENT TO THE COMMUNITY PARKS AND KNOX COUNTY YOUTH SPORTS FACILITY USE PERMIT TO UPDATE THE SPORTS SEASON DATE TABLE ON PAGE 4.

RESOLUTION: **R-25-7-704**

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, by means of Resolution R-24-9-701, the Knox County Commission previously approved the Community Parks and Knox County Youth Sports Facility Use Permit allowing for short-term use of specific seasonal sport fields by non-profit organizations engaged in providing sports leagues to the public; and

WHEREAS, Knox County Parks and Recreation has amended the Community Parks and Knox County Youth Sports Facility Use Permit to update the sports season date table on page 4; and

WHEREAS, the Knox County Commission desires to approve the amended Community Parks and Knox County Youth Sports Facility Use Permit.

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

The amended Community Parks and Knox County Youth Sports Facility Use Permit with the updated sports season date table 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, 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

Community Parks and Knox County Youth Sports Facility Use Permit

2447 Sutherland Avenue, Knoxville, TN 37919 Phone: 215-6600 Fax: 215-6603

Short Term Facility Use Permits are provided to non-profit organizations (Conduits) engaged in providing sports leagues to the public. This Short-Term Use Permit is intended for sports specific seasonal field use only. This is not a lease, and the holder of this permit does not have rights to this property beyond this permit. Knox County provides the land for public use and various levels of maintenance including repairs of county-built and owned facilities. The Permittee shall hold Knox County and Knox County Parks & Recreation harmless for any claims made against Knox County or Knox County Parks & Recreation arising from the use and occupancy of the park facility by the Permittee, its members, and any person in attendance during use of the park facility by the Permittee.

Applicant's Name:

Application Date:

Name of Non-Profit (the "Permittee"):

Describe your organization:

Describe your proposed activity and any equipment that will be used:

Park Name(s):

Section(s) of Park, sport fields, or buildings to be used:

The authorized time frames for facility usage are listed below based on sports seasons. Sports Season Dates Table.

FAILURE TO PROVIDE THE FOLLOWING WILL RESULT IN TERMINATION OF THIS PERMIT. Documents must be provided 90 days prior to the start of your sports season. Please see Sports Season Dates Table for start dates.

- **ANNUAL INSURANCE**- The Permittee shall provide Knox County Parks and Recreation an annual certificate of insurance showing a general liability insurance policy with limits of one million dollars ($1,000,000) per each occurrence and one million dollars ($1,000,000) general aggregate and naming Knox County, Tennessee as additional insured.
- **ANNUAL REPORTS-** Due on or before December 31st. The Permittee shall provide Knox County Parks and Recreation an annual report of sports commissioners, contact information (active telephone numbers and email addresses), number of Youth Sports participants by sport, and a copy of your IRS Form 990.

- **VOLUNTEER BACKGROUND CHECK REPORT**- Permittee shall provide, prior to the start of each sports season, Knox County Parks and Recreation a report of completed background checks for all volunteers (coaches, volunteers, workers, officials, etc.)

- **NAYS LEAGUE DIRECTOR TRAINING & MEMBERSHIP -** Prior to approval of a facility use permit each organization must ensure all youth sports league commissioners complete the National Alliance of Youth Sports (NAYS) League Director Training and Membership program. Knox County will fund this training for all league directors who have an approved facility use permit. NAYS League Director Training & Membership provides education and liability protection for individuals who volunteer to be part of a league's leadership team.

- **KNOX COUNTY YOUTH SPORTS ADVISORY REPRESENTATIVE –** Permittee shall elect a representative to serve on the KCYSAB. See KCYSAB By Laws eligibility requirements.

LEAGUE ASSESSMENTS

League assessments (parent surveys) QR codes will be placed around the areas of practices and games. It will then be up to the parent(s) to complete the assessment. Assessment questions will address quality issues such as: general league organization, facilities, coaching, staffing, officials, customer service, registration, communication, uniforms, etc. The results of the assessments will be shared with the KCYSAB.

USE OF OTHER GROUPS

Knox County Parks and Recreation shall work with other groups **(ex., non-profits, travel teams/organizations, and Knox County Schools)** to accommodate practices and games when the permittee is not using the field(s). If the Permittee would like to use the park, outside of your designated sports season, then the Permittee shall use KCPR reservation software to reserve facilities.

LEAGUE TOURNAMENT POLICY

Permittees shall provide for their recreational Baseball/Softball league six (6) total tournaments within one calendar year. Permittees shall be allowed preseason, postseason, and fundraiser tournament in the Fall (3) and Spring (3) Baseball/Softball Seasons within March 1st thru May 30th and Sept 1st thru October 31st. No other tournaments shall be allowed without special events application with approval by KCPR.

Knox County Cup: Each Soccer organization user permittee will have all their teams participate in the Knox County Cup in lieu of an annual user permit fee.

Knox County Diamond Classic: Each Baseball organization facility user permittee and Softball organization user permittee will have all their teams participate in the Knox County Diamond Classic in lieu of an annual permit fee.

Knox County Basketball Classic: Each Youth Basketball program receiving Knox County funds for gym use fees will have all their teams participate in the Knox County Basketball Classic (Indoor and Outdoor) Tournaments.

WEEKEND TOURNAMENT POLICY

Facilities should be open on weekends for public use and make up dates for league play. Any tournaments outside of league dates require a special events application with approval by KCPR.

RENEWAL/CANCELATION

Any violation of this permits policies is cause for revocation of all access to KCPR facilities. Either Knox County or the Non-Profit may cancel this permit any time with a 30-day written notice. This permit is good for 1 year, providing all annual and seasonal documentation is provided per annual reporting section and no current policy violations.

INSPECTION/PARK ENTRANCE

Knox County Parks & Recreation will inspect the property periodically; therefore, a copy of the gate/concession/bathroom/storage facilities keys/codes must be on file at Knox County Parks & Recreation office at 2447 Sutherland Ave. Failure to provide them shall result in Knox County Parks & Recreation changing the locks and codes.

REPAIRS AND CONSTRUCTION

All requests for repairs must be submitted in writing via preventative software system to KCPR. New construction must be submitted in writing via Donation Form to KCRP.

NEW LANGUAGE-ADDITIONS

As our youth sports continues to grow so does our awareness of the need for change and consistency in our youth sports department. The following additions have been made to create more clearly defined and manageable areas of practice for all organizations associated with Youth Sports in Knox County.

PREVIOUS	EFFECTIVE IMMEDIATELY
• ID Badges provided and required by KCPR.	• Sports Commissioners/ 501C3 determine if ID Badges are required.
• Countywide Registration Refund Policy.	• Sports Commissioners/501C3 determine their refund policies for registration.
• Provide KCPR Game and Practice Schedules.	• Game and Practice Schedules no longer required to be provided to KCPR unless field rental is required.
• Registration Fee Annual Reporting submitted to KCPR.	• Registration Fee Annual Reporting no longer required to be submitted to KCPR.
• User Agreement Basketball Use Only Policy	• User Permit Basketball Use Only Policy no longer applies.
• KCPR Senior Director or designee may appeal Grievance Procedures	• KCPR Senior Director of designee will no longer intervene with Community Park Grievances. Grievances will be reviewed by the KCYSAB.
• Coaches training required	• Administrators and Coaches Training Required. (Ex. NAYS)
• Community Youth Basketball KCS Reservations made by KCPR.	• Community Youth Basketball KCS Reservations made by Basketball Commissioners or designee.
• Annual Report include a list of 501C3 Officers Contact Information	• Annual Report include a list of 501C3 Officers and Sports Commissioners Contact information for each sport, and number of Youth Participants in each sport.

Helpful Tip: All questions regarding facility conditions and usage should be handled by Knox County Parks & Recreation. All questions regarding the athletic program will be handled by specific youth sports commissioners assigned to the program.

SPORTS SEASON DATES TABLE

Knox County Parks and Recreation recognizes the following as hard dates for the beginning/ending of each Fall/Winter/Spring Sports Season:

Sport	Fall	Winter	Spring
Baseball	Sept. 1st - Oct. 31st		March 6th - May 31st
Basketball		Dec. 1st - Feb. 18th	
Football	July 11th - Nov. 12th		March 27th - May 5th
Lacrosse	Sept. 1st - Nov. 12th		Feb 13th - May 1st
Soccer	July 11th - Nov. 12th		
Softball	Sept. 1st - Oct. 31st		March 6th - May 31st

We have established hard dates November 15 and March 15 to coincide with our winterization/de-winterization process. Facility users who desire temporary portable restroom service after November 15th and prior to March 15th the facility permit holder will be responsible for providing those services, Knox County will not provide, clean or fund temporary portable restrooms services during winterization. All activities outside of the designated sports seasons shall be managed by Knox County Parks and Recreation.

INDEMNITY AND HOLD HARMLESS AGREEMENT

The Permittee hereby releases Knox County and Knox County Parks & Recreation from all liability arising from the Permittee's use and occupancy of the park facility. The Permittee certifies that it has had an opportunity to inspect the premises covered by this use permit and that permittee finds the premises fit for such use and free of all dangerous and defective conditions.

The Permittee shall hold Knox County and Knox County Parks & Recreation harmless for any claims made against Knox County or Knox County Parks & Recreation arising from the use and occupancy of the park facility by the Permittee, its members, and any person in attendance or present during use of the park facility by the Permittee. The permittee shall further defend and indemnify Knox County and Knox County Parks & Recreation for all claims made against Knox County or Knox County Parks & Recreation arising from the Permittee's use and occupancy of the park facility.

The Permittee agrees it they will be responsible for control and proper use of the park facility or section of the park facilities indicated above. If damage or injury to the park facility occurs during Permittee's use of the park facility, permittee shall pay the costs of remediating and repairing such damages upon demand. Knox County shall not be liable for debts incurred by the permittee.

The undersigned hereby certifies that he/she has read this permit, agrees to be bound to Knox County Parks and Recreation Rules and Regulations and Knox County Charter and has legal authority to bind the Permittee to this permit and has been authorized to execute Agreement on behalf of the Permittee.

Print Name: _____ Title: _____

Signature: _____ Date: _____

Address: _____ City/State/Zip: _____

Phone Numbers: Day: _____ Evening: _____ Fax: _____

Email: _____

Additional Signatures

Knox County Parks and Recreation Rules and Regulations

1. Knox County Parks & Recreation reserves the right to schedule activities or fields.
2. Knox County Parks & Recreation reserves the right to conduct repairs at park facilities. Notice will be given to user groups in advance whenever possible.

3. Park facilities or portions thereof may be used for recreational, cultural, and such other purposes to promote the welfare of the community.

4. Any and all improvements made to the park property must be approved in writing by the Recreation Department. Permit holders are responsible for obtaining all local, state, or federal permits required for any improvement projects. Copies of all permits, architectural plans, and blueprints must be submitted to the Recreation Department. Permittees may be responsible for utilities and repairs to such improvements as agreed upon by both parties. All improvements become property of Knox County.

5. The holder of an approved application to use grounds, equipment, or space in a park shall agree to observe the following rules and regulations of the Parks & Recreation Dept.

   a. To exercise the utmost care in the use of park premises.
   b. To repair or pay Knox County for any damage arising from the occupancy of any portion of the park premises.
   c. All activities must be under competent adult supervision and approved by the Recreation Department.
   d. The use of alcoholic beverages, firearms or fireworks are allowed only with appropriate local and state permits and Knox County Parks and Recreations approval.
   e. Drugs, profane language, or gambling in any form is not permitted on park property.

6. Knox County Parks & Recreation reserves the right to cancel the use of the park facility at any time due to an emergency.

7. Knox County Parks & Recreation will approve and periodically review use and a fee schedule for the use of park facilities by community or civic organizations and other non-profit, recreational, or religious groups. The Permittee must make available the fee schedules to the Recreation Manager and/or Sports Operation Managers.

8. Knox County Parks & Recreation reserves the right to limit fees charged for admission to Knox County Parks. If limits are implemented a copy will be provided to the non-profit.

9. Casual versus scheduled use. It is intended that public parks will be used by the community for casual use such as local children playing pick-up games. However, when organized teams wish to utilize any park on a weekly basis then they must acquire permission from Knox County as identified in" **USE OF OTHER GROUPS"** above. In addition, casual use is not permitted where fields are prepared for games such as softball/baseball fields when fields are lined for games or during inclement weather or wet field conditions.

KNOX COUNTY PARKS AND RECREATION MAINTENANCE RESPONSIBILITIES

Knox County Parks and Recreation will be responsible for mowing inside and outside of ballfields and any common grounds that lie within the park's boundaries. The mowing will be handled by the Parks and Recreations mowing crews and contracted mowers. Knox County Parks and Recreation shall be responsible for fixing and/or replacing the fencing that encloses all ballfields and park boundaries. Below are the other maintenance responsibilities that Knox County Parks and Recreation shall provide:

SIGNATURES

In witness whereof, the parties to this permit through their duly authorized representatives have executed this permit on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this permit as set forth herein.

The effective date of this permit is the latest date written below.

Knox County, Tennessee

By: _____ Date: _____

Position:

By: _____ Date: _____

Position: _____

By: _____ Date: _____

Position: _____

By: _____ Date: _____

Position: _____

By: _____ Date: _____

Position: _____

By: _____ Date: _____

Chapter 27 PARKS AND RECREATION FACILITIES[1]

ARTICLE I. PARKS

Sec. 27-1. Definitions.

For the purposes of this chapter the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

County is Knox County, Tennessee.

Director is the senior director of recreation and parks of Knox County, the person immediately in charge of all park area and its activities, and to whom all park employees in such area are responsible, or, if designated by the director, this shall include deputy directors.

Park is all county-owned parks including any facilities or improvements.

Person is any person, firm, partnership, association, corporation, company or organization of any kind.

Vehicle is any wheeled conveyance, whether or not motor powered, animal-drawn, or self-propelled. The term shall include any trailer in tow of any size, kind or description. Exception is made for baby carriages and vehicles in the service of the county parks.

(Ord. No. O-10-4-102, § 1, 5-24-10; Ord. No. O-20-11-101, § 1, 12-21-20; Ord. No. O-21-7-103, § 1, 8-23-21)

Sec. 27-2. Persons invited to use county parks; park hours.

(a) All persons are invited to use county parks and their facilities who will comply with the terms hereof and such rules and regulations as may be promulgated hereunder governing the use of county parks.

(b) No person shall, under any circumstances, enter for the purpose of remaining therein or remain in any park from sunset and one-half hour before sunrise without general or special permission from the parks and recreation department. Lighted facilities (ball fields, tennis courts, skateparks, etc.) shall remain open until 10:00 p.m. unless otherwise posted, or if authorized by the department during an event. Night time use of boat launch and fishing areas shall be permitted so long as it does not create nuisance for adjacent property owners. Park areas under repair shall be closed as needed.

(Ord. No. O-10-4-102, § 1, 5-24-10)

Sec. 27-3. Unlawful activities generally.

It shall be unlawful and constitutes a misdemeanor for any person within county parks to:

[1]Note(s)—At the discretion of the editor to preserve the style of this Code, certain subsections of this chapter have been renumbered from that of the enacting Ord. No. O-10-4-102.

(1) *Buildings and other property.*

a. *Disfigurement and removal.* Willfully mark, default, disfigure, injure, tamper with, or displace or remove any building, bridges, tables, benches, fireplaces, railings, paving or paving material, water lines or other public utilities or parts of appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts, or other boundary markers, or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal.

b. *Rest rooms and washrooms.* Failure to cooperate in maintaining rest rooms and washrooms in a neat and sanitary condition. No person over the age of six years shall use the rest rooms and washrooms designated for the opposite sex unless said person is physically or emotionally incapable of using same without the assistance of a parent, guardian or caregiver.

c. *Removal of natural resources.* Dig or remove any soil, rock, stones trees, shrubs or plants, down-timber, or other wood or materials, or make any excavation by tool, equipment, blasting or other means or agency.

d. *Erection of structures.* Construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public service utility into, upon or across such lands, except on special written permit issued hereunder.

(2) *Trees, shrubbery, lawns.*

a. *Injury and removal.* Damage, cut, carve, transplant or remove any tree or plant or injure the bark, or pick the flowers or seeds, of any tree or plant. Nor shall any person attach any rope, wire or other contrivance to any tree or plant. A person shall not dig in or otherwise disturb grass areas, or in any other way injure or impair the natural beauty or usefulness of any area.

b. *Climbing trees, etc.* Climb any tree or walk, stand or sit upon monuments, vases, fountains, railing, fences, or upon any other property not designated or customarily used for such purposes.

c. *Hitching of animals.* Tie or hitch a horse or other animal to any tree or plant.

(3) *Wild animals, birds, etc.*

a. *Hunting, molesting, etc.* Hunt, molest, harm, frighten, kill, trap, chase, tease, shoot or throw missiles at any animal, reptile or bird; nor shall he remove or have in his possession the young of any wild animal, or the eggs or nest, or young of any reptile or bird. Exception to the foregoing is made in that snakes known to be deadly poisonous may be killed on sight.

b. *Feeding.* Give or offer, or attempt to give any wild animal or bird any food, tobacco, alcohol or other known noxious substances.

(4) *Explosives, firearms and weapons.* Bring into or have in his possession in any park any firearms (with the exception of those persons with a duly issued, current handgun carry permit issued by the state), slingshots, firecrackers, torpedoes, fireworks or other missile propelling instruments or explosives, including any substance, compound, mixture or article having properties of such a character that alone or in combination or contiguity with other substances, mixtures, compounds or articles may propel missiles or may decompose suddenly and generate sufficient heat, sound, gas or pressure or any or all of these to produce rapid flames, combustion or noxious or dangerous odors or sounds such as to annoy any other person or to injure any person or property without appropriate and approved permits or licenses from the county or the state.

(Ord. No. O-10-4-102, § 1, 5-24-10)

Sec. 27-4. Sanitation.

It shall be unlawful for any person within county parks to:

(1) *Pollution of waters.* Throw, discharge, or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream, bay or other body of water in or adjacent to any park or any tributary, stream, storm sewer or drain flowing into such waters any substance, matter or thing, liquid or solid, which will or may result in the pollution of said waters.

(2) *Refuse and trash.* Have brought in or shall dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, or refuse or other trash. No such refuse or trash shall be placed in any waters in or contiguous to any park, or left anywhere on the grounds thereof, but shall be placed in the proper receptacles where these are provided; where receptacles are not so provided, all such rubbish or waste shall be carried away from the park by the persons responsible for its presence, and properly disposed of elsewhere.

(Ord. No. O-10-4-102, § 1, 5-24-10)

Sec. 27-5. Traffic.

It shall be unlawful for any person within the parks to:

(1) *State motor vehicle laws and county traffic ordinances apply.* Fail to comply with all applicable provisions of the state motor vehicle traffic laws and the traffic ordinances of the county in regard to equipment and operation of vehicles together with such regulations as are contained in this chapter and other ordinances.

(2) *Obey personnel; enforcement of traffic regulations.* Fail to obey all traffic officers and park employees, such persons being hereby authorized and instructed to direct traffic whenever and wherever needed in the parks.

(3) *Operation confined to specific areas.* Drive any vehicle on any area except the paved park roads or parking areas, or such other areas as may on occasion be specifically designated as temporary parking areas by the director.

(4) *Parking.*

a. *Designated areas.* Park a vehicle in other than an established or designated parking area, and such use shall be in accordance with the posted directions thereat and with the instructions of any employee who may be present.

b. *Full-parking.* Full-park on the road or driveway at any time.

c. *Night parking.* Leave a vehicle standing or parked at night without lights clearly visible for at least 100 feet from both front and rear and on any driveway or road area except legally established parking areas.

d. *Emergency procedure.* Fail to immediately notify a park employee or by placing a note on disabled vehicle of an emergency in the nature of a breakdown requiring the assistance of a tow truck, mechanic or other person.

e. *Abandonment.* Leave a vehicle within the boundaries of the park after park hours unless such vehicle be disabled and is reported by the driver to a park employee. Any vehicle remaining in said park after closing hours, except as is excepted herein will be towed away and stored at the expense of the owner.

(5) *Bicycles, motorcycles and all terrain vehicles.*

a. *Confined to roads.* Ride a bicycle or motorcycle on other than a paved vehicular road or specifically designated route or trail.

b. *All terrain vehicle.* Ride an all terrain vehicle in the park.

c. *Operation generally.* Ride a bicycle or motorcycle on other than on the right-hand side of the road paving as close as conditions permit, and bicycles and motorcycles shall be kept in single file when two or more are operating as a group. Bicyclists and motorcyclists shall, at all times, operate their machines with reasonable regard to the safety of others, signal all turns and follow the recommended passing procedures when overtaking vehicles. No motorcycles shall be operated in the park unless equipped with a properly functioning muffler adequate to suppress motor noise to a comfortable level of sound.

d. *Rider prohibited.* Ride any other person on a bicycle unless properly equipped for such purpose.

e. *Night operation.* Ride a bicycle or motorcycle on any road within the park between 30 minutes after sunset or 30 minutes before sunrise without an attached headlight plainly visible at least 200 feet in front of, and without a red tail light or red reflector plainly visible from at least 100 feet from the rear of such bicycle or motorcycle.

(Ord. No. O-10-4-102, § 1, 5-24-10)

Sec. 27-6. Recreational activities.

It shall be unlawful for any person within a county park to:

(1) *Swimming, etc.* Swim, bathe or wade in any waters or waterways in or adjacent to such park unless so designated and clearly marked by signs.

(2) *Fishing.* Fishing without complying with the "Tennessee Fishing Regulations" as published by the Tennessee Wildlife Resources Agency and any local rules or guidelines.

(3) *Picnic areas.*

a. *Generally.* Picnic or lunch in a place other than those designated for that purpose. Park employees shall have the authority to regulate the activities in such areas when necessary to prevent congestion and to secure the maximum use for the comfort and convenience of all. Visitors shall comply with any directions given to achieve this end.

b. *Availability.* Violate the regulation that use of the individual fireplaces/grills together with tables and benches follows generally the rule of "first come, first served."

c. *Duty of picnicker.* Leave a picnic area before the fire is completely extinguished and before all trash in the nature of boxes, papers, cans, bottles, garbage and other refuse is placed in the disposal receptacles where provided. If no such trash receptacles are available, then refuse and trash shall be carried away from the park area by the picnicker to be properly disposed of elsewhere.

(4) *Camping.* Except as specifically set out below, to set up tents, shacks or any other temporary shelter for the purpose of overnight camping, nor shall any person leave in a park after closing hours any movable structure or special vehicle to be used or that could be used for such purpose, such as house-trailer, camp-trailer, camp-wagon or the like. Overnight "pup tent" camping by organized groups sponsored by recognized youth development agencies is permissible by special permit of the director. Camping in designated areas with permit as designated by the director is permissible.

(5) *Games.* Take part in or abet the playing of any games involving thrown or otherwise propelled objects such as balls, stones, arrows, javelins or model airplanes except in areas set apart for such forms of recreation. The playing of rough or comparatively dangerous games such as football, baseball and quoits is prohibited except on the fields and courts or areas provided therefore.

(Ord. No. O-10-4-102, § 1, 5-24-10)

Sec. 27-7. Animals in county parks.

(a) *Leash requirement.* All animals must be on a leash not exceeding six feet in length and in the custody of a competent person while on county park property.

(b) *Prohibited animals.* The following animals are not permitted in county parks:

(1) Livestock;

(2) Wild or exotic animals privately owned;

(3) Where a county park sign prohibits all animals privately owned; and

(4) Any animal behaving in a dangerous or potentially dangerous manner or any dog that has been classified as dangerous.

(c) *No animals allowed in designated county parks.* No privately owned animals will be permitted in county parks that have a designated sign posted to that effect. This restriction will be designated in certain parks that have a high volume of participants and inadequate areas for animals.

(d) *Responsibility for animal waste.* The owner or person having custody of an animal must remove from the county park all waste generated by such animal.

(e) *Off-leash dog parks.* Dog owners shall be responsible and liable for the control and behavior dogs while using designated off-leash dog parks.

(Ord. No. O-10-4-102, § 1, 5-24-10)

Sec. 27-8. Skateboarding, skating and bicycling.

(a) No person shall use a skateboard in any park except at such times and upon places as may be designated or maintained therefore. Skateboards shall be permitted on paved greenway trails unless otherwise posted.

(b) Any person operating a skateboard, skates, bicycle or other similar device in a county skatepark shall wear a protective helmet of good fit fastened securely upon their head with all straps of the helmet. Such helmet must be approved by the American National Standards Institute (ANSI), the Snell Memorial Foundation, the American Society for Testing and Materials (ASTM) or otherwise approved by the commissioner of safety.

(c) It shall be unlawful for any parent or legal guardian of a person below the age of 13 to knowingly permit such person to operate a skateboard, skates, bicycle or similar device in a county-owned skatepark without wearing a helmet as described in subsection (b) of this section. Such parents or legal guardians violating this ordinance shall receive a citation to court pursuant to subsection (b) of this section.

(d) Any person violating any requirement set forth in subsections (a), (b) or (c) of this section shall be guilty of a violation and upon conviction sentenced to pay a fine of $25.00 and court costs.

(e) A law enforcement officer or county representative may deny use of a county skatepark to individuals who do not follow the posted rules at the skateparks.

(Ord. No. O-10-4-102, § 1, 5-24-10)

Sec. 27-9. Certain behavior declared unlawful.

It shall be unlawful for any person within the county park to:

(1) *Alms.* Solicit alms or contributions for any purpose, whether public or private, unless as permitted in writing by the director.

(2) *Fires.* Build or attempt to build a fire except in such areas and under such regulations as may be designated by the director. No person shall drop, throw or otherwise scatter lighted matches, burning cigarettes or cigars, tobacco paper or other inflammable material within any park area or on any highway, road or street abutting or contiguous thereto.

(3) *Closed areas.* Enter an area posted as "Closed to the Public," nor shall any person use or abet the use of any area in violation of posted notices.

(4) *Going onto ice.* Go onto the ice on any of the waters except such areas as are designated as skating fields, and provided a safety signal is displayed.

(5) *Exhibit permits.* Fail to produce and exhibit any permit from the director upon request of any authorized person who shall desire to inspect the same for the purpose of enforcing compliance with an ordinance or rule.

(6) *Interference with permittees.* Disturb or interfere unreasonably with any person or party occupying any area or participating in any activity under the authority of a permit.

(7) *Intoxicating beverages.* Possess controlled substances and/or alcoholic beverages, wine, and/or beer at any time, except in places with valid permits such as marinas, restaurants and golf courses.

(Ord. No. O-10-4-102, § 1, 5-24-10; Ord. No. O-20-11-101, § 1, 12-21-20; Ord. No. O-21-7-103, § 2, 8-23-21)

Sec. 27-10. Merchandising, advertising and signs.

No person in a county park shall:

(1) *Vending and peddling.* Expose or offer for sale any article, thing or service nor shall he station or place any stand, cart or vehicle for the transportation, sale of display of any such article or thing. Exception is here made as to any regularly licensed concessionaire acting by and under the authority and regulation of the director, and those conducting activities under a permit where such permit permits the sale of articles or things. The exception under the permit shall only be granted to those activities which are charitable in purpose.

(2) *Advertising.* Announce, advertise or call the public attention in any way to any article or service for sale or hire without written permission from the director.

(3) *Signs.* Paste, glue, tack or otherwise post any sign, placard, advertisement or inscription whatever, nor shall any person erect or cause to be erected any sign whatever on any public lands or highways or roads adjacent to a county park.

(Ord. No. O-10-4-102, § 1, 5-24-10)

Sec. 27-11. Park operating policy.

(a) *Reserved and closed areas.* Any section or part of a county park may be declared closed to the public by the director at any time and for any interval of time, either temporarily or at regular and stated intervals (daily or otherwise) and either entirely or merely to certain uses, as the director shall find reasonably necessary. No

group shall utilize an athletic field that is posted as requiring reservations, without a reservation from the department or authorizing association. All use is prohibited on fields with signs indicating under repair or fields that are locked or otherwise secured. Provided, further, nothing herein shall be constructed as to prohibit informal neighborhood use of fields that are not under repair or secured. Informal use shall consist of no more than ten people and shall not be an organized team.

(b) *Special events.*

(1) *Application.* A person seeking issuance of a permit hereunder shall file an application with the appropriate director.

(2) *Standards for issuance.* The director shall issue a permit hereunder when he finds:

a. That the proposed activity or use of the park will not unreasonably interfere with or detract from the general public enjoyment of the park;

b. That the proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation;

c. That the proposed activity or use is not unreasonably anticipated to incite violence, crime or disorderly conduct;

d. That the proposed activity will not entail unusual, extraordinary or burdensome expense or police operation by the county; and

e. The facilities desired have not been reserved for other use at the day and hour required in the application.

(3) *Effect of permit.* A permittee shall be bound by all park rules and regulations and all applicable ordinances fully as though the same were inserted in said permits.

(4) *Liability of permittee.* The person or persons to whom a permit is issued shall be liable for any loss, damage or injury sustained by any person whatever by reason of the negligence of the person or persons to whom such permit shall have been issued, and shall provide certificate of insurance before the event.

(5) *Revocation.* The director shall have the authority to revoke a permit upon a finding of violation of any rule or ordinance, or upon good cause shown.

(Ord. No. O-10-4-102, § 1, 5-24-10)

Sec. 27-12. Naming of parks.

(a) The following criteria shall be used in determining the appropriateness of the naming designation:

Geographic location, natural, historical or cultural feature.

(1) A person with significant community service, minimum 25 years.

(2) A person with significant community service or distinction.

(3) A donation of approximately 50 percent of the value of the property or facility.

(4) As approved by the county commission in the acquisition of any property.

(b) Nominations will be accepted and considered only when received from community-based organizations which have been in existence a minimum of three years. The nominating organization will be required to provide information about its history. A formal vote of the organization's executive board must be taken. Requests will not be considered when submitted by an individual or a group for self-nomination. The only

exception to this policy is when a significant financial contribution is made and the naming is a condition of the gift.

(c) The department will not consider a naming request if any of the following conditions are present:

(1) Duplicates the name of another park or park feature;

(2) Endorses or advocates religion or a specific religious belief;

(3) Has obscene connotations; or

(4) Demeans, intimidates or maliciously portrays any racial and ethnic group.

(d) No park once named may ever be changed, unless by a two-thirds majority of the county commission.

(e) A request for naming of a park, recreational area or facility shall be submitted in writing, including criteria from subsection (b) above, to the parks and recreation department, recommended by the parks and recreation advisory board and shall be approved in writing by the mayor and district commissioner(s) or one county commissioner from the district and one at-large county commissioner.

(f) The parks and recreation department may offer the opportunity for public input on the proposed naming.

(g) The parks and recreation department can initiate the naming process whenever deemed necessary and/or in the best interest of the county.

(h) This article shall not apply to leased properties. However, all naming on leased properties shall not carry forward after the termination of the lease.

(Ord. No. O-10-4-102, § 1, 5-24-10)

Sec. 27-13. Enforcement.

(a) *Officials.* The director, park employees, and members of the county sheriff's department shall, in connection with their duties imposed by law, diligently enforce the provisions of this chapter.

(b) *Ejectment.* The director, any park employees, and members of the county sheriff's department shall have the authority to eject from the parks any person acting in violation of this chapter, rules, the county sports code of conduct and regulations promulgated hereunder.

(Ord. No. O-10-4-102, § 1, 5-24-10)

Sec. 27-14. Additional rules and regulations.

The director shall have the authority to promulgate such rules and regulations as may be necessary to carry out the provisions of this chapter and to assure an impartial, fair and safe use and enjoyment of county parks by those persons lawfully using the parks. The director shall have the authority to schedule the use of park facilities under this section. Regulations pertaining to specific activities shall be displayed in a prominent and public location at the point of the activity controlled. Rules and regulations pertaining to the parks as a whole shall be publicly and prominently displayed at each entrance to county parks. Rules and regulations adopted in accordance with this section shall have the same force and effect as if copied herein verbatim.

(Ord. No. O-10-4-102, § 1, 5-24-10)

Sec. 27-15. Liability for injuries or damages.

All persons using the parks will do so at their own risk. The county will not be liable for any injuries or damages sustained by persons using said parks.

(Ord. No. O-10-4-102, § 1, 5-24-10)

Sec. 27-16. Use of tobacco and vapor products prohibited.

(a) The use of tobacco products and vapor products are prohibited on the grounds of a public park, public playground, public greenway, or any public property that is accessible to use by youth as long as the public park, public playground, public greenway, or public property is owned or controlled by Knox County. This prohibition does not apply to buildings, sidewalks, or roads.

(b) As used in this section 27-16:

(1) a. *Greenway* means:

i. An open-space area following a natural or man-made linear feature designed to be used for recreation, transportation, and conservation, and to link services and facilities; or

ii. A paved, gravel-covered, woodchip-covered, or wood-covered path that connects one greenway entrance with another greenway entrance;

b. If a greenway traverses a park that is owned or operated by Knox County, or instrumentality thereof, the greenway is considered a portion of that park unless designated otherwise by the County Commission.

(2) *Playground* means an indoor or outdoor facility that is intended for recreation of children;

(3) *Tobacco product* means any product that contains tobacco that is intended for human use; and

(4) *Youth* means persons under 21 years of age.

(Ord. No. O-21-7-103, § 3, 8-23-21)

RLA-17465 **R-25-7-801**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Matt Myers, PROCUREMENT

Department: PROCUREMENT

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Change Order #2 to the agreement with Trane U.S. Inc. in the amount of $385,711.00 for additional work on Trane Energy Services Project Phase 3B. *(Procurement)*

Attachments

Resolution

Change Order #2

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING CHANGE ORDER #2 TO THE AGREEMENT WITH TRANE U.S. INC. IN THE AMOUNT OF $385,711.00 FOR ADDITIONAL WORK ON TRANE ENERGY SERVICES PROJECT PHASE 3B.

RESOLUTION: **R-25-7-801**

REQUESTED BY: **PROCUREMENT**

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-23-7-804, the Knox County Commission approved an agreement with Trane U.S. Inc. ("Trane"), designated as Knox County Contract No. 23-414, for Phase 3B of the Energy Conservation and Infrastructure Improvement Program for Knox County Government facilities (the "Trane Energy Services Project Phase 3B"); and

WHEREAS, the Trane Energy Services Project Phase 3B addresses identified needs and upgrades for the Women's Basketball Hall of Fame, Knox County Libraries, Knox County Parks and Recreation, Knox County Sheriff's Office and the Public Building Authority; and

WHEREAS, by means of Resolution R-24-11-801, the Knox County Commission approved Change Order #1 to Contract No. 23-414 in the amount of $276,484.00 for the furtherance of Trane Energy Services Project Phase 3B to address electrical code and life safety issues identified at six (6) Knox County Parks; and

WHEREAS, Knox County has received Change Order #2 to Contract No. 23-414 in the amount of $385,711.00 for the furtherance of Trane Energy Services Project Phase 3B to expand the ball field lighting design, as further detailed in the attached Change Order # 2.

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

Change Order # 2 to the agreement with Trane U.S. Inc. for additional work on Trane Energy Services Project Phase 3B 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, that Change Order # 2 to the agreement with Trane U.S. Inc. for additional work on Trane Energy Services Project Phase 3B 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

May 7, 2025

Matt Myers, Director of Procurement
Knox County Government
1000 North Central Street, Suite 100
Knoxville, TN 37917

Subject: **Request for Change Order (No 2) for Knox County Contract 23-414, Trane Project J1-65182-4338-1**

Dear Matt,

This request for a change order is to address the request to expand the ball field lighting design to accommodate playing cricket at Forks of the River park. A new lighting design has been completed and is included with this change order request.

In the following pages, you will find an accounting of scope and cost for the required work and assuming timely approval, the additional work will not impact scheduling.

Once again, thank you for the trust you place in Trane and your continued support. If you have any questions or would like additional information please do not hesitate to contact us (Owen's cell phone 865-755-5869, Nancy's cell phone 865-603-5381) or e-mail oanevader@trane.com or nmcbee@trane.com.

Sincerely,

Owen Nevader
Comprehensive Solutions Leader

Nancy McBee
Business Development Manager

Trane U.S. Inc.

C: Joseph Mack, Sr. Director of Parks & Recreation

Table of Contents

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KCGov Phase 3B Change Order No. 2, Exhibit B - Scope of Work 5
Phase 3B Change Order No. 2, Exhibit B, Attachment, Lighting Design 6

Request for Change Order #2

Knox County Government and Trane
Knox County Contract 23-414
Trane Project No. J1-65182-4338-1

This Change Order No. 2 is made and entered into as of the _____ day of July, 2025, to amend that certain Agreement (hereinafter the "Agreement"), dated as of July 27, 2023, by and between Trane U.S. Inc., (hereinafter "Trane") and Knox County Government (hereinafter "Customer").

1. Under **Article 1** of the Agreement, the following exhibits and sub-exhibits are modified as follows. The **modified exhibits** are attached hereto, or deleted as noted below, and are incorporated herein by this reference for this Change Order No. 2, only:

Exhibit A:	Schedule of Values
Exhibit B:	General Scope of Services

2. Under **Article 2** of the Agreement, the **Contract Price** increases by the amount associated with the scope for this **Change Order No 2 = $385,711**

   a. Original Contract Value = $27,614,289
   b. Revised total Contract Value via Change Order No. 1 = $27,890,773
   c. Revised total Contract Value via Change Order No. 2 = $28,276,484

3. Except as expressly provided herein, all other provisions of the Agreement remain the same.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Change Order No. 02, effective as of the date first above written.

Trane U.S. Inc.

By:_____

Date:_____

Its:_____

Knox County Government

By:_____

Date:_____

Glenn Jacobs, County Mayor

Knox County Law Director's Office
Approved as to Legal Form

Name: _____

Date: _____

EXHIBIT A
Change Order No. 2 - Schedule of Values Knox County Phase 3B

Consistent with Article 4 of the Turnkey Proposal (Agreement), Customer will make payments to Trane based on progress percentage earned on monthly basis. The value of each activity is as listed below.

PARKS AND REC Change Order No 2	**$**	**385,711**
Forks of the River Park Cricket Lighting	**$**	**385,711**

Total Change Order No. 1	**$ 276,484**
Base Agreement Contract Value (August 15, 2023)	**$ 27,614,289**
Updated Total via Change Order No. 1	**$ 27,890,773**
Total Change Order No. 2	**$ 385,711**
Updated Total via this Change Order No. 2	**$ 28,276,484**

EXHIBIT B
Change Order No 2 - Scope of Work Knox County Phase 3B

PARKS AND REC CENTERS

Forks of the River Park

Lighting

Cricket Field

This change order request reflects the change in labor and materials required to install lighting to accommodate Cricket at Forks of the River park in Knox County, TN. Trane will furnish and install new LED fixtures, poles and mounts per the revised layout design attached with this proposal. Revised material counts are reflected in the table below.

ACTIVITY	DESCRIPTION	QTY
EPH-LS-16-1200L-BLK-57-70-2S-C04-XV-AM-LY-A00-HEG-BP-ST	LumaSport 16 Type 2 277v-480v Sports Lighter	15
EPH-LS-16-1200L-BLK-57-70-3S-C04-XV-AM-LY-A00-HEG-BP-ST	LumaSport 16 Type 3 277V-480V	34
EPH-LS-16-1200L-BLK-57-70-4S-C04-XV-AM-LY-A00-HEG-BP-ST	LumaSport 16 Type 4 277V-480V Sports Lighter	41
EPH-LS-16-1200L-BLK-57-70-5S-C04-XV-AM-LY-A00-HEG-BP-ST	LumaSport 16 Type 5 277v-480v Sports Lighter	59
AirMesh Hub Synapse	CBSSW-450-002E-DB	1
EPHESUS REMOTE STARTUP OF 75 DEVICES WITH 1 YEAR CELL SERVICES		1
EPH-LTGSTR-P-MSM / CONCRETE EMBEDDED POLES	70' Steel Pole direct embedded	16
EPHESUS REMOTE STARTUP OF 75 DEVICES WITH 1 YEAR CELL SERVICES		1

PHOTOMETRIC DRAWINGS FOR:

Forks of the River
Knoxville, NY

Project #: 2300362
1/22/2024
2300362r4-Forks of the River.AGI

Prepared By:

EPHESUS SPORTS LIGHTING
125 E JEFFERSON ST
SYRACUSE, NY 13202
315-579-2873

ephesus
125 EAST JEFFERSON STREET
SYRACUSE, NEW YORK 13202
PHONE: 315-579-2873
WWW.EPHESUSLIGHTING.COM

LIGHTING DESIGN FOR::
Forks Of The River
Knoxville, TN

MH:	80'
Reflectances:	None
LLF:	0.92
Calc Grid:	15' x 15'
Notes:	

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DRAWN: M Thorna
CHECKED: -
REVISION: 4
PROJECT: 2300362



Scale: 1 inch= 70 Ft.

Calculation Summary												
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	CV	UG	PtSpcLr	PtSpcTb	Meter Type
Full Site	Illuminance	Fc	21.69	57.7	0.4	54.23	144.25	0.62	2.84	15	15	Horizontal
ObtrusiveLight_1_Cd_Seg1	Obtrusive - Cd	N.A.	140384	158319	105514	1.33	1.50	N.A.	N.A.	20	20	Vert-PerpCW
ObtrusiveLight_1_Ill_Seg1	Obtrusive - Ill	Fc	3.62	4.1	2.3	1.57	1.78	N.A.	N.A.	20	20	Vert-PerpCW
East Area	Illuminance	Fc	31.16	57.4	19.9	1.57	2.88	0.25				
North Area	Illuminance	Fc	31.75	43.2	18.7	1.70	2.31	0.16				
South Area	Illuminance	Fc	31.80	51.6	19.6	1.62	2.63	N.A.				
West Area	Illuminance	Fc	30.30	57.7	19.8	1.53	2.91	N.A.				

ephesus
125 EAST JEFFERSON STREET
SYRACUSE, NEW YORK 13202
PHONE: 315-579-2873
WWW.EPHESUSLIGHTING.COM

LIGHTING DESIGN FOR:
Forks Of The River
Knoxville, TN

Horizontal Illuminance Summary

MH:	80'
Reflectances:	None
LLF:	0.92
Calc Grid:	15' x 15'
Notes:	

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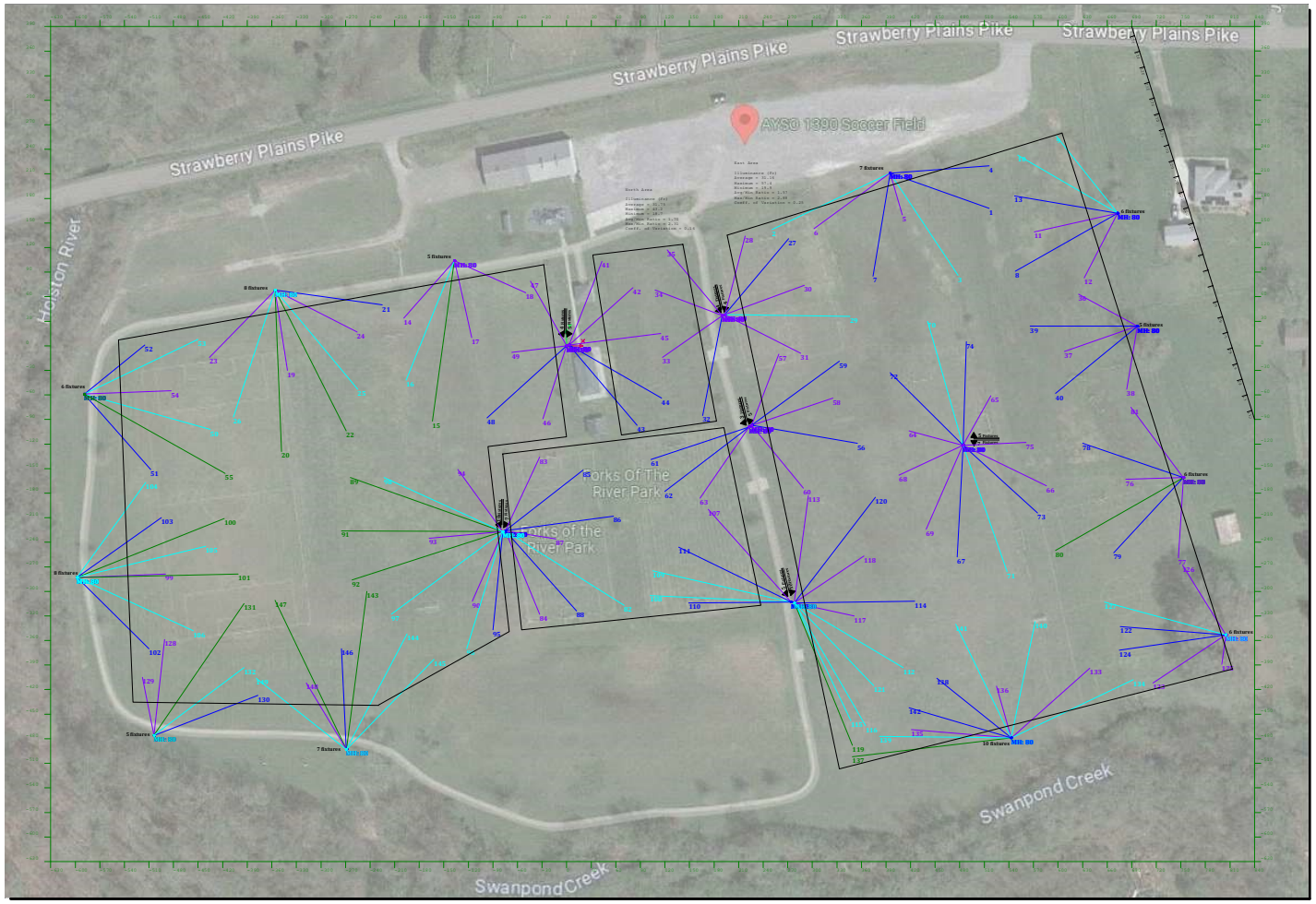
DRAWN: M Thorna
CHECKED: -
REVISION: 4
PROJECT: 2300362



Scale: 1 inch= 70 Ft.

Luminaire Schedule

Symbol	Qty	Label	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	15	EPH-LS16-1200L-57-70-2S-S	EPH-LS16-1200L-57-70-2S-S	0.920	187804	1222.5	18337.5
	34	EPH-LS16-1200L-57-70-3S-S	EPH-LS16-1200L-57-70-3S-S	0.920	195644	1214.1	41279.399
	41	EPH-LS16-1200L-57-70-4S-S	EPH-LS16-1200L-57-70-4S-S	0.920	194027	1214.1	49778.099
	59	EPH-LS16-1200L-57-70-5S-S	EPH-LS16-1200L-57-70-5S-S	0.920	191841	1214.1	71631.899

ephesus
125 EAST JEFFERSON STREET
SYRACUSE, NEW YORK 13202
PHONE: 315-579-2873
WWW.EPHESUSLIGHTING.COM

LIGHTING DESIGN FOR:
Forks Of The River
Knoxville, TN

Luminaire Aiming Summary

MH:	80'
Reflectances:	None
LLF:	0.92
Calc Grid:	15' x 15'
Notes:	

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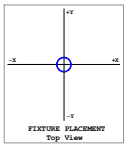
DRAWN
M Thorna

CHECKED
-

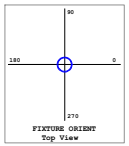
REVISION
4

PROJECT
2300362

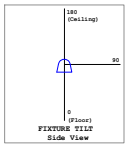
Luminaire Schedule							
Symbol	Qty	Label	Description	LLF	Lum. Lumens	Lum. Watts	Total Watts
	15	EPH-LS16-1200L-57-70-2S-S	EPH-LS16-1200L-57-70-2S-S	0.920	187804	1222.5	18337.5
	34	EPH-LS16-1200L-57-70-3S-S	EPH-LS16-1200L-57-70-3S-S	0.920	195644	1214.1	41279.399
	41	EPH-LS16-1200L-57-70-4S-S	EPH-LS16-1200L-57-70-4S-S	0.920	194027	1214.1	49778.099
	59	EPH-LS16-1200L-57-70-5S-S	EPH-LS16-1200L-57-70-5S-S	0.920	191841	1214.1	71631.899



FIXTURE PLACEMENT
Top View



FIXTURE ORIENT
Top View



FIXTURE TILT
Side View


EPHESUS: Lumasport 16

Luminaire Location Summary								
LumNo	Label	X	Y	Z	Orient	Tilt	X-Aimpt	Y-Aimpt
1	EPH-LS16-1200L-57-70-4S-S	395	211	80	340.436	58.078	516	168
2	EPH-LS16-1200L-57-70-3S-S	395	211	80	205.602	63.389	251	142
3	EPH-LS16-1200L-57-70-3S-S	395	211	80	303.584	61.935	478	86
4	EPH-LS16-1200L-57-70-4S-S	395	211	80	4.254	56.602	516	220
5	EPH-LS16-1200L-57-70-5S-S	395	211	80	286.39	53.604	410	160
6	EPH-LS16-1200L-57-70-5S-S	395	211	80	216.174	55.224	302	143
7	EPH-LS16-1200L-57-70-4S-S	395	211	80	260.538	57.942	374	85
8	EPH-LS16-1200L-57-70-4S-S	673	162	80	209.597	60.904	548	91
9	EPH-LS16-1200L-57-70-3S-S	673	162	80	128.585	56.366	598	256
10	EPH-LS16-1200L-57-70-3S-S	673	162	80	149.802	60.458	551	233
11	EPH-LS16-1200L-57-70-5S-S	673	162	80	192.707	52.58	571	139
12	EPH-LS16-1200L-57-70-5S-S	673	162	80	242.571	48.05	632	83
13	EPH-LS16-1200L-57-70-4S-S	673	162	80	170.538	57.942	547	183
14	EPH-LS16-1200L-57-70-5S-S	-137	104	80	228.468	49.452	-199	34
15	EPH-LS16-1200L-57-70-2S-S	-137	104	80	262.157	67.984	-164	-92
16	EPH-LS16-1200L-57-70-3S-S	-137	104	80	247.996	63.068	-196	-42
17	EPH-LS16-1200L-57-70-5S-S	-137	104	80	282.593	50.287	-116	10
18	EPH-LS16-1200L-57-70-5S-S	-137	104	80	335.854	50	-50	65
19	EPH-LS16-1200L-57-70-5S-S	-356	68	80	278.702	51.099	-341	-30
20	EPH-LS16-1200L-57-70-2S-S	-356	68	80	272.325	67.915	-348	-129
21	EPH-LS16-1200L-57-70-4S-S	-356	68	80	352.176	58.826	-225	50
22	EPH-LS16-1200L-57-70-2S-S	-356	68	80	296.831	67.459	-269	-104
23	EPH-LS16-1200L-57-70-5S-S	-356	68	80	225.707	55.072	-436	-14
24	EPH-LS16-1200L-57-70-5S-S	-356	68	80	332.978	54.524	-256	17
25	EPH-LS16-1200L-57-70-3S-S	-356	68	80	309.852	63.089	-255	-53
26	EPH-LS16-1200L-57-70-3S-S	-356	68	80	251.787	63.883	-407	-87
27	EPH-LS16-1200L-57-70-4S-S	193	38	80	50.013	56.612	271	131
28	EPH-LS16-1200L-57-70-5S-S	193	38	80	75.403	51.116	218	134
29	EPH-LS16-1200L-57-70-3S-S	193	38	80	359.251	62.398	346	36
30	EPH-LS16-1200L-57-70-5S-S	193	38	80	20.362	52.288	290	74
31	EPH-LS16-1200L-57-70-5S-S	193	38	80	333.189	52.485	286	-9
32	EPH-LS16-1200L-57-70-4S-S	190	37	80	258.871	57.243	166	-85
33	EPH-LS16-1200L-57-70-5S-S	190	37	80	214.939	48.065	117	-14
34	EPH-LS16-1200L-57-70-5S-S	190	37	80	159.291	47.617	108	68
35	EPH-LS16-1200L-57-70-5S-S	190	37	80	129.946	52.524	123	117
36	EPH-LS16-1200L-57-70-5S-S	697	24	80	151.557	45.667	625	63
37	EPH-LS16-1200L-57-70-5S-S	697	24	80	199.204	49.674	608	-7
38	EPH-LS16-1200L-57-70-5S-S	697	24	80	260.417	44.308	684	-53
39	EPH-LS16-1200L-57-70-4S-S	697	24	80	180	58.588	566	24
40	EPH-LS16-1200L-57-70-4S-S	697	24	80	219.352	58.258	597	-58
41	EPH-LS16-1200L-57-70-5S-S	3	1	80	68.587	53.864	43	103
42	EPH-LS16-1200L-57-70-5S-S	3	1	80	41.906	52.645	81	71
43	EPH-LS16-1200L-57-70-4S-S	3	1	80	310.263	58.08	86	-97
44	EPH-LS16-1200L-57-70-4S-S	3	1	80	330.092	58.463	116	-64
45	EPH-LS16-1200L-57-70-5S-S	3	1	80	7.125	54.672	115	15
46	EPH-LS16-1200L-57-70-5S-S	0	0	80	251.952	49.481	-29	-89
47	EPH-LS16-1200L-57-70-5S-S	0	0	80	119.116	48.501	-44	79
48	EPH-LS16-1200L-57-70-4S-S	0	0	80	222.215	58.582	-97	-88
49	EPH-LS16-1200L-57-70-5S-S	0	0	80	186.809	50.146	-67	-8
50	EPH-LS16-1200L-57-70-3S-S	-589	-59	80	344.399	63.419	-435	-102
51	EPH-LS16-1200L-57-70-4S-S	-589	-59	80	311.362	56.869	-508	-151
52	EPH-LS16-1200L-57-70-4S-S	-589	-59	80	39.036	49.979	-515	1
53	EPH-LS16-1200L-57-70-3S-S	-589	-59	80	25.735	62.595	-450	8
54	EPH-LS16-1200L-57-70-5S-S	-589	-59	80	2.161	52.977	-483	-55
55	EPH-LS16-1200L-57-70-2S-S	-589	-59	80	330.579	67.946	-417	-156
56	EPH-LS16-1200L-57-70-4S-S	226	-97	80	350.322	58.561	355	-119
57	EPH-LS16-1200L-57-70-5S-S	226	-97	80	69.228	49.312	259	-10
58	EPH-LS16-1200L-57-70-5S-S	226	-97	80	18.435	52.526	325	-64
59	EPH-LS16-1200L-57-70-4S-S	226	-97	80	36.091	58.861	333	-19
60	EPH-LS16-1200L-57-70-5S-S	226	-97	80	309.289	51.197	289	-174
61	EPH-LS16-1200L-57-70-4S-S	223	-99	80	198.435	57.688	103	-139
62	EPH-LS16-1200L-57-70-4S-S	223	-99	80	217.488	58.355	120	-178
63	EPH-LS16-1200L-57-70-5S-S	223	-99	80	235.408	52.875	163	-186
64	EPH-LS16-1200L-57-70-5S-S	484	-122	80	165.159	40.5	418	-104
65	EPH-LS16-1200L-57-70-5S-S	484	-122	80	60.698	40.932	518	-61
66	EPH-LS16-1200L-57-70-5S-S	484	-122	80	334.103	54.783	586	-171
67	EPH-LS16-1200L-57-70-4S-S	484	-122	80	267.045	59.659	477	-258
68	EPH-LS16-1200L-57-70-5S-S	484	-122	80	205.064	47.123	406	-158
69	EPH-LS16-1200L-57-70-5S-S	484	-122	80	246.276	54.453	439	-224
70	EPH-LS16-1200L-57-70-3S-S	484	-122	80	105.862	63.072	441	30
71	EPH-LS16-1200L-57-70-3S-S	484	-122	80	289.25	63.948	538	-276
72	EPH-LS16-1200L-57-70-4S-S	484	-122	80	135.176	57.494	395	-33
73	EPH-LS16-1200L-57-70-4S-S	484	-122	80	317.791	56.916	575	-204
74	EPH-LS16-1200L-57-70-4S-S	484	-122	80	88.21	57.703	488	5
75	EPH-LS16-1200L-57-70-5S-S	484	-122	80	2.605	43.918	561	-118
76	EPH-LS16-1200L-57-70-5S-S	753	-161	80	181.637	41.198	683	-163
77	EPH-LS16-1200L-57-70-5S-S	753	-161	80	266.496	50.827	747	-259
78	EPH-LS16-1200L-57-70-4S-S	753	-161	80	161.147	58.387	630	-119
79	EPH-LS16-1200L-57-70-4S-S	753	-161	80	227.265	57.434	668	-253
80	EPH-LS16-1200L-57-70-2S-S	753	-161	80	209.705	65.99	597	-250
81	EPH-LS16-1200L-57-70-5S-S	753	-161	80	126.656	53.267	689	-75
82	EPH-LS16-1200L-57-70-3S-S	-75	-226	80	327.888	64.953	70	-317
83	EPH-LS16-1200L-57-70-5S-S	-75	-226	80	64.983	51.149	-33	-136
84	EPH-LS16-1200L-57-70-5S-S	-75	-226	80	292.38	54.049	-33	-328
85	EPH-LS16-1200L-57-70-4S-S	-75	-226	80	37.917	56.402	20	-152
Total Quantity: 149 (85 shown, 1 through 85)								

Luminaire Location Summary								
LumNo	Label	X	Y	Z	Orient	Tilt	X-Aimpt	Y-Aimpt
86	EPH-LS16-1200L-57-70-4S-S	-75	-226	80	7.765	59.015	57	-208
87	EPH-LS16-1200L-57-70-5S-S	-75	-226	80	350.838	38.132	-13	-236
88	EPH-LS16-1200L-57-70-4S-S	-75	-226	80	311.597	58.597	12	-324
89	EPH-LS16-1200L-57-70-2S-S	-78	-227	80	160.463	67.935	-264	-161
90	EPH-LS16-1200L-57-70-5S-S	-78	-227	80	246.477	49.207	-115	-312
91	EPH-LS16-1200L-57-70-2S-S	-78	-227	80	179.709	67.899	-275	-226
92	EPH-LS16-1200L-57-70-2S-S	-78	-227	80	197.779	67.51	-262	-286
93	EPH-LS16-1200L-57-70-5S-S	-78	-227	80	185.08	48.478	-168	-235
94	EPH-LS16-1200L-57-70-5S-S	-78	-227	80	125.893	49.544	-133	-151
95	EPH-LS16-1200L-57-70-4S-S	-78	-227	80	264.289	56.441	-90	-347
96	EPH-LS16-1200L-57-70-3S-S	-78	-227	80	252.897	61.867	-122	-370
97	EPH-LS16-1200L-57-70-3S-S	-78	-227	80	216.599	64.721	-214	-328
98	EPH-LS16-1200L-57-70-3S-S	-78	-227	80	155.526	63.336	-223	-161
99	EPH-LS16-1200L-57-70-5S-S	-598	-283	80	2.121	53.49	-490	-279
100	EPH-LS16-1200L-57-70-2S-S	-598	-283	80	21.801	67.576	-418	-211
101	EPH-LS16-1200L-57-70-2S-S	-598	-283	80	1.163	67.902	-401	-279
102	EPH-LS16-1200L-57-70-4S-S	-598	-283	80	315.327	57.118	-510	-370
103	EPH-LS16-1200L-57-70-4S-S	-598	-283	80	35.327	57.638	-495	-210
104	EPH-LS16-1200L-57-70-3S-S	-598	-283	80	54.09	60.813	-514	-167
105	EPH-LS16-1200L-57-70-3S-S	-598	-283	80	13.606	63.653	-441	-245
106	EPH-LS16-1200L-57-70-3S-S	-598	-283	80	335.404	62.876	-456	-348
107	EPH-LS16-1200L-57-70-5S-S	274	-313	80	131.791	62.173	173	-200
108	EPH-LS16-1200L-57-70-3S-S	274	-313	80	177.337	65.08	102	-305
109	EPH-LS16-1200L-57-70-3S-S	274	-313	80	167.328	65.211	105	-275
110	EPH-LS16-1200L-57-70-4S-S	274	-313	80	180.458	57.382	149	-314
111	EPH-LS16-1200L-57-70-4S-S	274	-313	80	153.939	62.32	137	-246
112	EPH-LS16-1200L-57-70-3S-S	278	-314	80	329.29	62.654	411	-393
113	EPH-LS16-1200L-57-70-5S-S	278	-314	80	82.606	58.801	295	-183
114	EPH-LS16-1200L-57-70-4S-S	278	-314	80	0.779	61.446	425	-312
115	EPH-LS16-1200L-57-70-3S-S	278	-314	80	295.602	63.389	347	-458
116	EPH-LS16-1200L-57-70-3S-S	278	-314	80	300.114	65.234	365	-464
117	EPH-LS16-1200L-57-70-5S-S	278	-314	80	347.638	43.05	351	-330
118	EPH-LS16-1200L-57-70-5S-S	278	-314	80	33.845	51.986	363	-257
119	EPH-LS16-1200L-57-70-2S-S	278	-314	80	292.198	66.941	349	-488
120	EPH-LS16-1200L-57-70-4S-S	278	-314	80	52.496	63.804	377	-185
121	EPH-LS16-1200L-57-70-3S-S	278	-314	80	313.843	60.261	375	-415
122	EPH-LS16-1200L-57-70-4S-S	805	-353	80	175.567	58.271	676	-343
123	EPH-LS16-1200L-57-70-5S-S	805	-353	80	213.541	53.159	716	-412
124	EPH-LS16-1200L-57-70-4S-S	805	-353	80	188.315	58.662	675	-372
125	EPH-LS16-1200L-57-70-5S-S	805	-353	80	262.093	24.433	800	-389
126	EPH-LS16-1200L-57-70-5S-S	805	-353	80	121.945	51.388	752	-268
127	EPH-LS16-1200L-57-70-3S-S	805	-353	80	164.876	62.444	657	-313
128	EPH-LS16-1200L-57-70-5S-S	-504	-476	80	83.66	55.801	-491	-359
129	EPH-LS16-1200L-57-70-5S-S	-504	-476	80	101.155	42.132	-518	-405
130	EPH-LS16-1200L-57-70-4S-S	-504	-476	80	21.098	59.557	-377	-427
131	EPH-LS16-1200L-57-70-2S-S	-504	-476	80	55.658	67.693	-394	-315
132	EPH-LS16-1200L-57-70-3S-S	-504	-476	80	37.036	59.863	-394	-393
133	EPH-LS16-1200L-57-70-5S-S	543	-479	80	41.522	58.039	639	-394
134	EPH-LS16-1200L-57-70-3S-S	543	-479	80	25.478	64.141	692	-408
135	EPH-LS16-1200L-57-70-5S-S	543	-479	80	175.314	56.834	421	-469
136	EPH-LS16-1200L-57-70-5S-S	543	-479	80	105.945	39.318	525	-416
137	EPH-LS16-1200L-57-70-2S-S	543	-479	80	186.761	67.731	349	-502
138	EPH-LS16-1200L-57-70-4S-S	543	-479	80	141.263	55.56	452	-406
139	EPH-LS16-1200L-57-70-3S-S	543	-479	80	179.288	63.579	382	-477
140	EPH-LS16-1200L-57-70-3S-S	543	-479	80	78.457	61.102	572	-337
141	EPH-LS16-1200L-57-70-3S-S	543	-479	80	116.068	62.661	475	-340
142	EPH-LS16-1200L-57-70-4S-S	543	-479	80	163.511	58.463	418	-442
143	EPH-LS16-1200L-57-70-2S-S	-269	-493	80	82.619	67.654	-244	-300
144	EPH-LS16-1200L-57-70-3S-S	-269	-493	80	62.309	63.326	-195	-352
145	EPH-LS16-1200L-57-70-3S-S	-269	-493	80	45.792	62.466	-162	-383
146	EPH-LS16-1200L-57-70-4S-S	-269	-493	80	92.793	56.991	-275	-370
147	EPH-LS16-1200L-57-70-2S-S	-269	-493	80	115.549	68.368	-356	-311
148	EPH-LS16-1200L-57-70-5S-S	-269	-493	80	121.171	49.8	-318	-412
149	EPH-LS16-1200L-57-70-3S-S	-269	-493	80	141.659	60.298	-379	-406
Total Quantity: 149 (64 shown, 86 through 149)								

ephesus
125 EAST JEFFERSON STREET
SYRACUSE, NEW YORK 13202
PHONE: 315-579-2873
WWW.EPHESUSLIGHTING.COM

LIGHTING DESIGN FOR:
Forks Of The River
Knoxville, TN

Luminaire Location Summary

MH: 80'
Reflectances: None
LLF: 0.92
Calc Grid: 15' x 15'
Notes:

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DRAWN
M Thorna

CHECKED
-

REVISION
4

PROJECT
2300362

RLA-17482 **R-25-7-802**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Ben Sharbel, PROCUREMENT

Department: PROCUREMENT

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Amendment to the Contract with Lasting Impressions Lawn Care for the addition to the contract of the new Schaad Road medians at a cost of $875.00 per cut during mowing season.
(Procurement)

Attachments

Resolution

Contract Amendment

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN AMENDMENT TO THE CONTRACT WITH LASTING IMPRESSIONS LAWN CARE FOR THE ADDITION TO THE CONTRACT OF THE NEW SCHAAD ROAD MEDIANS AT A COST OF $875.00 PER CUT DURING MOWING SEASON.

RESOLUTION: **R-25-7-802**

REQUESTED BY: **PROCUREMENT**

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-24-4-802, the Knox County Commission approved a contract with Lasting Impressions Lawn Care, designated as Knox County Contract No. 24-197, for the provision of mowing and general grounds maintenance (the "Contract"); and

WHEREAS, Knox County and Lasting Impressions Lawn Care desire to enter into an amendment to the Contract in order to add the new Schaad Road medians at a cost of $875.00 per cut during mowing season, as further detailed in the attached amendment to the Contract.

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

The Amendment to Contract No. 24-197 with Lasting Impressions Lawn Care for the addition of the new Schaad Road medians 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 Contract No. 24-197 with Lasting Impressions Lawn Care for the addition of the new Schaad Road medians 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 Contract No. 24-197

Knox County Government

And

Lasting Impressions Lawn Care

This Amendment to Agreement is made and entered into by and between Knox County Government ("Knox County"), and Lasting Impressions Lawn Care ("Contractor").

WITNESSETH:

WHEREAS, Knox County and Contractor have previously entered into a certain Agreement dated April 26, 2024, for Mowing and General Grounds Maintenance (Bid #3528), (hereinafter referred to as the "Agreement"):

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Knox County and Contractor agree to amend their Agreement as follows:

1. Addition of new Schaad Road medians to be mowed and trimmed two (2) times per month during mowing season unless directed otherwise by Knox County Engineering and Public Works for $875 per cut.

Except as hereby modified, all other terms and conditions of the original Agreement between Knox County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Contract No. 24-197 to be executed on the day and year indicated below.

Knox County Government	**Lasting Impressions Lawn Care**
By: _____	**By:** _____
Glenn Jacobs	
Knox County Mayor	**Name:** _____
	Title: _____
Contract No. _____	
Approved as to Legal Form:	
_____	_____
Knox County Law Director's Office	**Date**

RLA-17470 **R-25-7-803**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: FINANCE DEPARTMENT

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Extension of Defined Services Contract among Knox County, the City of Knoxville, and Young-Williams Animal Center of East Tennessee to promote the responsible care and welfare of animals to extend the contract to June 30, 2026 and increase the amount the City and County each compensate Young-Williams to $1,101,822.00 per year.
(Finance)

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN EXTENSION OF DEFINED SERVICES CONTRACT AMONG KNOX COUNTY, THE CITY OF KNOXVILLE, AND YOUNG-WILLIAMS ANIMAL CENTER OF EAST TENNESSEE TO PROMOTE THE RESPONSIBLE CARE AND WELFARE OF ANIMALS TO EXTEND THE CONTRACT TO JUNE 30, 2026 AND INCREASE THE AMOUNT THE CITY AND COUNTY EACH COMPENSATE YOUNG-WILLIAMS TO $1,101,822.00 PER YEAR.

RESOLUTION: **R-25-7-803**

REQUESTED BY: **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, by means of Resolution R-22-9-802, Knox County, Tennessee (the "County"), the City of Knoxville, Tennessee (the "City") and Young-Williams Animal Center of East Tennessee ("Young Williams") entered into a Defined Services Contract to promote the responsible care and welfare of animals, including public education, sheltering services, adoption services, and veterinary care including spaying, neutering, and timely or emergency care to prevent suffering; and

WHEREAS, the County, the City and Young-Williams now desire to extend the Defined Services Contract to extend the term for the period commencing on July 1, 2025 and terminating on June 30, 2026; and

WHEREAS, the proposed Extension of Defined Services Contract also increases the annual amount that the County and the City each compensate Young-Williams from $1,075,000.00 to $1,101,822.00.

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

The Extension of Defined Services Contract among Knox County, the City of Knoxville, and Young-Williams Animal Center of East Tennessee to promote the responsible care and welfare of animals 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 Extension of Defined Services Contract among Knox County, the City of Knoxville, and Young-Williams Animal Center of East Tennessee to promote the responsible care and welfare of animals 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

EXTENSION OF DEFINED SERVICES CONTRACT

THIS EXTENSION OF DEFINED SERVICES CONTRACT is made and entered into by and among KNOX COUNTY, TENNESSEE, THE CITY OF KNOXVILLE, TENNESSEE, and YOUNG-WILLIAMS ANIMAL CENTER OF EAST TENNESSEE, 3201 Division Street, Knoxville, TN 37919, (hereinafter altogether "the parties").

WITNESSETH:

WHEREAS, the parties have previously entered into a certain Defined Services Contract designated as County Contract No. 22-453 and City Contract No. C-22-0506 (hereinafter referred to as the "Contract"); and

WHEREAS, ARTICLE III of the Contract, titled "TERM", provides the procedure by which the parties can extend the Contract for a period of one (1) year at a time; and

WHEREAS, the parties desire to extend the Contract for the term commencing on July 1, 2025 and terminating on June 30, 2026; and

WHEREAS, ARTICLE IV of the Contract, titled "Payment Terms and Conditions", states that the County and the City will each compensate the Agency $1,075,000.00 for the term of the Contract; and

WHEREAS, the parties desire to increase the aforesaid amount to $1,101,822.00.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1) The term of the Contract is extended for the period commencing on July 1, 2025 and terminating on June 30, 2026.

2) The County and the City will each compensate the Agency $1,101,822.00 for the term of the Contract.

3) Except as hereby modified, all terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Extension of Defined Services Contract as of the latest date written below.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS, KNOX COUNTY MAYOR

APPROVED AS TO LEGAL FORM

BY: _____ DATE: 7-1-25
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT # 25-390

CITY OF KNOXVILLE, TENNESSEE

BY: _____ DATE: _____
INDYA KINCANNON, CITY OF KNOXVILLE MAYOR

APPROVED AS TO FORM

BY: _____ DATE: _____
CHARLES W. SWANSON
CITY LAW DIRECTOR

FUNDS CERTIFIED:

BY: _____
BOYCE EVANS
FINANCE DIRECTOR

YOUNG-WILLIAMS ANIMAL CENTER OF EAST TENNESSEE

BY: _____ DATE: _____
JANET TESTERMAN
CEO YOUNG-WILLIAMS

RLA-17471 **R-25-7-804**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: FINANCE DEPARTMENT

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Personal Property Sales Agreement among Knox County, the Knox County Sheriff's Office, and Young-Williams Animal Center of East Tennessee for the sale of surplus vehicles and equipment to Young-Williams.
(Finance)

Attachments

Resolution

Property Sales Agreement

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A PERSONAL PROPERTY SALES AGREEMENT AMONG KNOX COUNTY, THE KNOX COUNTY SHERIFF'S OFFICE, AND YOUNG-WILLIAMS ANIMAL CENTER OF EAST TENNESSEE FOR THE SALE OF SURPLUS VEHICLES AND EQUIPMENT TO YOUNG-WILLIAMS.

RESOLUTION: **R-25-7-804**

REQUESTED BY: **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, Knox County (the "County") and Young-Williams Animal Center of East Tennessee ("Young-Williams") previously entered into Personal Property Lease Agreement dated May 17, 2024 whereby the County leased to Young-Williams various surplus vehicles and equipment useful for the collection of stray and dangerous animals for Young-Williams to perform its obligations to the County and the City of Knoxville according to a Defined Services Contract assigning to Young-Williams certain Animal Control functions; and

WHEREAS, the County, the Knox County Sheriff's Office ("KCSO"), and Young-Williams now desire to enter into an agreement by which the County and KCSO will sell to Young-Williams for One Dollar ($1.00) the surplus vehicles and equipment previously leased to Young-Williams; and

WHEREAS, the proposed Personal Property Sales Agreement formalizes the agreement among the County, KCSO and Young-Williams with respect to the sale of the surplus vehicles and equipment to Young-Williams.

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

The Personal Property Sales Agreement among Knox County, the Knox County Sheriff's Office and Young-Williams Animal Center of East Tennessee for the sale of surplus vehicles and equipment to Young-Williams 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 Personal Property Sales Agreement among Knox County, the Knox County Sheriff's Office and Young-Williams Animal Center of East Tennessee for the sale of surplus vehicles and equipment to Young-Williams 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

PERSONAL PROPERTY SALES AGREEMENT

THIS AGREEMENT is made by and among **KNOX COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee, ("**COUNTY**") , the **KNOX COUNTY SHERIFF'S OFFICE** (a/k/a the **KNOX COUNTY SHERIFF'S DEPARTMENT**) ("**KCSO**"), and the **YOUNG-WILLIAMS ANIMAL CENTER OF EAST TENNESSEE, 3201 Division Street, Knoxville, TN, 37919,** a non-profit public benefit corporation organized and existing under the laws of the State of Tennessee, ("**YOUNG-WILLIAMS** ").

WITNESSETH:

WHEREAS, the County and the KCSO own various surplus vehicles and equipment useful for the collection of stray and dangerous animals.

WHEREAS, pursuant to the Personal Property Lease Agreement dated May 17, 2024, the County leased such surplus vehicles and equipment to Young-Williams so that it may perform its obligations to the County and the City of Knoxville ("City") according to the terms of the Defined Services Contract dated April 12, 2024.

WHEREAS, the County, the KCSO, and Young-Williams desire to enter into an agreement by which the County and the KCSO will sell to Young-Williams the surplus vehicles and equipment leased to Young-Williams by the aforementioned Personal Property Lease Agreement.

WHEREAS, the County and Young-Williams agree to waive the provisions of Article 5 of the Personal Property Lease Agreement.

WHEREAS, the Personal Property Lease Agreement will terminate upon the execution of this Personal Property Sales Agreement.

NOW, THEREFORE, the County, the KCSO, and Young-Williams, for the mutual considerations stated herein, agree as follows:

ARTICLE 1.
BASIC AGREEMENTS

1.1 *SALE OF PROPERTY*. For and in consideration of the sum of One Dollar ($1.00) paid, the receipt and sufficiency of which are hereby acknowledged, the County and the KCSO hereby bargain, sell, assign, transfer and convey unto Young-Williams AS IS the surplus vehicles, including all their improvements and attachments, and other equipment identified in attached Appendix A subject to the terms and conditions provided in this Agreement. Specific vehicle identification information is listed in Appendix B. Together, these constitute "surplus equipment."

TO HAVE AND TO HOLD said surplus equipment unto Young-Williams, its successors and assigns, forever.

The County and the KCSO, for themselves and their representatives, do hereby covenant with Young-Williams, its successors and assigns, that the County and the KCSO are the true and lawful owners of said surplus equipment hereby transferred and have the full power to sell and convey the same.

ARTICLE 2.
HOLD HARMLESS AND INDEMNIFICATION

Young-Williams shall defend, indemnify and hold harmless the County, the KCSO, and their officers, employees and agents (hereinafter collectively the "County") from any and all liabilities which may accrue against the County or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Young-Williams in performance of this Agreement.

Young-Williams shall save, indemnify and hold the County harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the County alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the County; and Young-Williams shall assume and take over the defense of the County in any such claim, demand, suit, or cause of action upon written notice and demand for same by the County. Young-Williams will have the right to defend the County with counsel of its choice that is satisfactory to the County, and the County will provide reasonable cooperation in the defense as Young-Williams may request. Young-Williams will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the County, such consent not to be unreasonably withheld or delayed. The County shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Young-Williams shall save, indemnify and hold County harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against County alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

ARTICLE 3.
BUYBACK PROVISIONS

Should Young-Williams stop performing animal control functions, the KCSO shall have the right of first refusal to buy back any of the surplus equipment that is not, in the KCSO's sole discretion, defunct. The KCSO shall have 90 days from the date that Young-Williams stops performing animal control functions to give notice to Young-Williams of its decision to buy back any of the surplus equipment. If the KCSO does not notify Young-Williams of its intent to exercise its right to buy back the surplus equipment within said 90 days, that right shall be waived. It is understood and agreed that the KCSO will pay a total of One Dollar ($1.00) for any and all surplus equipment it buys back.

ARTICLE 4.
NOTICES

Any notice required or permitted under this Lease will be directed to the following representatives or such other address as either party may designate by written notice to the other:

Knox County:
Glenn Jacobs
Mayor of Knox County
400 Main Street, Suite 615
Knoxville, TN 37902
865-215-2005

Young-Williams:
Khann Chov, Executive Director
Knoxville, TN, 37919
jtesterman@young-williams.org
865-215-6599

cc: Tom Spangler
Knox County Sheriff's Office
400 Main Street, Suite L165
Knoxville, TN 37902
865-215-2444

Notices shall be in writing and shall be effective when actually delivered in person, received via facsimile transmission, or private carrier with signature confirmation, or when received in the U.S. mail, certified with return receipt requested, postage pre-paid and addressed to the party as stated above.

ARTICLE 5.
MISCELLANEOUS PROVISIONS

4.1 *REQUIRED APPROVALS*. None of the parties is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.

4.2 *ARTICLE CAPTIONS*. The captions appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.

4.3 *GOVERNING LAW AND VENUE*. This Agreement shall be interpreted, construed and governed according to the laws of the State of Tennessee. Further, all legal proceedings relating to the subject matter of this Agreement shall be maintained in the Chancery Court and/or the Circuit Court of Knox County, Tennessee, and each party agrees that jurisdiction and venue for any such legal proceedings shall lie exclusively with such courts.

4.4 *ENTIRE AGREEMENT*. This Agreement forms the entire Agreement among the County, the KCSO, and Young-Williams as to the subject hereof. Any prior representations, promises, agreements, oral or otherwise, among the parties, which are not embodied in this writing, will be of no force or effect.

IN WITNESS WHEREOF, the County, the KCSO, and Young-Williams have executed this Agreement in three (3) copies as of the latest date written below.

CONTRACT NO.: 25-443

APPROVED AS TO FORM:

CHARLES F. STERCHI, III
CHIEF DEPUTY LAW DIRECTOR

DATE: 7-1-25

KNOX COUNTY, TENNESSEE

BY: _____
GLENN JACOBS
MAYOR

DATE: _____

KNOX COUNTY SHERIFF'S OFFICE

BY: _____
TOM SPANGLER
SHERIFF

DATE: _____

YOUNG-WILLIAMS ANIMAL CENTER OF EAST TENNESSEE

BY:_____
JANET TESTERMAN,
CEO YOUNG-WILLIAMS ANIMAL CENTER OF EAST TENNESSEE

DATE: _____

Appendix A

KNOX COUNTY SHERIFF'S OFFICE
ANIMAL CONTROL
MISCELLANEOUS EQUIPMENT

32 Transport Carriers
15 Cat Traps
12 Dog Traps
7 Throw Nets
6 Temperature Gun
8 Cat Gloves
7 Cat Tongs
5 Snake Tongs
9 Catch Poles
9 Fishing Nets
7 Snake Hooks
7 Mesh/Bat Bags
1 Animal Stretcher
7 Trucks
1 Horse Trailer

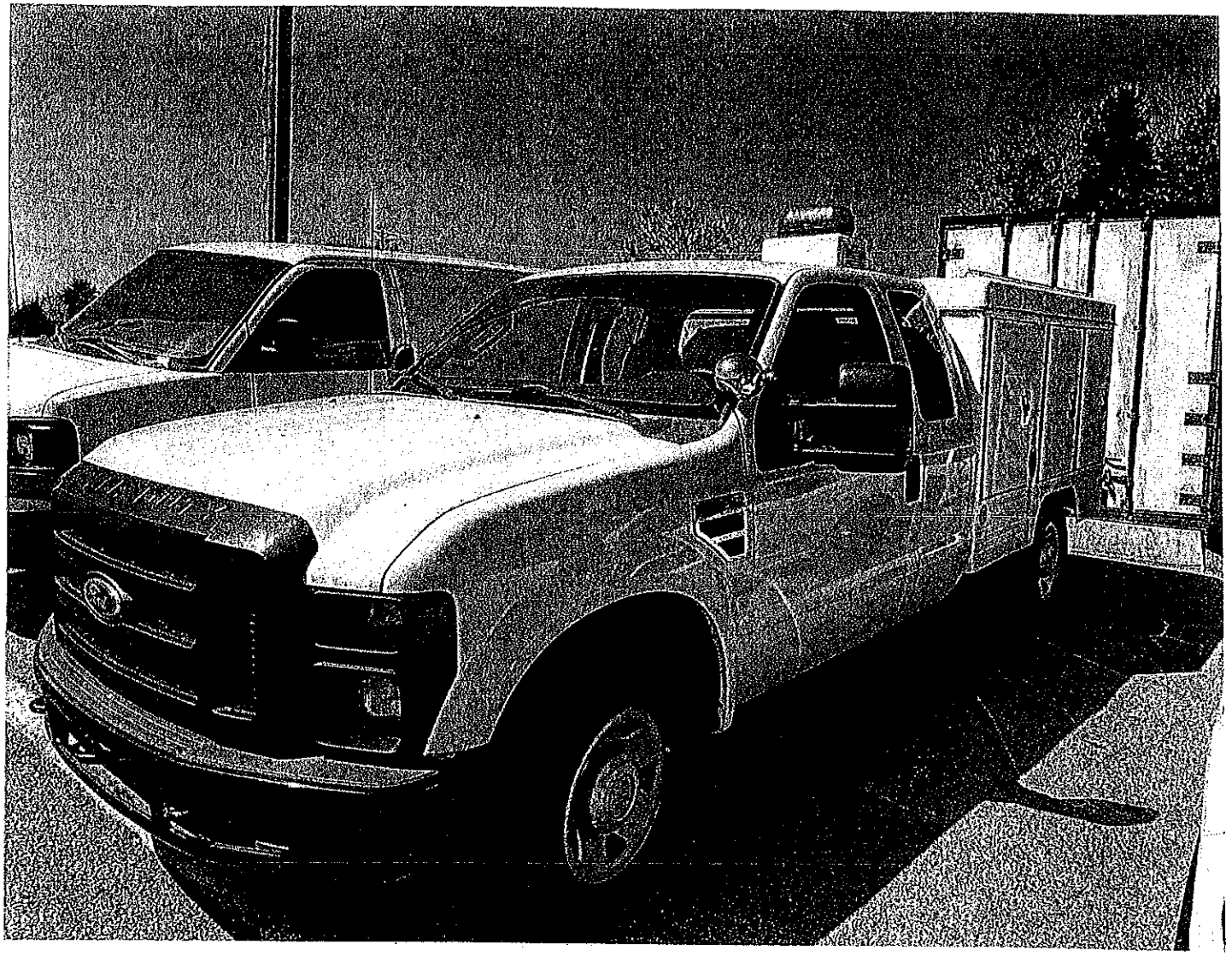
Appendix B

Knox County Sheriff's Office

Animal Control Vehicle Information

TAB	YEAR	MAKE	MODEL	VIN	PLATE
3808	2009	FORD	F-250	1FDSX20549EA35857	GX6756
4201	2014	FORD	F-250	1FTBF2B67EEA38565	0620GC
4202	2014	FORD	F-250	1FTBF2B69EEA38566	0619GC
4375	2015	FORD	F-250	1FDBF2B67FEC16018	2025GB
4501	2016	FORD	F-250	1FDBF2B67GEC85826	9185GD
4502	2016	FORD	F-250	1FDBF2B65GEC85825	5907GD
4592	2017	FORD	F-250	1FTBF2B68HEC46975	3189GE

1994 Supreme Bumper Horse Trailer VIN# DM 5741RM71JA1159



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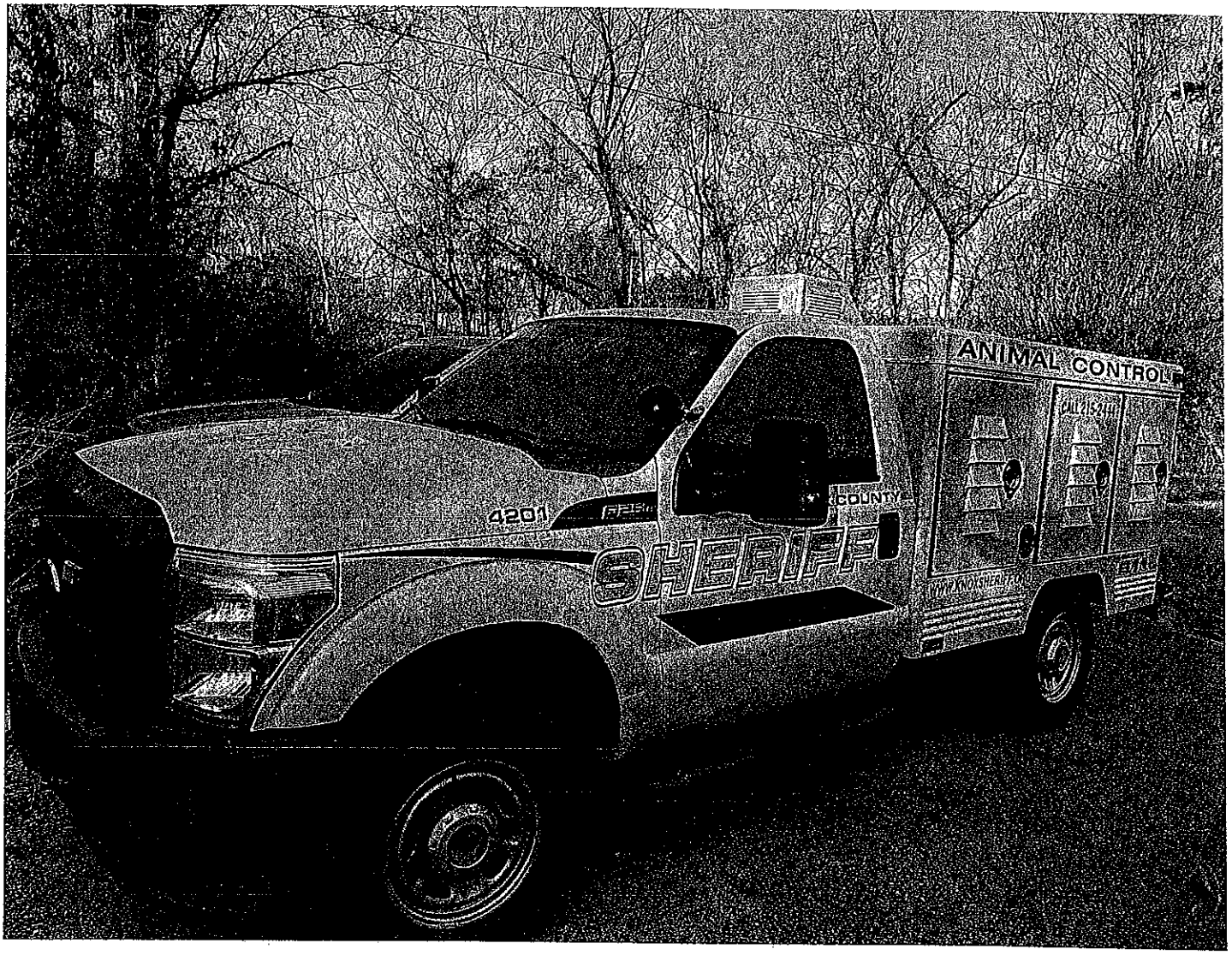
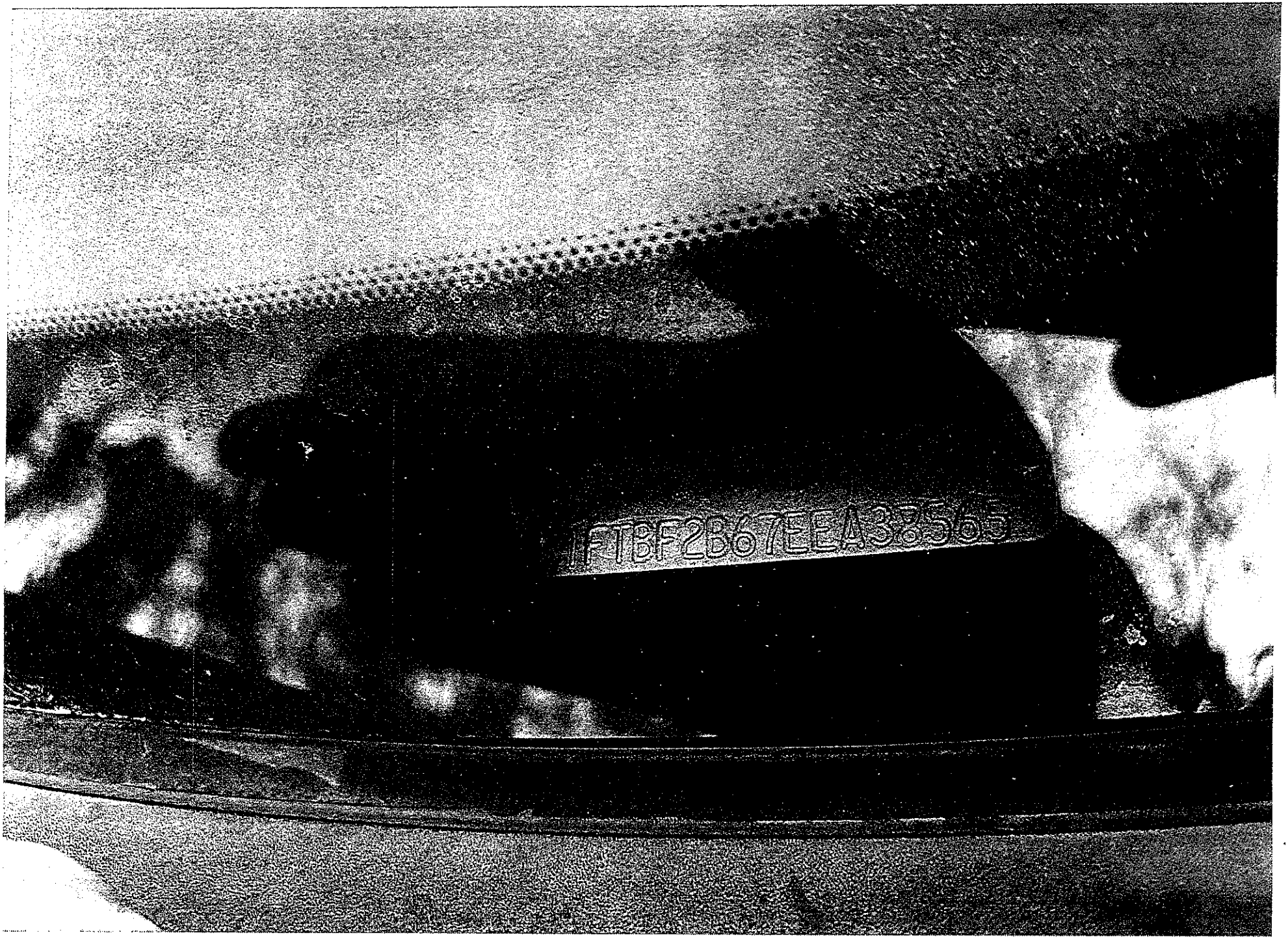

ANIMAL CONTROL
4201
SHERIFF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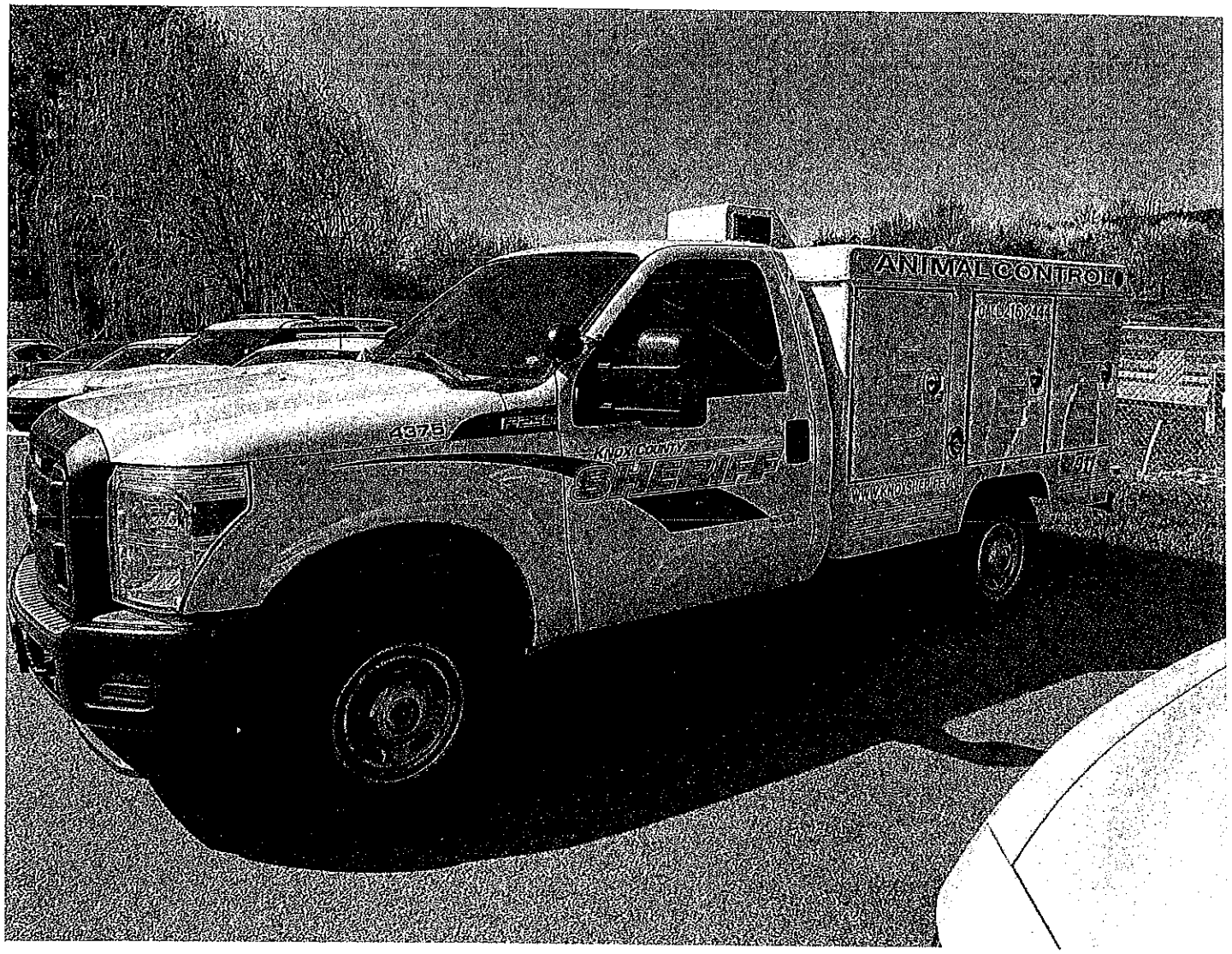
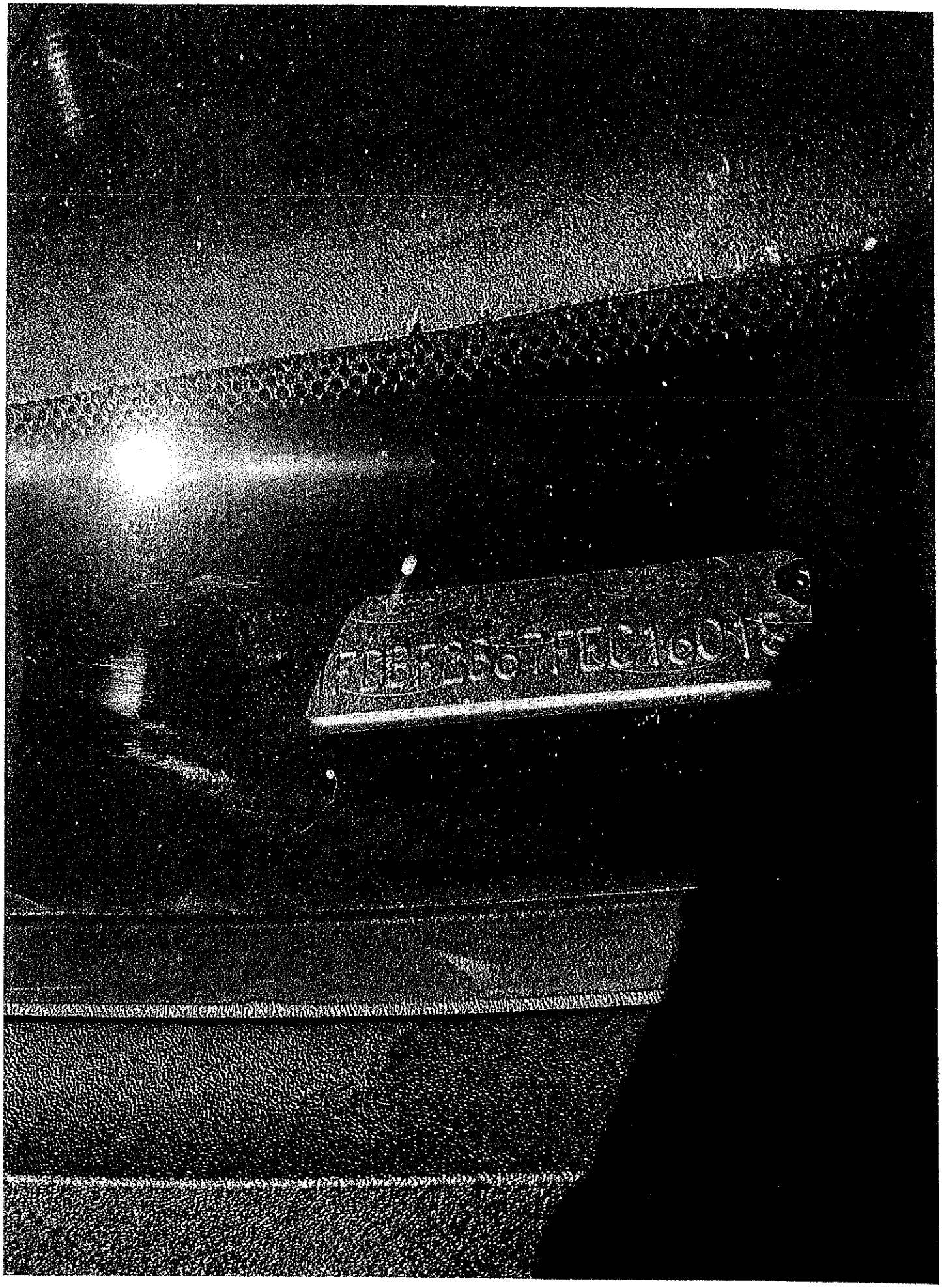
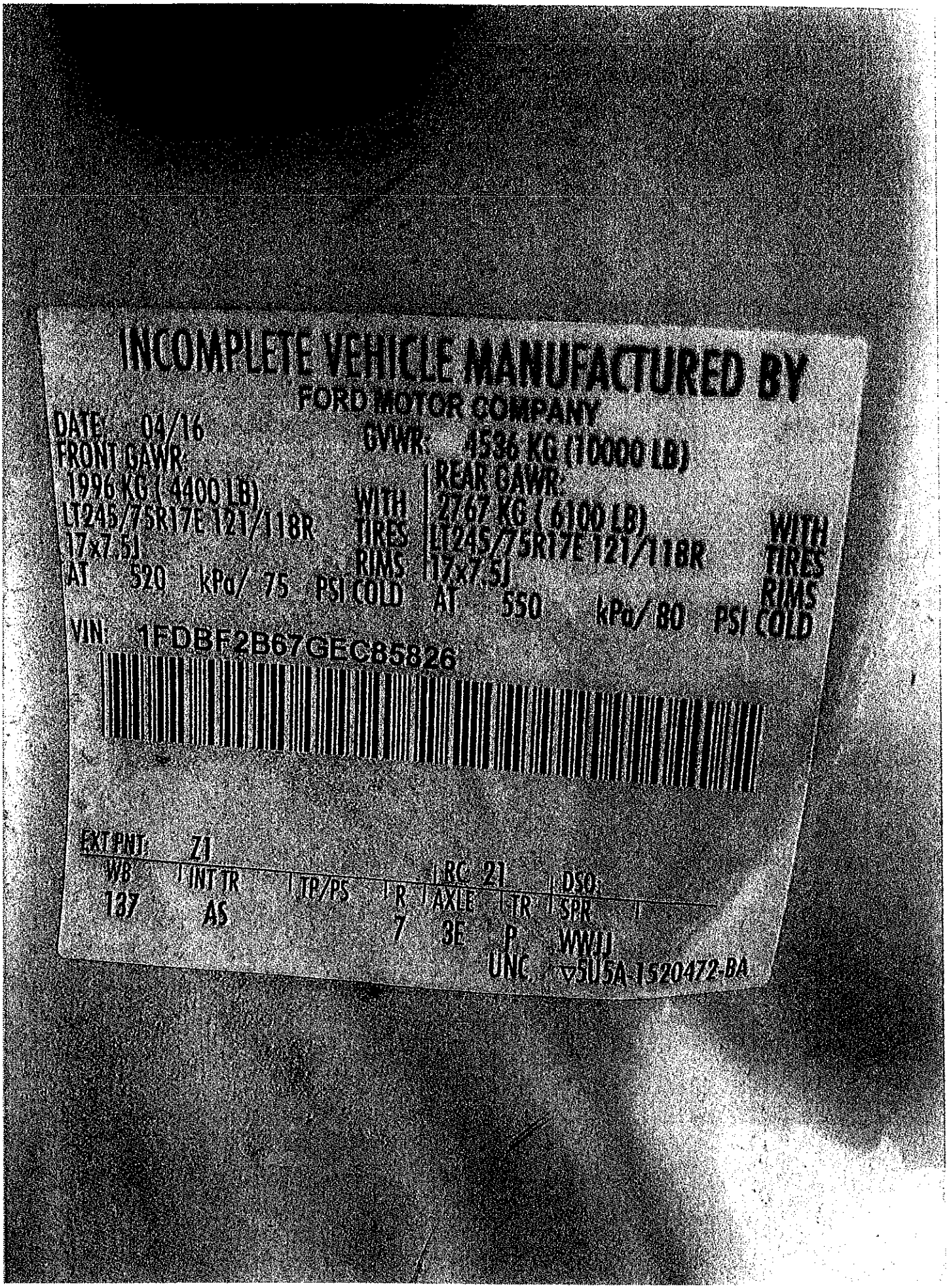
ANIMAL CONTROL
SHERIFF
4202

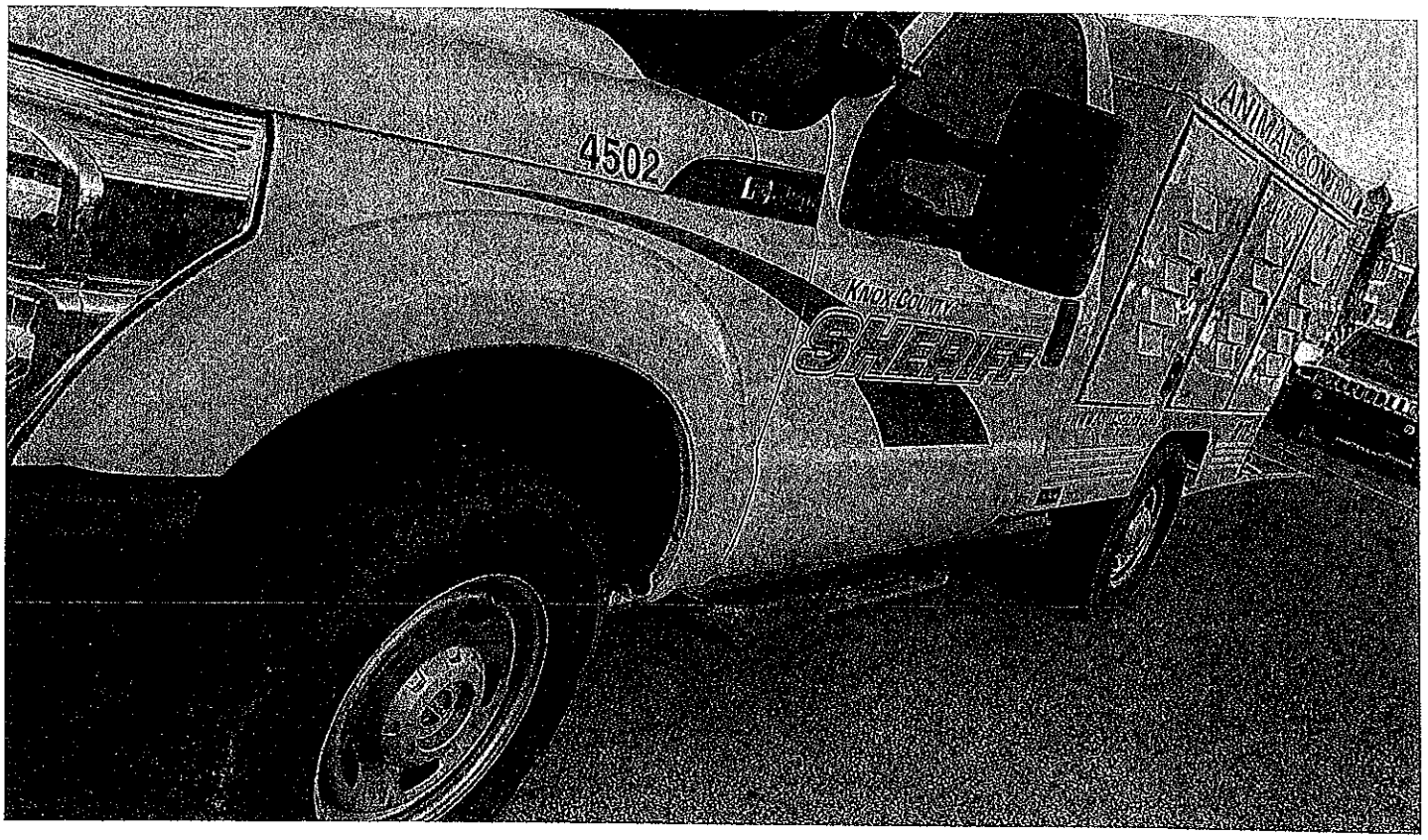

MFD. BY FORD MO
E: 08/13
GVWR: 4
ONT GAWR:
REAR
996 KG (4400 LB)
WITH
2267 K
245/75R17E 121/118R
TIRES
LT245/
7x7.5J
RIMS
17x7.5J
AT 515 kPa/ 75 PSI COLD
AT 5
THIS VEHICLE CONFORMS TO ALL APPLICABLE
VEHICLE SAFETY STANDARDS IN EFFECT ON TH
MANUFACTURE SHOWN ABOVE.
VIN: 1FTBF2B69EEA38566
TYPE: Truck
EXT PNT: Z1
WB
137
INT TR
AS
TP/PS
R
7
RC: 21
AXLE
37
UTC

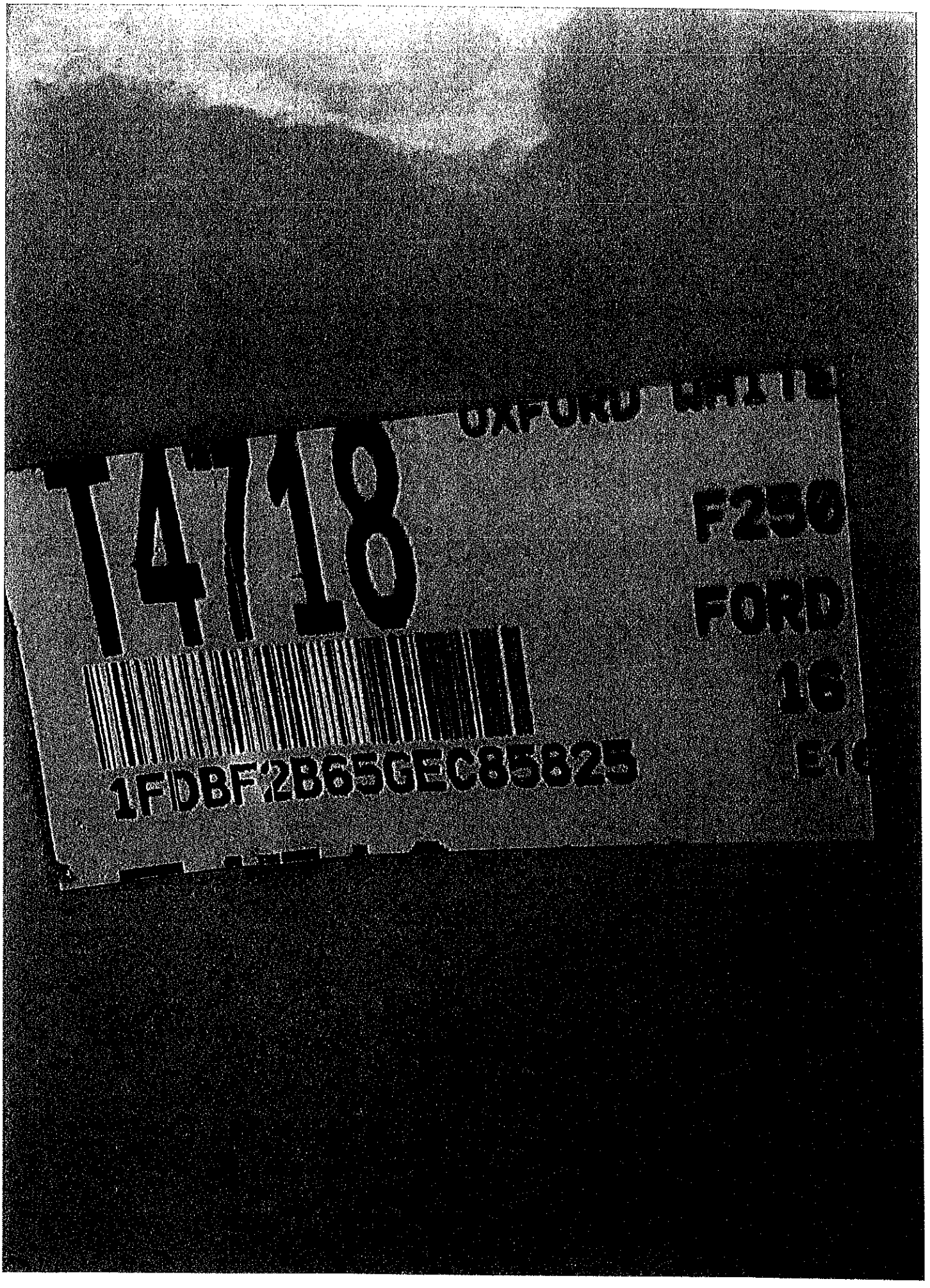

ANIMAL CONTROL
4375
SHERIFF




ANIMAL CONTROL
CALL 215-2444
KNOX COUNTY
SHERIFF
WWW.KNOXSHERIFF.ORG
911


INCOMPLETE VEHICLE MANUFACTURED BY
FORD MOTOR COMPANY
DATE: 04/16
GVWR: 4536 KG (10000 LB)
FRONT GAWR:
1996 KG (4400 LB)
LT245/75R17E 121/118R
17x7.5J
AT 520 kPa/ 75 PSI COLD
WITH TIRES RIMS
REAR GAWR:
2767 KG (6100 LB)
LT245/75R17E 121/118R
17x7.5J
AT 550 kPa/ 80 PSI COLD
WITH TIRES RIMS
VIN 1FDBF2B67GEC85826
EXT PNT: Z1
WB 137
INT TR AS
TP/PS
R 7
AXLE 3E
TR P
RC 21
SPR
DSO: WWJJ
UNC: 5U5A-1520472-BA


4502
KNOX COUNTY
SHERIFF
ANIMAL CONTROL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F250
FORD
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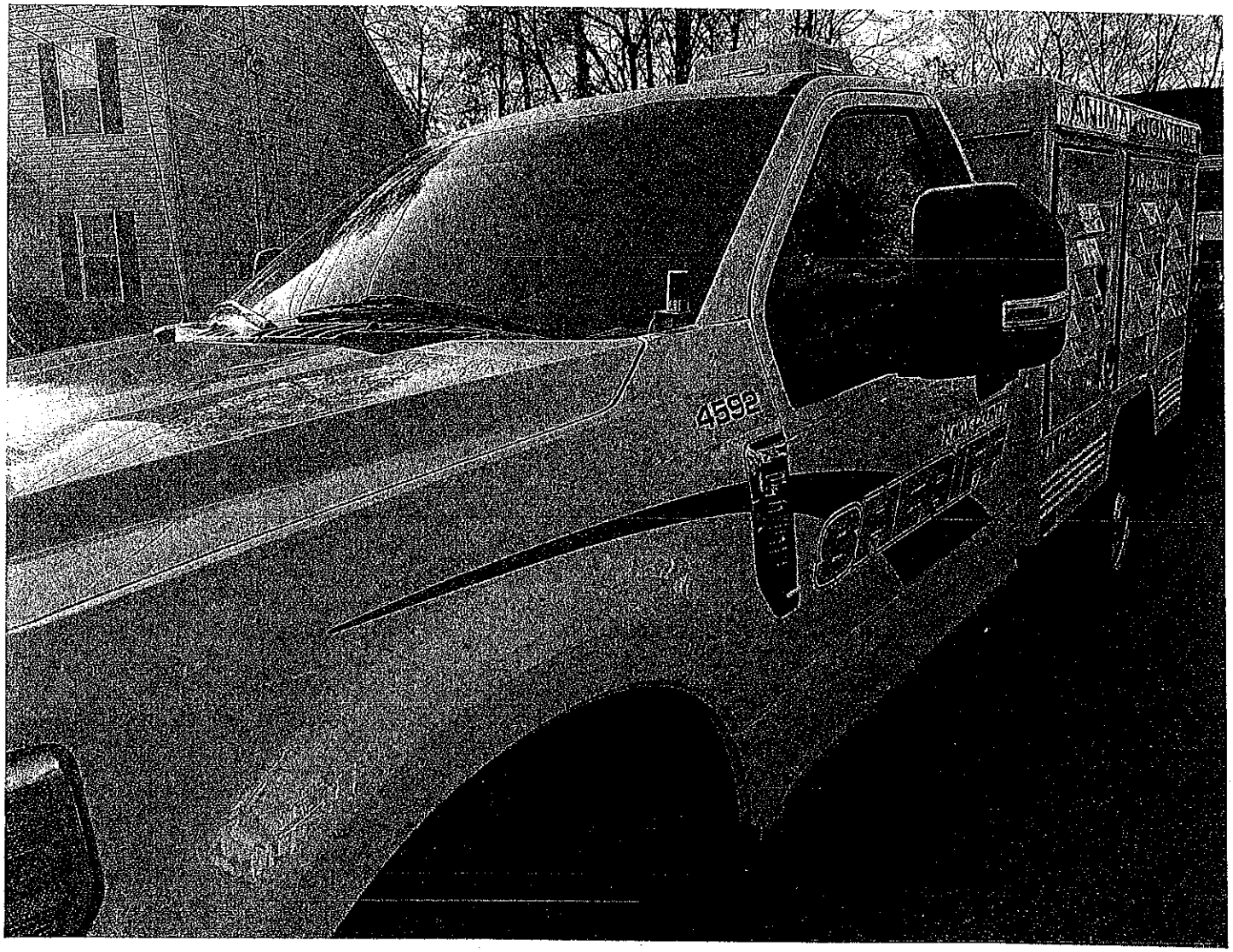
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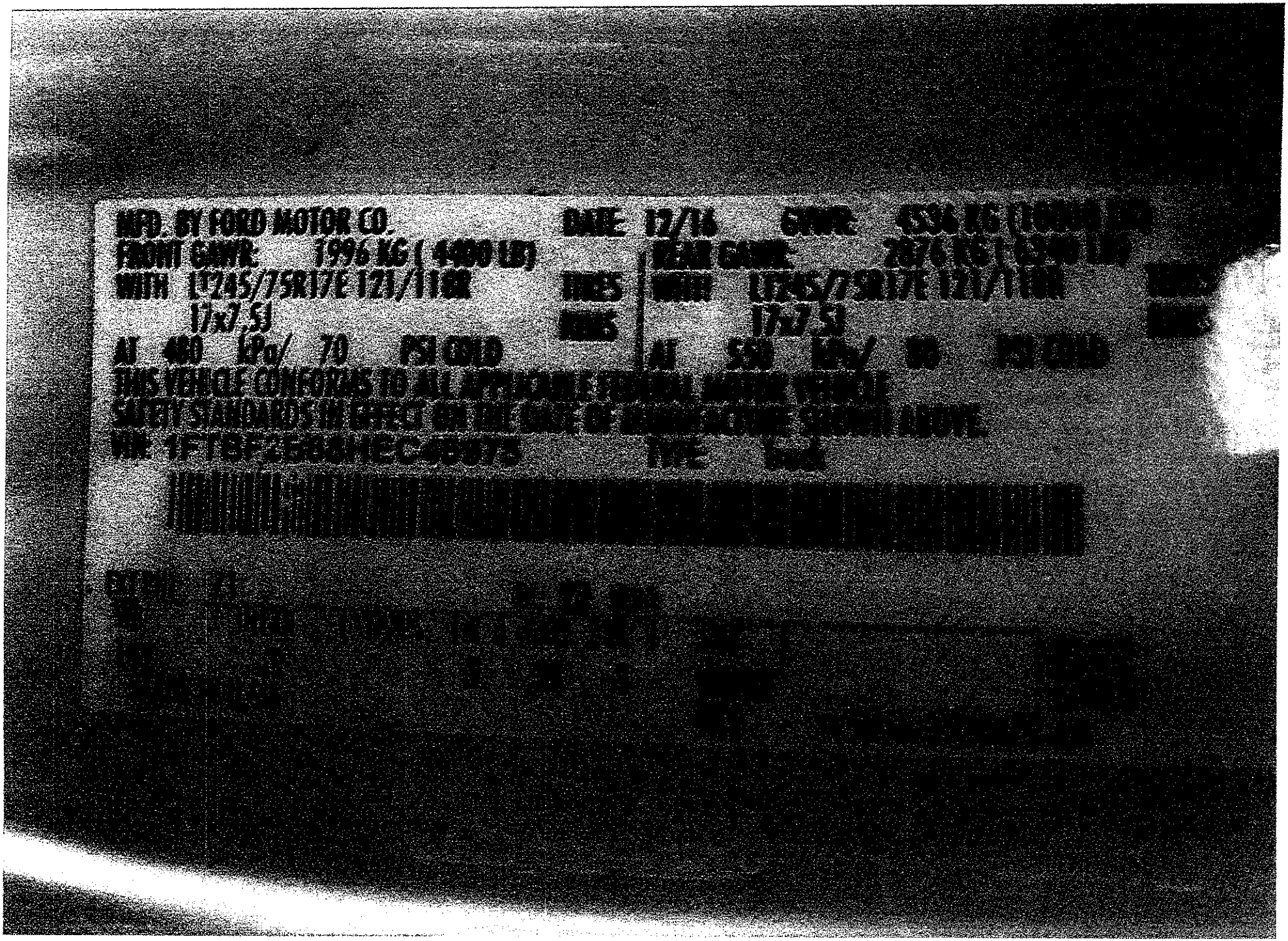
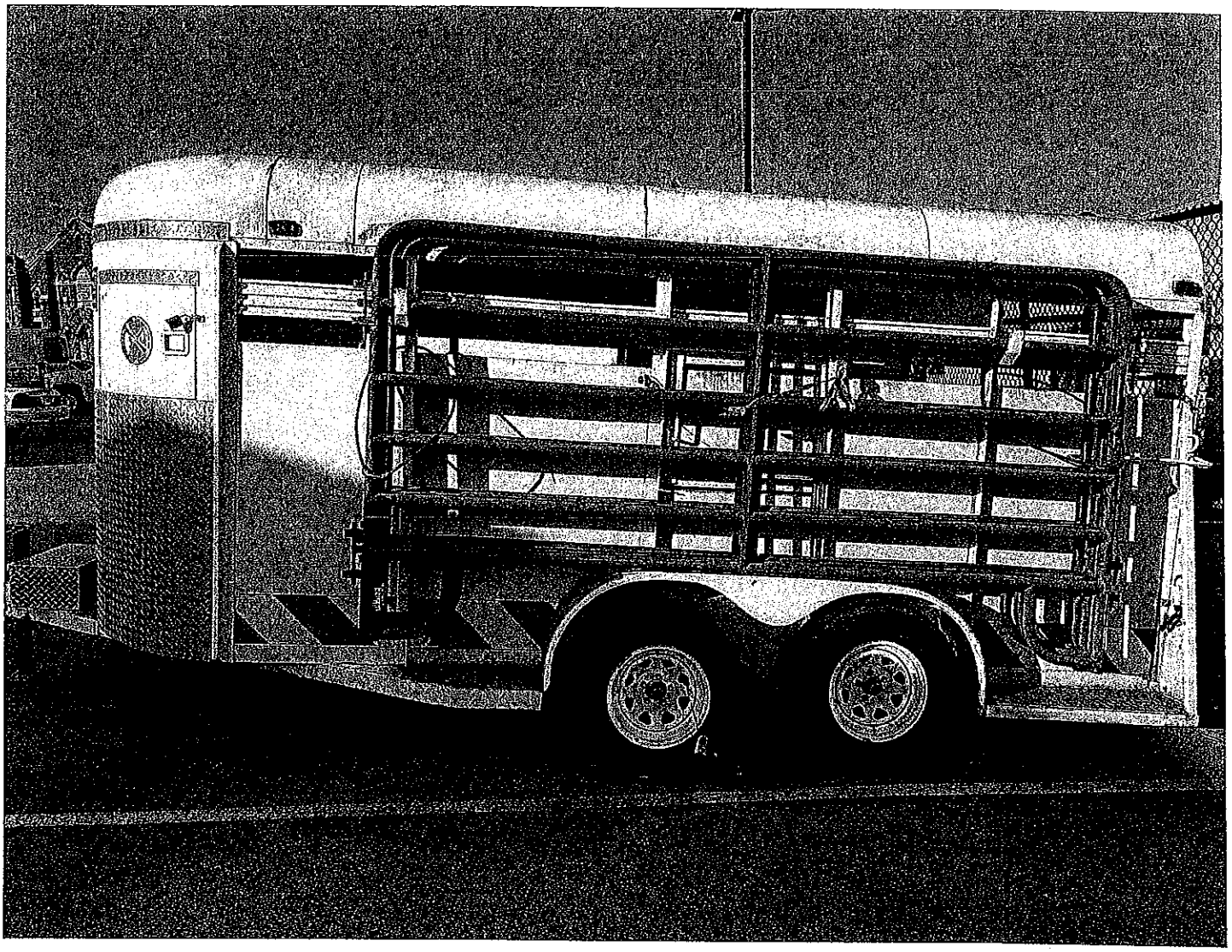

MFD. BY FORD MOTOR CO.
DATE 12/16
FRONT GAWR 1996 KG (4400 LB)
WITH LT245/75R17E 121/118R
17x7.5J
AT 480 kPa/ 70 PSI COLD
REAR GAWR
WITH LT245/75R17E 121/118R
17x7.5J
AT 550 kPa/ 80 PSI COLD
THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE
SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.
TYPE truck



RLA-17462 **R-25-7-901**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Jill Rosberg, LAW DEPARTMENT

Department: LAW DEPARTMENT

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an agreement with Richard Mayberry for serving as a law clerk to the Chancellors of Chancery Court for Knox County, Tennessee from July 1, 2025 through June 30, 2026, in an amount not to exceed $115,500.00.
(Clerk and Master)

Attachments

Resolution

Agreement

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN AGREEMENT WITH RICHARD MAYBERRY FOR SERVING AS A LAW CLERK TO THE CHANCELLORS OF CHANCERY COURT FOR KNOX COUNTY, TENNESSEE FROM JULY 1, 2025 THROUGH JUNE 30, 2026, IN AN AMOUNT NOT TO EXCEED $115,500.00.

RESOLUTION: **R-25-7-901**

REQUESTED BY: **CLERK AND MASTER**

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 Clerk and Master of Knox County Chancery Court (the "Clerk and Master") desires to engage the services of a law clerk to assist and support the Chancellors of Chancery Court for Knox County, Tennessee (the "Chancellors"), as further detailed in the attached Independent Contractor Professional Services Agreement; and

WHEREAS, the Clerk and Master desires to engage Richard Mayberry to serve as law clerk and provide the services necessary for the Chancellors to conduct their duties and responsibilities; and

WHEREAS, Richard Mayberry has agreed to serve in the capacity as law clerk to the Chancellors for the period of July 1, 2025 through June 30, 2026 and to receive compensation in the amount of $59.23 per hour with total compensation not to exceed $115,500.00; and

WHEREAS, the proposed Independent Contractor Professional Services Agreement sets forth the terms and conditions under which Richard Mayberry will serve as law clerk to the Chancellors.

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

The Independent Contractor Professional Services Agreement with Richard Mayberry for serving as law clerk to the Chancellors of Chancery Court for Knox County, Tennessee 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 Independent Contractor Professional Services Agreement with Richard Mayberry for serving as law clerk to the Chancellors of Chancery Court for Knox County, Tennessee 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 GOVERNMENT
INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES AGREEMENT
WRITTEN EXTENSION AGREEMENT

THIS INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES AGREEMENT (the "Agreement"), effective as of the 1st day of July 2025, is by and between Knox County, Tennessee, and J. Scott Griswold, Clerk and Master of Knox County Chancery Court ("Clerk and Master"), as the First Parties, and Richard Mayberry, an individual resident of the State of Tennessee ("Contractor"), as the Second Party.

RECITALS:

WHEREAS, the Office of the Clerk and Master is a Tennessee Constitutional Office which supports the business of the Chancery Division and Probate Division of Knox County Chancery Court, which courts hear a variety of cases and handle a heavy volume of business and activity through its three (3) Chancellors, who are State Court Trial Judges;

WHEREAS, the Chancellors of Knox County Chancery Court, the Honorable John F. Weaver, the Honorable Richard B. Armstrong Jr. and the Honorable Christopher D. Heagerty, preside over a variety of cases coming before them, which include cases involving complex questions of fact and law and which frequently require written findings and conclusions to dispose of cases in a reasonable and expeditious manner;

WHEREAS, by Administrative Order entered April 9, 2022, the Chancellors authorized the Clerk and Master to engage the services of a law clerk funded through his operating budget under Knox County Government, which law clerk shall possess the appropriate knowledge, training, and skill to assist and support the Chancellors in the disposition of the heavy volume of cases which come before them;

WHEREAS, Contractor possesses the specialized knowledge, training, and skill and does not need any training necessary to ensure the proper support of the Chancellors, including conducting legal research, drafting trial briefs, drafting findings of fact and conclusions of law, and final orders and other legal documents, as well as providing assistance to the Chancellors during courtroom proceedings;

WHEREAS, the Clerk and Master desires to engage Contractor to provide the services necessary for the Chancellors to conduct their duties and responsibilities and to pay Contractor at the hourly rate of $59.23 per hour as an independent contractor and to fund the position through his annual operating budget as approved by Knox County Government;

WHEREAS, the Contractor, as a non-employee, independent contractor will receive an IRS Form 1099 each year and will be personally responsible for complying with all IRS rules and regulations covering independent contractors and personally paying all required sums for estimated taxes, social security, FICA, and the like directly to the IRS;

WHEREAS, Contractor will not receive any benefits available to employees such as paid vacations, sick pay, insurance, and retirement.

WHEREAS, Contractor has agreed to serve in the capacity as law clerk to the Chancellors for the period of July 1, 2025 through June 30, 2026 and thereafter as needed through a written extension of this Agreement.

WITNESSETH:

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. The Clerk and Master hereby engages Contractor and Contractor hereby accepts such engagement, and Contractor hereby agrees to provide specialized services to the Chancellors of the Chancery Court for Knox County, Tennessee, for the period of July 1, 2025 through June 30, 2026, as directed by the Chancellors.

Section 2. Contractor agrees to be immediately available under this Agreement by phone, email, and in person for the benefit of the Chancellors in the administration of justice to their respective Courts.

Section 3. The Clerk and Master will pay Contractor $59.23 per hour on a monthly basis for his professional services and Contractor shall provide proper documentation to reflect hours devoted to the Chancellors and to enable the compensation to be paid on a monthly basis through the Knox County Finance Department under the operating budget, and the total compensation paid to Contractor shall not exceed $115,500.00 as calculated on an annual basis based upon 1,950 annual hours.

Section 4. The services Contractor shall provide include conducting legal research, verifying citations, drafting trial briefs and other applicable legal documents, providing assistance in the Courtroom to the Chancellors, including during oral arguments, motions, and trials, and preparing memorandums and legal briefs citing applicable legal authority, to enable the Chancellors to complete their duties and responsibilities in an efficient and expeditious manner.

Section 5. Contractor acknowledges that he is an independent contractor and nothing in this agreement is intended to, nor shall it be construed to, create an employer-employee relationship with the Clerk and Master under his salary suit; provided, however, that the services to be rendered hereunder by Contractor shall be rendered in a manner consistent with the prevailing standards of care exercised by an attorney in Tennessee under the Rules of the Tennessee Supreme Court, and the Clerk and Master shall not withhold on behalf of Contractor any sums for income tax, unemployment insurance, Social Security, or any other withholding pursuant to any law or requirement of any governmental body relating to amounts paid to Contractor, all of which shall be the sole responsibility of Contractor; neither shall the Clerk and Master or Knox County or the Chancellors make available to Contractor any of the benefits afforded to employees of Knox County, the Clerk and Master, or Chancellors, except as specifically provided herein. Contractor

shall indemnify and hold the Clerk and Master and Chancellors harmless from and against any and all loss or liability whatsoever arising, with respect to any and all losses incurred on account of any breach of the provisions of this agreement by Contractor. In the event the United States Internal Revenue Service, or any other governmental body questions or challenges the independent contractor status of Contractor, Contractor, the Clerk and Master, and the Chancellors shall have the right to participate in any discussion or negotiation occurring with such entity irrespective of who initiates such discussions or negotiations.

Section 6. If any compensation is paid to or expense reimbursement is made on behalf of Contractor that is disallowed, in whole or in part, as a deductible expense for Federal or State income tax purposes, and if the Clerk and Master is required to make payments to a taxing authority as a result of such disallowance, Contractor shall repay an amount equal to the disallowance.

Section 7. Either party may terminate this agreement with or without cause at any time and the term of this Agreement is not assignable and shall begin on July 1, 2025, and shall terminate on June 30, 2026, unless terminated sooner or extended by written agreement as provided herein.

Section 8. This Agreement contains the entire understanding of the parties with respect to its subject matter, and this Agreement may be amended only by a written instrument duly executed by all parties or their respective heirs, successors, assigns, or legal personal representatives.

Section 9. In the event either party hereto fails to perform any of its obligations under this Agreement or in the event of a dispute arises concerning the meaning or interpretation of any provision of this Agreement, neither party will be entitled to collect any costs, expenses or attorney fees from the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by themselves or their duly authorized representative as of the date and year set out above.

By: _____ Date: _____
Glenn Jacobs, Knox County Mayor

By: _____ Date: _____
J. Scott Griswold, Clerk and Master

By: _____ Date: _____
Richard Mayberry, Contractor

Contract No.: _____

APPROVED AS TO LEGAL FORM

By: _____ Date: _____
Knox County Law Director's Office

RLA-17467 **R-25-7-902**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, to levy an increase in Mineral Severance Tax from fifteen cents ($0.15) to twenty cents ($0.20) per ton for Knox County. *(Requires 2/3 Vote)*
(Commissioners Durrett and Thompson)

Attachments

Resolution

Public Chapter No. 285

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, TO LEVY AN INCREASE IN MINERAL SEVERANCE TAX FROM FIFTEEN CENTS ($0.15) TO TWENTY CENTS ($0.20) PER TON FOR KNOX COUNTY.

RESOLUTION: **R-25-7-902**

REQUESTED BY: **COMMISSIONERS DURRETT AND THOMPSON**

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, *Tennessee Code Annotated*, §§ 67-7-201 *et seq.*, permits counties, upon the adoption of a resolution by a two-thirds vote of the county legislative body, to enact a mineral severance tax for the benefit of the county road fund to be administered by the state Department of Revenue; and

WHEREAS, Knox County levied a mineral severance tax on sand, gravel, sandstone, chert and limestone severed from the ground within its jurisdiction pursuant to the authority granted in *Tennessee Code Annotated*, §§ 67-7-201 *et seq.*, in Resolution Number R-22-6-902; and

WHEREAS, *Tennessee Code Annotated*, §§ 67-7-201 *et seq.*, permits counties to increase the mineral severance tax in accordance with the rates set forth in § 67-7-203; and

WHEREAS, due to factors such as rising material costs, inflation, and supply chain disruptions, the cost of county road and bridge construction and maintenance has increased dramatically and Knox County needs additional revenue for construction and maintenance of its roads and bridges.

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

SECTION 1. There is hereby levied an increase in mineral severance tax on the above-named minerals at a total levy of twenty cents ($0.20) per ton for a tax period beginning July 1, 2025.

SECTION 2. The Mineral Severance Tax of Knox County shall be collected by the State Department of Revenue in accordance with the rules and regulations promulgated by the Department of Revenue.

SECTION 3. A certified copy of this Resolution shall be transmitted immediately upon its passage to the Department of Revenue of the State of Tennessee and shall be spread upon the minutes of the county legislative body.

SECTION 4. For purposes of collection, this Resolution shall take effect on the first day of the month occurring at least sixty (60) days after the certified copy is received by the Department of Revenue; for all other purposes it shall be effective upon passage by a two-thirds (2/3) majority vote of the county legislative body of Knox County, 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

State of Tennessee

PUBLIC CHAPTER NO. 285

HOUSE BILL NO. 695

By Representatives Baum, Hale

Substituted for: Senate Bill No. 889

By Senator Reeves

AN ACT to amend Tennessee Code Annotated, Title 67, Chapter 7, Part 2, relative to mineral severance tax.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 67-7-203(a), is amended by deleting the subsection and substituting instead:

(a) The rate of the tax must be set by the county legislative body, but must not exceed the following amounts per ton on sand, gravel, sandstone, chert, or limestone severed from the ground in the county:

(1) For a tax period that begins prior to July 1, 2025, fifteen cents (15¢) per ton;

(2) For a tax period that begins on or after July 1, 2025, and prior to July 1, 2030, twenty cents (20¢) per ton;

(3) For a tax period that begins on or after July 1, 2030, and prior to July 1, 2035, twenty-five cents (25¢) per ton; and

(4) For a tax period that begins on or after July 1, 2035, and for subsequent tax periods, thirty cents (30¢) per ton.

SECTION 2. Tennessee Code Annotated, Section 67-7-201, is amended by deleting subsection (b) and redesignating the remaining subsection.

SECTION 3. Tennessee Code Annotated, Section 67-7-207(b), is amended by designating the existing language as subdivision (1) and adding the following new subdivision:

(2) Not less than thirty (30) days after the end of a county's fiscal year, each county that receives revenue from a tax levied pursuant to this part shall provide an annual written report to the comptroller of the treasury, the commissioner of transportation, the chair of the transportation and safety committee of the senate, and the chair of the committee of the house of representatives having jurisdiction over transportation issues, detailing the amount of revenue deposited into the county road fund during the previous fiscal year, the amount of revenue spent by the county, and how those expenditures have been designated and used for construction, maintenance, and repair of the county system pursuant to subdivision (b)(1).

SECTION 4. Tennessee Code Annotated, Section 67-7-212, is amended by adding the following new subsection:

(d) A county legislative body that has authorized a tax under this part may increase the tax rate in accordance with § 67-7-203(a) by adopting a resolution by a two-thirds (2/3) majority vote. The presiding officer of the county legislative body shall deliver a certified copy of the resolution increasing the tax rate to the department of revenue. The new tax rate must not be collected by the department of revenue pursuant to the county legislative action until the first day of a month occurring at least sixty (60) days after the receipt of a certified copy of such action by the department.

SECTION 5. This act takes effect upon becoming a law, the public welfare requiring it.

HOUSE BILL NO. 695

PASSED: April 10, 2025

CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES

RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 24th day of April 2025

BILL LEE, GOVERNOR

RLA-17510 **R-25-7-101**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, honoring the Gibbs High School Softball Team for winning the 2025 State Championship.
(Commissioner Thompson)

Attachments

No file(s) attached.

RLA-17518 **R-25-7-102**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, honoring the West High School Football team for winning back-to-back state titles by winning the TSSAA Class 5A Football State Championships in both 2022 and 2023.

(Commissioner Jackson)

Attachments

No file(s) attached.

RLA-17516 **52.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY MAYOR

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Presentation from Orion.
(County Mayor)

Attachments

No file(s) attached.

RLA-17517 **53.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Presentation: Knoxville Association of Realtors, Maria McHale.
(Commissioner Oster)

Attachments

No file(s) attached.

RLA-17514 **54.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Presentation: on efforts to remove broken, abandoned or duplicate utility poles in Knox County.
(Commissioner Jay)

Attachments

No file(s) attached.

RLA-17512 **55.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Presentation: Metro Drug Coalition.
(Commissioner Lee)

Attachments

No file(s) attached.

RLA-17513 **56.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Presentation: Homebuilders Association of Greater Knoxville. **(DEFER TO SEPTEMBER AT REQUEST OF SPONSOR)**

(Commissioner Frazier)

Attachments

No file(s) attached.

RLA-17450 57.

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	07/24/2025
Requested By:	Sandi Prichard, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	NO Funded in Current Budget: NO
Appropriation Required:	NO

CAPTION

Consideration of the Acceptance of New County Roads:
A) Inspiration Road located in Amber Vista Subdivision, District 6.
B) Magnificent Lane located in Amber Vista Subdivision, District 6.
C) Night Time Drive located in Dorchester Subdivision, District 6.
D) Grey Flannel Lane located in Dorchester Subdivision, District 6.
E) Sunscape Lane located in Hunters Glen, District 4.
F) Bronze Lane located in Hunters Glen, District 4.
(Engineering and Public Works)

Attachments

Amber Vista
Dorchester SD
Hunters Glen

Knox County Tennessee Road Acceptance

Name of Subdivision: Amber Vista Subdivision
Developer: JOL, LLC.
Commission District: 6
Inspector: David Willett
Date: June 25, 2025

Name of Road	Length of Road	Resurfacing w/Profile Mill Included in Cost
Inspiration Rd	968 LF	$35,126.14
Magnificent Ln	770 LF	$27,941.25
	Total Miles 0.33	Total $64,083.43

Knox County Engineering is recommending the acceptance of the right-of-way along the above streets as shown on the recorded plat instrument number 202303090048914, and any ROW that may have been dedicated along Buttermilk Road.

New Road Checklist:

Name of Subdivision: Amber Vista Subdivision
Inspector: David Willett
Date Surfaced: April 30, 2025

- ✓ Curbs are backfilled
- ✓ Correct signs have been installed per the MUTCD manual
  - Street signs
  - Stop signs
  - Speed limits signs
  - Children at play signs
  - No Outlet signs if applicable
  - Street is free of standing water
- ☐ Sidewalks are located within the ROW
- ☐ Bridge(s) spanning 20' or more located within this road section
  - If yes, provide a brief description:
  - _____
    _____
    _____
  - EPW file # 121-072

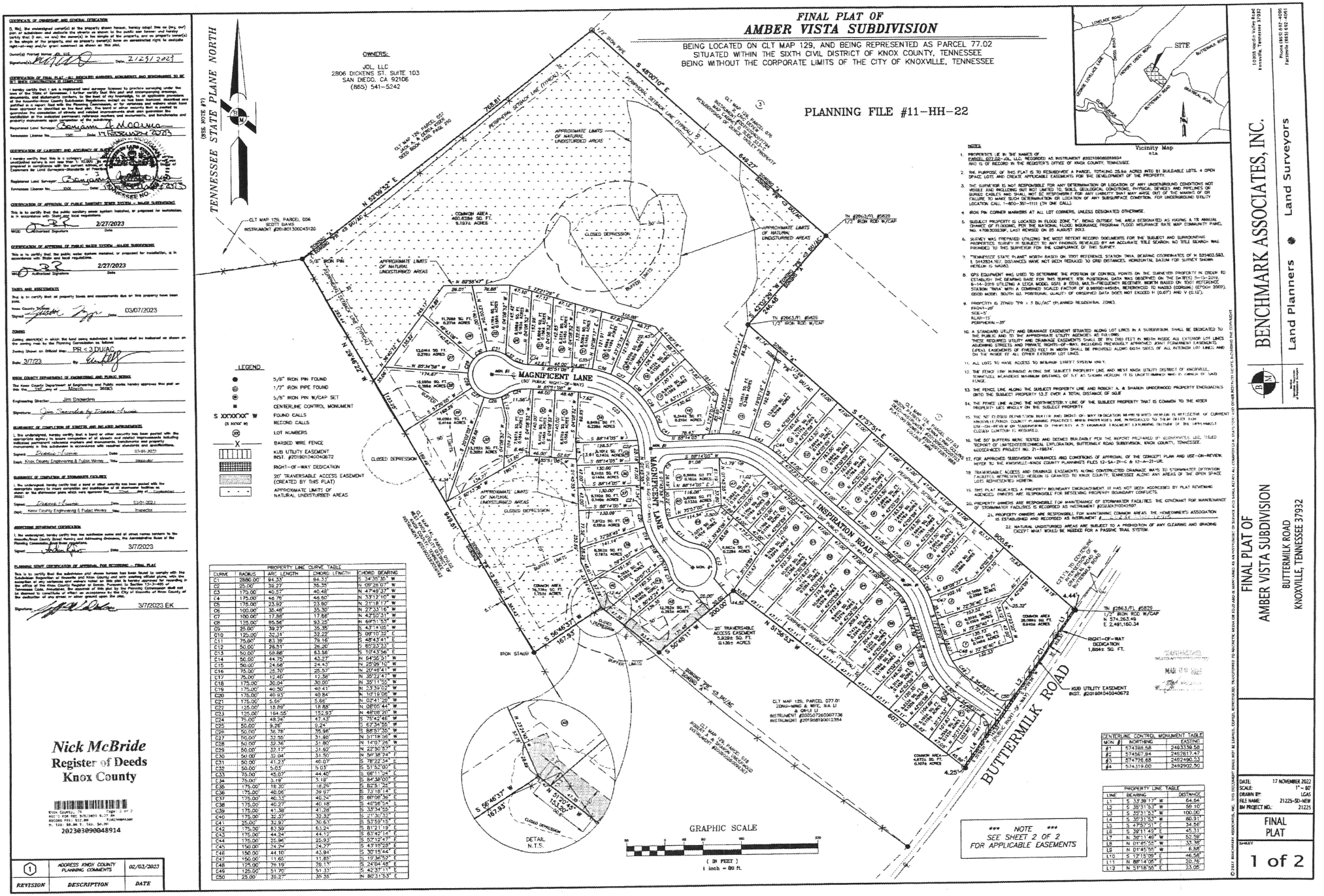
Recommended for road acceptance: Yes

David Willett — 6-25-2025

Land Development Construction Inspector — Date

6/25/2025

Construction Services Supervisor — Date



PROPERTY LINE CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2880.00'	84.35'	84.35'	S 34°35'35" W
C2	25.00'	39.27'	35.35'	N 08°28'07" W
C3	175.00'	40.57'	40.48'	N 13°12'10" W
C4	175.00'	44.75'	44.60'	N 33°12'10" W
C5	175.00'	23.92'	23.90'	N 21°18'17" W
C6	100.00'	35.48'	35.30'	N 27°33'16" W
C7	100.00'	17.86'	17.86'	N 42°00'31" W
C8	125.00'	85.56'	93.25'	N 69°51'53" W
C9	25.00'	39.27'	35.35'	N 43°31'55" E
C10	125.00'	32.51'	32.42'	S 08°10'32" E
C11	75.00'	81.39'	78.16'	S 48°43'41" E
C12	50.00'	78.51'	26.20'	S 60°31'55" E
C13	50.00'	68.66'	63.36'	S 10°43'56" E
C14	50.00'	44.75'	43.27'	N 64°56'51" W
C15	50.00'	24.58'	24.33'	N 25°06'10" W
C16	75.00'	25.76'	25.97'	N 20°49'41" W
C17	75.00'	12.40'	12.38'	N 35°22'47" W
C18	175.00'	30.04'	30.00'	N 39°17'05" W
C19	175.00'	40.50'	40.41'	N 53°39'02" W
C20	175.00'	40.93'	40.84'	N 10°19'06" W
C21	175.00'	5.66'	5.66'	N 02°41'20" W
C22	125.00'	18.89'	18.88'	N 08°05'44" W
C23	125.00'	164.55'	152.93'	N 48°08'20" W
C24	75.00'	48.76'	47.93'	S 75°42'46" E
C25	50.00'	9.26'	9.24'	S 62°34'55" E
C26	50.00'	36.78'	35.98'	S 88°57'35" W
C27	50.00'	33.56'	31.80'	N 31°19'36" W
C28	50.00'	33.56'	31.80'	N 14°07'26" W
C29	50.00'	32.17'	31.62'	N 22°30'57" E
C30	50.00'	30.94'	31.50'	N 54°38'24" E
C31	50.00'	41.23'	40.07'	S 78°22'34" E
C32	50.00'	5.03'	5.03'	S 51°52'00" E
C33	75.00'	45.07'	44.40'	S 08°11'34" E
C34	75.00'	3.19'	3.19'	S 84°38'00" E
C35	175.00'	18.30'	18.29'	S 82°51'25" E
C36	175.00'	40.06'	39.97'	S 73°13'14" E
C37	175.00'	40.33'	40.24'	S 60°06'36" E
C38	175.00'	40.27'	40.18'	S 46°56'24" E
C39	175.00'	41.38'	41.29'	S 33°34'35" E
C40	175.00'	32.37'	32.33'	S 21°30'32" E
C41	25.00'	32.97'	30.63'	S 53°59'15" E
C42	175.00'	62.39'	62.04'	S 81°21'19" E
C43	175.00'	44.24'	44.12'	S 63°42'14" E
C44	175.00'	25.96'	25.93'	S 57°12'47" E
C45	150.00'	74.29'	24.29'	S 43°19'28" E
C46	150.00'	44.10'	43.94'	S 30°15'44" E
C47	150.00'	11.65'	11.65'	S 19°36'52" E
C48	175.00'	76.19'	75.76'	S 24°04'48" E
C49	125.00'	51.70'	51.33'	S 42°37'11" E
C50	25.00'	35.27'	35.35'	N 80°31'53" E

CENTERLINE CONTROL MONUMENT TABLE		
MON. #	NORTHING	EASTING
#1	574788.58	2483339.58
#2	574567.84	2482817.47
#3	574726.68	2482490.53
#4	574319.00	2482902.50

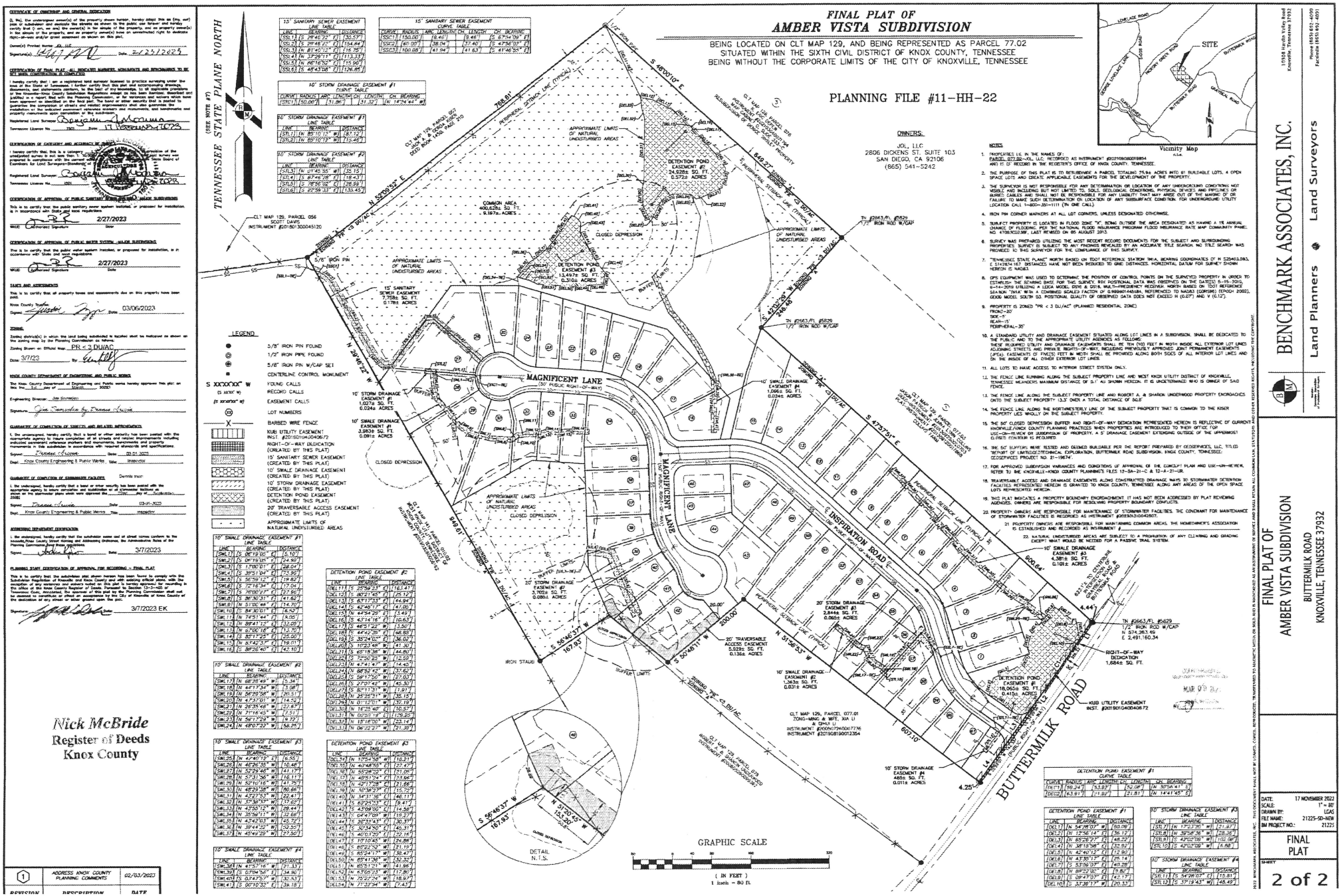
PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 13°39'17" W	54.64'
L2	S 38°51'53" W	56.10'
L3	S 35°51'53" W	100.00'
L4	S 35°51'53" W	80.91'
L5	S 47°57'51" E	34.56'
L6	S 39°11'49" E	45.31'
L7	N 39°11'49" W	50.59'
L8	N 01°45'55" W	33.36'
L9	N 01°45'55" W	6.88'
L10	S 13°15'09" E	46.56'
L11	N 88°14'05" E	20.76'
L12	N 51°18'55" E	23.06'

NOTES
1. PROPERTIES LIE IN THE NAMES OF PARCEL 077.02 – JOL, LLC, RECORDED AS INSTRUMENT #202108060019954 AND IS OF RECORD IN THE REGISTER'S OFFICE OF KNOX COUNTY, TENNESSEE.
2. THE PURPOSE OF THIS PLAT IS TO RESUBDIVIDE A PARCEL, TOTALING 25.66 ACRES ±(GIS) INTO 81 BUILDABLE LOTS, 4 OPEN SPACE LOTS, AND CREATE APPLICABLE EASEMENTS FOR THE DEVELOPMENT OF THE PROPERTY.
3. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY DETERMINATION OR LOCATION OF ANY UNDERGROUND CONDITIONS NOT VISIBLE AND INCLUDING BUT NOT LIMITED TO, SOILS, GEOLOGICAL CONDITIONS, PHYSICAL DEFECTS AND PIPELINES OR BURIED CABLES AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY THAT MAY ARISE OUT OF THE MAKING OF OR FAILURE TO MAKE SUCH DETERMINATION OR LOCATION OF ANY SUBSURFACE CONDITION. FOR UNDERGROUND UTILITY LOCATION CALL: 1-800-351-1111 (TN ONE CALL).
4. IRON PIN CORNER MARKERS AT ALL LOT CORNERS, UNLESS DESIGNATED OTHERWISE.
5. SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" BEING OUTSIDE THE AREA DESIGNATED AS HAVING A 1% ANNUAL CHANCE OF FLOODING, PER THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 47093C0328F, LAST REVISED ON 25 AUGUST 2013.
6. SURVEY WAS PREPARED UTILIZING THE MOST RECENT RECORD DOCUMENTS FOR THE SUBJECT AND SURROUNDING PROPERTIES. SURVEY IS SUBJECT TO ANY FINDINGS REVEALED BY AN ACCURATE TITLE SEARCH. NO TITLE SEARCH WAS PROVIDED TO THIS SURVEYOR FOR THE COMPLIANCE OF THIS SURVEY.
7. "TENNESSEE STATE PLANE" NORTH BASED ON TDOT REFERENCE STATION TN016, BEARING COORDINATES OF N 525403.583, E 1412834.167; DISTANCES HAVE NOT BEEN REDUCED TO GRID DISTANCES. HORIZONTAL DATUM FOR SURVEY SHOWN HEREON IS NAD83.
8. GPS EQUIPMENT WAS USED TO DETERMINE THE POSITION OF CONTROL POINTS ON THE SURVEYED PROPERTY IN ORDER TO ESTABLISH THE BEARING BASE FOR THIS SURVEY. STN POSITIONAL DATA WAS OBSERVED ON THE DATE(S) 9-13-2019, 6-14-2019 UTILIZING A LEICA MODEL GS15 & GS16, MULTI-FREQUENCY RECEIVER. NORTH BASED ON TDOT REFERENCE STATION TN016, WITH A COMBINED SCALED FACTOR OF 0.9999514569, REFERENCED TO NAD83 (CORS96) (EPOCH 2002). GEOID MODEL: SOUTH 03. POSITIONAL QUALITY OF OBSERVED DATA DOES NOT EXCEED H= (0.07') AND V= (0.12').
9. PROPERTY IS ZONED "PR" = 3 DU/AC (PLANNED RESIDENTIAL ZONE).
FRONT=20'
SIDE=5'
REAR=15
PERIPHERAL=35'
10. A STANDARD UTILITY AND DRAINAGE EASEMENT SITUATED ALONG LOT LINES IN A SUBDIVISION, SHALL BE DEDICATED TO THE PUBLIC AND TO THE APPROPRIATE UTILITY AGENCIES AS FOLLOWS: EASEMENTS OF FIVE(5) FEET IN WIDTH INSIDE ALL EXTERIOR LOT LINES; THOSE REQUIRED FOR UTILITY AND DRAINAGE EASEMENTS SHALL BE TEN (10) FEET IN WIDTH INSIDE ALL EXTERIOR LOT LINES; ADJOINING STREETS AND PRIVATE ROADS OF NON-PUBLIC DEDICATION, INCLUDING PREVIOUSLY APPROVED JOINT PLANNING EASEMENT-TO-

FINAL PLAT OF AMBER VISTA SUBDIVISION

BEING LOCATED ON CLT MAP 129, AND BEING REPRESENTED AS PARCEL 77.02
SITUATED WITHIN THE SIXTH CIVIL DISTRICT OF KNOX COUNTY, TENNESSEE
BEING WITHOUT THE CORPORATE LIMITS OF THE CITY OF KNOXVILLE, TENNESSEE

PLANNING FILE #11-HH-22



OWNERS:
JGL, LLC
2806 DICKENS ST. SUITE 103
SAN DIEGO, CA 92106
(865) 541-5242

NOTES
1. PROPERTIES I.G. IN THE NAMES OF: PARCEL 077.02 - JGL, LLC. RECORDED AS INSTRUMENT #202109060089854 AND IS OF RECORD IN THE REGISTER'S OFFICE OF KNOX COUNTY, TENNESSEE.
2. THE PURPOSE OF THIS PLAT IS TO RESUBDIVIDE A PARCEL TOTALING 25.86± ACRES INTO 81 BUILDABLE LOTS, 4 OPEN SPACE LOTS AND CREATE APPLICABLE EASEMENTS FOR THE DEVELOPMENT OF THE PROPERTY.
3. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY DETERMINATION OR LOCATION OF ANY UNDISCOVERED CONDITIONS NOT VISIBLE AND INCLUDING BUT NOT LIMITED TO, SOILS, GEOLOGICAL CONDITIONS, PHYSICAL DEFECTS AND PIPELINES OR BURIED CABLES AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY THAT MAY ARISE OUT OF THE MAKING OF OR FAILURE TO MAKE SUCH DETERMINATION OR LOCATION OF ANY SUBSURFACE CONDITION. FOR UNDERGROUND UTILITY LOCATIONS, 1-800-351-1111 (TN ONE CALL).
4. IRON PIN CORNER MARKERS AT ALL LOT CORNERS, UNLESS DESIGNATED OTHERWISE.
5. SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X", BEING OUTSIDE THE AREA DESIGNATED AS HAVING A 1% ANNUAL CHANCE OF FLOODING PER THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 47065C0318F, LAST REVISED ON SEPTEMBER 2, AUGUST 2013.
6. SURVEY WAS PREPARED UTILIZING THE MOST RECENT RECORD DOCUMENTS FOR THE SUBJECT AND SURROUNDING PROPERTIES. SURVEY IS SUBJECT TO ANY FINDINGS REVEALED BY AN ACCURATE TITLE SEARCH. NO TITLE SEARCH WAS PROVIDED TO THIS SURVEYOR FOR THE COMPLIANCE OF THIS SURVEY.
7. "TENNESSEE STATE PLANE" NORTH BASED ON TDOT REFERENCE STATION TRIAL BEARING COORDINATES OF N 523463.583, E 1147814.167 DISTANCES HAVE NOT BEEN REDUCED TO GRID DISTANCES. HORIZONTAL DATUM FOR SURVEY SHOWN HEREON IS NAD83.
8. GPS EQUIPMENT WAS USED TO DETERMINE THE POSITION OF CONTROL POINTS ON THE SURVEYED PROPERTY IN ORDER TO ESTABLISH THE BEARING BASIS FOR THE SURVEY. RTK POSITIONAL DATA WAS OBSERVED ON THE DATE(S) 5-15-2015, 6-14-2019 UTILIZING A LEICA MODEL GS16 & GS18, MULTI-FREQUENCY RECEIVER. NORTH BASED ON TDOT REFERENCE STATION TRIAL. WITH A COMBINED SCALED FACTOR OF 0.99994014454184, REFERENCED TO NAD83 (CORS96) (EPOCH 2002), GEOID MODEL SOUTH 03. POSITIONAL QUALITY OF OBSERVED DATA DOES NOT EXCEED H (0.07') AND V (0.12').
9. PROPERTY IS ZONED "PR < 3 DU/AC" (PLANNED RESIDENTIAL ZONE)
FRONT=20'
SIDE=5'
REAR=15'
PERIPHERAL=35'
10. A STANDARD UTILITY AND DRAINAGE EASEMENT SITUATED ALONG LOT LINES IN A SUBDIVISION, SHALL BE DEDICATED TO THE PUBLIC AND TO THE APPROPRIATE UTILITY AGENCIES AS FOLLOWS: THESE RECORDED UTILITY AND DRAINAGE EASEMENTS SHALL BE TEN (10) FEET IN WIDTH INSIDE ALL EXTERIOR LOT LINES ADJOINING STREETS, AND PRIVATE RIGHTS-OF-WAY, INCLUDING PREVIOUSLY APPROVED JOINT PERMANENT EASEMENTS (JPEs). EASEMENTS OF FIVE(5) FEET IN WIDTH SHALL BE PROVIDED ALONG BOTH SIDES OF ALL INTERIOR LOT LINES AND ON THE INSIDE OF ALL OTHER EXTERIOR LOT LINES.
11. ALL LOTS TO HAVE ACCESS TO INTERIOR STREET SYSTEM ONLY.
12. THE FENCE LINE RUNNING ALONG THE SUBJECT PROPERTY LINE AND WEST KNOX UTILITY DISTRICT OF KNOXVILLE, TENNESSEE MEASURES MAXIMUM DISTANCE OF 5.1' AS SHOWN HEREON. IT IS UNDETERMINED WHO IS OWNER OF SAID FENCE.
13. THE FENCE LINE ALONG THE SUBJECT PROPERTY LINE AND ROBERT A. & SHARON UNDERWOOD PROPERTY ENCROACHES ONTO THE SUBJECT PROPERTY 13.3' OVER A TOTAL DISTANCE OF 50.0'
14. THE FENCE LINE ALONG THE NORTHWESTERLY LINE OF THE SUBJECT PROPERTY THAT IS COMMON TO THE RISER PROPERTY LIES WHOLLY ON THE SUBJECT PROPERTY.
15. THE 50' CLOSED DEPRESSION BUFFER AND RIGHT-OF-WAY DEDICATION REPRESENTED HEREON IS REFLECTIVE OF CURRENT KNOXVILLE/KNOX COUNTY PLANNING PRACTICES WHEN PROPERTIES ARE INTRODUCED TO THEIR OFFICE FOR USE-ON-REVIEW OR SUBDIVISION OF PROPERTY. A 5' DRAINAGE EASEMENT EXTENDING OUTSIDE OF THE UPPERMOST CLOSED CONTOUR IS TO BE PLATTED.
16. THE 50' BUFFERS WERE TESTED AND DEEMED BUILDABLE PER THE REPORT PREPARED BY GEOSPHERICS, LLC, TITLED "REPORT OF LIMITED GEOTECHNICAL EXPLORATION, BUTTERMILK ROAD SUBDIVISION, KNOX COUNTY, TENNESSEE" GEOSPHERICS PROJECT NO. 21-19674".
17. FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF THE CONCEPT PLAN AND USE-ON-REVIEW, REFER TO THE KNOXVILLE-KNOX COUNTY PLANNING'S FILES 12-SA-21-C & 12-A-21-UR.
18. TRAVERSABLE ACCESS AND DRAINAGE EASEMENTS ALONG CONSTRUCTED DRAINAGE WAYS TO STORMWATER DETENTION FACILITIES REPRESENTED HEREON IS GRANTED TO KNOX COUNTY, TENNESSEE ALONG ANY AREAS OF THE OPEN SPACE LOTS REPRESENTED HEREON.
19. THIS PLAT INDICATES A PROPERTY BOUNDARY ENCROACHMENT IT HAS NOT BEEN ADDRESSED BY PLAT REVIEWING AGENCIES. OWNERS ARE RESPONSIBLE FOR RESOLVING PROPERTY BOUNDARY CONFLICTS.
20. PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF STORMWATER FACILITIES. THE CONVENANT FOR MAINTENANCE OF STORMWATER FACILITIES IS RECORDED AS INSTRUMENT #
21. PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTAINING COMMON AREAS. THE HOMEOWNER'S ASSOCIATION IS ESTABLISHED AND RECORDED AS INSTRUMENT #
22. NATURAL UNDISTURBED AREAS ARE SUBJECT TO A PROHIBITION OF ANY CLEARING AND GRADING EXCEPT WHAT WOULD BE NEEDED FOR A PASSIVE TRAIL SYSTEM.

CERTIFICATE OF OWNERSHIP AND GENERAL DEDICATION

I, (We), the undersigned owner(s) of the property shown hereon, hereby adopt this as (my, our) plan of subdivision and dedicate the streets as shown to the public use forever and hereby certify that I (I am, we are) the owner(s) in fee simple of the property and no person(s) in fee simple or fee property, and as property owner(s) have an unrestricted right to dedicate right-of-way and/or grant easements as shown on this plat.

Owner(s) Printed Name: JGL LLC
Signature(s): _____ Date: 2/27/2023

CERTIFICATION OF FINAL PLAT - ALL REQUIRED MARKERS, MONUMENTS AND BENCHMARKS TO BE SET UNDER CONSTRUCTION IS CURRENTLY SET

I hereby certify that I am a registered land surveyor licensed to practice surveying under the laws of the State of Tennessee; I further certify that this plat and accompanying drawings, documents, and statements contain, to the best of my knowledge, to all applicable provisions of the Knoxville-Knox County Subdivision Regulations except as has been permitted, modified and (variance) in a report filed with the Planning Commission; and that all monuments, benchmarks and property markers have been placed as shown on this plat. The bond or other security that is posted to guarantee the completion of others and related improvements shall also guarantee the installation of the indicated permanent reference markers and monuments, and benchmarks and property monuments upon completion of the subdivision.

Registered Land Surveyor: Benjamin A. McCrumb
Tennessee License No. 2503 Date: 2/27/2023

CERTIFICATION OF ACCURACY AND ACCURACY OF SURVEY

I hereby certify that this is a category _____ survey and that the precision of the unadjusted survey is not less than 1: 10,000 and that the accuracy of this survey was prepared in accordance with the current standards of practice for Land Surveyors in the State of Tennessee. Land Surveyors-Standards of Practice.

Registered Land Surveyor: Benjamin A. McCrumb
Tennessee License No. 2503 Date: 2/27/2023

CERTIFICATION OF APPROVAL OF PUBLIC SANITARY SEWER AND/OR MAJOR SUBDIVISIONS

This is to certify that the public sanitary sewer system installed or proposed for installation, is in accordance with State and local regulations.

2/27/2023
KUB Authorized Signature Date

CERTIFICATION OF APPROVAL OF PUBLIC WATER SYSTEM - MAJOR SUBDIVISIONS

This is to certify that the public water system installed, or proposed for installation, is in accordance with State and local regulations.

2/27/2023
KUB Authorized Signature Date

TAXES AND ASSESSMENTS

This is to certify that all property taxes and assessments due on this property have been paid.

Knox County Trustee
Signed: 03/06/2023

ZONING

Zoning district(s) in which the land being subdivided is located shall be indicated as shown on the zoning map by the Planning Commission as follows:

Zoning Shown on Official Map: PR < 3 DU/AC
Date: 3/7/23 By:

KNOX COUNTY DEPARTMENT OF ENGINEERING AND PUBLIC WORKS

The Knox County Department of Engineering and Public Works hereby approves this plat on this the 1st day of March, 2023.

Engineering Director: Joe Sharrow
Signature: Jim Snowden by Donna Lucas

GUARANTEE OF COMPLETION OF STREETS AND RELATED IMPROVEMENTS

I, the undersigned, hereby certify that a bond or other security has been posted with the appropriate agency to insure completion of all streets and related improvements including indicated permanent reference markers and monuments, benchmarks and property monuments in this subdivision in accordance with required standards and specifications.

Signed: Date: 03.01.2023
Dept. Knox County Engineering & Public Works Title: Inspector

GUARANTEE OF COMPLETION OF STORMWATER FACILITIES

I, the undersigned, hereby certify that a bond or other security has been posted with the appropriate agency to insure completion and installation of all stormwater facilities as shown on the stormwater plans which were approved the ____ day of ____, 20____.

Signed: Date: 03-01-2023
Dept. Knox County Engineering & Public Works Title: Inspector

ADDRESSING DEPARTMENT CERTIFICATION

I, the undersigned, hereby certify that the subdivision name and all street names conform to the Knoxville/Knox County Street Naming and Addressing Ordinance, the Administrative Rules of the Planning Commission and those regulations.

Signed: Date: 3/7/2023

PLANNING STAFF CERTIFICATION OF APPROVAL FOR RECORDING - FINAL PLAT

This is to certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulation of Knoxville and Knox County and with existing official plans, with the exception of any exceptions and waivers noted on this plat is hereby approved for recording in the office of the Knox County Register of Deeds. Pursuant to Section 13-3-405 of Tennessee Code, Annotated, the approval of this plat by the Planning Commission shall not be deemed to constitute or effect an acceptance by the City of Knoxville or Knox County of the dedication of any street or other ground shown upon the plat.

Signature: 3/7/2023 EK

Nick McBride
Register of Deeds
Knox County

REVISION	DESCRIPTION	DATE
1	ADDRESS KNOX COUNTY PLANNING COMMENTS	02/03/2023

15' SANITARY SEWER EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
SSL1	S 29°49'29" E	130.57'
SSL2	S 29°49'29" E	154.44'
SSL3	N 81°40'52" E	116.26'
SSL4	N 37°29'11" E	113.33'
SSL5	N 86°16'02" E	115.90'
SSL6	S 48°43'08" E	1126.85'

15' SANITARY SEWER EASEMENT CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CH. LENGTH	CH. BEARING	
SSC1	150.00'	16.40'	16.40'	S 67°54'09" E	
SSC2	60.00'	38.04'	37.40'	S 47°56'03" E	
SSC3	100.08'	41.94'	41.63'	S 41°46'55" E	

10' STORM DRAINAGE EASEMENT #1 CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CH.	BEARING
STC1	150.00'	31.39'	31.32'	N 14°24'44" W

10' STORM DRAINAGE EASEMENT #1 LINE TABLE		
LINE	BEARING	DISTANCE
STL1	N 89°10'13" W	87.12'
STL2	N 89°10'13" W	713.45'

10' STORM DRAINAGE EASEMENT #2 LINE TABLE		
LINE	BEARING	DISTANCE
STL3	N 01°45'35" W	25.15'
STL4	S 87°46'28" E	118.43'
STL5	S 78°56'02" E	126.99'
STL6	S 62°59'33" E	133.45'

10' SWALE DRAINAGE EASEMENT #1 LINE TABLE		
LINE	BEARING	DISTANCE
SWL1	S 06°19'05" E	5.10'
SWL2	S 06°19'05" E	24.00'
SWL3	S 17°00'01" E	28.04'
SWL4	S 39°51'04" E	73.96'
SWL5	S 36°59'12" E	19.99'
SWL6	S 72°18'34" E	17.04'
SWL7	S 71°00'27" E	121.66'
SWL8	S 71°30'31" E	120.00'
SWL9	N 51°00'48" E	114.70'
SWL10	S 84°30'01" E	16.50'
SWL11	N 74°51'44" E	14.72'
SWL12	N 59°41'12" E	132.08'
SWL13	N 67°00'16" E	113.70'
SWL14	N 57°17'22" E	126.02'
SWL15	N 67°42'17" E	119.01'
SWL16	S 88°26'40" E	142.10'

10' SWALE DRAINAGE EASEMENT #2 LINE TABLE		
LINE	BEARING	DISTANCE
SWL17	N 68°35'49" W	15.34'
SWL18	N 44°13'34" W	3.08'
SWL19	N 56°29'58" W	20.51'
SWL20	N 47°31'01" W	14.52'
SWL21	N 26°35'48" W	123.67'
SWL22	N 71°16'45" W	7.51'
SWL23	N 56°17'29" W	74.59'
SWL24	N 48°07'33" W	158.25'

10' SWALE DRAINAGE EASEMENT #3 LINE TABLE		
LINE	BEARING	DISTANCE
SWL25	N 42°40'13" E	6.55'
SWL26	N 46°26'16" E	41.17'
SWL27	N 52°29'46" W	141.17'
SWL28	N 57°31'56" W	116.11'
SWL29	N 52°10'16" W	141.17'
SWL30	N 48°23'56" W	180.66'
SWL31	N 42°27'53" W	122.41'
SWL32	N 37°38'19" W	117.62'
SWL33	N 43°55'12" W	109.44'
SWL34	N 35°59'11" W	132.66'
SWL35	N 43°42'03" W	120.72'
SWL36	N 39°44'22" W	102.55'
SWL37	N 45°49'29" W	127.50'

10' SWALE DRAINAGE EASEMENT #4 LINE TABLE		
LINE	BEARING	DISTANCE
SWL38	N 47°57'16" W	21.33'
SWL39	S 07°04'56" E	34.96'
SWL40	S 07°47'27" E	30.53'
SWL41	S 00°10'32" E	39.18'

DETENTION POND EASEMENT #2 LINE TABLE		
LINE	BEARING	DISTANCE
DEL11	S 26°59'30" E	16.24'
DEL12	S 80°21'45" E	25.12'
DEL13	S 63°17'33" E	44.94'
DEL14	S 42°46'17" E	41.05'
DEL15	N 64°54'29" E	13.49'
DEL16	S 43°14'16" E	10.63'
DEL17	S 46°51'32" E	13.50'
DEL18	S 44°42'25" E	46.88'
DEL19	S 35°24'02" E	36.62'
DEL20	S 26°31'30" E	41.30'
DEL21	S 65°18'36" W	44.80'
DEL22	S 7°50'23" W	12.58'
DEL23	S 41°41'47" W	14.45'
DEL24	N 88°52'42" W	37.62'
DEL25	S 58°17'50" W	27.03'
DEL26	S 27°07'46" W	145.30'
DEL27	S 61°13'31" W	11.91'
DEL28	N 25°26'31" W	35.15'
DEL29	N 01°12'01" W	37.19'
DEL30	N 16°25'40" E	16.57'
DEL31	N 00°03'19" E	129.25'
DEL32	N 15°16'00" W	23.14'
DEL33	N 06°22'27" W	21.39'

DETENTION POND EASEMENT #3 LINE TABLE		
LINE	BEARING	DISTANCE
DEL34	N 17°54'56" W	16.21'
DEL35	N 40°48'58" E	27.01'
DEL36	N 55°26'02" E	21.06'
DEL37	N 40°51'04" E	23.96'
DEL38	N 42°17'08" E	21.66'
DEL39	N 10°36'27" E	115.72'
DEL40	N 34°31'36" E	46.11'
DEL41	S 63°21'33" E	46.37'
DEL42	S 45°09'00" E	14.58'
DEL43	S 04°47'09" W	10.27'
DEL44	S 30°33'41" W	46.37'
DEL45	S 10°34'50" E	46.31'
DEL46	S 40°03'20" E	132.16'
DEL47	S 19°10'48" E	24.86'
DEL48	S 80°22'52" E	121.19'
DEL49	S 65°24'17" W	38.47'
DEL50	N 65°41'36" W	32.35'
DEL51	N 65°51'21" W	141.96'
DEL52	N 63°05'03" W	117.80'
DEL53	N 75°57'44" W	118.97'
DEL54	N 71°33'34" W	72.43'

DETENTION POND EASEMENT #1 CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CH.	LENGTH	CH. BEARING
DEC1	150.24'	53.93'	52.68'	N 30°54'41" E	
DEC2	43.91'	71.82'	21.81'	N 14°41'45" E	

DETENTION POND EASEMENT #1 LINE TABLE		
LINE	BEARING	DISTANCE
DEL1	N 54°26'07" W	63.06'
DEL2	N 12°56'14" E	36.12'
DEL3	N 65°26'27" E	48.22'
DEL4	N 38°18'56" E	32.92'
DEL5	N 42°40'12" E	12.90'
DEL6	N 43°30'17" E	29.14'
DEL7	S 53°06'07" E	40.28'
DEL8	N 89°22'05" E	16.80'
DEL9	S 08°43'07" E	42.17'
DEL10	S 57°39'17" W	20.53'

10' STORM DRAINAGE EASEMENT #3 LINE TABLE		
LINE	BEARING	DISTANCE
STL7	N 17°27'30" W	21.97'
STL8	N 39°06'36" E	28.30'
STL81	N 42°00'09" W	102.96'
STL10	S 42°00'09" E	6.88'

10' STORM DRAINAGE EASEMENT #4 LINE TABLE		
LINE	BEARING	DISTANCE
STL11	S 54°29'07" E	15.81'
STL12	S 37°19'43" W	48.49'

DATE:	17 NOVEMBER 2022
SCALE:	1" = 80'
DRAWN BY:	LCAS
FILE NAME:	21225-SD-NEW
BM PROJECT NO.:	21225

FINAL PLAT

SHEET 2 of 2

BENCHMARK ASSOCIATES, INC.
Land Planners ◆ Land Surveyors
10908 Hardin Valley Road, Knoxville, Tennessee 37932
Phone (865) 691-4090, Facsimile (865) 992-4091

FINAL PLAT OF AMBER VISTA SUBDIVISION
BUTTERMILK ROAD
KNOXVILLE, TENNESSEE 37932

1832 BENCHMARK ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE LOANED, COPIED, REPRODUCED, TRANSFERRED TO MAGNETIC MEDIA OR USED IN ANY WAY AND IS MAINTAINED AS AN INSTRUMENT OF SERVICE AND SHALL REMAIN ALL COMMON LAW, STATUTORY, AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT.

Knox County Tennessee Road Acceptance

Name of Subdivision: Dorchester Subdivision
Developer: Mesana Investments, LLC
Commission District 6
Inspector: Duane Nielsen
Date: June 16, 2025

Name of Road	Length of Road	Resurfacing w/Profile Mill Included in Cost
Night Time Drive	3300 LF	$116,475.15
Grey Flannel Lane	308 LF	$11,176.50
	Miles 0.68	Total $127,651.65

Knox County Engineering is recommending the acceptance of the right-of-way along the above streets as shown on the recorded plat instrument number 202306080065856, and any ROW that may have been dedicated along Carpenter Road.

New Road Checklist:

Name of Subdivision: Dorchester Subdivision
Inspector: Cody Parker
Date Surfaced: June, 2023

- ✓ Curbs are backfilled
- ✓ Correct signs have been installed per the MUTCD manual
  - Street signs
  - Stop signs
  - Speed limits signs
  - Children at play signs
  - No Outlet signs if applicable
  - Street is free of standing water
- ✓ Sidewalks are located within the ROW

  Bridge(s) spanning 20' or more located within this road section
  - If yes, provide a brief description:

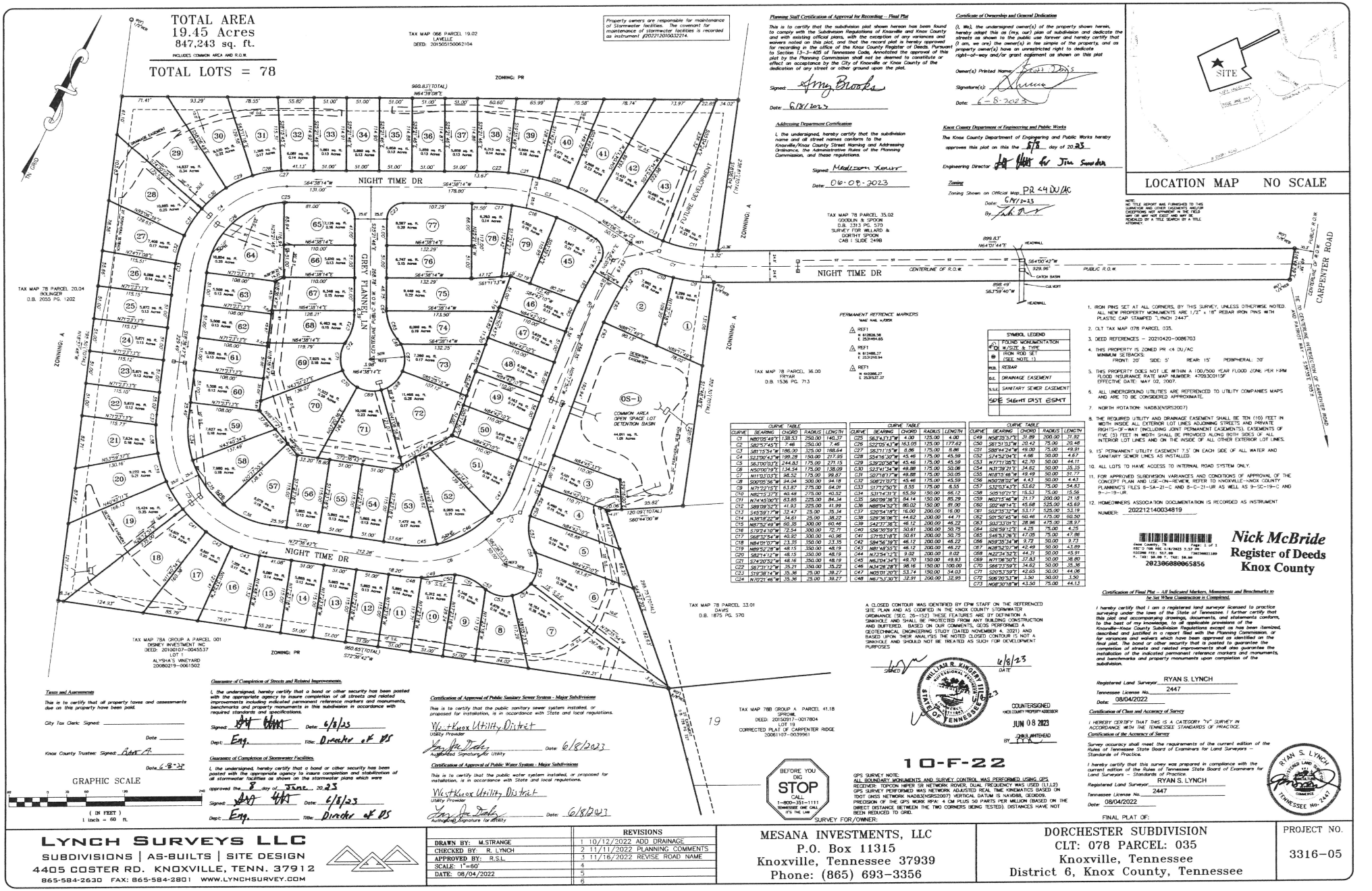
_____

_____

- EPW file # 123-014

Recommended for road acceptance: Yes

Land Development Construction Inspector	Date: 6/16/2025
Construction Services Supervisor	Date: 6/17/2025



CURVE TABLE				
CURVE	BEARING	CHORD	RADIUS	LENGTH
C1	N80°05'49"E	138.53	250.00	140.37
C2	S82°57'45"E	7.46	250.00	7.46
C3	S81°15'54"E	186.30	325.00	188.64
C4	S32°00'43"W	199.28	150.00	217.95
C5	S61°00'03"E	244.83	175.00	271.15
C6	N50°00'19"E	134.54	175.00	138.09
C7	N11°03'03"E	98.52	175.00	99.87
C8	S30°05'56"W	94.04	300.00	94.18
C9	N79°22'15"E	63.87	275.00	64.01
C10	N85°12'37"E	40.48	275.00	40.52
C11	N74°45'00"E	63.85	225.00	64.34
C12	S89°09'52"E	41.93	225.00	41.99
C13	S45°59'17"W	32.47	25.00	35.34
C14	N36°18'22"W	34.61	25.00	38.22
C15	N85°52'49"W	60.35	300.00	60.46
C16	S79°24'10"W	72.54	300.00	72.71
C17	S68°12'54"W	40.22	300.00	40.26
C18	N84°01'07"W	23.15	350.00	23.15
C19	N89°52'28"W	48.15	350.00	48.19
C20	S82°14'12"W	48.15	350.00	48.19
C21	S74°20'52"W	48.16	350.00	48.19
C22	S67°31'12"W	15.21	350.00	15.22
C23	S59°38'14"W	35.36	25.00	39.27
C24	N70°21'46"W	35.36	25.00	39.27

CURVE TABLE				
CURVE	BEARING	CHORD	RADIUS	LENGTH
C25	S63°43'13"W	4.00	125.00	4.00
C26	S22°25'43"W	163.05	125.00	177.62
C27	S8°21'15"W	8.86	175.00	8.86
C28	S54°16'30"W	45.46	175.00	45.59
C29	S39°20'08"W	45.46	175.00	45.59
C30	S23°41'34"W	49.88	175.00	50.08
C31	S07°18'17"W	49.88	175.00	50.05
C32	S08°21'07"E	45.46	175.00	45.59
C33	S17°25'50"E	8.55	175.00	8.55
C34	S31°14'31"E	65.59	150.00	66.12
C35	S60°09'36"E	84.14	150.00	85.29
C36	N88°04'52"E	80.02	150.00	81.00
C37	S20°54'18"E	16.00	200.00	16.00
C38	S29°36'08"E	44.62	200.00	44.71
C39	S42°37'38"E	46.12	200.00	46.22
C40	S56°30'39"E	50.61	200.00	50.75
C41	S71°37'19"E	50.61	200.00	50.75
C42	S84°56'39"E	46.12	200.00	46.22
C43	N81°40'55"E	46.12	200.00	46.22
C44	N73°54'12"E	9.02	200.00	9.02
C45	N65°04'34"E	48.70	150.00	49.93
C46	N34°28'28"E	98.16	150.00	100.00
C47	N05°01'20"E	53.74	150.00	54.03
C48	N67°53'30"E	32.91	200.00	32.95

CURVE TABLE				
CURVE	BEARING	CHORD	RADIUS	LENGTH
C49	N56°35'57"E	31.89	200.00	31.92
C50	S81°31'03"W	20.42	75.00	20.46
C51	S88°14'24"W	49.09	75.00	49.91
C52	S74°52'04"E	4.66	50.00	4.67
C53	N77°11'06"E	42.70	50.00	44.11
C54	N31°38'21"E	34.62	50.00	35.35
C55	N18°15'46"W	49.49	50.00	51.77
C56	N50°28'32"W	4.43	50.00	4.47
C57	S32°03'43"E	53.62	75.00	54.83
C58	S05°10'21"E	15.53	75.00	15.56
C59	N02°15'46"W	21.17	200.00	21.18
C60	S82°44'14"E	46.68	525.00	45.69
C61	S02°35'32"W	53.17	525.00	53.19
C62	S01°50'45"W	50.46	475.00	50.50
C63	S03°35'09"E	28.96	475.00	28.97
C64	S26°59'12"E	4.25	75.00	4.25
C65	S46°53'39"E	47.05	75.00	47.86
C66	N59°35'34"W	9.72	50.00	9.73
C67	N28°52'07"W	42.49	50.00	43.89
C68	N22°34'52"E	44.31	50.00	45.91
C69	N71°06'50"E	37.83	50.00	38.80
C70	S86°27'59"E	34.62	50.00	35.36
C71	S20°53'59"E	42.65	50.00	44.08
C72	S08°20'53"W	1.50	50.00	1.50
C73	N08°30'18"W	43.50	75.00	44.13

Taxes and Assessments

This is to certify that all property taxes and assessments due on this property have been paid.

City Tax Clerk: Signed: _____ Date _____

Knox County Trustee: Signed: Date 6-8-23

Guarantee of Completion of Streets and Related Improvements.

I, the undersigned, hereby certify that a bond or other security has been posted with the appropriate agency to insure completion of all streets and related improvements including indicated permanent reference markers and monuments, benchmarks and property monuments in this subdivision in accordance with required standards and specifications.

Signed: Date: 6/8/23

Dept: Eng. Title: Director of PS

Guarantee of Completion of Stormwater Facilities.

I, the undersigned, hereby certify that a bond or other security has been posted with the appropriate agency to insure completion and stabilization of all stormwater facilities as shown on the stormwater plans which were approved the 8 day of June, 2023

Signed: Date: 6/8/23

Dept: Eng. Title: Director of PS

Certification of Approval of Public Sanitary Sewer System - Major Subdivisions

This is to certify that the public sanitary sewer system installed, or proposed for installation, is in accordance with State and local regulations.

West Knox Utility District
Utility Provider

Authorized Signature for Utility Date: 6/8/2023

Certification of Approval of Public Water System - Major Subdivisions

This is to certify that the public water system installed, or proposed for installation, is in accordance with State and local regulations.

West Knox Utility District
Utility Provider

Authorized Signature for Utility Date: 6/8/2023

Planning Staff Certification of Approval for Recording – Final Plat

This is to certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations of Knoxville and Knox County and with existing official plans, with the exception of any variances and waivers noted on this plat, and that the record plat is hereby approved for recording in the office of the Knox County Register of Deeds. Pursuant to Section 13-3-405 of Tennessee Code, Annotated the approval of this plat by the Planning Commission shall not be deemed to constitute or effect an acceptance by the City of Knoxville or Knox County of the dedication of any street or other ground upon the plat.

Signed: Amy Brooks

Date: 6/8/2023

Addressing Department Certification

I, the undersigned, hereby certify that the subdivision name and all street names conform to the Knoxville/Knox County Street Naming and Addressing Ordinance, the Administrative Rules of the Planning Commission, and these regulations.

Signed: Madison Kerr

Date: 06-08-2023

Certificate of Ownership and General Dedication

I, (We), the undersigned owner(s) of the property shown herein, hereby adopt this as (my, our) plan of subdivision and dedicate the streets as shown to the public use forever and hereby certify that I (am, we are) the owner(s) in fee simple of the property, and as property owner(s) have an unrestricted right to dedicate right-of-way and/or grant easement as shown on this plat

Owner(s) Printed Name: Kevin Davis

Signature(s):

Date: 6-8-2023

Knox County Department of Engineering and Public Works

The Knox County Department of Engineering and Public Works hereby approves this plat on this the 8th day of June, 2023

Engineering Director Jim Snyder

Zoning

Zoning Shown on Official Map: PR <4 DU/AC

Date: 6/8/2023

By:

Final Plat of Dorchester Subdivision

Certification of Final Plat – All Indicated Markers, Monuments and Benchmarks to be Set When Construction is Completed.

I hereby certify that I am a registered land surveyor licensed to practice surveying under the laws of the State of Tennessee. I further certify that this plat and accompanying drawings, documents, and statements conform, to the best of my knowledge, to all applicable provisions of the Knoxville-Knox County Subdivision Regulations except as has been itemized, described and justified in a report filed with the Planning Commission, or for variances and waivers which have been approved as identified on the final plat. The bond or other security that is posted to guarantee the completion of streets and related improvements shall also guarantee the installation of the indicated permanent reference markers and monuments, and benchmarks and property monuments upon completion of the subdivision.

Registered Land Surveyor: RYAN S. LYNCH

Tennessee License No.: 2447

Date: 08/04/2022

Certification of Class and Accuracy of Survey

I HEREBY CERTIFY THAT THIS IS A CATEGORY "V" SURVEY IN ACCORDANCE WITH THE TENNESSEE STANDARDS OF PRACTICE.

Certification of the Accuracy of Survey

Survey accuracy shall meet the requirements of the current edition of the Rules of Tennessee State Board of Examiners for Land Surveyors – Standards of Practice.

I hereby certify that this survey was prepared in compliance with the current edition of the Rules of Tennessee State Board of Examiners for Land Surveyors – Standards of Practice.

Registered Land Surveyor: RYAN S. LYNCH

Tennessee License No.: 2447

Date: 08/04/2022

RYAN S. LYNCH
LICENSED LAND SURVEYOR
STATE OF TENNESSEE
No. 2447

FINAL PLAT OF:

LYNCH SURVEYS LLC
SUBDIVISIONS | AS-BUILTS | SITE DESIGN
4405 COSTER RD. KNOXVILLE, TENN. 37912
865-584-2630 FAX: 865-584-2801 WWW.LYNCHSURVEY.COM

REVISIONS	
1	10/12/2022 ADD DRAINAGE
2	11/11/2022 PLANNING COMMENTS
3	11/16/2022 REVISE ROAD NAME
4	
5	
6	

DRAWN BY: M.STRANGE
CHECKED BY: R. LYNCH
APPROVED BY: R.S.L.
SCALE: 1"=60'
DATE: 08/04/2022

MESANA INVESTMENTS, LLC
P.O. Box 11315
Knoxville, Tennessee 37939
Phone: (865) 693-3356

DORCHESTER SUBDIVISION
CLT: 078 PARCEL: 035
Knoxville, Tennessee
District 6, Knox County, Tennessee

PROJECT NO.
3316-05

ENGINEERING & PUBLIC WORKS

Codes Enforcement · Fleet Services · Operations · Development Services · Solid Waste · Strategic Planning

Knox County Tennessee Road Acceptance

Name of Subdivision: Hunters Glen
Developer: S & E Properties
Commission District: 4
Inspector: Jeff Primm
Date: February 26, 2025

Name of Road	Length of Road	Resurfacing w/Profile Mill Included in Cost
Sunscape Lane	144 LF	$5,082.55
Bronze Lane	1,125 LF	$39707.44
	Total Miles 0.24	Total $44,789.99

Knox County Engineering is recommending the acceptance of the right-of-way along the above streets as shown on the recorded plat instrument number 202202020060223.

205 West Baxter Avenue · Knoxville, TN 37917 · 865-215-5800

ENGINEERING & PUBLIC WORKS

Codes Enforcement · Fleet Services · Operations · Development Services · Solid Waste · Strategic Planning

New Road Checklist:

Name of Subdivision: Hunters Glen
Inspector: Cody Parker
Date Surfaced: December 13, 2021

- ✓ Curbs are backfilled
- ✓ Correct signs have been installed per the MUTCD manual
- ✓ Street signs
  - ✓ Stop signs
  - ✓ Speed limits signs
  - ✓ Children at play signs
  - ✓ No Outlet signs if applicable
  - ✓ Street is free of standing water
- Sidewalks are located within the ROW – Knox County is not accepting the sidewalks. Sidewalks were not a requirement of the approved plans.
- ☐ Bridge(s) spanning 20' or more located within this road section
  - If yes, provide a brief description:

_____

_____

  - EPW file # 121-022

Recommended for road acceptance: Yes

Land Development Construction Inspector	Date: 2/28/2025
Development Services Director	Date: 2/27/25

TOTAL AREA
10.45 acres
455,024 sq. ft.
(INCLUDING R.O.W. & OPEN SPACE LOTS)
TOTAL LOTS: 36
TOTAL BUILDING LOTS: 34

PROPERTY ASSESSOR DATE

Zoning
Zoning Shown on Official Map: PR
Date: 2/2/2022
By: Sherry Pickering

Addressing Department Certification
I, the undersigned, hereby certify that the subdivision name and all street names conform to the Knoxville/Knox County Street Naming and Addressing Ordinance, the Administrative Rules of the Planning Commission, and these regulations.
Signed: Donna Hill
Date: 2/21/2022

Taxes and Assessments
This is to certify that all property taxes and assessments due on this property have been paid.
City Tax Clerk: Signed: _____ Date _____
Knox County Trustee: Signed: D. SHOUSE Date: Jan 28, 2022

Planning Staff Certification of Approval for Recording – Final Plat
This is to certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations of Knoxville and Knox County and with existing official plans, with the exception of any variances and waivers noted on this plat, and that the record plat is hereby approved for recording in the office of the Knox County Register of Deeds. Pursuant to Section 13-3-405 of Tennessee Code, Annotated the approval of this plat by the Planning Commission shall not be deemed to constitute or effect an acceptance by the City of Knoxville or Knox County of the dedication of any street or other ground upon the plat.
Signed: Amy Brooks
Date: 2/2/22

Guarantee of Completion of Streets and Related Improvements.
I, the undersigned, hereby certify that a bond or other security has been posted with the appropriate agency to insure completion of all streets and related improvements including indicated permanent reference markers and monuments, benchmarks and property monuments in this subdivision in accordance with required standards and specifications.
Signed: Lee LaCamera Date: Jan 29, 2022
Dept: IEPW Title: DE

Guarantee of Completion of Stormwater Facilities.
I, the undersigned, hereby certify that a bond or other security has been posted with the appropriate agency to insure completion and stabilization of all stormwater facilities as shown on the stormwater plans which were approved the _____ day of _____, 20__1/27/
Signed: Lee LaCamera Date: Jan 29, 2022
Dept: EPW Title: DE

LEGEND	
○	FOUND MONUMENTATION (MIN. SIZE AND TYPE)
SPS	SPIKE SPIKE / COMMUNITY LOT
□	CATCH BASIN
○	MANHOLE/OUTLET STRUCTURE OR JUNCTION BOX
J	MAILBOX/ML

Certificate of Ownership and General Dedication
(I, We), the undersigned owner(s) of the property shown herein, hereby adopt this as (my, our) plan of subdivision and dedicate the streets as shown to the public use forever and hereby certify that (I am, we are) the owner(s) in fee simple of the property, and as property owner(s) have an unrestricted right to dedicate right-of-way and/or grant easement as shown on this plat
Owner(s) Printed Name: g. scott smith
Signature(s): g. scott smith
Date: Jan 28, 2022

STORMWATER EASEMENT CURVE TABLE				
CURVE	BEARING	CHORD	RADIUS	LENGTH
C49	N31°44'58"W	28.55	25.00	27.99

STORMWATER EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L5	S62°46'36"E	213.74
L6	N26°10'38"E	117.31

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S61°20'08"E	24.72
L2	N23°52'24"E	18.87
L3	S29°28'14"E	21.98
L4	S10°53'12"W	21.39

Property owners are responsible for maintenance of Stormwater facilities. The covenant for maintenance of stormwater facilities is recorded as instrument #202009130052277.

APPROVED VARIANCES AND ALTERNATIVE DESIGN STANDARDS:
VARIANCE:
1. REDUCTION OF INTERSECTION SPACING ON S. NORTHSHORE DRIVE BETWEEN BRANTON BLVD AND ROAD A FROM 400' TO 201'.
ALTERNATIVE DESIGN STANDARDS:
1. HORIZONTAL CURVE FROM 250' TO 200', STATION 4+00 ROAD A
2. HORIZONTAL CURVE FROM 250' TO 175', STATION 9+00 ROAD A
3. REDUCE RIGHT-OF-WAY WIDTH FROM 50ft TO 40ft
4. HORIZONTAL CURVE FROM 250' TO 175', STATION 11+50 ROAD A
5. HORIZONTAL CURVE FROM 250' TO 200', STATION 13+25 ROAD A

1. IRON PINS SET AT ALL CORNERS, BY THIS SURVEY, UNLESS OTHERWISE NOTED. ALL NEW PROPERTY MONUMENTS ARE 1/2" x 18" REBAR IRON PINS WITH PLASTIC CAP STAMPED "LYNCH 2447".
2. CLT TAX MAP 133N GROUP "D" PART OF PARCEL 001.
3. DEED REFERENCES – 20210126-0060418
4. THIS PROPERTY IS ZONED PR
MINIMUM SETBACKS:
FRONT: 20'
SIDE: 5'
REAR: 15'
PERIPHERAL: 25'
5. THIS PROPERTY DOES NOT LIE WITHIN A 100/500 YEAR FLOOD ZONE PER FIRM FLOOD INSURANCE RATE MAP NUMBER: 47093C0268E & 47093C0269F EFFECTIVE DATE: MAY 02, 2007
6. ALL UNDERGROUND UTILITIES ARE REFERENCED TO UTILITY COMPANIES MAPS AND ARE TO BE CONSIDERED APPROXIMATE.
7. NORTH ROTATION: NAD83(NSRS2007)
8. THE REQUIRED UTILITY AND DRAINAGE EASEMENT SHALL BE TEN (10) FEET IN WIDTH INSIDE ALL EXTERIOR LOT LINES ADJOINING STREETS AND PRIVATE RIGHTS-OF-WAY (INCLUDING JOINT PERMANENT EASEMENTS). EASEMENTS OF FIVE (5) FEET IN WIDTH SHALL BE PROVIDED ALONG BOTH SIDES OF ALL INTERIOR LOT LINES AND ON THE INSIDE OF ALL OTHER EXTERIOR LOT LINES. THESE EASEMENTS ARE NOT REQUIRED ALONG SPECIFIC LOT LINES FOR PROPERTY THAT IS ZONED TO ALLOW LESS THAN A FIVE (5) FOOT BUILDING SETBACK AND SHALL BE CLEARLY NOTED ON THE FINAL PLAT.
9. 15' PERMANENT UTILITY EASEMENT 7.5' ON EACH SIDE OF ALL WATER AND SANITARY SEWER LINES AS INSTALLED. SEE PUD DEED: 200908100011396
10. ALL LOTS TO HAVE ACCESS TO INTERIOR ROAD SYSTEM ONLY
11. FOR CONDITIONS OF APPROVAL REFER TO THE CONCEPT/USE ON REVIEW PLANS: 8-SF-20-C & 8-J-20-UR.
12. PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTAINING COMMON AREAS. THE HOMEOWNERS ASSOCIATION IS ESTABLISHED AND RECORDED AS INSTRUMENT NUMBER: 20220202 0060272

LOCATION MAP NO SCALE

CURVE TABLE				
CURVE	BEARING	CHORD	RADIUS	LENGTH
C1	N47°37'14"W	111.57	200.00	113.07
C2	S64°55'00"E	275.88	250.00	292.24
C3	N81°17'23"W	103.00	175.00	104.55
C4	S37°33'38"W	154.71	2002.18	154.75
C5	S41°22'20"W	111.63	2002.18	111.64
C6	S44°20'31"W	95.92	2002.18	95.93
C7	S47°08'12"W	99.38	2002.18	99.39
C8	S29°03'15"E	40.84	25.00	47.79
C9	S79°34'24"W	29.81	25.00	31.94
C10	N61°14'41"W	19.79	220.00	19.80
C11	N51°38'26"W	53.82	220.00	53.98
C12	N58°01'19"W	50.53	220.00	50.63
C13	S31°35'17"E	17.37	230.00	17.38
C14	S47°49'10"E	96.12	230.00	96.84
C15	S75°57'19"E	96.22	230.00	96.94
C16	N88°46'58"E	57.56	230.00	57.71
C17	S86°36'19"W	30.67	195.00	30.70
C18	N81°25'48"W	53.97	195.00	54.14
C19	N68°49'50"W	31.62	195.00	31.66
C20	S76°17'37"E	31.48	25.00	31.71
C21	N29°44'37"W	21.91	50.00	22.09
C22	N35°56'10"W	45.63	50.00	47.39
C23	N05°45'32"E	25.11	50.00	25.39
C24	N58°36'48"E	32.02	50.00	32.60
C25	N81°19'36"E	40.15	50.00	41.31

CURVE TABLE				
CURVE	BEARING	CHORD	RADIUS	LENGTH
C26	S43°16'49"E	52.53	50.00	55.31
C27	N22°35'52"W	27.87	75.00	28.03
C28	N48°36'22"W	40.26	75.00	40.76
C29	N80°10'04"W	85.41	155.00	86.53
C30	S82°43'01"W	6.07	155.00	6.07
C31	N81°46'14"E	1.66	270.00	1.66
C32	N87°45'42"E	54.71	270.00	54.81
C33	S80°36'27"E	54.71	270.00	54.81
C34	S68°56'36"E	54.71	270.00	54.81
C35	S57°20'45"E	54.71	270.00	54.81
C36	S46°10'10"E	50.93	270.00	51.00
C37	S36°04'00"E	43.67	270.00	43.72
C38	N38°49'44"W	46.36	180.00	46.49
C39	N50°01'34"W	55.06	180.00	55.27
C40	S65°32'33"W	38.66	25.00	44.19
C41	S00°16'29"W	37.89	75.00	38.31
C42	N14°40'27"E	48.53	50.00	50.67
C43	N67°31'32"E	40.38	50.00	41.57
C44	S65°32'33"E	39.52	50.00	40.63
C45	S13°34'40"E	48.51	50.00	50.65
C46	S41°13'36"W	42.87	50.00	44.31
C47	N52°04'47"E	37.89	75.00	38.31
C48	N13°11'18"W	38.66	25.00	44.19

Certification of Approval of Public Sanitary Sewer System - Major Subdivisions
This is to certify that the public sanitary sewer system installed, or proposed for installation, is in accordance with State and local regulations.
FUD Knox Co
Utility Provider
Christina Heise Feb 2, 2022
Authorized Signature for Utility Date:

Certification of Approval of Public Water System - Major Subdivisions
This is to certify that the public water system installed, or proposed for installation, is in accordance with State and local regulations.
FUD Knox Co
Utility Provider
Christina Heise Feb 2, 2022
Authorized Signature for Utility Date:

Knox County Department of Engineering and Public Works
The Knox County Department of Engineering and Public Works hereby approves this plat on this the _____ day of 20 Jan 29, 2022
Engineering Director: Lee LaCamera

Certification of Final Plat – All Indicated Markers, Monuments and Benchmarks to be Set When Construction is Completed.
I hereby certify that I am a registered land surveyor licensed to practice surveying under the laws of the State of Tennessee. I further certify that this plat and accompanying drawings, documents, and statements conform, to the best of my knowledge, to all applicable provisions of the Knoxville–Knox County Subdivision Regulations except as has been itemized, described and justified in a report filed with the Planning Commission, or for variances and waivers which have been approved as identified on the final plat. The bond or other security that is posted to guarantee the completion of streets and related improvements shall also guarantee the installation of the indicated permanent reference markers and monuments, and benchmarks and property monuments upon completion of the subdivision.
Registered Land Surveyor: RYAN S. LYNCH
Tennessee License No.: 2447
Date: 01/26/2022

Certification of Class and Accuracy of Survey
I HEREBY CERTIFY THAT THIS IS A CATEGORY "IV" SURVEY IN ACCORDANCE WITH THE TENNESSEE STANDARDS OF PRACTICE.
Certification of the Accuracy of Survey
Survey accuracy shall meet the requirements of the current edition of the Rules of Tennessee State Board of Examiners for Land Surveyors – Standards of Practice.
I hereby certify that this survey was prepared in compliance with the current edition of the Rules of Tennessee State Board of Examiners for Land Surveyors – Standards of Practice.
Registered Land Surveyor: RYAN S. LYNCH
Tennessee License No.: 2447
Date: 01/26/2022

FINAL PLAT OF:

Nick McBride
Register of Deeds
Knox County
Knox County, TN
REC'D FOR REC 2/3/2022 2:42 PM
RECORD FEE: $17.00
M. TAX: $0.00 T. TAX: $0.00
T20220006482
2022020200060223

BEFORE YOU DIG STOP CALL 1-800-351-1111 TENNESSEE ONE CALL IT'S THE LAW

The First Utility District of Knox County, Tennessee, does hereby release and terminate the permanent utility easement set out in DB 2122 / PG 48 dated August 23, 1993, and recorded as Instrument No. 199310270047521, in the Knox County Register's Office, and said easement is now null and void and longer of any effect.

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft

GPS SURVEY NOTE:
ALL BOUNDARY MONUMENTS AND SURVEY CONTROL WAS PERFORMED USING GPS RECEIVER: TOPCON HIPER SR NETWORK ROVER, DUAL FREQUENCY WAS USED (L1,L2) GPS SURVEY PERFORMED WAS NETWORK ADJUSTED REAL TIME KINEMATICS BASED ON TDOT GNSS NETWORK NAD83(NSRS2007) VERTICAL DATUM IS NAVD88, GEOID09. PRECISION OF THE GPS WORK RPA: 4 CM PLUS 50 PARTS PER MILLION (BASED ON THE DIRECT DISTANCE BETWEEN THE TWO CORNERS BEING TESTED). DISTANCES HAVE NOT BEEN REDUCED TO GRID.

NOTE: NO TITLE REPORT WAS FURNISHED TO THIS SURVEYOR AND OTHER EASEMENTS AND/OR ENCUMBRANCES NOT APPARENT IN THE FIELD MAY OR MAY NOT EXIST AND MAY BE REVEALED BY A TITLE SEARCH BY A TITLE ATTORNEY.

PS: 12-U-21

SURVEY FOR:
S & E PROPERTIES
405 Montbrook Lane
Knoxville, Tennessee 37919
Phone: (865) 454-3727

Hunters Glen
CLT 133N D 001
Knoxville, Tennessee
District 6, Knox County, Tennessee

PROJECT NO.
4333

LYNCH SURVEYS LLC
SUBDIVISIONS | AS-BUILTS | SITE DESIGN
4405 COSTER RD. KNOXVILLE, TENN. 37912
865-584-2630 FAX: 865-584-2801 WWW.LYNCHSURVEY.COM

REVISIONS	
1	
2	
3	
4	
5	
6	

DRAWN BY: M.STRANGE
CHECKED BY: R. LYNCH
APPROVED BY: R.S.L.
SCALE: 1"=50'
DATE: 7/29/2021

This Instrument Prepared by:
R. Scott Pearson, Attorney
The Pearson Law Firm, PLLC
8904 Sony Lane
Knoxville, Tennessee 37923

Nick McBride
Register of Deeds
Knox County

AMENDMENT TO DECLARATION OF RESTRICTIONS FOR HUNTERS GLEN SUBDIVISION

THIS AMENDMENT TO DECLARATION OF RESTRICTIONS (Amendment) is made and entered into as of the 27th day of May, 2025, by **S & E PROPERTIES, LLC, a Tennessee Limited Liability Company** (hereinafter referred to as "Developer"), and **NS PARTNERS, LLC, a Tennessee Limited Liability Company** (hereinafter referred to as "Builder").

WITNESSETH:

WHEREAS, Developer acquired certain property by Warranty Deed, dated January 22, 2021, recorded January 26, 2021, and of record in Instrument No. 202101260060418, in the Register's Office for Knox County, Tennessee; and

WHEREAS, Developer developed certain property known and designated as Hunters Glen Subdivision, as shown by map of the same of record in Instrument No. 202202020060223, in the Register's Office for Knox County, Tennessee; and

WHEREAS, Developer developed certain property known and designated as Phase 2 of Hunters Glen Subdivision, as shown by map of the same of record in Instrument No. 202401310036791, in the Register's Office for Knox County, Tennessee; and

WHEREAS, Developer caused to have recorded certain Declaration of Covenants and Restrictions for Hunters Glen Subdivision, dated January 22, 2022, recorded February 2, 2022, and of record in Instrument No. 202202020060222, in the Register's Office for Knox County, Tennessee; and

WHEREAS, Developer caused to have recorded certain Declaration of Restrictions for Hunters Glen Subdivision, Phase 2 (Annexation Agreement), dated September 8, 2024, recorded September 20, 2024, and of record in Instrument No. 202409200016237, in the Register's Office for Knox County, Tennessee; and

WHEREAS, certain lots in Hunters Glen Subdivision, as shown on the above-referenced plats, contain sidewalks for the common use and enjoyment of all lot owners of said subdivision, which are located on certain lots, and which are considered to be private property and not public property; and

Knox County, TN Page: 1 of 5
REC'D FOR REC 5/27/2025 2:03 PM
RECORD FEE: $29.00 T20250019589
M. TAX: $0.00 T. TAX: $0.00
202505270062311

WHEREAS, Developer now desires to amend said Restrictive Covenants to provide for certain obligations of the Hunters Glen Homeowners Association, Inc. (HOA) regarding the obligation of maintenance of said sidewalks, as further stated herein; and

NOW THEREFORE, in consideration of the premises and mutual benefits to be derived by all parties concerned, the said Developer does hereby covenant and agree that any and all sidewalks located on any lot in Hunters Glen Subdivision, as shown by map of the same of record in Instrument No. 202202020060223, and map of the same of record in Instrument No. 202401310036791, shall be maintained by said HOA, and not by Knox County, Tennessee. It is the responsibility of said HOA to ensure that all sidewalks are traversable and safe for pedestrian use. Further all lot owners shall be granted an easement of pedestrian access for the common, reasonable use and enjoyment of said sidewalks in said subdivision. This Amendment shall be running with the land and shall be binding upon all subsequent owners of lots in Hunters Glen Subdivision, and shall inure to the benefit of all owners of said lots in said subdivision. NS Partners, LLC, a Tennessee Limited Liability Company, is joining in this Amended Declaration of Restrictions for the purpose of affirming and lending consent, as Builder.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first above written.

SIGNATURE PAGES TO FOLLOW:

S & E PROPERTIES, LLC,
a Tennessee Limited Liability Company

By: G. SCOTT SMITH, MEMBER

STATE OF TENNESSEE

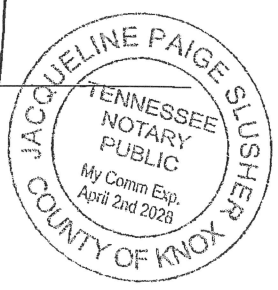
COUNTY OF KNOX

Before me, a Notary Public, in and for the above-mentioned State and County, personally appeared G. SCOTT SMITH, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be a MEMBER of **S & E PROPERTIES, LLC, a Tennessee Limited Liability Company,** the within named bargainor, and that G. SCOTT SMITH, as such MEMBER, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the bargainor, as such MEMBER.

WITNESS my hand and official seal, this the 27th day of May, 2025.

Notary Public

My commission expires: _____



NS PARTNERS, LLC,
a Tennessee Limited Liability Company

By: G. SCOTT SMITH, PRESIDENT

STATE OF TENNESSEE

COUNTY OF KNOX

Before me, a Notary Public, in and for the above-mentioned State and County, personally appeared G. SCOTT SMITH, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be a PRESIDENT of **NS PARTNERS, LLC, a Tennessee Limited Liability Company,** the within named bargainor, and that G. SCOTT SMITH, as such PRESIDENT, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the bargainor, as such PRESIDENT.

WITNESS my hand and official seal, this the 27th day of May, 2025.

Notary Public

My commission expires: _____

JACQUELINE PAIGE SLUSHER
TENNESSEE NOTARY PUBLIC
My Comm Exp. April 2nd 2028
COUNTY OF KNOX

CERTIFICATE OF AUTHENTICY
(True Copy Certification)

I, R. Scott Pearson, do hereby make oath that I am a licensed attorney and / or custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 27 day of May, 2025

5/27/25
R. Scott Pearson, Attorney

STATE OF TENNESSEE
COUNTY OF KNOX

Sworn and subscribed before me on 27 day of May, 2025

Jacqueline Paige Slusher, Notary Public

JACQUELINE PAIGE SLUSHER
TENNESSEE NOTARY PUBLIC
My Comm Exp. April 2nd 2028
COUNTY OF KNOX

RLA-17468 **58.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Line Item Transfers - Total amount of $8,017,023.58.
(Finance)

Attachments

Line Items

KNOX COUNTY
BUDGET TRANSFER REQUEST FORM

Department: EPW

Date: 6-12-25

Authorizing Signature:

TRANSFER FROM:

ORG Code	Object Code	Account Name	Amount
1310110	518900	Environment & Planning Full Time Reg	222,205.36
		TOTAL	$ 222,205.36

TRANSFER TO:

ORG Code	Object Code	Account Name	Amount
1310210	518900	Pub Wrks Const/Maint Full Time Reg	164,226.14
1310220	518900	Traffic Engineering Full Time Reg	57,979.22
		TOTAL	$ 222,205.36

JUSTIFICATION/EXPLANATION:
Moving funding between ORG's due to reorganization. FY25

Approved: _____ County Mayor — Date: 6/16/25

Approved as the availability of Funds: _____ Senior Director of Finance — Date: 6/16/25

Approved for Transfer of Funds: _____ Chairman, County Commission — Date: _____

KNOX COUNTY

BUDGET TRANSFER REQUEST FORM

Department: EPW

Date: July 3, 2025

Authorizing Signature:

TRANSFER FROM:

ORG Code	Object Code	Account Name	Amount
1310210	541660	Pub Wrks Const/Maint Paving	150,000.00
1310130	530900	Stormwater Comp Contract w/Oth	25,000.00
1310120	530900	Land Development Contract w/Oth	25,000.00
		TOTAL	$ 200,000.00

TRANSFER TO:

ORG Code	Object Code	Account Name	Amount
1310210	539900	Pub Wrks Const/Maint	150,000.00
1310220	539900	Traffic Engineering Other Professional	50,000.00
		TOTAL	$ 200,000.00

JUSTIFICATION/EXPLANATION:
Moving funding for new FY to places where needed

Approved: _____ County Mayor — 7/7/25 Date

Approved as the availability of Funds: _____ Senior Director of Finance — 7/7/25 Date

Approved for Transfer of Funds: _____ Chairman, County Commission — Date

KNOX COUNTY
BUDGET TRANSFER REQUEST FORM

Department: Finance

Date: 7/11/2025

Authorizing Signature:

TRANSFER FROM:

ORG Code	Object Code	Account Name	Amount
1015130	559950	Defined Service Contracts- Contributions to Agencies	54,500.00
		TOTAL	$ 54,500.00

TRANSFER TO:

ORG Code	Object Code	Account Name	Amount
1012410	530900	Juvenile Court Judges - Contract w/Other Agencies	54,500.00
		TOTAL	$ 54,500.00

JUSTIFICATION/EXPLANATION:
To transfer budget dollars from the Defined Service Contracts to Juvenile Court Judges for CASA and Catholic Charities contracts approved in the FY26 Budget.

Approved: _____ County Mayor — Date: 7/11/25

Approved as the availability of Funds: _____ Senior Director of Finance — Date: 7/11/25

Approved for Transfer of Funds: _____ Chairman, County Commission — Date: _____

KNOX COUNTY
BUDGET TRANSFER REQUEST FORM

Department: Finance

Date: 7/11/2025

Authorizing Signature:

TRANSFER FROM:

ORG Code	Object Code	Account Name	Amount
1016635	559900	CAC - Other	27,500.00
		TOTAL	$ 27,500.00

TRANSFER TO:

ORG Code	Object Code	Account Name	Amount
1016635	530900	CAC - Contract w/Agencies	27,500.00
		TOTAL	$ 27,500.00

JUSTIFICATION/EXPLANATION:
To transfer budget dollars from capital to operating expenses.

Approved: _____ County Mayor — Date: 7/11/25

Approved as the availability of Funds: _____ Senior Director of Finance — Date: 7/11/25

Approved for Transfer of Funds: _____ Chairman, County Commission — Date: _____

KNOX COUNTY
BUDGET TRANSFER REQUEST FORM

Department: ADA

Date: 7/11/2025

Authorizing Signature:

TRANSFER FROM:

ORG Code	Object Code	Account Name	Amount
1780010	541600	ADA - HVAC Supplies	120,000.00
1780010	541650	ADA - Constr. Heavy Maint	60,000.00
1780010	543500	ADA - Office Supplies	285,000.00
1780010	552500	ADA - Trustee's Commission	70,000.00
1780010	559900	ADA - Other	20,000.00
1780010	530900	ADA - Contract w/Agencies	326,249.59
1780010	570600	ADA - Buildings	6,631,568.63
		TOTAL	$ 7,512,818.22

TRANSFER TO:

ORG Code	Object Code	Account Name	Amount
1780010	530400	ADA - Architects	1,800.00
1780010	531050	ADA - Contract w/PBA	672,541.62
1780010	539900	ADA - Other Professional Services	14,490.24
1780010	559171	ADA - Transfers	359,581.00
1780010	579950	ADA - Improvements	1,506,681.99
1781000	530900	ADA - Contract w/Agencies	1,312,595.63
1782000	530900	ADA - Contract w/Agencies	6,599.00
1783200	530900	ADA - Contract w/Agencies	20,687.50
1783300	533500	ADA - Services,Maint.	237,993.11
1783300	533550	ADA - Construction	3,206,606.56
1783400	530900	ADA - Contract w/Agencies	168,360.00
1783500	533550	ADA - Construction	4,881.57
		TOTAL	$ 7,512,818.22

JUSTIFICATION/EXPLANATION:
To transfer budget dollars to cover negative balances for FY25.

Approved: _____ County Mayor — Date: 7/11/25

Approved as the availability of Funds: _____ Senior Director of Finance — Date: 7/11/25

Approved for Transfer of Funds: _____ Chairman, County Commission — Date: _____

RLA-17469 59.

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Budget Amendments - Total amount of $10,452,335.92.
(Finance)

Attachments

Budget Amendments

ADOPTED BUDGETS FOR 2024-2025 AND REVISIONS

GJ#	PURPOSE	AMOUNT	FUND TOTAL	
101 --- ADOPTED BUDGET FOR GENERAL FUND 101				
1-1942	2025 Budget	231,114,555.00		
2-1985	Designations	5,658,000.00		
1-1940	Reappropriating Encumbrances from FY24	1,385,575.03		
2-1136	Estimate & Appropriate Organized Retail Crime	608.00		
2-1140	Estimate & Appropriate Organized Retail Crime Evidence	960.00		
2-2139	Estimate & Appropriate Organized Retail Crime	20,000.00		
3-733	Liquidated Finance Contract - Paid Unencumbered	(168.75)		
4-674	Estimate & Appropriate Organized Retail Crime	2,684.41		
4-678	Estimate & Appropriate Theft	5,000.00		
4-685	Estimate & Appropriate Theft Evidence	11,541.00		
5-123	Liquidated Finance Contract - Paid Unencumbered	(2,964.49)		
5-125	Liquidated Finance Contract - Paid Unencumbered	(44,614.19)		
5-129	Liquidated Finance Contract - Paid Unencumbered	(1,140.00)		
8-1119	Liquidated Finance Contract - Paid Unencumbered	(9,699.83)		
8-1444	Estimate & Appropriate from Fund Balance for UT Extension	74,000.00	238,214,336.18	*
11-1719	Liquidated Finance Contract - Paid Unencumbered	(3,103.18)		
11-1721	Liquidated Finance Contract - Paid Unencumbered	(37,001.17)		
11-1725	Liquidated Finance Contract - Paid Unencumbered	(100,000.00)		
12-1370	Liquidated Finance Contract - Paid Unencumbered	(739.00)		
12-1524	Liquidated Finance Contract - Paid Unencumbered	(254.09)	(141,097.44)	
			238,073,238.74	
123 --- ADOPTED BUDGET FOR HOTEL MOTEL FUND 123				
1-1942	2025 Budget	11,500,000.00		
2-1987	Designations	2,025,000.00		
1-1940	Reappropriating Encumbrances from FY24	0.66	13,525,000.66	*
11-1723	Liquidated Finance Contract - Paid Unencumbered	(0.66)	(0.66)	
			13,525,000.00	
141 --- ADOPTED BUDGET FOR GENERAL PURPOSE SCHOOLS FUND 141				
1-1942	2025 Budget	675,860,000.00		
1-1940	Reappropriating Encumbrances from FY24	1,131,467.24		
1-120	Designations	2,719,102.00		
1-1985	Designations	15,000.00		
1-2048	Liquated Purchase Order	(3,264.30)		
2-1616	Budget Amendment	3,461,000.00		
3-45	Estimate & Appropriate Transfer for CIP for FY25	17,500,000.00		
3-2211	Correction to above entry ($17.5 million)	(7,500,000.00)	693,183,304.94	*
9-1796	Designations - Textbooks	9,968,434.02		
10-1711	Designations - Rocky Hill Portable	625,000.00	10,593,434.02	
			703,776,738.96	

***County Commission has already approved.**

RLA-17511 **60.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY MAYOR

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Spread of Record the Knox County Mayor's Order appointing LeeAnn Foster to the Lenoir City Utilities Board of Directors.
(County Mayor)

Attachments

Order of the Mayor

Nomination Letter

Letter to Mayor

Resume - LeeAnn Foster

ORDER OF THE KNOX COUNTY MAYOR
APPOINTING UTILITY BOARD DIRECTOR

IN RE:	)
	)
APPOINTMENT TO THE	)
BOARD OF DIRECTORS OF THE	)
LENOIR CITY UTILITIES BOARD	)

In accordance with T.C.A. § 7-52-118, the Knox County Mayor recommended LeeAnn Foster for appointment to fill a vacancy on the Lenoir City Utilities Board of Directors by the expiration of the term of George Bove. On June 23, 2025, the City Council of Lenoir City approved the Knox County Mayor's recommendation to appoint LeeAnn Foster to the Lenoir City Utilities Board of Directors.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, AS FOLLOWS:

(a) That LeeAnn Foster is hereby appointed to the Board of Directors of the Lenoir City Utilities Board to serve a four (4) year term expiring June 30, 2029. Ms. LeeAnn Foster took the oath of office on July 2, 2025, a copy of which is attached as Exhibit A hereto.

(b) That a copy of this Order shall be entered into the minutes of the Knox County Commission as required by T.C.A. § 7-82-307(a)(4), and that a certified copy of this Order shall be provided to the Lenoir City Utilities Board of Directors and the appointee as required by T.C.A. § 7-82-307(a)(4).

(c) That this Order shall be kept by the Knox County Clerk as a permanent record of Knox County, and the Knox County Clerk shall issue certified copies of this Order as shall be requested.

ENTERED this 8th day of July, 2025.

GLENN JACOBS
KNOX COUNTY MAYOR

OATH OF OFFICE

BOARD OF COMMISSIONERS
LENOIR CITY UTILITY BOARD

I, LeeAnn Foster, do solemnly swear that I will perform with fidelity the duties of the office to which I have been appointed and which I am about to assume. I do solemnly swear to support the Constitution of the State of Tennessee and the Constitution of the United States and to faithfully perform the duties of the office of Commissioner for the Lenoir City Utility Board.

LeeAnn B Foster

LEEANN FOSTER

Subscribed and sworn to before me this
2nd day of July, 2025.

Glenn Jacobs

GLENN JACOBS
Knox County Mayor

EXHIBIT
A

OFFICE OF COUNTY MAYOR GLENN JACOBS

June 20, 2025

The Honorable Tony Aikens
Mayor of Lenoir City
600 East Broadway
Lenoir City, Tennessee 37771

RE: Lenoir City Utility Board Commissioner Appointment

Dear Mayor Aikens,

I am nominating Mrs. LeeAnn Foster to the Lenoir City Utility Board of Directors for a four-year term, which would expire on June 30, 2029. I feel Mrs. Foster's professional background and dedication to the community makes her more than qualified to serve the Lenoir City Utility Board.

The nominee is:

Mrs. LeeAnn Foster
1344 Charlottesville BLVD
Knoxville, TN 37922

Please do not hesitate to contact me if there are an questions.

Sincerely,

Glenn Jacobs
Knox County Mayor

CC: Files

CITY COUNCIL
Jennifer Wampler, Vice Mayor
James Brandon
Todd Kennedy
Robin McNabb
Jim Shields
Eddie Simpson

Lenoir City
TENNESSEE

Tony R. Aikens - Mayor

CITY ADMINISTRATOR
Amber Scott Kelso

CITY RECORDER-TREASURER
James W. Wilburn III

CITY ATTORNEY
G. Chance Harrison

FINANCE DIRECTOR
Shawn Bunch

June 24, 2025

Mayor Glenn Jacobs
City County Building
400 Main Street, Suite 615
Knoxville, TN 37902

Mayor Jacobs:

I hope this finds you well. I am in receipt of your correspondence recommending Ms. LeeAnn Foster to serve in the previously held seat of Mr. George Bove effective at the end of the term in June 2025. I am in agreement with your recommendation, and City Council voted on June 23, 2025 to appoint Ms. LeeAnn Foster as the Knox County Representative on the Lenoir City Utilities Board, effective at the expiration of the current term in June 2025 and to continue through June 30, 2029.

If you have any questions, please do not hesitate to contact me.

Thank you,

Tony R. Aikens
Mayor

Cc: Mr. George Bove

530 Highway 321 North • Lenoir City, Tennessee 37771
Main: 865-986-2715 • Finance: 865-986-2227 • Fax: 865-988-5143
www.lenoircitytn.gov

LEEANN BAILES FOSTER

HUMAN RESOURCES EXECUTIVE

CAREER HISTORY

TEAM FOSTER HR STRATEGY, KNOXVILLE, TN

Head Coach & Chief Energy Officer

2017 - Present

Provide comprehensive executive leadership, management, and people operations consulting services. Certified Emotional Intelligence practitioner who excels at working with executive leadership teams to strengthen corporate vision and culture, as well as achieve compliance with regulatory requirements. In less than 8 years, LeeAnn has acquired 50+ clients.

WS PACKAGING GROUP

Executive Vice President, Chief People Officer

2015 - 2017

National corporation with 2,100 employees & 21 operation centers throughout the US and Mexico. Part of ELT who played key role in reviving the culture by developing & implementing a corporate strategy & program for employee engagement. Led a team of 25 HR Professionals to becoming *One Team with One Purpose*.

- Oversaw all functions of People Operations including, but not limited to benefits, training & development safety, and payroll.
- Mentored executives to achieve tangible gains in employee engagement.
- Conducted a deep audit of all Human Resources functions.
- Led annual TeamHR Summits to invoke training and teamwork
- Revamped On-Boarding Program for New Hires and New Leaders
- Updated Employee Guidebook
- Made multiple policy, procedure, and practices to ensure bullet-proof compliance
- One-year commitment; stayed 2 years.

865-719-1177

LeeAnn@teamfosterhrstrategy.com

1344 Charlottesville Blvd.
Knoxville, TN 37922

ACCOMPLISHMENTS

Appointed by Governor Haslam to the Tennessee Department of Human Resources (DOHR) Board of Appeals for a 6-year term 2021

Appointed by Governor Haslam to the Tennessee Department of Human Resources (DOHR) Board of Appeals for a second 6-year term 2019

Stephen Minister
Cokesbury United Methodist Church

Leadership Knoxville, Class of 2009

Introduction Knoxville, Winter 2019

Rental Advisory Counsel, Sandestin Golf & Beach Resort, Miramar, FL

Habitat for Humanity Board of Director, 2023

PRC Committee Holston Conference UMC Center

Olive Tree Early Learning Board of Directors

LEEANN BAILES FOSTER

HUMAN RESOURCES EXECUTIVE

EDFINANCIAL SERVICES, KNOXVILLE, TN

Vice President, Human Resources

1992 - 2014

Responsible for HR/payroll for company of - 500 employees. Led team of HR professionals covering all aspects of employee benefits, services, and engagement.

- Developed HR function to start-up company of 7 employees, then led seamless support for growth to 500 employees
- Led staffing planning and hiring process for rapid company growth
- Developed leadership and employee training, while initiating activities to increase employee morale and productivity
- Developed & implemented human resources policies for the corporation
- Developed Stay Interview Check-ups annually to enhance employee engagement and improve retention
- Maintained compliance with the Services Contract Act and insured company was in compliance with both state and federal Human Resources Laws and Regulations
- Negotiated any work force reductions, including but not limited to layoffs, early retirements and severance/compassion pay outs
- Served as Plan Administrator for the 401K Plan and oversaw annual 401K audit

SUCCESSES

- Key executive who helped lead a national effort to revive the corporate culture and employee engagement at national corporation.
- Completed a 180 degree turnaround of a 25 member Human Resources Team at WS Packaging. Moved them from surviving to thriving.
- Developed HR function for start-up company of 7 employees, then led seamless support for growth to - 500 employees.
- Led staffing planning and hiring process for rapid company growth.
- Key driver for establishing dynamic and progressive corporate culture. Company recognized as one of the Best Employers in Tennessee (2009 & 2010).
- Consulting with companies to assist leadership teams with HR, corporate culture and relationship development.
- Founded Team Foster Strategy in 2017

EDUCATION

UNIVERSITY OF TENNESSEE KNOXVILLE
1992
Master's of Science in Educational Administration and Supervision, GPA 3.94/4.0

UNIVERSITY OF TENNESSEE KNOXVILLE
1984
Bachelor's of Science in Elementary Education
Graduated with Honors

HOLSTON HIGH SCHOOL KNOXVILLE
1979

SKILLS

In 23+ years of EdFinancial Services:

- 4 EEOC claims - all ruled in favor of the organization
- Zero lawsuits regarding Employment Law
- 1 EEOC mediation - lasted only 3 hours! Result was a WIN-WIN situation

- Inherited an employment lawsuit at WS Packaging Group. Result was it being thrown out in summary judgement and the plaintiff was ordered to pay the organization $10,000.
- Leadership skills, ability to accept a diversity of challenges, and pleasant disposition in dealing with people.
- Familiar with applications such as Microsoft PowerPoint, Word, Excel, and Outlook.
- Enjoys a range of activities including spending time with family, leadership reading, pickle ball, and running
- Certified Emotional Intelligence Practitioner with Genos International.

RLA-17515 **61.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: JUVENILE COURT

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Spread of Record Juvenile Court Judge Tim Irwin's appointment of Rhonda Lee to the Juvenile Service Center Board of Directors for a term expiring August 31, 2026.
(Juvenile Court)

Attachments

Spread of Record information

Judge Irwin Appointment Letter

SPREAD OF RECORD AT THE KNOX COUNTY COMMISSION MEETING ON JULY 28, 2025 THE KNOX COUNTY JUVENILE COURT JUDGE'S APPOINTMENT OF ONE (1) MEMBER TO THE JUVENILE SERVICE CENTER BOARD OF DIRECTORS.

Knox County Juvenile Court Judge Tim Irwin appointed Rhonda Lee to the Juvenile Service Center Board of Directors to serve a term expiring August 31, 2026.

Knox County Juvenile Court

Timothy E. Irwin, ***Judge***
Charles Susano, ***Clerk***
Heidi V. Garrett, ***Court Director***
Terry Brown, ***Court Director***
Mary A. Lindsey, ***Court Director***

Irene B. Joseph, ***Magistrate***
James Y.' Bo' Reed, ***Magistrate***
Stacy Eckard, ***Magistrate***
Angela Blevins, ***Magistrate***
Stanley C. Briggs, ***Magistrate***
Michael E. Simpson, ***Magistrate***
Robin Gresham, ***Magistrate***

Madam Chairman Oster,

I hereby name Rhonda Lee as my pick for the Richard Bean detention center board.

Sincerely,

Timothy E. Irwin

RLA-17204 **R-25-7-701**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 07/24/2025

Requested By: Anna Roeder, PARKS AND RECREATION

Department: PARKS AND RECREATION

Requires Expenditure of Funds: NO Funded in Current Budget: NO

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the Bylaws governing the Knox County Parks and Recreation Advisory Board. **(DEFER TO SEPTEMBER AT REQUEST OF SPONSOR)** *(Previously Deferred from April to July at Request of Sponsor)*

(Parks and Recreation)

Attachments

No file(s) attached.
