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 11

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

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NOTICE

TO: MEMBERS OF THE KNOX COUNTY COMMISSION
ALL DEPARTMENTS AND AGENCIES
NEWS MEDIA

FROM: COMMISSIONER GINA OSTER, MADAM CHAIR

MADAM CHAIR OF THE KNOX COUNTY COMMISSION SHALL CONFIRM RECEIPT OF ITEMS AND SET THE FINAL **AUGUST** AGENDA OF THE KNOX COUNTY COMMISSION AT 1:30 P.M. ON **WEDNESDAY, AUGUST 5, 2026** VIA EMAIL AND TELEPHONE CONFERENCE WITH THE COMMISSION OFFICE.

PLEASE SUBMIT ANY REQUESTED AGENDA CHANGES, ADDITIONS, QUESTIONS OR COMMENTS TO THE COMMISSION OFFICE.

AGENDA

A. Education Resolutions

1. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Contract with Public Consulting Group LLC for an Alternative Schools Redesign at an estimated cost of $110,000.00 for the term of August 1, 2026 through July 31, 2027, which may be extended for four (4) additional years.
(Schools)

2. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Contract with Hatching Results, Inc. for Secondary School Counseling Support at an estimated cost of $63,000.00 for the term of August 1, 2026 through July 31, 2027, which may be extended for four (4) additional years.
(Schools)

3. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Contract with Powerschool Group LLC for Technology Solutions, Products, and Services at a cost up to $250,000.00 for the term of July 1, 2026 through June 30, 2027, with two (2) additional one (1) year options to renew.
(Schools)

4. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Consulting Agreement with Jessica Swanson Consulting, LLC for the provision of technical assistance on best practices in the systems and structures of Knox County Schools' Federal Programs Department and the allocation of resources to schools at a cost of $22,500.00.
(Schools)

5. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving ACT Test Terms and Conditions with ACT Education Corporation for the administration of the PreACT for 8th, 9th, and 10th grade students during the 2026-2027 school year at a cost of $17.50 per student.
(Schools)

6. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Professional Services Agreement with Teach for America for the Ignite Tutoring Program at Amherst, Bonny Kate, Dogwood, New Hopewell, Lonsdale, and Norwood Elementary Schools and Vine Middle School at a cost of $25,000.00 for the term of July 1, 2026 through June 30, 2027, which may be extended for four (4) additional years.
(Schools)

7. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a K12 Terms of Service Agreement with Scoir, Inc. for a subscription to a career readiness software platform for career exploration, discovery, and guidance management at all KCS middle schools and the KCS Virtual School at a cost of $31,677.60 for July 1, 2026 through June 30, 2027.
(Schools)

8. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Contract No. 26-451 related to School Safety.
(Schools)

9. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Tennessee Department of Education Fiscal Year 2027 Preschool Access for All Network Grant in the amount of $60,000.00.
(Schools)

10. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Tennessee Department of Education Fiscal Year 2027 Turnaround Program Grants in the total amount of $250,000.00 for Green Magnet Academy and Northwest Middle School.
(Schools)

11. 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 $40,273.00.
(Schools)

B. General Government Resolutions

12. Consideration of a Resolution of the Commission of Knox County, Tennessee, confirming the Knox County Mayor's reappointment of Rob Quillin as the Hearing Officer for violations associated with the Ordinance regulating Sexually Oriented Businesses within Knox County.
(County Mayor)

13. Consideration of a Resolution of the Commission of Knox County, Tennessee, appointing/reappointing _____ to the Knox County Board of Construction Appeals. (Term expires December 31, 2032) **(DEFERRED FROM JULY AT REQUEST OF SPONSOR)** *(Previously Deferred from June to July at Request of Sponsor)*
(Engineering and Public Works)

14. Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of a grant award in the amount of $20,000.00 from the National Endowment for the Arts in support of the 2027 Children's Festival of Reading. (Requires a 1:1 match)
(Library)

15. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with Knoxville Utility Board (KUB) to provide reimbursement to Knox County for the resurfacing of approximately 1047' of Oakvale Drive, 1996' of River Oak Drive, and 800' of Wye Way Lane.
(Engineering and Public Works)

16. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving contracts with APAC-Atlantic, Inc., PRI Pavement Restorations, Inc., and Rogers Group, Inc. for the provision of Hot Mix Materials.
(Engineering and Public Works)

17. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant from the Tennessee Department of Transportation (TDOT) Litter Grant Program for Fiscal Year 2027 for an amount up to $170,900.00. (No local match required)
(Engineering and Public Works)

18. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Budget Supplement agreement not to exceed $30,250.00 to the existing professional services contract with Ardurra (formerly Cannon & Cannon) for additional work to extend the scope of improvements on the Coward Mill Phase II project.
(Engineering and Public Works)

19. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a construction contract with Whaley Construction, LLC in the amount of $2,844,120.38 for the construction of the Gibbs Pedestrian Bridge project.
(Engineering and Public Works)

20. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a State Aid Contract with the Tennessee Department of Transportation (TDOT) for the resurfacing of Guinn Road from Oak Ridge Highway to Solway Road for an estimated project cost of $929,844.30 with $911,247.41 (98%) being provided by TDOT and $18,596.89 (2%) being provided by Knox County.
(Engineering and Public Works)

21. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the Professional Service Agreement with Johnson, Miriam, & Thompson (JMT) for right of way acquisition services for intersection improvements at Maryville Pike and Tipton Station Road in the amount of $108,000.00.
(Engineering and Public Works)

22. Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of donations for Operation Hero's Hill as shown on the attached list and in the total amount of $52,570.98.
(Community Development)

23. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving scope of work and budget amendments to two (2) Memorandums of Understanding with Knox County departments for internal Knox County projects funded through the U.S. Department of the Treasury's American Rescue Plan Act (ARPA). (No Local Match Required)
(Community Development)

24. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant agreement with Points of Light Foundation, d/b/a Points of Light, in the amount of $100,000.00 through the Lowe's Community Impact Grant Program to support Operation Hero's Hill. (No Local Match Required)
(Community Development)

25. Consideration of a Resolution of the Commission of Knox County, Tennessee authorizing approval of a Notice of Award Amendment One between the U.S. Environmental Protection Agency and The Government of Knox County dba Knox County Health Department for the Knox County Air Quality Management's PM2.5 Multipollutant Monitoring-IRA program for the provision of extending the term from July 31, 2026 through July 31, 2027 with no change to the initial award amount of $80,000.00. (No application or local match required)
(Health Department)

26. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract in the amount not to exceed $426,800.00 with the Tennessee Department of Health for the provision of Immunization Services for the period beginning July 1, 2025, and ending on June 30, 2030. (No application or local match required)
(Health Department)

27. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Grant Contract between the State of Tennessee, Department of Health, and the Government of Knox County dba Knox County Health Department for the provision of Tuberculosis Control and Prevention Services. This Grant Contract shall be effective for the period beginning July 1, 2026, and ending on June 30, 2027. In no event shall the maximum liability of the State under the Grant Contract exceed $852,000.00. (No application or local match required)
(Health Department)

28. Consideration of a Resolution of the Commission of Knox County, Tennessee, regarding the issuance of not to exceed One Hundred Fifty-Five Million Dollars ($155,000,000) General Obligation Bonds of Knox County, Tennessee. **(DEFERRED FROM JULY AT REQUEST OF SPONSOR)**
(County Mayor and Finance)

29. Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the issuance of General Obligation Bonds of Knox County, Tennessee in the aggregate principal amount of not to exceed $155,000,000, in one or more series; making provision for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds **(DEFERRED FROM JULY AT REQUEST OF SPONSOR)**
(County Mayor and Finance)

30. Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing a Fifth Amendment to Development Agreement between Knox County and BNA Associates, LLC and Americana Knoxville, LLC relating to the Andrew Johnson Building.
(County Mayor and Finance)

31. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the North Waterfront Redevelopment Plan prepared by Knoxville's Community Development Corporation.
(County Mayor and Finance)

32. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Memorandum of Understanding among the City of Knoxville, Tennessee, Knox County, Tennessee, The Sports Authority of the County of Knox and the City of Knoxville, Tennessee and Knoxville Convention & Visitors Bureau, Inc. exploring the potential redevelopment and improvement of Knoxville Municipal Golf Course.
(County Mayor and Finance)

33. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Real Estate Letter of Intent Ground Lease with Strong Stock Farm, LLC for 120 Acres on a portion of property located at 8217 Rutledge Pike.
(County Mayor and Finance)

34. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a transfer of approximately 3.1 acres located at 11020 Solway School Road, Knoxville, TN 37931, and known as the Fairview Technology Center, to the Industrial Development Board of the County of Knox. **(DEFERRED FROM JULY AT REQUEST OF SPONSOR)**
(Previously Deferred from June to July by Majority Vote of Commission)
(Finance)

35. Consideration of a Resolution of the Commission of Knox County, Tennessee, designating/committing and appropriating funds in the amount of $_____ from Fiscal Year 2026 to Fiscal Year 2027 for various funds and departments.
(Finance)

36. Consideration of a Resolution of the Commission of Knox County, Tennessee, delegating to the Industrial Development Board of the County of Knox the authority to negotiate, accept and/or waive Payments in Lieu of Taxes in connection with a project proposed by DWF John Sevier, LLC and finding that such payments or the waiver thereof are deemed to be in furtherance of the public purposes of the board as defined in Tenn. Code Ann. § 7-53-305. **(DEFERRED FROM JULY BY MAJORITY VOTE OF COMMISSION)**
(County Mayor)

37. Consideration of a Resolution of the Commission of Knox County, Tennesseee, establishing a Pedestrian Beverage Zone Pilot Program and designating Belltown Commons as the initial Pedestrian Beverage Zone. **(DEFERRED FROM JULY AT REQUEST OF SPONSOR)**
(Commissioner Hill)

38. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a M**icrosoft** enterprise agreement for the provision of IT services.
(Information Technology)

39. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving receipt of a donation of approximately $7,000.00 from Food City Stores for coffee service at six (6) Knox County Senior Centers for the period beginning September 1, 2026 through August 31, 2027. (Valued at $7,000). (No match required)
(Senior and Veterans Services)

40. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with EyeMed Vision Care, LLC for the provision of Employee Vision Benefit Services.
(Benefits)

41. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the Second Amendment to the Administrative Services Agreement with BlueCross BlueShield of Tennessee, Inc. for the administration of employee medical insurance benefits under the Knox County Government Health Care Plan.
(Benefits)

42. Consideration of a Resolution of the Commission of Knox County, Tennessee, accepting the new certified tax rate based on the reappraisal and establishing an official tax rate for the fiscal year beginning July 1, 2026 and ending June 30, 2027.
(Property Assessor)

C. Honorary Resolutions

D. Presentations

43. Presentation from Second Harvest Food Bank. **(DEFERRED FROM JULY AT REQUEST OF SPONSOR)**
(Commissioner Thompson)

E. Drives and Roads

44. Consideration of the closure of a portion of excess Beaver Ridge Road Right of Way, which is the result of the road relocation in 2008, and the closure of a portion of the 6600 block of Ball Camp Pike.
(Commissioner Hill)

F. Line Item Transfers

45. Line Item Transfers.
(Finance)

G. Budget Amendments

46. Budget Amendments.
(Finance)

H. Spread of Record

47. Spread of Record the grant application to the State of Tennessee Department of Disability and Aging for funding submitted by Knox County Senior Services.
(Senior and Veterans Services)

48. Spread of Record the Knox County Mayor's Order appointing Jim Wright to the Board of Commissioners of the Hallsdale-Powell Utility District. *(County Mayor)*

49. Spread of Record the grant application to the Department of Health and Human Services – Substance Abuse and Mental Health Services Administration (SAMHSA) for funding submitted by Knox County Grants and Community Development.
(Community Development)

50. Spread of Record Travel for the 2026 National Association of Counties (NACO) Legislative Conference.
(Commissioner Durrett)

I. General Government Resolutions (non-consent)

J. Ordinances on First Reading

51. Consideration of an Ordinance of the Commission of Knox County, Tennessee, amending the Knox County Code, Chapter 42, "Law Enforcement," to add a new Article III for the purpose of establishing limitations on the deployment of surveillance technology within Knox County while preserving legitimate law enforcement and emergency response capabilities. (Knox County Code, Chapter 42, establishing Article III, previously reserved) **(FIRST READING)**
(Commissioner Thompson)

52. Consideration of an Ordinance of the Commission of Knox County, Tennessee, creating the Knox County Code, Chapter 50, Article I, Sec. 50-4, prohibiting an amplified Islamic Call to Worship. **(FIRST READING)**
(Commissioner Fox)

K. Ordinances on Second Reading

53. Consideration of an Ordinance of the Commission of Knox County, Tennessee, amending the Knox County Code, Chapter 53, "Real Property," to add a new Article II entitled "Housing," for the purpose of prohibiting housing market manipulation by large institutional investors; restricting the purchase of single-family homes for rental purposes by certain business entities; establishing enforcement mechanisms; and for other purposes. (Knox County Code, Chapter 53, establishing Article II, previously reserved) **(SECOND READING)**
(Commissioner Rawls)

54. Consideration of an Ordinance of the Commission of Knox County, Tennessee, amending the Knox County Code, Chapter 2, Article VIII, Division 4, Section 2-548, "Adoption of Consolidated Budget, Tax Rates, and Appropriations Resolution; Effect of Failure to Adopt," to require the Budget to be adopted in Two Readings. (Ord. No. O-90-9-122, adopted 9-10-90) **(SECOND READING)**
(Commissioners Jackson and Thompson)

L. Other Business

RLA-18655 **1.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
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 Public Consulting Group LLC for an Alternative Schools Redesign at an estimated cost of $110,000.00 for the term of August 1, 2026 through July 31, 2027, which may be extended for four (4) additional years.
(Schools)

Attachments

Contract
Fiscal Note

Knox County Government

and

Public Consulting Group LLC

This Contract, made and entered into between the Knox County Government, hereinafter referred to as the "County" and Public Consulting Group LLC, hereinafter referred to as "Contractor."

Whereas, the County requested proposals for an Alternative Schools Redesign for Knox County Government and Knox County Schools (Request for Proposals #3726) 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 Proposals, 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 Proposals 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 2026 and ends the 31st day of July 2027 unless terminated in conformity with the terms of this Contract as contained in paragraphs 5 and 6. Upon the mutual agreement of the vendor and the County, the award may be extended for four (4) additional one-year periods. 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. **Subcontracting/partnerships:** Any subcontracting/partnerships must be approved, in advance, by both Knox County and Knox County Schools. Knox County and Knox County Schools may terminate the Contract if subcontracting/partnership is done without approval. All subcontractors/partners shall adhere to the same terms and conditions and will be required to sign the Criminal History Records Check and provide a current Certificate of Insurance, with all endorsement pages naming Knox County as additionally insured. This clause is only for those subcontractors that will be directly servicing the County account. It does not include a Contractor's cloud hosting services or other ancillary services not directly related to the services provided to the County.

3. **Payment.** Contractor warrants that the pricing shall remain firm for the initial year of the contract. At the end of the first year, 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 the Contractor the amount as agreed upon in the County's Request for Proposals for an Alternative Schools Redesign per the Contractor's response to Request for Proposals #3726 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 by the issuance of a Purchase Order. The Contractor shall pursue all work diligently until completion as directed by the County.

Contractors are advised that Knox County requires a minimum of thirty (30) days is required to process invoices for 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.

4. **Inspection and acceptance:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. Such acceptance shall occur within a minimum of 60 days of receipt of materials 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.

Final acceptance shall occur only after inspection and written approval by the County of all goods delivered or services performed.

5. Termination. The 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 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) 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.

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 within thirty (30) business days of notification of the problem. 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.

6. Appropriations. In the event no funds are appropriated by the County for Alternative Schools Redesign 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. Contractor Default: Knox County reserves the right, in case of vendor default, to procure the goods or services from other sources. 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.

8. 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.

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 an Alternative Schools Redesign, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

10. Criminal history records check: Any and all successful vendors, vendor employees, and any vendor subcontractors and its employees that perform any services at Knox County Schools must submit to a Criminal History Records Check at vendor's expense. This is 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 present. Reference Tennessee Code Annotated Section 49-5-413.

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. 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 permission 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 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.

13. Governing Law and Venue. The law of the State of Tennessee shall govern this Contract. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

14. Right to inspect. The 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, 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.

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 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.

17. 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 breach of the Contract by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act, occurrence, omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

18. Delivery. Contractor shall render an Alternative Schools Redesign for the County in accordance with Request for Proposals #3726.

19. 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 Purchasing Division.

20 News releases by vendors: As a matter of policy, Knox County does not endorse the services of a Contractor. Pursuant to Knox County Board of Education Policy C-180, a Contractor will not make any posts or news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County and the Knox County Board of Education.

21. 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. No provision of this Agreement shall act or be deemed to be a waiver by Knox County or Knox County Schools of any immunity or of any provision of the Tennessee Governmental Tort Liability Act. Tennessee Code Annotated 29-20-101 et seq. Any liability to the Contractor or third parties for any claims, damages, losses, or costs arising out of, or related to acts performed by the Knox County/Knox County Schools under this Agreement will be governed and limited by the provisions of the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated 29-20-101 et seq.

22. Warranty and Remedies: Contractor warrants to Knox County that all items delivered, and all services rendered, will be fit for the particular purpose purchased, of merchantable quality, and of good workmanship. 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 setoff, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

23. Technology Restrictions on Use of Confidential Information

23.1 Knox County Schools is a member of the Student Data Privacy Consortium (SDPC). As a condition of award, the successful vendor shall execute Knox County Schools' SDPC National Data Privacy Agreement (NDPA) prior to contract execution. The NDPA, along with any applicable state-specific exhibit, shall govern all matters relating to student and employee data privacy and shall be incorporated by reference into the resulting Contract. In the event of any conflict between the NDPA and other provisions of this Contract, the NDPA shall control with respect to data privacy matters

23.2 If the vendor's solution incorporates artificial intelligence, machine learning, or automated decision-making tools, the vendor must: (a) disclose all AI components and their intended functions prior to contract execution; (b) identify all third-party AI subprocessors (e.g., foundation model providers) that may receive student data; (c) certify that student data will not be used to train, fine-tune, or improve any AI model beyond the scope of the contracted service; (d) provide human review mechanisms for any AI-generated recommendations that

materially affect student placement, discipline, or academic standing; and (e) upon request, provide a plain-language explanation of how automated recommendations are generated.

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

A. Request for Proposals #3726, for an Alternative Schools Redesign and Addendum I
B. Contractor's Response to Request for Proposals #3726 Alternative Schools Redesign 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 the event of inconsistent or conflicting provisions among the above referenced documents, the following descending order of precedence shall prevail: (1) the Contract, (2) Request for Proposals No. 3726 and Addendum I, (4) Contractor's response to Request for Proposals No. 3726 and Addendum I.

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- Printed Name**

Date:_____

KNOX COUNTY GOVERNMENT

_____ **GLENN JACOBS**
MAYOR – Signature **MAYOR**

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE
CONTRACT NO. 26-406
APPROVED AS TO LEGAL FORM

_____ _____ **KNOX COUNTY, TENNESSEE**
LAW DIRECTOR – Signature Gary Dospler **LAW DIRECTOR – Printed Name**

Date: 6/18/2026

CONTRACTOR

_____ _____
AUTHORIZED SIGNATURE **CONTRACTOR – Printed Name**

PUBLIC CONSULTING GROUP LLC
COMPANY NAME

Date:_____

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Alternative Schools Redesign** as specified herein. Proposals must be received by **2:00 p.m.** on **April 29, 2026**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

Proposal Number 3726
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 Procurement Analyst, 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. The evaluation criteria can be found in Section 3.14.

1.6 **BUSINESS OUTREACH PROGRAM:** The purpose of this program is to increase the opportunity for companies doing business with Knox County by encouraging participation through site visits, providing education and support regarding policies and procedures, and actively recruiting all interested suppliers.

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 two hard copies of proposals be submitted as one (1) marked original and one (1) exact copy. **Proposers must submit with their hard copies an exact electronic version of their proposal in a SINGLE 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 submission is 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, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations, we need your help. When doing business with Knox County, we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

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

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

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

1.15 **PAYMENT METHOD:** Knox County will utilize a Purchase Order for placing an order for products and/or services. 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. Work on this project must not commence until a signed Purchase Order is issued by Knox County Procurement.

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 fulfill all obligations of this Contract 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.

1.21 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **4:30 p.m. local time on April 16, 2026**. 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 submitting a signed letter authorizing the submission of the proposal, 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 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 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 goods or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the submission deadline for this solicitation, ***ALL PROPOSERS MUST*** be registered with the Procurement Division. If you are not already a registered vendor with Knox County, register on-line on our website at www.knoxcounty.org/procurement and click on "Knox Buys" and then select "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 Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

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

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

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

2.13 **IRAN DIVESTMENT ACT:** By submitting a proposal in response to this Request for Proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106. Proposers must submit with their proposals the completed Attachment D Iran Divestment Act/No Boycott of Israel Affidavit.

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 submitting 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. Proposers must submit with their proposals the completed Attachment D Iran Divestment Act/No Boycott of Israel Affidavit.

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) 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.

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

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

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

2.22 **TERMINATION:** County may terminate this agreement with or without cause at any time upon thirty (30) calendar days' written notice. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid. Contractor shall not perform additional work without the expressed permission of County. In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one hundred twenty (120) business 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.

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

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The purpose of this Request for Proposal (RFP) is to solicit proposals from one or more qualified and established vendors to collaborate with Knox County Schools in the development and redesign of alternative school programming. Knox County intends to make a Best Value Award. Best Value means more than low cost. It includes 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 or delete services as the need arises. 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, 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 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 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 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 Knox County account to avoid any 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 Board of Education and/or Knox County Commission approval. The successful vendor(s) may be required to be present at the 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 is under Exhibit B for review. If a Contractor's Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted, they may 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 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful proposers, Contractor's employees, Contractor's subcontractors and the employees of any subcontractors must submit 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 present. Reference Tennessee Code Annotated Section 49-5-413. Proposers must submit with their proposals the completed Attachment E Criminal History Affidavit of Compliance.

3.13 **DESTINATION AND DELIVERY:** All shipments that are to be delivered must be Free on Board Destination to the department ordering the items. All shipping charges are to be included in the unit price of each item. All deliveries must be unloaded and delivered inside to the department location that is ordering the items.

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

As per Section 1.5, Knox County will determine the award structure that is in its best interest.

Approach to the Scope of Services	60 Points
Experience and Effectiveness	20 Points
Proposed Costs	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 one hundred (100) points, based on the Evaluation Criteria, per submission.

3.15 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (including information learned from sources other than disclosed in the Request for Proposal process) 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.

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

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

3.18 **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.

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

3.20 **INSURANCE:** The successful vendor(s) must carry the insurance as indicated on the Insurance Checklist Attachment hereto, along with any State required insurance. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign Attachment C 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 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.

3.21 **INTERPRETATION:** No oral interpretation will be made to any vendor regarding the meaning of specifications or the Scope of Work. 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.

3.22 **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.

- The invoice must show the amount due to the Contractor by Knox County;
- The invoice must show a summary of completed work;
- Invoices are to be original and uniquely pre-numbered;
- Invoices which do not show this information are subject to rejection.

3.23 **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.

3.24 **INVOICING PROCEDURES & PAYMENT SCHEDULE:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. There shall be no additional charge for this information and these 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. Invoices must match the corresponding Purchase Order number. Vendors are hereby notified that invoices may take up to thirty (30) days to process payment. There shall be no component billing. Mail invoices for Knox County Schools to:

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

3.25 **MINIMUM QUALIFICATION EXPECTATIONS:**

3.25.1 Respondent must address all submittal requirements as defined in Section V.

3.25.2 Respondent shall have a minimum of five (5) years of experience and sufficient capabilities to carry out the work contemplated, as well as the equipment and personnel available for the work.

3.25.3 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.

3.26 **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 Contract negotiations 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.

3.27 **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.

3.28 **NO CONTACT POLICY:** After the date and time the proposer 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.

3.29 **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 submission deadline or unless the County fails to accept within one hundred twenty (120) business days after the date fixed for the closing the Request for Proposal.

3.30 **ORAL PRESENTATION/INTERVIEW:** 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 **PRICE:** The proposer(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 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.

3.32 **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.

3.33 **PROPOSAL FORMAT:** This solicitation is in the Request for Proposal 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.

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

3.35 **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.

3.36 **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.

3.37 **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.

3.38 **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, including employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.

3.39 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **April 16, 2026 at 4:30 p.m. local time.** Submit questions as noted in Section 1.1.

3.40 **SUSPENSION AND DEBARMENT:** Vendor will notify Knox County Government if they become suspended, debarred, or otherwise excluded from or ineligible for participation in federal assistance programs or activities during the term of this proposal and during the term of any subsequent Contract for service.

3.41 **TECHNOLOGY REQUIREMENTS FOR SOFTWARE REQUEST FOR PROPOSAL:**
Application should only utilize native browser-based technologies such as HTML and HTML5. No application utilizing third-party plugins will be considered (Examples of plugins include, but not limited to, Flash, Java, Silverlight, etc.)

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

Will support any modern OS, defined as the current publicly available version minus three versions. The most common Operating Systems used by KCS are: MacOS, ChromeOS, and Windows. As system updates become available, vendor to give KCS adequate notice of any foreseeable disruptions due to updates. **Vendor is to also list any and/or all required plugins for full product functionality.

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

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

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

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

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

3.42 TECHNOLOGY RESTRICTIONS ON USE OF CONFIDENTIAL INFORMATION:
Proposers must adhere to the following:

3.42.1 NATIONAL DATA PRIVACY AGREEMENT
Knox County Schools is a member of the Student Data Privacy Consortium (SDPC). As a condition of award, the successful vendor shall execute Knox County Schools' SDPC National Data Privacy Agreement (NDPA) prior to contract execution. The NDPA, along with any applicable state-specific exhibit, shall govern all matters relating to student and employee data privacy and shall be incorporated by reference into the resulting Contract. In the event of any conflict between the NDPA and other provisions of this Contract, the NDPA shall control with respect to data privacy matters

3.43 USE OF ARTIFICIAL INTELLIGENCE TOOLS:
If the vendor's solution incorporates artificial intelligence, machine learning, or automated decision-making tools, the vendor must: (a) disclose all AI components and their intended functions prior to contract execution; (b) identify all third-party AI subprocessors (e.g., foundation model providers) that may receive student data; (c) certify that student data will not be used to train, fine-tune, or improve any AI model beyond the scope of the contracted service; (d) provide human review mechanisms for any AI-generated recommendations that materially affect student placement, discipline, or academic standing; and (e) upon request, provide a plain-language explanation of how automated recommendations are generated.

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

SECTION IV SCOPE OF WORK

4.1 OVERVIEW: Knox County Schools is seeking a partner to help us reimagine and redesign our alternative school programming. Our goal is to move beyond a model focused primarily on compliance or placement as a consequence and create a system that is student-centered, equity-driven, and results-oriented.

We believe every student deserves a pathway to success that meets them where they are, honors their strengths, and equips them for a bright future. Our reimagined alternative school programming will create engaging, supportive, and equitable learning environments where students can grow academically, socially, and emotionally, and confidently step into postsecondary opportunities or the workforce.

We want a partner who can help us understand our current strengths and challenges, co-create a bold vision for the future, and develop a clear, actionable plan for implementation.

Our alternative programs serve students who may be:

- Credit-deficient
- Experiencing attendance challenges
- Referred for disciplinary reasons
- Returning from out-of-district placements
- In need of social-emotional or mental health support

While our programs provide important support, we know there is room to improve outcomes and better meet students' needs. We want a model that is academically rigorous, supportive, and equitable, while aligned with district priorities and state requirements.
Through this work, we aim to:

- Increase academic growth and credit attainment
- Improve attendance and student engagement
- Raise graduation rates
- Reduce repeat disciplinary placements
- Strengthen reintegration into comprehensive schools when appropriate
- Expand postsecondary and workforce readiness opportunities
- Build a sustainable model with clear accountability

4.2 SCOPE OF SERVICES: The partner will guide the district through three main phases, with optional ongoing support.

4.2.1 PHASE 1: ASSESSMENT AND LISTENING

This phase focuses on understanding our current programming and identifying opportunities for improvement.

Key activities include reviewing student and program data, analyzing policies, examining staffing structures, conducting site visits, and gathering input from students, families, and staff. The goal is to clearly identify strengths, gaps, and priorities.

Deliverables:

- Comprehensive Needs Assessment Report
- Summary of findings and recommended priorities
- Executive-level presentation for leadership and/or the Board

4.2.2 PHASE 2: MODEL DESIGN

Based on assessment findings, the partner will help design a cohesive alternative education framework that addresses:

Student Placement and Pathways: Clear criteria for entry and exit, along with pathways back to comprehensive schools.

Instructional Approach: Flexible credit recovery and acceleration options, competency- or mastery-based learning, hybrid scheduling where appropriate, and career-connected opportunities.

Student Supports: Trauma-informed practices, restorative approaches to discipline, counseling and mental health integration, case management, and family engagement.

Staffing and Professional Development: Role clarity, recommended staffing levels, and a plan for ongoing professional learning.

Accountability and Data: Defined success metrics, early warning indicators, and progress monitoring systems.

Deliverables:

- Written Alternative Education Framework
- Logic model and theory of action
- Draft program handbook
- Board-ready presentation materials

4.2.3 PHASE 3: IMPLEMENTATION PLANNING

We want a plan that is realistic and actionable. This phase includes:

- A phased 1–3 year implementation roadmap
- Budget projections for the proposed 1–3 year implementation roadmap, including anticipated cost for staffing, professional development, program materials/technology, communication and outreach, and any other miscellaneous implementation costs for years 1-3.
- Staffing transition recommendations
- Policy updates where needed
- Professional development calendar
- Communication strategy for staff, students, and families
- Risk assessment and mitigation plan

Deliverables:

- Implementation Roadmap (phased 1-3 year implementation plan
- Include the Budget Summary Chart with projected costs

The Cost Sheet, included under Section V, Tab V, reflects the expenses associated solely with the development and preparation of the Plan. In contrast, the Phase Three Budget Summary presents the projected costs to be incurred by the Knox County Schools for implementation during Years 1 through 3.

Budget Summary with Projected Costs

Category	Year 1	Year 2	Year 3
Staffing	$	$	$
Professional Development	$	$	$
Program Materials/Technology	$	$	$
Communication & Outreach	$	$	$
Miscellaneous Implementation Costs	$	$	$
Total	$	$	$

- Change Management Plan to support successful implementation

4.2.4 OPTIONAL PHASE 4: EARLY IMPLEMENTATION SUPPORT

The district may ask the selected partner to provide support for initial rollout, including:

- Leadership coaching
- Staff training sessions
- Data system setup and dashboard development
- Ongoing evaluation and refinement

4.3 EXPERIENCE AND EFFECTIVENESS:

4.3.1 EXPERIENCE AND REFERENCES

Proposers must demonstrate relevant experience and provide references that substantiate their qualifications to deliver the proposed services. Submissions shall include the following:

- Demonstrated experience in redesigning alternative or nontraditional programs
- Documented experience improving outcomes for underserved student populations
- Knowledge of trauma-informed and restorative practices
- K-12 district-level system expertise
- Experience facilitating stakeholder engagement and program evaluation

Proposers shall provide **three (3) examples** of demonstrated success in redesigning alternative school programs that are student-centered similar in scope to those proposed. For each example, include:

- A description of the services provided
- Evidence explaining why the implementation was successful, program effectiveness, such as outcome data, evaluations, or documented improvements

All examples must have been completed within the last five (5) years.
Proposers must provide three (3) corresponding references using **Attachment A**. Each reference must include:

- Name of the agency or institution
- Point of contact
- Telephone number and email address
- Nature and size of the contract

References may not include any Knox County Government entity or Knox County Schools.

4.3.2 EFFECTIVENESS

Proposers must describe how the redesigned programming will lead to measurable improvements for alternative schools in:

- Attendance
- Credit accumulation
- Graduation rates
- Behavioral outcomes
- Postsecondary enrollment, certifications, or employment
- Student and family satisfaction

Proposers must describe how program implementation and impact will be monitored, measured, and evaluated over time.

4.3.3 PROJECT TEAM

Proposers must submit a project team diagram and a written description of the proposed project team, identifying key personnel by name and title. The submission shall include:

- Roles and responsibilities of key individuals assigned to each phase of the project
- Supporting narratives describing each individual's:
    - Relevant qualifications
    - Educational credentials
    - Applicable professional experience related to the proposed services

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 on a Flash drive. **This shall be in one (1) complete searchable pdf file. Do not include multiple folders on the Flash drive.**
- Page numbers should be placed on bottom center of pages.

TAB I **PROPOSER INFORMATION**

Company Name, Address, and Telephone Number(s)
Primary Contact Person's Name, Email Address and Telephone Number(s)
Proposers Vendor Number as assigned by Knox County
Tennessee Secretary of State Control Number (if applicable)
State of Tennessee Certificate of Authority (if entity is located outside of Tennessee)
Employer Identification Number (EIN)
Acknowledgement of any addenda issued by Knox County Procurement
Please indicate whether any artificial intelligence (AI) tools or technologies will be used in the performance of the proposed work. If so, identify the tools and describe how they will be used, including the scope, purpose, and any associated data privacy or security considerations.

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

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

TAB III **APPROACH TO SCOPE OF SERVICES (60 POINTS)**

Proposers are required to provide a comprehensive description of their approach to the Scope of Services section of the Scope of Work. At a minimum, the submission must fully address each requirement outlined in Section 4.2.

TAB IV **EXPERIENCE AND EFFECTIVENESS (20 POINTS)**

Proposers are required to provide a detailed description to the Experience and Effectiveness section of the Scope of Work. At a minimum, the submission must fully address each requirement outlined in Section 4.3.

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

- **Cost Sheet:** Attachment B. Proposers must submit the attached cost sheet with their response. Failure to include pricing on the attached cost sheet will be considered during the evaluation process and may be just cause to deem your proposal non-responsive.
- **Detailed Cost Breakdown:** Proposers must also include a detailed breakdown of all direct and indirect costs including, but not limited to, number of hours to complete each requirement and hourly rates (if applicable), travel per employee per day, cost of printed materials ancillary out-of-pocket charges, etc. Proposer may include the methodology used to determine their proposed cost.
  NOTE: The Cost Sheet (Attachment B) shall only be included under this tab on the one (1) original, one (1) exact copy and electronic copy. This tab will be reviewed after the other sections of the vendor's proposal have been reviewed and scored.

TAB VI **OTHER INFORMATION**

Proposers may include any other information deemed pertinent to this solicitation, such as optional services to support district.

TAB VII **EXCEPTIONS**

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

TAB VIII **ATTACHMENTS**

- References (Attachment A)
- Insurance Checklist (Attachment C)
- Iran Divestment Act/No Boycott of Israel Affidavit (Attachment D)
- Criminal History Check Affidavit (Attachment E)
- Knox County Business Tax License for Organization (if applicable)

Note: Failure to include requested information may result in the proposer being disqualified

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3726

Vendor: _____

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

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
COST SHEET
REQUEST FOR PROPOSAL NUMBER 3726

Company Name: _____

It is the intent of Knox County and Knox County Schools to evaluate the cost of the project fairly and objectively. For evaluation purposes, the total cost of the project will be used to determine points received for proposed cost. The intent of Knox County and Knox County Schools is to partner with a qualified and established supplier to collaborate with Knox County Schools in the development and redesign of alternative school programming. The county will utilize milestone payments to match the phases of the project.

Per Section V, Tab V, proposers must also include a detailed breakdown of costs including, but not limited to, number of hours to complete each requirement and hourly rates (if applicable), travel per employee per day, cost of printed materials, ancillary out-of-pocket charges, etc.

Knox County intends for this proposal to result in a contract for a "not to exceed" cost stated below. However, in the event additional services are needed to fulfill the services, the County requests proposers supply, on a separate form, a pricing schedule of billable hours for additional consulting services through the process. Please provide the pricing structure and number of participants included for each.

Failure to provide this cost sheet in your response will be considered during the evaluation process and may be just cause to deem your submittal non-responsive.

Phase 1: Assessment and Listening: focuses on understanding the current programming and identifying opportunities for improvement. The required deliverables in this phase are a comprehensive needs assessment report, a summary of findings and recommended priorities and an executive-level presentation for leadership and the Board of Education. (This cost includes all expenses associated with Phase 1 of this project, including all travel-related expenses.)

$_____

Phase 2: Model Design: focuses on using the assessment finding to help design a cohesive alternative education framework. The required deliverables in this phase are a written alternative education framework, logical model and theory of action, drafted program handbook and presentation materials for the Board of Education. (This cost includes all expenses associated with Phase 2 of this project, including all travel-related expenses.)

$_____

Phase 3: Implementation Planning: focuses on a plan that is realistic and actionable. The required deliverables in the phase are an implementation roadmap, budget summary and a change management plan. (This cost includes all expenses associated with Phase 3 of this project, including all travel-related expenses.)

$_____

Total Project Cost:(The total cost of all three phases should be here.)

$_____

Add-On Services and Pricing Schedule

Proposers must complete the chart below and provide a brief narrative explanation (if needed) to clarify scope and deliverables. All add-on services must be priced separately from the base proposal. Travel expenses are to be included in the cost and will not be billed separately.

Optional Service	Description of Scope	Deliverables	Pricing Structure (Fixed, Hourly, Per Session)	Number of Participants Included in Pricing	Explanation
Leadership Coaching	Ongoing coaching for district and site leaders to support implementation, instructional leadership, and change management	Coaching plan, session summaries, leadership action steps.	$_____		
Staff Training & Professional Development	Design and facilitation of training aligned to the redesigned alternative education framework.	Training agendas, materials, session delivery, follow-up resources.	$_____		
Data System Setup & Dashboard Development	Design and implementation of progress monitoring tools, dashboards, and early warning indicators.	Configured dashboards, reporting templates, user training.	$_____		
Ongoing Evaluation & Continuous Improvement	Periodic program evaluation, data analysis, stakeholder feedback collection, and refinement recommendations.	Evaluation reports, outcome analysis, improvement action plans.	$_____		
Implementation Support Services	On-site or virtual facilitation during early rollout, troubleshooting, and alignment support.	Implementation session facilitation, status reports, action plans.	$_____		
Other (Specify)					

DELIVERY: All shipments that are to be delivered must be Free on Board Destination to the department ordering the items. All shipping charges are to be included in the unit price of each item. All deliveries must be unloaded and delivered inside to the department location that is ordering the items.

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 3726

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
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. 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
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSAL NUMBER 3726

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

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

ATTACHMENT E
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3726

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, President or other Principal

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

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

EXHIBIT A
GENERAL FEDERAL FUNDING REQUIREMENTS
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3726

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) For purposes of this section:

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

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

EXHIBIT B
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 Alternative Schools Redesign for Knox County Government and Knox County Schools (Request for Proposal #XXXX) 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 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's 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 June 2026 and ends upon the 31st day of May 2027 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 vendor 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 with the vendor.

2. **Payment.** The County shall pay Contractor the amount as agreed upon in the County's Request for Proposal for Alternative Schools Redesign for Knox County Schools per the Contractor's response to Request for Proposal #XXXX 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 Alternative Schools Redesign for Knox County Schools pursuant to Request for Proposal #XXXX.

TBA

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 services for an Alternative Schools Redesign for Knox County Schools 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' advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing service. 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 an Alternative Schools Redesign 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 Alternative Schools Redesign for Knox County Schools, 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 Alternative Schools Redesign for the County in accordance with Request for Proposal #XXXX.

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 #XXXX
B. Contractor's Response to Request for Proposal #XXXX

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:_____

CONTRACTOR

_____ _____
AUTHORIZED SIGNATURE **VENDOR – Printed Name**

CONTRACTOR
COMPANY NAME

Date:_____

SAMPLE

OFFICE OF COUNTY MAYOR GLENN JACOBS

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

Knox County Procurement Division
Addendum I to RFP No. 3726
Alternative Schools Redesign

Addendum Date: April 21, 2026

Buyer: Rachel Cabrera

Closing Date: April 29, 2026

The following is for clarification:

Question 1: Could you please let me know when the work for this project is anticipated to begin?

Answer 1: The anticipated timeline for this project is to commence as expeditiously as possible upon execution of the contract.

Question 2: We'd like clarification on the expected completion time.

Answer 2: The department would like this completed next school year so that implementation can begin in the 2027-2028 school year. Ideally, this would be completed by December 2026, positioning KCS well for the upcoming budget season.

End of Addendum I

Note: Addendum must be acknowledged in Section V of the submission.

Rachel Cabrera

Rachel Cabrera
Senior Procurement Analyst, Knox County Procurement

PUBLIC CONSULTING GROUP

Solutions that Matter

Knox County Schools

Alternative Schools Redesign

RFP No. 3726

April 29, 2026

Rachel Cabrera
Senior Procurement Analyst
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917
(865) 215-5751

PUBLIC CONSULTING GROUP

Solutions that Matter

Knox County Schools

Alternative Schools Redesign

RFP No. 3726

April 29, 2026

Rachel Cabrera
Senior Procurement Analyst
Knox County Procurement Division
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Knoxville, Tennessee 37917
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TAB I – PROPOSER INFORMATION

Company Name, Address, and Telephone Number	Public Consulting Group LLC 148 State St 10th Floor, Boston, MA 02109 P: (800) 210-6113
Primary Contact	Dr. Jennifer Meller, Manager E: jmeller@pcgus.com P: (720) 274-6321
Proposers Vendor Number as assigned by Knox County	49218
Tennessee Secretary of State Control Number	000435969
State of Tennessee Certificate of Authority	9F9B0324
Employer Identification Number (EIN)	04-2942913
Acknowledgement of Addenda	PCG acknowledges Addendum I to RFP No. 3726 posted on April 21, 2026 by Ms. Rachel Cabrera.
Please indicate whether any artificial intelligence (AI) tools or technologies will be used in the performance of the proposed work. If so, identify the tools and describe how they will be used, including the scope, purpose, and any associated data privacy or security considerations.	To support accurate and high-quality documentation, our team uses Marvin, a secure, enterprise-grade note-taking and qualitative analysis platform designed for sensitive professional contexts. Marvin has been vetted by PCG's Chief Information Officer and meets internal compliance and security guidelines for professional services engagements. This review included consideration of PCG's standards for data protection, confidentiality safeguards, and responsible use of AI-enabled tools. Marvin is built with privacy-by-design safeguards and includes automated protections to prevent the capture or retention of personally identifiable information (PII). The platform masks voices, removes faces, and supports workflows that ensure individual participants cannot be identified in recordings, notes, or outputs. All information collected during engagement activities is treated as confidential. Analysis is conducted only at an aggregate level on pseudonymized data to identify system-wide patterns and themes. Notes and insights are used solely to inform organizational learning and decision-making and are not used to evaluate or attribute individual responses. No names, roles, schools, students, staff members, or other identifying details appear in any deliverables, reports, or shared materials. Additional information on Marvin's security and privacy practices is available at: https://heymarvin.com/ https://heymarvin.com/security

TAB II – SIGNED LETTER AUTHORIZING SUBMISSION OF THE PROPOSAL

April 29, 2026

Rachel Cabrera

Knox County Procurement Division

Dear Ms. Cabrera,

Public Consulting Group LLC (PCG) is pleased to submit a proposal to support Knox County Schools (KCS) in helping the district reimagine and redesign the existing alternative school programming. In the following proposal, we outline our firm's background, our qualifications and expertise in special education policy, compliance requirements of the IDEA, programmatic requirements and best practices in early childhood special education as well as our envisioned approach to delivering the services. We also provide our anticipated costs.

PCG was founded in Boston, Massachusetts as a management consulting firm in 1986 with a corporate mission of "Solutions that Matter." We are committed to results for our clients because results mean healthy, empowered, and successful individuals, families, and communities. Our firm has extensive experience in all 50 states, several Canadian provinces, and a growing international practice in Europe.

Together, as a leading public sector consulting firm and leading policy center respectively, we:

- Bring **in-depth expertise in the Individuals with Disabilities Education Act (IDEA)**, and significant local and national knowledge of special education including early intervention, IDEA Part C to Part B transitions, and comprehensive monitoring practices.
- Have extensive expertise collecting and analyzing **qualitative and quantitative data** including the **development and implementation of cyclical and focused monitoring tools and protocols** at the local, state, and federal levels.
- Offer **deep knowledge** around state-focused special education services, such as promoting statewide consistency of Individual Education Program (IEP) implementation, designing differentiated statewide professional learning programs and delivering technical assistance at scale.
- Prioritize a **collaborative approach** with our clients to build strong partnerships, to improve project success and build capacity to enact a cycle of **continuous improvement**.

Tennessee and Knox County Experience

PCG has an established partnership with the Tennessee Department of Education through TN Pulse, the state's implementation of PCG's EDPlan platform. Through this statewide system, PCG supports districts across Tennessee with integrated special education data, compliance monitoring, and results-driven accountability tools that link IEP implementation, monitoring, and reporting within a single platform. This work provides PCG with place-based knowledge of Tennessee's accountability structures, reporting expectations, and district operating context, allowing our consulting and implementation support to align seamlessly with state systems and requirements.

PCG also conducted a comprehensive review of special education in Knox County Schools, examining district systems, structures, and practices related to service delivery, staffing, family engagement, compliance, and student outcomes. The review used a mixed-methods approach that included document analysis, data review, stakeholder interviews and focus groups, and benchmarking against best practices for special education. Findings and recommendations were synthesized into a detailed report and executive summary that were presented to district leadership and the Board of Education and received a favorable response.

Importantly, this work did not conclude with a static report. PCG partnered with KCS to translate findings into an actionable implementation plan, supporting the district in moving from analysis to execution. Elements of this action plan are currently being implemented within the Special Education Department, positioning PCG as a long-term systems partner rather than a one-time reviewer. This continuity allows PCG to bring deep institutional knowledge, historical context, and practical insight into current and future work with KCS.

We are enthusiastic about the opportunity to partner with KCS on this engagement and to continue our established collaboration. If you have any questions about our approach and bid submission, please contact me via email at jmeller@pcgus.com or via phone at 610-517-7062.

Sincerely,

Dr. Jennifer Meller, Manager

Public Consulting Group LLC

Phone: (610) 517-7062

Email: jmeller@pcgus.com

TAB III – APPROACH TO SCOPE OF SERVICES

PROJECT WORK PLAN



Project Approach and Methodology

PCG proposes a collaborative, iterative approach to advancing KCS's alternative education programming that **builds on the current state analysis we are currently conducting**. Rather than treating model design and implementation planning as steps that follow PCG's analysis at a later point in time, our approach proposed here is structured to use existing findings to inform design and planning concurrently, maintaining momentum and supporting timely progress toward improved student outcomes and programming in KCS's non-traditional pathways.

Across all phases, PCG emphasizes partnership with KCS leadership, alignment to district priorities and state requirements, and a continued focus on student-centered, equity-driven, and results-oriented design.

Guiding Design Principles

The work across phases is grounded in the following principles, which are aligned to national best practices in alternative education, including frameworks advanced by the **National Alternative Education Association (NAEA)**:

- **Student-Centered Pathways:** Systems that meet students where they are academically, behaviorally, and socially-emotionally, while maintaining high expectations and multiple pathways to success.
- **Clarity and Consistency:** Clear placement criteria, decision-making structures, and expectations that reduce variation and inequity across programs.
- **Strong Instructional Core:** Academically rigorous, flexible instructional models that support credit attainment, acceleration, engagement, and post-secondary readiness.
- **Integrated Supports:** Coordinated academic, behavioral, mental health, and family engagement supports embedded into daily practice.
- **Sustainability and Accountability:** Clearly defined success measures, data review cycles, and monitoring structures that support ongoing improvement over time.

These principles guide the current state analysis, design, and implementation planning simultaneously to support coherence across phases.

Phase Integration and Sequencing

Although the RFP presents Phases 1–3 as separate steps, PCG recommends **beginning model design and implementation planning concurrently once Phase 1 is complete**, rather than treating these as fully sequential efforts. This approach allows KCS to act on priority areas identified through the current state analysis without delaying progress while Phase 2 design work is underway.

Specifically, this approach allows KCS to:

- **Use Phase 1 findings to begin addressing priority areas immediately**, while those same findings inform the development of the alternative education framework and supporting tools.
- **Surface and address key implementation considerations early**, including staffing, policy alignment, and feasibility, so they can be refined over time rather than discovered late in the process.
- **Engage in action planning with district leadership while knowledge of current conditions is most immediate**, supporting timely decisions and reducing the risk that early momentum is lost.

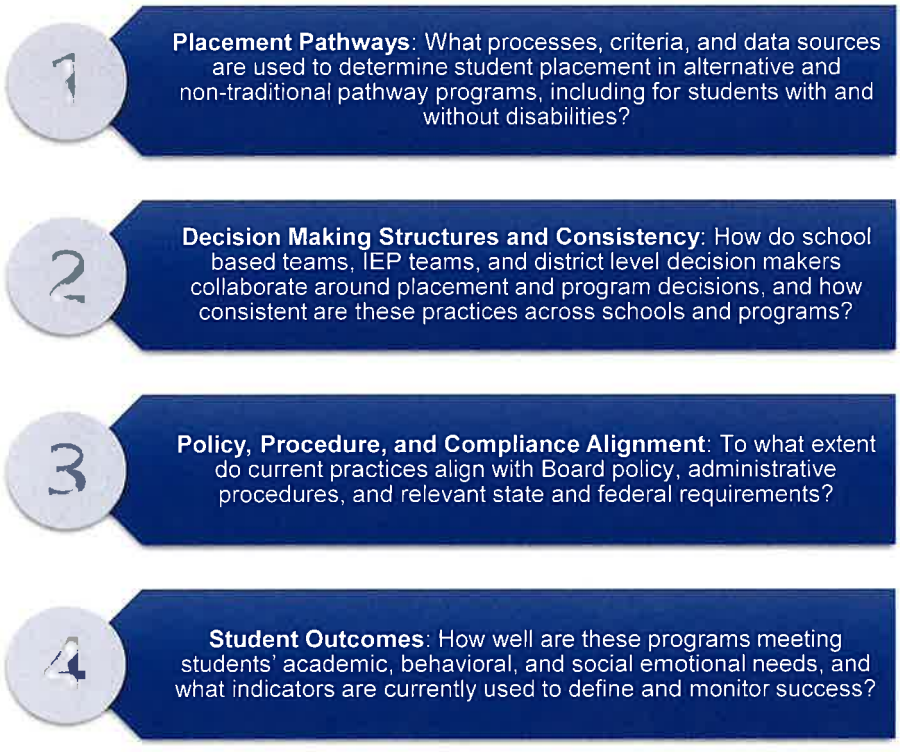
By intentionally overlapping design and implementation planning in this way, KCS avoids extended delays between phases, shortens the gap between planning and action, and increases the likelihood that recommendations lead to meaningful, sustained change.

Phase 1: Assessment and Listening

PCG enters this engagement already actively engaged in Phase 1 with KCS, completing a comprehensive current state analysis of the district's alternative and nontraditional pathway programs. This work is being conducted in direct alignment with KCS's approved scope and research questions and reflects the same "assessment and listening" priorities outlined in the RFP. Rather than duplicating discovery activities, this proposal outlines and extends work that is already underway, allowing KCS to immediately benefit from a team with deep, contextual knowledge of its programs, systems, and stakeholders.

Phase 1 Scope and Research Questions

As part of this active Phase 1 effort, PCG is currently addressing the following research questions for KCS:



These questions are guiding all data collection, analysis, and synthesis activities currently in progress.

Phase 1 Activities Underway

To answer these questions, PCG is already engaged in a robust, mixed methods assessment that includes:

Activity	Purpose
Stakeholder Engagement	Meetings and listening sessions with leadership, program staff, students, and families to understand lived experiences, perceived strengths, and areas for improvement
Program Visits and Observations	Site visits to alternative and nontraditional programs to understand instructional models, schedules, student supports, and day-to-day implementation.
Student Data and Trend Analysis	Review of enrollment, placement, attendance, discipline, and outcome data to identify patterns, variation across programs, and areas for deeper exploration.
Data and Document Review	Analysis of policies, procedures, guidance documents, organizational structures, and existing tools to understand how systems currently support, or create barriers, to program implementation.

This work is intentionally focused on system-level conditions, rather than evaluation of individual programs or staff, and is designed to identify areas of strength and opportunity to inform future planning.

Targeted Phase 1 Extension: Staffing Review

To support effective model design and implementation planning, **Phase 1 will include a targeted staffing review as an extension of the current-state analysis**. This review is designed to provide timely, decision-relevant insight into staffing patterns, role alignment, and system capacity so staffing considerations can meaningfully inform framework development and early implementation planning.

The staffing-related analysis will include:

1. Review of existing staffing models across alternative and non-traditional programs
2. Clarification of roles and responsibilities associated with instruction, student support, case management, and administration
3. Identification of areas where staffing structures may support or limit program goals

Findings from this review will be used to inform Phases 2 and 3, particularly framework development, staffing recommendations, professional learning, and budget planning.

Emerging Understanding

While Phase 1 analysis is still underway, early review indicates that KCS has several strong elements of alternative and nontraditional pathways designed to meet diverse student needs. At the same time, PCG is examining areas where increased clarity, consistency, or alignment across programs may further

strengthen access, decision-making, and student outcomes. Phase 1 will finalize these themes, so KCS leadership has a clear understanding of strengths and priority areas as the work moves into design and implementation planning.

Key Activities

Building on the work already in progress, Phase 1 will culminate in the following deliverables, designed to meet both operational and executive level needs:

- Synthesize findings from data analysis, site visits, stakeholder engagement, and document review
- Conduct a targeted staffing review to inform future design and implementation planning
- Validate emerging themes and priority areas with KCS leadership, as appropriate

Phase 1 findings and recommendations will reflect the completed current state analysis. Findings from the targeted staffing review will be documented separately and incorporated into Phases 2 and 3 as part of model design and implementation planning.

Deliverable(s)

1a. Current-State Findings Presentation (included with current-state analysis)
A detailed presentation of Phase 1 findings and priorities, drawing directly from the current state analysis.

1b. Partner Executive Summary: Findings and Priority Areas (added to Phase 1)
A concise, leadership-facing executive summary that synthesizes key findings and clearly outlines recommended priority areas, grounded in data and stakeholder input

1c. Condensed Executive-Level Presentation (added to Phase 1)
A streamlined version of the findings presentation tailored for district leadership and/or the Board, focused on key themes, system-level insights, and strategic implications

1d. Staffing Analysis Addendum (added to Phase 1)
A brief addendum summarizing findings from the targeted staffing review conducted as an extension of Phase 1. This addendum will highlight high-level staffing patterns, role considerations, and alignment between staffing structures and program intent. Findings will be used to inform framework development, implementation planning, and budget projections in Phases 2 and 3

PHASE 2: MODEL DESIGN

Building on the completed Phase 1 current state analysis and targeted staffing review, **Phase 2 focuses on co-developing a cohesive, district-specific alternative education framework**. This phase shifts the work from understanding current conditions to clearly defining how alternative and nontraditional pathways are intended to function across KCS.

Rather than producing isolated recommendations, Phase 2 establishes a shared framework that brings clarity and alignment across student placement and pathways, instructional expectations, student supports, staffing structures, and accountability. These elements are intentionally developed together so decisions in one area reinforce decisions in another and support consistent implementation over time.

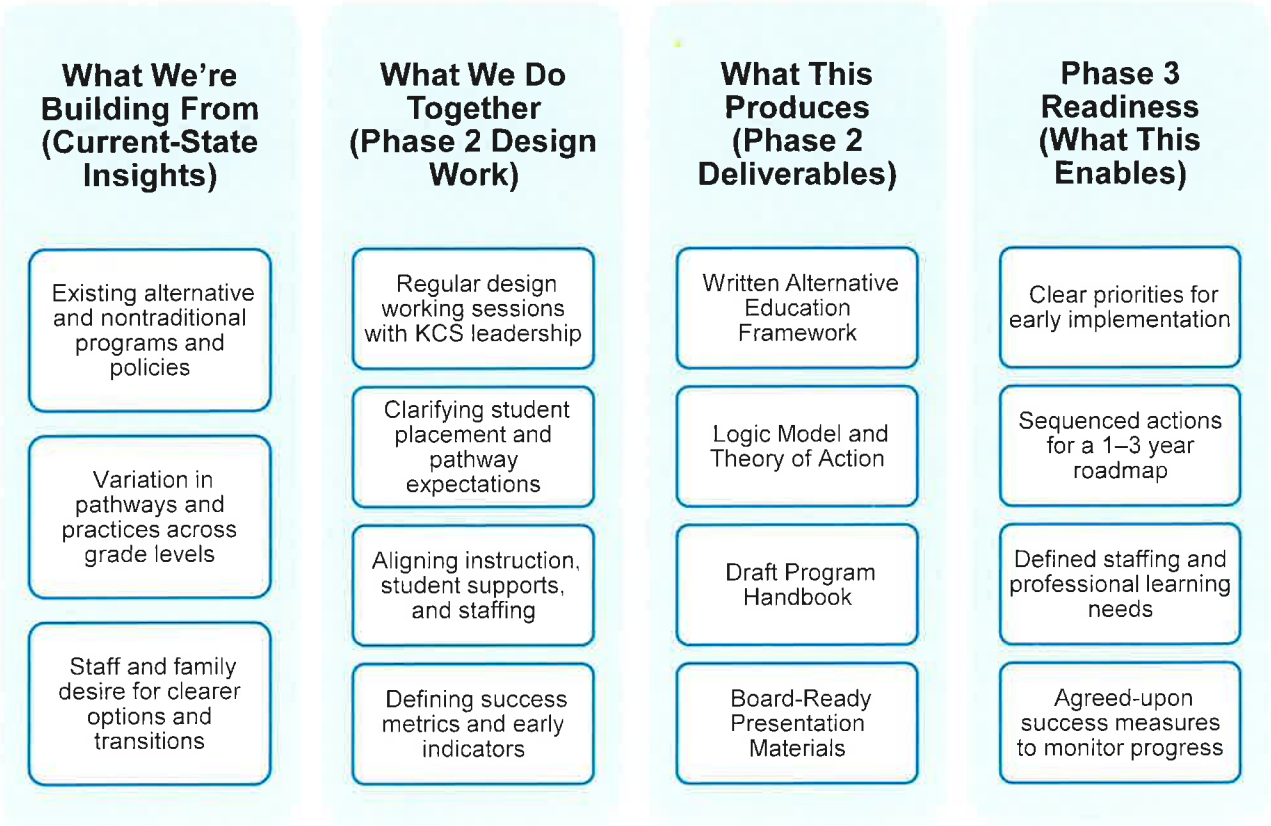
Throughout Phase 2, PCG will work closely with KCS leadership to translate Phase 1 findings into design decisions that reflect best practices in alternative education while remaining grounded in district priorities, capacity, and operational realities.

Key Activities

Phase 2 builds directly on Phase 1 findings and **shifts the work from understanding current conditions to designing how alternative pathways will function going forward**. Building on the completed Phase 1 current state analysis and targeted staffing review, this phase focuses on working alongside KCS to co-develop a customized alternative education framework that brings greater clarity and consistency to alternative and nontraditional pathways across the district.

Early themes emerging from our current state analysis provide important context for this design work. Our initial review suggests that while KCS has established policies, procedures, and program documentation supporting alternative and nontraditional pathways at the secondary level, approaches at the elementary level are less consistent and often lack clearly articulated pathways. Across grade levels, staff and families have expressed a desire for clearer alternative options when students need something different, along with greater transparency around how placement decisions are made and how students move into and out of alternative settings. These early insights reinforce the need for a districtwide framework that strengthens clarity, cohesion, and shared understanding, while remaining flexible enough to respond to varied student needs.

The graphic below illustrates how Phase 2 design work builds directly from current-state insights and translates into concrete products that prepare KCS for implementation planning. Rather than treating design as a pause between assessment and action, this approach shows how insights, collaborative decision-making, and deliverables are intentionally connected to support early readiness for Phase 3.



To support this work, PCG will engage in regular, structured working sessions with KCS leadership, typically on a weekly or biweekly basis, to support shared decision-making and steady progress toward the required Phase 2 design products. Through these sessions, PCG will support KCS leaders in making intentional decisions about how student placement and pathways are defined, what instructional approaches are expected across programs, how student supports are integrated, and how staffing

structures align with program goals. This work builds on existing program descriptions, alternative application processes, and policies already in place, with a focus on strengthening alignment and clarity rather than starting from scratch. National best practices in alternative education, including NAEA-aligned principles, will be used as a reference point and adapted to KCS's context rather than applied as a prescriptive model.

As part of this phase, PCG will collaborate with KCS leadership to **define what success looks like for alternative and nontraditional pathways**. This includes clarifying intended student outcomes and developing success metrics and early indicators aligned to KCS's goals for credit attainment, attendance, engagement, graduation, and reintegration. These measures are embedded in the design work, so they inform the logic model and theory of action and are reflected in practical tools, such as the draft program handbook, that support consistent decision-making and implementation. As the model is developed, staffing capacity, professional learning needs, and system readiness are also considered so the resulting framework is both implementable and well-positioned to inform Phase 3 implementation planning through a logic model and theory of action.

Deliverable(s)

2a. Written Alternative Education Framework
A district-specific framework that defines shared expectations for student placement and pathways, instructional approaches, student supports, staffing structures, and accountability across alternative and non-traditional programs

2b. Logic Model and Theory of Action
A clear articulation of how framework components are expected to lead to improved student outcomes, including defined success metrics and early indicators

2c. Draft Program Handbook
A practical guide that builds on existing documentation to clarify expectations, roles, entry/exit criteria, and core practices, designed to support consistent decision-making and implementation rather than serve as a static manual.

2d. Board-Ready Presentation Materials
Clear, accessible materials that communicate the framework, design rationale, and intended outcomes to district leadership and the Board

Phase 3: Implementation and Planning

Phase 3 focuses on **turning the alternative education framework and design decisions developed in Phase 2 into a realistic and actionable plan for implementation**. While Phase 2 establishes shared expectations and a clear framework, Phase 3 defines how that model will be put into practice over time, what happens first, what follows, and what conditions need to be in place for successful implementation.

This phase is intentionally structured to build on **Phase 3 readiness established during Phase 2**, rather than waiting for design work to be fully "complete" before implementation planning begins. As framework components, success metrics, and guideposts are defined in Phase 2, PCG will work alongside KCS leadership to begin translating those decisions into a phased implementation approach. This allows KCS to maintain momentum and begin acting on priority areas while longer-term elements are being refined.

Key Activities

Throughout Phase 3, implementation planning is grounded in KCS's operational realities. Staffing needs, policy considerations, professional learning needs, communication requirements, and budget implications are considered together, so the resulting plan reflects what is both aspirational and feasible.

As part of this phase, PCG will engage in structured planning conversations with district leadership to determine which components of the model are ready for near-term implementation and which should be sequenced over a longer timeline. These conversations inform development of a **phased 1-3 year implementation roadmap** that aligns priorities, timelines, and responsibilities.

Phase 3 also includes **two onsite days** to support this work. The first onsite day is designed as a facilitated action-planning session with district leadership and key stakeholders, focused on prioritization, sequencing, staffing needs, and readiness for implementation. The second onsite day is structured to support executive leadership and Board-level discussion of the alternative education framework and the proposed implementation roadmap, so district leaders and the Board have a clear understanding of the framework, implementation priorities, and decisions needed before rollout.

Risk assessment and mitigation are embedded into Phase 3 planning, rather than treated as a standalone exercise. As implementation pathways are developed, PCG will work with KCS leadership to identify potential risks, dependencies, and constraints, and to outline practical mitigation strategies that support successful implementation over time.

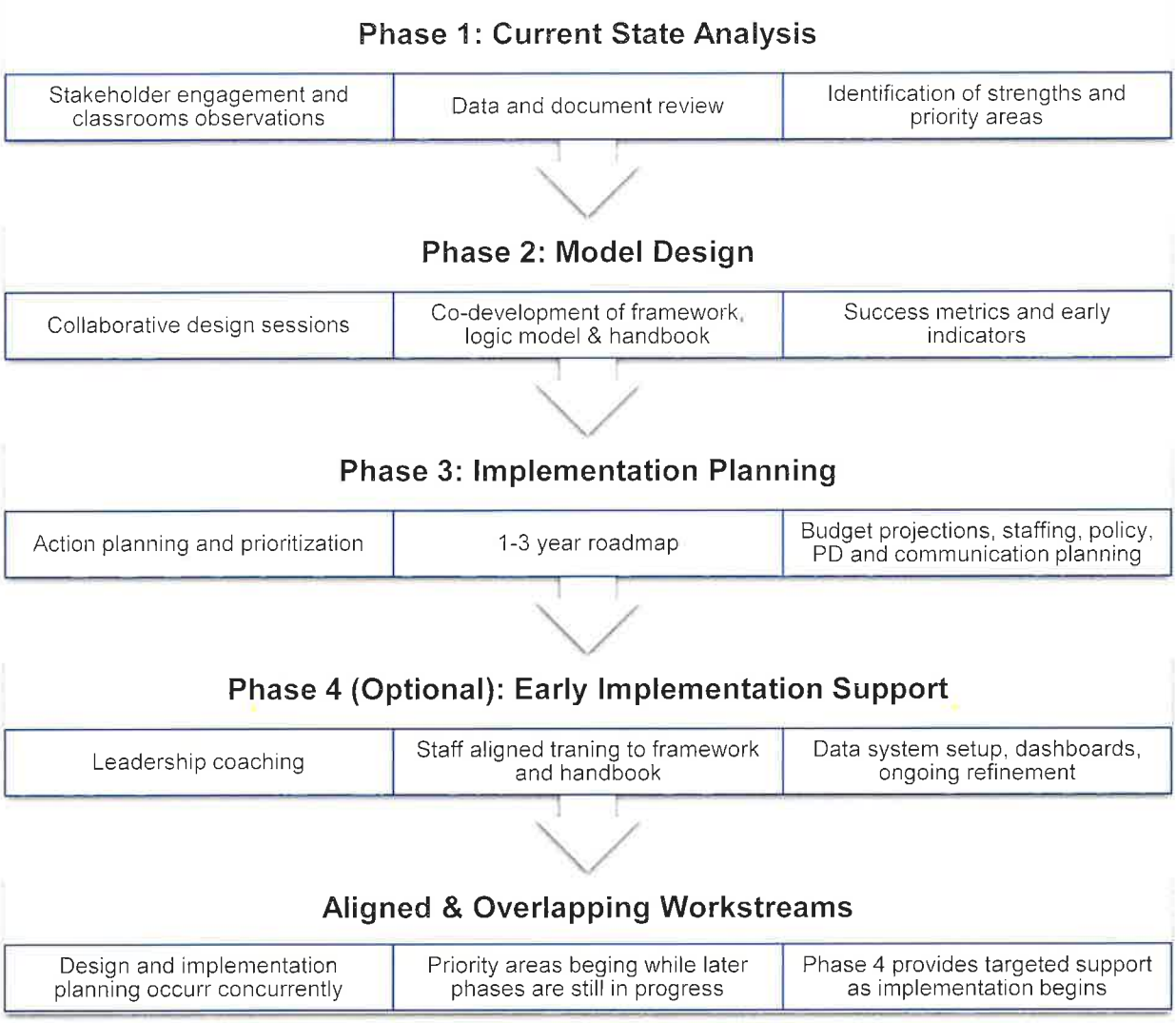
Deliverables

3a. 1-3 Year Implementation Roadmap
A detailed roadmap that outlines priority actions, timelines, and sequencing for implementation across a three-year period. The roadmap addresses staffing needs, policy updates where needed, professional development calendar, and communication considerations.

3b. Budget Summary Chart (Years 1-3) and Cost Sheet
A summary of projected costs associated with implementation, including anticipated costs for staffing, professional development, program materials and technology, communication and outreach, and other implementation related expenses. This budget reflects costs to be incurred by KCS during Years 1–3 of implementation and is distinct from the Cost Sheet, which reflects only the costs associated with development of the plan itself.

How the Phases Work Together

This visual illustrates how Phases 1-4 are aligned, where workstreams overlap, and how optional Phase 4 supports early implementation following Phase 3 planning. This phased approach allows KCS to move from understanding, to design, to action, with optional support during early implementation discussed in the next section.



Phase 4: Optional Early Implementation Support

Phase 4 provides optional, targeted support during initial rollout of the alternative education model, building directly on the implementation roadmap developed in Phase 3. This phase is designed to support KCS as plans move into practice and to strengthen early implementation through hands-on partnership.

At KCS's request and informed by the outcomes of Phases 2 and 3, PCG and KCS would collaboratively define a separate scope of work for Phase 4 to align implementation support to the district's priorities and needs at the time of rollout.

Depending on district needs during early implementation, support may include:

Activity	Description	Audience	Deliverables
Leadership Coaching	Ongoing coaching to support implementation, instructional leadership, and change	District and site leaders	Coaching plan, session summaries,

	management to help leaders navigate early decisions and maintain alignment across programs		leadership action steps
Staff Training & Professional Development	Design and facilitation of training aligned to the redesigned alternative education framework and program handbook, focused on practical application rather than awareness	District and site leaders and teachers	Training agendas, materials, session delivery, follow-up resources
Data System Setup & Dashboard Development	Design and implementation of progress monitoring tools, dashboards, and early warning indicators to operationalize success metrics and monitor progress in real time	District and site leaders	Configured dashboards, reporting templates, user training
Ongoing Evaluation & Continuous Improvement	Periodic program evaluation, data analysis, stakeholder feedback collection, and refinement recommendations	District leaders	Evaluation reports, outcome analysis, improvement action plans
Implementation Support Services	Reviewing early data, facilitating reflection with district leaders, and identifying targeted adjustments to strengthen implementation. On-site or virtual facilitation during early rollout, troubleshooting, and alignment support.	District leaders	Implementation session facilitation, status reports, action plans

PCG is well positioned to support this phase based on our experience partnering with districts through multi-year implementation efforts that require coordination across strategy, practice, and systems. Our teams bring deep subject-matter expertise in education, proven capacity to design and deliver high-quality professional learning, and experience supporting technology-enabled data systems that help districts monitor progress and sustain improvement. This integrated approach allows KCS to work with a single partner that can support leadership decision-making, staff learning, and data-informed implementation as the work moves from planning to practice.

Project Timeline

PCG is prepared to start the evaluation immediately upon contract completion. The chart below illustrates the project's respective phases, along with their anticipated duration and timing. This proposed schedule is open to negotiation and will be reviewed and finalized at the project kick-off meeting. A final work plan will be developed and signed off upon by the assigned Contract Manager for KCS.

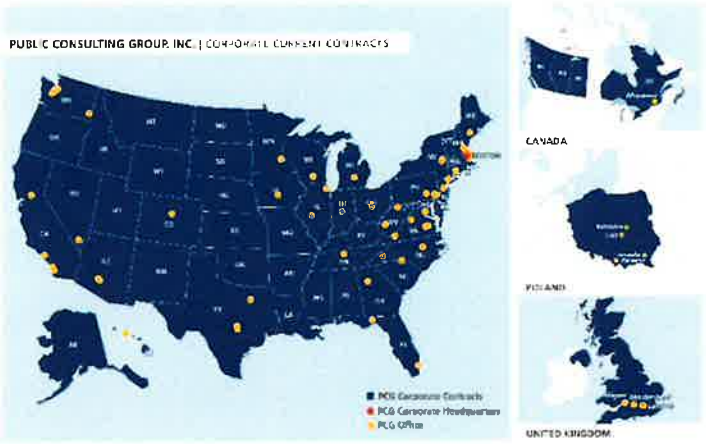
PCG has developed the project timeline provided below based on our understanding of the phases provided in the RFP. We are open to revisions to the proposed timeline to ensure the needs of KCS are fully met through this project in order for all elements to be implemented by SY2027-28.

Milestone	June 2026	July 2026	Aug 2026	Sept 2026	Oct 2026	Nov 2026	Dec 2027	Jan 2027	Feb 2027	Mar 2027
Project Kickoff and Work Plan										
Project Management Check-Ins										
PHASE 1 – Activities and Deliverables										
PHASE 2 – Activities and Deliverables										
PHASE 3 Activities, Deliverables and Onsite										
PHASE 4 – Optional (Planning for extended SOW based on KCS needs)										

TAB IV – EXPERIENCE AND EFFECTIVENESS

Overview of Firm Experience

Included below is a company summary including the company history, location, office location(s), company size, and the statement of technical areas of expertise. PCG has sufficient staffing and resources to support this engagement.



Public Consulting Group LLC (PCG) was founded in 1986, 40 years ago, with a corporate mission of "Solutions that Matter." Today PCG is one of the largest firms in the nation devoted to delivering innovative, cost-effective solutions and training to government agencies. We understand the issues that face educational organizations and work closely with our client partners to strengthen and improve their programs, resources, and outcomes.

PCG has extensive experience in all 50 states, clients in six Canadian provinces, and a growing practice internationally. As a leading education consulting firm, PCG brings national expertise and the proven strategies to drive and inform business process mapping, analysis, and recommendations required in this statement of work. PCG's team includes more than 2,000 professionals, The Education practice area has a total of 498 full-time employees. The firm serves its clients from 20 regional offices across the U.S. A list of PCG office locations can be found here: Find a PCG Location and Contact Information | PCG.

We have the financial stability, resource depth, and strategic expertise to ensure the quality and positive impact of PCG's services. PCG is a privately-owned corporation, and the firm's structure allows us to address the unique needs of each client by assembling project teams that call on varied knowledge, skills, and technologies from PCG's four areas of expertise: Education, Human Services, Technology, and Health.

Special Education Technical Expertise

For nearly twenty years, PCG has partnered with state education agencies across 22 states to strengthen early childhood and special education systems, with extensive expertise in preschool special education (IDEA Part B, Section 619) and Part C to Part B transition. Our teams have supported states in improving identification practices for young children, designing and refining compliance monitoring systems for both 619 and Part C, developing high-quality preschool IEP guidance, and aligning early intervention and early childhood special education requirements to federal and state regulations.

Our firm conducts comprehensive reviews, leads change management initiatives, designs statewide professional learning, and develops guidance and resources to strengthen compliance, efficiency, and effectiveness that build the capacity of educators and administrators serving young children with disabilities. Drawing on deep practitioner experience cross early intervention, preschool, and K–12 systems as teachers, local administrators, state leaders, and federal IDEA specialists, PCG provides actionable, developmentally appropriate strategies that help states and districts strengthen early childhood outcomes, improve compliance, and ensure that every young child receives the high-quality services they need to thrive. We have included select, relevant engagements below.

Selected Project Experience (3)

The following three examples demonstrate recent, student-centered alternative/nontraditional program redesign experience similar in scope to the services proposed. Corresponding references are provided in **Attachment A**.

Boston Public Schools – Emotional Impairment-Targeted Program Review

May 2024 – June 2025

Contact: *Christine Trevisone, Senior Advisor of Specialized Services*

P: *(617) 635-9000* ***E:*** *ctrevisone@bostonpublicschools.org*

- **Context:** Boston Public Schools (BPS) engaged PCG to conduct an external review of the Emotional Impairment (EI) substantially separate program to identify strengths and improvement opportunities related to equitable access, identification and placement patterns (including disproportionality), instructional quality, student supports, and alignment to compliance expectations.
- **Services provided:** Multi-method program evaluation including project kickoff and refinement of guiding questions; formal data and document request and review (policies/procedures, guidance, communications, professional learning context, and monitoring tools); trend analysis of student population and placement patterns; stakeholder interviews and focus groups (including parents/caregivers and school- and central-office staff); site visits and classroom observations; and IEP file review using a calibrated protocol to support consistent ratings.
- **Key deliverables:** Focus group and file review protocols; synthesized findings from qualitative and quantitative analyses; draft and final report with user-friendly displays of results; executive summary for broad dissemination; action planning session to develop an implementation roadmap with timelines and progress monitoring milestones; and an executive-level presentation to senior leadership and/or the School Committee (as requested).
- **Outcomes / evidence of success:** Delivered a structured, evidence-based set of findings and recommendations, grounded in triangulated data (trend analysis, stakeholder voice, site-based observations, and IEP review), to support district decision-making and implementation planning.

Marlborough Public Schools - Targeted Review Pathways Program

January 2023 – April 2024

Contact: *Dr. Jody O'Brien, Assistant Superintendent of Student Services and Equity*

P: (508) 688-9540 ***E:*** *jobrien@mps-edu.org*

- **Context:** Public Consulting Group (PCG) partnered with Marlborough Public Schools to conduct a targeted review of the district's Pathways Program, a specialized program serving students with disabilities. The district sought an external partner to evaluate the effectiveness, consistency, and equity of program design and implementation, including service delivery, instructional practices, staffing structures, and use of data. The review was designed to identify systemic strengths and gaps impacting student outcomes and equitable access to services.
- **Services Provided**: PCG delivered a structured, multi-phase targeted special education program review focused on the Pathways Program, beginning with collaborative project launch and planning with district leadership. Services included comprehensive data collection and analysis, document

and policy review, demographic and program analysis, student record and IEP reviews, stakeholder interviews and focus groups with district leaders, school-based staff, and families, and onsite school walkthroughs. PCG analyzed qualitative and quantitative data to identify root causes and inform actionable, program-specific recommendations.

- **Key Deliverables**: Key deliverables included a comprehensive findings report documenting strengths, gaps, and risks specific to the Pathways Program; analysis of alignment between IEP documentation and service delivery; identification of systemic patterns affecting program implementation, staffing, and consistency across settings; and a facilitated action planning roadmap. The action plan prioritized strategies, timelines, and ownership to support multi-year implementation and to strengthen compliance, service quality, and program coherence.
- **Outcomes / Evidence of Success**: The engagement resulted in adoption of a district action plan grounded in documented findings and stakeholder input related to the Pathways Program. Marlborough increased clarity and alignment around program entry and exit criteria, staffing roles, and service delivery expectations, and used review findings to inform adjustments to program structures and supports. The targeted review established a defensible, data-driven foundation for ongoing improvement and led to subsequent implementation support to support execution of Pathways-specific recommendations.

Greenwich Public Schools

September 2020 – October 2025

Contact: *Stacey Heiligenthaler, Chief Officer of Special Education and Student Supports*

P: *(203) 625-7466* ***E:*** *stacey_heiligenthaler@greenwich.k12.ct.us*

- **Context:** Public Consulting Group (PCG) partnered with **Greenwich Public Schools (GPS)** to conduct a multi-year special education review and **implementation plan assessment**, building on an initial comprehensive audit completed in 2020–21. Following adoption of a districtwide Special Education Action Plan, GPS engaged PCG to evaluate implementation progress during Years 2 and 3, with a focus on inclusive practices, service delivery, staffing systems, and student outcomes. The district sought an external partner to provide an objective assessment of progress, identify remaining gaps, and refine recommendations to support sustained improvement.
- **Services Provided:** PCG conducted an **implementation-focused review** designed to verify the extent to which prior recommendations and action plan strategies had been executed and embedded across the district. Services included stakeholder interviews and focus groups, document and data review, classroom observations across multiple schools, and analysis of district performance indicators. PCG examined implementation across core special education domains, including instructional environments, systems and structures, human capital, leadership, and family engagement, and provided technical assistance to support continuous improvement.
- **Key Deliverables:** Key deliverables included a comprehensive findings report and board-facing presentation documenting implementation status of prior recommendations, progress ratings across domains, and evidence of districtwide change. PCG delivered updated and refined recommendations aligned to GPS's Special Education Action Plan, along with implementation-level indicators to distinguish between beginning, emerging, consistent, and fully embedded practices. The engagement also produced updated measures of success tied to compliance, service quality, and student outcomes to guide future monitoring.
- **Outcomes/Evidence of Support:** The review documented measurable systems-level improvements across multiple indicators. GPS significantly improved special education timelines, increasing on-time initial referrals from 71% to approximately 98%, strengthened inclusive practices through implementation of MTSS and UDL, expanded co-teaching models, and reduced

out-of-district placements, resulting in substantial cost savings redirected to in-district services. The district also met state targets related to identification disproportionality (SPP Indicators 9 and 10), expanded internal program options such as the Unique Learner Program, increased transparency in staffing and budgeting through a weighted caseload model, and improved parent communication and engagement as reflected in survey data.

Effectiveness

PCG brings deep K–12 systems expertise and a practitioner-informed approach to redesigning nontraditional/alternative programs as student-centered pathways that improve attendance, engagement, behavior, credit attainment, and graduation outcomes. Across our evaluation and technical assistance work, we routinely conduct "assessment and listening" activities similar to Phase 1 of this project, data and document review, policy/procedure analysis, interviews and focus groups, surveys, and site-based observations, then translate findings into clear priorities and an actionable roadmap for implementation.

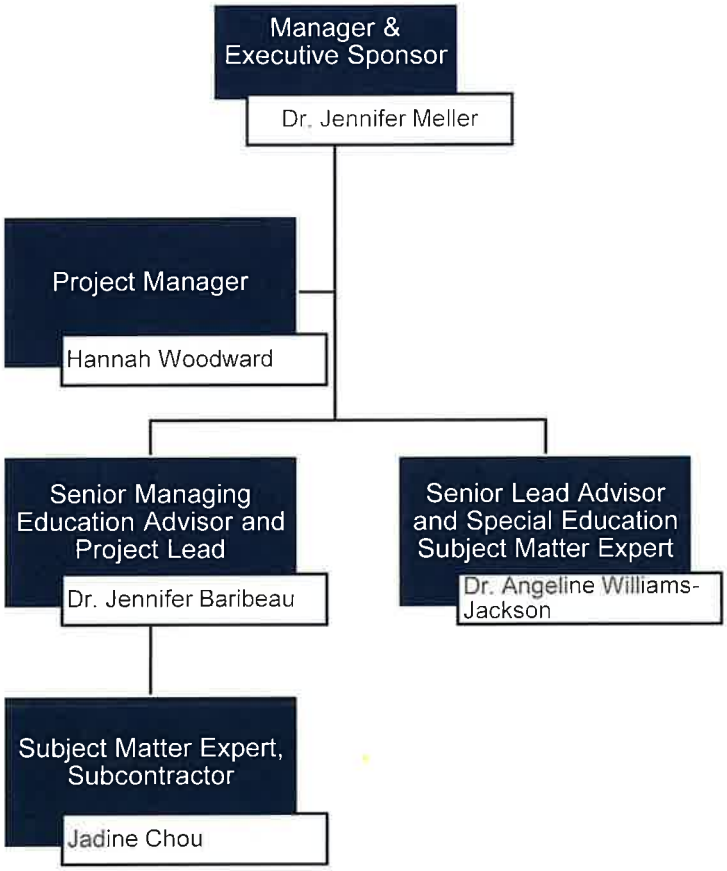
- **Redesigning special education placements/alternative/nontraditional programs:** Experience shifting programs from discipline-driven placements to student-centered models with clear entry/exit criteria, reintegration pathways, and integrated academic and wraparound supports.
- **Improving outcomes for underserved student populations:** Extensive work improving services and outcomes for students with disabilities and other historically underserved groups through systems reviews, service delivery redesign, staffing models, and implementation support.
- **Trauma-informed and restorative practices:** Knowledge of restorative approaches and trauma-informed practices to reduce exclusionary discipline and strengthen engagement and school climate.
- **K–12 district-level system expertise:** Experience at the district, school, and state levels (including SEA work), supporting governance, policy, finance, staffing, data systems, and continuous improvement routines.
- **Stakeholder engagement and program evaluation:** Facilitation of interviews, focus groups, surveys, and on-site observations, paired with quantitative analysis (enrollment, attendance, discipline, credit attainment, graduation) to identify strengths, gaps, and priorities.

Project Team

Our project team collectively embodies the full range of qualifications required to successfully deliver accurate, meaningful, and actionable results for the Knox County Schools. PCG will provide a multidisciplinary team with expertise in alternative education redesign, discipline and attendance systems, special education and student supports, and change management/implementation planning. The project team diagram appears above; below is a written description identifying key personnel by name and title, including roles and responsibilities by project phase and supporting narratives of qualifications, credentials, and relevant experience.

- Alternative education redesign
- Discipline and attendance systems
- Special education and student supports
- Change management and implementation planning

Project Organizational Chart



Roles and Responsibilities Aligned to Phases

Project Phases	Roles & Responsibilities – Assigned Staff
Phase 1: Assessment and Listening	Dr. Jennifer Baribeau, Dr. Angeline Williams-Jackson, Ms. Hannah Woodward
Phase 2: Model Design	Dr. Jennifer Baribeau, Dr. Angeline Williams-Jackson, Ms. Jadine Chou
Phase 3: Implementation Planning	Dr. Jennifer Baribeau, Dr. Angeline Williams-Jackson
Phase 4: Early Implementation Support (Optional)	Dr. Jennifer Baribeau, Dr. Angeline Williams-Jackson

Public Consulting Group Staff Biographies

Dr. Jennifer Meller, Manager and Executive Sponsor

- **Relevant qualifications:** Special education program evaluation and technical assistance expertise; district and state-level support across staffing, stakeholder engagement, compliance, finance, data use, and instructional practices for students with disabilities; SME on IEP systems and outcomes-focused implementation.

- **Educational credentials:** Ed.D., Educational and Organizational Leadership (University of Pennsylvania); M.S.Ed., Higher Education Management (University of Pennsylvania); B.A., English (Dickinson College).
- **Applicable professional experience:** Led comprehensive special education program evaluations and best-practice implementation support across several dozen states; designed and administered PCG's national survey on IEP system use; former Director of Operations, School District of Philadelphia, implemented student-focused data systems, managed multi-million dollar federal grants, and led policy/compliance work.
- **Roles and responsibilities by phase:** Phase 1, executive oversight of assessment design, data requests, and stakeholder engagement approach; Phase 2, quality assurance on framework design with attention to equity, disability-related considerations, and compliance alignment; Phase 3, review of implementation roadmap/policy implications; Optional Phase 4, senior advisory support for early implementation decisions.

Dr. Jennifer Baribeau, Senior Managing Education Advisor and Project Lead

- **Relevant qualifications:** Over 12 years of special education leadership; Project Director/Qualitative Research Lead on 15+ large-scale district and state reviews; expertise in inclusive programming, strategic action planning, stakeholder engagement, behavioral supports, and staffing models.
- **Educational credentials:** Ph.D., Education (University of Massachusetts Amherst).
- **Applicable professional experience:** Leads PCG's Special Education Thought Leadership work and co-leads engagement with the Urban Collaborative; prior district leadership roles in Massachusetts and Connecticut leading program reform and professional development; former graduate instructor at Harvard, UMass Amherst, and Springfield College (inclusive instructional practices, UDL, systems leadership); board service with the Massachusetts Council for Exceptional Children.
- **Roles and responsibilities by phase:** Phase 1, project director, qualitative research design, interview/focus group facilitation, and synthesis of findings; Phase 2, lead for model design workshops and drafting of the alternative education framework/handbook components; Phase 3, lead for implementation planning deliverables (roadmap), communication/change management inputs) in coordination with KCS; Optional Phase 4,support for leadership coaching and early implementation problem-solving.

Dr. Angeline Williams-Jackson, Senior Lead Advisor and Special Education Subject Matter Expert

- **Relevant qualifications:** 20+ years of special education experience; district-level leadership across auditing, staffing, resources, compliance, and program design; expertise in aligning policy/procedure to student outcomes and Results Driven Accountability (RDA) improvement.
- **Educational credentials:** Ed.D., Educational Practice (Social Justice Leadership), University of Missouri–St. Louis; M.Ed., Educational Administration, Park University; Specialist certification, Special Education Director, University of Missouri–St. Louis; M.A., Criminal Justice Administration, University of Central Oklahoma; B.S., Criminology, University of Missouri–St. Louis.
- **Applicable professional experience:** Former Special Education Director/Coordinator, Crandall ISD—conducted program audits (equity, services, staffing, resources), presented recommendations to the board, conducted file reviews, and drafted responses to CAP plans

(Child Find and discipline disproportionality). Managed a $1.5M budget; revised policy/procedure manual; strengthened processes for LRE determination, early childhood placement considerations, RTI/eligibility alignment, and standardized practices across the district; served in leadership roles in districts across Missouri, Oklahoma, and Texas.

- **Roles and responsibilities by phase:** Phase 1,support stakeholder listening and site-based review with emphasis on equity, staffing, and procedural alignment; Phase 2,contribute to framework development related to student supports, staffing/role clarity, and policy/procedure implications; Phase 3, advise on implementation readiness, staffing transitions, and professional learning priorities; Optional Phase 4, targeted TA for early implementation and problem-solving.

Hannah Woodward, Consultant

- **Relevant qualifications**: District-level expertise in special education program leadership, compliance and due process, risk management, systems management, and operational efficiency; experience supporting capacity building, adult learning, instructional and programmatic effectiveness for students with disabilities; skilled in data analysis, stakeholder communication, and conflict navigation to support sustainable systems improvement.
- **Educational credentials:** M.Ed., Curriculum and Teaching, Boston University; B.S., Psychology, Virginia Commonwealth University.
- **Applicable professional experience:** Consultant, Public Consulting Group—serves as a consultant supporting implementation of the Progress Track module with a focus on data-informed decision-making, system coherence, and continuous improvement. Former Special Education Supervisor, Newport News Public Schools (VA) and Springfield Public Schools (MA)—provided oversight of compliance, due process, and risk management; supported instructional and programmatic effectiveness; analyzed data to inform operational improvements; and collaborated with district and school-based leaders to strengthen special education systems and stakeholder communication.
- **Roles and responsibilities by phase:** Phase 1, support stakeholder listening, data review, and identification of system strengths and risks related to compliance, implementation, and operational alignment; Phase 2, contribute to development and refinement of frameworks, tools, and guidance informed by data and district priorities; Phase 3, support implementation planning through data use, progress monitoring, and capacity-building strategies; Optional Phase 4, provide targeted technical assistance to support early implementation, troubleshooting, and continuous improvement.

Jadine Chou, Subject Matter Expert – Subcontractor

- **Relevant qualifications:** District- and system-level expertise in alternative education, student re-engagement, school safety, and organizational transformation; extensive experience providing strategic guidance and subject matter expertise to inform framework development, implementation planning, success metrics, and staffing and professional learning considerations in large, complex public education systems.
- **Educational credentials:** M.B.A., University of Chicago Booth School of Business; B.S., Chemical Engineering, Northwestern University.
- **Applicable professional experience:** Founder and President, Bonham Road Consulting—provides strategic advisory support to school districts and education organizations focused on alternative education, re-engagement, and systems improvement. Former Chief Safety and

Security Officer, Chicago Public Schools—led district-wide alternative school redesign, re-engagement initiatives, and large-scale implementation efforts supporting student engagement, completion, and safety.

- **Roles and responsibilities by phase:** Phase 2, provide strategic guidance and subject matter expertise to PCG's internal project team to support development and refinement of the alternative education framework, district implementation roadmap, success metrics, and staffing and professional development approaches aligned to alternative programming goals.

TAB V – PROPOSED COST

PCG offers the services and schedule outlined in this proposal for a total fixed fee of **$110,000.00,** with a combined hourly rate of $280.00**.** PCG brings significant experience and a track record of success in completing projects of similar scope. As such, our experience has helped us manage risk and lead with assumptions that will ensure the on-time, high-quality results you expect.

Project Phases	Estimate of Hours
Phase 1: Assessment and Listening	109
Phase 2: Model Design	128
Phase 3: Implementation Planning	156

Detailed Cost Breakdown

- PCG provides an all-inclusive, fixed fee for this contract.
- Labor rates include wages, benefits, overhead, and administrative expenses.
- No separate indirect cost allocation is proposed.
- Hour estimates represent the projected effort required to meet each requirement by phase.
- Hourly rates are fully burdened, in that all expenses, including staff costs, travel, and materials are included in these hourly rates. The rate shown is blended by role.
- Travel costs are estimated based on anticipated project needs and are included in the total contract cost. There is one onsite for three PCG employees included in this proposed cost.
- Costs for printing, materials, and incidental expenses are minimal and have been incorporated into the overall task pricing. No significant ancillary out-of-pocket costs are anticipated.

Attachment B – Cost Sheet

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
COST SHEET
REQUEST FOR PROPOSAL NUMBER 3726

Company Name: Public Consulting Group LLC

It is the intent of Knox County and Knox County Schools to evaluate the cost of the project fairly and objectively. For evaluation purposes, the total cost of the project will be used to determine points received for proposed cost. The intent of Knox County and Knox County Schools is to partner with a qualified and established supplier to collaborate with Knox County Schools in the development and redesign of alternative school programming. The county will utilize milestone payments to match the phases of the project.

Per Section V, Tab V, proposers must also include a detailed breakdown of costs including, but not limited to, number of hours to complete each requirement and hourly rates (if applicable), travel per employee per day, cost of printed materials, ancillary out-of-pocket charges, etc.

Knox County intends for this proposal to result in a contract for a "not to exceed" cost stated below. However, in the event additional services are needed to fulfill the services, the County requests proposers supply, on a separate form, a pricing schedule of billable hours for additional consulting services through the process. Please provide the pricing structure and number of participants included for each.

Failure to provide this cost sheet in your response will be considered during the evaluation process and may be just cause to deem your submittal non-responsive.

Phase 1: Assessment and Listening: focuses on understanding the current programming and identifying opportunities for improvement. The required deliverables in this phase are a comprehensive needs assessment report, a summary of findings and recommended priorities and an executive-level presentation for leadership and the Board of Education. (This cost includes all expenses associated with Phase 1 of this project, including all travel-related expenses.)

$ 30,243.90

Phase 2: Model Design: focuses on using the assessment finding to help design a cohesive alternative education framework. The required deliverables in this phase are a written alternative education framework, logical model and theory of action, drafted program handbook and presentation materials for the Board of Education. (This cost includes all expenses associated with Phase 2 of this project, including all travel-related expenses.)

$ 36,097.56

Phase 3: Implementation Planning: focuses on a plan that is realistic and actionable. The required deliverables in the phase are an implementation roadmap, budget summary and a change management plan. (This cost includes all expenses associated with Phase 3 of this project, including all travel-related expenses.)

$ 43,658.54

Total Project Cost:(The total cost of all three phases should be here.)

$ 110,000.00

Add-On Services and Pricing Schedule

Proposers must complete the chart below and provide a brief narrative explanation (if needed) to clarify scope and deliverables. All add-on services must be priced separately from the base proposal. Travel expenses are to be included in the cost and will not be billed separately.

Optional Service	Description of Scope	Deliverables	Pricing Structure (Fixed, Hourly, Per Session)	Number of Participants Included in Pricing	Explanation
Leadership Coaching	Ongoing coaching for district and site leaders to support implementation, instructional leadership, and change management	Coaching plan, session summaries, leadership action steps.	$ 10,000-75,000 fixed fee	25-50	
Staff Training & Professional Development	Design and facilitation of training aligned to the redesigned alternative education framework.	Training agendas, materials, session delivery, follow-up resources.	$ 10,000-75,000 fixed fee	25-150	
Data System Setup & Dashboard Development	Design and implementation of progress monitoring tools, dashboards, and early warning indicators.	Configured dashboards, reporting templates, user training.	$ 15,000-35,000 fixed fee	10-75	
Ongoing Evaluation & Continuous Improvement	Periodic program evaluation, data analysis, stakeholder feedback collection, and refinement recommendations.	Evaluation reports, outcome analysis, improvement action plans.	$ 90,000-175,000 fixed fee	100+	
Implementation Support Services	On-site or virtual facilitation during early rollout, troubleshooting, and alignment support.	Implementation session facilitation, status reports, action plans.	$ 35,000-150,000 fixed fee	25+	
Other (Specify)					

DELIVERY: All shipments that are to be delivered must be Free on Board Destination to the department ordering the items. All shipping charges are to be included in the unit price of each item. All deliveries must be unloaded and delivered inside to the department location that is ordering the items.

TAB VI – OTHER INFORMATION

None.

TAB VII – EXCEPTIONS

No exceptions taken on behalf of Public Consulting Group.

TAB VIII – ATTACHMENTS

Attachment A - References

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3726

Vendor: Public Consulting Group LLC

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

Name of Firm: Boston Public Schools
Contact Person: Christine Trevisone Phone Number: (617) 635-9000
Email Address: ctrevisone@bostonpublicschools.org
Nature of Contract: RFP
Services Provided: External review of the Emotional Impairment (EI) substantially separate program to identify strengths and improvement opportunities
Dollar amount: $ 165,00.00 (over life of contract)
Contract start date: May 2024 Contract end date: June 2025

Name of Firm: Marlborough Public Schools
Contact Person: Dr. Jody O'Brien Phone Number: (508) 688-9540
Email Address: jobrien@mps-edu.org
Nature of Contract: RFP
Services Provided: Targeted review of MPS Pathways Program + Implementation Support
Dollar amount: $ 59,050.00 (over life of contract)
Contract start date: January 2023 Contract end date: April 2024

Name of Firm: Greenwich Public Schools
Contact Person: Stacey Heiligenthaler Phone Number: (203) 625-7466
Email Address: stacey_heiligenthaler@greenwich.k12.ct.us
Nature of Contract: RFP
Services Provided: A comprehensive review of the Special Education Department extending into implementation support
Dollar amount: $ 250,000 (over life of contract)
Contract start date: September 2020 Contract end date: October 2025

Attachment C – Insurance Checklist

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/31/2026

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

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

PRODUCER MARSH USA, LLC. 99 HIGH STREET BOSTON, MA 02110 CN102775406-ALL-ALL-26-27	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Great Northern Insurance Company	20303
INSURED Public Consulting Group LLC 148 State St, Fl 10 Boston, MA 02109	INSURER B : Federal Insurance Company	20281
	INSURER C : Allied World National Assurance Company	10690
	INSURER D : ACE American Insurance Company	22667
	INSURER E : Markel American Insurance Company	28932
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** NYC-012563997-04 **REVISION NUMBER:** 0

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:			3585-50-36	04/01/2026	04/01/2027	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 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			3585-50-36	04/01/2026	04/01/2027	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 [X] EXCESS LIAB [ ] CLAIMS-MADE			5672-10-14	04/01/2026	04/01/2027	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	[ ] DED [ ] RETENTION $			0311-2674	04/01/2026	04/01/2027	EACH OCC/AGG	$ 9,000,000
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		7172-48-11	04/01/2026	04/01/2027	[ ] 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	CYBER/PROFESSIONAL LIABILITY			D97157753 005	04/01/2026	04/01/2027	AGGREGATE	10,000,000
E	CRIME			MKLM1MCR001992	04/01/2026	04/01/2027	AGGREGATE	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Knox County Schools is Additional insured as respects General Liability where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Knox County Schools PO Box 2188 Knoxville, TN 37901	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 Marsh USA LLC

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Attachment D – Iran Divestment Act

ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSAL NUMBER 3726

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: Manager Date: April 29, 2026

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: Manager Date: April 29, 2026

Attachment E – Criminal History Check Affidavit

ATTACHMENT E
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3726

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, Jennifer Meller, President or other Principal

Officer of Public Consulting Group 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: Public Consulting Group LLC
Name of Company

Colorado
STATE OF ~~TENNESSEE~~
COUNTY OF Jefferson

Subscribed and sworn before me by JENNIFER THOMPSON MELLER

President or Principal Officer of Public Consulting Group LLC

On this 18 day of APRIL 2026.

Notary Public

My Commission expires: 12/06/2029

REWA PANDEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214047237
MY COMMISSION EXPIRES DECEMBER 6, 2029

Tennessee State Tax Certificate

STATE OF TENNESSEE
DEPARTMENT OF REVENUE

Letter of Tax Clearance

February 11, 2026

PUBLIC CONSULTING GROUP LLC
148 STATE ST
BOSTON, MA 02109-2589

Account Type:	Franchise/Excise Tax
SOS Control Number:	000435969
TNTAP Submission ID:	902589472
Clearance Type:	Confirmation of Good Standing

The Tennessee Department of Revenue has received and processed your request for tax clearance for the account indicated above. This is to certify that the taxpayer has filed all applicable reports and paid fees, penalties, and taxes as state law requires.

If you have a Tennessee charter or certificate of authority, this letter, along with the appropriate reports, forms, and fees, must be submitted to the following address:

Office of the Secretary of State
312 Rosa L. Parks Ave. - 6th Floor
Nashville, TN 37243

Letters of tax clearance are invalid 45 days after the date of the letter. Taxpayers who do not complete termination or withdrawal requirements with the Secretary of State will continue to be subject to the franchise and excise taxes. For additional information regarding your Tennessee charter or certificate of authority, please contact the Tennessee Secretary of State Division of Business Services at 615-741-2286.

Taxpayer Services Division • 500 Deaderick Street • Nashville, TN 37242
Tel 615-253-0700 • www.tn.gov/revenue

xL0019

Certificate of Good Standing

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
sos.tn.gov/

Tre Hargett
Secretary of State

CT CORPORATION
600 SOUTH 2ND STREET SUITE 104
SPRINGFIELD, IL 62704, USA

01/07/2026

Request Type: Certificate of Existence/Authorization

Issuance Date: 01/07/2026

Request #: C2026001648

Document Receipt

Order Number: C2026001648		Verification #: 9F9B0324	
Receipt #: 2026-26155		Filing Fee:	$20.00
Payment: Credit Card - 3913295738			$20.00
Entity Name:	PUBLIC CONSULTING GROUP LLC		
SOS Control #:	000435969	Initial Filing Date:	10/31/2002
Entity Type:	Foreign Limited Liability Company (LLC)	Formation Locale:	DELAWARE
Status:	Active	Duration Term:	Perpetual
Fiscal Year Close:	June	Annual Report Due:	10/01/2026
Business County:	(No County on Record)		
Managed By:	Manager Managed		
Obligated Member Entity:	No		

CERTIFICATE OF AUTHORIZATION

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

PUBLIC CONSULTING GROUP LLC

* is a Limited Liability Company formed in the jurisdiction set forth above and is authorized to transact business in this State;
* has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;
* has filed the most recent annual report required with this office;
* has appointed a registered agent and registered office in this State;
* has not filed an Application for Certificate of Withdrawal.

Tre Hargett
Secretary of State

Verification #: 9F9B0324

PUBLIC CONSULTING GROUP

Solutions that Matter

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Contract Award to PCG for Alternative School Redesign

Cost to Knox County Schools

Not to exceed budgeted amount - Estimated cost $110,000.00

Description and Type of Funding Source

General purpose or federal funds

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

RLA-18656 **2.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
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 Hatching Results, Inc. for Secondary School Counseling Support at an estimated cost of $63,000.00 for the term of August 1, 2026 through July 31, 2027, which may be extended for four (4) additional years.
(Schools)

Attachments

Contract
Fiscal Note

Knox County Government

and

Hatching Results, Inc.

This Contract, made and entered into between the Knox County Government, hereinafter referred to as the "County" and Hatching Results, Inc., hereinafter referred to as "Contractor."

Whereas, the County requested proposals for an Secondary School Counseling Support for Knox County Government and Knox County Schools (Request for Proposals #3735) 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 Proposals, 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 Proposals 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 2026 and ends the 31st day of July 2027 unless terminated in conformity with the terms of this Contract as contained in paragraphs 5 and 6. Upon the mutual agreement of the vendor and the County, the award may be extended for four (4) additional one-year periods. 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. **Subcontracting/partnerships:** Any subcontracting/partnerships must be approved, in advance, by both Knox County and Knox County Schools. Knox County and Knox County Schools may terminate the Contract if subcontracting/partnership is done without approval. All subcontractors/partners shall adhere to the same terms and conditions and will be required to sign the Criminal History Records Check and provide a current Certificate of Insurance, with all endorsement pages naming Knox County as additionally insured. This clause is only for those subcontractors that will be directly servicing the County account. It does not include a Contractor's cloud hosting services or other ancillary services not directly related to the services provided to the County.

3. **Payment.** Contractor warrants that the pricing shall remain firm for the initial year of the contract. At the end of the first year, 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 the Contractor the amount as agreed upon in the County's Request for Proposals for a Secondary School Counseling Support per the Contractor's response to Request for Proposals #3735 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 by the issuance of a Purchase Order. The Contractor shall pursue all work diligently until completion as directed by the County.

Contractors are advised that Knox County requires a minimum of thirty (30) days is required to process invoices for 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.

4. **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.

Final acceptance shall occur only after inspection and written approval by the County of all goods delivered or services performed.

5. Termination. The 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 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) 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.

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 within thirty (30) business days of notification of the problem. 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.

6. Appropriations. In the event no funds are appropriated by the County for Secondary School Counseling Support 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. Contractor Default: Knox County reserves the right, in case of vendor default, to procure the goods or services from other sources. 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.

8. 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.

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 Secondary School Counseling Support, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

10. Criminal history records check: Any and all successful vendors, vendor employees, and any vendor subcontractors and its employees that perform any services at Knox County Schools must submit to a Criminal History Records Check at vendor's expense. This is 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 present. Reference Tennessee Code Annotated Section 49-5-413.

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. 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 permission 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 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.

13. Governing Law and Venue. The law of the State of Tennessee shall govern this Contract. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

14. Right to inspect. The 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, 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.

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 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.

17. 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 breach of the Contract by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act, occurrence, omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

18. Delivery. Contractor shall render Secondary School Counseling Support for the County in accordance with Request for Proposals #3735.

19. 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 Purchasing Division.

20 News releases by vendors: As a matter of policy, Knox County does not endorse the services of a Contractor. Pursuant to Knox County Board of Education Policy C-180, a Contractor will not make any posts or news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County and the Knox County Board of Education.

21. 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. No provision of this Agreement shall act or be deemed to be a waiver by Knox County or Knox County Schools of any immunity or of any provision of the Tennessee Governmental Tort Liability Act. Tennessee Code Annotated 29-20-101 et seq. Any liability to the Contractor or third parties for any claims, damages, losses, or costs arising out of, or related to acts performed by the Knox County/Knox County Schools under this Agreement will be governed and limited by the provisions of the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated 29-20-101 et seq.

22. Warranty and Remedies: Contractor warrants to Knox County that all items delivered, and all services rendered, will be fit for the particular purpose purchased, of merchantable quality, and of good workmanship. 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 setoff, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

23. Technology Restrictions on Use of Confidential Information

23.1 Knox County Schools is a member of the Student Data Privacy Consortium (SDPC). As a condition of award, the successful vendor shall execute Knox County Schools' SDPC National Data Privacy Agreement (NDPA) prior to contract execution. The NDPA, along with any applicable state-specific exhibit, shall govern all matters relating to student and employee data privacy and shall be incorporated by reference into the resulting Contract. In the event of any conflict between the NDPA and other provisions of this Contract, the NDPA shall control with respect to data privacy matters

23.2 If the vendor's solution incorporates artificial intelligence, machine learning, or automated decision-making tools, the vendor must: (a) disclose all AI components and their intended functions prior to contract execution; (b) identify all third-party AI subprocessors (e.g., foundation model providers) that may receive student data; (c) certify that student data will not be used to train, fine-tune, or improve any AI model beyond the scope of the contracted service; (d) provide human review mechanisms for any AI-generated recommendations that

materially affect student placement, discipline, or academic standing; and (e) upon request, provide a plain-language explanation of how automated recommendations are generated.

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

A. Request for Proposals #3735, for Secondary School Counseling Support and Addendum I
B. Contractor's Response to Request for Proposals #3735 Secondary School Counseling Support 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 the event of inconsistent or conflicting provisions among the above referenced documents, the following descending order of precedence shall prevail: (1) the Contract, (2) Request for Proposals No. 3735 and Addendum I, (4) Contractor's response to Request for Proposals No. 3735 and Addendum I.

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- Printed Name**

Date:_____

KNOX COUNTY GOVERNMENT

_____ GLENN JACOBS
MAYOR – Signature MAYOR

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE
CONTRACT NO. 26-405
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

_____ Gary Dugler
LAW DIRECTOR – Signature **LAW DIRECTOR – Printed Name**

Date: 6/18/2026

CONTRACTOR

_____ _____
AUTHORIZED SIGNATURE **CONTRACTOR – Printed Name**

HATCHING RESULTS, INC.
COMPANY NAME

Date:_____

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Secondary School Counseling Support** as specified herein. Proposals must be received by **2:00 p.m.** on **May 13, 2026**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

Proposal Number 3735
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 Procurement Analyst, at 865.215.5751 or 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. The evaluation criteria can be found in Section 3.14.

1.6 **BUSINESS OUTREACH PROGRAM:** The purpose of this program is to increase the opportunity for companies doing business with Knox County by encouraging participation through site visits, providing education and support regarding policies and procedures, and actively recruiting all interested suppliers.

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 two hard copies of proposals be submitted as one (1) marked original and one (1) exact copy. **Proposers must submit with their hard copies an exact electronic version of their proposal in a SINGLE 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 submission is 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, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations, we need your help. When doing business with Knox County, we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

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

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

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

1.15 **PAYMENT METHOD:** Knox County will utilize a Purchase Order for placing an order for products and/or services. 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. Work on this project must not commence until a signed Purchase Order is issued by Knox County Procurement.

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 fulfill all obligations of this Contract 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.

1.21 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **4:30 p.m. local time on April 30, 2026**. 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 submitting a signed letter authorizing the submission of the proposal, 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 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 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 goods or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders' list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the submission deadline for this solicitation, ***ALL PROPOSERS MUST*** be registered with the Procurement Division. If you are not already a registered vendor with Knox County, register on-line at our website at www.knoxcounty.org/procurement and click on "Knox Buys" and then select "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:** 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 Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

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

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

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

2.13 **IRAN DIVESTMENT ACT:** By submission of this Request for Proposal response, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not

on the list created pursuant to Tennessee Code Annotated § 12-12-106. Proposers must submit with their proposals the completed Attachment D Iran Divestment Act/No Boycott of Israel Affidavit.

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

2.15 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of Israel. Proposers must submit with their proposals the completed Attachment D Iran Divestment Act/No Boycott of Israel Affidavit.

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) 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.

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

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

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

2.22 **TERMINATION:** County may terminate this agreement with or without cause at any time upon thirty (30) calendar days' written email 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. Contractor shall not perform additional work without the expressed permission of County. In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one hundred twenty (120) business days' advance written email notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

2.23 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from

defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The purpose of this Request for Proposal (RFP) is to solicit proposals from one or more qualified and established vendors to provide secondary school counseling support services for Knox County Schools. Knox County intends to make a Best Value Award. Best Value means more than low cost. It includes 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 or delete services as the need arises. If services are to be added, Knox County and the Contractor will arrive at a mutually agreed price. Any additions or deletions must be approved in writing by Knox County Procurement prior to any changes in service.

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

3.5 **AWARD LENGTH:** Knox County intends to issue an initial one (1) year award. Upon the mutual agreement of the Vendor and Knox County, the award may be extended four (4) additional one (1) year options. 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 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 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 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 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 Knox County account to avoid any 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 Board of Education and/or Knox County Commission approval. The successful vendor(s) may be required to be present at the 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 is under Exhibit B for review. If a Contractor's Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted, they may 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 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful proposers, Contractor's employees, Contractor's subcontractors and the employees of any subcontractors must submit 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 present. Reference Tennessee Code Annotated Section 49-5-413. Proposers must submit with their proposals the completed Attachment E Criminal History Affidavit of Compliance.

3.13 **DESTINATION AND DELIVERY:** All shipments that are to be delivered must be Free on Board Destination to the department ordering the items. All shipping charges are to be included in the unit price of each item. All deliveries must be unloaded and delivered inside to the department location that is ordering the items.

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

As per Section 1.5, Knox County will determine the award structure that is in its best interest.

Program Content and Methodology	30 Points
Program Implementation Plan	30 Points
Experience and Effectiveness	20 Points
Proposed Costs	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 one hundred (100) points, based on the Evaluation Criteria, per submission.

3.15 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (including information learned from sources other than disclosed in the Request for Proposal process) 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.

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

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

3.18 **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.

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

3.20 **INSURANCE:** The successful vendor(s) must carry the insurance as indicated on the Insurance Checklist Attached hereto, along with any State required insurance. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign Attachment C 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 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.

3.21 **INTERPRETATION:** No oral interpretation will be made to any vendor regarding the meaning of specifications or the Scope of Work. 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.

3.22 **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.

- The invoice must show the amount due to the Contractor by Knox County;
- The invoice must show a summary of completed work;
- Invoices are to be original and uniquely pre-numbered;
- Invoices which do not show this information are subject to rejection.

3.23 **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.

3.24 **INVOICING PROCEDURES & PAYMENT SCHEDULE:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. There shall be no additional charge for this information and these 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. Invoices must match the corresponding Purchase Order number. Vendors are hereby notified that invoices may take up to thirty (30) days to process payment. There shall be no component billing. Mail invoices for Knox County Schools to:

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

3.25 **MINIMUM QUALIFICATION EXPECTATIONS:**

3.25.1 Respondent must address all submittal requirements as defined in Section V.
3.25.2 Respondent shall have a minimum of five (5) years of experience and sufficient capabilities to carry out the work contemplated, as well as the personnel available for the work.

3.25.3 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.

3.26 **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 Contract negotiations 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.

3.27 **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.

3.28 **NO CONTACT POLICY:** After the date and time the proposer 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.

3.29 **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 submission deadline or unless the County fails to accept within one hundred twenty (120) business days after the date fixed for the closing the Request for Proposal.

3.30 **ORAL PRESENTATION/INTERVIEW:** 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 **PRICE:** The proposer(s) warrants that the price shall remain firm for a period of twelve (12) months from the first day of the original Contract period. If the contractor's price is increased after the initial twelve (12) months, 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) following the original twelve (12) months. 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.

3.32 **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.

3.33 **PROPOSAL FORMAT:** This solicitation is in the Request for Proposal 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

I – PROPOSER INFORMATION

Company Name: Hatching Results, Inc.
Address: 2907 Shelter Island Dr. #150-287 San Diego, CA 92106
Phone: (707) 497-4395

Primary Contact:
Allie Krikorian, Partner Development Manager
allie@hatchingresults.com
(909) 257-7538

Vendor Information:

- Vendor Number: 78003
- State of Tennessee Certificate of Authority:
- EIN: 39-2061303

Addenda Acknowledgment: None

AI Disclosure: Yes
Hatching Results utilizes limited AI-supported tools for internal data organization, reporting, and thought partnership. No student data is used to train external models, and all data use complies with FERPA, COPPA, and applicable privacy standards. Human oversight is maintained for all recommendations and outputs.

Artificial intelligence tools were used in a limited capacity to support drafting and editing this RFP response for clarity, organization, and efficiency. All content was developed, reviewed, and finalized by Hatching Results staff to ensure accuracy, alignment with Tennessee Department of Education requirements, and reflection of our organization's expertise and approach.

II – LETTER AUTHORIZING SUBMISSION

Knox County Procurement Division
Proposal Number 3735
Knox County Procurement Division - Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

Re: **RFP #3735 – Secondary School Counseling Support**

Dear Evaluation Committee,

On behalf of Hatching Results™, I am pleased to formally authorize the submission of our proposal in response to RFP #3735 for Secondary School Counseling Support.

As the duly authorized representative of Hatching Results, I certify that this proposal has been thoroughly reviewed and approved for submission, and that all information contained herein is accurate and complete to the best of my knowledge. Hatching Results affirms its commitment to fully meet the requirements outlined in this Request for Proposal and to deliver high-quality, impactful services aligned with the Tennessee Department of Education's Comprehensive School Counseling Model.

We acknowledge and accept all terms, conditions, and specifications set forth in the RFP and agree to be bound by them if selected. We further confirm that we have reviewed all applicable addenda associated with this solicitation.

Hatching Results values the opportunity to partner with Knox County Schools to support the implementation and long-term sustainability of a comprehensive, data-driven school counseling program that improves outcomes for each and every student.

Should additional information be required, please do not hesitate to contact us.

Sincerely,



Danielle Duarte, Ed.L.D.

President, Hatching Results™
danielle@hatchingresults.com

III - PROGRAM CONTENT & METHODOLOGY

Overview of Approach

Hatching Results delivers a comprehensive, research-informed methodology that fully aligns with and operationalizes the Tennessee Department of Education's Comprehensive School Counseling Model and associated standards. Our approach ensures that all program components—foundation, delivery, management, and accountability—are not only implemented with fidelity, but continuously evaluated, refined, and sustained over time.

Our methodology also integrates:

- The American School Counselor Association (ASCA) National Model®
- Multi-Tiered Systems of Support (MTSS)
- Hatching Results' Multi-Tiered, Multi-Domain System of Supports (MTMDSS)©
- Hatching Results' Plan-Do-Study-Act (PDSA) Cycle for School Counseling©
- Evidence-Based School Counseling
- Adult Learning Theory and Universal Design for Learning (UDL)
- Implementation science and change management best practices
- Professional Learning Communities (PLCs)
- Individual Learning Plans (ILPs) and College and Career Readiness frameworks to ensure students "Enroll, Enlist, or Employ"

This integrated framework ensures school counseling programs are comprehensive, data-driven, equity-focused, and designed for continuous improvement across all grade levels, K–12.

Direct Alignment to Tennessee Model Requirements

Hatching Results' methodology is grounded in a continuous improvement cycle — the Plan-Do-Study-Act for School Counseling© (PDSA) — that directly supports Knox County Schools' obligation under Tennessee State Board of Education Policy 5.103 to implement a comprehensive, data-driven school counseling program. This approach ensures that Knox County's program:

- Establishes and annually refines a program foundation, including beliefs, vision, and mission statements aligned to school, district, and state goals
- Utilizes school and student data to set specific, measurable annual program goals
- Delivers services across all required components of the Tennessee model (foundation, management, delivery of services, and accountability) with school counselors spending the recommended 80% of their time in direct and indirect student services
- Incorporates the full scope of student delivery services, including:
    - Large group, classroom, and school-wide counseling curriculum

    - Individual student appraisal, advisement, and planning across academic, social-personal, and college and career readiness domains
    - Responsive services including individual and group counseling to address immediate student needs
    - System support through collaboration, consultation, teaming, and advocacy with educators, families, and the community
- Communicates accountability results with stakeholders and continuously refines programming based on evidence

This cyclical approach ensures that Knox County's school counseling program moves beyond compliance to sustained, high-impact implementation across all three Tennessee student development domains: academic development, social and emotional development, and college and career readiness.

The Plan-Do-Study-Act (PDSA) Cycle as a Driver of Tennessee Model Implementation

The PDSA Cycle is the core engine of Hatching Results' methodology and provides school counselors and district leaders with a structured process for making programmatic decisions grounded in student data. This process directly fulfills Tennessee's expectation that school counseling programs be consistently evaluated, updated, and refined to address the changing needs of students.

Through structured PDSA cycles, Knox County school teams will:

- Identify priority student needs using multiple data sources across academic, social-emotional, and college and career readiness domains
- Conduct root cause analysis to ensure accurate problem definition before selecting interventions
- Select and implement evidence-based interventions aligned to identified student needs and Tennessee school counseling standards
- Monitor progress and evaluate impact using clearly defined metrics tied to student outcomes
- Make informed decisions to adopt, adapt, or abandon strategies and communicate those accountability results to school and district stakeholders

This process builds internal capacity for continuous improvement and ensures that school counseling services are not driven by assumption, but by evidence of effectiveness. PDSA cycles can be applied across flexible timeframes and aligned to all three Tennessee student development domains, enabling Knox County counselors to demonstrate measurable impact in the areas that matter most for every student they serve.

Multi-Tiered System of Supports (MTSS)

Hatching Results strengthens traditional MTSS frameworks through the integration of a Multi-Tiered, Multi-Domain System of Supports (MTMDSS), which fully incorporates the three domains of school counseling:

- Academic Development
- Social and Emotional Development
- College and Career Readiness

This framework is fully aligned with Tennessee's MTSS framework and ensures that tiered supports are comprehensive and reflective of the full scope of school counseling practice. **Tier I (Universal Support)**

Proactive, preventative services delivered to all students, including standards-based curriculum, schoolwide programming, and individual student planning. These supports establish a strong foundation for student success across all three domains.

Tier II (Targeted Support)

Data-driven, short-term interventions for students identified through systematic, team screening processes. Teams use disaggregated data, root cause analysis, and progress monitoring to ensure interventions are aligned and effective.

Tier III (Intensive Support)

Short-term, individualized support for students experiencing significant or urgent needs, delivered in collaboration with multidisciplinary teams and community partners, with a focus on stabilization and connection to additional resources.

By embedding college and career readiness into the tiered framework, MTMDSS ensures that all students receive appropriate, equitable access to supports across all domains. All services are designed and delivered with intentional differentiation across elementary, middle, and high school levels, recognizing the distinct developmental needs, programmatic structures, and student priorities at each level.

At the elementary level, Tier I supports emphasize foundational social-emotional learning, career awareness, and early academic habits. At the middle school level, programming shifts toward identity development, academic planning, and transition readiness. At the high school level, the focus moves to postsecondary planning, credit attainment, and college and career readiness, with targeted supports for students at risk of disengagement from graduation pathways. Across all three levels, Hatching Results provides counselors and administrators with concrete samples and examples tailored to each school type, ensuring all participants have practical models to reference or adapt within each tier.

Delivery Component Alignment

Hatching Results ensures full implementation of all Tennessee-required delivery components by building school counselor capacity to design, implement, evaluate, and improve:

- **Curriculum:** Standards-based, developmentally appropriate instruction aligned to student competencies

- **Individual Student Planning:** Goal setting, academic and postsecondary planning, and progress monitoring
- **Responsive Services:** Individual and group counseling, crisis response, and student support
- **System Support:** Collaboration, consultation, and family and community engagement

This approach ensures that delivery components function as an integrated system rather than isolated activities.

Data-Driven Decision-Making & Accountability

Hatching Results builds school counselor and district capacity to use data as a central driver of program decisions and continuous improvement.

School counselors are supported to systematically:

- Analyze academic, attendance, and behavior data
- Disaggregate data to identify opportunity gaps and inequities
- Evaluate program effectiveness using multiple data sources
- Communicate results to stakeholders to demonstrate impact and inform next steps

We provide practical tools, structures, and coaching to ensure data use is not theoretical, but embedded in daily practice. Our conceptual framework reinforces the connection between:

- Student attitudes, knowledge, and skills
- Behavioral change
- Measurable student outcomes

This ensures that all school counseling activities are intentionally designed to produce meaningful, measurable results.

For example, in Pomona Unified School District (21,000 students), strengthened data practices and continuous improvement cycles contributed to a 43% reduction in chronic absenteeism and over a 50% decrease in suspension rates, demonstrating the direct impact of data-driven school counseling systems on student outcomes.

Each and Every Student Has Access

Access is operationalized throughout our methodology by establishing systems that ensure that each and every student experiences high-quality school counseling services.

We support districts to:

- Use disaggregated data to identify opportunity gaps and disproportionality between groups of students
- Ensure students have equitable access to Tier I, II, and III supports
- Shift systems, policies, and processes to strengthen access
- Embed inclusive, culturally responsive practices across all program components

This approach moves efforts from intention to implementation, ensuring that all students benefit from comprehensive school counseling programming.

IV – PROGRAM IMPLEMENTATION PLAN

4.5 Implementation Philosophy

Hatching Results implements a structured, phased approach that transforms school counseling programs from fragmented, reactive services into coherent, data-driven systems aligned to the Tennessee Comprehensive School Counseling Model, alongside district and site goals.

Our implementation model emphasizes:

- Capacity-building over dependency
- System-level change over isolated practices
- Continuous improvement through data-driven decision-making

The implementation process includes seven integrated components: Program Audit, Action Planning, Professional Learning, Resource Development, Curriculum Review, Data Evaluation, and Ongoing Implementation Support. Across all phases, implementation is driven by structured Plan-Do-Study-Act (PDSA) cycles, ensuring that strategies are continuously tested, refined, and scaled based on evidence of effectiveness.

4.5.1 Program Audit

Implementation begins with a comprehensive program audit to establish a clear baseline and identify priority areas for improvement.

This phase includes:

- Review of current school counseling program artifacts, job descriptions, counseling plans, handbooks, policies, and curricula
- Analysis of student outcome data (academic, attendance, behavior, postsecondary readiness)
- Stakeholder input through two surveys (Hatching Results Implementation Fidelity Inventory© and the School Counseling Perceptions Survey©), focus groups, and/or interviews
- Identification of strengths, gaps, and inequities across schools and student groups

Findings are prioritized to identify high-leverage opportunities for improving student outcomes and program effectiveness and then synthesized into a **Program Audit Report**, which includes actionable recommendations aligned to district goals and the Tennessee model.

Timeline: The program audit is completed within the first **6–8 weeks** of engagement.

4.5.2 Action Planning and Implementation Design

Using audit findings, Hatching Results collaborates with district and school leadership to develop a customized, data-driven action plan that serves as the foundation for implementation.

The action plan includes:

- Clearly defined program goals and measurable outcomes
- Defined roles and responsibilities across school counselors, site administrators, district leaders, and other key staff
- A phased implementation timeline with key milestones
- Fidelity benchmarks and success indicators aligned to desired outcomes

This plan ensures alignment across all levels of the system and establishes clear expectations for implementation and accountability.

4.5.3 Professional Development and Training

Hatching Results delivers differentiated, job-embedded professional learning for school counselors, site administrators, district leaders, and entire student support teams to ensure effective and sustainable implementation and district office support.

School Counselor Training and Support

School counselors receive training and ongoing support in:

- Implementation of the comprehensive school counseling model
- Delivery of Tier I, II, and III supports across all domains (academic, college/career, and social-emotional)
- Use of time alignment (~80% of time in direct/indirect student services and ~20% in program management and accountability)
- Evidence-based school counseling practices and intervention strategies
- College and career readiness planning aligned to grade-level milestones
- Data analysis, progress monitoring, and outcome evaluation

Support structures include coaching, technical assistance, collaborative learning communities, and application-focused assignments to ensure transfer into practice.

Administrator Training and Support

Administrators are trained to lead and sustain implementation through:

- Deep understanding of the school counseling model and its impact on student outcomes
- Alignment of school counseling program goals to school and district goals
- Use of data to monitor implementation and guide decision-making
- Strategies for aligning school counselor roles, schedules, and caseloads
- Leadership practices that support fidelity and scale across schools

This dual-focus approach ensures alignment between practitioners and leaders, which is critical for long-term success.

District Leader Training and Support

District leaders are supported to drive coherence, scale, and sustainability across the system through:

- Establishing districtwide vision, goals, and expectations aligned to the Tennessee model
- Monitoring implementation fidelity and student outcomes across schools
- Using data dashboards and reporting structures to guide decision-making
- Aligning policies, staffing structures, job descriptions, performance evaluations, and resources to support KCS's goals related to comprehensive school counseling
- Leading continuous improvement cycles at the district level

This ensures that implementation is not isolated at the school level, but coordinated and sustained across the district.

Our approach ensures that professional learning results in observable changes in practice, including more intentional use of time, data-driven decision-making, and consistent implementation of Tier I, II, and III supports.

Train-the-Trainer Model

As implementation matures, Hatching Results works with district leadership to identify and develop internal capacity through a structured Train-the-Trainer model. District and school-based leaders who demonstrate strong implementation fidelity are supported to facilitate professional learning, coach colleagues, and lead continuous improvement cycles independently ensuring Knox County Schools develops lasting, district-owned expertise that extends well beyond the initial partnership period.

4.5.4 Resource Development

To support consistency and sustainability, Hatching Results develops and curates customized implementation resources to ensure consistency, clarity, and sustainability across schools:

- Program review and alignment of existing documents to policy and best practices
- Sample lesson plans, intervention materials, and pacing guides
- Data collection tools, dashboards, and reporting templates
- Family and student communication materials

All resources are designed for practical use and long-term sustainability beyond the engagement period.

4.5.5 Curriculum Review and Feedback

Hatching Results conducts a structured review of school counseling-related curriculum and instructional materials to ensure alignment with standards and student needs.

This process includes:

- Alignment analysis with district priorities and Tennessee standards
- Evaluation of SEL, academic planning, and college/career readiness content
- Evaluation of lesson-aligned pre/post measures
- Identification of gaps and opportunities for enhancement
- Written recommendations with actionable improvement strategies

This ensures that all instructional components are coherent, developmentally appropriate, and aligned to desired outcomes.

4.5.6 Data Collection and Evaluation

A comprehensive evaluation system is embedded throughout implementation to monitor progress, assess effectiveness, and inform continuous improvement.

This includes:

- Pre- and post-measures
- Professional learning session evaluations and follow-up reports
- Ongoing analysis of academic, behavior, attendance, and postsecondary data
- Monitoring of implementation fidelity and participation
- Regular reporting to district leadership on progress and outcomes

Data is used not only for evaluation, but as a continuous feedback loop to refine strategies and improve impact over time. This ensures that program effectiveness is measured not only by implementation, but by its impact on student outcomes.

4.5.7 Implementation with Fidelity and Continuous Improvement

Hatching Results ensures sustained implementation through ongoing coaching, technical assistance, and structured continuous improvement processes.

Support includes:

- Regular check-ins with district and school leadership
- Coaching cycles focused on implementation fidelity and problem-solving
- Use of Plan-Do-Study-Act (PDSA) cycles to refine practices
- Adjustment of strategies based on data and stakeholder feedback

In addition, sustainability planning is embedded throughout the engagement to ensure that systems, structures, and practices continue beyond the initial implementation period. Over time, these structures build internal capacity, enabling schools to independently lead continuous improvement cycles without reliance on external support.

This approach has led to sustained systemwide implementation in partner districts, including cases where over 90% of schools consistently implement aligned school counseling practices across all tiers.

Representative Outcomes and Measurement Approach

These outcomes reflect the measurable shifts Hatching Results drives through implementation, with data used continuously to monitor progress and refine strategies.

Outcome Area	What Improves	How It Is Measured
Program Quality & Alignment	Evidence-based programs aligned to state and district goals, implementation fidelity metrics	Program audits, School Counseling Perception Survey©, Implementation Fidelity Inventory©
Data-Driven Decision-Making	PDSA cycles, equity outcomes, data dashboards, and documented decision-making protocols	Documented PDSA cycles, data dashboards, and decision-making artifacts
Student Outcomes	Academic, attendance, behavior, postsecondary outcomes	District data (disaggregated), progress monitoring data, and pre/post measures
Leadership & Collaboration	Stronger two-way partnerships across stakeholder groups (e.g., practitioner-to-practitioner, practitioner-to-administrator, and school-to-district leadership)	Stakeholder surveys, collaboration artifacts, and implementation evidence
Efficiency & Sustainability	Effective use of school counselor time	Time-use analysis, calendars, role clarity tools, and implementation fidelity data
Accountability & Communication	Clear reporting of results	Outcome reports (e.g., Flashlight Presentations, One-Pagers, Highlight Reels), data dashboards, and leadership presentations

V – 4.6 EXPERIENCE AND EFFECTIVENESS

4.6.1 Experience and References

Hatching Results is a nationally recognized leader in comprehensive, data-driven school counseling systems, with a proven track record of producing measurable improvements in student outcomes across academic, social-emotional, and college and career domains. Our organization brings over 20 years of experience supporting districts, counties, and states nationwide in designing, implementing, evaluating, improving, and sustaining comprehensive, data-driven school counseling programs aligned to state models, including strong alignment to the Tennessee Comprehensive School Counseling Model.

Our work spans all required program components, including:

- Program audits and annual assessments
- Data-driven planning, implementation, and accountability
- Delivery system design across Tier I, II, and III supports
- Continuous improvement through structured Plan-Do-Study-Act (PDSA) cycles

In the past five years alone, Hatching Results has:

- Partnered with **215+ districts across 31 states**, impacting tens of thousands of educators and hundreds of thousands of students
- Led **multi-year system transformation** efforts in large, complex districts and regional/state collaboratives
- Built long-term partnerships focused on **capacity-building, sustainability, and measurable student outcomes** (e.g., graduation rates, attendance, behavior, and postsecondary outcomes) across partner sites

Our experience includes extensive professional development and coaching for school counselors, administrators, and district leaders to ensure effective implementation across all three school counseling domains: academic development, social-emotional development, and college and career readiness.

Representative Examples of Successful Implementation

The following examples represent recent implementations similar in scope and complexity to the services proposed for Knox County Schools.

Example 1: Stockton Unified School District (CA) | partnership 2018-present

> **Context:** Large, diverse district serving 35,00 students within 55 schools, seeking to unify fragmented school counseling practices and strengthen alignment to student outcomes.
>
> **Services Provided:** Hatching Results provided districtwide professional development, system design support, and coaching focused on data use, Tier 1 alignment, and administrator engagement.

Results:

- Graduation rate **increased from 82% to 89%** in the last two years, surpassing the state average, with all four comprehensive high schools averaging 93%
- College and career readiness rate increased from **19% to 30% in** two years, increasing the number of students 'prepared' at twice the rate of the state average
- Chronic absenteeism **decreased by 12%** over the last two years, improving at twice the rate of the state average two years in a row, and suspension rates have decreased by 1.7 percentage points.
- The school counselor workforce has **more than doubled** in 8 years, increasing from 67 to 138 counselors, ensuring all elementary schools have 2 full-time counselors and comprehensive high schools have 8 or more

Why It Was Successful: The establishment of shared systems, common data language, and leadership alignment enabled consistent implementation and sustained improvement across schools.

Example 2: Douglas County School District (CO) | partnership 2022-24

Context: Large suburban district serving approximately 63,000 students across 90 schools. Following a significant investment in expanding the school counseling workforce, the district needed to establish consistent systems, structures, and expectations to ensure effective implementation across all sites.

Services Provided: Hatching Results partnered with district leadership to design and implement a comprehensive, data-driven school counseling program aligned to national and state frameworks. Support included multi-year professional learning, coaching, system design, and development of shared tools and practices to ensure consistency across schools.

Results:

- Graduation rate reached 92.2%, the highest in 15 years
- 90% of schools actively implementing a shared, districtwide school counseling framework
- All K–12 students now receive a consistent Tier 1 counseling curriculum aligned to standards
- Increase in schools earning or pursuing the Recognized ASCA Model Program® designation - 10 since partnership (only one beforehand)
- Strengthened alignment of college and career readiness systems and student planning processes

Why It Was Successful: The district paired strategic staffing investments with strong system design, ensuring that school counselors had the structures, training, and shared expectations needed to deliver consistent, high-quality services. This resulted in a

unified, data-driven approach that improved both implementation fidelity and student outcomes.

Example 3: Pomona Unified School District (CA) – 21,000 students | partnership 2022-present

Context: PreK–12 district serving approximately 21,000 students across 36 schools, with historically high counselor-to-student ratios and inconsistent program implementation.

Services Provided: Hatching Results partnered with district leadership to design and implement a comprehensive school counseling program, including data literacy training, action planning, MTMDSS implementation, and multi-year coaching and support.

Results:

- Graduation rate increased from **89.5% to 92.8%** in two years, surpassing the state average
- College and career readiness increased from **31.6% to 36.5%**, from 2023-2025
- Chronic absenteeism decreased by **43%** (from 41.5% in 2022 to 23.8% in 2025)
- Suspension rates decreased by **over 50%** (from 4.3% in 2023 to 1.9% in 2025)
- School counseling department expanded from **22 to 70** counselors over eight years, significantly increasing student access

Why It Was Successful: The district implemented aligned systems, strengthened data use at all levels, and embedded continuous improvement cycles, resulting in sustained, systemwide gains in student outcomes.

4.6.2 Effectiveness

Across partnerships, Hatching Results consistently produces measurable improvements in student outcomes by strengthening systems, building capacity, and aligning practice to data across all three school counseling domains:

Academic Success

- Increased graduation rates and course completion
- Improved academic performance through data-driven interventions
- Expanded access to academic planning and support systems

College and Career Readiness

- Increased postsecondary enrollment and completion of planning milestones
- Improved alignment of school counseling services to college and career pathways
- Strengthened student goal-setting and future planning

Social-Emotional Well-Being

- Reduced chronic absenteeism and disciplinary incidents
- Increased student engagement and access to supports

- Improved school climate through proactive Tier I and Tier II interventions

Monitoring and Evaluation

Program implementation and impact are continuously monitored through:

- Pre- and post-measures of attitudes, knowledge, and skills
- Ongoing analysis of academic, attendance, behavior, and postsecondary data
- Implementation fidelity measures and program audits
- Structured PDSA cycles to evaluate and refine strategies over time

To ensure transparency and shared accountability, Hatching Results provides Knox County leadership with regular progress updates, including session-level summaries following each professional learning event, mid-year implementation check-ins, and an annual report synthesizing student outcome data and recommendations for the year ahead. This ensures that programs are not only implemented with fidelity, but continuously improved to maximize measurable impact on student outcomes.

4.6.3 Project Team

Hatching Results' project team comprises highly experienced Professional Learning Specialists with deep expertise in strengthening comprehensive school counseling systems. Many team members are nationally recognized experts, authors, and presenters in the field of school counseling, bringing both practical and thought leadership experience to each partnership.

Team members include:

- Former school counselors and administrators
- District- and state-level leaders
- Higher education faculty and researchers

Collectively, our team brings extensive experience in:

- Implementing comprehensive school counseling programs at scale
- Aligning systems to state and national frameworks
- Coaching educators and leaders to drive sustainable change
- Using data to improve student outcomes

Each project is staffed to ensure alignment between district leadership, school-level implementation, and ongoing coaching and support, enabling both immediate impact and long-term sustainability. Project teams are intentionally structured to include both content experts and implementation specialists to ensure alignment between strategy and execution.

Knox County Schools Project Team & Leadership Structure



Knox County Project Team Members:

Mindy Willard | Senior Director of Partner Services | *Knox County Project Lead*

Mindy brings over two decades of experience as a school counselor and district leader, including five years as the School Counseling Coordinator for Madison Metropolitan School District. She is a former ASCA School Counselor of the Year, Past President of the Arizona School Counselor Association, and former Lead RAMP Reviewer. She is a frequent national and state conference presenter and contributing author in school counseling literature. Her school counseling experience spans K-12.

Notably, Mindy has provided direct professional development, alongside coaching and consultation with the district leads in Knox County Schools over the past several years, giving her an established understanding of the district's existing programs, strengths, and priorities. This continuity positions her to build effectively on work already underway.

Education: Master's degree in school counseling.

Role: Serve as the primary point of contact for Knox County district leadership. Responsibilities include coordinating implementation logistics and timelines, facilitating professional learning sessions for school counselors and administrators, providing consultation and coaching, reviewing and refining training content in collaboration with district leads, and monitoring progress toward project goals.

Tyesha Hemmans | Director of Partner Services | *Professional Learning Team Member*

Tyesha brings more than 20 years of experience across public, private, and charter school settings, including eight years as Director of Counseling and Student Supports at the secondary level. She is recognized for designing and implementing comprehensive programs that strengthen academic achievement and college access, particularly for students in underserved

communities. She currently serves as Co-Chair of NACAC Southern California Regional College Fairs and previously served on the Western Catholic Education Association Site Visit Committee for Student Support. Tyesha has extensive secondary school counseling experience.

Education: Master's degree in school counseling; school counseling credential.

Role: Deliver professional learning focused on postsecondary readiness, parent engagement, and data-informed counseling practices. Provide direct coaching and consultation to teams of school counselors, site administrators, and district leaders.

Amanda Miller | Director of Partner Services | *Professional Learning Team Member*

Amanda Miller brings nearly three decades of experience as an English teacher, high school counselor, department chair, and district-level leader to her role as Director of Partner Services at Hatching Results. Her extensive background in career and technical education, CTE pathway development, and workforce alignment equips her to support counselors in connecting students to meaningful postsecondary opportunities. She served as School Counselor Specialist at the Arizona Department of Education, providing statewide professional development and strategic support — including to counselors embedded in CTE programs and career academies. She was also instrumental in securing more than $100 million to expand Arizona's School Safety Grant and increase student access to school counselors.

Education: Master's degree in school counseling; school counseling credential.

Role: Deliver professional learning focused on career and technical education, effective implementation of educational pathways/academies, and K-12 aligned school counseling practices.

Whitney Triplett | Vice President of Partner Services | *Program Audit & Systems Design Lead*

Whitney is a co-author of three widely used textbooks for school counselors and student support teams, and co-founder and chair of the National School Counseling Leadership Conference. She previously supported more than 800 school counselors as a central office leader at Chicago Public Schools and served on the board of the Illinois School Counselor Association. She was recognized as the Illinois School Counseling Advocate of the Year in 2018, earned RAMP recognition as a high school counselor, and is an alumna of Education Pioneers. Whitney has school counseling experience, K-12.

Education: Master's degree in school counseling; school counseling credential.

Role: Lead the program audit, implementation fidelity monitoring, and ongoing evaluation processes. Provide consultation, alongside the program lead, to district leadership on systems design, and change management. Supports the team in interpreting data, identifying gaps, and making evidence-based decisions to strengthen program implementation across all schools.

Danielle Duarte, Ed.L.D. | President | *Project Sponsor & Specialized Content Lead*

Danielle is the President of Hatching Results and a nationally recognized leader in data-driven school counseling systems. A former school counselor, grant project director, and adjunct

faculty member, she successfully wrote and directed a $1.1 million Elementary and Secondary School Counseling Program Grant, hiring and developing school counselors across a full district. She is a co-author of two books on Tier 1 school counseling and has a forthcoming book on Tier 2 and 3 secondary interventions. She is a certified Harvard Data Wise Coach and former President of the California Association of School Counselors. Danielle has extensive school counseling experience at the elementary and middle school levels.

Education: Master's degree in school counseling; Doctorate in Education Leadership (Ed.L.D.).

Role: Provides executive oversight of the Knox County partnership, ensuring alignment with organizational commitments and quality standards. Delivers specialized professional development on topics including data use, and tiered intervention systems.

TAB VI – OTHER INFORMATION

Hatching Results offers flexible, responsive partnership models designed to meet the evolving needs of Knox County Schools and support successful implementation across diverse contexts.

Our services include:

- **Flexible delivery options**, including in-person, virtual, and hybrid formats (e.g., in-person participant groups with virtual facilitation), allowing for accessibility and continuity of support across all schools
- **Scalable implementation models** that can be adapted to districtwide, regional, or school-based needs, ensuring coherence while allowing for site-level customization
- **Customized support** aligned to district priorities, student needs, and existing initiatives, ensuring relevance and immediate applicability

In addition, Hatching Results provides:

- **Job-embedded coaching and technical assistance** to support real-time problem-solving and implementation fidelity
- **Access to tools, templates, and resources** that support data-driven decision-making, program evaluation, and sustainability
- **Ongoing collaboration and responsiveness**, including regular communication, progress monitoring, and adjustment of services based on data and stakeholder feedback

Our approach is grounded in partnership and designed to build internal capacity, ensuring that systems, structures, and practices are sustained beyond the initial engagement while producing measurable improvements in student outcomes.

Continuity of Training Team

Hatching Results brings an established, trusted presence within Knox County Schools – not as a new vendor starting from scratch, but as a proven partner with direct knowledge of the district's systems, priorities, and people.

Mindy Willard has supported Knox County Schools since 2023 through in-person professional development, facilitated consultation, and direct collaboration with district leadership. Whitney Triplett has been similarly engaged since 2023, contributing to initial program assessments, reviewing the district's school counseling handbook, and supporting district-level consultation.

This existing foundation means Knox County Schools will not lose time or momentum on relationship-building, onboarding, or diagnosing starting conditions. Mindy and Whitney arrive with institutional knowledge, established trust, and a clear understanding of where the district has been — and where it is headed. Their continued involvement ensures seamless continuity of services, allowing the team to build deliberately and efficiently on the progress already made.

VII – EXCEPTIONS

No exceptions are taken.

VIII – ATTACHMENTS

- References (Attachment A)
- Cost Sheet (Attachment B)
- Insurance Checklist (Attachment C)
- Iran Divestment Act/No Boycott of Israel Affidavit (Attachment D)
- Criminal History Check Affidavit (Attachment E)

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3735

Vendor: 78003

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

Name of Firm: Stockton Unified School District
Contact Person: Jose Cardenas Phone Number: 831.210.3885
Email Address: jcardenas@stocktonusd.net
Nature of Contract: comprehensive professional development for school counseling, K-12
Services Provided: Training and consulting with counselors and administrators
Dollar amount: $ 979,950 (over life of contract)
Contract start date: April 1, 2018 Contract end date: June 30, 2026

Name of Firm: Douglas County School District
Contact Person: Dr. Kelli Smith Phone Number: 303-387-0068
Email Address: kelli.smith@dcsdk12.org
Nature of Contract: comprehensive professional development for school counseling, K-12
Services Provided: Training and consulting with counselors and administrators
Dollar amount: $ 193,950 (over life of contract)
Contract start date: March 1, 2022 Contract end date: June 30, 2024

Name of Firm: Pomona Unified School District
Contact Person: Cesar Cassarrubias Phone Number: (909) 753-8050
Email Address: Cesar.Casarrubias@pomona.k12.ca.us
Nature of Contract: comprehensive professional development for school counseling, K-12
Services Provided: Training and consulting with counselors and administrators
Dollar amount: $ 315,250 (over life of contract)
Contract start date: January 1, 2023 Contract end date: June 30, 2026

ATTACHMENT B
COST SHEET
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3735

To ensure a fair evaluation, vendors must complete the cost sheet exactly as provided. Do not modify the format or structure. Failure to submit a completed cost sheet, or any deviation from the required format, may result in the proposal being deemed non-responsive and excluded from consideration.

All pricing fields must be completed, including extended cost (Unit Price × Estimated Quantity) and a Grand Total. Failure to provide complete pricing may result in the proposal being deemed non-responsive.

If pricing is unclear, incomplete, or inconsistent, the County reserves the right to use the highest applicable price provided for evaluation purposes. In the event of a discrepancy between unit price, extended cost, and total, the unit price shall prevail.

Vendors must provide all-inclusive pricing. All costs—including preparation, materials, travel, lodging, shipping, and administrative fees—must be included. All shipments shall be Free on Board (FOB) Destination to the ordering department, with all shipping costs included in the unit price. Deliveries must be made inside the designated location. Travel and lodging expenses must be included in the pricing and will not be reimbursed separately.

Quantities provided are estimates for evaluation purposes only and do not guarantee any minimum or actual level of work.

Vendor Name: Hatching Results

IN-PERSON PROFESSIONAL DEVELOPMENT
Vendors must complete both daily and two-day pricing. For evaluation purposes, the county reserves the right to apply the pricing structure that best aligns with anticipated usage.

SERVICE	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED COST
In-person professional development for administration (On-site, 1 consultant, travel and lodging included, 0 -100 participants)	$ 10,000 per day (up to eight (8) hours)	6	$60,000 (6 days)
	$ 18,000 per two (2) days (up to sixteen (16) hours) Notes:		$54,000 (6 days when scheduled in 3 instances of 2 consecutive days)
In-person professional development for administration (On-site, 2 consultants, travel and lodging included, 101-200 participants)	$ 14,250 per day (up to eight (8) hours)	6	$85,500 (6 days)
	$ 26,000 per two (2) days (up to sixteen (16) hours) Notes:		$78,000 (6 days when scheduled in 3 instances of 2 consecutive days)
In-person professional development for school counselors (On-site, 1 consultant, travel and lodging included, 0-100 participants)	$ 10,000 per day (up to eight (8) hours)	25	$250,000 (6 days)
	$ 18,000 per two (2) days (up to sixteen (16) hours) Notes:		$226,000 (25 days when scheduled in 12 instances of 2 consecutive days, plus one single day)

Vendor Name: Hatching Results			
In-person professional development for school counselors (On-site, 2 consultants, travel and lodging included, 101-200 participants)	$14,250 per day (up to eight (8) hours)	5	$71,250 (5 days)
	$ 26,000 per two (2) days (up to sixteen (16) hours) Notes:		$66,250 (5 days when scheduled in 2 instances of 2 consecutive days, plus one single day)
IN-PERSON PROFESSIONAL DEVELOPMENT **Vendors must complete both daily and two-day pricing. For evaluation purposes, the county reserves the right to apply the pricing structure that best aligns with anticipated usage.**			
SERVICE	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED COST
In-person Coaching for an individual or small group (On-site, travel and lodging included)	$ 8,500 per day (up to eight (8) hours)	15	$127,500 (15 days)
	$ 15,000 per two (2) days (up to sixteen (16) hours) Notes:		$113,500 (15 days when scheduled in 7 instances of 2 consecutive days, plus one single day)
Virtual Coaching for an individual or small group	$ 550 per hour (60 minutes of direct service delivery) Notes:	30	$16,500 (30 hours)
VIRTUAL SERVICES			
SERVICE	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED COST
Virtual Professional Development (0-100 participants)	$ 1,000 per hour (60 minutes of direct service delivery) Notes:	15	$15,000 (15 hours)
MATERIALS AND RESOURCES			
SERVICE	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED COST
Implementation Guides/Templates/Planning Tools (All shipping charges are to be included in the price.)	$ 0.00 per resource kit/per person	10	$0.00 (complementary with purchase of Professional Learning)

Vendor Name: Hatching Results			
LICENSING			
Site License for Program (Digital Resources/Online Materials), if applicable	$ 3,500 per ~~person~~, per year (counselor or administration)	125	3,500
AUDITS AND REVIEWS			
SERVICE	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED COST
Curriculum Review or Analysis and Feedback	$ 1,500 per district	4	$6,000
Fidelity Monitoring and Site Visit (On-site, travel and lodging included, reports/findings included)	$ 8,500 per day (up to eight (8) hours)	15	$120,000 (15 days)
District Program Audit & Comprehensive Report (Inclusive of all components required to design, implement, analyze, and present a full audit report. Define project milestones and a detailed cost breakdown)	$ 3,500 per district	1	$3,500
CONFERENCES AND WORKSHOPS			
Registration Fees (Conference/Workshop) (Registration fees will not be included in the base cost evaluation.)	$ per person	**Do not complete – for County use only / Not included in cost evaluation.**	**Do not complete – for County use only / Not included in cost evaluation.**
Optional Features/Add-ons (Optional features will not be included in the base cost evaluation.)		**Do not complete – for County use only / Not included in cost evaluation.**	**Do not complete – for County use only / Not included in cost evaluation.**

Cost Summary

Grand Total: $

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 3735

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/AGGR EGATE	$ 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. 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: Robert Schuhriemen

Proposer's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements.
Proposer's Name: Danielle Duarte Authorizing Signature: Danielle Duarte

Knox County RFP Insurance Checklist

Final Audit Report 2026-05-11

Created:	2026-05-11
By:	Allie Krikorian (allie@hatchingresults.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAItCcjNGJtiNsslxJlr3A8qkKBccVY2lw

"Knox County RFP Insurance Checklist" History

Document created by Allie Krikorian (allie@hatchingresults.com)
2026-05-11 - 5:29:26 PM GMT

Document emailed to Danielle Duarte (danielle@hatchingresults.com) for signature
2026-05-11 - 5:29:39 PM GMT

Document emailed to robert.schuhriemen@alliant.com for signature
2026-05-11 - 5:29:39 PM GMT

Email viewed by Danielle Duarte (danielle@hatchingresults.com)
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Document e-signed by Danielle Duarte (danielle@hatchingresults.com)
Signature Date: 2026-05-11 - 5:31:04 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Email viewed by robert.schuhriemen@alliant.com
2026-05-11 - 5:37:03 PM GMT

Signer robert.schuhriemen@alliant.com entered name at signing as Robert Schuhriemen
2026-05-11 - 5:41:14 PM GMT

Document e-signed by Robert Schuhriemen (robert.schuhriemen@alliant.com)
Signature Date: 2026-05-11 - 5:41:16 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-05-11 - 5:41:16 PM GMT

ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSAL NUMBER 3735

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, Hatching Results Date: 5/7/26

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, Hatching Results Date: 5/7/26

ATTACHMENT E
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3735

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, Danielle Duarte, President or other Principal

Officer of Hatching Results, 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: Hatching Results
Name of Company

Texas CIC
STATE OF ~~TENNESSEE~~
COUNTY OF Travis

Subscribed and sworn before me by Danielle Duarte.

President or Principal Officer of Hatching Results.

On this 8 day of May 2020.

Notary Public

My Commission expires: 10/06/2027

CARMEN ISABEL CALVILLO
Notary Public, State of Texas
Comm. Expires 10-06-2027
Notary ID 134592127

the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

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

3.35 **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.

3.36 **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.

3.37 **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.

3.38 **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, including employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.

3.39 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **April 30, 2026 at 4:30 p.m. local time**. Submit questions as noted in Section 1.1.

3.40 **SUSPENSION AND DEBARMENT:** Vendor will notify Knox County Government if they become suspended, debarred, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities during the term of this proposal and during the term of any subsequent Contract for service.

3.41 **TECHNOLOGY REQUIREMENTS FOR SOFTWARE REQUEST FOR PROPOSAL:**
Application should only utilize native browser-based technologies such as HTML and HTML5. No application utilizing third-party plugins will be considered (Examples of plugins include, but not limited to, Flash, Java, Silverlight, etc.)

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

Will support any modern OS, defined as the current publicly available version minus three versions. The most common Operating Systems used by KCS are: MacOS, ChromeOS, and Windows. As system updates become available, vendor to give KCS adequate notice of any foreseeable disruptions due to updates. **Vendor is to also list any and/or all required plugins for full product functionality.

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

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

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

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

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

3.42 TECHNOLOGY RESTRICTIONS ON USE OF CONFIDENTIAL INFORMATION:
Proposers must adhere to the following:

3.42.1 NATIONAL DATA PRIVACY AGREEMENT
Knox County Schools is a member of the Student Data Privacy Consortium (SDPC). As a condition of award, the successful vendor shall execute Knox County Schools' SDPC National Data Privacy Agreement (NDPA) prior to contract execution. The NDPA, along with any applicable state-specific exhibit, shall govern all matters relating to student and employee data privacy and shall be incorporated by reference into the resulting Contract. In the event of any conflict between the NDPA and other provisions of this Contract, the NDPA shall control with respect to data privacy matters

3.43 USE OF ARTIFICIAL INTELLIGENCE TOOLS:
If the vendor's solution incorporates artificial intelligence, machine learning, or automated decision-making tools, the vendor must: (a) disclose all AI components and their intended functions prior to contract execution; (b) identify all third-party AI subprocessors (e.g., foundation model providers) that may receive student data; (c) certify that student data will not be used to train, fine-tune, or improve any AI model beyond the scope of the contracted service; (d) provide human review mechanisms for any AI-generated recommendations that materially affect student placement, discipline, or academic standing; and (e) upon request, provide a plain-language explanation of how automated recommendations are generated.

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

SECTION IV SCOPE OF WORK

4.1 BACKGROUND: Knox County Schools is composed of ninety-two (92) schools with more than seven thousand, eight hundred (7,800) staff supporting over fifty-eight thousand (58,000) students. Knox County Schools has a PreK-12th Grade continuum aligned with the Tennessee Department of Education, KCS Board policy, and Comprehensive Counseling model. The model is aligned with Tennessee Board of Education Policy 5.103 and the TDOE Implementation Guide.

4.2 OVERVIEW: The Knox County School District is seeking proposals from qualified and experienced vendors to provide comprehensive support for the implementation of the Tennessee Department of Education's Comprehensive School Counseling Program for grades K–12. The selected vendor(s) will collaborate with district leadership and school-based personnel to support the delivery, alignment, and continuous improvement of counseling services that promote students' academic achievement, career readiness, and social-emotional development.

Proposals should demonstrate the vendor's expertise in comprehensive school counseling frameworks, familiarity with Tennessee Department of Education standards and expectations, and capacity to support implementation across elementary, middle, and high school levels. Services may include, but are not limited to, a program audit, action plan, program development, professional learning, data-driven practices, compliance support, and ongoing consultation and data collection to ensure fidelity and effectiveness of counseling programs district-wide.

4.3 PARTICPANTS: Support should be provided to counselors, staff, and/or administrators from K-12th grades including school and district staff. This may be in the form of a train-the-trainer model.

4.4 PROGRAM CONTENT AND METHODOLOGY: All components of the proposal must align with and directly support the implementation of the Tennessee Department of Education's Comprehensive School Counseling Model and associated standards. Proposals should demonstrate a thorough understanding of the state framework and clearly describe how services will be designed and delivered to ensure fidelity to the model across all grade levels, K–12.

Proposed services must support and empower school counselors to make informed, programmatic decisions grounded in student needs, school and district data, and established counseling standards. Vendors should outline methodologies that promote data-driven planning, implementation, and evaluation of counseling services, while strengthening counselors' capacity to deliver a comprehensive, equitable, and developmentally appropriate program.

The Comprehensive School Counseling Program support must include the design, implementation, and ongoing support of Tier I, Tier II, and Tier III programs and services across all three counseling domains: academic development, social-emotional learning, and college and career readiness. Proposals should describe how multi-tiered systems of support will be integrated into school counseling practices to address universal, targeted, and intensive student needs, and how services will be adapted to meet the unique needs of elementary, middle, and high school students.

4.5 PROGRAM IMPLEMENTATION PLAN: The proposer will implement a comprehensive, research-informed school counseling support program designed to strengthen students' social-emotional well-being, academic planning, and college and career readiness. The implementation plan emphasizes capacity-building, sustainability, and fidelity to the counseling model through structured training, ongoing support, data-informed decision-making, and continuous improvement.

4.5.1 Program Audit

Implementation will begin with a structured program audit to ensure alignment with current state policy, district goals, student needs, and existing counseling practices. This phase will include:

- Review of current counseling programs, policies, and curricula
- Analysis of student outcome data (academic, behavioral, attendance, and postsecondary indicators)
- Stakeholder input through surveys, focus groups, and/or interviews with counselors, administrators, teachers, students, and families
- Identification of strengths, gaps, and priority areas

Findings will be summarized in a program audit report that informs program design, staffing, training focus, and implementation priorities. Proposers must also specify the expected timeline for completing the program audit.

4.5.2 Action Planning and Implementation Design

Based on the audit findings, the proposer will collaborate with district and school leadership to develop a customized action plan that outlines:

- Program goals and measurable outcomes
- Roles and responsibilities of counselors, administrators, and school staff
- Implementation timeline and milestones
- Fidelity benchmarks and success indicators

This action plan will serve as the guiding document for implementation and ongoing evaluation.

4.5.3 Professional Development and Training

The proposer will deliver direct training and ongoing support for both counselors and administrators to ensure effective implementation of the comprehensive counseling model.

Counselor Training and Support

Training for school counselors will include:

- Foundations of the comprehensive counseling model
- Best practices in delivering social-personal development supports
- Counseling techniques
- College and career readiness planning aligned to grade-level milestones
- Use of data to drive counseling interventions and measure student outcomes

Counselors will receive coaching, technical assistance, and opportunities for collaboration to support high-quality, consistent implementation.

Administrator Training and Support

Administrator training will focus on leadership and sustainability, including:

- Understanding the counseling model and its impact on student outcomes
- Supporting counselors through scheduling, caseload management, and role clarity
- Using data to monitor program effectiveness and guide decision-making
- Leading implementation with fidelity and scaling best practices across schools

4.5.4 Resource Development

The proposer may support the creation of implementation resources to promote consistency and sustainability. Resources may include:

- Programmatic review of documents to ensure they are aligned with current policy and law
- Sample lesson plans, counseling activities, and pacing guides
- Data collection tools and reporting templates
- Family and student communication resources

These materials will be tailored to district needs and designed for long-term use.

4.5.5 Curriculum Review and Feedback

Where applicable, the proposer will conduct a curriculum review and analysis of counseling-related instructional materials. This process may include:

- Alignment review with district goals and standards
- Evaluation of SEL, academic planning, and college/career readiness content
- Recommendations for enhancements or gaps
- Written feedback and improvement strategies

4.5.6 Data Collection and Evaluation

The program will include a structured approach to evaluation and continuous improvement, which may involve:

- Pre- and post-surveys of students, counselors, and staff
- Collection and analysis of outcome data related to attendance, academic progress, behavior, and postsecondary planning
- Monitoring implementation fidelity and participation
- Regular reporting of findings to district leadership

Data will be used to assess effectiveness, inform refinements, and demonstrate program impact.

4.5.7 Implementation with Fidelity and Continuous Improvement

The proposer will support implementation with fidelity through:

- Ongoing coaching and technical assistance
- Regular check-ins and progress reviews
- Adjustment of strategies based on data and stakeholder feedback
- Sustainability planning to ensure long-term success beyond the initial implementation period

Knox County Schools will provide all facilities for local training. Knox County School employees may also participate in formal training outside of Tennessee if necessary. Training and professional development may encompass in-person, virtual, conference, job-embedded, artifact review and data analysis.

4.6 EXPERIENCE AND EFFECTIVENESS:

4.6.1 Experience and References

Proposers must demonstrate relevant experience and provide references that substantiate their qualifications to deliver the proposed services. Submissions shall include the following:

- Documented experience with the Comprehensive School Counseling Model and Standards established by the Tennessee Department of Education
- Demonstrated experience implementing a Comprehensive School Counseling Program
- Experience providing professional development and training to support implementation and effective use of the counseling program to drive positive student outcomes across all three counseling domains:
    - Academic Development
    - Social-Emotional Development
    - College and Career Readiness

Proposers must also include:
Proposers shall provide three (3) examples of successful implementation of services similar in scope to those proposed. For each example, include:

- A description of the services provided
- Evidence explaining why the implementation was successful, program effectiveness, such as outcome data, evaluations, or documented improvements

All examples must have been completed within the last five (5) years.
Proposers must provide three (3) corresponding references using Attachment A. Each reference must include:

- Name of the agency or institution
- Point of contact
- Telephone number and email address
- Nature and size of the contract

References may not include any Knox County Government entity or Knox County Schools.

4.6.2 Effectiveness

Proposers must describe the anticipated outcomes of the services offered. The response shall include:

- An explanation of how the proposed services will positively impact student outcomes related to:
    - Social-emotional well-being
    - Academic expectations and success
    - College and career planning after graduation
- A description of how program implementation and impact will be monitored, measured, and evaluated over time

4.6.3 Project Team

Proposers must submit a project team diagram and a written description of the proposed project team, identifying key personnel by name and title. The submission shall include:

- Roles and responsibilities of key individuals assigned to the project
- Supporting narratives describing each individual's:
    - Relevant qualifications
    - Educational credentials
    - Applicable professional experience related to the proposed services

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 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 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 searchable pdf file. Do not include multiple folders on the Flash drive.**
- Page numbers should be placed on bottom center of pages.

TAB I **PROPOSER INFORMATION**

Company Name, Address, and Telephone Number(s)
Primary Contact Person's Name, Email Address and Telephone Number(s)
Proposers Vendor Number as assigned by Knox County
Tennessee Secretary of State Control Number (if applicable)
State of Tennessee Certificate of Authority (if entity is located outside of Tennessee)
Employer Identification Number (EIN)
Acknowledgement of any addenda issued by Knox County Procurement
Please indicate whether any artificial intelligence (AI) tools or technologies will be used in the performance of the proposed work. If so, identify the tools and describe how they will be used, including the scope, purpose, and any associated data privacy or security considerations.

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

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

TAB III **PROGRAM CONTENT AND METHODOLOGY (30 POINTS)**

Proposers are required to provide a comprehensive description of their approach to the Program Content and Methodology section of the Scope of Work. At a minimum, the submission must fully address each requirement outlined in Section 4.4.

TAB IV **PROGRAM IMPLEMENTATION PLAN (30 POINTS)**

Proposers are required to provide a detailed description of their approach to the Program Implementation Plan section of the Scope of Work. At a minimum, the submission must fully address each requirement outlined in Section 4.5.

TAB V **EXPERIENCE AND EFFECTIVENESS (20 POINTS)**

Proposers are required to provide a thorough summary to the Experience and Effectiveness section of the Scope of Work. At a minimum, the submission must fully address each requirement outlined in Section 4.6.

TAB VI **OTHER INFORMATION**

Proposers may include any other information deemed pertinent to this solicitation, such as optional services to support district.

TAB VII **EXCEPTIONS**

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

TAB VIII **ATTACHMENTS**

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

Note: Failure to include requested information may result in the proposer being disqualified.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3735

Vendor: _____

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

Name of Firm: _____
Contact Person: _____ Phone Number: _____
Email Address: _____
Nature of Contract: _____
Services Provided: _____
Dollar amount: $ _____ (over life of contract)
Contract start date: _____ Contract end date: _____

Name of Firm: _____
Contact Person: _____ Phone Number: _____
Email Address: _____
Nature of Contract: _____
Services Provided: _____
Dollar amount: $ _____ (over life of contract)
Contract start date: _____ Contract end date: _____

Name of Firm: _____
Contact Person: _____ Phone Number: _____
Email Address: _____
Nature of Contract: _____
Services Provided: _____
Dollar amount: $ _____ (over life of contract)
Contract start date: _____ Contract end date: _____

ATTACHMENT B
COST SHEET
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3735

To ensure a fair evaluation, vendors must complete the cost sheet exactly as provided. Do not modify the format or structure. Failure to submit a completed cost sheet, or any deviation from the required format, may result in the proposal being deemed non-responsive and excluded from consideration.

All pricing fields must be completed, including extended cost (Unit Price × Estimated Quantity) and a Grand Total. Failure to provide complete pricing may result in the proposal being deemed non-responsive.

If pricing is unclear, incomplete, or inconsistent, the County reserves the right to use the highest applicable price provided for evaluation purposes. In the event of a discrepancy between unit price, extended cost, and total, the unit price shall prevail.

Vendors must provide all-inclusive pricing. All costs—including preparation, materials, travel, lodging, shipping, and administrative fees—must be included. All shipments shall be Free on Board (FOB) Destination to the ordering department, with all shipping costs included in the unit price. Deliveries must be made inside the designated location. Travel and lodging expenses must be included in the pricing and will not be reimbursed separately.

Quantities provided are estimates for evaluation purposes only and do not guarantee any minimum or actual level of work.

Vendor Name: _____

IN-PERSON PROFESSIONAL DEVELOPMENT
Vendors must complete both daily and two-day pricing. For evaluation purposes, the county reserves the right to apply the pricing structure that best aligns with anticipated usage.

SERVICE	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED COST
In-person professional development for administration (On-site, 1 consultant, travel and lodging included, 0 -100 participants)	$_____ per day (up to eight (8) hours)	6	
	$_____ per two (2) days (up to sixteen (16) hours) Notes:		
In-person professional development for administration (On-site, 2 consultants, travel and lodging included, 101-200 participants)	$_____ per day (up to eight (8) hours)	6	
	$_____ per two (2) days (up to sixteen (16) hours) Notes:		
In-person professional development for school counselors (On-site, 1 consultant, travel and lodging included, 0-100 participants)	$_____ per day (up to eight (8) hours)	25	
	$_____ per two (2) days (up to sixteen (16) hours) Notes:		

Vendor Name: _____			
In-person professional development for school counselors (On-site, 2 consultants, travel and lodging included, 101-200 participants)	$_____ per day (up to eight (8) hours)	5	
	$_____ per two (2) days (up to sixteen (16) hours) Notes:		
IN-PERSON PROFESSIONAL DEVELOPMENT **Vendors must complete both daily and two-day pricing. For evaluation purposes, the county reserves the right to apply the pricing structure that best aligns with anticipated usage.**			
SERVICE	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED COST
In-person Coaching for an individual or small group (On-site, travel and lodging included)	$_____ per day (up to eight (8) hours)	15	
	$_____ per two (2) days (up to sixteen (16) hours) Notes:		
Virtual Coaching for an individual or small group	$_____ per hour (60 minutes of direct service delivery) Notes:	30	
VIRTUAL SERVICES			
SERVICE	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED COST
Virtual Professional Development (0-100 participants)	$_____ per hour (60 minutes of direct service delivery) Notes:	15	
MATERIALS AND RESOURCES			
SERVICE	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED COST
Implementation Guides/Templates/Planning Tools (All shipping charges are to be included in the price.)	$_____ per resource kit/per person	10	

Vendor Name: _____			
LICENSING			
Site License for Program (Digital Resources/Online Materials), if applicable	$_____ per person, per year (counselor or administration)	125	
AUDITS AND REVIEWS			
SERVICE	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED COST
Curriculum Review or Analysis and Feedback	$_____ per district	4	
Fidelity Monitoring and Site Visit (On-site, travel and lodging included, reports/findings included)	$_____ per day (up to eight (8) hours)	15	
District Program Audit & Comprehensive Report (Inclusive of all components required to design, implement, analyze, and present a full audit report. Define project milestones and a detailed cost breakdown)	$_____ per district	1	
CONFERENCES AND WORKSHOPS			
Registration Fees (Conference/Workshop) (Registration fees will not be included in the base cost evaluation.)	$_____ per person	**Do not complete – for County use only / Not included in cost evaluation.**	**Do not complete – for County use only / Not included in cost evaluation.**
Optional Features/Add-ons (Optional features will not be included in the base cost evaluation.)		**Do not complete – for County use only / Not included in cost evaluation.**	**Do not complete – for County use only / Not included in cost evaluation.**

Cost Summary

Grand Total: $_____

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 3735

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
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. 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
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSAL NUMBER 3735

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

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

ATTACHMENT E
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3735

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, President or other Principal

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

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

EXHIBIT A
GENERAL FEDERAL FUNDING REQUIREMENTS
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3735

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) For purposes of this section:

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

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

EXHIBIT B
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 Secondary School Counseling Support for Knox County Government and Knox County Schools (Request for Proposal #XXXX) and;

Whereas, Contractor submitted a bid 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's 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 August 2026 and ends upon the 31st day of July 2027 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 vendor 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 with the vendor.

2. **Payment.** The County shall pay Contractor the amount as agreed upon in the County's Request for Proposal for Secondary School Counseling Support for System and Schools per the Contractor's response to Request for Proposal #XXXX 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 Secondary School Counseling Support for System and Schools pursuant to Request for Proposal #XXXX.

TBA

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 Secondary School Counseling Support for System and Schools 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) 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.

5. **Appropriations.** In the event no funds are appropriated by the County for a Secondary School Counseling Support 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 Secondary School Counseling Support for System and Schools, 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 Secondary School Counseling Support for the County in accordance with Request for Proposal #XXXX.

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 #XXXX
B. Contractor's Response to Request for Proposal #XXXX

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:_____

CONTRACTOR

_____ _____
AUTHORIZED SIGNATURE **VENDOR – Printed Name**

CONTRACTOR
COMPANY NAME

Date:_____

SAMPLE

OFFICE OF COUNTY MAYOR GLENN JACOBS

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

Knox County Procurement Division
Addendum I to RFP No. 3735
Secondary School Counseling Support

Addendum Date: **May 6, 2026**

Buyer: **Rachel Cabrera**

Closing Date: **May 13, 2026**

The following is for clarification:

Question 1: Would Knox County Schools be open to exploring a staffing-only arrangement for school counselors through an existing staffing partner? If so, would utilizing cooperative purchasing be an option to contract and provide counseling personnel without the vendor maintaining the full school counseling program?

Answer 1: This is not a staffing RFP. It's an RFP for vendors who can support existing school counseling programs.

Question 2: If the district is open to submissions focused solely on staffing services, what are the district's expectations for the implementation plan?

Answer 2: Please see Answer 1.

End of Addendum I

Note: Addendum must be acknowledged in Section V of the submission.

Rachel Cabrera

Rachel Cabrera
Senior Procurement Analyst, Knox County Procurement

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Contract Award - Hatching Results for Secondary Schools Counseling Supports

Cost to Knox County Schools

Not to exceed budgeted amount - Estimated $63,000.00

Description and Type of Funding Source

General purpose or federal funds

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

RLA-18657 **3.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
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 Powerschool Group LLC for Technology Solutions, Products, and Services at a cost up to $250,000.00 for the term of July 1, 2026 through June 30, 2027, with two (2) additional one (1) year options to renew.
(Schools)

Attachments

Contract
Fiscal Note

KNOX COUNTY, TN

and

POWERSCHOOL GROUP LLC

This Contract, by and between **Knox County, TN** through its governing body and authorized representative, hereinafter referred to as "**County,**" and **PowerSchool Group LLC,** hereinafter referred to as "**Contractor**".

Whereas, Knox County has agreed to enter into this Contract with PowerSchool Group LLC, pursuant to the provisions of the Cooperative Purchasing Agreement (From the TIPS Contract #260105) for Technology Solutions, Products, and Services, as amended by this contract and;

Whereas, Contractor agrees and undertakes to provide County with Technology Solutions, Products, and Services. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects to be governed by this document and the attachments hereto.

Now, therefore, in consideration of mutual covenants and promises contained herein, the County agrees to enter into this Contract with the Contractor and hereby incorporates by reference the solicitation, terms, conditions, and pricing of the TIPS Contract, except as herein provided.

Witnesseth:

1. Term of this Contract. This Contract commences on 1st day of July 2026 and ends 30th day of June 2027 unless terminated in conformity with the terms of this Contract as contained in paragraphs 3 and 19. There are two (2) additional one (1) year options to renew. This may result in a total of three (3) years. Renewals will be at the sole discretion of Knox County.

2. Additions or Deletions. Knox County reserves the right to add or delete goods and/or services as the need arises. If goods and/or services are to be added, County and the Contractor will arrive at a mutually agreed price. Any additions must be for goods and/or services that are included in the TIPS Contract.

3. Appropriations. In the event no funds are appropriated by County for the Technology Solutions, Products, and 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.

4. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the services provided 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 books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

5. 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 Technology Solutions, Products, and Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

6. 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 breach of the Contract by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act, occurrence, omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

7. Delivery. Contractor shall render the Technology Solutions, Products, and Services in accordance with the Contractor's schedule and coordinated with the County or their designees.

8. Governing Law and Venue. The law of the State of Tennessee shall govern this Contract. The Chancery Court and/or the Circuit Court of Knox County Tennessee, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

9. Independent Contractor. Contractor acknowledges that Contractor and its employees serve as independent Contractors and that 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.

10. Invoicing and reporting requirements. Contractor shall invoice County for the annual charge for users.

Invoices shall be mailed in duplicate to:

Knox County Schools
912 Gay Street, 12th Floor Suite 1421 A
Knoxville, TN 379902

11. 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. No provision of this Agreement shall act or be deemed to be a waiver by Knox County or Knox County Schools of any immunity or of any provision of the Tennessee Governmental Tort Liability Act. Tennessee Code Annotated 29-20-101 et seq. Any liability to the Contractor or third parties for any claims, damages, losses, or costs arising out of, or related to acts performed by the Knox County/Knox County Schools under this Agreement will be governed and limited by the provisions of the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated 29-20-101 et seq.

12. Nondiscrimination statement. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this 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. Payment. The County shall pay Contractor per the rates and discounts as stated in the TIPS Contract, as complete payment for Technology Solutions, Products, and Services.

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

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

16. 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.

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 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 Contractor risks debarment by the Knox County Procurement Division.

18. Tennessee Open Records Act. Contractor understands and agrees that County is a governmental agency subject to the Tennessee Public Records Act, Title 10, Chapter 7, Tennessee Code Annotated. Under the provisions of this Act, any and all county contracts, documents etc., are open to public review, except as otherwise provided by law. County will comply with any request pursuant to this Act and shall have no liability for documents requested and released under this Act.

19. Termination. County may terminate this Contract with or without cause upon written notice of not less than sixty (60) days; provided, however, that termination without cause shall not be effective until the end of the then-current subscription term. 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 County. For clarity, the County's deletion or removal of any goods and/or services under this Contract will not be subject to a refund.

Should the Contractor fail to provide the Technology Solutions, Products, and 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 one hundred twenty (120) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

20. Contractor shall not sell, disburse, disseminate or in any other way provide information to any outside party without the expressed written consent of County.

21. No Arbitration. The parties agree that this Contract and any disputes which arise here under **shall not** be subject to arbitration.

22. 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. This Contract
B. Contract between TIPS and Contractor
C. Contractor's Quote

In the event of inconsistent or conflicting provisions of this contract and the Attachments B-C referenced above, the following descending order of precedence shall prevail: 1. This contract, 2. Attachment B, 3. Attachment C.

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

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

Date:

KNOX COUNTY GOVERNMENT

Date:

GLENN JACOBS
KNOX COUNTY MAYOR – Signature

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT NO. 26-452
KNOX COUNTY, TENNESSEE APPROVED AS TO LEGAL FORM

LAW DIRECTOR – Signature **LAW DIRECTOR- Printed Name**

Date:

POWERSCHOOL GROUP LLC

VENDOR – Signature **VENDOR- Printed Name**

Date:

Attachment B

Contract between TIPS and Contractor

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TIPS VENDOR AGREEMENT

TIPS RFP 260105 Technology Solutions, Products, and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and PowerSchool Group LLC:

PowerSchool Group LLC

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

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within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in th e Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2026, but extend ed negotiations delay award until June 27, 2026 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2026 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2026, but extended negotiations delay award until June 27, 2026 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2026 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2031 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2031, then the one-year renewal is effective from May 31, 2031 to May 31, 2032.

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13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION

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CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

16. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
17. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL Vendor, ITS AFFILIATES, SUPPLIERS OR ITS LICENSORS BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR FUNDING, REVENUES, GOODWILL, OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, AND EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers.

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For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving ninety (90) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. **Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months

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or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. **Compliance with the Law.** The Parties agree to be in compliance with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, emedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended,

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voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: $1,000,000 per occurrence/$2,000,000 aggregate Automobile Liability: $300,000 Includes owned, hired & non-owned
Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court., without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party; provided, however, that Vendor may assign its rights and obligations under this Agreement without the consent of TIPS in the event Vendor hereafter effects a corporate reorganization, consolidates with, or merges into, any entity or transfers all or substantially all of its properties or assets to any entity. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

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41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and be in compliance with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees that any logos, images, photos, writing, audio, clip art, music, data, promotional documents, software, services, or any other information or intellectual property ("Vendor Property") approved or provided by Vendor for TIPS' use are and shall remain the sole and exclusive property of Vendor, and Vendor retains all rights, title, and interest therein. Vendor further represents that it has all necessary rights, license, and permissions to allow TIPS use of Vendor Property solely as expressly permitted herein. Vendor permits TIPS to use their name and logo solely to identify Vendor as a TIPS Awarded Vendor on the TIPS website. No other rights or licenses to Vendor's trademarks or other intellectual property are granted to TIPS. All other use of Vendor's Property by TIPS shall require prior written Vendor approval. Any Vendor use of TIPS' logos, images, photos, writing, audio, clip art, music, data, promotional documents, or any other information or intellectual property ("TIPS Property") or reference to TIPS in marketing outreach requires Vendor to obtain prior written authorization from marketing@tips-usa.com which will not be unreasonably withheld. Vendor must execute a TIPS Marketing Waiver before specific, written authorization will be granted.
    i. **Infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', authorized resellers', subcontractors', or invitees') unauthorized use or distribution of Vendor Property.**
    ii. **Violations of privacy and data laws; and**
    iii. **Unauthorized use or distribution of TIPS Property.**

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the

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specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply unless the TIPS Member agrees in writing otherwise. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.pr

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must be qualified by including that such indemnity is only permitted, "to the extent permitted by the law" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

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TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 260105 Technology Solutions, Products, and Services

Vendor Name: PowerSchool Group LLC

Vendor Address: 150 Parkshore Drive

City: Folsom State: CA Zip Code: 95630

Vendor Authorized Signatory Name: Jon Scrimshaw

Vendor Authorized Signatory Title: Chief Accounting Officer

Vendor Authorized Signatory Phone: (916) 288-1725

Vendor Authorized Signatory Email: pssrfp@powerschool.com

Vendor Authorized Signature: DocuSigned by: JON SCRIMSHAW 395DA8394ED2418... Date: 4/14/2026

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 4/14/2026



260105
PowerSchool Group LLC
PowerSchool Corporation
Supplier Response

Event Information

Number: 260105
Title: Technology Solutions, Products, and Services
Type: Request for Proposal
Issue Date: 1/5/2026
Deadline: 2/20/2026 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLD TIPS CONTRACT 210101 TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES ("210101"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TECHNOLOGY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 210101.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 210101 WHICH COVERS ALL OF

YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

PowerSchool Group LLC Information

Address: 150 Parkshore Drive
Folsom, CA 95630
Phone: (877) 873-1550

By submitting your response, you certify that you are authorized to represent and bind your company.

Jon Scrimshaw
Signature

pssrfp@powerschool.com
Email

Submitted at 2/19/2026 03:54:09 PM (CT)

Requested Attachments

Pricing Form 1

PowerSchool 260105 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

PowerSchool 260105 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

(3) Required Customer Reference Letters

PowerSchool Reference Letters.pdf

Vendor is required to upload three Customer Reference Letters from three separate customers as described herein. Vendor will be scored on the aggregate Reference Letters received from customers as described in the solicitation. Vendor must provide three current letters (issued within the 12-months preceding the date on which the solicitation was posted) from its customers verifying Vendor’s customer service and reputation as described herein. (Ex. if the solicitation/bid posted on February 4, 2024, the letters must be dated on or after February 1, 2023). The letters must be issued from customers who have received goods or services from the Vendor or its current corporate officials, on entity/company letterhead, must specify its customer experience with Vendor, and must be signed by an authorized representative of the customer. TIPS Reference Forms from past bids will no longer be accepted.

Required Confidentiality Claim Form

260105_Required_Confidentiality_Claim_Form.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Vendor Agreement

260105 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

260105_Vendor_Agreement_Signature_Form.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Current Form W-9

W-9-2026.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Alternate or Supplemental Pricing Documents

PowerSchool TIPs 260105 Pricing.xlsx

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

PowerSchoolLogos_Tagline-Horizontal-Cyan.png

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

PowerSchool-Statement of Understanding.pdf

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

260105_PowerSchool Proposed Solutions.pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Bid Attributes

1	**Disadvantaged/Minority/Women Business & Federal HUBZone** Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

PowerSchool is a leading provider of cloud-based software in K-12 education in North America, with solutions that deliver a full range of mission-critical capabilities to K-12 schools and districts. From the central office to the classroom to home, PowerSchool provides solutions that bring everyone together to support student success.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Jonathan Guerra

7 Primary Contact Title

Primary Contact Title

Regional Vice President

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

jonathan.guerra@powerschool.com

9 Primary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

9567390955

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Accounts Receivable

13 **Secondary Contact Title**

Secondary Contact Title

Accounts Receivable

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

ar@powerschool.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8778731550

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

See Lor, Director, Assistant Controller

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

See.lor@powerschool.com

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9169323134

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Orders

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

orders@powerschool.com

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8778731550

24 **Company Website**

Company Website (Format - www.company.com)

www.powerschool.com

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

No response

26 **Primary Address**

Primary Address

150 Parkshore Dr

27 **Primary Address City**

Primary Address City

Folsom

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

CA

29 **Primary Address Zip**

Primary Address Zip

95630

30 Search Words Identifying Vendor

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

PowerSchool, Student Information System, SIS, eSchoolPlus, Ecollect, PowerTeacher, Mobile, App, Schoology, Performance Matters, Assessment, Analytics, Special Programs, Special Education, eFinancePlus, BusinessPlus, SchoolSpring, Applicant Tracking, Candidate Assessment, Employee Records, Perform, Professional Learning, SmartFind Express, Classroom, Attendance, Behavior, SEL, Student, Academic, Notification, Graduation, Naviance, CCLR, College, IEP, 504, ELL, Early Warning, Grading, Gradebook, Software, SAAS, Cloud based technology services, Computer based educational systems, Communications, Learning, ERP, Technology

31 Certification of Vendor Residency (Required by the State of Texas)

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32 Vendor's Principal Place of Business (City)

In what city is Vendor's principal place of business located?

Folsom

33 Vendor's Principal Place of Business (State)

In what state is Vendor's principal place of business located?

CA

34 Vendor's Years in Business

How many years has the business submitting this proposal been operating in its current capacity and field of work?

29

35 Certification Regarding Entire TIPS Agreement

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

36 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

5%

37 **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

38 **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

No

39	**"Catalog Pricing" and Pricing Requirements** **<u>This is a requirement of the TIPS Contract and is non-negotiable.</u>** In this solicitation and resulting contract, "Catalog Pricing" shall be defined as: "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that: A. is regularly maintained by the manufacturer or Vendor of an item; and B. is either published or otherwise available for review by TIPS or a customer during the purchase process; C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied. If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing. YES
40	**EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS** Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion. If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award. Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document? No, Vendor does not agree

4.1	**TIPS Sales Reporting Requirements** **This is a requirement of the TIPS Contract and is non-negotiable.** By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.
4.2	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.
4.3	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

45	**Prohibition of Vendor Conflict of Interest (Tex. Edu. Code § 11.067)** **This is a requirement of the TIPS Contract and is non-negotiable.** “Substantial Interest”, as used in this attribute, is defined in Tex. Edu. Code § 11.067(b). By submission of this proposal, the Vendor certifies that at the time of proposal submission, no individual serving on the Region 8 ESC Board of Trustees: (1) Has a substantial interest in the Vendor, or (2) Is related by the second degree by consanguinity or affinity (as determined under Chapter 573, Government Code) to an individual with a substantial interest in the Vendor. Vendor further certifies that it shall not enter a contract with a Texas school district TIPS Member under this TIPS Contract if an individual serving on that TIPS Member's Board of Trustees: (1) Has a substantial interest in the Vendor, or (2) Is related by the second degree by consanguinity or affinity (as determined under Chapter 573, Government Code) to an individual with a substantial interest in the Vendor.

46	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

47	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.
48	**Required Confidentiality Claim Form** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form. If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.
49	**Non-Discrimination Statement and Certification** **This is a requirement of the TIPS Contract and is non-negotiable.** In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs). Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments. ☑ Yes, I certify

50 **Limitation of Vendor Indemnification and Similar Clauses**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree

51 **Alternative Dispute Resolution Limitations**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes, Vendor agrees

52 **No Waiver of TIPS Immunity**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees

53	**Payment Terms and Funding Out Clause** **This is a requirement of the TIPS Contract and is non-negotiable.** Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member. Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body. Does Vendor agree? ☑ Yes, Vendor agrees
54	**Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)** Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Does Vendor certify? Yes, Vendor certifies
55	**Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)** If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes. When applicable, does Vendor certify? Yes, Vendor certifies

56 Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

57 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes, Vendor certifies

58 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

59 Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

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Felony Conviction Notice - Texas Education Code 44.034

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

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Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

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Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

63 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

64 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

65 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

66 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

67	**Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** **Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** 1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. 2. 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. 3. 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 when submitted or has become erroneous by reason of changed circumstances. 4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. 5. The prospective lower tier participant agrees by submitting this form 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. 6. The prospective lower tier participant further agrees by submitting this form 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. 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List. 8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 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.

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Suspension or Debarment Certification

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

69

Vendor Certification of Criminal History - Texas Education Code Chapter 22

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

70 **Certification Regarding "Choice of Law" Terms with TIPS Members**

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

71 **Certification Regarding "Venue" Terms with TIPS Members**

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

72 **Certification Regarding "Automatic Renewal" Terms with TIPS Members**

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

73	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
74	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
75	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications. Specifically, if Vendor utilizes the Cost-Plus Markup method anywhere in its proposal, Vendor cannot and will not be listed as federally compliant for TIPS purposes unless Vendor also certifies "Yes" in response to the Attribute entitled, "2 CFR Part 200 - Prohibition of Cost- Plus."

76

2 CFR Part 200 or Federal Provision - Prohibition of Cost Plus

Contracts paid with federal funds which exceed the simplified acquisition threshold currently set at $250,000 (2 CFR 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, may not utilize a cost plus percentage of cost and percentage of cost method of contract pricing. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members for a TIPS Sale resulting from this procurement process which exceeds the simplified acquisition threshold, Vendor shall not utilize a cost plus a percentage of cost and percentage of cost method of contract pricing for that expenditure. If Vendor fails to certify and proposes a Cost Plus Markup Method of pricing anywhere in their proposal, Vendor will **not** be listed as federally/EDGAR compliant for TIPS purposes.
Does Vendor certify?

Yes, Vendor agrees.

77

2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

78

2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes, Vendor agrees

79

2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes, Vendor agrees

80

2 CFR Part 200 or Federal Provision - Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree 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 awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.
Does vendor agree?

Yes, Vendor agrees

81

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes, Vendor agrees

82	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued** Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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. **The undersigned certifies, to the best of his or her knowledge and belief, that:** (1) 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 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) 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 agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. Does Vendor certify that it has NOT lobbied as described herein? Yes, Vendor certifies - NO Reportable Lobbying

83	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued** If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

84	**2 CFR Part 200 or Federal Provision - Federal Rule** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify compliance? Yes, Vendor certifies

85	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes, Vendor certifies
86	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes, Vendor certifies

87

2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

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

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

88

2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and 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) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

89

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

90

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

91

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

92

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

93

2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

94

2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

95 **2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

Yes, Vendor certifies

96 **2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations**

For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

Yes, Vendor certifies

97 **2 CFR Part 200 or Federal Provision - Record Retention Requirements**

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

Yes, Vendor certifies

98 **2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

NO

99	**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** **Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.** Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. Does Vendor certify? *No response*
100	**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY** By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers. Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

Marelenise Phillips-Roberts
MTSS Director

DALLAS INDEPENDENT SCHOOL DISTRICT

April 4, 2025

To Whom it May Concern,

Dallas Independent School District has utilized PowerSchool Analytics and Insights and MTSS for the past two years. We have enjoyed a successful partnership with PowerSchool leadership, product development, training, and customer support. PowerSchool has listened to our feedback throughout our partnership and continually makes improvements based on this feedback. PowerSchool has also successfully provided customizations to meet the unique needs of our large school district.

The product has helped us to implement MTSS in a more systemic manner as well as improve data-driven decision-making. DallasCurrently, we have more than 15,000 students interventions within PowerSchool's MTSS platform ranging from reading, math, science, behavior and attendance. Educators can monitor progress for each student as well as view aggregated data at the district level to better understand intervention effectiveness. The platform also helps us to view which interventions have had no or limited progress monitoring through an easy-to-understand dashboard. This has helped us to improve the fidelity of implementation at Dallas ISD.

We believe the product has been a vital ingredient to the implementation of MTSS at Dallas ISD. We look forward to a continued partnership with PowerSchool. Please contact me if you have any questions.

Regards,

Marelenise Phillips-Roberts
Multi-Tiered Systems of Support (MTSS) Director

RICHARDSON INDEPENDENT SCHOOL DISTRICT

EVERY CHILD. EVERY TEACHER. EVERY LEADER. EVERY DAY.

Purchasing Department

February 5, 2026

Richardson Independent School District
400 S. Greenville Ave.
Richardson TX 75081

RE: Reference Letter for PowerSchool

To whom it may concern:

Please accept this letter as a formal reference for PowerSchool, a long-standing provider of cloud-based educational technology solutions to our district. Our organization has utilized several of PowerSchool's tools, including PowerSchool Enrollment since 2025 and Schoology Learning since 2023, to support and streamline our administrative and instructional processes. We understand that PowerSchool has submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative, and we are pleased to share our positive experience.

As a customer, our entity has consistently found PowerSchool's products to perform satisfactorily. PowerSchool's Schoology Learning platform has provided our teachers, students, and families a consistent way to access digital assignments, give feedback, track progress, and document students' academic goal progress. The application's assignment types, assessment feature, and embedded standards tracking promotes quality workflows for teachers. PowerSchool's Schoology support and implementation staff honors an open dialogue and feedback in effort to ensure quality integration, as well as enhancements to the application.

Beyond Schoology, PowerSchool's broader suite, including Enrollment, helps streamline administrative tasks and improve data accuracy. Ultimately, PowerSchool's strong product capabilities and ease of use play a vital role in supporting data-driven decision-making for our educators and administrators. The Vendor has provided reliable service, responsive support, and high-quality tools that have helped our district enhance operational efficiency and strengthen the learning experience for our students.

As a satisfied customer, we recommend PowerSchool to TIPS public entities and non-profit members. Their proven track record, comprehensive capabilities, and commitment to educational excellence make them a valuable partner for organizations seeking to modernize and elevate their learning and administrative environments.

If additional information is required, we would be pleased to provide it.

Thank you,

Melody Greig

Melody Greig
Director of Purchasing
469-593-0578
Melody.greig@risd.org

John Vaglienty

Chief Academic Officer
612 N. Campbell St., Willis, TX 77378
Phone 936.856.1214

February 19, 2026

Willis Independent School District
612 N. Campbell St.
Willis, TX 77378

RE: Reference Letter for PowerSchool

To Whom It May Concern,

Please accept this letter as a reference for PowerSchool, a provider of cloud-based educational technology solutions. Our district has recently partnered with PowerSchool and is implementing several solutions, including PowerSchool SIS, Enrollment, eCollect, Document Management, Attendance Intervention, and MyPowerHub. We understand PowerSchool has submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative, and we are pleased to share our initial experience.

Throughout the onboarding and early implementation phases, PowerSchool has demonstrated a strong understanding of K–12 operational needs, providing an integrated platform that improves efficiency, data accuracy, and access to student information. The system's flexibility supports alignment with district workflows, and tools such as Attendance Intervention and MyPowerHub offer promising support for data-informed decision-making and family engagement.

Based on our experience to date, PowerSchool has been a responsive and professional partner, and we are confident in the value their solutions will bring to our district. We would be happy to provide additional information if requested.

If additional information is required, we would be pleased to provide it.
Thank you,

John Vaglienty, Chief Academic Officer
Willis ISD
281-856-1200
jvaglienty@willisisd.org

Docusign Envelope ID: 7884851D-CBEC-49B3-9DDA-B76CE00E2F5D

January 29, 2026

Don Sheehy, IT Coordinator
Elizabeth Public Schools
500 N. Broad Street
Elizabeth, NJ 07208

Re: Letter of Recommendation for PowerSchool Analytics & Insights MTSS Solution

Dear Evaluation Committee,

It is my pleasure to offer this letter of recommendation for PowerSchool's Analytics & Insights MTSS solution, which has played a significant role in transforming how we support our 27,000 students throughout the district. Our teachers and staff have experienced how the platform empowers educators with the clarity, consistency, and data-driven decision-making they need to improve student outcomes at scale.

By consolidating information from PowerSchool SIS, assessments, and other data sources into a single platform, we gain real-time visibility into individual learning journeys and deliver timely, targeted interventions that help ensure no student falls through the cracks. This level of insight eliminates the need for cumbersome spreadsheets and manual processes, freeing our staff to focus more fully on meeting students' academic, behavioral, and engagement needs.

Perhaps the most compelling outcome has been the shift in mindset PowerSchool enables. When our educators have the tools to collaborate seamlessly and the visibility to act decisively, our students benefit from more consistent, personalized, and effective supports year after year. Analytics & Insights MTSS solution fosters this environment—helping our schools streamline processes, reinforce equity, and ultimately elevate student success across the district.

For any district seeking to strengthen its systemwide support structures, enhance staff collaboration, and ensure every student receives the interventions they need to thrive, I confidently recommend PowerSchool Analytics & Insights MTSS as a proven, high-impact solution.

Sincerely,

DocuSigned by:
Donald Sheehy
7D9C007A4558455...

Don Sheehy, IT Coordinator

Elizabeth Public Schools

Docusign Envelope ID: 1A3E20A8-5823-4312-ADFA-1B7547A5ACC8

January 29, 2026

Joe Sabbath, Assistant Superintendent
Passaic County Technical-Vocational Schools
45 Reinhardt Rd
Wayne, NJ 07470

Re: Letter of Recommendation for PowerSchool Analytics & Insights MTSS Solution

Dear Evaluation Committee,

It is with great enthusiasm that Passaic County Technical-Vocational Schools (PCTVS) offers this letter of recommendation highlighting the transformational impact of PowerSchool Analytics & Insights MTSS solution on our student support systems, data practices, and overall school improvement efforts.

Since adopting PowerSchool's unified MTSS framework and Analytics & Insights platform, PCTVS has experienced significant growth in our ability to deliver data-driven, personalized, and equitable support for every student. PowerSchool's integrated tools have enabled our staff to consolidate academic, behavioral, and social-emotional support data into a single, accessible system—streamlining processes that were previously fragmented. This unified view of the whole student has proven powerful in informing intervention decisions and monitoring student progress.

Furthermore, the Analytics & Insights dashboards have become an essential part of our decision-making culture. By providing real-time, actionable data, these tools equip our leadership teams, counselors, interventionists, and teachers with the information necessary to identify emerging trends, address gaps early, and refine interventions based on measurable impact.

We highly recommend PowerSchool's Analytics & Insights MTSS solution and are grateful for the positive impact it has made throughout our district.

Sincerely,

Signed by:
19B921ACD58C443...
Joe Sabbath
Assistant Superintendent
Passaic County Technical-Vocational Schools

Docusign Envelope ID: 766E6F2B-4F3E-43E1-A223-4CB1D901169B

TIPS CONTRACT 260105

REQUIRED CONFIDENTIALITY CLAIM FORM

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: PowerSchool Group LLC

Vendor Authorized Signatory Name: Jon Scrimshaw

Vendor Authorized Signatory Title: Chief Accounting Officer

Vendor Authorized Signatory Email: pssrfp@powerschool.com

Vendor Address: 150 Parkshore Dr

City: Folsom State: CA Zip Code: 95630

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: DocuSigned by: JON SCRIMSHAW 395DA8394ED2418...

Attachment C

Contractor’s Quote

PowerSchool

Sales Quote - This Is Not An Invoice

PowerSchool Group LLC
150 Parkshore Dr.
Folsom CA 95630

Quote #: Q-853600-1
Quote Expiration Date 31-JUL-2026

Prepared By:	Tanner Burton	Customer Contact:	Joe Snyder
Customer Name:	Knox County School District (TN)	Title:	Budget Director
Enrollment:	57,801	Address:	PO Box 2188 912 South Gay Street
Contract Term:	11 Months	City:	Knoxville
Start Date:	August 1, 2026	State/Province:	Tennessee
End Date:	June 30, 2027	Zip Code:	37902
Payment Terms:	Net 30	Phone #	(865) 594-1696
		Pricing Vehicle Contract #:	Pursuant to TIPS Contract #260105

Contract Term : August 1, 2026 to June 30, 2027

Quote Summary

License and Subscription Period(s)	License and Subscription	Implementation/ Training	Total
Subscription Period 1: August 1, 2026 to June 30, 2027	USD 199,402.36	USD 46,237.50	USD 245,639.86
Total Contract : August 1, 2026 to June 30, 2027	USD 199,402.36	USD 46,237.50	USD 245,639.86

Period 1 : August 1, 2026 to June 30, 2027

License and Subscription Fees

Product Description	Quantity	Unit	Price
Allovue Budget Suite	57,801.00	Students	USD 199,402.36
Allovue Budget Book Add On	1.00	Each	USD 0.00

License and Subscription Fees : USD 199,402.36

Professional Services and Setup

Product Description	Quantity	Unit	Price
Allovue Budget Suite Deployment - Custom	1.00	Each	USD 39,600.00
Allovue Strategic Consulting Custom	1.00	Each	USD 2,437.50
Allovue Manage Integrated Staffing Add On	35.00	Hour	USD 4,200.00

Professional Services and Setup : USD 46,237.50

Training Services : USD 0.00

Onsite Training travel expenses are included in cost

Term 1 Total Fees : USD 245,639.86

Total Contract Amount: : USD 245,639.86

Estimated Annual Ongoing Fees as of July 1, 2027 - Fees subject to an annual uplift, which will be reflected on a renewal quote

License and Subscription Fees

Product Description	Quantity	Unit	Price
Allovue Budget Suite	57,801.00	Students	USD 217,909.77
Allovue Budget Book Add On	1.00	Each	USD 0.00

License and Subscription Fees : USD 217,909.77

Subscription Start and End Dates shall be as set forth above. The Start Date may be delayed based upon the date that PowerSchool receives this executed quote or Customer's purchase order if one is needed. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then-current rates and enrollment per existing terms of the executed agreement between Customer and PowerSchool. Any applicable sales or other tax has not been added to this quote. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or executed agreement between the parties (e.g., services billed on time and material basis will be invoiced when such services are incurred).

All purchase orders must include the exact quote number of this quote. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions of this quote or any agreement executed between the parties. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will expire after 12 months.

If Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used within such twelve (12) month period will be forfeited.

After the contract term on this quote ends, the parties may renew the agreement for up to four (4) additional 12-month subscription terms at an annual uplift of 5%.

Notwithstanding anything to the contrary anywhere else, after the contract term of this quote, this Agreement, including this quote, can only be renewed upon mutual written agreement by the parties.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC
Signature:



Printed Name: Jon Scrimshaw

Title: Chief Accounting Officer

Date: 1-JUL-2026

Knox County School District (TN)
Signature:

Printed Name:

Title:

Date:

*****Sales Quote - This Is Not an Invoice*****

PowerSchool Statement of Work

Purpose of Document

The purpose of this Statement of Work ("SOW") between PowerSchool Group LLC ("PowerSchool") and Customer ("You", "Your") is to outline the process, approach, and completion criteria for each step of the process to implement PowerSchool. This document covers the roles and responsibilities of the PowerSchool Project Manager, Subject Matter Experts, and Customer in each step of the PowerSchool implementation process, serving as an outline of services PowerSchool is expected to deliver. This SOW calls out specific functional areas of Your PowerSchool product(s) that are covered for implementation services and level of coverage.

This Statement of Work is subject to the terms and conditions of the current master agreement between the parties and any associated policies, pursuant to which PowerSchool has licensed the PowerSchool application to the Customer.

General Assumptions

1. Implementation services will be delivered remotely unless onsite services are purchased separately.
2. If travel is required, all travel-related expenses will be invoiced as incurred.
3. Implementation services are completed when delivered, and the deliverable acceptance procedure is complete.
4. Additional services are available and can be purchased for items out of the scope of implementation.
5. Customer must identify a designated Customer Project Lead before the start of the project. The Customer Project Lead will be responsible for delivering all sections of the "Customer Responsibilities" included in the SOW in a complete manner within the project timeline.
6. The designated Customer project lead should be an employee of the organization implementing PowerSchool. Customers that hire third-party organizations to act on the behalf of the Customer for implementation may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer's behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
7. All approvals must be completed by an employee and designated signatory of the Customer. Third party entities engaged by the Customer are not acceptable signatories.
8. The product will be deployed "as is" based on available features and functions at the time of implementation.

Allovue Integrated Staffing

Overview

This Statement of Work (SOW) outlines the scope of work, roles and responsibilities, services phases, and other critical elements necessary for the successful addition of Inegrated Staffing for the following product:

- Allovue Manage

Your service project will follow a project plan that consists of milestones with meetings and activities for the product purchased. We will meet weekly or biweekly with your team to review the upcoming milestones and evaluate any tasks and requirements for milestone completion.

Serivces Roles and Responsibilities

Our service team will work alongside your team to configure Allovue Integrated Staffing to fit your unique processes and support your staff. This team consists of:

PowerSchool Resources

- **Implementation Consultant:** Serves as your strategic thought partner and primary point of contact.
- **Data Associate:** Establishes data integrations between your systems and PowerSchool products.

In additional to the resources needed on the PowerSchool side, we request a team of dedicated customer resources. This team consists of:

Customer Resources

- **Project Lead:** The overarching point of contact who will serve as the primary communication and decision-making team member.
- **Data Lead:** Ability to highlight/address any data concerns that may arise during the data collection process

Services Phases

This section will overview the PowerSchool responsibilities, customer responsibilities and the completion criteria for each phase of your services contract to clearly define all appropriate parameters.

Initiating

PowerSchool Responsibilities

- Send Welcome Email and include the following:
  - Statement of Work
  - Tentative kick-off meeting options
  - Kick-off meeting agenda
  - Customer key contact requests
- Identify PowerSchool Project Team
  - Implementation Consultant
  - Data Associate

Customer Responsibilities

- Sign and return Statement of Work
- Select a kick-off meeting time
- Identify customer key contacts

Completion Criteria

This activity will be considered complete when:

- Customer returns a signed Statement of Work to PowerSchool
- Customer selects a kick-off meeting time
- Customer selects key contacts

Planning

PowerSchool Responsibilities

- Schedule and conduct kick-off meeting
- Schedule and conduct data introduction meeting
- Review the Integrated Staffing process
- Send data requirements documentation
- Update the project plan to include the Integrated Staffing timeline
- Schedule a weekly or biweekly meeting
- Send customer access to their project plan

Customer Responsibilities

- Attend kick-off meeting
- Attend data introduction meeting
- Select a weekly or biweekly meeting time slot and list of attendees
- Update the project plan to indicate customer tasks completed

Allovue Integrated Staffing

Completion Criteria

This activity will be considered complete when:

- Customer attends the kick-off meeting
- Customer attends the data introduction meeting
- Customer has access to their updated project plan
- PowerSchool schedules weekly or biweekly meeting

Executing

PowerSchool Responsibilities

- Enable Staffing in Manage
- Schedule and conduct an Integrated Staffing kick-off meeting
- Receive data via 1 of 2 options:
    - Establish a direct database connection between Manage and the customers ERP
    - Create an SFTP site for the customer to post nightly upload files
- Confirm the following Staffing components are ready:
    - Employees
    - Jobs
    - Positions
    - Position Funding
    - Assignments
    - Assignment Funding
    - Salaries
    - Benefits
- Upload the following Staffing Configuration data:
    - Employees
    - Jobs
    - Positions
    - Position Funding
    - Assignments
    - Assignment Funding
    - Salaries
    - Benefits

Customer Responsibilities

- Log into Manage

Allovue Integrated Staffing

- Attend Integrated Staffing kick-off meeting
- Send data via 1 of 2 options:
    - Direct database connection between Manage and the customer ERP
    - Nightly uploads sent to an SFTP site
- Review the following Manage Staffing configuration data:
    - Employees
    - Jobs
    - Positions
    - Position Funding
    - Assignments
    - Assignment Funding
    - Salaries
    - Benefits

Completion Criteria

This activity will be considered complete when:

- Manage Staffing has been installed and configured
- Data is received via Direct Database Access or SFTP
- Customer reviews data configuration

Monitoring

PowerSchool Responsibilities

- Verify customer has full access to begin data approval process
- Resolve any reported data and setup issues
- Set up recurring data updates

Customer Responsibilities

- Approve the following Integrated Staffing configuration data:
    - Employees
    - Jobs
    - Positions
    - Position Funding
    - Assignments
    - Assignment Funding
    - Salaries
    - Benefits

- Report any data and setup issues to your services team

Completion Criteria

This activity will be considered complete when:

- Customer has approved data for launch in Manage

Closing

PowerSchool Responsibilities

- Schedule and conduct admin user training
- Schedule and conduct end user training
- Schedule and conduct a lessons learned meeting
- Introduce customer to support contact methods and PowerSchool Community
- Provide final project sign-off to customer

Customer Responsibilities

- Attend training sessions
- Attend lessons learned meeting
- Understand that PowerSchool Technical Support will become primary contact
- Complete final project sign-off
- Complete the Customer Satisfaction Survey

Completion Criteria

This activity will be considered complete when:

- Complete final project sign-off

PowerSchool
Powering Brighter Futures

AMENDMENT NO. 1
TO THE POWERSCHOOL MAIN SERVICES AGREEMENT

This Amendment No. 1 ("**Amendment**") entered into by and between PowerSchool Group LLC, located at 150 Parkshore Drive, Folsom, CA 95630, ("**PowerSchool**"), and Knox County, TN (herein "**Customer**") modifies and supplements the PowerSchool Main Services Agreement (2024 Version) found at https://www.powerschool.com/MSA_Mar2024/ ("**Agreement**") as mutually agreed herein and is effective as of the date of the last signature below ("**Amendment Effective Date"**). PowerSchool and Customer are referred to individually as "**Party**" and collectively as "**Parties**" under this Amendment. Any defined terms used but not defined herein shall have the meaning set forth in the Agreement.

RECITALS

WHEREAS, the Parties desire to modify the Agreement, as amended by this Amendment, to govern Customer's current and subsequent purchases of software subscriptions and products and related services from PowerSchool when referenced and incorporated in the applicable ordering document, including, without limitation, any applicable quote(s) or purchase order(s); and

NOW THEREFORE, in consideration of the mutually agreed covenants herein, the Parties agree as follows:

AMENDMENTS

1. The first sentence in **Section 4.7 (Marketing)** of the Agreement is hereby deleted in its entirety and replaced with the following:

   "Subject to Customer's trademark usage guidelines, Customer grants PowerSchool a non-exclusive, worldwide, royalty-free right to include Customer's Trademark and other related transactional information (including enrollment count, names of the Services ordered by Customer, etc., but excluding pricing) in any customer listing appearing on or in any PowerSchool websites, brochures, fliers, presentations, press releases, annual reports and any other marketing materials so long as the Customer has active Services."

2. **Section 6.3 (Payment)** of the Agreement is hereby modified by deleting the following sentence:

   "Subject to the "Payment Disputes" section below, if an invoiced amount is overdue by thirty (30) or more days, PowerSchool reserves the right to charge a late fee of 1.5% monthly (18% annually) or the maximum rate allowed by law, whichever is lower, on the amounts overdue."

3. **Section 11.3 (EXCEPTIONS)** of the Agreement is hereby deleted in its entirety and replaced with the following:

"11.3 EXCEPTIONS. POWERSCHOOL ACKNOWLEDGES THAT CUSTOMER IS A GOVERNMENTAL ENTITY SUBJECT TO THE TENNESSEE GOVERNMENTAL TORT LIABILITY ACT (GTLA). THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY ARISING OUT OF A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD.

Miscellaneous Terms

1. Entirety. The Agreement, as amended by this Amendment, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior oral or written communications, agreements or understandings between the Parties with respect to the subject matter hereof. All other provisions of the Agreement not modified by this Amendment shall remain in full effect.

2. Conflict. If there is any conflict or contradiction between the provisions of the Agreement and those in this Amendment, this Amendment will control and supersede all conflicting provisions.

3. Counterparts. This Amendment may be executed in two or more counterparts, each of which will be deemed an original, but all of which, together, will constitute one and the same original document.

4. No Construction Against Drafter. No provision of this Amendment or any related document will be construed against or interpreted to the disadvantage of any Party hereto by any court or other governmental or judicial authority by reason of such Party having or being deemed to have structured or drafted such provision.

[Signatures on the next page]

Upon execution of this Amendment by their duly authorized representatives, the Parties enter into this Amendment as of the Amendment Effective Date.

POWERSCHOOL GROUP LLC	**KNOX COUNTY, TN**
By:_____	**By:**_____
Printed Name:_____	**Printed Name:**_____
Title:_____	**Title:**_____
Date:_____	**Date:**_____

MAIN SERVICES AGREEMENT
2024 version

This Main Services Agreement (with all attached exhibits and referenced documents and links, the "**Main Services Agreement**"), combined with active Quotes and Statements of Work for Professional Services or any other duly executed documents referencing this Main Services Agreement, will constitute the "**Agreement**", as may be amended from time to time. The Quotes and SOWs, including any addenda and supplements thereto, may be individually referred to as an "**Ordering Document**" or collectively referred to as the "**Ordering Documents**".

This Agreement is entered into by and between the applicable PowerSchool Contracting Entity (as defined below) ("**PowerSchool**") and Customer identified below and governs Customer's access and use of Services. This Agreement is effective and accepted on the earliest of the following: (i) the date that the last Party directly signs this Main Services Agreement, (ii) the date that the last Party signs the Quote that references this Main Services Agreement (or if the Quote is not signed, then the date of the purchase order received by PowerSchool), or (iii) the date on which Customer is granted access to the Services (the "**Effective Date**")**.** Each PowerSchool and Customer is individually referred to as a "**Party**" and collectively as the "**Parties**".

1. DEFINITIONS.

1.1. "**Account Country**" is the country associated with the Customer account. If Customer has provided a valid tax registration number for Customer's account, then Customer's Account Country is the country associated with such tax registration. If Customer has not provided a valid tax registration, then Customer's Account Country is the country where the Customer billing address is located.

1.2. "**Customer**" means the school, school district, college, university, institution, agency, or other entity that purchases one or more of the Services, as identified on the applicable Ordering Document.

1.3. "**Customer Data**" means all data (including Personal Data), files, documents and records uploaded to a Subscription Service or transmitted to PowerSchool under this Agreement by or on behalf of Customer.

1.4. "**De-identified Data**" means information generated by the data processor that does not contain Personal Data and any direct or indirect personal identifiers, and that is not used or linked to identify any individual.

1.5. "**Documentation**" means user manuals describing the functionality, features and operating characteristics of the applicable PowerSchool Software as made available to Customer by PowerSchool, including any updates thereto.

1.6. "**Excluded Claims**" means claims or liability arising out of: (a) a Party's violation of the other Party's proprietary or intellectual property rights; (b) PowerSchool's violation of its obligations under this Agreement (including the applicable data privacy agreement) pertaining to Customer Data; or (c) either Party's indemnity obligations under this Agreement.

1.7. "**Intellectual Property Rights**" means any and all, now or hereafter in existence, unpatented inventions, patent applications, patents, design rights, copyrights, Trademarks, mask work rights, know-how, trade secret rights, moral rights, database protection, and all other intellectual property and proprietary rights, modifications, adaptations, derivatives thereof, and improvements thereto, and forms of protection of a similar nature anywhere in the world.

1.8. "**Licensed Applications**" means software applications developed by third parties that are licensed by PowerSchool and are embedded in or bundled with the Subscription Services provided by PowerSchool hereunder.

1.9. "**Licensed Site(s)**" means the internet address of the web-based location for accessing a Subscription or, if for an on-premise implementation, the initial location where the PowerSchool Software listed on the applicable Quote is installed.

1.10. "**Personal Data**" means information that alone, or in combination with other information about an individual, identifies, relates to, or could reasonably be linked to a natural person.

1.11. "**PowerSchool Contracting Entity**" means the entity identified in the table below, based on Customer's Account Country.

Account Country	PowerSchool Contracting Entity	Mailing Address
Canada	PowerSchool Canada ULC	PowerSchool Canada ULC 150 Parkshore Drive Folsom, CA 95630
United States	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive Folsom, CA 95630
Any other country that is not Canada, the United States, India, or UAE[1]	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive Folsom, CA 95630

1.12. "**PowerSchool Software**" means PowerSchool's proprietary software applications and the associated Licensed Applications, including any and all updates and subsequent versions thereto. PowerSchool Software does not include Third-Party Software.

1.13. "**Professional Services**" means work performed by PowerSchool or its permitted subcontractors or channel partners under an Ordering Document, including implementation, training, consulting, customization and other professional services, and any deliverables specified in an Ordering Document.

1.14. "**Quote**" means PowerSchool's standard order form that (i) specifies the Services provided to Customer; (ii) references this Agreement or the applicable agreement; and (iii) is signed or incorporated into or referenced in a signed agreement by authorized representatives of both Parties. Unless otherwise agreed in writing by the Parties, Customer's issuance of a purchase order is deemed as acceptance of the terms and conditions set forth in the applicable Quote.

1.15. "**Services**" means any Subscription Service(s), including all content made available by PowerSchool through the Subscription Services, and any Professional Services provided to Customer hereunder.

1.16. "**Statement of Work**" or "**SOW**" means a statement of work document that describes the Professional Services to be performed hereunder and that is entered into between Customer and PowerSchool or is otherwise incorporated into a Quote entered into between Customer and PowerSchool.

1.17. "**Subscription Services**" means the provision of the PowerSchool Software to Customer on a subscription basis as a cloud-based service, a term license, or as an on-premise installation, including any hosting services or Support Services provided as part of the Subscription Services or otherwise purchased by Customer.

1.18. "**Subscription Term**" has the meaning set forth in Section 13.2 (Subscription Term).

1.19. "**Support Services**" means the maintenance and support for the Subscription Services or as purchased by Customer, as described in PowerSchool's standard support policy at https://www.powerschool.com/Support-Policy-SLA_2024/.

1.20. "**Term**" has the meaning set forth in Section 13.1 (Agreement Term).

1.21. "**Third-Party Software**" means software products supplied or developed for a particular purpose by someone other than PowerSchool and not licensed by PowerSchool hereunder.

1.22. "**Trademarks**" means all trademarks, service marks, logos, slogans, trade names, business names, and other source identifiers, including domain names, whether registered or unregistered, and including all of the goodwill of the business related to the foregoing.

1.23. "**Transaction Data**" means system performance information monitoring the PowerSchool Software alone and at times of usage as the User may access and progress through the features and functions of a Subscription Service.

1.24. "**User(s)**" means individuals authorized by Customer to access PowerSchool Software, including teachers, students, parents, guardians, employees, authorized personnel, and job applicants as applicable to the respective PowerSchool Software.

2. PROVISION OF SERVICES AND RESTRICTIONS.

[1] PowerSchool Offerings in India and United Arab Emirates are under a different Main Services Agreement.

2.1 Subscription Services. If Customer makes all payments on time, PowerSchool will: (a) for cloud-based Subscription Services, make such Subscription Services available to the Customer and for the contracted quantity at each Licensed Site in conformance with the applicable Documentation and the terms of this Agreement, and host such Subscription Services consistent with the service level agreement set forth at https://www.powerschool.com/Support-Policy-SLA_2024/; (b) for on-premise Subscription Services, grant Customer a restricted, personal, non-exclusive, non-transferable, terminable access to use such Subscription Service specified in the applicable Quote, only at the Licensed Sites, not to exceed the maximum quantity identified on the applicable Quote; and (c) provide the applicable standard Support Services (or upgraded Support Services if purchased). Customer must purchase separate Support Services for on-premise implementation of the Subscription Services.

2.2 Professional Services. If purchased, PowerSchool will provide the Professional Services specified in the applicable SOW, subject to Customer's payment of all applicable fees and to the terms of PowerSchool's Professional Services Policy set forth at https://www.powerschool.com/Professional-Services-Policy_2024/, which is incorporated herein by reference.

2.3 Restrictions. Subscription Service(s) will only be used as expressly authorized by this Agreement and in compliance with all applicable laws and regulations. All rights not expressly granted to Customer herein are expressly reserved by PowerSchool.

2.3.1 Customer will use the Services only for the internal purposes of Customer and only for Licensed Sites through the stated Subscription Term in the Quote. Customer shall not exceed the maximum quantity for the Subscription Services as stated in the Quote without additional payment.

2.3.2 Customer will not, and will not permit Users or third parties to: (a) make any of the Services, its results, outputs or deliverables available to anyone other than Customer or Users, or use them for the benefit of anyone other than Customer; (b) sell, resell, rent, lease, license, distribute, sublicense, or otherwise include any of the Services to a third party or in a service bureau or outsourcing offering; (c) make any use of the Services for which Customer has not paid; (d) store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (e) interfere with or disrupt the integrity or performance of any of the Services; or (f) remove or obscure any proprietary or other notices contained in any PowerSchool Services. Customer shall not use plugins that are not approved by PowerSchool.

2.3.3 Customer and its Users shall keep user identification and password information strictly confidential and not share such information with any unauthorized person and shall be responsible for any and all activities that occur under all Customer accounts. If unauthorized access to, or use of, the Services occurs, Customer shall promptly notify PowerSchool.

2.3.4 Customer shall be prohibited from performing penetration testing against PowerSchool-hosted Services, applications, data stores, or systems. Penetration tests, if not performed properly and under the supervision and coordination of the PowerSchool information security team, can have unintended consequences such as corrupting data, unauthorized access to data, and degradation of systems. PowerSchool allows vulnerability scanning from PowerSchool-approved vendors, such as the Cybersecurity & Infrastructure Security Agency (CISA).

2.3.5 PowerSchool may (or may ask Customer to) suspend or terminate any User's access to the Services upon notice to Customer if PowerSchool reasonably determines that such User has violated any of the terms of the Agreement.

2.4 Updates to Subscription Services. During the Term, PowerSchool may, at no cost to Customer, update or upgrade features, functionality, software, or user types that Customer and Users access pursuant to a Quote; provided that such updates will not materially degrade existing features and functionality. After giving Customer reasonable advance notice, PowerSchool may update and/or upgrade the Subscription Services provided to Customer so that it remains current with the then-current version of the PowerSchool Software available to PowerSchool's customers generally.

2.5 Sustaining Application Planning Program (SAP). PowerSchool reserves the right to discontinue a PowerSchool Software as part of its sustaining application planning program (SAP). PowerSchool shall provide Customer with twelve (12) months' advanced notice for PowerSchool's proprietary Software affected, and for affected Licensed Applications, as much notice as practical after PowerSchool receives notice from the applicable licensors. PowerSchool will use commercially reasonable efforts to transition Customer to a PowerSchool Software with substantial similar functions and features. If PowerSchool does not have a substantially similar PowerSchool Software, then PowerSchool will credit to Customer any unused portion of the prepaid fee for such PowerSchool Software that is discontinued. Such credit can be applied towards the future purchase of a Service

within twelve (12) months of issuance. Unused credits will expire after twelve (12) months of their issuance.

2.6 Background Checks. PowerSchool conducts thorough nation-wide and province-wide background checks, including criminal records, terrorist watch list, sex offender database and a multi-panel drug test on all employees. PowerSchool also requires its contractors, under its separate agreement, to conduct a background check of its employees before any assignment of services from PowerSchool to the Customer.

3. CUSTOMER DATA.

3.1 Rights in Customer Data. As between Customer and PowerSchool, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in this Section 3 (Customer Data). Customer is responsible for the accuracy and legality of any content provided to PowerSchool as Customer Data. PowerSchool will ensure that its use of the Customer Data always complies with this Agreement, PowerSchool's privacy statement, and all applicable laws, regulations, and conventions.

3.2 Consent to Use Customer Data. Customer hereby grants all such rights and permissions in or relating to Customer Data to PowerSchool, its subprocessors and the PowerSchool personnel as are necessary to provide, perform and deliver the Services. The Customer further agrees to establish a basis for the processing of Personal Data, including, where required by applicable laws and regulations, by obtaining the relevant informed and voluntary consent from any applicable data subject (in the case of when the data subject is a child or minor, then informed, voluntary, and verified consent from the relevant parent or guardian of the child or minor is required) for: (a) PowerSchool to process the data subject's information, in the form of Customer Data; and (b) the Customer to be allowed to transfer Personal Data to PowerSchool for processing, by sharing such Personal Data with its other approved data subprocessors. Except as provided in Section 5.4 (Compelled Disclosure), PowerSchool will not share the Customer Data with third parties without Customer's express consent. PowerSchool will not rent or sell Customer Data and will treat such data as Confidential Information. "

3.3 Data Privacy and Security. By executing the MSA or an Ordering Document or issuing a purchase order referencing an Ordering Document, each Party agrees to the terms of the specified PowerSchool statewide data privacy agreement set forth at https://www.powerschool.com/Customer-State-DPA_2024/ for the Customer's applicable state ("**PowerSchool State DPA**"). However, if the Parties, at the time of execution of this MSA or an Ordering Document, expressly agree in writing to supersede such PowerSchool State DPA with a separately negotiated data privacy agreement executed by and between the Parties ("**Negotiated DPA**"), such Negotiated DPA shall govern the Customer Data processed under this Agreement. Such Negotiated DPA, if existing, shall be executed and either submitted with the applicable Ordering Document or separately returned to PowerSchool as a stand-alone document. The Parties agree to comply with the PowerSchool State DPA or the Negotiated DPA, as applicable, and such applicable DPA shall supplement the terms of this Agreement.

3.4 Security Training. Customer agrees to require annual cyber security training for User(s) when reasonably applicable. Customer will also require User(s) to utilize multi-factor authentication to access computer systems with the Services when available within the applicable Service. Customer agrees to keep a record of such training and PowerSchool may request to see them as part of compliance verification.

4. PROPRIETARY RIGHTS

4.1 PowerSchool Services and Software. PowerSchool and its licensors solely and exclusively own all right, title, and interest, including all related Intellectual Property Rights, in and to the Services and PowerSchool Software. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Services or PowerSchool Software, or the Intellectual Property Rights owned or licensed by PowerSchool.

4.2 Transaction Data. Notwithstanding anything to the contrary, PowerSchool has the right to collect and use Transaction Data solely for internal research and to develop, improve, support, and operate its products and services during and after the Term.

4.3 De-Identified Data. Notwithstanding anything to the contrary, Customer hereby agrees and acknowledges that PowerSchool shall have the right to process, aggregate and analyze De-Identified Data relating to the provision, use and performance of various aspects of the Services and related systems and technologies, and PowerSchool will be free (during and after the Term) to: (i) use such De-identified Data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other PowerSchool products and services, and (ii) use De-identified Data for internal use only and for training and conducting demonstrations.

4.4 Feedback. If Customer or any User provides PowerSchool with any suggestions, comments,

enhancement requests, or other feedback relating to the PowerSchool Services or any other PowerSchool's products or services (collectively, "**Feedback**"), Customer grants to PowerSchool a worldwide, perpetual, irrevocable, royalty-free, and transferable license to use and incorporate into PowerSchool Services and PowerSchool Software such Feedback (excluding any Customer Confidential Information contained in the Feedback).

4.5 PowerSchool Trademarks. PowerSchool exclusively owns all of its Trademarks associated with the Services. No right or license is granted by this Agreement to their use.

4.6 No Use of Trademarks. Except as set forth below, neither Party nor its affiliates shall use the other Party's Trademarks in any form or substance in any medium or for any purpose without the other Party's prior written consent (which consent can be via e-mail if such e-mail is from an authorized representative of the consenting Party).

4.7 Marketing. Subject to Customer's trademark usage guidelines, Customer grants PowerSchool a non-exclusive, worldwide, royalty-free right to include Customer's Trademark and other related transactional information (including enrollment count, names of the Services ordered by Customer, etc., but excluding pricing) in any customer listing appearing on or in any PowerSchool websites, brochures, fliers, presentations, press releases, annual reports and any other marketing materials. Customer may withdraw or terminate the foregoing license at any time by providing PowerSchool with thirty (30) days' prior written notice of its intent to terminate. Such notice of withdrawal or termination must be sent via e-mail to champions@powerschool.com with a copy to legalnotices@powerschool.com, and the email subject line must state "Trademark Consent Withdrawal". After such thirty (30) day period, the foregoing license will terminate, and PowerSchool will remove Customer's Trademarks from its website and cease from creating any new marketing material containing the same. However, PowerSchool's right to continue to use any marketing materials produced, published, or disseminated prior to such termination will continue until the supply, publication, dissemination and/or use of such materials is exhausted or terminates.

5. CONFIDENTIALITY.

5.1 Confidential Information. Each Party (as may disclose or make available Confidential Information to the other Party. "**Confidential Information**" means non-public information disclosed by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including business and marketing plans, technology and technical information, product plans, roadmaps, and designs, and business processes. Confidential Information of Customer includes Customer Data; and Confidential Information of PowerSchool includes the Services, PowerSchool Software, and, subject to Section 5.4 (Public Records Act), the terms of this Agreement and each Ordering Document (including pricing). However, Confidential Information does not include any information that the Receiving Party can reasonably demonstrate by written or other documentary records: (i) is or becomes publicly known or available without breach of any obligation owed to the Disclosing Party; (ii) was known by the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party; or (iv) is independently developed by the Receiving Party without the aid, application or use of the Confidential Information. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the Parties in connection with the evaluation of additional PowerSchool services.

5.2 Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors, sub-processors and agents who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. The Receiving Party's obligations under Section 5 (Confidentiality) shall survive the termination or expiration of this Agreement and continue in effect thereafter for a period of five (5) years with respect to Confidential Information that does not qualify as a trade secret under applicable law, and, with respect to Confidential Information that qualifies as a trade secret under applicable law, in perpetuity after the termination or expiration of the Agreement.

5.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

5.4 Public Record Act. Notwithstanding anything herein to the contrary, PowerSchool acknowledges that, to the extent Customer is subject to public record acts or freedom of information acts, (a) PowerSchool will reasonably work with Customer to provide appropriate information in response to such requests, to the extent such requested information is not PowerSchool's proprietary information or otherwise exempted from disclosure; and (b) Customer shall provide PowerSchool a reasonable opportunity to object to any such request as permitted under applicable law.

6. FEES AND PAYMENT.

6.1 Fees. Customer agrees to pay PowerSchool for all fees charged for the Services consistent with the terms on the Quote and invoice. Unless Customer provides PowerSchool with evidence of its tax-exemption status, Customer will be responsible for paying all applicable sales, use, value-added, or other taxes or duties, however designated, except for taxes based on PowerSchool's net income. Customer agrees to pay for PowerSchool's pre-approved reasonable travel and lodging expenses for Professional Services performed at Customer's premises. All fees set forth in any Quote or invoice will be in the currency set forth in the applicable Quote.

6.2 Enrollment Increases. If fees for any of the Services are based on quantity or student count and Customer accesses such Services with more than the quantity identified in the applicable Quote, then Customer will pay the fees for the excess usage based on its then-current per individual and support fees. Any such increase in quantity will be maintained through the end of the then-current subscription period.

6.3 Payment. Unless otherwise set forth in the applicable Quote or invoice, Customer shall make all payments on or before the due date specified on the applicable invoice by the method specified on the invoice. PowerSchool may accept credit card payment; however, credit card payments shall subject Customer to a transaction fee and a $250,000 transaction limit. Subject to the "Payment Disputes" section below, if an invoiced amount is overdue by thirty (30) or more days, PowerSchool reserves the right to charge a late fee of 1.5% monthly (18% annually) or the maximum rate allowed by law, whichever is lower, on the amounts overdue.

6.4 Payment Disputes. If Customer reasonably and in good faith disputes all or any portion of any invoice, Customer shall notify PowerSchool in writing of its objection within twenty (20) days from the date of the applicable invoice, provide a detailed description of the reasons for the objection, and pay the portion of the invoice which is not in dispute. If Customer does not object in a timely manner within this time period, the amount invoiced shall be conclusively deemed correct by the Parties. If the Parties are unable to resolve such payment dispute within thirty (30) days from PowerSchool's receipt of Customer's written objection, each Party shall have the right to seek any remedies it may have under this Agreement, at law or in equity, irrespective of any terms that would limit remedies on account of a dispute. For clarity, any undisputed amounts must be paid in full.

6.5 No Deductions or Setoffs. Subject to Customer's right to dispute an invoice under Section 6.4 (Payment Dispute), all amounts payable to PowerSchool under this Agreement shall be paid by Customer to PowerSchool in full without any setoff, deduction, or withholding for any reason.

7. PRODUCT-SPECIFIC AND PASS-THROUGH TERMS.

7.1 Licensed Applications. If the Services include Licensed Applications, provision of such Licensed Applications may be subject to additional license terms identified at https://www.powerschool.com/Product-Specific-Terms_2024/, which terms are incorporated herein by reference and are required by PowerSchool's licensors to pass through to Customer without any modification. Such licensors audit PowerSchool to ensure compliance with this requirement.,

7.2 Third-Party Software. Third-Party Software is licensed directly to the Customer pursuant to separate license terms between Customer and a third-party supplier. All support, warranties, and services related to Third-Party Software are provided by the supplier of the Third-Party Software under such third party's terms and conditions, and not by PowerSchool. PowerSchool will have no obligations or liability regarding any Third-Party Software.

7.3 Product-Specific Terms. Certain Services may be subject to additional product-specific terms identified at https://www.powerschool.com/Product-Specific-Terms_2024/, which are incorporated herein by reference.

8. LIMITED WARRANTY.

PowerSchool warrants that the PowerSchool Software included in the Services will operate in substantial conformity with the applicable Documentation under normal use and circumstances. If Customer notifies PowerSchool in writing of a breach of this warranty, PowerSchool will, at its option, either: (a) use commercially reasonable efforts to correct the reported non-conformity, at no charge to Customer, or (b) if PowerSchool determines such remedy to be impracticable, issue Customer a credit of a portion of the fees pre-paid by Customer for the nonconforming Subscription Service that fairly reflects (at PowerSchool's reasonable determination) the diminished value of the non-conforming Subscription Service. The foregoing constitutes Customer's sole and exclusive remedy for any breach of this limited warranty. This warranty will not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which Customer first noticed the non-conformity, or (ii) if the non-conformity was caused by misuse, unauthorized modifications, or third-party hardware, software, or services.

9. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8 (WARRANTIES), THE SERVICES, POWERSCHOOL SOFTWARE AND THIRD-PARTY SOFTWARE ARE PROVIDED "AS IS", AND POWERSCHOOL AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ALSO ANY WARRANTIES THAT THE SERVICES WILL BE UNITERRUPTED OR ERROR-FREE. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. THE ABOVE DISCLAIMER APPLY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

10. INDEMNIFICATION.

10.1 PowerSchool Indemnity. PowerSchool will defend Customer and its board members, officers, staff, employees and representatives ("**Customer Indemnitees**") from and against any claim, demand, suit or proceeding brought by a third party against Customer Indemnitee (a "**Claim Against Customer**"): (i) alleging any Service, when used as authorized under this Agreement, infringes or misappropriates a third party's Intellectual Property Rights; (ii) to the extent arising from the Services being provided in an unlawful manner or in violation of the Agreement or regulations; (iii) alleging a confirmed data breach (as defined by the applicable state law) to the extent attributable to PowerSchool resulting from PowerSchool's violation of the data security provisions expressly set forth in this Agreement or the DPA executed between the Parties; or (iv) to the extent arising out of death, personal injury or damage to tangible property to the extent caused by PowerSchool personnel or subcontractors in their performance of the Services. PowerSchool will indemnify and hold Customer harmless from any damages, attorney fees, and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by PowerSchool in writing of, a Claim Against Customer.

10.1.1 Mitigation. If Customer's use of the Services is enjoined or, in PowerSchool's reasonable opinion, is likely to be enjoined, PowerSchool may (i) substitute for the Services, a substantially and functionally similar product(s) and documentation; (ii) procure for Customer the right to continue using the Services; or if (i) or (ii) is not possible after reasonable commercial efforts from PowerSchool, then PowerSchool may terminate this Agreement and credit a pro-rated return of unused portion of the fees prepaid by Customer for the applicable Services.

10.1.2 Exclusions. The above defense and indemnification obligations do not apply to the extent the Claim Against Customer arises from: (i) modifications to the Services by any party other than PowerSchool or its subcontractor; (ii) the combination of the Services with software, hardware, data, products or processes not provided by PowerSchool, if the Services or use thereof would not infringe without such combination; (iii) Customer's breach of this Agreement or violation of applicable law; or (iv) Customer Data, or any deliverables or components not provided by PowerSchool or its subcontractor.

10.2 Indemnification by Customer. To the extent permitted under applicable law, Customer will defend PowerSchool and its affiliates and each of their respective directors, officers, employees, representatives and agents (collectively, "**PowerSchool Indemnitees**") from and against any claim, demand, suit or proceeding brought by a third party against a PowerSchool Indemnitee (a "**Claim Against PowerSchool**") to the extent arising out of: (a) any Customer Data or use of Customer Data with the Services; (b) any information or content (other than PowerSchool-provided content) transmitted or submitted by Customer or its Users through the Services or shared with any third party; or (c) Customer's use of the Services or content therein in an unlawful manner or in violation of the Agreement. Customer will indemnify and hold PowerSchool harmless from any damages, attorney fees, and costs finally awarded against PowerSchool as a result of, or for amounts paid by PowerSchool under a

settlement approved by Customer in writing of, a Claim Against PowerSchool. The above defense and indemnification obligations do not apply if a Claim Against PowerSchool arises from PowerSchool's breach of the Agreement or violation of applicable law.

10.3 Procedure. The indemnifying Party's obligations are expressly conditioned upon the following: (a) the indemnified Party will promptly notify the indemnifying Party in writing of any Claim Against Customer or Claim against PowerSchool, as applicable (the "**Claim**"); (b) the indemnifying Party will have sole control of the defense and settlement of the Claim; (c) the indemnified Party gives all reasonable assistance, at the indemnifying Party's expense, to facilitate the settlement or defense of the Claim; and (d) the indemnifying Party will not settle any claim or suit in a manner that results in an admission of liability by the indemnified Party, without the indemnified Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

10.4 Sole and Exclusive Remedy. THIS "INDEMNIFICATION" SECTION STATES THE INDEMNIFYING PARTY'S SOLE LIABILITY TO, AND THE INDEMNIFIED PARTY'S EXCLUSIVE REMEDY AGAINST, THE OTHER PARTY FOR ANY THIRD-PARTY CLAIM DESCRIBED IN THIS SECTION.

11. LIMITATION OF LIABILITY.

11.1 EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR FUNDING, REVENUES, GOODWILL, OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, AND EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11.2 CAP ON MONETARY LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT AS STATED HEREIN, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THE EXCLUDED CLAIMS EXCEED TWO TIMES (2X) THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

11.3 EXCEPTIONS. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY ARISING OUT OF A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD.

12. INSURANCE. Each Party will maintain, at its own expense during the Term, insurance appropriate to its obligations under this Agreement, including as applicable general commercial liability, errors and omissions, employer liability, cyber liability, automobile liability, and worker's compensation insurance as required by applicable law**.** PowerSchool's current certificate of insurance ("**COI**") is found at https://www.powerschool.com/Certificate of Insurance_2024/, which will be updated annually and not subject to any modifications by Customer. Upon Customer's request, PowerSchool agrees to include Customer as a certificate holder (but not as additional insured) on such COI. PowerSchool will provide notice and an updated COI to Customer in the event of a cancellation or other material change to the insurance coverage described in such COI. The obligation for PowerSchool to maintain insurance coverage as set forth herein shall in no way impact the terms of the "Limitation of Liability" Section.

13. TERM AND TERMINATION

13.1 Agreement Term. This Agreement commences on the Effective Date and continues until all the Services hereunder have expired or terminated pursuant to the terms of this Agreement (the "**Term**").

13.2 Subscription Term. The subscription term of each Subscription Service (the "**Subscription Term**") will be as specified in the applicable Quote. The start date of the Subscription Term shall be the later of (i) the start date specified on the Quote, or (ii) the date last signed on the Quote (or if the Quote is not signed, then the date

of the Customer purchase order received by PowerSchool referencing the applicable Quote number). Except as otherwise specified in the applicable Quote, Subscription Services will automatically renew for successive twelve (12) month periods, unless either Party gives the other Party written notice (email acceptable) at least sixty (60) days before the end date specified on the applicable Quote. Customer shall send any notice of non-renewal to nonrenewal@powerschool.com. Except as otherwise specified in the applicable Quote, renewal of Subscription Services will be subject to an uplift, and renewal of promotional or one-time priced subscriptions or licenses will be at PowerSchool's applicable list price in effect at the time of the applicable renewal.

13.3 Suspension. If Customer's account is thirty (30) days or more overdue for any PowerSchool product or service (except with respect to charges then under reasonable and good faith dispute), PowerSchool reserves the right, in addition to any of its other rights or remedies, to suspend any of Customer's Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit and whose payment has been declined, PowerSchool has given Customer at least ten (10) business days' prior notice that its account is overdue in accordance with the "Notices" section below. In addition, PowerSchool will have the right to suspend provision of the Services under this Agreement if: (a) Customer or User accessed or used the Services beyond the scope of the rights granted or for purpose not authorized under this Agreement; (b) Customer or any User is or has been involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the Services; or (c) Customer is notified that an objective security threat arises so great as to warrant immediate action by PowerSchool to protect the security of Customer Data and the PowerSchool systems, including if the Subscription Services are experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of PowerSchool's control.

13.4 Termination for Breach. A Party may terminate this Agreement for cause (i) upon 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such 30-day period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

13.5 Termination for Non-Appropriation for Governmental Entities Only. The Parties acknowledge and agree that if Customer is a governmental entity that is bound to statutory provisions that prevent it from committing to the payment of funds beyond its fiscal year, and if funds are not allocated for the Services specified on a Quote following the commencement of any succeeding fiscal year during which the Quote may continue, then Customer may terminate the Quote without liability for any termination charges or penalties at the end of its last fiscal period or the Subscription Term for which funds were appropriated, subject to Customer's providing the required notice herein. Customer will pay all charges incurred through the end of the last fiscal period or Subscription Term for which funds were appropriated. Customer will give PowerSchool written notice that funds have not been appropriated and that Customer wants to terminate the Agreement: (a) immediately after Customer receives notice of such non-appropriation; and (b) at least thirty (30) days prior to the end of the applicable fiscal period or Subscription Term. Customer will not utilize this clause as a right to terminate any Quote or this Agreement for convenience. PowerSchool reserves the right to request, and Customer shall provide, documentation deemed reasonably sufficient by PowerSchool evidencing such non-appropriation of funds.

13.6 Mutual Termination. The Parties may terminate this Agreement by mutual written agreement.

13.7 No Other Termination Right. Except as expressly set forth in this Agreement, neither Party has a right to terminate this Agreement or any Quote prior to its expiration.

13.8 Effect of Termination. In the event of any termination of all or any portion of this Agreement, Customer will not be relieved of any obligation to pay any sums of money that have accrued prior to the date of termination. In addition, the provisions of Sections 1 (Definitions), 4 (Proprietary Rights), 6 (Fees and Payment), 7 (Product-Specific and Pass-Through Terms), 9 (Disclaimer of Warranties), 10 (Indemnification), 11 (Limitation of Liability), 13.8 (Effect of Termination), and 14 (General Provisions) will survive termination or expiration of this Agreement. The protection of Customer Data as stated in the applicable DPA will survive any termination or expiration of this Agreement for so long as PowerSchool retains possession of Customer Data. Once the Customer Data has been made available to return to Customer and is permanently deleted, the executed DPA associated with this Agreement will automatically expire.

13.9 Return or Disposal of Customer Data. Upon termination or expiration of the Agreement, PowerSchool shall return to Customer or delete the Customer Data in its possession, custody or control in accordance with the terms of the DPA, unless otherwise required by applicable law.

14. GENERAL PROVISIONS

14.1 Governing Law. This Agreement will be governed by the laws of the country, territory, province, or

state in which Customer resides or has its principal place of business, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act.

14.2 Venue. The state, provincial, and federal courts located the country, territory, province, state, or county in which Customer resides or has its principal place of business will have exclusive jurisdiction and venue over any dispute relating to this Agreement, and each Party consents to the exclusive jurisdiction of those courts.

14.3 Amendment. This Agreement may only be amended or modified by a writing specifically referencing the particular section(s) of this Agreement to be modified and signed by authorized representatives of the Parties.

14.4 Force Majeure. Neither Party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees owed) if the delay or failure results from any cause beyond such Party's reasonable control, including acts of God or of a public enemy, acts of terrorism, war, United States or foreign governmental acts or restrictions in either a sovereign or contractual capacity, labor strikes, fire, power outages, road icing or inclement conditions, flood, epidemic or pandemic as designated by the World Health Organization, earthquakes, or tsunamis.

14.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

14.6 No Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

14.7 Notices. All notices under this Agreement must be in writing and delivered and will be deemed to have been received by the addressee: (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch; (iii) if given by registered or certified mail, postage prepaid and return receipt requested (or the equivalent delivery method in an international jurisdiction), the second business day after such notice is deposited in the mail; or (iv) if given by email, immediately upon confirmed receipt. Notices delivered personally are deemed given upon documented receipt or refusal by recipient to accept receipt. In the case of notices to PowerSchool, such notices must be sent to:

PowerSchool Group LLC,
Attn: Chief Legal Officer
150 Parkshore Drive,
Folsom, CA 95630
legalnotices@powerschool.com

In the case of notices to Customer, such notices will be sent to PowerSchool's address of record for Customer. Either Party may change its notice address by notifying the other Party in like manner.

14.8 Assignment. Neither PowerSchool nor Customer shall assign or transfer this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that PowerSchool may assign its rights and obligations under this Agreement without the consent of the Customer in the event PowerSchool hereafter effects a corporate reorganization, consolidates with, or merges into, any entity or transfers all or substantially all of its properties or assets to any entity. This Agreement will inure to the benefit of and be binding upon the Parties, their respective successors and permitted assigns.

14.9 No Reliance. Each Party acknowledges that it has not made any promise or representation that is not expressed in this Agreement; and that it has not been induced into entering this Agreement by any representation about the nature and extent of its existing or potential claims or damages made by the other Party or by the other Party's attorney, representative, or agent.

14.10 Export Compliance. Customer shall not use the Services for any reason if Customer or any User is subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority. Customer shall not use the Services to export or re-export any information or technology to any country, individual, or entity to which such export or re-export is restricted or prohibited.

14.11 Anti-Corruption. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

14.12 Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture,

agency, fiduciary or employment relationship between the Parties.

14.13 Entire Agreement; Order of Precedence. This Agreement and/or exhibits referenced herein, and any addendums and amendments, constitute the complete and entire agreement between the Parties with respect to its subject matter, and supersedes all prior, written or oral, discussions, understandings, arrangements, proposals, responses to proposals, and negotiations with respect to the same. The Parties acknowledge and understand that the disclaimers and limitations of liability set forth in this Agreement form an essential basis of the agreement between the Parties. The Parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes and SOWs) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable executed Quote, (2) the body of this Agreement; and (3) any referenced and applicable exhibit, schedule, addendum, or amendment to this Agreement. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

14.14 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

14.15 Counterparts. This Agreement may be executed electronically and in counterparts.

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Review and approval of contractual agreement with PowerSchool Group LLC regarding purchase of Allovue budgeting and staffing software

Cost to Knox County Schools

Up to $250,000

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-18658 **4.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026
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 Consulting Agreement with Jessica Swanson Consulting, LLC for the provision of technical assistance on best practices in the systems and structures of Knox County Schools' Federal Programs Department and the allocation of resources to schools at a cost of $22,500.00. *(Schools)*

Attachments

Agreement

Fiscal Note

JESSICA
Swanson

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is entered into on _____ ("Effective Date") by and between **Jessica Swanson Consulting, LLC** ("Consultant"), a Virginia company with its principal office located at of 3154 Patrick Henry Dr, Falls Church, VA 22044, and the **Knox County and Knox County Schools**, a Tennessee school district located at 400 W. Summit Hill Drive
Knoxville, TN 37902 ("~~Client~~ County") (collectively, "Parties").

ARTICLE 1. SCOPE OF WORK

Consultant shall perform the services requested by Client ("Services"), pursuant to the terms and conditions contained in the attached Statement of Work ("SOW"). If any term in the SOW appears to conflict with or contradict this Agreement, the SOW shall control.

ARTICLE 2. COMPENSATION.

The fees for the Services will be incurred as stated in the SOW.

Upon issuance of a fully executed Purchase Order, the Consultant may commence services.

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Upon completion of the services, the Consultant shall submit a properly documented invoice to the Department for the fixed fee amount of $22,500.00.

The County requires a minimum of thirty (30) days from receipt of a properly submitted invoice to process payment. If payment has not been received within thirty (30) days, the Consultant shall contact the using Department regarding the status of the invoice.

The County shall not be liable for, nor shall it pay, any late payment fees, penalties, interest charges, or similar costs. Any provision requiring the payment of late fees, penalties, interest, or similar charges shall be deemed void and unenforceable.

Consultant shall invoice Client for the consulting fees and expenses immediately after the Services are rendered. Client's payment of Consultant invoices shall be due upon receipt ~~and overdue 30 days after the invoice date~~. Client is welcome to dispute any invoice, but it must notify Consultant of such dispute within 5 days of receiving the invoice, otherwise the dispute shall be considered waived and the invoice amount owed.

Notwithstanding any provision herein to the contrary, Consultant may stop work at any time if Client is more than 15 days past due on payment until such time as Client brings the account up to date.

ARTICLE 3. TERM AND TERMINATION.

This Agreement shall commence upon the date it is signed by both Parties and shall continue until terminated by either Party with thirty (30) days written notice to the other Party or the completion of all SOWs, whichever occurs first. Client shall owe Consultant compensation for all work completed up to the date of termination.

ARTICLE 4. RELATIONSHIP OF THE PARTIES.

Consultant shall perform all Services under this Agreement as an independent contractor and not as an employee, agent, partner or joint venture of Client for any purpose. Nothing in this Agreement shall be deemed to create an employment or agency relationship or a partnership or joint venture among the parties hereto.

ARTICLE 5. WARRANTIES AND REPESENTATIONS.

Consultant warrants and represents that it will perform Services hereunder in a professional and workmanlike manner. Any and all other warranties, whether express or implied, are expressly hereby disclaimed. The parties agree that Consultant's liability under this Agreement shall not exceed the amount charged for the Services performed under this Agreement.

ARTICLE 6. CONFIDENTIALITY.

The Parties agree that they will treat any Confidential Information of the other Party as confidential, will not disclose the Confidential Information to anyone without the prior written consent of the other Party, and will not use the Confidential Information for any purpose other than in connection with this Agreement. For purposes of this Agreement, "Confidential Information" means any information which, given the nature of the information and/or the circumstances of disclosure, the receiving Party has reason to know the disclosing Party considers confidential, in whatever form that it is disclosed by or on behalf of one Party to the other Party, whether or not marked as confidential. Confidential Information includes, without limitation, such information relating to names and expertise of either Party, know-how, formulas, processes, ideas, inventions (whether patentable or not) schematics and other technical, business, financial, customer and product development plans, and information received from others that the disclosing Party is obliged to treat as confidential.

The parties acknowledge that there are exceptions to the Tennessee Public Records Act, such as trade secrets and proprietary commercial data, but the Client is subject to the TPRA for information that does not fall within an exception.

ARTICLE 7. INTELLECTUAL PROPERTY.

Each Party acknowledges and agrees that the other Party owns all rights to its pre-existing processes, procedures, methodologies, trainings, manuals, social media, templates, software, systems and programs. Consultant shall seek Client's permission to identify Client for marketing or proposal purposes for business development with future clients. Each Party is the sole owner of all right, title, and interest to their respective logo, trademarks, trade names, and copyrighted information. The Parties hereby grant each other a limited, revocable, non-exclusive license to use the name, acronym, and logo solely in connection with the obligations set forth herein. If desired, a Party may revoke this license at the termination of this Agreement, and request all uses of its intellectual property be removed.

ARTICLE 8. INSURANCE.

~~Each Party shall at its own expense carry all the necessary and appropriate insurance that a prudent businessperson would acquire in like circumstances including general liability or errors and omissions insurance, as deemed appropriate by the Party. Each Party shall maintain such insurance throughout the Term of this Agreement.~~

Consultant 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. The Consultant shall maintain a minimum of $1,000,000 in Professional Liability Insurance and $1,000,000 in General Liability Insurance. It shall be the Consultant'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)

~~ARTICLE 9. INDEMNIFICATION.~~

~~Client shall fully defend, indemnify and hold harmless Consultant and any affiliated organizations or any related personnel, such as Consultant's owners, employees, third Party contractors (collectively, "Indemnified Parties") against any and all claims, actions, losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees and expenses) arising out of the actions of the Client, its employees or agents or breach of any warranty, representation or other provision of this Agreement by Client.~~

Consultant 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 breach of the Contract by Consultant, its subcontractors, suppliers, agents, or employees or due to any negligent act, occurrence, omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

ARTICLE 10. GENERAL PROVISIONS.

A. Severability: If one or more provisions of this Agreement are held to be unenforceable under applicable law, part of such provisions or such provisions in their entirety, to the extent necessary, shall be severed from this Agreement and the balance of this Agreement shall remain enforceable according to its terms.

~~B. Governing Law/Venue: This Agreement and any action arising under or related hereto will be governed and interpreted by and under the laws of the Commonwealth of Virginia, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Client hereby expressly consents to the personal jurisdiction and venue in the state and federal courts for Fairfax County, VA. The substantially prevailing Party in any litigation arising out of or related to this Agreement shall be entitled to seek from the Court its reasonable attorney fees and costs incurred in prosecuting or defending its case.~~

Governing Law and Venue: The law of the State of Tennessee shall govern this Contract/Agreement. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

C. Waiver: The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

D. Notice: Any notice required to be provided in this Agreement shall be via mail or e-mail to the last known e-mail or principal office address of the Party.

E. Entire Agreement: This Agreement represents the entire and sole agreement between the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations or consulting agreements whether written or oral. This Agreement cannot be modified, changed or amended, except for in writing signed by the parties.

F. Assignment and Delegation: Neither Party shall assign or delegate this Agreement or any rights, duties or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives and assignees of the Parties hereto.

G. Consultant agrees to comply with Tennessee Code Annotated Section 49-5-413. As required under the statute, Consultant 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 Consultant. 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. Consultant 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, Consultant 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. Consultant must submit the completed Iran Divestment Act/ No Boycott of Israel.

I. **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. No provision of this Agreement shall act or be deemed to be a waiver by Knox County or Knox County Schools of any immunity or of any provision of the Tennessee Governmental Tort Liability Act. Tennessee Code Annotated 29-20-101 et seq. Any liability to the Contractor or third parties for any claims, damages, losses, or costs arising out of, or related to acts performed by the Knox County/Knox County Schools under this Agreement will be governed and limited by the provisions of the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated 29-20-101 et seq.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Knox County Schools	**Jessica Swanson Consulting, LLC**
By: _____	By: _____
(Signature) _____	Jessica Swanson Consulting, Founder & CEO
Date: _____	Date: _____

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- Printed Name**

Date:_____

KNOX COUNTY GOVERNMENT

_____ **GLENN JACOBS**

MAYOR – Signature **MAYOR**

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE
CONTRACT NO. 26-404
APPROVED AS TO LEGAL FORM

_____ _____

LAW DIRECTOR – Signature **LAW DIRECTOR – Printed Name**

Date: 6/18/2026

VENDOR

_____ _____

AUTHORIZED SIGNATURE **VENDOR – Printed Name**

JESSICA SWANSON CONSULTING, LLC
COMPANY NAME

Date:_____

First Statement of Work

This First Statement of Work ("SOW") is made as of _____, **2026** ("Effective Date") by and between Consultant and Client and is incorporated into and subject to the terms of the Agreement entered by the Parties on _____, **2026**. The terms used herein shall have the meanings set forth in the Agreement.

1. **Description of Services**. Company shall provide the following Services to Client ("Services"):

   - Federal Grants Organizational Capacity Assessment for ESEA and IDEA, Part B grants
   - Prioritized Triage Memo
   - Title I Director Onboarding Roadmap

2. **Dates for Services**: Services shall all be provided by October 2026.

3. ~~**Fee.** Client shall pay Consultant a total of $22,500 to perform the Services set forth in this Agreement, payable when invoiced.~~

Upon issuance of a fully executed Purchase Order, the Consultant may commence services.
Upon completion of the services, the Consultant shall submit a properly documented invoice to the Department for the fixed fee amount of $22,500.00.
The County requires a minimum of thirty (30) days from receipt of a properly submitted invoice to process payment. If payment has not been received within thirty (30) days, the Consultant shall contact the using Department regarding the status of the invoice.
The County shall not be liable for, nor shall it pay, any late payment fees, penalties, interest charges, or similar costs. Any provision requiring the payment of late fees, penalties, interest, or similar charges shall be deemed void and unenforceable.

.

By the signing the Agreement above, Client acknowledges that it has read and fully understands this SOW and agrees with and accepts all the terms and conditions contained herein.

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 }
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL

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: _____

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Approval of a contract with Jessica Swanson Consulting, LLC, to provide technical assistance on best practices in the systems and structures of the federal program's personnel and in the allocation of resources to schools.

Cost to Knox County Schools

$22,500

Description and Type of Funding Source

Federal Grant Funds

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

RLA-18659 **5.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
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 the administration of the PreACT for 8th, 9th, and 10th grade students during the 2026-2027 school year at a cost of $17.50 per student.
(Schools)

Attachments

Terms & Conditions

Fiscal Note

ACT

Company Address	500 ACT Drive Iowa City, IA 52243 US	Created Date	5/27/2026
		Expiration Date	12/31/2026
		Quote Number	00005868
Prepared By	Chris Lefevre	Account Name	KNOX COUNTY SCHOOLS
Phone	319.512.8922		
Email	chris.lefevre@act.org		

Product	Line Item Description	List Price	Quantity	Sales Price	Total Price
PREACT 8/9 ONLINE SCORING	FY27 Approved Discount	$19.00	4,400.00	$17.50	$77,000.00
PREACT ONLINE SCORING	FY27 Approved Discount	$19.00	4,400.00	$17.50	$77,000.00

Subtotal	$154,000.00
Grand Total	$154,000.00

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 must be received by ACT before tax-exempt status will be applied to this order. If you have questions, please contact tax@act.org

ACT®

Multi-Product 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, together with all incorporated exhibits including an enrollment form, are a binding legal agreement (the "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, and 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. Fees for PreACT Assessments. Customer agrees to pay ACT the amounts for PreACT 8/9, PreACT, PreACT 9 Secure, and/or PreACT Secure as set forth in the Enrollment Form and ACT's website at https://site.act.org/preact-assessments-enrollment 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.

3. Fees for AOP. Customer will be charged a fee per seat license for ACT Online Prep ("AOP") as selected in the Enrollment Form. Customer will be invoiced in advance for each AOP seat license purchased. Unless otherwise selected by Customer, all seat licenses for AOP will be activated within approximately two business days of execution of this Agreement and will extend for one year from activation. Customer shall not be entitled to any refund for unused licenses or licenses used for less than one year.

4. Fees for ACT® WorkKeys® Curriculum. Customer will be charged a per site license fee for each site(s) enrolled as a participant pursuant to the Enrollment Form. Customer will be invoiced in advance for each ACT WorkKeys Curriculum site license purchased. Unless otherwise selected by Customer, all site licenses

will be activated within approximately two business days of execution of this Agreement and will extend for one year. Customer shall not be entitled to any refund for unused licenses or licenses used for less than one year.

5. Fees for AOP and ACT WorkKeys Curriculum SSO. Customer will be charged an annual fee for AOP and/or ACT WorkKeys Curriculum Single Sign On (SSO) functionality as selected in the Enrollment Form. A separate fee is required to enable SSO functionality for each product and for each site. Customer will be invoiced in advance for each product and Customer site indicated on the Enrollment Form. Customer shall not be entitled to any refund in the event any site does not complete implementation of SSO functionality for any reason not caused by ACT or ACT's vendor.

6. Payment and Invoicing. 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 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.

7. 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 or its licensors 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, or (g) modify, reverse engineer, decompile, or disassemble any ACT online system. 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/or 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.

8. 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 personal and noncommercial use, (b) administer the Assessments, Products, and/or Services to users authorized by Customer, and (c) use to the 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.

9. Assessment 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) defined and described by ACT. Customer agrees that all used and unused ACT Materials (and copies, if any) will be returned to ACT as applicable and 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.

10. AOP and ACT WorkKeys Curriculum Customer Responsibilities. Customers ordering AOP and/or ACT WorkKeys Curriculum shall (a) appoint an administrator who will have authority to distribute access information, and to set up user accounts, (b) assure proper machine configuration, a compatible Internet browser, and Internet access, in each case, as applicable, (c) ensure that only users authorized by Customer are given access information to access the Products and Services; (d) ensure that access to the Products and Services is terminated when an authorized user ceases to be affiliated with Customer; (e) use the Products and Services in conformance with any related manuals and materials as published and updated by ACT from time to time, (f) control the use of the Products and Services, and assure that only users authorized by Customer are provided access, (g) comply with all other terms and conditions of this Agreement, including, but not limited to, paying, when due, all fees owed, and (h) assume full responsibility for the selection of the Products and Services to achieve any Customer purpose.

11. 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, 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 secure assessments after administration 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, open record, or similar 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.

12. 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

13. 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, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government End Users acquire Assessments, Products, and Services with only those rights set forth herein.

14. Updates and Modifications. To maintain and improve 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 the 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.

15. 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.

16. 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, examinee, or user 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.

17. 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.

18. Restrictions. Except as expressly permitted herein or under applicable ACT policies and/or procedures, Customer may not (a) use the ACT Materials for any other purpose; (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 the ACT Materials; (d) copy, or allow anyone else to copy, in whole or in part, the ACT Materials; (e) modify, reverse engineer, decompile, or disassemble the Assessments, Products, and/or Services, including the ACT Materials; (f) store the ACT Materials at any location other than a Customer-controlled location; or (g) retain excess paper test booklets after administration of a secure assessment.

19. 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. Assessment examinees may activate an online account and select their data privacy preferences in such account. ACT will honor the data sharing and privacy requests of such examinee/student.

20. 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.

21. 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.

22. 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 places an order for Assessments and 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. No proration of fees or refunds will be provided in the event of early 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. Entire Agreement. This Agreement, including Customer's Enrollment Form, and 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 as between ACT and Customer. 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. No waiver, consent, modification, or amendment to this Agreement shall be binding unless in writing and signed by both parties.

29. 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; (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; or (c) email, in which case such notice shall be deemed to have been received upon confirmation of such receipt. 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, Contract.Services@act.org. All notices to Customer shall be sent to the address provided in the first paragraph of the Agreement and/or email address of the Customer.

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 9th day of July, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-412

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

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

8,800 online PreACT tests @$17.50 each = $154,000.00

Description and Type of Funding Source

Budgeted item for the 2026-2027 academic year.

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

RLA-18660 **6.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
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 Professional Services Agreement with Teach for America for the Ignite Tutoring Program at Amherst, Bonny Kate, Dogwood, New Hopewell, Lonsdale, and Norwood Elementary Schools and Vine Middle School at a cost of $25,000.00 for the term of July 1, 2026 through June 30, 2027, which may be extended for four (4) additional years.
(Schools)

Attachments

Agreement
Fiscal Note

TEACH FOR AMERICA EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT for IGNITE TUTORING PROGRAM

This educational professional services agreement ("Agreement") is dated July 1, 2026, and is entered into between TEACH FOR AMERICA, INC., a non-profit with a regional office located at 615 Main Street, Nashville, TN 37206, 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 A incorporated herein). Background checks shall comply with T.C.A. §49-5-413.

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 and post-session AI-enabled insights 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 from such records (collectively, "Student Records") for the educational and programmatic purposes described in this Agreement. The Parties intend that Teach For America will function as a school official or institutional service provider with a legitimate educational interest in the Student Records disclosed for those purposes. Teach For America will use Student Records only for the purposes authorized in this Agreement and applicable law.

The Parties have executed the attached Addendum A (Data Sharing Agreement), that governs the collection, access, use, disclosure, retention, destruction, and protection of Student Records and other Partner Data covered by that addendum, and will control to the extent of any inconsistency with this Section II.

A. 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 annual fee of $25,000 for the 2026-2027, 2027-2028, 2028,2029, 2029-2030, 2030-2031 academic years.

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. Terms of this Contract. This Contract commences on the 1st day of July 2026 and ends upon the 30th day of June 2027 unless terminated in writing by either party. Upon the mutual agreement of the vendor and the district, 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.

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. 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 TNGTLA at T.C.A. §29-20-101 et seq. and does not waive any provision thereof.

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

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

J. 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.

K. 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.

L. 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: 912 South Gay Street, Knoxville, TN 37902
Email: christine.pope@knoxschools.org

TEACH FOR AMERICA - IGNITE

Name: Adrian Trejo
Title: Senior Managing Director
Address: 123 E 7th St, Chattanooga, Tennessee, 37402
Email: adrian.trejo@teachforamerica.org

With an electronic copy to:

Name: TFA Legal Affairs
Email: LegalAffairs@teachforamerica.org
**Send only notices related to breach of contract and indemnity.*

M. 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

Signed By: _____

Name: _____

Address: _____

_____

Teach For America, Inc.

Signed By: _____

Name: _____

Title: _____

Address: _____

_____

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of July, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-413

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 6/25/2026

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 between May 1, 2026, 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, or artificial intelligence-enabled tools, that collect, receive, access, analyze, generate or otherwise utilize FERPA-protected data, via submitting written requests, 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. This form of request does not entail nor require a written contract amendment. All such additional use of data, tools or systems that utilize FERPA-protected data must be approved by Partner in writing. If Partner agrees to provide such data, to an additional use of FERPA-protected data, or tools, all terms of this agreement apply to the additional data, use of data or use of 3rd party tools or systems. 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. For the avoidance of doubt, this request and notification does not apply to the use of Aggregate Partner Data.

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. Aggregate Partner Data; Additional Uses.

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. Teach For America shall require that Partner Data, Student Records, Pencil Spaces Data, and any associated outputs not be used to train, fine-tune, or improve any artificial intelligence model except as necessary to provide the expressly authorized services under this Agreement.

v. 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.

a. 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.

APPENDIX B:

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-Chattanoga will utilize Ignite Student Survey data, including but not limited to:

1. 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.
2. 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 and AI-enabled insights for Fellows. 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 AI-enabled insights for Fellows functionality processes student-related tutoring session data to generate post-session coaching summaries, talk-time insights, engagement observations and tutoring improvement suggestions for authorized users. The AI-enabled insights feature is only to be used for fellow coaching, development, tutoring administration, and program improvement. Partner Data is not used for vendor AI training or unrelated product development. The following student data will be collected and stored through the Pencil Spaces software:

B. Local student ID
C. Student name (for attendance purposes)
D. Student email address (for log-in purposes)
E. Student grade (rostering purposes)
F. Student messages sent & received
G. Tutoring session attendance
H. Video and audio recordings of sessions including students
I. Only transcriptions of lesson are used for AI-enabled insights feature
    a. There is no use of facial or environmental video data, no raw audio or video
    c. The only "visual" input the system may reference is the shared board content itself
    c. Data is not stored by the model and is not used for training in any way

a. 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 continue tutoring with 3 elementary schools in the South-Doyle Middle School feeder pattern and include New Hopewell, Bonny Kate, and Dogwood Elementary Schools. It would grow to 2 elementary schools in the Northwest Middle School feeder pattern (Norwood and Amherst Elementary Schools), and move into 1 elementary school (Lonsdale) and Vine Middle School with 6th grade. Tutoring would occur during the core extension block of the school day for 5th grade students (in the elementary schools) and 6th grade (in middle school) 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 tutoring sessions. Knox County Schools will contribute $25,000, with remaining funds coming from TFA contributions.

Cost to Knox County Schools

$25,000

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-18661 **7.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
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 K12 Terms of Service Agreement with Scoir, Inc. for a subscription to a career readiness software platform for career exploration, discovery, and guidance management at all KCS middle schools and the KCS Virtual School at a cost of $31,677.60 for July 1, 2026 through June 30, 2027.
(Schools)

Attachments

Agreement
Fiscal Note

SCOIR

1887 Whitney Mesa Drive #1138, Henderson, NV 89014-2069

ORDER FORM

Knox County Public Schools
912 South Gay Street
Knoxville, TN 37901
United States of America

Jessie Thomas
Lead Middle School Counselor
jessie.thomas2@knoxschools.org

Prepared By
Dominique Jones

dominique@scoir.com

Reference Information
Order No.: 20260601-155301349
Issue Date: June 1, 2026
Expiration Date: June 30, 2026

Subscription Period
Term: 12 months
Start Date: July 1, 2026
End Date: June 30, 2027

PRODUCTS	QUANTITY	UNIT PRICE	TERM	DISCOUNT	SUBTOTAL
Bearden Middle School | Career Readiness Solution (Grades 6-8): Cloud-based career exploration, discovery, and guidance management solution	1,184	$2.40 / year	12		$2,841.60 / year for 1 year
Cedar Bluff Middle School | Career Readiness Solution (Grades 6-8) Cloud-based career exploration, discovery, and guidance management solution	513	$2.40 / year	12		$1,231.20 / year for 1 year
Farragut Middle School | Career Readiness Solution (Grades 6-8) Cloud-based career exploration, discovery, and guidance management solution	1,399	$2.40 / year	12		$3,357.60 / year for 1 year

PRODUCTS	QUANTITY	UNIT PRICE	TERM	DISCOUNT	SUBTOTAL
Gresham Middle School | Career Readiness Solution (Grades 6-8) Cloud-based career exploration, discovery, and guidance management solution	732	$2.40 / year	12		$1,756.80 / year for 1 year
Halls Middle School | Career Readiness Solution (Grades 6-8) Cloud-based career exploration, discovery, and guidance management solution	901	$2.40 / year	12		$2,162.40 / year for 1 year
Hardin Valley Middle School | Career Readiness Solution (Grades 6-8) Cloud-based career exploration, discovery, and guidance management solution	1,050	$2.40 / year	12		$2,520.00 / year for 1 year
Holston Middle School | Career Readiness Solution (Grades 6-8) Cloud-based career exploration, discovery, and guidance management solution	457	$2.40 / year	12		$1,096.80 / year for 1 year
Karns Middle School | Career Readiness Solution (Grades 6-8) Cloud-based career exploration, discovery, and guidance management solution	827	$2.40 / year	12		$1,984.80 / year for 1 year
Northwest Middle School | Career Readiness Solution (Grades 6-8) Cloud-based career exploration, discovery, and guidance management solution	864	$2.40 / year	12		$2,073.60 / year for 1 year
Powell Middle School | Career Readiness Solution (Grades 6-8) Cloud-based career exploration, discovery, and guidance management solution	792	$2.40 / year	12		$1,900.80 / year for 1 year

PRODUCTS	QUANTITY	UNIT PRICE	TERM	DISCOUNT	SUBTOTAL
South Doyle Middle School | Career Readiness Solution (Grades 6-8) Cloud-based career exploration, discovery, and guidance management solution	801	$2.40 / year	12		$1,922.40 / year for 1 year
Vine Middle School | Career Readiness Solution (Grades 6-8) Cloud-based career exploration, discovery, and guidance management solution	328	$2.40 / year	12		$787.20 / year for 1 year
Whittle Springs Middle School | Career Readiness Solution (Grades 6-8) Cloud-based career exploration, discovery, and guidance management solution	452	$2.40 / year	12		$1,084.80 / year for 1 year
Ridgedale Middle School | Subscription: Career Readiness Solution (Grades 6-8): Cloud-based career exploration, discovery, and guidance management solution.	67	$2.40 / year	12		$160.80 / year for 1 year
Carter Middle School | Subscription: Career Readiness Solution (Grades 6-8): Cloud-based career exploration, discovery, and guidance management solution.	611	$2.40 / year	12		$1,466.40 / year for 1 year
Gibbs Middle school | Subscription: Career Readiness Solution (Grades 6-8): Cloud-based career exploration, discovery, and guidance management solution.	632	$2.40 / year	12		$1,516.80 / year for 1 year

PRODUCTS	QUANTITY	UNIT PRICE	TERM	DISCOUNT	SUBTOTAL
West Valley Middle School | Subscription: Career Readiness Solution (Grades 6-8): Cloud-based career exploration, discovery, and guidance management solution.	1,132	$2.40 / year	12		$2,716.80 / year for 1 year
KCS Virtual School | Career Readiness Solution (Grades 6-8): Cloud-based career exploration, discovery, and guidance management solution.	99	$2.40 / year	12		$237.60 / year for 1 year
KCS Virtual School | College & Career Readiness (Grades 9-12): Cloud-based post-secondary planning and guidance management solution.	179	$4.80 / year	12		$859.20 / year for 1 year

Total Contract Value: $31,677.60

Notes

1. This Order Form, together with Scoir's standard Terms of Service dated January 15, 2026 which is publicly available on the webpage www.scoir.com/k12-terms-of-service, forms the contract governing your access to and use of Scoir's products and services identified above for the duration of the Subscription Term.

2. The quantity presented above is based on customer's good faith estimate of the number of enrolled students. Scoir acknowledges that actual quantities may vary. Customers' use of Scoir's products and services will not be limited if actual quantities differ from those listed above. Adjustments for quantity variances of ± 10% may be reflected on future contract renewals.

3. Unless otherwise agreed, Scoir will invoice Customer annually in equal 12-month installments. If the subscription period specified above is not for a number of whole years, then the first invoice issued pursuant to this Order Form will be prorated accordingly.

4. By your execution of this Order Form, you represent that you have read, understand, and accept, as a duly authorized representative of Knox County Public Schools, this binding contract (including the Terms of Service) in its entirety. Upon your acceptance, Scoir will issue you an invoice in the amount specified above.

Presented on behalf of Scoir, Inc.

Dominique Jones
Dominique Jones

Accepted on behalf of Knox County Public Schools by:

Before you sign this quote, we must first send you an email to verify your identity. Please click the "Verify My Identity" button next to your name below and then follow instructions in the verification email you'll receive.

Jessie Thomas
jessie.thomas2@knoxschools.org

Note: As a cloud-based platform provider, Scoir is unable to negotiate bespoke terms and conditions with individual customers. We created these standard terms of service in consultation with our customers to be consistent with industry best practices, inclusive of a Data Privacy Addendum modeled after the Student Data Privacy Consortium's *National Data Privacy Agreement*. While we remain open to receiving suggestions that would improve our terms of service for all customers, we do not customize these terms of service for any individual customer.

SCOIR, INC.

K12 TERMS OF SERVICE

Effective Date: January 15, 2026

These Terms of Service (the "**Agreement**") contains the legal terms and conditions of your access to and use of the Services (as defined herein) provided by Scoir, Inc., a Delaware corporation, ("**Scoir**"). The term "**Customer**" as used herein means the educational institution, local educational agency, school administrative unit, education industry association, company, or other legal or professional entity that utilizes or intends to utilize the Services. By your accepting this Agreement, either by your online digital indication of acceptance or by your execution of an Order Form (as defined herein) that references this Agreement, you acknowledge that you have read, understand, and agree to the terms of this Agreement and you represent that you have the authority to bind your institution to this Agreement.

1. DEFINITIONS. Capitalized terms defined herein shall have the meanings ascribed to them, including the following terms, which shall have the following meanings:

"**Customer Data**" means any information inputted into the Website by Customer, at Customer's direction, or with Customer's permission, including, without limitation, information inputted by Invitees, and for which access is restricted to Customer, Invitees, and other Users that Customer or Invitees may permit. Customer Data includes "Student Data" as defined in Appendix "A" hereto.

"**Intellectual Property Rights**" means any patent, trademark, trade secret, service mark, copyright, moral right, right in design, know-how, and any other intellectual or industrial property rights anywhere in the world whether or not registered.

"**Invitee**" means any User who is authorized by Customer to use the Services, or any portion thereof, and for whom Customer has provisioned the Services. Invitees may include, without limitation, Customer's students and their parents or guardians, teachers, school counselors, and administrators.

"**Order Form**" means an ordering document entered into between Customer and Scoir that identifies Customer and specifies (i) the products and services which Customer is procuring and which Scoir will provide to Customer pursuant to this Agreement, (ii) the fees payable by Customer for such products and services, and (iii) the Subscription Term.

"**Predictive Analytics**" refers to probabilities, predictions, and recommendation outputs incorporated into the Services that operate with varying levels of autonomy using machine-based and human-based inputs for a given set of human-defined objectives to perceive real and virtual environments, abstract such perceptions into models through analysis in an automated manner, and use model inference to formulate such outputs.

"**Services**" means the cloud-based college and career planning and counseling software application, as further described in Section 2, provided or made available to Customer and its Invitees by Scoir through the Website.

"**Subscription Term**" means the period of time specified on an Order Form during which this Agreement governs the relationship between Scoir and Customer with respect to the Services.

"**User**" means any person who creates an account on the Website. Users include, but are not limited to, Invitees.

"**Website**" means the public Internet site available at the domain **https://app.scoir.com**, including any subdomain thereof, and all associated mobile applications.

2. THE SERVICES

2.1. Description of Services. The Services include information and application features, including Predictive Analytics, intended to inform and assist students in their post-secondary pursuits. More specifically and without limitation, the Services enable students to search for and learn about careers, career pathways, and related post-secondary educational opportunities; to communicate with their school faculty and administrators; to receive, complete, and submit assignments related to their college and career planning; to connect with representatives from post-secondary educational institutions; to create, manage, and submit their applications for admission to institutions of higher education; and to solicit from school faculty and administrators the creation and delivery of documents related to the post-secondary education admissions and enrollment process. The Services include a guidance management system that enables school counselors and administrators to monitor and assist students in their post-secondary planning; to engage and collaborate with students, parents and guardians,

and representatives of post-secondary educational institutions; to manage the creation and delivery of documents related to applications for admission to institutions of higher education; and to collect, analyze, and report on student engagement, academic achievements, and post-secondary enrollment outcomes.

2.2. Optional Features. The Services include certain optional features that can be enabled or disabled by an authorized representative of Customer and are provided under the sole discretion and control of Customer. Optional features include the ability for: (i) college representatives to schedule informational visits to secondary schools and for students to register to attend those visits; (ii) students to share their interest with certain institutions of higher education and receive additional information from those institutions; (iii) students to receive a probability of admission to certain institutions of higher education based on Predictive Analytics; and (iv) students and school faculty and administrators to create and send application-related documents to institutions of higher education. If Customer elects to enable certain optional features and its Invitees elect to utilize such optional features, then Customer authorizes Scoir to share certain Customer Data about its Invitees with certain institutions of higher education that may be reasonably required to provide the optional feature services. Such sharing shall occur only where Customer has enabled the applicable optional feature and the applicable Invitee has affirmatively elected to share such information with a specified institution of higher education.

2.3. Partner Services. Through the Services, Customer and Invitees may be able to elect to receive services from partners of Scoir (each such service, a "**Partner Service**", and each such partner, a "**Partner**"). All Partner Services are inactive by default and, therefore, must be enabled by an authorized representative of Customer and are provided under the sole discretion and control of Customer. Scoir is not responsible for any material or information provided through Partner Services. Partners may require Customer and Invitees to agree to their terms and conditions with respect to the Partner Services. Partner Services include: (i) Common App account integration, provide by The Common Application, Inc.; (ii) career interest inventory assessment, provided by the U.S. Department of Labor; (iii) PrinciplesYou personality assessment, provided by PRIOS LLC; (iv) CGN account integration, provided by College Guidance Network, Inc.; and (v) student information system integration, provided by Clever Inc. and ClassLink Inc. If Customer elects to enable a Partner Service and an Invitee elects to utilize such Partner Service, then Customer authorizes Scoir to share certain Customer Data about its Invitees that such Partner may reasonably require to provide the Partner Service.

3. CUSTOMER'S RESPONSIBILITIES

3.1. Customer's Use. Subject to the terms and conditions of this Agreement, Scoir grants Customer the non-exclusive, non-transferrable, non-sublicensable, worldwide right to access and use, and to grant Invitees access to use, the Services for Customer's own lawful and legitimate business or organizational purposes.

3.2. Management of Invitees. Customer acknowledges and agrees that it is solely responsible for (i) determining who is an Invitee; (ii) informing each Invitee that their use of the Services is subject to this Agreement; and (iii) controlling each Invitee's level of access to relevant portions of the Services.

(a) Invitees Under the Age of 13. In the event that Customer authorizes use of the Services by Invitees under the age of 13, Customer represents that, pursuant to the Children's Online Privacy Protection Act, either (i) it is acting as agent for parent consent purposes in providing software strictly for educational purposes, or (ii) it has obtained verifiable parental consent prior to making the Services available to such Invitees.

3.3. Account Ownership. Customer shall, at all times during the Subscription Term, designate and have designated: (i) one Invitee as an "account owner" authorized to serve as primary liaison to Scoir for account-related communications; and (ii) no less than one Invitee as "account administrator" authorized to create accounts for and manage permissions of other Invitees.

3.4. Access Control. Customer shall take reasonable precautions to require its Invitees to secure usernames, passwords, and any other means of gaining access to the Services. Without limiting the foregoing, Customer agrees to not require Invitees to disclose their passwords and will promptly revoke any Invitee's access to the Services following the termination of such Invitee's employment or engagement by Customer. Customer will promptly notify Scoir of any suspected unauthorized access to, or use of, the Services known to Customer.

3.5. Restrictions of Use. When using the Services, Customer shall not knowingly (and shall use commercially reasonable efforts to prohibit any Invitee to):

(a) attempt to gain unauthorized access to any Personally Identifiable Information of a User;

(b) attempt to undermine the security or integrity of the Website and the Services, and, where the Services are hosted by a third party, that third party's computing systems and networks;

(c) use, or misuse, the Services in any way which would reasonably be expected to impair or degrade the functionality of the Services or Website, or other systems used to deliver the Services, or impair or degrade the ability of any other User to use the Services or Website;

(d) attempt to gain unauthorized access to any portions of the Services other than those expressly provisioned pursuant to a valid Order Form;

(e) transmit via, or input into, the Website, anything that directly or indirectly (i) knowingly contains any viruses, worms or other malicious computer programming codes intended or likely to damage Scoir's or any User's system or data; (ii) may reasonably be deemed to be offensive to a preponderance of Users; (iii) is deceptive, defamatory, obscene, pornographic, or unlawful; or (iv) knowingly infringes or misappropriates any Intellectual Property Rights of a third party;

(f) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Services for the benefit of any unauthorized third party;

(g) access or use the Services to build a similar or competitive product or service; or

(h) attempt to modify, copy, adapt, create derivative works of, reproduce, disassemble, decompile or reverse engineer the Services or any computer programs used to deliver the Services or to operate the Website.

4. SCOIR'S RESPONSIBILITIES

4.1. Provision of Services. During the Subscription Term, Scoir will provide Customer and its Invitees access to use the Services as described in this Agreement and all applicable Order Forms.

4.2. Data Privacy and Data Security. Scoir will safeguard the confidentiality of Customer Data in accordance with the Data Privacy Addendum attached hereto as "**Appendix A**". Scoir will not sell, lease, license, or otherwise share Customer Data with any third-party except as may be expressly authorized by Customer and Invitees pursuant to Sections 2.2 and 2.3 or authorized under 34 CFR §99.31(a)(2) to support an Invitee's application for enrollment to an institution of higher education.

4.3. Accessibility. Scoir shall use reasonable efforts to ensure that the Services maintain, at all times during the Subscription Term, compliance with all applicable federal and state laws and regulations providing for equally effective and substantially equivalent ease of use for persons with disabilities, including but not limited to those set forth in the Americans with Disabilities Act (ADA). The Web Content Accessibility Guidelines (WCAG) 2.1 Level AA shall be used to evaluate conformance of the Services with this Section 4.3.

4.4. Service Reliability. Subject to the terms and conditions of this Agreement, Scoir will use commercially reasonable efforts to make the Services generally available for use by Customer and its Invitees at any time, excluding planned downtime and any unavailability caused by circumstances beyond our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Scoir's own employees), Internet service provider failures or delays, denial of service attacks, or any other force majeure event or factors. Scoir acknowledges that Customer may consider a failure to reasonably meet its service reliability commitments to be a material breach of this Agreement. Accordingly, and notwithstanding anything to the contrary in this Agreement, Customer's sole remedy for Scoir's failure to reasonably meet its service reliability commitments shall be to terminate this Agreement for cause pursuant to Section 7.3.

4.5. Support Services. During the Subscription Term, Scoir will provide Customer and its Invitees with "help desk support" of the Services via email to **support@scoir.com** during customary business hours and via access to Scoir's online self-service support portal available at **https://scoir.helpdocs.io**. Scoir will use reasonable practices to respond to email support queries within one business day. Scoir reserves the right, in its sole discretion, to limit or deny access to support services to any Invitee who acts or who has acted in a way that might reasonably be determined to be harassing or abusive of Scoir's support representatives.

5. FEES AND PAYMENTS.

5.1. Subscription Fees. In consideration for the access rights granted to Customer and the Services made available by Scoir under this Agreement, Customer will pay to Scoir the fees set forth in the Order Form(s) in accordance with the fee schedule(s) specified therein. Unless otherwise provided for in an Order Form, all undisputed fees are due and payable within thirty (30) days of the Customer's receipt date of the invoice. All fees paid are non-refundable except as otherwise provided for herein. Customer agrees to provide Scoir with complete, accurate, and current billing and contact information at all times. Customer and Scoir agree to work together in good faith to resolve any disputed fees in a timely manner.

5.2. Non-Payment. If Customer fails to pay undisputed amounts due under this Section 5, then Scoir's sole recourse is to suspend Services pursuant to Section 6.2 and to terminate this Agreement pursuant to Section 7.3 Notwithstanding the foregoing, if any Customer payment is dishonored or returned because it cannot be processed by a bank, Scoir reserves the right to charge Customer any bank fees or charges for return items that Scoir incurs.

5.3. Taxes. Scoir may charge, and Customer agrees to pay, any applicable sales, use, or value-added taxes applicable to the provision of the Services. Customer shall have no liability for any taxes based upon Scoir's gross revenues or net income.

(a) If Customer is a tax-exempt organization, Customer agrees to provide Scoir with a valid and accurate certificate of sales tax exemption within seven (7) days of submitting an Order Form.

(b) Scoir is solely responsible for timely remittance to state and/or local authorities of any sales and use taxes it collects from Customer related to the sale of goods and services under this Agreement.

5.4. Payment by Credit Card. If paying by credit card, Customer authorizes Scoir to charge its credit card or bank account for all fees payable. Customer further authorize Scoir to use a third party to process payments for fees payable, and consent to the disclosure of payment information to such third party as required to process such payments.

6. SERVICE SUSPENSIONS

6.1. Suspension for Prohibited Acts. Scoir may suspend any User's access to any or all Services without notice for use of the Services in a manner that Scoir deems, at its reasonable and sole discretion, to: (i) violate applicable local, state, or federal laws or regulations; or (ii) violate any restrictions of use contained in Section 3.5. If Scoir suspends an Invitee's access pursuant to this Section 6.1, Scoir shall, as soon as commercially practical, provide Customer prior written notice describing the violation and, for violations capable of being resolved, Scoir shall provide Customer a thirty-day period to cure such violation and restore said Invitee's access promptly after the cause of the violation has been resolved.

6.2. Suspension for Non-Payment. In the event that any undisputed fees due and payable hereunder remain unpaid for a period of thirty (30) days or more after the due date specified on the corresponding invoice, Scoir may suspend Customer's (and its Invitees') access to any or all of the Services until such amounts are paid in full. Scoir will notify Customer at least fourteen (14) days before suspension.

6.3. Suspension for Present Harm. If Customer's website or use of the Service is (i) being subjected to denial-of-service attacks or other disruptive activity; (ii) being used to engage in denial-of-service attacks or other disruptive activity; (iii) creating a security vulnerability for the Services or others; or (iv) causing harm to Scoir or any Users, then Scoir may, with written electronic and telephonic notice to Customer, suspend all or any access to the Service. Scoir will try to limit the suspension to the affected portion of the Services and promptly resolve the issues causing the suspension.

7. TERM; TERMINATION.

7.1. Term. Except for surviving provision specified in Section 7.5, the term of this Agreement shall be the Subscription Term, unless lawfully terminated sooner as permitted herein.

7.2. Termination for Convenience. Customer may terminate this Agreement at any time for any reason, or for no reason, by providing Scoir with advance written notice. No prepaid fees shall be or become refundable upon termination pursuant to this Section 7.2.

7.3. Termination for Cause. Either party may terminate this Agreement for cause if the other party materially breaches any provision of this Agreement and such breach, if capable of being cured, is not cured within thirty (30) days of receiving written notice of such breach from the other party.

7.4. Post-Termination Rights. Upon any termination of this Agreement, all licenses, rights, and permissions granted to Customer hereunder will immediately terminate. If this Agreement is terminated by Customer pursuant to Section 7.3, Scoir will promptly refund Customer any prepaid fees relating to Customer's access and use of the Services after the effective date of termination. Unless this Agreement is terminated by Scoir pursuant to Section 7.3, Scoir will make the Customer Data available to Customer for export or download for a period of 30 days following the termination date of this Agreement. After such 30-day period, Scoir will have no obligation to retain or make available to Customer any Customer Data, unless legally required, and Scoir will dispose of such Customer Data as provided in Appendix A. Except as provided in Section 9 of this Agreement, and to the extent permitted by law, Scoir shall not be liable for any costs, losses, damages, or liabilities arising out of or related to a lawful termination of this Agreement.

7.5. Surviving Provisions. Section 5 (Fees and Payments), Section 7.4 (Post-Termination Rights), Section 7.5 (Surviving Provisions), Section 8 (Proprietary Rights), Section 9 (Indemnification), Section 10 (Disclaimers; Limitation of Liability), and Section 11 (General Provisions) will survive any terminated of this Agreement.

8. PROPRIETARY RIGHTS

8.1. Scoir Ownership. Scoir, or its licensors, owns all worldwide right, title, and interest (including all Intellectual Property Rights) in and to the Website, Services, and software applications used to provide the Services. This Agreement does not convey any proprietary interest in or to any of Scoir's Intellectual Property Rights or rights of entitlement to the use thereof except as expressly set forth herein.

8.2. Customer Ownership. Customer owns all worldwide right, title, and interest (including all Intellectual Property Rights) in and to the Customer Data. Customer hereby grants Scoir a non-exclusive, limited right to use, copy, transmit, store, and back-up Customer Data for the sole purpose of providing the Services to Customer and, with respect to De-Identified Information, for analytics, research, benchmarking, and development and refinement of Predictive Analytics models, as permitted under Appendix A.

8.3. User Feedback. Any feedback, comments and suggestions Customer or its Invitees may provide for improvements to the Services shall be deemed to have been given voluntarily and Scoir will be free to use, disclose, reproduce, license or otherwise distribute, and exploit such feedback as Scoir sees fit, entirely without obligation or restriction of any kind.

9. INDEMNIFICATION

9.1. Indemnification. Scoir shall indemnify, defend, protect, and hold harmless Customer, its Affiliates, trustees, officers, directors, and employees, from and against any and all damages awarded by a court, arbitration, or settlement, including associated penalties, fines, and expenses arising out of or incurred by the Customer as a result of (A) the gross negligence or willful misconduct of Scoir, its employees, or agents; (B) Scoir's breach of this Agreement or applicable law; or (C) any actual or threatened claim alleging that the licensing, use, or other exploitation of the Services by Customer in accordance with the rights granted hereunder constitutes, under applicable laws of any jurisdiction within the United States of America, an infringement, dilution, or unauthorized use of any patent, copyright, trademark, or trade secret of any third-party. In the event that (i) some or all of the Services is held by a court of competent jurisdiction to infringe; (ii) an injunction is obtained against use of any material portion of the Services; or (iii) Customer believes in its good faith judgment that the Services is infringing, then Scoir shall promptly, at its sole option and expense, (a) procure for Customer the right to continue to use the infringing Services; (b) replace or modify the infringing Services to make its use non-infringing while being capable of performing essentially the same functions; or (c) require Customer to return or remove the infringing Services and cancel all rights thereto. If Scoir implements option (iii) above, then Customer may, at its option, terminate this Agreement, with immediate effect upon written notice to Scoir, and Scoir shall promptly refund Customer all prepaid fees relating to Customer's access to and use of the Services after the effective date of termination. Notwithstanding the foregoing, Customer may participate at its own expense in any claim to which it is a party.

9.2. Exclusions. Notwithstanding the foregoing, Scoir will have no obligation under this Section 9 or otherwise with respect to any infringement claim based upon (i) any use of the Services not in accordance with this Agreement; (ii) any use of the Services in combination with other products, equipment, software, or data not supplied by Scoir where the cause of the infringement is the use of the Services in combination with any such products, equipment, software or data; or (iii) any modification of the Services by any person other than Scoir or its authorized agents.

9.3. Obligations. Scoir's indemnifying obligations set forth above are expressly conditioned upon each of the following: (i) Customer will promptly notify Scoir in writing of any threatened or actual claim; (ii) Scoir will have sole control of the defense and settlement, if any, of any claim giving rise to the indemnity obligations herein; provided, however, that no settlement will be binding against Customer without Customer's prior written consent; and (iii) Customer will cooperate with Scoir to facilitate the defense and settlement, if any, of any claim.

9.4. Exclusive Remedy. This Section 9 states the entire liability of Scoir and the sole and exclusive remedy of Customer and any of its affiliates, officers, directors, and employees for infringement claims and actions related hereto.

10. DISCLAIMERS; LIMITATION OF LIABILITY.

10.1. Disclaimer of Warranties. Customer's use of the Services is entirely at Customer's own risk. Scoir is not in the business of providing student counseling, college guidance, or any other professional advisory services. The Services are provided "AS IS" and on an "AS AVAILABLE" basis. EXCEPT AS OTHERWISE SPECIFIED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SCOIR DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, OR THE ACCURACY, RELIABILITY, QUALITY OF ANY DATA OR INFORMATION MADE AVAILABLE VIA THE SUBSCRIPTION SERVICES. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. SCOIR DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICES WILL BE COMPLETELY SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION.

10.2. Predictive Analytics Disclaimer. ANY PREDICTIONS, PROBABILITIES, OR RECOMMENDATIONS GENERATED BY THE SERVICES ARE STATISTICAL ESTIMATES BASED ON HISTORICAL AND AGGREGATED DATA AND ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. SCOIR DOES NOT GUARANTEE ADMISSIONS OUTCOMES, AND FINAL DECISIONS ARE MADE SOLELY BY THIRD-PARTY INSTITUTIONS.

10.3. No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, OR BUSINESS OPPORTUNITY, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

10.4. Limitation of Liability. EXCEPT FOR CUSTOMER'S LIABILITY FOR THE PAYMENT OF FEES, SCOIR'S INDEMNIFICATION OBLIGATIONS IN SECTION 9, AND EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY OR ITS AFFILIATES IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY, THE PARTIES AGREE THAT, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF A PARTY AND ITS AFFILIATES WILL BE LIMITED TO A SUM EQUAL TO THE GREATER OF (A) TOTAL

AMOUNTS PAID OR PAYABLE BY CUSTOMER FOR THE SUBSCRIPTION SERVICES IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM AND (B) ONE HUNDRED U.S. DOLLARS.

10.5. Partner Services. TO THE EXTENT PERMITTED BY LAW, SCOIR AND ITS AFFILIATES DISCLAIM ALL LIABILITY WITH RESPECT TO PARTNER SERVICES MADE AVAILABLE THROUGH THE SUBSCRIPTION SERVICES. OUR PARTNER LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

10.6. Agreement to Liability Limit. CUSTOMER UNDERSTANDS AND AGREES THAT ABSENT ITS AGREEMENT TO THIS LIMITATION OF LIABILITY, SCOIR WOULD NOT PROVIDE THE SUBSCRIPTION SERVICES TO CUSTOMER.

10.7. Exceptions. EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION 10 WILL NOT APPLY TO CLAIMS AND DAMAGES RESULTING FROM SCOIR'S UNAUTHORIZED DISCLOSURE OF DATA IN VIOLATION OF THE DATA PRIVACY ADDENDUM (APPENDIX A), AND DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

11. GENERAL PROVISIONS

11.1. Publicity. Customer hereby grants Scoir the limited right to display, in accordance with Customer's published trademark usage guidelines (if any), Customer's name and logo on Scoir's digital properties. Customer may limit or withdraw this permission at any time by completing and submitting a "Publicity Restrictions" form located at **https://www.scoir.com/publicity-restrictions**. Scoir hereby grants Customer permission to display, in accordance with Scoir's published trademark usage guidelines, Scoir's name, logo, and links to the Website on Customer websites and other materials as Customer may reasonably deem appropriate to promote the Services. The rights granted under this Section 11.1 shall expire upon termination of this Agreement.

11.2. Public Inspection of Agreement. Scoir acknowledges that this Agreement and all documents Scoir provides Customer as required herein, may, if and to the extent deemed public records under applicable law, be public records and subject to public inspection.

11.3. Independent Contractors; No Agency. The parties are independent contractors. Nothing in this Agreement creates any partnership, joint venture, agency, fiduciary, employment, or franchise relationship between the parties. Neither party has authority to bind the other or incur obligations on the other's behalf. All obligations under this Agreement are owed solely between Scoir and Customer

11.4. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties and their permitted successors and assigns, and nothing herein confers any rights upon any third party.

11.5. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, not to be unreasonably withheld, except that either party may assign this Agreement in its entirety, without consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any purported assignment in violation of this Section is void. Subject to the foregoing, this Agreement binds and inures to the benefit of the parties and their permitted successors and assigns.

11.6. Notices. Except for service of legal process, all notices under this Agreement will be provided by email and deemed given 24 hours after sending, provided the sender retains evidence of successful transmission. Notices to Customer will be sent to its designated account owner, and notices to Scoir will be sent to **legal-notices@scoir.com**.

11.7. Waiver. No waiver of any provision of this Agreement will be effective unless in a written instrument signed by the waiving party. No failure or delay in exercising any right shall operate as a waiver of such right, nor shall any single or partial exercise preclude further exercise of any right.

11.8. Severability. If any provision of this Agreement is held unenforceable, the provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

11.9. Entire Agreement. This Agreement, including all Order Forms, incorporated documents, and lawful modifications hereto, constitutes the entire agreement between the parties regarding its subject matter and it supersedes all prior or contemporaneous agreements or representations, whether written or oral.

11.10. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state where Customer is principally located, without regard to its conflict of law principles; provided, however, that, if Customer is principally located outside the United States of America, then this Agreement shall be governed by the laws of the State of Delaware, and the courts located in the State of Delaware shall have exclusive jurisdiction. To the extent not prohibited by applicable sovereign or governmental immunity laws, the parties agree that any dispute arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts of competent jurisdiction located within such state, and the parties hereby consent to the personal jurisdiction and venue of such courts.

11.11. Authority. Each party represents to the other that it has full power and authority to enter into this Agreement, which is binding and enforceable against such party in accordance with its terms. Customer represents that it has authority to bind and procure compliance by its Affiliates, if applicable.

11.12. Execution; Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which constitutes an original, and all of which together constitute one agreement. Electronic signatures and electronic delivery are valid and binding for all purposes.

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APPENDIX A
TO
K12 TERMS OF SERVICE

DATA PRIVACY ADDENDUM

This Data Privacy Addendum ("**DPA**") forms a part of and is incorporated into the K12 Terms of Service agreement between Scoir, Inc. and Customer. All capitalized terms not defined herein shall have the meaning set forth in the Agreement. The parties agree as follows:

ARTICLE I: DEFINITIONS

"Applicable Law" means the federal and state statutes and regulations applicable to Customer Data and Student Data including the following, to the extent applicable: Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("**FERPA**"); Children's Online Privacy Protection Act, 15 U.S.C. § 6501-6502 ("**COPPA**"); Protection of Pupil Rights Amendment, 20 U.S.C. 1232h ("**PPRA**"); Individuals with Disabilities Education Act, 20 U.S.C. § 1400 *et seq.* ("**IDEA**"); and each specifically applicable state regulation, as provided in **Exhibit A** hereto.

"Data Breach" means an unauthorized release, access to, disclosure, or acquisition of Student Data that compromises the security, confidentiality, or integrity of the Student Data maintained by Scoir in violation of Applicable Law.

"De-Identified Information" means data from which all Personally Identifiable Information has been removed or obscured in a way that reasonably removes the risk of disclosure of the identity of the individual and information about them (e.g., by blurring, masking, or perturbation). De-identification should ensure that any information when put together cannot reasonably indirectly identify the student, not only from the viewpoint of the public, but also from the vantage of those who are familiar with the individual. Information cannot be de-identified if there are fewer than twenty (20) students in the samples of a particular field or category, e.g., fewer than twenty students in a particular grade or fewer than twenty students of a particular ethnicity.

"Personally Identifiable Information" means any Student Data and metadata obtained by reason of the use of the Services, whether gathered by Scoir or provided by Customer or its Invitees. Personally Identifiable Information includes, without limitation, indirect identifiers that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

"School Official" means, consistent with 34 CFR 99.31(a)(1)(i)(B), a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) is subject to 34 CFR 99.33 governing the use and re-disclosure of Personally Identifiable Information from student records.

"Student Data" means any Personally Identifiable Information, whether gathered by Scoir or provided by Customer or its Invitees, that is descriptive of Customer's student Invitees, including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information, text messages, documents student identifies, search activity, photos, voice recordings or geolocation information. Student Data includes Student Records and Student-Generated Content (to the extent identifiable to a User) for the purposes of this DPA and for the purposes of Applicable Law. De-Identified Information or anonymous usage data regarding a User's use of the Services shall not be considered Student Data.

"Student-Generated Content" means materials or content created by a student during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

"Student Records" means (1) any information that directly relates to a student that is maintained by Customer; and (2) any information acquired directly from a student through the use of instructional software or applications assigned to the student by Customer or its Invitees.

"Subprocessor" means a Third Party that Scoir uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to Personally Identifiable Information, a list of which is publicly available at www.scoir.com/terms-of-service.

"Targeted Advertising" means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the Services by such student or the retention of such student's online activities or requests over time. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

"Third Party" means an entity that is not Scoir or Customer.

ARTICLE II: PURPOSE AND SCOPE

1. Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data transmitted to Scoir from the Customer pursuant to the Agreement, including compliance with Applicable Law. In performing the Services, to the extent Personally Identifiable Information from Student Data is transmitted to Scoir from Customer, Scoir shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the Customer. Scoir shall be under the direct control and supervision of the Customer, with respect to its use of Student Data.

2. Nature of Services Provided. Scoir has agreed to provide the Services described in the Agreement.

3. Student Data to Be Provided. In order to perform the Services described in this Article and the Agreement, Customer or Invitees may provide some or all of the data described in the Schedule of Data, attached hereto as **Exhibit B**.

4. Governing Terms. In the event of a conflict with the Agreement, the terms and conditions of this DPA shall prevail with regards to the subject matter hereof.

ARTICLE III: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. Student Data Property of Customer. All Student Data transmitted to Scoir pursuant to this DPA is and will continue to be the property of and under the control of the Customer or the party who provided such data (such as the Invitee). Scoir further acknowledges and agrees that all copies of such Student Data transmitted to Scoir, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this DPA in the same manner as the original Student Data. The parties agree that as between them, all rights, including all Intellectual Property Rights in and to Student Data contemplated pursuant to this DPA shall remain the exclusive property of the Customer. For the purposes of Applicable Law, Scoir shall be considered a School Official, under the control and direction of Customer as it pertains to the use of Student Data notwithstanding the above. Scoir may transfer certain Student Data to a separate account according to the procedures set forth below.

2. Parent, Legal Guardian, and Student Access. To the extent required by law, Customer shall establish reasonable procedures by which a parent, legal guardian, or eligible student (as defined in FERPA) may review Student Data maintained by Scoir, correct erroneous information, and procedures for the transfer of Student-Generated Content to a personal account, consistent with the functionality of the Services. Scoir will cooperate and respond within five (5) days to Customer's request to view or correct Student Data maintained by Scoir. In the event that a parent of a student or other individual contacts Scoir to review any of the Student Records or Student Data accessed pursuant to the Services, Scoir shall refer the parent or individual to the Customer, and Customer will follow the necessary and proper procedures regarding the requested information.

3. Separate Account. Scoir shall transfer Student Data transmitted to Scoir by a student to a separate User account for each student Invitee upon termination of the Agreement or a student's earlier graduation from Customer; provided, however, that such transfer shall only apply to such Student Data that is severable from the Services.

4. Third Party Request. Should a Third Party, including, but not limited to law enforcement, former employees of the Customer, current employees of the Customer, and government entities, contact Scoir with a request for Student Data held by Scoir pursuant to the Services, Scoir shall, to the extent permitted by Applicable Law, redirect the Third Party to request the Student Data directly from the Customer and shall cooperate with the Customer to collect the required information. Scoir shall notify the Customer in advance of a compelled disclosure to a Third Party, unless legally prohibited. Scoir will not disclose, lend, lease, transfer, or sell the Student Data or any portion thereof to any Third Party or allow any Third Party to use the Student Data and/or any portion thereof, without the express written consent of the Customer or without a court order or lawfully issued subpoena. Student Data shall not include De-Identified Information or anonymous usage data regarding a student's use of the Services.

5. No Unauthorized Use. Scoir shall not use Student Data for any purpose other than as explicitly specified in this DPA.

6. Subprocessors. Scoir shall enter into written agreements with all Subprocessors performing functions pursuant to this DPA, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE IV: DUTIES OF CLIENT

1. Privacy Compliance. Customer shall provide Student Data for the purposes of the DPA in compliance with Applicable Law.

2. FERPA Designation and Annual Notification. If Customer is subject to FERPA, then Customer hereby designates Scoir as a "School Official" pursuant to 34 CFR § 99.31(a)(1)(i)(B) and represents that, in providing the Services, Scoir has a "legitimate educational

interest." Further, Customer shall ensure its annual notice of rights under FERPA, required by 34 CFR §99.7(a), shall advise parents and eligible students of such designation.

3. Reasonable Precautions. Customer shall employ administrative, physical, and technical safeguards designed to protect usernames, passwords, and any other means of gaining access to the Services and hosted Student Data from unauthorized access, disclosure, or acquisition by an unauthorized person.

4. Unauthorized Access Notification. Customer shall notify Scoir within seventy-two (72) hours of any known or suspected Data Breach or compromise of any Invitee's account that poses a privacy or security risk to the Services. Customer will provide reasonable assistance to Scoir in any efforts by Scoir to investigate and respond to such actual or suspected Data Breach.

ARTICLE V: DUTIES OF PROVIDER

1. Privacy Compliance. Scoir shall comply with all Applicable Law with respect to the privacy and security of Student Data and, at the direction of Customer, shall cooperate with any state or federal government-initiated audit of Customer's use of the Services.

2. Authorized Use. Student Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA, as authorized by Customer, or as authorized by the applicable student or parent. Scoir also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, any meta data, user content or other non-public information and/or Personally Identifiable Information contained in the Student Data, unless the Customer has given express written consent, it is De-Identified Information, or the Agreement otherwise allows its disclosure.

3. Employee Obligation. Scoir shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under this DPA. Scoir agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the DPA.

4. No Disclosure. Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or Personally Identifiable Information contained in the Student Data, other than as directed or permitted by Customer or this DPA. This prohibition against disclosure shall not apply to De-Identified Information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of Scoir pursuant to this DPA.

5. De-Identified Data. Scoir agrees not to attempt to re-identify De-Identified Information. De-Identified Information may be used by Scoir for those purposes allowed under FERPA and the following purposes: (a) assisting Customer or other governmental agencies in conducting research and other studies; (b) research and development of Scoir's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (c) for adaptive learning purposes, including the development and refinement of Predictive Analytics models. Scoir's use of De-Identified Information shall survive termination of this DPA or any request by Customer to return or destroy Student Data. Except for Subprocessors, Scoir agrees not to transfer De-Identified Information to any party unless (i) that party agrees in writing not to attempt re-identification, and (ii) prior written notice has been given to Customer who has provided prior written consent for such transfer. Prior to publishing any document that names Customer explicitly or indirectly, Scoir shall obtain Customer's written approval of the manner in which De-Identified Information is presented.

6. Disposition of Data. Scoir shall dispose, delete, or de-identify, in accordance with NIST Special Publication 800-88, all Personally Identifiable Information obtained under the DPA when it is no longer needed for the purpose for which it was obtained. If requested by Customer in writing prior to the termination of the Agreement, Scoir shall first transfer a copy of said data to Customer, or Customer's designee, according to a schedule and procedure reasonable agreed between the parties. Nothing in this DPA authorizes Scoir to maintain Personally Identifiable Information beyond six months from the termination date of the Agreement. Upon written request from Customer, Scoir shall provide written confirmation to Customer of such disposal of data . The duty to dispose of Student Data shall not extend to De-Identified Information or data placed in a separate User account, pursuant to the other terms of the DPA.

7. Advertising Prohibition. Scoir is prohibited from using, disclosing, or selling Student Data (a) to inform, influence, or enable Targeted Advertising; (b) to develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Services; or (c) for any commercial purpose other than to provide the Services provided to Customer, or as authorized by the Customer or the parent/guardian.

ARTICLE VI: DATA SECURITY AND BREACH PROVISIONS

1. Data Security. Scoir agrees to maintain and abide by a comprehensive information security program that includes appropriate administrative, technological, and physical safeguards consistent with industry best practices to protect the security, privacy, confidentiality, and integrity of Student Data. General security duties of Scoir are as follows:

(a) Passwords and Employee Access. Scoir shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by Draft National Institute of Standards and Technology ("NIST") Special Publication 800-63-3 Digital Authentication Guideline. Scoir shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall, where permissible by law, be subject to criminal background checks.

(b) Security Protocols. Each party agrees to maintain security protocols that meet industry practices regarding the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Scoir shall not copy, reproduce, or transmit data obtained pursuant to the DPA, except as necessary to fulfill the purpose of data requests by Customer. The foregoing does not limit the ability of Scoir to allow any necessary service providers to view or access data as provided in this Agreement.

(c) Employee Training. Scoir shall provide periodic security training to those of its employees who operate or have access to the system. Further, Scoir shall provide Customer with contact information of an employee who Customer may contact if there are any security concerns or questions.

(d) Security Technology. When the Services are accessed using a supported web browser, Secure Socket Layer or equivalent technology shall be employed to protect data from unauthorized access. The Services security measures shall include server authentication and data encryption. All data shall be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended. Scoir shall host all Services data in SOC 2 compliant environments located within the United States of America.

(e) Subprocessors Bound. Scoir shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article VI and in accordance with Applicable Law. Scoir shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.

(f) Periodic Risk Assessment. Scoir further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

(g) Backups. Scoir agrees to maintain backup copies, backed up at least daily, of Student Data in case of Scoir's system failure or any other unforeseen event resulting in loss of Student Data or any portion thereof.

(h) Audits. Upon receipt of a reasonable request from the Customer, Scoir will allow the Customer to audit, at Customer's expense, the security and privacy measures that are in place to ensure protection of the Student Record or any portion thereof. Scoir will cooperate fully with the Customer and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of Scoir and/or delivery of Services to students and/or Customer, and shall provide full access to Scoir's facilities, staff, agents and Customer's Student Data and all records pertaining to Scoir, Customer and delivery of Services to Scoir.

2. Data Breach. In the event of a confirmed Data Breach, Scoir shall notify Customer within forty-eight (48) hours of its discovery of the Data Breach, unless notification within these time limits would disrupt investigation of the Data Breach by law enforcement. Scoir shall follow the following process:

(a) The Data Breach notification described above shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What Scoir Are Doing," "What Customer Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.

(b) The security breach notification described above in section 2(a) shall include, at a minimum to the extent known by Scoir, the following information:

(i) The name and contact information of the reporting customer subject to this section.

(ii) A description of the Student Data reasonably believed to have been the subject of the Data Breach.

(iii) If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

(iv) Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

(v) A general description of the Data Breach, if that information is possible to determine at the time the notice is provided.

(vi) Information about what Scoir has done to protect individuals whose information has been breached.

(vii) identification of the Invitees whose Student Data was subject of the Data Breach.

(c) Scoir further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including Personally Identifiable Information and agrees to provide Customer, upon request, with a copy of said written incident response plan.

(d) Only upon the written request of, and with the assistance of, Customer shall Scoir notify the affected Invitee of the unauthorized access, which notice shall include the information listed in subsection (b) above.

(e) In the event of a Data Breach originating from Customer's use of the Services or otherwise a result of Customer's actions or inactions, Scoir shall reasonably cooperate with Customer to the extent necessary to expeditiously secure Student Data and Customer shall reimburse Scoir for costs incurred as a result of such Data Breach.

[Remainder of page intentionally left blank.]

EXHIBIT "A"
TO
DATA PRIVACY ADDENDUM

APPLICABLE STATE LAW

If Customer is located in:	the following laws will be included in "Applicable Law":
Alabama	Ala. Code § 16-40A-1 et seq., Student Data Protection Act
Arizona	Ariz. Rev. Stat. § 15-1046
Arkansas	AR Code § 6-18-109, Student Online Personal Information Protection Act ("SOPIPA")
California	Cal. Ed. Code § 49073.1 Cal. Bus. & Prof. Code § 22584, Student Online Personal Information Protection Act ("SOPIPA") Cal. Civ. Code § 1798.82
Colorado	Colo. Rev. Stat. § 22-16-101 et seq., Student Data Transparency and Security Act ("SDTSA")
Connecticut	Conn. Gen. Stat. §§ 10-234aa through 10-234dd
Delaware	Del. Code tit. 14 § 8101A et seq., Student Data Privacy Protection Act
District of Columbia	DC Code § 38-831.01 – 38-831.02
Florida	Fla. Stat. § 1002.22 Fla. Stat. § 1006.1494, Student Online Personal Information Protection Act ("SOPIPA")
Georgia	GA Code § 20-2-660 et seq., Student Data Privacy, Accessibility, and Transparency Act
Hawaii	HI Rev. Stat. § 302A 499-500, Student Online Personal Information Protection Act ("SOPIPA")
Idaho	Idaho Code § 33-133, Student Data Accessibility, Transparency, and Accountability Act
Illinois	105 Ill. Comp. Stat. § 10, Illinois School Student Records Act ("ISSRA") 105 Ill. Comp. Stat. § 85, Student Online Personal Protection Act ("SOPPA")
Iowa	IA Code § 279.70, Student Online Personal Information Protection Act ("SOPIPA")
Kansas	Kan. Stat. § 72.6331 *et seq.*, Student Online Personal Protection Act ("SOPPA")
Kentucky	Ky. Rev Stat § 365.734
Louisiana	La. Rev. Stat. § 17:3914, Student Information Privacy Act ("SIPA") La. Rev. Stat. § 51:3071 *et seq.*
Maine	Me. Rev. Stat. tit. 20 § 951 *et seq.*, the Student Information Privacy Act ("SIPA")
Maryland	MD Educ. Code § 4-131
Massachusetts	603 Code Mass. Regs. 23.00, Student Records Mass. Gen. Laws ch. 71, §§ 34D - 34H
Michigan	Mich. Comp. Laws §§ 388.1291 – 388.1295, Student Online Personal Protection Act ("SOPPA")
Minnesota	Minn. Stat. § 13.32, Student Data Privacy Act
Missouri	Mo. Rev. Stat. § 161.096, Student Data Privacy Act
Montana	MCA § 20-7-1325
Nebraska	NE Code § 79-2,153 – 79-2,155, Student Online Personal Protection Act ("SOPPA")
Nevada	NV Rev Stat §§ 388.281 – 388.296
New Hampshire	NH Rev. Stat. § 189:1-e NH Rev. Stat. §§ 189:65 – 189:68-a
New Jersey	N.J. Stat. §§ 56.8-215 – 56.8-220
New York	N.Y. Ed. Law § 2-d

North Carolina	N.C. Gen. Stat. § 115C-401.2, Student Online Privacy Protection Act ("SOPPA")
Ohio	Ohio Student Records Privacy Act, R.C. § 3319.321
Oklahoma	70 O.S. § 3-168, Student Data Accessibility, Transparency, and Accountability Act of 2013
Oregon	Or. Rev. Stat. § 336.184, Oregon Student Information Protection Act ("OSIPA") Or. Rev. Stat. § 326.565, *et seq.*
Rhode Island	R.I. Gen. Laws § 16-104-1
South Carolina	S.C. Code Ann. § 59-1-490, Student Data Transparency and Security Act
Tennessee	Tenn. Code Ann. § 49-1-708, Student Online Personal Protection Act ("SOPPA")
Texas	Tex. Ed. Code ch. 32 §§ 151-157
Utah	Utah Code § 53E-9-301 *et seq.*
Virginia	Va. Code § 22.1-289.01
Washington	Wash. Rev. Code § 19.255.010 Wash. Rev. Code § 28A.604 *et seq.*, Student User Privacy in Education Rights ("SUPER") Act Wash. Rev. Code § 42.56.590
West Virginia	W. Va. Code § 18-2-5h, Student Data Accessibility, Transparency, and Accountability Act
Wisconsin	Wis. Stat. § 118.125 Wis. Stat. § 134.98

[Remainder of page intentionally left blank.]

EXHIBIT "B"
TO
DATA PRIVACY ADDENDUM

SCHEDULE OF DATA

Category of Data	**Elements**	**Check ("X") indicates potential use in Services**
Application Technology Meta Data	IP Addresses, Use of cookies etc.	X
	Other application technology meta data: N/A	
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	X
	Observation data	
	Other assessment data (specify): *Student Personality & Career Assessments*	X
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	X
	Place of Birth	
	Sex and/or Gender	X
	Ethnicity and/or Race	X
	Language information (native or primary language spoken by student)	
	Other demographic information: N/A	
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	
	Guidance counselor	X
	Specific curriculum programs	
	Year of graduation	X
	Other enrollment information: N/A	
Guardian / Parent Contact Information	Address	X
	Email	X
	Phone	X
Guardian / Parent ID	Parent ID number (created to link parents to students)	X
Guardian / Parent Name	First and/or Last	X
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts	
	Student disability information	

Category of Data	Elements	Check ("X") indicates potential use in Services
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information(specify): "*First Generation" student status*	X
Student Contact Information	Address	X
	Email	X
	Phone	X
Student Identifiers	Local (School district) ID number	X
	State ID number	
	Vendor/App assigned student ID No.	X
	Student app username	X
	Student app passwords	
Student Name	First and/or Last	X
Student In-App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	X
Student Survey Responses	Student responses to surveys or questionnaires	X
Student work	Student-generated content; writing, pictures etc.	X
	Other student work data: N/A	
Transcript	Student course grades	X
	Student course data	
	Student course grades/performance scores	X
	Other transcript data: *entire official transcript document*	X
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data: N/A	
Other	Please list each additional data element used, stored, or collected by your application: N/A	

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KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of July, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-414

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 6/25/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

SCOIR Quote (Renewal)

- Cloud-based career exploration, discovery, and guidance management solution

Cost to Knox County Schools

$31,677.60

Description and Type of Funding Source

Secondary Counseling Budget

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

RLA-18662 **8.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
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 Contract No. 26-451 related to School Safety.
(Schools)

Attachments

No file(s) attached.

RLA-18663 **9.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
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 Tennessee Department of Education Fiscal Year 2027 Preschool Access for All Network Grant in the amount of $60,000.00.
(Schools)

Attachments

Detail
Fiscal Note

Knox County (470) Public District - FY 2027 - Preschool Access for All Network - Rev 0 - History Log

Attention Needed	Date	User	Status (S)/Comment (C)	S/C
	6/9/2026 1:01:39 PM	Shelley Jenkins	Status changed to 'Draft Started'.	S
	3/16/2026 9:25:46 AM	Maryanne Durski	Status changed to 'Not Started'.	S

Knox County (470) Public District - FY 2027 - Preschool Access for All Network - Rev 0 - Allocations

Allocation Type	(1) Preschool AALN Cohort 5	(2) Preschool AALN Cohort 6	(3) Preschool Access for All Network Cohort 7	Total
Original	$0.00	$60,000.00	$0.00	$60,000.00
Incoming Carryover	$0.00	$0.00	$0.00	$0.00
Outgoing Carryover	$0.00	$0.00	$0.00	$0.00
Reallocated	$0.00	$0.00	$0.00	$0.00
Additional	$0.00	$0.00	$0.00	$0.00
Released	$0.00	$0.00	$0.00	$0.00
Consortium	$0.00	$0.00	$0.00	$0.00
Forfeited	$0.00	$0.00	$0.00	$0.00
FER Released	$0.00	$0.00	$0.00	$0.00
Total	$0.00	$60,000.00	$0.00	$60,000.00

Overview

Knox County (470) Public District - FY 2027 - Preschool Access for All Network - Rev 0 - Allocations

User Access

The *IDEA Discretionary (including Preschool) Director* role can be assigned by the district user access administrators or the ePlan.Help@tn.gov team.

Click here to access the LEA user access form.

Workflow and Notifications

Not Started	The application cannot be edited until the draft is started. *LEA IDEA Discretionary (including Preschool) Director, LEA Fiscal Representative,* or *LEA Authorized Representative* roles can move the application into *Draft Started* status.
Draft Started	*IDEA Discretionary (including Preschool) Director, LEA Fiscal Representative,* or *LEA Authorized Representative* roles can edit the application in the *Draft Started* status (or *Revision Started* for revisions).
Draft Completed	The *IDEA Discretionary (including Preschool) Director* role can click *Draft Completed* (or *Revision Completed for revisions).*
LEA Fiscal Representative Approved or Not Approved	The *LEA Fiscal Representative* can click *Approved* or *Not Approved.*
LEA Authorized Representative Approved or Not Approved	The *LEA Authorized Representative* can click *Approved* or *Not Approved.*
TDOE IDEA Discretionary Consultant Reviewed or Returned	The *TDOE IDEA Discretionary Consultant* can click *Reviewed* or *Returned.*
TDOE IDEA Discretionary Director Approved or Not Approved	The *TDOE IDEA Discretionary Director* can click *Approved* or *Not Approved.*

Reimbursement Requests

LEAs can complete reimbursement requests after the *TDOE IDEA Discretionary Director* has approved the application.

Click here to access the how to submit a reimbursement request document.

Resources

AALN EC Guidance Document

TDOE Contacts

TDOE IDEA Discretionary Consultant	

Fiscal Consultant	
Single Sign On (SSO)	DT.Support@tn.gov

Cover Page

Knox County (470) Public District - FY 2027 - Preschool Access for All Network - Rev 0 - Allocations

* LEA ID#	* LEA Name
470	KNOX COUNTY SCHOOLS

LEA Official Address

* Street	* City	* Zip Code
400 W. SUMMIT HILL DRIVE	KNOXVILLE	37902
* Phone	* LEA Website	
865-594-1800	WWW.KNOXSCHOOLS.ORG	

Director of Schools

* Name	* Email	* Phone
DR. JON RYSEWYK	SUPERINTENDENT@KNOXSCHOOLS.ORG	865-594-1620

AALN Preschool Point of Contact

* Name	* Email	* Phone
Shelli Eberle	shelli.eberle@knoxschools.org	865-660-3298

*** UEI Number**
QCB4DPK11ZH5

* 1. Was your district previously enrolled within the EC AALN for FY26?
Yes

* 2. Which EC AALN grant will your district be applying for in FY27:

- ○ Year 1 Mini-Grant for Cohort 7.0
- ◉ Year 2 Mini-Grant for Cohort 6.0
- ○ Year 3 Mini-Grant for Cohort 5.0

District Leadership Team Members and Titles

Team Member	Name	Title

General Education Representative	* DR. BETH LACKEY	* EARLY CHILDHOOD DIRECTOR
Special Education Representative	* SHELLI EBERLE	* SPECIAL EDUCATION SUPERVISOR
Other		

District FFY 2024 (2024-2025) APR Indicator Performance Data:

Indicator 6: LRE (Ages 3 through 5 Not in K)	* 74.08%
Indicator 7: Early Childhood Outcomes	
Part A, S1-Social-emotional skills	* 92.17%
Part B, S1-Acquisition of knowledge and skills	* 95.19%
Part C, S1-Appropriate behaviors	* 94.46%
Indicator 12: Part C to Part B Transition	* 73.77%

Number of Students with Disabilities in District by Age		
Three-Year-Olds	Four-Year-Olds	Five-Year-Olds (Not in Kindergarten)
* 151.00	* 303.00	* 154.00

Resources

AALN EC Guidance Document

Program Details

Knox County (470) Public District - FY 2027 - Preschool Access for All Network - Rev 0 - Allocations

1. What is your district's vision for preschool inclusion?	TDOE Review	TDOE Comments
* All KCS Preschool children have a right to high - quality early education experiences which support healthy cognitive, physical, and social-emotional development. We are committed to providing our students with learning experiences that prepare them for success regardless of cultural background, socio-economic status, native language, or learning differences. Our mission is for all children in our Knox County preschools to Thrive by Five!	Select...	

2. Long-Term Goal to Achieve by the End of the Preschool AALN Cohort	TDOE Review	TDOE Comments
* Increase the number of students with disabilities fully participating and receiving special education services in their VPK or Title 1 placement by at least 20% by utilizing the full continuum of preschool services available in Knox County Schools. KCS currently offers a full continuum of preschool services; however, increasing the opportunities for direct services by a licensed special education teacher in VPK and Title 1 will support the increase of students able to fully participate in their general education placement without the need for services in a separate location. This goal will be measured by analyzing the number of students with disabilities participating fully in VPK and Title 1 in 2025-26 vs. 2027-2028 school years.	Select...	

3. Annual Goal to Make Progress towards Long Term Goal	TDOE Review	TDOE Comments
* By June 30 2027, Knox County Schools will: 1: Increase APR Indicator 6: LRE (Ages 3-5 not in K) from 69.34% to at least 78% by increasing the utilization of the full continuum of preschool services and related services in the general education setting as measured by the APR Indicator 6: LRE. 2: Utilize State SPED Preschool Grant funding to hire a special education certified itinerant teacher and special education teaching assistants to provide direct services to VPK, Title 1 and Head Start students in their general education setting. 3. Increase content knowledge and depth of understanding on early childhood best practices specifically for SWD by providing targeted, ongoing training for all KCS preschool staff as measured by CLASS observation data and a pre/post survey to all certified teachers. 4: Maintain the number of students (303 of 1607 as of June 5, 2026) with disabilities applying for VPK and Title 1 for the 2027-28 school year to ensure all students with varying needs have access to general education settings they qualify for. 5: Use 2025-26 CLASS Observation data to make informed purchases to support high quality classroom environments across all preschool funding sources to impact an increase in the average score on the CLASS Environment indicators related to the specific materials.	Select...	

4. Objectives to Make Progress towards Annual Goal	TDOE Review	TDOE Comments
* Conduct Monthly Walkthroughs utilizing the CLASS Evaluation Tool and Preschool IPG Tool (A3) Person Responsible: Coaches, CLASS Certified Staff, RAC Timeline: 9/1/25-5/15/25	Select...	
* Review ED Environment Data to ensure special education services and placements are documented accurately in TN Pulse. Person Responsible: Shelli Eberle, Richard Baughman, Jenny Reed Timeline: Quarterly	Select...	
* Monthly CORE Preschool Meetings will be held the third Wednesday of each month to ensure all Preschool leadership and support staff are aligned and provide cohesive, meaningful support to teachers and staff. Person Responsible: CORE Preschool Team (Early Childhood Director, Special Education PreK Supervisor, Instructional Coaches, Special Education Facilitators/Specialists, Autism and Behavior Support Staff Timeline: 3rd Wednesday of every month	Select...	
* Pending funding from State SPED Preschool Grant, we will hire support staff (certified teacher and TAs) to provide direct services in the VPK, Title 1, and Head Start settings. Person Responsible: Shelli Eberle Timeline: August 2027	Select...	
* Purchase high quality instructional support items identified as areas of need based on IPG and CLASS walkthroughs. Identified areas include multicultural, music, dance and movement, and nature. Person Responsible: Beth Lackey and Shelli Eberle Timeline: December 2027	Select...	
* Increase the percentage of related services provided in the general education setting to 78% by exploring integrated service models, strategic grouping, and collaborative planning between gen ed and sped staff. Person Responsible: Shelli Eberle, Rachael Parsons Timeline: May 2027	Select...	
* Create an IEP Meeting Audit form and an IEP Audit form to monitor and improve the quality of both IEP meetings and the written IEP. Person Responsible: Shelli Eberle, Mandy Dye, Jennifer Calloway Timeline: May 2027	Select...	
* SDI Specific ongoing trainings for all (SPED and Gen Ed) teachers to improve the accuracy of documented sped services across all settings as measured by IAIEP rubric and KCS created IEP Audit Rubric. Person Responsible: Shelli Eberle, Mandy Dye, Rachael Parsons Timeline: May 2027	Select...	
* Implement use of daily communication log for preverbal students Person Responsible: Rachel Simmons Timeline: December 2026 and May 2027	Select...	
* Collaborative PLCs for SPED and Gen Ed teachers not in stand alone preschools Person Responsible: Beth Lackey, Sarah Kee, Karri Armstrong Timeline: Monthly from August 2026 - May 2027	Select...	

Resources

AALN EC Guidance Document

Knox County (470) Public District - FY 2027 - Preschool Access for All Network - Rev 0 - Allocations

FY27 Preschool Access for All Learning Grant Assurances

An authorized Grantee representative must sign below to indicate approval of the contents of the Grantee application and these Assurances for the Preschool AALN Grants (FY27).

The undersigned authorized representative accepts the grant award on behalf of the identified school ("Grantee"). These Assurances, together with the grant application information and Application Assurances submitted by the Grantee, constitute the "Grant Contract" with the State of Tennessee, Department of Education ("TDOE" or "the State").

☑ The Grantee hereby agrees to the following Assurances:

1.	The Grantee shall use discretionary grant funds only for the benefit of preschool students with identified disabilities who are eligible for or are receiving special education services.	
2.	The Grantee understands that grants are funded for one year only, July 1, 2026 - June 30, 2027, and that grantees must reapply annually if continued funding is available and desired.	
3.	The Grantee intends to continue this program if proven successful when discretionary grant funds are no longer available.	
4.	The Grantee is not currently able to fund this program through other resources such as the IDEA Part B allocation.	
5.	The Grantee shall set up Grant funds in a federal IDEA sub-fund on or before July 1, 2026. The Grantee's grant budget shall not deviate from the State-approved budget. The Grantee shall properly code Grant expenditures to the appropriate federal sub- fund (See TDOE Federal Spending Guide-Preschool).	
6.	Expenditures for approved line items shall not deviate from the Grant budget by greater than 10 percent.	
7.	Encumbrances/expenditures shall not be made for any line item, personnel, or equipment which has not been approved in the Grant budget.	
8.	The Grantee shall carry out Grant activities as specified in the approved application. The Grantee shall comply with the Preschool Guidance Document provided by the State, incorporated herein by reference.	Click here to see the AALN Preschool guidance document.
9.	Funds provided under this grant, as funded by IDEA, shall be used to pay the excess cost of providing special education and related services to children with disabilities; shall be used to supplement the State, Local, and Federal funds and NOT to supplant such funds	
10.	The Grantee shall provide a time and space for scheduled professional development activities within the local education agency (LEA) including in-person training, virtual training, and Communities of Practice (CoPs) for three school years, beginning June 2026.	
11.	The Grantee agrees that the LEA will commit to forming an Inclusion Leadership Team (ILT) to have informed discussions and make planning decisions around program quality and inclusion for children ages 3-5, not in kindergarten. In addition to the special education supervisor and LEA general education/VPK representative, LEAs should consider also inviting the local Head Start director, general education/VPK early childhood teacher, special education early childhood teacher, related service provider, building administrator, and/or the LEA superintendent as team members. Each ILT shall have a minimum of two LEA leaders.	

12.	The Grantee agrees that the LEA will commit to sending LEA leaders, educators, paraprofessionals, and related service providers to designated in-person and/or virtual training events. This includes sending a LEA general education and a special education representative to participate in at least six monthly virtual Communities of Practice and at least eight monthly ILT meetings.
13.	The Grantee agrees that the LEA ILT will complete the capacity assessment provided by the Preschool Access for All team by May 31, 2026.
14.	The Grantee shall develop and begin implementation of an ILT and a strategic plan with the support of the Early Childhood Access for All team by July 31, 2026. The Grantee further agrees the LEA team will revisit and make necessary revisions to the strategic plan at least quarterly for the duration of the Preschool AALN cohort.
15.	The Grantee agrees to to increase access to integrated services in regular education settings for LEA preschool children with disabilities which may include but is not limited to itinerant service delivery models to enable children to receive services in community settings such as Head Start, private child care, and family childcare homes and increased enrollment of income-eligible children with disabilities in Voluntary Pre-K or other programs
16.	The Grantee agrees to partner with state and regional personnel to observe preschool classrooms serving children with disabilities to identify areas of need for increasing inclusive practices and improving classroom quality, using the Preschool AALN provided observation tool. The LEA will conduct at least six-monthly walkthroughs alongside Preschool AALN staff to ensure implementation of quality early childhood practices.
17.	The Grantee agrees to join the Early Childhood Regional Access Coach as they conduct the CLASS Environment evaluation with all Pre-K teachers to measure the quality of Pre-K classroom environments within their LEA by May 31, 2026.
18.	The Grantee agrees to use the funds allocated through this Grant for the sole purpose of purchasing instructional materials, supplies, equipment, and professional development to increase access to high-quality inclusive environments and instruction for preschool children with disabilities. All purchasing decisions will be informed by data collected in partnership with the Preschool AALN team and initial budgets shall be submitted by September 30, 2026.
19.	The Grantee agrees to draw down funds monthly to demonstrate effort towards continuous quality improvement of the quality of environments and instruction in classrooms serving preschool children with disabilities.
20.	The Grantee agrees to complete and submit a mid-year and end of year report of progress towards completion of grant activities and goals. This will be housed in ePlan.
21.	The grantee agrees to complete all Preschool AALN activities including participating in coaching and observations with Early Childhood Regional Access Coaches and engaging in strategic planning to create additional inclusive opportunities for preschool students with disabilities. Incomplete activities may result in denial for future year participation in this opportunity.
22.	The Grantee understands if all Grant funds are not allocated for items that provide increased access to high-quality inclusive environments for preschool children with disabilities, the LEA may be denied access into subsequent years of the grant opportunity and/or required to return Preschool AALN mini-grant funds.

The grantee agrees to complete all EC AALN activities including participating in coaching and observations with Regional Access Coaches and engaging in strategic planning to create additional inclusive opportunities for preschool students. Incomplete activities may result in denial for future year participation in this opportunity.

In addition, if all mini-grant funds are not allocated for items that provide increased access to high-quality inclusive environments for preschool children with disabilities, the district may be denied access into subsequent years of the grant opportunity and/or required to return EC AALN mini-grant funds.

State of Tennessee Assurances

☑ * The LEA has attached a signed copy of the full assurances in the related document assurance link found below.

Documents		
Type	**Document Template**	**Document/Link**
(FY27 Preschool Access for All Network) Assurances [Upload at least 1 document(s)]	(FY27 Preschool Access for All Network) Assurances	Signed AALN Assurances

Budget

Knox County (470) Public District - FY 2027 - Preschool Access for All Network - Rev 0 - Preschool Access for All Network Cohort 6

Account Number		Total
71200 - Special Education Program		$60,000.00
72220 - Support Services/Special Education Program		$0.00
	Total	$60,000.00
	Adjusted Allocation	$60,000.00
	Remaining	$0.00

Budget Detail

Knox County (470) Public District - FY 2027 - Preschool Access for All Network - Rev 0 - Preschool Access for All Network Cohort 6

71200 - Special Education Program - $60,000.00

Budget Detail		Narrative Description
Account Number:	71200 - Special Education Program	To pay stipends for Collaborative group consisting of gen ed, special ed, SLPs and instructional coaches to develop high quality, differentiated questioning connected to C4L Read Alouds to improve inclusive opportunities for all students to have access to participate during large group instruction.
Line Item Number:	189 - Other Salaries & Wages	
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	
Cost:	$6,400.00	
Line Item Total:	$6,400.00	
Account Number:	71200 - Special Education Program	To pay fringe benefits for listed stipends.
Line Item Number:	201 - Social Security	
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	
Cost:	$489.60	
Line Item Total:	$489.60	
Account Number:	71200 - Special Education Program	To pay fringe benefits for listed stipends.
Line Item Number:	204 - State Retirement	
Optional Program		

Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$527.88
Line Item Total:	$527.88

Account Number:	71200 - Special Education Program
Line Item Number:	429 - Instructional Supplies & Materials
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$52,582.52
Line Item Total:	$52,582.52

FUNDS WILL BE USED TO PURCHASE ITEMS CONNECTED TO CLASS RUBRIC IDENTIFIED IN THE 25-26 SCHOOL YEAR INCLUDING BUT NOT LIMITED TO MULTICULTURAL FOOD COLLECTION, BRANCH BLOCKS AND NATURE ITEMS, MUSIC & MOVEMENT MATERIALS WITH STORAGE TUBS INCLUDING MUSICAL RINGS, JINGLE BELLS, RHYTHM SETS, SCARVES, RHYTHM STICKS, PEG PUZZLES, "PUT IT" TOYS, LIVE CATERPILLARS AND PLANTING ITEMS SUCH AS DIRT, SEEDS, WATERING CANS, LIFE CYCLE MATERIALS, AND RECORDABLE COMMUNICATION BUTTONS TO SUPPORT COMMUNICATION OPPORTUNITIES FOR STUDENTS WITH LIMITED VERBAL OUTPUT DURING LEARNING CENTER ROTATIONS.

Total for 71200 - Special Education Program:	$60,000.00
Total for all other Account Numbers:	$0.00
Total for all Account Numbers:	$60,000.00
Adjusted Allocation:	$60,000.00
Remaining:	$0.00

Budget Overview

Knox County (470) Public District - FY 2027 - Preschool Access for All Network - Rev 0 - Preschool Access for All Network Cohort 6

Filter by Location: All - $60,000.00

Account Number Line Item Number	71200 - Special Education Program	Total
189 - Other Salaries & Wages	6,400.00 +$6,400.00	6,400.00 +$6,400.00
201 - Social Security	489.60 +$489.60	489.60 +$489.60
204 - State Retirement	527.88 +$527.88	527.88 +$527.88
429 - Instructional Supplies & Materials	52,582.52 +$52,582.52	52,582.52 +$52,582.52
Total	60,000.00 +$60,000.00	60,000.00 +$60,000.00
	Adjusted Allocation	60,000.00
	Remaining	0.00

Related Documents

Knox County (470) Public District - FY 2027 - Preschool Access for All Network - Rev 0 - Preschool Access for All Network Cohort 6

Required Documents

This page is currently not accepting Related Documents.

Knox County (470) Public District - FY 2027 - Preschool Access for All Network - Rev 0 - Preschool Access for All Network Checklist

This checklist is a means of communication between TDOE and LEAs regarding the allowability and allocability of the items submitted in the funding application. Please follow the steps below to ensure that the funding application contains items that are in compliance with program requirements.

- After the LEA submits the application, TDOE will review the application and mark each section as OK, Not Applicable, or Attention Needed. If the application contains no items that are marked as Attention Needed, the application will be approved.
- If the application contains items that are marked as Attention Needed, the application will be returned to the LEA with a status of not approved. The LEA will review the checklist for items that are marked Attention Needed and make the necessary changes to those items. Only the checked items in the sections marked Attention Needed are to be corrected and/or explained. Each section marked Attention Needed also has a place where TDOE may provide notes to explain those items. The LEA should check for notes and additional comments.
- Once the LEA has made the necessary adjustments, the LEA will resubmit the application for approval. If TDOE determines that the item has been corrected, Attention Needed will be changed to OK by the TDOE Reviewer. If the items that were marked Attention Needed still have not been corrected, the application will be returned again to the LEA with a status of not approved.
- Applications that contain no items that are marked Attention Needed will be approved.

General Checklist Comment
No comments have been made at this time

Checklist Description (Collapse All Expand All)	
1. Allocations	Not Reviewed
1.01 Allocations	
2. Cover Page and Contacts	Not Reviewed
2.01 Cover Page	
3. Program Details	Not Reviewed
3.01 Program Details	
4. Budgets and Narratives	Not Reviewed
4.01 Budget & Budget Narratives	
5. Assurances	Not Reviewed
5.01 Assurances	

Knox County (470) Public District - FY 2027 - Preschool Access for All Network - Rev 0 - New Applicant Summary

There are no new applicants.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of July, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-421

APPROVED AS TO LEGAL FORM only, not substance

_____

Gary Dupler, Deputy Law Director

Date: 6/29/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approval of Preschool All Access Network Grant - Each account number and line number has a Narrative Description, including a comprehensive explanation for the funding amount and how the dollars will be utilized. The "Cost" and "Line Item" offset themselves.

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-18664 **10.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
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 Tennessee Department of Education Fiscal Year 2027 Turnaround Program Grants in the total amount of $250,000.00 for Green Magnet Academy and Northwest Middle School.
(Schools)

Attachments

Detail

Fiscal Note

KCS KNOX COUNTY SCHOOLS

Routing Forms

Contract Number: 26-440
Agenda Month: July 2026
Publishing Deadline: 7/1/2026

Approval Information

Approval Status
CO Review

General Information

Requestor
LAURA DENTON

School or Department Originating Action *
Project Management

Request Type
Board

Direct Supervisor Approval (LAURA DENTON)
Approved

Description

Approve receipt of Tennessee Department of Education FY27 School Turnaround Program funding in the amount of $125,000 each for Green Magnet Academy and Northwest Middle School.

NOTE:
Grant documentation is pending ePlan's July 1 rollover and will be shared immediately upon availability.
NWMS began with STP in FY26; FY27 is a continuation of that work with Catapult (vendor contract approved 1/8/26).
GMA was named an STP school beginning in FY27. This is their first STP Grant.

File Attachment 1 Edit Attachments

Approvals

Send Reminders

Add	Name	Job Description	Status	Comment	File	Date

Add Approvers

Add	Name	Job Description	Status	Comment	File	Date
☑	Keith Wilson	Assistant Superintendent of Academics	Waiting			06/29/2026
☑	Kori Lautner	Assistant Superintendent of Strategy	Waiting			06/29/2026

Law Department Signature
Gary Dyer

Notes
Board is accepting grant with this document. No knowledge as to terms in ePlan but will be bound by whatever the State dictates.

Approved as to Legal Form
6/30/2026 (see note)

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of Tennessee Department of Education FY27 School Turnaround Program funding in the amount of $125,000 each for Green Magnet Academy and Northwest Middle School.

NOTE:
Grant documentation is pending ePlan's July 1 rollover and will be shared immediately upon availability.
NWMS began with STP in FY26; FY27 is a continuation of that work with Catapult (vendor contract approved 1/8/26).
GMA was named an STP school beginning in FY27. This is their first STP Grant.

Cost to Knox County Schools

$0

Description and Type of Funding Source

TDOE ($125,000 each in FY27)

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

Subject: School Turnaround Program
Date: Friday, January 30, 2026 at 12:36:06 PM Eastern Standard Time
From: Robin Copp
To: JON RYSEWYK, LAURA DENTON, KARRI HOBBY
CC: Beth Reynolds
Attachments: image001.png

Hello Knox County Team,

I hope this message finds you well.

I am pleased to inform you that Green Magnet Academy has been approved to participate in Tennessee's School Turnaround Program- Cohort 2, as established by **Public Chapter 525**. This opportunity reflects the department's commitment to supporting priority schools through targeted, high-impact strategies aimed at improving student outcomes.

As part of this program, your district will receive:

- Grant funds to partner with an approved turnaround expert
- Tailored technical assistance from the department
- Support in planning, monitoring, and implementing evidence-based turnaround strategies
- Access to grants management guidance and resources

We recognize the dedication of your educators and leadership team, and we look forward to partnering with you to ensure the success of this initiative.

Please feel free to contact me or Beth Reynolds with any questions or if you need additional information.

Best,
Robin

TN Department of Education
Robin Copp | Assistant Commissioner
Division of School Turnaround
Andrew Johnson Tower, 9th Floor
710 James Robertson Parkway, Nashville, TN 37243
615-892-0042
Robin.copp@tn.gov
tn.gov/education

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of July, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-440

APPROVED AS TO LEGAL FORM, with notations

_____

Gary Dupler, Deputy Law Director

Date: 6/30/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of Tennessee Department of Education FY27 School Turnaround Program funding in the amount of $125,000 each for Green Magnet Academy and Northwest Middle School.

NOTE:
Grant documentation is pending ePlan's July 1 rollover and will be shared immediately upon availability.
NWMS began with STP in FY26; FY27 is a continuation of that work with Catapult (vendor contract approved 1/8/26).
GMA was named an STP school beginning in FY27. This is their first STP Grant.

Cost to Knox County Schools

$0

Description and Type of Funding Source

TDOE ($125,000 each in FY27)

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

RLA-18665 **11.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
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 $40,273.00.
(Schools)

Attachments

Grant/Donation Listing

1-Bearden High School Foundation Donation

KNOX COUNTY SCHOOLS
Grant and Donation Listing
July 2026

No.	Grantor/Donor	School/Program/ Dept Benefitted	Designation	Matching Funds	Personnel Funded	Amount
1	Bearden High School Foundation	Bearden High School	Resurfacing of Tennis Courts, Renovating Fencing, and Installation of Basketball Goal	N/A	N/A	$40,273.00
			TOTAL AMOUNT			$40,273.00

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Bearden High School would like to resurface the existing tennis courts on campus to improve use for school. The courts will be resurfaced and repainted, adding lines for pickleball courts. These courts will be used by the PE department with portable nets and the existing tennis functionality will be restored. One basketball goal will also be added as requested by the school, as a previous goal was utilized by the special education department for their classes. The area arounds the courts will be cleaned and the fencing will be updated as per contract.

Baseline Sports Construction, LLC will be used to complete the work through their current term bid contract with Knox County.

Cost to Knox County Schools

$0

Description and Type of Funding Source

Bearden Foundation Donated Funds

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

TO: **Doug Shover**
Director of New Facilities and Construction

FROM: **Debbie Sayers**

DATE: **06/04/2026**

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	**Bearden High School Tennis Courts**
Requested By:	**Bearden Foundation**
Approved By: (School Principal)	Debbie Sayers
Phone	**865-539-7800 or 865-300-3344**
Nature of the Project	
Cost of the Project	**$40,273**
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.	**BHS Foundation**
Cost to Knox County Schools	**$0**

KNOX COUNTY BOARD OF EDUCATION

INTERNAL SCHOOL FUNDS
PURCHASE APPROVAL REQUEST

1) School Bearden High School Date 06/03/2026

2) Item(s) to be Purchased (Note 1)
1) Cleaning, crackfilling, and resurfacing the tennis courts
2) Renovating fencing
3) Providing new basketball goal
4) Maintaining existing tennis new systems
Attach additional page(s) as necessary

3) Purchase Amount (Note 2) $ 40,273.00

4) Vendor Baseline Sports Construction, LLC

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	Bearden Foundation	Account Number	913949	Amount $	40,273.00
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.

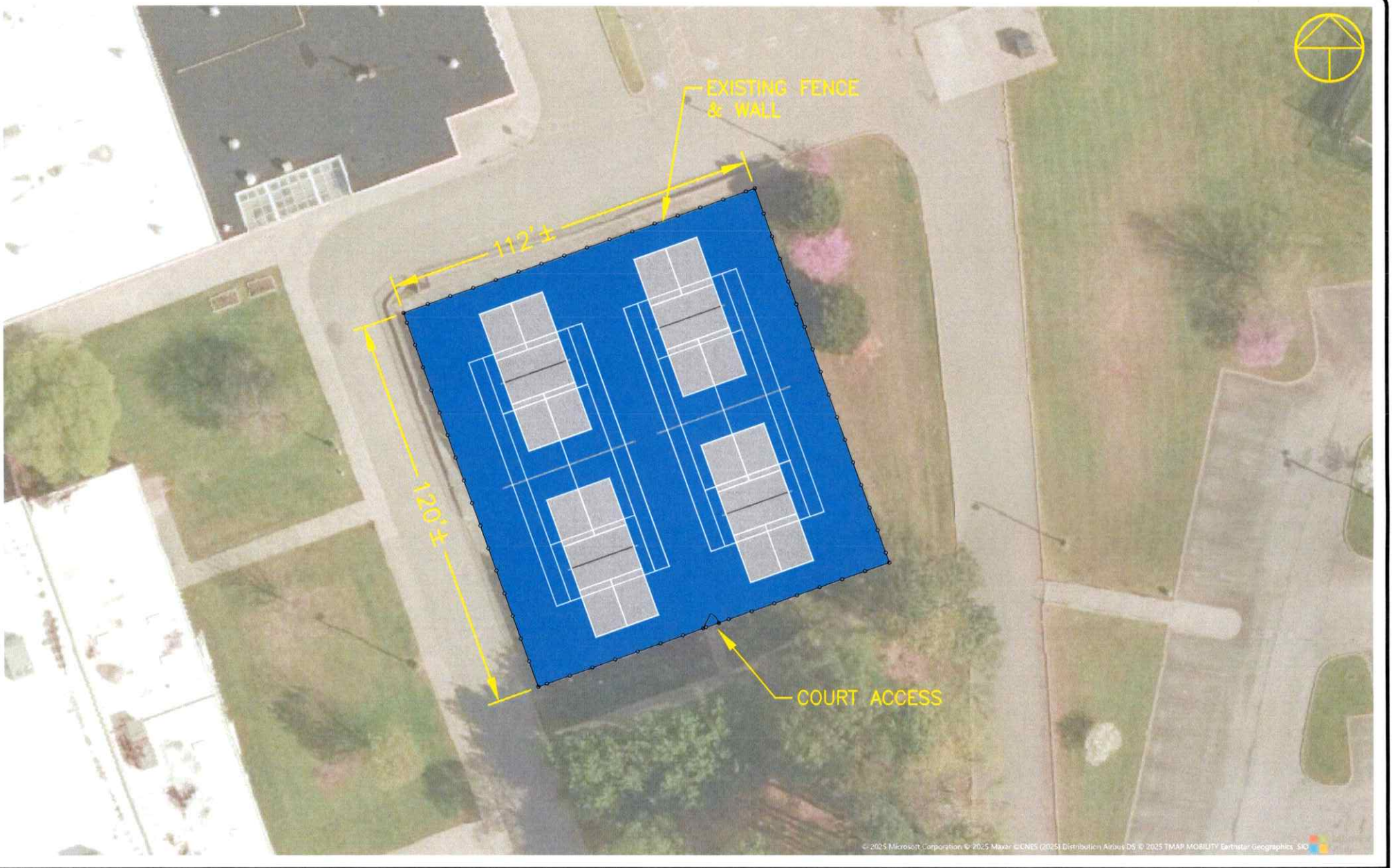
Signed: Debbie Sayers

Principal: Debbie Sayers

Date: 06/03/2026

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.



TENNIS/PICKLEBALL OPTION

PROJECT: BEARDEN HIGH SCHOOL
EXISTING TENNIS COURTS

LOCATION: KNOXVILLE, TENNESSEE

SCALE: 1" = 40'

DATE: SEPTEMBER 2025

40' 0 20' 40'

BASELINE
SPORTS CONSTRUCTION
INFO@BASELINELLC.COM
PHONE: 865-588-4320
3600 HENSON ROAD
KNOXVILLE, TN 37921



BEARDEN HIGHSCHOOL TENNIS COURTS

9352 KINGSTON PIKE
KNOXVILLE, TN 37919

KNOX COUNTY GOVERNMENT

AND

BASELINE SPORTS CONSTRUCTION, LLC

This Contract made and entered into this 16th day of December, 2024 by and between **Knox County Government** through its governing body and authorized representative, hereinafter referred to as "**Knox County" and Baseline Sports Construction, LLC** hereinafter referred to as **"Contractor."**

Whereas, County requested sealed bids for the provision of Tennis Court Services for Knox County Government, (Invitation for Bid 3597);

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

2. **Payment.** Knox County shall pay Contractor the amount as agreed upon in Knox County's Invitation for Bid 3597 for Tennis Court Services as follows:

See Attachment "B" Contractor's Written Response to Invitation for Bid 3597

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 Tennis Court 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 Tennis Court Services as detailed herein, Knox County will communicate the **problem(s) to the Contractor** verbally and keep a written record as to what the problem(s) are and when the contractor was contacted. **The Contractor shall have 72**

hours to rectify the problems. If the same or other problems persist or reoccur, Knox County may terminate the contract.

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

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

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

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

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

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

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

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

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

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

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

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

20. **Delivery.** Contractor shall render Tennis Court 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 3597
b. Contractor's Written Response to Invitation for Bid 3597

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 5th **Day of** December **, 2024, as reflected in its minutes, and certified by its Chairperson.**

Betsy Henderson
BOARD CHAIR – Signature

Betsy Henderson
BOARD CHAIR – Printed Name

Date 12/5/2024

Approved by
Knox County Board of Education
12/5/2024

KNOX COUNTY GOVERNMENT

MAYOR – Signature

Glenn Jacobs
MAYOR – Printed Name

Date 12/11/24

KNOX COUNTY LAW DIRECTOR

CONTRACT #: 24-834
APPROVED AS TO LEGAL FORM

Law Director's Office – Signature

Gary Dupler
Law Director's Office – Printed Name

Date 11/21/2024

KNOX COUNTY, TENNESSEE

BASELINE SPORTS CONSTRUCTION, LLC

John W. Ferguson
AUTHORIZED SIGNATURE

John W. Ferguson
PRINTED NAME

DATE 12/16/24

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of July, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-417

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 6/30/2026

RLA-18718 **12.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026
Requested By:	Drucilla Stills, COUNTY COMMISSION
Department:	COUNTY MAYOR
Requires Expenditure of Funds:	Funded in Current Budget:
Appropriation Required:	

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, confirming the Knox County Mayor's reappointment of Rob Quillin as the Hearing Officer for violations associated with the Ordinance regulating Sexually Oriented Businesses within Knox County. *(County Mayor)*

Attachments

No file(s) attached.

RLA-18477 **13.**

AGENDA COMMITTEE

Meeting Date: 08/05/2026

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: ENGINEERING AND PUBLIC WORKS

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, appointing/reappointing _____ to the Knox County Board of Construction Appeals. (Term expires December 31, 2032) **(DEFERRED FROM JULY AT REQUEST OF SPONSOR)** *(Previously Deferred from June to July at Request of Sponsor)* *(Engineering and Public Works)*

Attachments

Resolution

Public Notice

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPOINTING/REAPPOINTING _____ TO THE KNOX COUNTY BOARD OF CONSTRUCTION APPEALS. (TERM EXPIRES DECEMBER 31, 2032)

RESOLUTION: R-26-7-110

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, the term of Robert Houser on the Knox County Board of Construction Appeals expired on December 31, 2025; and

WHEREAS, Mr. Houser served in the seat of a member who is a registered design professional with structural engineering experience; and

WHEREAS, the Knox County Commission conducted an open and transparent process for the purpose of filling this vacancy on the Board of Construction Appeals, including publishing notice of the vacancy in a newspaper of general circulation and interviewing candidates interested in serving on the Board of Construction Appeals at a duly noticed public meeting.

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

The Knox County Commission hereby appoints/reappoints _____to the Knox County Board of Construction Appeals to serve a seven (7) year term expiring on December 31, 2032. _____ shall serve in the seat of a member who is a registered design professional with structural engineering experience.

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 Commission

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

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

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

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

NOTICE

TO: MEMBERS OF THE KNOX COUNTY COMMISSION
DEPARTMENTS, AGENCIES, AND NEWS MEDIA

FROM: COMMISSIONER GINA OSTER, MADAM CHAIR

DATE: MAY 11, 2026

The Knox County Commission shall receive letters and resumés/credentials from candidates seeking an appointment to one (1) vacancy on the Knox County Board of Construction Appeals, with a term to expire December 31, 2032. ***Candidate must be a registered design professional with structural engineering experience.*** Resumés should be submitted by mail, fax, e-mail or hand-delivered no later than ***Monday, June 8, 2026 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, June 15, 2026 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, June 22, 2026 at 5:00 p.m. in the Main Assembly Room of the City-County Building, 400 West Main Street.

RLA-18692 **14.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
Requested By:	Jan Miller, LIBRARY SYSTEM		
Department:	LIBRARY SYSTEM		
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, authorizing the acceptance of a grant award in the amount of $20,000.00 from the National Endowment for the Arts in support of the 2027 Children's Festival of Reading. (Requires a 1:1 match)
(Library)

Attachments

NEA Notice of Action

OFFICIAL NOTICE OF ACTION
National Endowment for the Arts

Action Taken: Award **Date of Action:** 6/8/2026 **Award Date:** 6/8/2026

FEDERAL AWARD INFORMATION

Federal Award ID Number (FAIN)	1949919-52-26
Award Recipient	County of Knox, Tennessee
Award Recipient Unique Entity Identifier	HLNTP7H1UCM7
Period of Performance	9/1/2026 - 6/30/2027
Budget Period	9/1/2026 - 6/30/2027
Assistance Listing Number/Title	45.024 Promotion of the Arts_Grants to Organizations and Individuals
Does the award support Research & Development?	No
Award Description	Purpose: To support the Children's Festival of Reading.
Grant Program and Office	Grants for Arts Projects, Literary Arts

AWARD AMOUNTS

Amount of Federal Funds Obligated by this Action	$20,000.00
Total Amount of Federal Funds Obligated	$20,000.00
Total Amount of the Federal Award	$20,000.00

RECIPIENT CONTACTS

Role	Name
Authorizing Official	Mrs. Myretta Black mblack@knoxlib.org
Grant Administrator	Mrs. Christina L Best cbest@knoxlib.org
Project Director	Mrs. Mary Pom Claiborne mclaiborne@knoxlib.org

REMARKS

1. COST SHARE: A non-federal cost share of 100% (1:1 cost share) is required unless otherwise indicated in the *Terms and Conditions/Important Information* document (20 USC § 954(e)).

2. The National Endowment for the Arts provides this award support pursuant to 20 USC §954-955.

3. ACCEPTANCE OF AWARD: Submission of a Payment Request constitutes your agreement to comply with all the terms and conditions of the award and indicates your acceptance of this award.

4. GENERAL TERMS AND CONDITIONS: This award is subject to the *General Terms and Conditions for Federal Financial Assistance Awards to Organizations* (GTCs), which outline the administrative requirements that apply to your award and your obligations as a recipient. **You are responsible for reviewing these GTCs; failure to comply may result in the disallowance of project expenditures and/or the reduction or withdrawal of National Endowment for the Arts support for your project.**

The administration of this award and the expenditure of award funds are subject to any specific terms and conditions of this award, which may be attached as additional pages of the award notification, the *Terms and Conditions/Important Information*, and the GTCs (as noted above).

The GTCs incorporate revisions to Title 2 of the Code of Federal Regulations (2 CFR) for all Federal Financial Assistance Awards issued on or after October 1, 2024 (89 FR 30046 April 22, 2024).

5. HOW TO MANAGE YOUR NEA AWARD HANDBOOK: The *How to Manage Your NEA Award Handbook* is a companion piece to the GTCs. It includes information about reporting requirements, requesting payment, changes to your project, and other important information.

6. All material can be found on our website at https://www.arts.gov/grants/manage-your-award.

7. CONTACT INFORMATION: Email: grants@arts.gov | Phone (202) 682-5403.

OFFICIAL NOTICE OF ACTION
National Endowment for the Arts

AWARDING OFFICIAL

Brenna Berger
Grants Officer (Director)

RLA-18676 **15.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026
Requested By:	Chris Sivyer, 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 Memorandum of Understanding with Knoxville Utility Board (KUB) to provide reimbursement to Knox County for the resurfacing of approximately 1047' of Oakvale Drive, 1996' of River Oak Drive, and 800' of Wye Way Lane.
(Engineering and Public Works)

Attachments

MOU

MEMORANDUM OF UNDERSTANDING
KNOX COUNTY, TENNESSEE AND KNOXVILLE UTILITIES BOARD

This Memorandum of Understanding is made and entered into by and between KNOX COUNTY, TENNESSEE ("Knox County"), a political subdivision of the State of Tennessee, a home rule public corporation and charter government, and Knoxville Utilities Board (KUB)

WHEREAS, Knoxville Utilities Board plans to perform utility work within the right of way of Oakvale Drive SW between Woodson Dr and River Oak Dr, River Oak Dr from Oakvale Dr SW to Wye Way Ln, and Wye Way Ln from River Oak Dr traveling west, with the project terminating +/-800' west of River Oak Dr, at the City of Knoxville boundary; and

WHEREAS, Knox County and the Knoxville Utilities Board agree that Knox County will repave approximately 1047' of Oakvale Dr SW between Woodson Dr and River Oak Dr, 1996' of River Oak Dr from Oakvale Dr SW to Wye Way Ln, and 800' of Wye Way Ln from River Oak Dr to the termination of the project +/- 800' west of River Oak Dr, at the City of Knoxville boundary, upon completion of the utility work performed by Knoxville Utilities Board; and

WHEREAS, Knoxville Utilities Board agrees to reimburse Knox County for the installed cost of the repaving project based on the monthly index adjustment per TDOT specifications within 30 days of invoice receipt.

NOW THEREFORE, Knoxville Utilities Board and Knox County agree as follows:

1. Knoxville Utilities Board plans to perform utility work within the right of way of Oakvale Dr SW between Woodson Dr and River Oak Dr, River Oak Dr from Oakvale Dr SW to Wye Way Ln, and Wye Way Ln from River Oak Dr to the termination of the project +/- 800' west of River Oak Dr, at the City of Knoxville boundary (the "Utility Work").
2. Upon completion of the Utility Work, Knoxville Utilities Board shall notify Knox County of completion.
3. Upon receipt of notice of completion from Knoxville Utilities Board, Knox County will repave 1047' of Oakvale Dr SW between Woodson Dr and River Oak Dr, 1996' of River Oak Dr from Oakvale Dr SW to Wye Way Ln, and 800' of Wye Way Ln from River Oak Dr to the termination of the project +/- 800' west of River Oak Dr, at the City of Knoxville boundary.
4. Knoxville Utilities Board agrees to reimburse Knox County for the installed cost of repaving the roadway segment based on the monthly index adjustment per TDOT specifications within 30 days of invoice receipt.
5. This Memorandum of Understanding 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 Memorandum of Understanding 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.

WHEREFORE, the parties have caused this memorandum of understanding to be executed as of the latest date signed below.

Knoxville Utilities Board

BY: _____

_____
PRINT NAME

_____
TITLE

KNOX COUNTY, TENNESSEE

BY: _____
GLENN JACOBS
Knox County Mayor

DATE: _____

RLA-18690 **16.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026
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 contracts with APAC-Atlantic, Inc., PRI Pavement Restorations, Inc., and Rogers Group, Inc. for the provision of Hot Mix Materials.
(Engineering and Public Works)

Attachments

APAC-Atlantic, Inc Contract

PRI Pavement Restorations, Inc. Contract

Rogers Group, Inc. Contract

Knox County Government

and

APAC-Atlantic, Inc.

This Contract, made and entered into this ____day of _____, 2026 between Knox County Government, hereinafter referred to as "County" and APAC-Atlantic, Inc., hereinafter referred to as "Contractor".

Whereas, County requested bids for Hot Mix Materials, (Invitation for Bids #3747) 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 County;

Whereas, Contractor agrees and undertakes to provide said services for County, as set forth in the Invitation for Bids, 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 and the Contractor's bid.

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 September 2026 and ends the 31st day of August 2027 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. Upon the mutual agreement of the Contractor and Knox County, the contract may be extended for four (4) additional one (1) year terms. This may result in a total of five (5) years. 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 in County's Invitation for Bids #3747 for Hot Mix Materials per the Contractor's written response (Attachment B) pursuant to all payments being subject to the County's review and approval.

3. Invoicing and reporting requirements. Contractor shall invoice Knox County upon the successful completion of a particular project as detailed in Invitation for Bids #3747. Invoices shall be sent to the address listed on the Purchase Order for the ordering department.

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.

Should the Contractor fail to provide Hot Mix Materials detailed herein, 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 an agreed upon timeframe. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County 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.

5. Appropriations. In the event no funds are appropriated for the Hot Mix Materials 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 Hot Mix Materials, 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 or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render Hot Mix Materials for Knox County in accordance with Invitation for Bids #3747.

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. Invitation for Bids #3747
B. Contractor's Response to Invitation for Bids #3747

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 (1) original copy on the day and year first above written.

Knox County Government

by: _____

Glenn Jacobs
Knox County Mayor

APAC-Atlantic, Inc.

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____ **_____Date**
Knox County Law Director's Office

Attachment A

Invitation for Bids #3747

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **HOT MIX MATERIALS** as specified herein. Bids must be received by **2:00 p.m. local time on July 22, 2026**. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 3747
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 & Bid Opening 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. Additional information requests and 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 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

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

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, 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 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 a schedule basis, item-by-item basis, an all or none basis, or by multiple award, whichever is in the best interest of the County. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BID DELIVERY:** Knox County requires respondents, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to 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. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours 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 **BUSINESS OUTREACH PROGRAM:** The purpose of this program is to increase the opportunity for companies doing business with Knox County by encouraging participation through site visits, providing education and support regarding policies and procedures, and actively recruiting all interested suppliers.

1.8 **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.

1.9 **COPIES:** Knox County **requires** that bids being submitted by hand be submitted with one (1) marked original and one (1) exact copy. If submitting electronically, no additional copies are needed.

1.10 **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 their bid being non-responsive and disqualified.

1.11 **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 submissions are strictly prohibited. Bids may be submitted by hand or commercial carrier.

1.12 **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.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

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

1.15 **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid 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.

1.16 **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 the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

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

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.

1.18 **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 bidders' ability.

1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests 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.

1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (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 bid procedures must be received in the Procurement Division no later than **4:30 p.m. local time on July 8, 2026**. These requirements also apply to specifications that are ambiguous.

1.21 **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. 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/services and the vendor's subsequent response.

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

1.23 **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.

1.24 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 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.

1.25 **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 BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in rejection of their bid.

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 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 Online 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 electronically less than twenty-four (24) hours prior to the bid opening 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:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

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

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

2.7 **CRIMINAL HISTORY CHECK:** Any and all successful bidders, Contractor's employees, and any Contractor's subcontractors and their employees 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 present. Reference Tennessee Code Annotated Section 49-5-413. Bidders **must** submit with their bid the Criminal History Affidavit of Compliance (Attachment B).

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 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 **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 bidder and each person signing on behalf of any bidder 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 bidder 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, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bid, (3) Bid, (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:** 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 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 this solicitation is to obtain a qualified firm(s) to provide hot mix materials as desired by Knox County on an as needed basis at an economical price. Knox County intends to make a Best Value Award. Best Value means more than low bid. It includes 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 **ACCOUNT SET-UP:** The successful Vendor(s) will be required to set up separate accounts for Knox County Engineering and Public Works and any other departments that may use this Term Contract. The successful Contractor(s) will be required to invoice, as well as post payment, to the proper agency.

3.4 **ADDITIONS-DELETIONS:** Knox County may, but shall not be required to, request the vendor to add items for Knox County. The successful vendor agrees that upon written designation by Knox County, it will provide such items under this Contract. Pricing for any additional items will be negotiated with the vendor. Knox County may delete from the Contract items in the pricing sheet without terminating the entire Contract. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in items.

3.5 **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 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.

3.6 **BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.

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 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.

3.8 **CERTIFICATIONS:** Contractor's equipment operators shall be certified in the proper operation of the equipment they will use under this Term Contract. Certifications of technicians shall be included in the bid package.

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

3.10 **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 an efficient and properly working email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone numbers and email addresses to the agency contracts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.

3.11 **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.

3.12 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the 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 County's account to avoid any interruption of service.

3.13 **CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful Contractor(s). The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any Contractor's Contract. If these types of master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.

3.14 **DELIVERY TIME:** If delivery is requested by Knox County, Contractor must be able to provide materials that Knox County desires within a two (2) business day time period after phone call is received from Knox County. Failure to do so may result in the termination of this Contract.

3.15 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges, including mileage, in their price. **There will be no extra hidden charges.** Delivery must be "free on board" to the County department.

3.16 **DRUG-FREE WORKPLACE:** If the Contractor has five (5) or more employees receiving pay, the Contractor shall have a Drug-Free Workplace Program that complies with, Title 50, Chapter 9 of the Tennessee Code Annotated, and shall provide the Affidavit (Attachment C) required by Public Acts 2000, Chapter 918.

3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price*	100 Points

*Knox County may also use three (3) pre-determined sample projects that are typical of the work that will be required of this Contract in order to evaluate pricing submitted.

3.18 **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.

3.19 **EXCEPTIONS TO SPECIFICATIONS:** Bidders taking exception to any part or section of these specifications shall indicate such exceptions in their bid response. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Exceptions will be negotiated for a mutual resolution.

3.20 **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.

3.21 **INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Attachment hereto. As proof 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 (COI) with the specified coverage and listing Knox County as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect.

3.22 **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 Addendum to the solicitation by the Knox County Procurement Division.

3.23 **INVOICE PROCEDURES:** 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 Contractor(s) 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.

3.23.1 The invoice must show the amount due to the Contractor by Knox County.
3.23.2 The invoice must show an itemized detailed material count, including: type of material(s) delivered or picked up, delivery or pick up location, delivery or pick up date, and the associated unit price for the material(s) delivered or picked up.
3.23.3 Invoices are to be original and uniquely pre-numbered.
3.23.4 Invoices which do not show this information are subject to rejection.

Knox County requests that invoices be easy to read and understand. Each participating agency to this contract may require different invoice information and procedures. This information and procedures shall be provided to the successful contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.

Invoices shall be sent to the "Bill To" address printed 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 your business invoices specify the department that desires to purchase from you. Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number.

There shall be no component billing. If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, contact the appropriate department listed in the "Bill To" section of the Purchase Order to determine its status.

3.24 **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 variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.

3.25 **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.

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

3.27 **OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) business days after the date fixed for opening the Invitation for Bid.

3.28 **OPEN 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 Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.29 **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.

3.30 **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:

a. Continue with the existing prices
b. Request a lower price increase
c. Not accept the renewal offer

If a price increase is approved by Knox County Procurement the approval notification will be done in writing and the contractor will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.31 **QUANTITIES:** Knox County does not guarantee any quantities to be purchased from this term Contract. Knox County does not have an exact dollar amount that was procured for these types of goods/services.

3.32 **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.

3.33 **REMOVAL OF VENDOR'S EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced licensed, 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.

3.34 **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.

3.35 **SAFETY EFFORTS:** The Contractor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, buildings, 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.

3.36 **SAFETY AND PROTECTION:** 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.

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.

3.37 **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 bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of all equipment to be used under this Contract.

3.38 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. local time on July 8, 2026**. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** Knox County is seeking a Contractor to provide hot mix materials as listed herein. Knox County will typically pick-up materials at the Vendor's location(s), however, Knox County reserves the right to request materials be delivered at the stated rate. All delivery locations will be within Knox County boundaries.

4.2 **LOCATIONS:** Vendor(s) must be located within thirty (30) miles of the Knox County Engineering and Public Works Department located at 205 West Baxter Avenue, Knoxville, TN 37917. Location(s) must be open Monday through Friday during normal business hours. Bidders **must** provide the business location(s) and hours of operation in Section 5.11.

4.3 **MIXING PLANT SPECIFICATIONS:** The mixing plant shall be a standard asphalt plant so designed, constructed, equipped and operated that the processing of the materials result in a uniform and satisfactory product meeting the requirements of the specification and produced at an uninterrupted rate that will meet the needs of the work. The mixer shall be of the pugmill type.

4.4 **PRICE ADJUSTMENTS:** TDOT Special Provision 109B, regarding price adjustments for bituminous material will be used for progress payments under this contract. The Basic Bituminous Material Index for this Contract will be June 2026 $746.92 per ton.

The Bituminous Material Index shall be reset every renewal period using the month of June index each year.

4.5 **PRODUCT AVAILABILITY:** Hot Mix products must be made available to Knox County Engineering and Public Works on an "as needed" basis. Knox County trucks shall be loaded with hot mix as they arrive in line with other trucks. Knox County shall not be placed on hold by the vendor(s) as other trucks are loaded that arrived after those of Knox County.

4.6 **T.D.O.T REGULATIONS:** All mix must meet the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction as outlined in the various sections of 307 and various sections of 411 specifications dated January 1, 2021, or current edition.

4.7 **WEIGHT:** All trucks will be subject to be weighed on the vendor(s) scales and must be certified and calibrated for accuracy. Knox County reserves the right to request such certification at any time during this Contract.

Please note that it is not necessary to return pages one (1) through ten (10). You must complete and return pages eleven (11) through sixteen (16).

SECTION V VENDOR INFORMATION FOR BID NUMBER 3747 - HOT MIX MATERIALS

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor: _____

5.2 Vendor number as assigned by Knox County: _____

5.3 Street Address: _____

City: _____ **State:** _____ **Zip:** _____

5.4 Contact Person: _____

5.5 Telephone Number: _____

5.6 Vendor'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 certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder 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 YES WITH EXCEPTION
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 Business Location(s):

Address:

_____

_____

_____

Hours of Operation:

Monday – Friday: _____

Saturday: _____

SECTION V VENDOR INFORMATION FOR BID NUMBER 3747 - HOT MIX MATERIALS – CONTINUED

Business Location(s):

Address:

_____

_____

_____

Hours of Operation:

Monday – Friday: _____

Saturday: _____

5.12	**Did you include the correct number of exact copies as detailed in Section 1.9?**	**YES**	**NO**
5.13	**Will you accept Knox County Credit Cards as payment without additional fees as detailed in Section 1.16?**	**YES**	**NO**
5.14	**Did you complete and include your Criminal History Affidavit as detailed in Section 2.7?**	**YES**	**NO**
5.15	**Did you include your certifications as detailed in Section 3.8?**	**YES**	**NO**
5.16	**Can you meet the Delivery Time as detailed in Section 3.14?**	**YES**	**NO**
5.17	**Did you include your Drug Free Workplace Affidavit as detailed in Section 3.16?**	**YES**	**NO**
5.18	**Did you complete and include the Insurance Checklist as detailed in Section 3.21?**	**YES**	**NO**
5.19	**Can you meet the Product Availability as detailed in Section 4.5?**	**YES**	**NO**

SECTION VI VENDOR PRICING FOR BID NUMBER 3747 - HOT MIX MATERIALS

VENDOR NAME: _____

ITEM NUMBER	ASPHALT MIX	PLANT LOCATION(S)	PRICE PER TON	DELIVERY, IF REQUESTED (TANDEM TRUCK PER HOUR)
6.1	307-01.08 BM-2		$	$
6.2	411-01.10 D		$	$
6.3	411-01.11 E		$	$
6.4	307-01.20 AS		$	$
6.5	307-01.01 A		$	$
6.6	307-01.09 C		$	$
6.7	307-01.15 CS		$	$

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3747

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		
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: _____ **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
INVITATION FOR BID NUMBER 3747

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
INVITATION FOR BID NUMBER 3747

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with five (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 Bids #3747

ORIGINAL

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **HOT MIX MATERIALS** as specified herein. Bids must be received by **2:00 p.m. local time on July 22, 2026.** Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 3747
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 & Bid Opening 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. Additional information requests and 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 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

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

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, 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 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 a schedule basis, item-by-item basis, an all or none basis, or by multiple award, whichever is in the best interest of the County. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BID DELIVERY:** Knox County requires respondents, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to 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. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours 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 **BUSINESS OUTREACH PROGRAM:** The purpose of this program is to increase the opportunity for companies doing business with Knox County by encouraging participation through site visits, providing education and support regarding policies and procedures, and actively recruiting all interested suppliers.

1.8 **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.

1.9 **COPIES:** Knox County **requires** that bids being submitted by hand be submitted with one (1) marked original and one (1) exact copy. If submitting electronically, no additional copies are needed.

1.10 **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 their bid being non-responsive and disqualified.

1.11 **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 submissions are strictly prohibited. Bids may be submitted by hand or commercial carrier.

1.12 **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.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

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

1.15 **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid 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.

1.16 **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 the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

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

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.

1.18 **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 bidders' ability.

1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests 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.

1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (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 bid procedures must be received in the Procurement Division no later than **4:30 p.m. local time on July 8, 2026**. These requirements also apply to specifications that are ambiguous.

1.21 **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. 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/services and the vendor's subsequent response.

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

1.23 **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.

1.24 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 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.

1.25 **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 BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in rejection of their bid.

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 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 Online 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 electronically less than twenty-four (24) hours prior to the bid opening 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:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

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

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

2.7 **CRIMINAL HISTORY CHECK:** Any and all successful bidders, Contractor's employees, and any Contractor's subcontractors and their employees 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 present. Reference Tennessee Code Annotated Section 49-5-413. Bidders **must** submit with their bid the Criminal History Affidavit of Compliance (Attachment B).

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 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 **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 bidder and each person signing on behalf of any bidder 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 bidder 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, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bid, (3) Bid, (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:** 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 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 this solicitation is to obtain a qualified firm(s) to provide hot mix materials as desired by Knox County on an as needed basis at an economical price. Knox County intends to make a Best Value Award. Best Value means more than low bid. It includes 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 **ACCOUNT SET-UP:** The successful Vendor(s) will be required to set up separate accounts for Knox County Engineering and Public Works and any other departments that may use this Term Contract. The successful Contractor(s) will be required to invoice, as well as post payment, to the proper agency.

3.4 **ADDITIONS-DELETIONS:** Knox County may, but shall not be required to, request the vendor to add items for Knox County. The successful vendor agrees that upon written designation by Knox County, it will provide such items under this Contract. Pricing for any additional items will be negotiated with the vendor. Knox County may delete from the Contract items in the pricing sheet without terminating the entire Contract. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in items.

3.5 **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 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.

3.6 **BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.

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 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.

3.8 **CERTIFICATIONS:** Contractor's equipment operators shall be certified in the proper operation of the equipment they will use under this Term Contract. Certifications of technicians shall be included in the bid package.

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

3.10 **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 an efficient and properly working email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone numbers and email addresses to the agency contracts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.

3.11 **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.

3.12 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the 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 County's account to avoid any interruption of service.

3.13 **CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful Contractor(s). The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any Contractor's Contract. If these types of master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.

3.14 **DELIVERY TIME:** If delivery is requested by Knox County, Contractor must be able to provide materials that Knox County desires within a two (2) business day time period after phone call is received from Knox County. Failure to do so may result in the termination of this Contract.

3.15 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges, including mileage, in their price. **There will be no extra hidden charges.** Delivery must be "free on board" to the County department.

3.16 **DRUG-FREE WORKPLACE:** If the Contractor has five (5) or more employees receiving pay, the Contractor shall have a Drug-Free Workplace Program that complies with, Title 50, Chapter 9 of the Tennessee Code Annotated, and shall provide the Affidavit (Attachment C) required by Public Acts 2000, Chapter 918.

3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price*	100 Points

*Knox County may also use three (3) pre-determined sample projects that are typical of the work that will be required of this Contract in order to evaluate pricing submitted.

3.18 **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.

3.19 **EXCEPTIONS TO SPECIFICATIONS:** Bidders taking exception to any part or section of these specifications shall indicate such exceptions in their bid response. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Exceptions will be negotiated for a mutual resolution.

3.20 **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.

3.21 **INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Attachment hereto. As proof 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 (COI) with the specified coverage and listing Knox County as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect.

3.22 **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 Addendum to the solicitation by the Knox County Procurement Division.

3.23 **INVOICE PROCEDURES:** 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 Contractor(s) 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.

3.23.1 The invoice must show the amount due to the Contractor by Knox County.
3.23.2 The invoice must show an itemized detailed material count, including: type of material(s) delivered or picked up, delivery or pick up location, delivery or pick up date, and the associated unit price for the material(s) delivered or picked up.
3.23.3 Invoices are to be original and uniquely pre-numbered.
3.23.4 Invoices which do not show this information are subject to rejection.

Knox County requests that invoices be easy to read and understand. Each participating agency to this contract may require different invoice information and procedures. This information and procedures shall be provided to the successful contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.

Invoices shall be sent to the "Bill To" address printed 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 your business invoices specify the department that desires to purchase from you. Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number.

There shall be no component billing. If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, contact the appropriate department listed in the "Bill To" section of the Purchase Order to determine its status.

3.24 **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 variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.

3.25 **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.

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

3.27 **OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) business days after the date fixed for opening the Invitation for Bid.

3.28 **OPEN 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 Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.29 **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.

3.30 **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:

a. Continue with the existing prices
b. Request a lower price increase
c. Not accept the renewal offer

If a price increase is approved by Knox County Procurement the approval notification will be done in writing and the contractor will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.31 **QUANTITIES:** Knox County does not guarantee any quantities to be purchased from this term Contract. Knox County does not have an exact dollar amount that was procured for these types of goods/services.

3.32 **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.

3.33 **REMOVAL OF VENDOR'S EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced licensed, 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.

3.34 **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.

3.35 **SAFETY EFFORTS:** The Contractor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, buildings, 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.

3.36 **SAFETY AND PROTECTION:** 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.

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.

3.37 **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 bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of all equipment to be used under this Contract.

3.38 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. local time on July 8, 2026.** Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** Knox County is seeking a Contractor to provide hot mix materials as listed herein. Knox County will typically pick-up materials at the Vendor's location(s), however, Knox County reserves the right to request materials be delivered at the stated rate. All delivery locations will be within Knox County boundaries.

4.2 **LOCATIONS:** Vendor(s) must be located within thirty (30) miles of the Knox County Engineering and Public Works Department located at 205 West Baxter Avenue, Knoxville, TN 37917. Location(s) must be open Monday through Friday during normal business hours. Bidders **must** provide the business location(s) and hours of operation in Section 5.11.

4.3 **MIXING PLANT SPECIFICATIONS:** The mixing plant shall be a standard asphalt plant so designed, constructed, equipped and operated that the processing of the materials result in a uniform and satisfactory product meeting the requirements of the specification and produced at an uninterrupted rate that will meet the needs of the work. The mixer shall be of the pugmill type.

4.4 **PRICE ADJUSTMENTS:** TDOT Special Provision 109B, regarding price adjustments for bituminous material will be used for progress payments under this contract. The Basic Bituminous Material Index for this Contract will be June 2026 $746.92 per ton.

The Bituminous Material Index shall be reset every renewal period using the month of June index each year.

4.5 **PRODUCT AVAILABILITY:** Hot Mix products must be made available to Knox County Engineering and Public Works on an "as needed" basis. Knox County trucks shall be loaded with hot mix as they arrive in line with other trucks. Knox County shall not be placed on hold by the vendor(s) as other trucks are loaded that arrived after those of Knox County.

4.6 **T.D.O.T REGULATIONS:** All mix must meet the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction as outlined in the various sections of 307 and various sections of 411 specifications dated January 1, 2021, or current edition.

4.7 **WEIGHT:** All trucks will be subject to be weighed on the vendor(s) scales and must be certified and calibrated for accuracy. Knox County reserves the right to request such certification at any time during this Contract.

Please note that it is not necessary to return pages one (1) through ten (10). You must complete and return pages eleven (11) through sixteen (16).

SECTION V VENDOR INFORMATION FOR BID NUMBER 3747 - HOT MIX MATERIALS

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 **Vendor:** APAC Atlantic Inc

5.2 **Vendor number as assigned by Knox County:** 11311

5.3 **Street Address:** 1431 Centerpoint Blvd Suite 100

City: Knoxville **State:** TN **Zip:** 37932

5.4 **Contact Person:** Kody Harris

5.5 **Telephone Number:** 865 310 6132

5.6 **Vendor's Email Address:** Kody. .harris@harrisocc.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 certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____, VICE PRESIDENT
(Sign in BLUE ink)

5.8 **Vendor's Knox County Business License Number:** 1000367721
(If Applicable) ***Attach A Copy Of The License.***

5.9 **I acknowledge the receipt of: (please write "yes" if you received one)**

Addendum 1 N/A **Addendum 2** N/A **Addendum 3** N/A **Addendum 4** N/A

5.10 **Do you accept the terms and conditions of the bid? (Please circle your answer)** (YES) NO YES WITH EXCEPTION

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 **Business Location(s):**

Address:

1800 Everett Road Knoxville TN 37932

2707 Cinder Lane Knoxville TN 37914

250 Big Hill Road Lenoir City TN

2535 Asbury Road 37914

1949 E Raccoon Valley Road Heiskell TN 37754

Hours of Operation:

Monday – Friday: 7AM – 5PM

Saturday: IF NEEDED

SECTION V VENDOR INFORMATION FOR BID NUMBER 3747 - HOT MIX MATERIALS – CONTINUED

Business Location(s):

Address:

_____

_____

_____

Hours of Operation:

Monday – Friday: 7:00-4:30

Saturday: With Appointments

5.12	Did you include the correct number of exact copies as detailed in Section 1.9?	YES	NO
5.13	Will you accept Knox County Credit Cards as payment without additional fees as detailed in Section 1.16?	YES	NO
5.14	Did you complete and include your Criminal History Affidavit as detailed in Section 2.7?	YES	NO
5.15	Did you include your certifications as detailed in Section 3.8?	YES	NO
5.16	Can you meet the Delivery Time as detailed in Section 3.14?	YES	NO
5.17	Did you include your Drug Free Workplace Affidavit as detailed in Section 3.16?	YES	NO
5.18	Did you complete and include the Insurance Checklist as detailed in Section 3.21?	YES	NO
5.19	Can you meet the Product Availability as detailed in Section 4.5?	YES	NO

SECTION VI VENDOR PRICING FOR BID NUMBER 3747 - HOT MIX MATERIALS

VENDOR NAME: APAC Atlantic, Inc

ITEM NUMBER	ASPHALT MIX	PLANT LOCATION(S)	PRICE PER TON	DELIVERY, IF REQUESTED (TANDEM TRUCK PER HOUR)
6.1	307-01.08 BM-2	Cinder,Watt Road, Raccoon Valley, Asbury Diggs Gap,Greenback Plants	$ 98.00	$ 145.00
6.2	411-01.10 D	Cinder,Watt Road, Raccoon Valley, Asbury Diggs Gap,Greenback Plants	$ 125.00	$ 145.00
6.3	411-01.11 E	Cinder,Watt Road, Raccoon Valley, Asbury Diggs Gap,Greenback Plants	$ 108.00	$ 145.00
6.4	307-01.20 AS	Cinder,Watt Road, Raccoon Valley, Asbury Diggs Gap,Greenback Plants	$ 100.00	$ 145.00
6.5	307-01.01 A	Cinder,Watt Road, Raccoon Valley, Asbury Diggs Gap,Greenback Plants	$ 100.00	$ 145.00
6.6	307-01.09 C	Cinder,Watt Road, Raccoon Valley, Asbury Diggs Gap,Greenback Plants	$ 105.00	$ 145.00
6.7	307-01.15 CS	Cinder,Watt Road, Raccoon Valley, Asbury Diggs Gap,Greenback Plants	$ 110.00	$ 145.00

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3747

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		
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: LIBERTY MUTUAL AUTHORIZING SIGNATURE: _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: APAC Atlantic, Inc AUTHORIZING SIGNATURE: _____

ATTACHMENT B
INVITATION FOR BID NUMBER 3747

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, Kody v Harris, President or other Principal

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

V.P.
President or Principal Officer

For: APAC Atlantic,Inc
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by Kody Harris,

President or Principal Officer of APAC Atlantic, Inc,

On this 22 day of JULY 2026.

Notary Public

My Commission expires: 11-22-2028

KATHY ANN DOWLING
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

ATTACHMENT C
INVITATION FOR BID NUMBER 3747

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with five (5) or more employees)

I, Kody Harris, President or other Principal Officer of

APAC Atlantic Inc, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

, V.P.
President or Principal Officer

For: APAC Atlantic , Inc
Name of Company

STATE OF TENNESSEE {COUNTY OF }

Subscribed and sworn before me by Kody Harris,

President or Principal Officer of APAC Atlantic , Inc,

On this 22 ND day of JULY 2026.

Notary Public

KATHRYNN DOWLING
STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY

My Commission expires: 11-22-2028

Harrison Construction - TN Asphalt QC TDOT Certification List

Region	Unit	JJ#	Name	Course	Date Attended	Date Expired
1	Harrison Construction Company, Inc.		Everett, B.J.	Asphalt Concrete Certified Plant Technician	2/18/2021	2/18/1931
1	Harrison Construction Company, Inc.		Everett, B.J.	Asphalt Mix Design Methods	2/18/2021	2/18/1931
1	Harrison Construction Company, Inc.		Everett, B.J.	Asphalt Certified Roadway Technician	9/24/2024	9/24/2029
1	Harrison Construction Company, Inc.		Wiltfang, Henry	Asphalt Mix Design Methods	2/27/2026	2/27/2031
1	Harrison Construction Company, Inc.		Wiltfang, Henry	Asphalt Concrete Certified Plant Technician	1/27/2025	1/27/2030
1	Harrison Construction Company, Inc.		Wiltfang, Henry	Asphalt Certified Roadway Technician	9/24/2024	9/24/2029
1	Harrison Construction Company, Inc.		Fisher, Jon	Asphalt Mix Design Methods	2/27/2026	2/27/2031
1	Harrison Construction Company, Inc.		Fisher, Jon	Asphalt Concrete Certified Plant Technician	1/27/2025	1/27/2030
1	Harrison Construction Company, Inc.		Fisher, Jon	Asphalt Certified Roadway Technician	9/23/2025	9/23/2030
1	Harrison Construction Company, Inc.		Shelton, Scott	Asphalt Mix Design Methods	2/27/2026	2/27/2031
1	Harrison Construction Company, Inc.		Shelton, Scott	Asphalt Concrete Certified Plant Technician	1/27/2025	1/27/2030
1	Harrison Construction Company, Inc.		Shelton, Scott	Asphalt Certified Roadway Technician	9/24/2024	9/24/2029
1	Harrison Construction Company, Inc.		Pilkington, Chris	Asphalt Certified Roadway Technician	9/24/2024	9/24/2029
1	Harrison Construction Company, Inc.		Short, Burton	Asphalt Mix Design Methods	1/28/2025	1/27/2030
1	Harrison Construction Company, Inc.		Short, Burton	Asphalt Concrete Certified Plant Technician		
1	Harrison Construction Company, Inc.		Short, Burton	Asphalt Certified Roadway Technician		
1	Harrison Construction Company, Inc.		Bonfig, Seth	Asphalt Mix Design Methods		
1	Harrison Construction Company, Inc.		Bonfig, Seth	Asphalt Concrete Certified Plant Technician		
1	Harrison Construction Company, Inc.		Bonfig, Seth	Asphalt Certified Roadway Technician	9/23/2025	9/23/2030
1	Harrison Construction Company, Inc.		Diaz, John	Asphalt Mix Design Methods		
1	Harrison Construction Company, Inc.		Diaz, John	Asphalt Concrete Certified Plant Technician		
1	Harrison Construction Company, Inc.		Diaz, John	Asphalt Certified Roadway Technician	9/23/2025	9/23/2030
1	Harrison Construction Company, Inc.		Nelson, Matt	Asphalt Mix Design Methods	12/10/2024	12/10/2029
1	Harrison Construction Company, Inc.		Nelson, Matt	Asphalt Concrete Certified Plant Technician	12/10/2024	12/10/2029
1	Harrison Construction Company, Inc.		Nelson, Matt	Asphalt Certified Roadway Technician	9/8/2021	9/8/2026
1	Harrison Construction Company, Inc.		Nelson, Matt	Aggregate Certified Technician	9/15/2021	9/15/2026
1	Harrison Construction Company, Inc.		Nelson, Matt	KDOT Certified Plant Technician		2/5/2027
1	Harrison Construction Company, Inc.		Nelson, Matt	KDOT Certified Aggregate Technician		1/5/2027
1	Harrison Construction Company, Inc.		Nelson, Matt	KDOT Certified Mix Design Technician		3/5/2027
1	Harrison Construction Company, Inc.		Collins, Paul	Asphalt Mix Design Methods		
1	Harrison Construction Company, Inc.		Collins, Paul	Asphalt Concrete Certified Plant Technician		
1	Harrison Construction Company, Inc.		Collins, Paul	Asphalt Certified Roadway Technician		
1	Harrison Construction Company, Inc.		Cox, Kevin	Aggregate Certified Technician	3/12/2024	3/12/2029
1	Harrison Construction Company, Inc.		Cox, Kevin	Asphalt Concrete Certified Plant Technician	12/1/2021	12/1/2026
1	Harrison Construction Company, Inc.		Wyrick, Pat	Asphalt Certified Roadway Technician	5/10/2022	5/10/2027
1	Harrison Construction Company, Inc.		Hawkins, Brandon	Asphalt Certified Roadway Technician	9/27/2022	9/27/2027

Cert. No.
4340
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2116
2674
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2674
2674
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-
-
3361
3361
3801
5684

ATSSA Certified Traffic Control Technician

Type: Certification Expires: Yes

EMPLOYEES WITH THIS SKILL

Code	Name	Obtained	Expires
205.624728	Philip Kreis	06/19/2025	06/19/2029
205.627243	Jennifer Denham	11/24/2025	11/24/2029
205.627582	Christopher Chadwick	01/24/2025	01/24/2029
205.627670	Corbin Kerr	05/23/2024	05/23/2028
205.627762	Angela Powers	12/30/2025	12/30/2029
205.628050	Alexander Ivester	02/18/2026	02/18/2030
205.628096	Trey Schmidt	04/01/2025	03/31/2029
205.628100	Lcnetria Lucas	04/01/2025	03/31/2029
205.628209	Deon Farmer	06/17/2025	06/17/2029
205.628577	Jeremy Nygaard	03/02/2026	03/02/2030
205.628599	Logan Jowers	03/18/2026	03/18/2030
205.628614	Sierra Stephens	04/01/2026	04/01/2030

Knox County Government

and

PRI Pavement Restorations, Inc.

This Contract, made and entered into this ____day of _____, 2026 between Knox County Government, hereinafter referred to as "County" and PRI Pavement Restorations, Inc., hereinafter referred to as "Contractor".

Whereas, County requested bids for Hot Mix Materials, (Invitation for Bids #3747) 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 County;

Whereas, Contractor agrees and undertakes to provide said services for County, as set forth in the Invitation for Bids, 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 and the Contractor's bid.

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 September 2026 and ends the 31st day of August 2027 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. Upon the mutual agreement of the Contractor and Knox County, the contract may be extended for four (4) additional one (1) year terms. This may result in a total of five (5) years. 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 in County's Invitation for Bids #3747 for Hot Mix Materials per the Contractor's written response (Attachment B) pursuant to all payments being subject to the County's review and approval.

3. Invoicing and reporting requirements. Contractor shall invoice Knox County upon the successful completion of a particular project as detailed in Invitation for Bids #3747. Invoices shall be sent to the address listed on the Purchase Order for the ordering department.

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.

Should the Contractor fail to provide Hot Mix Materials detailed herein, 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 an agreed upon timeframe. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County 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.

5. Appropriations. In the event no funds are appropriated for the Hot Mix Materials 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 Hot Mix Materials, 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 or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render Hot Mix Materials for Knox County in accordance with Invitation for Bids #3747.

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. Invitation for Bids #3747
B. Contractor's Response to Invitation for Bids #3747

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 (1) original copy on the day and year first above written.

Knox County Government

by: _____

Glenn Jacobs
Knox County Mayor

PRI Pavement Restorations, Inc.

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____ **_____Date**
Knox County Law Director's Office

Attachment A

Invitation for Bids #3747

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **HOT MIX MATERIALS** as specified herein. Bids must be received by **2:00 p.m. local time on July 22, 2026**. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 3747
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 & Bid Opening 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. Additional information requests and 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 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

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

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, 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 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 a schedule basis, item-by-item basis, an all or none basis, or by multiple award, whichever is in the best interest of the County. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BID DELIVERY:** Knox County requires respondents, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to 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. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours 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 **BUSINESS OUTREACH PROGRAM:** The purpose of this program is to increase the opportunity for companies doing business with Knox County by encouraging participation through site visits, providing education and support regarding policies and procedures, and actively recruiting all interested suppliers.

1.8 **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.

1.9 **COPIES:** Knox County **requires** that bids being submitted by hand be submitted with one (1) marked original and one (1) exact copy. If submitting electronically, no additional copies are needed.

1.10 **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 their bid being non-responsive and disqualified.

1.11 **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 submissions are strictly prohibited. Bids may be submitted by hand or commercial carrier.

1.12 **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.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

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

1.15 **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid 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.

1.16 **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 the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

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

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.

1.18 **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 bidders' ability.

1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests 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.

1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (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 bid procedures must be received in the Procurement Division no later than **4:30 p.m. local time on July 8, 2026**. These requirements also apply to specifications that are ambiguous.

1.21 **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. 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/services and the vendor's subsequent response.

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

1.23 **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.

1.24 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 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.

1.25 **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 BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in rejection of their bid.

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 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 Online 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 electronically less than twenty-four (24) hours prior to the bid opening 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:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

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

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

2.7 **CRIMINAL HISTORY CHECK:** Any and all successful bidders, Contractor's employees, and any Contractor's subcontractors and their employees 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 present. Reference Tennessee Code Annotated Section 49-5-413. Bidders **must** submit with their bid the Criminal History Affidavit of Compliance (Attachment B).

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 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 **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 bidder and each person signing on behalf of any bidder 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 bidder 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, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bid, (3) Bid, (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:** 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 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 this solicitation is to obtain a qualified firm(s) to provide hot mix materials as desired by Knox County on an as needed basis at an economical price. Knox County intends to make a Best Value Award. Best Value means more than low bid. It includes 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 **ACCOUNT SET-UP:** The successful Vendor(s) will be required to set up separate accounts for Knox County Engineering and Public Works and any other departments that may use this Term Contract. The successful Contractor(s) will be required to invoice, as well as post payment, to the proper agency.

3.4 **ADDITIONS-DELETIONS:** Knox County may, but shall not be required to, request the vendor to add items for Knox County. The successful vendor agrees that upon written designation by Knox County, it will provide such items under this Contract. Pricing for any additional items will be negotiated with the vendor. Knox County may delete from the Contract items in the pricing sheet without terminating the entire Contract. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in items.

3.5 **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 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.

3.6 **BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.

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 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.

3.8 **CERTIFICATIONS:** Contractor's equipment operators shall be certified in the proper operation of the equipment they will use under this Term Contract. Certifications of technicians shall be included in the bid package.

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

3.10 **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 an efficient and properly working email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone numbers and email addresses to the agency contracts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.

3.11 **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.

3.12 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the 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 County's account to avoid any interruption of service.

3.13 **CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful Contractor(s). The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any Contractor's Contract. If these types of master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.

3.14 **DELIVERY TIME:** If delivery is requested by Knox County, Contractor must be able to provide materials that Knox County desires within a two (2) business day time period after phone call is received from Knox County. Failure to do so may result in the termination of this Contract.

3.15 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges, including mileage, in their price. **There will be no extra hidden charges.** Delivery must be "free on board" to the County department.

3.16 **DRUG-FREE WORKPLACE:** If the Contractor has five (5) or more employees receiving pay, the Contractor shall have a Drug-Free Workplace Program that complies with, Title 50, Chapter 9 of the Tennessee Code Annotated, and shall provide the Affidavit (Attachment C) required by Public Acts 2000, Chapter 918.

3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price*	100 Points

*Knox County may also use three (3) pre-determined sample projects that are typical of the work that will be required of this Contract in order to evaluate pricing submitted.

3.18 **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.

3.19 **EXCEPTIONS TO SPECIFICATIONS:** Bidders taking exception to any part or section of these specifications shall indicate such exceptions in their bid response. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Exceptions will be negotiated for a mutual resolution.

3.20 **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.

3.21 **INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Attachment hereto. As proof 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 (COI) with the specified coverage and listing Knox County as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect.

3.22 **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 Addendum to the solicitation by the Knox County Procurement Division.

3.23 **INVOICE PROCEDURES:** 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 Contractor(s) 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.

3.23.1 The invoice must show the amount due to the Contractor by Knox County.
3.23.2 The invoice must show an itemized detailed material count, including: type of material(s) delivered or picked up, delivery or pick up location, delivery or pick up date, and the associated unit price for the material(s) delivered or picked up.
3.23.3 Invoices are to be original and uniquely pre-numbered.
3.23.4 Invoices which do not show this information are subject to rejection.

Knox County requests that invoices be easy to read and understand. Each participating agency to this contract may require different invoice information and procedures. This information and procedures shall be provided to the successful contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.

Invoices shall be sent to the "Bill To" address printed 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 your business invoices specify the department that desires to purchase from you. Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number.

There shall be no component billing. If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, contact the appropriate department listed in the "Bill To" section of the Purchase Order to determine its status.

3.24 **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 variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.

3.25 **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.

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

3.27 **OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) business days after the date fixed for opening the Invitation for Bid.

3.28 **OPEN 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 Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.29 **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.

3.30 **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:

a. Continue with the existing prices
b. Request a lower price increase
c. Not accept the renewal offer

If a price increase is approved by Knox County Procurement the approval notification will be done in writing and the contractor will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.31 **QUANTITIES:** Knox County does not guarantee any quantities to be purchased from this term Contract. Knox County does not have an exact dollar amount that was procured for these types of goods/services.

3.32 **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.

3.33 **REMOVAL OF VENDOR'S EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced licensed, 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.

3.34 **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.

3.35 **SAFETY EFFORTS:** The Contractor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, buildings, 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.

3.36 **SAFETY AND PROTECTION:** 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.

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.

3.37 **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 bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of all equipment to be used under this Contract.

3.38 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. local time on July 8, 2026**. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** Knox County is seeking a Contractor to provide hot mix materials as listed herein. Knox County will typically pick-up materials at the Vendor's location(s), however, Knox County reserves the right to request materials be delivered at the stated rate. All delivery locations will be within Knox County boundaries.

4.2 **LOCATIONS:** Vendor(s) must be located within thirty (30) miles of the Knox County Engineering and Public Works Department located at 205 West Baxter Avenue, Knoxville, TN 37917. Location(s) must be open Monday through Friday during normal business hours. Bidders **must** provide the business location(s) and hours of operation in Section 5.11.

4.3 **MIXING PLANT SPECIFICATIONS:** The mixing plant shall be a standard asphalt plant so designed, constructed, equipped and operated that the processing of the materials result in a uniform and satisfactory product meeting the requirements of the specification and produced at an uninterrupted rate that will meet the needs of the work. The mixer shall be of the pugmill type.

4.4 **PRICE ADJUSTMENTS:** TDOT Special Provision 109B, regarding price adjustments for bituminous material will be used for progress payments under this contract. The Basic Bituminous Material Index for this Contract will be June 2026 $746.92 per ton.

The Bituminous Material Index shall be reset every renewal period using the month of June index each year.

4.5 **PRODUCT AVAILABILITY:** Hot Mix products must be made available to Knox County Engineering and Public Works on an "as needed" basis. Knox County trucks shall be loaded with hot mix as they arrive in line with other trucks. Knox County shall not be placed on hold by the vendor(s) as other trucks are loaded that arrived after those of Knox County.

4.6 **T.D.O.T REGULATIONS:** All mix must meet the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction as outlined in the various sections of 307 and various sections of 411 specifications dated January 1, 2021, or current edition.

4.7 **WEIGHT:** All trucks will be subject to be weighed on the vendor(s) scales and must be certified and calibrated for accuracy. Knox County reserves the right to request such certification at any time during this Contract.

Please note that it is not necessary to return pages one (1) through ten (10). You must complete and return pages eleven (11) through sixteen (16).

SECTION V VENDOR INFORMATION FOR BID NUMBER 3747 - HOT MIX MATERIALS

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor: _____

5.2 Vendor number as assigned by Knox County: _____

5.3 Street Address: _____

City: _____ **State:** _____ **Zip:** _____

5.4 Contact Person: _____

5.5 Telephone Number: _____

5.6 Vendor'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 certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder 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 YES WITH EXCEPTION
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 Business Location(s):

Address:

_____

_____

_____

Hours of Operation:

Monday – Friday: _____

Saturday: _____

SECTION V VENDOR INFORMATION FOR BID NUMBER 3747 - HOT MIX MATERIALS – CONTINUED

Business Location(s):

Address:

_____

_____

_____

Hours of Operation:

Monday – Friday: _____

Saturday: _____

5.12	**Did you include the correct number of exact copies as detailed in Section 1.9?**	**YES**	**NO**
5.13	**Will you accept Knox County Credit Cards as payment without additional fees as detailed in Section 1.16?**	**YES**	**NO**
5.14	**Did you complete and include your Criminal History Affidavit as detailed in Section 2.7?**	**YES**	**NO**
5.15	**Did you include your certifications as detailed in Section 3.8?**	**YES**	**NO**
5.16	**Can you meet the Delivery Time as detailed in Section 3.14?**	**YES**	**NO**
5.17	**Did you include your Drug Free Workplace Affidavit as detailed in Section 3.16?**	**YES**	**NO**
5.18	**Did you complete and include the Insurance Checklist as detailed in Section 3.21?**	**YES**	**NO**
5.19	**Can you meet the Product Availability as detailed in Section 4.5?**	**YES**	**NO**

SECTION VI VENDOR PRICING FOR BID NUMBER 3747 - HOT MIX MATERIALS

VENDOR NAME: _____

ITEM NUMBER	ASPHALT MIX	PLANT LOCATION(S)	PRICE PER TON	DELIVERY, IF REQUESTED (TANDEM TRUCK PER HOUR)
6.1	307-01.08 BM-2		$	$
6.2	411-01.10 D		$	$
6.3	411-01.11 E		$	$
6.4	307-01.20 AS		$	$
6.5	307-01.01 A		$	$
6.6	307-01.09 C		$	$
6.7	307-01.15 CS		$	$

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3747

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		
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: _____ **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
INVITATION FOR BID NUMBER 3747

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
INVITATION FOR BID NUMBER 3747

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with five (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 Bids #3747

SECTION V VENDOR INFORMATION FOR BID NUMBER 3747 - HOT MIX MATERIALS

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 **Vendor:** PRI - Pavement Restorations Inc.

5.2 **Vendor number as assigned by Knox County:** _____

5.3 **Street Address:** 5651 S National Dr.

City: Knoxville **State:** TN **Zip:** 37914

5.4 **Contact Person:** Kyle Hall

5.5 **Telephone Number:** 865.806.2121

5.6 **Vendor's Email Address:** KyHall@PRITN.net.

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 certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder 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)

PAVEMENT RESTORATIONS INC. CORPORATE SEAL 2025 TENNESSEE

5.8 **Vendor's Knox County Business License Number:** 64124
(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** **YES WITH EXCEPTION**
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

N/A

5.11 **Business Location(s):**

Address:

Knoxville Plant
5651 S National Dr.
Knoxville TN 37914

Hours of Operation:

Monday – Friday: 7:00 am - 6:00 pm

Saturday: 7:00 am - 12:00 pm (occasionally)

SECTION V VENDOR INFORMATION FOR BID NUMBER 3747 - HOT MIX MATERIALS – CONTINUED

Business Location(s):

Address:

N/A

Hours of Operation:

Monday – Friday: _____

Saturday: _____

5.12	Did you include the correct number of exact copies as detailed in Section 1.9?	YES	NO
5.13	Will you accept Knox County Credit Cards as payment without additional fees as detailed in Section 1.16?	YES	NO
5.14	Did you complete and include your Criminal History Affidavit as detailed in Section 2.7?	YES	NO
5.15	Did you include your certifications as detailed in Section 3.8?	YES	NO N/A
5.16	Can you meet the Delivery Time as detailed in Section 3.14?	YES	NO
5.17	Did you include your Drug Free Workplace Affidavit as detailed in Section 3.16?	YES	NO
5.18	Did you complete and include the Insurance Checklist as detailed in Section 3.21?	YES	NO
5.19	Can you meet the Product Availability as detailed in Section 4.5?	YES	NO

SECTION VI VENDOR PRICING FOR BID NUMBER 3747 - HOT MIX MATERIALS

VENDOR NAME: PRi - Pavement Restorations Inc.

ITEM NUMBER	ASPHALT MIX	PLANT LOCATION(S)	PRICE PER TON	DELIVERY, IF REQUESTED (TANDEM TRUCK PER HOUR)
6.1	307-01.08 BM-2	5651 S National Dr. Knoxville TN 37914	$ 90.00/ton	$ 145.00/hr
6.2	411-01.10 D	5651 S National Dr. Knoxville TN 37914	$ 125.00/ton	$ 145.00/hr
6.3	411-01.11 E	5651 S. National Dr. Knoxville TN 37914	$ 115.00/ton	$ 145.00/hr
6.4	307-01.20 AS	5651 S. National Dr. Knoxville TN 37914	$ 100.00/ton	$ 145.00/hr.
6.5	307-01.01 A	5651 S. National Dr. Knoxville TN 37914	$ 90.00/ton	$ 145.00/hr
6.6	307-01.09 C	5651 S. National Dr. Knoxville TN. 37914	$ 90.00/ton	$ 145.00/hr
6.7	307-01.15 CS	5651 S National Dr. Knoxville TN 37914	$ 125.00/ton	$ 145.00/hr

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3747

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		
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: Marsh USA **AUTHORIZING SIGNATURE:** _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: PTI - Pavement Restorations Inc. **AUTHORIZING SIGNATURE:** _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/09/2026

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

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

PRODUCER
Marsh USA LLC
4400 Comerica Bank Tower
1717 Main Street
Dallas, TX 75201

CN149084468-Stnd-GAWU-25-26 Yes

CONTACT NAME: CPI Certificate Requests
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: CPICerts@Marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Safety National Casualty Corp.	15105
INSURER B : Allied World National Assurance Company	10690
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
PRI of East Tennessee, Inc.
5651 S. National Drive
Knoxville, TN 37914

COVERAGES **CERTIFICATE NUMBER:** HOU-004447403-01 **REVISION NUMBER:** 2

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		GL6676944	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	5,000,000 1,000,000 10,000 5,000,000 10,000,000 10,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		CA6676946	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	5,000,000
B	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y		0312-5099	10/01/2025	10/01/2026	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		LDC4069570	10/01/2025	10/01/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	2,000,000 2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Knox County Government is/are included as Additional Insured (except Workers' Compensation) where required by written contract. Notice of Cancellation will be provided in accordance with the attached endorsements.

CERTIFICATE HOLDER

Knox County Government
Attn: Brian Hubbs
1000 N 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

Marsh USA LLC

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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: CONSTRUCTION PARTNERS, INC.

Endorsement Effective Date: 2025-10-01

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization as required by written contract or agreement that is executed prior to the loss.
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.

© Insurance Services Office, Inc., 2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

CHANGE

The following new provision is added to **A. Cancellation** of the **COMMON POLICY CONDITIONS** or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

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 10/01/2025 **Policy No.** CA 6676946 **Endorsement No.**

Named Insured CONSTRUCTION PARTNERS, INC. **Premium $** Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____
(Countersignature by the Broker or Agent shall only occur in the mailing states that require countersignature)

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 as required by written contract or agreement that is executed prior to the loss.	All of your projects.
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.

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.

© ISO Properties, Inc., 2004

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization as required by written contract or agreement that is executed prior to the loss.	All of your projects.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

CHANGE

The following new provision is added to **A. Cancellation** of the **COMMON POLICY CONDITIONS** or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

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	10/01/2025	**Policy No.** GL 6676944	**Endorsement No.**
Named Insured	CONSTRUCTION PARTNERS, INC.		**Premium $** Included
Insurance Company	Safety National Casualty Corporation		

Countersigned By _____
(Countersignature by the Broker or Agent shall only occur in the mailing states that require countersignature)

Endorsement No: 26
This Endorsement, effective: October 1, 2025
(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)
forms a part of Policy No: 0312-5099
Issued to: Construction Partners, Inc.
by: Allied World National Assurance Company

AMENDMENT TO DEFINITION OF INSURED – ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY WHERE REQUIRED BY CONTRACT

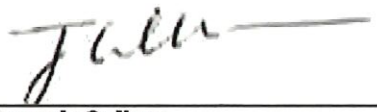
It is agreed that this policy is amended as follows:

Section **VI. DEFINITIONS**, Paragraph F. **Insured** is amended to include the following additional provision:

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is an additional **Insured** on your policy, but only if such person or organization is included under the coverage provided by **Scheduled Underlying Insurance**. Such person or organization is an additional **Insured** only with respect to liability arising out of **Your Work** at the location designated. Coverage afforded to these additional **Insured** parties will be primary to, and non-contributory with, any other insurance available to that person or organization where required of you by written contract or agreement.

The above provision does not apply to liability arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf.

All other terms and conditions of this policy remain unchanged.

By: 

Joseph Cellura

Title: **President, North American Casualty Division**

Endorsement No: 40
This Endorsement, effective: October 01, 2025
(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)
forms a part of Policy No: 0312-5099
Issued to: Construction Partners, Inc.
by: Allied World National Assurance Company

ADDITIONAL CANCELLATION NOTICE

It is agreed that Section **V. CONDITIONS** is amended to include the following additional provision:

Additional Cancellation Notice

If we cancel this policy for any reason, other than for the non-payment of premium, we will endeavor to provide advance notice of such cancellation to the entity(ies) or individual(s) listed on any Schedule of Additional Cancellation Notice attached to this policy. We will send notice to the email or mailing address listed on such Schedule at least thirty (30) days before the cancellation becomes effective. A notice shall be mailed only when a valid address is provided. In no event shall the notice to such person or entity exceed the notice to the first **Named Insured**. This advance notice of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notice will not extend the policy cancellation date nor negate cancellation of the policy, nor shall this endorsement provide any rights to any entity or individual not insured under this policy.

All other terms and conditions of this policy remain unchanged.

By: 

Joseph Cellura

Title: **President, North American Casualty Division**

Date: **October 01, 2025**

SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES ENDORSEMENT

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) IF COVERED BY YOUR POLICY. IF A STATE IS NOT LISTED BELOW, THIS FORM DOES NOT APPLY IN THAT STATE.
AL, GA, OK, SC

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 10/01/2025 Policy No. LDC4069570 Endorsement No.

Insured CONSTRUCTION PARTNERS, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

ATTACHMENT B
INVITATION FOR BID NUMBER 3747

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, Jim Krueger, President or other Principal

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

President or Principal Officer

For: Pavement Restorations Inc.
Name of Company

PAVEMENT RESTORATIONS, INC. CORPORATE SEAL 2025 TENNESSEE

STATE OF TENNESSEE}
COUNTY OF Knox }

Subscribed and sworn before me by Jim Krueger,

President or Principal Officer of Pavement Restorations Inc.,

On this 20 day of July 2026.

Notary Public

My Commission expires: October 3, 2026

TYRAH BAILEY STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY

ATTACHMENT C
INVITATION FOR BID NUMBER 3747

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with five (5) or more employees)

I, Jim Krueger, President or other Principal Officer of Pavement Restorations Inc, swear or affirm that the Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

PAVEMENT RESTORATIONS, INC. CORPORATE SEAL 2025 TENNESSEE

President or Principal Officer

For: Pavement Restorations
Name of Company

STATE OF TENNESSEE {COUNTY OF Knox }

Subscribed and sworn before me by Jim Krueger,

President or Principal Officer of Pavement Restorations Inc.,

On this 20 day of July 2026.

Tyrah Bailey
Notary Public

My Commission expires: October 3, 2026

TYRAH BAILEY STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY

Knox County Government

and

Rogers Group, Inc.

This Contract, made and entered into this ____day of _____, 2026 between Knox County Government, hereinafter referred to as "County" and Rogers Group, Inc., hereinafter referred to as "Contractor".

Whereas, County requested bids for Hot Mix Materials, (Invitation for Bids #3747) 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 County;

Whereas, Contractor agrees and undertakes to provide said services for County, as set forth in the Invitation for Bids, 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 and the Contractor's bid.

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 September 2026 and ends the 31st day of August 2027 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. Upon the mutual agreement of the Contractor and Knox County, the contract may be extended for four (4) additional one (1) year terms. This may result in a total of five (5) years. 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 in County's Invitation for Bids #3747 for Hot Mix Materials per the Contractor's written response (Attachment B) pursuant to all payments being subject to the County's review and approval.

3. Invoicing and reporting requirements. Contractor shall invoice Knox County upon the successful completion of a particular project as detailed in Invitation for Bids #3747. Invoices shall be sent to the address listed on the Purchase Order for the ordering department.

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.

Should the Contractor fail to provide Hot Mix Materials detailed herein, 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 an agreed upon timeframe. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County 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.

5. Appropriations. In the event no funds are appropriated for the Hot Mix Materials 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 Hot Mix Materials, 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 or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render Hot Mix Materials for Knox County in accordance with Invitation for Bids #3747.

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. Invitation for Bids #3747
B. Contractor's Response to Invitation for Bids #3747

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 (1) original copy on the day and year first above written.

Knox County Government

by: _____

Glenn Jacobs
Knox County Mayor

Rogers Group, Inc.

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A

Invitation for Bids #3747

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **HOT MIX MATERIALS** as specified herein. Bids must be received by **2:00 p.m. local time on July 22, 2026**. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 3747
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 & Bid Opening 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. Additional information requests and 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 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

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

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, 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 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 a schedule basis, item-by-item basis, an all or none basis, or by multiple award, whichever is in the best interest of the County. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BID DELIVERY:** Knox County requires respondents, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to 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. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours 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 **BUSINESS OUTREACH PROGRAM:** The purpose of this program is to increase the opportunity for companies doing business with Knox County by encouraging participation through site visits, providing education and support regarding policies and procedures, and actively recruiting all interested suppliers.

1.8 **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.

1.9 **COPIES:** Knox County **requires** that bids being submitted by hand be submitted with one (1) marked original and one (1) exact copy. If submitting electronically, no additional copies are needed.

1.10 **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 their bid being non-responsive and disqualified.

1.11 **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 submissions are strictly prohibited. Bids may be submitted by hand or commercial carrier.

1.12 **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.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

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

1.15 **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid 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.

1.16 **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 the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

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

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.

1.18 **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 bidders' ability.

1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests 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.

1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (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 bid procedures must be received in the Procurement Division no later than **4:30 p.m. local time on July 8, 2026**. These requirements also apply to specifications that are ambiguous.

1.21 **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. 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/services and the vendor's subsequent response.

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

1.23 **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.

1.24 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 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.

1.25 **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 BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in rejection of their bid.

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 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 Online 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 electronically less than twenty-four (24) hours prior to the bid opening 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:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

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

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

2.7 **CRIMINAL HISTORY CHECK:** Any and all successful bidders, Contractor's employees, and any Contractor's subcontractors and their employees 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 present. Reference Tennessee Code Annotated Section 49-5-413. Bidders **must** submit with their bid the Criminal History Affidavit of Compliance (Attachment B).

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 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 **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 bidder and each person signing on behalf of any bidder 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 bidder 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, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bid, (3) Bid, (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:** 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 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 this solicitation is to obtain a qualified firm(s) to provide hot mix materials as desired by Knox County on an as needed basis at an economical price. Knox County intends to make a Best Value Award. Best Value means more than low bid. It includes 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 **ACCOUNT SET-UP:** The successful Vendor(s) will be required to set up separate accounts for Knox County Engineering and Public Works and any other departments that may use this Term Contract. The successful Contractor(s) will be required to invoice, as well as post payment, to the proper agency.

3.4 **ADDITIONS-DELETIONS:** Knox County may, but shall not be required to, request the vendor to add items for Knox County. The successful vendor agrees that upon written designation by Knox County, it will provide such items under this Contract. Pricing for any additional items will be negotiated with the vendor. Knox County may delete from the Contract items in the pricing sheet without terminating the entire Contract. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in items.

3.5 **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 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.

3.6 **BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.

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 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.

3.8 **CERTIFICATIONS:** Contractor's equipment operators shall be certified in the proper operation of the equipment they will use under this Term Contract. Certifications of technicians shall be included in the bid package.

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

3.10 **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 an efficient and properly working email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone numbers and email addresses to the agency contracts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.

3.11 **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.

3.12 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the 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 County's account to avoid any interruption of service.

3.13 **CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful Contractor(s). The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any Contractor's Contract. If these types of master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.

3.14 **DELIVERY TIME:** If delivery is requested by Knox County, Contractor must be able to provide materials that Knox County desires within a two (2) business day time period after phone call is received from Knox County. Failure to do so may result in the termination of this Contract.

3.15 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges, including mileage, in their price. **There will be no extra hidden charges.** Delivery must be "free on board" to the County department.

3.16 **DRUG-FREE WORKPLACE:** If the Contractor has five (5) or more employees receiving pay, the Contractor shall have a Drug-Free Workplace Program that complies with, Title 50, Chapter 9 of the Tennessee Code Annotated, and shall provide the Affidavit (Attachment C) required by Public Acts 2000, Chapter 918.

3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price*	100 Points

*Knox County may also use three (3) pre-determined sample projects that are typical of the work that will be required of this Contract in order to evaluate pricing submitted.

3.18 **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.

3.19 **EXCEPTIONS TO SPECIFICATIONS:** Bidders taking exception to any part or section of these specifications shall indicate such exceptions in their bid response. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Exceptions will be negotiated for a mutual resolution.

3.20 **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.

3.21 **INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Attachment hereto. As proof 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 (COI) with the specified coverage and listing Knox County as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect.

3.22 **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 Addendum to the solicitation by the Knox County Procurement Division.

3.23 **INVOICE PROCEDURES:** 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 Contractor(s) 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.

3.23.1 The invoice must show the amount due to the Contractor by Knox County.
3.23.2 The invoice must show an itemized detailed material count, including: type of material(s) delivered or picked up, delivery or pick up location, delivery or pick up date, and the associated unit price for the material(s) delivered or picked up.
3.23.3 Invoices are to be original and uniquely pre-numbered.
3.23.4 Invoices which do not show this information are subject to rejection.

Knox County requests that invoices be easy to read and understand. Each participating agency to this contract may require different invoice information and procedures. This information and procedures shall be provided to the successful contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.

Invoices shall be sent to the "Bill To" address printed 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 your business invoices specify the department that desires to purchase from you. Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number.

There shall be no component billing. If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, contact the appropriate department listed in the "Bill To" section of the Purchase Order to determine its status.

3.24 **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 variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.

3.25 **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.

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

3.27 **OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) business days after the date fixed for opening the Invitation for Bid.

3.28 **OPEN 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 Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.29 **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.

3.30 **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:

a. Continue with the existing prices
b. Request a lower price increase
c. Not accept the renewal offer

If a price increase is approved by Knox County Procurement the approval notification will be done in writing and the contractor will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.31 **QUANTITIES:** Knox County does not guarantee any quantities to be purchased from this term Contract. Knox County does not have an exact dollar amount that was procured for these types of goods/services.

3.32 **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.

3.33 **REMOVAL OF VENDOR'S EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced licensed, 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.

3.34 **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.

3.35 **SAFETY EFFORTS:** The Contractor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, buildings, 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.

3.36 **SAFETY AND PROTECTION:** 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.

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.

3.37 **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 bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of all equipment to be used under this Contract.

3.38 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. local time on July 8, 2026**. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** Knox County is seeking a Contractor to provide hot mix materials as listed herein. Knox County will typically pick-up materials at the Vendor's location(s), however, Knox County reserves the right to request materials be delivered at the stated rate. All delivery locations will be within Knox County boundaries.

4.2 **LOCATIONS:** Vendor(s) must be located within thirty (30) miles of the Knox County Engineering and Public Works Department located at 205 West Baxter Avenue, Knoxville, TN 37917. Location(s) must be open Monday through Friday during normal business hours. Bidders **must** provide the business location(s) and hours of operation in Section 5.11.

4.3 **MIXING PLANT SPECIFICATIONS:** The mixing plant shall be a standard asphalt plant so designed, constructed, equipped and operated that the processing of the materials result in a uniform and satisfactory product meeting the requirements of the specification and produced at an uninterrupted rate that will meet the needs of the work. The mixer shall be of the pugmill type.

4.4 **PRICE ADJUSTMENTS:** TDOT Special Provision 109B, regarding price adjustments for bituminous material will be used for progress payments under this contract. The Basic Bituminous Material Index for this Contract will be June 2026 $746.92 per ton.

The Bituminous Material Index shall be reset every renewal period using the month of June index each year.

4.5 **PRODUCT AVAILABILITY:** Hot Mix products must be made available to Knox County Engineering and Public Works on an "as needed" basis. Knox County trucks shall be loaded with hot mix as they arrive in line with other trucks. Knox County shall not be placed on hold by the vendor(s) as other trucks are loaded that arrived after those of Knox County.

4.6 **T.D.O.T REGULATIONS:** All mix must meet the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction as outlined in the various sections of 307 and various sections of 411 specifications dated January 1, 2021, or current edition.

4.7 **WEIGHT:** All trucks will be subject to be weighed on the vendor(s) scales and must be certified and calibrated for accuracy. Knox County reserves the right to request such certification at any time during this Contract.

Please note that it is not necessary to return pages one (1) through ten (10). You must complete and return pages eleven (11) through sixteen (16).

SECTION V VENDOR INFORMATION FOR BID NUMBER 3747 - HOT MIX MATERIALS

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor: _____

5.2 Vendor number as assigned by Knox County: _____

5.3 Street Address: _____

City: _____ **State:** _____ **Zip:** _____

5.4 Contact Person: _____

5.5 Telephone Number: _____

5.6 Vendor'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 certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder 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 YES WITH EXCEPTION
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 Business Location(s):

Address:

_____

_____

_____

Hours of Operation:

Monday – Friday: _____

Saturday: _____

SECTION V VENDOR INFORMATION FOR BID NUMBER 3747 - HOT MIX MATERIALS – CONTINUED

Business Location(s):

Address:

_____

_____

_____

Hours of Operation:

Monday – Friday: _____

Saturday: _____

5.12	**Did you include the correct number of exact copies as detailed in Section 1.9?**	**YES**	**NO**
5.13	**Will you accept Knox County Credit Cards as payment without additional fees as detailed in Section 1.16?**	**YES**	**NO**
5.14	**Did you complete and include your Criminal History Affidavit as detailed in Section 2.7?**	**YES**	**NO**
5.15	**Did you include your certifications as detailed in Section 3.8?**	**YES**	**NO**
5.16	**Can you meet the Delivery Time as detailed in Section 3.14?**	**YES**	**NO**
5.17	**Did you include your Drug Free Workplace Affidavit as detailed in Section 3.16?**	**YES**	**NO**
5.18	**Did you complete and include the Insurance Checklist as detailed in Section 3.21?**	**YES**	**NO**
5.19	**Can you meet the Product Availability as detailed in Section 4.5?**	**YES**	**NO**

SECTION VI VENDOR PRICING FOR BID NUMBER 3747 - HOT MIX MATERIALS

VENDOR NAME: _____

ITEM NUMBER	ASPHALT MIX	PLANT LOCATION(S)	PRICE PER TON	DELIVERY, IF REQUESTED (TANDEM TRUCK PER HOUR)
6.1	307-01.08 BM-2		$	$
6.2	411-01.10 D		$	$
6.3	411-01.11 E		$	$
6.4	307-01.20 AS		$	$
6.5	307-01.01 A		$	$
6.6	307-01.09 C		$	$
6.7	307-01.15 CS		$	$

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3747

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		
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: _____ **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
INVITATION FOR BID NUMBER 3747

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
INVITATION FOR BID NUMBER 3747

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with five (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 Bids #3747

SECTION V VENDOR INFORMATION FOR BID NUMBER 3747 - HOT MIX MATERIALS ORIGINAL

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 **Vendor:** Rogers Group, Inc.

5.2 **Vendor number as assigned by Knox County:** 44360

5.3 **Street Address:** 601 Maryville Pike

City: Knoxville **State:** TN **Zip:** 37920

5.4 **Contact Person:** Coby Lancaster

5.5 **Telephone Number:** 270-348-6939

5.6 **Vendor's Email Address:** coby.lancaster@rogersgroupinc.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 certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder 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:** 1000220925
(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** **YES WITH EXCEPTION**
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 **Business Location(s):**

Address:

Candora Asphalt Plant

4405 Candora Ave, Knoxville, TN 37920

_____

Hours of Operation:

Monday – Friday: 7:00 a.m. to 4:00 p.m.

Saturday: Based on pre-scheduling

SECTION V VENDOR INFORMATION FOR BID NUMBER 3747 - HOT MIX MATERIALS – CONTINUED

Business Location(s):

Address:

Oak Ridge Asphalt Plant

250 Union Valley Rd, Oak Ridge, TN 37830

Hours of Operation:

Monday – Friday: 7:00 a.m. to 4:00 p.m.

Saturday: Based on pre-scheduling

5.12	Did you include the correct number of exact copies as detailed in Section 1.9?	(YES)	NO
5.13	Will you accept Knox County Credit Cards as payment without additional fees as detailed in Section 1.16?	YES	(NO)
5.14	Did you complete and include your Criminal History Affidavit as detailed in Section 2.7?	(YES)	NO
5.15	Did you include your certifications as detailed in Section 3.8?	(YES)	NO
5.16	Can you meet the Delivery Time as detailed in Section 3.14?	(YES)	NO
5.17	Did you include your Drug Free Workplace Affidavit as detailed in Section 3.16?	(YES)	NO
5.18	Did you complete and include the Insurance Checklist as detailed in Section 3.21?	(YES)	NO
5.19	Can you meet the Product Availability as detailed in Section 4.5?	(YES)	NO

SECTION VI VENDOR PRICING FOR BID NUMBER 3747 - HOT MIX MATERIALS

VENDOR NAME: Rogers Group, Inc.

ITEM NUMBER	ASPHALT MIX	PLANT LOCATION(S)	PRICE PER TON	DELIVERY, IF REQUESTED (TANDEM TRUCK PER HOUR)
6.1	307-01.08 BM-2	Candora or Oak Ridge Asphalt Plant	$ 95.00	$ 145.00
6.2	411-01.10 D	Candora or Oak Ridge Asphalt Plant	$ 130.00	$ 145.00
6.3	411-01.11 E	Candora or Oak Ridge Asphalt Plant	$ 108.00	$ 145.00
6.4	307-01.20 AS	Candora or Oak Ridge Asphalt Plant	$ 88.00	$ 145.00
6.5	307-01.01 A	Candora or Oak Ridge Asphalt Plant	$ 90.00	$ 145.00
6.6	307-01.09 C	Candora or Oak Ridge Asphalt Plant	$ 105.00	$ 145.00
6.7	307-01.15 CS	Candora or Oak Ridge Asphalt Plant	$ 125.00	$ 145.00

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3747

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		
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: Willis Towers Watson Southeast **AUTHORIZING SIGNATURE:** Robert Kramer

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

bidder name: Rogers Group, Inc. **AUTHORIZING SIGNATURE:** _____

ATTACHMENT B
INVITATION FOR BID NUMBER 3747

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, John Payne, President or other Principal

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

President or Principal Officer

For: Rogers Group, Inc
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by John Payne,

President or Principal Officer of Rogers Group, Inc,

On this 21st day of July 2026.

Notary Public

My Commission expires: 9-5-27

COBY LANCASTER
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY
My Commission Expires 09-05-2027

ATTACHMENT C
INVITATION FOR BID NUMBER 3747

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with five (5) or more employees)

I, John Payne, President or other Principal Officer of

Rogers Group, Inc, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

President or Principal Officer

For: Rogers Group, Inc.
Name of Company

STATE OF TENNESSEE {COUNTY OF Knox }

Subscribed and sworn before me by John Payne,

President or Principal Officer of Rogers Group, Inc.,

On this 21st day of July 2026.

Notary Public

My Commission expires: 9-5-27

COBY LANCASTER
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY
My Commission Expires 09-05-2027

July 22nd, 2026

Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville, TN 37917

Re: Bid No. 3747 – Hot Mix Materials FY 2027

To Whom It May Concern:

Pursuant to Section 3.8 of the contract document, our TDOT-certified quality control technicians list is enclosed. The current certifications of our TDOT approved hot mix plants that will be utilized to service this Term Contract have also been enclosed.

Should you have any questions or require additional information or clarifications, please contact me at (270) 348-6939 or coby.lancaster@rogersgroupinc.com.

Sincerely,
Rogers Group, Inc.

Coby Lancaster, PE
Estimating Manager, East Tennessee

Plant Mix Asphalt Contractor Quality Control Plan

Year: 2026

Plant Name: Rogers Group - Candora **Location:** Knoxville, TN
Address: 4405 Candora Ave, Knoxville, TN 37920

Quality Control Personnel			
Name:	Andre Keith	**Cert. Number:**	PT-2100, LT-283
Name:	Tyler Stubbs	**Cert. Number:**	PT&LT-4135
Name:	Marc Taylor	**Cert. Number:**	PT-443, LT-582
Name:	Stacie Massengill	**Cert. Number:**	PT&LT-5676
Name:	Ken Flowers	**Cert. Number:**	PT-27, LT-90
Name:	Andrew McCartt	**Cert. Number:**	PT&LT-4373

Attached is the proposed Quality Control Plan with regards to Plant Mix Asphalt produced at the location identified above. The Quality Control Personnel will sample, test, and inspect in accordance with the TDOT Standard Specifications for Road and Bridge Construction, Table 407.03-3 acknowledged in this plan, and the attached frequency schedule.

Submitted By: Andrew McCartt **Cert. Number:** 4373
Date: 12/11/2025

Approved by: Anthony Boggs
Date: 1/12/2026

Original to: Materials and Tests Field Services, submitted annually for approval
Approved Copy to: District Operations Team Lead, distributed at the Pre-Construction Conference

Plant Mix Asphalt Contractor Quality Control Plan

Table 407.03-3: Recommended Items for a Contractor Quality Control Plan. Mark All that are applicable to the Plant listed above

Plant Name: Rogers Group - Candora **Location:** Knoxville, TN

A. All Types of Plants

Mark All boxes that are applicable to the plant listed above.

- ☑ **1: Stockpiles**
  - a: Determine gradation of all incoming aggregates.
  - b: Inspect stockpiles for separation, contamination, segregation, etc.
  - c: Conduct a fractured face count when gravel is used as coarse aggregate.
  - d: Determine the percent of glassy particles in slag coarse aggregate.
  - e: Determine gradation and asphalt content of recycled asphalt pavement when used as a component material.
- ☑ **2: Cold Bins**
  - a: Calibrate the cold gate settings.
  - b: Observe operation of Cold feed for uniformity.
  - c: Ensure that bins have proper dividers to prevent materials from spilling over into adjacent bins.
- ☑ **3: Dryer**
  - a: Observe pyrometer for aggregate temperature control.
  - b: Observe efficiency of the burner
  - c: Determine the percent dust coating on plus 4 material.
  - d: Check dried aggregate for contamination due to incomplete combustion of fuel
- ☑ **4: Hot Bins**
  - a: Determine gradation of aggregates in each bin.
  - b: Determine theoretical combined grading.
- ☑ **5: Bituminous Mixture**
  - a: Determine percent bitumen.
  - b: Determine mix gradation
  - c: Check mix temperature.
  - d: Determine percent moisture in mix when recycled asphalt pavement is a component material.
  - e: Determine Loss-On-Ignition (LOI) of aggregates in mix where applicable
  - f: Check the mix for uncoated aggregate.
  - g: Ensure that handling procedures do not contribute to segregation of the mix.
  - h: Determine Drain-Down if applicable

Plant Mix Asphalt Contractor Quality Control Plan

Table 407.03-3: Recommended Items for a Contractor Quality Control Plan. Mark All that are applicable to the Plant listed above

Plant Name: Rogers Group - Candora **Location:** Knoxville, TN

Mark All boxes that are applicable to the plant listed above.

B. Batch Plants

- ☐ **1:** Batch Weights - Determine percent used and weight to be pulled from each bin to assure compliance with the JMF
- ☐ **2:** Check mixing time (both dry and wet).
- ☐ **3:** Check operations of weigh bucket and scales
- ☐ **4:** Document accuracy of all weighing and metering devices for:
  - a: Asphalt Cement
  - b: Aggregate
  - c: Anti-strip additive

C. Drum Mixer Plant

- ☑ **1:** Calibrate the cold feed and prepare a calibration chart for each cold gate.
- ☑ **2:** Develop information for the synchronization of the aggregate feed and the bituminous material feed.
- ☑ **3:** Determine moisture content of aggregate being fed into dryer.
- ☑ **4:** Determine the percent dust coating on dried plus 4 material.
- ☑ **5:** Check dried aggregate for incomplete combustion of fuel.
- ☑ **6:** Document accuracy of all weighing and metering devices for:
  - a: Asphalt cement
  - b: Aggregate
  - c: Anti-strip additive

* Consider the activities identified in Table 407.03-3 to be normal activities necessary to control the production of asphalt concrete at an acceptable quality level. However, note that depending on the type of process or materials, some of the activities listed may not be necessary, and in other cases, additional activities may be required.

Plant Mix Asphalt Contractor Quality Control Plan

Plant Name: Rogers Group - Candora **Location:** Knoxville, TN

Testing Frequency Schedule

Material	Test	Frequency	Location	Remarks
Aggregates	Gradation (AASHTO T-30/T-11	Prior to production of hot mix and as needed for control	Stockpiles, each size and type used	Report on DT0275 or DT1314
	Stockpile Moistures	Daily		
	Glassy Particle Count			Slag Only, +4 material
	Fractured Face Count			Gravel mixes, +4 material
Plant Mix Asphalt Grading B, BM, BM2, C, CM, CW, D, E, CS, TL, TLD, OGFC, TLE	Aggregate Gradation, Asphalt Content, Vacuum Extraction AASHTO T-164 Method E Gradation AASHTO T-30 or Ignition Oven T-308 Method A per TDOT Specs	Minimum one for production ≤ 1000 tons and minimum one AM and one PM for production > 1000 tons in such a manner as determined daily to properly control the mix.	Completed mix in truck, sampled from at least three locations	AASHTO T-164 Extraction. Mixtures will be accepted for Gradation by AASHTO T30/T11, nuclear AC gauge when applicaple
	Volumetric Verification	At the start of production on unmodified mixes and each 1/2 day of production of modified mixes		100 tons < 1 set of tests< 1000 tons over 1000 tons 2 sets of tests
	TSR	One per mix per project		at start up during mix QC verif.
	Temperature	Every fifth load after plant stabilizes		Recorded on truck ticket
	LOI	One per day		Surface Mixes w/ any limestone
	Drain down	Per day/shift		OGFC mixes only, AASHTO T-305
Mixes containing RAP or Gravels (In addition to Plant Mix Asphalt Test/Frequency above)	Moisture in Mix	Daily		AASHTO T-255: ((wet-dry)/dry) x 100=% moisture
Grading A, AS, ACRL, 313TPB	Aggregate Gradation	Minimum one for production ≤ 1000 tons and minimum one AM and one PM for production > 1000 tons in such a manner as determined daily to properly control the mix.	Bin sample for batch plant, Belt sample for drum plant, or completed mix in truck for burn or solvent wash	Sample to be reduced to proper sample size (may conduct more than one test and average results) AASHTO T-30/T11
RAP	Aggregate Gradation, Asphalt Content, Vacuum Extraction AASHTO T-164 Method E Gradation AASHTO T-30 or Ignition Oven T-308 Method A per TDOT Specs	Prior to production of hot mx and once every 2000 tons of rap used	Stockpiles	
Plant Calibration (AC Meter/Scales, Aggregate Scales or Belt Load cell)		Annually and as needed for control	Asphalt Plant	

Original to: Materials and Tests Field Services, submitted annually for approval

Approved Copy to: District Operations Team Lead, distributed at the Pre-Construction Conference

Plant Mix Asphalt Contractor Quality Control Plan

Plant Name: Rogers Group - Candora **Location:** Knoxville, TN

Testing Frequency Schedule Continued

Material	Test	Frequency	Location	Remarks
Control Charts		AC & Gradation on unmodified and Stability, Flow, Rice, Voids, and Dust to Asphalt for modified mixes. Drain down for OGFC mixes	Asphalt Plant Laboratory	Plot on mix control charts and post in the laboratory
Anti-Strip	Flow Meter Check	Verify rate daily, calibrate monthly during full production	Asphalt Plant	Identify on Daily Report
Test Equipment	Verification/Calibration	As identified in AASHTO R-18	Asphalt Plant Laboratory	Maintain Documentation for biannual laboratory qualification/inspection
Burn-Out Oven	Correction Factor Calibration	Monthly per mixture, see Spec 407.20 B.3	Asphalt Plant Laboratory	Send results to M&T Field Services Laboratory
Emulsion	Rapid Sieve Test, Rapid Residue by Evaporation	Material stored for a duration of 2 weeks for each tanker, distributor, or storage container	Asphalt Plant	Report on Tack tab of the Plant Workbook

Plant Mix Asphalt Contractor Quality Control Plan

Year: 2026

Plant Name: Rogers Group - Oak Ridge **Location:** Oak Ridge, TN
Address: 250 Union Valley Rd, Oak Ridge, TN 37830

Quality Control Personnel			
Name:	Andre Keith	**Cert. Number:**	PT-2100, LT-283
Name:	Tyler Stubbs	**Cert. Number:**	PT&LT-4135
Name:	Marc Taylor	**Cert. Number:**	PT-443, LT-582
Name:	Stacie Massengill	**Cert. Number:**	PT&LT-5676
Name:	Ken Flowers	**Cert. Number:**	PT-27, LT-90
Name:	Andrew McCartt	**Cert. Number:**	PT&LT-4373

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Submitted By: Andrew McCartt **Cert. Number:** 4373
Date: 12/11/2025

Approved by: Anthony Boggs
Date: 1/12/2026

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Plant Mix Asphalt Contractor Quality Control Plan

Table 407.03-3: Recommended Items for a Contractor Quality Control Plan. Mark All that are applicable to the Plant listed above

Plant Name: Rogers Group - Oak Ridge **Location:** Oak Ridge, TN

A. All Types of Plants

Mark All boxes that are applicable to the plant listed above.

☑ **1: Stockpiles**

- a: Determine gradation of all incoming aggregates.
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- c: Conduct a fractured face count when gravel is used as coarse aggregate.
- d: Determine the percent of glassy particles in slag coarse aggregate.
- e: Determine gradation and asphalt content of recycled asphalt pavement when used as a component material.

☑ **2: Cold Bins**

- a: Calibrate the cold gate settings.
- b: Observe operation of Cold feed for uniformity.
- c: Ensure that bins have proper dividers to prevent materials from spilling over into adjacent bins.

☑ **3: Dryer**

- a: Observe pyrometer for aggregate temperature control.
- b: Observe efficiency of the burner
- c: Determine the percent dust coating on plus 4 material.
- d: Check dried aggregate for contamination due to incomplete combustion of fuel

☑ **4: Hot Bins**

- a: Determine gradation of aggregates in each bin.
- b: Determine theoretical combined grading.

☑ **5: Bituminous Mixture**

- a: Determine percent bitumen.
- b: Determine mix gradation
- c: Check mix temperature.
- d: Determine percent moisture in mix when recycled asphalt pavement is a component material.
- e: Determine Loss-On-Ignition (LOI) of aggregates in mix where applicable
- f: Check the mix for uncoated aggregate.
- g: Ensure that handling procedures do not contribute to segregation of the mix.
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Plant Mix Asphalt Contractor Quality Control Plan

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Plant Name: Rogers Group - Oak Ridge **Location:** Oak Ridge, TN

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Plant Mix Asphalt Contractor Quality Control Plan

Plant Name: Rogers Group - Oak Ridge **Location:** Oak Ridge, TN

Testing Frequency Schedule

Material	Test	Frequency	Location	Remarks
Aggregates	Gradation (AASHTO T-30/T-11	Prior to production of hot mix and as needed for control	Stockpiles, each size and type used	Report on DT0275 or DT1314
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	Glassy Particle Count			Slag Only, +4 material
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	TSR	One per mix per project		at start up during mix QC verif.
	Temperature	Every fifth load after plant stabilizes		Recorded on truck ticket
	LOI	One per day		Surface Mixes w/ any limestone
	Drain down	Per day/shift		OGFC mixes only, AASHTO T-305
Mixes containing RAP or Gravels (In addition to Plant Mix Asphalt Test/Frequency above)	Moisture in Mix	Daily		AASHTO T-255: ((wet-dry)/dry) x 100=% moisture
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Plant Calibration (AC Meter/Scales, Aggregate Scales or Belt Load cell)		Annually and as needed for control	Asphalt Plant	

Original to: Materials and Tests Field Services, submitted annually for approval

Approved Copy to: District Operations Team Lead, distributed at the Pre-Construction Conference

Plant Mix Asphalt Contractor Quality Control Plan

Plant Name: Rogers Group - Oak Ridge **Location:** Oak Ridge, TN

Testing Frequency Schedule Continued

Material	Test	Frequency	Location	Remarks
Control Charts		AC & Gradation on unmodified and Stability, Flow, Rice, Voids, and Dust to Asphalt for modified mixes. Drain down for OGFC mixes	Asphalt Plant Laboratory	Plot on mix control charts and post in the laboratory
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Burn-Out Oven	Correction Factor Calibration	Monthly per mixture, see Spec 407.20 B.3	Asphalt Plant Laboratory	Send results to M&T Field Services Laboratory
Emulsion	Rapid Sieve Test, Rapid Residue by Evaporation	Material stored for a duration of 2 weeks for each tanker, distributor, or storage container	Asphalt Plant	Report on Tack tab of the Plant Workbook

Knox County
Business Tax Standard License

July 10, 2025

ROGERS GROUP, INC.
421 GREAT CIRCLE RD
NASHVILLE TN 37228-1403

Letter ID: L0840963776
Expiration Date: 15-Aug-2026
Return Due By: 15-Jul-2026

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 1000220925 and your classification is 4. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on July 15, 2026. Please visit www.tn.gov/revenue for additional information.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA

✂ .....

Knox County
Business Tax Standard License

This certificate must be publicly displayed.

ROGERS GROUP, INC.
601 MARYVILLE PIKE
KNOXVILLE TN 37920-3936

Date Issued: 10-Jul-2025
Classification: 4
Letter ID: L0840963776
License Number: 1000220925
Expiration Date: 15-Aug-2026

RLA-18693 **17.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
Requested By:	Zach Johnson, SOLID WASTE		
Department:	SOLID WASTE		
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 from the Tennessee Department of Transportation (TDOT) Litter Grant Program for Fiscal Year 2027 for an amount up to $170,900.00. (No local match required)
(Engineering and Public Works)

Attachments

Executive Summary
Litter Grant 2027

Executive Summary

Nature of Request

Authorizing a resolution granting Knox County approval to enter into a contract with the Tennessee Department of Transportation (TDOT) in the amount of $170,900 for the FY 2027 Litter Grant. Grant funds will be used for litter removal activities and litter prevention education. Of the total grant amount, $59,815 is allocated for litter education services provided by Keep Knoxville Beautiful, which was awarded a Litter Education contract through a competitive solicitation process. No local match is required; however, Knox County provides in-kind support as needed for supplies, fuel, labor, and overhead. Contract execution was delayed due to accounting changes within the Litter Grant Program. The contract will be retroactive to July 1, 2026.

Purpose/Need

This grant provides funding to support the Knox County Litter Crew and associated personnel in removing litter along Knox County roadways and eligible State of Tennessee rights-of-way, including the cleanup of roadside dumping sites. The grant also funds litter prevention and education efforts targeted toward a wide range of audiences, including the general public, media, government officials, businesses, students, civic leaders, and community volunteers. Additionally, grant funds support the Adopt-A-Road program and other organized cleanup efforts by supplying materials such as trash bags, litter grabbers, and safety signage.

History

Since 1983, wholesale beverage tax revenues generated under T.C.A. § 67-4-402 and T.C.A. § 57-5-201 have funded TDOT's Highway Beautification Office Litter Grant Program. State law grants TDOT discretion in the use of these funds for litter removal, litter prevention, recycling initiatives, and activities addressing litter-related impacts such as stormwater runoff. Knox County has participated in this program for many years and has consistently utilized these funds to support countywide litter abatement and education efforts.

Statement of Support

These services are already reflected in the annual budget request, and no additional appropriations are required for Commission approval. Eligible expenditures incurred by Knox County are reimbursed through the grant. While no local match is required, the County provides in-kind contributions as necessary. Knox County submits monthly activity reports and reimbursement requests to the State. Under program requirements, Knox County must dedicate a minimum of thirty-five percent (35%), or $59,815 for FY 2027, to litter education. These education services are provided through a competitively procured contract with Keep Knoxville Beautiful.

Zach Johnson
Director, Solid Waste
Knox County Engineering and Public Works

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, 2026	June 30, 2027	40100-51775	90425

Grantee Legal Entity Name	Edison Vendor ID
Knox County	2830

Subrecipient or Recipient	Assistance Listing Number
☐ Subrecipient ☒ Recipient	Grantee's fiscal year end

Service Caption (one line only)

FY27 Knox County Litter Grant

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2027	$ 170,900.00				$170,900.00
TOTAL:	**$170,900.00**				**$170,900.00**

Grantee Selection Process Summary

☒ Competitive Selection	Application received from County and evaluated by TDOT Staff. An equitable funding distribution methodology was used based on the road miles and population within the county jurisdiction.
☐ 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.

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
TX00376104	

Z-27-LIT-047

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
KNOX COUNTY

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Knox County, hereinafter referred to as the "Grantee," is for the provision of Scope of Service Caption, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000002830

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. The Grantee shall participate in the TDOT Litter Grant Program by performing litter pickup and litter prevention education. The Grantee's expenditures shall be in accordance with the provisions of TCA 41-2-123(c) in order to be eligible for reimbursement. Requests for travel compensation must be pre-approved in writing by the State.

A.3. Safety Requirements. The Grantee shall require persons working on or adjacent to the highway right-of-way to wear safety-colored vests and appropriate personal protective equipment. The Grantee shall also provide appropriate traffic control in work zones in accordance with the current Manual on Uniform Traffic Control Devices as published by the Federal Highway Administration.

A.4. Litter pickup and prevention education operations shall be conducted by the Grantee in accordance with program guidelines as listed in the current TDOT Litter Grant Program manual, a copy of which is available from the Grantor State Agency upon request.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2026 ("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 One Hundred Seventy Thousand Nine Hundred ($170,900.00) ("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:

TDOT Litter Grant Program
Local Programs and Community Investments Division
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave, 12th Floor
Nashville, TN 37243-0333

Or

Electronic transmission to:
TDOT.HBO.Invoices@tn.gov

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Tennessee Department of Transportation, Local Programs and Community Investments
(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 ninety (90) 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:

Steve Allen, Director
Local Programs and Community Investments Division
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave, 12th Floor
Nashville, TN 37243-0333

Steve.Allen@tn.gov
Antonia.Hayes@tn.gov
Victoria.X.Cooper@tn.gov
TDOT.HBO.Invoices@tn.gov
Telephone # (615) 741-0059

The Grantee:

Mr. Glenn Jacobs, Knox County Mayor
Knox County Government
400 Main Street, Ste. 630
Knoxville, TN 37902
county.mayor@knoxcounty.org
Telephone # 865-215-2005
FAX # 865-215-2002

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 or suspend this Grant Contract upon written notice to the Grantee. The State's right to terminate or suspend 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 or suspension date but shall not be entitled to compensation for any services performed subsequent to termination date or during a period of suspension. 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 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. The Grantee agrees that it will spend a minimum amount of Fifty Nine Thousand Eight Hundred Fifteen ($59,815.00) for education in the prevention of litter. No line-item changes may result in a decrease in the education allotment specified above. Allowable education expenses include training and travel expenses, including expenses for attending training events sponsored by the Department of Transportation or Keep Tennessee Beautiful.

IN WITNESS WHEREOF,

GRANTEE LEGAL ENTITY NAME:

GRANTEE SIGNATURE	**DATE**
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)	

TENNESSEE DEPARTMENT OF TRANSPORTATION:

Will Reid, Commissioner	**DATE**
LESLIE SOUTH, GENERAL COUNSEL **APPROVED AS TO FORM AND LEGALITY**	**DATE**

ATTACHMENT ONE

GRANT BUDGET				
LITTER PICKUP & PREVENTION EDUCATION				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following **Applicable Period:** **BEGIN: JULY 1, 2026** **END: JUNE 30, 2027**				
	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
	Salaries, Benefits & Taxes	$ 100,831.00	0.00	$ 100,831.00
	Professional Fee, Grant & Award [2]	$ 59,815.00	0.00	$59,815.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	$ 10,254.00	0.00	$ 10,254.00
	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	**$ 170,900.00**	**0.00**	**$170,900.00**

[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 ONE

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Required litter prevention education amount.	$ 59,815.00
TOTAL	$ 59,815.00

RLA-18694 **18.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026
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 a Budget Supplement agreement not to exceed $30,250.00 to the existing professional services contract with Ardurra (formerly Cannon & Cannon) for additional work to extend the scope of improvements on the Coward Mill Phase II project.
(Engineering and Public Works)

Attachments

Coward Mill Ph II Supplement 6

ARDURRA
COLLABORATE. INNOVATE. CREATE.

July 30, 2026

Ben Friend, P.E.
Director of Transportation Engineering
Knox County Engineering and Public Works
205 W. Baxter Avenue
Knoxville, TN 37917

RE: Budget Supplement Amendment No. 6 for Professional Services
Design Modifications During Construction Activities and Future Greenway Preliminary Layout
Coward Mill Road Widening, Knox County, TN

Dear Mr. Friend:

Ardurra, formerly Cannon & Cannon, Inc., appreciates the opportunity to submit this budget amendment agreement for the referenced project. The original agreement for this project was executed with Knox County on June 24, 2020. The following is a summary of the revised proposed scope of work.

SCOPE OF WORK – BASIC SERVICES – SUPPLEMENT #6

During construction activities near the intersection of Coward Mill Road West, it was determined that the gas line conflicted with the proposed roadway drainage. Knox County requested Ardurra to look at modifying the roadway design to eliminate the conflict. Due to the elevation of the gas line, the original Coward Mill Road profile had to be raised 2 feet at the intersection of Coward Mill Road West. Because the roadway profile was already on a steep grade at the intersection, raising the roadway and introducing new vertical curves to tie back into the original profile required over 500 feet of improvements along Coward Mill Road. Raising the profile at the intersection also resulted in the need to adjust the profile for Coward Mill Road West. More than 250 feet of improvements were needed along Coward Mill Road West. Cross sections and ditches for both Coward Mill Road and Coward Mill Road West were updated in the process. The profiles for 2 driveways off of Coward Mill Road West that are located approximately 55 feet from the intersection also had to be raised and the driveways update accordingly.

In addition, Knox County requested on site meetings with the Contractor, Knox County Engineering and Project CEI Consultant to review the design, discuss the railroad drainage and other construction topics.

As the project progressed, Knox County asked Ardurra to explore the feasibility of a greenway that would come off Coward Mill Road near the new proposed bridge and go down to Beaver Creek. A preliminary design for a

1,030 ft long greenway, including horizontal and vertical alignments and the corresponding slope impacts was generated.

These additional services were necessary beyond the project scope of work, and the fees are summarized on an hourly basis at the current Ardurra standard hourly rates. These services total **$30,250** of engineering fees. At this time, we are requesting approval of the additional service, not to exceed **$30,250**. Upon your approval, we will provide an invoice as necessary.

We appreciate the continued opportunity to work with Knox County on this project. If this proposed Budget Supplement Amendment agreement is found acceptable, please have this document signed and return one copy for our records. Please do not hesitate to contact us with any questions or if you require additional information.

Sincerely,

Becky Headrick

Becky Headrick, P.E.
Project Manager

AUTHORIZATION TO PROCEED:

By:_____ Date:_____

RLA-18695 **19.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026
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 a construction contract with Whaley Construction, LLC in the amount of $2,844,120.38 for the construction of the Gibbs Pedestrian Bridge project.
(Engineering and Public Works)

Attachments

Whaley Const Cont - Gibbs

PROPOSAL CONTRACT

FOR THE CONSTRUCTION OF

Contract No. 45929.00

PIN:	132969.00
County:	Knox
Federal Project No.:	TAP-M-131(54)
State Project No.:	47LPLM-F3-221
Description Of Project:	Pedestrian Bridge over SR-131 (Tazewell Pike)
Project Length:	0.101 Miles
Completion Time:	365 Days from Notice to Proceed
Knox County Procurement Bid Number:	3753

By: Whaley Construction, LLC.

City, St.: Kodak, TN

Surety: Great American Insurance Company

TDOT Version: 10/6/2025

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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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106BA	Build America, Buy America Act Requirements	10-06-25	6
107CPLP	Certified Payrolls – Local Programs	01-17-23	1
107FP	Water Quality and Storm Water Permits	12-09-24	4
1230	Equal Employment Opportunity	09-07-22	6
1231	Equal Employment Opportunity (11246)	09-07-22	6
1232	Affirmative Action (Exec Order11246)	06-20-22	3
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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 KNOX COUNTY PROCUREMENT DIVISION

INSTRUCTIONS TO BIDDERS

BIDS TO BE RECEIVED

7/27/2026

Sealed bids for the construction of the following projects will be received by the KNOX COUNTY PROCUREMENT DIVISION**, 1000 N. CENTRAL STREET, SUITE 100, KNOXVILLE, TN 37917** until 4:00 **PM 7/27/2026** and opened publicly at 1000 N. CENTRAL STREET, SUITE 100, KNOXVILLE, TN 37917**, 4:00 PM 7/27/2026**. 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 **KNOX COUNTY PROCUREMEN DIVISION**). Information received from other offices of the KNOX COUNTY PROCUREMENT DIVISION 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 KNOX COUNTY PROCUREMENT DIVISION 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 KNOX COUNTY PROCUREMENT DIVISION, 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 KNOX COUNTY PROCUREMENT DIVISION will be subject to approval by the Tennessee Department of Transportation. The KNOX COUNTY PROCUREMENT DIVISION 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 KNOX COUNTY PROCUREMENT DIVISION 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 KNOX COUNTY PROCUREMENT DIVISION will be promoted thereby.

The KNOX COUNTY PROCUREMENT DIVISION 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 KNOX COUNTY PROCUREMENT DIVISION.

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 KNOX COUNTY PROCUREMENT DIVISION 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 KNOX COUNTY PROCUREMENT DIVISION 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 KNOX COUNTY PROCUREMENT DIVISION, 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 KNOX COUNTY PROCUREMENT DIVISION. 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 KNOX COUNTY PROCUREMENT DIVISION 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 KNOX COUNTY PROCUREMENT DIVISION and made by a surety company, qualified and authorized to transact business in the State of Tennessee and must be acceptable to the KNOX COUNTY PROCUREMENT DIVISION.

If a check is offered as guaranty, the check of the successful bidder will be cashable at the discretion of the KNOX COUNTY PROCUREMENT DIVISION, pending the satisfactory execution and acceptance of the contract and the contract bond.

ISSUANCE OF BIDDING DOCUMENTS

This KNOX COUNTY PROCUREMENT DIVISION 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 **[0.00%]** 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 **[$1.65]** per sheet. Individual Plan sheets and individual Standard Drawings will be furnished at **[$1.00]** per sheet. Tabulations of bids will be furnished at **[$1.00]** 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 KNOX COUNTY PROCUREMENT DIVISION. 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 KNOX COUNTY PROCUREMENT DIVISION.

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 form is due by 4:30 PM on the following Wednesday). Failure to complete and submit this form within the time period 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 KNOX COUNTY PROCUREMENT DIVISION 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 KNOX COUNTY PROCUREMENT DIVISION 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: 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

SP102I

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

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)
(Rev. 10-6-25)

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, requires 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.

Federal Highway Administration (FHWA) Code of Federal Regulations (CFR) Title 23 Part 635.410, Buy America Requirements.

Office of Management and Budget (OMB) Code of Federal Regulations (CFR) Title 2 Part 184, Buy America Preferences for Infrastructure Projects and revised 200.322.

A. Iron or steel products meeting CFR Title 23 Part 635.410 (b).

All manufacturing processes for iron or 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 or steel products, the bidder will have the option of (1) submitting a bid for furnishing domestic iron or steel products, or (2) submitting a bid for furnishing domestic iron or steel product and a bid for furnishing foreign iron or steel product. 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 or steel product and, (b) the total bid price using the bid price for furnishing foreign iron or steel product.

For the total bid based on furnishing foreign iron or steel products to be considered for award, the lowest total bid based on furnishing domestic iron or steel products must exceed the lowest total bid based on furnishing foreign iron or steel product 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 iron or steel products.

Iron or steel products are defined as products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed from iron or 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. Provide a certification to the Engineer with each shipment of iron or steel products to the project site that the manufacturing processes for the iron or steel products occurred in the United States. No iron or steel products shall be placed until the contractor ensures the requirements of this provision are met.

The requirements do not prevent a minimal use of foreign materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or $2,500.00, whichever is greater. If iron or steel products not meeting the requirements of this provision is used, 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 iron or steel product, 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 iron or steel product that is permanently incorporated into the project that does not meet these requirements of this provision without prior written approval from the Department, up to and including removal and replacement.

B. Manufactured products used and permanently incorporated in the project are produced in the United States meeting CFR Title 23 Part 635.410 (c).

1) The following definitions apply to this subsection:

Component means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into a manufactured product or, where applicable, an iron or steel product.

Excluded materials means Section 70917(c) materials as defined in 2 CFR 184.3. (cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives)

Iron or steel products means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

Manufactured products means articles, materials, or supplies that have been processed into a specific form and shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. If an item is classified as an iron or steel product, an excluded material, or other product category as specified by law or in 2 CFR part 184, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product may include components that are iron or steel products, excluded materials, or other product categories

as specified by law or in 2 CFR part 184. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

Manufacturer, in the case of manufactured products, means the entity that performs the final manufacturing process that produces a manufactured product.

Predominantly of iron or steel or a combination of both means that the cost of the iron or steel content exceeds 50 percent of the total cost of all its components. The cost of iron or steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

Produced in the United States, in the case of manufactured products means:

a) For projects obligated on or after **October 1, 2025**, the product was manufactured in the United States; and,

b) For projects obligated on or after **October 1, 2026**, the product was manufactured in the United States and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.

2) An article, material, or supply shall only be classified as an iron or steel product, a manufactured product, or other products as specified by law or in 2 CFR part 184. An iron or steel product must meet the requirements of subsection A. Except as otherwise provided in this subsection B, an article, material, or supply shall not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the above listed categories. The classification of an article, material, or supply as falling into one of the categories listed in this subsection B must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron or steel product or manufactured product will be incorporated.

a) With respect to precast concrete products that are classified as manufactured products, components of precast concrete products that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of subsection A. The cost of such components shall be included in the applicable calculation for purposes of determining whether the precast concrete product is produced in the United States.

b) With respect to intelligent transportation systems and other electronic hardware systems that are installed in the highway right of way or other real property and classified as manufactured products, the cabinets or other enclosures of such systems that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of subsection A. The cost of cabinets or other enclosures shall be included in the applicable calculation for purposes of determining whether systems referred to in the preceding sentence are produced in the United States.

3) In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, recipients shall determine the cost as follows:

   a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

   b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph a) of this subsection, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

4) The provisions of this subsection B are separate and severable from one another and from the other provisions of this section. If any provision is stayed or determined to be invalid, the remaining provisions shall continue in effect.

Provide a certification to the Engineer with each delivery of a manufactured product to the project site that the manufactured product is produced in the United States. No manufactured products shall be placed until the Contractor ensures the requirements of this provision are met.

C. **Construction materials** include an article, material, or supply that is or consists of only one of the materials listed meeting CFR Title 2 Part 184.

- 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.

Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

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. All submittals required for Buy America are submitted to the Engineer prior to the products and or materials being incorporated in the project.

Provide a certification to the Engineer with each delivery of construction materials to the project site that the manufacturing processes for the construction material occurred in the United States. No construction materials shall be placed until the contractor ensures the requirements of this provision are met.

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

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:

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 costs associated with products that are permanently incorporated into the project that does not meet these requirements of this 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. 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

NPDES PERMIT

TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
Davy Crockett Tower, 9th Floor
500 James Robertson Parkway
Nashville, Tennessee 37243-1102

Tracking No. TNR137957

Notice of Coverage (NOC) under the General NPDES Permit for
STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES (CGP)

Under authority of the Tennessee Water Quality Control Act of 1977 (T.C.A. 69-3-101 et seq.) and the delegation of authority from the United States Environmental Protection Agency under the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 (33 U.S.C. 1251, et seq.) in accordance with effluent limitations, monitoring requirements and other conditions set forth herein. CGP requirements and permit overview are located here. Your coverage under the CGP shall be terminated upon receipt of Notice of Termination (NOT).

Construction Project:	**Gibbs Pedestrian Bridge**
Area of Disturbance:	**1.12 acres**
Master Tracking Number:	**TNR137957**
Permittee Name:	**Knox County**
Project Name:	**Gibbs Pedestrian Bridge**
is authorized to discharge:	stormwater associated with construction activities
from facility location:	**7715 Tazewell Pike, Corryton, TN 37721, Knox County**
to receiving waters named:	**MIsc. Trib of Beaver Creek**
Effective date:	**05/13/2025**
Expiration date:	**09/30/2026**
Contractors:	**no contractor identified**

No Exceptional Tennessee Waters were identified by TDEC.

CN-0759 RDA 2366

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. 9-7-22)
(Rev. 5-1-25)

January 1, 2021

SPECIAL PROVISION
REGARDING
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION
LOCAL GOVERNMENT

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 Local Programs and Community Investments Division (LPCID) 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 a DBE subcontractor or any portion of its work, the Contractor must give notice in writing to the DBE subcontractor, with a copy to TDOT's Civil Rights Division Small Business Development Program (CRD-SBDP) of its intent to terminate DBE or any portion of its work 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 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 Local Government Liaison entitled "DBE Prompt Payment Form" (Form 8-29). This must be completed by the Prime Contractor to certify each month that payment has been made to the appropriate subcontractors and submitted monthly to LPCID. The DBE Prompt Payment 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 Local Government Liaison (who shall forward to CRD-SBDP) certification of the dollars paid to each DBE firm, using "Certification Regarding Money Paid to Disadvantaged Business Enterprises (CC-3)", (Form 8-35). 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 the 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.

SP1246LG

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.

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.

* * * * *

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. 01/02/26)

STATE OF TENNESSEE

TENNESSEE DEPARTMENT OF TRANSPORTATION

2025 MINIMUM WAGE SCALES FOR FEDERAL AID HIGHWAY CONSTRUCTION

"General Decision Number: TN20260147 01/02/2026

Superseded General Decision Number: TN20250147

State: Tennessee

Construction Type: Highway

Counties: Tennessee Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026

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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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.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, 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 the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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STATE OF TENNESSEE

(Rev. 5-15-23)
(Rev. 10-7-24)

January 1, 2021

SPECIAL PROVISION

REGARDING

RETAINING WALLS

General Description

This Special Provision covers the design requirements, submittal of wall design drawings and supporting calculations, materials, construction, measurement, and payment for earth retaining walls. The scope of work for retaining wall construction includes, but is not limited to, the following as required:

1. All grading necessary for wall construction,
2. Undercutting and back filling of weak surficial zones, and or ground improvement as required by plans,
3. Temporary Shoring/Wall,
4. Compaction of wall foundations,
5. General and local dewatering as required for proper execution of the work,
6. Construction of leveling pads,
7. Formwork, placement of reinforcing steel, placement and curing of concrete,
8. Texture coating or architectural treatment,
9. Placement of drainage materials,
10. Installation of piling,
11. Placement of soil reinforcing devices,
12. Placement and compaction of backfill,
13. Preparation and erection of wall units,
14. Construction of any required caps, copings, or end sections.

All items included in the construction of the retaining wall shall conform to this Special Provision, the *Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction,* henceforth referred to as the Standard Specifications, American Society for Testing Materials Standards (ASTM), Federal Highway Administration (FHWA) Technical Publications, the current edition of the *AASHTO LRFD Bridge Construction Specifications*, and the current *AASHTO LRFD Bridge Design Specifications* with interims, henceforth referred to as the AASHTO LRFD. The architectural treatment and/or texture finish of the walls shall be in accordance with the contract plans.

Design Criteria

The design of all types of earth retaining walls shall be in accordance with this Special Provision and the following Specifications as required:

1. AASHTO *LRFD Bridge Design Specifications* with interims
2. Publication No. FHWA-NHI-10-024, *Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes*
3. FHWA Report No. FHWA-IF-99-015,1999 *Geotechnical Engineering Circular No. 4, Ground Anchors and Anchored Systems*

The soil and/or rock properties and specific design values required for wall design are provided in the contract plans.

Submittal Requirements for Contractor/Supplier Prepared Design Plans

The Contractor shall utilize the information contained on the Retaining Wall Conceptual drawing as well as information shown elsewhere in the plans (i.e., utility sheets or traffic control/phasing sheets) to prepare his bid for the wall during the project bidding process and to prepare wall design plans during the construction of the project. The final design shall be submitted subsequent to contract award and a minimum of 60 days prior to start of wall construction and shall include detailed design computations and all details, dimensions, quantities, and cross sections necessary to construct the wall. Acceptable wall types will be identified on the concept drawing. Specific wall systems for the Acceptable Wall Types shall be selected from the Department's Qualified Products List (QPL) in effect at time of bid letting. In certain circumstances for a particular project, the Department may elect to provide a complete, detailed wall design in the contract plans. The Contractor shall not bid for, nor shall the Contractor submit plans for wall types and/or specific wall systems not listed as an Acceptable Wall Type on the Retaining Wall Conceptual Drawing and related drawings. If a specific wall design is provided for in the contract plans, the Contractor shall not bid for or submit plans for other wall types or design. (See Section 8 for the limited conditions under which other wall types or designs may be considered). The Contractor shall not start work on any wall until the working drawings have been approved by the Engineer.

The plans shall be prepared to include but not be limited to the following items:

1. A plan and elevation sheet or sheets for each wall containing the following:
    a. An elevation view of the wall showing grades at the top of the wall, every 50 feet along the wall and at all horizontal and vertical break points. Elevations at the top of leveling pads and footings, the distance along the face of the wall to all steps in the footings, and leveling pads, the designation as to the type of panel or module, the length, size and number of tiebacks, nails, mesh or strips and all the distances along the face of the wall to where changes in length of the reinforcing elements occur and the location of the original and final ground line should be shown. The Contractor shall be responsible for field verifying original ground elevations.
    b. A plan view of the wall shall indicate the offset from the construction centerline to the face of the wall at all changes in horizontal alignment, the limit of the widest module, tiebacks, nails, mesh or strip and the centerline of any drainage pipe which is behind, under, in front of or passes through the wall.
    c. Any general or special notes, standard or special drawings, or other unique provisions required for construction of the wall.
    d. All horizontal and vertical curve data affecting wall construction.
    e. Cross sections showing limits of construction and in fill sections, limits, and extent of select backfill material placed above original ground.
    f. Limits and extent of reinforced soil volume.
    g. Limits and extent of any ground improvements as required by the contract plans.
    h. Limits and extent of temporary shoring/retaining walls.
    i. A plan and elevation view indicating the location of utilities near retaining wall.

2. Details

   a. All structural details including reinforcing bar bending details. Bar bending details shall be in accordance with Concrete Reinforcing Steel Institute (CRSI) standards.
   b. All details for foundations and leveling pads, including details for steps in the footings or leveling pads.
   c. Wall Elevation drawings shall delineate the changes in wall design height with corresponding changes in reinforcement type and/or lengths for the design section.
   d. For each delineated wall design segment, the Applied Factored Bearing Load at both the Service and Strength Limit States shall be shown.
   e. All modules and facing elements shall be detailed. The details shall show all dimensions necessary to construct the elements, all reinforcing steel in the element, and the location of reinforcement element attachment devices embedded in the facing.
   f. All details for construction of the wall around drainage facilities, overhead sign footings, abutment piles or other obstructions shall be clearly shown.
   g. All details for connections to traffic barriers, coping, parapets, noise walls and attached lighting shall be shown.
   h. All details for drainage behind wall or reinforced soil volume.
   i. If vehicular impact protection is required due to the wall system not satisfying the minimal design requirements of Section 5.0, details of the barrier wall and end terminals shall be shown on the Contractor/Supplier Design plans for the proposed wall.

3. Detailed design computations which clearly demonstrate compliance with design requirements provided in this specification.

4. Limits of design responsibility, if any.

5. Each design submittal shall include a detailed list of quantities for each wall unit. The quantities shall include but not be limited to concrete cast in-place, pre-cast concrete, select backfill material, backfill material, reinforcing steel, geomembrane/geogrid reinforcement, modular blocks, structural steel, pre- stressing steel, etc. If known, all materials sources shall be identified so acceptance and verification sampling and testing can be conducted. All quantities listed are for informational purposes only and do not necessarily constitute a pay item or quantity. All retaining walls shall only be paid for under the respective retaining wall bid item measured and described herein.

6. The Contractor's wall plans shall be signed, stamped, and dated by a qualified registered Professional Engineer licensed in the State of Tennessee.

7. Submittals and Approval

   Submit design drawings and detail design computations as specified meeting **105.02**. The computations shall include a detailed explanation of any symbols and computer programs used in the design of walls. Structures Division will submit to the Division of Materials and Tests.

   All designs and construction details will be checked by the Structures Division and the Materials and Tests Division against the pre- approved design drawings and procedures for that particular system. Review of the wall submittal will occur within 30 days of receipt. If there are design or plans issues requiring revisions, then the Structures Division will inform the appropriated Department Construction Office and provide a listing of the required revisions. Depending on the required revisions the 30 day review

timeframe may be extended. Approval of the detailed design and plans shall be made by the Structures Division and Materials and Tests Division. Notification to proceed shall be made by the Structures Division.

Submit an electronic copy of the design drawings and detail design computations to the Structures Division and the Materials and Tests Division upon completion of the project.

8. Other Submission Requirements

As discussed in the previous sections, the Contractor shall bid for and, subsequently, (for the Contractor for which the project was awarded) prepare plans for and be prepared to construct the wall type(s) given on the Retaining Wall Conceptual Drawing or, under special circumstances, the specific wall type and design as provided by in the Contract Plans. The Contractor awarded the project may only under the circumstances discussed below request that a wall type, wall system, or associated construction for a wall (i.e., foundation improvement requirements, construction sequence requirements, etc.) be changed, altered, or eliminated from those requirements set forth in the plans.

The Contractor may request the Department consider a change in the wall type, specific system, and associated construction through the submission of a Value Engineering Change Proposal (VECP) unless the contract prohibits submission of a VECP. Furthermore, any conditions of a VECP, such as a minimum cost savings required by the contract must be followed. The Department's agreement to review a VECP for a retaining wall shall in no way imply subsequent acceptance of the VECP or any part thereof. Any costs associated with preparation and submittal of a VECP shall be borne by the Contractor and no construction scheduling changes or time delays shall be caused by the Contractor's submission of the VECP and the Department's review of the VECP. If the proposed change involves a wall system not on the Approved Wall System list, then the Contractor must coordinate with the system supplier to gain approval of the system and shall be aware of the approval requirements and time considerations for this approval process.

The Contractor may request the Department consider a change in the wall type, specific system, and/or associated construction if the Contractor determines that project conditions exist that substantially differ from those conditions upon which the decision to specify in the plans a particular wall type(s), wall system, or associated construction was made. An example of this would be where a soldier pile-lagging wall is specified as the only wall type due to right-of-way constraints not allowing for a typical wall type to be built, then subsequently it is determined the Department can acquire or has sufficient right- of-way available to make another wall type feasible.

The request for consideration of changing of a wall type, system, or associated construction shall be made in writing and be submitted to the Construction Engineer. The Construction Engineer will distribute the request to the Regional Construction Engineer, Structures Division, Geotechnical Engineering Section, Design Division, and Right-of-Way Division, if applicable. The parties will review the request and provide recommended action (approval, rejection, alterations) to the Construction Engineer. If necessary, a plans revision will be made. Note that the Contractor's submission of a request does not imply acceptance by the Department and that the request process shall not be justification for a project schedule change or time extension. The Department reserves the right to require the Contractor to construct the wall as shown in the plans if there are no conditions that exist which render the contract plan wall requirement not

constructible.

The Contractor must provide documentation in the request to demonstrate that the proposed change does not in any way cause additional cost to the wall and associated construction or to other aspects of the project. If the Contractor judges that a change involving wall construction must be made due to differing site conditions, the Contractor must follow procedures given in **104.02** and **104.03** of the Standard Specifications.

Existing Conditions – Prior to beginning work, the Department shall provide utility location plans to the Contractor. The Contractor is responsible for contacting a utility location service to verify the location of underground utilities before starting work. The Contractor shall survey the condition of adjoining properties and make records and photographs of any evidence of settlement or cracking of any adjacent structures. The Contractor's report of this survey shall be delivered to the Department before work begins.

Requirements for Retaining Wall Protection Provided by the Retaining Wall System

When noted on the plans that a retaining wall is located in a hazard zone subject to vehicular impact, the Contractor shall be aware that retaining wall protection against vehicular collision for the wall may be required. If the retaining wall facing meets any one of the following criteria, an independent barrier wall shall be provided in front of the wall and included in the square foot cost of the wall:

1. Any retaining wall facing that is constructed of non-reinforced concrete (cast- in-place concrete gravity walls are exempt from this requirement and do not require protection.
2. Any dimension of a retaining wall facial panel that is less than 5.0 feet x 5.0 feet x 6 inches thick reinforced panel.
3. A cast in place reinforced facing that has a thickness less than 6 inches.

Materials Approval

The materials used in the construction of the earth retaining walls shall conform to this Special Provision, the Standard Specifications, and/or Departmental procedures. Prior to delivery of any material used in the retaining wall construction, the materials must be accepted in conformance with the specifications associated with the wall type being constructed.

Materials

Unless other otherwise stated in specific retaining wall specifications, the materials used in the construction of earth retaining walls shall conform to the following specifications:

1. All materials shall come from an approved facility listed on the Departments Producer List.
2. Class X - 3,000 pounds per square inch (psi) concrete shall be in accordance with Section **604** of the Standard Specifications.
3. Class X - 4,000 psi concrete shall be in accordance with Section **604** of the Standard Specifications.
4. Reinforcing steel shall conform to ASTM A615, Grade 60.
5. The sources for all backfill material shall be approved in conformance with the Standard Specifications before the material is delivered to the job site. Any select backfill material must be approved or tested for compliance prior to construction.
6. Lifting hooks and threaded inserts shall be of the size indicated on the working drawings.

7. When required, imbedded items must be galvanized in accordance with AASHTO M 232 or ASTM A153.
8. Acceptance of materials furnished for work will be in accordance with "SOP 1-1: Quality Assurance for the Sampling, Testing of Materials and Products" and certified test reports as specified in **106** supplemented by routine tests run by the Department as defined in the various applicable sections of the Standard Specifications.
9. Clearing and grubbing, removal of structures and obstructions, and excavation and undercutting shall be performed in accordance with the provisions of **201**, **202**, and **203** of the Standard Specifications. Cost of these items, however, shall be included in the square foot price bid for retaining walls as shown in contract plans.
10. Reinforced Concrete Facing Panels - The panels shall be fabricated in accordance with the Department's contract plans or drawings.
11. Stone masonry shall be in accordance with **612** of the Standard Specifications.
12. All fabricated or precast retaining wall assemblies shall be selected from the Department's Qualified Products List

Select Backfill Material - All backfill material used in the Mechanically Stabilized Earth structure volume, as shown on the plans, shall be reasonably free (maximum of 0.1 percent) from organic and otherwise deleterious materials, and it shall be approved by the Engineer prior to use. The material shall conform to the following gradation limits and be tested at the established frequencies in SOP 1-1: "Quality Assurance for the Sampling, Testing of Materials and Products." The Contractor shall also provide test data from an approved laboratory certifying that the material meets the following:

i. Gradation as determined by AASHTO T 27.

Sieve Size	Percent Passing
4 inches	100
3/8 inch	0-75
No. 4	0-25
No. 8	0-10
No. 16	0-5

Note: Size Nos. 1 through 78 as listed in order of Table 1 Standard Sizes of Processed Aggregate in **903.22** of Standard Specifications meeting the above gradation requirements.

ii. In addition, the backfill must conform to all of the following requirements:

- Soundness - The material shall be substantially free from shale or other soft, poor durability particles. The material shall have a sodium sulfate loss of less than 12 percent after 5 cycles determined in accordance with AASHTO T 104.
- The material shall exhibit an angle of internal friction of not less than 34 degrees as determined by the standard direct shear test AASHTO T 236 on the portion finer than the No. 4 sieve, using a sample of the material compacted to 95 percent of AASHTO T 99. No testing is required for backfills where 80 percent of sizes are greater than 3/8 inch.
- Electrochemical requirements - The backfill shall meet the following criteria:

REQUIREMENTS	TEST METHOD
pH = 5-10	AASHTO T 289
Resistivity > 3,000-ohm centimeters[1]	AASHTO T 288
Chlorides < 100 parts per million	AASHTO T 291
Sulfates < 200 parts per million	AASHTO T 290
Organic Content < 1 percent	AASHTO T 267

1. If the resistivity is greater or equal to 5,000-ohm centimeters the chloride and sulfates requirements may be waived.

- Unit weight- The unit weight of the backfill material (at optimum condition) shall meet the requirements of the approved shop drawings or plans.

All concrete, reinforcing steel, and backfill materials shall be tested at the specified frequencies in accordance with SOP 1-1: "Quality Assurance for the Sampling, Testing of Materials and Products."

Method of Measurement

The Department will measure by the square foot area of the wall face, measured from the top of footing (or bottom of wall for walls without footings) to the top of the wall excluding any appurtenances in accordance with drawing number W-MSE-1 Appurtenances are defined herein as barriers, fences, sign supports, noise wall support posts, and other fixtures. Coping, caps, end sections and moment slabs will not be considered appurtenances and are to be considered as part of the wall face.

Basis of Payment

The earth retaining wall, complete in place and accepted, shall be paid for at the contract square foot bid price. The bid price for walls shall include as required: grading and compaction of the wall foundation, undercutting and backfilling of weak surficial zones, installation of ground improvement, footing excavation, presplitting, sheeting, shoring, drilling, piles, lagging, grouting, concrete, reinforcing steel, reinforcement strips or mesh, tie strips or rods, fasteners, connectors, wire mesh baskets, prefabricated modular components, fabrication of models and samples, post tensioning, performance testing and evaluation, architectural treatment and/or texture finish, drainage system, water-stops and joint sealing material, coping, caps, end sections, moment slabs, and all miscellaneous material and labor for the complete installation of the wall. If the Contractor's design requires the use of select backfill, the unit price bid for the wall shall be full compensation for any additional backfill costs due to the use of select backfill material.

For an Embankment Contract (Special Provision 205A) with earth retaining wall, the select backfill material and unclassified backfill used behind the designed retaining wall shall be paid under item 203-10 Embankment (Compacted In Place) to the back face of the retaining wall. If the Contractor's design requires the use of select backfill, the unit price bid for the wall shall exclude any additional backfill costs due to the use of select backfill material.

If required for retaining wall protection against vehicle impact, the cost of the barrier wall and end terminals shall be included in the square foot cost of the wall.

Additional area of wall required due to unforeseen foundation conditions or other reasons and approved by the Engineer will be paid for on the basis of the unit price bid except as noted below.

The mechanically stabilized earth wall, complete in place and accepted as noted above, shall be paid for at the contract square foot bid price. No increase in unit price will be paid for increases in wall height less than or equal to 10 feet as compared to the contract plans and wall heights. Wall height increases greater than 10 feet will be paid for by supplemental agreement.

The cast-in-place concrete cantilever or counterfort retaining wall, complete in place and accepted shall be paid for at the contract square foot bid price except as noted below.

If the actual quantity of concrete piles driven varies more than 10 percent from the estimated quantity, in the absence of a bid item, a unit price of 90 dollars, per linear foot for the adjusted piling quantity will be paid or deducted. If the Engineer orders additional test piles, they will be paid for at the contract bid price, or in the absence of a bid item, a unit price of 90 dollars per linear foot for the piling quantity will be paid. If the Contractor changes friction pile types or sizes, additional load test(s) may be required at the Engineer's discretion and at the Contractor's expense.

If the Contractor uses a different type of pile than those that have estimated lengths shown on the contract plans, the price of the wall shall include all costs associated with piles and pile installation with no additional payment for any variation in pile lengths. All pile types and pile driving procedures, lengths, and bearings shall be in accordance with the Standard Specifications and shall be approved by the Engineer.

The retaining wall design drawings submitted for approval shall show the estimated quantity of steel piles on the design. If the actual quantity of steel piles driven varies more than 10 percent from this approved estimated quantity due to variations in the rock line, in the absence of a bid item, a unit price of 70 dollars per linear foot, for the adjusted piling quantity will be paid or deducted.

If the Engineer orders changes in the work which alters the surface area of the wall without increasing the height of the wall, payment will be increased or decreased accordingly based on the square foot bid price. If the Engineer orders changes in the work which increases the height of the wall, the unit price bid for the wall sections that were increased up to a maximum of 10 feet will be adjusted according to the following tables. Adjustments exceeding 10 feet will be made by supplemental agreement.

RETAINING WALL COST ADJUSTMENT FACTORS Level Backfill with Slope <= 3 : 1 (Run : Rise)										
		Height Increase (ft.)								
		1	2	3	4	5	6	7	8	9	10
Original Height (ft.)	1 - 10	1.01	1.02	1.04	1.06	1.08	1.10	1.13	1.16	1.20	1.24
	11	1.01	1.03	1.05	1.07	1.09	1.12	1.15	1.19	1.22	1.26
	12	1.02	1.03	1.06	1.08	1.11	1.14	1.17	1.21	1.25	1.29
	13	1.02	1.04	1.06	1.09	1.12	1.15	1.19	1.23	1.27	1.31
	14	1.02	1.04	1.07	1.10	1.13	1.17	1.21	1.25	1.29	1.34
	15	1.02	1.05	1.08	1.11	1.14	1.18	1.22	1.26	1.31	1.36
	16	1.03	1.05	1.08	1.12	1.15	1.19	1.24	1.28	1.33	1.38
	17	1.03	1.06	1.09	1.13	1.16	1.21	1.25	1.29	1.34	1.40
	18	1.03	1.06	1.10	1.13	1.17	1.22	1.26	1.31	1.36	1.41
	19	1.03	1.06	1.10	1.14	1.18	1.22	1.27	1.32	1.37	1.42
	20	1.03	1.07	1.11	1.15	1.19	1.23	1.28	1.33	1.38	1.44
	21	1.03	1.07	1.11	1.15	1.19	1.24	1.29	1.34	1.39	1.45
	22	1.04	1.07	1.11	1.15	1.20	1.25	1.29	1.35	1.40	1.45
	23	1.04	1.07	1.12	1.16	1.20	1.25	1.30	1.35	1.41	1.46
	24	1.04	1.08	1.12	1.16	1.21	1.25	1.30	1.36	1.41	1.47
	25	1.04	1.08	1.12	1.16	1.21	1.26	1.31	1.36	1.41	1.47
	26	1.04	1.08	1.12	1.17	1.21	1.26	1.31	1.36	1.42	1.47
	27	1.04	1.08	1.12	1.17	1.21	1.26	1.31	1.37	1.42	1.48
	28	1.04	1.08	1.12	1.17	1.22	1.26	1.31	1.37	1.42	1.48
	29	1.04	1.08	1.12	1.17	1.22	1.26	1.31	1.37	1.42	1.48
	30	1.04	1.08	1.12	1.17	1.22	1.26	1.31	1.37	1.42	1.48
	31	1.04	1.08	1.12	1.17	1.22	1.26	1.31	1.37	1.42	
	32	1.04	1.08	1.12	1.17	1.22	1.26	1.31	1.36		
	33	1.04	1.08	1.12	1.17	1.22	1.26	1.31			
	34	1.04	1.08	1.12	1.17	1.21	1.26				
	35	1.04	1.08	1.12	1.17	1.21					
	36	1.04	1.08	1.12	1.17						
	37	1.04	1.08	1.12							
	38	1.04	1.08								
	39	1.04									

RETAINING WALL COST ADJUSTMENT FACTORS
Level Backfill with Slope > 3 : 1 (Run : Rise)

Original Height (ft.)	Height Increase (ft.) 1	2	3	4	5	6	7	8	9	10
1 - 10	1.03	1.07	1.11	1.16	1.22	1.28	1.35	1.43	1.51	1.60
11	1.04	1.08	1.13	1.18	1.25	1.31	1.39	1.47	1.56	1.65
12	1.04	1.09	1.14	1.20	1.27	1.34	1.42	1.50	1.59	1.69
13	1.05	1.10	1.15	1.22	1.29	1.36	1.44	1.53	1.62	1.72
14	1.05	1.10	1.16	1.23	1.30	1.38	1.46	1.55	1.65	1.75
15	1.05	1.11	1.17	1.24	1.32	1.40	1.48	1.57	1.67	1.77
16	1.05	1.12	1.18	1.25	1.33	1.41	1.49	1.59	1.68	1.78
17	1.06	1.12	1.19	1.26	1.33	1.42	1.50	1.59	1.69	1.79
18	1.06	1.12	1.19	1.26	1.34	1.42	1.51	1.60	1.70	1.80
19	1.06	1.12	1.19	1.27	1.34	1.42	1.51	1.60	1.70	1.80
20	1.06	1.13	1.19	1.27	1.34	1.43	1.51	1.60	1.69	1.79
21	1.06	1.13	1.19	1.27	1.34	1.42	1.51	1.60	1.69	1.79
22	1.06	1.13	1.19	1.27	1.34	1.42	1.51	1.59	1.68	1.78
23	1.06	1.13	1.19	1.27	1.34	1.42	1.50	1.59	1.68	1.77
24	1.06	1.13	1.19	1.26	1.34	1.41	1.50	1.58	1.67	1.76
25	1.06	1.12	1.19	1.26	1.33	1.41	1.49	1.57	1.66	1.74
26	1.06	1.12	1.19	1.26	1.33	1.40	1.48	1.56	1.64	1.73
27	1.06	1.12	1.19	1.25	1.32	1.40	1.47	1.55	1.63	1.72
28	1.06	1.12	1.18	1.25	1.32	1.39	1.46	1.54	1.62	1.70
29	1.06	1.12	1.18	1.25	1.31	1.38	1.46	1.53	1.61	1.69
30	1.06	1.12	1.18	1.24	1.31	1.38	1.45	1.52	1.60	1.67
31	1.06	1.11	1.17	1.24	1.30	1.37	1.44	1.51	1.58	
32	1.06	1.11	1.17	1.23	1.30	1.36	1.43	1.50		
33	1.05	1.11	1.17	1.23	1.29	1.36	1.42			
34	1.05	1.11	1.17	1.22	1.29	1.35				
35	1.05	1.11	1.16	1.22	1.28					
36	1.05	1.10	1.16	1.22						
37	1.05	1.10	1.16							
38	1.05	1.10								
39	1.05									

Specific Wall Construction and Materials Requirements

Cast in Place walls are covered through the Contractor's design. All other walls are approved through approved systems listed on the Qualified Products List.

A. Cast-in-Place (CIP) Concrete Gravity Retaining Walls

Construction

The construction of the wall shall be in accordance with this Special Provision and the Standard Specifications.

B. Cast-In-Place (CIP) Concrete Cantilever and Counterfort Retaining Walls

Construction

The construction of the wall shall be in accordance with this Special Provision and the Standard Specifications. If the use of piles is anticipated, the foundation information shown on the contract plans shall include the skin friction (Fs) and end bearing (Qb) values, or the location of the rock line. Based on this information, estimated pile lengths shall be shown on the contract plans for 50- and 100-tons ultimate bearing capacity for Size 1 concrete friction piles. The Contractor shall estimate point bearing steel pile refusal lengths based on the given rock line information.

Concrete friction piles shall be installed to provide a minimum factor of safety of 2.0 if a load test is used and a minimum factor of safety of 3.0 if a load test is not used. Pile types, load test procedures, and driving equipment shall be in accordance with the Standard Specifications and shall be approved by the Engineer. The number and location of test piles and load tests shall be approved by the Engineer. Test pile lengths shall be 10 feet longer than the estimated pile lengths. Test piles shall be driven in accordance with the Standard Specifications and shall be required at least every 50 feet along the wall, unless otherwise approved by the Engineer. No pile shall be any farther than 500 feet from a load test, if a load test is used, unless otherwise approved by the Engineer. The length of production piles to be driven and the required bearing based on the driving equation shall be determined by the Engineer based on the required design bearing, the results of the test piles and load tests (if used), and applicable safety factors. Driven pile lengths and final bearings shall be approved by the Engineer.

Point Bearing Steel Piles shall be driven to refusal. Pile tips shall be used when indicated on the contract plans.

All reinforcing steel projecting from footing into the wall in the back face (fill side) shall be epoxy coated.

C. Gravity Wall Systems

1. Materials

The following items are the construction materials requirements necessary for gravity wall system design fabrication. All materials shall be approved prior to use.

- Pre-Cast Concrete Gravity Wall Systems

  The pre-cast gravity wall systems are to be made of Class X concrete with a compressive strength of 4,000 psi conforming to **604** of the Standard Specifications.

2. Fabrication of Precast Concrete Gravity Wall Systems

- Out-of-state producers shall provide documentation of material quality before the manufacture of any pre-cast products (i.e., aggregate quality reports, cement/steel mill test reports, etc.)

  The fabricator shall provide two precast modular units to the Engineer for approval.

  i. These approved precast modular units will serve as standard models. The finished exposed faces of the production precast modular units should be similar to the exposed faces of the model precast modular units.

  ii. One of the model precast modular units should be kept at the production plant for relative comparison to future modular units. The other model should be kept on the construction site for comparison to the other delivered units.

- To assure uniform unit production, steel forms must be used.
- The placement of reinforcing steel within the precast units should conform to the design placement shown in the shop drawings.
- Final acceptability of the precast units shall be determined on the basis of certification and shall be verified by compression tests production defects and tolerances, and visual inspection. The manufacturer shall furnish all sampling and testing facilities.
- Section **604** of the Standard Specifications states the units shall be steam or moist cured until developing the specified compressive strength set forth in the shop drawings. Any unit not developing the specified compressive strength shall be rejected.
- The precast units should not be delivered before samples have been verified by Regional Materials and Tests and attained the required compressive strength of 4,000 psi (f'_c).
- Prior to shipment, the finished units are subject to visual inspection by the Engineer. Individual gravity wall system may be rejected for any of the reasons listed below.

  i. Variations in the exposed face texture relative to the approved model face texture.

  ii. The length or height of the unit not satisfying the unit allowable tolerance limit of 3/16 inch.

  iii. Honeycombed or open texture units which are not properly repaired.

  iv. Individual defects which could affect the structural integrity of the unit Variations in the exposed face texture relative to the approved model face texture.

- The Department will verify products before shipment. If products are manufactured out of state, the Department may verify at the project site PRIOR to the placement of the units. The Contractor, or producer, shall notify the Regional Materials and Tests that products need to be verified.
- Upon delivery, the exposed surface of the precast units shall be examined. If the exposed faces of any of the units are below the standards of the approved model on site, the units shall be replaced or properly repaired until conforming to the appearance, strength, and durability of the approved model.
- The date of manufacture shall be clearly and permanently marked on one of the

inside surfaces of each unit. Each shipment must be accompanied with a certification letter.

3. Construction

- The Contractor should perform any soil improvement, such as undercutting and backfilling before foundation preparation.
- Compact the top 12 inches of soil on which the structure will rest to at least 95 percent of the maximum laboratory dry density as specified in AASHTO T-99.
- No Gravity Wall System should be built upon frozen ground.
- Following excavation for the gravity wall system, the Contractor shall notify the Engineer for approval of the footing depth and character of the foundation material. No gravity wall work shall proceed until approval has been granted.
- The correct batter of the wall shall not exceed ½ inch per 10 feet. of wall height.
- The gravity wall system backfill should be placed and compacted to at least 95 percent of the maximum laboratory dry density (AASHTO T-99) in layers no thicker than 12 inches.
- Backfilling behind the gravity wall system shall follow erection as closely as possible. The wall height should never be greater than three feet above the backfill.
- Any underdrain shall be placed in accordance with the details of the working plans.
- The Contractor shall furnish, install, operate, and maintain satisfactory dewatering systems as required to maintain the site in a dry and workable condition. These systems shall be continued as long as necessary. No separate measurement or payment will be made for dewatering.

D. Gabion Wall (See Qualified Products List (QPL) for Approved Manufacturer/Supplier)

1. General

This section covers the furnishing, assembling, filling with stone, and tying open wire mesh rectangular compartmented gabions placed on filter cloth or filter stone as specified herein, and in reasonably close conformity with the lines, grades, dimensions, and cross-sections shown on the plans or as directed by the Engineer, and the design, working drawings, materials, construction, measurement, and payment for gabions.

Included in the scope of this section are: grading and compaction of the wall foundation, general and local dewatering as required for proper execution of the work, installation of wall drainage systems as specified on the plans, erection of units, the placement of stone within the units and compaction of the soils behind the units as well as the construction of any required reinforced concrete appurtenances such as caps, copings, or end sections as specified on the plans. For the purposes of this section, the gabions foundation shall include all areas underlying the gabion wall. All other items included in the construction of the retaining wall not specifically mentioned herein this special provision shall conform to the applicable sections of the Standard Specifications and the *AASHTO LRFD Bridge Design Specifications* with interims.

2. Design Criteria

The current AASHTO LRFD Bridge Design Specifications with interims shall be used as the basis for design for the Gabion Wall utilized as a gravity type retaining wall.

3. Materials

- Gabion Wire Mesh

  Gabion basket units shall be fabricated from either a double twisted hexagonal wire mesh (metallic or PVC coated as required in contract plans) or welded wire mesh (metallic or PVC coated as required in contract plans) that meets property requirements described in:

  ASTM Designation: A974 Standard Specification for Welded Wire Fabric Gabions and Gabion Mattresses (Metallic-Coated or Polyvinyl Chloride (PVC) Coated)

  ASTM Designation: A975 Standard Specification for Double–Twisted Hexagonal Mesh Gabions and Revet Mattresses (Metallic-Coated Steel Wire or Metallic-Coated Steel Wire with Poly (Vinyl Chloride) (PVC) Coating

  All other components of the gabion construction such as selvedge wire, lacing wire, spiral connectors, clips, galvanization, PVC coating shall be in accordance with the above specifications.

- Stone Fill

  All stone fills shall be listed on the Department's Producer List and shall be of suitable quality to ensure durability. The inclusion of objectionable quantities of shale, dirt, sand, clay, rock fines, and other deleterious material will not be permitted. Stone fill shall be of well-graded mixture with sizes ranging between 4 inches and 10 inches in diameter, based on U.S. Standard square mesh sieves. No stone shall have minimum dimension less than 4 inches. Stone fill material selected for use in the gabions shall meet the minimum in-place density specified on the plans.

- Filter Cloth

  All filter cloth shall meet the applicable requirements specified in **921.12**.

- Filter Stone

  All filter stone shall meet the applicable aggregate quality requirements of **903.25** and aggregate grading requirements specified in **903.22** for Size 68 or 57.

4. Construction

- Clearing and Grubbing

  Clearing and grubbing, removal of structures and obstructions, and excavation and undercutting shall be performed in accordance with the provisions of **201**, **202**, and **203**, respectively, of the Standard Specifications. Cost of these items, however, shall be included in the square foot price bid retaining walls as shown in contract plans.

- Foundation Preparation

  Foundation preparation for the gabions shall be made to the required depth below the finished surface and to such a width as to permit the proper installation of the gabions. Prior to wall construction, the top 12 inches of the foundation shall be compacted to at least 95 percent of maximum laboratory dry density as specified in AASHTO T 99. All soft and unsuitable material shall be removed and replaced with suitable material, which shall then be compacted. The finished subgrade shall be smooth and uniform, with no protruding debris or rock formations. A Size 57 stone may be required to obtain the smooth uniform surface and shall be in reasonably

close conformity with the dimensions and designs shown on the plans or established by the Engineer. No gabions shall be constructed upon frozen foundation material.

- Filter Cloth or Filter Stone

  Upon final foundation preparation and acceptance by the Engineer, the filter cloth or filter stone shall be placed directly on the foundation at those locations shown on the plans or as directed by the Engineer. All end and side laps shall be a minimum of 18 inches for the filter cloth.

- Assembly (Fabrication)

  Gabions shall be fabricated in such a manner that the sides, ends, lid, and diaphragms can be assembled at the construction site into rectangular baskets. Gabions shall be of single unit construction, i.e., the base, lid, ends, and sides shall be either woven into a single unit or one edge of these members connected to the base section of the gabion in such a manner that strength and flexibility at the point of connection is at least equal to that of the mesh. Gabion units shall be equally divided, by diaphragms of the same mesh and gauge as the body of the gabions, into cells whose length does not exceed the horizontal width. The gabion shall be furnished with the necessary diaphragms secured in proper position on the base in such a manner that no additional tying at this juncture will be necessary. All perimeter edges of the mesh forming the gabion shall be securely joined so that the joints formed by tying the selvedges or installation of spiral ties have at least the same strength as the body of the mesh. Lacing wire or connecting wire shall be supplied in sufficient quantity for securely fastening all diaphragms and edges of the gabion.

- Assembly (Field)

  i. Empty gabion units shall be placed on the filter blanket when required on contract drawings and shall be assembled individually to the lines and grades indicated on the Plans or as directed by the Engineer, with the sides, ends, and diaphragms erected in such a manner to ensure the correct position. All adjoining empty gabion units must be connected by tie wire lacing along the perimeter of their contact surfaces in order to obtain a monolithic structure. Lacing of adjoining basket units shall be accomplished by continuous stitching with alternating single and double loops at intervals of not more than 5 inches. All lacing wire terminals shall be securely fastened. The use of expedient clip connections for this purpose or as final lid closing will not be permitted. After adjoining empty basket units are set to line and grade and common sides with adjacent units thoroughly laced, they shall be placed in tension and stretched to remove any kinks from the mesh and to a uniform alignment. The stretching of empty basket units shall be accomplished in such a manner as to prevent any possible unraveling and distortion.

  ii. Stone filling operations shall carefully proceed with placement by hand or machine so as not to damage galvanized wire coating, to assure a minimum of voids between the stones, to prevent damage to the underlying filter blanket, and to ensure the maintenance of alignment throughout the filling process. The maximum height from which the stone may be dropped into the basket units shall be 36 inches. Along all exposed faces, the outer layer of stone shall be carefully placed and arranged by hand to ensure a neat and compact

appearance. The last layer of stone shall be leveled with the top of the gabions to allow for the proper closing of the lid and to provide an even surface that is uniform in appearance.

iii. Lids shall be stretched tight over the stone fill using crowbars or lid closing tools until the lid meets the perimeter edges of the front and end panels. The lid shall then be tightly laced with tie wire along all edges, ends and internal cell diaphragms by continuous stitching with alternating single and double loops at intervals of not more than 5 inches. Special attention shall be given to see that all projections or wire ends are turned into the baskets. Where shown on the drawings or as directed by the Engineer, or where a complete gabion unit cannot be installed because of space limitations, the basket unit shall be cut, folded, and wired together to suit existing site conditions. The mesh must be cleanly cut and the surplus mesh cut out completely or folded back and neatly wired to an adjacent gabion face. The assembling, installation, filling, lid closing, and lacing of the reshaped gabion units shall be carried out as specified above.

- Backfill

Backfilling of the gabion wall shall follow erection as closely as possible and in no case should the height of the wall be greater than seven feet above the backfill. Underdrains, if required, shall be placed in accordance with the details shown on plans. Gabion walls backfill shall have a density of 100 pounds per cubic foot or as specified on contract plans and shall be compacted to at least 95 percent of the maximum laboratory dry density as defined in AASHTO T 99 to within one foot of the top of the wall. The top 12 inches shall be compacted to at least 100 percent of the maximum laboratory dry density. The backfill material shall consist of broken or crushed stone, gravel, sand, slag, or other suitable coarse granular material to insure proper drainage. Shale, clay, or cinders shall not be permitted as backfill material. Prior to placement, the backfill material must be approved by the Engineer. The Contractor shall furnish, install, operate, and maintain satisfactory dewatering system as required to maintain the site in a dry and workable condition so as to permit grading and compaction of the wall foundation and proper erection and backfill of the wall. These systems shall include all equipment and materials and shall be continued as long as necessary. No separate measurement or payment will be made for dewatering or dewatering systems.

All backfill material shall be tested prior to use and at the established frequencies in SOP 1-1: "Quality Assurance for the Sampling, Testing of Materials and Products."

- Vertical Wall Tolerance

The overall vertical tolerance of the wall (plumbness from top to bottom) shall not deviate more than ½ inch per 10 feet of wall height from the contract drawings batter of the wall.

- On Site Inspection

The quality of materials, the process of manufacture, and the finished members shall be subject to inspection and approval by the Engineer. Any gabions damaged prior to acceptance shall be repaired or reconstructed as directed by the Engineer. All costs of repairs or reconstruction shall be at the Contractor's expense.

E. Segmental, Precast Facing Mechanically Stabilized Earth (MSE) Wall (See QPL for Approved Manufacturer/Supplier)

1. Materials

General - The Contractor shall make arrangements to purchase or manufacture the facing elements, reinforcing mesh or strips, attachment devices, joint filler, and all other necessary components. Materials not conforming to this section or the Standard Specifications or from sources not listed in the contract document shall not be used without written consent from the Engineer.

Out-of-state producers shall provide documentation of material quality before the manufacture of any pre-cast products (i.e., aggregate quality reports, cement/steel mill test reports, etc.)

- Reinforced Concrete Facing Panels - The panels shall be fabricated in accordance with contract drawings.

  i. Verification of the precast units will be determined on the basis of compressive strength tests, production tolerances, and visual inspection. The Contractor, or the supplier, shall furnish facilities and perform all necessary sampling and testing in an expeditious and satisfactory manner as directed by the Engineer.

  ii. The hydraulic cement shall be as specified in **901.01** and shall conform to the requirements of AASHTO M 85 (ASTM C150). Concrete for precast panels shall be Class X concrete with a compressive strength of 4,000 psi as specified in **604** of the Standard Specifications. Admixtures containing chlorides shall not be used.

  iii. The panels shall be cast using steel forms. The front face of the panel (face exposed to view when installed in the wall) shall be cast against a steel form or architectural form liner. The back face is to be float finished. The concrete in each panel shall be placed without interruption and shall be consolidated by the use of an approved vibrator, supplemented by such hand tamping as may be necessary to force the concrete into the corners of the forms and prevent the formation of stone pocket or cleavage planes. Clear form oil of the same type shall be used throughout the casting operation.

  iv. Unless otherwise indicated on the plans or elsewhere in the Standard Specifications, the concrete surface for the front and rear face shall have a Class 1 finish as defined by Section 8.12.2 of AASHTO, Division II, and for the rear face a uniform surface finish. The rear face of the panel shall be float finished sufficiently to eliminate open aggregate pockets and surface distortions in excess of 1/4 inch. The panels shall be cast on a flat area. The strips or other galvanized attachment devices shall not contact or be attached to the face panel reinforcement steel.

  v. Curing and forms removal shall be in accordance with the requirements of **604.20** and **604.24** of the Standard Specifications, unless otherwise approved by the Engineer. The forms shall remain in place until they can be removed without damage to the panel.

  vi. The units shall be fully supported until the concrete reaches a minimum compressive strength of 1000 psi. The units may be shipped after reaching

a minimum specified compressive strength of 4,000 psi. the Department will verify products before shipment. If products are manufactured out of state, the Department may verify at the project site PRIOR to the placement of the units. The Contractor, or producer, shall notify the Regional Materials and Tests Division that products need to be verified.

vii. Marking - The date of manufacture, the production lot number, and the piece mark shall be clearly scribed on an unexposed face of each panel.

viii. Handling, Storage, and Shipping - All units shall be handled, stored, and shipped in such a manner as to eliminate the dangers of chipping, discoloration, cracks, fractures, and excessive bending stresses. Panels damaged during handling or storage at the casting plant shall be repaired at the plant as directed by the Engineer. Any panels damaged during handling, storing, or shipping may be rejected upon delivery at the option of the Engineer. Panels in storage shall be supported in firm blocking located immediately adjacent to embedded connection devices to avoid bending the connection devices.

ix. Tolerances - All units shall be manufactured within the following tolerances:

- Panel Dimensions - Position panel connection devices within 1 inch, except for all other dimensions within 3/16 inch.
- Panel Squareness - Squareness as determined by the difference between the two diagonals shall not exceed 1/2 inch.
- Angular distortion with regard to the height of the panel shall not exceed 3/16 inch in 5 feet.
- Panel Surface Finish - Surface defects on smooth formed surfaces measured over a length of 5 feet shall not exceed 1/8 inch. Surface defects on the textured-finish surfaces measured over a length of 5 feet shall not exceed 5/16 inch.

x. Steel - In accordance with the Standard Specifications

xi. Compressive Strength - Verification of the concrete panels, with respect to compressive strength, will be determined on the basis of production lots. A production lot is defined as a group of panels that will be represented by a single compressive strength sample and will consist of a single day's production.

xii. During the production of the concrete panels, Materials and Test will sample the concrete in accordance with AASHTO T 141 (ASTM C 172). A single compressive strength sample, consisting of a minimum of 6 cylinders, will be randomly selected for every production lot.

xiii. Cylinders for compressive strength tests shall be prepared in accordance with AASHTO T 23 (ASTM C31) on 6 x 12 inch or 4 x 8 inch specimens. For every compressive strength sample, a minimum of 2 cylinders will be cured in the same manner as the panels and tested for acceptance no later than 28 days. The average compressive strength of these two cylinders, when tested according with AASHTO T 22 (ASTM C39), will determine the compressive strength of the production lot.

xiv. If the Contractor wishes to remove forms or ship the panels prior to 28 days, a set of 2 backup cylinders will be cured in the same manner as the panels.

The average compressive strength of these cylinders when tested in accordance with AASHTO T 22, will determine whether the forms can be removed, and the panels are acceptable for shipment.

xv. Acceptance of a production lot will be made if the compressive strength test result is greater than or equal to 4,000 psi when tested for acceptance no later than 28 days.

xvi. In the event that a production lot fails to meet the specified compressive strength requirements, the production lot shall be rejected. Such rejection shall prevail unless the manufacturer, at their own expense, obtains and submits cores for testing and the results show that the strength and quality of the concrete placed within the panels of the production lot is acceptable. The cores shall be taken from the panels within the production lot and tested in accordance with the specifications of AASHTO T 24 (ASTM C 42). Two cores per each cylinder that failed will be required. In addition, any or all of the following defects shall be sufficient cause for rejection:

- Defects that indicate imperfect molding.
- Defects indicating honeycombing or open texture concrete.
- Defects in the physical characteristics of the concrete such as cracked or severely chipped panels.
- Color variation on front face of panel due to excess form oil or other reasons.
- Damage due to handling, storing, or shipping.

xvii. The Engineer shall determine whether spalled, honeycombed, chipped or otherwise defective concrete shall be repaired or rejected. Repair of concrete, if allowed, shall be done with a Department approved cementitious polymer patching mortar in a manner satisfactory to the Engineer. Repair to concrete surface which will be exposed to view after completion of construction must be approved by the Engineer.

- Soil Reinforcing and Attachment Devices - All reinforcing and attachment devices shall be shop fabricated and carefully inspected to ensure they are true to size and free from defects that may impair their strength and durability.

i. Reinforcing Strips - Reinforcing strips shall be hot rolled from bars to the required shape and dimensions. Their physical and mechanical properties shall conform to either AASHTO M 183 (ASTM A36) or AASHTO M 223 (ASTM A572) grade 65 or equal. Galvanization shall conform to the minimum requirements or AASHTO M 111 (ASTM A123).

ii. Tie Strips - The tie strips shall be shop- fabricated of hot rolled steel conforming to the minimum requirements of ASTM 570, Grade 50 or equivalent. Galvanization shall conform to AASHTO M 111 (ASTM A123). Tie straps may be partially bent before shipment to the precast yard. Minimum bending radius shall be one inch. Final bending may be accomplished at the precast yard.

iii. Reinforcing Mesh - Reinforcing mesh shall be shop fabricated of cold drawn steel wire conforming to the minimum requirements of AASHTO M 32 (ASTM A 82) and shall be welded into the finished mesh fabric in accordance with AASHTO M 55 (ASTM A185). Galvanization shall be

applied after the mesh is fabricated and conform to the minimum requirements of AASHTO M 111 (ASTM A123).

iv. Fasteners - Fasteners shall be high strength hexagonal cap screw bolts and nuts conforming to AASHTO M 164 (ASTM F3125 Grade A325). Galvanizing fastener elements, including washers, shall be in accordance with AASHTO M 232 (ASTM A153). Bolts and nuts nominal diameter will be shown in the plans and supplied in accordance with the fasteners as specified previously.

v. Steel Strap Connections - The steel strap connection bar and plate shall meet the same requirements as the reinforcing and tie strips specified above. Bolts, nuts, and washers shall conform to the requirements for the fasteners specified above. Coatings for connecting devices shall be as specified below.

vi. Clevis Loop and Mesh Loop - Clevis loops and mesh loops shall be fabricated of cold drawn steel wire conforming to the requirements of AASHTO M 32 (ASTM A82) and welded in accordance with AASHTO M 55 (ASTM A185) and shall develop a minimum stress of 0.9 F_y.

vii. Connector Bar - Connector bar shall be fabricated of cold drawn steel wire conforming to the requirements of AASHTO M 32 (ASTM A82).

viii. Holes for bolts shall be punched in the location shown. Surfaces resulting from punching holes for bolts shall be galvanized in accordance with AASHTO M 111 (ASTM A123). Those parts of the connecting devices which are threaded shall be galvanized in accordance with AASHTO M 232 (ASTM A153). Alignment pins are to be hot dip galvanized.

ix. All connecting devices shall be to the dimensions shown on the plans. Connecting members and soil reinforcement devices shall be assembled prior to galvanization. All connecting devices shall be true to size and free from defects that may impair their strength or durability.

x. Any damage sustained to any part of the connecting devices, bolts or reinforcing devices during any phase of fabrication, storage or erection shall be repaired to the satisfaction of the Engineer at no increase in contract cost.

- Geosynthetic Reinforcement Material - Where geosynthetic reinforcements are used for the construction of MSE walls the following requirements shall apply:

i. Geotextiles and Thread for Sewing-Woven or nonwoven geotextiles shall consist only of long chain polymeric filaments or yarns formed into a stable network such that the filaments or yarns retain their position relative to each other during handling, placement, and design service life. At least 95 percent by weight of the long chain polymer shall be polyolefin or polyester. The material shall be free of defects and tears. The geotextile shall conform as a minimum to the properties indicated for Separation, Medium Survivability indicated under AASHTO T 288. The geotextile shall be free from any treatment or coating that might adversely alter its physical properties after installation.

ii. Geogrids - The geogrid shall be a regular network of integrally connected polymer tensile elements with aperture geometry sufficient to permit significant mechanical interlock with the surrounding soil or rock. The

geogrid structure shall be dimensionally stable and able to retain its geometry under manufacture, transport, and installation.

iii. Required Properties - The specific geosynthetic material(s) shall be preapproved by the Department and shall have certified long-term strength (T_{al}) as determined by:

- Long-Term strength (T_{al}) based on the Equation where RF_{CR} is from creep tests performed in accordance with ASTM D5262, RF_{ID} obtained from site installation damage testing and RF_{ID} from hydrolysis or oxidative degradation testing extrapolated to 75- or 100-year design life.

$$T_{al} = \frac{T_{ult}}{RF_D \times RF_{ID} \times RF_{CR}}$$

- Ultimate Strength (T_{ULT}) based upon minimum average roll values (MARV, lb/ft), ASTM D4595.
- Pullout Resistance Factor developed in accordance with Chapter 3 of NHI-10-024.

iv. Certification - The Contractor shall submit a manufacturer's certification that the geosynthetics supplied meet the respective index criteria set when the geosynthetic was approved by the Department, measured in full accordance with all test methods and standards specified and as set forth in this document.

The manufacturer's certificate shall state that the furnished geosynthetic meets the requirements of this document as evaluated by the manufacturer's quality control program. The certificates shall be attested to by a person having legal authority to bond the manufacturer. In case of dispute over validity of value, the Engineer can require the Contractor to supply test data from a Department approved laboratory to support the certified values submitted.

v. Manufacturing Quality Control: The geosynthetic reinforcement shall be manufactured with a high degree of quality control. The manufacturer is responsible for establishing and maintaining a quality control program to ensure compliance with the requirements of this document. The purpose of the QC testing program is to verify that the reinforcement geosynthetic being supplied to the project is representative of the material used for performance testing and approval by the Department.

Conformance testing shall be performed as part of the manufacturing process and may vary for each type of product. As a minimum, the following index tests shall be considered as applicable for an acceptable QA/QC program:

Property	Test Procedure
Specific Gravity (HDPE only)	ASTM D1505 Wide
Width Tensile	ASTM D4595; GRI:GG1
Melt Flow (HDPE and PP only)	ASTM D1238
Intrinsic Viscosity (PET only)	ASTM D4603
Carboxyl End Group (PET only)	ASTM D2455

vi. Sampling, Testing, and Acceptance - Sampling and conformance testing shall be in accordance with ASTM D4354. Conformance testing procedures

shall be as established under section v. Manufacturing Quality Control. Geosynthetic product acceptance shall be based on ASTM D 4759.

The quality control certificate shall include:

- Roll numbers and identification.
- Sampling procedures.
- Result of quality control tests, including a description of test methods used.

vii. Select backfill Material for use with Geosynthetic Reinforcement – The backfill material shall conform to the requirements as stated above in Select Backfill Material of the Materials section; however, the maximum size of the backfill material shall be 3/4 inch, unless full scale installation damage tests are conducted in accordance with ASTM D5818.

- Joint Materials - Installed to the dimensions and thicknesses in accordance with the plans or approved shop drawings.

  i. If required, provide flexible foam strips for filler for vertical joints between panels, and in horizontal joints where pads are used, where indicated on the plans.

  ii. Provide in horizontal joints between panels preformed EPDM rubber pads conforming to ASTM D2000 for 4AA, 812 rubbers, neoprene elastomeric pads having a Durometer Hardness of 55 ± 5, or high-density polyethylene pads with a minimum density of 59 lb/ft^3 in accordance with ASTM D1505.

  iii. Cover all joints between panels on the back side of the wall with a geotextile meeting the minimum requirements for filtration applications as specified by AASHTO M 288. The minimum width and lap shall be 12 inches. Adhesive used to attach the filter fabric to the back of the panels shall be approved by the wall supplier.

- Concrete Leveling Pad, Traffic Barrier, and Coping - The concrete shall conform to the requirements of the Standard Specifications for 3,000 psi concrete.

- Acceptance of Material - The Contractor shall furnish the Engineer a Certificate of Compliance certifying the above materials comply with the applicable contract specifications. A copy of all test results performed by the Contractor necessary to assure contract compliance shall be furnished to the Engineer.

  Acceptance will be based certification.

2. Construction

a. Foundation Preparation - The foundation for the MSE wall shall be graded level for a minimum width equal to the width of the reinforced volume and leveling pad plus 1 foot, or as shown on the plans, using the top of the leveling pad as the grade elevation. Prior to wall construction, the foundation shall be compacted to 95 percent of optimum density, as directed by the Engineer. Any foundation soils found to be unsuitable shall be removed as directed by the Engineer and replaced with select backfill material compacted to 95 percent of the maximum density as determined by AASHTO T 99. The Contractor shall conduct any ground improvements required by the contract plans as part of foundation preparation.

At each panel foundation level, a precast reinforced or a cast-in-place unreinforced concrete leveling pad of the type shown on the plans shall be provided. The concrete shall be concrete with compressive strength of 3000 psi (28-day strength). The leveling pad shall be cured a minimum of 12 hours before placement of wall panels.

b. Wall Erection - Where a proprietary wall system is used, a field representative shall be available during the erection of the wall to assist the fabricator, Contractor, and Engineer. If there is more than one wall of the same type on the project, this requirement will apply to construction of the initial wall only. After construction of the initial wall, the representative will be available on an as-needed basis, as requested by the Engineer, during construction of the remainder of the walls. Wall erection shall be in conformance with the latest edition of the MSE wall construction manual as published by the wall supplier. The installation of bolted strap connections shall be as recommended by the fabricator and consistent with the design. For erection, panels are handled by means of a lifting device set into the upper edge of the panel. Precast concrete panels shall be placed such that a final vertical face will be obtained.

It shall be the responsibility of the Contractor to consult with the designer/supplier and to utilize the proper methods necessary to achieve a vertical face for the final wall. Panels should be placed in successive horizontal lifts as backfill placement proceeds. As backfill material is placed behind the panels, the panels shall be maintained in position by means of temporary wedges or bracing according to the wall supplier's recommendations. External bracing shall also be required for this initial lift. The wedges shall remain in place until the fourth layer of panels is placed, at which time the bottom layer of wedges shall be removed. Each succeeding layer of wedges shall be removed as the succeeding panel layers are placed. When the wall is completed, all wedges shall be removed. No wedges shall be used as a means of leveling panels on leveling pads. Wedges placed below the ground line on the front face of the wall shall be removed before this area is backfilled.

Tolerances and alignment shall be as follows:

i. Horizontal and vertical joint openings between panels shall be uniform. The maximum allowable offset in any panel joint shall be 3/4 inch.

ii. Vertical tolerance (plumbness) and horizontal alignment tolerances as the wall is constructed shall not exceed 3/4 inch when measured along a 10-foot straightedge.

The overall vertical tolerance of the wall (plumbness from top to bottom) in its final position shall not exceed 3/4 inch per 10 feet of wall height.

Cast-in-place concrete shall be placed on top of wall panels to allow precast coping elements on top of the wall to be brought to proper grade.

Prior to placing any select backfill material on any soil reinforcement device, all connections to the panels shall be completed.

c. Backfill Placement - Backfill placement shall closely follow the erection of each lift of panels. Backfill shall be placed in such a manner as to avoid any damage or disturbance to the wall materials including panels, soil reinforcements, and connections, or misalignment of the facing panels or reinforcing elements. Any wall materials which may become damaged or disturbed during backfill placement, or due

to wall settlement prior to completion of the project shall be either removed and replaced at the Contractor's expense or corrected, as directed by the Engineer. Any misalignment or distortion of the wall facing panels due to placement of backfill outside the limits of this section shall be corrected, as directed by the Engineer at the Contractor's expense. Backfill placement methods near the facing shall assure that no voids exist directly beneath the reinforcing elements.

Backfill shall be compacted to 95 percent of the maximum density as determined by AASHTO T 99. When the backfill supports a spread footing of a bridge or other structural load, the top 5 feet shall be compacted to 100 percent of the maximum density. For backfills containing more than 30 percent retained on the ¾ inch sieve, a method compaction consisting of a minimum of 2 passes of a steel drum roller or truck equipment equivalent or larger than a Caterpillar D6 Bulldozer shall be used.

The moisture content of the backfill material prior to and during compaction shall be uniformly distributed throughout each layer. Backfill materials shall be placed at a moisture content not more than 2 percentage points less than or equal to the optimum moisture content. Backfill material with a placement moisture content in excess of the optimum moisture content shall be removed and reworked until the moisture content is uniformly acceptable throughout the entire lift. The optimum moisture content shall be determined in accordance with AASHTO T 99.

At each soil reinforcement device level, backfill shall be compacted to the full length of reinforcement devices and be sloped to drain away from the wall before placing and attaching the next layer of reinforcement devices. The compacted backfill shall be level with the connecting device before the reinforcement device can be connected. Compaction within three feet of the back face of the wall facing panel shall be achieved with at least 3 passes of a lightweight mechanical tamper, roller, or vibratory system.

Unless otherwise indicated on the plans or directed by the Engineer, soil reinforcement devices shall be placed at 90 degrees to the face of the wall. The maximum lift thickness before compaction shall be 10 inches and shall closely follow panel erection. The Contractor shall decrease this lift thickness, if required, to obtain the specified density.

At the end of each day's operation, the Contractor shall slope the last level of backfill away from the wall facing to rapidly direct runoff or rainwater away from the wall face. In addition, the Contractor shall not allow surface runoff from adjacent areas to enter the wall construction site.

F. Prefabricated Modular Block Facing Mechanically Stabilized Earth (MSE) Wall (See QPL for Approved Manufacturer/Supplier)

1. Materials

General - The Contractor shall make arrangements to purchase or manufacture the facing elements, reinforcing mesh or strips, attachment devices, joint filler, and all other necessary components. Materials not conforming to this section or from sources not listed in the contract document shall not be used without written consent from the Engineer.

- Concrete Modular Block Facing - The concrete modular blocks shall be either hollow or solid concrete structural retaining wall units, machine made from

Hydraulic cement, water, and mineral aggregates with or without the inclusion of other materials. The units are intended for use in the construction of mortarless, modular block retaining walls (MBW).

i. Cementitious Materials - Materials shall conform to the following:
   - Hydraulic Cement – Shall be as specified in **901.01** and conform to AASHTO M 85 (ASTM C150).
   - Pozzolans – Class C or Class F fly ash -AASHTO M 295 Blast Furnace Slag Cement – grade 100 or 120- AASHTO M 302 (ASTM C989).

ii. Aggregates - Aggregates shall conform to the following specifications, except that grading requirements shall not necessarily apply:
   - Normal Weight Aggregates – Standard Specification **903.01** and **903.03**.
   - Lightweight Aggregates - Standard Specification **903.19**.

iii. Other Constituents Air-entraining agents, coloring pigments, integral water repellants, finely ground silica, and other constituents shall be previously established as suitable for use in concrete MBW units and shall conform to applicable AASHTO Standards or, shall be shown by test or experience to be not detrimental to the durability of MBW units or any material customarily used in masonry construction.

iv. Physical Requirements. Prior to delivery to the work site, the units shall conform to the following physical requirements:
   1. Minimum required compressive strength = 4,000 psi (Average 3 coupons)
   2. Minimum required compressive strength = 3,500 psi (Individual coupon)
   3. Maximum water absorption = 5 percent
   4. Maximum number of blocks per lot = 2,000

   Prior to delivery, the Department will conduct verification testing on the modular blocks in accordance with SOP 1-1: "Quality Assurance for the Sampling, Testing of Materials and Products."

   If products are manufactured out of state, TDOT may verify at the project site PRIOR to the placement of the units. The Contractor, or producer, shall notify the Regional Materials and Tests that products need to be verified.

v. Tolerances. Blocks shall be manufactured within the following tolerances:
   - The length and width of each individual block shall be within 1/8 inch of the specified dimension. Hollow units shall have a minimum wall thickness of 1-1/4 inch.
   - The height of each individual block shall be within 1/16 inch of the specified dimension.
   - When a broken face finish is required, the dimension of the front face shall be within 1 inch of the theoretical dimension of the unit.
   - Finish and Appearance. All units shall be sound and free of cracks or other defects that would interfere with the proper placing of the unit or significantly impair the strength or permanence of the construction. Minor cracks (e.g., no greater than 1/32 inch in width and no longer than 25 percent of the unit height) incidental to the usual method of

manufacture or minor chipping resulting from shipment and delivery, are not grounds for rejection.
The face or faces of units that are to be exposed shall be free of chips, cracks or other imperfections when viewed from 30 feet under diffused lighting. Up to 5 percent of a shipment may contain slight cracks or small chips not larger than 1 inch.

Color and finish shall be as shown on the plans and shall be erected with a running bond configuration.

- If pins are required to align MBW units, they shall consist of a non-degrading, polymer or galvanized steel and be made for the express use with the MBW units supplied.
- Cap units shall be cast to or attached to the top MBW units in strict accordance with the manufacturer's requirements and the adhesive manufacturer's recommended procedures. The Contractor shall provide a written 10-year warranty acceptable to the Department that the integrity of the materials used to attach the cap blocks will preclude separation and displacement of the cap blocks for the warranty period.

vi. Sampling and Testing. Verification of the concrete block with respect to compressive strength and absorption will be determined on a lot of basis. The lot will be randomly sampled in accordance with ASTM C140. Compressive strength and absorption tests shall be performed by the manufacturer and submitted to the Department. Compressive strength test specimens shall be cored or shall conform to the saw-cut coupon provisions of section 6.2.4 of ASTM C140. Blocks represented by test coupons that do not reach an average compressive strength of 4,000 psi or an individual strength of 3,500 psi or have less than 5 percent absorption will be rejected.

vii. Rejection. Blocks shall be rejected because of failure to meet any of the requirements specified above. In addition, any or all of the following defects shall be sufficient cause for rejection.

- Defects that indicate imperfect molding.
- Defects indicating honeycomb or open texture concrete.
- Cracked or severely chipped blocks.
- Color variation on front face of block due to excess form oil or other reasons.

Blocks may also be rejected if Departmental verification test results do not comply with the requirements specified above.

- Unit Fill - The unit fill and drainage aggregate shall be a well-graded crushed stone or granular fill meeting the following gradation:

U.S. Sieve Size	Percent Passing
1 inch	100-75
3/4 inch	50-75
No. 4	0-60
No. 40	0-50

No. 200	0-5

- Geosynthetic Reinforcement Material - The following requirements shall apply for geosynthetic reinforcement material:

  i. Geotextiles and Thread for Sewing - Woven or nonwoven geotextiles shall consist only of long chain polymeric filaments or yarns formed into a stable network such that the filaments or yarns retain their position relative to each other during handling, placement, and design service life. At least 95 percent by weight of the long chain polymer shall be polyolefin or polyester. The material shall be free of defects and tears. The geotextile shall conform as a minimum to the properties indicated for Separation, Medium Survivability indicated under AASHTO M 288. The geotextile shall be free from any treatment or coating that might adversely alter its physical properties after installation.

  ii. Geogrids - The geogrid shall be a regular network of integrally connected polymer tensile elements with aperture geometry sufficient to permit significant mechanical interlock with the surrounding soil or rock. The geogrid structure shall be dimensionally stable and able to retain its geometry under manufacture, transport, and installation.

  iii. Required Properties - The specific geosynthetic material(s) shall be pre-approved by the Department and shall have certified long-term strength (T_{al}) as determined by:

    - Long-Term strength (T_{al}) based on the Equation where RF_{CR} is from creep tests performed in accordance with ASTM D5262, RF_{ID} obtained from site installation damage testing and RF_{ID} from hydrolysis or oxidative degradation testing extrapolated to 75 or 100 year design life.

$$T_{al} = \frac{T_{ult}}{RF_D \times RF_{ID} \times RF_{CR}}$$

    - Ultimate Strength (T_{ULT}) based upon minimum average roll values (MARV) (lb/ft), ASTM D4595.
    - Pullout Resistance Factor developed in accordance with Chapter 3 of NHI-10-024.

  iv. Certification - The Contractor shall submit a manufacturer's certification that the geosynthetics supplied meet the respective index criteria set when the geosynthetic was approved by the Department, measured in full accordance with all test methods and standards specified and as set forth in this section of this special provision. The manufacturer's certificate shall state that the furnished geosynthetic meets the requirements of this document as evaluated by the manufacturer's quality control program. The certificates shall be attested to by a person having legal authority to bond the manufacturer. In case of dispute over validity of values, the Engineer can require the Contractor to supply test data from a Department approved laboratory to support the certified values submitted.

  v. Manufacturing Quality Control: The geosynthetic reinforcement shall be manufactured with a high degree of quality control. The manufacturer is

responsible for establishing and maintaining a quality control program to ensure compliance with the requirements of this special provision. The purpose of the QC testing program is to verify that the geosynthetic being supplied to the project is representative of the material used for performance testing and approval by the Department.

Conformance testing shall be performed as part of the manufacturing process and may vary for each type of product. As a minimum the following index tests shall be considered as applicable for an acceptable QA/QC program:

Property	Test Procedure
Specific Gravity (HDPE only)	ASTM D1505
Wide Width Tensile	ASTM D4595; GRI:GG1
Melt Flow (HDPE and PP only)	ASTM D1238
Intrinsic Viscosity (PET only)	ASTM D4603
Carboxyl End Group (PET only)	ASTM D2455

vi. Sampling, Testing, and Acceptance - Sampling and conformance testing shall be in accordance with ASTM D4354. Conformance testing procedures shall be as established under section v. Manufacturing Quality Control. Geosynthetic product acceptance shall be based on ASTM D4759.

The quality control certificate shall include:

- Roll numbers and identification
- Sampling procedures
- Result of quality control tests, including a description of test methods used.

vii. Select backfill Material for use with Geosynthetic Reinforcement The backfill material shall conform to the requirements as stated below in Select Backfill Material except that the maximum size of the backfill shall be 3/4 inch unless full scale installation damage tests are conducted in accordance with ASTM D5818.

All backfill material shall be tested prior to use and at the established frequencies in SOP 1-1: "Quality Assurance for the Sampling, Testing of Materials and Products."

- Soil Reinforcing and Attachment Devices - Where steel reinforcing and attachment devices are used in the construction of the MSE wall the following requirements shall apply.

i. Reinforcing Strips - Reinforcing strips shall be hot rolled from bars to the required shape and dimensions. Their physical and mechanical properties shall conform to either AASHTO M 183 (ASTM A36) or AASHTO M 223 (ASTM A572) grade 65 or equal. Galvanization shall conform to the minimum requirements or AASHTO M 111 (ASTM A123).

ii. Tie Strips - The tie strips shall be shop-fabricated of hot rolled steel conforming to the minimum requirements of ASTM A570, Grade 50 or equivalent. Galvanization shall conform to AASHTO M111. Tie straps may be partially bent before shipment to the precast yard. Minimum bending radius shall be one inch. Final bending may be accomplished at the precast yard.

iii. Reinforcing Mesh - Reinforcing mesh shall be shop fabricated of cold drawn steel wire conforming to the minimum requirements of AASHTO M 32 (ASTM A82) and shall be welded into the finished mesh fabric in accordance with AASHTO M 55 (ASTM A185). Galvanization shall be applied after the mesh is fabricated and conform to the minimum requirements of AASHTO M 111.

iv. Fasteners - Fasteners shall be high strength hexagonal cap screw bolts and nuts conforming to AASHTO M 164 (ASTM F3125 Grade A325). Galvanizing fastener elements, including washers, shall be in accordance with AASHTO M 232 (ASTM A153). Bolts and nuts nominal diameter will be shown in the plans and supplied in accordance with the fasteners as specified previously.

v. Steel Strap Connections - The steel strap connection bar and plate shall meet the same requirements as the reinforcing and tie strips specified above. Bolts, nuts, and washers shall conform to the requirements for the fasteners specified above. Coatings for connecting devices shall be as specified below.

vi. Clevis Loop and Mesh Loop - Clevis loops and mesh loops shall be fabricated of cold drawn steel wire conforming to the requirements of AASHTO M 32 and welded in accordance with AASHTO M 55 and shall develop a minimum stress of 0.9 F_y.

vii. Connector Bar - Connector bar shall be fabricated of cold drawn steel wire conforming to the requirements of AASHTO M 32.

Holes for bolts shall be punched in the location shown. Surfaces resulting from punching holes for bolts shall be galvanized in accordance with AASHTO M 111. Those parts of the connecting devices which are threaded shall be galvanized in accordance with AASHTO M 232. Alignment pins are to be hot dip galvanized.

All connecting devices shall be to the dimensions shown on the plans. Connecting members and soil reinforcement devices shall be assembled prior to galvanization. All connecting devices shall be true to size and free from defects that may impair their strength or durability.

Any damage sustained by any part of the connecting devices, bolts or reinforcing devices during any phase of fabrication, storage or erection shall be repaired to the satisfaction of the Engineer at no increase in contract cost.

- Concrete Leveling Pad, Traffic Barrier, and Coping - The concrete shall conform to the requirements of the Standard Specifications for 3,000 psi concrete.
- Acceptance of Material - The Contractor shall furnish the Engineer a Certificate of Compliance certifying the above materials comply with the applicable contract specifications. A copy of all test results performed by the Contractor necessary to assure contract compliance shall be furnished to the Engineer.

2. Construction

a. Wall Excavation - Unclassified excavation shall be in accordance with the requirements of the Standard Specifications and in reasonably close conformity with the limits and construction lines shown on the plans. Temporary excavation support as required shall be the responsibility of the Contractor.

b. Foundation Preparation - The foundation for the MSE wall shall be graded level for a minimum width equal to the width of the reinforced volume and leveling pad plus 1 foot, or as shown on the plans, using the top of the leveling pad as the grade elevation. Prior to wall construction, the foundation shall be compacted to 95 percent of optimum density, as directed by the Engineer. Any foundation soils found to be unsuitable shall be removed as directed by the Engineer and replaced with select backfill material compacted to 95 percent of the maximum density as determined by AASHTO T 99. The Contractor shall conduct any ground improvement required by the contract plans as part of foundation preparation.

   At each block foundation level, a precast reinforced or a cast-in-place unreinforced concrete leveling pad of the type shown on the plans shall be provided. The concrete shall be Class A concrete with compressive strength of 3,000 psi (28-day strength). The leveling pad shall be cured a minimum of 12 hours before placement of wall panels.

c. Wall Erection - Where a proprietary wall system is used, a field representative shall be available during the erection of the wall to assist the fabricator, Contractor, and Engineer. If there is more than one wall of the same type on the project, this requirement will apply to construction of the initial wall only. After the initial wall, the representative will be available on an as-needed basis, as requested by the Engineer, during construction of the remainder of the walls. Wall erection shall be in conformance with the latest edition of the MSE wall construction manual as published by the wall supplier.

   It shall be the responsibility of the Contractor to consult with the designer/supplier and to utilize the proper methods necessary to achieve a vertical face for the final wall. Blocks should be placed in successive horizontal lifts as backfill placement proceeds per the manufacturer's recommendations.

   Cast-in-place concrete shall be placed on top of wall panels to allow precast coping elements on top of the wall to be brought to proper grade.

   Prior to placing any select backfill material on any soil reinforcement device, all connections to the blocks shall be completed.

d. Backfill Placement - Backfill placement shall closely follow the erection of each lift of blocks. Backfill shall be placed in such a manner as to avoid any damage or disturbance to the wall materials including blocks, soil reinforcements, and connections, or misalignment of the facing blocks or reinforcing elements. Any wall materials which may become damaged or disturbed during backfill placement, or due to wall settlement prior to completion of the project shall be either removed and replaced at the Contractor's expense or corrected, as directed by the Engineer. Any misalignment or distortion of the wall facing blocks due to placement of backfill outside the limits of this section shall be corrected, as directed by the Engineer. Backfill placement methods near the facing shall assure that no voids exist directly beneath the reinforcing elements.

Backfill shall be compacted to 95 percent of the maximum density as determined by AASHTO T 99. When the backfill supports a spread footing of a bridge or other structural load, the top 5 feet shall be compacted to 100 percent of the maximum density. For backfills containing more than 30 percent retained on the ¾ inch sieve, a method compaction consisting of a minimum of 2 passes of a steel drum roller or tracked equipment equivalent or larger than a Caterpillar D6 Dozer shall be used.

The moisture content of the backfill material prior to and during compaction shall be uniformly distributed throughout each layer. Backfill materials shall have a placement moisture content less than or equal to the optimum moisture content. Backfill material with placement moisture content in excess of the optimum moisture content shall be removed and reworked until the moisture content is uniformly acceptable throughout the entire lift. The optimum moisture content shall be determined in accordance with AASHTO T 99.

At each soil reinforcement device level, backfill shall be compacted to the full length of reinforcement devices and be sloped to drain away from the wall before placing and attaching the next layer of reinforcement devices. The compacted backfill shall be level with the connecting device before the reinforcement device can be connected. Compaction within 3 feet of the back of the wall facing shall be achieved with at least 3 passes of a lightweight mechanical tamper, roller, or vibratory system.

Unless otherwise indicated on the plans or directed by the Engineer, soil reinforcement devices shall be placed at 90 degrees to the face of the wall. The maximum lift thickness before compaction shall be 10 inches and shall closely follow modular block erection. The Contractor shall decrease this lift thickness, if required, to obtain the specified density.

At the end of each day's operation, the Contractor shall slope the last level of backfill away from the wall facing to rapidly direct runoff or rainwater away from the wall face. In addition, the Contractor shall not allow surface runoff from adjacent areas to enter the wall construction site.

G. Anchored Wall (See QPL for Approved Manufacturer/Supplier)

Part A - Part A covers specifications for permanent ground anchor walls exclusive of the ground anchors.

1. Design Criteria

Unless otherwise directed the Contractor shall select the type of wall element to be used. The wall shall be designed for shear, moment, and lateral and axial capacity in accordance with AASHTO LRFD procedures. The Contractor shall be responsible for determining the length of the wall element and required section necessary to resist loadings due to earth, and water forces while controlling ground movements. Structure design life and corrosion protection requirements for sheet-piles and soldier beams will be provided on the contract drawings. The design shall accommodate the sequence of construction as shown in the Contractor's erection plan. Soil properties, load and resistance factors, anchor tendon corrosion protection requirements, wall finish and color requirements, and appurtenance locations are given in the contract plans or specifications.

The Contractor shall be familiar with the requirements for ground anchors described in Part B, "Ground Anchors". The Contractor shall incorporate all dimensional and location

restrictions on ground anchor locations, spacing, and length of anchor bond length and unbonded length that may affect the design of the wall system covered by this section.

- The wall system shall be designed to resist maximum anticipated loadings calculated for the effects of any special loadings shown on the contract plans.
- The wall shall be designed to ensure stability against passive failure of the embedded portion of the vertical wall elements (below the base of excavation).
- The axial load carrying capacity of the embedded portion of the vertical wall elements (below the base of the excavation) shall be evaluated. The wall shall be designed to resist vertical loads including vertical anchor forces and the weight of the lagging and the vertical wall elements. Relying on transfer of vertical load into the soil behind the wall by friction shall not be permitted, unless approved by the Engineer.
- Permanent facing shall be precast or cast-in-place reinforced concrete. Architectural facing treatments, if required, shall be as indicated on the contract drawings. The facing shall extend a minimum of 2 feet below the gutter line or, if applicable, the ground line adjacent to the wall unless otherwise indicated on the contract drawings.
- The Contract Plans will provide minimum requirements of design elements in order to provide global stability requirement such as minimum embedment of vertical pile elements or minimum lengths of unbonded (free length) zone for anchors. The wall design shall provide these minimum requirements.
- Wall Drainage. The wall drainage system shall operate by gravity and shall be capable of relieving water pressures on the back face of the wall under anticipated worst case water pressure conditions. When drainage systems are incorporated into the specific design, hydrostatic head on the back of the wall shall not exceed 6 inches above the elevation of the drainage collection pipe.

2. Materials

The Contractor shall not deliver materials to the site until the Engineer has approved the submittals outlined in Section 3.0 in Part B below. The Contractor shall protect the materials from the elements by appropriate means. Prestressing steel strands and bars shall be stored and handled in accordance with the manufacturer's recommendations and in such a manner that no damage to the component parts occurs. All steel components shall be stored under cover and protected against moisture.

- Soldier Beam and Structural Steels
  - i. Steel Soldier Beams, Structural Steel Shapes, and Steel Plate - Shall be of the type and weight indicated on the approved working drawings and shall conform to the requirements of AASHTO M 270 (ASTM A709) Grade 50.
  - ii. Steel Sheet Piles - Steel sheet piles shall be of the type and weight indicated on the approved working drawings. Steel sheet piles shall conform to the requirements of AASHTO M 202 (ASTM A328) or AASHTO M 270 (ASTM A 709) Grade 50.
  - iii. Steel Studs – Steel Studs shall conform to the requirements of AASHTO M 169 (ASTM A108)
  - iv. Steel Tube - Steel tube shall conform to the requirements of ASTM 1085 or ASTM A500, Grade B or Grade C.

v. Reinforcing Steel - Reinforcing steel shall conform to ASTM A615. The required Grade of all reinforcing shall be shown on the plans.

- Concrete

  i. Cement - Hydraulic cement shall be as specified in **901.01** or a Type II and shall conform to AASHTO M 85 (ASTM C150).

  ii. Structural Concrete - Structural concrete shall conform to the requirements of **604** of the Standard Specifications. Structural concrete shall have a minimum 28-day compressive strength of 3000 psi, unless otherwise noted on the contract drawings.

  iii. Lean-Mix Concrete Backfill - Lean-mix concrete backfill shall consist of hydraulic cement conforming to **901** of the Standard Specifications, fine aggregate, and water. Each cubic yard of lean-mix concrete backfill shall consist of a minimum of one sack (94lbs) of hydraulic cement.

- Drainage Materials

  i. Drainage Aggregate - Drainage aggregate to be used as a drainage medium shall conform to **903.17** of the Standard Specifications.

  ii. Preformed Permeable Geocomposite Drains – The preformed permeable geocomposite drains shall be continuous and a minimum of 1 foot wide. The drains shall be placed in sections with a minimum overlap of 1 foot and be spliced to assure continuous drainage.

  iii. Pipe and Perforated Pipe - Pipe and perforated pipe shall conform to **610** of the Standard Specifications.

- Lagging

  i. Temporary Timber Lagging - Temporary timber lagging shall be construction grade rough cut and shall be a minimum of 3 inches thick. Where necessary, the Contractor shall provide certification that the timber conforms to the grade, species, and other specified requirements. If the timber is to be treated with a preservative, a certificate of compliance shall be furnished.

  ii. Permanent Timber Lagging – Permanent timber lagging shall conform to all requirements of Temporary Timber Lagging and shall be constructed from structural stress-graded lumber.

3. Construction

- Submit an erection plan prepared and stamped by a Professional Engineer licensed in the State of Tennessee. Include the sequences of erection as the wall is built, vertical limits of excavation without anchors, when anchors installed and stressed, minimum backfill heights above anchor stressing, and maximum exposed heights allowed during each phase. Submit this plan to the Engineer at least 30 days before starting erection or removal.

- General Considerations

  Wall elements for anchored walls designed and constructed in accordance with this special provision shall be either continuous interlocking sheet-piles or steel soldier beams that are either driven or placed in pre-drilled holes that are subsequently backfilled with lean mix or structural concrete.

- Excavation

  Excavation below a level of anchors shall be limited to 2 feet below the anchor level and shall not commence below this level until anchors at that level have been installed, load tested, locked off and accepted by the Department. Placement of timber lagging shall immediately follow excavation in the front of the wall.

- Driven Sheet Pile and Soldier Beam Installation.

  Driven sheet piles and soldier beams shall be driven to the specified minimum tip elevation shown on the approved working drawings. The Contractor shall select a sheet pile or soldier beam section that satisfies all design criteria. The Contractor shall select a driving method and pile driving and ancillary equipment consistent with the expected ground conditions at the site. The sheet-pile or soldier beam shall be driven to the specified minimum tip elevation or to the approved elevation based on bearing capacity without damaging the sheet pile or soldier beam. The interlocks between adjacent sheet piles shall not be damaged. Equipment shall be used to permit the impact energy to be distributed over the tops of the sheet pile or soldier beam.

- Soldier Beam Installation in Pre-drilled Holes

  i. Excavations required for soldier beam placement shall be performed to the dimensions and elevations on the approved working drawings. The methods and equipment used shall be selected by the Contractor.

  ii. The Contractor shall ensure that the sidewalls of the pre-drilled holes (i.e., shafts) do not collapse during drilling. Uncased shafts may be used where the sides and the bottom of the shaft are stable and may be visually inspected prior to placing the soldier beam and concrete. Casing or drilling muds shall be used where the sides of the shaft require additional support.

  iii. The Contractor shall provide equipment for checking the dimensions and alignment of each shaft excavation. The dimensions and alignment shall be determined by the Contractor but shall be observed by the Inspector. The Inspector will check the alignment of the drilling equipment at the beginning of shaft construction and periodically thereafter. Final shaft depth shall be measured after final cleaning by the Contractor.

  iv. Loose material shall be removed from the bottom of the shaft. No more than 2 feet of standing water shall be left in the bottom of the shaft prior to beginning soldier beam installation.

  v. The soldier beam shall be placed in the shaft without difficulty and aligned prior to general placement of concrete. The Contractor may place up to 2 feet of concrete at the bottom of the shaft to assist in aligning the soldier beam. The soldier beam shall be blocked or clamped in place at the ground surface, prior to placement of concrete.

  vi. For shafts constructed without casing or drilling muds, concrete (either structural or lean-mix backfill) may be placed by free- falling the concrete from the ground surface down the shaft and around the soldier beam. If casing is used, the placement of concrete shall begin prior to casing removal. Remove the casing while the concrete remains workable. For shafts constructed using slurry, concrete shall be placed using the tremie method from the bottom of the shaft. The tremie pipe shall be withdrawn slowly as

the level of the concrete rises in the shaft and the level of the tremie pipe outlet shall never exceed the height of the slurry.

- Wall Tolerances

  i. Soldier beams shall be placed at the locations shown on the approved working drawings and shall not deviate by more than 1 foot along the horizontal alignment of the wall. The wall shall not deviate from the vertical alignment shown of the contract drawings by more than 4 inches in each plane.

  ii. The soldier beam or sheet pile tip shall be installed to within 1 foot of the specified tip elevation shown on the approved working drawings.

  iii. Whenever a soldier beam deviates in location or plumbness by more than the tolerance given in these guidelines, the Contractor, has the option, may provide corrective measures such as 1) rebuilding soldier beams; 2) redesigning soldier beam; 3) adjust soldier beam spacing by adding additional soldier beams; 4) redesigning concrete facing; 5) building up the soldier beam section, or 6) other methods.

- Welding and Splicing

  Splicing of sheet piles or soldier beams shall not be permitted, unless approved by the Department. All structural welding of steel and steel reinforcement shall be performed by certified welders qualified to perform the type of welding shown on the shop drawings. All sheet piles or soldier beams shall be cutoff to a trúe plane at the elevations shown on the approved working drawings. All cutoff lengths shall remain the property of the Contractor and shall be properly disposed.

- Timber Lagging Installation

  i. Timber lagging shall be placed from the top-down in sufficiently small lifts immediately after excavation to prevent erosion of materials into the excavation. Prior to lagging placement, the soil face shall be smoothed to create a contact surface for the lagging. Large gaps behind the lagging shall be backfilled and compacted prior to applying any loads to the ground anchors.

  ii. A gap shall be maintained between each vertically adjacent lagging board for drainage between adjacent lagging sections. In no case shall lagging be placed in tight contact to adjacent lagging.

- Drainage System Installation

  i. The Contractor shall handle preformed permeable geocomposite drains in such a manner as to ensure the geocomposite drain is not damaged in any way. Care shall be taken during placement of the geocomposite drain not to entrap dirt or excessive dust in the geocomposite drain that could cause clogging of the drainage system. Delivery, storage, and handling of the geocomposite drains shall be as provided in the plans or based on manufacturer's recommendations.

  ii. Drainage geocomposite strips shall be placed and secured tightly against the timber lagging with the fabric facing the lagging. A continuous sheet of drainage geocomposite that spans between adjacent soldier beams shall not be allowed. Seams and overlaps between adjacent composites shall be made

according to the special provisions or manufacturer's recommendations and specifications. Repairs shall be performed at no additional cost to the Department and shall conform to the plans or manufacturer's recommendation.

iii. Where drainage aggregate is used to construct a vertical drain behind the permanent wall and in front of the lagging, the drainage aggregate shall be placed in horizontal lifts. The construction of the vertical drain should closely follow the construction of the precast facing elements. Care should be exercised to ensure that connection devices between wall elements and facing elements are not damaged during the placement of the drainage aggregate.

iv. Perforated collector pipe shall be placed within the permeable material to the flow line elevations and at the location shown on the approved working drawings. Outlet pipes shall be placed at the low end of the collector pipe and at other locations shown or specified in the approved working drawings.

- Concrete Facing Installation

  For permanent cast-in-place and precast concrete facings, concrete manufacture, handling, placement, and finishing shall conform to the requirements in Section 8 "Concrete Structures" of the AASHTO-*LR FD Bridge Construction Specifications with interims.* Connections used to secure the facing to wall elements shall conform to the details shown on the approved working drawings. The exposed surface of the concrete facing shall receive a Class I finish as specified in Section 8 "Concrete Structures," unless a special architectural treatment is specified.

Part B, Anchored Wall (See QPL for Approved Systems) – Part B covers specifications for the design, construction, and testing of Permanent Ground Anchors.

1. Description

The work covered under this section includes the furnishing of all materials, labor, tools, equipment, and other incidental items for the designing, detailing, and construction of permanent ground anchors. All other items included in the construction of the permanent ground anchors not specifically mentioned herein shall conform to all applicable sections of the Standard Specifications, henceforth referred to as the Standard Specifications, the current *AASHTO LRFD Bridge Design Specifications* with latest revisions, the current *AASHTO LRFD Bridge Construction Specifications* with interims, and the latest version of Post Tensioning Institute (PTI) Standards, including: 1. *PTI, "Post Tensioning Manual"*, 2. *PTI "Specification for Unbonded Single Strand Tendons"*, 3. *PTI "Recommendations for Prestressed Rock and Soil Anchors."*

Unless otherwise noted the Contractor shall select the ground anchor type, drilling method, grouting method, and grout pressures, determine the ground anchor capacity, bond length, free stressing (unbonded) length, and anchor diameter. The Contractor shall be responsible for installing ground anchors that will develop the load-carrying capacity indicated on the approved working drawings in accordance with the testing subsection of this section. The anchor tendon shall be protected from corrosion as shown on the approved working drawings and in accordance with the requirements of this specification.

2. Design Criteria

- Unless otherwise directed the Contractor shall select the type of tendon to be used. The tendon shall be sized so the design load does not exceed 60 percent of the specified

minimum tensile strength of the prestressing steel. The lock-off load for the tendon shall be chosen based on anticipated time or activity dependent load changes but shall not exceed 70 percent of the specified minimum tensile stress of the prestressing steel. The prestressing steel shall be sized so the maximum test load does not exceed 80 percent of the specified minimum tensile strength of the prestressing steel.

- The Contractor shall be responsible for determining the bond length necessary to develop the design load indicated on the approved working drawings. The minimum bond length shall be 15 feet for strand tendons in rock and 10 feet for bar tendons in rock. The minimum bond length shall be 15 feet for strand and bar tendons in soil. The minimum tendon bond length shall be 10 feet.
- The free stressing length (unbonded length) for rock and soil anchors shall not be less than 10 feet for bar tendons and 15 feet for strand tendons. The free stressing length shall extend at least 5 feet or 20 percent of the height of the wall, whichever is greater, behind the critical failure surface. The critical failure surface shall be evaluated using slope stability or similar procedures.

3. Submittals

Requirements for submittals are as outlined above and include the following:

- Contractor should be familiar with the requirements as outlined in Part A, of these anchored wall design and construction requirements.
- The working drawings and design submission shall include the following:
  a) A ground anchor schedule giving:
     - Ground anchor number
     - Ground anchor design load
     - Type and size of tendon
     - Minimum total anchor length
     - Minimum bond length
     - Minimum tendon bond length
     - Minimum unbonded length

  b) A drawing of the ground anchor tendon and the corrosion protection system including details for the following:
     - Spacers and their location
     - Centralizers and their location
     - Unbonded length corrosion protection system
     - Bond length corrosion protection system
     - Anchorage and trumpet
     - Anchorage corrosion protection system
- Certificates of Compliance for the following materials, if used. The certificate shall state that the materials or assemblies to be provided will fully comply with the requirements of the contract.
  a) Prestressing steel, strand, or bar
  b) Hydraulic cement
  c) Prestressing hardware
  d) Bearing plates
  e) Corrosion protection system
- The Contractor shall submit to the Engineer for review and approval or rejection mill

test reports for the prestressing steel and the bearing plate steel. The Engineer may require the Contractor to provide samples of any ground anchor material intended for use on the project. The prestressing steel and bearing plates shall not be incorporated in the work without the Engineer's approval.

- The Contractor shall submit to the Engineer for review and approval or rejection calibration data for each test jack, load cell, primary pressure gauge and reference pressure gauge to be used. Testing cannot commence until the Engineer has approved these calibrations.
- The Contractor shall submit to the Engineer within twenty calendar days after the completion of the ground anchor work a report containing the following:

  a) Prestressing steel manufacturer's mill test reports for the tendons incorporated in the installation.
  b) Grouting records indicating the cement type, quantity injected and the grout pressures.
  c) Ground anchor test results.
  d) As-built drawings showing the location and orientation of each ground anchor, anchor capacity, tendon type, total anchor length, bond length, unbonded length, and tendon bond length as installed, and locations of all instruments installed by the Department.

4. Materials

- General

  a) The Contractor shall not deliver materials to the site until the Engineer has approved the submittals outlined in Section 3 in Part B of Anchored Walls.

  b) The Contractor shall protect all materials from theft, vandalism, and the elements by appropriate means. Prestressing steel strands and bars shall be stored and handled in accordance with the manufacturer's recommendations and in such a manner that no damage to the component parts occurs. All steel components shall be protected from the elements at all times. Cement and additives for grout shall be stored under cover and protected against moisture.

- Anchorage Devices

  a) Stressing anchorages shall be a combination of either steel bearing plate with wedge plate and wedges, or a steel bearing plate with a threaded anchor nut. The steel bearing and wedge plate may also be combined into a single element. Anchorage devices shall be capable of developing 95 percent of the specified minimum ultimate tensile strength of the prestressing steel tendon. The anchorage devices shall conform to the static strength requirements of Section 3.1.6 (1) and Section 3.1.8 (1) and (2) of the latest edition of the PTI "*Guide Specifications for Post- Tensioning Materials.*"

  b) The bearing plate shall be fabricated from steel conforming to AASHTO M 183 or M 222 specifications, or equivalent, or may be a ductile iron casting conforming to ASTM A536.

  c) The trumpet shall be fabricated from a steel pipe or tube or from PVC pipe. Steel pipe or tube shall conform to the requirements of ASTM A53 for pipe or ASTM A500 for tubing. Steel trumpets shall have a minimum wall thickness of 0.1 inch for diameters up to 4 inches and 0.2 inch for larger diameters. PVC

pipe shall conform to ASTM D1785, Schedule 40 minimum. PVC trumpets shall be positively sealed against the bearing plate and aligned with the tendon to prevent cracking during stressing.

d) Anchorage covers shall be fabricated from steel or plastic with a minimum thickness of 0.1 inch. The joint between the cover and the bearing plate shall be watertight.

e) Wedges shall be designed to preclude premature failure of the prestressing steel due to notch or pinching effects under static and dynamic strength requirements of Section 3.1.8 (1) and 3.1.8 (2) of the PTI *"Post Tensioning Manual."* Wedges shall not be reused.

f) Wedges for epoxy coated strand shall be designed to be capable of biting through the epoxy coating and into the strand. Removal of the epoxy coating from the strand to allow the use of standard wedges shall not be permitted. Anchor nuts and other threadable hardware for epoxy coated bars shall be designed to thread over the epoxy coated bar and still comply with the requirements for carrying capacity.

- Prestressing Steel

a) Ground anchor tendons shall be fabricated from single or multiple elements of one of the following prestressing steels:

- Steel bars conforming to AASHTO M 275
- Seven-wire, low relaxation strands conforming to AASHTO M 203
- Compact, seven-wire, low-relaxation strands conforming to ASTM A779l
- Epoxy coated strand conforming to ASTM A882
- Epoxy coated reinforcing steel bars conforming to ASTM A775

b) Centralizers shall be provided at maximum intervals of 10 feet with the deepest centralizer located 1 foot from the end of the anchor and the upper centralizer for the bond zone located no more than 5 feet from the top of the tendon bond length. Spacers shall be used to separate the steel strands of strand tendons. Spacers shall be provided at maximum intervals of 10 feet and may be combined with centralizers.

- Prestressing Steel Couplers

Prestressing steel bar couplers shall be capable of developing 100 percent of the minimum specified ultimate tensile strength of the prestressing steel bar. Steel strands used for a soil or rock anchor shall be continuous with no splices, unless approved by the Engineer.

- Centralizers

a) Centralizers shall be fabricated from plastic, steel, or material, which is non-detrimental to the prestressing steel. Wood shall not be used. The centralizer shall be able to support the tendon in the drill hole and position the tendon so a minimum of 2 inches of grout cover is provided and shall permit grout to freely flow around the tendon and up the drill hole.

b) Centralizers are not required on pressure injected anchors installed in coarse grained soils when the grouting pressure exceeds 145 psi or on hollow stem-augured anchors when they are grouted through the auger with grout having a

slump of 9 inches or less.

- Spacers

  Spacers shall be used to separate elements of a multi-element tendon and shall permit grout to freely flow around the tendon and up the drill hole. Spacers shall be fabricated from plastic, steel, or material, which is non-detrimental to the prestressing steel. Wood shall not be used. A combination centralizer- spacer may be used.

- Tendon Bond Length Encapsulations

  When the contract plans require the tendon bond length to be encapsulated to provide additional corrosion protection, the encapsulation shall be fabricated from one of the following:

  a) High density corrugated polyethylene tubing conforming to the requirements of AASHTO M 252 and having a minimum wall thickness of 0.06 inch except pre-grouted tendons, which may have a minimum wall thickness of 0.04 inch.

  b) Deformed steel tubing or pipes conforming to ASTM A52 or A500 with a minimum wall thickness of 0.2 inch.

  c) Corrugated, polyvinyl chloride tubes manufactured from rigid PVC compounds conforming to ASTM D1784, Class 13464- B.

  d) Fusion-bonded epoxy conforming to the requirements of AASHTO M 284.

- Heat Shrinkable Sleeves

  Heat shrinkable sleeves shall be fabricated from a radiation cross-linked polyolefin tube internally coated with an adhesive sealant. Prior to shrinking, the tube shall have a nominal wall thickness of 0.025 inch. The adhesive sealant inside the heat shrinkable tube shall have a nominal thickness of 0.02 inch.

- Sheath

  A sheath shall be used as part of the corrosion protection system for the unbonded length portion of the tendon. The sheath shall be fabricated from one of the following:

  a) A polyethylene tube pulled or pushed over the prestressing steel. The polyethylene shall be Type II, III or IV as defined by ASTM D1248 (or approved equal). The tubing shall have a minimum wall thickness of 0.06 inch.

  b) A hot-melt extruded polypropylene tube. The polypropylene shall be cell classification B55542-11 as defined by ASTM D4101 (or approved equal). The tubing shall have a minimum wall thickness of 0.06 inch.

  c) A hot-melt extruded polyethylene tube. The polyethylene shall be high density Type III as defined by ASTM D1248 (or approved equal). The tubing shall have a minimum wall thickness of 0.06 inch.

  d) Steel tubing conforming to ASTM A500. The tubing shall have a minimum wall thickness of 0.2 inch.

  e) Steel pipe conforming to ASTM A53. The pipe shall have a minimum wall thickness of 0.2 inch.

  f) Plastic pipe or tube of PVC conforming to ASTM D1784 Class 13464-B. The pipe or tube shall be Schedule 40 at a minimum.

  g) A corrugated tube conforming to the requirement of the tendon bond length

encapsulation Subsection 4.g. above.

- Bondbreaker

  The bondbreaker shall be fabricated from a smooth plastic tube or pipe having the following properties: (1) resistant to chemical attack from aggressive environments, grout, or corrosion inhibiting compound; (2) resistant to aging by ultraviolet light; (3) fabricated from material non- detrimental to the tendon; (4) capable of withstanding abrasion, impact, and bending during handling and installation; (5) enable the tendon to elongate during testing and stressing; and (6) allow the tendon to remain unbonded after lockoff.

- Cement Grout

  Hydraulic cement conforming to **901** of Standard Specifications and AASHTO M 85 shall be used for grout. The grout shall be a pumpable neat mixture of cement and water and shall be stable (bleed less than 2 percent), fluid, and provide a minimum 28-day compressive strength of at least 3,000 psi measured in accordance with ASTM C109 at the time of stressing.

- Admixtures (Approved on the QPL)

  Admixtures which control bleed, improve flowability, reduce water content, and retard set may be used in the grout subject to the approval of the Engineer. Admixtures, if used, shall be compatible with the prestressing steels and mixed in accordance with the manufacturer's recommendation. Expansive admixtures may only be added to the grout used for filling sealed encapsulations, trumpets, and anchorage covers. Accelerators shall not be permitted.

- Water

  Water for mixing grout shall be potable, clean, and free of injurious quantities of substances known to be harmful to hydraulic cement or prestressing steel.

- Corrosion Inhibiting Compound

  The corrosion inhibiting compound placed in either the free length or the trumpet areas shall be an organic compound (i.e., grease or wax) with appropriate polar moisture displacing, corrosion inhibiting additives and self-healing properties. The compound shall permanently stay viscous and be chemically stable and nonreactive with the prestressing steel, the sheathing material, and anchor grout.

- Grout Tubes

  Grout tubes shall have an adequate inside diameter to enable the grout to be pumped to the bottom of the drill hole. Grout tubes shall be strong enough to withstand a minimum grouting pressure of 145 psi. Post-grout tubes shall be strong enough to withstand post-grouting pressures.

5. Construction

a. Tendon Storage and Handling

- Tendons shall be handled and stored in such a manner as to avoid damage or corrosion. Damage to the prestressing steel, the corrosion protection, and/or the epoxy coating as a result of abrasions, cuts, nicks, welds, or weld splatter will be cause for rejection by the Engineer. The prestressing steel shall be protected if welding is to be performed in the vicinity.

Grounding of welding leads to the prestressing steel is forbidden. Prestressing steel shall be protected from dirt, rust, or other deleterious substances. A light coating of rust on the steel is acceptable. If heavy corrosion or pitting is noted, the Engineer shall reject the affected tendons.

- The Contractor shall use care in handling and storing the tendons at the site. Prior to inserting a tendon in the drill hole, the Contractor and the Inspector shall examine the tendon for damage to the encapsulation and the sheathing. If, in the opinion of the Inspector, the encapsulation is damaged, the Contractor shall repair the encapsulation in accordance with the tendon supplier's recommendations. If, in the opinion of the inspector, the smooth sheathing has been damaged, the Contractor shall repair it with ultra-high molecular weight polyethylene tape. The tape should be spiral wound around the tendon to completely seal the damaged area. The pitch of the spiral shall ensure a double thickness at all points.
- Banding for fabricated tendons shall be padded to avoid damage to the tendon corrosion protection. Upon delivery, the fabricated anchors, or the prestressing steel for fabrication of the tendons on site and all hardware shall be stored and handled in such a manner to avoid mechanical damage, corrosion, and contamination with dirt or deleterious substances.
- Lifting of the pre-grouted tendons shall not cause excessive bending, which can debond the prestressing steel from the surrounding grout.
- Prestressing steel shall not be exposed to excessive heat (i.e., more than 446° F).

b. Anchor Fabrication

- Anchors shall be either shop or field fabricated from material conforming to Part B, Anchored Wall, Part 4 Materials and as shown in the approved working drawings and schedules.
- Prestressing steel shall be cut with an abrasive saw or, with the written approval of the prestressing steel supplier, an oxyacetylene torch.
- All of the tendon bond length, especially for strand, must be free of dirt, manufacturer's lubricants, corrosion-inhibitive coatings, or other deleterious substances that may significantly affect the grout- to-tendon bond or the service life of the tendon.
- Pre-grouting of encapsulated tendons shall be done on an inclined, rigid frame or bed by injecting the grout from the low end of the tendon.

c. Drilling

- Drilling methods shall be left to the discretion of the Contractor, whenever possible. The Contractor shall be responsible for using a drilling method to establish a stable hole of adequate dimensions, within the tolerances specified. Drilling methods may involve, amongst others, rotary, percussion, rotary/percussive or auger drilling, or percussive or vibratory driven casing.
- Holes for anchors shall be drilled at the locations and to the length, inclination and diameter shown on the approved working drawings. The drill bit or casing crown shall not be more than 0.12 inch smaller than the specified hole diameter. At the ground surface the drill hole shall be located within 1 foot of

the location shown on the approved working drawings. The drill hole shall be located so the longitudinal axis of the drill hole and the longitudinal axis of the tendon are parallel. In particular, the ground anchor hole shall not be drilled in a location that requires the tendon to be bent in order to enable the bearing plate to be connected to the supported structure. At the point of entry, the ground anchor shall be installed within plus/minus 3 degrees of the inclination from horizontal shown on the approved working drawings. At the point of entry, the horizontal angle made by the ground anchor and the structure shall be within plus/minus 3 degrees of a line drawn perpendicular to the plane of the structure unless otherwise shown on the approved working drawings. The ground anchors shall not extend beyond the right of- way or easement limits shown on the contract drawings.

d. Tendon Insertion

- Tendons shall be placed in accordance with the approved working drawings and details and the recommendations of the tendon manufacturer or specialist anchor Contractor. The tendon shall be inserted into the drill hole to the desired depth without difficulty.
- Each anchor tendon shall be inspected by Department field personnel during installation into the drill hole or casing. Damage to the corrosion protection system shall be repaired, or the tendon replaced if not repairable. Loose spacers or centralizers shall be reconnected to prevent shifting during insertion. Damaged fusion bonded epoxy coatings shall be repaired in accordance with the manufacturer's recommendations. If the patch is not allowed to cure prior to inserting the tendon in the drill hole, the patched area shall be protected by tape or other suitable means.

e. The rate of placement of the tendon into the hole shall be controlled such that the sheathing, coating, and grout tubes are not damaged during installation of the tendon. Anchor tendons shall not be subjected to sharp bends. The bottom end of the tendon may be fitted with a cap or bullnose to aid its insertion into the hole, casing, or sheathing.

f. Grouting

- The Contractor shall use a neat cement grout or a sand- cement grout. The cement shall not contain lumps or other indications of hydration. Admixtures, if used, shall be mixed in accordance with the manufacturer's recommendation.
- The grouting equipment shall produce a grout free of lumps and undispersed cement. A positive displacement grout pump shall be used. The pump shall be equipped with a pressure gauge to monitor pressures. The pressure gauge shall be capable of measuring pressures of at least 145 psi or twice the actual grout pressure used by the Contractor, whichever is greater. The grouting equipment shall be sized to enable the grout to be pumped in one continuous operation. The mixer should be capable of continuously agitating the grout.
- The grout shall be injected from the lowest point of the drill hole. The grout may be pumped through grout tubes, casings, hollowstem-augers, or drill rods. The grout can be placed before or after insertion of the tendon. The quantity of the grout and the grout pressures shall be recorded. The grout pressures and grout take shall be controlled to prevent excessive heave or

- After the tendon is installed, the drill hole may be filled in one continuous grouting operation except that pressure grouting shall not be used in the free length zone. The grout at the top of the drill hole shall not contact the back of the structure or the bottom of the trumpet.
- If the ground anchor is installed in a fine-grained soil using drill holes larger than 6 inches in diameter, then the grout above the top of the bond length shall be placed after the ground anchor has been tested and stressed. The Engineer will allow the Contractor to grout the entire drill hole at the same time if the Contractor can demonstrate that their particular ground anchor system does not derive a significant portion of its load-carrying capacity from the soil above the bond length portion of the ground anchor.
- If grout protected tendons are used for ground anchors anchored in rock, then pressure grouting techniques shall be utilized. Pressure grouting requires that the drill hole be sealed and that the grout be injected until a minimum 50 psi grout pressure (measured at the top of the drill hole) can be maintained on the grout for at least 5 minutes.
- The grout tube may remain in the hole on completion of grouting if the tube is filled with grout.
- After grouting, the tendon shall not be loaded for a minimum of 3 days.

g. Anchorage Installation

- The anchor bearing plate and the anchor head or nut shall be installed perpendicular to the tendon, within plus/minus 3 degrees and centered on the bearing plate, without bending or kinking of the prestressing steel elements. Wedge holes and wedges shall be free of rust, grout, and dirt.
- The stressing tail shall be cleaned and protected from damage until final testing and lock-off. After the anchor has been accepted by the Engineer, the stress tail shall be cut to its final length according to the tendon manufacturer's recommendations.
- The corrosion protection surrounding the unbonded length of the tendon shall extend up beyond the bottom seal of the trumpet or 4 inches into the trumpet if no trumpet seal is provided. If the protection does not extend beyond the seal or sufficiently far enough into the trumpet, the Contractor shall extend the corrosion protection or lengthen the trumpet.
- The corrosion protection surrounding the unbonded length of the tendon shall not contact the bearing plate or the anchor head during testing and stressing. If the protection is too long, the Contractor shall trim the corrosion protection to prevent contact.

h. Corrosion Protection

- Protection Requirements

  Corrosion protection requirements shall be determined by the Department and shall be shown on the contract plans. The corrosion protection systems shall be designed and constructed to provide reliable ground anchors for temporary and permanent structures.

- Anchorage Protection

  a) All stressing anchorages permanently exposed to the atmosphere shall receive a grout-filled cover, except, for restressable anchorages where a corrosion inhibiting compound must be used. Stressing anchorages encased in concrete at least 2 inches thick do not require a cover.

  b) The trumpet shall be sealed to the bearing plate and shall overlap the unbonded length corrosion protection by at least 4 inches. The trumpet shall be long enough to accommodate movements of the structure and the tendon during testing and stressing. On strand tendons, the trumpet shall be long enough to enable the tendon to make a transition from the diameter of the tendon along the unbonded length to the diameter of the tendon at the wedge plate without damaging the encapsulation.

  c) The trumpet shall be completely filled with grout, except restressable anchorages must use corrosion inhibiting compounds. Compounds may be placed any time during construction. Compound filled trumpets shall have a permanent seal between the trumpet and the unbonded length corrosion protection. Grout must be placed after the ground anchor has been tested and stressed to the lock-off load. Trumpets filled with grout shall have either a temporary seal between the trumpet and the unbonded length corrosion protection or the trumpet shall fit tightly over the unbonded length corrosion protection for a minimum of 4 inches.

- Unbonded Length Protection

  a) Corrosion protection of the unbonded length shall be provided by a combination of sheaths, sheath filled with a corrosion inhibiting compound or grout, or a heat shrinkable tube internally coated with a mastic compound, depending on the tendon class. The corrosion inhibiting compound shall completely coat the tendon elements, fill the void between them and the sheath and fill the interstices between the wires of 7-wire strands. Provisions shall be made to retain the compound within the sheath.

  b) The corrosion protective sheath surrounding the unbonded length of the tendon shall be long enough to extend into the trumpet but shall not come into contact with the stressing anchorage during testing. Any excessive protection length shall be trimmed off.

  c) For pre-grouted encapsulations and all Class I tendons, a separate bond breaker or common sheath shall be provided for supplemental corrosion protection or to prevent the tendon from bonding to the grout surrounding the unbonded length.

- Unbonded Length/Bond Length Transition

  The transition between the corrosion protection for the bonded and unbonded lengths shall be designed and fabricated to ensure continuous protection from corrosive attack.

- Tendon Bond Length Protection for Grout Protected Tendons (Class II)

  a) Cement grout can be used to protect the tendon bond length in non-aggressive ground when the installation methods ensure that the grout will

remain fully around the tendon. The grout shall overlap the sheathing of the unbonded length by at least 1 inch.

b) Centralizers or grouting techniques shall ensure a minimum of 0.5 inch of grout cover over the tendon bond length.

- Tendon Bond Length Protection for Encapsulated Tendons (Class I)

  a) A grout-filled, corrugated plastic encapsulation or grout-filled, deformed steel tube shall be used. The prestressing steel can be grouted inside the encapsulation prior to being placed.

  b) Centralizers or grouting techniques shall ensure a minimum of 0.5 inch of grout cover over the encapsulation.

- Epoxy

  A fusion-bonded epoxy may be used to provide a layer of protection for the steel tendon in addition to the cement grout.

- Coupler Protection

  a) On encapsulated bar tendons (Class I), the coupler and any adjacent exposed bar sections shall be covered with a corrosion-proof compound or wax-impregnated cloth tape. The coupler area shall be covered by a smooth plastic tube, complying with the requirements set forth in 4.9, overlapping the adjacent sheathed tendon by at least 1 inch. The two joints shall be sealed each by a coated heat shrink sleeve of at least 6 inches in length or approved equal. The corrosion-proof compound shall completely fill the space inside the cover tube.

  b) Corrosion protection details for strand couplers, if specifically permitted, shall be submitted for approval of the Engineer.

i. Stressing, Load Testing, and Acceptance

- General

  Each ground anchor shall be tested. No load greater than 10 percent of the design load can be applied to the ground anchor prior to testing. The maximum test load shall be no less than 1.33 times the design load and shall not exceed 80 percent of the specified minimum ultimate tensile strength of the prestressing steel of the tendon. The test load shall be simultaneously applied to the entire tendon. Stressing of single-element tendons shall not be permitted.

- Stressing Equipment

  The testing equipment shall consist of:

  a) A dial or vernier scale capable of measuring to the nearest .001 inch shall be used to measure the ground anchor movement. The movement measuring device shall have a minimum travel equal to the theoretical elastic elongation of the total anchor length at the maximum test load and it shall have adequate travel so the ground anchor movement can be measured without resetting the device at an interim point.

  b) A hydraulic jack and pump shall be used to apply the test load. The jack and a calibrated primary pressure gauge shall be used to measure the

applied load. The jack and primary pressure gauge shall be calibrated by an independent firm as a unit. The calibration shall have been performed within 45 working days of the date when the calibration submittals are provided to the Engineer. Testing cannot commence until the Engineer has approved the calibration. The primary pressure gauge shall be graduated in 100 psi increments or less. The ram travel shall be at least 6 inches and preferably not be less than the theoretical elongation of the tendon at the maximum test load. If elongations greater than 6 inches are required, re-stroking can be allowed.

c) A calibrated reference pressure gauge shall also be kept at the site to periodically check the production (i.e., primary pressure) gauge. The reference gauge shall be calibrated with the test jack and primary pressure gauge. The reference pressure gauge shall be stored indoors and not subjected to rough treatment.

d) The Contractor shall provide an electrical resistance load cell and readout to be used when performing an extended creep test.

e) The stressing equipment shall be placed over the ground anchor tendon in such a manner that the jack, bearing plates, load cells and stressing anchorage are axially aligned with the tendon and the tendon is centered within the equipment.

f) The stressing equipment, the sequence of stressing and the procedure to be used for each stressing operation shall be determined at the planning stage of the project. The equipment shall be used strictly in accordance with the manufacturer's operating instructions.

g) Stressing equipment shall preferably be capable of stressing the whole tendon in one stroke to the specified test load and the equipment shall be capable of stressing the tendon to the maximum specified test load within 75 percent of the rated capacity. The pump shall be capable of applying each load increment in less than 60 seconds.

h) The equipment shall permit the tendon to be stressed in increments so that the load in the tendon can be raised or lowered in accordance with the test specifications and allow the anchor to be lift-off tested to confirm the lock off load.

i) Stressing equipment shall have been calibrated, within an accuracy of plus or minus 2 percent, a maximum of 45 days prior to use. The calibration certificate and graph shall be available on site at all times. The calibration shall be traceable to the National Institute of Standards and Technology (NIST).

- Load Test Setup

a) Dial gauges shall bear on the pulling head of the jack and their stems shall be coaxial with the tendon direction. The gauges shall be supported on an independent, fixed frame, such as a tripod, which will not move as a result of stressing or other construction activities during the operation.

b) Prior to setting the dial gauges, the Alignment Load (AL) shall be accurately placed on the tendon. The magnitude of the AL depends on the type and

length of the tendon.

c) Re-gripping of strands, which would cause overlap wedge bites, or wedge bites on the tendon below the anchor head, shall be avoided.

d) Stressing and testing of multiple element tendons with single element jacks is not permitted.

e) Stressing shall not begin until the grout has reached adequate strength.

- Performance Tests

Five percent of the ground anchors or a minimum of 3 ground anchors, whichever is greater, shall be performance tested in accordance with the procedures described in this section. The Engineer shall select the ground anchors to be performance tested. The remaining ground anchors shall be tested in accordance with the proof test procedures.

The performance test shall be made by incrementally loading and unloading the ground anchor in accordance with the schedule provided below. The load shall be raised from one increment to another immediately after recording the ground anchor movement. The ground anchor movement shall be measured and recorded to the nearest (0.001) of an inch with respect to an independent fixed reference point at the alignment load and at each increment of load. The load shall be monitored with the primary pressure gauge. The reference pressure gauge shall be placed in series with the primary pressure gauge during each performance test. If the load determined by the reference pressure gauge and the load determined by the primary pressure gauge differ by more than 10 percent, the jack, primary pressure gauge and reference pressure gauge shall be recalibrated at no expense to the Department. At load increments other than the maximum test load, the load shall be held just long enough to obtain the movement reading.

- The maximum test load in a performance test shall be held for 10 minutes. A load cell shall be used to monitor small changes in load during constant load-hold periods.
- The jack shall be adjusted as necessary in order to maintain a constant load. The load-hold period shall start as soon as the maximum test load is applied and the ground anchor movement, with respect to a fixed reference, shall be measured and recorded at 1, 2, 3, 4, 5, 6, and 10 minutes. If the ground anchor movement between 1 minute and ten 10 minutes exceeds 0.04 inch, the maximum test load shall be held for an additional 50 minutes. If the load hold is extended, the ground anchor movement shall be recorded at 15, 20, 30, 40, 50 and 60 minutes.

Steps for the Performance Test – The steps for the performance test are detailed in the table on the following page:

Performance Test Steps

Step	Loading	Applied Load	Record and Plot Total Movement (d_{ti})	Record and Plot Residual Movement (d_{ri})	Calculate Elastic Movement (d_{ei})
1	Apply alignment load (AL)				
2	Cycle 1	0.25DL	d_{t1}		$d_{t1} - d_{r1} = d_{e1}$
		AL		d_{r1}	
3	Cycle 2	0.25DL	d_2		$d_{t2} - d_{r2} = d_{e2}$
		0.50DL	d_{t2}		
		AL		d_{r2}	
4	Cycle 3	0.25DL	d_3		$d_{t3} - d_{r3} = d_{e3}$
		0.50DL	d_3		
		0.75DL	d_{t3}		
		AL		d_{r3}	
5	Cycle 4	0.25DL	d_4		$d_{t4} - d_{r4} = d_{e4}$
		0.50DL	d_4		
		0.75DL	d_4		
		1.00DL	d_{t4}		
		AL		d_{r4}	
6	Cycle 5	0.25DL	d_5		$d_{t5} - d_{r5} = d_{e5}$
		0.50DL	d_5		
		0.75DL	d_5		
		1.00DL	d_5		
		1.2DL	d_{t5}		
		AL		d_{r5}	
7	Cycle 6	0.25DL	d_6		
		0.50DL	d_6		
		0.75DL	d_6		
		1.00DL	d_6		
		1.2DL	d_6		
		1.33DL	d_{t6}, **zero reading for creep test**		
8	Hold load for 10 minutes while recording movement at specified times. If the total movement measured during the load hold exceeds the specified maximum value, then the load hold should be extended to a total of 60 minutes.				
9	Cycle 6 cont'd	AL		d_{r6}	Cycle 6: $d_{tn} - d_{r6} = d_{e6}$

Notes: AL = Alignment Load, DL = Design Load, d_i = total movement at a load other than maximum for cycle, i = number identifying a specific load cycle.

- Proof Tests

  The proof test shall be performed by incrementally loading the ground anchor in accordance with the following schedule. The load shall be raised from one increment to another immediately after recording the ground anchor movement. The ground anchor movement shall be measured and recorded to the nearest 0.001 inch with respect to an independent fixed reference point at the alignment load and at each increment load. The load shall be monitored with the primary pressure gauge. At load increment other than the maximum test load, the load shall be held just long enough to obtain the movement reading.

Proof Test Schedule

Step	Load
1	AL
2	0.25DL
3	0.50DL
4	0.75DL
5	1.00DL
6	1.20DL
7	1.33DL
8	Reduce to lock-off load
9	AL (optional)
10	Adjust to lock-off load

  - The maximum test load in a proof test shall be held for 10 minutes. The jack shall be adjusted as necessary in order to maintain a constant load. The load-hold period shall start as soon as the maximum test load is applied and the ground anchor movement with respect to a fixed reference shall be measured and recorded at 1, 2, 3, 4, 5, 6, and 10 minutes. If the ground anchor movement between 1 minute and 10 minutes exceeds 0.04 inch, the maximum test load shall be held for an additional 50 minutes. If the load hold is extended, the ground anchor movements shall be recorded at 15, 20, 30, 40, 50, and 60 minutes.

- Extended Creep Tests

  a) The Department shall determine if extended creep testing is required and select those ground anchors that are to be creep tested. If creep tests are required, at least 2 ground anchors shall be tested. The stressing equipment shall be capable of measuring and maintaining the hydraulic pressure within 50 psi.

  b) The extended creep test shall be made by incrementally loading and unloading the ground anchor in accordance with the performance test schedule. At the end of each loading cycle, the load shall be held constant for the observation period indicated in the creep test schedule below. The times for reading and recording the ground anchor movement during each observation period shall be 1, 2, 3, 4, 5, 6, 10, 15, 20, 25, 30, 45, 60, 75, 90, 100, 120, 150, 180, 210, 240, 270 and 300 minutes as appropriate for the load increment. Each load-hold period shall start as soon as the test load is applied. In a creep test, the primary pressure gauge and reference pressure

gauge will be used to measure the applied load and the load cell will be used to monitor small changes in load during constant load-hold periods. The jack shall be adjusted as necessary in order to maintain a constant load.

c) The Contractor shall plot the ground anchor movement and the residual movement measured in an extended creep test. The Contractor shall also plot the creep movement for each load hold as a function of the logarithm of time.

Extended Creep Test Schedule

Load	Observation period (min)
AL	
0.25DL	10
0.50DL	30
0.75DL	30
1.00DL	45
1.20DL	60
1.33DL	300

- Ground Anchor Acceptance Criteria

  A performance-tested or proof-tested ground anchor with a 10-minute load hold shall be acceptable if the: (1) ground anchor resists the maximum test load with less than 0.04 inch of movement between 1 minute and 10 minutes; and (2) total elastic movement at the maximum test load exceeds 80 percent of the theoretical elastic elongation of the unbonded length.

  a) A performance-tested or proof-tested ground anchor with a 60-minute load hold shall be acceptable if the: (1) ground anchor resists the maximum test load with a creep rate that does not exceed 0.08 inch in the last log cycle of time; and (2) total elastic movement at the maximum test load exceeds 80 percent of the theoretical elastic elongation of the unbonded length.

  b) A ground anchor subjected to extended creep testing is acceptable if the: (1) ground anchor resists the maximum test load with a creep rate that does not exceed 0.08 inch in the last log cycle of time; and (2) total elastic movement at the maximum test load exceeds 80 percent of the theoretical elastic elongation of the unbonded length.

  c) The initial lift-off reading shall be within plus or minus 5 percent of the designated lock-off load. If this criterion is not met, then the tendon load shall be adjusted accordingly and the initial lift-off reading repeated.

- Procedures for Anchors Failing Acceptance Criteria

  a) Anchors that do not satisfy the minimum apparent free length criteria shall be either rejected and replaced at no additional cost to the Department or locked off at no more than 50 percent of the maximum acceptable load attained. In this event, no further acceptance criteria are applied.

  b) Regroutable anchors which satisfy the minimum apparent free length criteria, but which fail the extended creep test at the test load may be post

grouted and subjected to an enhanced creep criterion. This enhance criterion requires a creep movement of not more than 0.04 inch between 1 and 60 minutes at test load. Anchors which satisfy the enhanced creep criterion shall be locked off at the design lock-off load. Anchors which cannot be post grouted or regroutable anchors that do not satisfy the enhanced creep criterion shall be either rejected or locked off at 50 percent of the maximum acceptable test load attained. In this event, no further acceptance criteria are applied. The maximum acceptable test load with respect to creep shall correspond to that where acceptable creep movements are measured over the final log cycle of time.

c) In the event that the anchor fails, the Contractor shall modify the design and/or construction procedures. These modifications may include, but are not limited to, installing additional anchors, modifying the installation methods, reducing the anchor design load by increasing the number of anchors, increasing the anchor length, or changing the anchor type. Any modification of design or construction procedures shall be at no change in the contract price. A description of any proposed modifications must be submitted to the Engineer in writing. Proposed modifications shall not be implemented until the Contractor receives written approval from the Engineer.

- Anchor Lock-Off

a) After testing has been completed, the load in the tendon shall be such that after seating losses (i.e., wedge seating); the specified lock-off load has been applied to the anchor tendon.

b) The magnitude of the lock-off load shall be specified in the approved working drawings, or as determined by the designer.

c) The wedges shall be seated at a minimum load of 50 percent Fpu. If the lock-off load is less than 50 percent Fpu, shims shall be used under the wedge plate and the wedges seated at 50 percent Fpu. The shims shall then be removed to reduce the load in the tendon to the desired lock-off load. Bar tendons may be locked off at any load less than 70 percent F_{pu}.

- Anchor Lift-Off Test

After transferring the load to the anchorage, and prior to removing the jack, a lift-off test shall be conducted to confirm the magnitude of the load in the anchor tendon. This load is determined by reapplying load to the tendon to lift off the wedge plate (or anchor nut) without unseating the wedges (or turning the anchor nut). This moment represents zero time for any long-time monitoring.

PROPOSAL

TO THE KNOX COUNTY PROCUREMENT DIVISION, 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* (April 1, 2026) 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 KNOX COUNTY PROCUREMENT DIVISION 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 KNOX COUNTY PROCUREMENT DIVISION, 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.

BID SCHEDULE - GIBBS PEDSTRIAN BRIDGE					
BID FORM					
ITEM NO.	DESCRIPTION	UNIT	QUANTITIES	UNIT PRICE	TOTAL PRICE
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	$31,348.00	$31,348.00
201-01	CLEARING AND GRUBBING	LS	1	$7,500.00	$7,500.00
202-03	REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC	S.Y.	236	$18.00	$4,248.00
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	1635	$27.00	$44,145.00
203-04	PLACING AND SPREADING TOPSOIL	C.Y.	45	$66.00	$2,970.00
203-06	WATER	M.G.	4	$100.00	$400.00
203-07	FURNISHING AND SPREADING TOPSOIL	C.Y.	333	$29.00	$9,657.00
209-05	SEDIMENT REMOVAL	C.Y.	71	$25.00	$1,775.00
209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	656	$4.00	$2624.00
209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	4	$220.00	$880.00
209-40.33	CATCH BASIN PROTECTION (TYPE D)	EACH	3	$400.00	$1,200.00
303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	165	$60.00	$9,900.00
604-07.01	RETAINING WALL NO. 1	S.F.	990	$249.00	$246,510.00
604-07.02	RETAINING WALL NO. 2	S.F.	171	$368.00	$62,928.00
607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	24	$282.00	$6,768.00
611-07.54	18IN ENDWALL (CROSS DRAIN) 3:1	EACH	1	$2,122.00	$2,122.00
611-60.10	CATCH BASIN, 60IN ROUND, > 4FT - 8FT DEPTH	EACH	1	$3,315.00	$3,315.00
701-01.01	CONCRETE SIDEWALK (4")	S.F.	9015	$15.00	$135,225.00
701-02.03	CONCRETE CURB RAMP	S.F.	60	$86.00	$5,160.00
707-08.11	HIGH-VISIBILITY CONSTRUCTION FENCE	L.F.	1724	$7.00	$12,068.00
707-16.01	BIKE/PEDESTRIAN BOX TUBE SAFETY RAIL	L.F.	370	$165.00	$61,050.00
709-05.05	MACHINED RIP-RAP (CLASS A-3)	TON	200	$60.00	$12,000.00
712-01	TRAFFIC CONTROL	LS	1	$2,750.00	$2,750.00
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	200	$42.00	$8,400.00
712-06	SIGNS (CONSTRUCTION)	S.F.	200	$9.00	$1,800.00
712-09.02	REMOVABLE PAVEMENT MARKING (8" BARRIER LINE)	L.F.	3520	$3.00	$10,560.00

BID FORM

ITEM NO.	DESCRIPTION	UNIT	QUANTITIES	UNIT PRICE	TOTAL PRICE
712-09.08	REMOVABLE PAVEMENT MARKING (6" LINE)	L.F.	5500	$2.00	$11,000.00
712-09.30	REMOVABLE BLACK-OUT TAPE (6")	L.F.	8000	$2.30	$18,400.00
713-16.01	CHANGEABLE MESSAGE SIGN UNIT	EACH	2	$7,480.00	$14,960.00
717-01	MOBILIZATION	LS	1	$193,978.00	$193,978.00
740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	S.Y.	343	$15.00	$5,145.00
740-11.03	TEMPORARY SEDIMENT TUBE 18IN	L.F.	913	$8.00	$7,304.00
801-01	SEEDING (WITH MULCH)	UNIT	36	$73.00	$2,628.00
801-01.07	TEMPORARY SEEDING (WITH MULCH)	UNIT	18	$66.00	$1,188.00
801-03	WATER (SEEDING AND SODDING)	M.G.	40	$100.00	$4,000.00
803-01	SODDING (NEW SOD)	S.Y.	3400	$10.00	$34,000.00
805-01.01	TURF REINFORCEMENT MAT (CLASS I)	S.Y.	73	$10.00	$730.00
920-11.04	MEMORIAL PLAQUE	EACH	2	$1,200.00	$2,400.00
	BRIDGE ITEMS				
204-02.01	DRY EXCAVATION (BRIDGES)	C.Y.	45	$41.00	$1,845.00
303-01.02	GRANULAR BACKFILL (BRIDGES)	TON	25	$74.00	$1,850.00
602-03.02	PEDESTRIAN BRIDGE	LS	1	$725,702.00	$725,702.00
604-02.03	EPOXY COATED REINFORCING STEEL	LB.	3813	$3.08	$11,744.04
604-03.01	CLASS A CONCRETE (BRIDGES)	C.Y.	192	$1,725.00	$331,200.00
604-03.02	STEEL BAR REINFORCEMENT (BRIDGES)	LB.	19314	$2.81	$54,272.34
604-04.01	APPLIED TEXTURE FINISH (NEW STRUCTURES)	S.Y.	355	$20.00	$7,100.00
606-04.03	STEEL PILES (14 INCH)	L.F.	852	$162.00	$138,024.00
606-04.06	PILE TIPS (STEEL PILES, 14 INCH)	EACH	26	$365.00	$9,490.00
707-01.50	CHAIN-LINK FENCE	L.F.	180	$368.00	$66,240.00
707-16.01	BIKE/PEDESTRIAN BOX TUBE SAFETY RAIL	L.F.	510	$198.00	$100,980.00
709-05.06	MACHINED RIP-RAP (CLASS A-1)	TON	16	$78.00	$1,248.00
710-09.01	6" PERFORATED PIPE WITH VERTICAL DRAIN SYSTEM	L.F.	41	$45.00	$1,845.00
710-09.02	6" PIPE UNDERDRAIN	L.F.	14	$47.00	$658.00

BID FORM

ITEM NO.	DESCRIPTION	UNIT	QUANTITIES	UNIT PRICE	TOTAL PRICE
920-10.05	BRIDGE CANOPY & GUTTERS	LS	1	$41,185.00	$41,185.00

BID FORM

ITEM NO.	DESCRIPTION	UNIT	QUANTITIES	UNIT PRICE	TOTAL PRICE
	LIGHTING ITEMS				
714-04.01	CONDUIT (STRUCTURES-1" RGS)	L.F.	510	$19.00	$9,690.00
714-04.03	CONDUIT (1" SCH 40 PVC)	L.F.	280	$18.00	$5,040.00
714-05.04	PULL BOXES (TYPE C)	EACH	2	$2,090.00	$4,180.00
714-05.05	PULL BOXES (6"X6"X4" JUNCTION BOX)	EACH	2	$1,029.00	$2,058.00
714-06.03	CABLE (1/C #10 AWG)	L.F.	790	$8.00	$6,320.00
714-06.08	CABLE (#12 GND WIRE GREN INSL)	L.F.	395	$4.00	$1,580.00
714-08.05	LIGHT STANDARDS (ALUMINUM)	EACH	1	$2,195.00	$2,195.00
714-08.20	FOUNDATION (ONLY) FOR LIGHT STANDARD	EACH	1	$4,066.00	$4,066.00
714-09.09	LUMINAIRES (19W LED)	EACH	12	$792.00	$9,504.00
714-09.10	LUMINAIRES (86W LED)	EACH	1	$2,437.00	$2,437.00
714-12	CONTROL CENTER	LS	1	$6,831.00	$6,831.00
714-25.01	ELECTRICAL CONNECTION(TO PROVIDER)	LS	1	$13,970.00	$13,970.00
	UTILITY ITEMS				
791-02.06	8IN MDPE GAS MAIN	LF	500	$101.00	$50,500.00
791-06.05	CONNECT TO 8IN EX. PE MAIN	EACH	2	$7,150.00	$14,300.00
791-07.04	8IN MDPE GAS VALVE ASSEMBLY	EACH	2	$5,500.00	$11,000.00
791-99.01	CLEAN STONE BACKFILL	LF	50	$50.00	$2500.00
795-01.03	6IN DIP RESTRAINED JOINT WATER LINE	LF	50	$132.00	$6,600.00
795-01.05	8IN DIP RESTRAINED JOINT WATER LINE	LF	50	$156.00	$7,800.00
795-01.07	10IN DIP RESTRAINED JOINT WATER LINE	LF	410	$185.00	$75,850.00
795-06.04	CONNECT TO 6IN WATER LINE	EACH	3	$5,500.00	$16,500.00
795-06.05	CONNECT TO 8IN WATER LINE	EACH	1	$7,150.00	$7,150.00
795-06.06	CONNECT TO 10IN WATER LINE	EACH	2	$10,120.00	$20,240.00
795-08.04	6IN GATE VALVE ASSEMBLY	EACH	1	$3,080.00	$3,080.00
795-08.05	8IN GATE VALVE ASSEMBLY	EACH	1	$3,740.00	$3,740.00

BID FORM

ITEM NO.	DESCRIPTION	UNIT	QUANTITIES	UNIT PRICE	TOTAL PRICE
795-08.06	10IN GATE VALVE ASSEMBLY	EACH	2	$6,160.00	$12,320.00
795-10.03	1IN AUTO AIR RELEASE VALVE ASSEMBLY	EACH	1	$7,150.00	$7,150.00
795-11.02	FIRE HYDRANT ASSEMBLY	EACH	1	$9,350.00	$9,350.00
795-12.01	REMOVE FIRE HYDRANT	EACH	1	$2,750.00	$2,750.00
795-12.02	REMOVAL OF EXISTING LINE	LS	1	$11,000.00	$11,000.00
795-13.01	DI FITTINGS	LBS	1000	$16.00	$16,000.00
920-10.01	PRE-CONSTRUCTION SITE VIDEO	LS	1	$5,500.00	$5,500.00
920-10.03	2IN BYPASS ON 8IN MAIN - PER OWNER DRAWING NO. MLB-8	EACH	2	$7,150.00	$14,300.00
920-10.04	PIPELINE MARKER INSTALLATION (MARKER FURNISHED BY OWNER)	EACH	4	$550.00	$2,200.00

GRAND TOTAL BID= $2,844,120.38

GRAND TOTAL AMOUNT IN WORDS Two Million Eight Hundred Forty Four Thousand One Hundred Twenty Dollars and Thirty Eight Cents

ACKNOWLEDGE EACH RECEIPT OF ADDENDUM BY INITIALING

ADDENUM 1 - July 15, 2026

ADDENUM 2 - NA

ADDENUM 3 - NA

THIS PROPOSAL SUBMITTED BY:

Whaley Construction LLC.
Bidder (1)

By: Colton Madison

Colton Madison, Vice President
Printed Name and Title

3909 Snyder Rd
Address

Kodak TN 37764
City/State/Zip

Bidder (1) being a LLC. (Type of business entity) composed of officers, partners, or owners as follows:

Matthew T. Whaley, President Name/Title	Alex Vandergriff, Vice President Name/Title
Colton Madison, Vice President Name/Title	Greg Dyer, Vice President Name/Title
Zac Whaley, Vice president Name/Title	NA Name/Title

NA
Bidder (2)*

By: NA

NA
Printed Name and Title

NA
Address

NA
City/State/Zip

Bidder (2) being a NA (Type of business entity) composed of officers, partners, or owners as follows:

NA Name/Title	NA Name/Title
NA Name/Title	NA Name/Title
NA Name/Title	NA Name/Title

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.

Whaley Construction LLC.
Bidder (1)

By: Colton Madison

Colton Madison, Vice President
Printed Name and Title

Sworn to and subscribed before me

this 27 day of July

Notary Public

My commission expires 5-19-29

(Seal)

ANGELA M. DAVIS
STATE OF TENNESSEE
NOTARY PUBLIC
KNOX COUNTY

NA
Bidder (2)

By: NA

NA
Printed Name and Title

Sworn to and subscribed before me

this NA day of NA, NA

NA
Notary Public

My commission expires NA

(Seal)

*NOTE: The signature and information for Bidder (2) is to be provided when there is a joint venture.

KNOX COUNTY PROCUREMENT DIVISION, TENNESSEE

PROPOSAL BOND

CONTRACT NO. 45929.00

Principal: Whaley Construction LLC

Print Name of Principal

Surety: Great American Insurance Company

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 KNOX COUNTY PROCUREMENT DIVISION 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 KNOX COUNTY PROCUREMENT DIVISION 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 KNOX COUNTY PROCUREMENT DIVISION, not as a penalty, but as agreed upon liquidated damages.

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.

Whaley Construction LLC	Great American Insurance Company
Principal (1)	Surety (1)
By: Colton Madison	By: Kimberly Stewart
	General Agent or Attorney-in-Fact
Colton Madison, Vice President	7/27/26
Print Name and Title	Date
7/27/2026	
Date	(Seal)
N/A	N/A
Principal (2)	Surety (2)
By: N/A	By: N/A
	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.**

KNOX COUNTY PROCUREMENT DIVISION, TENNESSEE

PROPOSAL GUARANTEE

CONTRACT NO. 45929.00

Bidder: _____

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 KNOX COUNTY PROCUREMENT DIVISION, 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 KNOX COUNTY PROCUREMENT DIVISION 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 KNOX COUNTY PROCUREMENT DIVISION 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)*
By:	By:
Print Name and Title	Print Name and Title
Date	Date

***NOTE: The signature and information for Bidder(2) is to be provided when there is a joint venture.**

KNOX COUNTY PROCUREMENT DIVISION, TENNESSEE

CONTRACT NO. 45929.00

This agreement is made and executed in three (3) originals, between the KNOX COUNTY PROCUREMENT DIVISION, and _____ hereinafter referred to as the "Contractor."

WITNESSETH

The KNOX COUNTY PROCUREMENT DIVISION 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 KNOX COUNTY PROCUREMENT DIVISION.

4. The KNOX COUNTY PROCUREMENT DIVISION 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 KNOX COUNTY PROCUREMENT DIVISION 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 KNOX COUNTY PROCUREMENT DIVISION 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 KNOX COUNTY PROCUREMENT DIVISION, 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 KNOX COUNTY PROCUREMENT DIVISION as an additional insured.

7. The Contractor shall indemnify and hold harmless the KNOX COUNTY PROCUREMENT DIVISION 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 KNOX COUNTY PROCUREMENT DIVISION may retain from the monies due to the Contractor under this Contract a sum deemed sufficient by the KNOX COUNTY PROCUREMENT DIVISION to protect the KNOX COUNTY PROCUREMENT DIVISION 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.

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, 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.

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

KNOX COUNTY PROCUREMENT DIVISION, TENNESSEE

This Contract is accepted this _____ day of _____,

and is effective on the _____ day of _____,

_____
[CITY/COUNTY Official]

Approved:

_____
KNOX COUNTY PROCUREMENT DIVISION 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. 45929.00

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 KNOX COUNTY PROCUREMENT DIVISION, and other potential claimants, for all obligations incurred by the Principal under its contract with KNOX COUNTY PROCUREMENT DIVISION, 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 KNOX COUNTY PROCUREMENT DIVISION 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 KNOX COUNTY PROCUREMENT DIVISION 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 KNOX COUNTY PROCUREMENT DIVISION 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 KNOX COUNTY PROCUREMENT DIVISION 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 KNOX COUNTY PROCUREMENT DIVISION 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 KNOX COUNTY PROCUREMENT DIVISION 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

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, Colton Madison, president or other principal

Officer of Whaley Construction 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.

Colton Madison
President or Principal Officer

For: Whaley Construction LLC.
Name of Company

STATE OF TENNESSEE }
COUNTY OF Knox }

Subscribed and sworn before me by Colton Madison,

President or principal officer of Whaley Construction LLC.,

On this 27 day of February 2026.

ANGELA M. ODELL
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

Notary Public

My Commission expires: 5-19-26

KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER XXXX

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: Athens Insurance AUTHORIZING SIGNATURE: Allen F Carter

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: Whaley Construction, LLC. AUTHORIZING SIGNATURE: Colton Madison

AFFIDAVIT OF COMPLIANCE

IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL

Comes Colton Madison, for and on behalf of
(*Printed name of Principal Officer of Company)*

Whaley Construction 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.

Colton Madison
Signature

Title: Vice President

Sworn to and subscribed before me, a Notary Public, this 27 day of July, 2026.

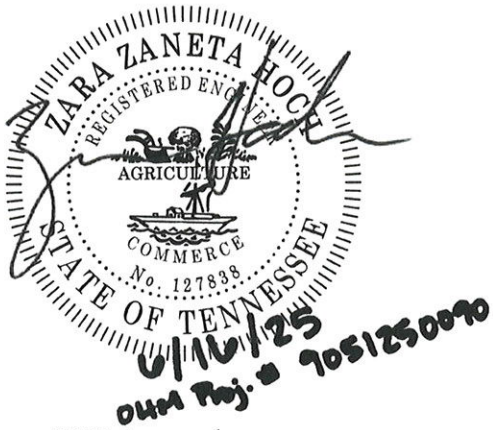
ANGELA M. DAVIS
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

Notary Public
My Commission Expires:
5-19-2029

Project Manual

GAS MAIN RELOCATION
Knox County Roadway Improvements
For Gibbs School System
KNOXVILLE UTILITIES BOARD
Knoxville, Tennessee

Prepared by:
KNOXVILLE UTILITIES BOARD
4505 MIDDLEBROOK PIKE
KNOXVILLE, TN 37921





KUB Approval:
By: Alex Hibbs
4505 Middlebrook Pike
Knoxville, TN 37921
Phone: 865-558-2312

Engineer:
Zara Hoch, P.E
OHM Advisors
900 S Gay Street, Suite 2008
Knoxville, TN 37902
Phone: 865-564-7685

June 2025

Electricity Water Waste Water Gas

SECTION 01 22 00
UNIT PRICES

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes: General and specific measurement and payment procedures for all items listed within the Bid Form.

B. Related Requirements:

1. Document 00 41 13, Bid Form
2. Document 00 43 22, Unit Prices Form
3. Document 00 72 13, General Conditions of the Construction Contract
4. Document 00 73 13, Supplementary Conditions of the Construction Contract
5. Section 01 26 00, Contract Modification Procedures
6. Section 01 45 00, Quality Control

1.02 PRICE AND PAYMENT PROCEDURES

A. The unit price work shall include Contractor-provided labor, materials, equipment, overhead, profit, insurance, incidentals, applicable taxes, permits, etc. to cover the finished Work.

B. Quantities:

1. Contractor shall be paid only for quantities installed and approved by Resident Project Representative (RPR) for those items specifically itemized in Document 00 43 22, Unit Prices Form
2. Even though an item of the Work is included in the Contract Documents, payment for it shall not be separately made if it is not included within this Section and in Document 00 43 22.

C. Measurement and Payment: Unit prices shall be established and measured per the Schedule of Unit Prices in Part 3 of this Section, which contains requirements for materials described under each unit price. For certain indicated items, methods of measurement and payment shall be included within the Specification Section for that item.

1.03 REFERENCES

A. Abbreviations and Acronyms:

1. AC – Acre
2. CY – Cubic Yard
3. EA – Each
4. LF – Linear Foot
5. LS – Lump Sum
6. SF – Square Foot

7. SY – Square Yard
8. TN – Standard Ton
9. VF – Vertical Feet
10. WK – Week

B. Definitions:

1. Acre: Field measured and calculated by Owner. Measurement shall be horizontal distances measured to the nearest foot, calculated in square feet, converted to acres where 43,560 square feet equal one acre, and rounded to the nearest acre by Owner.
2. Cubic Yard: Field measured and calculated by Owner. In-place yards prior to excavation or after placement and compaction. Measured to the nearest 0.5 foot, calculated in cubic feet, converted to cubic yards, and rounded to the nearest cubic yard.
3. Each: Field counted by the Owner as installed and accepted.
4. Linear Foot: Field measured horizontally by the Owner. Measured centerline to centerline of manhole, handhole, fitting, or along sag of overhead conductor. Manhole/handhole diameter and fitting length shall be included in the linear measurement.
   a. Depth for Linear Foot:
      1) If the calculated depth exactly equals a number in two consecutive depths, i.e., 6, 8, 10, it shall be assumed the lower depth category shall be used for calculating payment.
      2) Manhole, drop manhole, conflict manhole, and manhole removal: Distance measured from manhole rim to lowest pipe invert.
      3) Gravity sewers: average distance between manholes measured from manhole rim to lowest pipe invert for the specific sewer reach under consideration.
      4) Force mains: Average distance between surface grade and pipe invert measured at 100-foot intervals along the pipe route between pipe elbows 45 degrees or greater.
      5) Backfill, native and stone: Average distance between surface grade and the top of the pipe/conduit envelope. Measured between manholes for gravity sewers and 100-foot increments for force mains.
5. Lump Sum: Field verified by Owner.
6. Square Foot: Field measured and calculated by Owner. Measurement shall be horizontal distances measured to the nearest 0.1 foot and calculated to the nearest square foot.
7. Square Yard: Field measured and calculated by Owner. Measurement shall be horizontal distances measured to the nearest 0.5 foot, calculated in square feet, converted to square yards, and rounded to the nearest square yard by the Owner.
8. Ton: Field measured and calculated by Owner, based on data supplied by Contractor from their suppliers. One (1) ton shall equal 2,000 English pounds of product.
9. Unit Price: An amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.
10. Vertical Foot: Field measured by Owner in accordance with Paragraph B.4.a.2) above.
11. Week: Seven consecutive 24-hour days, rounded to the nearest whole number. A one-day allowance for equipment set up and relocation shall be allowed. Multiple location times shall be added together to determine total time in weeks.

1.04 ADMINISTRATIVE REQUIREMENT

A. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 SCHEDULE OF UNIT PRICES

GENERAL/STARTUP UNIT PRICE SCHEDULE			
Pay #	**Pay Item**	**Unit**	**Description**
1000	Mobilization	LS	One time cost to include all Contractor-incurred mobilization costs associated with each site. Payment is limited to Unit Price Bid or 8.25 percent of Project Bid Total, whichever is less. Demobilization is not a pay item and shall be considered a necessary part of the work and the cost of such included herein. If Contractor had to pull all personnel and equipment off the Work at the request of the Owner and subsequently had to re-mobilize, Contractor shall be paid the lump sum price for mobilization a second time or the actual reasonable cost of remobilization, whichever is less.
1005a	Erosion and Pollution Control – Erosion Control Plan Implementation (Including SWPPP)	LS	Item includes all erosion control devices required by Owner and/or agency having jurisdiction. This includes all material, labor, and installation complete. See Section 01 57 13, Temporary Erosion and Sediment Control. All measures shall be monitored and maintained per the Contract Documents and shall not be removed until all associated permits or approvals have been obtained.
1015	Pre-Construction Site Video Recording	LS	Item shall include all materials, equipment, and labor to record the Work site prior to the commencement of work as specified in Section 01 31 13, Project Coordination

GAS UTILITY UNIT PRICE SCHEDULE			
Pay #	**Pay Item**	**Unit**	**Description**
4000a-b	MDPE Gas Main Installation – Open Cut	LF	Item shall include full compensation for all labor, materials, and equipment required for installing gas main including pipe bedding, excavation (no less than required minimum cover up to 8' maximum depth), backfill per Section 31 23 33 and Section 33 52 16.23, tracer wire, testing and purging per Section 33 52 16.23, and all other work necessary for and incidental to completion of the work. Item shall be paid by the horizontal length of each pipe installed in place and measured along the

GAS UTILITY UNIT PRICE SCHEDULE			
Pay #	**Pay Item**	**Unit**	**Description**
			centerline of the trench with no deductions for valves or fittings where depth is measured from the top of the pipe to the proposed /finished grade. Item excludes road and creek boring.
4010a	Tie-ins to Existing Gas Mains – Straight Tie-ins, Tees & Valve Installation	EA	Item shall include all labor, material, and equipment required to complete the tie-in and installation including bedding, valve box installation, pipe connections, backfill as required, and other incidentals according to the Contract Documents and Section 33 52 16.23. Item also includes pressure testing, tracer wire, asphalt/concrete restoration, and general cleanup/restoration.
4065a	Temporary Gas Main Bypass	EA	Item shall include full compensation for all labor, material, and equipment required to install the bypass to ensure continuity of gas service to customers, including bypass line, fittings, valves, reducers, couplings, NGUS and incidentals in accordance with the Contract Drawings and Section 33 52 16.23 or as directed by Owner.
4070a	Uncover, Expose, Recover, Restore	EA	Item shall include full compensation for all labor, material, and equipment required to uncover, expose, recover or restore gas mains, valves, service connections at the main, etc. to verify they have been installed to Owner's standards and specifications. Work shall include but not be limited to dewatering as needed, cleaning of gas mains and all appurtenances for inspection, installation and maintenance of erosion control devices, installation of barricades, caution tape, traffic control, proper backfill and compaction and restoration of surface to match pre-existing conditions. Payment will be made if the associated inspection of the exposed uncovered service reveals no defective work regarding the inspected installation. Should there be multiple services off one gas service tap, the pay item will be for the one gas service tap verified. Additionally, if there are multiple valves at a single location, Owner will allow one pay item per location, not multiple pay items per the quantity of valves to be verified at the excavated location.

GENERAL/FINAL UNIT PRICE SCHEDULE			
Pay #	**Pay Item**	**Unit**	**Description**
8010a	Removal and Replacement, Pipeline Marker Installation	EA	Item shall be full compensation for all labor and equipment to remove existing pipeline marker and install a new marker in place.
8045	Cleanup Restoration & Closeout	LS	Item shall be full compensation for all labor, material, water, and equipment for site restoration, lawn repair, landscape, repair, etc. to complete the restoration to its original or better condition. Payments shall be made based on percentage of work complete for the entire Project.

3.02 ITEMS NOT CONSIDERED AS PAY ITEMS

A. Owner shall not pay Contractor for stored materials. No applications shall be processed by Owner which include amounts for stored materials.

B. Unclassified Excavation: This is not a pay item unless explicitly stated in the Contract Documents. Unclassified excavation shall be considered and designated a necessary part of the construction for trench depths as defined by the individual unit price for the line installation and as required by the Contract Drawings. Unit prices bid for utilities with which unclassified excavation is connected shall be full compensation for this item.

C. Rock excavation is not a pay item unless explicitly stated in the Contract Documents. Rock excavation shall be considered and designated a necessary part of the construction, and unit prices bid for items which rock excavation is connected shall be full compensation for this item.

D. Unless explicitly stated in the Contract Documents, the following items are not considered as separate pay items, but such described items may be required to complete other indicated pay items:

1. Concrete used for utility lines (Section 03 30 00, Cast-In-Place Concrete)
2. Clearing and grubbing (Section 31 10 00, Site Clearing)
3. Finish grading (Section 31 22 19, Finish Grading)
4. General excavation (Section 31 23 15, Excavation)
5. Control blasting (Section 31 23 16.27, Blasting Controls)
6. Excavation, bedding and backfill for utility work (Section 31 23 33, Trenching and Backfilling)
7. Natural gas polyethylene pipe joining procedures (Section 33 05 05.19, PE Fusing Joints)
8. Static electric discharge procedure for polyethylene pipe (Section 33 52 16.23, Medium Density Polyethylene Piping for Natural Gas, and Section 33 52 16.26, High Density Polyethylene Piping for Natural Gas)

E. Payment will not be made for rejected or unused products. Payment will not be made for the following:

1. Loading, hauling, and disposing of rejected material.
2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.
3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provisions of Contract Documents.
4. Material not unloaded from transporting vehicle.
5. Defective Work not accepted by Owner.
6. Material remaining on hand after completion of Work.

END OF SECTION

SECTION 01 35 23
OWNER SAFETY REQUIREMENTS

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes: All safety requirements Contractor must follow to perform work on or around Owner's facilities.

B. Related Requirements:

1. Document 00 72 13, General Conditions of the Construction Contract
2. Document 00 73 13, Supplementary Conditions of the Construction Contract
3. Section 01 41 00, Regulatory Requirements

1.02 REFERENCES

A. Abbreviations and Acronyms:

1. ANSI – American National Standards Institute
2. APPA – American Public Power Association
3. OSHA – Occupational Safety and Health Administration
4. PPE – Personal Protective Equipment
5. TOSHA – Tennessee Occupational Safety and Health Administration

B. References Standards:

1. APPA Safety Manual

1.03 ADMINISTRATIVE REQUIREMENTS

A. Coordination: The Contractor shall be responsible for the proper application of the OSHA Standards and TOSHA Standards with regard to construction of the Work. The Owner will not be responsible for enforcing any part of the OSHA/TOSHA with respect to Contractor's equipment or labor practices.

1. Maintain accurate record files on accidents, occupational illnesses, fatalities, or OSHA citations.

B. Excavation around pole: Contractor shall notify Owner not less than seven (7) calendar days prior to excavation within twenty (20) feet of any pole and shall provide information to Owner pertaining to the method that is to be used to stabilize the pole and the name of the licensed electrical contractor responsible for performing the work described.

C. Contractor shall provide explosion proof lighting, fans, pumps, sprayers, flashlights, etc. in all painting and curing areas. Prohibit smoking, matches, lighters, or other spark/flame producing items in the

volatile areas. Provide and maintain adequate ventilation in all phases of work to adequately remove dust and fumes to prevent injury to workmen or accumulation of volatile gases.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 START WITH SAFETY

A. Safety is a core value for Owner. Contractor must attend a site safety briefing conducted by Owner's Project Manager or designate before the start of the project or when current project conditions change. Such briefing will cover known site conditions, possible hazards, general procedures, and mandatory notifications.

3.02 PERSONAL PROTECTIVE EQUIPMENT

A. Minimum Required PPE: Minimum required PPE consists of appropriate class reflective vest standard for the type of Work under contract, ANSI approved safety glasses with side shields, ANSI approved hard hat, and safety-toed boots which are over the ankle and a minimum of 6 inches high. In cases of conflict, PPE required by regulatory agencies shall prevail otherwise minimum required PPE shall be worn at all times. Owner shall not be responsible for supplying PPE to Contractor.

B. Alternate or Additional PPE: Contractor shall perform a Job Hazard Analysis for each task of the Work, which shall be presented to the Owner for review or approval upon request. Contractor shall ensure all alternate or additional PPE identified in the Job Hazard Analysis is used as required and meets all of the conditions specified in Document 00 72 13, Paragraphs 7.13E and 7.13G

C. Required Use of PPE: Minimum PPE requirement extents to all Work site personnel including by not limited to Contractor's workforce, supervision, Suppliers, Vendors, inspectors, truck drivers, equipment operators, rental company employees, guests, and Subcontractors and any other personnel associated with the Work who are present at the work site, and who are outside of an enclosed equipment cab, enclosed vehicle cab, office trailer, toilet facility, or other designated area which is not considered part of the Work itself. Contractor shall direct all nonessential personnel and the general public to remain outside of the areas of the work site where work is in progress at all times.

D. Safe Zones: Contractor may, at Contractor's discretion, designate and cordon off or otherwise clearly mark parking areas, break areas, and other nonwork areas within the work site where PPE is not required. Such areas shall have unobstructed access for entry and exit of the work site and be clear of the work in progress. The work in progress includes but is not limited to any area where Work is partially complete, Work has started, Work is not finished, material storage and laydown areas, storage areas, and equipment.

E. Contractor Requirement to Stop Work: Contractor shall not allow Work to continue if PPE is not available and not used by all persons associated with the Work.

F. Authority of Owner to Stop Work: Owner shall have authority to enforce Contractor's use of Owner-required PPE up to and including Owner or Owner's representative(s) authority to stop Work and

require Contractor's onsite supervision to require Contractor's workforce, supervision, Suppliers, Vendors, inspectors, truck drivers, equipment operators, rental company employees, guests, and Subcontractors and any other personnel associated with the Work who are present at the work site to don required PPE before resuming Work. Failure of Contractor to comply with the PPE requirement shall be considered a breach of Contract. Contractor shall not be allowed additional workdays, monetary compensation, or time for completion of the Project resulting from work stoppage due to inadequate PPE.

G. Maintenance of PPE: Contractor shall ensure all PPE whether supplied by Contractor or supplied by others, being used on the work site meets all industry standard requirements and is always in good working order. PPE used by persons on the work site shall have no functional defects. PPE requiring calibration, testing, or certification shall have copies of the latest such calibration, testing, or certification available onsite and such calibration, testing, or certification shall not be expired.

H. Use as Designed: All PPE shall be used as designed. No part or parts of PPE shall be altered or defeated in use. PPE shall be properly sized, fitted, and adjusted for each person.

3.03 WORK ZONE

A. Contractor must maintain work zone integrity by:

1. Establishing and clearly marking the work zone
2. Enforcing work zone PPE requirements
3. Maintaining operating procedures to control work zone access
4. Taking appropriate measures to prevent unauthorized entry into work zone
5. Securing the work zone when not present as approved by Owner
6. Performing housekeeping functions during and after completion of tasks

3.04 WORK ON GAS FACILITIES

A. Contractor will be required to have the following safety equipment on site as the Work is performed:

1. Fire extinguisher: Contractor will need to possess a twenty (20) cubic foot or greater extinguisher rates as ABC.
2. A fire hood(s) for all personnel working in live gas needed to provide coverage for head, face and neck and classified as Fire Resistant.
3. A fire suit(s) for all personnel working directly in live gas that is an insulated flame-resistant one-piece coverall.

B. Each employee of Contractor, performing or participating in the performance of a covered task, shall adhere to the following guidelines for fire-retardant clothing when working in conditions as stated below:

1. Initial excavation activities: 100% cotton underwear, cotton socks, cotton shirt, cotton pants, leather work boots, plus appropriate PPE for task.
2. Hand excavation of service tee: 100% cotton underwear, cotton socks, cotton shirt, cotton pants, leather work boots, plus appropriate PPE for task.

3. Squeeze off of pipeline: 100% cotton clothing plus hooded insulated flame-resistant one-piece coverall, flame-resistant head sock, plus appropriate PPE for task.
4. Blowing gas environment: 100% cotton clothing plus hooded insulated flame-resistant one-piece coverall, flame-resistant head sock, and leather gloves.

3.05 WORK ON OR NEAR ENERGIZED LINES

A. Work may be required to be performed on or near energized buswork, equipment, or overhead or underground conductors. The Contractor shall be responsible for providing qualified workers with the expertise and experience necessary for working near these energized facilities.

B. Owner requires company employees and electrically qualified contractors and third-party groups per OSHA 1910.269 to follow the information in Table 1 below when working on or near energized lines and equipment. Extended reach with tools and equipment applies. Data in this table exceeds OSHA 1910.269 (Table R-6 and R-7) and APPA 507.1 (Table 507.1).

Table 1: Minimum Approach Distance

Voltage Range	Phase to Ground	Phase to Phase
601 V – 72.5 kV	4 feet	4 feet
72.6kV – 169 kV	8 feet	8 feet

C. Owner requires third -party groups to follow the twenty (20) foot minimum approach distance when using cranes, derricks, and equipment when working near energized lines and equipment. This standard exceeds the OSHA 1926.1408 (Table A) and APPA 503.10 (Table 503-2) requirements. See Figure 1 for Crane, Derrick, and Equipment Distance Flowchart. Owner's preferred option (Option 1) is to deenergize and ground per Owner procedures.

3.06 OPEN TRENCH SAFETY

A. During Working Hours: Maximum length of open trench shall be 100 feet. The Contractor shall use protection measures at all times to protect workers and the public from falling into trenches. Open trench lengths greater than 100 feet must be approved by Owner.

B. During Nonworking Hours:

1. Contractor shall make every effort to backfill trenches by the end of the workday. If the trench is left open, the Contractor shall use proper protection measures to safeguard the public from falling into trenches.
2. Proper protection measures:
   a. Steel plates: minimum thickness of 1" and able to withstand H-20 traffic loading without any movement and be fabricated to meet ASTM A36 or A572. Steel plates shall extend at least twelve (12) inches beyond the sedges of the excavation. Asphalt cold patch shall be installed 12 inches around the entire edge of the steel plate to allow for traffic to smoothly transition on and off the plate and to keep the plate from moving out of position. If plates are used, proper road signage must be installed to alert drivers.

b. Concrete barriers or water filled interlocking barriers that are not leading or damaged, and caution tape placed around the entire trench or excavation.
c. Additional safety measures may be required at the Owner's request to include concrete barriers, cones, barrels, fencing, illumination, and manned by flagmen.

3.07 ATTACHMENTS

A. Figure 1: Crane, Derrick, and Equipment Clearance Flowchart

END OF SECTION

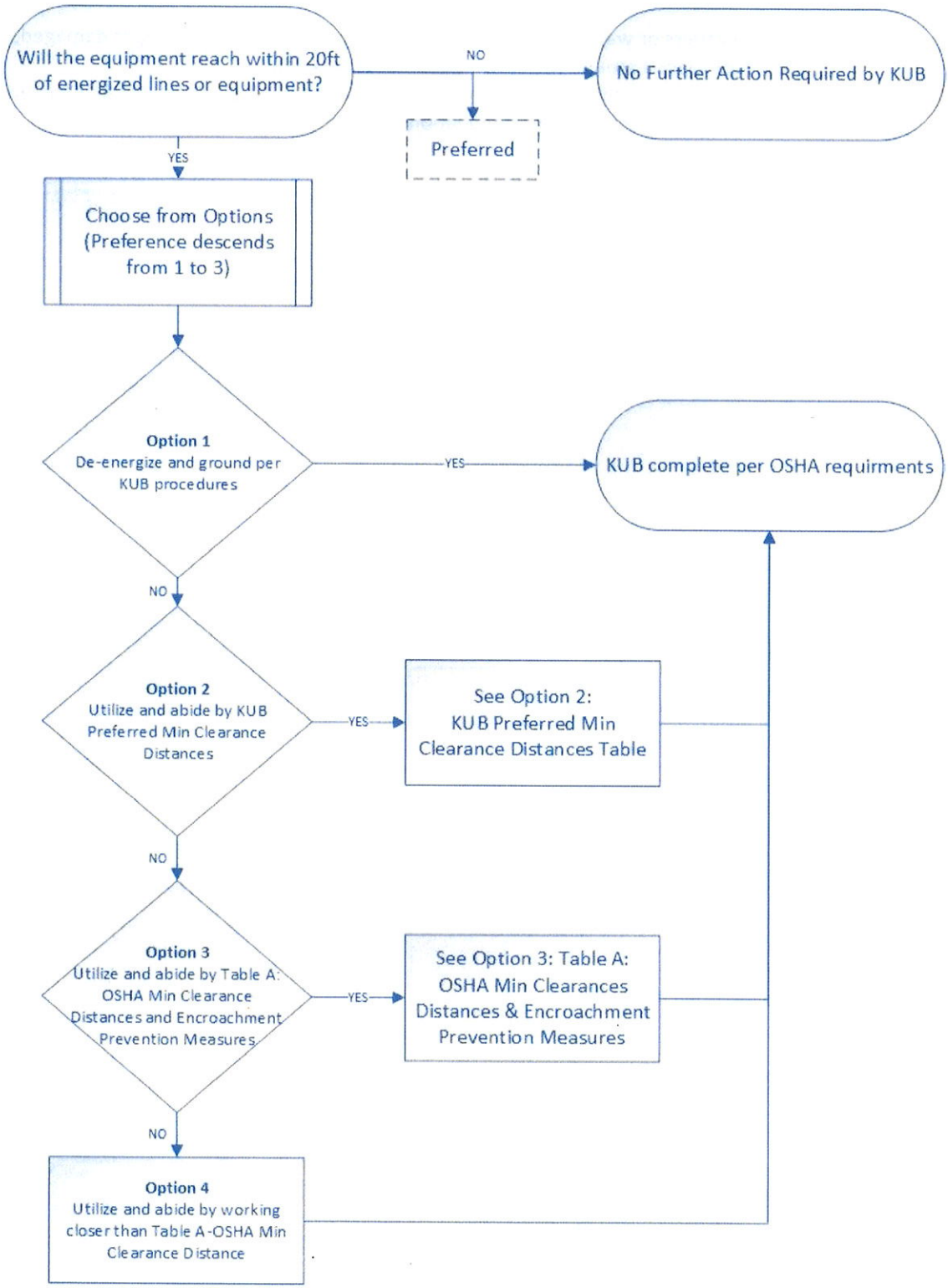


Figure 1: Crane, Derrick, and Equipment Clearance Flowchart

SECTION 01 41 00
REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes: Information required for conformance to regulatory requirements as established by federal, state, and local agencies.

B. Includes requirement associated with Underground Utility Damage Prevention Act (T.C.A. Section 65-31-101, et. seq., as amended) (hereafter the "UUDPA").

C. Includes requirements related to the Code of Federal Regulations (CFR) Title 49 Transportation in reference to work performed on the natural gas system.

1.02 CODES

A. Comply with the requirements of the various codes referred to in these Contract Documents. Such codes shall be the date of the latest revision in effect at the time of receiving bids.

B. If there is a conflict between local, state, and/or Federal regulatory requirements, seek consultation with the Owner.

1.03 GENERAL REQUIREMENTS UUDPA

A. The Contractor represents and warrants that it is familiar with and will comply with the UUDPA. In addition to other remedies available to the Owner at law or pursuant to this Contract, failure by the Contractor to follow the requirements of the UUDPA and subsequent amendments in all respects shall be cause for immediate termination for cause of the Contract by the Owner.

B. In addition to requirements of the UUDPA, the Contractor acknowledges that the Work required by this Contract is, in general, near underground utility and other facilities, and the Contractor shall at all times protect and preserve all existing properties, works and structures of the existing power and light distribution system, telephone, telegraph and other signal systems, gas, water, sewer and other overhead and underground lines of every kind and character. The Contractor is solely responsible for exercising due diligence to identify and protect underground utilities and other facilities during the Work.

1. Damages Due to Dig-In or Other Actions by Contractor: Contractor shall be solely responsible for damages to properties incurred during performance of Work or any Work-related event including, but not limited to, damages that appear at a later date as a result of the Work. The Contractor shall at their own expense make restitution for damages to satisfaction of the owner of any utility, which has been damaged by the Contractor, or its agents, employees, or subcontractors. If while performing the Work, Contractor negligence in preventing damage to underground facilities is evident, the Contractor shall pay additional monetary damages per event, including but not limited

to, any and all costs associated with repairing the damaged underground facilities, workplace safety fines as assessed by TOSHA, and other fines as are imposed under state law. In addition, if the property damaged is that of the Owner and the Owner finds the Contractor, its agents, employees or subcontractors at fault, the Contractor will pay Owner the cost of repairing its damaged facilities, including but not limited to the cost of repair, lost product, crew mobilization costs, and inspection costs. Owner, without limiting its other rights pursuant to this Contract or law, reserves the right to withhold contract payment otherwise due to Contractor under this Contract, any amount necessary to satisfy Contractor's obligations to Owner under this part. The Owner also reserves the right to deduct any or all the damage related costs from the contract retainage. In the event remaining contract balance or contract retainage does not have sufficient funds to cover damage related costs, the Owner shall take whatever additional means are necessary to collect payment from the Contractor.

2. Lost Product Due to Dig-In or Other Actions by Contractor: As a result of a Dig-In by Contractor, Contractor shall be responsible for all lost product and costs associated with disruption of utility services to the properties incurred during the performance of Work or any work-related event including but not limited to loss of Natural Gas and loss of Potable Water. Contractor shall, at Contractor's own expense, make restitution for lost product to satisfaction of respective utility owners, which has been damaged by the Contractor, or its agents, employees, or subcontractors.
3. Damage Reporting to Owner: Damages shall be documented and reported to Owner as follows using the Owner's online damage reporting process.
4. Contractor shall follow the damage notification procedures specified herein in the event Contractor incurs damage to Owner assets or facilities, other utility provider's assets or facilities, or third-party property. Contractor shall notify Owner's System Operations department immediately (24/7, 365) when Contractor incurred damage occurs to Owner, or other utility providers or governmental agencies. Owner shall make its own repairs or coordinate the repairs at expense of the Contractor in accordance with terms and conditions of the Contract. Contractor shall not self-repair its damages to Owner assets or facilities or other utility provider's assets or facilities unless directed in writing by Owner.
5. Contractor is responsible for fully completing repairs of its damages to third party property in accordance with terms and Conditions of the Contract.
6. Following damage event, the Contractor is responsible for completing a Contractor Damage Report and submitting it to Owner by the end of the next business day.
7. For Contractor responsible damages occurring while performing work for Owner, proceed in order as follows:
    a. Classify damage as Owner, other utility provider, governmental agency, or third party.
        1) For damages to Owner or other utility provider or governmental agency, contact Owner's System Operations dispatcher immediately at (865) 558-2223 and then proceed to Step 2.
        2) For third party damages proceed directly to Step 2.
    b. Prepare and Submit the Damage Report.
        1) Access Owner's web site at www.kub.org (must be full site, not mobile site).
        2) Click on the Procurement hyperlink at top or bottom of page.
        3) From left-hand menu, select and open the Contractor Damage Report form.
        4) Complete and submit the Contractor Damage Report form and include photographs of the damage.
    c. Repair Third Party Damages. If damage was to third party, coordinate repairs with affected party.

1) If damage was to water line proceed to Step 4.
2) For damages other than water lines, skip to Step 5.

d. Third Party Water Line Repair Procedures. When repairing a third-party water line the following steps, as a minimum, must be completed:
   1) Inspect replacement materials to ensure integrity.
   2) Prevent contaminating material from entering water line during storage, construction, and repair.
   3) With the customer's permission, use an outside spigot, tap on the line, or internal plumbing that won't cause damage to other fixtures, to flush the line with disinfected water.
   4) Flushing the line will ensure water quality as well as remove air and discoloration.
   5) If the situation dictates that additional steps are necessary, refer to Section 33 01 10.58, Disinfection of Water Piping and Section 33 14 33, Reduced-Pressure Zone Backflow Preventers available upon request) and work with Project RPR or Inspector to ensure water quality is restored.

e. Damage Reporting Form Submittal. Electronic online submittal is preferred. If the form cannot be submitted online, a hard copy with all required documentation must be submitted by the end of the next business day to Owner's Customer Support Department.

C. It shall be the Contractor's sole responsibility to ensure it is in full compliance with the UUDPA before excavation begins.

1. Non-UUDPA Compliant Excavations: If a Contractor or subcontractor is found to be performing excavations and does not have a valid one call ticket then Owner shall take the following actions:
   a. For the first instance occurring within the previous twelve (12) months: Contractor (and Subcontractors as applicable) shall attend Owner's sponsored training at Contractor's expense. Training may include a combination of classroom and field exercises up to but not to exceed 8 hours. Contractor and excavator shall attend the training. Training shall occur within 5 business days. It is the responsibility of the Contractor to schedule training with Owner within 48 hours of the occurrence. Person(s) absent from training shall provide notification to Owner and will be required to submit a physician's note, jury duty note, or equivalent documentation. It is the responsibility of the Contractor to reschedule training within 48 hours after notice of absence is provided. Failure to attend training, supply adequate notice and documentation, or reschedule training within the allotted time will result in an automatic second offense for the Contractor and excavator.
   b. For second and subsequent instances occurring within previous twelve (12) months:
      1) If occurrence is second or greater by the Contractor then, at Owner's sole discretion, Contractor's bond shall be notified regarding serious non-performance issue. Owner reserves their rights without prejudice, to take action that it is contractually allowed to do in its best interest.
      2) If occurrence is second or greater by the Subcontractor then, at Owner's sole discretion, Subcontractor shall be immediately removed from the project.
   c. Non-UUDPA Compliant excavations include but are not limited to:
      1) Any excavation without a Tennessee One Call (TOC) ticket.
      2) Any excavation with an expired Tennessee One Call (TOC) ticket.

3) Any excavation performed outside of the "Location Information (Remarks)" on a Tennessee One Call (TOC) ticket.

D. The Owner is not responsible for monetary or other damages or for delays in the Contractor's work resulting from "dig-ins" or damage to adjacent utilities or underground structures which occur because of no marks or miss marks of adjacent utilities. The Contractor is solely responsible for filing a claim for any damages with the entity responsible for the marking of adjacent utilities. If claim is denied and the locating entity has provided sufficient evidence that the utilities were marked to the best of their ability using the information provided and/or available to them, then the Contractor has no recourse for further claims of delay or damages. Furthermore, the Contractor is solely responsible for exercising due diligence in the identification of and protection of said adjacent utilities during the Work.

E. Contractor found in violation of this section who fails to satisfy fines or damages levied pursuant to the Underground Utility Damage Prevention Act or fails to pay restitution of damages and/or assessments could be ineligible to bid on or be awarded future contracts with the Owner.

F. In addition to any other remedy provided by the Contractor at law or pursuant to this Contract, the Contractor will indemnify, protect, and hold harmless the Owner for any and all claims that may be made against the Owner as a result of damages to utilities and other facilities by the Contractor, its agents, employees or subcontractors, specifically including but not limited to claims for costs to repair damaged utility and other facilities, and any fines or assessments by local, state, or federal authorities as a result of damage to utilities and other facilities.

1.04 GENERAL REQUIREMENTS CFR 49

A. The Contractor must meet necessary requirements of CFR 49 Part 192, Subpart E and Subpart N related to natural gas work as well as CFR 49 Part 199, including but not limited to Drug and Alcohol Testing, Operator Qualification, Fusion Qualification, and Welder Certification. As prerequisite requirement to the Owner executing an Agreement, the Contractor shall furnish a list of crew members that will be specifically assigned to the Work and evidence of their qualifications and compliance under required programs. Unqualified crewmembers will be qualified or replaced at expense of the Contractor. The Contractor may be subject to penalties that could include termination of the Agreement as determined by the Owner for having crewmembers performing tasks in which they are not qualified to perform.

B. For the most current Operator Qualification status checks of Contractor or Contractor employees to be performed, the Contractor must comply with 49 CFR Part 192, Subparts E and N using one of the three options listed below:

1. Be subscriber of OQ plan provider that Owner currently has subscription or contract with Energy Worldnet.
2. Use their own Operator Qualification plan that has been approved by Owner's Safety and Technical Services department.
3. Use third-party Operator Qualification plan that has been approved by Owner's Safety and Regulatory Services department.

C. The Contractor shall have all documentation demonstrating that personnel performing covered OQ tasks are qualified to perform such tasks as well as meet the DOT OQ Standards and have that documentation electronically accessible by the Owner within ten (10) business days after receiving the Notice of Award.

The Owner may consider the Contractor in default if this documentation is not received or electronically available within ten (10) business days after receiving the Contractor receives the Notice of Award.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 33 52 16.23
POLYETHYLENE PIPING FOR NATURAL GAS MAINS

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:

1. The Work to be performed herein shall consist of the installation of new or reconnected medium density polyethylene (MDPE) iron pipe size (IPS) mains operating at or below a maximum allowable operating pressure (MAOP) of 60 pounds per square inch gauge (psig), which includes, but is not limited to pipe and all appurtenances related to the construction of the main. All work shall be performed in accordance with this Section in conjunction with all additional project drawings and standards and specifications that may or may not be referred to in this Section.

2. This Section is intended to meet or exceed the Code of Federal Regulations title 49 Part 192 – Transportation of Natural and Other Gases by Pipeline: Minimum Federal Safety Standards (hereafter referred to as "MFSS").

B. Related Requirements: Contract Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 specification sections, apply to this Section. In the event of a conflict between the referenced documents or other specifications, this specification shall take precedence.

1. Document 00 72 13, General Conditions – Construction Contract
2. Section 01 14 33, Work in Rights-of-Way
3. Section 01 35 23, Owner Safety Requirements
4. Section 01 41 00, Regulatory Requirements
5. Section 09 97 13, Steel Pipeline Coatings
6. Section 13 47 13, Cathodic Protection
7. Section 31 11 00, Clearing and Grading
8. Section 31 22 19, Finish Grading
9. Section 31 23 19.01, Dewatering
10. Section 31 23 33, Trenching and Backfilling
11. Section 31 41 00, Shoring
12. Section 33 05 07.13, Utility Directional Drilling
13. Section 33 05 07.23, Utility Boring and Jacking
14. Section 33 52 16.13, Steel Natural Gas Piping Construction

1.02 REFERENCES

A. Abbreviations and Acronyms:

1. ASTM – American Society for Testing and Materials
2. CFR – Code of Federal Regulations
3. D&A – Drug and Alcohol
4. FR – Flame Resistant
5. GSE – Owner's Gas Systems Engineering Department
6. HDPE – High Density Polyethylene Pipe

7. IPS – Iron Pipe Size
8. MAOP – Maximum Allowable Operating Pressure
9. MDPE – Medium Density Polyethylene Pipe
10. MFSS – Minimum Federal Safety Standards
11. NGUS – Natural Gas Utility Sheet
12. OQ – Operator Qualifications
13. PE – Polyethylene
14. PPE – Personal Protective Equipment
15. PSIG – Pounds per Square Gauge
16. RPR – Resident Project Representative
17. SDR – Standard Dimension Ratio
18. UV – Ultraviolet

B. Definitions:

1. Business Days: Any reference to business days excludes Owner's holidays and weekends.
2. Butt Fusion: The method of joining polyethylene pipe where two pipe ends are heated to a molten state and rapidly brought together under pressure to form a homogeneous bond.
3. Depth: The distance from the top of the distribution line to finished grade.
4. Distribution Line: A pipeline other than a gathering or transmission line.
5. Electrofusion: The method of joining PE pipe using special fittings that have built-in electric heating elements which are used to weld the joint together.
6. IPS: Iron Pipe Size for PE pipe nominal inside diameters.
7. Main: A distribution line that serves as a common source of supply for more than one service line.
8. MFSS: Code of Federal Regulations title 49 Part 192 – Transportation of Natural and Other Gases by Pipeline: Minimum Federal Safety Standards.
9. NGUS: A document to be filled out by the person(s) responsible for any work performed to a natural gas service line, work on a natural gas mains that is 50 feet or less in length, a temporary bypass, or a test station.
10. Pipeline: All parts of those physical facilities through which natural gas moves in transportation, including pipe, valves, and other appurtenances attached to PE pipe, compressor units, metering stations, regulator stations, delivery stations, holders, and fabricated assemblies.
11. RPR: A resident project representative as defined within the Supplementary Conditions
12. SDR: Ratio for PE pipe outside diameter divided by the minimum pipe wall thickness.
13. Saddle Fusion: The method of joining PE pipe using a fitting that fuses onto the side of the main pipe wall in a transverse orientation to the main pipe. The fitting and external surface of the main pipe are heated to the proper temperature and then pressed together to form the bond.
14. Socket Fusion: The method of joining PE pipe using a coupling with an inside diameter sized to the outside diameter of the pipe. A short length of outside surface of the pipe and the inside surface of the coupling are heated to a molten state. The pipe is then pressed into the opening of the coupling.

C. Reference Standards: The following specifications and standards of the organizations and documents listed in this paragraph form a part of the specification to the extent required by the references thereto. In the event the requirements of the following referenced standards and specifications conflict with the specification section, the requirement of this specification shall prevail. In the event the requirements of any of the following referenced standards and specifications conflict with each other, the more stringent requirement shall prevail.

1. ASTM
   a. Title F1563, Standard Specification for Tools to Squeeze-off Polyethylene (PE) Gas Pipe or Tubing.
   b. Title F1804, Standard Practice for Determining Allowable Tensile Load for Polyethylene (PE) has Pipe During Pull-in Installation.

2. PHMSA
    a. CFR Title 49 Part 192, Transportation of Natural and Other Gases by Pipeline: Minimum Federal Safety Standards.

1.03 ADMINISTRATIVE REQUIREMENTS

A. Project Plan:

1. The Contractor is responsible for developing a project plan for each project and collaborating with the GSE to finalize the plan. The Contractor is responsible for managing the construction in accordance with the final project plan.
2. Any changes to the project plan shall be submitted to and approved by the Owner.
3. The Project Plan shall consist of a narrative and schedule (Gantt Chart) showing all construction activities from mobilization to substantial completion, i.e., the practices that will be employed on site and proposed order of events including installation, pigging, temporary bypasses for one-way feeds, pressure testing, purging natural gas into the new pipelines, performing final tie-ins to existing pipelines and condemning existing pipelines.
4. The Project Plan shall be project specific and address the approach to the entire project or individual zones of the project.
5. The Project may be divided into zones to limit customer impact on larger projects by completing smaller sections of the project from start to finish. Drawings included in the Project Plan will dictate the zone size and limits.

1.04 SUBMITTALS

A. Startup Plan: A separate startup plan is required three (3) business days prior to pigging, pressure testing, installing temporary bypasses, purging, and performing tie-ins.

B. Temporary Bypass Plans:

1. Temporary bypass plans and details shall be submitted as a part of the startup plan.
2. If a temporary bypass is required but cannot conform to the figures in this Section, an additional design is required and must be submitted for approval prior to installation.

C. List of Contractors/Subcontractors: A list of Contractors and Subcontractors that will be supporting the project shall be provided. This list will be used to ensure D&A Testing and OQ have been completed/verified to be in accordance with requirements (outlined within Article 2.03 of this Section).

D. Bore Plan/Frac-Out Plan: If boring is included in the project scope, a frac-out plan shall be provided to the RPR for review prior to beginning boring.

E. Progress Schedule: The schedule shall show the order in which work will be completed. The schedule shall be reliable for the contractor or others to coordinate testing, inspection, and coordination of other/supporting contracts as applicable.

F. Erosion Control Plan: If erosion control is included in the project scope, a detailed plan with methods of erosion control that will be implemented and how it will be monitored shall be provided.

G. References and relevant work experience for Subcontractors: If Subcontractors are used in support of the project scope, references or documents in support of the Subcontractors relevant work experience shall be provided.

H. Material Submittals: Materials not supplied through Owner Storerooms shall be submitted to the Owner for approval for use prior to construction of the pipeline.

1.05 CLOSEOUT SUBMITTALS

A. NGUS:

1. NGUS shall be completed for every test station installed or condemned within the project scope.
2. The NGUS for each Test station shall be submitted to the RPR within forty-eight (48) hours of completed installation or condemnation.

B. Boring Profile:

1. If required per the project scope, a final boring profile (electronic is preferred) shall be submitted to the RPR within two (2) business days of completed bore.
2. The electronic format shall consist of, at a minimum, a table illustrating pitch and depth for the length of every other rod for crossings including, but not limited to, creeks, railroads, railroad spurs, intersections, road crossings and/or when pipe is installed outside of the specified requirements in Article 3.03.A, Depth.

C. Pressure Test Records:

1. Proof of pressure testing (receipt printed from a Kuhlman Unit or approved equivalent) shall be submitted to the RPR for approval after testing requirements have been completed. Upon approval, natural gas may be introduced to the main.
2. Documentation shall be provided to the RPR that properly illustrates the segments of main tested as a single unit.
3. All pressure test documentation shall be signed by the qualified person responsible for performing the pressure test.

1.06 DELIVERY, STORAGE, AND HANDLING

A. PE pipe and components shall be stored to prevent damage from UV rays. PE pipe and components with a print line dating back further than 729 calendar days shall not be installed, unless approved by the Owner.

B. PE pipe may be stored by stacking, but only permitted if stacked pipe is lying flat.

C. When PE pipe is transported, it shall be loaded, transported and unloaded in a manner to prevent damage.

D. PE pipe shall be stored with manufacturer end caps in place.

E. When transporting pipe segments, pipe shall not be dragged across any type of hard surface such as pavement or rocks without protection from damage. The RPR reserves the right to reject any pipe dragged across any type of pavement, rocks, or other hard surfaces.

PART 2 – PRODUCTS

2.01 MATERIAL REQUIREMENTS

A. As discussed in Article 1.04 of this Section, materials not supplied through Owner Storerooms shall be submitted to the Owner for approval prior to construction of the pipeline.

B. Break away weak link devices other than the Condux International products shall be submitted to the Owner for approval prior to use.

2.02 EQUIPMENT

A. All equipment shall be properly calibrated per the Manufacturer's guidelines.

B. Pressure testing shall be performed with a Kuhlman Unit or RPR approved device.

C. All equipment used for fusion process shall be properly maintained and documented per CFR 192.756.

2.03 QUALITY CONTROL/QUALITY ASSURANCE

A. PHMSA D&A Testing: All Contractors and Subcontractors working on the Owner's natural gas system will be required to have a D&A Program that meets PHMSA requirements. The Contractor shall coordinate with the Owner's Occupational Health organization to complete verification.

B. OQ: Before beginning any work on the Owner's natural gas system, all Contractors and Subcontractors shall complete training and qualification in accordance with the Owner's Natural Gas OQ Plan.

C. Tests and Inspections: A self-performed thorough inspection of the pipe and components shall be conducted to guarantee quality assurance prior to installation and backfilling. Any damage to the pipe shall be communicated to the RPR for review prior to installation. If found after installation, damages shall be reported immediately to the RPR. Natural gas shall not be introduced into the pipe without the RPR's approval after review of the damages. In the event damage (e.g., scratches, gouges, and deformation from stressing the pipe) is present and the pipe wall thickness is compromised greater than 10%, the damaged section shall be cut out and not used. The RPR reserves the right to fail segments or sections of damaged pipe or components. Damaged sections shall be replaced.

PART 3 – EXECUTION

3.01 GENERAL REQUIREMENTS

A. Mains shall not be installed under buildings, permanent structures, or future/proposed structures.

B. Mains shall be installed below ground, in the most direct, shortest path feasible, and in accordance with the project drawings.

C. Installation methods for placing a tensile load on the PE pipe shall be done in accordance with ASTM F1804.

D. All pipe fusion connections shall be allowed to cool as required by the Owner's joining procedures for socket fusion, saddle fusion, butt fusion, and electrofusion prior to lowering the pipe into the trench and/or excavation to eliminate stress on the fused connections.

E. All PE-to-PE main connections shall be made by socket fusion, saddle fusion, or electrofusion. Butt fusion shall be acceptable only for pipe larger than two (2) inch nominal diameter.

F. Manual butt fusion machines shall only be permitted on four-inch (4") NPS and smaller. For NPS six-inch (6") and greater, butt fusion shall be performed utilizing hydraulic machine.

G. Above ground pipeline markers (Owner Item #362420) shall be installed directly over, where possible, or as close to the pipeline in areas where frequent excavation occurs, major intersections, railroad or railroad spur crossings, any type of water crossing such as a creek, stream, or river and/or per the RPR's requests.

H. After installation, all main shall be confirmed as locatable by tracer wire by the RPR. Unlocatable natural gas main will not be accepted.

I. PE pipe ends shall be temporarily sealed to prevent water and debris from entering the pipe. Materials used for temporarily sealing the pipe ends shall be approved by the RPR prior to use.

J. A fused-on cap shall be installed when pipe ends are exposed for longer than one week. The RPR reserves the right to require fused on end caps.

3.02 INSTALLATION METHODS

A. Open Trench:

1. Trenching shall be completed in accordance with this section, as well as Section 31 23 33, Trenching and Backfilling.
2. Main shall be laid and continuously supported on undisturbed or well-compacted soil. At a minimum, well-compacted soil is defined as machine tamped. PE pipe shall not be laid on blocks, rocks, or large dirt clods. Refer to Article 3.04, Backfill for defined backfill requirements.
3. Main shall be installed along the bottom of the trench to accommodate for expansion and contraction.
4. When fusing coil pipe to coil pipe, join the coils so the curvature of one coil is directly opposite to the curvature of the other coil to minimize bending stresses at the joint.
5. Prior to backfilling, the trench shall be examined to ensure the main is continuously supported at all points.
6. Twelve (#12) gauge solid copper tracer wire (Owner Item #383448) shall be installed within six (6) inches of the main.
7. Warning tape (Owner Item #371534) shall be installed twelve (12) to eighteen (18) inches below existing or proposed grade directly above the PE main.
8. The trench width shall be wide enough to allow for inspection once the pipe is lowered into the trench as well as for proper compaction around the pipe to prevent trench settlement. The minimum requirements for trench width are in Table No. 1. Minimum Trench Width.

Table No. 1. Minimum Trench Width

Pipe Size (inches)	Trench Width (inches)	
	Soil (minimum)	Rock (minimum)
2	6	12
4	8	12
8	12	18
12	18	24

9. When lowering pipe and/or components into the trench and/or excavations, the pipe shall not be subjected to excessive twisting and/or bending stresses. At lower temperatures, flexibility of the pipe is greatly reduced and could potentially be damaged by excessive force.
10. The RPR reserves the right to reject any and all pipe and/or components that may have been compromised due to excessive stresses.

B. Horizontal Directional Drilling (Boring):

1. PE pipe installed by horizontal directional drilling shall have twelve (#12) gauge steel copper-clad tracer wire (KUB #363069) pulled with the pipe. Multiple tracer wires [no less than two (2)] should be pulled together in the event a tracer wire breaks during installation ensuring natural gas main is locatable after installation.
2. A frac-out plan shall be provided to the RPR for review prior to boring (as discussed in Article 1.04 of this Section). All materials and equipment to mitigate a frac-out, as stated in the frac-out plan, shall be readily available on site prior to beginning the bore. If a frac-out occurs, the frac-out plan shall be immediately implemented, followed by immediate notification to the RPR.
3. When pulling the pipe through a reamed borehole, the tensile loads in Table No. 2. Maximum Allowable Tensile Loads shall not be exceeded.

Table No. 2. Maximum Allowable Tensile Loads

Nominal Pipe Size (inches)	Allowable Tensile Load (pounds)	Swivel Size (millimeters)	Pin Rating (pounds)	Pin Color
2	1,441	22	1,400	Green/Red
4	4,990	35	4,500	Slate/Yellow
6	10,832	51	10,000	Green
8	15,855	64	14,000	Brown
12	34,607	76	25,000	Blue

4. The RPR shall be notified one full business day prior to pull back operations and may require on-site presence during pull back operations.
5. An appropriately sized Condux International, Inc break away swivel weak link device shall be used during pull back activities. Break away weak link devices other than Condux International products shall be submitted to the Owner for approval prior to use as discussed in Article 2.01 of this Section.

3.03 INSTALLATION REQUIREMENTS

A. Depth:

1. Natural gas mains shall be installed at a depth between thirty-six (36) inches and sixty (60) inches from the top of the main to finished grade.
2. If depth requirements cannot be met, approval shall be obtained from the RPR prior to installation. Mains installed shallower than thirty-six (36) inches may be required to have additional protective measures.

B. Clearances and Crossings:

1. Each main shall be installed with at least five (5) feet clearance from any existing or proposed above-ground structure including but not limited to buildings, retaining walls and any below grade footing and/or foundation(s). If five (5) feet clearance cannot be obtained, protection from damage is required and the proposed clearance shall be approved and documented by the RPR prior to installation.

2. A minimum of twelve (12) inches of clearance shall be maintained from all other utilities. If minimum clearance requirements cannot be met, additional protective measures shall be required and approved by the RPR prior to installation.
3. Natural gas mains shall not be installed directly above or below any other underground utility in parallel sequence, even if twelve (12) inches of clearance can be maintained.
4. Third-party utility owners, such as natural gas, petroleum, steam and intercontinental utilities, have special requirements when crossing their infrastructure. When encountered, the Owner shall obtain written permission prior to crossing a third-party utility. Main shall be installed based on the third-party special requirements.
5. When crossing a heat source, including, but not limited to a steam line, installation of PE pipe shall follow the utility crossing detail, Figure 1: Crossing a Heat Source, as shown below.

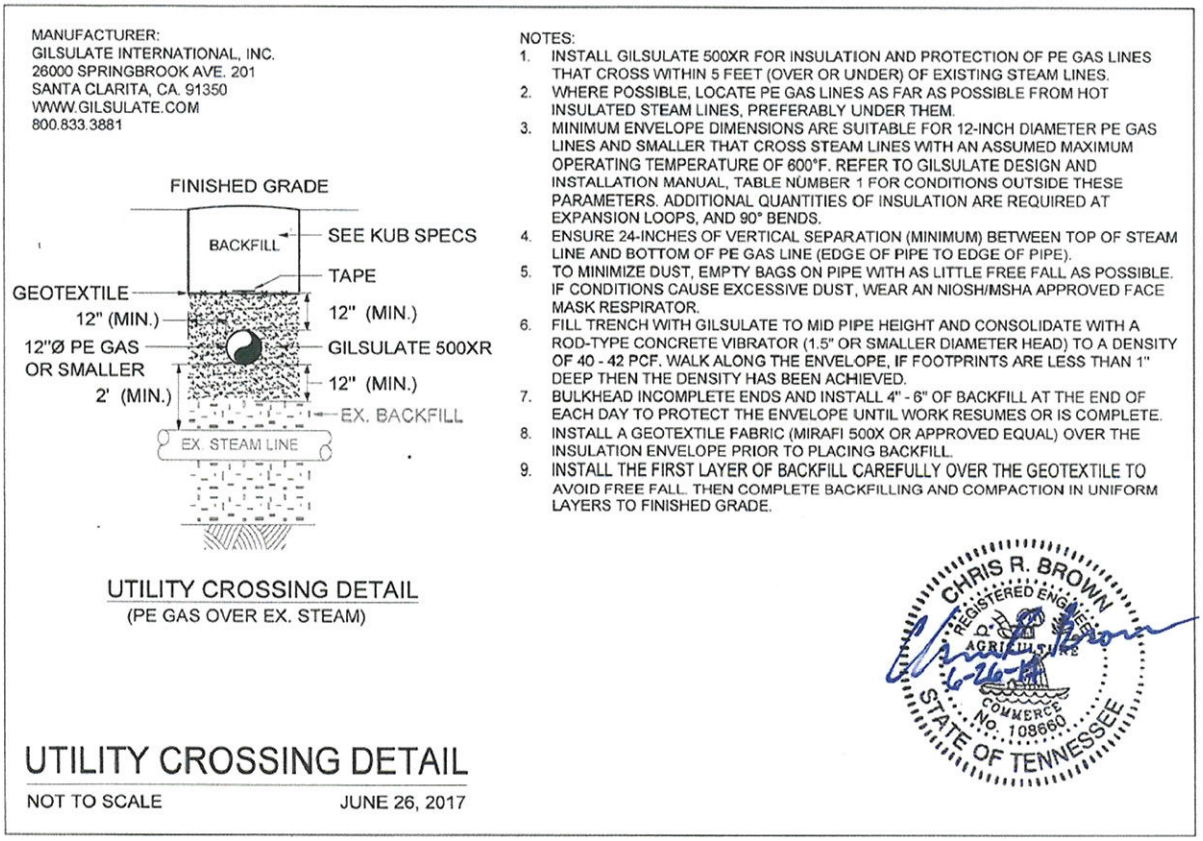


Figure 1. Crossing a Heat Source

C. Valves and Tees:

1. Valves shall not be installed in existing or proposed pavement, unless stated in project drawings or approved by the RPR.
2. Valves shall be installed as close to the tee as possible, unless stated in project drawings or approved by the RPR.
3. Reference the Owner's Standard Drawings for installation for PE Main to PE Main Tee Installations with three (3), two (2), or one (1) valves (valve nests). For clarity, tracer wire and connections are not shown in the Drawings but are required.
4. For valve arrangements not covered in the Owner's Standard Drawings, refer to the project-specific drawings.

D. Valve Boxes:

1. Tracer wire shall be looped in multi-valve clusters.

2. Reference the Owner's Standard Drawings and material lists for valve box installation.
3. For pipe eight-inch (8") and larger, refer to project specific details.

E. Tie-Ins:

1. Prior to performing a tie-in to an existing main, the depth of the existing and newly installed main shall be confirmed to meet the MFSS minimum depth of twenty-four (24) inches. The RPR shall be notified if the MFSS minimum depth is not met, and additional protection may be required.
2. All squeeze-offs of PE pipe shall be in accordance with the Owner's squeeze-off procedures. Squeeze-off tools shall comply with ASTM F1563, Standard for Tools to Squeeze-off Polyethylene (PE) Gas Pipe or Tubing.
3. To prevent unintended customer outages, Contractor shall request RPR check existing valve positions within the applicable areas to ensure system conditions are understood just prior to tie-in activities. RPR shall coordinate with System Operations on all valve operations and shall install pressure gauges as per the startup plan to monitor pressures during tie-in activities. The tie-in shall not proceed until this is completed.
4. When performing a final tie-in, eliminate the tapping tee used for the purge whenever possible prior to connecting the new main to the existing main. When impossible, the Contractor shall provide the location(s) of remaining tapping tee(s) to the RPR for documentation as well as provide a completed NGUS on the tapping tee(s) and components.
5. Side fill around all natural gas components shall be well compacted prior to final backfilling. At a minimum, well compacted soil is defined as machine tamped.
6. A minimum of one (1) nine (9) pound magnesium anode and test station shall be installed at a tie-in to existing steel natural gas main if project drawings do not specify installation. Anodes and test stations shall be installed per Section 13 47 13, Cathodic Protection.
7. All steel components shall be coated and cathodically protected prior to backfilling. Refer to Section 13 47 13, Cathodic Protection, and Section 09 97 13, Steel Pipeline Coating, for details.
8. All final tie-in connection points shall be soap tested at operating pressure.
9. Reference the Owner's Standard Drawings for Straight Tie-ins for PE Main to PE Main installation. For clarity, tracer wire and connections are not shown in the figures but are required.
10. For tie-in arrangements not covered in the Owner's Standard Drawings, refer to the project-specific drawings.

F. Temporary Bypasses:

1. Temporary bypasses shall be installed per the project drawings to prevent customer outages when performing a tie-in to a one-way natural gas feed.
2. Temporary bypass plans and details shall be submitted as a part of the startup plan.
3. Temporary bypasses shall be installed as per the Owner's Standard Drawings. If a temporary bypass is required but cannot conform to those shown in the Owner's Standard Drawings, an additional design is required and must be submitted for approval prior to installation.
4. The temporary bypass shall be pressure tested in its entirety, including the taps. The requirements in Article 3.06, Pressure Testing, shall be followed for the installation of all temporary bypass units.
5. To prevent unintended customer outages, RPR shall check valve positions within the applicable areas to ensure system conditions are understood just prior to installing a temporary bypass.
6. RPR shall coordinate with System Operations on all valve operations. Pressure gauges shall be installed as per the startup plan to monitor pressures during tie-in activities. The tie-in shall not proceed until this is completed.
7. Temporary bypasses shall be condemned per Article 3.08.E of this Section after the tie-in is complete.

8. All temporary bypasses shall have a NGUS submitted for record keeping once the tie-in is complete and the bypass has been condemned (as required by Article 1.05.A). The NGUS shall have proof of pressure testing (receipt printed from a Kuhlman Unit or RPR approved equivalent) for the pipe segment and tap tee that remains in service.
9. Refer to the Owner's Standard Drawings and material lists for a temporary bypass on a one-way natural gas feed for PE Pipe. For bypass arrangements not covered under these details, refer to the project-specific drawings.
10. If a temporary bypass will remain operable outside of normal working hours, or otherwise left unattended, RPR shall be consulted, and a plan put into place to protect and monitor the gas line.

3.04 BACKFILL

A. Backfilling shall be completed in accordance with Section 31 23 33, Trenching and Backfilling.

B. Backfill shall be free from any material that could cause damage to the pipe including, but not limited to, large rocks, sharp rocks, large dirt clods and/or any construction debris or trash.

C. Large rock is defined as having a diameter greater than two (2) inches. If a large rock is discovered during the excavation process, the Contractor shall use clean backfill, as defined in this Article.

D. In rocky excavation zones, a minimum of six (6) inches of clean and compacted fill material shall be installed prior to the pipe being lowered into the trench. The pipe is then installed, and side filled to the required trench width with clean and well-compacted fill material. Pipe shall be covered with a minimum of six (6) inches of clean and well-compacted fill material prior to final backfill.

E. Clean backfill is defined as native materials, manufactured fill and/or delivered soil containing a maximum particle size as indicated in Table No. 3. Maximum Particle Size for Backfill below or approved by the RPR.

Table No. 3. Maximum Particle Size for Backfill

Nominal Pipe Size (inches)	Maximum Particle Size Including Rocks (inches)
Up to 4	½
6-12	¾

F. Backfill shall be free from contaminants. If native material has smell, sheen, discoloration, debris or any uncommon substances, work shall stop immediately and the RPR shall be notified. All native materials shall be held on site in a manner to limit cross contamination.

G. Backfill and sidefill shall be well compacted around all pipe and components with special care taken not to damage the pipe and components during compaction. At a minimum, well compacted soil is defined as machine tamped.

H. Backfill shall be installed in a manner that protects the main from damage including, but not limited to, bends, crushing, gouges, and punctures.

I. Backfilling a trench/excavation in a non-paved area shall be well compacted in a manner to prevent future below grade settling. At a minimum, well compacted soil is defined as machine tamped in lifts no greater than twelve (12) inches.

J. Backfilling in a paved area shall be in compliance with TDOT, Town of Farragut, City of Knoxville and Knox County requirements as noted in the project drawings.

K. Warning tape shall be installed as stated in Article 3.02.A.

3.05 PIGGING

A. All main shall be pigged prior to pressure testing and introducing natural gas to the pipeline.

B. Main shall be pigged until proven to be clean and dry. Based on the last pig run, there shall be no loose debris and no free liquids. The RPR reserves the right to require additional pigging. The RPR may require additional pigs to be new and unused.

C. The RPR shall be notified, at a minimum, one full business day prior to pigging main(s). The RPR is required on site for the final pig run

D. Pigging shall be planned and performed in a manner to minimize additional fittings and pipe connection points.

E. The pig shall be caught as it exits pipe in a manner that ensures prevention of property damage, injury to employees, and injury to the public.

F. The inside of the main shall remain clean and dry after pigging is complete.

G. If any main ends are not tied up, a fused-on end cap shall be installed to assure the main stays clean of debris and liquids.

3.06 PRESSURE TESTING

A. Pressure testing shall be performed for all main and appurtenances after installation.

B. Prior to pressure testing, the pipe and its components being pressure tested shall be restrained against possible movement. Backfill is an appropriate restraint.

C. All main and appurtenances shall be pressure tested with inert gas or air free of contaminants to a minimum of 100 psig and a maximum of 110 psig. The pressure test shall establish an MAOP of sixty (60) psig and detect any potentially hazardous leaks.

D. Pressure testing shall be performed with a Kuhlman Unit or RPR approved device as outlined in Article 2.02.

E. Kuhlman unit or equivalent shall have GPS capabilities that can track latitude and longitude.

F. Kuhlman unit or equivalent shall be able to immediately print test results on paper receipt. Test receipt shall include the following information: street address, latitude / longitude, start / end time, start / end date, duration, initial and final pressures, pressure deviation, test medium, device serial number and calibration date.

G. Kuhlman unit or equivalent shall be labeled with last calibration date in a readily visible area. Units shall be calibrated within 365 calendar days from the last calibration date unless required earlier by the manufacturer. Calibration verification shall be maintained for a minimum of one year.

H. Pressure testing durations vary depending upon nominal pipe size and length. For pressure testing duration requirements, follow Table No. 4. Pressure Testing Durations for Mains.

Table No. 4. Pressure Testing Durations for Service Lines				
Pipe Length (feet)	Nominal Pipe Size (inches)			
	2 and smaller	4	8	12
0-50	15 min	15 min	15 min	30 min
51-250	15 min	30 min	1 hr	1 hr
251-500	30 min	30 min	2 hr	2 hr 15 min
501-1,000	1 hr	1 hr	4 hr	4 hr at 1.5 x MAOP + 5 hr at 60 psig
1,001-2,000	1 hr	2 hr	4 hr at 1.5 x MAOP + 4 hr at 60 psig	4 hr at 1.5 x MAOP + 14 hr at 60 psig
2,001-6,500	2 hr	GSE Plan Required	GSE Plan Required	GSE Plan Required
6,501-10,000	GSE Plan Required	GSE Plan Required	GSE Plan Required	GSE Plan Required

1. If the pipe length and size to be tested is not included in this Table, a plan for pressure testing shall be developed by the Owner as a part of the startup plan.
2. It is the Owner's intent to limit pressure tests for eight (8) inch and twelve (12) inch pipe to 2,000 feet or less. The Owner reserves the right to reject proposed pressure tests not within the limits of Table 4.
3. Pipe length includes the entire length to be tested in a single pressure test.

I. Pressure tests shall not be performed against active valves or squeeze-off tools.

J. Air or inert gas at sixty (60) psig shall remain within mains prior to introducing natural gas to the pipe.

K. Pressure test records proving a passing test shall be submitted to and approved by the RPR before natural gas is introduced into the main as discussed in Article 1.05.C. The Owner will not accept mains without signed documentation of a successful pressure test.

3.07 PURGING

A. The requirements in this Section shall be followed when purging natural gas from the main as well as introducing natural gas into main.

B. Removal of all ignition sources, and use of Flame Resistant (FR) Personal Protective Equipment (PPE) is required during purging activities.

C. Purging activities and purge point locations shall be performed as per the startup plan.

D. A fire extinguisher shall be manned and positioned upwind, if possible, from the purge point at all times during purging activities.

E. Natural gas shall be vented in a manner that is directed away from all ignition sources and done so to prevent natural gas from entering a structure.

F. Weather conditions shall be approved by the RPR for purging activities. Factors will include rain and wind conditions that could make purging unsafe for employees or the public.

G. Natural gas shall be vented using a vent no larger than 1 inch without prior approval from the Owner. Vents shall extend above head height [approximately six (6) feet above ground surface] for safe venting.

H. During purging, piping shall be grounded to eliminate static discharge.

I. The RPR must be notified no less than three (3) full business days prior to the start of any purging activities and the RPR must approve the request to purge.

J. The RPR shall be present for all purging activities. The purge shall be confirmed as complete by using a calibrated combustible gas indicator.

K. The RPR shall contact Systems Operations no less than thirty (30) minutes prior to starting purging activities.

L. Natural gas shall be purged from the lowest elevation point using air or inert gas to the highest elevation point when possible.

M. Tapping tee(s) and pipe used as purge points stall be pressure tested to the requirements in Article 3.06, Pressure Testing. All purge points and components that remain in service after the purge is complete shall have a NGUS submitted for record keeping. The NGUS shall have proof of pressure testing (receipt printed from a Kuhlman Unit or RPR approved equivalent) for the pipe segment(s) and tap(s) that remain(s) in service.

N. After natural gas has been introduced into the pipeline, all valve box lids shall be painted yellow to designate the main is now active.

3.08 CONDEMNATION

A. Mains:

1. The Contractor shall perform condemnation activities per the startup plan. Condemnation activities shall be performed in a manner to prevent customer outages. Condemnation shall occur only after proper purging as per Article 3.07, Purging.
2. The RPR shall be notified three (3) full business days prior to condemning a natural gas main.
3. To prevent unintended customer outages, the RPR shall coordinate with System Operations to check and confirm the position of all valves within the applicable areas and system conditions are understood just prior to condemnation activities. Pressure gauges shall be installed as per the startup plan to monitor pressures during condemnation activities.
4. Once natural gas has been purged from the main, a mechanical, weld or fusion cap sealing the pipe shall be installed. Cap shall be of the same material as the main being condemned, i.e., PE cap for PE main, metallic cap for metallic main, etc.

B. Valves and Valve Boxes:

1. Valves shall be condemned in place with the main, and the valve boxes shall be condemned by removing the valve box lid, demolishing, or removing the valve box top section and backfilling as required in Article 3.04, Backfill.
2. If valve boxes are not immediately demolished or removed when natural gas is purged from the main, valve box lids shall be painted white until demolishing.

C. Test Stations:

1. Test stations shall be condemned by cutting wires and removing test station housing.
2. If test station is housed in a valve box, the valve box shall be condemned by removing the valve box lid, demolishing or removing the valve box top section and backfilling as required in Article 3.04, Backfill.
3. If test stations housed in a valve box are not immediately demolished when the steel gas main is taken out of service, the valve box lids shall be painted white until demolishing.

D. Mains on Bridges:

1. Mains on bridges shall be condemned by physically removing all above ground main and its components. Fused, mechanical, or welded end caps shall be installed on the pipeline that is abandoned below ground.

E. Temporary Bypasses:

1. Temporary bypasses shall be condemned in closest proximity to the gas main while in accordance with manufacturers' squeeze off procedures [no less than twenty-six (26) inches from the outlet of the tee unless a valve is present] with a fusion end cap and an Owner supplied marker ball (Owner Item #363718) placed at the end of the piping.
2. Bypass piping shall be removed from the trench or have end caps fused on each end if abandoned in place.

3.09 CLEAN UP AND RESTORATION

A. The Contractor shall follow clean up and restoration requirements stated in Document 00 72 13, General Conditions – Construction Contract and Section 01 14 33, Work in Rights-of-Way.

3.10 CLOSEOUT ACTIVITIES

A. Submittals: Closeout submittals identified in Article 1.05 shall be provided to the Owner within the timeframes specified and summarized below:

1. NGUS – Submit to the RPR within forty-eight (48) hours of completed installation or condemnation.
2. Boring Profile – Submit to the RPR within two (2) business days of completed bore.
3. Pressure Test Records – Provide to the RPR for approval prior to being placed in service.

END OF SECTION

SECTION 33 52 16.29
POLYETHYLENE PIPING INSTALLATION FOR NATURAL GAS SERVICE LINES

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes:

1. The Work to be performed herein shall consist of the installation of new or reconnected medium density polyethylene (MDPE) iron pipe size (IPS) or Copper Tube Size (CTS) service lines operating at or below a maximum allowable operating pressure (MAOP) of sixty (60) pounds per square inch gauge (psig), which includes, but not limited to pipe and all appurtenances related to the construction of the service. All Work shall be performed in accordance with this Section in conjunction with all additional project drawings and standards and specifications that may or may not be referred to in this Section.
2. This Section is intended to meet or exceed the Code of Federal Regulations title 49 Part 192 – Transportation of Natural and Other Gases by Pipeline: Minimum Federal Safety Standards (hereafter referred to as "MFSS").

B. Related Requirements: Contract Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 specification sections, apply to this Section. In the event of a conflict between the referenced documents or other specifications, this specification shall take precedence.

1. Document 00 72 13, General Conditions – Construction Contract
2. Section 01 14 33, Work in Rights-of-Way
3. Section 01 35 23, Owner Safety Requirements
4. Section 01 41 00, Regulatory Requirements
5. Section 09 97 13, Steel Pipeline Coatings
6. Section 13 47 13, Cathodic Protection
7. Section 31 11 00, Clearing and Grading
8. Section 31 22 19, Finish Grading
9. Section 31 23 33, Trenching and Backfilling
10. Section 31 23 19.01, Dewatering
11. Section 31 41 00, Shoring
12. Section 33 05 07.23, Utility Boring and Jacking
13. Section 33 52 16.13, Steel Natural Gas Piping Construction

1.2 REFERENCES

A. Abbreviations and Acronyms:

1. ASTM – American Society for Testing and Materials
2. CFR – Code of Federal Regulations
3. D&A – Drug and Alcohol
4. EFV – Excess Flow Valve
5. FDC – Fire Department Connection
6. FR – Flame Resistant
7. GSE – Owner's Gas Systems Engineering Department

8. HDPE – High Density Polyethylene Pipe
9. IPS – Iron Pipe Size
10. MAOP – Maximum Allowable Operating Pressure
11. MDPE – Medium Density Polyethylene Pipe
12. MFSS – Minimum Federal Safety Standards
13. NGUS – Natural Gas Utility Sheet
14. OQ – Operator Qualifications
15. PE – Polyethylene
16. PHMSA – United States Pipeline and Hazardous Materials Safety Administration
17. PPE – Personal Protective Equipment
18. PSIG – Pounds per Square Gauge
19. PVC – Polyvinyl Chloride
20. RPR – Resident Project Representative
21. SCFH – Standard Cubic Feet per Hour
22. SDR – Standard Dimension Ratio
23. UV – Ultraviolet

B. Definitions:

1. Branched Service: A service line that has been tapped, teed, or split to feed two separate customers.
2. Business Days: Any reference to business days excludes Owner's holidays and weekends.
3. Butt Fusion: The method of joining polyethylene pipe where two pipe ends are heated to a molten state and rapidly brought together under pressure to form a homogeneous bond.
4. Depth: The distance from the top of the distribution line to finished grade.
5. Distribution Line: A pipeline other than a gathering or transmission line.
6. Electrofusion: The method of joining PE pipe using special fittings that have built-in electric heating elements which are used to weld the joint together.
7. IPS: Iron Pipe Size for PE pipe nominal inside diameters.
8. Main: A distribution line that serves as a common source of supply for more than one service line.
9. MFSS: Code of Federal Regulations title 49 Part 192 – Transportation of Natural and Other Gases by Pipeline: Minimum Federal Safety Standards.
10. New Service: A service line to a customer that is newly installed.
11. NGUS: A document to be filled out by the person(s) responsible for any work performed to a natural gas service line, a natural gas main that is 50 feet or less in length, a temporary bypass, or a test station.
12. Pipeline: All parts of those physical facilities through which natural gas moves in transportation, including pipe, valves, and other appurtenances attached to pipe, compressor units, metering stations, regulator stations, delivery stations, holders, and fabricated assemblies.
13. Reconnected Service Line: An existing service line that has been disconnected from a main and reconnected to the same or different gas main for purposes of pressure testing.
14. RPR: A resident project representative as defined within the Supplementary Conditions.
15. SDR: Ratio for PE pipe outside diameter divided by the minimum pipe wall thickness.
16. Service Line: A distribution line that transports gas from a common source of supply to a customer. A service line starts at the point of connection to the main and ends at the outlet of the customer meter or at the connection to a customer's piping, whichever is further downstream.
17. Saddle Fusion: The method of joining PE pipe using a fitting that fuses onto the side of the main pipe wall in a transverse orientation to the main pipe. The fitting and external surface of the main pipe are heated to the proper temperature and then pressed together to form the bond.
18. Socket Fusion: The method of joining PE pipe using a coupling with an inside diameter sized to the outside diameter of the pipe. A short length of outside surface of the pipe and the inside surface of the coupling are heated to a molten state. The pipe is then pressed into the opening of the coupling.

C. Reference Standards: The following specifications and standards of the organizations and documents listed in this paragraph form a part of the specification to the extent required by the references thereto. In the event the requirements of the following referenced standards and specifications conflict with the specification section, the requirement of this specification shall prevail. In the event the requirements of any of the following referenced standards and specifications conflict with each other, the more stringent requirement shall prevail.

1. ASTM
   a. Title F1563, Standard Specification for Tools to Squeeze-off Polyethylene (PE) Gas Pipe or Tubing.
   b. Title F1804, Standard Practice for Determining Allowable Tensile Load for Polyethylene (PE) has Pipe During Pull-in Installation.
2. PHMSA
   a. CFR Title 49 Part 192, Transportation of Natural and Other Gases by Pipeline: Minimum Federal Safety Standards.

1.3 ADMINISTRATIVE REQUIREMENTS

A. Project Plan:

1. The Contractor is responsible for developing a project plan for each project and collaborating with GSE to finalize the plan. The Contractor is responsible for managing the construction in accordance with the final project plan.
2. Any changes to the project plan shall be submitted to and approved by the Owner.
3. The Project Plan shall consist of a narrative and schedule (Gantt Chart) showing all construction activities from mobilization to substantial completion, i.e., the practices that will be employed on site and proposed order of events including installation, pigging, temporary bypasses for one-way feeds, pressure testing, purging natural gas into the new pipelines, performing final tie-ins to existing pipelines and condemning existing pipelines.
4. The Project Plan shall be project specific and address the approach to the entire project or individual zones of the project.
5. The Project may be divided into zones to limit customer impact on larger projects by completing smaller sections of the project from start to finish. Drawings included in the Project Plan will dictate the zone size and limits.

1.4 SUBMITTALS

A. Startup Plan: A separate startup plan is required three (3) business days prior to pigging, pressure testing, installing temporary bypasses, purging, and performing tie-ins.

B. List of Contractors/Subcontractors: A list of Contractors and Subcontractors that will be supporting the project shall be provided. This list will be used to ensure D&A Testing and Operator OQ have been completed/verified to be in accordance with requirements (outlined within Article 2.03 of this Section).

C. Bore Plan/Frac-Out Plan: If boring is included in the project scope, a frac-out plan shall be provided to the RPR for review prior to beginning boring.

D. Progress Schedule: The schedule shall show the order in which work will be completed. The schedule shall be reliable for the contractor or others to coordinate testing, inspection, and coordination of other/supporting contracts as applicable.

E. Erosion Control Plan: If erosion control is included in the project scope, a detailed plan with methods of erosion control that will be implemented and how it will be monitored shall be provided.

F. References and relevant work experience for Subcontractors: If subcontractors are used in support of the project scope, references or documents in support of the Subcontractors relevant work experience shall be provided.

G. Material Submittals: Materials not supplied through Owner Storerooms shall be submitted to the Owner for approval for use to GSE prior to construction of the pipeline.

1.5 CLOSEOUT SUBMITTALS

A. NGUS:

1. NGUS shall be submitted to the Owner within forty-eight (48) hours of commissioning.
2. A neat and legible NGUS is required for any work performed on a service line.
3. The NGUS for each service line shall be filled out in its entirety as applicable to the work completed. The drawing section of the NGUS shall contain measurements for pipe length, component locations, and using permanent structures to locate the pipe and components for future reference.
4. The NGUS shall be completed in its entirety and submitted in accordance with the NGUS procedure.
5. All deviations, approved by the RPR, from this Section shall be documented on the NGUS.
6. All pressure test documentation shall be signed by the qualified person responsible for performing the pressure test and attached (taped) to the NGUS for each individual service line.

B. Boring Profile:

1. If required per the project scope, a final boring profile (electronic is preferred) shall be submitted to the RPR within two (2) business days of completed bore.
2. The electronic format shall consist of, at a minimum, a table illustrating pitch and depth for the length of every other rod for crossings including, but not limited to, creeks, railroads, railroad spurs, intersections, road crossings and/or when pipe is installed outside of the specified requirements in Article 3.03, A Depth.

C. Pressure Test Records:

1. Proof of pressure testing (receipt printed from a Kuhlman Unit or approved equivalent) shall be attached to the NGUS and submitted to the RPR for approval after testing requirements have been completed. Upon approval, natural gas may be introduced to the service line.
2. All pressure test documentation shall be signed by the qualified person responsible for performing the pressure test.

1.6 DELIVERY, STORAGE, AND HANDLING

A. PE pipe and components must be stored to prevent damage from ultraviolet (UV) rays. PE pipe and components with a print line dating back further than 729 calendar days shall not be installed, unless approved by the Owner.

B. PE pipe may be stored by stacking, but only permitted if stacked pipe is lying flat.

C. When PE pipe is transported, it must be loaded, transported, and unloaded in a manner to prevent damage.

D. PE pipe shall be stored with manufacturer end caps in place.

E. When transporting pipe segments, pipe shall not be dragged across any type of hard surface such as pavement or rocks without protection from damage. The RPR reserves the right to reject any pipe dragged across any type of pavement, rocks, or other hard surfaces.

PART 2 – PRODUCTS

2.1 MATERIAL REQUIREMENTS

A. As discussed in Article 1.04 of this Section, materials not supplied through Owner Storerooms shall be submitted to the Owner for approval prior to construction of the pipeline.

B. Break away weak link devices other than Condux International products shall be submitted to the Owner for approval prior to use.

C. Only IPS PE pipe shall be installed for natural gas service lines, unless approved by the RPR.

D. Threaded connections for Meter Valves shall be tightened according to manufacturer's installation procedures with a sealing compound containing Teflon (Owner Item #360800).

2.2 EQUIPMENT

A. All equipment shall be properly calibrated per the Manufacturer's guidelines.

B. Pressure testing shall be performed with a Kuhlman Unit or RPR approved device.

C. All equipment used for the fusion process shall be properly maintained and documentation kept per CFR 192.756.

2.3 QUALITY CONTROL/QUALITY ASSURANCE

A. PHMSA D&A Testing: All Contractors and Subcontractors working on the Owner's natural gas system will be required to have a D&A Program that meets PHMSA requirements. The Contractor shall coordinate with the Owner's Occupational Health organization to compete verification.

B. OQ: Before beginning any work on the Owner's natural gas system all Contractors and Subcontractors shall complete training and qualification in accordance with the Owner's Natural Gas OQ Plan.

C. Tests and Inspections: A self-performed thorough inspection of the pipe and components shall be conducted to guarantee quality assurance prior to installation and backfilling. Any damage to the pipe shall be communicated to the RPR for review prior to installation. If found after installation, damages shall be reported immediately to the RPR. Natural gas shall not be introduced into the pipe without the RPR's approval after review of the damages. In the event damage (e.g., scratches, gouges, and deformation from stressing the pipe) is present and the pipe wall thickness is compromised greater than 10%, the damaged section shall be cut out and not used. The RPR reserves the right to fail segments or sections of damaged pipe or components. Damaged sections shall be replaced.

PART 3 – EXECUTION

3.1 GENERAL REQUIREMENTS

A. Service lines shall not be installed under buildings, permanent structures, or future/proposed structures.

B. Service lines shall be installed below ground, in the most direct or shortest path feasible between the gas main and the meter location, and in accordance with the project drawings. Where possible, the service line should be installed perpendicular to the main.

C. Service lines larger than 2-inch nominal diameter shall be installed according to Section 33 52 16.23, Polyethylene Piping Installation for Natural Gas Mains with exception to pressure testing times, which will be completed according to this specification.

D. Installation methods for placing a tensile load on the PE pipe shall be done in accordance with ASTM F1804.

E. All pipe fusion connections shall be allowed to cool as required by the Owner's joining procedures for socket or saddle fusion prior to lowering the pipe into the trench and/or excavation to eliminate stress on the fused connections.

F. All PE-to-PE pipe connections shall be made by socket fusion, saddle fusion, or electrofusion. Butt fusion shall be acceptable only for pipe larger than 2-inch nominal diameter, and shall be installed per Section 33 52 16.23, Polyethylene Piping Installation for Natural Gas Mains.

G. New service lines shall not be connected to any existing service lines. If a branched service line is discovered, it shall be split into two separate service lines, unless both service lines are on one property with one owner.

H. After installation, all service lines shall be confirmed as locatable by tracer wire by the RPR. Unlocatable service lines will not be accepted.

I. Service lines that do not have meters installed upon completion of installation shall have a lock (Owner Item #585971) installed on the meter valve, along with a blind flange for flanged valves or a plug for threaded valves.

3.2 INSTALLATION METHODS

A. Open Trench:

1. Trenching shall be completed in accordance with this section, as well as Section 31 23 33, Trenching and Backfilling.
2. Service lines shall be laid and continuously supported on undisturbed or well-compacted soil. At a minimum, well-compacted soil is defined as machine tamped. PE piping shall not be laid on blocks, rocks, or large dirt clods. Refer to Article 3.04 Backfill for defined backfill requirements.
3. Service lines shall be installed along the bottom of the trench to accommodate for expansion and contraction.
4. When fusing coil pipe to coil pipe, join the coils so the curvature of one coil is directly opposite to the curvature of the other coil to minimize bending stresses at the joint.
5. Prior to backfilling, the trench shall be examined to ensure the service line is continuously supported at all points.
6. A twelve (#12) gauge solid copper tracer wire (Owner Item #383448) shall be installed within six (6) inches of the service line.

7. Warning tape (Owner Item #371534) shall be installed six (6) to twelve (12) inches below existing or proposed final grade directly above the PE service line.
8. The trench width shall be wide enough to allow for inspection once the pipe is lowered into the trench as well as for compaction around the pipe to prevent trench settlement. The minimum requirements for trench width are in Table No. 1. Minimum Trench Width.

Table No. 1. Minimum Trench Width		
	Trench Width (inches)	
Pipe Size (inches)	Soil (minimum)	Rock (minimum)
½ - 1	4	6
1 ¼ - 2	4	6

9. When lowering pipe and/or components into the trench and/or excavations, the pipe shall not be subjected to excessive twisting and/or bending stresses. At lower temperatures, flexibility of the pipe is greatly reduced and could potentially be damaged by excessive force.

10. The RPR reserves the right to reject any and all pipe and/or components that may have been compromised due to excessive stresses.

B. Horizontal Directional Drilling (Boring):

1. PE pipe installed by horizontal directional drilling shall have a twelve (#12) gauge copper-clad steel tracer wire (Owner #363069) pulled with the pipe. Multiple tracer wires (no less than 2) should be pulled together in the event a tracer wire breaks during installation ensuring the natural gas service line is locatable after installation.
2. A frac-out plan shall be provided to the RPR for review prior to boring (as discussed in Article 1.04 of this Section). All materials and equipment to mitigate a frac-out, as stated in the frac-out plan, shall be readily available on site prior to beginning the bore. If a frac-out occurs, the frac-out plan shall be immediately implemented, followed by immediate notification to the RPR.
3. When pulling the pipeline back through a reamed borehole, the tensile loads in Table No. 2. Maximum Allowable Tensile Loads shall not be exceeded.

Table No. 2. Maximum Allowable Tensile Loads				
Nominal Pipe Size (inches)	Allowable Tensile Load (pounds)	Swivel Size (millimeters)	Pin Rating (pounds)	Pin Color
½	181	22	150	Slate/Violet
1	444	22	400	Blue/Black
1 ¼	770	22	750	Orange/Violet
2	1,441	22	1,400	Green/Red

4. The RPR shall be notified one full business day prior to pull back operations and may require on-site presence during pull back operations.
5. An appropriately sized Condux International, Inc break away swivel weak link shall be used during pull back activities. Break away weak link devices other than Condux International products shall be submitted to the Owner for approval prior to use as discussed in Article 2.01 of this Section.

C. Plowing:

1. PE pipe installed by plowing shall not be larger than 1-inch in nominal diameter and shall have #12-gauge copper-clad steel tracer wire (Owner Item #363069) installed with the pipe.
2. When plowing in the service line, the tensile loads in Table No. 2. Maximum Allowable Tensile Loads shall not be exceeded. To prevent exceeding the maximum allowable tensile loads, an appropriately sized Condux International, Inc breakaway swivel weak link shall be used.

D. Insertion (Sleeving):

1. Installing PE pipe by insertion will only be permitted if the casing pipe has a minimum of one (1) inch nominal diameter and is no shallower than twelve (12) inches deep at any location, unless approved by the RPR.
2. IPS pipe shall be used on all new service lines installed by insertion, unless approved by the RPR.
3. Prior to inserting the new PE pipe into the existing pipe, all sharp edges of the casing pipe shall be dulled.
4. After fully inserting the PE pipe into the casing pipe, 50 Grit Emery Cloth (Owner Item #370023) shall be installed between the carrier pipe ends and the casing pipe with the smooth side facing the carrier pipe and the rough side facing the casing pipe and taped in place with Tapecoat H50 Gray Tape (Owner Item #360671 or #360682) to seal the casing ends and prevent damage during expansion and contraction of the PE service line.
5. All inserted service lines shall be made locatable by cad welding tracer wire to the metallic casing pipe, with the exception of 7/8" extruded pipe, in which case clamps shall be used.
6. After installation, inserted service lines shall be confirmed as locatable by tracer wire by the RPR. Unlocatable inserted service lines will not be accepted by the Owner.

3.3 INSTALLATION REQUIREMENTS

A. Depth:

1. Service lines shall be installed within the depths illustrated in Table No. 3. Service Line Installation Depths.

Table No. 3. Service Line Installation Depths

Nominal Pipe Size (inches)	City/County/State Right-of-Way		Customer Property/Owner Easement	
	Minimum (inches)	Maximum (inches)	Minimum (inches)	Maximum (inches)
½ - 1	36	60	18	60
1-¼ - 2	36	60	24	60

2. If depth requirements cannot be met, approval shall be obtained from the RPR on an individual service line basis, prior to installation. Service lines installed shallower than the depth specified may be required to have additional protective measures.
3. Service lines installed shallower than the minimum or deeper than the maximum depth shall be noted on the NGUS.
4. Prior to connecting a service line to a main, the depth of the main shall be confirmed to meet the MFSS minimum depth of 24 inches. If the natural gas main does not meet the MFSS minimum depth requirements, the RPR shall be contacted prior to connecting the service line to the main as additional measures may be required to protect the connection.

B. Clearances and Crossings:

1. Each service line should be installed with at least twelve (12) inches of clearance from any other utility or existing or proposed above-ground structure including but not limited to buildings, retaining walls, and any below grade footing and/or foundation(s). If twelve (12) inches of clearance cannot be obtained, protection from potential damage is required, the proposed clearance shall be approved by the RPR prior to installation and documented on the NGUS.
2. Natural gas service lines shall not be installed directly above or below any other underground utility in parallel sequence, even if twelve (12) inches of clearance can be maintained.
3. Third-party utility owners, such as natural gas, petroleum, steam, and intercontinental utilities, have special requirements when crossing their infrastructure. When encountered, the Owner shall obtain written permission prior to crossing a third-party utility. Service lines shall be installed based on the third-party special requirements.
4. When crossing a heat source, including but not limited to a steam line, installation of PE pipe shall follow the utility crossing detail, Figure No. 1: Crossing a Heat Source in Section 33 52 16.23, Polyethylene Piping Installation for Natural Gas Mains.

C. Service Line Tap:

1. The critical stress area for PE service lines is at the tapping tee. This section of pipe shall be protected for all service lines by using the support sleeve included with the tapping tee for PE mains, even if the service line is looped. The support sleeve shall be installed on all service lines without a shut off valve.
2. If the tapping tee assembly does not have a support sleeve with it, a two (2) inch diameter, twelve (12) to eighteen (18) inches long PE pipe shall be used as a support sleeve for half (½) inch, one (1) inch, and one and a quarter (1-1/4) inch service lines. For service lines two (2) inch and larger, consult with RPR.
3. Backfill shall be well compacted around the tapping tee to provide sufficient support and special care taken not to damage the tapping tee and pipe during compaction.
4. If the new PE service line is to be installed by a Contractor and connected to steel main, the Owner's Underground Construction Department shall install the tapping tee and perform the main tap.
5. Service line connections to PE main, by use of tapping tees, shall be located on top of the main.
6. Service line connections to PE mains must be allowed to completely cool before either pressure testing the service line in accordance with the Owner's standards and specifications or tapping the main if the service line and main are pressure tested together.
7. Tapping tee caps shall be tightened according to the manufacturer's specifications.

D. Service Line Shut Off Valve:

1. Service line shut off valves shall be installed on all residential services larger than one (1) inch nominal diameter, for all service lines with a ten (10) psig MAOP, and all commercial services.
2. The service line shut off valve shall be installed at the tapping tee, unless approved by RPR.
3. Service line shut off valves shall not be installed in existing or proposed pavement, unless stated in project drawings or approved by RPR.
4. When installing a service line shut off valve, the valve box shall be installed per Article 3.03.F, Valves and Boxes.
5. Valve requirements for each natural gas service type are outlined in Table No. 4. Shut Off Valve and Excess Flow Valve Requirements by Service Type.

Table No. 4. Service Line Installation Depths		
Service Type	**Shut Off Valve**	**Excess Flow Valve**
A single service line to a Single-Family Residence with a diameter of 1 inch or smaller (See Table No. 5)	No	Yes
A single service line to a Single-Family Residence with a diameter greater than 1 inch (See Table No. 5)	Yes	Yes
A single service line to a Multi-Family Residence with known customer loads less than or equal to 1,000 SCFH (See Table No. 6)	Yes	Yes
A single service line to a Multi-Family Residence with known customer loads greater than 1,000 SCFH	Yes	No
A single, commercial customer served by a single service line with a known customer load less than or equal to 1,100 SCFH (See Table No. 6)	Yes	Yes
A single, commercial customer served by a single service line with a known customer load greater than 1,000 SCFH	Yes	No
A service line to multiple commercial customers served by a single service line	Yes	No
A service line operating with a 10 psig MAOP serving any customer(s).	Yes	No

E. Excess Flow Valves:

1. Excess flow valves (EFV) shall be installed with twenty-six (26) inches of pipe from the outlet of the tapping tee to the fused-on EFV connection. Table No. 4. Shut Off Valve and Excess Flow Valve Requirements by Service Type, illustrates valve requirements for each natural gas service type.
2. EFV size shall be determined by the Owner and is defined in the project drawings. If the existing site conditions have changed between the time the project drawings were developed and the work is to be performed, the Contractor shall cease work and notify the RPR for clarification prior to continuing work.
3. The EFV nominal diameter shall match the nominal diameter for the entire service line. Mismatching nominal diameters between the EFV and service line shall not be permitted unless instructed to do so by the Owner on a case-by-case basis.
4. EFV's shall not be installed on services operating at or below ten (10) psig.
5. Only heat fused EFVs shall be installed.
6. All service lines with an EFV installed shall have a tag or other Owner-approved EFV label attached to the riser. The tag or label shall be visible in plain sight for field verification of the EFVs presence.
7. The diameter and flow rating of the EFV installed shall be recorded on the NGUS.
8. Service lines taken out of service (disconnected from the gas main) and reconnected to a gas main shall have a new EFV installed or documented verification of existing EFV, even if the service line is not replaced.

F. Anodeless Riser:

1. Only anodeless risers shall be installed on PE service lines.
2. Anodeless risers shall not be installed on any metallic service lines.
3. Reconnected PE service lines shall not be placed back into service with a steel riser.
4. Risers shall be installed according to the project drawings, job package, or job site markings. Conditions may change on site in between project planning and construction. Risers shall not be installed in proposed locations not in compliance with this Section. If site conditions have changed, RPR shall be notified and will provide the Contractor with instructions on how to proceed.

5. Risers shall be installed in a readily accessible, outdoor, ventilated, and aboveground location to ensure proper venting of the relief assembly. The location should be free of trees, shrubs, and any other items that will prevent accessibility for maintenance activities.
6. Risers shall be installed to allow gas to readily ventilate. Locations to avoid installation include, but are not limited to, areas directly below roof valleys, roof downspouts, decks, or building overhangs.
7. Risers shall not be installed such that the relief assembly will be located within three (3) feet from any opening that could allow escaping natural gas to enter a structure without RPR approval. Openings include, but are not limited to, dryer, furnace, or foundation vents and fresh air intakes.
8. Risers shall not be installed under or immediately in front of first floor operable windows.
9. Risers shall not be installed such that the relief assembly will be located within 3 feet of any ignition sources including, but not limited to, air conditioners, furnaces and electrical circuits, breaker boxes, meters, and receptacles, without RPR approval.
10. Risers shall not be installed within ten (10) feet of fire department connection (FDC), under stairways or other structure openings that may be utilized as emergency exits.
11. Risers should not be installed near any type of driveway or location where it is likely to be struck by a motor vehicle. If a riser is installed near a driveway or such location, protective bollards shall be installed. Reference Article 3.03.G for bollard installation.
12. Manufacturer bent anodeless risers shall be installed for riser sizes less than 2-inch nominal diameter.
13. When installing the riser, do so in a manner where the riser and fuel line piping (not the PE service line) supports the weight of the meter.
14. Risers requiring cathodic protection shall not be installed unless instructed to do so by the Owner.
15. Risers shall be installed in relation to the fuel line and building according to Table No. 5 below.

Table No. 5. Location for Riser Installation

Riser Size* (inches)	Distance to Building Wall (inches)	Distance to Fuel Line (inches)
¾ (250 Meter)	12-18	18
1 ¼ (250 Meter)	12-18	18
1 ¼ (425 Meter)	12-18	24
1 ¼ (8C and 11C Meter)	18-24	36
2 (2M and 3M Meter)	18-24	36
2 (5M and 7M Meter)	18-24	72

*Contact Owner for installation details for meters larger than 7M

16. Risers shall be installed through a PVC, MDPE or HDPE pipe as a protective sleeve that is a minimum of four (4) inches long installed two (2) inches below the transition on the riser. See Table No. 6 for appropriately sized protective sleeves.

Table No. 6. Protective Sleeve Sizes for Risers

Riser Size (inches)	Protective Sleeve Diameter (inches)
¾	2
1 ¼	3
2	3

17. Anodeless risers are marked with the correct burial depth, noted as "GROUND LEVEL HERE." Anodeless risers installed at a depth where the marking is not visible shall be presented to the Owner to review for acceptance.
18. The riser shall be installed to be vertically plumb.

G. Meter Valve:

1. The meter valve (meter cock) shall be installed in the field. Meter valves installed on the riser by the manufacturer are not permitted.
2. The operating nut for the meter valve shall be on the outside of the proposed meter set with the locking mechanism facing away from the building.
3. Threaded connections shall be tightened according to manufacturer's installation procedures with a sealing compound containing Teflon (Owner Item #360800) as outlined in Article 2.01.
4. Threads must be sealed with solid, liquid, paste, or tape sealants for consistent sealing.
5. Threaded connections shall be soap-tested for leaks during the pressure test (discussed further in Article 3.06.

H. Services:

1. Services are placed into three categories:
   a. Single-Family Residential Services:
   b. Multi-Family Residential and Commercial Services
   c. Downtown Multi-Family Residential and Commercial Services:
2. All service lines shall be constructed in accordance with the standard drawings provided in the Owner's Standard Drawings based on the service type and size of the service line and riser.
3. Service valve and EFV requirements for each service type are defined in Article 3.3.D Table 4.

I. Valves and Boxes:

1. Valves and boxes shall be installed in accordance with the drawing and material lists provided in the Owner's Standard Drawings.
2. Tracer wire shall be looped.

J. Bollards:

1. Bollards (protective posts) shall be installed in areas where vehicular damage to a riser or meter may occur.
2. The quantity and arrangement of bollards shall be based on the size of the meter center and shall be installed according to the project drawings or as directed by the Owner.
3. Bollards shall be concrete filled 4-inch diameter schedule 40 steel, 8 feet long. Each bollard shall be installed 4 feet below grade in an 18-inch diameter concrete filled hole and 4 feet above grade and painted yellow.
4. Bollards shall be installed in accordance with the Owner's applicable Construction Guide.

3.4 BACKFILL

A. Backfill shall be free from any material that could cause damage to the pipe including, but not limited to: refuse, large rocks, sharp rocks, large dirt clods, and/or any construction debris or trash.

B. Large rock is defined as having a diameter greater than 2 inches. If a large rock is discovered during the excavation process, the Contractor shall use clean backfill as defined in this Article.

C. In rocky excavation zones, a minimum of 6 inches of clean and well-compacted fill material shall be installed prior to the pipe being lowered into the trench. The pipe is then installed and side filled to the required trench width with clean and compacted fill material. Pipe shall be covered with a minimum of 6 inches of clean and well-compacted fill material prior to final backfill.

D. Clean backfill is defined as native materials, manufactured fill and/or delivered soil containing a maximum particle size of ½-inch diameter.

E. Backfill shall be free from contaminants. If native material has smell, sheen, discoloration, debris or any uncommon substances, work shall stop immediately and the RPR shall be notified. All native materials shall be held on site in a manner to limit cross contamination.

F. Backfill and side fill shall be well compacted around all PE pipe and components with special care taken not to damage the service line during compaction. At a minimum, well compacted soil is defined as machine tamped.

G. Backfill shall be installed in a manner that protects the service line from damage including but not limited to bends, crushing, gouges, and punctures.

H. Backfilling a trench/excavation in a non-paved area shall be well compacted in a manner to prevent future below grade settling. At a minimum, well compacted soil is defined as machine tamped in lifts no greater than twelve (12) inches.

I. Backfilling in a paved area shall be in compliance with TDOT, Town of Farragut, City of Knoxville, and Knox County requirements as noted in the project drawings.

J. Warning tape should be installed as stated in Article 3.02.A.

3.5 PIGGING

A. Service lines with a nominal diameter of two (2)-inch or larger and longer than fifty (50) feet shall be pigged prior to pressure testing and introducing natural gas to the service line.

B. Pigged service lines shall be pigged until proven to be clean and dry. Based on the last pig run, there shall be no loose debris and no free liquids. The RPR reserves the right to require additional pigging. The RPR may require additional pigs to be new and unused.

C. The RPR shall be notified, at a minimum, one full business day prior to pigging a service line. The RPR is required on site for the final pig run.

D. Pigging shall be planned and performed in a manner to minimize additional fittings and pipe connection points.

E. The Pig shall be caught as it exits pipe in a manner that ensures prevention of property damage, injury to employees, and injury to the public.

F. The inside of the service line shall remain clean and dry after pigging is complete.

G. If a service line is not connected to the main immediately, a fused-on end cap shall be installed to assure the service line stays clean of debris and liquids.

3.6 PRESSURE TESTING

A. Pressure testing shall be performed for every service line and its components installed, including the service line connection to the main, whether the service line is newly installed or being tied over to a newly installed natural gas main.

B. If a service line is disconnected from the main, it shall pass a pressure test before having natural gas reintroduced.

C. Prior to pressure testing, the Pipe and its components being pressure tested shall be restrained against possible movement. Backfill is an appropriate restraint.

D. Every service line shall be pressure tested with inert gas or air free of contaminants to a minimum of 100 psig and a maximum of 110 psig. The pressure test shall establish an MAOP of 60 psig and detect any potentially hazardous leaks.

E. Pressure testing shall be performed with a Kuhlman Unit or RPR approved device as outlined in Article 2.02.

F. Kuhlman unit or equivalent shall have GPS capabilities that can track latitude and longitude.

G. Kuhlman unit or equivalent shall be able to immediately print test results on paper receipt. Test receipt shall include the following information: street address, latitude / longitude, start / end time, start / end date, duration, initial and final pressures, pressure deviation, test medium, device serial number and calibration date.

H. Kuhlman unit or equivalent shall be labeled with last calibration date in a readily visible area. Units shall be calibrated within 365 calendar days from the last calibration date unless required earlier by the manufacturer. Calibration verification shall be maintained for a minimum of one year.

I. Pressure testing durations vary depending upon nominal pipe size and length and differ from mains due to closer proximity to structures.

J. Pressure testing durations vary depending upon nominal pipe size and length. For pressure testing duration requirements, follow Table No. 7. Pressure Testing Durations for Service Lines.

Table No. 7. Pressure Testing Durations for Service Lines

Service Line Length (feet)	Nominal Pipe Size (inches)	
	½ or 1	2
0-50	15 minutes	15 minutes
51-250	15 minutes	15 minutes
251-500	15 minutes	30 minutes
501-1000	15 minutes	1 hour

1. If the pipe size being tested is not included in this table, but in between ½-inch and 2-inch pipe, use the test times for the next largest size pipe.
2. If the pipe length to be tested is not included in this table, the pressure test time must be approved by the Owner.
3. Pipe length includes the entire length to be tested in a single pressure test.

K. Pressure tests shall not be conducted against active valves or squeeze-off tools.

L. The pressure test shall be performed on the same day the service line is put into service or a fused cap must be installed to seal the pipe, and air or inert gas at 60 psig shall remain within service line prior to introducing natural gas to the pipe.

M. Service lines may be pressure tested with the main only in situations where the service line being pressure tested is fully installed. Service lines may not be installed and pressure tested in a manner to where the service line has multiple pressure test records (i.e., tap with active service stub and service line with riser). The pressure test for the service line shall cover the service line from tap to riser unless approved by RPR.

N. During the pressure test, the meter valve shall also be soap tested to confirm there are no leaks.

O. If connecting to an existing piping, final connection point shall be soap tested at the service line's operating pressure.

P. A signed printout documenting a successful pressure test shall be attached to the NGUS for the service line as discussed in Article 1.05.C. The service line shall not be placed into service without signed documentation of a successful pressure test. The Owner will not accept service lines without signed documentation of a successful pressure test.

3.7 PURGING

A. Removal of all ignition sources, and use of Flame Resistant (FR) Personal Protective Equipment (PPE) is required during purging activities.

B. Purging activities and purge point locations shall be performed as per the startup plan.

C. A fire extinguisher shall be manned and positioned, upwind, from the purge point at all times during purging.

D. Natural gas shall be vented in a manner that is directed away from all ignition sources and done so to prevent natural gas from entering a structure.

E. Weather conditions shall be approved by the RPR for purging activities. Factors will include rain and wind conditions that could make purging unsafe for employees or the public.

F. During purging, the riser shall be grounded to the soil with a minimum of twelve (#12) gauge solid or stranded wire with alligator clips/clamps, along with a grounding rod. Attach a ground wire to meter valve or purge stack to ensure proper grounding.

G. The RPR must be notified no less than three (3) full business days prior to the start of any purging activities and the RPR must approve the request to purge.

H. The RPR shall be present for all purging activities. The purge shall be confirmed as complete by using a calibrated combustible gas indicator.

I. The RPR shall contact Systems Operations no less than thirty (30) minutes prior to starting purging activities.

J. If the service line has an EFV, confirm the EFV is operating properly during the purge.

K. The purge shall be confirmed as complete by using a calibrated combustible gas indicator.

3.8 CONDEMNATION

A. Service Lines:

1. Service lines shall be condemned in closest proximity to the gas main while in accordance with manufacturers' squeeze off procedures for PE service lines [no less than twenty-six (26) inches from the outlet of the tee unless a valve is present] and sealed with an approved cap as identified in Table No. 8. Approved Caps for Condemning Services Lines.

Table No. 8. Approved Caps for Condemning Service Lines		
Service Line Size and Type	**Owner Item #**	**Description**
⅞-inch XT Steel	363630	⅞-inch Stainless Steel Swage Lock Cap
½-inch CTS PE	362101	½-inch CTS PE Socket Fusion Cap
½-inch IPS PE	383802	½-inch IPS PE Socket Fusion Cap
¾-inch IPS PE	372037	¾-inch IPS PE Socket Fusion Cap
1-inch IPS PE	370155	1-inch IPS PE Socket Fusion Cap
1-¼-inch IPS PE	386011	1-¼-inch IPS PE Socket Fusion Cap
2-inch IPS PE	383646	2-inch IPS PE Socket Fusion Cap
¾-inch Steel	372516	¾-inch Steel Compression Cap
1-inch Steel	362681	1-inch Steel Compression Cap
1-¼-inch Steel	363770	1-¼-inch Steel Compression Cap
2-inch Steel	364059	2-inch Steel Compression Cap

2. The RPR shall be notified three (3) full business days prior to condemning a natural gas main.
3. Condemned service line pipe length (i.e., point of disconnect to the riser location) and pipe length remaining shall be documented on a NGUS.
4. Condemned service line pipe shall be purged of gas from the point of disconnect to the riser with air or inert gas.
5. The riser shall be cut off a minimum of three (3) inches below ground and sealed with a cap from Table 10 or hard stopper unless it is in pavement/concrete, then it shall be cut off at grade level and sealed with a hard stopper or foam pack.
6. Condemned service line pipe shall be sealed at the main end using an approved cap identified in Table 10 above based on material type.
7. A 3M EMS 4" Extended Range Five (5) feet Ball Marker – Gas 1405-XR (Owner Item #363718) shall be placed at the end of the active service line remaining unless deeper than five (5) feet deep. If the active service line is deeper than five (5) feet, the Ball Marker shall be placed five (5) feet deep directly above the fused cap of the active service line.
8. When steel main is not scheduled to be condemned as part of the project, all steel mains exposed during a service line condemn shall be coated and cathodically protected prior to backfilling. In addition, corrosion observations shall be performed and documented. Reference Section 13 47 13, Cathodic Protection and Section 09 97 13, Steel Pipeline Coatings for details.

B. Service Line Valves:

1. If condemnation of the service line valve is required, service line valves shall be condemned by removing the valve box lid, demolishing or removing the valve box top section and backfilling as required by Article 3.04.

3.9 CLEAN UP AND RESTORATION

A. The Contractor shall follow clean up and restoration requirements stated in Document 00 72 13, General Conditions – Construction Contract and Section 01 14 33, Work in Rights-of-Way.

3.10 CLOSEOUT ACTIVITIES

A. Submittals: Closeout submittals identified in Article 1.05 shall be provided to the Owner within the timeframes specified and summarized below:

1. NGUS – Submit to Owner within forty-eight (48) hours of commissioning.
2. Boring Profile – Submit to Owner within two (2) business days of completed bore.
3. Pressure Test Records – Provide to the RPR for approval prior to being placed in service.

END OF SECTION

STANDARD SPECIFICATIONS

FOR

WATER SYSTEM CONSTRUCTION

WS 06 0327

NORTHEAST KNOX UTILITY DISTRICT

CORRYTON, TENNESSEE

DW 2021-0177

APPROVED FOR CONSTRUCTION

THE DOCUMENT BEARING THIS STAMP HAS BEEN RECEIVED AND **REVIEWED BY THE**

TENNESSEE DEPT. OF ENVIRONMENT & CONSERVATION

DIVISION OF WATER RESOURCES

AND IS HEREBY APPROVED FOR CONSTRUCTION BY THE COMMISSIONER

02/18/2021

THIS APPROVAL SHALL NOT BE CONSTRUED AS CREATING A PRESUMPTION OF CORRECT OPERATION OR AS WARRANTING BY THE COMMISSIONER THAT THE APPROVED FACILITIES WILL REACH THE DESIGNED GOALS.

APPROVAL EXPIRES FIVE YEARS FROM ABOVE DATE

PREFACE

The Standard Specifications have been prepared to complement the Standard Detail Drawings and to provide the qualitative requirements for products, materials and workmanship for construction of additions to and replacements of the the water distribution system which is to be operated by the Northeast Knox Utility District. These Standard Specifications are only to be used for projects with Drawings which have been approved by the Tennessee Department of Environment and Conservation, Division of Water Supply as prepared by the Northeast Knox Utility District, by its design consultant, or by a developer's engineer, whose Drawings must first be approved by the Northeast Knox Utility District. All references in these Standard Specifications to "Engineer" and "Owner" shall mean the Northeast Knox Utility District. These Standard Specifications are subject to revision for a specific project, with such revisions identified in the Bidding Requirements and Special Conditions document prepared by the Northeast Knox Utility District or its design consultant, or with such revisions noted on the Drawings approved by the Northeast Knox Utility District.

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SECTION 02110
Clearing and Grubbing

PART 1 GENERAL

1.01 SCOPE

A. Clearing and grubbing includes, but is not limited to, removing from the Project site, trees, stumps, roots, brush, structures, abandoned utilities, trash, debris and all other materials found on or near the surface of the ground in the construction area and understood by generally accepted engineering practice not to be suitable for construction of the type contemplated. Precautionary measures that prevent damage to existing features to remain is part of the Work.

B. Clearing and grubbing operations shall be coordinated with temporary and permanent erosion and sedimentation control procedures.

1.02 QUALITY ASSURANCE

A. The Contractor shall comply with applicable codes, ordinances, rules, regulations and laws of local, municipal, state or federal authorities having jurisdiction over the Project. All required permits of a temporary nature shall be obtained for construction operations by the Contractor.

B. Open burning, if allowed, shall first be permitted by the local authority having jurisdiction. The Contractor shall notify the local fire department and abide by fire department restrictions.

1.03 JOB CONDITIONS

Location of the Work: The area to be cleared and grubbed is shown schematically on the Drawings or specified below. It includes all areas designated for construction.

PART 2 PRODUCTS

2.01 EQUIPMENT

The Contractor shall furnish equipment of the type normally used in clearing and grubbing operations including, but not limited to, tractors, trucks and loaders.

PART 3 EXECUTION

3.01 SCHEDULING OF CLEARING

A. The Contractor shall clear at each construction site only that length of the right-of-way, permanent or construction easement which would be the equivalent of one month's pipe laying. This length shall be determined from the Contractor's Progress Schedule.

B. The Engineer may permit clearing for additional lengths of the pipe line provided that temporary erosion and sedimentation controls are in place and a satisfactory stand of temporary grass is established. Should a satisfactory stand of grass not be possible, no additional clearing shall be permitted beyond that specified above.

C. A satisfactory stand of grass shall have no bare spots larger than one square yard. Bare spots shall be scattered and the bare area shall not comprise more than one percent of any given area.

3.02 CLEARING AND GRUBBING

A. Clear and grub as required on each side of the pipeline before excavating. Remove all trees, growth, debris, stumps and other objectionable matter. Clear the construction easement or road right-of-way only if necessary.

B. Grubbing shall consist of completely removing roots, stumps, trash and other debris from all graded areas so that topsoil is free of roots and debris. Topsoil is to be left sufficiently clean so that further picking and raking will not be required.

C. All stumps, roots, foundations and planking embedded in the ground shall be removed and disposed of. Piling and butts of utility poles shall be removed to a minimum depth of two feet below the limits of excavation for structures, trenches and roadways or two feet below finish grade, whichever is lower.

D. Landscaping features shall include, but are not necessarily limited to, fences, cultivated trees, cultivated shrubbery, property corners, man-made improvements, subdivision and other signs within the right-of-way and easement. The Contractor shall take extreme care in moving landscape features and promptly re-establishing these features.

E. Surface rocks and boulders shall be grubbed from the soil and removed from the site if not suitable as rip rap.

F. Where the tree limbs interfere with utility wires, or where the trees to be felled are in close proximity to utility wires, the tree shall be taken down in sections to eliminate the possibility of damage to the utility.

G. Any work pertaining to utility poles shall comply with the requirements of the appropriate utility.

H. All fences adjoining any excavation or embankment that, in the Contractor's opinion, may be damaged or buried, shall be carefully removed, stored and replaced. Any fencing that, in the Engineer's opinion, is significantly damaged shall be replaced with new fence material.

I. The Contractor shall exercise special precautions for the protection and preservation of trees, cultivated shrubs, sod, fences, etc. situated within the limits of the construction area but not directly within excavation and/or fill limits. The Contractor shall be held liable for any damage the Contractor's operations have inflicted on such property.

J. The Contractor shall be responsible for all damages to existing improvements resulting from Contractor's operations.

3.03 DISPOSAL OF DEBRIS

A. The debris resulting from the clearing and grubbing operation shall be hauled to a disposal site secured by the Contractor and shall be disposed of in accordance with all requirements of federal, state, county and municipal regulations. No debris of any kind shall be deposited in any stream or body of water, or in any street or alley. No debris shall be deposited upon any private property except with written consent of the property owner. A copy of written consent shall be provided to the Owner for permanent records. In no case shall any material or debris be left on the Project, shoved onto abutting private properties or buried on the Project.

B. When approved in writing by the Owner and when authorized by the proper authorities, the Contractor may dispose of such debris by burning on the Project site provided all requirements set forth by the governing authorities are met. The authorization to burn shall not relieve the Contractor in any way from damages which may result from Contractor's operations. On easements through private property, the Contractor shall not burn on the site unless written permission is also secured from the property owner, in addition to authorization from the proper authorities.

END OF SECTION

SECTION 02125

Erosion and Sedimentation Control

PART 1 GENERAL

1.01 SCOPE

A. The work specified in this Section consists of providing, maintaining and removing temporary erosion and sedimentation controls.

B. Temporary erosion controls, include, but are not limited to, grassing, mulching, watering and reseeding on-site surfaces and spoil and borrow area surfaces, and providing interceptor ditches at ends of berms and at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits as established by the Federal Clean Water Act of 1987, as amended. The Contractor should follow the Tennessee Erosion and Sedimentation Control Handbook.

C. Temporary sedimentation controls include, but are not limited to, silt dams, traps, barriers, filter stone and appurtenances at the foot of sloped surfaces which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits as established by the Federal Clean Water Act of 1987, as amended.

D. Basic Principles

1. Conduct the earthwork and excavation activities in such a manner to fit the topography, soil type and condition.

2. Minimize the disturbed area and the duration of exposure to erosion elements.

3. Stabilize disturbed areas immediately.

4. Safely convey run-off from the site to an outlet such that erosion will not be increased off site.

5. Retain sediment on site that was generated on site.

6. Minimize encroachment upon watercourses.

E. Temporary Erosion and Sedimentation Control: In general, temporary erosion and sedimentation control procedures shall be directed toward:

1. Preventing soil erosion at the source.

2. Preventing silt and sediment from entering any waterway if soil erosion cannot be prevented.

3. Preventing silt and sediment from migrating downstream in the event it cannot be prevented from entering the waterway.

F. Permanent Erosion Control: Permanent erosion control measures shall be implemented to prevent sedimentation of the waterways and to prevent erosion of the Project site.

1.02 QUALITY ASSURANCE

A. General: Perform all work under this Section in accordance with all pertinent rules and regulations including, but not necessarily limited to, those stated above and these Specifications.

B. Conflicts: Where provisions of pertinent rules and regulations conflict with these Specifications, the more stringent provisions shall govern.

PART 2 PRODUCTS

2.01 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Silt Fence

1. Silt fence shall be polymer type netting with a built-in cord running throughout the top edge of the fabric. Posts shall be either steel or pressure treated fir, southern pine or hemlock and shall be spaced not more than six feet on center. Silt fence shall be provided with netting to provide reinforcing when necessary. Silt fence shall have an Equivalent Opening Size (EOS) of 40 to 100. Silt fence fabric shall have a maximum permeability of 40 gallons per minute per square foot.

2. Silt fence fabric shall be Mirafi 100X, Amoco 1380 or Exxon GTF-100 Series.

B. Hay bales shall be clean, seedfree cereal hay type.

C. Netting shall be 1/2-inch, galvanized steel, chicken wire mesh.

2.02 STONE RIP RAP

Use sound, tough, durable stones resistant to the action of air and water. Slabby or shaley pieces will not be acceptable. Specific gravity shall be 2.0 or greater. Rip rap shall have less than 66 percent wear when tested in accordance with AASHTO T-96. Rip rap shall be in accordance with Section 709 of the Tennessee Department of Transportation Standard Specifications.

2.03 FILTER FABRIC

A. The filter fabric for use under rip rap shall be a monofilament, polypropylene woven fabric meeting the specifications as established by Task Force 25 for the Federal Highway Administration. The filter fabric shall have an equivalent opening size (EOS) of 70.

B. Filter fabric under rip rap shall be Mirafi, Amoco or Exxon.

PART 3 EXECUTION

3.01 GENERAL

A. Standards: Provide all materials and promptly take all actions necessary to achieve effective erosion and sedimentation control in accordance with the Federal Clean Water Act of 1987, as amended, local enforcing agency guidelines and these Specifications.

B. Implementation: The Contractor shall have the responsibility to actively take all steps necessary to control soil erosion and sedimentation.

3.02 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Temporary erosion and sedimentation control procedures should be initially directed toward preventing silt and sediment from entering the waterways. The preferred method is to provide an undisturbed natural buffer, extending a minimal five feet from the water, to filter the run-off. Should this buffer prove infeasible due to construction activities being too close to the water, or if the amount of sediment overwhelms the buffer, the Contractor shall place silt fences to filter the run-off and, if necessary, place permanent rip rap to stabilize the bank.

B. Silt dams, silt fences, traps, barriers, check dams, appurtenances and other temporary measures and devices shall be installed as indicated on the approved plans and working drawings, shall be maintained until no longer needed, and shall

then be removed. Deteriorated hay bales and dislodged filter stone shall be replaced with new materials.

C. Where permanent grassing is not appropriate, and where the Contractor's temporary erosion and sedimentation control practices are inadequate, the Engineer may direct the Contractor to provide temporary vegetative cover with fast growing seedings.

D. All erosion and sedimentation control devices, including check dams, shall be inspected by the Contractor at least weekly and after each rainfall occurrence and cleaned out and repaired by the Contractor as necessary.

E. Temporary erosion and sedimentation control devices shall be installed and maintained from the initial land disturbance activity until the satisfactory completion and establishment of permanent erosion control measures. At that time, temporary devices shall be removed.

3.03 PERMANENT EROSION CONTROL

A. Permanent erosion control shall include:

1. Restoring the work site to its original contours, unless shown otherwise on the Drawings or directed by the Engineer.

2. Permanent vegetative cover shall be performed in accordance with "Grassing" of this Section.

B. Permanent erosion control measures shall be implemented as soon as practical after the completion of pipe installation or land disturbance for each segment of the Project. In no event shall implementation be postponed when no further activities related to pipe installation will impact that portion or segment of the Project. Partial payment requests may be withheld for those portions of the Project not complying with this requirement.

3.04 GRASSING

A. General

1. All references to grassing, unless noted otherwise, shall relate to establishing permanent vegetative cover as specified herein for seeding, fertilizing, mulching, etc.

2. When final grade has been established, all bare soil, unless otherwise required by the Contract Documents, shall be seeded, fertilized and

mulched in an effort to restore to a protected condition. Critical areas shall be sodded as approved or directed by the Engineer.

3. Specified permanent grassing shall be performed at the first appropriate season listed below following establishment of final grading in each section of the site.

Times of Sowing and Seed Mixtures Required	
February 1 - September 1	Group A Only
September 1 - December 1	Group B Only
December 1 - February 1	Do Not Sow Any Seeds

B. Materials

1. Topsoil: Natural, fertile, agricultural soil typical of the locality, capable of sustaining vigorous plant growth, from a well drained site free of flooding, not in frozen or muddy condition, not less than six percent organic matter, and pH value of 5.9 to 7.0. Free from subsoil, slag, clay, stones, lumps, live plants, roots, sticks, crabgrass, couch grass, noxious weeds, and foreign matter.

2. Peatmoss: Horticultural grade Class A decomposed plant material, elastic and homogeneous. Free of decomposed colloidal residue, wood, sulphur, and iron. Peatmoss shall have a pH value of 5.9 to 7.0, 60 percent organic matter by weight, moisture content not exceeding 15 percent and water absorption capacity of not less than 300 percent by weight on oven dry basis.

3. Sand: Hard, granular, natural, beach sand, washed, free of impurities, chemical, or organic matter.

4. Fertilizer: 6-12-12 grade Commercial type with six percent nitrogen, 12 percent P_2O_5, and 12 percent K_2O.

5. Lime: Standard agricultural type containing at least 85 percent total carbonates applied at a rate of 4,000 pounds per acre (92 pounds per 1,000 square feet), or as required by the test results and recommendations as specified above. Before seeding, apply lime and fertilizer and incorporate them into the soil at least 3-inches deep by discing and harrowing, at the rates recommended above or required by the above test results. "N-Viro" soil available at the First Utility District Wastewater Plant is an acceptable substitute.

6. Seed: Seed shall be uniform mixtures of the following kinds and properties:

Kind	Group A		Group B	
	% by Weight	Pounds/Acre	% by Weight	Pounds/Acre
Kentucky Bluegrass	25	50	25	50
Hulled Bermuda	-	-	20	40
Kentucky 31 Fescue	75	150	35	70
English Rye	-	-	20	40
Total	100	200	100	200

C. Replant grass removed or damaged in residential areas using the same variety of grass and at the first appropriate season. Where sod is removed or damaged, replant such areas using sod of the same species of grass at the first appropriate season. Outside of residential or landscaped areas, grass the entire area disturbed by the work on completion of work in any area. In all areas, promptly establish successful stands of grass.

3.05 RIP RAP

A. Unless shown otherwise on the Drawings, rip rap shall be placed where ordered by the Engineer. Carefully compact backfill and place rip rap to prevent subsequent settlement and erosion.

B. Preparation of Foundations: The ground surface upon which the rip rap is to be placed shall be brought in reasonably close conformity to the correct lines and grades before placement is commenced. Where filling of depressions is required, the new material shall be compacted with hand or mechanical tampers.

C. Placement of Filter Fabric: The surface to receive fabric shall be prepared to a relatively smooth condition free from obstructions, depressions and debris. The fabric shall be placed with the long dimension running up the slope and shall be placed to provide a minimum number of overlaps. The strips shall be placed to provide a minimum width of one foot of overlap for each joint. The filter fabric shall be anchored in place with securing pins of the type recommended by the fabric manufacturer. Pins shall be placed on or within 3-inches of the centerline of the overlap. The fabric shall be placed so that the upstream strip overlaps the downstream strip. The fabric shall be placed loosely so as to give and therefore avoid stretching and tearing during placement of the stones. The stones shall be dropped no more than three feet during construction. The fabric shall be protected at all times during construction from clogging due to clay, silts,

chemicals or other contaminants. Any contaminated fabric or any fabric damaged during its installation or during placement of rip rap shall be removed and replaced with uncontaminated and undamaged fabric at no expense to the Owner.

D. Placement of Rip Rap: The rip rap shall be placed on a 6-inch layer of soil, crushed stone or sand overlaying the filter fabric. This 6-inch layer shall be placed to maximize the contact between the soil beneath the filter fabric and the filter fabric. Rip rap shall be placed with its top elevation conforming with the natural slope of the stream bank and stream bottom. Stone rip rap shall be dumped into place to form a uniform surface and to the thickness specified on the Drawings. The thickness tolerance for the course shall be -6-inches and +12-inches. If the Drawings or Bid do not specify a thickness, the course shall be placed to a thickness of not less than 18-inches.

E. Repair of Existing Rip Rap Ditches: The Drawings show locations where existing rip rap ditches will be disturbed in order to construct the new water main. The Contractor shall limit the amount of ditch disturbed to that which is necessary to contruct the water main. Immediately after placement of the water main, the rip rap ditch shall be repaired. The Contractor, at it's option may reuse the existing rip rap providing it is free of all mud or any other deleterious matter and has not been made unusable by the action of the Contractor. The Engineer will determine as to the suitability of the material for reuse. Any shortage of materials to replace the ditch shall be replaced with new material by the Contractor. If the Contractor chooses not to use the existing stone, the unused material shall be removed from the site. All new rip rap used to repair/replace the existing ditches shall meet the requirements as specified in Article 2.02 Rip Rap of this Section of the Specifications. Placement of the rip rap will be in accordance with the requirements of Article 3.05, Paragraph D of this Section of the Specifications.

END OF SECTION

SECTION 02225

Trench Excavation and Backfill

PART 1 GENERAL

1.01 SCOPE

A. The work under this Section consists of furnishing all labor, equipment and materials and performing all operations in connection with the trench excavation and backfill required to install the pipelines shown on the Drawings and as specified.

B. Excavation shall include the removal of any trees, stumps, brush, debris or other obstacles which remain after the clearing and grubbing operations, which may obstruct the work, and the excavation and removal of all earth, rock or other materials to the extent necessary to install the pipe and appurtenances in conformance with the lines and grades shown on the Drawings and as specified.

C. Backfill shall include the refilling and compaction of the fill in the trenches and excavations up to the surrounding ground surface or road grade at crossing.

D. The trench is divided into five specific areas:

1. Foundation: The area beneath the bedding, sometimes also referenced to as trench stabilization.

2. Bedding: The area above the trench bottom (or foundation) and below the bottom of the barrel of the pipe.

3. Haunching: The area above the bottom of the barrel of the pipe up to a specified height above the bottom of the barrel of the pipe.

4. Initial Backfill: The area above the haunching material and below a plane 18 inches above the top of the barrel of the pipe or the top of duct bank.

5. Final Backfill: The area above a plane 18 inches above the top of the barrel of the pipe.

E. The choice of method, means, techniques and equipment rests with the Contractor. The Contractor shall select the method and equipment for trench excavation and backfill depending upon the type of material to be excavated and backfilled, the depth of excavation, the amount of space available for operation of equipment, storage of excavated material proximity of man-made improvements to be protected, available easement or right-of-way and prevailing practice in the area.

1.02 QUALITY ASSURANCE

A. Density: All references to "maximum dry density" shall mean the maximum dry density defined by the "Maximum Density-Optimum Moisture Test", ASTM D 698, except that for non-cohesive materials "maximum dry density" shall mean the maximum index density as determined by the "Maximum Index Density of Soils Using a Vibratory Table", ASTM D 4253. Determination of the density of foundation, bedding, haunching, or backfill materials in place shall meet with the requirements of ASTM D 1556, "Density of Soil In Place by the Sand Cone Method", ASTM D 2937, "Density of Soil In Place by the Drive-Cylinder Method" or ASTM D 2922, "Density of Soil and Soil-Aggregate In Place by Nuclear Methods (Shallow Depth)".

B. Sources and Evaluation Testing: Testing of materials to certify conformance with the Specifications shall be performed by an independent testing laboratory. All imported fill materials shall meet the requirements of on-site fill materials.

1.03 SAFETY

Perform all trench excavation and backfilling activities in accordance with the Occupational Safety and Health Act of 1970 (PL. 91-596), as amended. The Contractor shall pay particular attention to the Safety and Health Regulations Part 1926, Subpart P "Excavation, Trenching & Shoring" as described in OSHA publication 2226.

PART 2 PRODUCTS

2.01 TRENCH FOUNDATION MATERIALS

A. Crushed stone or surge stone shall be utilized for trench foundation (trench stabilization).

B. Crushed stone shall be crushed limestone and shall meet the requirements of the Tennessee Department of Transportation Specification 903.11. Stone size shall be between No. 57 and No. 4, inclusive, as determined by the Tennessee Department of Transportation Specification 903.22.

C. Surge stone shall be crushed limestone and shall meet the requirements of the Tennessee Department of Transportation Specification 903.11. Stone size shall be No. 1, inclusive, as determined by the Tennessee Department of Transportation Specification 903.22.

2.02 BEDDING AND HAUNCHING MATERIALS

A. Unless shown on the Drawings or specified otherwise, bedding and haunching material shall be suitable earth materials.

B. Bedding and haunching materials under all pavement areas or where the trench is within three feet of the pavement edge of a Knox County road shall be crushed stone.

C. Earth materials utilized for bedding and haunching shall be suitable materials selected from materials excavated from the trench. Suitable materials shall be clean and free of rock larger than 2 inches at its largest dimension, organics, cinders, stumps, limbs, frozen earth or mud, man-made wastes and other unsuitable materials. Should the material excavated from the trench be saturated, the saturated material may be used as earth material, provided it is allowed to dry properly and it is capable of meeting the specified compaction requirements. When necessary, earth bedding and haunching materials shall be moistened to facilitate compaction by tamping. If materials excavated from the trench are not suitable for use as bedding or haunching material, provide select material conforming to the requirements of this Section.

2.03 INITIAL BACKFILL

A. Unless shown on the Drawings or specified otherwise, initial backfill material shall be crushed stone or earth materials as specified for bedding and haunching materials.

B. Initial backfill material under all pavement areas or where the trench is within three feet of the pavement edge of a Knox County road shall be crushed stone.

C. Earth materials utilized for initial backfill shall be suitable materials selected from materials excavated from the trench. Suitable materials shall be clean and free of rock larger than 2 inches at its largest dimension, organics, cinders, stumps, limbs, frozen earth or mud, man-made wastes and other unsuitable materials. Should the material excavated from the trench be saturated, the saturated material may be used as earth material, provided it is allowed to dry properly and it is capable of meeting the specified compaction requirements. When necessary, initial backfill materials shall be moistened to facilitate compaction by tamping. If materials excavated from the trench are not suitable for use as initial backfill material, provide select material conforming to the requirements of this Section.

2.04 FINAL BACKFILL

A. Unless shown on the Drawings or specified otherwsise, final backfill material shall be general excavated earth materials, shall not contain more than one/third broken rock, of which no stone or boulder shall weigh more than 50 pounds, cinders, stumps, limbs, man-made wastes and other unsuitable materials. If materials excavated from the trench are not suitable for use as final backfill material, provide select material conforming to the requirements of this Section.

B. Final backfill material, up to 6-inches of grade, under all pavement areas or where the trench is within three feet of the pavement edge shall be crushed stone.

2.05 SELECT BACKFILL

Select backfill shall be materials which meet the requirements as specified for bedding, haunching, initial backfill or final backfill materials, including compaction requirements.

2.06 CONCRETE

Concrete for bedding, haunching, initial backfill or encasement shall have a compressive strength of not less than 3,000 psi, with not less than 5.5 bags of cement per cubic yard and a slump between 3 and 5 inches. Ready-mixed concrete shall be mixed and transported in accordance with ASTM C 94. Reinforcing steel shall conform to the requirements of ASTM A 615, Grade 60.

PART 3 EXECUTION

3.01 TRENCH EXCAVATION

A. Topsoil and grass shall be stripped a minimum of 6 inches over the trench excavation site and stockpiled separately for replacement over the non-paved, finished grading areas.

B. Trenches shall be excavated to the lines and grades shown on the Drawings with the centerlines of the trenches on the centerlines of the pipes and to the dimensions which provide the proper support and protection of the pipe and other structures and accessories.

C. Trench Width for Pipelines

1. The sides of all trenches shall be as vertical as is practical to a minimum of one foot above the top of the pipe. Unless otherwise indicated on the

Drawings, the maximum trench width shall be equal to the sum of the outside diameter of the pipe plus two feet. The minimum trench width shall be that which allows the proper consolidation of the haunching and initial backfill material.

2. Excavate the top portion of the trench to any width within the construction easement or right-of-way which will not cause unnecessary damage to adjoining structures, roadways, pavement, utilities, trees or private property. Where necessary to accomplish this, provide sheeting and shoring.

3. Where rock is encountered in trenches, excavate to remove boulders and stones to provide a minimum of 6 inches clearance between the rock and any part of the pipe or appurtenance.

4. Wherever the prescribed maximum trench width is exceeded, the Contractor shall use the next higher Class or Type of bedding and haunching as shown on the Drawings for the full trench width as actually cut. The excessive trench width may be due to unstable trench walls, inadequate or improperly placed bracing and sheeting which caused sloughing, accidental over-excavation, intentional over-excavation necessitated by the size of the Contractor's tamping and compaction equipment, intentional over-excavation due to the size of the Contractor's excavation equipment, or other reasons beyond the control of the Engineer or Owner.

D. Depth

1. The trenches shall be excavated to the required depth or elevation which allow for the placement of the pipe and bedding to the dimensions shown on the Drawings or specified.

2. Excavate trenches to provide a minimum cover of 30 inches. Within the right-of-way of highways, streets or roadways, also excavate to place the top of the pipe a minimum of 30 inches below the nearest pavement edge or drainage ditch.

3. Increase the depth of cover where specifically shown on the Drawings and where necessary to avoid interference with underground utilities and obstructions.

4. Where rock is encountered in trenches for pipelines, excavate to the minimum depth which will provide clearance below the pipe barrel of 8 inches for pipe 21 inches in diameter and smaller and 12 inches for larger pipe, valves and

manholes. Remove boulders and stones to provide a minimum of 6-inches clearance between the rock and any part of the pipe, manhole or accessory.

E. Excavated Materials

1. Excavated materials shall be placed adjacent to the work to be used for backfilling as required. Top soil shall be carefully separated and lastly placed in its original location.

2. Excavated material shall be placed sufficiently back from the edge of the excavation to prevent caving of the trench wall, to permit safe access along the trench and not cause any drainage problems. Excavated material shall be placed so as not to damage existing landscape features or man-made improvements.

3.02 SHEETING, BRACING AND SHORING

A. Sheeting, bracing and shoring shall be performed in the following instances:

1. Where sloping of the trench walls does not adequately protect persons within the trench from slides or cave-ins.

2. In caving ground.

3. In wet, saturated, flowing or otherwise unstable materials. The sides of all trenches and excavations shall be adequately sheeted, braced and shored.

4. Where necessary to prevent damage to adjoining buildings, structures, roadways, pavement, utilities, trees or private properties which are required to remain.

5. Where necessary to maintain the top of the trench within the available construction easement or right-of-way.

B. In all cases, excavation protection shall strictly conform to the requirements of the Occupational Safety and Health Act of 1970, as amended.

C. Timber: Timber for shoring, sheeting, or bracing shall be sound and free of large or loose knots and in good, serviceable condition. Size and spacing shall be in accordance with OSHA regulations.

D. Steel Sheeting and Sheet Piling: Steel sheet piling shall be the continuous interlock type. The weight, depth and section modulus of the sheet piling shall be sufficient to restrain the loads of earth pressure and surcharge from existing foundations and

live loads. Procedure for installation and bracing shall be so scheduled and coordinated with the removal of the earth that the ground under existing structures shall be protected against lateral movement at all times. The Contractor shall provide closure and sealing between sheet piling and existing facilities.

E. Trench Shield: A trench shield or box may be used to support the trench walls. The use of a trench shield does not necessarily preclude the additional use of bracing and sheeting. When trench shields are used, care must be taken to avoid disturbing the alignment and grade of the pipe or disrupting the haunching of the pipe as the shield is moved. When the bottom of the trench shield extends below the top of the pipe, the trench shield will be raised in 6-inch increments with specified backfilling occurring simultaneously. At no time shall the trench shield be "dragged" with the bottom of the shield extending below the top of the pipe or utility.

F. Remove bracing and sheeting in units when backfill reaches the point necessary to protect the pipe and adjacent property. Leave sheeting in place when in the opinion of the Engineer it cannot be safely removed or is within three feet of an existing structure, utility, or pipeline. Cut off any sheeting left in place at least two feet below the surface.

G. Sheet piling within three feet of an existing structure or pipeline shall remain in place, unless otherwise directed by the Engineer.

3.03 ROCK EXCAVATION

A. Definition of Rock: Any material which cannot be excavated with conventional excavating equipment, and is removed by drilling and blasting, or mechanically fracturing by means other than a trench excavator, and occupies an original volume of at least one-half cubic yard.

B. Blasting: Provide licensed, experienced workmen to perform blasting. Conduct blasting operations in accordance with all existing ordinances and regulations. Protect all buildings and structures from the effects of the blast. Repair any resulting damage. If the Contractor repeatedly uses excessive blasting charges or blasts in an unsafe or improper manner, the Engineer may direct the Contractor to employ an independent blasting consultant to supervise the preparation for each blast and approve the quantity of each charge.

C. Removal of Rock: Dispose of rock off site that is surplus or not suitable for use as rip rap or backfill.

D. The Contractor shall notify the Engineer prior to any blasting. Additionally, the Contractor shall notify the Engineer and local fire department before any charge is set.

E. The Contractor shall conduct pre-blast and post-blast inspections of structures, including photographs or videos, and maintain a detailed written log.

3.04 DEWATERING EXCAVATIONS

A. Dewater excavation continuously to maintain a water level two feet below the bottom of the trench.

B. Control drainage in the vicinity of excavation so the ground surface is properly pitched to prevent water running into the excavation.

C. There shall be sufficient pumping equipment, in good working order, available at all times, to remove any water that accumulates in excavations. Where the utility crosses natural drainage channels, the work shall be conducted in such a manner that unnecessary damage or delays in the prosecution of the work will be prevented. Provision shall be made for the satisfactory disposal of surface water to prevent damage to public or private property.

D. In all cases, accumulated water in the trench shall be removed before placing bedding or haunching, laying pipe, placing concrete or backfilling.

E. Where dewatering is performed by pumping the water from a sump, crushed stone shall be used as the medium for conducting the water to the sump. Sump depth shall be at least two feet below the bottom of the trench, Pumping equipment shall be of sufficient quantity and/or capacity to maintain the water level in the sump two feet below the bottom of the trench. Pumps shall be a type such that intermittent flows can be discharged. A standby pump shall be required in the event the operating pump or pumps clog or otherwise stop operation.

F. Dewater by use of a well point system when pumping from sumps does not lower the water level two feet below the trench bottom. Where soil conditions dictate, the Contractor shall construct well points cased in sand wicks. The casing, 6 to 10-inches in diameter, shall be jetted into the ground, followed by the installation of the well point, filling casing with sand and withdrawing the casing.

3.05 TRENCH FOUNDATION AND STABILIZATION

A. The bottom of the trench shall provide a foundation to support the pipe and its specified bedding. The trench bottom shall be graded to support the pipe and bedding uniformly throughout its length and width.

B. If, after dewatering as specified above, the trench bottom is spongy, or if the trench bottom does not provide firm, stable footing and the material at the bottom of the trench will still not adequately support the pipe, the trench will be determined to be unsuitable and the Engineer shall then authorize payment for trench stabilization.

C. Should the undisturbed material encountered at the trench bottom constitute, in the opinion of the Engineer, an unstable foundation for the pipe, the Contractor shall be required to remove such unstable material and fill the trench to the proper subgrade with crushed stone or surge stone as directed by the Engineer.

D. Where trench stabilization is provided, the trench stabilization material shall be compacted to at least 90 percent of the maximum dry density, unless shown or specified otherwise.

3.06 BEDDING AND HAUNCHING

A. Prior to placement of bedding material, the trench bottom shall be free of any water, loose rocks, boulders or large dirt clods.

B. Bedding material shall be placed to provide uniform support along the bottom of the pipe and to place and maintain the pipe at the proper elevation. The initial layer of bedding placed to receive the pipe shall be brought to the grade and dimensions indicated on the Drawings. All bedding shall extend the full width of the trench bottom. The pipe shall be placed and brought to grade by tamping the bedding material or by removal of the excess amount of the bedding material under the pipe. Adjustment to grade line shall be made by scraping away or filling with bedding material. Wedging or blocking up of pipe shall not be permitted. Applying pressure to the top of the pipe, such as with a backhoe bucket, to lower the pipe to the proper elevation or grade shall not be permitted. Each pipe section shall have a uniform bearing on the bedding for the length of the pipe, except immediately at the joint.

C. At each joint, excavate bell holes of ample depth and width to permit the joint to be assembled properly and to relieve the pipe bell of any load.

D. After the pipe section is properly placed, add the haunching material to the specified depth. The haunching material shall be shovel sliced, tamped, vigorously chinked or otherwise consolidated to provide uniform support for the pipe barrel and to fill completely the voids under the pipe, including the bell hole. Prior to placement of the haunching material, the bedding shall be clean and free of any water, loose rocks, boulders or dirt clods.

E. Ductile Iron Pipe

1. Unless otherwise shown on the Drawings or specified, utilize earth materials for bedding and haunching. Type 2, 3, 4 and 5 bedding shall be as detailed on the Drawings.

2. Unless specified or shown otherwise, bedding shall meet the requirements for Type 2 Pipe Bedding. Unless specified or shown otherwise for restrained joint pipe and fittings, bedding shall meet the requirements for Type 3 Pipe Bedding.

3. Where the depth of cover over the piping exceeds 15 feet, the pipe bedding shall meet the requirements of Type 4 Pipe Bedding. Where the depth of cover over the piping exceeds 28 feet, the pipe bedding shall meet the requirements of Type 5 Pipe Bedding.

4. Type 4 or Type 5 Pipe Bedding called for on the Drawings, specified or ordered by the Engineer, shall meet requirements for Type 4 or Type 5 Pipe Bedding, utilizing crushed stone bedding and haunching material.

F. Polyvinyl Chloride Pipe

1. Unless shown otherwise on the Drawings, utilize earth materials for bedding and haunching.

2. Unless shown otherwise on the Drawings, bedding and haunching shall meet the requirements for Type 2 Pipe Bedding, as detailed on the Drawings.

G. Excessive Width and Depth

1. Water Mains: If the trench is excavated to excess width, provide the next higher type or class of pipe bedding, but a minimum of Type 4, as detailed on the Drawings.

2. If the trench is excavated to excessive depth, provide crushed stone to place the bedding at the proper elevation or grade.

H. Compaction: Bedding and haunching materials under pipe, manholes and accessories shall be compacted to a minimum of 90 percent of the maximum dry density, unless shown or specified otherwise.

3.07 INITIAL BACKFILL

A. Initial backfill shall be placed to anchor the pipe, protect the pipe from damage by subsequent backfill and ensure the uniform distribution of the loads over the top of the pipe.

B. Place initial backfill material carefully around the pipe in uniform layers to a depth of at least 18 inches above the pipe barrel. Layer depths shall be a maximum of 6 inches.

C. Backfill on both sides of the pipe simultaneously to prevent side pressures.

D. Compact each layer thoroughly with suitable hand tools or tamping equipment.

E. Initial backfill shall be compacted to a minimum 90 percent of the maximum dry density, unless shown or specified otherwise.

F. If materials excavated from the trench are not suitable for use as backfill materials, provide select backfill material conforming to the requirements of this Section.

3.08 CONCRETE ENCASEMENT FOR PIPELINES

Where concrete encasement is shown on the Drawings for pipelines, excavate the trench to provide a minimum of 6-inches clearance from the bell of the pipe. Lay the pipe to line and grade on concrete blocks. In lieu of bedding, haunching and initial backfill, place concrete to the full width of the trench and to a height of not less than 6 inches above the pipe bell. Do not backfill the trench for a period of at least 24 hours after concrete is placed.

3.09 FINAL BACKFILL

A. Backfill carefully to restore the ground surface to its original condition.

B. The top 6 inches shall be topsoil obtained as specified in "Trench Excavation" of this Section.

C. Excavated material which is unsuitable for backfilling, and excess material, shall be disposed of, at no additional cost to the Owner, in a manner approved by the Engineer. Surplus soil may be neatly distributed and spread over the site, if approved by the Engineer. If such spreading is allowed, the site shall be left in a clean and sightly condition and shall not affect pre-construction drainage patterns. Surplus rock from the trenching operations shall be removed from the site.

D. If materials excavated from the trench are not suitable for use as backfill materials, provide select backfill material conforming to the requirements of this Section.

E. After initial backfill material has been placed and compacted, backfill with final backfill material. Place backfill material in uniform layers, compacting each layer thoroughly as follows:

1. In 6 inch layers, if using light power tamping equipment, such as a "jumping jack"

2. In 12 inch layers, if using heavy tamping equipment, such as hammer with tamping feet

3. In 24 inch layers, if using a hydra-hammer

F. Settlement: If trench settles, re-fill and grade the surface to conform to the adjacent surfaces.

G. Final backfill shall be compacted to a minimum 90 percent of the maximum dry density, unless specified otherwise.

3.10 ADDITIONAL MATERIAL

Where final grades above the pre-construction grades are required to maintain minimum cover, additional fill material will be as shown on the Drawings. Utilize excess material excavated from the trench, if the material is suitable. If excess excavated materials are not suitable, or if the quantity available is not sufficient, provide additional suitable fill material.

3.11 BACKFILL UNDER ROADS

A. Compact backfill underlying pavement and sidewalks, and backfill under dirt and gravel roads to a minimum 95 percent of the maximum dry density. The top 12 inches shall be compacted to a minimum of 98 percent of the maximum dry density.

B. Knox County Roads

1. All bedding, haunching and backfill beneath the pavement, as well as within three feet from the edge of pavement, of all Knox County roadways shall be crushed stone meeting the requirements of the Knox County Department of Highways and Public Works.

2. If a pipeline is constructed beneath the shoulder of the road but is beyond three feet from the edge of pavement, final backfill shall be earth materials placed

in 8-inch lifts to a density of a minimum 95 percent of the maximum dry density. The top 6 inches shall be size No. 57 crushed stone compacted to a minimimum 95 percent of the maximum dry density.

3.12 BACKFILL ALONG RESTRAINED JOINT PIPE

Backfill along restrained joint pipe shall be compacted to a minimum 90 percent of the maximum dry density.

3.13 TESTING AND INSPECTION

A. The soils testing laboratory is responsible for the following:

1. Compaction tests in accordance with Article 1.02 of this Section.

2. Field density tests as ordered by the Engineer.

3. Inspecting and testing stripped site, subgrades and proposed fill materials.

B. The Contractor's duties relative to testing include:

1. Notifying laboratory of conditions requiring testing.

2. Coordinating with laboratory for field testing.

3. Paying costs for additional testing performed beyond the scope of that required and for re-testing where initial tests reveal non-conformance with specified requirements.

4. Providing excavation as necessary for laboratory personnel to conduct tests.

C. Inspection

1. Earthwork operations, acceptability of excavated materials for bedding or backfill, and placing and compaction of bedding and backfill is subject to inspection by the Engineer.

2. Foundations and shallow spread footing foundations are required to be inspected by a geotechnical engineer, who shall verify suitable bearing and construction.

D. Comply with applicable codes, ordinances, rules, regulations and laws of local, municipal, state or federal authorities having jurisdiction.

END OF SECTION

SECTION 02229

Bore and Jack Casings

PART 1 GENERAL

1.01 SCOPE

A. The work covered by this Section includes furnishing all labor, materials and equipment required to bore and jack casings and to properly complete pipeline construction as described herein and/or shown on the Drawings.

B. General: Supply all materials and perform all work in accordance with applicable American Society for Testing and Materials (ASTM), American Water Works Association (AWWA), American National Standards Institute (ANSI) or other recognized standards. Latest revisions of all standards are applicable. If requested by the Engineer, submit evidence that manufacturer has consistently produced products of satisfactory quality and performance over a period of at least two years.

1.02 SUBMITTALS

A. Submit shop drawings, product data and experience.

B. Material Submittals: The Contractor shall provide shop drawings and other pertinent specifications and product data as follows:

1. Shop drawings for casing pipe showing sizes and connection details.

2. Casing Spacers.

C. Experience Submittals: Boring and jacking casings is deemed to be specialty contractor work. If the Contractor elects to perform the work, the Contractor shall provide evidence as required by the General Conditions. A minimum of five continuous years of experience in steel casing construction is required of the casing installer. Evidence of this experience must be provided with the shop drawings for review by the Engineer.

1.03 STORAGE AND PROTECTION

All materials shall be stored and protected in accordance with the manufacturer's recommendations and as approved by the Engineer.

PART 2 PRODUCTS

2.01 MATERIALS AND CONSTRUCTION

A. Casing

1. The casing shall be new and unused pipe. The casing shall be made from steel plate having a minimum yield strength of 35,000 psi. The steel plate shall also meet the chemical requirements of ASTM A 36.

2. The thicknesses of casing shown in paragraph B. below are minimum thicknesses. Actual thicknesses shall be determined by the casing installer, based on an evaluation of the required forces to be exerted on the casing when jacking. Any buckling of the casing due to jacking forces shall be repaired at no additional cost to the Owner.

3. The diameters of casing shown in paragraph B. below and shown on the Drawings are minimum. Larger casings, with the Engineer's approval, may be provided at no additional cost to the Owner, for whatever reasons the Contractor may decide, whether casing size availability, line and grade tolerances, soil conditions, etc.

B. Casing Sizes

UNDER RAILROADS			
Pipe Diameter, Inches	Casing Diameter, Inches	Wall Thickness, Inches	
		Coated	Uncoated
6	14	0.250	0.282
8	18	0.250	0.313
10	20	0.281	0.344
12	22	0.312	0.375

UNDER HIGHWAYS		
Pipe Diameter, inches	Casing Diameter, inches	Wall Thickness, inches
6	12	0.250
8	16	0.250
10	16	0.250
12	18	0.250

C. Casing Spacers: Casing spacers shall meet one of the following requirements:

1. Casing spacers shall be flanged, bolt-on style with a two-section stainless steel shell lined with a PVC liner, minimum 0.09-inch thick also having a hardness of 85-90 durometer. Runners shall be attached to stainless steel risers which shall be properly welded to the shell. The height of the runners and risers shall be manufactured such that the pipe does not float within the casing. Casing spacers shall be Cascade Waterworks Manufacturing Company or Advanced Products & Systems, Inc.

2. Casing spacers shall be a two-section, flanged, bolt on style constructed of heat fused PVC coated steel, minimum 14 gauge band and 10 gauge risers, with 2-inch wide glass reinforced polyester insulating skids, heavy duty PVC inner liner, minimum 0.09-inch thick having a hardness of 85-90 durometer, and all stainless steel or cadmium plated hardware shall be Pipeline Seal and Insulator, Inc.

D. Carrier Pipe: Carrier pipes shall meet requirements as specified in these Specifications.

2.02 EQUIPMENT

A cutting head shall be attached to a continuous auger mounted inside the casing pipe.

PART 3 EXECUTION

3.01 GENERAL

A. Interpretation of soil investigation reports and data, investigating the site and determination of the site soil conditions prior to bidding is the sole responsibility of

the Contractor. Any subsurface investigation by the Bidder or Contractor must be approved by the appropriate authority having jurisdiction over the site.

B. Casing construction shall be performed so as not to interfere with, interrupt or endanger roadway surface and activity thereon, and minimize subsidence of the surface, structures, and utilities above and in the vicinity of the casing. Support the ground continuously in a manner that will prevent loss of ground and keep the perimeters and face of the casing, passages and shafts stable. The Contractor shall be responsible for all settlement resulting from casing operations and shall repair and restore damaged property to its original or better condition at no cost to the Owner.

C. Face Protection: The face of the excavation shall be protected from the collapse of the soil into the casing.

D. Casing Design: Design of the bore pit and required bearing to resist jacking forces are the responsibility of the Contractor. The excavation method selected shall be compatible with expected ground conditions. The lengths of the casing shown on the Drawings are the minimum lengths required. The length of the casing may be extended for the convenience of the Contractor, at no additional cost to the Owner. Due to restrictive right-of-way and construction easements, boring and jacking casing lengths less than the nominal 20 foot length may be necessary.

E. Highway Crossings

1. The Contractor shall be held responsible and accountable for the coordinating and scheduling of all construction work within the highway right-of-way.

2. Work along or across the highway department rights-of-way shall be subject to inspection by such highway department.

3. All installations shall be performed to leave free flows in drainage ditches, pipes, culverts or other surface drainage facilities of the highway, street or its connections.

4. No excavated material or equipment shall be placed on the pavement or shoulders of the roadway without the express approval of the highway department.

5. In no instance will the Contractor be permitted to leave equipment (trucks, backhoes, etc.) on the pavement or shoulder overnight. Construction materials to be installed, which are placed on the right-of-way in advance of construction, shall be placed in such a manner as not to interfere with the safe operation of the roadway.

6. The Contractor shall be responsible for providing the Owner sufficient information to obtain a blasting permit in a timely manner.

F. Railroad Crossings

1. The Contractor shall secure permission from the Railroad to schedule work so as not to interfere with the operation of the Railroad.

2. Additional insurance is required for each railroad crossing. The Contractor shall furnish the Railroad with such additional insurance as may be needed, cost of the same shall be borne by the Contractor.

3. All work on the Railroad right-of-way, including necessary support of tracks, safety of operations and other standard and incidental operation procedures may be under the supervision of the appropriate authorized representative of the Railroad affected and any decisions of this representative pertaining to construction and/or operations shall be final and construction must be governed by such decisions.

4. If, in the opinion of the Railroad, it becomes necessary to provide flagging protection, watchmen or the performance of any other work in order to keep the tracks safe for traffic, the Contractor shall coordinate such work and shall reimburse the Railroad, in cash, for such services, in accordance with accounting procedures agreed on by the Contractor and affected Railroad before construction is started.

5. No blasting shall be permitted within the Railroad right-of-way.

3.02 GROUNDWATER CONTROL

A. The Contractor shall control the groundwater throughout the construction of the casing.

B. Methods of dewatering shall be at the option and responsibility of the Contractor. Maintain close observation to detect settlement or displacement of surface facilities due to dewatering. Should settlement or displacement be detected, notify the Engineer immediately and take such action as necessary to maintain safe conditions and prevent damage.

C. When water is encountered, provide and maintain a dewatering system of sufficient capacity to remove water on a 24 hour basis keeping excavations free of water until the backfill operation is in progress. Dewatering shall be performed in such a manner that removal of soil particles is held to a minimum. Dewater into a sediment trap and comply with requirements specified in Section 02125 of these Specifications.

3.03 SAFETY

A. Provide all necessary bracing, bulkheads and shields to ensure complete safety to all traffic, persons and property at all times during the work. Perform the work in such a manner as to not permanently damage the roadbed or interfere with normal traffic over it.

B. Observe all applicable requirements of the regulations of the authorities having jurisdiction over this site. Conduct the operations in such a manner that all work will be performed below the level of the roadbed.

C. Perform all activities in accordance with the Occupational Safety and Health Act of 1970 (PL-596), as amended, applicable regulations of the Federal Government, OSHA 29CFR 1926 and applicable criteria of ANSI A10.16-81, "Safety Requirements for Construction of Tunnel Shafts and Caissons".

3.04 BORING AND JACKING

A. Shaft

1. Conduct boring and jacking operations from a shaft excavated at one end of the section to be bored. Where conditions and accessibility are suitable, place the shaft on the downstream end of the bore.

2. The shaft shall be rectangular and excavated to a width and length required for ample working space. If necessary, sheet and shore shaft properly on all sides. Shaft sheeting shall be timber or steel piling of ample strength to safely withstand all structural loadings of whatever nature due to site and soil conditions. Keep preparations dry during all operations. Perform pumping operations as necessary.

3. The bottom of the shaft shall be firm and unyielding to form an adequate foundation upon which to work. In the event the shaft bottom is not stable, excavate to such additional depth as required and place a gravel sub-base or a concrete sub-base if directed by the Engineer due to soil conditions.

B. Jacking Rails and Frame

1. Set jacking rails to proper line and grade within the shaft. Secure rails in place to prevent settlement or movement during operations. The jacking rails shall cradle and hold the casing pipe on true line and grade during the progress of installing the casing.

2. Place backing between the heels of jacking rails and the rear of the shaft. The backing shall be adequate to withstand all jacking forces and loads.

3. The jacking frame shall be of adequate design for the magnitude of the job. Apply thrust to the end of the pipe in such a manner to impart a uniformly balanced load to the pipe barrel without damaging the joint ends of the pipe.

C. Boring and jacking of casing pipes shall be accomplished by the dry auger boring method without jetting, sluicing or wetboring.

D. Auger the hole and jack the casing through the soil simultaneously.

E. Bored installations shall have a bored-hole diameter essentially the same as the outside diameter of the casing pipe to be installed.

F. Execute boring ahead of the casing pipe with extreme care, commensurate with the rate of casing pipe penetration. Boring may proceed slightly in advance of the penetrating pipe and shall be made in such a manner to prevent any voids in the earth around the outside perimeter of the pipe. Make all investigations and determine if the soil conditions are such as to require the use of a shield.

G. As the casing is installed, check the horizontal and vertical alignment frequently. Make corrections prior to continuing operation. For casing pipe installations over 100 feet in length, the auger shall be removed and the alignment and grade checked at minimum intervals of 60 feet.

H. Any casing pipe damaged in jacking operations shall be repaired, if approved by the Engineer, or removed and replaced at Contractor's own expense.

I. Lengths of casing pipe, as long as practical, shall be used except as restricted otherwise. Joints between sections shall be butt joint, single groove welded in accordance with AWS recommended procedures. Prior to welding the joints, the Contractor shall ensure that both ends of the casing sections being welded are square.

J. The Contractor shall prepare a contingency plan which will allow the use of a casing lubricant, such as bentonite, in the event excessive frictional forces jeopardize the successful completion of the casing installation.

K. Once the jacking procedure has begun, it should be continued without stopping until completed, subject to weather and conditions beyond the control of the Contractor.

L. Care shall be taken to ensure that casing pipe installed by boring and jacking method will be at the proper alignment and grade.

M. The Contractor shall maintain and operate pumps and other necessary drainage system equipment to keep work dewatered at all times.

N. Adequate sheeting, shoring and bracing for embankments, operating pits and other appurtenances shall be placed and maintained to ensure that work proceeds safely and expeditiously. Upon completion of the required work, the sheeting, shoring and bracing shall be left in place, cut off or removed, as designated by the Engineer.

O. Trench excavation, all classes and type of excavation, the removal of rock, muck, debris, the excavation of all working pits and backfill requirements of Section 02225 are included under this Section.

P. All surplus material shall be removed from the right-of-way and the excavation finished flush with the surrounding ground.

Q. Grout backfill shall be used for unused holes or abandoned pipes.

3.06 VENTILATION AND AIR QUALITY

Provide, operate and maintain for the duration of casing project a ventilation system to meet safety and OSHA requirements.

3.07 ROCK EXCAVATION

A. In the event that rock is encountered during the installation of the casing pipe which, in the opinion of the Engineer, cannot be removed through the casing, the Engineer may authorize the Contractor to complete the crossing by a method established in a change order.

B. At the Contractor's option, the Contractor may continue to install the casing and remove the rock through the casing at no additional cost to the Owner.

3.08 INSTALLATION OF PIPE

A. After construction of the casing is complete, and has been accepted by the Engineer, install the pipeline in accordance with the Drawings and Specifications.

B. Check the alignment and grade of the casing and prepare a plan to set the pipe at proper alignment, grade and elevation, without any sags or high spots.

C. The carrier pipe shall be held in the casing pipe by one of the following methods:

1. The carrier pipe shall be held in the casing pipe by the use of hardwood blocks spaced radially around the pipe and secured together so that they remain firmly in place. The spacing of such blocks longitudinally in the casing pipe shall not be greater than 10 feet.

2. The pipe shall be supported within the casing by use of casing spacers sized to limit radial movement to a maximum of 1-inch. Provide a minimum of one casing spacer per nominal length of pipe. Casing spacers shall be attached to the pipe at maximum 18 to 20 foot intervals.

D. Close the ends of the casing with 4-inch brick walls or seal ends with one-piece synthetic rubber especially formulated for sealing casing/carrier pipe.

3.09 SHEETING REMOVAL

Remove sheeting used for shoring from the shaft and off the job site. The removal of sheeting, shoring and bracing shall be done in such a manner as not to endanger or damage either new or existing structures, private or public properties and also to avoid cave-ins or sliding in the banks.

END OF SECTION

SECTION 02575

Removing and Replacing Pavement

PART 1 GENERAL

1.01 SCOPE

The work to be performed under this Section shall consist of removing and replacing existing pavement, sidewalks and curbs in paved areas where such have been removed for construction of water mains, fire hydrants, sewers, manholes and all other water, sewer and utility appurtenances and structures.

1.02 SUBMITTALS

Provide certificates stating that materials supplied comply with Specifications. Certificates shall be signed by the asphalt producer and the Contractor.

1.03 CONDITIONS

A. Weather Limitations

1. Do not conduct paving operations when surface is wet or contains excess of moisture which would prevent uniform distribution and required penetration.

2. Construct prime and tack coats, and asphaltic courses only when atmospheric temperature in the shade is above 50 degrees F, when the underlying base is dry and when weather is not rainy.

3. Place base course when air temperature is above 35 degrees F and rising.

B. Grade Control: Establish and maintain the required lines and grades for each course during construction operations.

C. Knox County Streets: All work within Knox County road rights-of-way shall be performed in accordance with the requirements and specification of the Knox County Highways Standards. The Knox County Highway Utility Inspector shall be notified at least 24 hours prior to starting, by telephone with the date and the time the work is to be started (615/544-4375).

PART 2 PRODUCTS

2.01 MATERIALS

A. Mineral Aggregate Base Course: Mineral aggregate base course shall conform to the requirements of the Tennessee Department of Transportation Bureau of Highways Standard Specifications for Road and Bridge Construction, Section 303, Type A base or Section 303, Class B, Grading D base.

B. Binder (Hot Mix): The base of all paved roadways shall conform to the requirements of Section 307 of the Tennessee Department of Transportation Bureau of Highways Standard Specifications for Road and Bridge Construction.

C. Asphaltic Concrete Surface (Hot Mix): The surface course for all pavement shall conform to the requirements of the Tennessee Department of Transportation Bureau of Highways Standard Specifications for Road and Bridge Construction, Section 411, Grading "E".

D. Double Bituminous Surface Treatment: The surface for all pavements shall conform to the requirements of the Tennessee Department of Transportation Bureau of Highways Standard Specifications for Road and Bridge Construction, Section 404.

E. Concrete: Provide concrete and reinforcing for concrete pavement or base courses in accordance with the requirements of the Tennessee Department of Transportation Bureau of Highways Standard Specifications for Road and Bridge Construction, Section 501.

F. Special Surfaces: Where driveways or roadways are disturbed or damaged which are constructed of specialty type surfaces, e.g. brick or stone, these driveways and roadways shall be restored utilizing similar, if not original, materials. Where the nature of these surfaces dictate, a specialty contractor shall be used to restore the surfaces to their previous or better condition. Special surfaces shall be removed and replaced to the limits to which they were disturbed.

2.02 TYPES OF PAVEMENTS

A. General: All existing pavement removed, destroyed or damaged by construction shall be replaced with the same type and thickness of pavement as that existing prior to construction, unless otherwise directed by the Engineer. Materials, equipment and construction methods used for paving work shall conform to the Tennessee Department of Transportation Bureau of Highways specifications applicable to the particular type required for replacement, repair or new pavements.

PART 3 EXECUTION

3.01 REMOVING PAVEMENT

A. General: Remove existing pavement as necessary for installing the pipe line and appurtenances.

B. Marking: Before removing any pavement, mark the pavement neatly paralleling pipe lines and existing street lines. Space the marks the width of the trench.

C. Breaking: Break asphalt pavement along the marks using pavement shearing equipment, jack hammers or other suitable tools. Break concrete pavement along the marks by scoring with a rotary saw and breaking below the score by the use of jack hammers or other suitable tools.

D. Machine Pulling: Do not pull pavement with machines until the pavement is completely broken and separated from pavement to remain.

E. Damage to Adjacent Pavement: Do not disturb or damage the adjacent pavement. If the adjacent pavement is disturbed or damaged, remove and replace the damaged pavement.

F. Damage to Traffic Signal Loops: Any pavement removal which will include removal of traffic signal loops embedded in the pavement shall be coordinated with the Traffic Engineering Department having jurisdiction over the traffic signal five days prior to pavement removal.

G. Sidewalk: Remove and replace any sidewalks disturbed by construction for their full width and to the nearest undisturbed joint.

H. Curbs: Tunnel under or remove and replace any curb disturbed by construction to the nearest undisturbed joint.

3.02 REPLACING PAVEMENT

A. Pavement shall be replaced no later than seven days after the original surface was cut.

B. Preparation of Subgrade: During backfilling and compaction of the backfill, arrange to have the compaction tested by an independent testing laboratory. After compaction testing has been satisfactorily completed, replace all pavements, sidewalks and curbs removed.

B. Aggregate Base: Aggregate base shall be constructed in accordance with the requirements of Section 303, Class B, Grading D of the Knox County Highway Department. Material shall be mixed and placed by the stationary plant method. If the finished compacted base course depth is 6-inches or more, the course shall be constructed in two or more layers of approximately equal thickness.

C. Concrete Pavement: Concrete pavement or base courses shall be replaced with concrete. The surface finish of the replaced concrete pavement shall conform to that of the existing pavement. The surface of the replaced concrete base course shall be left rough. The slab depth shall be equivalent to the existing concrete pavement or base course, but in no case less than 4-inches thick. Transverse and longitudinal joints removed from concrete pavement shall be replaced at the same locations and to the same types and dimensions as those removed. Concrete pavements or concrete base courses shall be reinforced and shall conform to the Tennessee Department of Transportation Bureau of Highways Standard Specifications, Section 501. If edge of trench is within three feet of an expansion joint, concrete shall be removed and replaced to the edge of the joint.

D. Asphalt Concrete Base, Binder and Surface Course: Asphalt concrete base, binder and surface course construction shall conform to the Tennessee Department of Transportation Bureau of Highways Standard Specifications, Section 307 for bituminous plant mix base course and Section 411, Grading "E" for asphalt concrete surface course. The pavement mixture shall not be spread until the designated surface has been previously cleaned and prepared, is intact, compacted as specified herein, properly cured, dry and the prime and/or tack coat has been applied. Apply and compact the asphalt concrete in maximum layer thickness by asphalt spreader equipment of design and operation approved by the Engineer. After compaction, the asphalt concrete shall be smooth and true to established profiles and sections. Immediately correct any high, low or defective areas by cutting out the course, replacing with fresh hot mix, and immediately compacting to conform and thoroughly bond to the surrounding area.

E. Gravel Surfaces: Existing gravel road, drive and parking area replacement shall meet the requirements of aggregate base course. This surfacing may be authorized by the Engineer as a temporary surface for paved streets until replacement of hard surfaced pavement is authorized.

F. Temporary Measures: During the time period between pavement removal and complete replacement of permanent pavement, maintain highways, streets and roadways by the use of steel running plates anchored to prevent movement. The backfill above the pipe shall be compacted, as specified elsewhere, up to the existing pavement surface to provide support for the steel running plates.

1. The existing street pavement or surface shall be removed along the lines of the work for the allowable width specified for the trench or structure. After the installation of the sewerage or water works facilities and after the backfill has been compacted suitably, the additional width of pavement to be removed, as shown on the Standard Detail Drawings, shall be done immediately prior to replacing the pavement.

2. Trench backfill shall be compacted for the full depth of the trench as specified in Section 02225 of these Specifications.

3. Temporary trench backfill along streets and driveways shall include 6-inches of crushed stone or cherty clay as a temporary surfacing of the trenches or asphalt as directed by the Engineer. This temporary surface shall be maintained carefully at grade and dust-free by the Contractor until the backfill of the trench has thoroughly compacted in the opinion of the Engineer and permission is granted to replace the street pavement.

4. When temporary crushed stone or chert surface is considered by the Engineer to be sufficient surface for gravel pavement, the surface shall be graded smooth and to an elevation that will make the final permanent surfacing level with the adjacent surfacing that was undisturbed.

C. Pavement Replacement

1. Prior to replacing pavement, make a final cut in concrete pavement 12-inches back from the edge of the damaged pavement with a concrete saw. Remove asphalt pavement 12-inches back from the edge of the damaged pavement using pavement shearing equipment, jack hammers or other suitable tools.

2. Replace all street and roadway pavement as shown on the Drawings. Replace driveways, sidewalks and curbs with the same material, to nearest existing undisturbed construction joint and to the same dimensions as those existing.

3. If the temporary crushed stone or chert surface is to be replaced, the top 6-inches shall be removed and the crushed stone surfacing for unpaved streets or the base for the bituminous surface shall be placed.

4. Following this preparation, the chert or crushed stone base shall be primed with a suitable bituminous material and surfaced with the proper type of bituminous surface treatment.

5. Where the paved surface is to be replaced with asphaltic concrete pavement, concrete pavement or with a concrete base and a surface course, the temporary

chert or crushed stone surface and any necessary backfill material, additional existing paving and new excavation shall be removed to the depth and width shown on the Standard Detail Drawings. All edges of the existing pavement shall be cut to a straight, vertical edge. Care shall be used to get a smooth joint between the old and new pavement and to produce an even surface on the completed street. Concrete base slabs and crushed stone bases, if required, shall be placed and allowed to cure for three days before bituminous concrete surface courses are applied. Expansion joints, where applicable, shall be replaced in a manner equal to the original joint.

6. Where driveways or roadways, constructed of specialty type surfaces, e.g. brick or stone are disturbed or damaged, these driveways and roadways shall be restored utilizing similar materials. Where the nature of these surfaces dictate, a specialty contractor shall be used to restore the surfaces to their previous or better condition. Special surfaces shall be removed and replaced to the limits to which they were disturbed.

D. Pavement Resurfacing

1. Certain areas to be resurfaced may be specified or noted on the Drawings. Where pavement to be resurfaced has been damaged with potholes, the Contractor shall remove all existing loose pavement material and fill the hole with Bituminous Plant Mix Base, as specified, to the level of the existing pavement. After all pipe line installations are complete and existing pavement has been removed and replaced along the trench route, apply tack coat and surface course as specified.

2. Resurfacing limits shall be perpendicular to the road centerline. The limits of resurfacing shall be 10 feet beyond the edge of the pavement replacement on the main road being resurfaced, and to the point of tangency of the pavement on the side streets.

E. Pavement Striping: Pavement striping removed or paved over shall be replaced with the same type, dimension and material as original unless directed otherwise by the Engineer.

F. Traffic Signal Loops: The replacement or repair of all traffic signal loops removed or damaged during the removal and replacement of pavement shall be coordinated by the Contractor with the Traffic Engineering Department having jurisdiction over each traffic signal. The Contractor shall be responsible for payment of all fees associated with replacement or repair of traffic signal loops.

3.03 SIDEWALK AND CURB REPLACEMENT

A. Construction

1. All concrete sidewalks and curbs shall be replaced with concrete.

2. Preformed joints shall be 1/2-inch thick, conforming to the latest edition of AASHTO M 59 for sidewalks and AASHTO M 123 for curbs.

3. Forms for sidewalks shall be of wood or metal, shall be straight and free from warp, and shall be of sufficient strength, when in place, to hold the concrete true to line and grade without springing or distorting.

4. Forms for curbs shall be metal and of an approved section. They shall be straight and free from distortions, showing no vertical variation greater than 1/8-inch in 10 feet and no lateral variation greater than 1/4-inch in 10 feet from the true plain surface on the vertical face of the form. Forms shall be of the full depth of the structure and constructed such to permit the inside forms to be securely fastened to the outside forms.

5. Securely hold forms in place true to the lines and grades to match existing.

6. Wood forms may be used on sharp turns and for special sections, as approved by the Engineer. Where wooden forms are used, they shall be free from warp and shall be the nominal depth of the structure.

7. All mortar and dirt shall be removed from forms and all forms shall be thoroughly oiled or wetted before any concrete is deposited.

B. When a section is removed, the existing sidewalk or curb shall be cut to a neat line, perpendicular to both the centerline and the surface of the concrete slab. Existing concrete shall be cut along the nearest existing construction joints; if such joints do not exist, the cut shall be made at minimum distances to match existing.

C. Existing concrete sidewalks and curbs that have been cut and removed for construction purposes shall be replaced with the same width and surface as the portion removed. Sidewalks shall have a minimum uniform thickness of 4-inches. The new work shall be neatly jointed to the existing concrete so that the surface of the new work shall form an even, unbroken plane with the existing surfaces.

D. The subgrade shall be formed by excavating to a depth equal to the thickness of the concrete, plus 2-inches. Subgrade shall be of such width as to permit the proper installation and bracing of the forms. Subgrades shall be compacted by hand

tamping or rolling. Soft, yielding or unstable material shall be removed and backfilled with satisfactory material. Place 2-inches of porous crushed stone under all sidewalks and curbs and compact thoroughly, then finish to a smooth, unyielding surface at proper line, grade and cross section.

E. Joint for Curbs

1. Joints shall be constructed to match existing and as specified. Construct joints true to line with their faces perpendicular to the surface of the structure and within 1/4-inch of their designated position.

2. Thoroughly spade and compact the concrete at the faces of all joints filling all voids.

3. Install expansion joint materials at the point of curve at all street returns. Install expansion joint material behind the curb at abutment to sidewalks and adjacent structures.

4. Place contraction joints every 10 feet along the length of the curbs and gutters. Form contraction joints using steel templates or division plates which conform to the cross section of the structure. Leave the templates in place until the concrete has set sufficiently to hold its shape, but remove them while the forms are still in place. Contraction joint templates or plates shall not extend below the top of the steel reinforcement or they shall be notched to permit the reinforcement to be continuous through the joint. Contraction joints shall be a minimum of 1-1/2-inches deep.

F. Expansion joints shall be required to replace any removed expansion joints. Expansion joints shall be true and even, shall present a satisfactory appearance, and shall extend to within 1/2-inch of the top of finished concrete surface.

G. Finishing

1. Strike off the surface with a template and finish the surface with a wood float using heavy pressure, after which, contraction joints shall be made and the surface finished with a wood float or steel trowel.

2. Finish the face of the curbs at the top and bottom with an approved finishing tool of the radius to match existing.

3. Finish edges with an approved finishing tool having a 1/4-inch radius.

4. Provide a final broom finish by lightly combing with a stiff broom after troweling is complete.

5. The finished surface shall not vary more than 1/8-inch in 10 feet from the established grade.

H. Driveway and Sidewalk Ramp Openings

1. Provide driveway openings of the widths and at the locations to match existing and as directed by the Engineer.

2. Provide sidewalk ramp openings to match existing, in conformance with the applicable regulations and as directed by the Engineer.

I. Concrete shall be suitably protected from freezing and excessive heat. It shall be kept covered with burlap or other suitable material and kept wet until cured. Provide necessary barricades to protect the work. All damage caused by people, vehicles, animals, rain, the Contractor's operations and the like shall be repaired by the Contractor, at no additional expense to the Owner.

3.04 MAINTENANCE

The Contractor shall maintain the surfaces of roadways built and pavements replaced until the acceptance of the Project. Maintenance shall include replacement, scraping, reshaping, wetting and rerolling as necessary to prevent raveling of the road material, the preservation of reasonably smooth surfaces and the repair of damaged or unsatisfactory surfaces, to the satisfaction of the Engineer. Maintenance shall include sprinkling as may be necessary to abate dust from the gravel surfaces.

3.05 SUPERVISION AND APPROVAL

A. Pavement restoration shall meet the requirements of the regulatory agency responsible for the pavement. Obtain agency approval of pavement restorations before requesting final payment.

B. Obtain the Engineer's approval of restoration of pavement, such as private roads and drives, that are not the responsibility of a regulatory agency.

C. Complete pavement restoration as soon as possible after backfilling.

D. Failure of Pavement: Should any pavement restoration or repairs fail or settle during the life of the Contract, including the bonded period, promptly restore or repair defects.

3.06 CLEANING

The Contractor shall remove all surplus excavation materials and debris from the street surfaces and rights-of-way and shall restore street, roadway or sidewalk surfacing to its original condition.

END OF SECTION

SECTION 02665

Water Mains and Accessories

PART 1 GENERAL

1.01 SCOPE

A. This Section describes products to be incorporated into the water mains and requirements for the installation and use of these items. Furnish all products and perform all labor necessary to fulfill the requirements of these Specifications.

B. General: Supply all products and perform all work in accordance with applicable American Society for Testing and Material (ASTM), American Water Works Association (AWWA), American National Standards Institute (ANSI), or other recognized standards. Latest revisions of all standards are applicable.

1.02 QUALIFICATIONS

If requested by the Engineer, submit evidence that manufacturers have consistently produced products of satisfactory quality and performance for a period of at least two years.

1.03 SUBMITTALS

Complete shop drawings, product data and engineering data for all products shall be submitted to the Engineer.

1.04 TRANSPORTATION AND HANDLING

A. Unloading: Furnish equipment and facilities for unloading, handling, distributing and storing pipe, fittings, valves and accessories. Make equipment available at all times for use in unloading. Do not drop or dump materials. Any materials dropped or dumped will be subject to rejection without additional justification. Pipe handled on skids shall not be rolled or skidded against the pipe on the ground.

B. Handling: Handle pipe, fittings, valves and accessories carefully to prevent shock or damage. Handle pipe by rolling on skids, forklift, or front end loader. Do not use material damaged in handling. Slings, hooks or pipe tongs shall be padded and used in such a manner as to prevent damage to the exterior coatings or internal lining of the pipe.

1.05 STORAGE AND PROTECTION

A. Store all pipe which cannot be distributed along the route. Make arrangements for the use of suitable storage areas.

B. Stored materials shall be kept safe from damage. The interior of all pipe, fittings and other appurtenances shall be kept free from dirt or foreign matter at all times. Valves and hydrants shall be drained and stored in a manner that will protect them from damage by freezing.

C. Pipe shall not be stacked higher than the limits recommended by the manufacturer. The bottom tier shall be kept off the ground on timbers, rails or concrete. Pipe in tiers shall be alternated: bell, plain end; bell, plain end. At least two rows of timbers shall be placed between tiers and chocks, affixed to each other in order to prevent movement. The timbers shall be large enough to prevent contact between the pipe in adjacent tiers.

D, Stored mechanical and push-on joint gaskets shall be placed in a cool location out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first-in, first-out basis.

E. Mechanical-joint bolts shall be handled and stored in such a manner that will ensure proper use with respect to types and sizes.

1.06 QUALITY ASSURANCE

The manufacturer shall provide written certification to the Engineer that all products furnished comply with all applicable requirements of these Specifications.

PART 2 PRODUCTS

2.01 PIPING MATERIALS AND ACCESSORIES

A. Ductile Iron Pipe (DIP)

1. Ductile iron pipe shall be manufactured in accordance with AWWA C151. All pipe, except specials, shall be furnished in nominal lengths of 18 to 20 feet. Sizes will be as shown on the Drawings. All pipe shall be Pressure Class 52 and have corresponding minimum wall thickness, unless otherwise specified or shown on the Drawings. Only Ductile iron Pipe Class 52, manufactured by U.S. Pipe, American Pipe, Griffin Pipe or McWane Pipe will be accepted.

2. Pipe and fittings shall be cement lined in accordance with AWWA C104. The seal coat is optional. Pipe and fittings shall be furnished with a bituminous outside coating.

3. Fittings shall be ductile iron and shall conform to AWWA C110 or AWWA C153 with a minimum rated working pressure of 250 psi.

4. Joints

   a. Unless shown or specified otherwise, joints shall be push-on or restrained joint type for pipe and standard mechanical, push-on or restrained joints for fittings. Push-on and mechanical joints shall conform to AWWA C111.
   b. The only acceptable restrained joint systems are identified in the table below. No field welding of restrained joint pipe will be allowed.

Acceptable Restrained Joints					
Size	ACIPCO	U.S. Pipe		Griffin	Generic*
4 - 12	Fast-Grip Flex Ring	Field Lok TR Flex		SNAP-LOCK	MJ with Retainer Gland

* Fittings and valves only, and only where specifically allowed

5. Provide the appropriate gaskets for mechanical and flange joints. Gaskets for flange joints shall be made of 1/8-inch thick, cloth reinforced rubber; gaskets may be ring type or full face type.

6. Bolts and Nuts

   a. Provide the necessary bolts for connections. All bolts and nuts shall be threaded in accordance with ANSI B1.1, Coarse Thread Series, Class 2A external and 2B internal fit. All bolts and nuts shall be made in the U.S.A.
   b. Bolts and nuts for mechanical joints shall be Tee Head Bolts and nuts of high strength low-alloy steel in accordance with ASTM A 242 to the dimensions shown in AWWA C111/ANSI A21.11.
   c. Bolts for exposed service shall be zinc plated, cold pressed, steel machine bolts conforming to ASTM A 307, Grade B. Nuts for exposed service shall be zinc plated, heavy hex conforming to ASTM A 563. Zinc plating shall conform to ASTM B 633, Type II.

7. Mechanical joint glands shall be ductile iron

for a rated pressure of 250 psi: the leakage test shall be performed at a pressure of 250 psi; proof of design tests shall be performed and certification of such proof of design test shall be provided to the Engineer.

2. Valve bodies shall be ductile iron conforming to ASTM A 536, Grade 65-45-12 or ASTM A 126, Grade B cast iron. Shafts shall be 18-8, Type 304 stainless steel, machined and polished. Valve discs shall be ductile iron, ASTM A 536, Grade 65-45-12. The resilient valve seat shall be located either on the valve disc or in the valve body and shall be fully field adjustable and field replaceable.

3. Valves shall be equipped with geared actuators designed, manufactured and tested in accordance with AWWA C504. Actuators shall be capable of holding the disc in any position between full open and full closed without any movement or fluttering of the disc. Actuators shall be furnished with fully adjustable mechanical stop-limiting devices. Actuators that utilize the sides of the actuator housing to limit disc travel are unacceptable. Valve actuators shall be capable of withstanding a minimum of 450 foot pounds of input torque in either the open or closed position without damage.

4. Valves shall be installed with the valve shafts horizontal. Valves and actuators shall have seals on all shafts and gaskets on valve actuator covers to prevent the entry of water. Actuator mounting brackets shall be totally enclosed and shall have gasket seals.

5. Butterfly valves shall be manufactured by Mueller or M & H Valve.

C. Check Valves (CV)

1. Check valves shall be swing disc type, cushioned. Check valves shall be hinged disc type with cast iron body and bronze or bronze-fitted disc. Valves shall be designed for the operating head indicated and shall not slam shut on pump shutdown. The valve shall be set to close at a differential operating pressure of 5 psi. Valves shall be equipped with a 1/2-inch stop cock at the high point of the valve for bleeding air from the line.

2. Valves shall be outside weight and lever cushioned type. The cushion chamber shall be attached to the side of the valve body externally and constructed with a piston operating in a chamber that will effectively prevent water hammer and backflow. The cushioning shall be by air, and the cushion chamber shall be so arranged that the closing speed will be adjustable to meet the service requirements.

3. Valve ends shall be flanged, meeting the requirements of ANSI B16.1, Class 125.

4. Valves shall be manufactured by APCO or GA Industries.

2.03 FIRE HYDRANTS (FH)

A. All fire hydrants shall conform to the requirements of AWWA C502 for 200 psi working pressure. Hydrants shall be the compression type, closing with line pressure. The valve opening shall be 5 1/4 inches

B. In the event of a traffic accident, the hydrant barrel shall break away from the standpipe at a point above grade and in a manner which will prevent damage to the barrel and stem, preclude opening of the valve, and permit rapid and inexpensive restoration without digging or cutting off the water.

C. The means for attaching the barrel to the standpipe shall permit facing the hydrant a minimum of eight different directions.

D. Hydrants shall be fully bronze mounted with all working parts of bronze. Valve seat ring shall be bronze and shall screw into a bronze retainer.

E. All working parts, including the seat ring shall be removable through the top without disturbing the barrel of the hydrant.

F. The operating nut shall match those on the existing hydrants. The operating threads shall be totally enclosed in an operating chamber, separated from the hydrant barrel by a rubber O-ring stem seal and lubricated by grease.

G. Hydrant shall be a non-freezing design and be provided with a simple, positive, and automatic drain which shall be fully closed whenever the main valve is opened.

H. Hose and pumper connections shall be breech-locked, pinned, or threaded and pinned to seal them into the hydrant barrel. Each hydrant shall have two 2-1/2-inch hose connections and one 4-1/2-inch pumper connection, all with National Standard threads and each equipped with cap and non-kinking chain.

I. Hydrants shall be furnished with a mechanical joint connection to the spigot of the 6-inch hydrant lead.

J. Minimum depth of bury shall be 30-inches. Provide extension section where necessary for proper vertical installation and in accordance with manufacturer's recommendations.

K. All outside surfaces of the barrel above grade shall be painted with enamel equal to Koppers Glarnortex 501 in a color to be selected by the Owner

L Hydrants shall be traffic model and shall be Mueller Super Centurion, M &. H Valve 129 or American- Darling .

2.04 VALVE BOXES (VB) AND EXTENSION STEMS

A. All valves shall be equipped with valve boxes. The valve boxes shall be cast iron two-piece screw type with drop covers, Valve boxes shall have a S.2S-inch inside diameter. Valve box covers shall weigh a minimum of 13 pounds. The valve boxes shall be adjustable to 6-inches up or down from the nominal required cover over the pipe. Valve boxes shall be of sufficient length that bottom flange of the lower belled portion of the box is below the valve operating nut. Ductile or cast iron extensions shall be provided as necessary. Covers shall have "WATER VALVE" or "WATER" cast into them. Valve boxes shall be manufactured in the United States.

B, Extension stems shall be provided if depth of bury places the operating nut in excess of 60~inches beneath finished grade, so as to set the top of the operating nut 30-inches below finished grade. Connection to the valve shall be with a wrench nut coupling and a *set* screw to secure the coupling to the valve's operating nut. The coupling and square wrench nut shall be welded to the extension stem. Extension stems shall be equal to Mueller A-26441 or M & H Valve Style 3801.

2.05 TAPPING SLEEVES AND VALVES (TS&V)

Tapping sleeves shall be cast or ductile iron of the split-sleeve, mechanical joint type. The Contractor shall be responsible for determining the outside diameter of the pipe to be connected to prior to ordering the sleeve. Valves shall be gate valves furnished in accordance with the specifications shown above, with flanged connection to the tapping sleeve and mechanical joint connection to the branch pipe, The tapping sleeve and valve shall be supplied by the valve manufacturer. Tapping sleeves shall be equal to American-Darling, Mueller or M & H Valve.

2.06 CORPORATION COCKS AND CURB STOPS

Corporation cocks and curb stops shall be ground key type, shall be made of bronze conforming to ASTM B 61 or B 62, and shall be suitable for the working pressure of the system. Ends shan be suitable for grip type joint. Threaded ends for inlet and outlet of' corporation cocks shall conform to A WW A C800; coupling nut for connection to flared copper tubing shall conform to ANSI 816.26. Corporation cocks and curb stops shall be manufactured by Mueller or Ford.

2.07 RETAINER GLANDS

A. Retainer glands for ductile iron pipe shall be Megalug Series 1100, as manufactured by EBAA Iron, or Uni-Flange Series 1400, as manufactured by Ford Meter Box Company.

2.08 HYDRANT TEES

Hydrant tees shall be equal to ACIPCO A10180 or U.S. Pipe U-592.

2.09 ANCHOR COUPLINGS

Lengths and sizes shall be as shown on the Drawings. Anchor couplings shall be equal to ACIPCO A 10895 or U.S. Pipe U-591.

2.10 VALVE KEYS

The Contractor shall provide to the Owner one valve key for every five valves provided, but no more than three and not less than one valve key. Valve keys shall be 72-inches long with a tee handle and a 2-inch square wrench nut. Valve keys shall be furnished by the valve manufacturer. Valve keys shall be equal to Mueller A-24610 or ACIPCO No. 1303.

2.11 CONCRETE

Concrete shall have a compressive strength of not less than 3000 psi, with not less than 5.5 bags of cement per cubic yard and a slump between 3 and 5-inches. For job mixed concrete, submit the concrete mix design for approval by the Engineer. Ready-mixed concrete shall be mixed and transported in accordance with ASTM C 94. Reinforcing steel shall conform to the requirements of ASTM A 615, Grade 60.

2.12 DETECTION WIRE

Detection wire shall be 12 gauge THHN (Thermo High Heat Nylon) copper locator wire.

PART 3 EXECUTION

3.01 EXISTING UTILITIES AND OBSTRUCTIONS

A. The Drawings indicate utilities or obstructions that are known to exist according to the best information available to the Owner. This information is not to be relied upon as being exact or complete. The Contractor shall call the Tennessee One Call System, Inc. (1-800-351-1111) as required by the Tennessee Law "Underground Utility Damage Prevention Act" (Code Section 65-31-106). Additionally, the Contractor shall call the utility companies to request a field location of their utilities.

B. Existing Utility Location: The following steps shall be exercised to avoid interruption of existing utility service.

1. Provide the required notice to the utility owners and allow them to locate their facilities according to Tennessee law. Field utility locations are valid for only 10 days after original notice. The Contractor shall ensure, at the time of any excavation, that a valid utility location exists at the point of excavation.

2. Expose the facility, for a distance of at least 200 feet in advance of pipeline construction, to verify its true location and grade. Repair, or have repaired, any damage to utilities resulting from locating or exposing their true location.

3. Avoid utility damage and interruption by protection with means or methods recommended by the utility owner.

4. Maintain a log identifying when phone calls were made, who was called, area for which utility relocation was requested and work order number issued, if any. The Contractor shall provide the Engineer an updated copy of the log bi-weekly, or more frequently if required.

C. Conflict with Existing Utilities

1. Horizontal Conflict: Horizontal conflict shall be defined as when the actual horizontal separation between a utility, main, or service and the proposed water main does not permit safe installation of the water main by the use of sheeting, shoring, tieing-back, supporting, or temporarily suspending service of the parallel or crossing facility. The Contractor may change the proposed alignment of the water main to avoid horizontal conflicts if the new alignment remains within the available right-of-way or easement, complies with regulatory agency requirements and after a written request to and subsequent approval by the Engineer. If, in the opinion of the Engineer, the water main's proposed location cannot be adjusted, thus requiring the relocation of an

existing utility, the Owner will direct the Contractor to relocate the utility as part of the Contract with the costs of such relocation being paid for as part of a change order.

2. Vertical Conflict: Vertical conflict shall be defined as when the actual vertical separation between a utility, main, or service and the proposed water main does not permit the crossing without immediate or potential future damage to the utility, main, service, or the water main. The Contractor may change the proposed grade of the water main to avoid vertical conflicts if the changed grade maintains adequate cover and complies with regulatory agencies requirements after written request to and subsequent approval by the Engineer. If, in the opinion of the Engineer, the water main's proposed location cannot be adjusted, thus requiring the relocation of an existing utility, the Owner will direct the Contractor to relocate the utility as part of the Contract with the costs of such relocation being paid for as part of a change order.

D. Electronic Locator: Have available at all times an electronic pipe locator and a magnetic locator, in good working order, to aid in locating existing pipe lines or other obstructions.

E. Water and Sewer Separation

1. Water mains should maintain a minimum 10 foot edge-to-edge separation from sewer lines, whether gravity or pressure. If the main cannot be installed in the prescribed easement or right-of-way and provide the 10 foot separation, the separation may be reduced, provided the bottom of the water main is a minimum of 18-inches above the top of the sewer. Should neither of these two separation criteria be possible, the water main shall be installed below the sewer with a minimum vertical separation of 18-inches.

2. The water main, when installed below the sewer, shall be encased in concrete with a minimum 6-inch concrete depth to the first joint in each direction. Where water mains cross the sewer, the pipe joint adjacent to the pipe crossing the sewer shall be cut to provide maximum separation of the pipe joints from the sewer.

3. No water main shall pass through, or come in contact with, any part of a sanitary sewer manhole.

3.02 CONSTRUCTION ALONG HIGHWAYS, STREETS AND ROADWAYS

A. Install pipe lines and appurtenances along highways, streets and roadways in accordance with the applicable regulations of, and permits issued by, the Tennessee

Department of Transportation Bureau of Highways and the county with reference to construction operations, safety, traffic control, road maintenance and repair.

B. Traffic Control

1. The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights and other traffic control devices; provide qualified flagmen where necessary to direct traffic; take all necessary precautions for the protection of the work and the safety of the public.

2. Construction traffic control devices and their installation shall be in accordance with the current Manual On Uniform Traffic Control Devices for Streets and Highways.

3. Placement and removal of construction traffic control devices shall be coordinated with the Tennessee Department of Transportation Bureau of Highways and the county a minimum of 48 hours in advance of the activity.

4. Placement of construction traffic control devices shall be scheduled ahead of associated construction activities. Construction time in street right-of-way shall be conducted to minimize the length of time traffic is disrupted. Construction traffic control devices shall be removed immediately following their useful purpose. Traffic control devices used intermittently, such as "Flagmen Ahead", shall be removed and replaced when needed.

5. Existing traffic control devices within the construction work zone shall be protected from damage. Traffic control devices requiring temporary relocation shall be located as near as possible to their original vertical and horizontal locations. Original locations shall be measured from reference points and recorded in a log prior to relocation. Temporary locations shall provide the same visibility to affected traffic as the original location. Relocated traffic control devices shall be reinstalled in their original locations as soon as practical following construction.

6. Construction traffic control devices shall be maintained in good repair and shall be clean and visible to affected traffic for daytime and nighttime operation. Traffic control devices affected by the construction work zone shall be inspected daily.

7. Construction warning signs shall be black legend on an orange background. Regulatory signs shall be black legend on a white background. Construction sign panels shall meet the minimum reflective requirements of the Tennessee Department of Transportation Bureau of Highways and the county. Sign

panels shall be of durable materials capable of maintaining their color, reflective character and legibility during the period of construction.

8. Channelization devices shall be positioned preceding an obstruction at a taper length as required by the current Manual On Uniform Traffic Control Devices for Streets and Highways, as appropriate for the speed limit at that location. Channelization devices shall be patrolled to insure that they are maintained in the proper position throughout their period of use.

C. Construction Operations

1. Perform all work along highways, streets and roadways to minimize interference with traffic.

2. Stripping: Where the pipe line is laid along road right-of-way, strip and stockpile all sod, topsoil and other material suitable for right-of-way restoration.

3. Trenching, Laying and Backfilling: Do not open the trench any further ahead of pipe laying operations than is necessary. Backfill and remove excess material immediately behind laying operations. Complete excavation and backfill for any portion of the trench in the same day.

4. Shaping: Reshape damaged slopes, side ditches, and ditch lines immediately after completing backfilling operations. Replace topsoil, sod and any other materials removed from shoulders.

5. Construction operations shall be limited to 400 feet along areas, including clean-up and utility exploration.

D. Excavated Materials: Do not place excavated material along highways, streets and roadways in a manner which obstructs traffic. Sweep all scattered excavated material off of the pavement in a timely manner.

E. Drainage Structures: Keep all side ditches, culverts, cross drains, and other drainage structures clear of excavated material. Care shall be taken to provide positive drainage to avoid ponding or concentration of runoff.

F. Landscaping Features: Landscaping features shall include, but are not necessarily limited to: fences; property corners; cultivated trees and shrubbery; manmade improvements; subdivision and other signs within the right-of-way and easement. The Contractor shall take extreme care in moving landscape features and promptly re-establishing these features.

G. Maintaining Highways, Streets, Roadways and Driveways

1. Maintain streets, highways, roadways and driveways in suitable condition for movement of traffic until completion and final acceptance of the Work.

2. During the time period between pavement removal and completing permanent pavement replacement, maintain highways, streets and roadways by the use of steel running plates. Running plate edges shall have asphalt placed around their periphery to minimize vehicular impact. The backfill above the pipe shall be compacted as specified elsewhere up to the existing pavement surface to provide support for the steel running plates.

3. Furnish a road grader or front-end loader for maintaining highways, streets, and roadways. The grader or front-end loader shall be available at all times.

4. Immediately repair all driveways that are cut or damaged. Maintain them in a suitable condition for use until completion and final acceptance of the Work.

3.03 PIPE DISTRIBUTION

A. Pipe shall be distributed and placed in such a manner that will not interfere with traffic.

B. No pipe shall be strung further along the route than 1,000 feet beyond the area in which the Contractor is actually working without written permission from the Owner. The Owner reserves the right to reduce this distance to a maximum distance of 200 feet in residential and commercial areas based on the effects of the distribution to the adjacent property owners.

C. No street or roadway may be closed for unloading of pipe without first obtaining permission from the proper authorities. The Contractor shall furnish and maintain proper warning signs and obstruction lights for the protection of traffic along highways, streets and roadways upon which pipe is distributed.

D. No distributed pipe shall be placed inside drainage ditches.

E. Distributed pipe shall be placed as far as possible from the roadway pavement, but no closer than five feet from the roadway pavement, as measured edge-to-edge.

3.04 LOCATION AND GRADE

A. The Drawings show the alignment of the water main and the location of valves, hydrants and other appurtenances. Water mains shall be constructed at a depth as specified in Section 02225, Article 3.01, Paragraph D.

B. After the Contractor locates and marks the water main centerline or baseline, the Contractor shall perform clearing and grubbing.

C. Construction shall begin at a connection location and proceed without interruption. Multiple construction sites shall not be permitted without written authorization from the Engineer for each site.

3.05 LAYING AND JOINTING PIPE AND ACCESSORIES

A. Lay all pipe and fittings to accurately conform to the lines and grades established by the Engineer.

B. Pipe Installation

1. Proper implements, tools and facilities shall be provided for the safe performance of the Work. All pipe, fittings, valves and hydrants shall be lowered carefully into the trench by means of slings, ropes or other suitable tools or equipment in such a manner as to prevent damage to water main materials and protective coatings and linings. Under no circumstances shall water main materials be dropped or dumped into the trench.

2. All pipe, fittings, valves, hydrants and other appurtenances shall be examined carefully for damage and other defects immediately before installation. Defective materials shall be marked and held for inspection by the Engineer, who may prescribe corrective repairs or reject the materials.

3. All lumps, blisters and excess coating shall be removed from the socket and plain ends of each pipe, and the outside of the plain end and the inside of the bell shall be wiped clean and dry and free from dirt, sand, grit or any foreign materials before the pipe is laid. No pipe containing dirt shall be laid.

4. Foreign material shall be prevented from entering the pipe while it is being placed in the trench. No debris, tools, clothing or other materials shall be placed in the pipe at any time.

5. As each length of pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.

6. It is not mandatory to lay pipe with the bells facing the direction in which work is progressing.

3. Applying pressure to the top of the pipe such as with a backhoe bucket to lower the pipe to the proper elevation or grade, shall not be permitted.

C. Alignment and Gradient

1. Lay pipe straight in alignment and gradient or follow true curves as nearly as practicable. Do not deflect any joint more than the maximum deflection recommended by the manufacturer.

2. Maintain a transit, level and accessories on the job to lay out angles and ensure that deflection allowances are not exceeded.

D. Expediting of Work: Excavate, lay the pipe, and backfill as closely together as possible. Do not leave unjointed pipe in the trench overnight. Backfill and compact the trench as soon as possible after laying and jointing is completed. Cover the exposed end of the installed pipe each day at the close of work and at all other times when work is not in progress. If necessary to backfill over the end of an uncompleted pipe or accessory, close the end with a suitable plug, either push-on, mechanical joint, restrained joint or as approved by the Engineer.

E. Joint Assembly

1. Push-on, mechanical, flange and restrained type joints shall be assembled in accordance with the manufacturer's recommendations.

2. The Contractor shall inspect each pipe joint within 500 feet on either side of main line valves to insure 100 percent seating of the pipe spigot, except as noted otherwise.

3. Each restrained joint shall be inspected by the Contractor to ensure that it has been "homed" 100 percent.

F. Cutting Pipe: Cut ductile iron pipe using an abrasive wheel saw. Remove all burrs and smooth the end before joining. The Contractor shall cut the pipe and bevel the end, as necessary, to provide the correct length of pipe necessary for installing the fittings, valves, accessories and closure pieces in the correct location. Only push-on or mechanical joint pipe shall be cut.

G. Polyethylene Encasement: Installation shall be in accordance with AWWA C105 and the manufacturer's instructions. All ends shall be securely closed with tape and all damaged areas shall be completely repaired to the satisfaction of the Engineer.

H. Valve and Fitting Installation

1. Prior to installation, valves shall be inspected for direction of opening, number of turns to open, freedom of operation, tightness of pressure-containing bolting and test plugs, cleanliness of valve ports and especially seating surfaces, handling damage and cracks. Defective valves shall be corrected or held for inspection by the Engineer. Valves shall be closed before being installed.

2. Valves, fittings, plugs and caps shall be set and joined to the pipe in the manner specified in this Section for cleaning, laying and joining pipe, except that 12-inch and larger valves shall be provided with special support, such as treated timbers, crushed stone, concrete pads or a sufficiently tamped trench bottom so that the pipe will not be required to support the weight of the valve. Valves shall be installed in the closed position.

3. A valve box shall be provided on each underground valve. They shall be carefully set, centered exactly over the operating nut and truly plumbed. The valve box shall not transmit shock or stress to the valve. The bottom flange of the lower belled portion of the box shall be placed below the valve operating nut. This flange shall be set on brick, so arranged that the weight of the valve box and superimposed loads will bear on the base and not on the valve or pipe. Extension stems shall be installed where depth of bury places the operating nut in excess of 60-inches beneath finished grade so as to set the top of the operating nut 30-inches below finished grade. The valve box cover shall be flush with the surface of the finished area or such other level as directed by the Engineer.

4. In no case shall valves be used to bring misaligned pipe into alignment during installation. Pipe shall be supported in such a manner as to prevent stress on the valve.

5. A valve marker shall be provided for each underground valve. Unless otherwise detailed on the Drawings or directed by the Engineer, valve markers shall be installed 6-inches inside the right-of-way or easement.

I. Hydrant Installation

1. Prior to installation, inspect all hydrants for direction of opening, nozzle threading, operating nut and cap nut dimensions, tightness of pressure-containing bolting, cleanliness of inlet elbow, handling damage and cracks. Defective hydrants shall be corrected or held for inspection by the Engineer.

2. All hydrants shall stand plumb and shall have their nozzles parallel with or at right angles to the roadway, with pumper nozzle facing the roadway, except that hydrants having two-hose nozzles 90 degrees apart shall be set with each nozzle facing the roadway at an angle of 45 degrees.

3. Hydrants shall be set to the established grade, with the centerline of the lowest nozzle at least 12-inches above the ground or as directed by the Engineer.

4. Each hydrant shall be connected to the main with a 6-inch branch controlled by an independent 6-inch valve. When a hydrant is set in soil that is pervious, drainage shall be provided at the base of the hydrant by placing coarse gravel or crushed stone mixed with coarse sand from the bottom of the trench to at least 6-inches above the drain port opening in the hydrant to a distance of 12-inches around the elbow.

5. When a hydrant is set in clay or other impervious soil, a drainage pit 2 x 2 x 2 feet shall be excavated below each hydrant and filled with coarse gravel or crushed stone mixed with coarse sand under and around the elbow of the hydrant and to a level of 6-inches above the drain port.

6. Hydrants shall be located as shown on the Drawings or as directed by the Engineer. In the case of hydrants that are intended to fail at the ground-line joint upon vehicle impact, specific care must be taken to provide adequate soil resistance to avoid transmitting shock moment to the lower barrel and inlet connection. In loose or poor load bearing soil, this may be accomplished by pouring a concrete collar approximately 6-inches thick to a diameter of 24-inches at or near the ground line around the hydrant barrel.

3.06 CONNECTIONS TO WATER MAINS

A. Make connections to existing pipe lines with tapping sleeves and valves, unless specifically shown otherwise on the Drawings.

B. Location: Before laying pipe, locate the points of connection to existing water mains and uncover as necessary for the Engineer to confirm the nature of the connection to be made.

C. Interruption of Services: Make connections to existing water mains only when system operations permit. Operate existing valves only with the specific authorization and direct supervision of the Owner.

D. Tapping Saddles and Tapping Sleeves

1. Holes in the new pipe shall be machine cut, either in the field or at the factory. No torch cutting of holes shall be permitted.

2. Prior to attaching the saddle or sleeve, the pipe shall be thoroughly cleaned, utilizing a brush and rag, as required.

3. Before performing field machine cut, the watertightness of the saddle or sleeve assembly shall be pressure tested. The interior of the assembly shall be filled with water. An air compressor shall be attached, which will induce a test pressure as specified in this Section. No leakage shall be permitted for a period of five minutes.

4. After attaching the saddle or sleeve to an existing main, but prior to making the tap, the interior of the assembly shall be disinfected. All surfaces to be exposed to potable water shall be swabbed or sprayed with a one percent hypochlorite solution.

E. Connections Using Solid Sleeves: Where connections are shown on the Drawings using solid sleeves, the Contractor shall furnish materials and labor necessary to make the connection to the existing pipe line.

F. Connections Using Couplings: Where connections are shown on the Drawings using couplings, the Contractor shall furnish materials and labor necessary to make the connection to the existing pipe line, including all necessary cutting, plugging and backfill.

3.07 THRUST RESTRAINT

A. Provide restraint at all points where hydraulic thrust may develop.

B. Retainer Glands: Provide retainer glands where shown on the Drawings and on fire hydrants and all associated fittings, valves and related piping. Retainer glands shall be installed in accordance with the manufacturer's recommendations, particularly, the required torque of the set screws. The Contractor shall furnish a torque wrench to verify the torque on all set screws which do not have inherent torque indicators.

C. Harnessing

1. Provide harness rods only where specifically shown on the Drawings or directed by the Engineer.

2. Harness rods shall be manufactured in accordance with ASTM A 36 and shall have an allowable tensile stress of no less than 22,000 psi. Harness rods shall be hot dip galvanized or field coated with bitumastic before backfilling.

3. Where possible, harness rods shall be installed through the mechanical joint bolt holes. Where it is not possible, provide 90 degree bend eye bolts.

4. Eye bolts shall be of the same diameter as specified in AWWA C111 for that pipe size. The eye shall be welded closed. Where eye bolts are used in conjunction with harness rods, an appropriate size washer shall be utilized with a nut on each end of the harness rod. Eye bolts shall be of the same material and coating as the harness rods.

D. Hydrants: Hydrants shall be attached to the water main by the following method:

1. The isolation valve shall be attached to the main by connecting the valve to the hydrant tee.

2. The isolation valve shall be attached to the hydrant by providing an anchor coupling between the valve and hydrant.

E. Thrust Collars: Collars shall be constructed as shown on the Drawings. Concrete and reinforcing steel shall meet the requirements as specified in this Section. The welded-on collar shall be designed to meet the minimum allowable load shown on the Drawings. The welded-on collar shall be attached to the pipe by the pipe manufacturer.

F. Concrete Blocking

1. Provide concrete blocking for all bends, tees, valves, and other points where thrust may develop, except where other exclusive means of thrust restraint are specifically shown on the Drawings.

2. Concrete shall be as specified in this Section.

3. Form and pour concrete blocking at fittings as shown on the Drawings and as directed by the Engineer. Pour blocking against undisturbed earth. Increase dimensions when required by over excavation.

3.08 DETECTION WIRE

3.09 INSPECTION AND TESTING

A. Pressure and Leakage Test

1. All sections of the water main subject to internal pressure shall be pressure tested in accordance with AWWA C600. A section of main will be considered ready for testing after completion of all thrust restraint and backfilling.

2. Each segment of water main between main valves shall be tested individually.

3. Test Preparation

   a. Flush sections thoroughly at flow velocities, greater than 2.5 feet per second, adequate to remove debris from pipe and valve seats.
   b. Partially operate valves and hydrants to clean out seats.
   c. Provide temporary blocking, bulkheads, flanges and plugs as necessary, to assure all new pipe, valves and appurtenances will be pressure tested.
   d. Before applying test pressure, air shall be completely expelled from the pipeline and all appurtenances. Insert corporation cocks at highpoints to expel air as main is filled with water as necessary to supplement automatic air valves. Corporation stops shall be constructed as detailed on the Drawings with a meter box.
   e. Fill pipeline slowly with water. Provide a suitable pump with an accurate water meter to pump the line to the specified pressure.
   f. The differential pressure across a valve or hydrant shall equal the maximum possible, but not exceed the rated working pressure. Where necessary, provide temporary backpressure to meet the differential pressure restrictions.
   g. Valves shall not be operated in either the opening or closing direction at differential pressures above the rated pressure.

4. Test Pressure: Test the pipeline at 200psi or 1.5 times the operating pressure, whichever is greater, measured at the lowest point for at least two hours. Maintain the test pressure within 5 psi of the specified test pressure for the test duration. Should the pressure drop more than 5 psi at any time during the test period, the pressure shall be restored to the specified test pressure. Provide an accurate pressure gauge with graduation not greater than 5 psi.

5. Leakage

   a. Leakage shall be defined as the sum of the quantity of water that must be pumped into the test section, to maintain pressure within 5 psi of the specified test pressure for the test duration plus water required to return

line to test pressure at the end of the test. Leakage shall be the total cumulative amount measured on a water meter.

b. The Owner assumes no responsibility for leakage occurring through existing valves.

6. Test Results: No test section shall be accepted if the leakage exceeds the limits determined by the following formula:

$$L = \frac{SD\,(P)^{1/2}}{133{,}200}$$

Where: L = allowable leakage, in gallons per hour
S = length of pipe tested, in feet
D = nominal diameter of the pipe, in inches
P = average test pressure during the leakage test, in pounds per square inch (gauge)

As determined under Section 4 of AWWA C600.

If the water main section being tested contains lengths of various pipe diameters, the allowable leakage shall be the sum of the computed leakage for each diameter. The leakage test shall be repeated until the test section is accepted. All visible leaks shall be repaired regardless of leakage test results.

7. Completion: After a pipeline section has been accepted, relieve test pressure. Record type, size and location of all outlets on record drawings.

3.10 DISINFECTING PIPELINE

A. After successfully pressure testing each pipeline section, disinfect in accordance with AWWA C651 for the continuous-feed method and these Specifications.

B. Specialty Contractor: Disinfection shall be performed by an approved specialty contractor. Before disinfection is performed, the Contractor shall submit a written procedure for approval before being permitted to proceed with the disinfection. This plan shall also include the steps to be taken for the neutralization of the chlorinated water.

C. Chlorination

1. Apply chlorine solution to achieve a concentration of at least 25 milligrams per liter free chlorine in new line. Retain chlorinated water for 24 hours.

2. Chlorine concentration shall be recorded at every outlet along the line at the beginning and end of the 24 hour period.

D. After 24 hours, all samples of water shall contain at least 10 milligrams per liter free chlorine. Re-chlorinate if required results are not obtained on all samples.

1. Disposal of Chlorinated Water: Reduce chlorine residual of disinfection water to less than one milligram per liter if discharged directly to a body of water or to less than two milligrams per liter if discharged onto the ground prior to disposal. Treat water with sulfur dioxide or other reducing chemicals to neutralize chlorine residual. Flush all lines until residual is equal to existing system.

2. Bacteriological Testing: After final flushing and before the water main is placed in service, the Contractor shall collect samples from the line and have tested for bacteriological quality in accordance with the rules of the Tennessee Department of Environment and Conservation (TDEC). The bacteriological samples shall be analyzed for both coliform and non-coliform growth. Testing shall be performed by a laboratory certified by the State of Tennessee. Re-chlorinate lines until required results are obtained.

3.11 PROTECTION AND RESTORATION OF WORK AREA

A. General: Return all items and all areas disturbed, directly or indirectly by work under these Specifications, to their original condition or better, as quickly as possible after work is started.

1. The Contractor shall plan, coordinate, and prosecute the work such that disruption to personal property and business is held to a practical minimum.

2. All construction areas abutting lawns and yards of residential or commercial property shall be restored promptly. Backfilling of underground facilities, ditches, and disturbed areas shall be accomplished on a daily basis as work is completed. Finishing, dressing, and grassing shall be accomplished immediately thereafter, as a continuous operation within each area being constructed and with emphasis placed on completing each individual yard or business frontage. Care shall be taken to provide positive drainage to avoid ponding or concentration of runoff.

3. Handwork, including raking and smoothing, shall be required to ensure that the removal of roots, sticks, rocks, and other debris is removed in order to provide a neat and pleasing appearance.

4. The Department of Transportation's engineer shall be authorized to stop all work by the Contractor when restoration and cleanup are unsatisfactory and to require appropriate remedial measures.

B. Man-Made Improvements: Protect, or remove and replace with the Engineer's approval, all fences, walkways, mail boxes, pipe lines, drain culverts, power and telephone lines and cables, property pins and other improvements that may be encountered in the Work.

C. Cultivated Growth: Do not disturb cultivated trees or shrubbery unless approved by the Engineer. Any such trees or shrubbery which must be removed shall be heeled in and replanted under the direction of an experienced nurseryman.

D. Cutting of Trees: Do not cut trees for the performance of the work except as absolutely necessary. Protect trees that remain in the vicinity of the work from damage from equipment. Do not store spoil from excavation against the trunks. Remove excavated material stored over the root system of trees within 30 days to allow proper natural watering of the root system. Repair any damaged tree over 3-inches in diameter, not to be removed, under the direction of an experienced nurseryman. All trees and brush that require removal shall be promptly and completely removed from the work area and disposed of by the Contractor. No stumps, wood piles, or trash piles will be permitted on the work site.

E. Disposal of Rubbish: Dispose of all materials cleared and grubbed during the construction of the Project in accordance with the applicable codes and rules of the appropriate county, state and federal regulatory agencies.

F. Swamps and Other Wetlands

1. The Contractor shall not construct permanent roadbeds, berms, drainage structures or any other structures which alter the original topographic features within the easement.

2. All temporary construction or alterations to the original topography will incorporate measures to prevent erosion into the surrounding swamp or wetland. All areas within the easement shall be returned to their original topographic condition as soon as possible after work is completed in the area. All materials of construction and other non-native materials shall be disposed by the Contractor.

3. The Contractor shall provide temporary culverts or other drainage structures, as necessary, to permit the free migration of water between portions of a swamp, wetland or stream which may be temporarily divided by construction.

4. The Contractor shall not spread, discharge or dump any fuel oil, gasoline, pesticide, or any other pollutant to adjacent swamps or wetlands.

3.12 ABANDONING EXISTING WATER MAINS

A. General: Abandon in place all existing water main segments indicated on the Drawings to be abandoned. Perform abandonment after the new water main has been placed in service and all water main services have been changed over to the new main. Salvage for the Owner, existing fire hydrants, valve boxes, valve markers, and other materials indicated on the Drawings or located on water mains abandoned.

B. Capping and Plugging: Disconnect by sawing or cutting and removing a segment of existing pipe where cutting and capping or plugging is shown on the Drawings or directed by the Engineer. Provide a watertight pipe cap or plug and concrete blocking for restraint to seal off existing mains indicated to remain in service. Seal ends of existing mains to be abandoned with a pipe cap or plug or with a masonry plug and minimum 6-inch cover of concrete on all sides around the end of the pipe. The Contractor shall be responsible for uncovering and verifying the size and material of the existing main to be capped or plugged.

C. Salvaging Materials: Salvage existing fire hydrants, valve boxes, valve markers and other materials as indicated on the Drawings and deliver salvaged items in good condition to the Owner's storage yard located on 7214 Washington Pike. Coordinate delivery and placement of salvaged materials in advance with the Owner.

D. Blow-Off Piping: Remove existing blow-off piping, located on segments of water mains to be abandoned, to a minimum of two feet below finished grade. Seal the end of remaining piping as specified above in paragraph B. Blow-off piping removed becomes the property of the Owner.

END OF SECTION

PART 1 GENERAL

1.01 SCOPE

A. The work covered by this Section includes furnishing all materials and equipment, providing all required labor and installing water service connections and all appurtenant work according to these Specifications and/or to the Water Connection Detail as shown schematically on the Drawings.

B. Water meters are not to be furnished. However, the water meter connection must be compatible with the water meters currently used by the Owner.

1.02 LOCATIONS

Locations shall be directed by the Engineer along the route of the water mains.

1.03 SERVICE COMPATIBILITY

It is the intent of these Specifications that the water service connections shall duplicate those presently being provided by the Owner in order to be compatible with their service maintenance procedures.

1.04 QUALITY CONTROL

All materials installed under this Section shall have the approval of the NSF for water services.

PART 2 PRODUCTS

2.01 MATERIALS AND CONSTRUCTION

A. Service Line - Copper Tubing: Tubing shall be ASTM B 88, Type K. Fittings shall be brass with compression connection inlets and outlets, ANSI B16.26. Where required, adaptors shall be brass ANSI B16.18. Unions shall be cast bronze. Joints shall be compression type. All fittings shall be of bronze construction with compression type connection.

B. Meter Box

1. Meter boxes shall be plastic. Material shall meet or exceed the following:

   a. Tensile Strength: 3,400 psi (ASTM D 638).
   b. Flexural Modulus: 191,000 psi (ASTM D 790).
   c. Impact Strength, Izod: 0.6-feet 16/inch (ASTM D 256).
   d. Deflection Temperatures: 200 degrees F (ASTM D 648).

2. Plastic meter boxes shall be equal to Ametek, Plymouth Products Division or Brooks Products, Inc.

3. Meter box shall be fitted with plastic lid with reader lid.

4. Minimum dimensions shall be 10-3/4 x 16-inches top and 18-1/2 x 13-1/4-inches at bottom and 18-inches deep.

C. Valves and Accessories

1. Valves: Gate valves shall be bronze, heavy duty, rising stem, wedge type with screwed or union bonnet. Valve ends shall be threaded or solder type as appropriate. Valves shall have a minimum 200 psi working pressure for water (125 psi working pressure for steam). Valves shall be made in the U.S.A. Gate valves shall be equal to Crane No. 428 (threaded) or Crane No. 1334 (solder end).

2. Corporation Cocks and Curb Stops

   a. Corporation cocks and curb stops shall be ground key type, shall be made of bronze conforming to ASTM B61 or B62 and shall be suitable for the working pressure of the system. Ends shall be suitable for grip type joint. Threaded ends for inlet and outlet of corporation cocks shall conform to AWWA C800; coupling nut for connection to flared copper tubing shall conform to ANSI B16.26.
   b. Corporation cocks and curb stops shall be equal to Ford.

3. Service Clamps

   a. Clamp body shall be of epoxy coated ductile iron.
   b. The strap shall have a minimum width of 3-1/4-inches and shall be made of epoxy coated stainless steel.
   c. Service clamps shall be equal to Ford FC 202.

A. 1 - Service Line Must Meet the Following :

- Manufactured in accordance with AWWA C904 and to SDR9 copper tube sizes (CTS)
- Certified to CSA B137.5, Cross-linked Polyethylene (PEX) Tubing for Pressure Applications
- Certified to ASTM F876 and F877
- Certified to NSF Standard 14 and 61 (NSF-pw-g)
- Exceeds chlorine resistance requirements of ASTM F876, when tested in accordance with ASTM F2023
- In accordance with UV resistance to ASTM F2657 for 1 year

D. Connections to Water Mains

1. Connections to ductile iron pipe water mains shall be by a service clamp, as detailed on the Drawings in full accordance with AWWA requirements.

2. Pressure ratings shall be as required for the installation.

2.02 DETECTION WIRE

Detection wire shall be 12 gauge THHN (Thermo High Heat Nylon) copper locator wire.

PART 3 EXECUTION

3.01 INSTALLATION

A. Water Service Connections

1. Water service connections shall be installed to the properties adjacent to the water transmission mains both to the same side of the roadway (Short Side Service) and to the opposite side of the roadway (Long Side Service) as directed by the Engineer.

2. Water service connections installed under roadway shall be pulled through a bored hole approximately equal in diameter to the external diameter of the service line. Casing will be required. Minimum cover under roadway shall be four feet. At other locations minimum cover shall be two feet.

3. Installation shall conform to the details for water service connections appearing schematically on the Drawings. Contractor shall provide any and all appurtenant work required to provide the intended water service connections.

B. Permanent Water Services

1. Each new service line shall be tapped into the main through a corporation stop, utilizing a service clamp, as detailed on the Drawings. A new service line shall be provided to the meter as shown on the Drawings.

2. A corporation cock shall be provided in the water main for each service line.

3. A curb stop shall be provided at each existing or future water meter location.

4. A service line, sized to match the existing line unless directed otherwise by the Engineer, shall be provided between the corporation cock and curb stop.

C. Transfer of Service: Immediately before connecting to the relocated or existing meter, all service lines shall be flushed to remove any foreign matter. Any special fittings required to reconnect the existing meter to the new copper service line, or the existing private service line, shall be provided by the Contractor. To minimize out of service time, the Contractor shall determine the connections to be made and have all the required pipe and fittings on hand before shutting off the existing service. After completing the connection, the new corporation stop shall be opened and all visible leaks shall be repaired.

END OF SECTION

SECTION 02670

DISINFECTION OF WATER STORAGE FACILITIES

Material to be used:

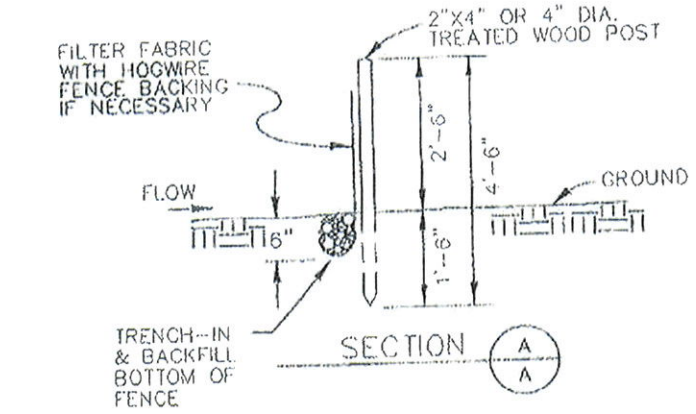
- Calcium hypochlorite (65) granular or 5mg tablets.
- Chlorine residual test kit.

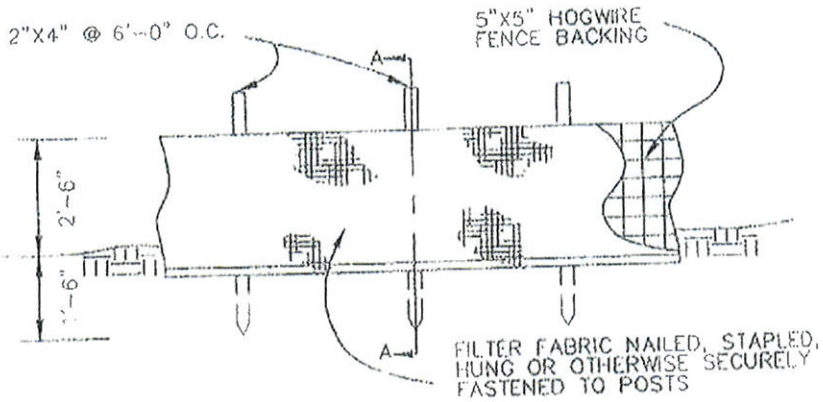
Procedure:

1. Place calcium hypochlorite at a dry location around the influent pipe to induce mixing while filling tank to 5 of the overflow volume. The quantity of calcium hypochlorite should be sufficient to provide a free chlorine residual of at least 50mg/l at 5 of the overflow volume.
2. Hold the 50mg/l concentration at the 5 level for 6 hours.
3. Fill the tank to overflow volume and shut the tank off. Hold the tank for 24 hours and check the free chlorine residual to ensure it is at 2mg/l or greater.
4. The free chlorine shall be sampled at the closest tap to the tank between the tank and the shut off valve. All tanks at Northeast Knox

Utility have a tap in a valve pit after the shut off valve, or a pressure sensor tap after the shut off valve.

5. Verification will be performed as follows:
6. After the clorination procedure and chlorine residual is confirmed at the sample tap, a sample will be pulled for Total Coliform to be run by the Water Treatment Plant.
7. If the Total Coliform is negative, the tank can be placed back in service if the chlorine residual is between 0.20 and 3.8 mg/l. If the chlorine residual is over 3.8 mg/l, the tank will be left off until the chlorine residual falls below 3.8 mg/l then placed in service.
8. If the Total Coliform is positive, repeat samples will be pulled 24 hours apart until two consecutive samples are negative. If positive results continue, then qualified personnel will assess if the disinfection procedure will be repeated.





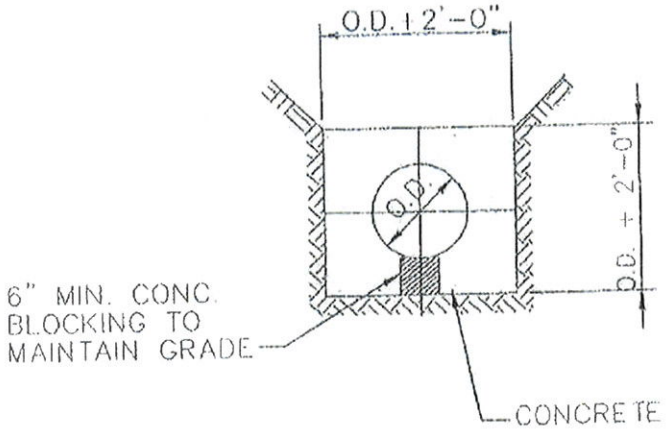
ELEVATION

SILT FENCE DETAIL

NTS

STD_G_01.DWG
REVDATE

Jordan Jones & Goulding	NORTHEAST KNOX UTILITY DISTRICT OF KNOX COUNTY	DATE : NOV, 1996
		SCALE : N T S
	STANDARD DETAILS	JOB NO. : 2171.002
	TYPICAL CONSTRUCTION	STD - G - 01

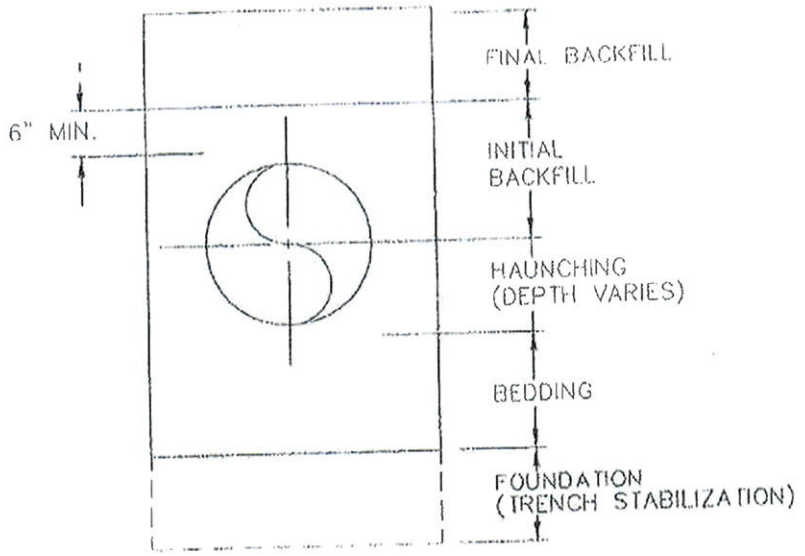


CONCRETE ENCASEMENT DETAIL

N.T.S.

STD_G_02.DWG
REVDATE

Jordan Jones & Goulding	NORTHEAST KNOX UTILITY DISTRICT OF KNOX COUNTY	DATE : NOV.1996
		SCALE : N.T.S
	STANDARD DETAILS	JOB NO. 2171.002
	TYPICAL CONSTRUCTION	STD. G-02



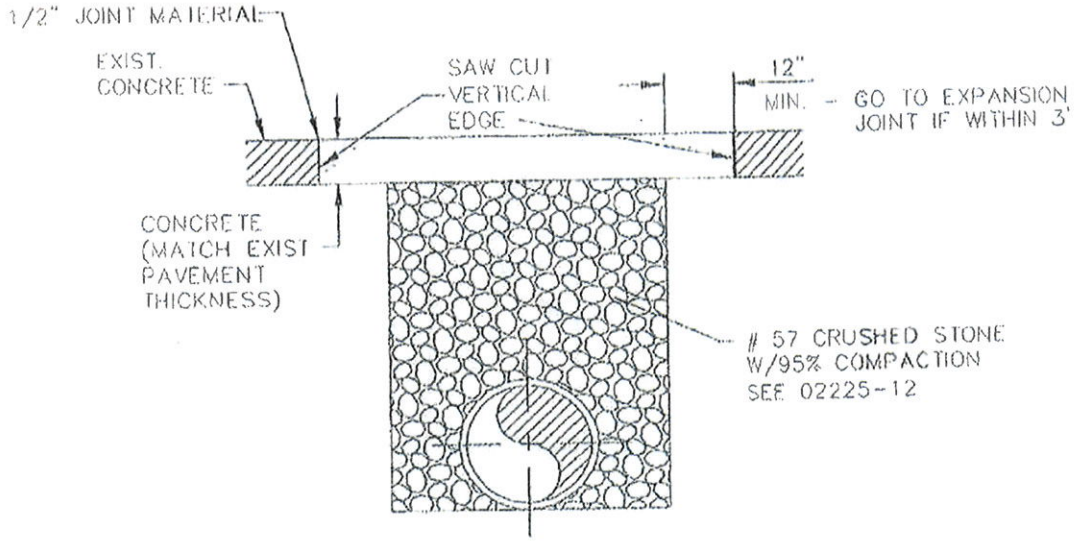
NOTE: SEE SPECIFICATIONS AND PIPE BEDDING AND HAUNCHING DETAILS FOR DIMENSIONS AND MATERIALS

TRENCH TERMINOLOGY DETAIL

N.T.S.

STDS_G_03.DWG
REVDATE

Jordan Jones & Goulding	NORTHEAST KNOX UTILITY DISTRICT OF KNOX COUNTY	DATE : NOV.1996
		SCALE : N.T.S.
	STANDARD DETAILS	JOB NO. 2171.002
	TYPICAL CONSTRUCTION	STD-G-03

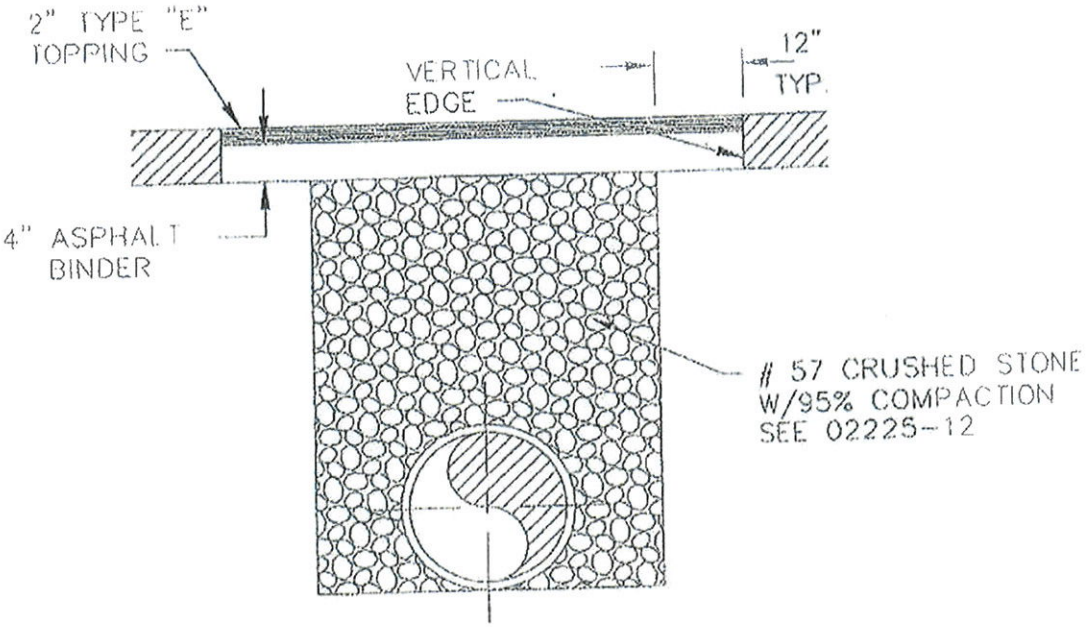


CONCRETE REPLACEMENT DETAIL

NTS

STD_G_04.DWG
REVDATE

Jordan Jones & Goulding	NORTHEAST KNOX UTILITY DISTRICT OF KNOX COUNTY	DATE : NOV,1996
		SCALE : N T S
	STANDARD DETAILS	JOB NO.: 2171.002
	TYPICAL CONSTRUCTION	STD - G - 04

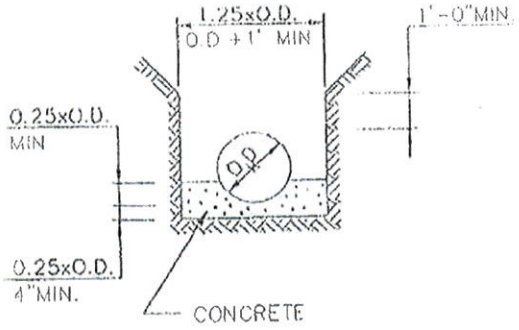


ASPHALT REPLACEMENT DETAIL

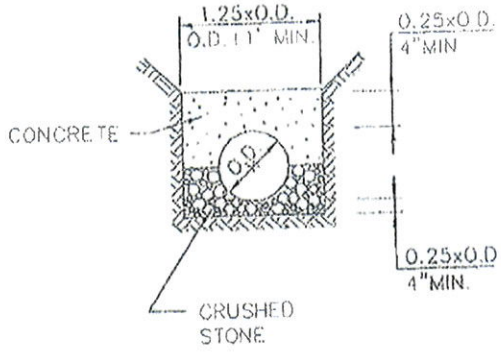
NTS

STD_G_05.DWG
REVDATE

Jordan Jones & Goulding	NORTHEAST KNOX UTILITY DISTRICT OF KNOX COUNTY	DATE : NOV.1996
		SCALE : N.T.S.
	STANDARD DETAILS	JOB NO. 2171.002
	TYPICAL CONSTRUCTION	STD-G-05

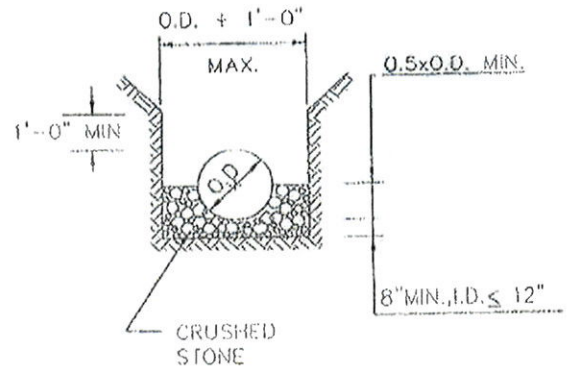


CONCRETE CRADLE



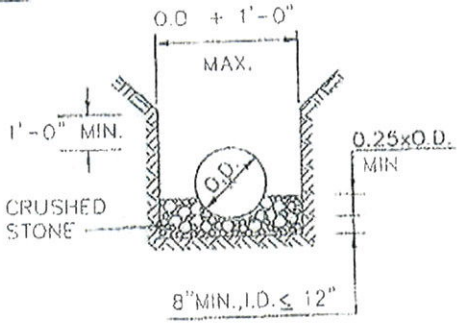
CONCRETE ARCH.

CLASS "A"



CLASS "B"

TOP AT GRADE



CLASS "C"

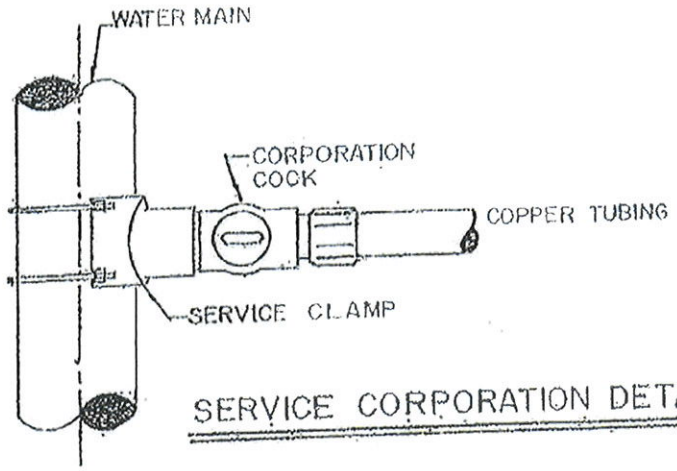
TOP ABOVE GRADE

PIPE BEDDING AND HAUNCHING DETAILS

N.T.S.

STD_G_06.DWG
REVDATE

Jordan Jones & Goulding	NORTHEAST KNOX UTILITY DISTRICT OF KNOX COUNTY STANDARD DETAILS GRAVITY SEWER	DATE NOV.1996 SCALE : N.T.S. JOB NO 2171.002 STD G-06



SERVICE CORPORATION DETAIL

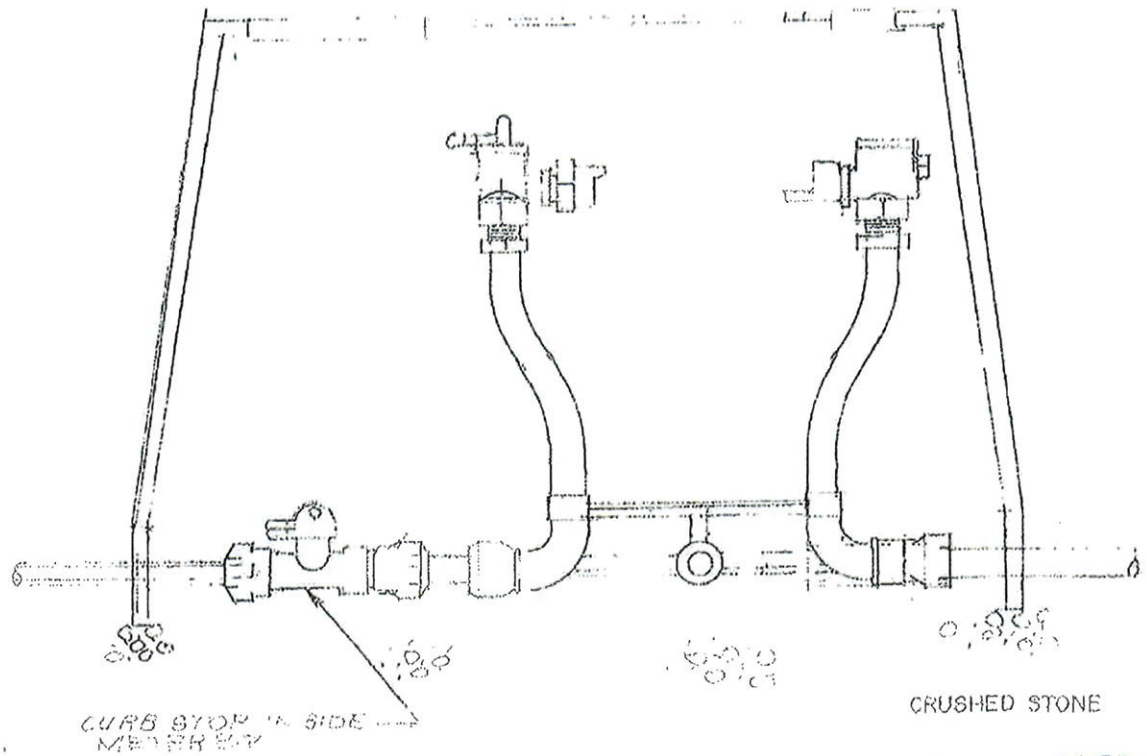
Notes: 1.
Service clamp required on all connections to water main and on connections larger than 1" diam. to DIP water main.

NOTE:

MUELLER METER YOKE
No. 234B2434-R2 (5/8 3/4X7)
OR EQUIVALENT.

18"DEEP PLASTIC METER BOX
WITH PLASTIC COVER

THREE FOOT TAIL PIECE GOING
TO BUILDING 3/4", 1"
TYPE K-COPPER



TYPICAL
YOKE AND BOX DETAIL

FORD - VBHH72-7W-44-33-NQNL

NORTHEAST KNOX UTILITY DISTRICT OF KNOX COUNTY	STANDARD DETAILS YOKE & BOX AND CORPORATION	STD-W-01

WATER NOTES

1 ALL LATERIALS SHALL BE TYPE K COPPER. CONTRACTOR TO SET LONG AND SHORT SIDE WATER LATERALS AND PLACE BOXES WITH SERVICES

2 ALL WATER MAINS SHALL BE CLASS 52 DIP WITH MUELLER COMPRESSION FITTINGS AND SHALL BE INSTALLED IN ACCORDANCE WITH APPROVED NORTHEAST KNOX SPECIFICATIONS.

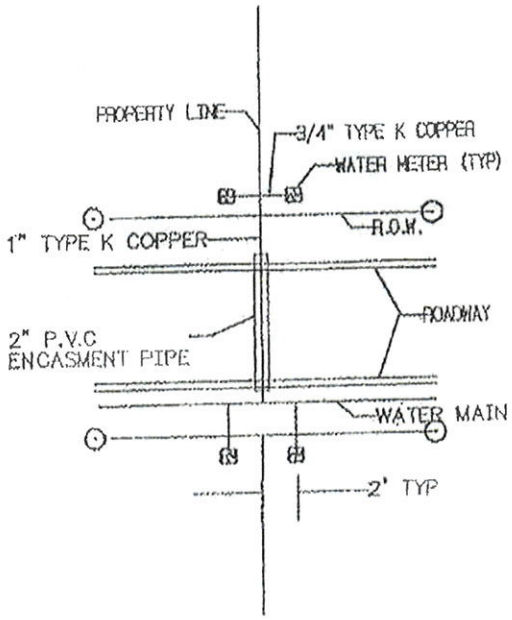
3 EXISTING WATERLINE PRESSURE FURNISHED BY OFFICIALS AT NORTHEAST KNOX UTILITY DISTRICT. CUSTOMERS WITH WATER PRESSURE ABOVE 100 PSI SHALL INSTALL PRESSURE REDUCING VALVES.

4 CONTRACTOR MUST HAVE A VALID CONTRACTOR UTILITY LICENSE FOR INSTALLATION OF UNDERGROUND PIPING

5 ALL WATER VALVES SHALL BE PLACED OUTSIDE THE ROADWAY SURFACE

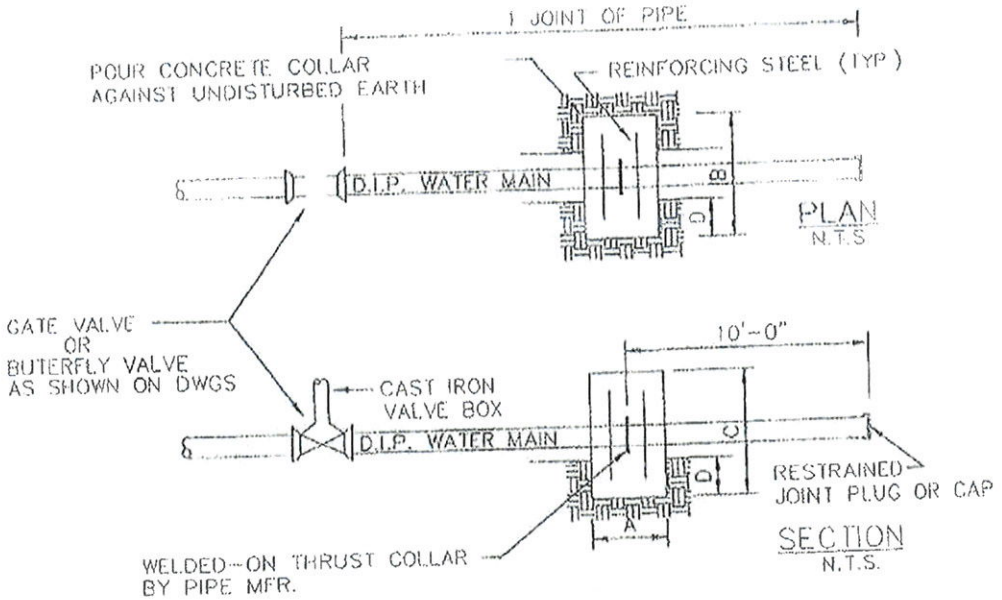
OSHA RULES SHALL APPLY

NORTHEAST KNOX UTILITY DISTRICT MUST INSPECT CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE NORTHEAST KNOX UTILITY DISTRICT INSPECTION OFFICE AT LEAST FIVE (5) DAYS PRIOR TO CONSTRUCTION.



TYPICAL METER BOX SETTING DETAIL

STD W 01A



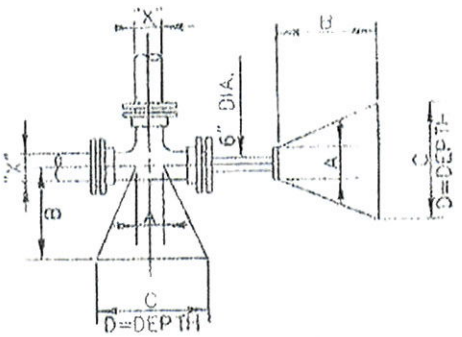
MAIN DIA	CONCRETE COLLAR DIM.				STEEL REINFORCING
	A	B	C	D*	
12"	1'-2"	5'-3"	5'-3"	1'-0"	#7 @ 12" O.C. E.W.E.F.
4",6" or 8"	1'-0"	4'-0"	4'-0"	0'-8"	#6 @ 12" O.C. E.W.E.F.

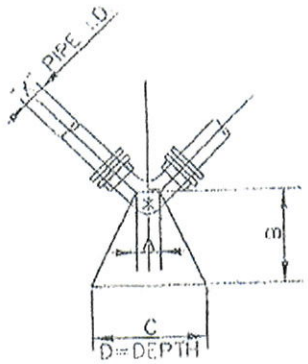
TEST PRESSURE: 250 PSI
SOIL BEARING PRESSURE: 3000 PSF
*D = MINIMUM DISTANCE INTO UNDISTURBED EARTH, BOTTOM AND SIDES.

WATER LINE TERMINATION DETAILS

STD_W_03.DWG
REVDATE

Jordan Jones & Goulding	NORTHEAST KNOX UTILITY DISTRICT OF KNOX COUNTY	DATE : NOV.1996
		SCALE : N.T.S.
	STANDARD DETAILS	JOB NO. 217.002
	WATER	STD-W 03





200 PSI TEST PRESSURE
2000 PSF SOIL BEARING

BLOCKING DIMENSIONS

		X*	A	B	C	D
DEAD END & TEES		12"	1'-0"	3'-1"	4'-6"	3'-0"
		10"	1'-0"	2'-1"	3'-6"	2'-10"
		8"	0'-10"	2'-0"	2'-6"	2'-8"
		6"	0'-8"	2'-0"	2'-6"	1'-6"
		4"	0'-6"	2'-0"	2'-0"	1'-4"
BENDS	90°	12"	1'-0"	4'-9"	6'-6"	3'-0"
		10"	1'-0"	3'-4"	5'-0"	2'-10"
		8"	0'-10"	2'-10"	3'-5"	2'-8"
		6"	0'-8"	2'-6"	3'-6"	1'-6"
		4"	0'-6"	2'-0"	2'-0"	1'-4"
	45°	12"	1'-0"	2'-2"	3'-6"	3'-0"
		10"	1'-0"	2'-0"	2'-8"	2'-10"
		8"	0'-10"	2'-0"	2'-0"	2'-8"
		6"	0'-8"	2'-0"	2'-0"	1'-6"
		4"	0'-6"	2'-0"	2'-0"	1'-4"
	22 1/2°	12"	1'-0"	2'-0"	2'-0"	3'-0"
		10"	1'-0"	2'-0"	2'-0"	2'-10"
		8"	0'-10"	2'-0"	2'-0"	2'-8"
		6"	0'-8"	2'-0"	2'-0"	1'-6"
		4"	0'-6"	2'-0"	2'-0"	1'-4"
	11 1/4°	12"	1'-0"	2'-0"	2'-0"	3'-0"
		10"	1'-0"	2'-0"	2'-0"	2'-10"
		8"	0'-10"	2'-0"	2'-0"	2'-8"
		6"	0'-8"	2'-0"	2'-0"	1'-6"
		4"	0'-6"	2'-0"	2'-0"	1'-4"

X* = DIAMETER OF PIPE TO BE BLOCKED

TYPICAL BLOCKING DETAIL

N.T.S.

STD_W_02.DWG
REVDATE

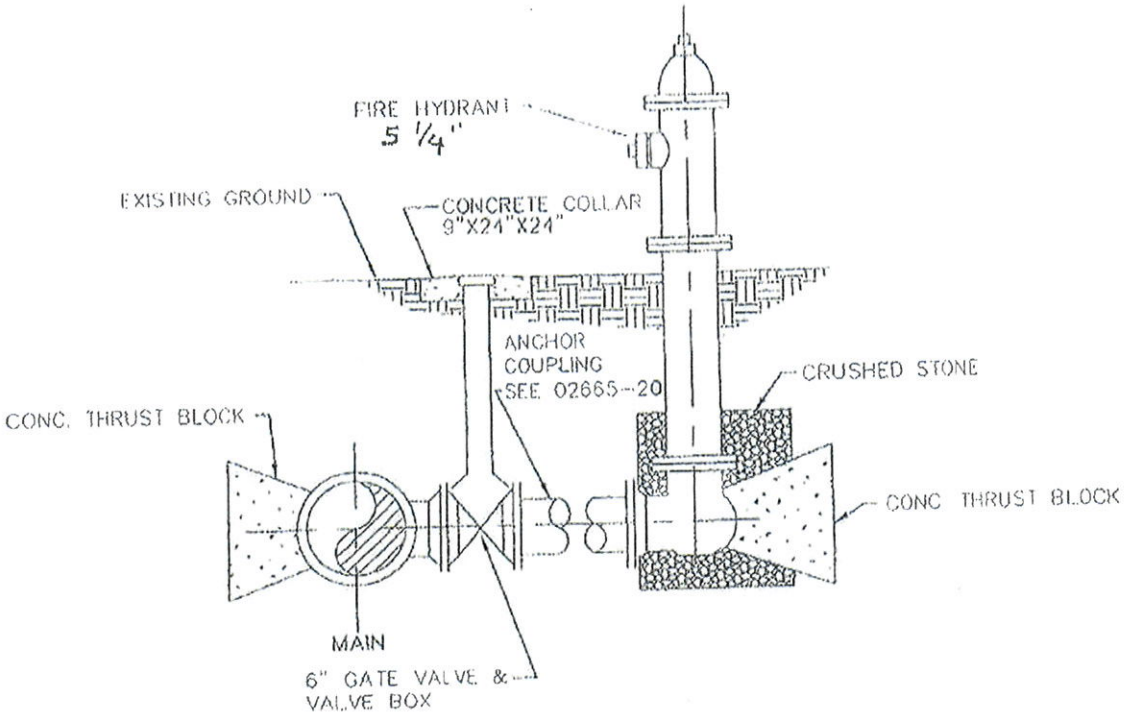
Jordan Jones & Goulding

NORTHEAST KNOX UTILITY DISTRICT
OF KNOX COUNTY

STANDARD DETAILS

WATER

DATE : NOV.1996
SCALE : N.T.S.
JOB NO. : 2171.002
STD - W-02

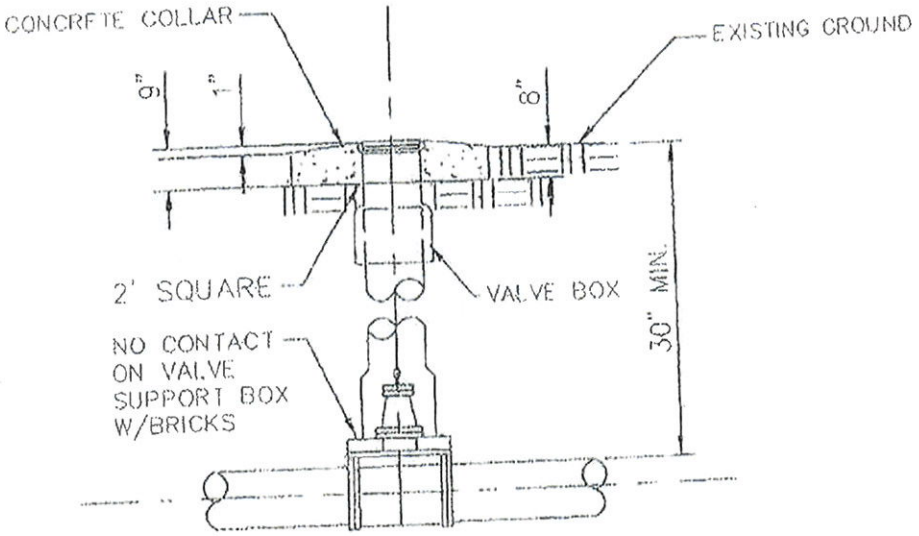


TYPICAL FIRE HYDRANT ASSEMBLY DETAIL

N.T.S.

STD_W_04.DWG
REV DATE

Jordan Jones & Goulding	NORTHEAST KNOX UTILITY DISTRICT OF KNOX COUNTY	DATE : NOV.1996
		SCALE : N.T.S.
	STANDARD DETAILS	JOB NO.: 2171.002
	WATER	STD - W - 04



GATE VALVE DETAIL

N.T.S.

Jordan Jones & Goulding	NORTHEAST KNOX UTILITY DISTRICT OF KNOX COUNTY	DATE : NOV.1996
		SCALE : N.T.S
	STANDARD DETAILS	JOB NO.: 2171.002
	WATER	STD-W-05

FEATURES

American Flow Control offers ductile iron tapping sleeves in sizes 4"x 4" through 36"x 24" and ductile iron tapping saddles 12"x4" through 54"x12". American Flow Control tapping sleeves and saddles are designed to provide a safe, efficient means of connecting branch piping to existing lines.

TAPPING SLEEVES

The Series 2800 Compact Ductile Iron Tapping Sleeves are available in sizes 4"x4" through 12"x12" and 16"x 4" through 16"x12" with mechanical joint ends for use on ductile iron pipe and 4"x4" through 12"x12" for use on AC pipe.

The Series 2800 sleeves feature full length, heavy duty, ductile iron construction for maximum toughness and strength. Their compact construction makes them lighter and easier to handle. (Yet, since they are made of ductile iron they have twice the strength of cast iron sleeves.)

The Series 1004 MJ Ductile Iron Tapping Sleeves are available in sizes 14"x 4" through 36"x24". These sleeves can be furnished to fit old cast iron pipe and ductile iron pipe O.D.'s. It is necessary for the purchaser to measure the O.D. of the pipe before ordering to insure the proper size sleeve is provided.

It is recommended that the tapping sleeve and tapping valve be manufactured by the same manufacturer to assure the proper fit of the alignment ring on the tapping valve with the recess on the tapping sleeve.

SAMPLE SPECS

TAPPING SLEEVES

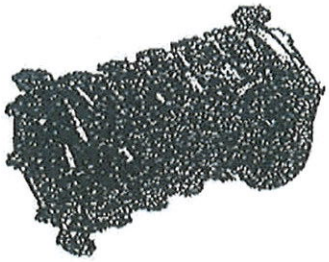
Tapping sleeves shall be ductile iron construction meeting ASTM A536 Grade 65-45-12. Side flange seals shall be of the O-ring type of either round, oval, or rectangular cross-sectional shape.

Sizes 12" and smaller must be capable of working on Class ABCD pipe diameters without changing either half of sleeve.

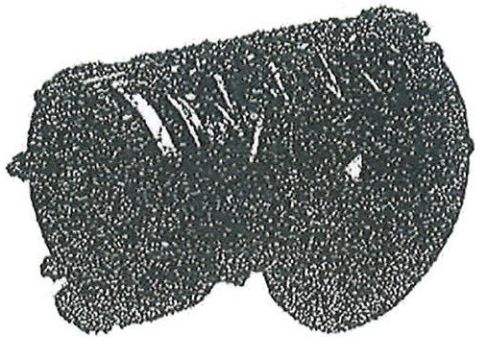
Sizes 14" and larger must be specified to which class is needed.

All sleeves are to include the end joint accessories and split glands necessary to assemble sleeve to pipe. No special tools to be required other than a standard socket wrench.

Sleeve shall be coated with asphaltic varnish in compliance with NSF-61.

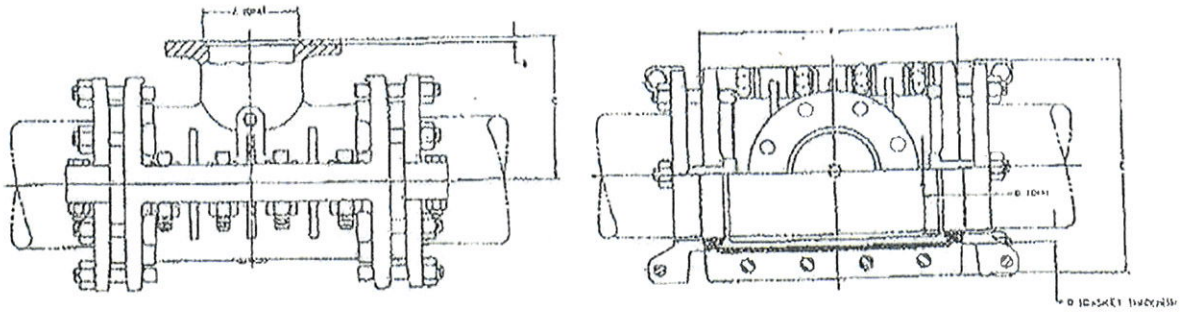


SERIES 1004



SERIES 2800

HAYES PIPE SUPPLY, INC.
3000 INDUSTRIAL PKWY EAST
KNOXVILLE, TENN. 37921



2800-C SERIES - FOR USE WITH CAST IRON OR DUCTILE IRON PIPE

SLEEVE SIZE (PIPE X BRANCH)	4x4	6x4	6x6	8x4	8x6	8x8	10x4	10x6	10x8	10x10
A DIA +.031 -.000	5.016	5.016	7.016	5.016	7.016	9.016	5.016	7.016	9.016	11.016
B	.25	.25	.31	.25	.31	.31	.25	.31	.31	.31
C	6-3/8	7-3/4	7-7/8	9	9-1/16	9	10-3/8	10-5/8	10-7/8	10-7/8
D DIA	8-1/8	7-7/32	7-7/32	9-7/16	9-7/16	9-7/16	11-17/32	11-17/32	11-11/32	11-17/32
E	9-5/8	11-3/4	11-3/4	13-7/8	13-7/8	13-7/8	16-5/8	16-5/8	16-5/8	16-5/8
F	10-7/8	13-1/2	13-1/2	15	15	15	16-3/4	16-3/4	16-3/4	16-3/4

SLEEVE SIZE (PIPE X BRANCH)	12x4	12x6	12x8	12x10	12x12	16x4	16x6	16x8	16x10	16x12
A DIA +.031 -.000	5.016	7.016	9.016	11.016	13.016	5.016	7.016	9.016	11.016	13.016
B	.25	.31	.31	.31	.31	.25	.31	.31	.31	.31
C	11-3/8	11-5/8	11-7/8	11-15/16	12-7/8	13-5/8	14-1/8	14-1/2	14-7/8	14-7/8
D DIA	13-5/8	13-5/8	13-5/8	13-5/8	13-5/8	17-31/32	17-31/32	17-31/32	17-31/32	17-31/32
E	18-1/2	18-1/2	18-1/2	18-1/2	18-1/2	23-1/2	23-1/2	23-1/2	23-1/2	23-1/2
F	19-1/2	19-1/2	19-1/2	19-1/2	19-1/2	22-1/2	22-1/2	22-1/2	22-1/2	22-1/2

G (Gasket Thickness) Two duck tip (3/4" thick) and two plain tip (5/8" thick) MJ end gaskets are supplied with each assembly. See Installation Instruction for range of pipe sizes each type will fit.

2800-A SERIES - FOR USE WITH ASBESTOS CEMENT (A/C PIPE)

SLEEVE SIZE (PIPE X BRANCH)	4x4	6x4	6x6	8x4	8x6	8x8	10x4	10x6	10x8	10x10	12x4	12x6	12x8	12x10	12x12
A DIA +.031 -.000	5.016	5.016	7.016	5.016	7.016	9.016	5.016	7.016	9.016	11.016	5.016	7.016	9.016	11.016	13.016
B	.25	.25	.31	.25	.31	.31	.25	.31	.31	.31	.25	.31	.31	.31	.31
C	6-5/8	7-7/8	8	9-1/8	8-1/4	9-1/4	10-5/8	10-7/8	11-1/8	11-1/8	11-3/4	12	12-5/16	12-3/8	13-1/4
D DIA	5-19/32	7-5/8	7-5/8	9-13/16	9-13/16	9-13/16	12-1/8	12-1/8	12-1/8	12-1/8	14-17/32	14-17/32	14-17/32	14-17/32	14-17/32
E	9-7/8	12-1/8	12-1/8	14-1/4	14-1/4	14-1/4	17	17	17	17	19-1/4	19-1/4	19-1/4	19-1/4	19-1/4
F	10-7/8	13-1/2	13-1/2	15	15	15	16-7/8	16-7/8	16-7/8	16-7/8	19-1/2	19-1/2	19-1/2	19-1/2	19-1/2

G (Gasket Thickness) Two duck tip (3/4" thick) and two plain tip (5/8" thick) MJ end gaskets are supplied with each assembly. See Installation Instruction for range of pipe sizes each type will fit.

HAYES PIPE SUPPLY, INC.
3000 INDUSTRIAL PKWY EAST
KNOXVILLE, TENN. 37921

NORTHEAST KNOX UTILITY
STANDARD OPERATING PROCEEDURE FOR
DISINFECTION OF NEW WATER MAINS

For construction of water mains two inches and larger:

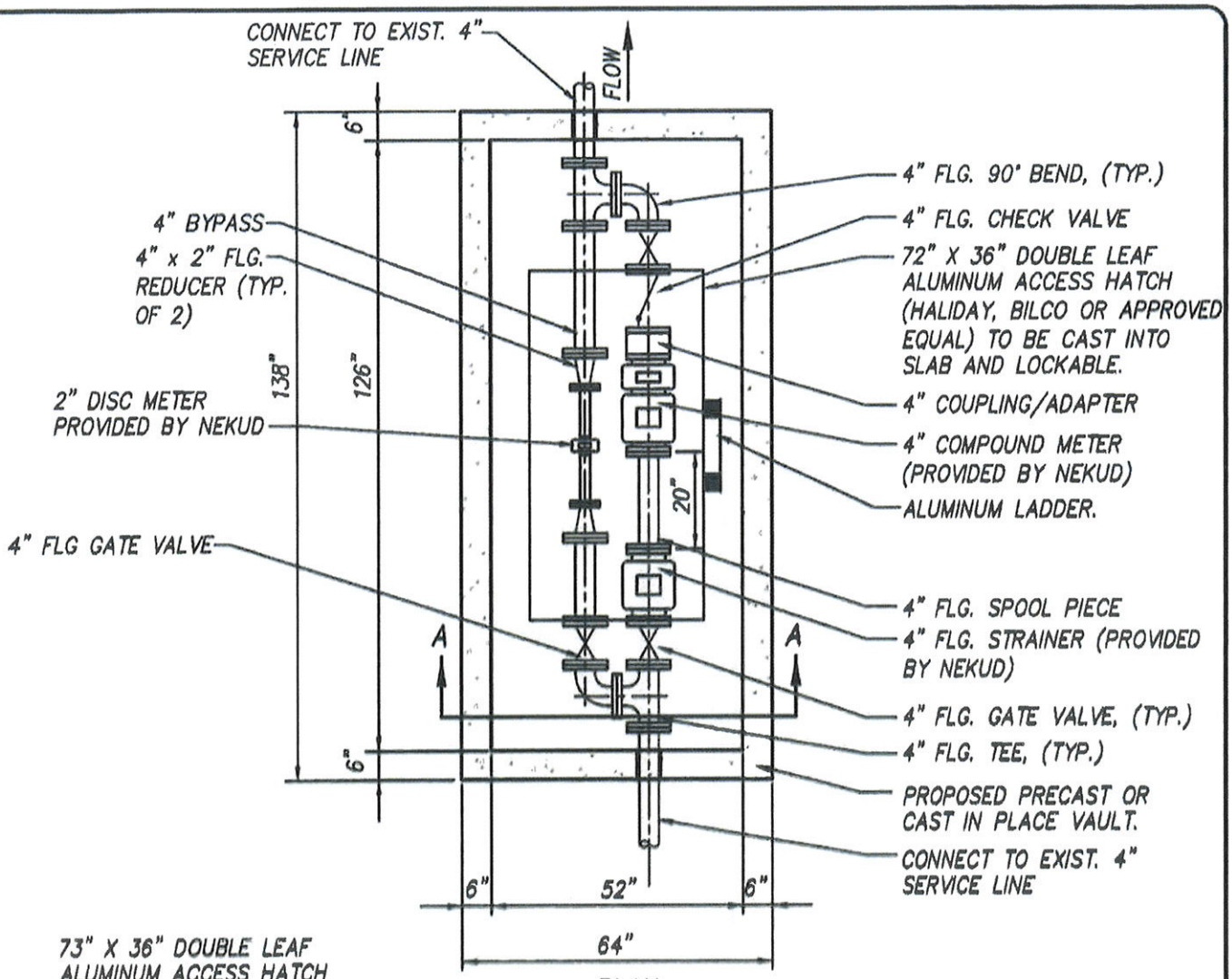
1. All new materials on the utility yard and on the job site will be stored in a manner to prevent gross contamination. All materials and piping will remain covered and stored out of the mud, away from any obvious contaminates in sanitary conditions until needed for construction. Fittings and gaskets will also be stored in the original packaging if possible, away from excessive heat, oils and grease. PVC pipe and fittings shall not be stored in direct sunlight over twenty-four months.

2. During construction, only the materials being used for that day will be placed out at a trench to be installed. If mud or contamination is present, piping will be covered on each end to prevent any entrance of materials. Each section will be visually inspected before installation for contaminants and cleaned out if needed. If contamination is found, explanation of how materials were cleaned out will be entered into the New Line Disinfection Log.

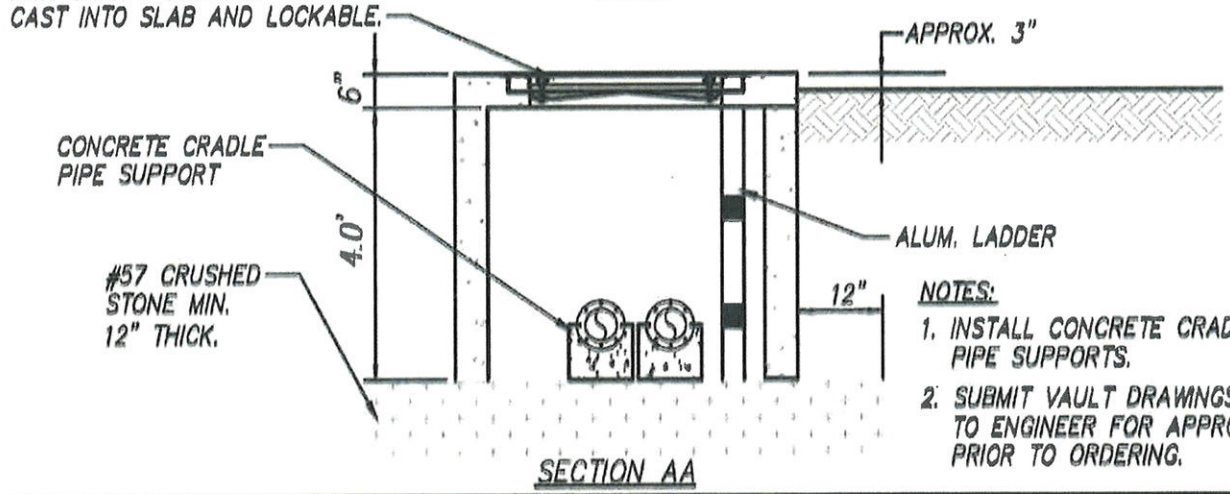
3. Granular HTH 65% will be used on new line installations for disinfection. The HTH will be placed at the upstream end of the first pipe and at every third joint of each line during construction in a quantity to dose all sections of the line with at least 25 mg/l of free chlorine or higher. The line(s) will be filled at a velocity no greater than 1 ft/sec and all air pockets eliminated. Once the line is filled completely, the disinfectant will sit for twenty-four hours if the water temperature is over 48 degrees F. If the temperature is less than 48 degrees F, the disinfectant will sit for forty-eight hours. At the end of the disinfection period, the free chlorine shall be 10 mg/l or higher.

4. Before the line(s) are flushed, the free chlorine residual will be confirmed to be 10 mg/l or higher. A dechlorinating diffuser will be used to flush each line until normal chlorine for the area is reached. A plant sample will be pulled to confirm the chlorine residual, PH, turbidity of the water.

5. The verification of disinfection of all lines will be done by running bacteriological samples prior to putting the line(s) in service. Samples will be pulled near the beginning point, at approximately 2500 ft. intervals (as taps or hydrants allow), and near the end point of the main line. Branch lines will be sampled at approximately every 2500 ft. (as taps or hydrants allow) and at the end. This will be done by pulling two sets of samples 24 hours apart, or one set 48 hours after the highly chlorinated water has been flushed out of lines. If any of the samples are positive, the line(s) will be flushed and resampled until negative results have been obtained. If positive samples continue, disinfection, flushing and sampling shall be repeated until negative results are obtained.



PLAN



SECTION AA

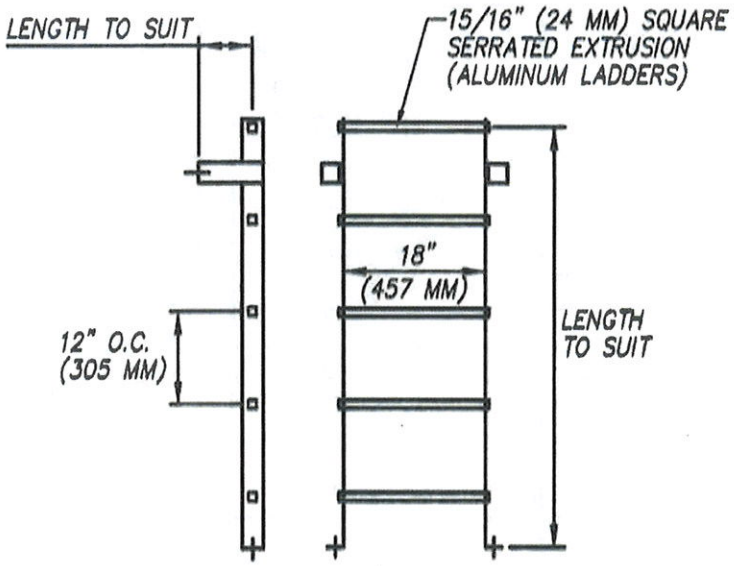
NOTES:

1. INSTALL CONCRETE CRADLE PIPE SUPPORTS.
2. SUBMIT VAULT DRAWINGS TO ENGINEER FOR APPROVAL PRIOR TO ORDERING.

CANNON & CANNON INC
CONSULTING ENGINEERS · FIELD SURVEYORS
TEL 865.670.8555 | 8550 Kingston Pike Knoxville, TN 37919

CCI PROJ. NO.	00987-0004	DATE	JULY 10, 2017
SCALE 3/8"=1'-0"	DRAWN WBW	CHECKED SEF	

NORTHEAST KNOX UTILITY DISTRICT
VALVE VAULT DETAIL



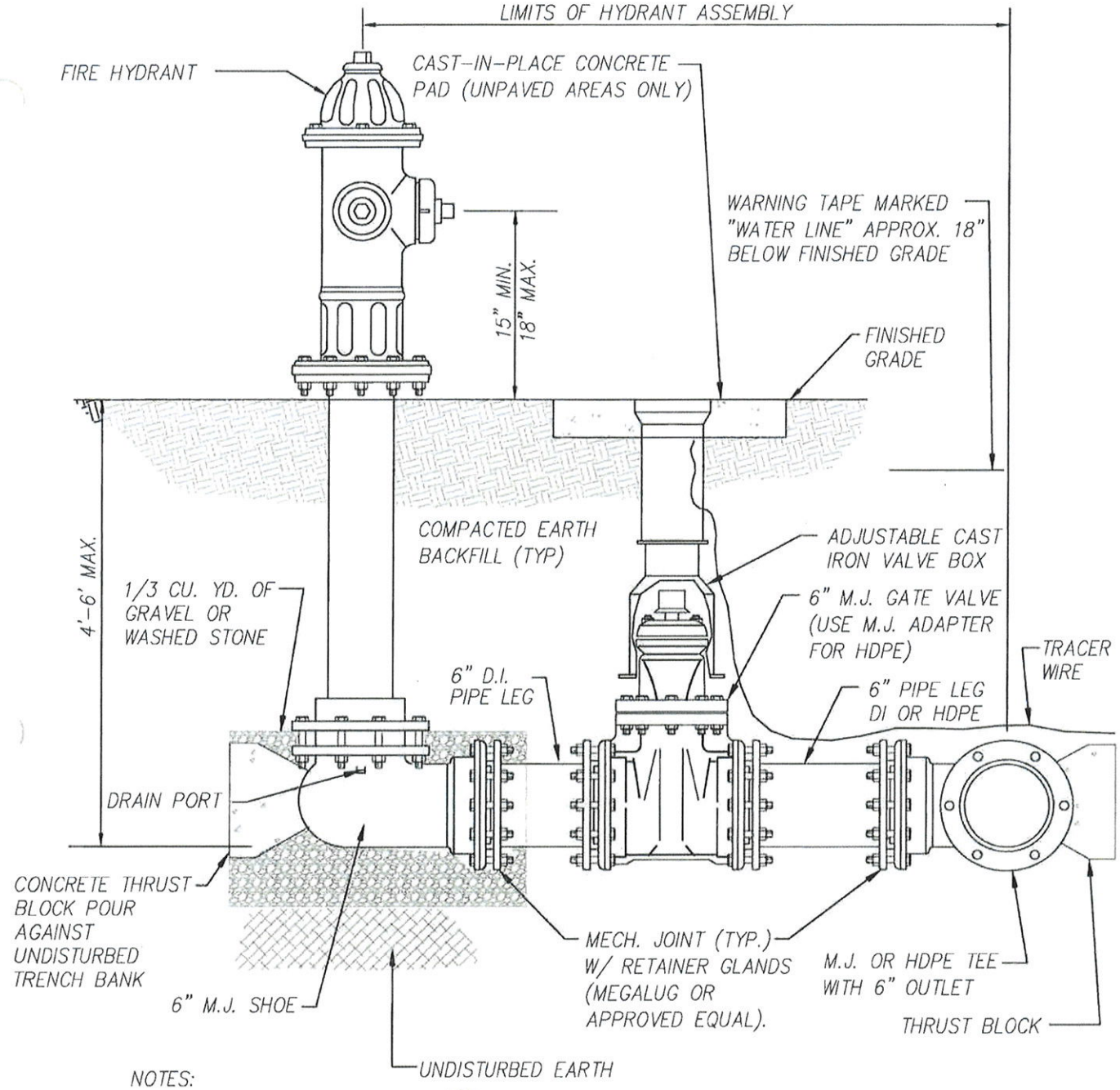
1 / – ALUMINUM FLOOR MOUNTED LADDER

N.T.S.

CANNON & CANNON INC
CONSULTING ENGINEERS · FIELD SURVEYORS
TEL 865.670.8555 | 8550 Kingston Pike
Knoxville, TN 37919

CCI PROJ. NO.	00987-0004	DATE	JULY 10, 2017		
SCALE	3/8"=1'-0"	DRAWN	WBW	CHECKED	SEF

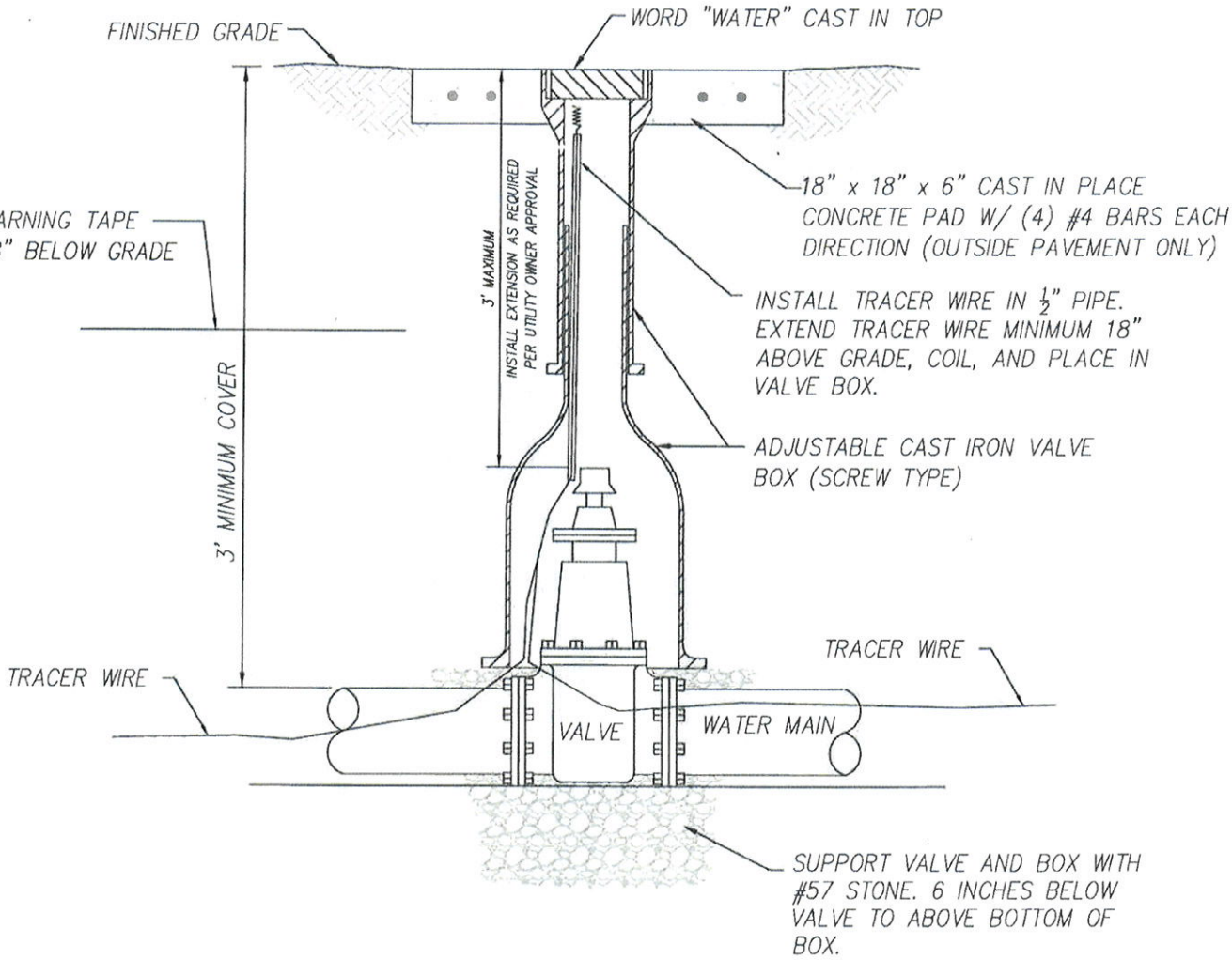
NORTHEAST KNOX UTILITY DISTRICT
LADDER DETAIL



NOTES:

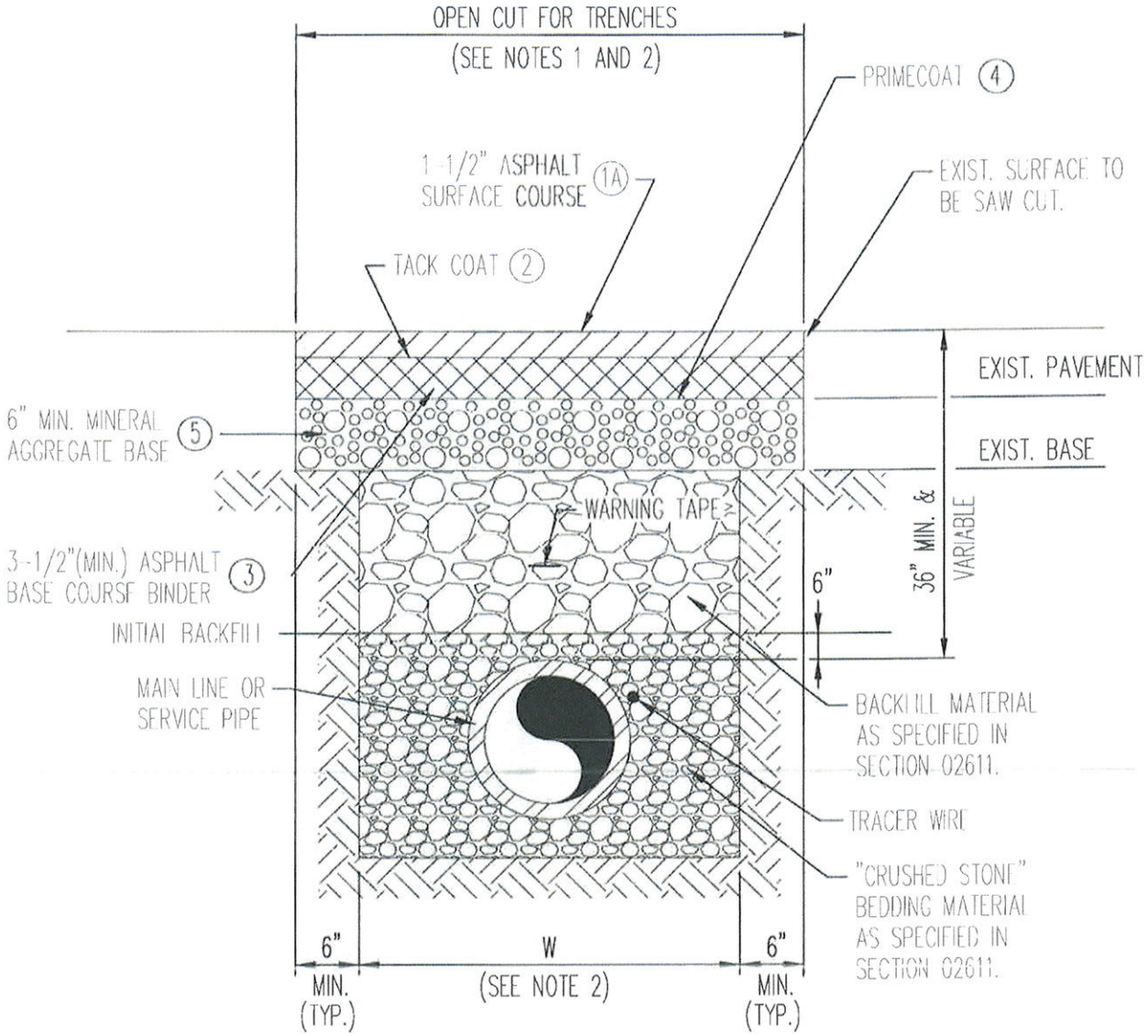
1. FIRE HYDRANTS SHALL BE MUELLER SUPER CENTURION #200 OR #250 FACTORY COATED ~~YELLOW~~, WITH 5-1/4" OPENING VALVE, (OPEN COUNTERCLOCKWISE) HYDRANTS SHALL BE PAINTED AS SHOWN BELOW, IN ACCORDANCE WITH THE LATEST NFPA 291 CODE FOR MARKING HYDRANTS, AND/OR IN ACCORDANCE WITH THE ~~LENOIR CITY FIRE DEPARTMENT~~ STANDARDS.
   - RED: LESS THAN 500 GPM
   - ORANGE: 500-999 GPM
   - GREEN: 1000-1499 GPM
   - LIGHT BLUE: 1500 GPM OR GREATER
2. INSTALL DETECTION WIRE AND WARNING TAPE PER SECTION 02510

APPROVED ---	TYPICAL HYDRANT ASSEMBLY	W1
DATE SEPTEMBER 2016		
SCALE N.T.S.		
DRAWN CCI		
CHECKED ---		



NOTE:
WATER VALVE SHALL HAVE A FIBERGLASS LOCATOR MARKER (OUTSIDE OF PAVEMENT ONLY) AT OWNER'S DIRECTION.

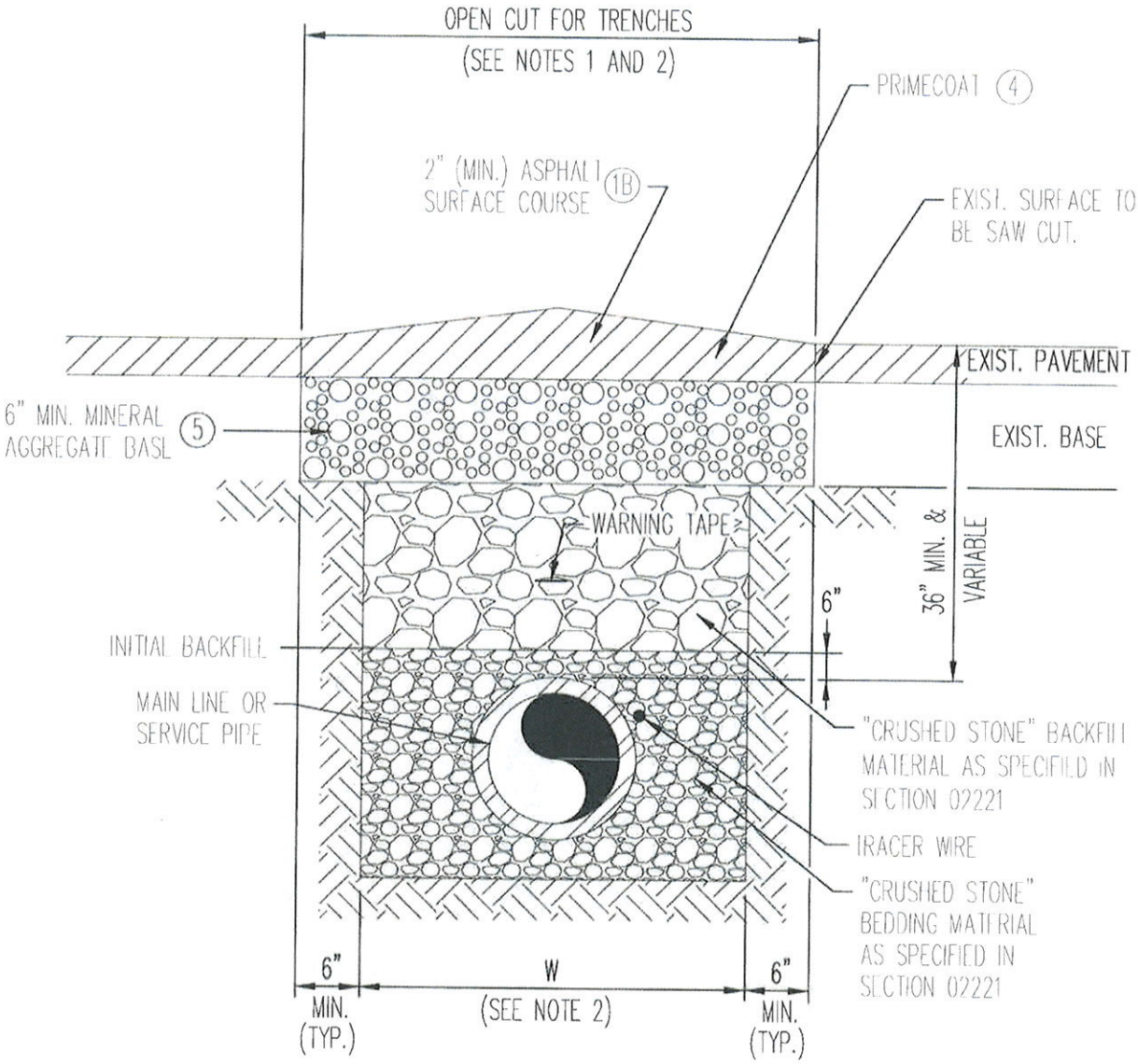
APPROVED ---			
DATE SEPTEMBER 2016		**TYPICAL GATE VALVE AND BOX**	**W2**
SCALE N.T.S.			
DRAWN CCI			
CHECKED ---			



NOTES:

1. AT THE DISCRETION OF THE OWNER, WHEN TRENCH PARALLELS CENTERLINE OF ROADWAY AND WIDTH IS EQUAL TO OR GREATER THAN HALF THE LANE WIDTH, THEN THE PAVEMENT WIDTH FOR THE SURFACE COURSE SHALL BE FOR AN OVERLAY OF THE ROADWAY ENTIRE LANE WIDTH.
2. FOR PATCH SIZES, TRENCH WIDTHS AND PAVEMENT WIDTHS, SEE PAVEMENT WIDTH SCHEDULE ON STANDARD DRAWING W18.3.

APPROVED ---	TYPICAL ASPHALT PAVEMENT REPLACEMENT TYPE "I" LENOIR CITY STREETS & STATE HIGHWAYS	W18.1
DATE SEPTEMBER 2016		
SCALE N.T.S.		
DRAWN CCI		
CHECKED ---		



NOTES:

1. AT THE DISCRETION OF THE OWNER, WHEN TRENCH PARALLELS CENTERLINE OF ROADWAY AND WIDTH IS EQUAL TO OR GREATER THAN HALF THE LANE OR ROADWAY WIDTH, THEN THE PAVEMENT WIDTH SHALL BE FOR AN OVERLAY OF THE ENTIRE LANE OR ROADWAY WIDTH.
2. FOR PATCH SIZES, TRENCH WIDTHS AND PAVEMENT WIDTHS, SEE PAVEMENT WIDTH SCHEDULE ON STANDARD DRAWING W18.3.

APPROVED	---	TYPICAL ASPHALT PAVEMENT REPLACEMENT TYPE "II" OPEN CUT PARKING AREAS & DRIVEWAY CROSSING	W18.2
DATE	SEPTEMBER 2016		
SCALE	N.T.S.		
DRAWN	CCI		
CHECKED	---		

DW 18 0217

APPROVED FOR CONSTRUCTION
THE DOCUMENT BEARING THIS STAMP HAS BEEN RECEIVED AND REVIEWED BY THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION DIVISION OF WATER RESOURCES AND IS HEREBY APPROVED FOR CONSTRUCTION BY THE COMMISSIONER
JUN 02 2015
THIS APPROVAL IS VALID FOR ONE YEAR
THE APPROVAL SHALL NOT BE CONSTRUED AS CREATING A PRESUMPTION OF CORRECT OPERATION OR AS WARRANTING BY THE COMMISSIONER THAT THE APPROVED FACILITIES WILL HEREAFTER PERFORM [illegible] FOR THE COMMISSIONER
BY TITLE

STANDARD SPECIFICATIONS

FOR

WATER SYSTEM CONSTRUCTION

TN DEPT OF ENVIRONMENT AND CONSERVATION
JUN 01 2015
DIV OF WATER RESOURCES
RECEIVED

WS 06 0327

NORTHEAST KNOX UTILITY DISTRICT
KNOXVILLE, TENNESSEE

APPROVED FOR CONSTRUCTION
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FEB 26 2010
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BY TITLE

APPROVAL EXPIRES
MAR 30 2007
TENN DEPT OF ENVIRONMENT & CONSERVATION
DIVISION OF WATER SUPPLY

APPROVAL EXPIRES
JUN 02 2018

Aug. 15, 2015

MAY 2000

ROBERT M. FRA[illegible]
STATE OF TENNESSEE

State of Tennessee
Department of Environment and Conservation
Division of Water Supply
Approval # WS 00-0717
Approval Expires 05/31/03

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SEVEN

No. 0 22300

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name		Address	Limit of Power
ALLEN F. CARTER	WILLIAM CULLEN TREW	ALL OF	ALL
MARIE D. McDONALD	SARAH WHATLEY	ATHENS, TENNESSEE	$100,000,000
KIMBERLY STEWART	ANGELICA SHAW		
MELISSA BRYSON			

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3RD day of JANUARY , 2024 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 3RD day of JANUARY , 2024 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 27th day of July , 2026 .

Assistant Secretary

RLA-18697 **20.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026
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 a State Aid Contract with the Tennessee Department of Transportation (TDOT) for the resurfacing of Guinn Road from Oak Ridge Highway to Solway Road for an estimated project cost of $929,844.30 with $911,247.41 (98%) being provided by TDOT and $18,596.89 (2%) being provided by Knox County.
(Engineering and Public Works)

Attachments

State Aid Guinn contract

AGREEMENT
BETWEEN THE STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
AND
KNOX COUNTY

THIS AGREEMENT is entered into between the State of Tennessee, Department of Transportation, hereinafter referred to as the "Department," and **Knox County**, hereinafter referred to as the "Local Government," for the purpose of providing for maintenance of the State-Aid system of local routes in accordance with Tenn. Code Ann. 54-4-401 *et seq*., as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

PREAMBLE:

WHEREAS, a state-aid highway system consisting of certain routes in the county road network was established by Tenn. Code Ann. 54-4-401 *et seq*. ("State-Aid"); and

WHEREAS, the parties want to enter into agreement to provide for certain maintenance of a State-Aid route(s) as described herein; and

WHEREAS, the Local Government has prepared plans and specifications for the following maintenance activities:

State-Aid Route #: **SA 4758-3**
State Project #: **47SAR1-S8-037**
Route Name: **Guinn Road**
From: **Oak Ridge Highway** To **Solway Road**
Contractor/County Name: **Rogers Group**
(If Applicable) Shoulders resurfaced with: **N/A**
PIN: **137776.00**
TDOT Contract Number: **260116**

hereinafter referred to as the "Project"; Resurface 3.92 miles with ACS Mix (PG 64-22) Grade D on Guinn Road in Knox County**.**

NOW, THEREFORE, in consideration of the premises, the Department and the Local Government enter into this Agreement to provide for the funding and performance of the Project.

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Local Government shall provide plans and specifications for the construction of the Project for the Department's approval. If the Project includes replacement or construction of a bridge, then the plans shall be prepared by an engineer licensed in the State of Tennessee and designed in accordance with the latest AASHTO LRFD Standard Specifications for Highway Bridges, with Addenda, in effect on the Effective Date. If the

Project is for resurfacing only, then the Local Government shall provide, in lieu of plans, a typical section drawing including the paving schedule for the Department's approval.

A.2. All construction shall be performed in accordance with the approved construction plans, the Department's Standard Specifications of Road and Bridge Construction (current Edition), as amended and supplemented by the Department's Supplemental Specifications, the Manual on Uniform Traffic Control Devices, and normally accepted construction practices.

A.3. The Department hereby approves Attachment One, which is attached hereto and incorporated herein as a part of this Agreement, detailing the Project work to be performed by the Local Government. The Local Government agrees that where any State-Aid Route intersects with a state highway or other public road the Project work will continue across the right-of-way of the intersecting state highway or public road to the point where the State-Aid-Route abuts with the roadway of the state highway or public road.

A.4. Construction Schedule: Work to begin as soon as possible after execution of this Agreement and to be completed on or before **June 30, 2027**.

A.5. The Project shall be constructed subject to the approval of the Department only for conformity with the plans and specifications.

A.6. The Local Government shall adhere to the provisions of Tenn. Code Ann. § 54-4-401 *et seq.*, the Department's State-Aid Program Guidelines, and to the Local Government's own adopted rules and regulations, and hereby certifies that these provisions, guidelines, and rules and regulations will be carried out. In the event of any conflict between the Department's State-Aid Program Guidelines and the Local Government's own adopted rules and regulations, the Department's State-Aid Program Guidelines shall control.

A.7. Final determination of actual costs allowable under the terms of this Agreement shall be based upon a final review and approval by the Department of quantities and agreed unit prices, as certified to by the Local Government's engineer. The Local Government shall permit, and shall require its contractor and engineer to permit, the Department to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records and accounts of the Local Government and its contractor with regard to the Project.

A.8. If applicable, the Local Government has requested that it be authorized to perform with its own forces those items of work identified on the "Estimated Quantities of Work and Agreed Unit Prices," attached hereto and incorporated herein as Attachment One, and the Department, having found the Local Government to be equipped and qualified to perform such work, hereby concurs in said request. The Local Government has elected to have the remaining work, if any, identified on Attachment One to be accomplished by awarding a construction contract after advertising for bids in a newspaper having circulation in the county where the Project is located for at least two (2) weekly issues prior to the date of accepting bids. The Local Government shall comply with its adopted rules and regulations governing competitive bid procedures, consistent with laws governing the awarding of highway or road construction contracts.

A.9. The Department has encumbered its share of the Project cost. In the event the work under the contract is not completed in the current fiscal year, the encumbered funds will be carried over to the next fiscal year.

B. TERM OF CONTRACT:

This Agreement shall be effective on the last date of signature ("Effective Date") and extend until June 30, 2027 ("Term"). The Department shall have no obligation to the Local Government for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Estimated Maximum Liability. The estimated total cost of the Project under this Agreement is **Nine Hundred Twenty-Nine Thousand Eight Hundred Forty-Four Dollars and Thirty Cents ($929, 844.30**) ("Estimated Maximum Liability"). The "Department Share" listed in Section C.2. of this Agreement is the maximum amount due the Local Government under this Agreement; provided that with advance written approval of the Department, the final total cost of the Project and the parties' pro rata share thereof may increase as follows without execution of an amendment to this Agreement:

If the Department provides advance written approval for the actual cost of the Project to exceed the Estimated Maximum Liability, and if the Local Government has any unexpended balance of the current fiscal year State-Aid program funds to cover the costs, then the Department and the Local Government shall pay the amount above the Estimated Maximum Liability in the pro rata percentages set forth in Section C.2., and the Local Government's share thereof shall be paid from its unexpended balance of the current fiscal year State-Aid program funds. In the event that the Local Government's current fiscal year State-Aid program funds all have been expended, the costs above the Estimated Maximum Liability shall be paid entirely from Local Government funds. The Department shall not participate in any Project costs once the Local Government's current fiscal year State-Aid program funds all have been expended, and the Department shall not participate in any Project costs for which advance written approval has not been given.

C.2. Department Share and Local Government Share. In accordance with Tenn. Code Ann. 54-5-404, the Local Government shall provide at least two percent (2%) of the approved Project cost in cash from Local Government funds or in-kind Project work approved by the commissioner of the Department, or both.

The parties agree that their respective shares of the Estimated Maximum Liability for the Project shall be as follows:

Department Share:	(**98**%)	**$ 911,247.41**
Local Government Share:	(**2**%)	**$ 18,596.89**
Total Project Cost:		**$ 929,844.30**

C.3. Reimbursements to Reflect Match/Share. Reimbursements to Local Government shall reflect the percentage of Local Government Share detailed in Section C.2. Reimbursements are subject to the other provisions of this Agreement, including but not limited to, Section C.1.

C.4. Invoice Requirements. The Local Government shall invoice the Department no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation
Sharees Fife, Region 1 State-Aid Office
7345 Region Lane
Knoxville, TN 37914
Email: Sharees.Fife@tn.gov
Telephone # (865) 719-0203

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 Local Government).
(2) State Aid Number.
(3) State Project Number.
(4) Local Road Name.
(5) Invoice Date.
(6) Invoice Period (to which the reimbursement request is applicable).
(7) Agreement Number (assigned by the Department).
(8) Local Government Name.
(9) Local Government Remittance Address.
(10) Local Government 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. All line-item numbers as shown in Attachment 1 in numerical order
ii. Item Description
iii. Estimated Quantities
iv. Current Quantities
v. Previous Quantities
vi. Unit
vii. Unit Price
viii. The current amount requested
ix. The previous amount requested
x. Total amount reimbursed to date

b. The Local Government understands and agrees to all of the following.

(1) An invoice under this Agreement shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the

delivery of service described by this Agreement and shall be subject to Attachment One and any other provision of this Agreement relating to allowable reimbursements.

(2) An invoice under this Agreement shall not include any reimbursement request for future expenditures.

(3) An invoice under this Agreement shall initiate the timeframe for reimbursement only when the Department is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.4.

C.5. Payment Methodology. Payments will be made by the Department to the Local Government on the basis of actual quantities of items of work performed at the agreed unit price(s) set forth in Attachment One, including any adjusted unit prices and/or additional required pay items applicable to the Project as provided in the TDOT Standard Specifications for Road and Bridge Construction (current Edition).

Payment to the Local Government may be a sum made in advance, upon the Department's approval of the invoice submitted by the Local Government's contractor to the Local Government. For such payments, the Local Government shall pay its contractor within thirty (30) days of the Local Government's receipt of such funds from the Department and shall retain records of such payments.

C.6. Payment of Invoice. A payment by the Department shall not prejudice the Department's right to object to or question any reimbursement, invoice, or related matter. A payment by the Department 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.7. Non-allowable Costs. Any amounts payable to the Local Government shall be subject to reduction for amounts included in any invoice or payment that are determined by the Department, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, to constitute unallowable costs.

C.8. Department's Right to Set Off. The Department reserves the right to set off or deduct from amounts that are or shall become due and payable to the Local Government under this Agreement or under any other agreement between the Local Government and the Department under which the Local Government has a right to receive payment from the Department.

C.9. Prerequisite Documentation. The Local Government shall not invoice the Department under this Agreement until the Department has received the following, properly completed documentation.

a. The Local Government shall complete, sign, and return to the Department an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the Department. By doing so, the Local Government acknowledges and agrees that, once this form is received by the Department, all payments to the Local Government under this or any other Agreement will be made by automated clearing house ("ACH").

b. The Local Government shall complete, sign, and return to the Department the Department-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Local Government's Federal Employer Identification Number or Social Security Number referenced in the Local Government's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The Department is not bound by this Agreement until it is signed by the parties and approved by appropriate officials.

D.2. Modification and Amendment. This Agreement may be modified only by a written amendment signed by all parties.

D.3. Termination for Convenience. The Department may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the Department. The Department shall give the Local Government at least thirty (30) days written notice before the effective termination date. The Local Government shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Local Government for compensation for any service that has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. The Local Government shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the Department's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Local Government fails to properly perform its obligations under this Agreement, or if the Local Government violates any terms of this Agreement, the Department shall have the right to immediately terminate this Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the Department's right to terminate this Agreement for cause, the Local Government shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Local Government.

D.5. Subcontracting. The Local Government shall not assign this Agreement or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the Department. If such subcontracts are approved by the Department, each shall contain, at a minimum, sections of this Agreement pertaining to "Conflicts of Interest," "Nondiscrimination," "Debarment and Suspension," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Local Government shall remain responsible for all work performed and for ensuring that the terms and conditions of any subcontracts do not conflict with the requirements of this Agreement.

D.6. Conflicts of Interest. The Local Government warrants that no part of the total Agreement Amount shall be paid directly or indirectly to an employee or official of the Department of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Local Government in connection with any work contemplated or performed relative to this Agreement.

D.7. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement 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 Department:

Lisa Dunn / Manager State-Aid Office
12th Floor William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave.
Nashville, TN 37243
Email: Lisa.Dunn@tn.gov
Telephone # (615) 519-2963

The Local Government:

Jim Snowden / Road Superintendent
Knox County Highway Department
205 Baxter Avenue
Knoxville, TN 37917

Email: Jim.Snoden@knoxcounty.org
Telephone # (865) 215-5800

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.8. Subject to Funds Availability. This Agreement is subject to the appropriation and availability of State funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate this Agreement upon written notice to the Local Government. The Department's right to terminate this Agreement due to lack of funds is not a breach of this Agreement by the Department. Upon receipt of the written notice, the Local Government shall cease all work associated with the Agreement. Should such an event occur, the Local Government shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Local Government shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.9. Nondiscrimination. The Local Government 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 Agreement or in the employment practices of the Local Government 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 Local Government shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Licensure. The Local Government, 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.11. Records. The Local Government and any approved subcontractor shall maintain documentation for all charges under this Agreement. The books, records, and documents of the Local Government and any approved subcontractor, insofar as they relate to work performed or money received under this Agreement, 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 Local Government's records shall be subject to audit at any reasonable time and upon reasonable notice by the Department, the Comptroller of the Treasury, or their duly appointed representatives.

D.12. Monitoring. The Local Government's activities conducted and records maintained pursuant to this Agreement shall be subject to monitoring and evaluation by the Department, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Local Government shall submit brief, periodic, progress reports to the Department as requested.

D.14. Strict Performance. Failure by any party to this Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.15. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Agreement. The parties acknowledge that they are independent contracting entities and that nothing in this Agreement 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.

The Local Government, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq., and all other applicable laws.

D.16. Limitation of Department's Liability. The Department shall have no liability except as specifically provided in this Agreement. In no event will the Department be liable to the Local Government 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 Agreement or otherwise. The Department's total liability under this Agreement (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 Agreement. This limitation of liability is cumulative and not per incident.

D.17. Debarment and Suspension. The Local Government 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 Agreement 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 Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

The Local Government 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.

D.18. 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 Agreement. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Agreement arising from a Force Majeure Event is not a default under this Agreement or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay.

The occurrence of a Force Majeure Event affecting Local Government's representatives, suppliers, subcontractors, customers or business apart from this Agreement is not a Force Majeure Event under this Agreement. Local Government will promptly notify the Department of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the Department 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 Local Government's performance longer than forty-eight (48) hours, the Department may, upon notice to Local Government: (a) cease payment of the fees until Local Government resumes performance of the affected obligations; or (b) immediately terminate this Agreement or any purchase order, in whole or in part, without further payment except for fees then due and payable. Local Government will not increase its charges under this Agreement or charge the Department any fees other than those provided for in this Agreement as the result of a Force Majeure Event.

D.19. Procurement. If other terms of this Agreement 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 Local Government shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Agreement. 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.

D.20. Tennessee Department of Revenue Registration. The Local Government shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608, and ensure that all contractors and subcontractors do the same. Compliance with applicable registration requirements is a material requirement of this Agreement.

D.21. State and Federal Compliance. The Local Government shall comply with all applicable state and federal laws and regulations in the performance of this Agreement.

D.22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Local Government 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 Agreement. The Local Government 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 9-8-409.

D.23. Completeness. This Agreement 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 Agreement supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.24. Severability. If any terms and conditions of this Agreement 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 Agreement are declared severable.

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

D.26. 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 Agreement. The Local Government 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.27. Maintenance. Pursuant to Tenn. Code Ann. . § 54-1-126(b), upon completion of the construction of the Project, the Local Government shall be solely responsible for the maintenance of the completed Project. The Local Government's maintenance responsibility includes all Project work performed, including locations where the local road may intersect with any other public right-of-way. More particularly, the Local Government acknowledges that where any county road intersects with a state highway or other public road, the Local Government's maintenance responsibility for the county road, including but not limited to traffic control devices, continues across the right-of-way of the intersecting state highway or public road to the point where the local road abuts the roadway of the state highway or public road.

D.28. No Retainage Allowed. The Local Government may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

D.29. Boycott of Israel. The Local Government 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.

D.30. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Local Government acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

D.31. Prevailing Wage Rates. The Local Government shall ensure that all contracts for this project comply with the prevailing wage laws provided in Tenn. Code Ann. §§ 12-4-401 through 12-4-415. Under Tenn. Code Ann. § 12-4-403(b), any highway contractor entering into a state contract for the performance of work on state-funded road construction projects shall pay not less than the prevailing wage rate for all types and classifications of such work. The Local Government shall include SP1280 from the Central Procurement Office in its contract with the prime contractor for this project.

IN WITNESS WHEREOF,

KNOX COUNTY:

_____

Jim Snowden, Knox County Road Superintendent

_____

Glenn Jacobs, Knox County Mayor

_____

David Buuck, Knox County Law Director

TENNESSEE DEPARTMENT OF TRANSPORTATION:

_____

Will Reid, TDOT Commissioner

APPROVED AS TO FORM AND LEGALITY:

_____

Leslie South, TDOT General Counsel

_____

Daniel Pallme, Asst. Chief of Planning Bureau

ATTACHMENT ONE

ESTIMATED QUANTITIES OF WORK AND AGREED UNIT PRICES

Item No.	Description	Quantity	Unit	Price	Amount
104-03.80	Additional Work (Skid Steer with Planer(to be used for milling of small areas)	50	HR	$450.00	$ 22,500.00
307-01.09	ACS Mix (PG 64-22) Grading C Per Ton for Leveling	1883	TN	$117.00	$ 220,311.00
411-01.10	ACS Mix (PG 64-22) Grading D TDOT Spec 407.09	4629	TN	$135.00	$ 624,915.00
411.12.03	Scoring Rumble Stripe (NON-CONT. 8") Per Line	2.25	MI	$2,500.00	$ 5,625.00
716-02.05	Plastic Pavement Marking (STOP LINE)	75	LF	$12.00	$ 900.00
716-05.01	Painted Pavement Markings (4" Line)	83,000	LF	$0.13	$ 10,790.00
791-07.20	Adjusting Valve Boxes	5	EA	$ 105.00	$ 525.00
	County Inspection	1	LS	$ 44,278.30	$ 44,278.30
			Total Project Cost		**$ 929,844.30**

ADDITIONAL ITEMS (WHERE APPLICABLE)			
SP109B	Payment Adjustment for Bituminous Material	TN	Paid per TDOT Special Provision 109B

RLA-18700 **21.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026
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 Professional Service Agreement with Johnson, Miriam, & Thompson (JMT) for right of way acquisition services for intersection improvements at Maryville Pike and Tipton Station Road in the amount of $108,000.00.
(Engineering and Public Works)

Attachments

ROW Proposal

July 31, 2026

Ben A. Friend, P.E.
Director of Transportation Engineering
Knox County Engineering and Public Works
205 W. Baxter Avenue
Knoxville, Tennessee 37917

RE: Scope and Fee Proposal – SR-33 (Maryville Pike) at Tipton Station Rd. Turn Lane
JMT Job No. 26-02629

Dear Mr. Friend:

JMT is pleased to present our scope and fee proposal for the acquisition process pertaining to the SR-33 (Maryville Pike) at Tipton Station Road Turn Lane Project. We propose to act as Knox County's agent throughout the entire ROW acquisition process from initial contact to delivery of the final transmittal to Knox County for each parcel. We will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act). The project, as we understand, is the construction of a southbound left turn lane on Maryville Pike for traffic turning onto Tipton Station Road. The project consists of eleven (11) tracts for acquisition with no relocations or miscellaneous sign moves.

JMT to provide:
• Contract appraisers as required by the project to generate fair market value reports with a review report.
• Assist in determining the nominal value as required by the project to generate fair market value offers (NPPs).
• Confirm title showing all interests in the subject property. JMT to manage closings (with TVT) after JMT submits final documents with signed sales agreement.
• Provide weekly status report from initial contact to closing.
• Provide qualified agents to prepare documents, review fair market value, liens, leasehold interest, and title information for negotiations on each parcel or any interest in the parcel.
• Contact all interests required per parcel and present written offers for the acquisition. (Confirm title information and all interest to be released with owner.)
• Conclude negotiations with documentation of settlement amounts or initiate condemnation process to be implemented by Knox County as required.
• Closing: Provide correspondence to the attorney for closing as needed to include all information required for deed preparation, releases, etc.
• Parcel files: Files for each parcel, property owner, lease or occupant will be generated for all negotiations. The parcel file will include a log of all correspondence with property owner, agents or assignees.

RIGHT-OF-WAY ACQUISITION/NEGOTIATION SERVICES
SR-33 at Tipton Station Road Project
Knox County, Tennessee

Tract	Acquisition Type	Appraisal Type	Title Reports	Appraisal/NPP	Review	Negotiation	Closings	Tract Total	Notes
1	Acquisition Only	NPP	$ 900.00	$ 600.00	$ -	$ 5,350.00	$ 1,000.00	$ 7,850.00	Acq. Agent 40 Hours / PM 1 Hour
2	Acquisition Only	NPP	$ 900.00	$ 600.00	$ -	$ 5,350.00	$ 1,000.00	$ 7,850.00	Acq. Agent 40 Hours / PM 1 Hour
4	Acquisition Only	NPP	$ 900.00	$ 600.00	$ -	$ 5,350.00	$ 1,000.00	$ 7,850.00	Acq. Agent 40 Hours / PM 1 Hour
6	Acquisition Only	NPP	$ 900.00	$ 600.00	$ -	$ 5,350.00	$ 1,000.00	$ 7,850.00	Acq. Agent 40 Hours / PM 1 Hour
7	Acquisition Only	FPA	$ 900.00	$ 4,000.00	$ 2,000.00	$ 5,350.00	$ 1,000.00	$ 13,250.00	Acq. Agent 40 Hours / PM 1 Hour
9	Acquisition Only	NPP	$ 900.00	$ 600.00	$ -	$ 5,350.00	$ 1,000.00	$ 7,850.00	Acq. Agent 40 Hours / PM 1 Hour
10	Acquisition Only	FPA	$ 900.00	$ 4,000.00	$ 2,000.00	$ 5,350.00	$ 1,000.00	$ 13,250.00	Acq. Agent 40 Hours / PM 1 Hour
11	Acquisition Only	FPA	$ 900.00	$ 4,000.00	$ 2,000.00	$ 5,350.00	$ 1,000.00	$ 13,250.00	Acq. Agent 40 Hours / PM 1 Hour
12	Acquisition Only	NPP	$ 900.00	$ 600.00	$ -	$ 5,350.00	$ 1,000.00	$ 7,850.00	Acq. Agent 40 Hours / PM 1 Hour
13	Acquisition Only	FPA	$ 900.00	$ 4,000.00	$ 2,000.00	$ 2,675.00	$ 1,000.00	$ 10,575.00	Acq. Agent 20 Hours / PM 1 Hour
14	Acquisition Only	FPA	$ 900.00	$ 4,000.00	$ 2,000.00	$ 2,675.00	$ 1,000.00	$ 10,575.00	Acq. Agent 20 Hours / PM 1 Hour
		Total:	$ 9,900.00	$ 23,600.00	$ 10,000.00	$ 53,500.00	$ 11,000.00	$ 108,000.00	Acq. Agent 400 Hours / PM 11 Hours

This is an estimate which will be adjusted based on actual hours of work performed. The contract will be based on the unit prices and our current hourly rates for each classification with a do not exceed amount of $108,000.00 (One Hundred Eight Thousand Dollars). This amount includes Appraisals $23,600.00; Appraisal Reviews $10,000; Title and Closings $20,900; and Negotiations $53,500. The title and closings, appraisals, and appraisal reviews are a set price. NPPs will be completed by JMT at a rate of $110/hour. Current hourly rates for negotiation are as follows: Real Property Specialist $110/hour; Senior Real Property Specialist $150/hour; and Project Manager $130/hour. If revised appraisals or reviews are required, a change order will be requested. If relocations or miscellaneous sign moves are required, a change order will be requested. This fee is based on the current ROW plans and acquisition table as provided to JMT by Knox County. Invoices will be submitted monthly and will include a detailed description of personnel and time for services rendered.

If you have any questions or need further information, please do not hesitate to contact me at 865-270-3394 or ehooper@jmt.com.

Very truly yours,

Johnson, Mirmiran, and Thompson, Inc.





Emily Hooper
Senior Real Property Specialist

Ryan M. Henley, RLS
Vice President

RLA-18707 **22.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026
Requested By:	Hannah Hinkle, COMMUNITY DEVELOPMENT
Department:	COMMUNITY DEVELOPMENT
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 donations for Operation Hero's Hill as shown on the attached list and in the total amount of $52,570.98.
(Community Development)

Attachments

Operation Hero's Hill Donation List

Donations Supporting Operation Hero's Hill

Donor Organization	Donation Amount
Knoxville Track Club	$4,642.97
Southeastern Tank, Inc.	$1,000
Bar Environmental, Inc.	$500
Principle Environmental, Inc.	$1,000
Strata-G	$1,000
Blalock Construction	$1,000
Vulcan Materials Company	$500
Coastal Water Technology	$1,000
C2RL, Inc.	$2,500
Cannon & Cannon	$5,000
Consolidated Pipe & Supply	$1,000
Inter-Agency Insurance Co.	$2,500
Tech Coat, Inc.	$2,500
Meadow Branch Landfill	$2,500
Northeast Knox Utility District	$1,000
Insituform Technologies, Inc	$1,000
Jacobs Engineering	$1,000
TVA	$2,500
Knoxville TVA Employees Credit Union	$500
Utilities Management Federation	$5,000
HH Challenge Onsite Donations	$810
Knox County Schools T-Shirt Sales	$7,936.01
Petro's Chili & Chips	$747
Legacy Parks for Wood Bat Tournament	$5,435
Total Donations	**$52,570.98**

RLA-18709 **23.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
Requested By:	Hannah Hinkle, COMMUNITY DEVELOPMENT		
Department:	COMMUNITY DEVELOPMENT		
Requires Expenditure of Funds:	NO	Funded in Current Budget:	YES
Appropriation Required:	YES		

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving scope of work and budget amendments to two (2) Memorandums of Understanding with Knox County departments for internal Knox County projects funded through the U.S. Department of the Treasury's American Rescue Plan Act (ARPA). (No Local Match Required)
(Community Development)

Attachments

No file(s) attached.

RLA-18714 **24.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
Requested By:	Hannah Hinkle, COMMUNITY DEVELOPMENT		
Department:	COMMUNITY DEVELOPMENT		
Requires Expenditure of Funds:	YES	Funded in Current Budget:	NO
Appropriation Required:	YES		

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant agreement with Points of Light Foundation, d/b/a Points of Light, in the amount of $100,000.00 through the Lowe's Community Impact Grant Program to support Operation Hero's Hill. (No Local Match Required)
(Community Development)

Attachments

Lowe's Community Impact Grant Agreement

Lowe's Community Impact Grant Program
Grant Recipient Documents and Agreement

Administered by Points of Light

Submission Checklist
Upon returning this agreement, please confirm that you have submitted the following documents to Points of Light. Failure to provide the signed agreement with requested documentation may result in a forfeiture of eligibility for the Lowe's Community Impact Grant Program.

Required Documents:

- Completed IRS Form W9 (Required)
- Two Certificates of Insurance (COI) with policy limits listed in Section H.6. of the Grant Agreement *Points of Light Foundation* and *Lowe's Company and its subsidiaries* as additional insured (Required)
- Bank Verification Letter (Required)
  Please obtain a bank verification letter from your financial institution. The letter should be on bank letterhead with a signature from the banking representative/relationship manager. The letter must include the following information:
  - Your Organization Name
  - Your Organization Address
  - Account Number
  - ACH Direct Deposit Routing Number (9 Digits)
  - Bank Name
  - Bank Address
  - Bank verification letter must be dated with the last ninety (90) days

sample

Lowe's Community Impact Grant Program

Administered by Points of Light

This Grant Agreement (the "Agreement") is entered into by and between Points of Light Foundation d/b/a Points of Light, a Delaware non-for- profit corporation ("Points of Light"), and the Grant Recipient as set forth below ("Grant Recipient") as of July 16, 2026 ("Effective Date").

A. Grant Details

Points of Light shall provide funding in the amount and to the Recipient as specified below to support Grant Recipient's implementation of its proposed Community Improvement Project (the "Grant").

ORGANIZATION NAME	{{ORGANIZATION NAME}}		
CONTACT NAME	{{CONTACT NAME}}		
CONTACT EMAIL	{{CONTACT EMAIL}}	PHONE	{{PHONE}}
ORGANIZATION ADDRESS	{{ORGANIZATION ADDRESS}}		
GRANT AMOUNT	{{GRANT AMOUNT}}		

B. Grant Period

The Agreement is in full force and effect from the Effective Date through December 15, 2026 (the "Term").

C. Grant Requirements

1. Grant Recipient confirms eligibility as a 501(c)(3) organization, tax-exempt school, or government entity, and as further specified in the Lowe's Community Impact Grant Program Terms and Conditions set forth at https://www.pointsoflight.org/lowescommunitygrantsrules/
2. Where Grant Recipient is receiving funds and managing the project on behalf of a third-party beneficiary that was nominated and vetted for the Grant ("Benefitting Organization"), Grant Recipient warrants it has executed an agreement with the Benefitting Organization authorizing Grant Recipient to accept funds and oversee performance of the Grant. Grant Recipient acknowledges that it will be required to provide a copy of such agreement to Points of Light or Lowe's upon request.
3. Any material changes to the Community Improvement Project must be communicated in advance to Points of Light (LowesCommunityImpact26@pointsoflight.org) and approved in writing (via email) by Points of Light; provided, however, that any changes to the scope of the Grant or the completion date of the Community Improvement Project shall require an amendment in writing signed by both parties.

D. Lowe's Project Requirements

Grant Recipient agrees to do the following:

1. Implement the Community Improvement Project further described in Exhibit A (the "Project Plan") and to complete the Community Improvement Project on or before December 15, 2026.

Sample

2. Keep Grant Recipient's status of being awarded a Grant confidential until such time as Lowe's elects to announce such award, provided, however, that a Grant Recipient may provide information to third parties if Grant Recipient determines, in its reasonable discretion, such third party needs to know such information in order for the Community Impact Project to proceed and such third party agrees to keep any and all shared information confidential until such time that Lowe's elects to announce Grant Recipient's award.
3. Engage with the Points of Light project contact and Lowe's Store Captain to execute the Community Impact Day as provided for in Exhibit A, by: (i) establishing a regular meeting and/or update cadence in the weeks leading up to the Community Impact Day; and (ii) coordinating with Lowe's Store Captains on the Community Impact Day.
4. When feasible and within budget and project timeline, working in partnership with the Lowe's Store Captain, consider in good faith: (i) Lowe's for products and supplies, and (ii) Lowe's third-party installers for professional contract work related to the Community Improvement Project.
5. Ensure there is no visible branding from Lowe's Competitors at project site (For purposes of this Agreement, "Competitors" shall include the following by way of illustration, not limitation: The Home Depot, Menards, Amazon, Best Buy, Sears, Ace Hardware, True Value, Tractor Supply, and Floor & Décor) and no branding conflicts with the Lowe's brand, and any of the products and services which Lowe's sells when Lowe's is capturing content related to the project (e.g. Home Depot branded buckets, any branded paint or tools that cannot be purchased from Lowe's, etc.).
6. Provide project status updates to Points of Light upon request; any delays to the agreed-upon project schedule must be immediately communicated to Points of Light in writing via email.
7. For reporting purposes: (i) watch a brief (less than 30 minutes) recorded training video outlining the reporting
process with True Impact; (ii) complete a forecast Social Impact Report directly on the True Impact platform at the mid-point of the Community Improvement Project (based on planned end point, or when first disbursement of the Grant has been completely allocated) and no later than October 14, 2026; (iii) respond to Lowe's feedback on the Social Impact Report in a timely manner; (iv) update the forecast Social Impact Report within one (1) week of the completion of the Community Improvement Project and no later than December 22, 2026 in order to receive the final Grant disbursement. The requirements of this Section D.7 shall survive the termination of this Agreement.
8. Grant Lowe's and its affiliates the right to use the Grant Recipient's name and/or logo to advertise and promote Lowe's relationship with the Grant Recipient in conjunction with Program and to permit Lowe's to feature the project and representatives of the project in any future media opportunities.
9. Provide and ensure physical access to the site for construction/project improvement for the purposes of taking photographs or video at a time to be mutually agreed upon by the parties.
10. Direct all media inquiries to the Lowe's Public Relations team: publicrelations@lowes.com and use best efforts to identify beneficiaries of the Grant who are willing to participate in Lowe's media efforts to tell the story of the impact such Grant has on such beneficiary.
11. Follow all applicable laws, as well as recommended and mandatory guidelines, regulations, orders, or ordinances in place from CDC, state or local municipalities.
12. Agree (i) to be bound by the Lowe's Community Impact Grant Program Terms and Conditions set forth https://www.pointsoflight.org/lowescommunitygrantsrules/ ("Terms and Conditions"), including Submission (as defined in the Terms and Conditions) requirements; (ii) to waive any rights to claim ambiguity with respect to the Terms and Conditions; (iii) to waive all of its rights to bring any claim, action or proceeding against any of the Released Parties (as defined in the Terms and Conditions) in

sample

connection with the Program; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable
attorneys' fees) that may arise in connection with: (a) the Lowe's Community Impact Grant Program, including, but not limited to, any program-related activity or element thereof, and the Nominator's Submission (as defined in Program Terms and Conditions), participation or inability to participate in the Lowe's Community Impact Grant Program; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the Grant (or any component thereof); (d) any change in the Grant (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; or (g) the negligence or willful misconduct by Nominator (as defined in the Terms and Conditions).

E. BUDGET

Project costs should be managed within the budget. Points of Light will not reimburse Grant Recipient for costs in excess of the budget unless the parties agree otherwise and signed in writing.

Project Budget (For supplies, materials, vendors, skilled contractors, permitting and other project related costs)	{{GRANT AMOUNT}}

F. RELEASE OF GRANT FUNDS

Grant Recipient will invoice Points of Light for release of grant funds according to the schedule below, and Points of Light will make payment by ACH within fifteen (15) days of receipt of Grant Recipient's invoice. Grant Recipient is responsible for ensuring Points of Light has current payment information on file (signed W-9 and ACH payment instructions). Grant Recipient will be solely responsible for payment of all taxes that may be due to any federal, state, or local taxing authority as the result of funds paid to Grant Recipient under this Agreement.

Invoice No.	Timing	Amount	Scope Covered
1	Upon execution of this agreement and submission of required paperwork (July or August expected)	{{Invoice 1}}	50% of project total budget
2	Upon Submission of Mid-term reporting, including receipts to date (September or October 2026, expected)	{{Invoice 2}}	30% of project total budget
3	Upon completion of project and Post- Project Report	{{Invoice 3}}	20% of project total budget

sample

	(December 2026, expected)		

G. USE OF FUNDS

The Grant Recipient agrees to expend the entire Grant Amount for the project described in the Project Plan, which may include operations or personnel expenses as required to carry out the grant activities. Grant Recipient agrees to return all disbursed funds if (1) grant funds have not been used for their intended purpose, or (2) have been used inconsistently with the terms of this Agreement, or (3) if the activities or outputs funded by the grant are materially incomplete after December 15, 2026 as determined by Points of Light in its sole discretion. Additionally, Grant Recipient agrees to return any portions of grant funds not expended during the Term and detailed on the post-grant report. In the event that the Grant Recipient fails to submit the post-grant report within one (1) week of completion of the Community Improvement Project Grant and no later than December 22, 2026, Recipient agrees to forfeit final disbursement.

H. TERMS AND CONDITIONS

1. Relationship. The relationship between the parties is that of grantor and grantee for the limited purposes as set forth herein; the parties should not be treated as partners or agents of each other, nor as entering into a joint venture arrangement with each other.

2. No Assignment. Grant Recipient may not assign this Agreement or delegate performance of the terms of this Agreement or of the project to any other person or entity, without Points of Light's prior written consent.

3. Termination. Points of Light may terminate the Agreement immediately for cause upon notice of material breach and failure of Grant Recipient to remedy the breach within 30 days of receipt of notice. Additionally, Points of Light may terminate immediately due to conduct on the part of Grant Recipient that reasonably could be expected to injure Points of Light's or Lowe's reputation or public standing or otherwise bring disrepute to Points of Light or Lowe's.

4. Compliance. Grant Recipient agrees to comply with applicable local, state, and federal law in performance of the Grant Activities. Specifically, Grant Recipient will comply with all applicable requirements of the Patriot Act and related laws in its use of the funds provided under this Agreement. (Grant Recipient is referred to U.S. Department of the Treasury's "Anti-Terrorist Financing Guidelines: Voluntary Best Practices for U.S.-based Charities" which provides further information to assist Grant Recipient in fulfilling its obligation under this paragraph.)

5. Indemnification. To the fullest extent permitted by law, Grant Recipient agrees to indemnify and hold Points of Light harmless from and against any and all claims, losses, demands causes of action, damages, or expenses, including without limitation, reasonable attorney fees, arising out of or resulting from performance under this Agreement, any employees or agents of Grant Recipient, or anyone for whose acts they may be liable, regardless of whether such claim, demand, loss, cause of action, damage or expense, is caused in part by Points of Light. The indemnification provided herein shall survive the termination of this Agreement.

Sample

6. Insurance. Grant Recipients must maintain the following coverage: ((i) a general liability insurance policy no less than USD $500,000 per occurrence and USD $500,000 in aggregate; (ii) umbrella or excess liability coverage not less than USD $1,000,000 per occurrence and USD $1,000,000 in aggregate; (iii) hired and non-owned auto liability coverage not less than USD $300,000; (iv) and workers compensation coverage as required by applicable law. Grant Recipient shall name Points of Light and Lowe's as an additional insured under general liability, automobile and umbrella policies, and coverage shall be provided on a primary and non-contributory basis. Grant Recipient shall be permitted to use up to five thousand dollars ($5,000) of the Grant to satisfy the insurance requirements of this Section H.6. Additionally, Grant Recipients are strongly encouraged to maintain directors and officers liability insurance. Notwithstanding the above, in the event that Grant Recipient maintains a general liability policy in the amount of USD $2,000,000 in aggregate and hired and non-owned auto liability coverage of USD $1,000,000, Grant Recipient is not required to comply with subsection (ii) regarding umbrella or excess liability coverage.

7. Infectious Diseases. Grant Recipient agrees to put in place pertinent preventative measures, according to state and local government requirements and protocols to reduce the spread of infectious diseases during in-person events; however, Grant Recipient acknowledges Grant Recipient's participants may become infected with diseases despite preventative measures. Further, participating in the Program could increase the participants' risk of contracting an infectious disease.

   By signing this Agreement, Grant Recipient acknowledges the contagious nature of infectious diseases and voluntarily assumes the risk that Grant Recipient's employees, agents, volunteers, and other Program participants may be exposed to or infected by diseases by participation in the Program, and such exposure or infection may result in personal injury, illness, permanent disability, and death. Grant Recipient understands that the risk of becoming exposed to or infected by diseases as a result of participation in the Grant may result from the actions, omissions, or negligence of Grant Recipient and others, including, but not limited to, Points of Light and Lowe's employees, volunteers, and program participants and their families.

   Grant Recipient voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any injury Grant Recipient or the undersigned may experience or incur in connection with Grant Recipient's participation. Grant Recipient hereby releases, covenants not to sue, discharges, and holds harmless Points of Light and Lowe's from all claims related to injury from infectious diseases ("Claims"). Grant Recipient understands and agrees that this release includes any Claims based on the actions, omissions, or negligence of Points of Light, Lowe's, its employees, volunteers, officers, directors, agents, contractors, insurers, representatives, affiliates, partners, successors and assigns, whether an infection occurs before, during, or after participation in the Program.

   In addition to the foregoing releases and waivers, Grant Recipient shall indemnify, defend, and hold harmless Points of Light, Lowe's, and their members, officers, directors, employees, agents, successors, and assigns (each, an
   "Indemnified Party"), from and against any and all losses, including liabilities, costs, charges, judgments, claims,

Sample

damages, penalties, fines, and expenses (including reasonable attorneys' fees and expenses and costs of investigation and arbitration or litigation) arising out of or in connection with any third party claim, suit, action, or proceeding (each, a "Third-Party Claim") relating to Points of Light or Lowe's exercise of the rights granted under this Section.

8. Limitation of Liability. In no event shall Points of Light be liable to Grant Recipient under this Agreement for any indirect, incidental, special, exemplary, or consequential damages, including damages for lost profits. The parties agree Points of Light's liability for claims arising under this Agreement shall not exceed the Grant Amount. In no event shall Grant Recipient assert a claim or cause of action against Points of Light for more than two (2) years after such claim or cause of action accrued.

9. Law and Venue. This contract should be interpreted under the laws of the State of Georgia, without giving effect to the principles of conflicts of law thereof, with any legal proceedings arising out of this Agreement to be brought before a court of competent jurisdiction sitting in Atlanta, Georgia.

10. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing to Grant Recipient as provided under Grant Details, above, and to Points of Light as follows:

    Points of Light
    Attn: Contracts
    Administration 101 Marietta
    Street, Suite 3100
    Atlanta, GA 30303

11. Entire Agreement; Amendments. This Agreement constitutes the sole understanding of the parties with respect to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Agreement. All amendments to this Agreement must be in writing and signed by both parties.

12. Counterparts and Electronic Delivery. This Agreement may be executed in counterparts and delivered in by facsimile or email; each counterpart shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument.

Sample

IN WITNESS WHEREOF, the parties hereto have signed and delivered this Agreement as of the date first above written.

{{Organization Name}}

Name: {{Signer Name}}
Title: {{Signer Title}}
Date:

Points of Light Foundation d/b/a Points of Light

Signed by:
W. Bartlett Snell
C6FA8FEF75134DE...

Name: W. Bartlett Snell
Title: CFAO
Date: July 16, 2026

sample

EXHIBIT A
PROJECT PLAN

Project Location: {{Project Location}}

Project Title: {{Project Title}}

Project Description: {{Project Description}}

Project Goals/Parameters

- Grant Recipient will provide full project delivery services for the 2026 in the Lowe's Community Impact Grant Program
  market(s) listed above;
- Grant Recipient will manage a project(s) that has been identified in the project description above in accordance with
  the Lowe's Community Impact Grant Program contest and approved by Lowe's;
- Grant Recipient (if different from the Benefitting organization) along with the Benefitting organization(s) will create a full project plan and timeline to complete the Community Improvement project on or before December 15, 2026;
- Grant Recipient must plan and manage volunteering activities for "Red Vest Days" or "Community Impact Days" with their local Lowe's Store Captain that can include Lowe's store associates' participation (as well as community volunteers, if necessary); Red Vest Days or Community Impact Days must occur on a date(s) and time(s) agreed upon by Grant Recipient and local Lowe's Store Captain; and
- Grant Recipient will manage the identification and coordination of skilled-contracted professional labor necessary to complete the project.

Delivery Requirements
These requirements are in addition to the Lowe's Project Requirements as set forth in the Agreement.

- Grant Recipient must assign one designated Project Manager to serve as main point of contact for Points of Light,
  Lowe's Store Captain and Benefitting Organization (as applicable);
- Grant Recipient may retain up to 15% of awarded grant amount to cover the staffing costs of the designated Project Manager (if needed); Lowe's will not award additional funds to cover project management costs;
- Grant Recipient must use its own volunteer waivers, photo releases, and contracts; waivers must include terms requiring volunteers to release claims against Points of Light and Lowe's;
- Grant Recipient must confirm and arrange for any required local permitting prior to starting the project;
- Projects can use community volunteers to complete (non-skilled labor) tasks;
- Project sites hosting Red Vest Days or Community Impact Days must follow infectious diseases safety protocol according to the Grant
  Recipient's local ordinances and CDC recommendations.
- When applicable, Grant Recipient should use local community non-profit organization(s) to assist with planning and delivering projects to best meet the community's needs;
- Grant Recipient agrees to display Lowe's branded signage at project site for the duration of the

sample

project (signage to be provided by Lowe's.)

Key Deadlines

- Official Public Announcement of Lowe's Hometowns Grantees: August 11, 2026
- Project Delivery Timing: September 7, 2026 – December 15, 2026
- Final Project Plan: Due prior to the start of the project. Template to be provided by Points of Light.
- Community Impact Days Run(s) of Show Due: One week prior to the scheduled Community Impact Day(s). Template to be provided by Points of Light.
- Reporting Deadlines
    - Project Progress Reporting: Regular check-ins with Points of Light upon request via email and/or phone for the duration of the project period.
    - Mid-Point Report: Due at the halfway point as provided for in Section D.7 of this Agreement.
    - Final Report: Due at the completion of the project as provided for in Section D.7 of this Agreement.

sample

RLA-18673 **25.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
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 authorizing approval of a Notice of Award Amendment One between the U.S. Environmental Protection Agency and The Government of Knox County dba Knox County Health Department for the Knox County Air Quality Management's PM2.5 Multipollutant Monitoring-IRA program for the provision of extending the term from July 31, 2026 through July 31, 2027 with no change to the initial award amount of $80,000.00. (No application or local match required)
(Health Department)

Attachments

Notice of Award for AMP PM2.5 Multipollutant Monitoring

U.S. ENVIRONMENTAL PROTECTION AGENCY

Assistance Amendment

GRANT NUMBER (FAIN): 03D13924 **MODIFICATION NUMBER:** 1 **PROGRAM CODE:** 5T	**DATE OF AWARD** 07/13/2026
TYPE OF ACTION: No Cost Amendment	**MAILING DATE** 07/13/2026
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:
Knox County Department of Air Quality Management
140 DAMERON AVE
KNOXVILLE, TN 37917-6413

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Amber Talgo 140 Dameron Avenue Knoxville, TN 37917-6413 **Email:** amber.talgo@knoxcounty.org **Phone:** 865-556-1051	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 EXPLANATION OF CHANGES

Multipollutant Monitoring --IRA

This action approves a budget revision for the Knox County Department of Air Quality Management. This action also approves an extension of the budget/project period end date from 7/31/26 to 7/31/27. The activities to be performed in this agreement will allow the recipient to achieve the goals of their workplan, such as expanding and enhancing their air monitoring activities.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
08/01/2024 - 07/31/2027	08/01/2024 - 07/31/2027	$ 80,000.00	$ 80,000.00

NOTICE OF AWARD

Based on your Application dated 06/22/2026 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $ 0.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $ 80,000.00. 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** 07/13/2026

KNOX COUNTY GOVERNMENT

By : _____

Name : Glenn Jacobs

Title : Mayor, Knox County

Date : _____

Approved as to Legal Form: Contract # _____

By : _____

Name : Jessica Jernigan-Johnson

Title : Deputy Law Director

Date : _____

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$ 80,000	$ 0	$ 80,000
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	$ 80,000	$ 0	$ 80,000

Assistance Program	Statutory Authority	Regulatory Authority
66.034 - Surveys-Studies-Investigations-Demonstrations and Special Purpose Activities relating to the Clean Air Act	Inflation Reduction Act: Sec. 60105b Clean Air Act: Sec. 103	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$ 0
2. Fringe Benefits	$ 0
3. Travel	$ 0
4. Equipment	$ 18,500
5. Supplies	$ 3,000
6. Contractual	$ 58,500
7. Construction	$ 0
8. Other	$ 0
9. Total Direct Charges	$ 80,000
10. Indirect Costs: 0.00 % Base N/A	$ 0
11. Total (Share: Recipient 0.00 % Federal 100.00 %)	$ 80,000
12. Total Approved Assistance Amount	$ 80,000
13. Program Income	$ 0
14. Total EPA Amount Awarded This Action	$ 0
15. Total EPA Amount Awarded To Date	$ 80,000

Administrative Conditions

The Following Administrative Terms and Conditions Have Been Revised:

General Terms and Conditions

The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this amendment and any previously awarded funds not yet disbursed by the recipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the recipient prior to the award date of this amendment.

The recipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2025-or-later

These terms and conditions are binding for disbursements and are in addition to or modify 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.

All Other Administrative Terms and Conditions Remain the Same.

Programmatic Conditions

All Programmatic Terms and Conditions Remain the Same.

RLA-18674 **26.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
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 $426,800.00 with the Tennessee Department of Health for the provision of Immunization Services for the period beginning July 1, 2025, and ending on June 30, 2030. (No application or local match required)
(Health Department)

Attachments

Grant Contract for Imunization Services

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, 2030	34360-41127	

Grantee Legal Entity Name	Edison Vendor ID
The Government of Knox County dba Knox County Health Department	2830

Subrecipient or Recipient	
☒ Subrecipient	**Assistance Listing Number** 93.268
☐ Recipient	**Grantee's fiscal year end** June 30

Service Caption (one line only)

Immunization Services

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026	$86,800.00	$253,200.00			$340,000.00
2027	$86,800.00	$0.00			$86,800.00
2028	$0.00	$0.00			$0.00
2029	$0.00	$0.00			$0.00
2030	$0.00	$0.00			$0.00
TOTAL:	**$173,600.00**	**$253,200.00**			**$426,800.00**

Grantee Selection Process Summary

☐ Competitive Selection	
☒ Non-competitive Selection	As a local governmental entity, the State is obligated to work with this Metro partner in order to effectively fulfill our legal duties and efficiently provide services in this area of Tennessee.

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)
HL00016130	71301000

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 Immunization 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. "ACIP" means Advisory Committee on Immunization Practices.

b. "CDC" means the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services.

c. "CVX" is a three-digit code that allows specification of a vaccine used at the vaccine administration level and identifies the type of vaccine product used. This code set was developed by the Centers for Disease Control and Prevention's (CDC) National Center of Immunization and Respiratory Diseases (NCIRD) to categorize and identify vaccines and their components. CVX codes are used in electronic health records, immunization registries, and other healthcare settings to ensure accurate vaccine reporting, tracking, and administration. Each CVX code corresponds to a specific vaccine or vaccine component, facilitating consistent and efficient immunization data management across various systems.

d. "DTaP" refers to a combination vaccine containing the Diphtheria, Tetanus, and acellular pertussis viruses.

e. "EHR" means Electronic Health Record, a secure, longitudinal digital record of a patient's health information (including demographics, clinical data, immunizations, and care history) used by healthcare providers to support clinical care, interoperability, and data exchange.

f. "FIPS 140-2" means the Federal Information Processing Standard (FIPS) Publication 140 2 (FIPS PUB 140-2) Security Requirements for Cryptographic Modules, a U.S. government computer security standard used to approve cryptographic modules.

g. "FTE" means full-time equivalent position.

h. "Hib" means *Haemophilus influenzae* virus, type b.

i. "IQIP" means Immunization Quality Improvement for Providers, a quality improvement strategy used to raise immunization coverage levels and improve standards of practices at the provider level.

j. "MMR" refers to a combination vaccine containing the Measles, Mumps, and Rubella Viruses.

k. “NBS” means the NEDSS-based System, the National Electronic Disease Surveillance System accessed via a Secure Website.

l. “NIST” means the National Institute of Standards and Technology, an agency of the U.S. Department of Commerce that develops technology, measurements, and standards.

m. “PEAR” means Provider Education Assessment and Reporting software, a tool for assessing immunization practices within a clinic, private practice, or any other environment where immunizations are provided. This software is proprietary to the CDC and can be accessed via the CDC’s secure portal - SAMS (Secure Access Management System).

n. “PHI” means Protected Health Information. PHI includes information:

i. Created or received by a health care provider, health plan, employer, or health care clearinghouse that relates to the past, present, or future physical, genetic, or mental health or condition of an individual;
ii. Relating to the provision of health care to an individual;
iii. Relating to the past, present, or future payment for the provision of health care to an individual;
iv. That identifies the individual; or
v. For which there is a reasonable basis to believe the information can be used to identify the individual.

o. “PII” means Personally Identifiable Information.

p. “PTBMIS” means the Patient Tracking Billing and Management Information System of the Grantor State Agency.

q. “REDCap” means Research Electronic Data Capture, a secure web application for building and managing online surveys and databases.

r. “RIR” means Regional Immunization Representative, a staff member based at a regional, country, or metro health department who performs immunization program activities as directed by/on behalf of the Tennessee Vaccine-Preventable Diseases and Immunization Program.

s. “SAMS” stands for Secure Access Management System, a secure portal for the CDC where authorized users can log in and use CDC software.

t. “Secure Email” means the use of FIPS 140-2 validated technologies to encrypt email messages, providing secure data integrity and confidentiality over computer networks.

u. “Secure Website” means a website using FIPS 140-2 validated technologies, which is the standard security technology for establishing an encrypted link between a web server and an internet browser.

v. “Sentinel Provider Network (SPN)” is the primary means of monitoring community activity of both seasonal and pandemic influenza. The SPN protocol is designed to allow TDH to track changes in influenza-like illness prevalence and etiology, both during and outside normal influenza seasons.

w. “TennIIS” means the Tennessee Immunization Information System, previously known as the “immunization registry”. It is the State database used for storing immunization records for children, adolescents, and adults administered in health departments or by other health care providers and is accessed via a Secure Website.

x. "USH" means an Unannounced Storage and Handling visit, a VFC requirement. This visit is conducted alongside the healthcare providers enrolled in the VFC.

y. "VFC" means the Vaccines for Children Program, a federal entitlement program created by the Omnibus Budget Reconciliation Act of 1993, a required component of the State's medical assistance program, and considered a Title XIX Medicaid program.

z. "Vaccine-Preventable Diseases and Immunization Program (VPDIP)" is the TDH Program responsible for the administration of this contract.

aa. "WIC Program" means the Special Supplemental Nutrition Program for Women, Infants, and Children established by the Child Nutrition Act of 1966 and codified as 42 U.S.C. §1786.

A.3. Service Goals. The goal of the VPDIP is to promote the proper use of all recommended vaccines, in collaboration with the CDC and other partners, and to ensure that at least 90% of people in Tennessee receive each vaccine recommended to protect them from disease. The VPDIP is paid for with federal money and is administered at the federal level by the CDC, at the state level by the Grantor State Agency, and at the local level by one of the many local agencies.

A.4. Service Recipients. Service recipients are all people living, working, and visiting Tennessee. Service emphasis is focused on children ages birth through eighteen (18) who are uninsured, underinsured, or eligible for Medicaid services, and adults nineteen (19) to sixty-four (64) who are uninsured and susceptible to vaccine-preventable diseases.

A.5. Service Description. The Grantee shall use grant funds to conduct an immunization program as a functional part of the State's VPDIP for the delivery of immunization program services described in this Grant Contract in compliance with the current procedures and guidelines of the VPDIP, the most recent copy of which is on file with the Grantor State Agency and has been provided to the Grantee. If VPDIP procedures or guidelines are revised during the Term of this Grant Contract, the VPDIP will communicate revisions by email and through the annual VPDIP training for field staff.

The Grantee shall collaborate with VPDIP in meeting requirements and objectives established by the CDC, including, but not limited to: carrying out VPDIP program evaluation efforts and assessments; carrying out federal grant requirements; and, carrying out activities to ensure that at least ninety percent (90%) of children in the Grantee's jurisdiction, as measured in the annual survey of twenty-four (24) month old children, have completed each one of the ten (10) basic ACIP recommended immunizations: DTaP, Inactivated polio vaccine (IPV), MMR, Hib, Hepatitis B, Varicella, Hepatitis A, Influenza, Rota Virus, and Pneumococcal Conjugate Vaccine.

As a participant in the VPDIP, the Grantee agrees to:

a. Follow all policies and procedures established by the State during public health emergencies and comply with all laws, rules and regulations applicable to the services provided hereunder.

b. Appoint a physician to oversee local immunization program efforts.

c. Assign a dedicated, full-time Immunization Program Representative (or Coordinator) to oversee immunization program activities and function as the primary contact person to the VPDIP. The job classification for this representative must be a minimum of a public health representative 3 or a licensed practical nurse.

d. Provide education and training to all staff responsible for immunization program activities. Grantee may cover expenses of staff to attend national immunization conferences recommended by the VPDIP, to ensure staff have adequate knowledge to carry out responsibilities and duties. Grantee shall ensure that all immunization program staff who will conduct VFC compliance site visits attend annual training for Regional Immunization

Representatives (RIRs) and other training programs conducted by VPDIP, including, but not limited to, conference calls, video conferences, and on-site training sessions. Participation in statewide educational meetings is strongly encouraged. Funding designated for education is included in this Grant Contract.

e. Ensure completion of the VPDIP objectives and activities as detailed in the most current CDC Immunization Cooperative Agreement, and as requested by the VPDIP, including, but not limited to:

1) Conducting VFC Compliance and Unannounced Storage and Handling (USH) site visits, according to the most current Tennessee Department of Health Immunization Program Field Staff Guide and annual schedule established by the VPDIP, of at least fifty (50) percent of the public and fifty (50) percent of the private providers enrolled in the VFC program in Grantee's jurisdiction annually; and ensuring that every VFC provider has a VFC compliance site visit at least once every twenty-four (24) months. If the Grantee has between twenty-one (21) and thirty-nine (39) VFC-enrolled providers, it must conduct VFC provider compliance site visits to at least twenty (20) providers annually. If the Grantee has twenty (20) or fewer VFC enrolled providers, it must conduct a VFC compliance site visit to all providers annually. Grantee is required to annually complete two (2) USH visits according to the procedures outlined in the CDC Cooperative Agreement and the most current Field Staff Guide.

2) Conducting annual IQIP activities in full compliance with the requirements, recommendations, and operational guidelines outlined in the federal Immunization Cooperative Agreement, CDC's IQIP Guide, and the VPDIP Field Staff Guide.

3) Monitor requirements for provider participation in the VFC Program, including the following: require that no patient eligible for VFC is denied routine immunizations because of inability to pay a vaccine administration fee, and require that all VFC providers offer VFC-eligible patients all routine immunizations recommended for them by the CDC and according to the ACIP-recommended schedule. Notify the VPDIP of providers who are not in compliance with these requirements. The VPDIP will notify these providers that they must promptly comply with federal law.

f. Participate in the VPDIP Perinatal Hepatitis B Program by:

1) Assigning a Grantee health department representative as coordinator to oversee the Perinatal Hepatitis B Program and function as the primary contact person to the VPDIP for perinatal hepatitis B prevention efforts. The job classification for this representative must be a minimum of a public health representative 2 or a licensed practical nurse.

2) Ensure completion of all activities as required by the VPDIP Perinatal Hepatitis B Prevention Program Operations Manual.

g. Perform routine surveys as mandated by CDC immunization grant requirements and/or the VPDIP, including:

1) Ensure completion of the survey of twenty-four (24) month-old children according to procedures and timelines developed by the VPDIP in the current Field Staff Guide.

h. Ensure the completion of case reports of all vaccine-preventable diseases within the timeframes required by TDH.

Services at a minimum shall include:

1) Contacting VPDIP and other county health departments, as appropriate, and sharing information about cases to the extent permitted by applicable laws, rules and regulations.

2) Completing the required case report forms and case investigation data and reporting to the State as a reportable disease in NBS and REDCap.

3) Arranging immunization clinics and/or medical appointments for the immunization of patients, as necessary, to control the spread of disease and in accordance with applicable laws, rules and regulations.

4) Ensuring that the Regional Sentinel Provider Network (SPN) coordinator administers the SPN according to current VPDIP protocols, including but not limited to:

i. Assessing provider compliance in the program.
ii. Ensuring submission of timely specimens by SPN providers.
iii. Following up with providers who are not in compliance by email and phone.
iv. Removing non-compliant providers from the network, in consultation with VPDIP and according to established protocols, actively recruiting providers, as needed, to maintain representation by one (1) active sentinel provider per 100,000 populations.

i. Perform Education and Outreach activities, including:

1) Responding, as necessary, to special immunization program activities that may be conducted in the Grantee's jurisdiction, such as a school-based clinic in response to disease outbreaks.

2) Improving the immunization levels of specific population sub-groups through specific outreach to groups at increased risk for delayed or incomplete immunization, such as minorities, children ages 9-19, and the elderly.

j. Promote all CDC recommended vaccines for adolescents and adults through service delivery activities designed to target preteens and adolescents, such as establishing systems in Grantee's clinics to ensure that immunization status is reviewed and vaccines are given at every health visit involving preteens and adolescents whenever Grantee's policy permits. Participate in community vaccination activities where feasible or promote adult immunization in the Grantee's community.

k. For all federally funded vaccines administered, utilize the most current CVX codes as defined by the most current TDH Codes Manual (formally known as PTBMIS Codes). Record all immunization transactions and comply with current VPDIP policy for the use and electronic health records coding of federal vaccines administered in local health departments.

l. Comply with Tennessee Rules and Regulations 1200-14-1-.29(2), which authorizes the Grantee to provide proof of immunizations to the admissions officer of any school in the state of Tennessee and to physicians who are evaluating a school-aged patient's immunization status.

m. Work with the Grantee's WIC Programs to monitor the immunization status of WIC recipients who have signed a release for the sharing of their PHI with the Grantee ("Grantee WIC Recipients"). Review immunization histories on all Grantee WIC Recipients and refer Grantee WIC Recipient children, adults, and particularly, pregnant females, as appropriate, to the immunization clinic. Facilitate the placement of WIC Recipient children who are behind on immunizations on an accelerated immunization schedule and implement strategies to ensure return immunization visits until the child is up to date according to CDC and ACIP recommendations.

n. Maintain an insurance policy or alternative means to cover the replacement of VFC vaccines due to storage failure. According to the VPDIP, replace vaccines to the VFC Program if they are compromised and must be discarded due to human error, including failure to follow proper vaccine storage and handling guidelines or failure to respond appropriately to storage unit failures.

A.6. Interface Requirements.

a. Grantee shall maintain a real-time bidirectional interface between the grantee's Electronic Health Record (EHR) and TennIIS.

A.7. Reporting Requirements.

a. The Grantee agrees to maintain an adequate staffing level to carry out immunization program activities of VPDIP. If at any time fewer than seventy-five percent (75%) of the positions funded through this Grant Contract are filled, the Grantee shall immediately notify the VPDIP and submit a corrective action plan documenting efforts to address the staffing deficiency.

b. The Grantee shall submit a Quarterly Report of all staff performing the immunization program activities, including the category of services as defined in Section A. 5 above, with employee name, position title, salary, and percent of time performing these services for the specific quarter, to the VPDIP Program Manager and VPDIP Fiscal Administrator. The Quarterly Report shall be submitted by email prior to or no later than the fifteenth (15th) calendar day of the month following the end of each quarter (October 15, January 15, April 15, and July 15).

c. The Grantee shall maintain appropriate personnel records, *e.g.*, time, attendance, leave, and payroll for review by the State or any other appropriate state or federal agency.

A.8. Service Deliverables.

Deliverable	Contract Section	Delivery Date	Due to Whom	Requested Format
Follow all policies and procedures established by the State during public health emergencies.	**A.5.a.**	Ongoing	N/A	N/A
Appoint a physician to oversee local immunization program efforts.	**A.5.b.**	Ongoing	N/A	N/A
Assign a dedicated, full-time Immunization Program Representative (or Coordinator).	**A.5.c.**	Ongoing	N/A	N/A
Provide education and training to all staff responsible for immunization program activities. Ensure that all immunization program staff who will conduct VFC compliance site visits attend all education and training programs conducted by the VPDIP.	**A.5.d.**	TBD by VPDIP	N/A	In-person trainings, conference calls
Conduct annual VFC Compliance and USH site visits in accordance with CDC guidelines.	**A.5.e.(1)**	Ongoing	Provider and VPDIP	In-Person

Conduct annual IQIP visits in accordance with CDC guidelines.	**A.5.e.(2)**	Ongoing	Provider and VPDIP	In-Person
Work with the VPDIP to achieve immunization coverage levels in compliance with State immunization regulations and CDC recommendations.	**A.5.e.(3)**	Ongoing	VPDIP	N/A
Ensure the active follow-up of children who are identified by the VPDIP and reported to Grantee by Secure Email as being at 'high risk' of not completing immunizations.	**A.5.f.(2)**	Annually	N/A	Using data in the Overdue DTaP report provided by VPDIP
Participate in the VPDIP Perinatal Hepatitis B Program in accordance with VPDIP and CDC requirements.	**A.5.f.(1)**	Ongoing	VPDIP	REDCap and NBS system
Conduct a survey of twenty-four (24) month-old children according to procedures and timelines developed by the VPDIP.	**A.5.g.(1)**	Ongoing	VPDIP	Completed surveys
Conducting case reports using data from a sample of schools in accordance with VPDIP requirements and deadlines.	**A.5.h.**	Annually, by date established by VPDIP	VPDIP	Completed surveys
Respond to case reports of all vaccine-preventable diseases.	**A.5.h.(2).**	Within 24 hours of the report	VPDIP	Case report form and entered into NBS and REDCap
Perform Education and Outreach activities.	**A.5.i**	Ongoing	N/A	N/A
Promote all CDC-recommended vaccines for adolescents and adults.	**A.5.j.**	Ongoing	N/A	N/A
Utilize the most current TDH Codes Manual (formally known as PTBMIS CVX codes) for all federally funded vaccines administered.	**A.5.k.**	Ongoing	N/A	N/A
Monitor requirements for provider participation in the VFC Program in accordance with VPDIP Protocol and CDC requirements and notify VPDIP of noncompliance.	**A.5.e.(3)**	Ongoing	VPDIP	Telephone or written notification with appropriate documentation
Comply with Tennessee Rules and Regulations 1200-14-1-.29(2).	**A.5.i.**	Ongoing	N/A	N/A

Work with the Grantee's WIC Programs to monitor the immunization status of Grantee's WIC Recipients.	**A.5.m.**	Ongoing	N/A	N/A
Maintain an insurance policy or alternative means to cover the replacement of VFC vaccines due to storage failure.	**A.5.n.**	Ongoing	N/A	N/A
Maintain a staffing level to adequately carry out immunization program activities of VPDIP.	**A.7.a.**	Ongoing	VPDIP	Telephone or written notification with a corrective action plan if needed

A.9. Inspection and Acceptance. Acceptance of the work outlined above will be made by the State or its authorized representative. The State makes the final determination regarding acceptance of the work being performed under this Grant Contract.

A.10. Incorporation of Federal Award Identification Worksheet. The Federal Award Identification Worksheet, which appears as **Attachment 1**, is incorporated into this Grant Contract.

A.11. HHS Grants Policy Statement

Applicable Regulatory Provisions: Prior to October 1, 2025, this award was subject to 45 CFR 75 except for eight flexibilities from 2 CFR 200 adopted by HHS on October 1, 2024. After October 1, 2025, this award is subject to any applicable provisions of 2 CFR 200 and 2 CFR 300.

Termination: Prior to October 1, 2025, this award was subject to the termination provisions at 45 CFR 75.372. Starting on October 1, 2025, this award is subject to the termination provisions at 2 CFR 200.340. Pursuant to 2 CFR 200.340, the recipient and any subrecipient agree by accepting this award that continued funding for the award is contingent upon the availability of appropriated funds, recipient and subrecipient satisfactory performance, compliance with the terms and conditions of the award, and a decision by the agency that the award continues to effectuate program goals or agency priorities.

ALL OTHER TERMS AND CONDITIONS REMAIN IN EFFECT.

A.12. Grantee shall comply with all applicable requirements associated with this grant, including but not limited to the CDC General Terms and Conditions for Non-research Awards and Notice of Funding Opportunity Number IP19-1901, entitled Immunizations and Vaccines for Children.

A.13. No funds awarded under this grant Contract shall be used for lobbying federal, state, or local officials.

A.14. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective on July 1, 2025 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2. Term Extension. It is understood and agreed that 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

Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

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 Twenty-Six Thousand, Eight Hundred Dollars ($426,800.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment 2,** 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 (**Attachment 3)**, with all necessary supporting documentation, and present such to:

Invoices.VPDIP@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, Division of CEDEP.
(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 a 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 sixty (60) 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 sixty (60) 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 4**)

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:

Marie Hartel, MPH | Program Director
Tennessee Vaccine-Preventable Diseases and Immunization Program
Communicable and Environmental Diseases and Emergency Preparedness Division
Tennessee Department of Health
Andrew Johnson Tower, 3rd Floor
710 James Robertson Pkwy,
Nashville, TN 37243
Cell Phone# 615-979-4452
Telephone# 615-253-9978
Marie.Hartel@tn.gov

Jessie Smotherman Jobe | Contracts Director
Jessie.Smotherman@tn.gov
Invoices.VPDIP@tn.gov

The Grantee:
Kevin Parton, Finance Manager
Knox County Regional Health Department
140 Dameron Ave.
Knoxville, TN 37917
Email Address: tdhcontracts@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 or suspend this Grant Contract upon written notice to the Grantee. The State's right to terminate or suspend 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 or suspension date but shall not be entitled to compensation for any services performed subsequent to termination date or during a period of suspension. 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. (Attachment 5)

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.

D.37. Foreign Adversary Company Attestation. The Grantee attests that they are not a "Foreign adversary company" within the meaning of Pub. Ch. 768 (2026) and that the Grantee is not knowingly selling an information and communications technology final product or service within the meaning of Pub. Ch. 768 (2026).

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. 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 not to exceed 12 months. 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.3. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract 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 FFATA requirements, including but not limited to those below, 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 CFR 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 CFR § 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 Contract is amended to extend its 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 Contract becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier 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 Contract 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.4. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 et seq., as those sections are amended from time to time during the term. Violations must be reported to the Centers for Disease Control and Prevention and the Region 4 Office of the Environmental Protection Agency.

E.5. 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.6. 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.7. 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:
93.268 Immunization Cooperative Agreements.

E.8. 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 Grnatee'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 the State's Enterprise Information Security Policy 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.

E.9. **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 **or** 140-3 (or current applicable version) 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 has 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 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 #6.

(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

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

THE GOVERNMENT OF KNOX COUNTY dba KNOX COUNTY HEALTH DEPARTMENT:

_____ _____

Glenn Jacobs Date
County Mayor

KNOX COUNTY HEALTH DEPARTMENT:

_____ _____

Kevin Parton Date
Finance Manager

APPROVED AS TO FORM: CONTRACT #

_____ _____

Jessica Jernigan-Johnson Date
Knox County Deputy Law Director

DEPARTMENT OF HEALTH:

_____ _____

Dr. John R. Dunn Date
Interim Commissioner

ATTACHMENT 1

Federal Award Identification Worksheet

Subrecipient's name (must match the name associated with its Unique Entity Identifier (SAM)	KNOX COUNTY GOVERNMENT
Subrecipient's Unique Entity Identifier (SAM)	**HS2EQEN6B6K4**
Federal Award Identification Number (FAIN)	PENDING
Federal award date	PENDING
Subaward Period of Performance Start and End Date	PENDING
Subaward Budget Period Start and End Date	PENDING
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.268
Grant contract's beginning date	7/1/2025
Grant contract's ending date	6/30/2030
Amount of federal funds obligated by this grant contract	$253,200.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	PENDING
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Tennessee's Cooperative Agreement to Strengthen Vaccine-Preventable Disease Prevention and Response
Name of federal awarding agency	Centers for Disease Control and Prevention
Name and contact information for the federal awarding official	Wayne Woods kuv1@cdc.gov 770-488-2948
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Rushdi Eskarous Rushdi.Eskarous@tn.gov 615-741-2974
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)	15.6% as of this contract date

ATTACHMENT 2

(BUDGET PAGE 1)

GRANT BUDGET

Knox County Health Department - Immunization Services Roll-Up Budget **(federal & state total)**

The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following Applicable Period: **BEGIN: July 1, 2025** **END: June 30, 2030**

	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries[2]	$314,100.00	$0.00	$314,100.00
	Benefits & Taxes	$106,696.00	$0.00	$106,696.00
	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
	Supplies	$0.00	$0.00	$0.00
	Telephone	$3,200.00	$0.00	$3,200.00
	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]	$2,804.00	$0.00	$2,804.00
	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 (1.66% of Total Salaries plus Benefits)	$0.00	$0.00	$0.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	**$426,800.00**	$0.00	$426,800.00

$426,800.00 **TOTAL NEW FY26-FY31 Contract Amount for Knox VPDIP until NOA Awarded**

[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.

ATTACHMENT 2

GRANT BUDGET

BUDGET PAGE 2

Knox County - Immunization Services	**STATE FY26 HL00000726**

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 June 30, 2026.

	EXPENSE OBJECT LINE-ITEM CATEGORY [1] **(detail schedule(s) attached as applicable)**	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
	Salaries[2]	$63,600.00	$0.00	$63,600.00
	Benefits & Taxes	$21,600.00	$0.00	$21,600.00
	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
	Supplies	$0.00	$0.00	$0.00
	Telephone	$1,600.00	$0.00	$1,600.00
	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 (% and method)	$0.00	$0.00	$0.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	$86,800.00	$0.00	$86,800.00

$86,800.00 **FY26 State award amount for allocation**

[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.

ATTACHMENT 2 (Continued)

GRANT BUDGET LINE-ITEM DETAIL

BUDGET PAGE 3

SALARIES									**AMOUNT**
Name, Title	Monthly Salary		# of Months		% of time				
Elaine Tabors, Program Manager	$5,833.88	x	6	x	90.00%	+		Longevity	$31,502.95
Elaine Tabors, Program Manager	$5,950.56	x	6	x	90.00%	+		Longevity	$32,133.02
							ROUNDED TOTAL		**$63,600.00**

ATTACHMENT 2

GRANT BUDGET

BUDGET PAGE 4

Knox County - Immunization Services	**PAN FLU FY26 HL00015617**

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 June 30, 2026.

	EXPENSE OBJECT LINE-ITEM CATEGORY [1] **(detail schedule(s) attached as applicable)**	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
	Salaries[2]	$53,000.00	$0.00	$53,000.00
	Benefits & Taxes	$17,896.00	$0.00	$17,896.00
	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 (% and method)	$0.00	$0.00	$0.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	$70,896.00	$0.00	$70,896.00

$70,896.00 **FY26 Pan Flu award amount for allocation**

[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.

ATTACHMENT 2 (Continued)

GRANT BUDGET LINE-ITEM DETAIL

BUDGET PAGE 5

SALARIES									**AMOUNT**
Name, Title	Monthly Salary		# of Months		% of time				
Pamela Plumer, Public Health Nurse	$5,925.68	x	6	x	29.00%	+		Longevity	$10,310.68
Pamela Plumer, Public Health Nurse	$6,044.20	x	6	x	29.00%	+		Longevity	$10,516.91
Jeannie Grubbs, Immunization Program Coodinator	$4,345.36	x	6	x	29.00%	+		Longevity	$7,560.93
Jeannie Grubbs, Immunization Program Coodinator	$4,432.27	x	6	x	29.00%	+		Longevity	$7,712.15
Caprina Sugarman, Minority Outreach Specialist	$4,813.62	x	6	x	29.00%	+		Longevity	$8,375.70
Caprina Sugarman, Minority Outreach Specialist	$4,909.90	x	6	x	29.00%	+		Longevity	$8,543.23
							ROUNDED TOTAL		**$53,000.00**

ATTACHMENT 2

GRANT BUDGET

BUDGET PAGE 6

Knox County - Immunization Services	**VFC OPS FY26 HL00000725**

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 June 30, 2026.

	EXPENSE OBJECT LINE-ITEM CATEGORY [1] **(detail schedule(s) attached as applicable)**	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
	Salaries[2]	$131,400.00	$0.00	$131,400.00
	Benefits & Taxes	$44,700.00	$0.00	$44,700.00
	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]	$1,140.00	$0.00	$1,140.00
	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	$177,240.00	$0.00	$177,240.00

$177,240.00 **FY26 VFC OPS award amount for allocation**

[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.

ATTACHMENT 2 (Continued)

GRANT BUDGET LINE-ITEM DETAIL

BUDGET PAGE 7

SALARIES									**AMOUNT**
Name, Title	Monthly Salary		# of Months		% of time				
Elaine Tabors, Program Manager	$5,833.88	x	6	x	10.00%	+		Longevity	$3,500.33
Elaine Tabors, Program Manager	$5,950.56	x	6	x	10.00%	+		Longevity	$3,570.34
Pamela Plumer, Public Health Nurse	$5,925.68	x	6	x	68.00%	+		Longevity	$24,176.77
Pamela Plumer, Public Health Nurse	$6,044.20	x	6	x	68.00%	+		Longevity	$24,660.34
Jeannie Grubbs, Immunization Program Coodinator	$4,345.36	x	6	x	68.00%	+		Longevity	$17,729.07
Jeannie Grubbs, Immunization Program Coodinator	$4,432.27	x	6	x	68.00%	+		Longevity	$18,083.66
Caprina Sugarman, Minority Outreach Specialist	$4,813.62	x	6	x	68.00%	+		Longevity	$19,639.57
Caprina Sugarman, Minority Outreach Specialist	$4,909.90	x	6	x	68.00%	+		Longevity	$20,032.39
Vacant, Minority Outreach Specialist	$4,813.62	x		x	68.00%	+		Longevity	$0.00
Vacant, Minority Outreach Specialist	$4,909.90	x		x	68.00%	+		Longevity	$0.00
							ROUNDED TOTAL		**$131,400.00**

TRAVEL / CONFERENCES & MEETINGS	**AMOUNT**
Local Travel and State IP conference	$1,140.00
ROUNDED TOTAL	**$1,140.00**

ATTACHMENT 2

GRANT BUDGET

Knox County - Immunization Services	**PPHF FY26 HL00017203**
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 June 30, 2026.	

	EXPENSE OBJECT LINE-ITEM CATEGORY [1] **(detail schedule(s) attached as applicable)**	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
	Salaries[2]	$2,500.00	$0.00	$2,500.00
	Benefits & Taxes	$900.00	$0.00	$900.00
	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]	$1,664.00	$0.00	$1,664.00
	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	$5,064.00	$0.00	$5,064.00

$5,064.00 **FY26 PPHF award amount for allocation**

[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.

ATTACHMENT 2 (Continued)

GRANT BUDGET LINE-ITEM DETAIL

BUDGET PAGE 9

SALARIES									**AMOUNT**
Name, Title	Monthly Salary		# of Months		% of time				
Pamela Plumer, Public Health Nurse	$5,925.68	x	6	x	3.00%	+		Longevity	$1,066.62
Pamela Plumer, Public Health Nurse	$6,044.20	x	6	x	3.00%	+		Longevity	$1,087.96
Jeannie Grubbs, Immunization Program Coodinator	$4,345.36	x	6	x	3.00%	+		Longevity	$782.16
Jeannie Grubbs, Immunization Program Coodinator	$4,432.27	x	6	x	3.00%	+		Longevity	$797.81
Caprina Sugarman, Minority Outreach Specialist	$4,813.62	x	6	x	3.00%	+		Longevity	$866.45
Caprina Sugarman, Minority Outreach Specialist	$4,909.90	x	6	x	3.00%	+		Longevity	$883.78
							ROUNDED TOTAL		**$2,500.00**

TRAVEL / CONFERENCES & MEETINGS	**AMOUNT**
Local Travel and State IP conference	$1,664.00
ROUNDED TOTAL	**$1,664.00**

GRANT BUDGET

Knox County Health Department - Immunization Services - State Funded Activities HL00016130

The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following Applicable Period: BEGIN: July 1, 2026 END: June 30, 2027

	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries[2]	$63,600.00	$0.00	$63,600.00
	Benefits & Taxes	$21,600.00	$0.00	$21,600.00
	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
	Supplies	$0.00	$0.00	$0.00
	Telephone	$1,600.00	$0.00	$1,600.00
	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	$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	$86,800.00	$0.00	$86,800.00

FY27 State Award Amount for Allocation

$86,800.00 HL00016130

[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.

ATTACHMENT 2 (continued)

GRANT BUDGET LINE-ITEM DETAIL

BUDGET PAGE 11

SALARIES (name and title)	mo salary		mos		% of time		Longevity	AMOUNT
Elaine Tabors, Program Manager	$ 5,833.88	x	6	x	90.0%	+	Longevity	$31,502.95
Elaine Tabors, Program Manager	$ 5,950.56	x	6	x	90.0%	+	Longevity	$32,133.00
							Longevity	$0.00
							Longevity	$0.00
							TOTAL ROUNDED	**$63,600.00**

ATTACHMENT 2

(BUDGET PAGE 12

GRANT BUDGET

Knox County Health Department - Immunization Services - Pan Flu HL00015617

The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following Applicable Period: BEGIN: July 1, 2026 END: June 30, 2027

	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$0.00	$0.00	$0.00
2	Benefits & Taxes	$0.00	$0.00	$0.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$0.00	$0.00	$0.00
6	Telephone	$0.00	$0.00	$0.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings[2]	$0.00	$0.00	$0.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$0.00	$0.00	$0.00

$0.00 **FY27 Pan Flu Award Amount for Allocation - HL00015617**

[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.

ATTACHMENT 2 (continued)

GRANT BUDGET LINE-ITEM DETAIL

BUDGET PAGE 13

SALARIES (name and title)	mo salary		mos		% of time		Longevity	AMOUNT
Miranda Barnes, LPN	$ -	x	12	x	31.0%	+ $ -	Longevity	$0.00
							TOTAL ROUNDED	**$0.00**

GRANT BUDGET

Knox County Health Department - Immunization Services - VFC OPS HL00000725

The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following Applicable Period: BEGIN: July 1, 2026 END: June 30, 2027

	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$0.00	$0.00	$0.00
2	Benefits & Taxes	$0.00	$0.00	$0.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$0.00	$0.00	$0.00
6	Telephone	$0.00	$0.00	$0.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings[2]	$0.00	$0.00	$0.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (% plus method)	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$0.00	$0.00	$0.00

$0.00 **FY27 VFC OPS Award Amount for Allocation - HL00000725**

[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.

ATTACHMENT 2 (continued)

GRANT BUDGET LINE-ITEM DETAIL

BUDGET PAGE 15

SALARIES (name and title)	mo salary		mos		% of time		Longevity		AMOUNT
Miranda Barnes, LPN	$ -	x	12	x	39.0%	+	$ -	Longevity	$0.00
								TOTAL ROUNDED	**$0.00**

GRANT BUDGET

Knox County Health Department - Immunization Services - PPHF HL00017203

The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following Applicable Period: BEGIN: July 1, 2026 END: June 30, 2027

	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$0.00	$0.00	$0.00
2	Benefits & Taxes	$0.00	$0.00	$0.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$0.00	$0.00	$0.00
6	Telephone	$0.00	$0.00	$0.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings[2]	$0.00	$0.00	$0.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (4.55% of Total Salaries plus Benefits)	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$0.00	$0.00	$0.00

FY27 PPHF Award Amount for Allocation - HL00017203

$0.00

[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.

ATTACHMENT 2 (continued)

GRANT BUDGET LINE-ITEM DETAIL

BUDGET PAGE 17

SALARIES (name and title)	mo salary		mos		% of time		Longevity		AMOUNT
CHELSEA BLANKENSHIP , PHN Manager	$ -	x	12	x	100.0%	+	$ -	Longevity	$0.00
								TOTAL ROUNDED	**$0.00**

TRAVEL / CONFERENCES & MEETINGS (specify)	AMOUNT
Local Routine Travel	$0.00
Annual Training - 3 employees - in Nashville	$0.00
TOTAL	**$0.00**

GRANT BUDGET

Knox County Health Department - Immunization Services - STATE HL00016130

The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following Applicable Period: BEGIN: July 1, 2027 END: June 30, 2028

	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$0.00	$0.00	$0.00
2	Benefits & Taxes	$0.00	$0.00	$0.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$0.00	$0.00	$0.00
6	Telephone	$0.00	$0.00	$0.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings[2]	$0.00	$0.00	$0.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (4.55% of Total Salaries plus Benefits)	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$0.00	$0.00	$0.00

FY28 State Award Amount for Allocation

$0.00 HL00016128

[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.

GRANT BUDGET

Knox County Health Department - Immunization Services - STATE HL00016130

The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following Applicable Period: BEGIN: July 1, 2028 END: June 30, 2029

	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$0.00	$0.00	$0.00
2	Benefits & Taxes	$0.00	$0.00	$0.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$0.00	$0.00	$0.00
6	Telephone	$0.00	$0.00	$0.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings[2]	$0.00	$0.00	$0.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (4.55% of Total Salaries plus Benefits)	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$0.00	$0.00	$0.00

FY29 State Award Amount for Allocation

$0.00 HL00016128

[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.

GRANT BUDGET

Knox County Health Department - Immunization Services - STATE HL00016130

The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following Applicable Period: BEGIN: July 1, 2029 END: June 30, 2030

	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$0.00	$0.00	$0.00
2	Benefits & Taxes	$0.00	$0.00	$0.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$0.00	$0.00	$0.00
6	Telephone	$0.00	$0.00	$0.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings[2]	$0.00	$0.00	$0.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (4.55% of Total Salaries plus Benefits)	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$0.00	$0.00	$0.00

FY30 State Award Amount for Allocation

$0.00 HL00016128

[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.

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	$ 0.00	$ 0.00	$ 0.00

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: $ 0.00

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	$ 0.00													$ 0.00	$ 0.00
Benefits	$ 0.00													$ 0.00	$ 0.00
Fee/Grant/Award	$ 0.00													$ 0.00	$ 0.00
Supplies	$ 0.00													$ 0.00	$ 0.00
Telephone	$ 0.00													$ 0.00	$ 0.00
Postage and Shipping	$ 0.00													$ 0.00	$ 0.00
Occupancy	$ 0.00													$ 0.00	$ 0.00
Equipment Rental and Maintenance	$ 0.00													$ 0.00	$ 0.00
Printing and Publications	$ 0.00													$ 0.00	$ 0.00
Travel/Conferences and Meetings	$ 0.00													$ 0.00	$ 0.00
Interest	$ 0.00													$ 0.00	$ 0.00
Insurance	$ 0.00													$ 0.00	$ 0.00
Specific Assistance to Individuals	$ 0.00													$ 0.00	$ 0.00
Depreciation	$ 0.00													$ 0.00	$ 0.00
Other Non-Personnel	$ 0.00													$ 0.00	$ 0.00
Capital Purchase	$ 0.00													$ 0.00	$ 0.00
Indirect Costs	$ 0.00													$ 0.00	$ 0.00
Totals	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

ATTACHMENT 4

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
6th Floor Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243

Telephone: 615-741-2974

QUESTIONS:

Angela Sumner: angela.sumner@tn.gov
Rushdi Eskarous: rushdi.eskarous@tn.gov

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 5

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.VPDIP@tn.gov
- FA.Audit@tn.gov
- Marie.Hartel@tn.gov

KNOX COUNTY
TENNESSEE

INFORMATION SECURITY MANAGEMENT POLICY

ZACK WEBB (Feb 23, 2021 11:37 EST)

ZACK WEBB

CHIEF TECHNOLOGY OFFICER

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Introduction

Information Technology (IT) solutions are driven by the demands of our daily business activities at Knox County. The ability to procure efficient communication, IT resources, and technologies that support Knox County's business processes is a foundational component of a successful IT program.

Organizations often take risks in order to meet those time-sensitive business requirements, sometimes bypassing existing processes to meet the demands of customers whom they serve. As we continue to expand our use of cloud technologies, it is imperative that Knox County Information Technology (KCIT) continues to demonstrate that our data is hosted, processed, and stored securely. Information security is not an absolute and cannot absolutely guarantee the security of the information that it handles. This policy is an effort to strive to maintain a reasonable, continuous process for implementing, reviewing, and improving data security.

The main purpose of this living document, the Knox County Information Technology Security Policy, herein thereafter referred to as the "Policy", is to define information security policies for individuals that access any assets controlled, leased, owned, or otherwise utilized by Knox County, herein thereafter referred to as, the "County". Our purview specifically excludes Knox County Libraries, Schools, & Sheriff networks and workstations, with the exception of those Knox County Library, School, and Sheriff users that are issued credentials by KCIT in order to access certain applications and resources. The goal of the Policy is to maintain confidentiality, continuity, integrity, and availability of information, information technology, and critical operation processes in such a manner that the County's legal, regulatory, and ethical responsibilities to its citizens are upheld to the highest of standards. The Policy defines the acceptable use and management of internal and remote systems, services, information, technical controls, and procedures that govern the design, acquisition, implementation, administration, and use of the County's system that assist in mitigating risks due to evolving cyber threats and vulnerabilities.

The Policy defines the minimum-security requirements for the protection of KCIT assets, including the managerial, operational, and technical protection requirements and controls to protect the integrity, continuity, confidentiality, and availability of the County's IT assets as well as compliance with all applicable federal, state, and local laws, policies, and regulations (e.g. HIPAA, HITECH, PCI-DSS, PII, PHI, and other specific privacy regulations currently in effect, as amended, or established later). The Policy will abide by the guidelines established by the National Institute of Standards and Technology (NIST) and any other existing and future implementations of technology, as business needs, and funding allow.

Purpose

The purpose of this policy document is intended to protect any and all information and information systems within the County under KCIT's purview. Information systems consist of all IT systems and critical infrastructure to include computers, communication equipment fixed or mobile, software, systems, applications, databases, internet access, the data and information contained or passing through them, and activities and individual behavior involving the use or management of the systems and information. The intent is to cover all actions and procedures implemented to govern the design,

construction, operation, and preservation of the creation, collection, recording, processing, storing, retrieval, presentation, and transmission of information.

Scope

The Policy applies to:

- All County agencies, departments, employees, volunteers, service providers, vendors, contractors, and commercial entities (referred to as 'users' throughout this and other KCIT policies and procedures), that develop, implement, administer or use Knox County information and communication systems, data and information.
- All audio and video streaming and content, use of any web-based applications, including the use of social media, the County's web addresses (URLs) and image, wireless and remote access into the County's technology environment from anywhere, cloud services, and any other external resources hosted by a third-party, such as a vendor, on behalf of the County are incorporated into the scope of the Policy.
- All existing and future implementations of information systems, communications, other technology, and the Internet at Knox County or in use interoperability capabilities with partner organizations.

Exceptions

Exceptions to the Policy may be requested. Any exceptions to any of the security policies outlined in this, or any other security policy or procedure released on behalf of KCIT, will be reviewed, evaluated, and processed by a member of the Chief Technology Officer's (CTO) staff.

An Information Security Policy Exception/Waiver Request Form shall be prepared by the Department, signed by the elected official or Director of the Department, and submitted for review by the CTO, IT Compliance Officer (ITCO), Cyber Security Manager (CSM) and/or other members of the IT staff, as deemed appropriate. Certain exception requests may require escalation to Knox County's Law Department whose responsibilities include e-Government and HIPAA functions for determination. Periodic reviews for all granted exceptions will be conducted by the ITCO and reviewed by the CTO or Law Department to verify that the original business need is still valid, and the risk level is still acceptable.

Review

Review of this document takes place within KCIT and will occur on an annual basis, at a minimum. Document review can also be requested by submitting a request to the CTO by completing the KCIT Security Policy Document Review Request Form.

Compliance

Objective: **To avoid breaches of legal, statutory, regulatory, or contractual obligations related to information security or any security requirements.**

The Policy shall serve as an adequacy standard for information security safeguards and shall form the basis on which information security audits and reviews will be conducted. All activity from the County's IT environments and on County resources are subject to monitoring by authorized staff or designated entities.

Identification of Applicable Legislation and Contractual Requirements

All relevant legislative, statutory, regulatory, contractual, requirements, and the County's approach to meet these requirements should be explicitly identified, documented, and kept current for each information system, each department, and each entity that stores, processes, or transmits data on behalf of the County. This includes, but is not limited to, Criminal Justice Information Services (CJIS), Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Modernization Act (FISMA), Payment Card Industry Data Security Standard (PCI DSS), Health Information Technology for the Economy and Clinical Health Act (HITECH), Tennessee Annotated Code, as amended, and the Tennessee Personal and Commercial Computer Act of 2003, as amended.

Privacy and Protection of Personally Identifiable Information

The privacy and protection of personally identifiable information (PII) should be protected as required by relevant federal or state statute or regulation. The overall privacy of information are concerns both for individuals whose personal information is at stake and for departments and agencies that may be liable or have their reputations damaged should PII be inappropriately accessed, used, or disclosed.

Information Security Policies

***Objective*: To provide management direction and support for information security in accordance with Knox County requirements and relevant county, state, and federal statutes, and regulations for the County's computing environments.**

Information Security Requirements and Guidelines

KCIT will initiate, control, and communicate an enterprise information security architecture that includes, but is not limited to, a policy framework, an organizational and communication framework, and a security technology framework.

Security Assessment and Authorization

The CTO shall develop formal and documented security assessment and authorization procedures and strategies that address purpose, scope, roles and responsibilities, management commitment, coordination among agencies and departments, and operations and technical controls to ensure compliance consistent with County policy, and applicable local, state, and federal laws, directives, operational policies, regulations, standards, and guidance.

The CSM and ITCO shall annually review security assessment policies, procedures, and strategies and determine the effectiveness of existing security controls and team roles and responsibilities. The ITCO

shall also produce analytical reports that detail the results of security assessments and implement plans of action to improve information security controls, as funding and budget allow. KCIT may employ an independent assessment team to test and review security controls to ensure compliance consistent with local, state, and federal laws, directives, policies, regulations, standards, and guidance.

County leadership shall determine personnel authorized to determine the acceptable levels of risk to County operations and information assets to guide the implementation of appropriate security controls. County leadership shall designate approval authorities responsible and accountable for exercising due care in assessing the security risks associated with Knox County information and systems and due diligence that the information security program and measures are implemented accordingly.

Department leadership must formally authorize connections from County information systems to external information systems through interconnection security agreements such as Memoranda of Understandings, Service Level Agreements, Firewall Rules Requests, Exceptions to Policy/Waivers, etc. Requests shall include details specific to each connection including the system or data source being connected to, the interface characteristics, security requirements, and type of information transmitted. Interconnections shall be monitored to verify enforcement of security use, policy, controls, and requirements.

The ITCO and/or the CSM shall implement a continuous security program that allows County agencies to maintain security baselines adaptive to evolving threats, vulnerabilities, and technologies yet remain in alignment with County missions, goals, and values.

Operations Security

***Objective*: To protect critical County information resource assets, including hardware, software, and data from unauthorized use, misuse, or destruction and to maintain correct and proper operations.**

Documented Operating Procedures

KCIT and vendors or outsourced employees acting on behalf of the County should identify, document, and maintain standard security operating procedures and configurations for their respective operating environments and make sure the documentation is available to all users who need it.

Awareness and Training

An information security awareness and training program shall be incorporated as part of the County's training and education programs for all users in order to educate the user community in the issues related to vulnerabilities and cyber-security breach risks associated with information technology, the importance, and methods of protecting County information, and information systems. Security awareness shall be continually emphasized, reinforced, updated, and validated.

KCIT shall develop and maintain a communications process for notifying users of new information system security-related issues and concerns specific to the County and of general interest.

Users shall receive security awareness training and sign an acknowledgment indicating they have read and agree to adhere to KCIT information security policies. Records or certifications indicating the completion of security awareness training shall be retained for County users.

Configuration and Change Management

IT systems shall be designed, configured, hardened, and maintained according to County System Hardening Standards to adequately safeguard County information to the extent possible or feasible. Baseline configurations and configuration deviations of the County's information systems, network devices, and communications infrastructure shall be documented, reviewed, and updated. General requirements include, but are not limited to, installing operating systems from KCIT approved sources and media, applying vendor patches, removing, or disabling unnecessary software and services, enabling audit logging and other security protections, and changing the passwords and usernames of default accounts. System owners are prohibited from making unauthorized changes to approved configurations without consultation and approval of the Infrastructure Director and CTO.

System Administrators shall analyze hardware and software for flaws, weaknesses, incompatibility, and other security or functionality impacts and vulnerabilities in a test environment prior to implementation into the production environment, when possible. Security functions shall be reviewed and verified after changes to systems have been implemented to verify the functions and features are implemented correctly, operating as intended, and producing the desired result.

Changes to information processing facilities and systems should be controlled and monitored for security compliance. Formal management responsibilities and procedures should exist to assist in the satisfactory control or all changes to equipment, software, applications, configurations, and/or procedures that affect KCIT operation environment. All written documentation generated by the change control policies and procedures should be retained as evidence of compliance.

Change control procedures should include authorization, risk assessment, logging, auditability, and rollback procedures.

Capacity Management

The use of KCIT resources should be monitored and tuned so that projections of future capacity requirements can be made.

Separation of Development, Testing, and Operational Environments

Development and testing environments should be segregated from production environments in order to reduce the risks of unauthorized access or changes to the production environment. Data classified as restricted must be protected from unauthorized disclosure, use, modification, or destruction and should not be used in development or test environments.

Protection from Malware

Objective: **Prevent the automated propagation of malicious code and contamination of environments attached to the KCIT network.**

Malicious Software Control

All computing platforms that are attached to the County's enterprise technology infrastructure or operated on behalf of the County should be protected from intentional or unintentional exposure to malicious software. Malicious software includes, but is not limited to, software viruses, worms, Trojan horses, logic bombs, and rootkits. Compromised systems should be removed from the operational environment. All computing platforms that are attached to the County's enterprise technology infrastructure will participate in the County's antivirus program if antivirus signatures are available for the computing platforms. KCIT reserves the right to seize any compromised system for forensic analysis.

Backup

Objective: **To prevent loss of data and to attain data availability.**

Data Backup

Backup copies of data, software, and system images should be taken and tested regularly in accordance with the established procedures. A copy of the backup data should be stored off-site according to applicable regulatory requirements and County guidelines. Results of restore tests should be furnished to data owners with recommendations for any remedial steps found. Data owners should approve any remedial plans and timelines for implementing those remediation steps within a reasonable period, not to exceed three months. Following remediation, the restore testing should be repeated and results documented to substantiate that those steps mitigated all identified issues.

Logging and Monitoring

Objective: **To record events and generate evidence.**

Event Logging

All systems should be configured to support security event logging, user activity recording, exceptions, faults, and information security events. System administrators should monitor and report inappropriate access to the Infrastructure Director and the CTO. Critical systems should be configured to support automated logging to a facility that protects the integrity of the logs. Logging levels and monitor elements will be configured in accordance with federal and state statute and regulatory requirements.

Availability and Performance Monitoring

Critical systems should be configured to support County approved automated monitoring of system availability and performance.

Protection of Log Information

Logging facilities and log information should be protected against tampering and unauthorized access.

Administrator and Logs

System Administrator activities should be logged, protected, and regularly reviewed.

Clock Synchronization

Approved KCIT managed enterprise network time servers should be the only County devices permitted to synchronize with external time services. All County provided or managed systems will synchronize time with approved KCIT managed enterprise network time servers. All non-County provided or managed systems storing, processing, or transmitting County data should be synchronized to County approved time synchronization services.

Control of Operational Software

Objective: **To protect the integrity of operational systems.**

Installation of Software on Operational Systems

Only software that has been licensed and approved as County standard software/product or that has been approved as an exception through the County's architecture standards approval process should be installed on devices covered by the software's license agreement.

Patch Management

All applications and processing devices that are attached to the County's enterprise technology infrastructure will have critical security related application, operating system, and/or security-related patches for supported operating systems made available by the software or hardware vendor applied when applied within 90 calendar days or sooner, if any acceptable date can be agreed upon by all affected parties. Emergency patches and updates will be applied as soon as possible following successful validation and testing.

Patch Schedule

KCIT will generally follow the below schedule for patches, unless deemed otherwise.

- 7 days for critical patches addressing known exploits
- 14 days for high patches addressing known exploits
- 30 days for critical patches
- 60 days for high patches

Software Maintenance

Servers and workstation computer devices should have defined maintenance windows within every 90 days.

Applications should have established review and maintenance cycles for software updates.

Access Control

Objective: **To limit access to information and information processing facilities.**

Access Control Policy

All access rules and requirements to access KCIT resources should be developed, documented, maintained, and audited by KCIT. Access to the County's IT resources will be granted consistent with the concept of least privilege. All information processing systems owned by or operated on behalf of the County should have an appropriate role-based access control system that confirms only legitimate users and/or systems have access to IT resources that are explicitly authorized to use.

Access to Networks and Network Services

All access and connectivity to the County's enterprise network or networks operated on behalf of the County should be granted consistent with the concept of least privilege. Users will only be provided with access to the network and network resources that they have been specifically authorized to use.

Remote Access

All users who are accessing the County's internal network should access those resources through a County approved Virtual Private Network (VPN) solution. All users who access County data on networks operated on behalf of the County should use secure connection methods and are required to sign the Acceptance Use Policy and End User Agreement.

Information Security Roles and Responsibilities

All information security responsibilities should be defined and assigned by the access granting authority within KCIT, most commonly the system administrators.

Segregation of Duties

Where appropriate, conflicting duties and areas of responsibility should be segregated and assigned to different individuals to reduce opportunities for unauthorized or unintentional modification or misuse of the County's assets.

User Access Management

Objective: **To authenticate authorized user access and to prevent unauthorized access to systems and services.**

User Registration and De-Registration

A formal user registration and de-registration process will be implemented to enable proper assignment of access rights and to adjust those rights as the user's role changes. Prior to any access, the user must complete, sign, and return the KCIT Acceptable Use Policy and End User Agreement.

User Access Provisioning

User access to IT resources should be authorized and provisioned according to the Department's employee provisioning process.

User Account Naming

All County user accounts will follow a County approved standardized naming convention.

Management of Privileged Access Rights

Users should have the least privileges required to perform their roles as identified and approved by their management. The allocation and use of privileged access rights should be restricted and controlled.

Management of Secret Authorization of Information Users

The allocation of secret authentication information should be controlled through a formal management process.

Review of User Access Rights

A user's access rights should be reviewed, validated, and updated for appropriate access provided by a user's supervisor on a regular basis or whenever the user's access requirements change (e.g. hire, promotion, demotion, and transfer within and between departments). KCIT is not responsible for determining appropriate user access rights. However, KCIT will provide departments with audit reports, upon request.

Removal or Adjustment of Access Rights

All access rights for employees, elected officials, and external entities to information and information processing facilities should be revoked upon termination of their employment, contract, agreement, or change of department by the close of business on the user's last day working or within 24 hours of notification of the user's death, determination of job abandonment, or retroactive notification of resignation or retirement.

In the event the user will be returning or transferring to another role in which they will need access to the County's resources, the user's profile will be suspended in lieu of termination and the user's access rights will need to be reviewed prior to reinstatement.

Procedures for emergency removal of access rights should be in place.

User Responsibilities

Objective: **To make users accountable for safeguarding their authentication information.**

Use of Secret Authentication Information

Users should follow County guidelines and requirements in the use of secret authentication information.

System and Application Access Control

Objective: **To prevent unauthorized access to systems and applications.**

Information Access Restriction

Access to information and application system functions should be restricted in accordance with the defined access control guidelines. KCIT reserves the right to deny access to any networked information, systems, applications, or internal resources for any devices not owned by the County.

Secure Log-on Procedures

Where required by access control guidelines, access to systems and applications should be controlled by a secure log-on procedure. At a minimum, user access to protected KCIT resources requires that the utilization of User Identification (User ID) and password that uniquely identifies the user. Sharing access credentials intended to authenticate and authorize a single user between any two or more individuals is prohibited.

System Administrator Access

All System Administrators or users with elevated privileges using administrative tools or protocols to access servers located in County managed data processing facilities or facilities operated on behalf of the County must use a multifactor VPN solution to obtain access.

Log-on Banner

All workstations owned and operated by or on behalf of the County must display the County approved logon banner before the user is able to log in.

Service Account Use

Service Accounts should be unique to each application and/or system and should only be used to authenticate systems and/or applications to specific services.

System/Application Account Use

System/application accounts are created upon installation of an application and may have a predetermined User ID. Privileged user access to system accounts must be approved and documented. A system/application account differs from a service account in that individuals may know the password

to the system/application account. This account must be elevated from a lesser account. An example of this type of account is the default administrative account required by the application.

System Administrator Account Use

System Administrator accounts have elevated privileges and should only be used when elevated privileges are required. Administrative accounts are used to administer operating systems and applications.

Password Requirements

All users accessing Knox County internal resources are required to adhere to the requirements and guidelines set forth in the Knox County Password Requirements & Guidelines document. When accessing applications, users must adhere to the password requirements of the application that will be accessed.

Password Management System

Password Management Systems should be interactive and should ensure quality passwords. Passwords and passcodes must be provided to KCIT upon request.

Use of Privileged Utility Programs

The use of utility programs that might be capable of overriding system and application controls should be restricted and tightly controlled.

Access Control to Program Source Code

Access to program source code should be restricted to authorized users.

Default Configurations

All applications and processing devices that are attached the County's enterprise technology infrastructure should be deployed with modified configurations for, but not limited to, default accounts, and/or installation paths to minimize the use of default settings to gain unauthorized use, modification, or destruction.

Asset Management

Objective: **To identify organizational assets and define appropriate protection responsibilities.**

Inventory of Assets

An inventory of information system assets, components, software, and services in KCIT's custody and control shall be maintained and periodically reassessed. Due to the varying values of equipment under KCIT's purview, an agreed-upon threshold between the CTO and Knox County Finance Department will determine the minimum value of an asset that is required to be included in KCIT inventory.

Ownership of Assets

All information resource assets listed in the asset inventory should have an assigned owner or entity who will ensure the assets are protected in a manner consistent with their value, sensitivity, and criticality to the business and operation of the County's government and those it serves or as specified by any superseding county, state, or federal statute or regulation.

Acceptable Use of Assets

Rules for the acceptable use of information and assets associated with information and information processing facilities should be identified, documented, implemented, and communicated to the users who have access to those assets.

Users are expected to treat their assets with care and respect. Placing stickers, writing, or drawing on, engraving, or otherwise defacing any device(s) and/or case(s) is prohibited, unless authorized by KCIT, and may result in loss of the privilege of utilizing a County-owned asset.

Return of Assets

All users of KCIT assets must return all County assets in their possession upon termination of their need to no longer access KCIT information or information systems. All assets must be returned unlocked. In the event an asset is returned, and it is locked, Knox County reserves the right to withhold the user's last paycheck until the user unlocks all assets that were in the user's custody.

Asset Identification

All KCIT workstations will be named in accordance with an approved standardized naming convention. Those identification numbers shall be affixed in obvious locations when possible.

Data Classification

Objective: **To confirm the data used and managed by the County receives an appropriate level of protection commensurate with the value, importance, and criticality of the data to the County.**

Classification of Data

Data assets owned and/or managed by the County should be classified according to the definition of "Personal Information" or "Confidential Records" as specified by applicable state and/or federal statute or regulations to indicate the need, priorities, and degree of protection it will receive. At a minimum, data will be classified as Public, Internal, or Restricted.

Labeling of Data

An appropriate set of procedures for labeling data assets owned and/or managed by the County should be developed and implemented in accordance with the County's data classification scheme.

Handling and Use of Data

Procedures for handling data assets should be developed and implemented in accordance with the data classification scheme adopted by the County.

Public Data Classification and Control

Data classified as public should be protected from unauthorized modification or destruction.

Restricted Data Classification

Data classified as restricted must be protected from unauthorized disclosure, use, modification, or destruction and cannot be used in development or test environments, or publicly disclosed. Controls should be applied to data in a manner consistent with its value, sensitivity, and criticality to the business and operation of the County. Data classified as restricted must be encrypted at rest and during transmission in accordance with applicable state or federal statute or regulatory requirements.

Restricted Data on Personally Owned Devices

Restricted data, specifically PHI and PII, should not be stored on, or accessed using personally owned devices, including mobile devices (cell phone, tablet, etc.), unless an Information Security Policy Exception/Waiver Request Form has been completed, submitted, and approved.

Restricted Electronic Messages Classification and Control

Email sent from the County's domain out through the public Internet must be encrypted if it contains restricted information in the body or attachment. Restricted information should not be placed into the subject line of the message.

Payment Card Information Classification and Control

Payment card information must be considered restricted when an individual's first name or first initial and last name are present in combination with account number, credit or debit card numbers, required security code, access code, or password that would permit access to an individual's financial account.

The Payment Card Industry – Data Security Standards (PCI DSS) comprise a minimum set of requirements for protecting cardholder data and may be enhanced by additional controls and practices to further mitigate risks, as well as local, regional, and sector statutes and regulations. Additionally, legislation or regulatory requirements may require specific protection of PII and/or other data elements (for example, cardholder name).

All payment card information stored and processed by the County or transmitted over County networks must be in compliance with the PCI-DSS. Storage of the full Primary Account Number (PAN) on County systems is prohibited.

All purchased (off the shelf) applications used to process payment card information must be compliant with the Payment Application Data Security Standard (PA-DSS).

Media Handling

Objective: **To prevent unauthorized disclosure, modification, removal, or destruction of data stored on media.**

Management of Removable Media

Procedures should be implemented for the management of removable media in accordance with the classification scheme adopted by KCIT.

Repair of Removable Media

Removable media should be sanitized prior to removing it from the County facilities for maintenance and repair.

Disposal of Removable Media

Removable media should be disposed of securely when no longer required, using KCIT approved procedures.

Physical Transfer of Removable Media

Removable media containing restricted data must be protected against unauthorized access, misuse, or corruption during transport.

Workstation Computing

Objective: **To prevent unauthorized disclosure, modification, removal, or destruction of data stored on user assigned processing devices.**

County Provided Workstation Computing Platforms

Workstation computing platforms, including laptops, should be physically protected against theft when left unattended. Workstation computing platforms should not store restricted data assets where it is not absolutely necessary to perform the specific job-related duties. Storage of restricted data assets on a workstation computing platform should have approval from the asset custodian for such storage. Restricted data assets that have been authorized to be stored on the local workstation should be encrypted while stored on the workstation computing platform.

Workstation Platform Reassignment

All workstation computing platforms, including all external storage devices, should be sanitized prior to being re-issued or re-purposed to another user.

Workstation Platform Disposal

Hard drives in workstation computing platforms, including all mobile storage devices and phones, should be sanitized using approved sanitization procedures, or destroyed prior to transfer or surplus of a processing device to an external entity.

Cloud & Hosting Services

Anyone acting on behalf of the County who wishes to use cloud or hosting services for County business must seek KCIT guidance and approval for cloud solutions prior to enabling cloud services. This is imperative due to the higher risk of security concerns and threats associated with cloud computing.

KCIT will perform conformity assessment activities that may include, but are not limited to, the review and approval of service level agreements, terms and conditions, privacy policies, monitoring services, accessibility, standards mapping, standardization gaps, and retention policies.

Physical and Environmental Security

Objective: **To prevent unauthorized physical access, damage, and interference to the County's information and information processing facilities.**

Physical Security Perimeter

All enterprise data processing facilities that process or store data classified or restricted should have multiple layers of physical security. Each layer should be independent and separate of the preceding and/or following layer(s).

All other processing facilities should have, at a minimum, a single security perimeter protecting it from unauthorized access, damage and/or interference.

Physical Entry Controls

Secure areas should be protected by appropriate entry controls to restrict access only to authorized personnel.

Securing Offices, Rooms, and Facilities

Physical security for offices, rooms, and facilities should be designed and applied commensurate with the classification and value of the data being handled or processed.

Protecting against External and Environmental Threats

Physical protection against natural disasters, malicious attacks, or accidents should be considered and incorporated in facility design, construction, and placement.

Working in Secure Areas

Procedures for working in secure areas should be created and implemented.

Delivery and Loading Areas

Access points such as delivery and loading areas and other points where unauthorized persons could enter the premises should be controlled, and if possible, isolated from information processing facilities.

Equipment

Objective: **To prevent loss, damage, theft, compromise of assets, or interruption to County operations.**

Equipment Siting and Protection

Equipment should be located in secured areas or protected to reduce the risks from environmental threats or hazards, and to reduce the opportunities for unauthorized access. Equipment located in areas where Knox County is unable to maintain a secure perimeter should be locked in a secured manner with access controlled by Knox County. Secured cabinets or facilities should support further segregation within KCIT organization based on role and responsibility.

Supporting Utilities

Infrastructure and related computing equipment should be protected from power failures and other disruptions by failures in supporting utilities.

Cabling Security

Power and telecommunications cable carrying data or supporting information services should be protected from interception, interference, or damage.

Equipment Maintenance

Equipment should be correctly maintained to ensure its continued availability and integrity.

Removal of Assets

All equipment, software, or information that is a part of KCIT operational systems or processes should not be taken off-site without the prior authorization from executive management or a designated representative and should be removed according to documented KCIT equipment transfer procedures.

Security of Equipment and Assets Off-Premises

Security should be applied to off-site assets, taking into account the different risks of working outside the County's premises.

Secure Disposal or Reuse of Data Processing Equipment

All data processing equipment including storage devices subject to transfer or reuse should be sanitized with KCIT's media reuse procedure or superseding state or federal requirements. Data processing equipment assets that are not subject to transfer or reuse should be destroyed in accordance with KCIT's media disposal procedures or in accordance with superseding state or federal requirements.

Unattended User Equipment

Users should ensure that unattended data processing equipment has appropriate protection.

Session Time Outs

All systems and devices owned and operated by or on behalf of Knox County should be configured to clear and lock the screen or log the user off the system after a defined period of inactivity. Sessions will be configured to time out after a minimum of 15 minutes of activity.

Clear Desk and Clear Screen Policy

All data classified as restricted must be stored in a locked cabinet or room when unattended. All data processing equipment that provides access to Information Processing Systems will be configured so that a screensaver, with password protection engaged, or other lock-down mechanisms that prevent unauthorized viewing of screen information or unauthorized access to the system will automatically be implemented if the system has been left unattended. Maximum inactivity interval for engaging screensaver or other lockdown mechanisms is 15 minutes.

All restricted computing platforms residing in non-secured facilities with attached displays should be oriented away from direct line of sight from unauthorized viewers.

Network Connectivity Security

Objective: **To protect the County's assets that are accessible by suppliers and vendors.**

Network Controls

Networks should be managed and controlled to protect information in systems and applications.

Security of Network Services

Security mechanisms, service levels, and management requirements of all network services should be identified and included in network services agreements, whether these services are provided in-house or outsourced.

Segregation in Networks

All enterprise network architectures operated by, or on behalf of, Knox County should be designed to support, at a minimum, separate public, "demilitarized" and private security zones based on role, risk, and sensitivity. Bridging between separate security zones is strictly prohibited. All access between

separate security zones should be controlled by a security mechanism configured to deny all access by default unless explicitly authorized and approved by KCIT.

Information Transfer

Objective: **To maintain the security of information transferred within network infrastructures managed by and on behalf of Knox County and with any external entity.**

Information Transfer Policies and Procedures

Formal transfer procedures, guidelines, and controls should be in place to protect the transfer of information through the use of all types of communication facilities.

Agreements on Data Transfer Policies

Agreements should address the secure transfer of business information between the County and external parties.

Electronic Messaging

Data involved in electronic messaging should be appropriately protected.

Internal Electronic Messages Control

Email and instant messages internal to the County's domain containing restricted data should be encrypted during transmission. Restricted information should not be placed into the subject line of email or as any part of instant message.

External Electronic Messages Control

Email sent through the public Internet must be encrypted if it contains restricted information in the body or attachment of the email. Restricted information should not be placed into the subject line of the message.

Electronic Messaging Management

All electronic messages created, sent, or received in conjunction with the transaction of official business should use the County's approved gateway(s) to communicate via the Internet.

Confidentiality or Non-Disclosure Agreements

When exchanging or sharing information classified as restricted with external parties that are not already bound by a contract confidentiality clause or a non-disclosure agreement, one should be established between the owner of the data and the external party.

Note: Departments should work with Knox County legal counsel to ensure proper language is used.

Mobile Device Security Policy

Objective: **To extend the County's security posture to the mobile workforce.**

Mobile Device Policy

All Knox County owned mobile devices that connect to KCIT managed data or infrastructure should be managed by the County's enterprise mobile device management solution or the County's enterprise configuration manager, as funding allows, and should comply with appropriate mobile device usage policies as required by state or federal statute or regulation.

Alternate Work Space

Alternate Work Space (AWS) users should comply with the appropriate AWS policies as required by state or federal statute, regulation, or state, county, or department policy, procedures and/or guidelines.

External Party Security

Objective: **To protect the County's assets that are accessed, processed, communicated to, or managed by external parties, suppliers, or vendors. This includes any external party who has access to physical data processing facilities, logical access to County data processing systems via local or remote access, or access via another external party into the County's data processing facilities.**

Information Security Policy for External Party Relationships

Information and physical security requirements for mitigating the risks associated with supplier or vendor access to the County's assets should be agreed upon in writing with the external party. All external parties must agree in writing to comply with all applicable information security policies, third party connectivity agreements, executive orders, standards, controls, and regulations.

Identification of Risk

Risk involving external parties should be identified and proper controls implemented prior to the granting of access to any County information, information technology asset or information processing facilities.

Addressing Security within External Party Agreements

All relevant information security requirements should be established and agreed upon with each supplier or vendor that may access, process, store communicate any County data as well as access, process, store, communicate, or provide IT infrastructure components for the County's processing systems or infrastructure.

Reporting of Security Incidents

External Party Agreements will require external parties to report perceived security incidents that may impact the confidentiality, integrity, or availability of County data immediately.

Subcontractor Requirements

Primary external parties should require their subcontractors to abide by the County's policies and security requirements, if applicable.

Addressing Security for Access to Citizen Data

Risk involving external party access to citizen data should be identified and proper controls implemented prior to the granting of access to any County citizen data. Appropriate controls should be agreed upon, documented in external party agreements, and implemented prior to the granting of access to any citizen data.

System Acquisition, Development, and Maintenance

Objective: **To verify that information security is an integral part of information systems through its life cycle. This includes application infrastructure, vendor applications, inhouse development, and user-developed applications and information systems which provide services over public networks or the County's internal network.**

Security Requirements of Information Systems

Security requirements should be identified and documented as part of the overall business case for new information systems and for enhancement to existing information systems and should be included early and continuously throughout the lifecycle of the application, including, but not limited to the conception, design, development, testing, implementation, maintenance, and disposal phases.

Securing Application Services on Public Networks

Information involved in application services passing over public networks should be protected from fraudulent activity and unauthorized disclosure or modification.

Protecting Application Services Transactions

Information involved in application service transactions should be protected to prevent incomplete transmission, misrouting, unauthorized message alteration, unauthorized disclosure, unauthorized message duplication or reply.

Information Security in Project Management

Information security should be addressed at project initiation and throughout the lifecycle of the project.

Security in Development and Support Processes

Objective: **To confirm that information security is designed and implemented within the development lifecycle of information systems.**

Security Requirements of Information Systems

Requirements, rules, and guidelines for the development of software and systems should be established and applied to all systems development.

Security in Application Systems Development

Input validation, authentication, and authorization should be included in the design, development, and implementation of applications.

Input and Data Validation

Applications should not pass raw input to other processes including, but not limited to, other applications, web services, application servers, and databases. Non-legacy applications should use parameterized queries or stored procedures, and not dynamic SQL statements, when processing user input.

Output Data Validation

Applications should not echo input back to the user or disclose information about the underlying system through error messages.

Application Authorization

Applications that provide access to restricted information in databases or from network shares should perform user authentication.

Inter-process Message Authentication

Inter-process message authentication should be used to verify that a message originated from a trusted source and that the message has not been altered transmission.

Control of Internal Processing

Security controls should be included to prevent corruption due to processing errors or deliberate acts.

Change Control Procedures

Changes to systems or applications within the development lifecycle should be controlled by the use of formal change control procedures.

Technical Review of Applications after Operating Platform Changes

When operating platforms or applications are changed, business critical applications should be reviewed and tested to verify there is no adverse impact on organizational operations or security.

Restrictions or Changes to Software Packages

Modifications to software packages should be limited to necessary changes, and all changes should be strictly controlled.

Secure System Engineering Principles

Principles for engineering secure systems should be established, documented, maintained, and applied to any information system implementation efforts.

Secure Development Environment

Organizations should establish and appropriately protect secure development environments for system development and integration efforts that cover the entire system development lifecycle.

Outsourced Development

Outsourced system development should be monitored and supervised to ensure the County's policies and practices are followed and to confirm appropriate security controls are in place. This is applicable for KCIT and any other departments within the County that develop applications.

System Security Testing

Testing of security functionality should be carried out during development. Applications should be tested periodically throughout their respective lifecycles, at each major version release, and prior to assigning public IP addresses or being moved or promoted into the production environment.

System Acceptance Testing

Acceptance testing program and related criteria should be established for new information systems, upgrades, and new versions.

Protection of Test Data

Test data should be selected carefully, protected, and controlled.

Business Continuity Management

Objective: **To maintain the availability of critical systems and infrastructure with the continued ability to provide services in the event of a crisis or disaster.**

Planning Information Systems Continuity

KCIT should determine its requirements for the continuity of information management systems in adverse situations, e.g. during a crisis or disaster. County departments are encouraged to communicate the criticality of operation information systems to KCIT and engage in disaster recovery exercises.

Business Impact Analysis

KCIT should perform a Business Impact Analysis (BIA) to identify systems and infrastructure that are critical to County operations and services to citizens, other departments, and agencies, as well as regulatory bodies.

Critical Applications

Systems including Infrastructure components, applications, and security systems identified as critical in the BIA will be recovered in accordance with the BIA and documented system recovery strategy.

Non-Critical Applications

Infrastructure components and applications identified as non-critical in the BIA will be recovered on a best-effort basis. The components and applications listed as non-critical should have an explanation in the BIA justifying their low importance and demonstrating how the loss of their associated functionality will be acceptable during an event or how a manual workaround can be implemented.

Implementing Information Systems Continuity

KCIT should establish, document, implement, and maintain processes, procedures, and controls in disaster recovery plans to make sure the required level of business continuity for all systems during an adverse situation are considered and addressed.

Verify, Review, and Evaluation Information Systems Continuity

KCIT, vendors, and/or contractors who operate on behalf of the County should verify they established and implemented information systems continuity controls at regular intervals in order to ensure that they are valid and effective during adverse situations.

Redundancies

Objective: **To attain availability of information processing facilities.**

Availability of Information Processing Facilities

Information processing facilities should be implemented with redundancy sufficient to meet availability requirements.

Verify, Review, and Evaluate Information Systems Continuity

BIAs and a sample of critical applications should be tested within every 365 days as a part of a scheduled disaster recovery exercise, as a tabletop exercise, or prior to go live exercise.

Information Security Incident Management

Objective: **To create a consistent and effective approach to the management of information security incidents, including communication on security events and weaknesses.**

Responsibilities and Procedures

KCIT will establish a Security Incident Response Team (SIRT). The SIRT will ensure that the County can efficiently and effectively communicate information security incidents to the proper stakeholders and respondents of the County. The SIRT members will be appointed based on their position and capabilities within the organization and their responsibilities communicated clearly.

Reporting Information Security Events

Information security events should be reported through appropriate channels using the Knox County Cyber Incident Response Plan (CIRP).

Data Breach and Disclosure

Anyone that discovered a breach of the information security controls set forth in this document which results in disclosure of unencrypted "personal information" about persons to unauthorized third parties must provide disclosure in accordance with TCA 47-18-2107 or any other applicable state and/or federal statute or regulations).

Reporting Information Security Weakness

Employees, outsourced employees, and any users using the County's information systems and services are required to note and report any observed or suspected information security weaknesses in systems or services to KCIT.

Assessment of and Decision on Information Security Events

Information security events should be assessed, and a determination should be made on whether to classify the event as an incident in accordance with the CIRP.

Response to Information Security Incidents

Information security incidents will be managed in accordance with the documented procedures in the KCIT Incident Response, Alerting, and Communication Plan.

Learning from Information Security Incidents

Knowledge gained from analyzing and resolving information security incidents should be used to reduce the likelihood or impact of future incidents.

Collection of Evidence

The County should define and apply procedures for the identification, collection, acquisition, and preservation of information, which can serve as evidence.

Cryptography

Objective: **To achieve proper and effective use of cryptography to protect the confidentiality and integrity or data owned or managed by or on behalf of the County. Restricted information must be encrypted by the use of valid encryption processes for data at rest and in motion as required by state or federal statute or regulation. This includes but is not limited to sensitive information stored on mobile devices, removable drives, and laptop computers.**

Use of Cryptographic Controls

Cryptographic controls should be based on the classification and criticality of the data. In deciding what strength and type of control to be deployed, both stand-alone and enterprise level encryption solutions should be considered. Attention should be given to regulations, national restrictions (e.g. export controls) that may apply to the use of cryptographic techniques.

Transmission Confidentiality

Information systems should protect the confidentiality of transmitted information. The County will employ mechanisms to recognize changes to information during transmission unless otherwise protected by alternative physical measures.

Cryptographic Module Authentication

Information systems must use mechanisms for authentication to a cryptographic module that meet the requirements of application federal statutes, state statutes, Executive Orders, directives policies, regulations, standards, and guidance for such authentication. The list of cryptographic modules in use will be compared to the list of NIST validated cryptographic modules at least quarterly ensure compliance.

Information systems will obtain, and issue supported public key and Transport Layer Security (TLS) certificates from an approved service provider. This control focuses certificates with visibility external to the internal system operations, for example, application-specific time services. Secure Socket Layer (SSL) protocol must be disabled on all devices.

Key Management

A secured environment should be established to protect the cryptographic keys used to encrypt and decrypt information. Cryptographic key management and establishment will be performed using automated mechanisms with supporting manual procedures. Keys should be security distributed and stored. Access to keys should be restricted only to individuals who have a business need to access them. All access to cryptographic keys requires authorization and should be documented. Compromise of a cryptographic key would cause all information encrypted with that key to be considered unencrypted.

Technical and Vulnerability Management

Objective: **To prevent exploitation and technical vulnerabilities.**

Management of Technical Vulnerabilities

Information about technical vulnerabilities on information systems and supporting infrastructure should be obtained in a timely fashion, evaluated for exposure and risk to the County, and appropriate measures implemented to address the associated risk.

Restrictions on Software Installation

Users should not install software that has not been approved by KCIT and their supervisor.

Information Systems Audit Controls

In order to minimize the impact of audit activities on operational systems, audit requirements and activities involving verification of operational systems should be carefully planned and agreed upon in advance to minimize disruptions to business processes.

Policy Name		Document Reference Number: KCIT.SMP.1
Information Security Management Policy	**Version #**	1
	Signed **Signed**	Zack Webb _____
	Approval Date	February 22, 2021
	Implementation Date	February 22, 2021
	Last Reviewed by County Commission	February 22, 2021

RLA-18705 **27.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
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 between the State of Tennessee, Department of Health, and the Government of Knox County dba Knox County Health Department for the provision of Tuberculosis Control and Prevention Services. This Grant Contract shall be effective for the period beginning July 1, 2026, and ending on June 30, 2027. In no event shall the maximum liability of the State under the Grant Contract exceed $852,000.00. (No application or local match required)
(Health Department)

Attachments

Grant COntract for TB Services

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,. 2026	June 30, 2027	34349-55127	

Grantee Legal Entity Name	Edison Vendor ID
The Government of Knox County dba Knox County Health Department	2830

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number: 93.116

Grantee's fiscal year end: June 30, 2027

Service Caption (one line only)

KKR FY 2027 Metro TB Control and Prevention

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2027	$752,000.00	$100,000.00	0	0	$852,000.00
TOTAL:	**$752,000.00**	**$100,000.00**	**0**	**0**	**$852,000.00**

Grantee Selection Process Summary

☐ Competitive Selection	
☒ Non-competitive Selection	The grantee is a government entity that has been determined to have the necessary organization, experience, and technical resources and expertise to perform the scope of services outlined in the contract.

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)
HL00008104 HL00007901	71301000

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
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, Tennessee Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Government of Knox County dba Knox County Health Department, hereinafter referred to as the "Grantee," is for the provision of Tuberculosis Control and Prevention, 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. "TB" means Tuberculosis.

b. "TTBEP" means the Tennessee Tuberculosis Elimination Program.

c. "CDC" means the Centers for Disease Control & Prevention of the U. S. Department of Health and Human Services.

d. "TBI" means tuberculosis infection.

e. "TDH" means Tennessee Department of Health.

A.3. Service Goals. The service goal is to achieve sustained TB control and enhanced TB prevention in each Grantee area, aiming to eventually eliminate TB as a public health threat in Tennessee.

A.4. Service Recipients. Service recipients are all persons in Tennessee at high risk for TBI or active TB disease.

A.5. Service Description.

The Grantee shall use the grant funds to the TTBEP service goal as follows:

a. General:

(1) Conduct the regional TB program as a functional part of the statewide Tennessee Tuberculosis Elimination Program (TTBEP) of the Grantor State Agency for the delivery of TB outreach and control services in accordance with the most current publication of the TTBEP TB Manual, a copy of which has been provided to the Grantee, is maintained on file with TDH, and will be posted on the TTBEP SharePoint website; and subsequent revisions which will be communicated via e-mail to the Grantee.

(2) Collaborate with the TTBEP Central Office in meeting requirements and national objectives for TB control and prevention services as established by the Division of Tuberculosis Elimination of the CDC.

(3) Effectively operate and manage a TB clinic on the premises, unless an agreement is made between the Grantee and other public health entity or medical practice to provide clinical services in accordance with the current

TTBEP TB Manual. A copy of such agreement will be made available to TTBEP Central Office upon request.

b. Specific:

(1) Identify a Health Officer who will function as the local TB Control Officer with primary responsibility for establishing and maintaining local TB outreach/control services.

(2) Identify a physician(s) licensed in the State of Tennessee with qualifications acceptable to the TTBEP Medical Director, through employment or contract arrangement, to provide and oversee direct patient care services to all persons with suspected or confirmed TB disease and persons with TBI. If physician's services are obtained through a professional service arrangement, provide to TTBEP Central Office a copy of the arrangement. New physician(s) employed or engaged by sub-contract arrangement after July 1, 2026, who provide services to TB patients, will be credentialed through an appropriate method to verify licensure, board certification(s), work history and incident(s) of medical malpractice or other legal actions involving patient care. Documentation of credentialing efforts by the Grantee shall be available to TTBEP Program Director upon request.

(3) Identify a TB program manager or supervisor to oversee the TB program. If this supervisor has both administrative and clinical duties, he/she must be allowed adequate time to perform administrative duties to satisfactorily fulfill the requirements of this Grant Contract.

(4) Maintain a staffing level to adequately carry out TB program activities. If at any time fewer than seventy-five percent (75%) of the positions funded through this contract arrangement are filled, Grantee will promptly notify the TTBEP Central Office and submit a corrective action plan which documents plans and efforts to remediate the staffing deficiency. Grantee will promptly notify TTBEP Central Office if the TB physician is unable to perform TB program responsibilities for a period longer than two (2) consecutive weeks, with explanation of how physician coverage will be maintained during the absence of the TB physician.

(5) Ensure that each TB program staff person has read appropriate role-related Modules of the current TTBEP TB Manual.

(6) Ensure that all nurses who will be performing case management activities complete the CDC Core Curriculum on Tuberculosis.

(7) If services and treatment for individual patients are not provided according to current TTBEP TB Manual, adequate explanation and justification of the management utilized will be documented in the patient's health department record.

(8) Grantee shall evaluate local TB program performance in accordance with CDC national objectives and the Standards of Public Health Practice listed in the current TTBEP TB Manual, and in a timely manner establish and implement a plan to improve program performance as indicated. A copy of such plan will be made available to TTBEP Central Office upon request.

(9) Grantee shall ensure that education and training are provided to TB program staff and to the TB clinician(s) including opportunities to attend national TB meetings, when appropriate, so that staff have adequate knowledge to carry out responsibilities and duties set forth in the TTBEP TB Manual. Documentation of TB-related Continuing Medical Education credits and Continuing Education Units awarded to an employee or clinician will be retained in the employee file.

(10) Grantee shall ensure the TB Program Manager or designee and at least one (1) additional staff person from the local/regional TB program participate in all educational activities sponsored by TTBEP Central Office. These activities include but are not limited to monthly or bi-monthly statewide conference calls, annual statewide meeting, video conferences and on-site training sessions, if applicable.

(11) Grantee shall maintain a roster of all staff performing TB services with employee name, position title, salary and percent of time performing TB services. If services are provided through a contract arrangement, the roster should include the name of the contractor(s) and business entity, type of service provided, and volume of services provided to TB patients. The roster should be updated as changes occur and not less than quarterly, and a copy should be submitted to TTBEP Central Office.

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. The TTBEP TB Manual;

c. The Rules of Tennessee Department of Health, Health Services Administration, Communicable and Environmental Disease Services, Chapter 1200-14-1.

d. Current Lists of Reportable Diseases in Tennessee for Healthcare Providers and for Healthcare Laboratories.

A.7. Service Reporting.

Grantee shall conduct ongoing and systematic data collection, analysis and submit reports as follows:

a. Report all suspected and confirmed cases of TB and cases of TBI in accordance with established reporting requirements and guidelines in the TTBEP TB Manual.

b. Report individuals with newly suspected or confirmed TB disease to Central Office within two (2) business days of the initial report to the health department.

c. Record and update surveillance data for suspected or confirmed TB cases and persons with TB infection in a timely manner into the state’s surveillance system.

d. Facilitate TB case and suspect reporting from various community sources (e.g., physicians, laboratories, hospitals, and pharmacies) and routinely monitor the completeness of reporting and the duration of time between diagnosis and reporting.

e. Pursuant to section 212(a)(1) of the Immigration and Nationality Act and the Public Health Service Act (42 U.S.C. 246(b)), locate, evaluate, and treat all immigrants classified as A, B1 or B2 by the CDC.

A.8. Service Deliverables.

Deliverable	Contract Section	Delivery Date(s)	Due to Whom	Requested Format

Conduct the TB Program as a functional part of the Tennessee Tuberculosis Elimination Program of the Tennessee Department of Health for the delivery of TB outreach and control services in accordance with the most current publication of the TTBEP TB Manual.	A.5.a.(1)	Ongoing	TTBEP Central Office	As specified in TTBEP TB Manual
Collaborate with the TTBEP Central Office in meeting requirements and national objectives for TB control and prevention services as established by the Division of Tuberculosis Elimination of the CDC.	A.5.a.(2)	Ongoing	TTBEP Central Office	Written communication
Operate and manage a TB clinic on the premises, unless an agreement is made between the Grantee and other public health entity or medical practice to provide clinical services.	A.5.a.(3)	Ongoing	TTBEP Central Office	A document signed by Grantee Official
Identify a Health Officer who will function as the local TB Control Officer.	A.5.b.(1)	At contract initiation	TTBEP Central Office	A document signed by Grantee Official
Identify a physician(s) to provide and oversee direct patient care services to all persons with suspected or confirmed TB disease and persons with TBI. If a physician's services are obtained through a professional service arrangement, provide to TTBEP Central Office a copy of the arrangement.	A.5.b.(2)	At contract initiation	TTBEP Central Office	A document signed by Grantee Official
Identify a TB program manager or supervisor to oversee the TB program.	A.5.b.(3)	At contract initiation	TTBEP Central Office	A document signed by Grantee Official
Maintain a staffing level of seventy-five percent (75%) or more at all times. If at any time fewer than seventy-five percent (75%) of the positions funded through this contract arrangement are filled, Grantee will promptly notify the TTBEP Central Office and submit a corrective action plan. Grantee will promptly notify TTBEP Central Office if the TB physician is unable to perform TB program responsibilities for a period longer than two (2) consecutive weeks.	A.5.b.(4)	Within five (5) business days of such occurrence	TTBEP Central Office	Written notification
Ensure that each TB program staff person has read appropriate role-related Modules of the current TTBEP TB Manual.	A.5.b.(5)	Ongoing	N/A	Written plan of activities maintained in Grantee file.
Ensure that all nurses who will be performing case management activities complete the CDC Core Curriculum on Tuberculosis as well as	A.5.b.(6)	Ongoing	N/A	Written plan of activities maintained in Grantee file.

appropriate training provided by the Central Office staff.				
If services and treatment for individual patients are not provided according to current TTBEP TB Manual, adequate explanation and justification of the management utilized will be documented in the patient's health department record.	A.5.b.(7)	Ongoing	TTBEP Central Office	Documentation in health records
Evaluate local TB program performance, establish and implement a plan to improve program performance as indicated.	A.5.b.(8)	Ongoing	TTBEP Central Office	Written plan maintained in Grantee file
Ensure that education and training are provided to TB program staff and to the TB clinician(s) including opportunities to attend national TB meetings, documentation of TB-related Continuing Medical Education credits and Continuing Education Units awarded to an employee or clinician will be retained in the employee file.	A.5.b.(9)	Ongoing	N/A	Written plan of activities maintained in Grantee file.
Ensure the TB Program Manager or designee and at least one (1) additional staff person from the local/regional TB program participate in all TTBEP statewide monthly conference calls, and in education and training programs conducted by the TTBEP Central Office, including statewide meetings, video conferences and on-site training sessions, if applicable. If it is not possible for a representative from a local/regional TB program to participate, the TB Program Manager will notify the Central Office at least twenty-four (24) hours beforehand.	A.5.b.(10)	Within 5 business days of event	N/A	Record of participation
Maintain a current roster of all staff performing TB services.	A.5.b.(11)	Ongoing	N/A	Grantee files
Report individuals with newly suspected or confirmed TB disease to Central Office within two (2) business days of the initial report to the health department.	A.7.b.	Ongoing	TTBEP Central Office	Written notification
Record and update surveillance data for suspected or confirmed TB cases and persons with TB infection in a timely manner into the state's surveillance system.	A.7.c.	Ongoing	State Surveillance System	System Data Entry

A.9. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 1, is incorporated in this Grant Contract.

A.10. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS). Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner

in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Mr. Anthony Fultz
Grants Management Specialist
Centers for Disease Control and Prevention
Infectious Disease Services Branch
District Chamblee, Bldg. 2900 TCU-3
Atlanta, GA 30341
Email: qjj7@cdc.gov

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
Fax: (202)-205-0604
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (formerly FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2026 ("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 eight hundred and fifty-two thousand dollars ($852,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 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, using Attachment 3, with all necessary supporting documentation, and present such to:

Yigzaw Belay
Tennessee Department of Health
TB Elimination Program
710 James Robertson Parkway
Nashville, TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Tennessee Department of Health, CEDEP Division, Tuberculosis Elimination Program.
(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 one 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 ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State. Attachment 4.

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:

Tennessee Department of Health
TB Elimination Program
Andrew Johnson Tower
710 James Robertson Parkway
Email Address: yigzaw.belay@tn.gov
Telephone: (615) 253-2308
Fax: (615) 253-1370

The Grantee:

The Government of Knox County dba Knox County Health Department
Kevin Parton, Finance Manager
140 Dameron Avenue
Knoxville TN 37919-6413
Email Address: tdhcontracts@knoxcounty.org
Telephone #: 865-215-5273
Fax #: 865-215-5295

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate or suspend this Grant Contract upon written notice to the Grantee. The State's right to terminate or suspend 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 or suspension date but shall not be entitled to compensation for any services performed subsequent to termination date or during a period of suspension. 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 Attachment 5 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.

D.37. Foreign Adversary Company Attestation. The Grantee attests that they are not a "Foreign adversary company" within the meaning of Pub. Ch. 768 (2026) and that the Grantee is not knowingly selling an information and communications technology final product or service within the meaning of Pub. Ch. 768 (2026).

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 Contract 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 FFATA requirements, including but not limited to those below, 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 CFR 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 CFR § 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 Contract is amended to extend its 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 Contract becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier 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 Contract 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. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq*. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the Centers for Disease Control and Prevention and the Region 4 Office of the Environmental Protection Agency.

E.6. 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: 93.116 Project Grants and Cooperative Agreements for Tuberculosis Control Programs.

E.7. Health Care Data. Grantee shall provide data reports about health care services provided under this Grant using the Department of Health's Patient Tracking and Billing Management Information System (or its successor). Data regarding health care services provided by the Grantee shall be coded and entered into the Patient Tracking and Billing Management Information System (PTBMIS), using the PTBMIS Codes Manual. The PTBMIS Codes manual is available electronically at http://hsaintranet.health.tn.gov/ and e-mail notices shall be sent to the Grantee regarding new revisions and/or updates, which can be accessed through the above-referenced website.

On a schedule defined by the State, the Grantee shall submit Central Office Database Report (CODB) files, as defined in PTBMIS, electronically to the State. The Grantee shall also submit other health care data reports, as requested by the State, and in a format acceptable to the State.

E.8. 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.

E.9. 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 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 #6.

(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: 24 hours

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: 48 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.10. 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.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

THE GOVERNMENT OF KNOX COUNTY dba KNOX COUNTY HEALTH DEPARTMENT:

_____ _____
Glenn Jacobs Date
County Mayor

KNOX COUNTY HEALTH DEPARTMENT:

_____ _____
Kevin Parton Date
Finance Manager

APPROVED AS TO FORM: CONTRACT #

_____ _____
Jessica Jernigan-Johnson Date
Deputy Law Director

DEPARTMENT OF HEALTH:

_____ _____
Dr. John R. Dunn Date
Interim Commissioner

ATTACHMENT 1

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	The Government of Knox County dba Knox County Health Department
Subrecipient's Unique Entity Identifier (SAM)	HS2EQEN6B6K4
Federal Award Identification Number (FAIN)	NU52PS910295
Federal award date	1/05/2026
Subaward Period of Performance Start and End Date	7/01/2026 - 6/30/2027
Subaward Budget Period Start and End Date	1/01/2026 - 12/31/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.116 - Project Grants and Coopreative Agreements for Tuberculosis Control Programs.
Grant contract's begin date	7/01/2026
Grant contract's end date	6/30/2027
Amount of federal funds obligated by this grant contract	$100,000
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$500,535.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Tuberculosis Elimination in Tennessee
Name of federal awarding agency	Centers for Disease Control and Prevention
Name and contact information for the federal awarding official	Mr. Anthony Fultz Grants Management Specialist Centers for Disease Control & Prevention District Chamblee, Bldg. 2900 TCU-3 Atlanta, GA 30341 404-498-4033 qjj7@cdc.gov
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Chuck Owen Tennessee Department of Health TB Elimination 710 James Robertson Parkway Nashville, TN 37243 615-253-1367 chuck.owen@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)	15.6%

ATTACHMENT 2
(BUDGET PAGE 1)

GRANT BUDGET

The Government of Knox County DBA Knox County Health Department - Tuberculosis Control

Budget Period: July 1, 2026 through June 30, 2027

LINE ITEM NUMBER	LINE ITEM DESCRIPTION [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries [2]	$565,600.00	$0.00	$565,600.00
2	Benefits & Taxes (30%)	$141,400.00	$0.00	$141,400.00
4, 15	Professional Fee / Grant & Award [2]	$4,000.00	$0.00	$4,000.00
5	Supplies	$10,000.00	$0.00	$10,000.00
6	Telephone	$3,500.00	$0.00	$3,500.00
7	Postage & Shipping	$200.00	$0.00	$200.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$9,300.00	$0.00	$9,300.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel / Conferences [2]	$17,300.00	$0.00	$17,300.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals [2]	$30,000.00	$0.00	$30,000.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (10% Salary + Benefits)	$70,700.00	$0.00	$70,700.00
24	In-Kind Expenses	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	**$852,000.00**	**$0.00**	**$852,000.00**

[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.

ATTACHMENT 2
(continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 2)

The Government of Knox County DBA Knox County Health Department - Tuberculosis Control

Line 1: SALARIES					
employee name & position	monthly salary	# months	percentage effort	longevity	total salary FY 2025
Christy Miller, Program Manager	$6,805.14	12	100%		$81,661.68
Pamela Powers, TB RN Case Manager	$5,786.18	12	100%		$69,434.16
Erica Phillips, TB RN Case Manager	$5,290.54	12	100%		$63,486.48
Ethan Lane, TB Case Manager	$4,539.32	12	100%		$54,471.84
Heather Bradner, NP	$3,837.50	12	50%		$23,025.00
Carrie Parker, Health Services Clerk	$3,205.21	12	60%		$23,077.51
Alicia Campbell, Disease Intervention Specialist	$3,855.92	12	100%		$46,271.04
Dr. Megan Edwards, Infecious Disease Physician	$22,995.96	12	9%		$24,835.64
Erica Vega, X-Ray Technician	$4,118.00	12	100%		$49,416.00
Autumn Hinkle, X-Ray Technician	$4,077.18	12	100%		$48,926.16
Kayle McKinney, Clinical Support Tech	$2,889.49	12	100%		$34,673.88
Vacant, Disease Intervention Specialist	$3,855.92	12	100%		$46,271.04
			ROUNDED TOTAL		**$565,600.00**

Line 4,15: PROFESSIONAL FEE / GRANT & AWARD	**AMOUNT**
X Ray read by Radiologist	$4,000.00
ROUNDED TOTAL	**$4,000.00**

Line 11,12: TRAVEL / CONFERENCES & MEETINGS	**AMOUNT**
TB Meetings at State	$1,500.00
Routine Travel	$15,000.00
National TB Controller's Meeting (membership/travel)	$750.00
ROUNDED TOTAL	**$17,300.00**

Line 16: SPECIFIC ASSISTANCE TO INDIVIDUALS	**AMOUNT**
Incentives & Enablers	$5,000.00
Ride Share for patent transportation (Uber, Lyft, etc.)	$10,000.00
Payment of expenses to house clients	$15,000.00
ROUNDED TOTAL	**$30,000.00**

TN Department of Health

Invoice Reimbursement Form

Contract #
Supplier Name
Program Name

Section 1: Contract Information (to be completed by TDH Accounts)

PO # (Req.) _____
PO Line # (Req.) _____
Receipt # (Req.) _____
Agency Invoice # _____

Edison Contract # _____
Edison Vendor # _____
Edison Address Line # _____
AP Attachment (check if yes) ☐

Section 2: Invoice Information (to be completed by Contractor/Grantee)

Contract Invoice # _____
Invoice Date _____
Service Start Date _____
Service End Date _____

Contract Start Date _____
Contract End Date _____

Contact Person Name _____
Phone # _____

Remit Payment to:

Business Name _____

Street Address _____ City _____ State _____ ZIP _____

Budget Line Items	(A) Total Contract Budget	(B) Amount Billed YTD	(C) Monthly Expenditures Due
Salaries			
Benefits			
Professional Fee/Grant/Award			
Supplies			
Telephone			
Postage and Shipping			
Occupancy			
Equipment Rental and Maintenance			
Printing and Publications			
Travel/Conferences and Meetings			
Interest			
Insurance			
Specific Assistance to Individuals			
Depreciation			
Other Non-Personnel			
Capital Purchase			
Indirect Costs			
TOTAL	$ 0.00	$ 0.00	$ 0.00

ATTACHMENT 3

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: $ 0.00

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	$ 0.00													$ 0.00	$ 0.00
Benefits	$ 0.00													$ 0.00	$ 0.00
Fee/Grant/Award	$ 0.00													$ 0.00	$ 0.00
Supplies	$ 0.00													$ 0.00	$ 0.00
Telephone	$ 0.00													$ 0.00	$ 0.00
Postage and Shipping	$ 0.00													$ 0.00	$ 0.00
Occupancy	$ 0.00													$ 0.00	$ 0.00
Equipment Rental and Maintenance	$ 0.00													$ 0.00	$ 0.00
Printing and Publications	$ 0.00													$ 0.00	$ 0.00
Travel/Conferences and Meetings	$ 0.00													$ 0.00	$ 0.00
Interest	$ 0.00													$ 0.00	$ 0.00
Insurance	$ 0.00													$ 0.00	$ 0.00
Specific Assistance to Individuals	$ 0.00													$ 0.00	$ 0.00
Depreciation	$ 0.00													$ 0.00	$ 0.00
Other Non-Personnel	$ 0.00													$ 0.00	$ 0.00
Capital Purchase	$ 0.00													$ 0.00	$ 0.00
Indirect Costs	$ 0.00													$ 0.00	$ 0.00
Totals	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

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:

- **yigzaw.belay@tn.gov**
- **fa.audit@tn.gov**

ATTACHMENT 5
Policy 007 Report

Reset

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

Schedule A

Page # of # pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:		
Program Name:		
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				
2	Employee Benefits & Payroll Taxes				
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00
4	Professional Fees				
5	Supplies				
6	Telecommunication				
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: (list details in a-d)				
	a				
	b				
	c				
	d				
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases				
21	**Total Direct Program Expenses**	0.00	0.00	0.00	0.00
22	Administrative Expenses				
23	**Total Direct and Administrative Expenses**	0.00	0.00	0.00	0.00
24	In-Kind Expenses				
25	**Total Program Expenses**	$ 0.00	$ 0.00	$ 0.00	$ 0.00

STATE OF TENNESSEE
PROGRAM REVENUE REPORT
AND RECONCILIATION BETWEEN TOTAL AND REIMBURSABLE EXPENSES

Schedule B

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:		
Program Name:		
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**	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)				
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)				
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 EXPENSE REPORT

Schedule A-1

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:		
Program Name:		
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				
2	Employee Benefits & Payroll Taxes				
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00
4	Professional Fees				
5	Supplies				
6	Telecommunication				
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: (list details in a-d)				
	a				
	b				
	c				
	d				
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases				
21	**Total Direct Program Expenses**	0.00	0.00	0.00	0.00
22	Administrative Expenses				
23	**Total Direct and Administrative Expenses**	0.00	0.00	0.00	0.00
24	In-Kind Expenses				
25	**Total Nongrant Program Expenses**	$ 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:		
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**	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)				
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)				
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
2	Employee Benefits & Payroll Taxes				0.00
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00
4	Professional Fees				0.00
5	Supplies				0.00
6	Telecommunication				0.00
7	Postage and Shipping				0.00
8	Occupancy				0.00
9	Equipment Rental and Maintenance				0.00
10	Printing and Publications				0.00
11	Travel				0.00
12	Conferences and Meetings				0.00
13	Interest				0.00
14	Insurance				0.00
15	Grants and Awards				0.00
16	Specific Assistance to Individuals				0.00
17	Depreciation				0.00
18	Other Non-personnel Expenses: (list details in a-d)				
	a				0.00
	b				0.00
	c				0.00
	d				0.00
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases				0.00
21	**Total Direct Program Expenses**	0.00	0.00	0.00	0.00
22	Administrative Expenses				0.00
23	**Total Direct and Administrative Expenses**	0.00	0.00	0.00	0.00
24	In-Kind Expenses				0.00
25	**Total Expenses**	$ 0.00	$ 0.00	$ 0.00	$ 0.00

KNOX COUNTY
TENNESSEE

INFORMATION SECURITY MANAGEMENT POLICY

ZACK WEBB (Feb 23, 2021 11:37 EST)

ZACK WEBB

CHIEF TECHNOLOGY OFFICER

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Introduction

Information Technology (IT) solutions are driven by the demands of our daily business activities at Knox County. The ability to procure efficient communication, IT resources, and technologies that support Knox County's business processes is a foundational component of a successful IT program.

Organizations often take risks in order to meet those time-sensitive business requirements, sometimes bypassing existing processes to meet the demands of customers whom they serve. As we continue to expand our use of cloud technologies, it is imperative that Knox County Information Technology (KCIT) continues to demonstrate that our data is hosted, processed, and stored securely. Information security is not an absolute and cannot absolutely guarantee the security of the information that it handles. This policy is an effort to strive to maintain a reasonable, continuous process for implementing, reviewing, and improving data security.

The main purpose of this living document, the Knox County Information Technology Security Policy, herein thereafter referred to as the "Policy", is to define information security policies for individuals that access any assets controlled, leased, owned, or otherwise utilized by Knox County, herein thereafter referred to as, the "County". Our purview specifically excludes Knox County Libraries, Schools, & Sheriff networks and workstations, with the exception of those Knox County Library, School, and Sheriff users that are issued credentials by KCIT in order to access certain applications and resources. The goal of the Policy is to maintain confidentiality, continuity, integrity, and availability of information, information technology, and critical operation processes in such a manner that the County's legal, regulatory, and ethical responsibilities to its citizens are upheld to the highest of standards. The Policy defines the acceptable use and management of internal and remote systems, services, information, technical controls, and procedures that govern the design, acquisition, implementation, administration, and use of the County's system that assist in mitigating risks due to evolving cyber threats and vulnerabilities.

The Policy defines the minimum-security requirements for the protection of KCIT assets, including the managerial, operational, and technical protection requirements and controls to protect the integrity, continuity, confidentiality, and availability of the County's IT assets as well as compliance with all applicable federal, state, and local laws, policies, and regulations (e.g. HIPAA, HITECH, PCI-DSS, PII, PHI, and other specific privacy regulations currently in effect, as amended, or established later). The Policy will abide by the guidelines established by the National Institute of Standards and Technology (NIST) and any other existing and future implementations of technology, as business needs, and funding allow.

Purpose

The purpose of this policy document is intended to protect any and all information and information systems within the County under KCIT's purview. Information systems consist of all IT systems and critical infrastructure to include computers, communication equipment fixed or mobile, software, systems, applications, databases, internet access, the data and information contained or passing through them, and activities and individual behavior involving the use or management of the systems and information. The intent is to cover all actions and procedures implemented to govern the design,

construction, operation, and preservation of the creation, collection, recording, processing, storing, retrieval, presentation, and transmission of information.

Scope

The Policy applies to:

- All County agencies, departments, employees, volunteers, service providers, vendors, contractors, and commercial entities (referred to as 'users' throughout this and other KCIT policies and procedures), that develop, implement, administer or use Knox County information and communication systems, data and information.
- All audio and video streaming and content, use of any web-based applications, including the use of social media, the County's web addresses (URLs) and image, wireless and remote access into the County's technology environment from anywhere, cloud services, and any other external resources hosted by a third-party, such as a vendor, on behalf of the County are incorporated into the scope of the Policy.
- All existing and future implementations of information systems, communications, other technology, and the Internet at Knox County or in use interoperability capabilities with partner organizations.

Exceptions

Exceptions to the Policy may be requested. Any exceptions to any of the security policies outlined in this, or any other security policy or procedure released on behalf of KCIT, will be reviewed, evaluated, and processed by a member of the Chief Technology Officer's (CTO) staff.

An Information Security Policy Exception/Waiver Request Form shall be prepared by the Department, signed by the elected official or Director of the Department, and submitted for review by the CTO, IT Compliance Officer (ITCO), Cyber Security Manager (CSM) and/or other members of the IT staff, as deemed appropriate. Certain exception requests may require escalation to Knox County's Law Department whose responsibilities include e-Government and HIPAA functions for determination. Periodic reviews for all granted exceptions will be conducted by the ITCO and reviewed by the CTO or Law Department to verify that the original business need is still valid, and the risk level is still acceptable.

Review

Review of this document takes place within KCIT and will occur on an annual basis, at a minimum. Document review can also be requested by submitting a request to the CTO by completing the KCIT Security Policy Document Review Request Form.

Compliance

Objective: **To avoid breaches of legal, statutory, regulatory, or contractual obligations related to information security or any security requirements.**

The Policy shall serve as an adequacy standard for information security safeguards and shall form the basis on which information security audits and reviews will be conducted. All activity from the County's IT environments and on County resources are subject to monitoring by authorized staff or designated entities.

Identification of Applicable Legislation and Contractual Requirements

All relevant legislative, statutory, regulatory, contractual, requirements, and the County's approach to meet these requirements should be explicitly identified, documented, and kept current for each information system, each department, and each entity that stores, processes, or transmits data on behalf of the County. This includes, but is not limited to, Criminal Justice Information Services (CJIS), Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Modernization Act (FISMA), Payment Card Industry Data Security Standard (PCI DSS), Health Information Technology for the Economy and Clinical Health Act (HITECH), Tennessee Annotated Code, as amended, and the Tennessee Personal and Commercial Computer Act of 2003, as amended.

Privacy and Protection of Personally Identifiable Information

The privacy and protection of personally identifiable information (PII) should be protected as required by relevant federal or state statute or regulation. The overall privacy of information are concerns both for individuals whose personal information is at stake and for departments and agencies that may be liable or have their reputations damaged should PII be inappropriately accessed, used, or disclosed.

Information Security Policies

***Objective*: To provide management direction and support for information security in accordance with Knox County requirements and relevant county, state, and federal statutes, and regulations for the County's computing environments.**

Information Security Requirements and Guidelines

KCIT will initiate, control, and communicate an enterprise information security architecture that includes, but is not limited to, a policy framework, an organizational and communication framework, and a security technology framework.

Security Assessment and Authorization

The CTO shall develop formal and documented security assessment and authorization procedures and strategies that address purpose, scope, roles and responsibilities, management commitment, coordination among agencies and departments, and operations and technical controls to ensure compliance consistent with County policy, and applicable local, state, and federal laws, directives, operational policies, regulations, standards, and guidance.

The CSM and ITCO shall annually review security assessment policies, procedures, and strategies and determine the effectiveness of existing security controls and team roles and responsibilities. The ITCO

shall also produce analytical reports that detail the results of security assessments and implement plans of action to improve information security controls, as funding and budget allow. KCIT may employ an independent assessment team to test and review security controls to ensure compliance consistent with local, state, and federal laws, directives, policies, regulations, standards, and guidance.

County leadership shall determine personnel authorized to determine the acceptable levels of risk to County operations and information assets to guide the implementation of appropriate security controls. County leadership shall designate approval authorities responsible and accountable for exercising due care in assessing the security risks associated with Knox County information and systems and due diligence that the information security program and measures are implemented accordingly.

Department leadership must formally authorize connections from County information systems to external information systems through interconnection security agreements such as Memoranda of Understandings, Service Level Agreements, Firewall Rules Requests, Exceptions to Policy/Waivers, etc. Requests shall include details specific to each connection including the system or data source being connected to, the interface characteristics, security requirements, and type of information transmitted. Interconnections shall be monitored to verify enforcement of security use, policy, controls, and requirements.

The ITCO and/or the CSM shall implement a continuous security program that allows County agencies to maintain security baselines adaptive to evolving threats, vulnerabilities, and technologies yet remain in alignment with County missions, goals, and values.

Operations Security

***Objective*: To protect critical County information resource assets, including hardware, software, and data from unauthorized use, misuse, or destruction and to maintain correct and proper operations.**

Documented Operating Procedures

KCIT and vendors or outsourced employees acting on behalf of the County should identify, document, and maintain standard security operating procedures and configurations for their respective operating environments and make sure the documentation is available to all users who need it.

Awareness and Training

An information security awareness and training program shall be incorporated as part of the County's training and education programs for all users in order to educate the user community in the issues related to vulnerabilities and cyber-security breach risks associated with information technology, the importance, and methods of protecting County information, and information systems. Security awareness shall be continually emphasized, reinforced, updated, and validated.

KCIT shall develop and maintain a communications process for notifying users of new information system security-related issues and concerns specific to the County and of general interest.

Users shall receive security awareness training and sign an acknowledgment indicating they have read and agree to adhere to KCIT information security policies. Records or certifications indicating the completion of security awareness training shall be retained for County users.

Configuration and Change Management

IT systems shall be designed, configured, hardened, and maintained according to County System Hardening Standards to adequately safeguard County information to the extent possible or feasible. Baseline configurations and configuration deviations of the County's information systems, network devices, and communications infrastructure shall be documented, reviewed, and updated. General requirements include, but are not limited to, installing operating systems from KCIT approved sources and media, applying vendor patches, removing, or disabling unnecessary software and services, enabling audit logging and other security protections, and changing the passwords and usernames of default accounts. System owners are prohibited from making unauthorized changes to approved configurations without consultation and approval of the Infrastructure Director and CTO.

System Administrators shall analyze hardware and software for flaws, weaknesses, incompatibility, and other security or functionality impacts and vulnerabilities in a test environment prior to implementation into the production environment, when possible. Security functions shall be reviewed and verified after changes to systems have been implemented to verify the functions and features are implemented correctly, operating as intended, and producing the desired result.

Changes to information processing facilities and systems should be controlled and monitored for security compliance. Formal management responsibilities and procedures should exist to assist in the satisfactory control or all changes to equipment, software, applications, configurations, and/or procedures that affect KCIT operation environment. All written documentation generated by the change control policies and procedures should be retained as evidence of compliance.

Change control procedures should include authorization, risk assessment, logging, auditability, and rollback procedures.

Capacity Management

The use of KCIT resources should be monitored and tuned so that projections of future capacity requirements can be made.

Separation of Development, Testing, and Operational Environments

Development and testing environments should be segregated from production environments in order to reduce the risks of unauthorized access or changes to the production environment. Data classified as restricted must be protected from unauthorized disclosure, use, modification, or destruction and should not be used in development or test environments.

Protection from Malware

Objective: **Prevent the automated propagation of malicious code and contamination of environments attached to the KCIT network.**

Malicious Software Control

All computing platforms that are attached to the County's enterprise technology infrastructure or operated on behalf of the County should be protected from intentional or unintentional exposure to malicious software. Malicious software includes, but is not limited to, software viruses, worms, Trojan horses, logic bombs, and rootkits. Compromised systems should be removed from the operational environment. All computing platforms that are attached to the County's enterprise technology infrastructure will participate in the County's antivirus program if antivirus signatures are available for the computing platforms. KCIT reserves the right to seize any compromised system for forensic analysis.

Backup

Objective: **To prevent loss of data and to attain data availability.**

Data Backup

Backup copies of data, software, and system images should be taken and tested regularly in accordance with the established procedures. A copy of the backup data should be stored off-site according to applicable regulatory requirements and County guidelines. Results of restore tests should be furnished to data owners with recommendations for any remedial steps found. Data owners should approve any remedial plans and timelines for implementing those remediation steps within a reasonable period, not to exceed three months. Following remediation, the restore testing should be repeated and results documented to substantiate that those steps mitigated all identified issues.

Logging and Monitoring

Objective: **To record events and generate evidence.**

Event Logging

All systems should be configured to support security event logging, user activity recording, exceptions, faults, and information security events. System administrators should monitor and report inappropriate access to the Infrastructure Director and the CTO. Critical systems should be configured to support automated logging to a facility that protects the integrity of the logs. Logging levels and monitor elements will be configured in accordance with federal and state statute and regulatory requirements.

Availability and Performance Monitoring

Critical systems should be configured to support County approved automated monitoring of system availability and performance.

Protection of Log Information

Logging facilities and log information should be protected against tampering and unauthorized access.

Administrator and Logs

System Administrator activities should be logged, protected, and regularly reviewed.

Clock Synchronization

Approved KCIT managed enterprise network time servers should be the only County devices permitted to synchronize with external time services. All County provided or managed systems will synchronize time with approved KCIT managed enterprise network time servers. All non-County provided or managed systems storing, processing, or transmitting County data should be synchronized to County approved time synchronization services.

Control of Operational Software

Objective: **To protect the integrity of operational systems.**

Installation of Software on Operational Systems

Only software that has been licensed and approved as County standard software/product or that has been approved as an exception through the County's architecture standards approval process should be installed on devices covered by the software's license agreement.

Patch Management

All applications and processing devices that are attached to the County's enterprise technology infrastructure will have critical security related application, operating system, and/or security-related patches for supported operating systems made available by the software or hardware vendor applied when applied within 90 calendar days or sooner, if any acceptable date can be agreed upon by all affected parties. Emergency patches and updates will be applied as soon as possible following successful validation and testing.

Patch Schedule

KCIT will generally follow the below schedule for patches, unless deemed otherwise.

- 7 days for critical patches addressing known exploits
- 14 days for high patches addressing known exploits
- 30 days for critical patches
- 60 days for high patches

Software Maintenance

Servers and workstation computer devices should have defined maintenance windows within every 90 days.

Applications should have established review and maintenance cycles for software updates.

Access Control

Objective: **To limit access to information and information processing facilities.**

Access Control Policy

All access rules and requirements to access KCIT resources should be developed, documented, maintained, and audited by KCIT. Access to the County's IT resources will be granted consistent with the concept of least privilege. All information processing systems owned by or operated on behalf of the County should have an appropriate role-based access control system that confirms only legitimate users and/or systems have access to IT resources that are explicitly authorized to use.

Access to Networks and Network Services

All access and connectivity to the County's enterprise network or networks operated on behalf of the County should be granted consistent with the concept of least privilege. Users will only be provided with access to the network and network resources that they have been specifically authorized to use.

Remote Access

All users who are accessing the County's internal network should access those resources through a County approved Virtual Private Network (VPN) solution. All users who access County data on networks operated on behalf of the County should use secure connection methods and are required to sign the Acceptance Use Policy and End User Agreement.

Information Security Roles and Responsibilities

All information security responsibilities should be defined and assigned by the access granting authority within KCIT, most commonly the system administrators.

Segregation of Duties

Where appropriate, conflicting duties and areas of responsibility should be segregated and assigned to different individuals to reduce opportunities for unauthorized or unintentional modification or misuse of the County's assets.

User Access Management

Objective: **To authenticate authorized user access and to prevent unauthorized access to systems and services.**

User Registration and De-Registration

A formal user registration and de-registration process will be implemented to enable proper assignment of access rights and to adjust those rights as the user's role changes. Prior to any access, the user must complete, sign, and return the KCIT Acceptable Use Policy and End User Agreement.

User Access Provisioning

User access to IT resources should be authorized and provisioned according to the Department's employee provisioning process.

User Account Naming

All County user accounts will follow a County approved standardized naming convention.

Management of Privileged Access Rights

Users should have the least privileges required to perform their roles as identified and approved by their management. The allocation and use of privileged access rights should be restricted and controlled.

Management of Secret Authorization of Information Users

The allocation of secret authentication information should be controlled through a formal management process.

Review of User Access Rights

A user's access rights should be reviewed, validated, and updated for appropriate access provided by a user's supervisor on a regular basis or whenever the user's access requirements change (e.g. hire, promotion, demotion, and transfer within and between departments). KCIT is not responsible for determining appropriate user access rights. However, KCIT will provide departments with audit reports, upon request.

Removal or Adjustment of Access Rights

All access rights for employees, elected officials, and external entities to information and information processing facilities should be revoked upon termination of their employment, contract, agreement, or change of department by the close of business on the user's last day working or within 24 hours of notification of the user's death, determination of job abandonment, or retroactive notification of resignation or retirement.

In the event the user will be returning or transferring to another role in which they will need access to the County's resources, the user's profile will be suspended in lieu of termination and the user's access rights will need to be reviewed prior to reinstatement.

Procedures for emergency removal of access rights should be in place.

User Responsibilities

Objective: **To make users accountable for safeguarding their authentication information.**

Use of Secret Authentication Information

Users should follow County guidelines and requirements in the use of secret authentication information.

System and Application Access Control

Objective: **To prevent unauthorized access to systems and applications.**

Information Access Restriction

Access to information and application system functions should be restricted in accordance with the defined access control guidelines. KCIT reserves the right to deny access to any networked information, systems, applications, or internal resources for any devices not owned by the County.

Secure Log-on Procedures

Where required by access control guidelines, access to systems and applications should be controlled by a secure log-on procedure. At a minimum, user access to protected KCIT resources requires that the utilization of User Identification (User ID) and password that uniquely identifies the user. Sharing access credentials intended to authenticate and authorize a single user between any two or more individuals is prohibited.

System Administrator Access

All System Administrators or users with elevated privileges using administrative tools or protocols to access servers located in County managed data processing facilities or facilities operated on behalf of the County must use a multifactor VPN solution to obtain access.

Log-on Banner

All workstations owned and operated by or on behalf of the County must display the County approved logon banner before the user is able to log in.

Service Account Use

Service Accounts should be unique to each application and/or system and should only be used to authenticate systems and/or applications to specific services.

System/Application Account Use

System/application accounts are created upon installation of an application and may have a predetermined User ID. Privileged user access to system accounts must be approved and documented. A system/application account differs from a service account in that individuals may know the password

to the system/application account. This account must be elevated from a lesser account. An example of this type of account is the default administrative account required by the application.

System Administrator Account Use

System Administrator accounts have elevated privileges and should only be used when elevated privileges are required. Administrative accounts are used to administer operating systems and applications.

Password Requirements

All users accessing Knox County internal resources are required to adhere to the requirements and guidelines set forth in the Knox County Password Requirements & Guidelines document. When accessing applications, users must adhere to the password requirements of the application that will be accessed.

Password Management System

Password Management Systems should be interactive and should ensure quality passwords. Passwords and passcodes must be provided to KCIT upon request.

Use of Privileged Utility Programs

The use of utility programs that might be capable of overriding system and application controls should be restricted and tightly controlled.

Access Control to Program Source Code

Access to program source code should be restricted to authorized users.

Default Configurations

All applications and processing devices that are attached the County's enterprise technology infrastructure should be deployed with modified configurations for, but not limited to, default accounts, and/or installation paths to minimize the use of default settings to gain unauthorized use, modification, or destruction.

Asset Management

Objective: **To identify organizational assets and define appropriate protection responsibilities.**

Inventory of Assets

An inventory of information system assets, components, software, and services in KCIT's custody and control shall be maintained and periodically reassessed. Due to the varying values of equipment under KCIT's purview, an agreed-upon threshold between the CTO and Knox County Finance Department will determine the minimum value of an asset that is required to be included in KCIT inventory.

Ownership of Assets

All information resource assets listed in the asset inventory should have an assigned owner or entity who will ensure the assets are protected in a manner consistent with their value, sensitivity, and criticality to the business and operation of the County's government and those it serves or as specified by any superseding county, state, or federal statute or regulation.

Acceptable Use of Assets

Rules for the acceptable use of information and assets associated with information and information processing facilities should be identified, documented, implemented, and communicated to the users who have access to those assets.

Users are expected to treat their assets with care and respect. Placing stickers, writing, or drawing on, engraving, or otherwise defacing any device(s) and/or case(s) is prohibited, unless authorized by KCIT, and may result in loss of the privilege of utilizing a County-owned asset.

Return of Assets

All users of KCIT assets must return all County assets in their possession upon termination of their need to no longer access KCIT information or information systems. All assets must be returned unlocked. In the event an asset is returned, and it is locked, Knox County reserves the right to withhold the user's last paycheck until the user unlocks all assets that were in the user's custody.

Asset Identification

All KCIT workstations will be named in accordance with an approved standardized naming convention. Those identification numbers shall be affixed in obvious locations when possible.

Data Classification

Objective: **To confirm the data used and managed by the County receives an appropriate level of protection commensurate with the value, importance, and criticality of the data to the County.**

Classification of Data

Data assets owned and/or managed by the County should be classified according to the definition of "Personal Information" or "Confidential Records" as specified by applicable state and/or federal statute or regulations to indicate the need, priorities, and degree of protection it will receive. At a minimum, data will be classified as Public, Internal, or Restricted.

Labeling of Data

An appropriate set of procedures for labeling data assets owned and/or managed by the County should be developed and implemented in accordance with the County's data classification scheme.

Handling and Use of Data

Procedures for handling data assets should be developed and implemented in accordance with the data classification scheme adopted by the County.

Public Data Classification and Control

Data classified as public should be protected from unauthorized modification or destruction.

Restricted Data Classification

Data classified as restricted must be protected from unauthorized disclosure, use, modification, or destruction and cannot be used in development or test environments, or publicly disclosed. Controls should be applied to data in a manner consistent with its value, sensitivity, and criticality to the business and operation of the County. Data classified as restricted must be encrypted at rest and during transmission in accordance with applicable state or federal statute or regulatory requirements.

Restricted Data on Personally Owned Devices

Restricted data, specifically PHI and PII, should not be stored on, or accessed using personally owned devices, including mobile devices (cell phone, tablet, etc.), unless an Information Security Policy Exception/Waiver Request Form has been completed, submitted, and approved.

Restricted Electronic Messages Classification and Control

Email sent from the County's domain out through the public Internet must be encrypted if it contains restricted information in the body or attachment. Restricted information should not be placed into the subject line of the message.

Payment Card Information Classification and Control

Payment card information must be considered restricted when an individual's first name or first initial and last name are present in combination with account number, credit or debit card numbers, required security code, access code, or password that would permit access to an individual's financial account.

The Payment Card Industry – Data Security Standards (PCI DSS) comprise a minimum set of requirements for protecting cardholder data and may be enhanced by additional controls and practices to further mitigate risks, as well as local, regional, and sector statutes and regulations. Additionally, legislation or regulatory requirements may require specific protection of PII and/or other data elements (for example, cardholder name).

All payment card information stored and processed by the County or transmitted over County networks must be in compliance with the PCI-DSS. Storage of the full Primary Account Number (PAN) on County systems is prohibited.

All purchased (off the shelf) applications used to process payment card information must be compliant with the Payment Application Data Security Standard (PA-DSS).

Media Handling

Objective: **To prevent unauthorized disclosure, modification, removal, or destruction of data stored on media.**

Management of Removable Media

Procedures should be implemented for the management of removable media in accordance with the classification scheme adopted by KCIT.

Repair of Removable Media

Removable media should be sanitized prior to removing it from the County facilities for maintenance and repair.

Disposal of Removable Media

Removable media should be disposed of securely when no longer required, using KCIT approved procedures.

Physical Transfer of Removable Media

Removable media containing restricted data must be protected against unauthorized access, misuse, or corruption during transport.

Workstation Computing

Objective: **To prevent unauthorized disclosure, modification, removal, or destruction of data stored on user assigned processing devices.**

County Provided Workstation Computing Platforms

Workstation computing platforms, including laptops, should be physically protected against theft when left unattended. Workstation computing platforms should not store restricted data assets where it is not absolutely necessary to perform the specific job-related duties. Storage of restricted data assets on a workstation computing platform should have approval from the asset custodian for such storage. Restricted data assets that have been authorized to be stored on the local workstation should be encrypted while stored on the workstation computing platform.

Workstation Platform Reassignment

All workstation computing platforms, including all external storage devices, should be sanitized prior to being re-issued or re-purposed to another user.

Workstation Platform Disposal

Hard drives in workstation computing platforms, including all mobile storage devices and phones, should be sanitized using approved sanitization procedures, or destroyed prior to transfer or surplus of a processing device to an external entity.

Cloud & Hosting Services

Anyone acting on behalf of the County who wishes to use cloud or hosting services for County business must seek KCIT guidance and approval for cloud solutions prior to enabling cloud services. This is imperative due to the higher risk of security concerns and threats associated with cloud computing.

KCIT will perform conformity assessment activities that may include, but are not limited to, the review and approval of service level agreements, terms and conditions, privacy policies, monitoring services, accessibility, standards mapping, standardization gaps, and retention policies.

Physical and Environmental Security

Objective: **To prevent unauthorized physical access, damage, and interference to the County's information and information processing facilities.**

Physical Security Perimeter

All enterprise data processing facilities that process or store data classified or restricted should have multiple layers of physical security. Each layer should be independent and separate of the preceding and/or following layer(s).

All other processing facilities should have, at a minimum, a single security perimeter protecting it from unauthorized access, damage and/or interference.

Physical Entry Controls

Secure areas should be protected by appropriate entry controls to restrict access only to authorized personnel.

Securing Offices, Rooms, and Facilities

Physical security for offices, rooms, and facilities should be designed and applied commensurate with the classification and value of the data being handled or processed.

Protecting against External and Environmental Threats

Physical protection against natural disasters, malicious attacks, or accidents should be considered and incorporated in facility design, construction, and placement.

Working in Secure Areas

Procedures for working in secure areas should be created and implemented.

Delivery and Loading Areas

Access points such as delivery and loading areas and other points where unauthorized persons could enter the premises should be controlled, and if possible, isolated from information processing facilities.

Equipment

Objective: **To prevent loss, damage, theft, compromise of assets, or interruption to County operations.**

Equipment Siting and Protection

Equipment should be located in secured areas or protected to reduce the risks from environmental threats or hazards, and to reduce the opportunities for unauthorized access. Equipment located in areas where Knox County is unable to maintain a secure perimeter should be locked in a secured manner with access controlled by Knox County. Secured cabinets or facilities should support further segregation within KCIT organization based on role and responsibility.

Supporting Utilities

Infrastructure and related computing equipment should be protected from power failures and other disruptions by failures in supporting utilities.

Cabling Security

Power and telecommunications cable carrying data or supporting information services should be protected from interception, interference, or damage.

Equipment Maintenance

Equipment should be correctly maintained to ensure its continued availability and integrity.

Removal of Assets

All equipment, software, or information that is a part of KCIT operational systems or processes should not be taken off-site without the prior authorization from executive management or a designated representative and should be removed according to documented KCIT equipment transfer procedures.

Security of Equipment and Assets Off-Premises

Security should be applied to off-site assets, taking into account the different risks of working outside the County's premises.

Secure Disposal or Reuse of Data Processing Equipment

All data processing equipment including storage devices subject to transfer or reuse should be sanitized with KCIT's media reuse procedure or superseding state or federal requirements. Data processing equipment assets that are not subject to transfer or reuse should be destroyed in accordance with KCIT's media disposal procedures or in accordance with superseding state or federal requirements.

Unattended User Equipment

Users should ensure that unattended data processing equipment has appropriate protection.

Session Time Outs

All systems and devices owned and operated by or on behalf of Knox County should be configured to clear and lock the screen or log the user off the system after a defined period of inactivity. Sessions will be configured to time out after a minimum of 15 minutes of activity.

Clear Desk and Clear Screen Policy

All data classified as restricted must be stored in a locked cabinet or room when unattended. All data processing equipment that provides access to Information Processing Systems will be configured so that a screensaver, with password protection engaged, or other lock-down mechanisms that prevent unauthorized viewing of screen information or unauthorized access to the system will automatically be implemented if the system has been left unattended. Maximum inactivity interval for engaging screensaver or other lockdown mechanisms is 15 minutes.

All restricted computing platforms residing in non-secured facilities with attached displays should be oriented away from direct line of sight from unauthorized viewers.

Network Connectivity Security

Objective: **To protect the County's assets that are accessible by suppliers and vendors.**

Network Controls

Networks should be managed and controlled to protect information in systems and applications.

Security of Network Services

Security mechanisms, service levels, and management requirements of all network services should be identified and included in network services agreements, whether these services are provided in-house or outsourced.

Segregation in Networks

All enterprise network architectures operated by, or on behalf of, Knox County should be designed to support, at a minimum, separate public, "demilitarized" and private security zones based on role, risk, and sensitivity. Bridging between separate security zones is strictly prohibited. All access between

separate security zones should be controlled by a security mechanism configured to deny all access by default unless explicitly authorized and approved by KCIT.

Information Transfer

Objective: **To maintain the security of information transferred within network infrastructures managed by and on behalf of Knox County and with any external entity.**

Information Transfer Policies and Procedures

Formal transfer procedures, guidelines, and controls should be in place to protect the transfer of information through the use of all types of communication facilities.

Agreements on Data Transfer Policies

Agreements should address the secure transfer of business information between the County and external parties.

Electronic Messaging

Data involved in electronic messaging should be appropriately protected.

Internal Electronic Messages Control

Email and instant messages internal to the County's domain containing restricted data should be encrypted during transmission. Restricted information should not be placed into the subject line of email or as any part of instant message.

External Electronic Messages Control

Email sent through the public Internet must be encrypted if it contains restricted information in the body or attachment of the email. Restricted information should not be placed into the subject line of the message.

Electronic Messaging Management

All electronic messages created, sent, or received in conjunction with the transaction of official business should use the County's approved gateway(s) to communicate via the Internet.

Confidentiality or Non-Disclosure Agreements

When exchanging or sharing information classified as restricted with external parties that are not already bound by a contract confidentiality clause or a non-disclosure agreement, one should be established between the owner of the data and the external party.

Note: Departments should work with Knox County legal counsel to ensure proper language is used.

Mobile Device Security Policy

Objective: **To extend the County's security posture to the mobile workforce.**

Mobile Device Policy

All Knox County owned mobile devices that connect to KCIT managed data or infrastructure should be managed by the County's enterprise mobile device management solution or the County's enterprise configuration manager, as funding allows, and should comply with appropriate mobile device usage policies as required by state or federal statute or regulation.

Alternate Work Space

Alternate Work Space (AWS) users should comply with the appropriate AWS policies as required by state or federal statute, regulation, or state, county, or department policy, procedures and/or guidelines.

External Party Security

Objective: **To protect the County's assets that are accessed, processed, communicated to, or managed by external parties, suppliers, or vendors. This includes any external party who has access to physical data processing facilities, logical access to County data processing systems via local or remote access, or access via another external party into the County's data processing facilities.**

Information Security Policy for External Party Relationships

Information and physical security requirements for mitigating the risks associated with supplier or vendor access to the County's assets should be agreed upon in writing with the external party. All external parties must agree in writing to comply with all applicable information security policies, third party connectivity agreements, executive orders, standards, controls, and regulations.

Identification of Risk

Risk involving external parties should be identified and proper controls implemented prior to the granting of access to any County information, information technology asset or information processing facilities.

Addressing Security within External Party Agreements

All relevant information security requirements should be established and agreed upon with each supplier or vendor that may access, process, store communicate any County data as well as access, process, store, communicate, or provide IT infrastructure components for the County's processing systems or infrastructure.

Reporting of Security Incidents

External Party Agreements will require external parties to report perceived security incidents that may impact the confidentiality, integrity, or availability of County data immediately.

Subcontractor Requirements

Primary external parties should require their subcontractors to abide by the County's policies and security requirements, if applicable.

Addressing Security for Access to Citizen Data

Risk involving external party access to citizen data should be identified and proper controls implemented prior to the granting of access to any County citizen data. Appropriate controls should be agreed upon, documented in external party agreements, and implemented prior to the granting of access to any citizen data.

System Acquisition, Development, and Maintenance

Objective: **To verify that information security is an integral part of information systems through its life cycle. This includes application infrastructure, vendor applications, inhouse development, and user-developed applications and information systems which provide services over public networks or the County's internal network.**

Security Requirements of Information Systems

Security requirements should be identified and documented as part of the overall business case for new information systems and for enhancement to existing information systems and should be included early and continuously throughout the lifecycle of the application, including, but not limited to the conception, design, development, testing, implementation, maintenance, and disposal phases.

Securing Application Services on Public Networks

Information involved in application services passing over public networks should be protected from fraudulent activity and unauthorized disclosure or modification.

Protecting Application Services Transactions

Information involved in application service transactions should be protected to prevent incomplete transmission, misrouting, unauthorized message alteration, unauthorized disclosure, unauthorized message duplication or reply.

Information Security in Project Management

Information security should be addressed at project initiation and throughout the lifecycle of the project.

Security in Development and Support Processes

Objective: **To confirm that information security is designed and implemented within the development lifecycle of information systems.**

Security Requirements of Information Systems

Requirements, rules, and guidelines for the development of software and systems should be established and applied to all systems development.

Security in Application Systems Development

Input validation, authentication, and authorization should be included in the design, development, and implementation of applications.

Input and Data Validation

Applications should not pass raw input to other processes including, but not limited to, other applications, web services, application servers, and databases. Non-legacy applications should use parameterized queries or stored procedures, and not dynamic SQL statements, when processing user input.

Output Data Validation

Applications should not echo input back to the user or disclose information about the underlying system through error messages.

Application Authorization

Applications that provide access to restricted information in databases or from network shares should perform user authentication.

Inter-process Message Authentication

Inter-process message authentication should be used to verify that a message originated from a trusted source and that the message has not been altered transmission.

Control of Internal Processing

Security controls should be included to prevent corruption due to processing errors or deliberate acts.

Change Control Procedures

Changes to systems or applications within the development lifecycle should be controlled by the use of formal change control procedures.

Technical Review of Applications after Operating Platform Changes

When operating platforms or applications are changed, business critical applications should be reviewed and tested to verify there is no adverse impact on organizational operations or security.

Restrictions or Changes to Software Packages

Modifications to software packages should be limited to necessary changes, and all changes should be strictly controlled.

Secure System Engineering Principles

Principles for engineering secure systems should be established, documented, maintained, and applied to any information system implementation efforts.

Secure Development Environment

Organizations should establish and appropriately protect secure development environments for system development and integration efforts that cover the entire system development lifecycle.

Outsourced Development

Outsourced system development should be monitored and supervised to ensure the County's policies and practices are followed and to confirm appropriate security controls are in place. This is applicable for KCIT and any other departments within the County that develop applications.

System Security Testing

Testing of security functionality should be carried out during development. Applications should be tested periodically throughout their respective lifecycles, at each major version release, and prior to assigning public IP addresses or being moved or promoted into the production environment.

System Acceptance Testing

Acceptance testing program and related criteria should be established for new information systems, upgrades, and new versions.

Protection of Test Data

Test data should be selected carefully, protected, and controlled.

Business Continuity Management

Objective: **To maintain the availability of critical systems and infrastructure with the continued ability to provide services in the event of a crisis or disaster.**

Planning Information Systems Continuity

KCIT should determine its requirements for the continuity of information management systems in adverse situations, e.g. during a crisis or disaster. County departments are encouraged to communicate the criticality of operation information systems to KCIT and engage in disaster recovery exercises.

Business Impact Analysis

KCIT should perform a Business Impact Analysis (BIA) to identify systems and infrastructure that are critical to County operations and services to citizens, other departments, and agencies, as well as regulatory bodies.

Critical Applications

Systems including Infrastructure components, applications, and security systems identified as critical in the BIA will be recovered in accordance with the BIA and documented system recovery strategy.

Non-Critical Applications

Infrastructure components and applications identified as non-critical in the BIA will be recovered on a best-effort basis. The components and applications listed as non-critical should have an explanation in the BIA justifying their low importance and demonstrating how the loss of their associated functionality will be acceptable during an event or how a manual workaround can be implemented.

Implementing Information Systems Continuity

KCIT should establish, document, implement, and maintain processes, procedures, and controls in disaster recovery plans to make sure the required level of business continuity for all systems during an adverse situation are considered and addressed.

Verify, Review, and Evaluation Information Systems Continuity

KCIT, vendors, and/or contractors who operate on behalf of the County should verify they established and implemented information systems continuity controls at regular intervals in order to ensure that they are valid and effective during adverse situations.

Redundancies

Objective: **To attain availability of information processing facilities.**

Availability of Information Processing Facilities

Information processing facilities should be implemented with redundancy sufficient to meet availability requirements.

Verify, Review, and Evaluate Information Systems Continuity

BIAs and a sample of critical applications should be tested within every 365 days as a part of a scheduled disaster recovery exercise, as a tabletop exercise, or prior to go live exercise.

Information Security Incident Management

Objective: **To create a consistent and effective approach to the management of information security incidents, including communication on security events and weaknesses.**

Responsibilities and Procedures

KCIT will establish a Security Incident Response Team (SIRT). The SIRT will ensure that the County can efficiently and effectively communicate information security incidents to the proper stakeholders and respondents of the County. The SIRT members will be appointed based on their position and capabilities within the organization and their responsibilities communicated clearly.

Reporting Information Security Events

Information security events should be reported through appropriate channels using the Knox County Cyber Incident Response Plan (CIRP).

Data Breach and Disclosure

Anyone that discovered a breach of the information security controls set forth in this document which results in disclosure of unencrypted "personal information" about persons to unauthorized third parties must provide disclosure in accordance with TCA 47-18-2107 or any other applicable state and/or federal statute or regulations).

Reporting Information Security Weakness

Employees, outsourced employees, and any users using the County's information systems and services are required to note and report any observed or suspected information security weaknesses in systems or services to KCIT.

Assessment of and Decision on Information Security Events

Information security events should be assessed, and a determination should be made on whether to classify the event as an incident in accordance with the CIRP.

Response to Information Security Incidents

Information security incidents will be managed in accordance with the documented procedures in the KCIT Incident Response, Alerting, and Communication Plan.

Learning from Information Security Incidents

Knowledge gained from analyzing and resolving information security incidents should be used to reduce the likelihood or impact of future incidents.

Collection of Evidence

The County should define and apply procedures for the identification, collection, acquisition, and preservation of information, which can serve as evidence.

Cryptography

Objective: **To achieve proper and effective use of cryptography to protect the confidentiality and integrity or data owned or managed by or on behalf of the County. Restricted information must be encrypted by the use of valid encryption processes for data at rest and in motion as required by state or federal statute or regulation. This includes but is not limited to sensitive information stored on mobile devices, removable drives, and laptop computers.**

Use of Cryptographic Controls

Cryptographic controls should be based on the classification and criticality of the data. In deciding what strength and type of control to be deployed, both stand-alone and enterprise level encryption solutions should be considered. Attention should be given to regulations, national restrictions (e.g. export controls) that may apply to the use of cryptographic techniques.

Transmission Confidentiality

Information systems should protect the confidentiality of transmitted information. The County will employ mechanisms to recognize changes to information during transmission unless otherwise protected by alternative physical measures.

Cryptographic Module Authentication

Information systems must use mechanisms for authentication to a cryptographic module that meet the requirements of application federal statutes, state statutes, Executive Orders, directives policies, regulations, standards, and guidance for such authentication. The list of cryptographic modules in use will be compared to the list of NIST validated cryptographic modules at least quarterly ensure compliance.

Information systems will obtain, and issue supported public key and Transport Layer Security (TLS) certificates from an approved service provider. This control focuses certificates with visibility external to the internal system operations, for example, application-specific time services. Secure Socket Layer (SSL) protocol must be disabled on all devices.

Key Management

A secured environment should be established to protect the cryptographic keys used to encrypt and decrypt information. Cryptographic key management and establishment will be performed using automated mechanisms with supporting manual procedures. Keys should be security distributed and stored. Access to keys should be restricted only to individuals who have a business need to access them. All access to cryptographic keys requires authorization and should be documented. Compromise of a cryptographic key would cause all information encrypted with that key to be considered unencrypted.

Technical and Vulnerability Management

Objective: **To prevent exploitation and technical vulnerabilities.**

Management of Technical Vulnerabilities

Information about technical vulnerabilities on information systems and supporting infrastructure should be obtained in a timely fashion, evaluated for exposure and risk to the County, and appropriate measures implemented to address the associated risk.

Restrictions on Software Installation

Users should not install software that has not been approved by KCIT and their supervisor.

Information Systems Audit Controls

In order to minimize the impact of audit activities on operational systems, audit requirements and activities involving verification of operational systems should be carefully planned and agreed upon in advance to minimize disruptions to business processes.

Policy Name		Document Reference Number: KCIT.SMP.1
Information Security Management Policy	**Version #**	1
	Signed **Signed**	Zack Webb _____
	Approval Date	February 22, 2021
	Implementation Date	February 22, 2021
	Last Reviewed by County Commission	February 22, 2021

RLA-18619 **28.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026
Requested By:	Chris Caldwell, FINANCE DEPARTMENT
Department:	FINANCE 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, regarding the issuance of not to exceed One Hundred Fifty-Five Million Dollars ($155,000,000) General Obligation Bonds of Knox County, Tennessee. **(DEFERRED FROM JULY AT REQUEST OF SPONSOR)**

(County Mayor and Finance)

Attachments

Resolution

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, REGARDING THE ISSUANCE OF NOT TO EXCEED TWO HUNDRED SEVENTY-FIVE MILLION DOLLARS ($275,000,000) GENERAL OBLIGATION BONDS OF KNOX COUNTY, TENNESSEE.

RESOLUTION: **R-26-7-806**

REQUESTED BY: **COUNTY MAYOR AND FINANCE DEPARTMENT**

PREPARED BY: **BASS, BERRY & SIMS PLC KNOXVILLE, TN**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____

DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, the Board of County Commissioners of Knox County, Tennessee (the "County") has determined that it is necessary and advisable to borrow funds and incur indebtedness for certain public works projects as more fully set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Knox County, Tennessee, for the purpose of providing funds for (i) constructing, improving, repairing, renovating and equipping of courtroom, corrective and detention facilities, schools and other educational facilities, libraries, stormwater drainage facilities, technology equipment, parking facilities, parks and recreation facilities and other public buildings, including any equipment required therefor; (ii) constructing and improving roads, streets, bridges and highways; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to all of the foregoing (collectively, the "Projects"); (iv) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and (v) payment of costs incident to the issuance of the bonds authorized herein, there shall be issued bonds, in one or more emissions, of said County in the aggregate principal amount of not to exceed $275,000,000, which shall bear interest at a rate or rates not to exceed six percent (6.00%) per annum, and which shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County.

BE IT FURTHER RESOLVED by the Board of County Commissioners of Knox County, Tennessee that the County Clerk be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed $275,000,000 general obligation bonds to be published in full in a newspaper having a general circulation in the County, for one issue of said paper followed by the statutory notice:

N O T I C E

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the County shall have been filed with the County Clerk protesting the issuance of the bonds, such bonds will be issued as proposed.

Sherry Witt, County Clerk

This Resolution shall be in immediate effect from and after its adoption, the public welfare requiring it.

Adopted and approved this 27th day of July, 2026.

_____

Presiding Officer on the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

CERTIFICATE OF COUNTY CLERK

I, Sherry Witt, certify that I am the duly qualified and acting County Clerk of Knox County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on July 27, 2026; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to an initial resolution for not to exceed $275,000,000 indebtedness of the County.

WITNESS my official signature of said County on this the _____ day of _____, 2026.

_____
County Clerk

51172960.3

RLA-18620 **29.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026
Requested By:	Chris Caldwell, FINANCE DEPARTMENT
Department:	FINANCE 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, authorizing the issuance of General Obligation Bonds of Knox County, Tennessee in the aggregate principal amount of not to exceed $155,000,000, in one or more series; making provision for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds. **(DEFERRED FROM JULY AT REQUEST OF SPONSOR)**

(County Mayor and Finance)

Attachments

Resolution

RESOLUTION

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF KNOX COUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $275,000,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

RESOLUTION: **R-26-7-807**

REQUESTED BY: **COUNTY MAYOR AND FINANCE DEPARTMENT**

PREPARED BY: **BASS, BERRY & SIMS PLC KNOXVILLE, TN**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____

DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes Knox County, Tennessee (the "County"), by resolution of the Board of County Commissioners, to issue and sell bonds for the purpose of providing funds for (i) constructing, improving, repairing, renovating and equipping of courtroom, corrective and detention facilities, schools and other educational facilities, libraries, stormwater drainage facilities, technology equipment, parking facilities, parks and recreation facilities and other public buildings, including any equipment required therefor; (ii) constructing and improving roads, streets, bridges and highways; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to all of the foregoing (collectively, the "Projects"); (iv) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and (v) payment of costs incident to the issuance of the bonds authorized herein; and

WHEREAS, the Board of County Commissioners of the County hereby determines that it is necessary and advisable to issue general obligation bonds, in one or more series, for the purpose of financing the Projects and the foregoing described costs; and

WHEREAS, the Board of County Commissioners of the County did adopt on the date hereof an initial resolution (the "Initial Resolution") authorizing the issuance of not to exceed $275,000,000 general obligation bonds for the purposes described above; and

WHEREAS, the Initial Resolution, together with the notice required by Section 9-21-206, Tennessee Code Annotated, as amended, will be published as required by law; and

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing not to exceed $275,000,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Knox County, Tennessee, as follows:

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means the not to exceed $275,000,000 General Obligation Bonds of the County, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof.

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds.

(c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(d) "County Mayor" shall mean the County Mayor of the County.

(e) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

(f) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

(g) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

(h) "Municipal Advisor" for the Bonds authorized herein means Cumberland Securities Company, Inc., Knoxville, Tennessee.

(i) "Projects" means (i) constructing, improving, repairing, renovating and equipping of courtroom, corrective and detention facilities, schools and other educational facilities, libraries, stormwater drainage facilities, technology equipment, parking facilities, parks and recreation facilities and other public buildings, including any equipment required therefor; (ii) constructing and improving roads, streets, bridges and highways; and (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to all of the foregoing.

(j) "Registration Agent" means the registration and paying agent appointed by the County Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the County has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy.

(b) The Governing Body finds that the Municipal Advisor has provided the Governing Body with sufficient information regarding the estimated interest expense relating to the Bonds and costs of issuance of the Bonds for the Governing Body to make an informed decision in connection with the issuance of the Bonds in compliance with the County’s Debt Management Policy.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance, in whole or in part, the cost of the Projects and costs incident thereto; reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the County in the aggregate principal amount of not to exceed $275,000,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as "General Obligation Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the County Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed six percent (6.00%) per annum, payable (subject to the adjustments permitted hereunder) semi-annually on June 1 and December 1 in each year, commencing June 1, 2027. The Bonds shall be issued initially in $5,000

denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. The Bonds shall mature serially or be subject to mandatory redemption and shall be payable on June 1 of each year, subject to prior optional redemption as hereinafter provided and subject to adjustment as provided herein, maturing not later than twenty-five years after the date of issuance of each series of Bonds. The final principal payment schedule shall be established by the County Mayor pursuant to Section 8 hereof, taking into account the overall debt service commitments of the County, and in approving such payment schedule for any series of Bonds, the County Mayor may delay principal payments as to any series up to five (5) fiscal years after the issuance of such series.

(b) Subject to the adjustments permitted under Section 8 hereof, Bonds of each in the ninth (9^{th}) fiscal year after such series is issued shall be subject to redemption prior to maturity at the option of the County on the June 1st and thereafter, as a whole or in part at any time, at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to the terms hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. Any Term Bonds to be redeemed within a single maturity shall be selected in the manner described above with respect to the partial optional redemption of a single maturity of the Bonds.

At its option, to be exercised on or before the forty-fifth (45^{th}) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45^{th}) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and

confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of any call for redemption shall be given by the Registration Agent on behalf of the County not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The Governing Body hereby authorizes and directs the County Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed or the Registration Agent for the Bonds to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations

of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least $1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment included therein completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in $5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the

County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the signature of the County Mayor and the attestation of the County Clerk.

(j) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) to the extent permitted by the rules of DTC, the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the County shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. If the

purchaser(s) certifies that it intends to hold the Bonds for its own account, then the County may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(l) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(m) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriate completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED
Number ____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF KNOX
GENERAL OBLIGATION BONDS, SERIES 202__

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, Knox County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on June 1, 202__, and semi-annually thereafter on the first day of June and December in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the designated trust office of _____, _____, _____, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of and premium, if any, on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in $5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on

the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) to the extent permitted by the rules of DTC, the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing June 1, _____ and thereafter shall be subject to redemption prior to maturity at the option of the County on June 1, _____ and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected in the manner described above with respect to the partial optional redemption of a single maturity of the

Bonds. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

Final Maturity	Redemption Date	Principal Amount of Bonds Redeemed

*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and it notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the designated trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating $_____ and issued by the County for the purpose of providing funds for (i) constructing, improving, repairing, renovating and equipping of courtroom, corrective and detention facilities, schools and other educational facilities, libraries, stormwater drainage facilities, technology equipment, parking facilities, parks and recreation facilities and other public buildings, including any equipment required therefor; (ii) constructing and improving roads, streets, bridges and highways; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to all of the foregoing; (iv) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and (v) payment of costs incident to the issuance of the Bonds, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the Board of County Commissioners of the County on July 27, 2026 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Mayor and attested by its County Clerk as of the date hereinabove set forth.

KNOX COUNTY, TENNESSEE

By:___FORM ONLY – DO NOT SIGN_____
_____
County Mayor

ATTESTED:

FORM ONLY – DO NOT SIGN_____
County Clerk

Transferable and payable at the
designated trust office of: _____
_____, _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

_____
Registration Agent

By:_____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____ _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of Knox County, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated:_____

_____
_____
NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent

Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to the levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than 98.0% of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with the Municipal Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an Internet bidding service as shall be determined by the County Mayor, in consultation with the Municipal Advisor.

(b) If the Bonds are sold in more than one series, the County Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(c) The County Mayor is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than June 1, 2027, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) establish and adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each series shall not be later than the twenty-fifth (25^{th}) fiscal year after each such series is issued.

(5) adjust or remove the County's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and

(7) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(d) The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the County Mayor shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The County Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.

(f) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds.

(g) No Bonds shall be issued until publication of the Initial Resolution in a newspaper of general circulation in the County and the passage of twenty (20) days from the date of publication thereof, and in no event shall the Bonds be issued if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such 20-day period.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as follows:

(a) all accrued interest, if any, shall be deposited to the appropriate fund of the County to be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds; and

(b) the remainder of the proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the Project Fund (with a separate account for each series of Bonds) (the "Project Fund"), or

such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The County shall disburse funds in the Project Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Project Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the County for any funds previously expended for costs of the Projects. Money in the Project Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Project Fund. Money in the Project Fund shall be invested at the direction of the Finance Director in such investments as shall be permitted by applicable law to the extent permitted by applicable law.

Section 10. Official Statement. The officers of the County, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the County, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the County, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The County Mayor and the County Clerk, or either of them, are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

Section 11. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined,

the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice); or

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or obligations of any agency or instrumentality of the United States, which obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 12. Federal Tax Matters Related to the Bonds.

(a) The County intends that the Bonds will be issued as tax-exempt bonds under the Code. If so issued, the County hereby covenants that it will take all such actions as are necessary under the Code so that the Bonds will qualify and continue to qualify for such tax-exemption, including, without limitation, not permitting the use of any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". The County further covenants that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the

office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

(c) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds and to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

Section 13. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor is authorized to execute at the Closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 14. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Project within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, is greater than the term of the Bonds authorized herein.

Section 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

This Resolution shall be in immediate effect from and after its adoption, the public welfare requiring it.

Adopted and approved this 27th day of July, 2026.

_____

Presiding Officer on the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

CERTIFICATE OF COUNTY CLERK

I, Sherry Witt, certify that I am the duly qualified and acting County Clerk of Knox County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on July 27, 2026; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed $275,000,000 general obligation bonds of the County.

WITNESS my official signature of said County on this the _____ day of _____, 2026.

_____
County Clerk

51175052.3

RLA-18710 **30.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
Requested By:	Jill Rosberg, LAW DEPARTMENT		
Department:	FINANCE 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, authorizing a Fifth Amendment to Development Agreement between Knox County and BNA Associates, LLC and Americana Knoxville, LLC relating to the Andrew Johnson Building.
(County Mayor and Finance)

Attachments

DRAFT Resolution
Fifth Amendment

RESOLUTION

RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AUTHORIZING A FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN KNOX COUNTY AND BNA ASSOCIATES, LLC AND AMERICANA KNOXVILLE, LLC RELATING TO THE ANDREW JOHNSON BUILDING

RESOLUTION: R-_____-_____-_____

REQUESTED BY: FINANCE DEPARTMENT

PREPARED BY: BASS, BERRY & SIMS PLC
KNOXVILLE, TN

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County, Tennessee (the "County") issued a Request for Proposal #2452 (as supplemented by addenda, the "RFP") to purchase and develop certain property known as the Andrew Johnson Building and located at 912 South Gay Street, Knoxville, Tennessee, consisting of the parcel identified as Tax Map 095I, Group D, Parcel 003 (such parcel with all improvements existing thereon being referred to herein as the "Property"); and

WHEREAS, BNA Associates, LLC, a Tennessee limited liability company (the "BNA"), submitted a proposal dated July 13, 2017 (the "Proposal") in response to the RFP, which Proposal included the development of hotel, apartments and retail facilities (the "Project"), and BNA's Proposal was determined by the County to be the most responsive to the RFP; and

WHEREAS, in order to facilitate the orderly development of the Property in accordance with the Proposal, the County entered into a Development Agreement (the "Development Agreement") between the

County and BNA dated as of December 21, 2020, as amended by that First Amendment to Development Agreement dated as of March 1, 2021, that Second Amendment to Development Agreement dated as of October 5, 2021, that Third Amendment to Development Agreement dated as of March 10, 2022, and that Fourth Amendment to Development Agreement dated as of June 28, 2022 (collectively, the "Development Agreement"); and

WHEREAS, BNA assigned its interest in the Development Agreement to Americana Knoxville, LLC, an affiliate of BNA, and the Property was conveyed by the County to Americana pursuant to a Quitclaim Deed with Possibility of Reverter dated August 1, 2022, that is recorded in the Register's Office of Knox County, Tennessee as Instrument No. 202208020007853; and

WHEREAS, the County, BNA and Americana desire to amend the Development Agreement to extend the date by which the BNA and Americana will commence construction of improvements to the Project until December 31, 2026, and to make other changes to the Development Agreement relating thereto; and

WHEREAS, the Commission (the "Commission") of the County desires to authorize the appropriate representatives of the County to execute and deliver a Fifth Amendment to Development Agreement (Andrew Johnson Building) (the "Fifth Amendment"), for such purposes.

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

Section 1. The Commission hereby approves the execution and delivery on behalf of the County of the Fifth Amendment in the form submitted to Commission at the time of consideration of this Resolution.

Section 2. The Commission hereby authorizes and directs the Mayor of the County to execute and to deliver to the BNA and Americana the Fifth Amendment.

Section 3. 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.

Section 4. 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

FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT
(ANDREW JOHNSON BUILDING)

THIS FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT (ANDREW JOHNSON BUILDING) (this "Amendment") is made as of August 31, 2026, between **KNOX COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee (the "County"), and **BNA ASSOCIATES, LLC**, a Tennessee limited liability company ("BNA") and **AMERICANA KNOXVILLE, LLC**, a Tennessee limited liability company ("Americana" and collectively with BNA, "Developer").

RECITALS:

The County and BNA entered into that certain Development Agreement (Andrew Johnson Building) dated as of December 21, 2020; as amended by that First Amendment to Development Agreement (Andrew Johnson Building), dated as of March 1, 2021; as amended by that Second Amendment to Development Agreement (Andrew Johnson Building), dated as of October 5, 2021; as amended by that Third Amendment to Development Agreement (Andrew Johnson Building), dated as of March 10, 2022; and as amended by that Fourth Amendment to Development Agreement (Andrew Johnson Building), dated as of June 28, 2022 (collectively, the "Agreement"), in which Developer agreed to acquire and redevelop certain property known as the Andrew Johnson Building (the "Property") as is more particularly described therein.

BNA assigned its interest in the Development Agreement to Americana, as an affiliate of BNA, and the County conveyed the Property to Americana by Quitclaim Deed with Possibility of Reverter dated August 1, 2022, that is recorded in the Register's Office of Knox County, Tennessee as Instrument No. 202208020007853 (the "Deed").

The parties wish to amend the Agreement to extend the deadline for commencement of construction of the redevelopment of the Andrew Johnson Building (the "Project"), provide for an additional Event of Default, and for other related purposes as set forth in further detail herein.

AGREEMENT:

NOW, **THEREFORE**, in consideration of the sum of $1.00 cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Recitals; Definitions**. The parties acknowledge and agree that the foregoing recitals are true and correct in all respects and are incorporated herein by this reference. Capitalized terms used but not defined herein shall have the meaning given to such terms in the Agreement or the Purchase and Sale Agreement referenced therein.

2. **Amendment to Section 6**. The first sentence of Section 6 of the Agreement is hereby amended and restated as follows:

> 6. Commencement of Construction. Developer shall commence construction of the Project no later than December 31, 2026.

3. **Amendment to Section 10(a)**. Section 10(a) of the Agreement is hereby amended and restated as follows:

10. Default by Developer. An Event of Default shall be deemed to have occurred hereunder if:

a. Except as is provided in subsection (f) below, Developer breaches any agreement, covenant or condition made in this Agreement (and Developer shall fail to cure the same within thirty (30) days after written notice thereof by the County; provided that if the breach concerns a covenant (other than a covenant relating to the timing of the completion of the Project) that cannot reasonably be cured within the thirty (30) day period and Developer commences the cure and continues to diligently and timely cure such breach, then no breach shall be deemed to occur so long as the breach is cured within a ninety (90) day period after the County's notice;

4. **Amendment to Section 10**. The following subsection (f) shall be added to Section 10 of the Agreement:

f. Developer shall fail to commence construction of the Project by December 31, 2026, as provided in Section 6 (which failure shall not be subject to any cure rights provided herein).

5. **Deed-in-Lieu of Foreclosure**. The County's obligations under this Amendment and the effectiveness of this Amendment shall be subject to and conditioned upon the Developer providing to the County within thirty (30) days of the date of this Amendment an agreement pursuant to which Developer agrees for the benefit of its Mortgagee (as defined in the Deed) to immediately convey the Property to the Mortgagee upon an Event of Default under Section 10(f) of the Development Agreement pursuant to a deed in lieu of foreclosure. Such agreement shall provide that a deed in lieu of foreclosure shall be held in escrow by or on behalf of the Mortgagee from the date of execution of such agreement until the earlier of (i) when Developer has commenced construction of the Project (in which case the deed in lieu of foreclosure shall be returned to Developer) or (ii) December 31, 2026, in which case such deed in lieu of foreclosure shall be immediately recorded upon notice by the County to the Mortgagee that commencement of construction of the Project has not occurred. The County shall be an express third-party beneficiary of such agreement.

6. **Miscellaneous**.

A. Effect and Ratification. Except as expressly amended or supplemented hereby, the Agreement shall remain in full force and effect without change and is hereby ratified and confirmed.

B. Counterpart Execution; Electronic Copies. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement, and the signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. Electronically transmitted copies of original signatures of any of the parties hereto shall be binding as if they were original signatures.

C. Governing Law. This Amendment shall be governed and construed in accordance with the laws of the State of Tennessee without regard to any applicable principles of conflicts of law. Venue for any action arising out of this Amendment shall be exclusively in Chancery and Circuit Courts of Knox County, Tennessee.

D. Entire Agreement; Amendments. The Agreement and the Exhibits attached thereto, as amended and supplemented by this Amendment, set forth all of the promises, covenants,

agreements, conditions, and undertakings between and among the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements, and conditions, express or implied, oral or written, except as contained herein. No extension, alteration, modification, or other amendment of or to the Agreement shall be valid or binding unless made in writing and signed by all parties hereto.

E. Headings. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Amendment or in any way affect its provisions.

[*Remainder of page intentionally left blank; signatures on following page*]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed on the date first above written.

COUNTY:

KNOX COUNTY, TENNESSEE

By:_____
Glenn Jacobs, Mayor

APPROVED AS TO FORM:

By:_____
Law Director

Contract No.: _____

Date: _____

DEVELOPER:

BNA ASSOCIATES, LLC

By:_____
Philip Welker, Managing Member

AMERICANA KNOXVILLE, LLC

By: BNA Associates, LLC
Its: Manager

By: _____
Philip J. Welker, Manager

RLA-18708 **31.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
Requested By:	Jill Rosberg, LAW DEPARTMENT		
Department:	FINANCE 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, approving the North Waterfront Redevelopment Plan prepared by Knoxville's Community Development Corporation.
(County Mayor and Finance)

Attachments

Draft Resolution
Development Plan

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE APPROVING THE NORTH WATERFRONT REDEVELOPMENT PLAN PREPARED BY KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION: **R-_____-_____-_____**

REQUESTED BY: **COUNTY MAYOR AND FINANCE DEPARTMENT**

PREPARED BY: **BASS, BERRY & SIMS PLC KNOXVILLE, TN**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____

_____

DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

_____

WHEREAS, the County Commission (the "Governing Body") of Knox County, Tennessee (the "County"), has met pursuant to proper notice; and

WHEREAS, Knoxville's Community Development Corporation ("KCDC"), as the housing and redevelopment authority for the City of Knoxville, Tennessee, has prepared the North Waterfront Redevelopment Plan (the "Redevelopment Plan") to facilitate the redevelopment of the corridor along Neyland Drive between Kingston Pike and the Henley Street Bridge and adjacent to Second Creek to Cumberland Avenue (the "Redevelopment Area"); and

WHEREAS, the City Council of the Cit of Knoxville has approved the Redevelopment Plan; and

WHEREAS, the form of the Redevelopment Plan has been presented to the Governing Body with this Resolution; and

WHEREAS, the Redevelopment Plan authorizes tax increment financing to finance improvements within the Redevelopment Area; and

WHEREAS, KCDC conducted a public hearing with respect to the Redevelopment Plan on July 29, 2026, and KCDC did not receive any comments in opposition to the Redevelopment Plan; and

WHEREAS, the County has determined that approval of the Redevelopment Plan is in the best interest of the residents of the County

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Knox County, Tennessee, as follows:

Section 1. The Governing Body hereby approves the North Waterfront Redevelopment Plan.

Section 2. The officers of the County are hereby authorized and directed to take such actions as are appropriate and necessary to comply with the terms of the Redevelopment Plan.

Section 3. The County Clerk is hereby directed to file a copy of the Redevelopment Plan with the minutes of this meeting.

Section 4. 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.

Section 5. 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 on the Commission Date

County Clerk Date

Approved: County Mayor Date

Vetoed: County Mayor Date

NORTH WATERFRONT REDEVELOPMENT PLAN

INTRODUCTION

The Tennessee riverfront area along Neyland Drive from its intersection with Kingston Pike to the Henley Street Bridge and adjacent areas represents a unique and transformative opportunity for redevelopment within the City of Knoxville (the "City"). Despite this area's prominent location, much of the area is currently utilized as surface parking and transportation infrastructure or is underutilized land that is activated primarily during major athletic and special events. These conditions limit the area's ability to contribute to the City's economic vitality. The redevelopment of this corridor will require significant infrastructure investment throughout the area. Infrastructure improvements in this area will improve the physical connections between the University of Tennessee ("UT" or the "University"), the City's riverfront, World's Fair Park, and downtown Knoxville, while setting the stage for collaboration between UT and the private sector.

Recognizing the significant potential benefits to the City, Knox County (the "County") and the region from the redevelopment of this area, the City Council of the City has requested Knoxville's Community Development Corporation ("KCDC"), as the redevelopment authority of the City, to prepare this Redevelopment Plan (this "Plan") pursuant to Tennessee Code Annotated §13-20-203(b) and other applicable laws. The purpose of this Plan is to establish a framework for the coordinated redevelopment of the Redevelopment Area (as defined below) into a mixed-use innovation district that supports economic development, enhances public infrastructure and connectivity, improves public access to the riverfront, and promotes the efficient use of land.

The Redevelopment Area covered by this Plan (the "Redevelopment Area" or "Area") generally includes the land along Neyland Drive, extending to the intersection of Neyland Drive with Kingston Pike and extending along the river to the Henley Street Bridge overpass and also encompassing the area bordering Second Creek between Neyland Drive and Cumberland Avenue to include the Maplehurst area.

AREA HISTORY AND CONTEXT

The lands adjacent to Neyland Drive and the Tennessee River have historically functioned as a transition zone between the University of Tennessee campus and the industrial sites that once lined the riverfront. Over time, this Area has evolved into a predominantly institutional landscape, shaped largely by university-related uses including athletic facilities, parking areas, utility services and support infrastructure. Because of the nature of use of the University's athletic facilities, including Neyland Stadium and Food City Center at Thompson-Boling Arena, the surrounding land uses have developed in a manner that prioritizes event-based activity over continuous, mixed-use development. As a result, large portions of the Redevelopment Area remain inactive outside of major events. Also, the riverfront portion of the Redevelopment Area has not been fully activated. In the 1990s, public improvements, including greenways, were made to the riverfront area and adjacent areas, and while these improvements were a significant step forward in opening the riverfront for public use, much of the riverfront area could benefit from further improvement.

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Three significant developments make the need to undertake the redevelopment of the Redevelopment Area particularly timely. First as part of UT's Master Plan, UT has indicated its desire for a portion of the Redevelopment Area bordering Second Creek between the riverfront and Cumberland Avenue to be redeveloped as an innovation district. This district, which would be known as Maplehurst Innovation District, introduces a new opportunity to diversify land uses within the Redevelopment Area by incorporating research, technology, and entrepreneurial activity. This District would also substantially improve connectivity between downtown Knoxville, World's Fair Park, and UT.

Second, the University has also approved the development of an entertainment district adjacent to Neyland Stadium that would primarily be located in the Redevelopment Area. The entertainment, hospitality, and residential uses resulting from this development would create a vibrant, year-round destination that complements both the University and downtown Knoxville. This UT led project presents a rare opportunity to reinvest in pedestrian and bicycle infrastructure along Neyland Drive, furthering public safety and access to the North Waterfront.

Finally, another significant component influencing the future of the Redevelopment Area is the planned Knoxville South Waterfront Bicycle and Pedestrian Bridge. In 2025, this project was awarded approximately $24.7 million in federal grant funding and, as of the date of adoption of this Plan, remains in the design phase. The proposed bridge will establish a direct connection between the University's campus and the City's South Waterfront. More specifically, the northern terminus of the bridge is anticipated to be located directly adjacent to the Food City Center at Thompson-Boling Arena. The implementation of this project is expected to have a transformative impact on the Redevelopment Area by significantly enhancing multimodal connectivity, improving access to the Tennessee River, and strengthening linkages between key destinations on both sides of the river. In doing so, the bridge will serve as a critical piece of infrastructure that supports increased redevelopment potential within the Redevelopment Area as well as along the South Waterfront, further advancing the City's long-term vision for a connected and activated riverfront corridor.

PLAN OBJECTIVES

This Plan is intended to guide redevelopment efforts within the Area in a manner that is consistent with the City's long-term planning goals and the UT's 2023 Master Plan. This Redevelopment Plan establishes a cohesive framework for redevelopment that allows for the coordinated planning and implementation of multiple, interrelated projects within the Redevelopment Area. By addressing the Area as a unified district rather than a series of isolated projects, the Plan is designed to ensure that public and private investments are aligned, mutually supportive, and implemented in a manner that maximizes long-term economic and community benefit. Proactive and coordinated infrastructure planning will make growth in the area more manageable.

The primary objectives of the Plan include facilitating the redevelopment of underutilized land into a cohesive, mixed-use district, promoting economic development through the creation of a premier entertainment district, and supporting the establishment of the Maplehurst Innovation District as a center for research, technology, and entrepreneurship. In addition, the Plan provides a structure through which these major catalytic projects along

with the Knoxville South Waterfront Bicycle and Pedestrian Bridge, can be planned and advanced concurrently. This coordinated approach is intended to ensure that infrastructure improvements, land use decisions, and development timing are integrated in a manner that enhances the overall functionality and identity of the Area.

Additional objectives include improving connectivity between the UT campus, downtown Knoxville, and the Tennessee River through a comprehensive network of pedestrian, bicycle, and vehicular infrastructure; enhancing the public enjoyment of the Area through the creation of additional open spaces, riverfront amenities, and pedestrian-oriented design; prioritizing the preservation and adaptive reuse of unique historic structures where feasible; and supporting strategic public investment in infrastructure necessary to accommodate future growth. This Plan further seeks to provide the flexibility necessary to phase development over time while maintaining a consistent vision for the Redevelopment Area, thereby allowing multiple projects to proceed simultaneously or in sequence without compromising the overall cohesiveness of the district.

PROJECT AREA BOUNDARY AND EXISTING CONDITIONS

The Redevelopment Area is depicted on the map attached hereto as Exhibit A. A list of parcels included within the Redevelopment Area is attached as Exhibit B. The Redevelopment Area is hereby declared to be subject to this Plan.

The Redevelopment Area currently consists of a mix of institutional uses, surface parking, transportation and utility infrastructure, and limited open space. Much of the land is underutilized and lacks the intensity and diversity of uses necessary to support a vibrant urban environment.

Pursuant to applicable State law, particularly Tenn. Code Ann. § 13-20-202 and § 13-20-203, KCDC is authorized to undertake redevelopment projects and to establish a redevelopment area in which such projects are to be located. Under these statutes, redevelopment projects include installation and construction of public infrastructure necessary to redevelop the Area.

The underutilization of land in the Redevelopment Area and the prospect of high-level economic development make the Redevelopment Area appropriate for redevelopment under Tennessee law.

RELATIONSHIP TO LOCAL OBJECTIVES

Appropriate Land Uses

The Redevelopment Area is currently characterized by a range of zoning designations that reflect its historic and existing uses. Due to the significant presence of the University of Tennessee, much of the Redevelopment Area is zoned for institutional uses or is otherwise utilized in a manner consistent with UT operations. In addition, portions of the Redevelopment Area are zoned industrial, while other areas are designated as right-of-way or open space. The area identified for the proposed Maplehurst Innovation District includes parcels currently zoned RN-5 (General Residential Neighborhood) and DK-B (Downtown

Knoxville – Boulevard District), each of which permits varying intensities of residential and mixed-use development.
The diversity of existing zoning classifications within the Redevelopment Area reflects the incremental and function-specific development patterns that have occurred over time. However, these classifications do not fully contemplate the type of integrated, mixed-use environment envisioned under this Plan. Consistent with the City's broader planning objectives and prior redevelopment efforts, this Plan encourages the evolution of land uses toward a more cohesive, mixed-use district that supports entertainment, hospitality, residential, office, research, and recreational uses in a complementary and interconnected manner.

Widespread or wholesale rezoning of the Redevelopment Area is not contemplated. The existing zoning framework, in combination with the University's institutional presence, provides a degree of flexibility that can accommodate many of the uses envisioned by this Plan. However, targeted rezonings or the application of special zoning districts or overlays may be necessary to facilitate specific redevelopment projects, particularly those involving higher-density mixed-use development, structured parking, or the integration of public and private uses within a single development.

The City and the University are expected to coordinate closely with respect to land use and development within the Redevelopment Area, including consideration of the zoning flexibility afforded to UT under applicable state law. This coordination will be critical to ensuring that development within the Area is both consistent with the objectives of this Plan and responsive to the operational needs of the University.

Ultimately, the land use framework established by this Plan is intended to provide sufficient flexibility to accommodate a range of development opportunities while promoting a unified and intentional pattern of growth. Through this approach, the Redevelopment Area can transition from its current condition into a vibrant, mixed-use district that supports both institutional and private development and contributes to the long-term vitality of the City and the Tennessee Riverfront.

Improved Traffic and Public Transportation

The Redevelopment Area is served by a primary transportation corridor, Neyland Drive, as well as other thoroughfares that provide connectivity throughout the UT campus. The Plan supports improvements to traffic circulation, pedestrian infrastructure, and multimodal transportation options to enhance accessibility and safety. This Plan will prioritize investments that build on and improve the City's existing connectivity network.

Public Utilities

The Redevelopment Area is currently served by public utilities; however, improvements and capacity upgrades may be necessary to support future development. These improvements may include enhancements to water, sewer, stormwater, fiber, and electrical systems as well as the potential relocation of existing utility facilities to enhance the land-use potential within the Area. Furthermore, the Area also includes several critical utility infrastructure facilities owned and operated by the Knoxville Utilities Board ("KUB"). Continued close

collaboration with KUB will be important during the implementation of this plan to ensure the objectives of this Plan are being met while also allowing KUB to continue to operate and provide the ongoing utility services to the Area and surrounding neighborhoods.

Historic Preservation and Adaptive Reuse

The Redevelopment Area includes a small number of historic structures, most of which are located within the footprint of the future Maplehurst Innovation District. This Redevelopment Plan prioritizes adaptive reuse of historic structures. A future master planning process for the Maplehurst area will create an inventory of historic structures, prioritizing their preservation and adaptive reuse based on a number of factors including history of the structure, architectural significance, structural integrity, and financial feasibility.

Recreation and Community Facilities

The proximity of the Redevelopment Area to the Tennessee River provides opportunities for the development of additional recreational amenities, including parks, greenways, and public gathering spaces. These improvements are intended to enhance quality of life and support the overall redevelopment of the Area.

LAND USE PLAN

As articulated in the previous section, the land use plan for the Redevelopment Area envisions a mixed-use district comprising entertainment, hospitality, residential, office, research, and recreational uses. Development within the Area may include structured parking, ground-floor retail, upper-story residential and office uses, and public open spaces.

The area near Neyland Stadium is anticipated to develop as an entertainment district, while the Maplehurst area is expected to support innovation-oriented uses along with mixed use residential. The riverfront is intended to serve as a focal point for public space and recreational activity. This Plan encourages coordinated infrastructure investments that extend beyond any single project, taking a district-wide approach to planning and development of public infrastructure.

RELOCATION OF RESIDENCES AND BUSINESSES

It is not anticipated that any residences or businesses will be required to relocate as a result of this Plan. However, if relocation becomes necessary, KCDC will provide assistance in accordance with applicable policies and regulations and will make reasonable efforts to minimize disruption.

LAND ACQUISITION AND DISPOSITION PLAN

KCDC may acquire property within the Redevelopment Area as necessary to facilitate redevelopment, and any acquisition would occur only upon compliance with applicable law. In no event will KCDC use eminent domain to acquire any property that is not blighted property or that is used for owner-occupied residential purposes.

Properties acquired by KCDC will be disposed of in accordance with Tennessee Code Annotated § 13-20-204. Disposition may include the transfer of property to private developers subject to redevelopment agreements that ensure the completion of projects and the maintenance of quality standards.

To facilitate and support public and private redevelopment projects within the Area requiring investment in public infrastructure, the City is hereby authorized by this Plan to transfer City-owned property or City rights-of-way to KCDC within the Redevelopment Area. The terms and conditions of each property transfer to KCDC shall be determined by the City's Director of Engineering on a case-by-case basis.

PROPERTY MANAGEMENT

In accordance with the relocation and acquisition policies set forth in this Plan, it is anticipated that certain properties may be under management by KCDC or its assigns at various times in the Redevelopment Area. The primary objectives of the property management activity will be to minimize the length of occupancy of property after acquisition and to relocate occupants as quickly and efficiently as possible into appropriate accommodations in accordance with the resident and business relocation provisions of this Plan. KCDC will attempt to stage acquisition, relocation and demolition activities in a manner determined most beneficial to the redevelopment project and as needed in accordance with redevelopment schedules. It is expected that only such maintenance as may be required for the health and safety of persons lawfully remaining in occupancy of any property will be undertaken.

AUTHORITY TO IMPLEMENT PLAN

Tenn. Code Ann. § 13-20-202(a)(4)(G) authorizes KCDC to take all necessary actions designed to further the goals and local objectives articulated in this Redevelopment Plan. Pursuant to this authority, and without limiting any other actions that KCDC may undertake pursuant to such authority, KCDC is authorized to assist the City, the University and other parties undertaking projects within the Redevelopment Area as KCDC deems appropriate, including providing consulting and development services such as serving a project manager or owner's representative in connection with any such project.

TAX INCREMENT FINANCING

KCDC and the City anticipate using tax increment financing to support the development of public improvements and other redevelopment projects within the Redevelopment Area and to encourage projects that will redevelop vacant or underutilized parcels, preserve historic structures or otherwise meet the City's redevelopment goals and priorities in the Redevelopment Area. Therefore, this Plan contains the following provisions to permit the use of tax increment financing in the Redevelopment Area. To the extent tax increment financing assists a particular private project, both property owners and developers of such projects within the Redevelopment Area will be expected to demonstrate the financial ability to undertake and complete any private redevelopment project. Public assistance through tax increment financing for private redevelopment projects will only be provided based on

consistency with the Redevelopment Plan, resource availability, and the extent to which the assistance will stimulate private redevelopment. No private party shall have a vested right to receive any public assistance through tax increment financing.

After the date this Redevelopment Plan is approved by the City and the County and subject to the limitations herein, property taxes levied upon real property located in the Redevelopment Area shall be divided and allocated in accordance with applicable laws as set forth in this section.

1) Distribution of Taxes. In accordance with and subject to Tenn. Code Ann. § 13-20-205 and Tenn. Code Ann. § 9-23-101 et seq. (collectively, the "Tax Increment Act"), real property taxes (but not including personal property taxes, which shall not be subject to allocation to KCDC) imposed on real property located within the Redevelopment Area shall be allocated and distributed as provided in this subsection. The property taxes assessed by the City and the County on each tax parcel of real property within the Redevelopment Area will be divided and distributed as follows (subject to the commencement of allocation as to each parcel as permitted below):

    a. The portion of the real property taxes, if any, that were payable with respect to each tax parcel for the year prior to the date of approval of this Redevelopment Plan (the "Base Tax Amount") shall be allocated to and, as collected, paid to the City and the County as all other taxes levied by the jurisdictions on all other properties; provided, however, that in any year in which the taxes on the property within the applicable portion of the Redevelopment Area are less than the Base Tax Amount, there shall be allocated and paid to the City and the County only the taxes actually imposed. The Base Tax Amounts for each tax parcel within the Redevelopment Area are shown on Exhibit B attached hereto.

    b. The portion of real property taxes payable with respect to each tax parcel that constitutes Dedicated Taxes (as defined below) and is not included in the Base Tax Amount shall be retained by the City and the County. "Dedicated Taxes" are defined in Tenn. Code Ann. § 9-23-102 of the Tax Increment Act, as "that portion of property taxes, if any, designated by a taxing agency to pay debt service on the taxing agency's debt." "Taxing agency" is defined in the Tax Increment Act as "any county, city, town, metropolitan government or other public entity that levies property taxes on property within a plan area and that has approved the plan," which would include both the City and the County. To the extent that the amount of Dedicated Taxes is not determined by resolution of the governing body of either the City or the County, the amount of Dedicated Taxes may be determined by a certificate of the chief financial officer of the City or County or in such reasonable manner as either the City or the County shall select.

    c. As to each parcel, and subject to any limitations in applicable law, the excess of real property taxes over the Base Tax Amount, less the Dedicated Taxes (such remainder being the "Tax Increment Revenues"), shall be, as collected, paid into a separate fund or funds of KCDC, created to hold such payments, for the purpose of paying principal of and interest on bonds, loans or other

indebtedness incurred or to be incurred by KCDC to finance or refinance, in whole or in part, one or more redevelopment projects contemplated by this Redevelopment Plan or as otherwise provided in applicable law or reserved for purposes permitted by applicable law, provided (i) a portion of the Tax Increment Revenues may be allocated for administrative purposes of KCDC, the City and the County as provided by applicable law and by the policies of the respective governmental entities, and (ii) Tax Increment Revenues beyond amounts necessary to pay debt service on tax increment financing, to fund reserves therefor or in anticipation of the issuance of tax increment financing or to pay administrative expenses shall revert to the City and County as provided by applicable law..

2) General Allocation Provisions. KCDC is authorized to make all calculations related to the allocation of Tax Increment Revenues on the basis of each parcel within the Redevelopment Area instead of on an aggregate basis. As permitted by the Tax Increment Act, KCDC is also authorized to separately group one (1) or more parcels within the Redevelopment Area for purposes of calculating and allocating the Tax Increment Revenues, and in such cases, the allocation of Tax Increment Revenues shall be calculated and made based upon each such parcel or group of parcels, and not the entire Redevelopment Area. KCDC shall give notice of any such grouping of parcels to the City and the County.

The allocations of Tax Increment Revenues are further subject to the retention or payment of any applicable administrative expenses and fees of KCDC, the City or the County that are permitted by applicable law or applicable policies. Pursuant to applicable law and this Redevelopment Plan, up to five percent (5%) of Tax Increment Revenues may be set aside for administrative purposes.

The Base Tax Amount will be separately established for each parcel, and KCDC will make calculations and allocations of Tax Increment Revenues for each parcel separately (or with respect to groups of parcels as provided above). The parcels within the Redevelopment Area may be subdivided after this Plan is approved, in which case such parcels, as subdivided, will be treated separately, and the Base Tax Amount with respect to each tax parcel that is subdivided shall be allocated to each subdivided parcel on a pro-rated basis using either the acreage of each subdivided parcel as a percentage of the total acreage of the original tax parcel or using the relative values of the subdivided parcels in such manner as KCDC may determine.

KCDC is also authorized to designate, by notice to the City and the County, that the allocation of Tax Increment Revenues for each parcel or group of parcels within the Redevelopment Area may begin in different years from the allocations of Tax Increment Revenues for other parcels or groups of parcels within the Redevelopment Area. This approach allows KCDC to match Tax Increment Revenues from the development of each of the parcels with the purposes for which such revenues will be applied as determined by KCDC.

Allocations of Tax Increment Revenues shall be made (i) as to revenues derived from non-delinquent taxes, within sixty (60) days of the date such taxes are due without

penalty for each tax year and (ii) as to revenues derived from delinquent taxes, within sixty (60) days from when such taxes are collected by the City and the County.

3) Tax Increment Debt Obligations. In order to finance the costs of redevelopment projects in the Redevelopment Area, KCDC expects to use all or a portion of the Tax Increment Revenues that it will receive as a result of the adoption of this Plan (other than amounts to be paid to the City and/or the County as provided above or to pay administrative expenses or establish reserves) to pay debt service on debt obligations that may be incurred to finance such costs. These tax increment financings would be structured as follows:

    a. KCDC may borrow funds through the issuance and sale of notes, bonds or other obligations of KCDC in one or more emissions. KCDC shall pledge all or a portion of the Tax Increment Revenues allocated to KCDC pursuant to this Plan to the payment of such notes, bonds or other obligations, including, without limitation, principal and interest thereon. In no event will the obligations issued by KCDC be considered a debt or obligation of the County or the City in any manner whatsoever, and the source of the funds to satisfy KCDC's payment obligations thereunder shall be payable from the Tax Increment Revenues and such other payment sources, such as developer guaranties, that may be provided therefor.

    b. The proceeds of the notes, bonds or obligations shall be used to pay costs of redevelopment projects, costs of issuances relating to notes, bonds or obligations and capitalized interest on the notes, bonds or other obligations to the extent permitted by the Act.

    c. Any tax increment financing may be refinanced by KCDC at any time as permitted by the Act, and upon such refinancing, available Tax Increment Revenues shall be applied to the payment of such refinancing debt to the extent such Tax Increment Revenues were to be used to pay the debt that is being refinanced.

4) Limitations on Allocations.

    a. Maximum Amount and Final Maturity. The aggregate principal amount of notes, bonds and obligations issued by the KCDC as described in subsection (3) (the "Tax Increment Financing") above shall not in any event exceed $80,000,000 (the "Maximum Amount"). The final maturity of any Tax Increment Financing shall be no later than thirty (30) years after the year in which the last allocation of Tax Increment Revenues as to the parcel(s) from which such Tax Increment Financing will be paid commences.

    b. Maximum Time Period. Taxes on the real property within the Redevelopment Area will be divided and distributed as provided in this Section of the Plan for a period, as to each parcel in the Redevelopment Area, not in excess of thirty (30) tax years as to any parcel, but, in any event, such allocations shall cease when there are no outstanding or anticipated tax increment financings to be paid from the Tax Increment Revenues. KCDC may approve an allocation

period that is less than thirty (30) years as to any parcel if KCDC determines that a shorter allocation period will provide sufficient incentive to promote the development of that parcel.

5) Additional Information Related to Tax Increment Financing. State law requires that certain additional information be set forth in a redevelopment plan with respect to any plan that includes tax increment financing provisions. In particular, this plan is required to include the estimated cost of the redevelopment project. "Redevelopment project" is defined in Tenn. Code Ann. § 13-20-202 to include many different types of improvements that can be undertaken in the area subject to this plan for redevelopment. Given the tremendous opportunities for redevelopment in this area, the estimated cost of the redevelopment project is in excess of $250 million, which does not include the actual cost of the buildings that are expected to be developed in the Redevelopment Area. The sources of revenue to pay such costs will include equity from investors (as to private projects), loans, grants and, in certain cases, the proceeds of Tax Increment Financing. The estimated tax increment that will be applied to pay the principal of Tax Increment Financing for these purposes is the Maximum Amount of $80,000,000 referenced above plus interest related thereto, which is estimated based upon current interest rates to be approximately $75,000,000. The expected impact of the use of Tax Increment Financing in the Redevelopment Area will vary based upon the times that the various emissions of Tax Increment Financing are issued but, generally, such impact is expected not to exceed approximately $3,000,000 per year with respect to either the City or the County, but this amount will vary based upon interest rates and other financial market conditions.

Notwithstanding anything to the contrary in this section, taxes levied by or for the benefit of the State of Tennessee, shall not be subject to allocation as provided in subsection (a), but shall be levied against such property and, when collected, paid to such taxing agency as taxes levied by such taxing agency on all other property are paid and collected.

PROCEDURE FOR PLAN AMENDMENTS AND TERMINATION

During implementation of this Plan, amendments may be warranted. Any amendments to this plan will only be adopted by City Council after a public hearing is conducted in the same manner as the hearing conducted prior to the adoption of this Plan and, where applicable, in compliance with the requirements of applicable law. Notice of any proposed amendments will be given to all property owners within the Redevelopment Area pursuant to the requirements of state law. If the County's approval of any amendment is required by state law, such approval will also be requested.

This Redevelopment Plan shall remain in effect until terminated by resolution of the City Council of the City. No such termination shall affect any tax increment indebtedness issued pursuant to this Plan, and the pledge of any tax increment revenues to secure tax increment indebtedness shall remain in full force and effect notwithstanding.

SEVERABILITY

The invalidation of any provision of this Redevelopment Plan by judgment of any court of competent jurisdiction shall not in any way affect the validity of any other provisions of this Plan, and the same shall remain in full force and effect.

TERMINATION OF ANY EXISTING PLANS

Upon approval of this Plan, this Plan shall supersede any existing redevelopment plans or urban renewal plans that cover all or a portion of the Redevelopment Area, provided, however, that any agreement entered into pursuant to any such existing plan shall remain in full force and effect until terminated pursuant to its terms.

EXHIBIT A – MAP OF REDEVELOPMENT AREA

(See Map on Following Page)

North Waterfront Redevelopment Plan

Planning
KNOXVILLE | KNOX COUNTY

N

0 250 500 1,000 Feet

EXHIBIT B – PARCELS INCLUDED IN REDEVELOPMENT AREA

Parcel	Base Tax (2025) - City	Base Tax (2025) - County
108DA001	$ -	$ -
108DA009	$ -	$ -
094ME03501	$ 6.90	$ 5.00
094ME020	$ 3,321.35	$ 2,394.00
108KA007	$ -	$ -
108DA007	$ -	$ -
108KA004	$ -	$ -
108FB008	$ 62.08	$ 45.00
094ME001	$ -	$ -
094ME003	$ 17,128.40	$ 12,348.00
094ME02102	$ 3,274.36	$ 2,361.00
108FB009	$ 62.08	$ 45.00
108FB01201	$ -	$ -
108FB010	$ 11.21	$ 8.00
108FB006	$ 62.08	$ 45.00
108DA002	$ -	$ -
108KA001	$ -	$ -
108FC015	$ -	$ -
108DA005	$ -	$ -
108KA003	$ -	$ -
108DA004	$ -	$ -
094ME019	$ 9,662.26	$ 6,966.00
108DA006	$ -	$ -
094ME032	$ 9,154.40	$ 6,600.00
094ME033	$ 219.01	$ 158.00
108KA002	$ -	$ -
108FB014	$ -	$ -
094ME036	$ -	$ -
108FB013	$ 19,038.26	$ 13,725.00
108DA00201	$ -	$ -
094MF03201	$ -	$ -
094ME009	$ 2,960.07	$ 2,134.00
094ME022	$ 8,887.11	$ 6,407.00
108KA005	$ -	$ -
108DA003	$ -	$ -
108FB011	$ -	$ -
108FB005	$ 1.72	$ 1.00
094ME038	$ -	$ -
108FB007	$ 62.08	$ 45.00
094ME037	$ -	$ -
108FB012	$ 12,968.95	$ 9,349.00
108DA008	$ -	$ -
108FB015	$ -	$ -
094ME02101	$ 4,708.37	$ 3,394.00
108KA006	$ -	$ -
094ME01802	$ 4,481.06	$ 3,230.00
108DA010	$ -	$ -
108DA012	$ -	$ -
108DA013	$ -	$ -
094ME03502	$ 39,821.69	$ 28,708.00
094ME00100A	$ 883.26	$ 637.00
094ME00100B	$ 625.66	$ 451.00
094ME00100C	$ 700.03	$ 505.00
094ME00100D	$ 700.03	$ 505.00
094ME00100E	$ 753.92	$ 544.00
094ME00100F	$ 1,116.06	$ 805.00
094ME00100G	$ 700.03	$ 505.00
094ME00100H	$ 700.03	$ 505.00
094ME00100J	$ 753.92	$ 544.00
094ME00100K	$ 1,116.06	$ 817.08
094ME00100L	$ 700.03	$ 505.00
094ME00100M	$ 700.03	$ 505.00
094ME00100N	$ 753.92	$ 544.00
094ME00100P	$ 1,116.06	$ 805.00
094ME00100Q	$ 700.03	$ 505.00
094ME00100R	$ 700.03	$ 505.00
094ME00100S	$ 753.92	$ 544.00
094ME00101	$ 2,416.86	$ 1,742.00
094ME002	$ 64,699.90	$ 46,643.00
108FB004	$ 62.08	$ 45.00
108FB003	$ 2.59	$ 2.00
108FB002	$ 2.59	$ 2.00
108FB00101	$ -	$ -
108FA002	$ -	$ -
108FA007	$ -	$ -
108FA006	$ -	$ -
108GA013	$ -	$ -
108GA012	$ -	$ -
108GA011	$ -	$ -

RLA-18711 **32.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
Requested By:	Jill Rosberg, LAW DEPARTMENT		
Department:	COUNTY MAYOR		
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 approving a Memorandum of Understanding among the City of Knoxville, Tennessee, Knox County, Tennessee, The Sports Authority of the County of Knox and the City of Knoxville, Tennessee and Knoxville Convention & Visitors Bureau, Inc. exploring the potential redevelopment and improvement of Knoxville Municipal Golf Course.
(County Mayor and Finance)

Attachments

No file(s) attached.

RLA-18713 **33.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
Requested By:	Jill Rosberg, LAW DEPARTMENT		
Department:	COUNTY MAYOR		
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, approving a Real Estate Letter of Intent Ground Lease with Strong Stock Farm, LLC for 120 Acres on a portion of property located at 8217 Rutledge Pike.
(County Mayor and Finance)

Attachments

Ground Lease

REAL ESTATE LETTER OF INTENT
GROUND LEASE
May ____, 2026

County of Knox
Law Department
400 Main Street, Room 612
Knoxville, Tennessee 37902

Attn: Charles Sterchi

Re: Ground Lease of 120 Acres ("Premises") of a Portion of the Property located at 8217 Rutledge Pike, Knox County, Tennessee (Tax ID 051 12503) ("Land")

Dear Charles:

This letter will summarize some of the terms and conditions pursuant to which Landlord would consider entering into a ground lease for the Premises (the "Lease"):

Tenant:	Knox County, Tennessee
Landlord:	Strong Stock Farm, LLC
Premises:	The Premises shall include approximately 120 acres of the total 167.12 acres of the Land as generally shown on the drawing of the Land attached hereto as Exhibit A. The Land is currently unimproved and is farm land and forested area. The exact area of the Premises will be established by survey and agreed to by the parties. Landlord will deliver possession of the Premises (i) free and clear of all mortgage liens, prior leases, tenants and/or occupants, and (ii) free of any party, including any prior tenant, having possession or any rights of possession as to any part of the Premises.
Landlord's Work:	None. Tenant will be leasing the Premises AS IS, WHERE IS with no warranties or representations of any type or kind from Landlord. Tenant will rely solely on its own investigation of the Land.
Tenant Work:	Tenant shall, at its cost, construct its leasehold improvements and conduct its development work for the Premises following Landlord's delivery of the Premises. All infrastructure for such development shall also cover and be

	infrastructure for all of the Land, including the Remaining Parcel (defined below). Such infrastructure shall include highway access points approved by Landlord, utilities and a frontage road in the general area depicted on Exhibit B attached hereto. If needed, Tenant shall (with cooperation from Landlord) rezone the Premises to allow the Exclusive Use.
Original Term:	Twenty (20) years.
Renewal Options:	Tenant shall have three (3) options of ten (10) years each.
Base Rent:	Base Rent for the initial 12-month period of the Lease shall be $150,000 to be paid on the Rent Commencement Date. Base Rent will increase annually thereafter based on changes in the United States Bureau of Labor Statistics CPI-U All Urban Consumers-Southern Region. Base Rent will not decrease due to any negative CPI-U changes.
Term Commencement Date:	The term shall commence upon (a) Landlord's delivery of the Premises to Tenant in the condition required under the Lease, and (b) satisfaction of the Tenant Conditions described below on or before June 1, 2027. In the event any Tenant Condition is not satisfied by June 1, 2027, (i) Tenant can waive same, (ii) Landlord and Tenant can extend the June 1, 2027 date, or (iii) either Landlord or Tenant can terminate the Lease.
Rent Commencement Date:	Rent shall commence on the Term Commencement Date.
Security Deposit:	None.
Tenant Conditions:	Tenant will require satisfaction of the following conditions prior to the Term Commencement Date of the Lease becoming effective: (a) Tenant's receipt of written approval from the Knox County Commission, if needed, for the Lease; and (b) Tenant's receipt and approval of a current survey and title commitment of the Premises to be obtained by Tenant at its cost and of all applicable covenants, conditions, restrictions, easements and other title and survey matters pertaining to the Land and Premises; and (c) Tenant's receipt and approval of an environmental report to be obtained by Tenant at its cost pertaining

to the Land and Premises confirming that the Land and Premises are free of hazardous substances.

Use: Tenant may use the Premises for the Exclusive Use (described below) on a seven (7) days per week, twenty-four (24) hours per day basis.

Assignment and Subletting: Landlord's prior consent will not be required to permit Tenant to assign the Lease or sublet the Premises to the University of Tennessee, KCDC, or to an entity affiliated with Tenant. Any other assignment or sublease shall be subject to the consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed.

Exclusive Use: The Lease will provide that the Premises will be used solely for agricultural purposes, including the construction of facilities for agricultural activities and offices, including demonstrations and "county fairs."

Charges and Maintenance of Premises: Tenant shall be responsible for all maintenance charges, property taxes and insurance on the Premises subject to the terms of the Lease.

Tenant shall be responsible under the Lease to keep and maintain all improvements now or hereafter located on the Premises in good order and repair.

At the termination of the Lease, if requested by Landlord, Tenant will remove all improvements made to the Premises and return the Premises to Landlord in substantially the same condition that existed when the Lease was executed.

Broker: Landlord has engaged David Shiflett of Parker Shiflett & Company, Knoxville, Tennessee, as its agent for this transaction, and will pay his/its brokerage fees under the terms of a separate agreement. Tenant represents to the Landlord that it has not dealt with any broker or agent in connection with this transaction. The specifics relating to indemnities by Landlord for the brokers will be covered in the Lease.

Environmental: Landlord represents that, to its actual knowledge with no investigation, the Land and Premises are free and clear of hazardous substances, and Landlord agrees that it will defend and indemnify Tenant against any claim(s) relating to hazardous substances placed on the Land or Premises by

	Landlord, its employees, contractors, or agents prior to the date of the Lease.
Leasehold Mortgage:	Landlord hereby consents and agrees that Tenant shall be free to grant a mortgage, security deed, deed of trust or similar instrument to encumber any leasehold right, title or interest of Tenant in the Premises (together with any related security instrument). Tenant shall have no right to pledge or encumber any interest of Landlord, including Landlord's fee to the Land or any of Landlord's other rights or interests in the Premises.
Other Terms:	It is anticipated that the remaining portion of the Land (the Land area less the Premises area) of approximately 47.12 acres (the "Remaining Parcel") may be rezoned by Landlord to be the same or a compatible zoning classification as is required (or would be required) for the Exclusive Use. Tenant agrees to cooperate with Landlord's efforts for any desired rezoning of the Remaining Parcel. In connection with Tenant conducting development work on the Land, Landlord shall have the right (at its option) and be entitled, at no cost to Landlord, to any and all excess dirt to be excavated by Tenant as a part of the development. Landlord shall have the right to direct Tenant's contractors on where on the Remaining Parcel to deposit the excess dirt.
First Option to Acquire:	Landlord hereby grants Tenant a first option to purchase the fee interest in the Premises in the event Landlord decide to sell the Premises, or any portion thereof, during the Term of the Lease.
First Right of Refusal:	Landlord hereby grants Tenant a first right of refusal to lease the Premises on the terms set forth herein even if a third party makes an offer to lease the Premises prior to the lease agreement between Landlord and Tenant being executed.

This Letter of Intent is intended as an outline of the principal provisions of the Lease. Whether or not countersigned, this is not, nor is it intended to be, a legally enforceable and/or binding agreement by either party except with respect to the sections above on "Broker" and "First Right of Refusal". A binding agreement is subject to, among other things, the negotiation and execution by both parties of a fully integrated Lease, except with respect to the sections above on "Broker" and "First Right of Refusal".

Upon the approval of the above terms and conditions by both Landlord and Tenant signing in the spaces provided below and returning a copy of the signed letter to each other within ten (10) business days of this letter's date, the parties will start drafting and negotiating a fully integrated Lease to be executed on or before _____, 2026.

This letter may be executed in counterparts.

(Signatures on Following Pages)

TENANT:

COUNTY OF KNOX, TENNESSEE

By: _____
Name: _____
Title: _____

LANDLORD:

STRONG STOCK FARM, LLC

By: _____
Name: _____
Title: _____

Contract No.: 26-280

APPROVED AS TO LEGAL FORM

5.27.26

Knox County Law Director's Date

EXHIBIT A

[Drawing showing Land and Premises]

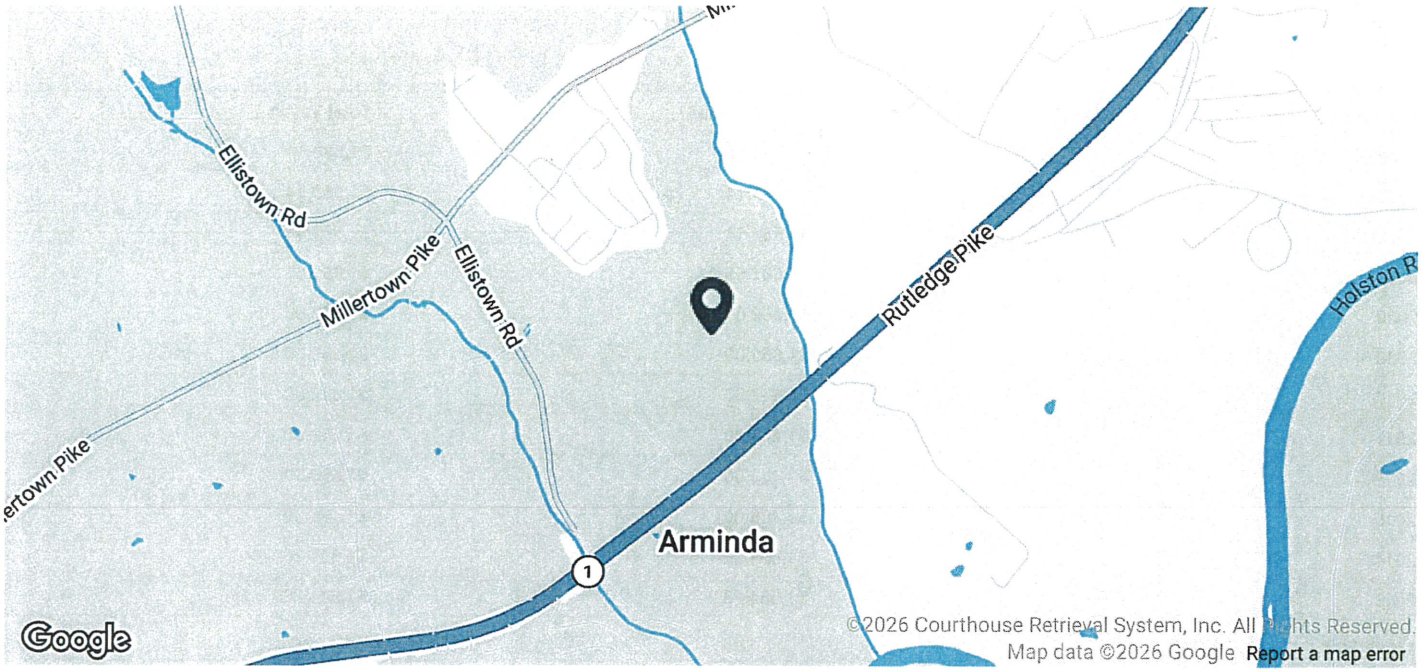

Subject Property
Rutledge Pike
Town Rd
0
500
Feet

EXHIBIT B

[Drawing showing Infrastructure for Land including Frontage Road]

MLS Tax Suite™
Powered by CRS Data

Wednesday, March 25, 2026



LOCATION

Property Address	8217 Rutledge Pike Knoxville, TN 37924-1334
Subdivision	Greenbelt App A-305A
County	Knox County, TN

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID	051 12503
Alternate Parcel ID	128138
Account Number	
District/Ward	Knox County
2020 Census Trct/Blk	52.02/1
Assessor Roll Year	2024

PROPERTY SUMMARY

Property Type	Agricultural
Land Use	Agricultural Act
Improvement Type	
Square Feet	

CURRENT OWNER

Name	Strong Stock Farm LLC
Mailing Address	8220 Rutledge Pike Knoxville, TN 37924-1333

SCHOOL ZONE INFORMATION

East Knox County Elementary School	2.7 mi
Elementary: Pre K to 5	Distance
Carter Middle School	5.0 mi
Middle: 6 to 8	Distance
Carter High School	5.0 mi
High: 9 to 12	Distance

SALES HISTORY THROUGH 03/06/2026

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
12/22/2017		Strong Stock Farm LLC	Multiple Owners		3	201712220038624
5/4/1992		Kern Albert George III & Martha Strong Kern Nicele	Kern Albert George III & Martha Stro	Quit Claim Deed		2071/264
6/13/1991		Kern Albert George III & Martha Strong Kern Nicele	Kern Albert George III & Martha Stro	Warranty Deed		2042/311

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2024	**Assessment Year**	2024		
Appraised Land	$3,379,800	**Assessed Land**		**Knox County**	1.554

Appraised Improvements		**Assessed Improvements**	
Total Tax Appraisal	$3,379,800	**Total Assessment**	$101,875
		Exempt Amount	
		Exempt Reason	

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2024		$1,583.14	$1,583.14
2023		$1,583.14	$1,583.14
2022		$1,583.14	$1,583.14
2021		$1,661.55	$1,661.55
2020		$1,662.00	$1,662.00
2019		$1,662.00	$1,662.00
2018		$1,662.00	$1,662.00
2017		$1,662.00	$1,662.00
2016		$1,466.00	$1,466.00
2015		$1,466.00	$1,466.00
2014		$1,564.26	$1,564.26
2013		$1,564.26	$1,564.26

MORTGAGE HISTORY

No mortgages were found for this parcel.

PROPERTY CHARACTERISTICS: BUILDING

No Buildings were found for this parcel.

PROPERTY CHARACTERISTICS: EXTRA FEATURES

No extra features were found for this parcel.

PROPERTY CHARACTERISTICS: LOT

Land Use	Agricultural Act	**Lot Dimensions**	
Block/Lot		**Lot Square Feet**	7,361,175
Latitude/Longitude	36.058289°/-83.796516°	**Acreage**	168.99

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source		**Road Type**	
Electric Source		**Topography**	
Water Source		**District Trend**	
Sewer Source	Sewer	**Special School District 1**	
Zoning Code	A: Agricultural	**Special School District 2**	
Owner Type			

LEGAL DESCRIPTION

Subdivision	Greenbelt App A-305A	**Plat Book/Page**	70L/74
Block/Lot		**District/Ward**	Knox County
Description	Subdivisionname Greenbelt App #A-3866 Lowlot Highlotlowblock Highblock Dimensions		

FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	47093C0170F	05/02/2007

LISTING ARCHIVE

No Listings found for this parcel.

RLA-18524 **34.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
Requested By:	Chris Caldwell, FINANCE DEPARTMENT		
Department:	FINANCE DEPARTMENT		
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 a transfer of approximately 3.1 acres located at 11020 Solway School Road, Knoxville, TN 37931, and known as the Fairview Technology Center, to the Industrial Development Board of the County of Knox. **(DEFERRED FROM JULY AT REQUEST OF SPONSOR)**
(Previously Deferred from June to July by Majority Vote of Commission)
(Finance)

Attachments

Draft Resolution
Lease Agreement

RESOLUTION

CONSIDERATION OF A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A TRANSFER OF APPROXIMATELY 3.1 ACRES LOCATED AT 11020 SOLWAY SCHOOL RD, KNOXVILLE, TN 37931, AND KNOWN AS THE FAIRVIEW TECHNOLOGY CENTER, TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF KNOX

RESOLUTION: _____

REQUESTED BY: COUNTY MAYOR

PREPARED BY: KNOX COUNTY LAW DIRECTOR

APPROVED AS TO FORM AND CORRECTNESS: _____
DIRECTOR OF LAW

APPROVED: _____
DATE

VETOED: _____
DATE

VETO OVERRIDE: _____
DATE

MINUTE BOOK _____ PAGE _____

WHEREAS, Knox County is the owner of approximately 3.1 acres of real property located at 11020 Solway School Rd, Knoxville, TN 37931, and more commonly known as the Fairview Technology Center consisting of Parcel ID: 089 062 (the "Property"); and

WHEREAS, Knox County currently leases the Property to The Industrial Development Board of the County of Knox (the "IDB") pursuant to that certain lease agreement dated as of September 24, 2024, under which the IDB manages the Property, including leasing to tenants and providing for its overall care and maintenance; and

WHEREAS, the IDB is a nonprofit public corporation organized by Knox County as an industrial development board pursuant to Tenn. Code Ann. §7-53-101 et seq. (the "Act") and as such is a public instrumentality of Knox County performing a public function; and

WHEREAS, pursuant to the Act, the IDB is authorized to acquire, own, lease, and dispose of properties for the purpose of promoting industry, trade, and economic development within the county; and

WHEREAS, pursuant to Tennessee Code Annotated § 5-7-101, Knox County is authorized to acquire and dispose of real property and to exercise powers necessary to promote the general welfare of its citizens; and

WHEREAS, the IDB has experience and expertise in the management, development, and promotion of industrial and economic development properties within Knox County and is therefore the most appropriate entity to own and manage the Property; and

WHEREAS, the transfer of the Property to the IDB will promote efficient management, support economic development, and serve the public purpose within Knox County; and

WHEREAS, the Commission of Knox County, Tennessee ("Commission") desires to authorize Knox County to transfer the Property in fee simple to The Industrial Development Board of the County of Knox for and in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged;

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

The Commission hereby authorizes and approves the transfer of the Property in fee simple from Knox County to the IDB for and in consideration of the sum of $10.00 and other good and valuable consideration;

BE IT FURTHER RESOLVED, that the Mayor of Knox County is authorized to execute the appropriate deed(s) transferring the Property from Knox County to the IDB and, further, is authorized to execute any other documents that may be necessary to effectuate and complete said transfer of the Property, 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

FAIRVIEW TECHNOLOGY CENTER

This LEASE AGREEMENT, made and entered into as of the 24 day of September, 2024 by and between KNOX COUNTY, a political subdivision of the State of Tennessee, ("Knox County"), and THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF KNOX, a Tennessee nonprofit corporation ("IDB").

RECITALS:

A. Knox County is the owner of certain real property located in Knox County, Tennessee, more commonly known as the Fairview Technology Center (the "Premises" or "Fairview"), and more particularly described on Attachments A, B, & C attached hereto; and

B. The parties have agreed for IDB to lease the Premises from Knox County under the terms and conditions contained herein to better operate and manage Fairview.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein, the parties agree as follows:

1. Term. Knox County does hereby lease to IDB, and IDB does hereby lease from Knox County, the Premises for a term of ten (10) years commencing on November 27, 2023, and terminating on November 26, 2033, unless sooner terminated or extended as provided herein.

2. Rent. IDB covenants and agrees to pay to Knox County an annual rental payment of One Dollar ($1.00), due on or before the first day of each year.

3. Taxes, Assessments and Other Charges. IDB shall pay all taxes assessed and levied against the Premises, or any improvements, by the state, city and county or other municipal taxing authorities.

4. Use of the Premises. IDB shall use the Premises to lease office space in Fairview, and for any purpose associated therewith. In its use of the Premises, IDB shall comply with all applicable federal, state and local statutes, regulations, and/or other laws.

5. Insurance. IDB shall maintain general liability insurance protecting Knox County and IDB against liability for injury to third parties and property damage, regardless of how such liabilities arise, in the amount of $1,000,000.00 per incident, and $3,000,000.00 in the aggregate. Such policies shall provide Knox County with a certificate of insurance demonstrating compliance with this paragraph. IDB shall name Knox County as additional named insured on said policies. Knox County will maintain insurance on the building, the personal property of Knox County, and contractor's equipment located and/or maintained on the Premises. IDB will reimburse Knox County for any and all premiums for said insurance.

6. Sublcases. In its operation of Fairview, IDB shall have the right and authority to sublease office space to prospective tenants without the prior written consent of Knox County. Said subleases shall require the sublessees to maintain general liability insurance and insurance for the sublessees' own contents. IDB shall not sublease the premises in its entirety to any third party or parties, and shall not assign or transfer this Lease Agreement to any third party or parties without the prior written consent of Knox County.

7. Events of Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease Agreement by IDB:

(a) Abandonment of the Premises for a period of sixty (60) days or more;

(b) Failure by IDB to make any payment required under this Lease Agreement as and when due, where such failure shall continue for a period of thirty (30) days after written notice from Knox County; or

(c) Failure by IDB to observe or perform any of the covenants, conditions, or provisions of this Lease Agreement, other than the making of any payment, where the failure shall continue for a period of ninety (90) days after notice of the failure from Knox County or such additional period of time as is reasonably necessary to cure the failure, provided IDB diligently prosecutes the cure.

8. Termination. This Lease Agreement may be terminated by either party upon written notice where the other party commits a material breach hereof. This Lease Agreement may be terminated upon:

(a) Any event of default; or

(b) Failure of Knox County to fund IDB through the Knoxville Chamber for any one budget year.

9. Waiver. Failure of either party to insist upon the strict performance by the other party of any term, condition, or covenant on the other party's part to be performed pursuant to the terms of this Lease Agreement or to exercise any of its options, rights, powers, or remedies contained herein shall not be deemed nor construed as a waiver of such performance or relinquishment of such right now or subsequent hereto.

10. Notices, Demands and Other Instruments. All notices, demands, requests, consents, and other instruments required or permitted to be given pursuant to the terms of this Lease Agreement shall be in writing and shall be deemed to have been properly given (i) upon personal delivery, or (ii) upon deposit in the United States Mail, if sent by registered or certified United States Mail, return receipt requested, or (iii) forwarded by a nationally recognized overnight courier service, addressed to the other party as follows:

Knox County:	Knox County Mayor 400 Main Street Suite 615, City-Co. Building Knoxville, TN 37902
The Industrial Development Board of the County of Knox:	The Industrial Development Board of the County of Knox 17 Market Square Suite 201 Knoxville, TN 37902-1447

or at such other address in the United States as either party may designate in writing delivered to the other party.

11. Governing Law; Venue. This Lease Agreement shall be exclusively construed, governed, and controlled by the laws of the State of Tennessee without reference to its choice of law rules and 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 Lease 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. Amendment or Modification. No amendment or modification of this Lease Agreement shall be valid or binding unless expressed in writing and executed by the parties in writing hereto in the same manner as the execution of this Lease Agreement.

13. Independent Contractor. IDB acknowledges that it and its employees serve as independent contractors and that Knox County shall not be in any manner responsible for any payment, insurance, or incurred liability.

14. Indemnification/Hold Harmless. IDB 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 Lease Agreement by IDB, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of IDB, its subcontractors, suppliers, agents, or employees.

IN WITNESS WHEREOF, Knox County and IDB hereby execute this Lease Agreement as of the day and year first above written.

KNOX COUNTY:

By: _____

Its: 9/24/24

THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF KNOX:

By: Tiffany E. Gardner

Its: Chair

Contract No.: 23-679

APPROVED AS TO LEGAL FORM

8-19-24

Knox County Law Director's Date

Contract No.: 23-027

APPROVED AS TO LEGAL FORM

Knox County Law Director / Date

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared GLENN JACOBS, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the COUNTY MAYOR of Knox County, a political subdivision of the State of Tennessee, the within named bargainor, and that he, as such COUNTY MAYOR, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by himself as COUNTY MAYOR.

Witness my hand and seal on this the 24th day of SEPTEMBER, 2024

JUSTIN BRADLEY OF TENNESSEE NOTARY PUBLIC Comm. Exp. 8-2-2025 KNOX COUNTY

NOTARY PUBLIC

My Commission Expires:

AUG/21 2025

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared Tiffany E. Gardner, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged herself/himself to be the Chair of THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF KNOX, a nonprofit corporation of the State of Tennessee, the within named bargainor, and that she/he, as such Chair, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said bargainor by herself/himself as Chair.

Witness my hand and seal on this the 19th day of August, 2024.

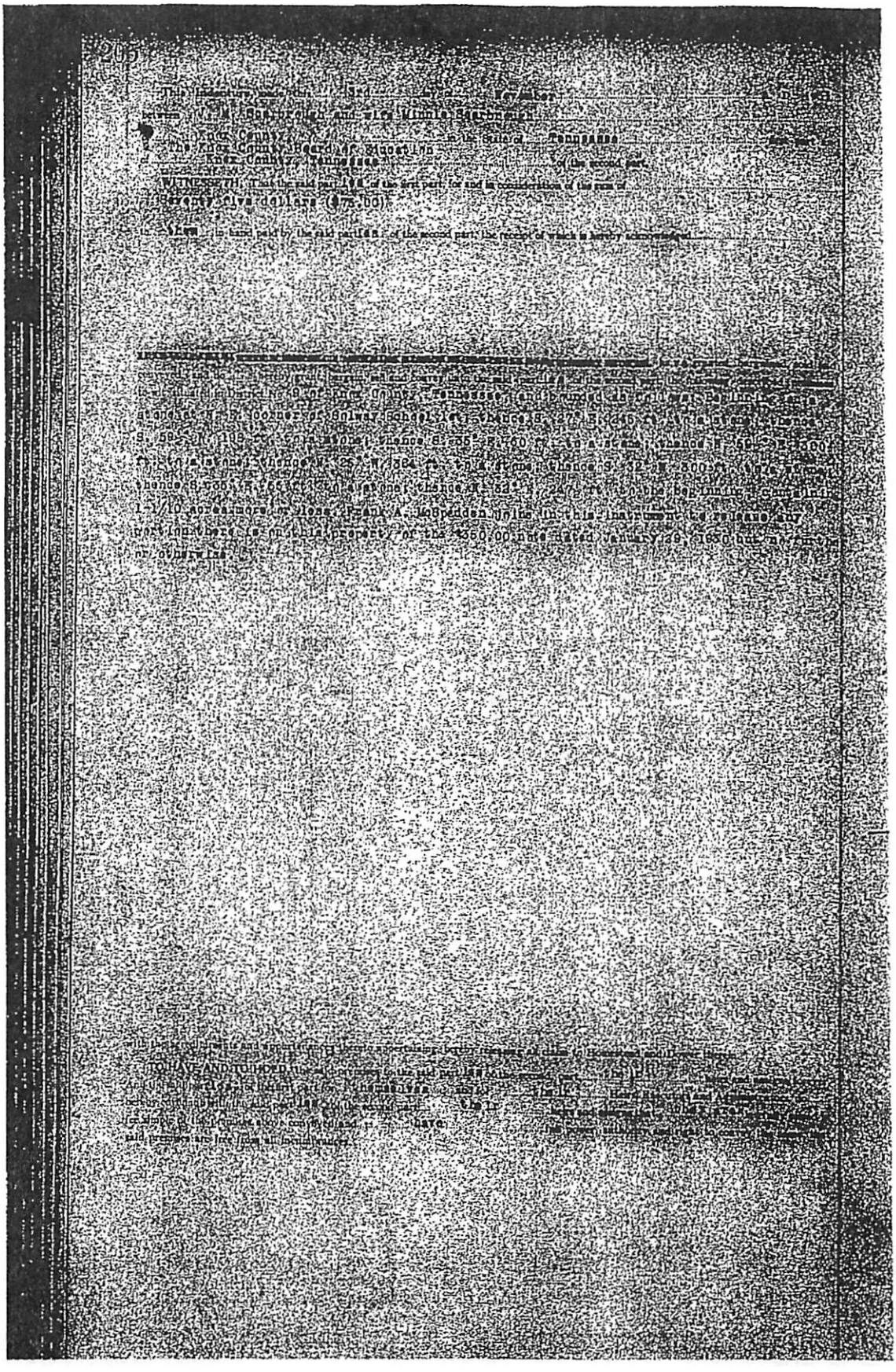
KATRINA E. VARGAS STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY

NOTARY PUBLIC

My Commission Expires:

08/22/2025

ATTACHMENT A



and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part, have hereunto set their hands and seals, day and year first above written.

Signed, sealed and delivered in presence of

E. M. Scarbrough — W. M. Scarbrough (L.S.)

Winnie Scarbrough (L.S.)

Frank A. McSpadden (L.S.)

L. M. Scarbrough (L.S.)

STATE OF TENNESSEE,
County.

Personally appeared before me, Cora D. Chapman, a Notary Public in and for said County and State, the within named bargainor, Frank A. McSpadden, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal, this 7th day of November A.D. 1931.

Cora D. Chapman, Notary Public.

My commission expires: October 18th, 1932.

STATE OF TENNESSEE,
County.

Personally appeared before me, E. M. Scarbrough, Notary Public, and with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal, this 3rd day of November A.D. 1931.

My commission expires: Oct. 14 1934. E. M. Scarbrough, Notary Public.

STATE OF TENNESSEE,
County.

ATTACHMENT B

KGIS Maps
a Kgis website

Intro Maps Results Legend Help

Search Results

Details

Owner Card Property Report

Address Information:

Site Address:	11020 SOLWAY SCHOOL RD KNOXVILLE - 37931
Address Type:	PRIMARY BUILDING ADDRESS
Site Name:	FAIRVIEW TECHNOLOGY CENTER

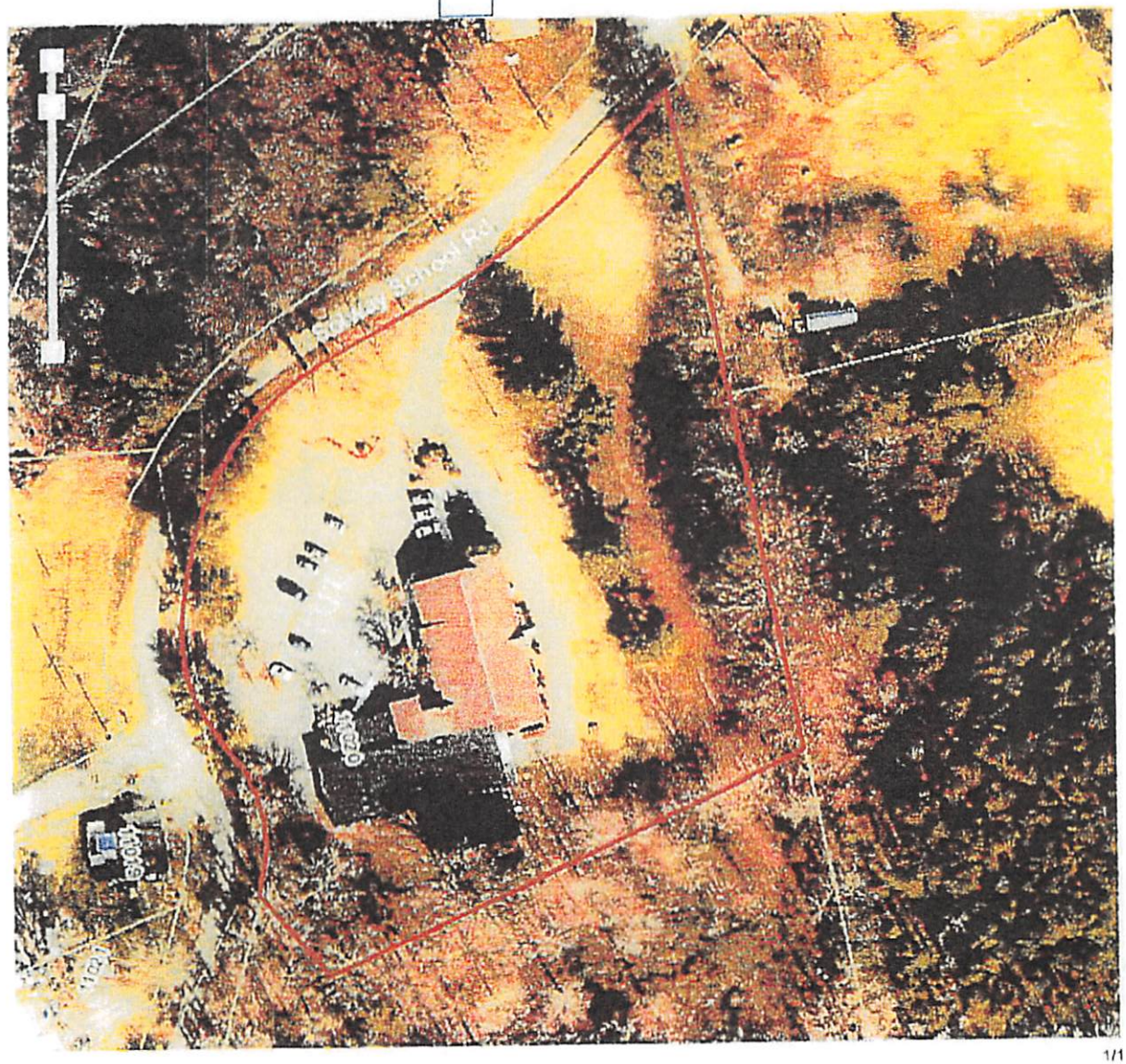
Owner Information:

KNOX COUNTY BOARD OF EDUCATION
SCHOOL-SOLWAY
0 NA
KNOXVILLE TN 37902

The owner information shown in this section does not necessarily reflect the person(s) responsible for Last Year's property taxes. Report any errors to the Knox County Property Assessor's office at (865) 215-2365.

Parcel Information:

Location Address:	11020 SOLWAY SCHOOL RD
Parcel ID:	089 062
Parcel Type:	NORMAL
District:	W6
Ward:	
City Block:	
Subdivision:	
Rec. Acreage:	0
Calc. Acreage:	3.10



ATTACHMENT C

KGIS Maps
a Kgis website

Intro Maps Results Legend Help

Standard Maps

Standard Map
Aerial

Historical Aerials

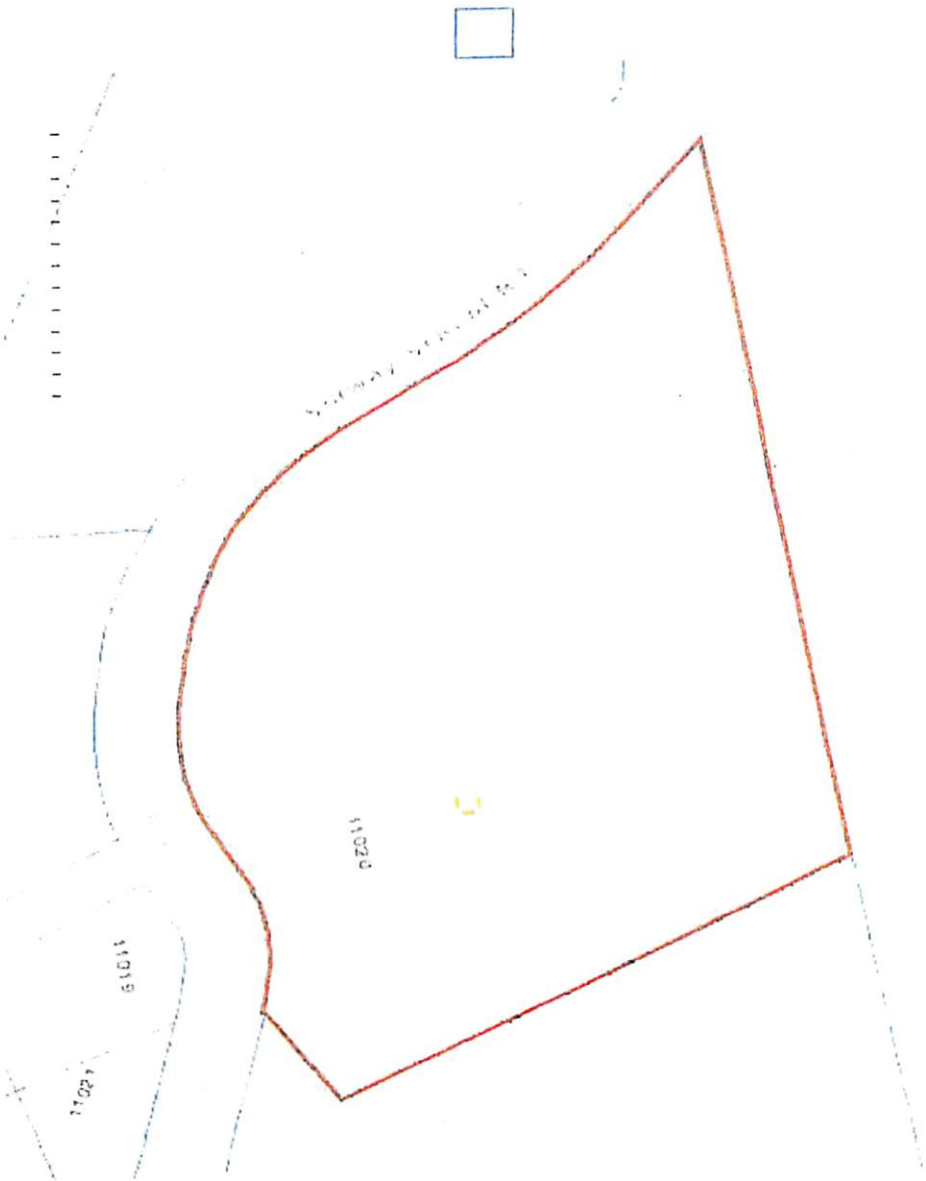
Planning and Zoning Maps

Political District Maps

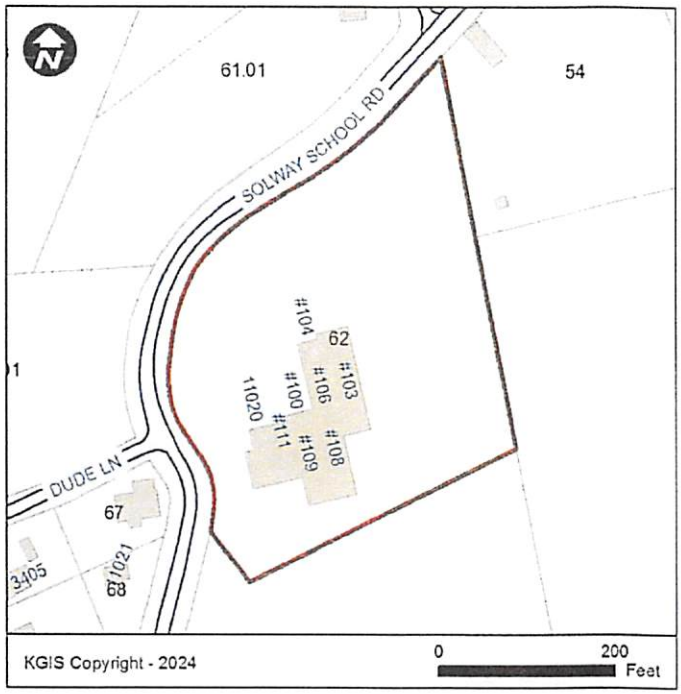
School District Maps

Other Maps

Search By
Enter Address: 11020 S



Parcel 089 062 - Property Map and Details Report



Property Information

Parcel ID:	089 062
Location Address:	11020 SOLWAY SCHOOL RD
CLT Map:	89
Insert:	
Group:	
Condo Letter:	
Parcel:	62
Parcel Type:	NORMAL
District:	W6
Ward:	
City Block:	
Subdivision:	
Rec. Acreage:	0
Calc. Acreage:	3.10
Recorded Plat:	-
Recorded Deed:	20231206 - 0028495
Deed Type:	QC:Quit Claim D
Deed Date:	12/6/2023

Address Information

Site Address:	11020 SOLWAY SCHOOL RD KNOXVILLE - 37931
Address Type:	PRIMARY BUILDING ADDRESS
Site Name:	FAIRVIEW TECHNOLOGY CENTER

Please contact Knoxville-Knox County Planning at (865) 215-2500 if you have questions.

Owner Information

KNOX COUNTY
400 MAIN ST STE 615 CITY-COUNTY BLDG
KNOXVILLE, TN 37902

The owner information shown in this section does **not** necessarily reflect the person(s) responsible for Last Year's property taxes. Report any errors to the Knox County Property Assessor's office at (865) 215-2365.

Jurisdiction Information

County:	KNOX COUNTY
City / Township:	

Other Information

Census Tract:	59.07
Planning Sector:	Northwest County

Please contact Knoxville-Knox County Planning at (865) 215-2500 if you have questions.

Political Districts

Voting Precinct:	64	
Voting Location:		Pellissippi State Community College 10915 HARDIN VALLEY RD
TN State House:	89	
TN State Senate:	5	
County Commission:	6	Terry Hill
(at large seat 10)		Larsen Jay
(at large seat 11)		Kim Frazier
School Board:	6	Betsy Henderson

Please contact Knox County Election Commission at (865) 215-2480 if you have questions.

School Zones

Elementary:	
K - 2nd:	MILL CREEK ELEMENTARY
3rd - 5th:	HARDIN VALLEY ELEMENTARY
Intermediate:	
Middle:	HARDIN VALLEY MIDDLE
High:	HARDIN VALLEY ACADEMY

Important:
For the 2023-2024 school year **Mill Creek Elementary** will be for grades **K-2 ONLY**.
Starting with the 2024-2025 school year, it will become K-5.

Please contact Knox County Schools Transportation and Zoning Department at (865) 594-1550 if you have questions.

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RLA-18721 **35.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026
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, designating/committing and appropriating funds in the amount of $_____ from Fiscal Year 2026 to Fiscal Year 2027 for various funds and departments.
(Finance)

Attachments

No file(s) attached.

RLA-18638 **36.**

AGENDA COMMITTEE

Meeting Date: 08/05/2026

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY MAYOR

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, delegating to the Industrial Development Board of the County of Knox the authority to negotiate, accept and/or waive Payments in Lieu of Taxes in connection with a project proposed by DWF John Sevier, LLC and finding that such payments or the waiver thereof are deemed to be in furtherance of the public purposes of the board as defined in Tenn. Code Ann. § 7-53-305. **(DEFERRED FROM JULY BY MAJORITY VOTE OF COMMISSION)**

(County Mayor)

Attachments

Resolution

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, DELEGATING TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF KNOX THE AUTHORITY TO NEGOTIATE, ACCEPT AND/OR WAIVE PAYMENTS IN LIEU OF TAXES IN CONNECTION WITH A PROJECT PROPOSED BY DWF JOHN SEVIER, LLC AND FINDING THAT SUCH PAYMENTS OR THE WAIVER THEREOF ARE DEEMED TO BE IN FURTHERANCE OF THE PUBLIC PURPOSES OF THE BOARD AS DEFINED IN TENN. CODE ANN. § 7-53-305.

RESOLUTION: **R-26-7-901**

REQUESTED BY: **COUNTY MAYOR**

PREPARED BY: **EGERTON MCAFEE ARMISTEAD & DAVIS, PC KNOXVILLE, TN**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____

_____

DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

_____

WHEREAS, The Industrial Development Board of the County of Knox (the "Corporation") is a nonprofit public corporation organized by Knox County as an industrial development board

pursuant to Tenn. Code Ann. §7-53-301 et seq. (the "Act") and as such is a public instrumentality of Knox County performing a public function; and

WHEREAS, Tenn. Code Ann. §7-53-305 provides that the Corporation and all properties at any time owned by it, and the income and revenues therefrom, and all bonds issued by it, and the income therefrom are exempt from all taxation in the State of Tennessee; and

WHEREAS, the Commission of Knox County, Tennessee (the "Commission") has the power to delegate to the Corporation the authority to negotiate and accept from the Corporation's lessees payments in lieu of ad valorem taxes, provided that any such authorization shall be granted only upon a finding that such payments are deemed to be in furtherance of the Corporation's public purposes as set forth in the Act; and

WHEREAS, by Resolution R-03-1-801 dated January 27, 2003, the Commission adopted a Property Tax Incentive Program, as subsequently amended, (the "Tax Incentive Program") pursuant to which the Corporation has implemented a program designed for economic development using payments in lieu of taxes in accordance with the Act; and

WHEREAS, by Resolution R-04-12-801 dated December 20, 2004, the Commission adopted certain amendments to the Tax Incentive Program in accordance with the Act; and

WHEREAS, under the Tax Incentive Program, the Commission authorized the Corporation to approve and enter into tax incentives that have a term-length established using specified criteria based primarily on the economic impact criterion of job creation, wages, and capital investment; and

WHEREAS, DWF John Sevier, LLC ("Applicant") has or will acquire the real property located at 400 W. Governor John Sevier Highway, Knoxville, TN 37920, parcel ID 137 25403 (the "Property"); and

WHEREAS, Applicant has submitted to the Corporation an application for tax incentives under the Tax Incentive Program in connection with the proposed redevelopment of the Property into a workforce housing townhome development having approximately eighty (80) units (the "Project"); and

WHEREAS, Applicant proposes to restrict 50% of the units within the Project to rents equal to 30% of 80% - 120% of the area median income for the Project's locale, which would be leased to residents making 80% to 120% of such area median income; and

WHEREAS, while the Project does not qualify under the current program criteria established primarily for manufacturing/distribution projects, Commission deems it to be in furtherance of the Act and in the best interest of the public to grant the tax incentive to Applicant based on other public benefits; and

WHEREAS, Applicant has requested that the Commission consider delegating to the Corporation the authority to grant and enter into a 50% tax abatement with Applicant having a term of twenty (20) years; and

WHEREAS, the Commission will designate the County Mayor to approve such Project.

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

That the Commission adopts the Recitals to this Resolution in their entirety, as set forth above.

BE IT FURTHER RESOLVED, the Commission hereby finds that the negotiation and acceptance by the Board of payments in lieu of ad valorem taxes, as such payments are related to the Project, consistent with this resolution are deemed to be in furtherance of the public purposes of the Board as defined in Tennessee Code Annotated Section 7-53-305, and the Commission hereby consents and delegates to the Board the right to negotiate and accept such payments from the Company.

BE IT FURTHER RESOLVED, the Commission hereby finds that the Corporation is a nonprofit public corporation organized by Knox County as an industrial development board pursuant to the Act and as such is a public instrumentality of Knox County performing certain public functions.

BE IT FURTHER RESOLVED, the Commission hereby delegates to the Corporation the authority (i) to accept from Applicant, as a lessee of the Corporation, payments in lieu of ad valorem taxes annually in the amount of 50% of the taxes otherwise to be paid to Knox County, including without limitation all taxes assessed against real property constituting the Project, for a term of twenty (20) years, and (ii) to take such other actions with respect to the Project as may be necessary or convenient to effect the intent of this Resolution. In connection therewith, the Commission hereby finds that the authorization and delegation to the Corporation provided herein are deemed to be in furtherance of the Corporation's public purposes as set forth in the Act.

BE IT FURTHER RESOLVED, to the extent necessary for this Project, the Commission hereby amends the Tax Incentive Program. The Corporation and the County Mayor are hereby authorized and directed to take such actions, from time to time, as they consider necessary or appropriate to carry out the purposes and intentions of this Resolution.

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

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor **Date**

RLA-18613 **37.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
Requested By:	Jill Rosberg, LAW DEPARTMENT		
Department:	COUNTY COMMISSION		
Requires Expenditure of Funds:	NO	Funded in Current Budget:	YES
Appropriation Required:	NO		

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennesseee, establishing a Pedestrian Beverage Zone Pilot Program and designating Belltown Commons as the initial Pedestrian Beverage Zone. **(DEFERRED FROM JULY AT REQUEST OF SPONSOR)** *(Commissioner Hill)*

Attachments

Resolution

Exhibits A & B to Resolution

Draft Resolution

Information

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, ESTABLISHING A PEDESTRIAN BEVERAGE ZONE PILOT PROGRAM AND DESIGNATING BELLTOWN COMMONS AS THE INITIAL PEDESTRIAN BEVERAGE ZONE.

RESOLUTION: R-26-7-904

REQUESTED BY: COMMISSIONER HILL

PREPARED BY: COMMISSIONER HILL

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County seeks to support orderly economic development, walkable mixed-use areas, local restaurants, small businesses, tourism, and community activity within appropriate commercial districts; and

WHEREAS, Belltown Commons is planned as a mixed-use commercial and community gathering area within the Belltown development, with restaurants, retail uses, pedestrian areas, landscaped open space, parking areas, and an outdoor amphitheater intended to host live music, performances, and other community events; and

WHEREAS, the Board of Commissioners finds that a limited, clearly marked, and locally regulated pedestrian beverage zone may encourage pedestrian activity, support event programming and local businesses, and enhance public enjoyment of designated mixed-use areas while maintaining appropriate public safety controls; and

WHEREAS, the Board of Commissioners desires to establish a pilot program known as the Knox County Pedestrian Beverage Zone program, or "PBZ," under which alcoholic beverages and beer may be purchased from approved participating businesses and consumed only within a clearly defined and marked PBZ boundary; and

WHEREAS, the Board of Commissioners further desires to designate Belltown Commons as the initial pilot location for the PBZ program, subject to the requirements, operating rules, boundaries, signage, container-identification requirements, and enforcement provisions set forth in this Resolution and its exhibits; and

WHEREAS, the Board of Commissioners intends that the PBZ program operate only in compliance with all applicable federal, state, and local laws, and nothing in this Resolution shall be construed to authorize any sale, service, possession, or consumption of alcoholic beverages or beer that is prohibited by state law, the rules of the Tennessee Alcoholic Beverage Commission, the rules of the Knox County Beer Board, or any other applicable regulatory authority; and

WHEREAS, the Board of Commissioners finds that the pilot program should be subject to review after implementation so that the County may evaluate public safety, sanitation, business participation, economic activity, pedestrian circulation, event operations, and compatibility with surrounding uses; and

WHEREAS, the Belltown Commons PBZ is located entirely on privately owned property within unincorporated Knox County, and nothing in this Resolution is intended to authorize or permit the possession or open consumption of alcoholic beverages or beer on any public street, public sidewalk, or public right-of-way.

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

SECTION 1. Establishment of Pedestrian Beverage Zone Pilot Program.

There is hereby established a Knox County Pedestrian Beverage Zone pilot program, referred to in this Resolution as the "PBZ program."

The purpose of the PBZ program is to allow, within a specifically designated and marked area, eligible persons who are twenty-one years of age or older to purchase alcoholic beverages or beer from approved participating businesses and consume those beverages while walking within the approved PBZ boundary, subject to the terms of this Resolution, all applicable licenses and permits, and all applicable state and local law.

SECTION 2. Designation of Belltown Commons as Pilot PBZ.

Belltown Commons is hereby designated as the initial pilot Pedestrian Beverage Zone.

The approved PBZ boundary shall be the area shown on Exhibit A, attached hereto and incorporated by reference. The PBZ boundary shall include only the area shaded or otherwise identified on Exhibit A and shall not include areas outside the marked boundary.

The PBZ boundary may include sidewalks, pedestrian areas, plazas, landscaped open spaces, parking areas, private common areas, outdoor event areas, and other designated pedestrian areas within Belltown Commons, but only to the extent shown on Exhibit A and permitted by applicable law.

SECTION 3. Pilot Term and Review.

The Belltown Commons PBZ shall operate as a pilot program for an initial period of twelve months beginning on the date the County Mayor or designee determines that all required approvals, signage, participant authorizations, and operating procedures are in place.

Before the end of the pilot period, the County Mayor or designee shall provide a report to the Board of Commissioners regarding the operation of the pilot program. The report may address, as applicable, public safety calls, code enforcement issues, sanitation, litter, pedestrian activity, business participation, complaints, operational problems, event operations, and recommendations for continuation, modification, expansion, suspension, or termination.

SECTION 4. Hours of Operation.

The Belltown Commons PBZ may operate daily from 10:00 a.m. until 10:00 p.m., unless further restricted by state law, County regulation, Beer Board action, TABC requirement, property-owner rule, participant agreement, or other applicable authority.

No person shall consume alcoholic beverages or beer within the PBZ outside the approved hours of operation, except as otherwise permitted by law.

No participating business shall sell or provide alcoholic beverages or beer for PBZ consumption outside the approved hours of operation, except as otherwise permitted by law.

SECTION 5. Approved Participating Businesses.

Only businesses approved by Knox County as PBZ participants may sell or provide alcoholic beverages or beer for consumption within the PBZ.

To participate, a business must:

A. hold all alcoholic beverage, liquor-by-the-drink, beer, food-service, business, and other licenses or permits required by applicable law;

B. be located within or immediately adjacent to the approved PBZ boundary, unless otherwise approved by Knox County and permitted by law;

C. agree in writing to comply with this Resolution, the PBZ operating rules, all TABC requirements, all Knox County Beer Board requirements, and all applicable laws;

D. use only approved PBZ cups, containers, labels, stickers, or other identification methods;

E. refuse service to underage persons and visibly intoxicated persons;

F. maintain staff training and internal controls sufficient to comply with alcoholic-beverage and beer laws;

G. cooperate with Knox County, law enforcement, the Knox County Beer Board, TABC, and property management concerning PBZ enforcement; and

H. immediately cease PBZ sales if directed to do so by Knox County, law enforcement, the Knox County Beer Board, TABC, or other lawful authority.

Approval as a PBZ participant is a privilege and may be suspended or revoked by Knox County for violation of this Resolution, violation of applicable law, failure to maintain required licenses or permits, public safety concerns, failure to cooperate with enforcement, or other good cause.

The County Mayor or designee shall maintain and publish a current list of approved participating businesses. Approval as a participating business may be suspended or revoked for violation of applicable law or PBZ rules. Participation in the PBZ program does not require a separate zone-level license from the Knox County Beer Board beyond each participating business's existing required retail beer or alcoholic-beverage permits; however, each participating business remains subject to all applicable Knox County Beer Board rules and licensing conditions.

SECTION 6. Approved PBZ Containers and Stickers.

Alcoholic beverages and beer sold for PBZ consumption shall be served only in a County-approved PBZ cup or container, or in a container bearing a County-approved PBZ sticker or label.

Each approved PBZ cup, container, sticker, or label shall include, at minimum:

A. identification of the PBZ program;

B. identification of the participating business that sold or provided the beverage, which may be by business logo, printed business name, approved sticker, or other County-approved method;

C. language or markings indicating that the beverage must remain within the PBZ boundary; and

D. any other information required by Knox County, the Knox County Beer Board, TABC, or applicable law.

The sample PBZ signage and container-identification formats shown on Exhibit B are approved as general PBZ identification formats, subject to administrative modification for readability, placement, regulatory compliance, or updated County branding.

No glass container may be used for PBZ consumption unless expressly approved by Knox County and permitted by all applicable laws and regulations.

No person may possess an alcoholic beverage or beer within the PBZ in a container that does not comply with this Section, except as otherwise permitted by law.

SECTION 7. Boundary, Signage, and Notice.

Knox County, the property owner, or the PBZ administrator shall cause PBZ boundary signage to be installed and maintained at appropriate entrances, exits, and pedestrian transition points.

PBZ signage shall substantially identify:

A. the area as a Pedestrian Beverage Zone;

B. the approved hours of operation;

C. that alcoholic beverages and beer must be finished or discarded before leaving the PBZ area;

D. that outside alcoholic beverages and beer are not permitted within the PBZ unless otherwise allowed by law;

E. a QR code or other link to current PBZ information and rules, where practical; and

F. any other rules required by Knox County, the Knox County Beer Board, TABC, law enforcement, or the PBZ operating plan.

The sign designs attached as Exhibit B are approved as the initial PBZ informational and boundary sign designs, subject to administrative modification for readability, placement, regulatory compliance, or updated County branding. Boundary signage shall be posted at appropriate exit points to notify pedestrians that alcoholic beverages may not be carried beyond the approved PBZ boundary.

SECTION 8. Prohibited Conduct.

Within the PBZ, except as otherwise permitted by law, it shall be prohibited for any person to:

A. possess or consume alcoholic beverages or beer outside the approved PBZ hours;

B. leave the PBZ boundary with an open alcoholic beverage or beer container purchased for PBZ consumption;

C. bring alcoholic beverages or beer into the PBZ;

D. possess alcoholic beverages or beer in an unapproved container;

E. possess or consume alcoholic beverages or beer in violation of any applicable law, regulation, license condition, permit condition, posted rule, or lawful order;

F. remove, damage, obscure, or alter PBZ signage, boundary markers, or safety controls; or

G. possess or consume alcoholic beverages or beer within the PBZ if that person is under the minimum age required to purchase or consume alcoholic beverages under applicable Tennessee law.

SECTION 9. Security, Sanitation, Live Events, and Operations.

The PBZ shall operate according to an administrative operating plan approved by the County Mayor or designee. The County Mayor or designee shall adopt and file the initial operating plan with the County Clerk within ninety (90) days of the effective date of this Resolution. The operating plan, and any subsequent amendments thereto, shall be filed with the County Clerk and made available for public inspection.

The operating plan may include:

A. PBZ boundary map and signage locations;

B. participating-business approval procedures;

C. approved container, sticker, and label specifications;

D. security and law-enforcement coordination;

E. trash, recycling, litter-control, and sanitation procedures;

F. procedures for live music, performances, and other events at the Belltown Commons outdoor amphitheater;

G. procedures for temporary suspension during emergencies, severe weather, overcrowding, construction, public safety concerns, or other operational issues;

H. procedures for complaints, violations, and participant discipline; and

I. any additional rules necessary for safe and orderly operation.

The PBZ shall operate only in accordance with sanitation and waste-disposal measures approved as part of the PBZ operating plan. Such measures may include trash and recycling receptacles, litter control, collection schedules, post-event cleanup, and other measures reasonably necessary to maintain public health, safety, and appearance within the PBZ.

Sanitation and waste-disposal measures may be provided by participating businesses, property owners, event operators, private contractors, or other responsible parties, and nothing in this Resolution shall require the County to provide additional waste-disposal services unless separately approved.

The County Mayor or designee may approve administrative modifications to the operating plan, signage placement, participant forms, sticker specifications, event procedures, and similar implementation details, provided such modifications are consistent with this Resolution and applicable law.

SECTION 10. Enforcement.

The Knox County Sheriff's Office, Knox County Codes Administration, the Knox County Beer Board, and any other agency with lawful jurisdiction may enforce applicable laws, regulations, permits, and rules within the PBZ.

Violation of this Resolution or the PBZ operating rules may result in removal from the PBZ, citation, arrest, suspension or revocation of PBZ participant approval, referral to the Knox County Beer Board, referral to TABC, or any other remedy available by law. Nothing herein shall limit the authority of law enforcement to pursue criminal charges under applicable law for conduct that constitutes a criminal offense independent of this Resolution.

The County Mayor or designee may temporarily suspend PBZ operations, in whole or in part, if necessary for public safety, regulatory compliance, emergency response, severe weather, special events, construction, crowd management, or other substantial operational concerns.

SECTION 11. Property Owner and Management Responsibilities.

Before PBZ operations begin, the owner or manager of the property included within the PBZ shall provide written consent to the PBZ designation and shall agree to cooperate with Knox County regarding signage, maintenance, sanitation, security, participant

coordination, event operations, and enforcement, as applicable under the approved operating plan.

Nothing in this Resolution shall prevent the property owner or manager from imposing stricter rules on the possession or consumption of alcoholic beverages or beer within private property under its control, provided such rules do not conflict with applicable law.

SECTION 12. No Expansion Without Approval.

The Belltown Commons PBZ boundary shall not be expanded beyond the area shown on Exhibit A unless approved by the Board of Commissioners by subsequent resolution or other appropriate legislative action.

Additional PBZ pilot locations may be considered by the Board of Commissioners by separate resolution.

SECTION 13. Compliance With State and Local Law.

This Resolution is intended to operate only to the fullest extent permitted by state and local law.

No provision of this Resolution shall be construed to authorize any sale, service, possession, transportation, or consumption of alcoholic beverages or beer that is prohibited by Tennessee law, federal law, TABC rule, Knox County Beer Board rule, license condition, permit condition, or other applicable authority.

If any approval, license, permit, rulemaking, state authorization, or regulatory action is required before the PBZ may operate, PBZ operations shall not begin until such approval, license, permit, rulemaking, authorization, or regulatory action has been obtained.

SECTION 14. Severability.

If any section, subsection, sentence, clause, phrase, or provision of this Resolution is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remaining portions of this Resolution, which shall remain in full force and effect.

SECTION 15. Effective Date.

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**

EXHIBIT A

BELLTOWN COMMONS PEDESTRIAN BEVERAGE ZONE BOUNDARY MAP



Note: Boundary is shown for resolution exhibit purposes. Final field signage and operating plan should conform to the approved PBZ boundary.

EXHIBIT B

APPROVED PBZ SIGNAGE AND CONTAINER IDENTIFICATION FORMAT

The sample signage and identification formats shown in this Exhibit are approved as initial PBZ formats. Sign content, QR codes, business identifiers, and branding may be administratively modified for readability, placement, regulatory compliance, or updated County branding. The Belltown logo shown in the sample may be replaced with the logo, name, or other approved identifier of the participating business that sold or provided the beverage.







RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF KNOX COUNTY, TENNESSEE, ESTABLISHING A PEDESTRIAN BEVERAGE ZONE PILOT PROGRAM AND DESIGNATING BELLTOWN COMMONS AS THE INITIAL PEDESTRIAN BEVERAGE ZONE

WHEREAS, Knox County seeks to support orderly economic development, walkable mixed-use areas, local restaurants, small businesses, tourism, and community activity within appropriate commercial districts; and

WHEREAS, Belltown Commons is planned as a mixed-use commercial and community gathering area within the Belltown development, with restaurants, retail uses, pedestrian areas, landscaped open space, parking areas, and an outdoor amphitheater intended to host live music, performances, and other community events; and

WHEREAS, the Board of Commissioners finds that a limited, clearly marked, and locally regulated pedestrian beverage zone may encourage pedestrian activity, support event programming and local businesses, and enhance public enjoyment of designated mixed-use areas while maintaining appropriate public safety controls; and

WHEREAS, the Board of Commissioners desires to establish a pilot program known as the Knox County Pedestrian Beverage Zone program, or "PBZ," under which alcoholic beverages and beer may be purchased from approved participating businesses and consumed only within a clearly defined and marked PBZ boundary; and

WHEREAS, the Board of Commissioners further desires to designate Belltown Commons as the initial pilot location for the PBZ program, subject to the requirements, operating rules, boundaries, signage, container-identification requirements, and enforcement provisions set forth in this Resolution and its exhibits; and

WHEREAS, the Board of Commissioners intends that the PBZ program operate only in compliance with all applicable federal, state, and local laws, and nothing in this Resolution shall be construed to authorize any sale, service, possession, or consumption of alcoholic beverages or beer that is prohibited by state law, the rules of the Tennessee Alcoholic Beverage Commission, the rules of the Knox County Beer Board, or any other applicable regulatory authority; and

WHEREAS, the Board of Commissioners finds that the pilot program should be subject to review after implementation so that the County may evaluate public safety, sanitation, business participation, economic activity, pedestrian circulation, event operations, and compatibility with surrounding uses; and

WHEREAS, the Belltown Commons PBZ is located entirely on privately owned property within unincorporated Knox County, and nothing in this Resolution is intended to authorize or permit the possession or open consumption of alcoholic beverages or beer on any public street, public sidewalk, or public right-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF KNOX COUNTY, TENNESSEE:

SECTION 1. Establishment of Pedestrian Beverage Zone Pilot Program.

There is hereby established a Knox County Pedestrian Beverage Zone pilot program, referred to in this Resolution as the "PBZ program."

The purpose of the PBZ program is to allow, within a specifically designated and marked area, eligible persons who are twenty-one years of age or older to purchase alcoholic beverages or beer from approved participating businesses and consume those beverages while walking within the approved PBZ boundary, subject to the terms of this Resolution, all applicable licenses and permits, and all applicable state and local law.

SECTION 2. Designation of Belltown Commons as Pilot PBZ.

Belltown Commons is hereby designated as the initial pilot Pedestrian Beverage Zone.

The approved PBZ boundary shall be the area shown on Exhibit A, attached hereto and incorporated by reference. The PBZ boundary shall include only the area shaded or otherwise identified on Exhibit A and shall not include areas outside the marked boundary.

The PBZ boundary may include sidewalks, pedestrian areas, plazas, landscaped open spaces, parking areas, private common areas, outdoor event areas, and other designated pedestrian areas within Belltown Commons, but only to the extent shown on Exhibit A and permitted by applicable law.

SECTION 3. Pilot Term and Review.

The Belltown Commons PBZ shall operate as a pilot program for an initial period of twelve months beginning on the date the County Mayor or designee determines that all required approvals, signage, participant authorizations, and operating procedures are in place.

Before the end of the pilot period, the County Mayor or designee shall provide a report to the Board of Commissioners regarding the operation of the pilot program. The report may address, as applicable, public safety calls, code enforcement issues, sanitation, litter, pedestrian activity, business participation, complaints, operational problems, event operations, and recommendations for continuation, modification, expansion, suspension, or termination.

SECTION 4. Hours of Operation.

The Belltown Commons PBZ may operate daily from 10:00 a.m. until 10:00 p.m., unless further restricted by state law, County regulation, Beer Board action, TABC requirement, property-owner rule, participant agreement, or other applicable authority.

No person shall consume alcoholic beverages or beer within the PBZ outside the approved hours of operation, except as otherwise permitted by law.

No participating business shall sell or provide alcoholic beverages or beer for PBZ consumption outside the approved hours of operation, except as otherwise permitted by law.

SECTION 5. Approved Participating Businesses.

Only businesses approved by Knox County as PBZ participants may sell or provide alcoholic beverages or beer for consumption within the PBZ.

To participate, a business must:

A. hold all alcoholic beverage, liquor-by-the-drink, beer, food-service, business, and other licenses or permits required by applicable law;

B. be located within or immediately adjacent to the approved PBZ boundary, unless otherwise approved by Knox County and permitted by law;

C. agree in writing to comply with this Resolution, the PBZ operating rules, all TABC requirements, all Knox County Beer Board requirements, and all applicable laws;

D. use only approved PBZ cups, containers, labels, stickers, or other identification methods;

E. refuse service to underage persons and visibly intoxicated persons;

F. maintain staff training and internal controls sufficient to comply with alcoholic-beverage and beer laws;

G. cooperate with Knox County, law enforcement, the Knox County Beer Board, TABC, and property management concerning PBZ enforcement; and

H. immediately cease PBZ sales if directed to do so by Knox County, law enforcement, the Knox County Beer Board, TABC, or other lawful authority.

Approval as a PBZ participant is a privilege and may be suspended or revoked by Knox County for violation of this Resolution, violation of applicable law, failure to maintain required licenses or permits, public safety concerns, failure to cooperate with enforcement, or other good cause.

The County Mayor or designee shall maintain and publish a current list of approved participating businesses. Approval as a participating business may be suspended or revoked for violation of applicable law or PBZ rules. Participation in the PBZ program does not require a separate zone-level license from the Knox County Beer Board beyond each participating business's existing required retail beer or alcoholic-beverage permits; however, each participating business remains subject to all applicable Knox County Beer Board rules and licensing conditions.

SECTION 6. Approved PBZ Containers and Stickers.

Alcoholic beverages and beer sold for PBZ consumption shall be served only in a County-approved PBZ cup or container, or in a container bearing a County-approved PBZ sticker or label.

Each approved PBZ cup, container, sticker, or label shall include, at minimum:

A. identification of the PBZ program;

B. identification of the participating business that sold or provided the beverage, which may be by business logo, printed business name, approved sticker, or other County-approved method;

C. language or markings indicating that the beverage must remain within the PBZ boundary; and

D. any other information required by Knox County, the Knox County Beer Board, TABC, or applicable law.

The sample PBZ signage and container-identification formats shown on Exhibit B are approved as general PBZ identification formats, subject to administrative modification for readability, placement, regulatory compliance, or updated County branding.

No glass container may be used for PBZ consumption unless expressly approved by Knox County and permitted by all applicable laws and regulations.

No person may possess an alcoholic beverage or beer within the PBZ in a container that does not comply with this Section, except as otherwise permitted by law.

SECTION 7. Boundary, Signage, and Notice.

Knox County, the property owner, or the PBZ administrator shall cause PBZ boundary signage to be installed and maintained at appropriate entrances, exits, and pedestrian transition points.

PBZ signage shall substantially identify:

A. the area as a Pedestrian Beverage Zone;

B. the approved hours of operation;

C. that alcoholic beverages and beer must be finished or discarded before leaving the PBZ area;

D. that outside alcoholic beverages and beer are not permitted within the PBZ unless otherwise allowed by law;

E. a QR code or other link to current PBZ information and rules, where practical; and

F. any other rules required by Knox County, the Knox County Beer Board, TABC, law enforcement, or the PBZ operating plan.

The sign designs attached as Exhibit B are approved as the initial PBZ informational and boundary sign designs, subject to administrative modification for readability, placement, regulatory compliance, or updated County branding. Boundary signage shall be posted at appropriate exit points to notify pedestrians that alcoholic beverages may not be carried beyond the approved PBZ boundary.

SECTION 8. Prohibited Conduct.

Within the PBZ, except as otherwise permitted by law, it shall be prohibited for any person to:

A. possess or consume alcoholic beverages or beer outside the approved PBZ hours;

B. leave the PBZ boundary with an open alcoholic beverage or beer container purchased for PBZ consumption;

C. bring alcoholic beverages or beer into the PBZ;

D. possess alcoholic beverages or beer in an unapproved container;

E. possess or consume alcoholic beverages or beer in violation of any applicable law, regulation, license condition, permit condition, posted rule, or lawful order;

F. remove, damage, obscure, or alter PBZ signage, boundary markers, or safety controls; or

G. possess or consume alcoholic beverages or beer within the PBZ if that person is under the minimum age required to purchase or consume alcoholic beverages under applicable Tennessee law.

SECTION 9. Security, Sanitation, Live Events, and Operations.

The PBZ shall operate according to an administrative operating plan approved by the County Mayor or designee. The County Mayor or designee shall adopt and file the initial operating plan with the County Clerk within ninety (90) days of the effective date of this Resolution. The operating plan, and any subsequent amendments thereto, shall be filed with the County Clerk and made available for public inspection.

The operating plan may include:

A. PBZ boundary map and signage locations;

B. participating-business approval procedures;

C. approved container, sticker, and label specifications;

D. security and law-enforcement coordination;

E. trash, recycling, litter-control, and sanitation procedures;

F. procedures for live music, performances, and other events at the Belltown Commons outdoor amphitheater;

G. procedures for temporary suspension during emergencies, severe weather, overcrowding, construction, public safety concerns, or other operational issues;

H. procedures for complaints, violations, and participant discipline; and

I. any additional rules necessary for safe and orderly operation.

The PBZ shall operate only in accordance with sanitation and waste-disposal measures approved as part of the PBZ operating plan. Such measures may include trash and recycling receptacles, litter control, collection schedules, post-event cleanup, and other measures reasonably necessary to maintain public health, safety, and appearance within the PBZ.

Sanitation and waste-disposal measures may be provided by participating businesses, property owners, event operators, private contractors, or other responsible parties, and nothing in this Resolution shall require the County to provide additional waste-disposal services unless separately approved.

The County Mayor or designee may approve administrative modifications to the operating plan, signage placement, participant forms, sticker specifications, event procedures, and similar implementation details, provided such modifications are consistent with this Resolution and applicable law.

SECTION 10. Enforcement.

The Knox County Sheriff's Office, Knox County Codes Administration, the Knox County Beer Board, and any other agency with lawful jurisdiction may enforce applicable laws, regulations, permits, and rules within the PBZ.

Violation of this Resolution or the PBZ operating rules may result in removal from the PBZ, citation, arrest, suspension or revocation of PBZ participant approval, referral to the Knox County Beer Board, referral to TABC, or any other remedy available by law. Nothing herein shall limit the authority of law enforcement to pursue criminal charges under applicable law for conduct that constitutes a criminal offense independent of this Resolution.

The County Mayor or designee may temporarily suspend PBZ operations, in whole or in part, if necessary for public safety, regulatory compliance, emergency response, severe weather, special events, construction, crowd management, or other substantial operational concerns.

SECTION 11. Property Owner and Management Responsibilities.

Before PBZ operations begin, the owner or manager of the property included within the PBZ shall provide written consent to the PBZ designation and shall agree to cooperate with Knox County regarding signage, maintenance, sanitation, security, participant coordination, event operations, and enforcement, as applicable under the approved operating plan.

Nothing in this Resolution shall prevent the property owner or manager from imposing stricter rules on the possession or consumption of alcoholic beverages or beer within private property under its control, provided such rules do not conflict with applicable law.

SECTION 12. No Expansion Without Approval.

The Belltown Commons PBZ boundary shall not be expanded beyond the area shown on Exhibit A unless approved by the Board of Commissioners by subsequent resolution or other appropriate legislative action.

Additional PBZ pilot locations may be considered by the Board of Commissioners by separate resolution.

SECTION 13. Compliance With State and Local Law.

This Resolution is intended to operate only to the fullest extent permitted by state and local law.

No provision of this Resolution shall be construed to authorize any sale, service, possession, transportation, or consumption of alcoholic beverages or beer that is prohibited by Tennessee law, federal law, TABC rule, Knox County Beer Board rule, license condition, permit condition, or other applicable authority.

If any approval, license, permit, rulemaking, state authorization, or regulatory action is required before the PBZ may operate, PBZ operations shall not begin until such approval, license, permit, rulemaking, authorization, or regulatory action has been obtained.

SECTION 14. Severability.

If any section, subsection, sentence, clause, phrase, or provision of this Resolution is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remaining portions of this Resolution, which shall remain in full force and effect.

SECTION 15. Effective Date.

This Resolution shall take effect upon passage, the public welfare requiring it.

ADOPTED this _____ day of _____, 20___.

KNOX COUNTY BOARD OF COMMISSIONERS

_____

Chair

_____

ATTEST:
County Clerk

_____

APPROVED AS TO FORM:
Law Director

EXHIBIT A

BELLTOWN COMMONS PEDESTRIAN BEVERAGE ZONE BOUNDARY MAP



Note: Boundary is shown for resolution exhibit purposes. Final field signage and operating plan should conform to the approved PBZ boundary.

EXHIBIT B

APPROVED PBZ SIGNAGE AND CONTAINER IDENTIFICATION FORMAT

The sample signage and identification formats shown in this Exhibit are approved as initial PBZ formats. Sign content, QR codes, business identifiers, and branding may be administratively modified for readability, placement, regulatory compliance, or updated County branding. The Belltown logo shown in the sample may be replaced with the logo, name, or other approved identifier of the participating business that sold or provided the beverage.









PEDESTRIAN BEVERAGE ZONE AT BELLTOWN COMMONS

BELLTOWN

LIVE - WORK - PLAY

A Proposal for a Knox County Pedestrian Beverage Zone

Knox County's Pedestrian Beverage Zone — and the Case for Belltown Commons

A PBZ (Pedestrian Beverage Zone) is the proposed term for a mapped district in Knox County where patrons 21 and older may purchase alcoholic beverages from approved businesses and carry them outside within designated boundaries. Knoxville uses the term DORA for similar zones.

Built-In Audience

Belltown's residential community — spanning single-family homes, townhomes, and apartments — creates a natural customer base for PBZ-participating businesses.

Anchor Licensed Venues

Soccer Taco and Abridged Burger Co. already operate in Belltown Commons with more on the way — the exact cluster of licensed venues a PBZ is designed to serve.

Designed for Outdoor Gathering

A walkable town center with a compact, clearly defined perimeter and an outdoor amphitheater makes Belltown Commons an ideal and manageable PBZ.





A Ready-Made PBZ District

Belltown Commons is a compact, walkable commercial district with clearly defined boundaries, licensed vendors, and outdoor gathering spaces — all the key ingredients for a successful and manageable PBZ.

Anchor Venues

Soccer Taco, Abridged Burger Co., and more

Defined Boundaries

Compact town center with natural signage and entry points

Outdoor Venue

Amphitheater and outdoor greenspace ideal for PBZ activity

Safe & Managed

Daycare and medical office on SW perimeter excluded from zone with buffer

SOCCERTACO
MEXICAN SPORTS BAR · TACOS

ABRIDGED
· TEN BURGER Co USA ·

BELLTOWN COMMONS
PROPOSED ZONE





Example PBZ beverage label

Belltown Commons PBZ: Rules & Guidelines

- **21+ Age Requirement**
  Patrons must be 21 or older to carry beverages within the designated Belltown Commons PBZ boundary.
- **Approved Containers Only**
  Drinks must be served in a can or clear cup with the PBZ label printed or attached as a sticker. No glass containers permitted anywhere in the zone.
- **Stay Within the Zone**
  Beverages may only be consumed within the posted PBZ boundaries and may not leave the zone.
- **Participating Businesses**
  Only Knox County-approved retailers may sell PBZ beverages. Each business applies separately and must post approval signage.
- **Operating Hours**
  The PBZ operates 10 a.m. to 10 p.m. daily. Outside these hours, standard open-container regulations apply.
- **Boundary Signage**
  Entry and exit points must be marked with posted signs. The daycare and medical office parcels on the SW perimeter are excluded from the zone.

AN OPPORTUNITY FOR KNOX COUNTY

Belltown Is Outside City Limits

Belltown Commons sits in Knox County but outside Knoxville city boundaries — meaning Knox County must lead in creating this program.

Knoxville Has Shown the Way

Knoxville recently approved DORAs near Covenant Health Park and Market Square — a proven Tennessee model ready to replicate.

A First for Knox County

No Knox County outdoor refreshment zone currently exists. Belltown Commons is the ideal first: compact boundaries, licensed venues, and a built-in community.

Economic Upside for the County

A Knox County PBZ ordinance would generate new F&B tax revenue, attract visitors from across the region, and strengthen the case for future commercial investment.

Low Risk, High Reward

Knox County can model its ordinance directly on Knoxville's framework, with enforcement, signage, and permit requirements already field-tested nearby.

We ask Knox County Commission to: adopt a PBZ ordinance, designate Belltown Commons as the pilot zone, and authorize participating businesses to apply for PBZ permits.



BELLTOWN

LIVE - WORK - PLAY

Belltown Commons is ready to become Knox County's first Pedestrian Beverage Zone (PBZ). With licensed venues open, a walkable town center, and a built-in community, all the ingredients are in place. We invite Knox County Commission to take the next step and establish the Belltown Commons Pedestrian Beverage Zone.

belltowntn.com
(865) 693-6961 • info@belltowntn.com

RLA-18715 **38.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026
Requested By:	Christen Kardatzke, INFORMATION TECHNOLOGY
Department:	INFORMATION TECHNOLOGY
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 M**icrosoft** enterprise agreement for the provision of IT services.
(Information Technology)

Attachments

No file(s) attached.

RLA-18687 **39.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
Requested By:	April Tomlin, SENIOR SERVICES		
Department:	SENIOR SERVICES		
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, approving receipt of a donation of approximately $7,000.00 from Food City Stores for coffee service at six (6) Knox County Senior Centers for the period beginning September 1, 2026 through August 31, 2027. (Valued at $7,000). (No match required)
(Senior and Veterans Services)

Attachments

No file(s) attached.

RLA-18671 **40.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
Requested By:	Danielle Davis, BENEFITS		
Department:	BENEFITS		
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 EyeMed Vision Care, LLC for the provision of Employee Vision Benefit Services. *(Benefits)*

Attachments

No file(s) attached.

RLA-18702 **41.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
Requested By:	Danielle Davis, BENEFITS		
Department:	BENEFITS		
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 Second Amendment to the Administrative Services Agreement with BlueCross BlueShield of Tennessee, Inc. for the administration of employee medical insurance benefits under the Knox County Government Health Care Plan.
(Benefits)

Attachments

No file(s) attached.

RLA-18719 **42.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026
Requested By:	Drucilla Stills, COUNTY COMMISSION
Department:	PROPERTY ASSESSOR
Requires Expenditure of Funds:	Funded in Current Budget:
Appropriation Required:	

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, accepting the new certified tax rate based on the reappraisal and establishing an official tax rate for the fiscal year beginning July 1, 2026 and ending June 30, 2027.
(Property Assessor)

Attachments

No file(s) attached.

RLA-18686 **43.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026
Requested By:	Drucilla Stills, COUNTY COMMISSION
Department:	COUNTY COMMISSION
Requires Expenditure of Funds:	Funded in Current Budget:
Appropriation Required:	

CAPTION

Presentation from Second Harvest Food Bank. **(DEFERRED FROM JULY AT REQUEST OF SPONSOR)**

(Commissioner Thompson)

Attachments

No file(s) attached.

RLA-18716 **44.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026
Requested By:	Erin Kelbly, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	NO
Funded in Current Budget:	YES
Appropriation Required:	NO

CAPTION

Consideration of the closure of a portion of excess Beaver Ridge Road Right of Way, which is the result of the road relocation in 2008, and the closure of a portion of the 6600 block of Ball Camp Pike.
(Commissioner Hill)

Attachments

Beaver Ridge Rd ROW and BCP Commission Packet

KNOX COUNTY
TENNESSEE

ENGINEERING & PUBLIC WORKS

Finance & Administration • Development Services • Fleet Services • Operations

Notice of Request to Close Road/Right of Way

Date:	Monday, August 3, 2026
Name of Road:	Portion of former Beaver Ridge Road alignment and portion of current 6600 block of Ball Camp Pike
Location of Road:	Unused portion of former Beaver Ridge Road north of parcel 079 033 and south of parcel 079JA02. The roadbed at this location was removed for the Ball Camp Pike Relocation Project around 2008. The Ball Camp Pike cul-de-sac segment is located south of Beaver Ridge Road, north of Oak Ridge Highway, and across from Tecoy Quarry Lane
Length of Road:	+/- 415 feet of Right of Way formerly portion of Beaver Ridge Road +/- 300 feet of Ball Camp Pike
Reason for Request:	Property owner request for future development
Adjoining Landowners:	Patti and Charles Scarbrough; 0 Schaad Rd; 079JA020 Charles Malone; 4511 Beaver Ridge Rd; 079 033 Fred and Barbara Weaver; 6620 Oak Ridge Hwy Suite 101; 079JB003
Closure Representatives:	Marc Payne and Michael Scott, MBI Companies, Inc. 229 N Weisgarber Rd. (865) 742-0297

The closure of these roads and right of way will be discussed in the Main Assembly Room of the City-County Building during the Optional Agenda Review meeting on **Monday, August 24, 2026, at 3:00 p.m**. We encourage the closure representative to attend this meeting, in the event questions are posed. A public hearing will be held later in the same assembly room as part of the County Commission Meeting. The date is **Monday, August 31, 2026, at 5:00 p.m.** The closure representative should be present at this meeting and be prepared to speak in the event questions are posed. The public is invited to attend these meetings and speak on the matter. Please email rowclosures@knoxcounty.org or call 865-839-3592 with questions.

KNOX COUNTY
TENNESSEE

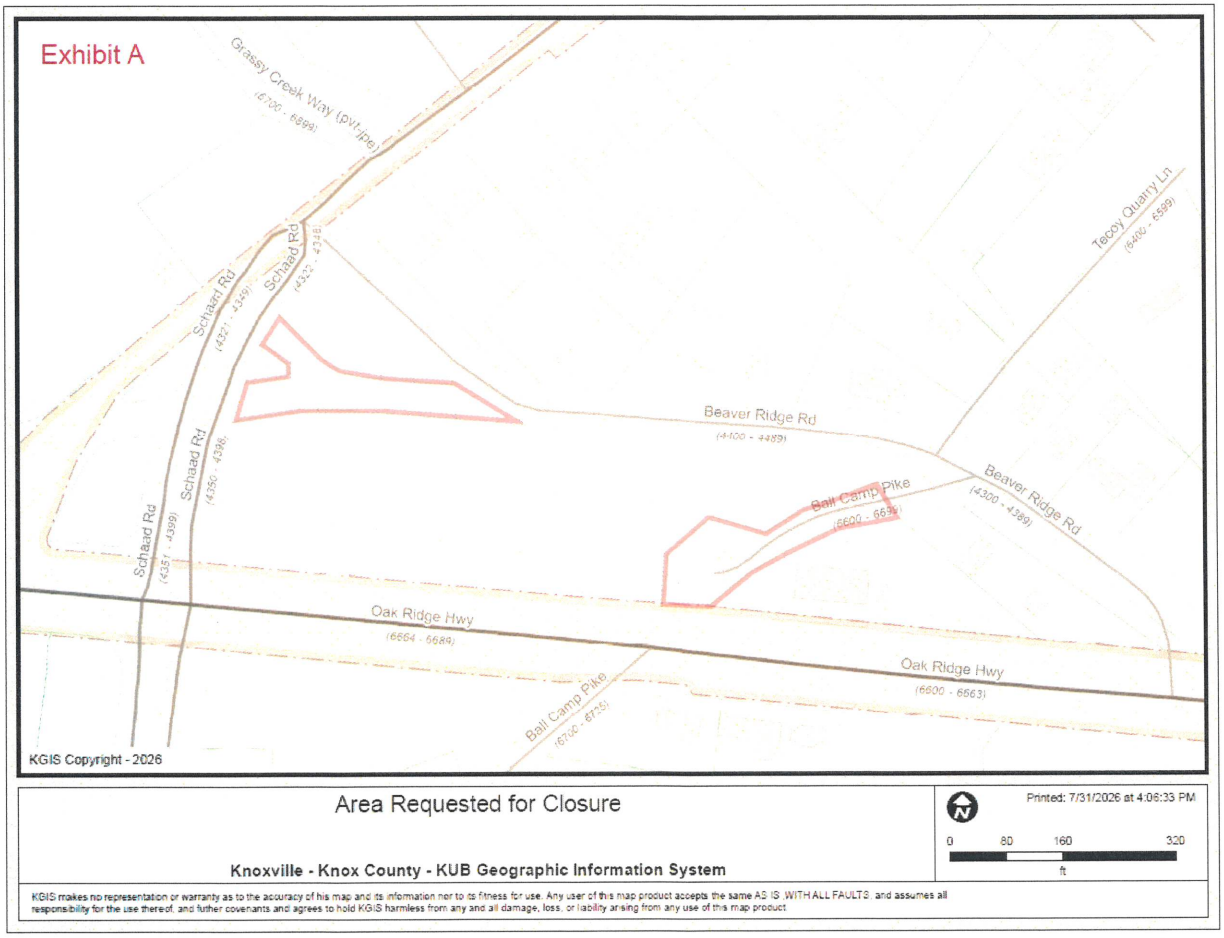
ENGINEERING & PUBLIC WORKS

Finance & Administration • Development Services • Fleet Services • Operations

The property owners are required to furnish a survey to Knox County Engineering and Public Works showing the boundaries of the right of way to be abandoned and the boundaries of the lots of the person to whom the right of way is to be transferred as they will exist after the right of way is closed as requested. A metes and bounds paragraph description of the area being closed is also required. These documents can be submitted before or after the Commission Meetings. They must be submitted prior to preparation of the Quit Claim Deed.

Sincerely,

Jim Snowden, P.E.
Senior Director



205 West Baxter Avenue • Knoxville, TN 37917 • www.knoxcounty.org
Phone: 865-215-5800

We are requesting closure on the following:

Ball Camp Pike from the northernmost point of 6620 Oak Ridge Hwy (CLT 079JB003) to its terminus at Oak Ridge hwy. The requested portion to be closed is 300' in length with varying widths from the lot line between parcels 079JB002 and 079JB003 with a measurement of 56' +/- to the boundary of Oak Ridge Highway and Cul de Sac with a width of 90' +/-.

Unused portion of Beaver Ridge Road adjacent to the northern lot line of 4511 Beaver Ridge RD (CLT 079 033) and the unused portion that is adjacent to 0 Schaad Rd (CLT 079JA020). The requested portion of Beaver Ridge to be closed is 370' +/- in length with a width of 50'+/-. (See attached maps)

Attached with this request is a map showing the location and portions of the right of way that is part of the request as well as the canvas form. We were unable to contact the owners of 0 Schaad Rd (CLT 079JA020), but it is our understanding that County Commissioner Terry Hill has been in direct contact with your office in support of the closure requests.

The reason for the requests is to expand the property to support the construction of a KenJo Market and a Buddy's BBQ on parcel 079 033. Inclusion of the additional acreage will assist is providing sufficient room for ingress/egress including delivery vehicles and customer traffic.

Upon approval, the property will be transferred to parcel 079 033.

Representatives for the request will be:

Marc Payne, APA

Planning, Permitting, Research specialist

Michael Scott

Senior Associate, Architecture

MBI Companies, Inc.

299 N Weisgarber Rd

Knoxville, TN 37919

(865) 742-0297

marcp@mbicompanies.com michaels@mbicompanies.com

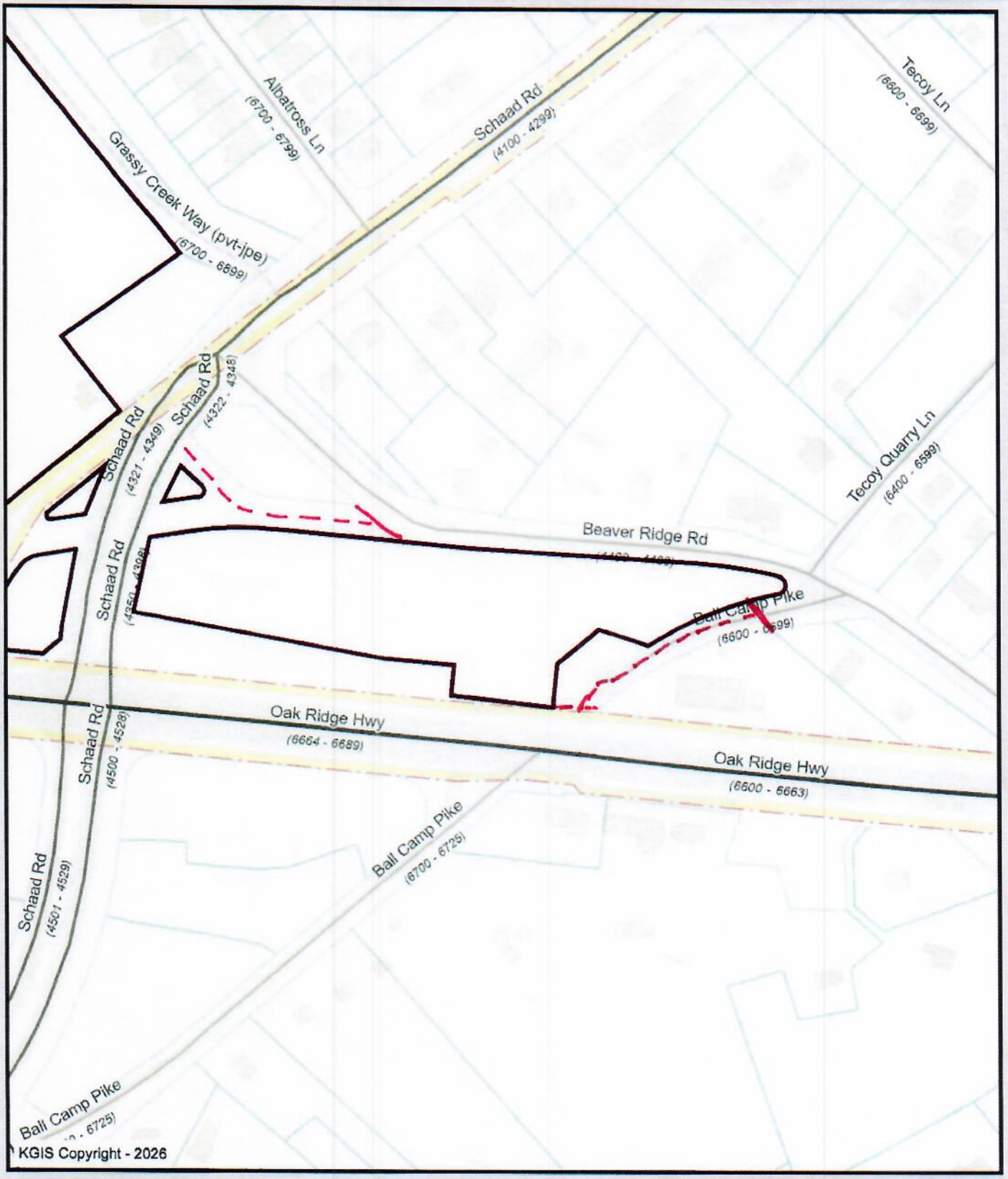
Applicant submittal

Right of Way Closure Canvass Form

All owners and holders of option on property abutting the proposed closure must sign the list below and express their opinion about this closure. A map showing the location and addresses of these properties must accompany this application.

Name, Address, Phone Number	Signature	Agree	Disagree
CHARLES D. MALONE 304 S. FAISON AVE			
FAISON, N.C. 28301 336-287-8009	C. D. Malone	✓	
Fred Weaver 865-386-1424 6620 Oak Ridge Hwy, Knox 37931		✓	
Cole Carruthers 325 Joule St.			
Alcoa, TN 37701 865-771-9289	Cole W. Carruthers	✓	

Applicant submittal



Schaad Rd & Oak Ridge Hwy

Knoxville - Knox County - KUB Geographic Information System

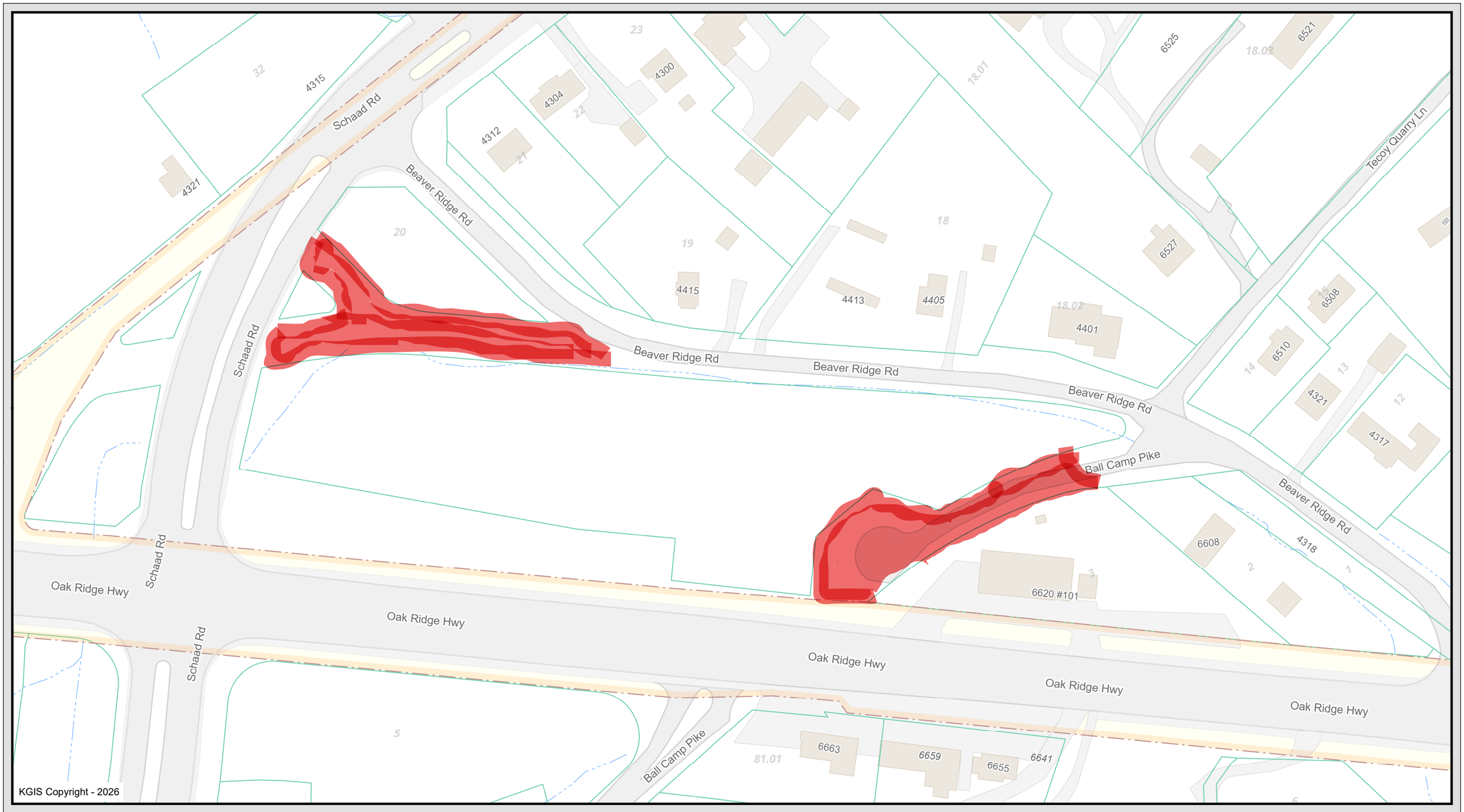
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KGIS makes no representation or warranty as to the accuracy of his map and its information nor to its fitness for use. Any user of this map product accepts the same AS IS ,WITH ALL FAULTS, and assumes all responsibility for the use thereof, and futher covenants and agrees to hold KGIS harmless from any and all damage, loss, or liability arising from any use of this map product.

Applicant submittal



TabloidLandscape

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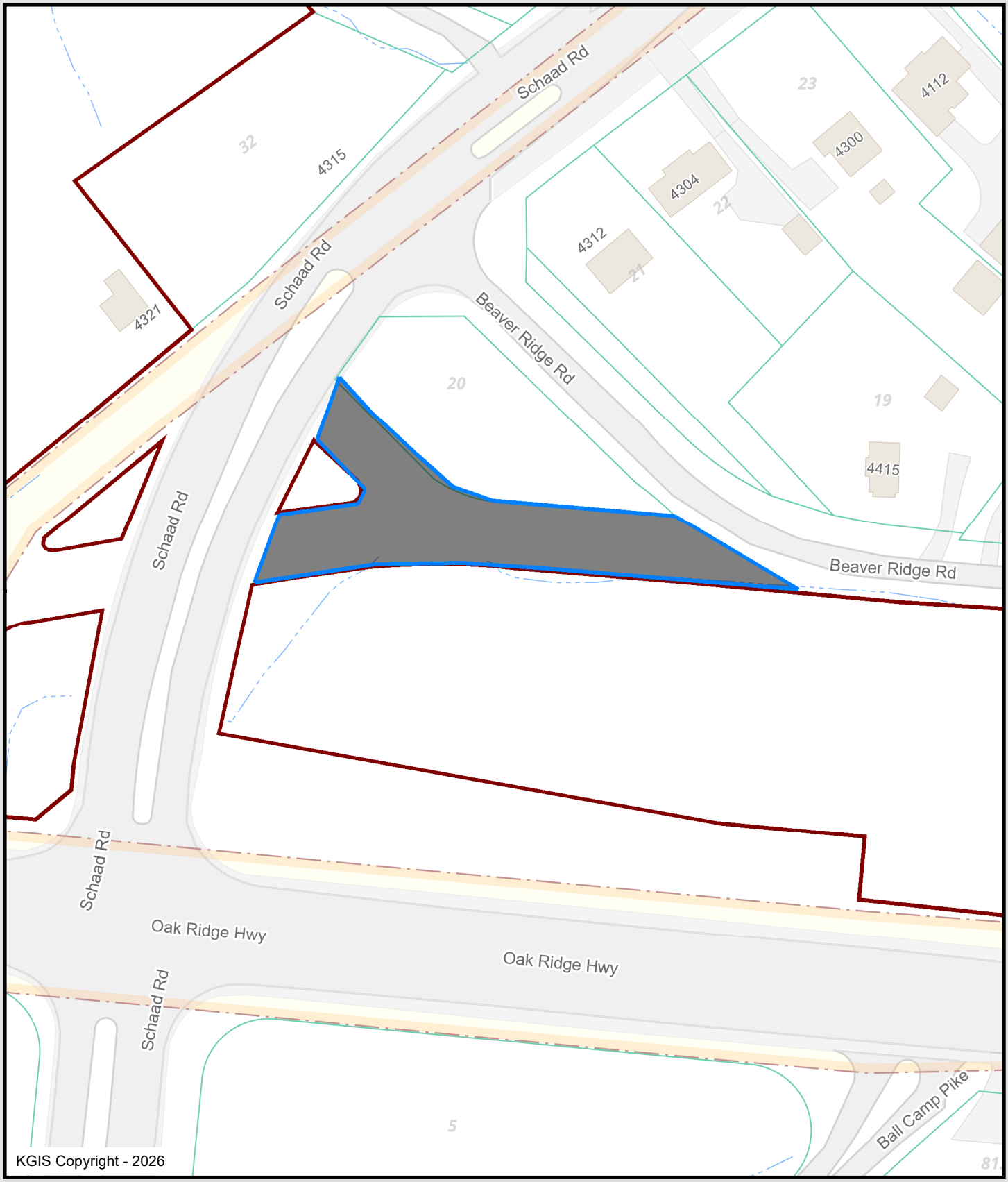
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Knoxville - Knox County - KUB Geographic Information System

KGIS makes no representation or warranty as to the accuracy of his map and its information nor to its fitness for use. Any user of this map product accepts the same AS IS ,WITH ALL FAULTS, and assumes all responsibility for the use thereof, and futher covenants and agrees to hold KGIS harmless from any and all damage, loss, or liability arising from any use of this map product.

Applicant submittal



Letter Portrait

Knoxville - Knox County - KUB Geographic Information System

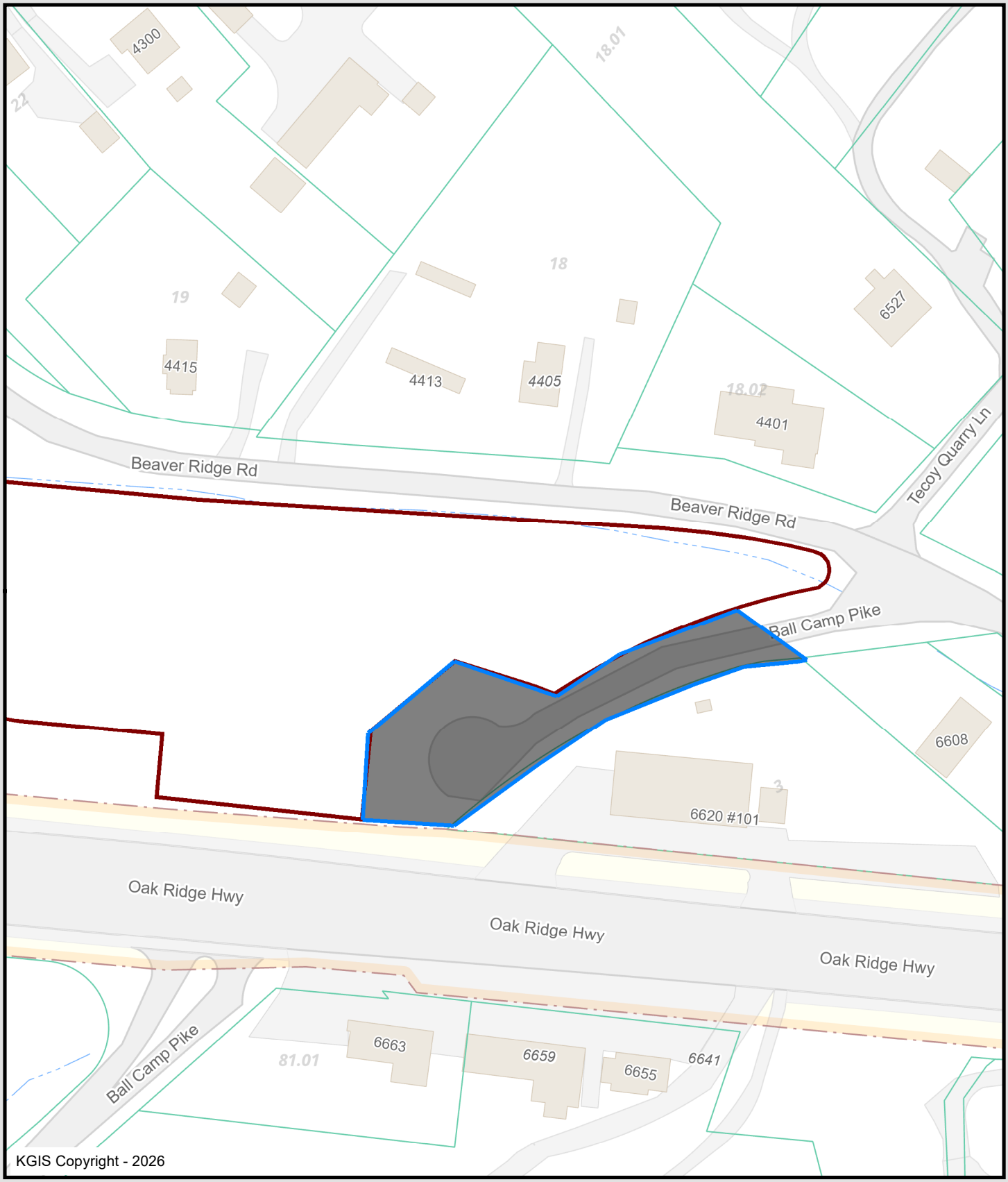
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Applicant submittal



Letter Portrait

Knoxville - Knox County - KUB Geographic Information System

Printed: 7/31/2026 at 9:56:30 AM

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RLA-18699 **45.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026
Requested By:	Drucilla Stills, COUNTY COMMISSION
Department:	FINANCE DEPARTMENT
Requires Expenditure of Funds:	Funded in Current Budget:
Appropriation Required:	

CAPTION

Line Item Transfers.
(Finance)

Attachments

No file(s) attached.

RLA-18701 **46.**

AGENDA COMMITTEE

Meeting Date: 08/05/2026

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: FINANCE DEPARTMENT

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Budget Amendments.
(Finance)

Attachments

No file(s) attached.

RLA-18667 **47.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
Requested By:	April Tomlin, SENIOR SERVICES		
Department:	SENIOR SERVICES		
Requires Expenditure of Funds:	YES	Funded in Current Budget:	YES
Appropriation Required:	NO		

CAPTION

Spread of Record the grant application to the State of Tennessee Department of Disability and Aging for funding submitted by Knox County Senior Services.
(Senior and Veterans Services)

Attachments

South SenCenter Grant application

PROGRAM APPLICATION

THIS YEAR'S GRANT IS A COST-REIMBURSMENT GRANT ONLY. I UNDERSTAND THAT IF MY SENIOR CENTER IS SELECTED AS A GRANT RECIPIENT, WE WILL BE REQUIRED TO PAY FOR ALL PURCHASES UP FRONT AND SUBMIT RECIPETS OF PAYMENT TO BE REIMBURSED:

_X__YES

_____NO

IS YOUR ORGANRIZATION A RESIDENTIAL FACILITY FOR OLDER ADULTS?:

_____YES

_X__NO

SENIOR CENTER NAME:

South Knoxville Senior Center

COUNTY OF SENIOR CENTER LOCATION:

Knox

AMOUNT OF FUNDING BEING REQUESTED ($5,000-$50,000):

$50,000

SENIOR CENTER'S FISCAL YEAR (Ex: January 1-December 31, July 1-June 30, etc.):

July 1, 2026 – June 30, 2027

YOUR SENIOR CENTER'S EIN (Employer Identification Number, found on W9):

62-6007979

TYPE OF ENTITY (How the senior center is registered with the Secretary of State):

_____ NONPROFIT (has 501 c 3 status)

_____ CITY GOVERNMENT (Managed through city government processes)

_X__ COUNTY GOVERNMENT (Managed through county government processes)

SENIOR CENTER PHYSICAL ADDRESS: (include Street Address, City, State and Zip Code):

South Knoxville Senior Center
6729 Martel Lane
Knoxville, TN 37920

SENIOR CENTER MAILING ADDRESS (only if different, include Street Address, City, State and Zip Code):

DOES YOUR SENIOR CENTER PROVIDE A MINIMUM OF 16 HOURS A MONTH OF ACTIVITIES OR SERVICES TARGERED FOR ADULTS 60 AND OVER? (Proof of programming is required for your submission):

X (See attached) Yes

_____ No

SENIOR CENTER CONTACT FIRST AND LAST NAME (This person will be the primary contact and receive all grant correspondence via email):

Susanne Huff

SENIOR CENTER CONTACT TITLE/POSITION AT THE SENIOR CENTER:

Coordinator

SENIOR CENTER CONTACT EMAIL ADDRESS:

Susanne.huff@knoxcounty.org

SENIOR CENTER CONTACT PHONE NUMBER:

865-573-5843

AUTHORIZED SIGNATORY FIRST AND LAST NAME (Person authorized to sign contracts on behalf of the senior center):

Glenn Jacobs

AUTHORIZED SIGNATORY TITLE/POSITION AT THE SENIOR CENTER:

Knox County Mayor

AUTHORIZED SIGNATORY EMAIL ADDRESS:

County.mayor@knoxcounty.org

AUTHORIZED SIGNATORY PHONE NUMBER:

865-215-2005

GRANT GOALS (Select all that apply):

_X__ CAPITAL PROJECTS (building improvements, equipment, etc.)

_____ MARKETING AND OUTREACH

_____ PROGRRAMS/ACTIVITIES

_____ ROUTINE OPERATING EXPENSES

LETTER OF SUPPORT FROM STATE SENATOR (See *Appendix F* for sample letter):

_X_ (See Attached) YES

_____ NO

LETTER OF SUPPORT FORM STATE REPRESENTATIVE (See *Appendix F* for sample letter):

_X_ (See Attached) YES

_____ NO

PREFERRED METHOD OF PAYMENT (If awarded a grant, select your preference on receiving grant funds)

_____DIRECT DEPOSIT (Last four digits of the account number):

_____

_X__ CHECK MAILED (Address the check should be mailed to):

South Knoxville Senior Center
Knox County Senior Services
239 Jamestowne Blvd, Ste. 101
Knoxville TN 37934

SIGN GRANT AGREEMENT:

I Susanne Huff, understand, if awarded a Senior Center Grant, all funds received from this grant must be used for the improvement and benefit of the above-mentioned senior center and must be expended by March 31, 2028.

Susanne Huff

(Senior Center Contact's Printed Name)

Susan W Huff — July 9, 2026

(Senior Center Contact's Signature) (Date)

CURRENT NEED(S) SENTENCE

POINTS 10

Complete the following sentence:

The funds requested will be used to fund or purchase 4 Automatic Door Operators with installation to our bathrooms and swimming pool area, 34 padded stackable chairs with arms, and 60 non-padded stacking chairs with no arms.

SENIOR CENTER BACKGROUND

POINTS 10

Please provide any information about your center you would like the reviewers to know (500 words maximum).

The South Knoxville Senior Center was built and opened during the summer of 2007 to serve our aging population 50 years old and older in the surrounding area. Some of the same seniors that were instrumental in getting this project approved are still members of the Center today. We pride ourselves in providing a family atmosphere, cultivating fellowship while decreasing isolation, and offering recreational activities as well as exercise opportunities for seniors at all levels of mobility. Our Center offers several amenities for our patrons including:

- An indoor heated pool measuring 16 feet by 32 feet with a water depth of 3 to 5 feet, offering a perfect outlet for our seniors to exercise in a safe environment to limber up their joints and muscles. We currently offer 19 structured exercise classes a week and have ample free swim time for individual exercise routines.
- Classrooms to facilitate opportunities for mental enrichment, creative expression, and social connection for our seniors. Some of these programs include quilting, Dominoes, card games, story time, Bingo/Singo, crafts, guitar jams, painting, artist trading cards, sit and sew, club lunches, and cookouts.
- Indoor and outdoor space to encourage multiple opportunities for safe exercise through engaging, unique activities. Some of these programs include Senior Fitness, Cardio Drumming, Chair Volleyball, Line Dance, Ballroom Dance, balance class, and walking on our outdoor track.

IMPACT

POINTS 10

Describe the impact your project will have on the senior center and its participants if you receive grant funds.

The impact expected from the proposed enhancements from the requested grant to our Center and seniors are numerous.

- Automatic Doors for our bathrooms and swimming pool area will significantly help our less mobile seniors to be able to enter the bathroom without assistance, as well as enter the pool area. Our senior population is ageing and getting less mobile, so this improvement would be very beneficial for them.
- We have an increased number of seniors using walkers, walking sticks, and motorized wheelchairs. The handicapped doors would allow them better access to the restrooms.
- We partner with Sunshine Services, who serve individuals with disabilities, by welcoming their clientele age 50 and older into our programs. Many of our Sunshine friends require mobility aids and automatic doors to the restrooms would be highly beneficial.
- Our Center is equipped with a motorized chair lift to allow seniors another option into the pool that cannot use the stair entrance. Automatic doors to enter the pool area would help in this accessibility.
- Padded chairs would give our seniors the ability to stay longer to engage in our programming. The padded chairs would not be fabric, but rather pleather covered foam that is much easier to keep clean and sanitized.
- The arms added to the chairs allow support to get into and out of the chairs.
- The padded chairs being stackable would allow for flexibility in room staging and use.
- Stacking chairs without padding or arms is perfect for our performance concerts and programs, allowing more rows of chairs to be used.
- The chairs without arms would allow our musicians to easily play their instruments without being obstructed by chair arms. We have a large music jam every week for three hours, a second small music jam for an hour each week, and a third music jam once a month.

PROJECT TIMELINE

POINTS 10

Timelines can be adjusted during the grant cycle. The purpose of this section is to create a monthly plan that ensures all funds are expended by the grant deadline. Create a detailed monthly timeline from November 1, 2026 – March 31, 2028, for how you plan to spend the funds you are requesting.

Our total grant request is $50,000. All funds are requested under the Capital Projects category

- November 2026 - $37,000
  - Automatic Doors
- March 2027 - $13,000
  - Padded Stackable Chairs
  - Stacking Chairs

PROJECT BUDGET

POINTS 10

Complete a project budget using the required budget template *(Appendix A)* provided by DDA. Using a different budget template will result in an automatic reduction of points. Each budget category should be rounded to the nearest $1,000.

- See Attached

BUDGET NARRATIVE

POINTS 10

Provide an explanation and the calculations for how you determined the funding amounts for each category of your budget.

South Knoxville Senior Center is requesting $50,000 in grant funding. All funds are in the Capital Projects category. Details are as follows:

- 4 Automatic Door Operators furnished & installed - $37,000
  - Project Manager and two subcontractors – Total Labor Cost - $15,246
  - Total Material Cost - $17,200
  - 15% margin for inflation and miscellaneous items - $4554

- Chairs by Hendrickson's (34 padded stackable chairs with arms, 60 stacking non-padded chairs without arms) - $13,000

2026 TARGETED AREA — POINTS 1-5

Department of Economic and Community Development - See *Appendix C* for county breakdown.

5 pts "Distressed"
4 pts "At Risk"
3 pts "Transitional"
2 pts "Competitive"
1 pt. "Attainment"

ESTIMATED 65+ POPULATION IN 2026 — POINTS 1-5

Tennessee Department of Health, pg. 5-6 – See *Appendix D* for county breakdown.

5 pts 30% or higher
4 pts 25-29.9%
3 pts 20-24.9%
2 pts 15-19.9%
1 pt. 10-14.9%

ADULTS 65+ AT POVERTY LEVEL — POINTS 1-5

based on US Census Bureau Poverty Status in the Past 12 Months - See *Appendix E* for county breakdown.

5 pts 25% or higher
4 pts 20-24.9%
3 pts 15-19.9%
2 pts 10-14.9%
1 pt. 9.9% or lower

TIE SCORES

In the event applicants receive tied scores, it is within DDA's discretion to decide how the tie is broken. DDA's decision is not appealable. The applicant who submitted their application the earliest will receive priority determination of funding but will not automatically be granted funding. Therefore, it is important to submit your application as soon as possible.

APPENDIX A

PROJECT BUDGET TEMPLATE

Each budget category should be rounded to the nearest $1,000.

Object Class Category	Grant Funds requested
Capital Projects	$50,000
Marketing	
Programs/Activities	
Operating Expenses	
Supplies	
Travel	

Total: $50,000

South Knoxville Senior Center
6729 Martel Lane
Knoxville TN 37920
865-573-5843

JULY

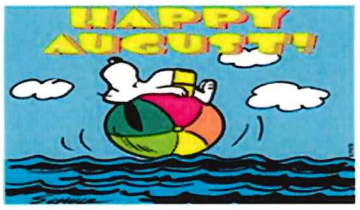
2026

Center Hours 7:30-4:00 PM
Pool Hours 7:30-3:30 PM
Pool is closed daily from 12:00-12:30 PM for Lunch

***DAILY SCHEDULE REMAINS THE SAME. SPECIAL EVENTS ARE LISTED BY DATE.**

Mon	Tue	Wed	Thu	Fri
7:30 Free Swim 9:00 Water Aerobics 10:00 Pool-atees 11:00 Water Peeps 11:00 Quilting 12:00-12:30 Pool Closed 12:30 Pool-atees 1:00 Water Aerobics 1:00 Dominoes 2:00 Aquaball 3:00-3:30 Free Swim Jigsaw Puzzle All Day	7:30 Free Swim 8:45 Senior Fitness 9:00 Water Aerobics 10:30 Wobblin' Weebles 12:00 Cards 12:00-12:30 Pool Closed 12:30 Free Swim 1:00 Chair Volleyball 1:00 Water Aerobics 2:00 Aquaball 3:00-3:30 Free Swim Jigsaw Puzzle All Day	7:30 Free Swim 8:45 Chair Exercise 11:00 Water Peeps 11:00 Quilting 12:00 Story Time 12:00-12:30 Pool Closed 12:30-3:30 Free Swim 1:00 Hand & Foot Cards 1:00 Dominoes 2:00 Line Dance Jigsaw Puzzle All Day	7:30 Free Swim 9:00 Water Aerobics 9:00 South Knox Opry 12:00 Cards 12:00-12:30 Pool Closed 12:30 Free Swim 1:00 Cardio Drumming 1:00 Water Aerobics 2:00 Aquaball 3:00-3:30 Free Swim Jigsaw Puzzle All Day	7:30 Free Swim 8:45 Senior Fitness 9:00 Water Aerobics 10:00 Ballroom Dance 10:00 Pool-atees 11:00 Water Peeps 12:00-12:30 Pool Closed 12:30 Pool-atees 1:00 Water Aerobics 1:00 Dominoes 2:00 Aquaball 3:00-3:30 Free Swim Jigsaw Puzzle All Day
		1 **10:00 Artful Painting "Field of Daisies"**	**2** **Chair Massage by appt**	**3** **Happy 4th of July!**  **CENTER CLOSED**
6 **10:30 Owl Ridge Raptor Center**	**7** **8:30 Bible Study** **10:00 Crafts w/ Susanne** **Ukulele Jam 2:00** 	**8** **STORY TIME CANCELED*** **11:00 BYOG Potluck** 	**9**	**10** **9:00 SIT & SEW** 
13 **12:30 Gina w/Core Ins.**	**14** **8:30 Bible Study** **10:30 Red Hats lunch** **2:00 Ukulele Jam** 	**15** **10:00 ATC Craft** **Toenail Trim by Appt.** ***Toenail Trim by Appt.**	**16**	**17** **9:00 SIT & SEW**  **11:30 Lunch Bunch** **1:00 Singo w/Lapis Ins.**
20 **10:00 Singo with Wisdom Ins.**	**21** **8:30 Bible Study** **10:00 Crafts w/Lisa** **2:00 Ukulele Jam** 	**22**	**23**	**24** **9:30 Veterans Chat**  **11:00 Flag Retirement Ceremony**
27 **1:00 Gospel Singing**	**28** **8:30 Bible Study** **2:00 Ukulele Jam** 	**29** **11:30 Food Hop** 	**30**	**31** **9:00 SIT & SEW** 

South Knoxville Senior Center
6729 Martel Lane
Knoxville TN 37920
865-573-5843
www.knoxcounty.org/seniors



Center Hours 7:30-4:00 PM
Pool Hours 7:30-3:30 PM
Pool is closed daily from 12:00-12:30 PM for Lunch

2026

***DAILY SCHEDULE REMAINS THE SAME. SPECIAL EVENTS ARE LISTED BY DATE.**

Mon	Tue	Wed	Thu	Fri
7:30 Free Swim 9:00 Water Aerobics 10:00 Pool-atees 11:00 Water Peeps 11:00 Quilting 12:00-12:30 Pool Closed 12:30 Pool-atees 1:00 Water Aerobics 1:00 Dominoes 2:00 Aquaball 3:00-3:30 Free Swim Jigsaw Puzzle All Day	7:30 Free Swim 8:30 Bible Study 8:45 Senior Fitness 9:00 Water Aerobics 10:30 Wobblin' Weebles 12:00 Cards 12:00-12:30 Pool Closed 12:30 Free Swim 1:00 Chair Volleyball 1:00 Water Aerobics 2:00 Aquaball 3:00-3:30 Free Swim Jigsaw Puzzle All Day	7:30 Free Swim 8:45 Chair Exercise 11:00 Water Peeps 11:00 Quilting 12:00 Story Time 12:00-12:30 Pool Closed 12:30-3:30 Free Swim 1:00 Hand & Foot Cards 1:00 Dominoes 2:00 Line Dance Jigsaw Puzzle All Day	7:30 Free Swim 9:00 Water Aerobics 9:00 South Knox Opry 12:00 Cards 12:00-12:30 Pool Closed 12:30 Free Swim 1:00 Cardio Drumming 1:00 Water Aerobics 2:00 Aquaball 3:00-3:30 Free Swim Jigsaw Puzzle All Day	7:30 Free Swim 8:45 Senior Fitness 9:00 Water Aerobics 10:00 Ballroom Dance 10:00 Pool-atees 11:00 Water Peeps 12:00-12:30 Pool Closed 12:30 Pool-atees 1:00 Water Aerobics 1:00 Dominoes 2:00 Aquaball 3:00-3:30 Free Swim Jigsaw Puzzle All Day
3 **FT-Cades Cove Trip** 	**4** **10:00 Crafts w/ Susanne.** **2:00 Ukulele Jam**	**5** **10:00 Ice Dye Craft**	**6** **Chair Massage by Appt.**	**7** **9:00 SIT & SEW** 
10 **12:30 Gina w/Core Insurance**	**11** **10:30 Red Hats Lunch** **12:00 Show and Tell** **2:00 Ukulele Jam**	**12** **12:00 BYOG Potluck** 	**13**	**14** **9:00 Sit & SEW** 
17 **10:00 Singo with Wisdom Ins.**	**18** **10:00 Crafts w/Lisa** **11:30 Ice Cream Social** **2:00 Ukulele Jam**	**19** **10:00 ATC Craft** ***Toenail Trim by Appt.**	**20**	**21** **9:00 SIT & SEW**  **11:30 Lunch Bunch**
24 **1:00 Gospel Singing**	**25** **2:00 Ukulele Jam**	**26**	**27** **11:00 Sack Lunch** 	**28** **9:30 Veterans Chat** 
31				

BECKY DUNCAN MASSEY
STATE SENATOR
6TH SENATORIAL DISTRICT

CORDELL HULL BUILDING, SUITE 776
425 REP. JOHN LEWIS WAY NORTH
NASHVILLE, TENNESSEE 37243
(615) 741-1648

Senate Chamber

State of Tennessee

CHAIRMAN
TRANSPORTATION and SAFETY

COMMITTEE
HEALTH and WELFARE

July 9, 2026

Commissioner Brad Turner
Department of Disability and Aging
502 Deaderick Street, 9th Floor
Nashville, TN 37243-0860

Dear Commissioner Turner,

I am pleased to write this letter of support for the South Knoxville Senior Center's application for a $50,000 senior center grant from the Tennessee Department of Disability and Aging.

South Knoxville Senior Center serves between 1,500 to 2,000 seniors a month. If awarded the grant, the senior center plans to use the funds for accessible updates, including the purchase of four handicapped-accessible doors for the men's and women's bathrooms, to improve access to both restrooms and the indoor pool area.

They would additionally like to purchase 34 padded chairs and 80 stackable chairs with the funds. The senior center provides physical, social, and outdoor activities for better overall health and wellness for seniors age 50 and over. New updated equipment and supplies will enhance programming and accessibility to better serve the seniors.

I believe this project will be an asset to the constituents of Senate District 6. Thank you for considering South Knoxville Senior Center for this grant opportunity.

Sincerely,

Becky Massey
State Senator
Senate District 6

Elaine Davis
18th LEGISLATIVE DISTRICT
KNOX COUNTY

LEGISLATIVE OFFICE:
562 CORDELL HULL BUILDING
425 Rep. John Lewis Way
NASHVILLE, TENNESSEE 37243-0154
(615) 741-2287
FAX: (615) 253-0229
EMAIL: rep.elaine.davis@capitol.tn.gov

House of Representatives
State of Tennessee

NASHVILLE, TN

MEMBER OF COMMITTEES

Vice-Chair - Judiciary Committee
Transportation Committee
Private Acts Committee
Ethics Committee

Civil Justice Subcommittee
Workplace Discrimination and Harassment Subcommittee

July 9, 2026

Commissioner Brad Turner
Tennessee Commission on Aging and Disability
502 Deaderick Street, 9th Floor
Nashville, TN 37243-0860

Dear Commissioner Turner:

I am pleased to write this letter of support for the South Knoxville Senior Center's application for a $50,000 senior center grant from the Tennessee Commission on Aging and Disability.

South Knoxville Senior Center serves anywhere between 1,500 to 2,000 seniors a month. The South Knoxville Senior Center plans to purchase, if awarded the grant, 4 handicapped accessible doors for both the men's and women's bathrooms, going into the bathroom and into the pool area. We also plan on purchasing 34 padded chairs and 80 stackable chairs with the funds.

The grant funds will be used to update the South Knoxville Senior Center to promote easier accessibility for both men's and women's restrooms and indoor pool area. Our center provides physical, social, and outdoor activities for better overall health and wellness. New updated equipment and supplies will enhance programming and accessibility to better serve our seniors.

Please consider South Knoxville Senior Center for this grant opportunity.

I believe this project will be an asset to the constituents of House District 18.

Sincerely,

Elaine Davis

Elaine Davis
Representative, House District 18
Tennessee General Assembly

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

KNOX COUNTY, TENNESSEE GOVERNMENT

2 Business name/disregarded entity name, if different from above.

ALL OFFICES AND DIVISIONS

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) LOCAL GOVERNMENT

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 3

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) N/A

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

400 WEST MAIN STREET, SUITE 630

6 City, state, and ZIP code

KNOXVILLE, TN 37902

Requester's name and address (optional)

ALL KNOX COUNTY VENDORS

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: ☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number: 62-6007979

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person [signature] Date 4/8/26

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

RLA-18704 **48.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
Requested By:	Jill Rosberg, LAW DEPARTMENT		
Department:	COUNTY MAYOR		
Requires Expenditure of Funds:	NO	Funded in Current Budget:	YES
Appropriation Required:	NO		

CAPTION

Spread of Record the Knox County Mayor's Order appointing Jim Wright to the Board of Commissioners of the Hallsdale-Powell Utility District. *(County Mayor)*

Attachments

No file(s) attached.

RLA-18703 **49.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026		
Requested By:	Hannah Hinkle, COMMUNITY DEVELOPMENT		
Department:	COMMUNITY DEVELOPMENT		
Requires Expenditure of Funds:	NO	Funded in Current Budget:	NO
Appropriation Required:	NO		

CAPTION

Spread of Record the grant application to the Department of Health and Human Services – Substance Abuse and Mental Health Services Administration (SAMHSA) for funding submitted by Knox County Grants and Community Development.
(Community Development)

Attachments

STREETS Grant Application

THE KNOX COUNTY STREETS PROJECT

A COORDINATED RECOVERY INITIATIVE

DEPARTMENT OF HEALTH AND HUMAN SERVICES - SAMHSA
SAFETY THROUGH RECOVERY, ENGAGEMENT, AND EVIDENCE-BASED TREATMENT AND SUPPORT
OPPORTUNITY NUMBER: SM-26-019 | FEDERAL ASSISTANCE LISTING: 93.243
SUBMITTED BY: KNOX COUNTY, TENNESSEE

PROJECT ABSTRACT

The Knox County STREETS Project is a coordinated recovery initiative serving adults experiencing homelessness or housing instability in Knox County, Tennessee. Knox County has a population of 511,453 residents and faces high rates of homelessness, untreated behavioral health conditions, and overdose mortality. The project will serve 50 individuals in Year 1 and 100 individuals annually in Years 2–4, focusing on adults with serious mental illness, substance use disorders, and co-occurring disorders, including those who are unsheltered, chronically homeless, medically vulnerable, and justice-involved. Most individuals served will fall between ages 35 and 54, with unsheltered homelessness disproportionately affecting adult men and individuals with complex behavioral-health needs.

STREETS will provide comprehensive, street-based engagement, integrated screening and assessment, rapid access to evidence-based SUD and mental-health treatment, overdose-prevention interventions, peer recovery coaching, benefits navigation, and coordinated housing pathways. Core strategies include use of ASAM Criteria, Motivational Interviewing, the Columbia Suicide Severity Rating Scale (C-SSRS), Strengths-Based Case Management, Medication for Substance Use Disorder (MSUD), recovery housing, and a “no-wrong-door” approach supported through Coordinated Entry. Mobile Clinical Engagement Teams will operate in encampments, shelters, emergency departments, and crisis settings to initiate treatment, provide field-based triage, and connect individuals to ongoing care and housing. Case management will be provided throughout engagement, with outreach staff walking alongside each participant to coordinate treatment, support care transitions, address barriers, and connect individuals to housing, recovery supports, benefits, and community resources.

The project aims to reduce overdose risk, strengthen treatment engagement, create self-sufficiency, improve continuity of care, and reduce crisis-system and justice-system involvement. Measurable objectives include ensuring 80% of participants complete an assessment and treatment plan within 14 days of enrollment; initiating evidence-based SUD treatment for participants; and connecting 80% of participants to housing navigation and supportive services. Through coordinated partnerships with behavioral health providers, street outreach teams, EMS, public safety, hospitals, and housing agencies, STREETS will expand treatment access, promote recovery, and support long-term stability for adults with the most significant behavioral health and housing needs in Knox County

PROJECT NARRATIVE

A: POPULATION OF FOCUS AND NEED STATEMENT

1. Population Served and Geographical Area

Knox County, TN is a mix of suburban, urban, and rural communities located in Southern Appalachia, one of the regions hardest hit by the opioid epidemic. Despite a relatively strong regional economy, the median household income of $74,222 has not kept pace with increases in the cost of living, leaving 12.8% of the 511,453 residents in poverty (U.S. Census Bureau 2024). The economic conditions, combined with Knox County's high overdose mortality, significant behavioral health needs, and growing housing instability, underscore the urgent need for a coordinated response.

Individuals served through the Knox County STREETS project will include adults who are experiencing homelessness or are unstably housed, and who also have serious mental illness (SMI), substance use disorders (SUD), or co-occurring disorders (COD). Populations of focus include people who are unsheltered, chronically homeless, residing in emergency shelter, or justice-involved. These individuals represent some of the county's highest-acuity residents, many of whom experience repeated crises, untreated behavioral health conditions, and elevated overdose risk.

2. Population Characteristics

The Knoxville-Knox County Continuum of Care (CoC) 2026 Point-in-Time (PIT) Count documented 941 individuals experiencing homelessness, including 239 unsheltered residents and 143 individuals experiencing chronic homelessness. Although the PIT Count reflects a slight decrease compared to 2025, it does not capture the full scope of homelessness in Knox County, particularly among individuals who avoid shelters, reside in hidden or rural encampments, or cycle between institutions and the streets. Of those surveyed most unsheltered individuals resided in wooded areas and encampments.

Nearly 50% of unsheltered individuals reported experiencing homelessness for the first time, reflecting expanding economic and behavioral health instability. Within the unsheltered population recorded, 67% were male and 33% female. This reflects national trends of unsheltered homelessness being disproportionately experienced by adult men with complex behavioral health needs. More than 55% reported using substances or drinking alcohol, up from 50% in 2025. Additional vulnerability factors include mental health conditions (42%), veteran status (8%), fleeing domestic violence (23%), and reporting a physical disability (46%). Most unsheltered individuals (58%) fell between the ages of 35 and 54, the demographic with the highest fatal overdose risk in Knox County (Regional Forensic Center 2025).

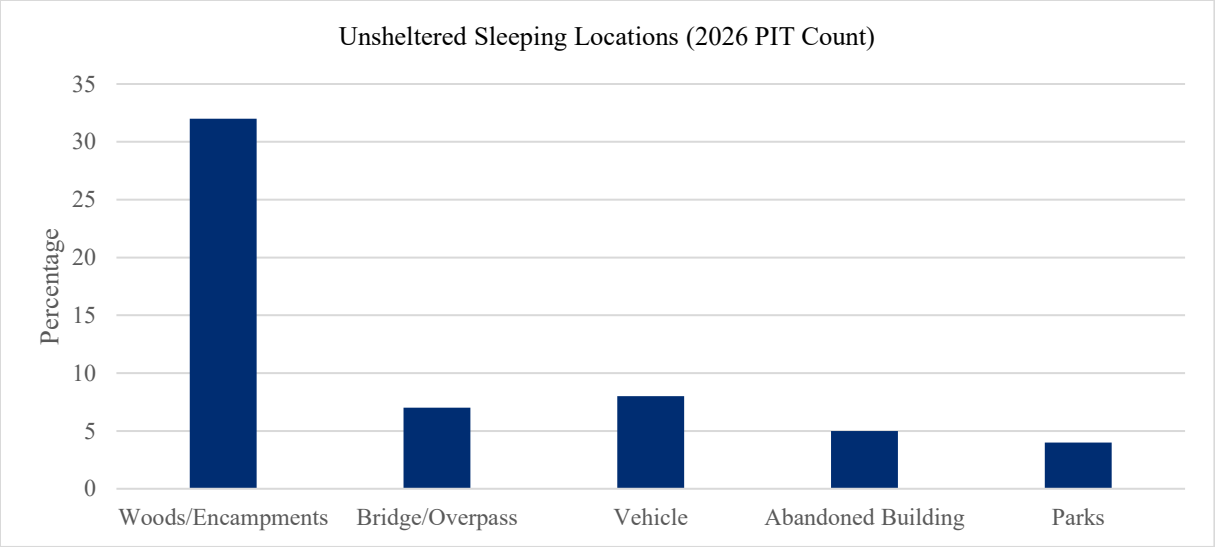


Figure 1 Source: 2026 Knoxville-Knox County Point in Time Count Data Snapshot

High-risk individuals served through Knox County's STREETS project may have current or recent involvement in the criminal justice system. Justice-involved individuals often face elevated risks for instability, crisis encounters, and overdoses due to limited access to continuous care, frequent displacement, and the challenges of reconnecting to services after periods of incarceration. Eligible individuals engaged with probation, the Public Defender's Office, participating in specialized judicial programs, or leaving incarceration will be referred to the STREETS program.

3. Project Need

Homelessness and housing instability in Knox County are strongly associated with increased substance use and other risky behaviors. According to Knox HMIS, 20% of individuals experiencing homelessness at the end of quarter four of 2025 attributed it directly to substance use. Behavioral health conditions among individuals experiencing homelessness contribute to elevated rates of illness and early mortality (PubMed 2021). High rates of chronic unemployment, often driven by behavioral health conditions, criminal justice involvement, and disabilities, further compound instability. Nearly 50% of unsheltered individuals engaged during the 2026 PIT Count were experiencing homelessness for the first time, indicating the problem is expanding beyond chronically homeless populations.

Geographic dispersion adds another layer of complexity. Historically, homelessness in Knox County was concentrated in the downtown "Mission District", where services are co-located. However, encampments have increasingly spread into suburban and rural areas. Over 50% of PIT Count respondents stated they move their sleeping location at least once per week, with 67 individuals moving daily. 129 individuals reported police contact in the past three months, exceeding contact with outreach workers or case managers. This highlights the difficulty in engaging and sustaining services with unsheltered individuals yet also demonstrates that this

population regularly interacts with law enforcement, reinforcing the importance of coordination with law enforcement.

The Knox County Regional Forensic Center reported 307 fatal overdoses in 2025. Knox County's overdose death rate of 85.9 deaths per 100,000 residents is one of the highest in Tennessee (TDH 2025). From December 2024 through November 2025 alone, Knox County recorded 224 unintentional or undetermined intent overdose deaths (CDC 2025). Nonfatal overdoses outpace fatal overdoses, with Knox County experiencing 300 nonfatal overdoses per 100,000 residents, compared with the statewide rate of 286 per 100,000 (TDH 2025). As of July 2026, Knox County has recorded 139 suspected overdose deaths this year (Knox County DA Office 2026).

Justice-involved individuals face even higher levels of vulnerability. According to the Knox County District Attorney's Office, 43% of individuals who died of a fatal overdose in 2022 had been arrested in the preceding five years. Among those individuals, 25% died within one year of release from jail and 20% died within six months (Allen 2022). These data points align with research showing that incarceration interrupts treatment continuity, increases tolerance loss, and significantly heightens overdose risk upon reentry. The *2022 Tennessee Department of Correction Statistical Abstract* reinforces this need: felons released from the Knox County jail system have a three-year recidivism rate of 66.94%, higher than those released from other major Tennessee jails.

Provider coordination challenges further contribute to unmet needs in Knox County. Providers silo within their own systems resulting in clients receiving fragmented care, duplicate assessments, or inconsistent guidance. This makes it difficult to maintain engagement, particularly for high acuity individuals.

B: PROPOSED IMPLEMENTATION APPROACH

1. Project Goals and Measurable Objectives

NUMBER OF UNDUPLICATED INDIVIDUALS TO BE SERVED WITH AWARD FUNDS			
Year 1	Year 2	Year 3	Year 4
50	100	100	100

Measurable Objectives:

- Improve treatment engagement by ensuring 80% of enrolled participants complete an initial assessment and individualized treatment plan within 14 days of enrollment.
- Initiate 40 individuals on evidence-based SUD treatment within the first grant period.
- Connect 80% of participants to housing navigation and supportive services to improve housing stability and recovery outcomes.

2. Implementation of Required and Allowable Activities

Cross-System Partnerships — Within four months of award, the County will execute a MOU with required cross-system partners. Core partners will meet monthly, with broader stakeholders meeting quarterly to coordinate services, monitor progress, review performance, and strengthen collaboration. The MOU will outline coordinated procedures for outreach, referrals, service coordination, and data sharing to improve access to housing, behavioral health, substance use treatment, medical care, and peer recovery support, and will be reviewed annually. A full list of partners is included in Section D of the Project Narrative.

Conduct an Environmental Scan and Hotspot Mapping — Knox County will competitively procure the program evaluation, environmental scan, and hotspot mapping through a Request for Proposals (RFP) within five months of award. Knox County's procurement policy meets all requirements outlined in 2 CFR Part 200 and includes provisions prohibiting conflicts of interest. The scan and mapping will be reviewed annually to reflect any changes in needs and resources.

Develop and Maintain a Treatment-Priority By-Name List — Within five months of award, the County will establish and maintain a secure, HIPAA-compliant treatment priority by-name list in Knox HMIS to track eligible participants from outreach through treatment, housing, and recovery. The by-name list will support coordinated care by documenting participant status, facilitating referrals and follow-up, reducing duplication of services, and helping partners prioritize individuals with the greatest treatment and housing needs.

Coordinate with Existing Homelessness and Behavioral Health Systems —Throughout the project period, Knox County will coordinate all STREETS activities with existing homelessness, behavioral health, and crisis response systems to ensure services are integrated, complementary, and responsive to community needs. As an active participant in the Knoxville-Knox County Continuum of Care (CoC), this project will utilize Knox HMIS to coordinate care, share information as permitted, and reduce duplication of outreach and services.

Knox County will collaborate closely with HUD-funded CoC partners and providers including the McNabb Center (a SAMHSA PATH provider), Knoxville Street Medicine Outreach (KSMO), American Medical Response (AMR), Knoxville-Knox County Community Action Committee (CAC), Volunteer Ministry Center (VMC), and other local agencies to coordinate outreach, behavioral health treatment, housing navigation, and supportive services. Coordination will include regular communication, warm handoffs, timely referrals, multidisciplinary case conferencing, and shared care-planning to promote rapid access to treatment and housing while supporting continuity of care.

Provide Coordinated, Street-Based Engagement

Deploy Mobile Clinical Engagement Team — Within six months of award, STREETS will deploy multidisciplinary Mobile Clinical Engagement Teams to provide outreach, engagement,

and clinical support in encampments, shelters, day centers, unsheltered locations, and other community settings serving individuals experiencing homelessness. Teams will include medical providers, licensed behavioral health clinicians, and case management staff to support enrollment, treatment engagement, and ongoing care coordination.

The teams will build on Knox County's existing partnerships among providers to connect individuals with timely medical care, including wound care, overdose prevention, and field-based triage, as well as behavioral health assessment, treatment linkage, and case management. CAC and VMC outreach teams will collaborate with medical providers from AMR and KSMO and behavioral health clinicians from the McNabb Center to identify, engage, and connect individuals to appropriate services. Law enforcement will support referrals during crisis or enforcement encounters.

Conduct Integrated Screening and Eligibility Assessment — Street Outreach Teams and medical providers will identify individuals experiencing potential SMI, SUD, or COD during outreach encounters and connect eligible individuals to STREETS services. Individuals needing treatment will be referred to the McNabb Center for clinical assessment, treatment recommendations, and linkage to appropriate behavioral health and recovery supports. A coordinated "no wrong door" approach will allow referrals from multiple entry points, with crisis response available for urgent behavioral health needs and medical partners providing field-based care, triage, and connection to primary care services. CAC and VMC outreach workers will provide ongoing case management, coordination, and warm handoffs to support continuity of care.

Actively Support Housing Connection and Entry — STREETS will support housing connection and entry for eligible individuals while maintaining a primary focus on engagement in behavioral health and substance use treatment. CAC and VMC outreach teams will work with clinical partners and recovery housing providers to identify appropriate housing options based on participant needs, treatment goals, and stability. When appropriate, participants will complete a Coordinated Housing Assessment and Match Plan (CHAMP), Coordinated Entry for Knox County.

Outreach staff will provide ongoing case management and care coordination from initial engagement through treatment, housing placement, and stabilization. Staff will collaborate with the McNabb Center and other treatment providers to support transitions from treatment settings into shelter, transitional housing, permanent supportive housing, recovery housing, or other appropriate options. STREETS will partner with recovery housing providers, prioritizing TN Alliance of Recovery Residences (TNARR)-certified programs that support individuals receiving MOUD and prescribed behavioral health medications. Individuals not eligible for STREETS services will receive referrals to appropriate housing, healthcare, behavioral health, and community resources through other partner programs.

Provide Immediate Clinical Triage and Stabilization — Mobile Clinical Engagement Teams will assess immediate safety concerns, provide field-based stabilization within their scope of practice, and connect individuals to the appropriate level of care while prioritizing community-based interventions and reducing avoidable emergency department use. Through partnerships with KSMO and AMR, STREETS will coordinate medical response, field-based clinical triage, and urgent medical care when needed. Team members will be trained in overdose recognition and response, carry naloxone in the field, and administer it when medically necessary. For individuals experiencing acute behavioral health concerns or crisis, STREETS will utilize the McNabb Center Mobile Crisis Team for crisis assessment, de-escalation, stabilization, and linkage to appropriate care. Outreach workers will also be trained to administer the Columbia-Suicide Severity Rating Scale (C-SSRS) to identify individuals requiring immediate behavioral health intervention.

Initiate evidence-based SUD or COD Treatment — Individuals identified with SUD or COD will receive timely engagement, screening, brief intervention, and connection to evidence-based treatment based on clinical needs. Outreach staff will use trauma-informed engagement and motivational interviewing approaches to build trust, reduce barriers, and support treatment participation.

When indicated, Mobile Clinical Engagement Teams will facilitate rapid referral to the McNabb Center for assessment and connection to appropriate treatment services, including evidence-based SUD and COD care and FDA-approved medications for substance use disorders. When services are not available internally, McNabb will coordinate referrals to qualified external providers. VMC and CAC outreach staff will support appointment coordination, transportation needs, and ongoing engagement to promote treatment initiation and retention.

Provide behavioral health promotion, psychosocial support, and suicide prevention — The Mobile Clinical Engagement Team will provide behavioral health promotion through education on mental health, substance use, overdose prevention, recovery support, and available community resources. The team will deliver trauma-informed, person-centered psychosocial support using strengths-based engagement and motivational interviewing to build trust and encourage ongoing participation in treatment and recovery services.

Outreach workers will be trained to administer the C-SSRS to identify and assess suicide risk during outreach encounters. Individuals identified as being at risk for suicide or experiencing a behavioral health crisis will receive immediate safety planning, coordination with the McNabb Center Mobile Crisis Team, and referrals to behavioral health providers, peer recovery services, counseling, and other community-based supports.

Deliver Overdose Prevention Education and Response Services — In alignment with SAMHSA's Dear Colleague Letter on the Executive Order on Ending Crime and Disorder on America's Streets, STREETS will provide overdose prevention and response services that prioritize rapid intervention, connection to care, and access to evidence-based supports for

individuals at risk of overdose. Mobile Clinical Engagement Team members will be trained in overdose recognition, prevention strategies, and response protocols, including the distribution and administration of Naloxone. The team will provide education on overdose risk factors, how to recognize an overdose, and how to access emergency and recovery resources.

AMR and KSMO will coordinate onsite medical support for individuals presenting with urgent health concern. Outreach workers will also connect individuals to infectious-disease prevention, testing, and treatment services when clinically indicated.

Rapid Access to Treatment and Care Coordination

Facilitate Immediate Access to Evidence-Based Treatment — STREETS will facilitate rapid access to evidence-based behavioral health and substance use disorder services through walk-in, same-day, or next-day appointments when clinically appropriate. Mobile Clinical Engagement Teams will assess participant needs and coordinate referrals to the McNabb Center for connection to the appropriate level of care within the continuum of services, including outpatient care, withdrawal management, crisis stabilization, COD treatment, residential treatment, and medications for substance use disorders (MSUDs). When the appropriate service is not available through McNabb Center, they will coordinate timely referrals to qualified external providers.

Assign Care Coordination and Supports — Throughout STREETS participation, CAC and VMC outreach workers will provide ongoing case management, care coordination, and engagement tailored to each participant's needs. Services will include system navigation, care transitions, treatment retention support, and connections to housing, healthcare, recovery supports, employment resources, and other community services. CAC outreach staff will also support individuals transitioning from jail to promote successful community reintegration.

For justice-involved participants, the Knox County Public Defender's Community Law Office will provide legal support and system navigation to address barriers and support compliance with court requirements. Metro Drug Coalition (MDC) will provide peer recovery coaching and support groups to promote treatment engagement, recovery, wellness, and connection to community supports.

Coordinate with Civil Courts, AOT, Specialty Courts, and Criminal Justice Diversion — STREETS will use a treatment-first approach for justice-involved individuals, those engaged in civil commitment processes, and individuals preparing for reentry. In collaboration with the Knox County Sheriff's Office (KCSO), Public Defender's Office, Probation, and specialty courts, STREETS will identify individuals at key points of crisis or justice involvement and connect them to behavioral health treatment, case management, recovery supports, and housing resources. STREETS will coordinate with specialty courts, diversion programs, and civil commitment and Mandatory Outpatient Treatment processes. Justice system and court partners will participate in quarterly stakeholder meetings to coordinate referrals, address service gaps, and improve outcomes.

***Provide Benefits Navigation* —** Outreach workers and care coordination staff will assist participants with identifying benefit needs, completing applications, obtaining documentation, resolving barriers, and connecting to community resources. Support may include access to TennCare/Medicaid, SSI, SSDI, SNAP, housing assistance, and other public benefits and supportive services. Staff will help individuals navigate eligibility processes, obtain identification, and address system barriers.

Individuals preparing for release from incarceration will be engaged prior to release to support benefit enrollment, continuity of care, and successful community reintegration. KCSO will assist by reissuing state-issued identification and driver's license at the Knox County Detention Center prior to release.

Ongoing Treatment, Monitoring, and Accountability

***Implement Individualized Service and Treatment Planning* —** STREETS will ensure each enrolled participant has an individualized service and treatment plan developed within two weeks of enrollment. McNabb Center will complete clinical treatment plans based on behavioral health and substance use needs, assessments, goals, strengths, and preferences, identifying appropriate evidence-based interventions and adjustments as needed. Outreach staff will use Knox HMIS and the Coordinated Entry process to document housing goals, referrals, care coordination, barriers, and progress toward stability. Partners will use these plans to coordinate services, monitor progress, and adjust supports based on participant needs.

***Deliver Integrated, Evidence-Based Treatment Services* —** STREETS will coordinate access to integrated, evidence-based treatment for individuals experiencing SUD, SMI, and COD based on clinical assessment, participant needs, and treatment goals. Through the McNabb Center and other providers, participants will be connected to appropriate levels of care, including behavioral health therapy, medication management, MOUD, SUD treatment, withdrawal management, and residential services.

McNabb Center's comprehensive continuum of care supports timely access to crisis intervention, stabilization, treatment, and recovery services. Treatment engagement will be supported through person-centered, trauma-informed approaches, motivational interviewing, shared decision-making, and recovery-oriented practices. Integrated approaches will address co-occurring conditions while incorporating suicide risk identification, safety planning, and crisis supports when clinically indicated.

KSMO and AMR will address medical needs identified in the field, while connecting participants to primary care and ongoing medical

services as they transition to treatment and housing stability. STREETS will collaborate with courts, specialty courts, probation, and treatment providers as appropriate to support continuity of care and coordinated treatment engagement.

Monitor Participation and Adherence — Participant engagement and adherence will be monitored collaboratively by outreach staff, clinical providers, and community partners. CAC and VMC outreach workers will provide ongoing follow-up to support participation in McNabb Center services, medication management, appointments, and individualized treatment goals. When appropriate, outreach staff will also support engagement in MDC peer recovery coaching and support groups. For participants involved in justice systems, STREETS will coordinate with legal and treatment partners to support treatment adherence and compliance while maintaining a participant-centered approach. Monthly interdisciplinary case reviews will assess progress, address barriers, and coordinate services, including monitoring treatment and recovery participation for individuals receiving recovery housing support.

Provide Peer Support and Recovery Navigation — Metro Drug Coalition (MDC) will provide peer support and recovery navigation services for participants. Through individual recovery coaching, peer support groups, and recovery-focused community resources, MDC will help participants strengthen recovery connections, build support networks, and maintain engagement in care. MDC's Gateway recovery center will provide additional opportunities for positive social connection and recovery engagement. MDC will coordinate with outreach workers and McNabb Center to ensure peer services align with individualized treatment goals and support continuity of care.

Plan for Step-Down and Continuing Care — STREETS will regularly assess each participant's needs to determine whether additional support, continued services, or step-down strategies are appropriate. Individuals experiencing worsening behavioral health symptoms, substance use challenges, or housing instability will be connected to higher levels of care. Individuals demonstrating stabilization and consistent engagement in treatment will transition to step-down services that maintain recovery while reducing reliance on intensive interventions.

Transition planning will be coordinated with clinical providers, recovery housing partners, and other community supports to ensure continuity of care as participants move between levels of service. Monthly interdisciplinary case reviews and ongoing documentation in HMIS will guide these adjustments, promote shared accountability, and ensure participants receive the right level of support as their treatment, recovery, and housing needs evolve.

Connection to Housing Placement and Recovery-Oriented Transitions

Housing Pathways — Partners will establish coordinated housing pathways for participants who demonstrate treatment engagement and are ready for placement. Using the Treatment-Priority By-Name List, Knox HMIS, and the Coordinated Entry process partners will identify appropriate housing options based on clinical need, housing vulnerability, and participant readiness.

Housing coordination will occur in conjunction with the Office of Housing Stability (the CoC), McNabb Center, recovery housing providers, faith-based organizations, and other housing providers. Available options may include supportive housing, recovery housing, transitional

housing, supervised residential programs, and other community-based housing resources. Utilizing the Coordinated Entry process CHAMP will support coordinated referrals, reduce duplication, and align participants with appropriate placements. Housing progress and outcomes will be tracked through Knox HMIS, with transitions to greater independence supported as participants achieve stability.

Ensure housing placements allow access to and use of FDA-approved medications — STREETS will maintain a network of housing providers that support participants' access to and continued use of prescribed medications, including FDA-approved medications for substance use disorders (MSUDs/MOUD) and psychiatric medications. Housing providers will be vetted to ensure they do not prohibit or discourage prescribed medications that are part of a treatment plan. Through ongoing case conferencing and coordination among housing, clinical, outreach, and recovery partners, STREETS will support appropriate placements, address barriers, and promote treatment engagement and long-term housing stability.

Housing Supports — Outreach workers will coordinate with treatment providers, housing partners, justice systems, hospitals, shelters, and community agencies to support timely housing placement and continuity of care. Housing transition services will include assistance with applications, documentation, identification, benefits, transportation, provider handoffs, and addressing barriers to placement. STREETS partners will coordinate discharge planning for individuals transitioning from treatment, correctional settings, shelters, and other temporary housing situations.

Following placement, outreach workers will provide housing stabilization services through case management, community visits, benefits navigation, healthcare and behavioral health referrals, employment supports, peer recovery connections, and resource coordination. Services will be adjusted as participants demonstrate increased stability and independence.

Provide Sober/Recovery Housing —STREETS will ensure participating recovery housing providers align with SAMHSA's Best Practices for Recovery Housing. Partners will receive the guidance document and acknowledge their commitment to implementing recovery-oriented practices. TNARR-certified residences and providers that support participant safety, autonomy, long-term stability, and continued access to prescribed medications will be prioritized. The STREETS Program Coordinator will conduct periodic site visits and maintain ongoing communication with providers to support quality assurance, continuous improvement, and safe, supportive recovery environments.

Community resources to support self-sufficiency — VMC and CAC outreach workers will connect participants to workforce development and self-sufficiency resources through Knox County's Skilled Trades Academy Regional Training (START) Center, MDC, employers, educational institutions, faith-based organizations, and other community providers. The START Center will provide access to skilled trades education, work-based training, industry exposure, apprenticeships, and employment pathways designed to increase economic stability. STREETS

will also leverage recovery workforce initiatives supported through Knox County's Opioid Settlement Funding and community partnerships to connect interested participants with employment and skill-building opportunities. Outreach workers will assist participants with identifying barriers, accessing resources, and developing individualized pathways toward employment, stability, and long-term self-sufficiency.

Continuous Quality Improvement, Evaluation, and Technical Assistance

Collect and Report Client-Level Performance Data — STREETS will utilize coordinated data collection and reporting processes to track client-level outcomes, including treatment engagement, recovery supports, housing stability, employment and education outcomes, and criminal justice involvement. Participant data will be maintained through Knox HMIS, when applicable, to support documentation, reporting, and care coordination. Subrecipients will collect and report required performance data to Knox County through outcome reports documenting services provided, participant engagement, and program accomplishments. Knox HMIS data, subrecipient reports, and partner coordination will be used to monitor outcomes, evaluate progress, and meet funding requirements.

Leverage Health Information Technology and Data Systems — Knox County will use coordinated health, homelessness, and public health data systems to support STREETS implementation and data-informed decision-making. Knox HMIS will serve as the primary system for tracking participant engagement, services, referrals, housing status, and outcomes while supporting coordination among authorized partners. The Knox County Health Department will contribute relevant EMS, emergency room utilization, and overdose data to help identify high-risk individuals and areas of need.

The environmental scan findings, gap analyses, and hotspot mapping will inform outreach strategies by identifying service gaps, areas of concentrated need, and opportunities to improve access to treatment and housing.

Conduct Ongoing Performance Review and Continuous Quality Improvement — The Program Evaluator will conduct ongoing performance reviews and continuous quality improvement activities to monitor progress, identify gaps, and guide program improvements. The Program Coordinator will review monthly performance data from subrecipients, including services delivered, participant engagement, outcomes, and barriers, in collaboration with the evaluator and Project Director. Quarterly performance reports will be reviewed during stakeholder meetings to assess progress, address challenges, and identify opportunities for improved coordination. Findings from these reviews will guide quality improvement efforts and ensure STREETS remain aligned with program goals and participant needs.

Participate in Evaluation and Learning Activities — Knox County and its partners will participate in all required evaluation activities, performance monitoring efforts, and peer learning collaboratives established by SAMHSA.

Engage in Technical Assistance and Knowledge Dissemination — Knox County and its partners are dedicated to continued learning and improvement through engagement with SAMHSA technical assistance resources, other federal and non-federal partners. Information and guidance gained through these opportunities will be incorporated into ongoing quality improvement efforts,

3. Alignment with SAMHSA Strategic Priorities and Executive Orders 14321 and 14379

Knox County's STREETS project aligns with SAMHSA's strategic priorities and Executive Orders 14321 and 14379 by prioritizing timely access to treatment, recovery supports, and pathways to stability for individuals experiencing homelessness and complex behavioral health needs. The STREETS model addresses the intersection of untreated SUD, SMI, and COD with homelessness, overdose risk, repeated crisis-system involvement, and justice-system contact. By prioritizing rapid engagement, clinical assessment, treatment initiation, recovery support, and housing stabilization. STREETS advances a treatment-first approach that connects individuals to appropriate levels of care while reducing reliance on emergency and crisis systems when avoidable.

The project also supports Executive Order 14321 goals by strengthening coordination with law enforcement, courts, probation, and diversion programs to connect individuals with treatment and supportive services rather than repeated cycles of crisis and incarceration. In alignment with Executive Order 14379, STREETS expands access to addiction treatment, including evidence-based substance use disorder services and FDA-approved medications for substance use disorders when clinically appropriate, while supporting recovery-oriented services that promote sustained wellness and independence.

C: PROPOSED EVIDENCE-BASED PRACTICE (EBP) AND/OR EVIDENCE-INFORMED PRACTICE (EIP)

1. Evidence-Based and Evidence-Informed Practices

The Knox County STREETS project will utilize the following EBP and EIPs:

American Society of Addiction Medicine (ASAM) Criteria ensures individuals receive the right level of care at the right time, prevents under- or over-treatment, and supports individualized treatment planning.

Columbia Suicide Severity Rating Scale (C-SSRS) provides a brief, validated method to identify suicide risk, guide clinical decision-making, and connect individuals to the appropriate level of behavioral health support.

Motivational Interviewing (MI) supports engagement by helping individuals identify personal goals, resolve ambivalence, and build motivation for treatment and recovery through a collaborative, person-centered approach.

Recovery Coaching provides peer-based support that strengthens engagement in recovery, builds hope and connection, and helps individuals access resources and supports needed for long-term stability.

Strengths-Based Case Management (SBCM) supports participant-driven goals, improve engagement, and connect individuals to housing, healthcare, and behavioral health services.

Street Medicine: Street Medicine reduces access barriers, builds trust, and meets people in their environment.

Continuum of Care Approach reduces gaps, strengthens transitions between care levels, and promotes stability.

Coordinated Entry – Coordinated Housing Assessment Match Plan (CHAMP) is a HUD-aligned system for standardized assessment and housing prioritization. It provides consistent assessment, prioritization, and linkage to services.

Medication for Substance Use Disorder (MSUD), when clinically appropriate and combined with counseling and recovery supports, reduces cravings, improves retention, decreases withdrawal symptoms, and supports long-term recovery.

"No Wrong Door" (NWD) Approach is imperative for individuals with COD as it provides universal screening, integrated care, and direct access to treatment.

2. Modifications to EBP/EIP

No modifications are necessary for the STREETS program.

3. Fidelity Monitoring

PRACTICE	FIDELITY STRATEGIES
ASAM Criteria	Staff complete ASAM training Documentation supporting level of care decisions Regular reassessment and quality assurance reviews
Columbia Suicide Severity Rating Scale (C-SSRS)	Consistent administration by trained staff Appropriate documentation of screenings Timely reassessment when clinically indicated Review of safety planning documentation
Motivational Interviewing (MI)	Staff training and supervision Review of documentation for MI techniques Client feedback on engagement MI competency tools used when available
Recovery Coaching	Delivery consistent with peer-support principles Documentation of coaching contacts and recovery goals Participation in supervision Referral and linkage tracking
Strengths-Based Case Management (SBCM)	Strengths incorporated into service plans Documentation of strength-based assessments Monitoring case-management contact frequency Review of referral success and progress toward goals

Street Medicine	Services delivered in unsheltered/community settings Documentation of outreach encounters and screenings Referral and follow-up tracking Verification of continuity in healthcare linkages
Medications for Substance Use Disorder (MSUD)	Adherence to prescribing protocols Completion of medical assessments and follow-up Documentation of medication initiation and treatment response Coordination with counseling and recovery supports
CHAMP (Coordinated Entry)	Use of standardized HUD-aligned assessments Documentation of participant engagement and referral follow-up Annual compliance monitoring of agencies Confirmation of timely linkage to appropriate housing supports
Continuum of Care Model	Documentation of warm handoffs and referrals Tracking transitions between levels of care Monitoring collaboration among service providers Review of participant engagement and retention
Overall Fidelity Monitoring Across All Practices	Staff training completion Supervision and case consultation Documentation review and quality assurance checks Participant feedback and outcome monitoring Annual subrecipient monitoring, including chart reviews and compliance assessment

D: ORGANIZATIONAL EXPERIENCE AND STAFFING

1. Local System Capacity

The STREETS project will be managed by Knox County's Grants and Community Development Department (KCGCD), which administers local, state, and federal funding to support housing stability, opioid abatement, workforce development, and public safety initiatives. KCGCD has the administrative, fiscal, and collaborative infrastructure needed to oversee a complex, cross-system initiative involving behavioral health, healthcare, housing, and justice partners. The Community Service Division will provide project oversight, including fiscal management, contract administration, data monitoring, and alignment with county priorities.

STREETS services will be delivered through qualified community partners with extensive experience serving individuals with complex behavioral health and housing needs. KCGCD has established partnerships with these organizations, as well as with the Knox County Health Department, hospitals, courts, and social service agencies to support coordinated referrals, shared accountability, and effective service delivery.

Through programs such as HUD-funded housing initiatives, U.S. Treasury Emergency Rental Assistance, recovery housing investments, Knox County Opioid Settlement Funding, and

ongoing participation in the Knoxville-Knox County Continuum of Care (CoC), KCGCD has demonstrated the ability to manage complex programs, convene cross-sector partners, oversee data systems, and coordinate services for high-acuity populations. As a HUD Entitlement Community, Knox County has experience investing resources in street outreach, rapid rehousing, permanent supportive housing, and recovery supports that align with STREETS goals. KCGCD also maintains strong partnerships with the Knox County Sheriff's Office, courts, probation, and justice-system programs. Through embedded reentry coordination at the Knox County Detention Center, jail-based case management, and management of the Department of Justice Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP), Knox County departments support connections to treatment, housing, and community services that promote continuity of care and reduce recidivism.

2. Community Capacity and Activities

Enforcing prohibitions — The Knox County Sheriff's Office (KCSO) enforces prohibitions on open illicit drug use, urban camping in restricted areas, squatting on private property, and ensuring compliance with sex-offender registration requirements. Enforcement is supported by outreach partnerships that help individuals access treatment and connect to shelter when appropriate. These efforts balance public safety with pathways to behavioral health and housing services, aligning with countywide priorities to reduce crisis encounters and improve long-term stability.

Using AOT, civil commitment, and other court-supervised treatment mechanisms — Knox County operates specialized courts designed to address the complex needs of justice-involved individuals with behavioral health conditions. Mental Health Court provides judicially supervised, community-based treatment and support services. Participants receive structured care plans that reduce system involvement and increase public safety. Recovery Court employs continuous, intensive judicial supervision paired with treatment, mandatory drug testing, community supervision, and rehabilitative services. Veterans Treatment Court engages participants through judicial oversight, treatment, counseling, and permanent support. Lastly, Homeless Court helps remove legal barriers to housing and employment by coordinating with outreach teams and service providers. Hearings often include onsite access to resources.

Knox County Probation provides case management and treatment connections for high-risk probationers, many of whom struggle with homelessness, behavioral health challenges, and repeated justice involvement. Additionally, the Knox County Public Defender's Office plays a critical role within this system by staffing licensed social workers who provide case management, recovery housing navigation, and linkage to behavioral health and supportive services for indigent individuals.

Innovative approaches to housing, employment, and educational support — Knox County's homelessness response system integrates emergency shelter, rapid rehousing, permanent supportive housing, and recovery housing models that have demonstrated high rates of housing stability over time. In 2023, Knox County and the City of Knoxville jointly established the Office of Housing Stability to align and coordinate resources to address homelessness.

Knox County invests in education, skills training, and employment pathways that support residents experiencing homelessness, justice involvement, or behavioral health challenges in gaining economic independence. The Skilled Trades Academy and Regional Training (START) Center, overseen by the Community Service Division, serves as a central hub connecting low-income, justice-involved, and unhoused residents to vocational education, job readiness programming, and registered apprenticeships. Knox County's broader network of support services, including access to behavioral health care, recovery supports, transportation assistance, benefits enrollment, identification restoration, and healthcare navigation help reduce barriers to achieving self-sufficiency.

KCSO has installed an ID machine at the Knox County Detention Center to provide individuals with government-issued identification and driver's licenses prior to release. This pilot program for the state of Tennessee removes significant barriers to obtaining housing and employment post-incarceration.

Serving and providing housing-related supports for populations with serious and complex needs — Knox County and its partner network have extensive experience serving individuals with complex needs, including SMI, opioid use disorder (OUD), and polysubstance use. The county's coordinated homelessness response system integrates street outreach, case management, emergency shelter, rapid rehousing, permanent supportive housing, and transitional housing to support individuals requiring stabilization, treatment engagement, and long-term recovery supports.

Behavioral health and housing providers collaborate to provide intensive case management, housing navigation, treatment connections, and individualized supports through appropriate housing models. Coordinated Entry helps identify individuals with the highest needs and connect them to suitable housing interventions, while recovery and supportive housing environments promote treatment engagement and stability.

Knox County also supports justice-involved individuals through pre-release recovery planning at the Knox County Detention Center. A jail-based case manager initiates treatment connections during incarceration and coordinates linkage to treatment and recovery housing prior to release. In 2025, 445 individuals received treatment and reentry support, with 40% successfully completing reentry into the community.

Leveraging innovative technology and data sharing — Knox County maintains strong technological and data-sharing capacity through the CoC, Knox HMIS, and the Knox County Health Department (KCHD). The CoC oversees Coordinated Entry, systemwide prioritization, and multidisciplinary case conferencing, ensuring that individuals with the highest needs are identified and connected to appropriate services. Knox HMIS provides real-time data on shelter utilization, street outreach contacts, referrals, service engagement, and housing outcomes, allowing STREETS partners to share information efficiently and monitor progress across agencies.

KCHD enhances this data network by supplying EMS run data, emergency-room utilization trends, overdose surveillance, infectious-disease monitoring, and syndromic indicators. These

data sources help identify geographic hot spots, emerging public-health risks, and individuals at highest risk for overdose or medical deterioration.

Connecting chronically homeless individuals or frequent users of emergency services with housing — Residents encountered through street outreach efforts, hospitals and emergency departments during repeated crisis presentations, and through EMS responses for medical emergencies or overdose are all connected to Knox County's housing system through Coordinated Entry. Managed by the CoC and Knox HMIS, this process serves as the countywide access point for identifying, prioritizing, and matching individuals with appropriate housing interventions. Through standardized assessment and shared data, Coordinated Entry ensures that individuals with the highest acuity, including those experiencing chronic homelessness or frequently using emergency services, are prioritized for available housing resources. Individuals can access Coordinated Entry through the Knoxville-Knox County Community Action Committee (CAC) and Volunteer Ministry Center (VMC), which serve as primary access centers for assessments and referrals. Emergency departments in the county connect homeless individuals who have come in for overdose or medical emergencies to the McNabb Center for behavioral health assessment, treatment linkage, and care coordination prior to entering the housing system.

3. Project Partners

American Medical Response (AMR) serves as Knox County's emergency medical services provider. AMR responds to overdoses, medical crises, and behavioral health emergencies and will support STREETS through field-based triage, medical stabilization, overdose recognition, and crisis response coordination with outreach and clinical partners.

Knox County Health Department (KCHD) provides public-health oversight, including EMS data, emergency-room utilization trends, overdose surveillance, infectious-disease information, and community health assessments. KCHD supports data-driven decision making and serves as a non-funded stakeholder offering expertise to align STREETS with countywide public-health priorities.

Knox County Public Defender's Community Law Office supports system navigation for justice-involved individuals, including assistance with legal barriers, court compliance, and coordination with treatment providers. Their dedicated social workers will help STREETS clients obtain treatment, behavioral health services, and recovery housing.

Knox County Sheriff's Office (KCSO) supports identification and referral of individuals encountered through enforcement activities, crisis events, and jail-based reentry. Deputies frequently engage individuals experiencing homelessness, behavioral health needs, or substance use in public spaces and will coordinate referrals to STREETS outreach and treatment pathways. KCSO also employs a jail-based case manager who works directly with individuals preparing for release. Warm handoffs to the Knoxville-Knox County Community Action Committee (CAC) will be completed to engage individuals in the STREETS program.

Knox HMIS – University of Tennessee, Knoxville oversees Coordinated Entry, Coordinated Housing Assessment and Match Plan (CHAMP) assessments, systemwide prioritization, and shared data workflows. They will ensure STREETS participants are prioritized for housing, tracked across the continuum, and connected to the most appropriate housing interventions.

Knoxville Street Medicine Outreach (KSMO) provides medical outreach, wound care support, crisis screening, and treatment linkage to individuals in unsheltered settings. KSMO will participate in the STREETS Mobile Clinical Engagement Team providing immediate clinical triage and stabilization.

Knoxville-Knox County Community Action Committee (CAC) is one of Knox County's primary street-outreach and intensive case-management providers. CAC serves as a main access point for Coordinated Entry. For the STREETS project, CAC will provide street-based outreach and contribute to multidisciplinary Mobile Clinical Engagement Team operations. Justice-involved individuals will be referred to CAC. Once an individual is connected to the STREETS, CAC will walk alongside them as their main case manager. Through ongoing case management, warm handoffs to McNabb Center, and monthly treatment-continuity meetings with McNabb, CAC will ensure sustained engagement in treatment. Following stabilized treatment CAC will facilitate housing navigation and connection to other support service needs.

McNabb Center provides the full continuum of behavioral health and substance use treatment services, including assessments, outpatient care, residential treatment, MOUD, crisis stabilization, withdrawal management, psychiatric services, and the Mobile Crisis Team. McNabb will conduct all clinical assessments, determine clinical acuity, and coordinate and monitor treatment for STREETS. Additionally, they will provide behavioral health promotion, psychosocial support, and suicide prevention coordination in partnership with the outreach teams. Clinicians will provide ongoing communication with outreach teams from CAC and VMC, participate in monthly case review meetings to confirm treatment participation and continuity of care, and coordinate transitions between treatment levels based on clinical need.

Metro Drug Coalition (MDC) provides peer recovery coaching, peer support groups, and recovery navigation. MDC also operates The Gateway, offering recovery friendly community spaces that support stabilization and ongoing engagement.

Office of Housing Stability/Knoxville-Knox County Continuum of Care (CoC) oversees systemwide housing coordination. The office will ensure STREETS participants have access to housing resources and supports treatment-first models.

Volunteer Ministry Center (VMC) provides extensive street outreach, case management, and housing navigation services in Knox County and will serve as a core entry point into the STREETS Program, particularly within the downtown Knoxville Mission District and surrounding high need areas. VMC maintains daily contact with individuals living in unsheltered locations downtown and is a primary access point for Coordinated Entry. For the STREETS Program, VMC will conduct street-based outreach, play a central role in multidisciplinary Mobile Clinical Engagement Team operations, and initiate evidence-based treatment referrals in

coordination with McNabb Center. Once an individual is connected to the STREETS Program, VMC serves as the primary case manager for participants, walking alongside each person from initial engagement through treatment participation, housing navigation, and stabilization. VMC staff will participate in monthly treatment continuity meetings with McNabb Center clinicians to confirm treatment adherence, coordinate care transitions, resolve barriers, and ensure continuity throughout the treatment and housing continuum.

4. Key Personnel

Program Director, Sharon Shanks (0.5 FTE) — Provides overall leadership and strategic direction. Oversees implementation, supervises staff, manages partner coordination, ensures compliance, and serves as liaison to SAMHSA. Shanks is experienced in leading complex behavioral health or homelessness programs; strong background in grant administration, cross-system coordination, compliance, and supervision.

Program Coordinator, Vacant (1.0 FTE) — Manages day-to-day operations, documentation, reporting, partner communication, outreach coordination, and data tracking. Candidates should have experience coordinating community-based or behavioral health programs; strong organizational and communication skills; familiarity with trauma-informed and recovery-oriented approaches.

Program Manager, Sarah Bradsher (0.25 FTE) — Oversees all subrecipient contracts, monitors compliance, reviews data and reimbursement requests, and ensures adherence to federal requirements. Bradsher has experience overseeing federal/state grants; skilled in contract monitoring, performance review, compliance, and technical assistance; prior nonprofit/human services experience.

Program Evaluator, Contracted (0.2 FTE) — Designs and maintains evaluation plan, analyzes outcomes data, manages reporting, and guides continuous quality improvement. The contractor should have experience evaluating behavioral-health or public-health programs; knowledge of federal reporting standards.

Budget Manager, Crystal Widener (0.10 FTE) — Manages fiscal oversight, reimbursement processing, budget monitoring, and compliance with SAMHSA allowable-cost requirements. Widener has experience managing multi-source public budgets; strong skills in reconciliation, fiscal compliance, and reporting.

Internal Staff Accountant, Savanah Sommerfield (0.15 FTE) — Supports grant accounting, invoice review, documentation verification, reimbursement processing, and reporting. Sommerfield has experience managing grant financial operations; strong reconciliation and documentation skills; familiarity with public-sector accounting systems.

E: DATA COLLECTION AND PERFORMANCE MEASUREMENT

1. Measuring Performance and Objectives

Knox County's STREETS project will collect performance measures and outcomes using secure data systems and standardized documentation processes across all partners. Participant confidentiality will be protected through compliance with HIPAA, 42 CFR Part 2, Knox HMIS privacy requirements, and Knox County policies. Access to confidential information will be limited to authorized staff, with required privacy training, agreements, and informed consent procedures implemented as applicable.

KCGCD will establish data collection and reporting procedures to support consistent documentation across the project. Data will be maintained through Knox HMIS, electronic health records (EHRs), and KCGCD's grant management platform, Neighborly, in accordance with program requirements. Staff will receive training on documentation standards, confidentiality, and reporting procedures, while KCGCD will provide ongoing technical assistance and monitoring to ensure data quality and compliance. The Knox County Health Department will contribute relevant EMS and public health data to support outcome tracking and identification of trends.

2. Data-Driven Program Improvement and Monitoring

Program supervisors will conduct routine chart reviews and documentation audits to verify data accuracy and ensure services align with program requirements. Monthly data reviews by program leadership will track progress toward objectives, identify trends, and address barriers. Findings will be discussed during monthly and quarterly meetings to guide program adjustments.

Subrecipient reports will be reviewed and approved by the Program Manager and Program Director before reimbursement to confirm accuracy, completeness, and compliance with grant requirements. All subrecipients will also participate in annual monitoring that includes chart reviews, documentation audits, and assessment of performance outcomes. Data gathered through these processes will inform continuous quality improvement, support accountability, and help ensure STREETS remains responsive to participant needs and aligned with project goals.

3. Evaluation, Outcomes, and Quality Improvement

Key performance measures will include individuals served, outreach and engagement contacts, behavioral health and suicide-risk screenings, ASAM assessments, treatment referrals, MSUD initiation and engagement, recovery housing placements, treatment retention, and linkage to community resources. Process measures will assess the program's ability to identify, engage, and connect participants to appropriate care, while outcome measures will evaluate treatment access, recovery engagement, continuity of care, and reductions in service barriers.

KCGCD will review subrecipient data practices through annual monitoring to ensure accurate reporting, compliance with federal and CoC requirements, and alignment with program goals. A contracted evaluation partner will provide independent analysis of outcomes, quality assurance reviews, and recommendations to support continuous improvement. The evaluator will work with the Program Director and Coordinator to review findings, address challenges, and guide data-informed program improvements.

Attachment 1: Letters of Commitment, Experience and Credentials

Department of Health and Human Services - SAMHSA
Safety Through Recovery, Engagement, and Evidence-Based Treatment and Support
Opportunity number: SM-26-019 | Federal Assistance Listing: 93.243
Submitted by: Knox County, Tennessee

July 16, 2026

American Medical Response

Contact: Jerry Harnish

10140 Gallows Point Drive

Knoxville, TN 37931

Subject: Letter of Commitment for Knox County SAMHSA STREETS Grant Application

On behalf of American Medical Response, I affirm our commitment to actively participate in and support the objectives of Knox County's application to the STREETS grant program. We pledge to adhere to all program requirements, including compliance with federal guidelines, reporting standards, and collaborative practices, recognizing the importance of this partnership in achieving shared goals.

Our organization is dedicated to contributing to the success of this initiative by conducting joint activities with our street medicine program and educating emergency ambulance crews about additional strategies to advance the goals of the grant

We agree to:

- Participate in regular partner meetings.
- Share relevant data and outcomes for evaluation purposes.
- Coordinate with other partners to ensure integrated service delivery.

Sincerely,

Jerry Harnish

Director of Operations

jerry.harnish@gmr.net

Knox County Health Department

140 Dameron Avenue, Knoxville, TN 37917

July 16, 2026

Substance Abuse and Mental Health Services Administration
5600 Fishers Lane
Rockville, MD 20857

RE: Letter of Commitment for Knox County SAMHSA STREETS Grant Application

To Whom It May Concern:

On behalf of Knox County Health Department (KCHD), I affirm our commitment to actively participate in and support the objectives of Knox County's application to the STREETS grant program. We pledge to adhere to all program requirements, including compliance with federal guidelines, reporting standards, and collaborative practices, recognizing the importance of this partnership in achieving shared goals.

KCHD is committed to serving as a key stakeholder in the STREETS initiative and will actively support the project's implementation and coordination efforts. We will provide epidemiological data, overdose surveillance trends, and community health assessment information to help the project team identify emerging needs, target outreach effectively, and strengthen ongoing program improvement. We will offer public-health expertise related to communicable disease prevention, environmental health conditions within encampments, and strategies that promote the health and safety of unsheltered individuals. In addition, we will provide guidance on evidence-based practices and ensure alignment with broader countywide public-health priorities. A KCHD representative will provide shared insight and guidance throughout the project on the stakeholder and partner committee.

We agree to:

- Participate in regular partner meetings.
- Share relevant data and outcomes for evaluation purposes.
- Coordinate with other partners to ensure integrated service delivery.

Sincerely,

Michelle Moyers

Michelle Moyers, Interim Senior Director
Knox County Health Department
Michelle.moyers@knoxcounty.org

THE KNOX COUNTY PUBLIC DEFENDER'S
COMMUNITY LAW OFFICE

1101 Liberty Street Knoxville, Tennessee 37919
PHONE 865.594.6120 / FAX 865.594.6169 / www.pdknox.org

July 8, 2026

Subject: Letter of Commitment for Knox County SAMHSA STREETS Grant Application

On behalf of the Knox County Public Defender's Community Law Office, I affirm our commitment to actively participate in and support the objectives of Knox County's application to the STREETS grant program. We pledge to adhere to all program requirements, including compliance with federal guidelines, reporting standards, and collaborative practices, recognizing the importance of this partnership in achieving shared goals.

Our organization is dedicated to contributing to the success of this initiative by identifying potential participants and acting as a referral source.

We agree to:

- Participate in regular partner meetings.
- Share relevant data and outcomes for evaluation purposes.
- Coordinate with other partners to ensure integrated service delivery.

Sincerely,

Sincerely,
KNOX COUNTY PUBLIC DEFENDER'S
COMMUNITY LAW OFFICE



Eric Lutton
District Public Defender

Knox County Public Defender's Community Law Office
Intensive Recidivism Prevention Project
Annual Reports, 2010-2024

The Knox County Public Defender's Community Law Office (CLO) received CDBG funding for the Intensive Recidivism Prevention Project from 2007-2024. This funding request package includes annual reports from 2012-2019, as well as monthly client data from 2010-2024. In that time, the Intensive Recidivism Prevention Project worked with CLO's most vulnerable clients at risk of or experiencing homelessness.

The Project provides counseling on housing assistance programs, intensive case management, and referrals to community partners for mental health services, substance abuse treatment, job skills training, and other social services. Social service networks can be extremely difficult to navigate, especially for someone experiencing homelessness. With the help of social workers funded through this project, we are better able to connect our clients to the resources they need to thrive.

From 2010-2024, the Project provided these services to 2,070 clients, averaging approximately 148 clients per year. Historically funding has supplemented a portion of one Forensic Social Worker position at CLO. Toward the end of the program, the funding supplemented a portion of two Forensic Social Worker positions at the CLO.

Annual Reports Summary, 2010-2024	
Program Year	**Clients Served**
2010-2011	253 (87 non-PD client*)
2011-2012	268 (84 non-PD client*)
2012-2013	251 (86 non-PD client*)
2013-2014	149
2014-2015	159
2015-2016	132
2016-2017	142
2017-2018	136
2018-2019	141
2019-2020	132
2020-2021	95
2021-2022	99
2022-2023	85
2023-2024	75
*Homeless Veterans Stand-Down Initiative, non-PD clients (see Additional Documents: Monthly Client Data 2010-2020) **Reporting Period October 2023-January 2024	

KNOX COUNTY SHERIFF'S OFFICE

Tom Spangler
Sheriff

July 16, 2026

Knox County Sheriff's Office
Tom Spangler, Sheriff
400 Main Street, Ste. L165
Knoxville, TN 37902

Subject: Letter of Commitment for Knox County SAMHSA STREETS Grant Application

On behalf of the Knox County Sheriff's Office, I affirm our commitment to actively participate in and support the objectives of Knox County's application to the STREETS grant program. We pledge to adhere to all program requirements, including compliance with federal guidelines, reporting standards, and collaborative practices, recognizing the importance of this partnership in achieving shared goals.

Our organization is dedicated to contributing to the success of this initiative by making community referrals for treatments of various clinical levels, recovery housing, case management, mental health services and other applicable services to assist the individuals with re-entry to the community. Sober living/recovery housing deposits and entry fees are often one of the biggest barriers we face with placement into the community. Providing individuals with stable supportive housing is the first step in their journey to success and decreasing recidivism numbers.

We agree to:

Participate in regular partner meetings.
Share relevant data and outcomes for evaluation purposes.
Coordinate with other partners to ensure integrated service delivery.

Sincerely,

Tom Spangler
SHERIFF

July 2, 2026

KnoxHMIS, UT-SWORPS
Nate First
University of Tennessee Conference Center
600 Henley Street, Suite 224
Knoxville, TN 37996

Subject: Letter of Commitment in Support of Knox County's FY 2026 SAMHSA STREETS Application (SM-26-019)

On behalf of KnoxHMIS, I am pleased to confirm our commitment to support Knox County's application to the SAMHSA Safety Through Recovery, Engagement, and Evidence-Based Treatment and Support (STREETS) program. If Knox County is awarded funding, KnoxHMIS will participate as a partner in implementation of the project in Knox County, Tennessee.

In its role overseeing both the community's Homeless Management Information System (HMIS) Coordinated Entry System (CES) for the Knox Housing Continuum (TN-502), KnoxHMIS is prepared to assist the STREETS initiative by:

- participating in project planning, governance, and regular partner coordination meetings;
- collaborating with Knox County and participating partners to develop and implement HMIS and CHAMP/CES workflows that support referral, enrollment tracking, and care coordination;
- supporting the development and use of appropriate consent and release-of-information processes for participating individuals, consistent with applicable policies and requirements;
- providing training and technical assistance to relevant program staff on agreed-upon HMIS and CHAMP/CES workflows and documentation processes;
- providing aggregate reporting and data support for project planning, performance monitoring, and evaluation; and
- where permitted by participant consent, executed data-sharing agreements, and applicable law and policy, providing relevant client-level HMIS and CHAMP/CES information to support care coordination and program operations.

KnoxHMIS understands the importance of strong data infrastructure and coordinated system implementation to the success of this project. We are committed to working collaboratively with Knox County and partner agencies to support compliant, effective referral, tracking, and reporting processes for the STREETS initiative.

This commitment is contingent upon award and subject to applicable federal, state, and local law; HMIS privacy, security, and data standards; coordinated entry policies; and any required memoranda of understanding or data-sharing agreements.

Sincerely,

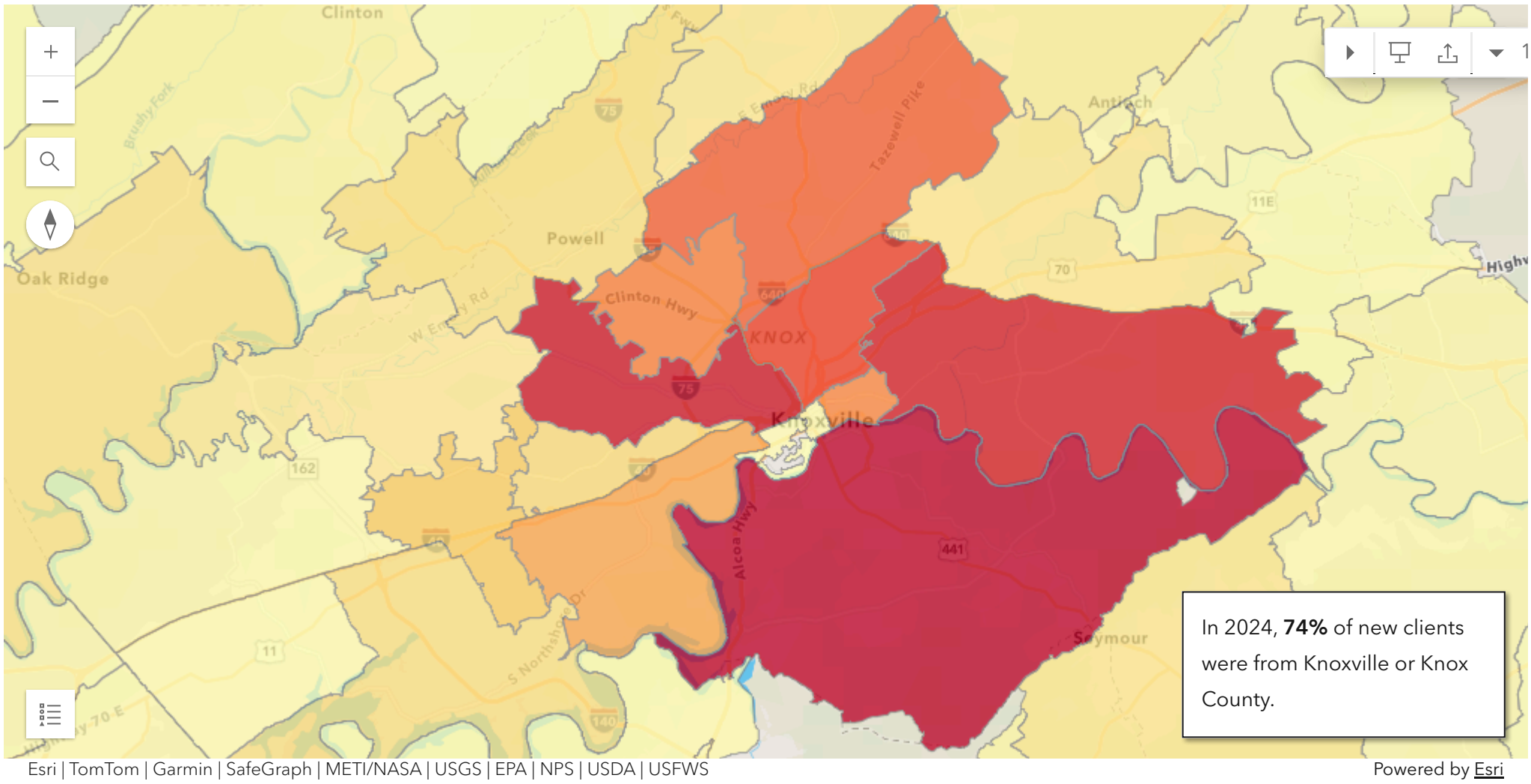
Nate First, LCSW, MA
Program Director, KnoxHMIS
SWORPS | University of Tennessee
nfirst@utk.edu | he/him
314-435-4332

5429 Housed Since 2020

nox Providers, THANK YOU. Your work is changing lives.

Last Known Permanent Address (2024 Annual)

Most KnoxHMIS Clients are our literal neighbors



Daily Averages by Housing Status (2024 Annual)

HOMELESS



2024 Average

1751

STABLY HOUSED



2024 Average

575

AT RISK



2024 Average

225

UNKNOWN (MEALS/SERVICES ONLY)



2024 Average

225

Housing Trends (2024 Annual)

Why Housing Data? Click here to collapse

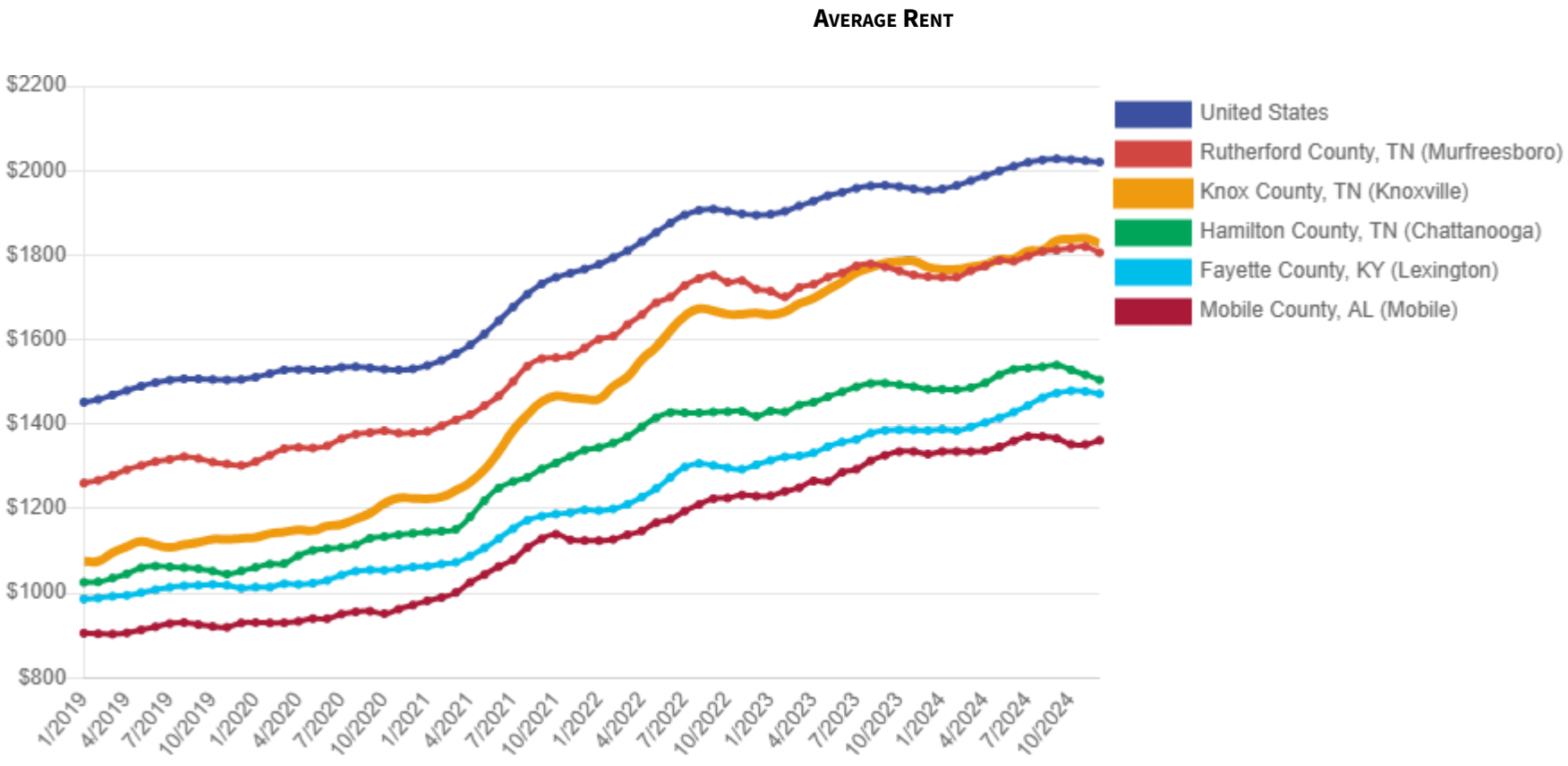
According to Homelessness is a Housing Problem (https://homelessnesshousingproblem.com/), which we can't recommend highly enough, the reason some cities have more homelessness than others **isn't about individual vulnerabilities**. Cities with higher levels of homelessness don't generally have higher rates of drug use or mental illness, and most communities with higher poverty rates actually have lower levels of homelessness. Instead, when comparing one city to another, **the root causes of homelessness almost always come down to housing**. In particular, as a rule, U.S. cities are more likely to have high rates of homelessness when their inhabitants face two things: **higher rent and fewer available rentals**.

We look at those factors here. **Median rent** compares monthly rental costs between Knoxville, Tennessee, and the United States. Likewise, occupancy rates highlight how “tight” the Knoxville market is compared with state and national trends: the higher the rate, the fewer rental units are available to those in search of housing. It's a salient fact: Knoxville saw the greatest rent growth in the country in 2022 (https://www.nar.realtor/blogs/economists-outlook/2022-commercial-real-estate-top-performers-and-2023-outlook).

As we speak, the City of Knoxville and Knox County, along with local nonprofits and private developers, are actively working to **increase housing stock** in our community. In our view, such developments can't come soon enough. We at KnoxHMIS humbly ask all Knox readers to remember this urgent need for affordable housing – and for all types of housing – when new development is considered in your own neighborhoods. We'll vow to do the same.

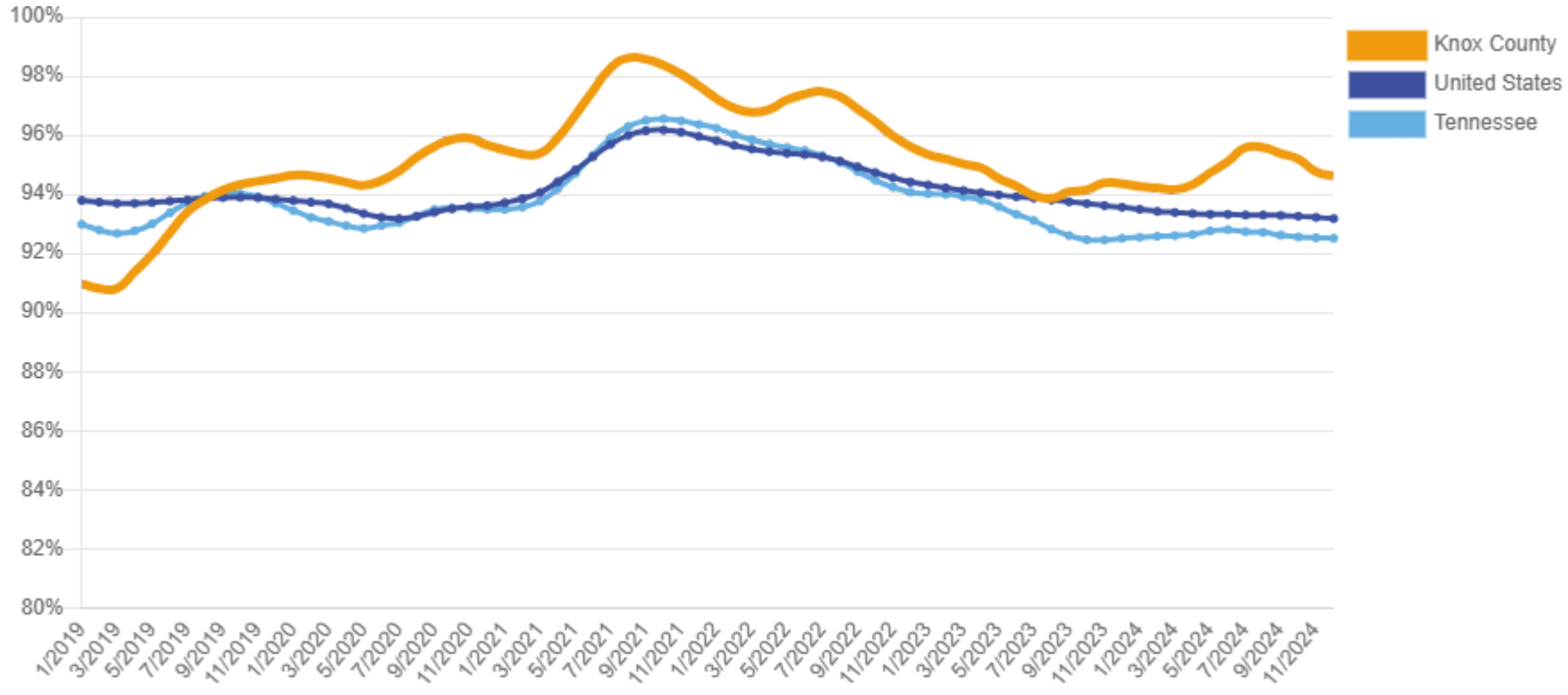
NOTE: If you're pressed for time, this 15-minute talk (https://www.youtube.com/watch?v=el_v-o--6G8&ab_channel=NLIHCOrganization&t=6m49s) offers a good summary of the themes in the book mentioned above. Many thanks to East Tennessee Realtors for their insights on housing data. (https://www.etnrealtors.com/)

Average Knox County rent has nearly doubled since 2017, outpacing both the US and Tennessee.



The Knox County housing market has tightened considerably since 2019.

Occupancy Rate



Source: https://www.apartmentlist.com/research/category/data-rent-estimates (https://www.apartmentlist.com/research/category/data-rent-estimates)

System Performance Measures (2024 Annual)

Key Performance Indicators

Each year, communities across the country use HMIS data to assess the status of homelessness and homeless services through a set of key measures known as System Performance Measures. Here we track six. **Click any measure below** to see trends over time.

Median Time Homeless

179 Days

Median Shelter Stay (ES/TH)

22 Days

First Time Homeless

2925 New

Returns to Homelessness

14% Returned

Successful Exits

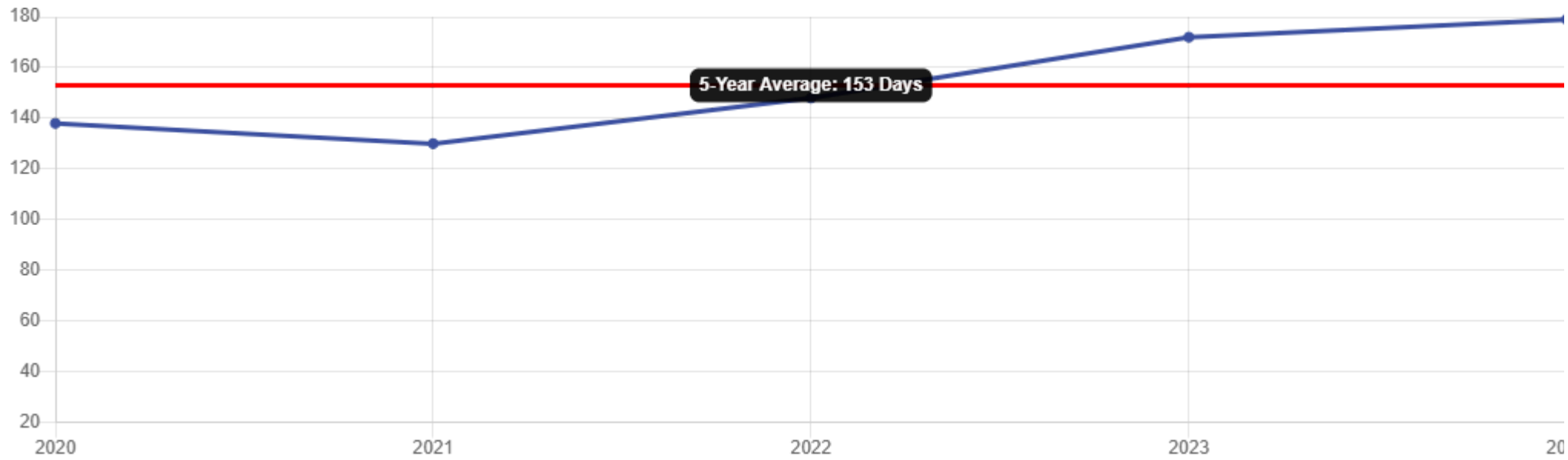
23% Housed

Permanent Housing Retention

91% Stayed Housed

The median duration of homelessness has increased by 63% since 2018 (91 days to 148 days)

Time Homeless (Median Days)



Time Homeless reflects the median duration of homelessness in days for individuals in Emergency Shelter, Transitional Housing, or Rapid Rehousing, by adding time spent in these programs with self-reported time spent homeless before that (e.g., in other shelters, in cars, on the street). In keeping with HUD measures, this count **excludes most Street Outreach clients**, a group which typically has a much longer average times homeless.

2024 Precipitating Events: What Led to Your Homelessness

Filter by Subpopulation ↓

Filter by Subpopulation

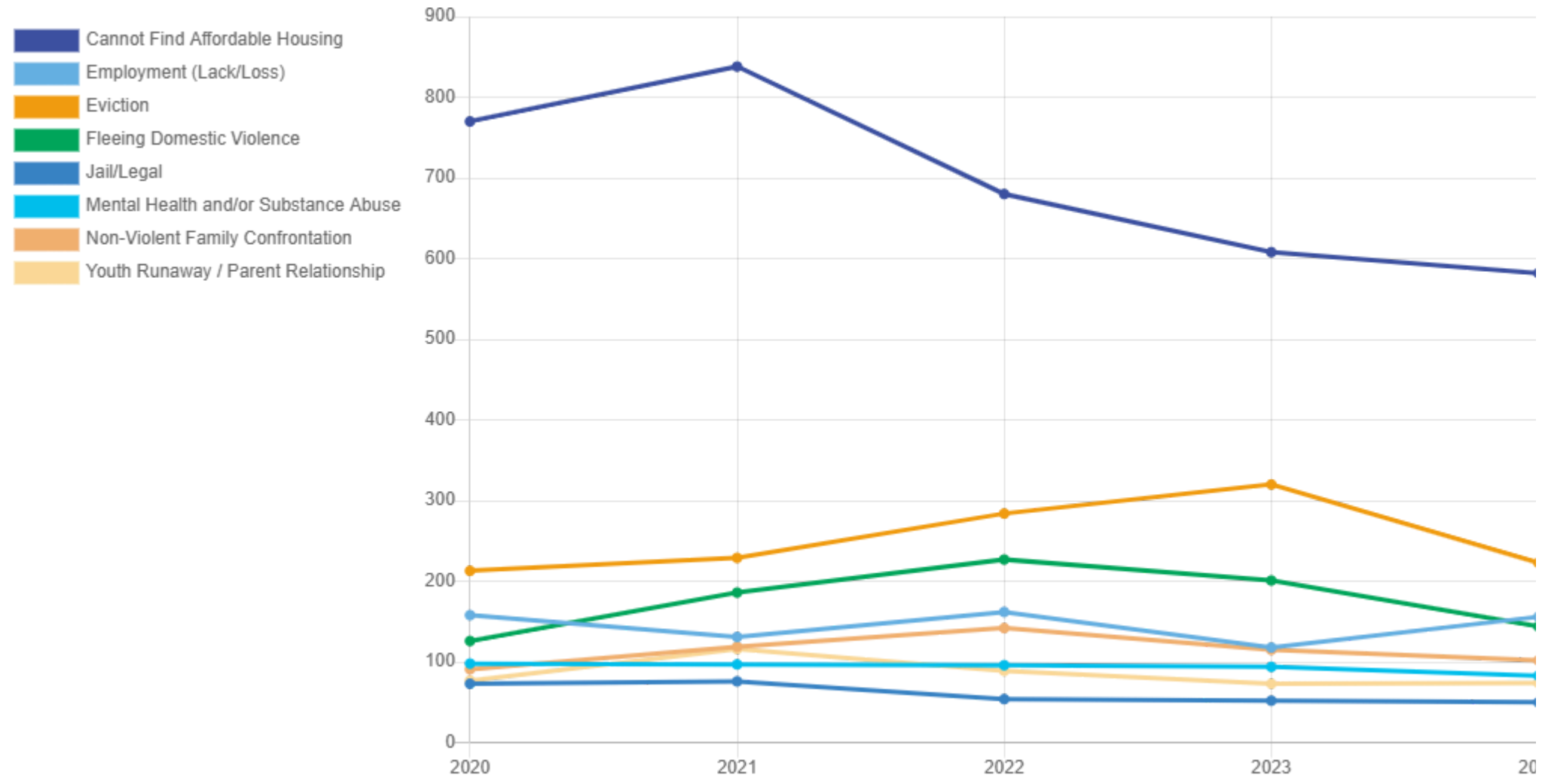
2024 Counts (All)

↓ **HOVER** over donut chart to see how often each cause is reported.



Annual Counts (All)

Click causes to select/deselect



2024 Characteristics

Filter by Subpopulation ↓

Filter by Subpopulation

Average Count (All)

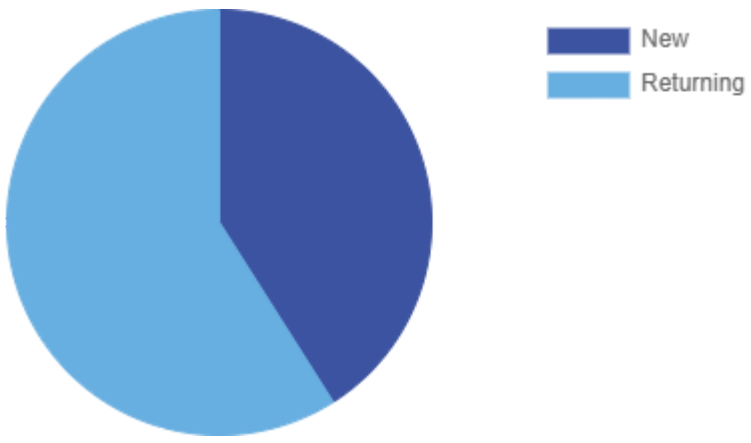
Each day on average,

3272 Clients*

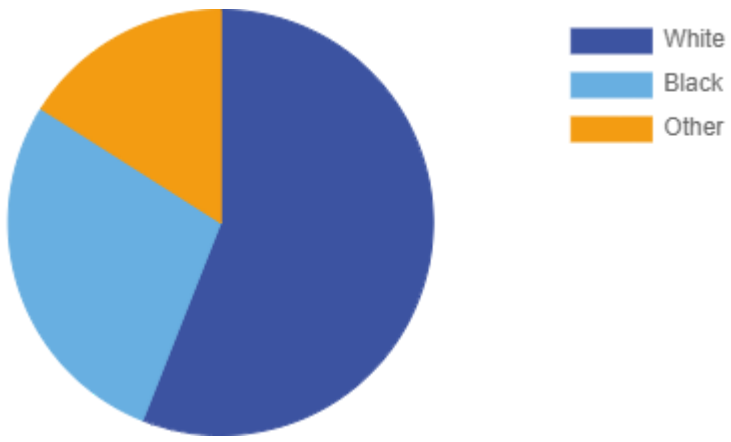
were being served during the year.

***Includes housed, at risk, and homeless**

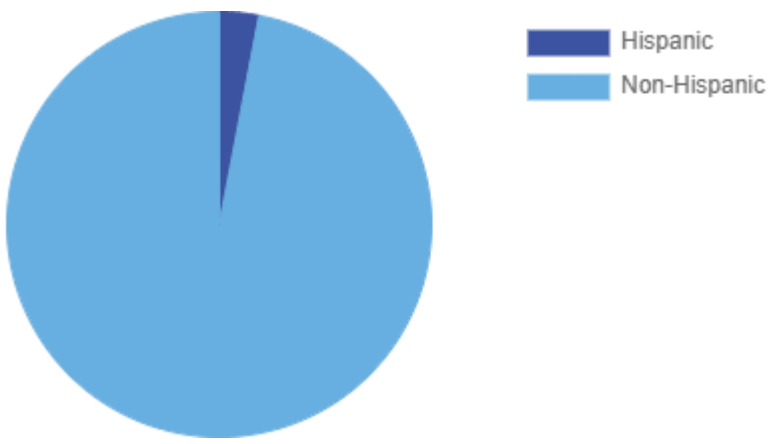
New/Returning (All)



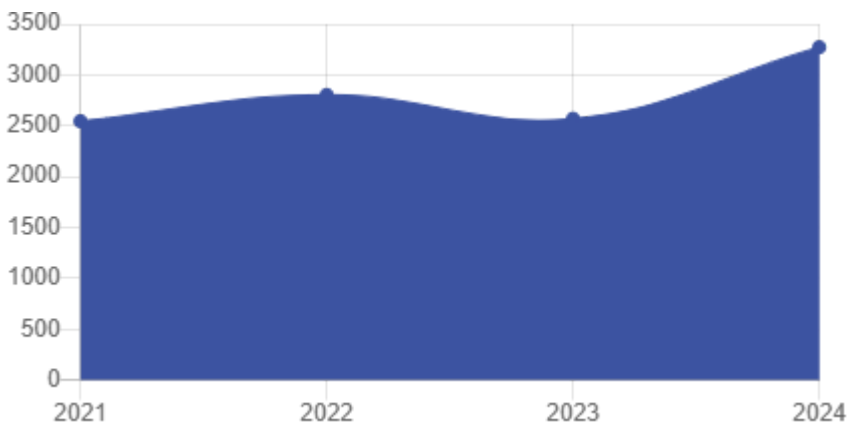
Race (All)



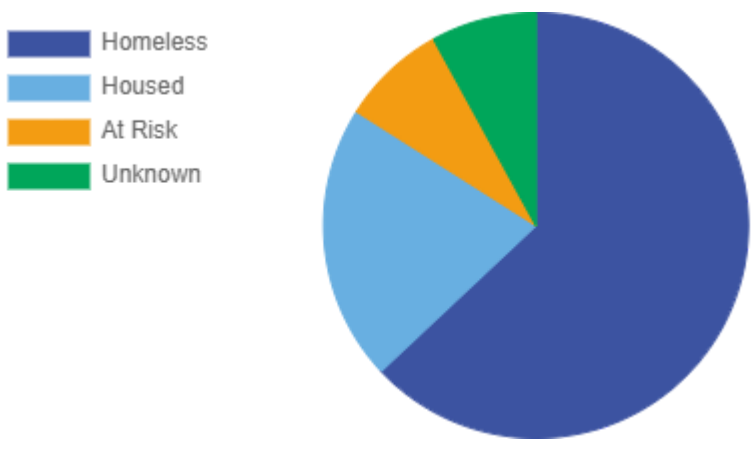
Ethnicity (All)



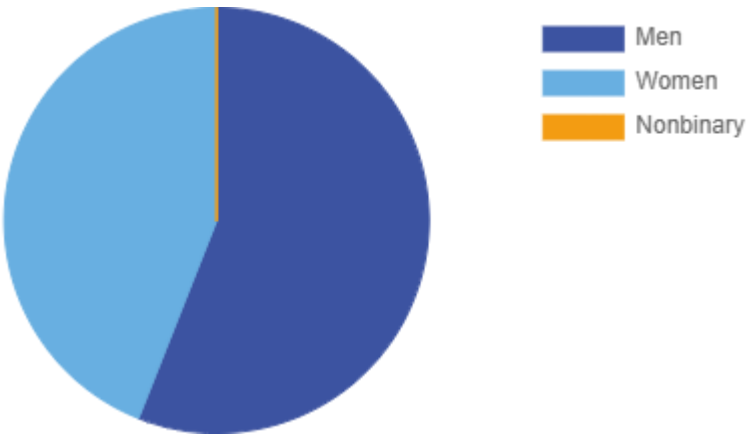
Averages Trends (All)



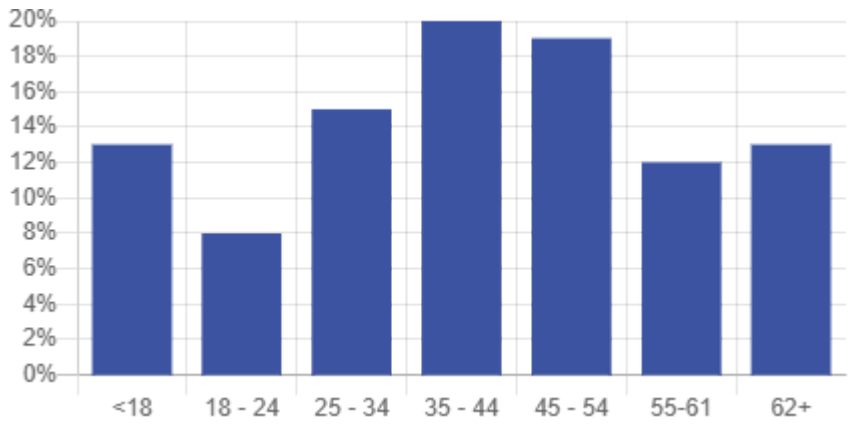
Household Status (All)



Gender (All)



Age (All)



DV (All)

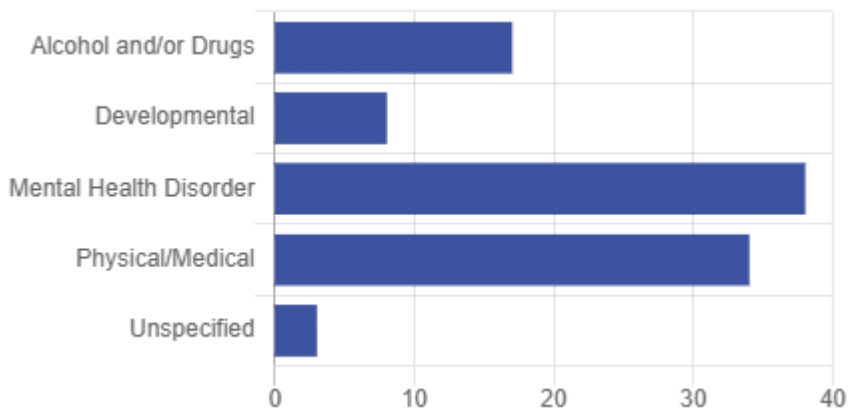
Male



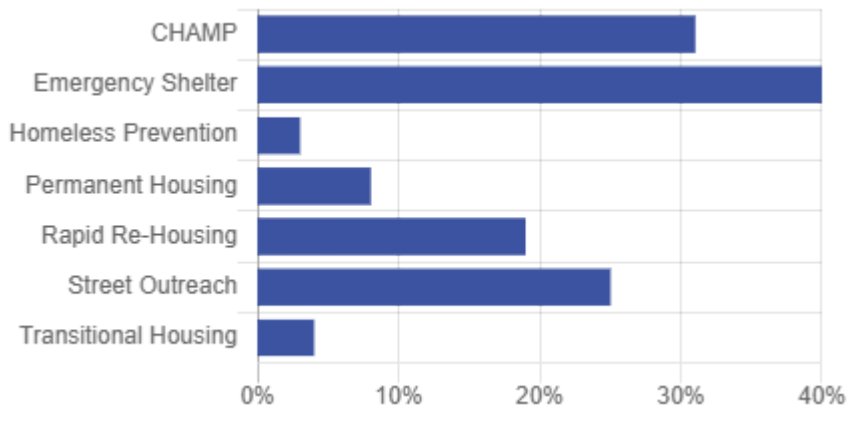
Female



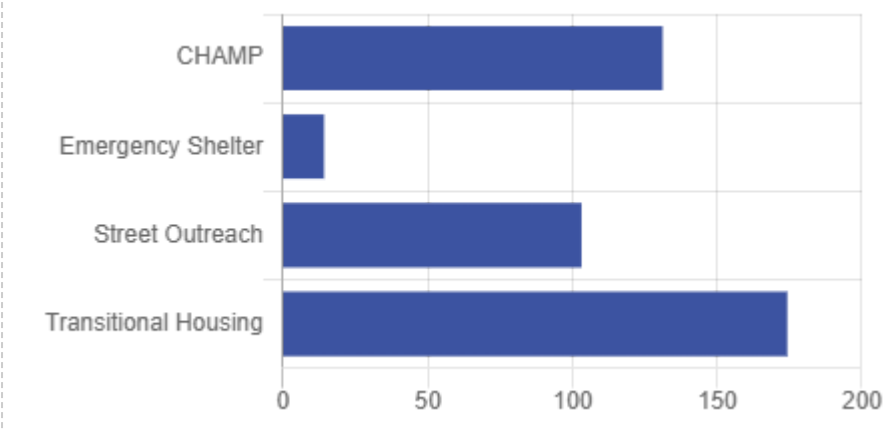
Disability (All)



% Clients Enrolled (All)

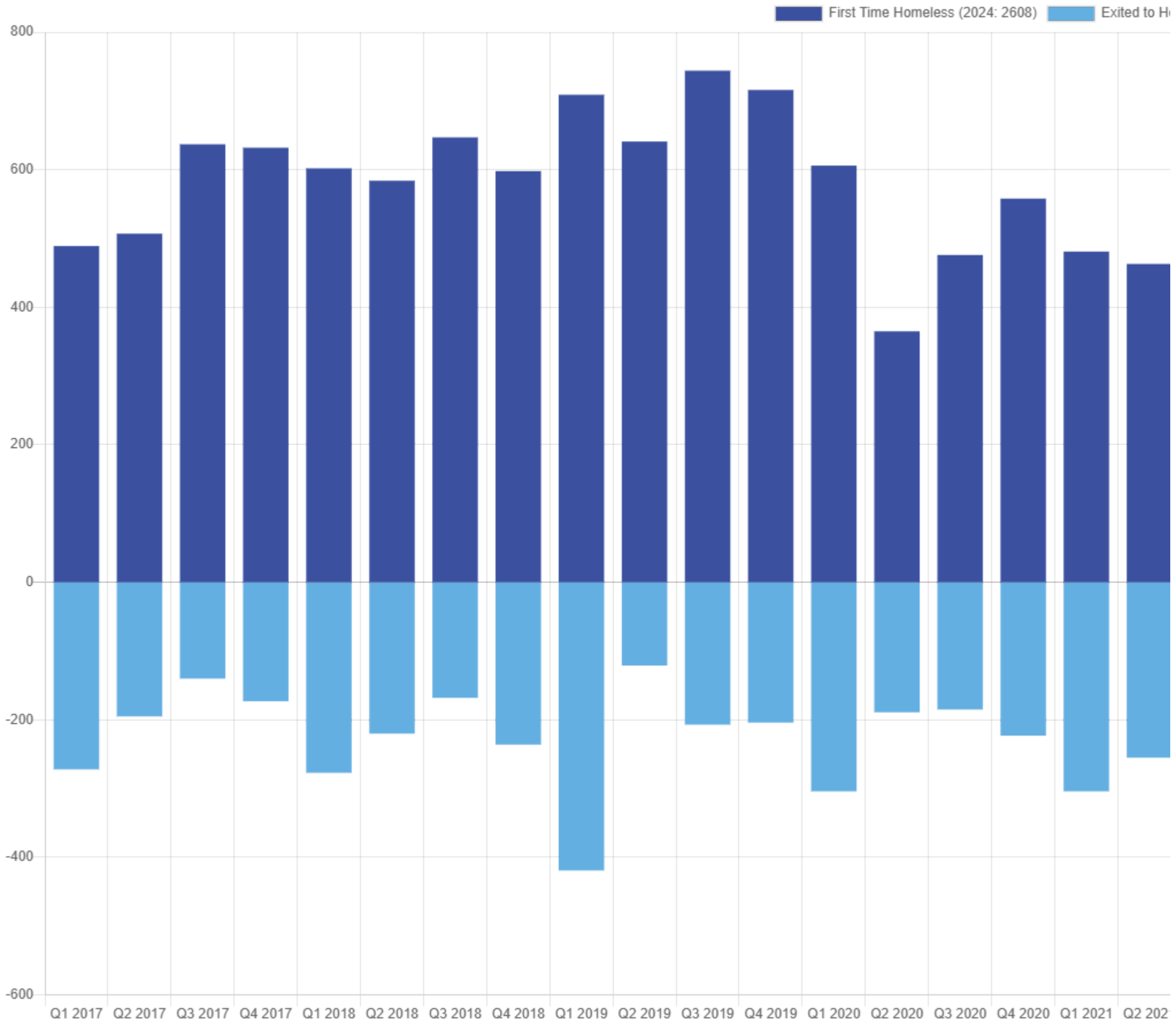


Days Enrolled (All)



2024 System Inflow/Outflow (Entering Homeless / Exiting Housed)

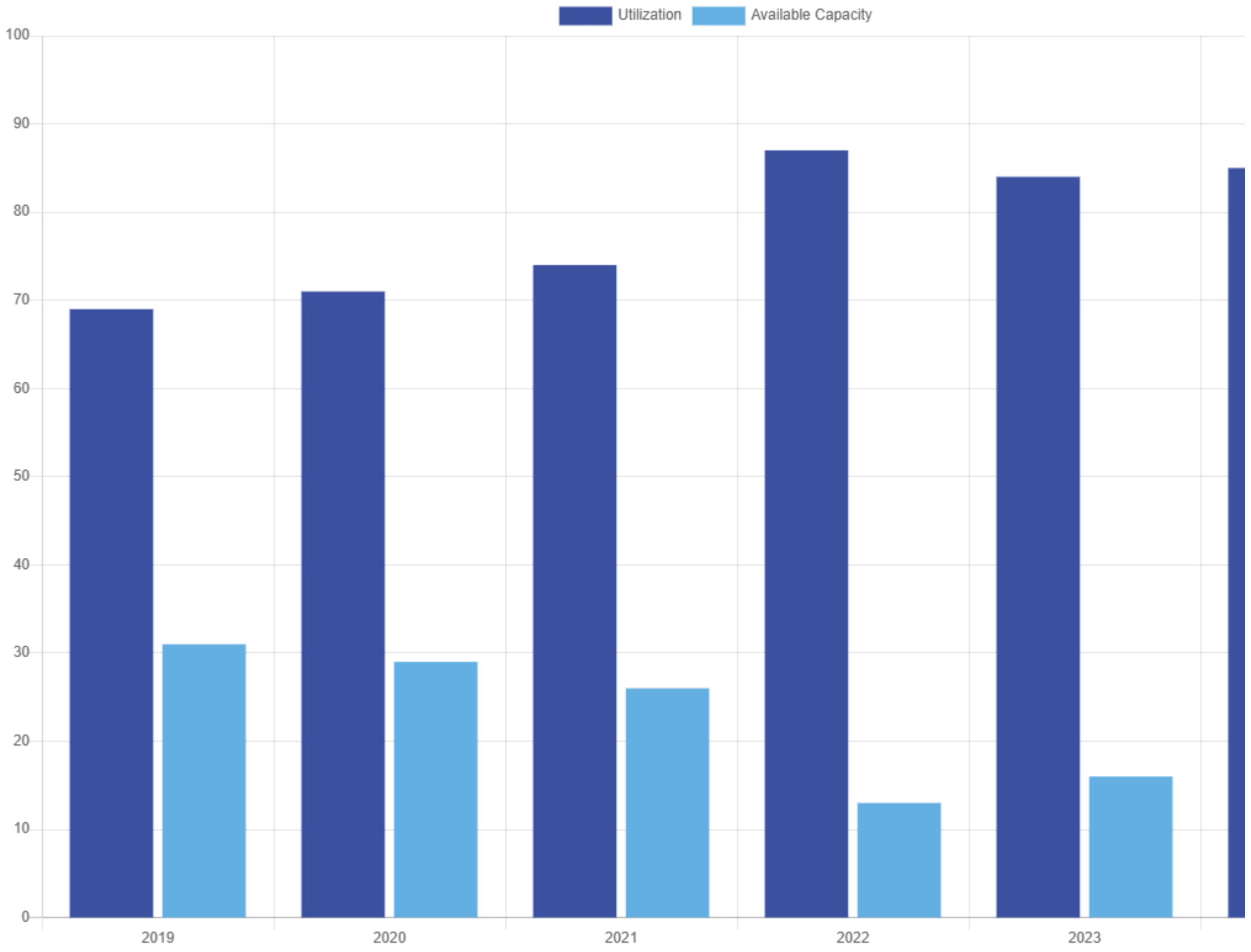
In 2024, for every 5 people who became homeless, 2 exited the system housed.



2024 Bed Utilization by Program Type

SELECT PROGRAM TYPE

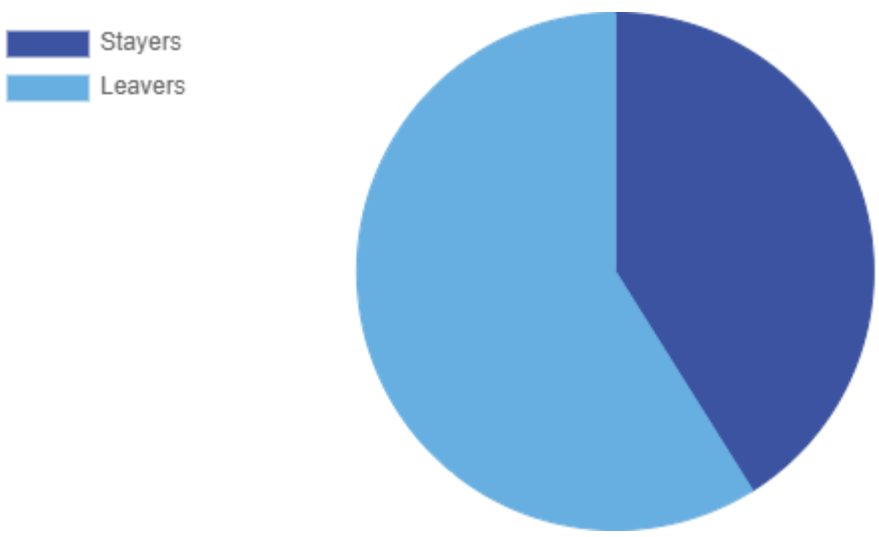
Emergency Shelter (Total Bed Capacity: 435)



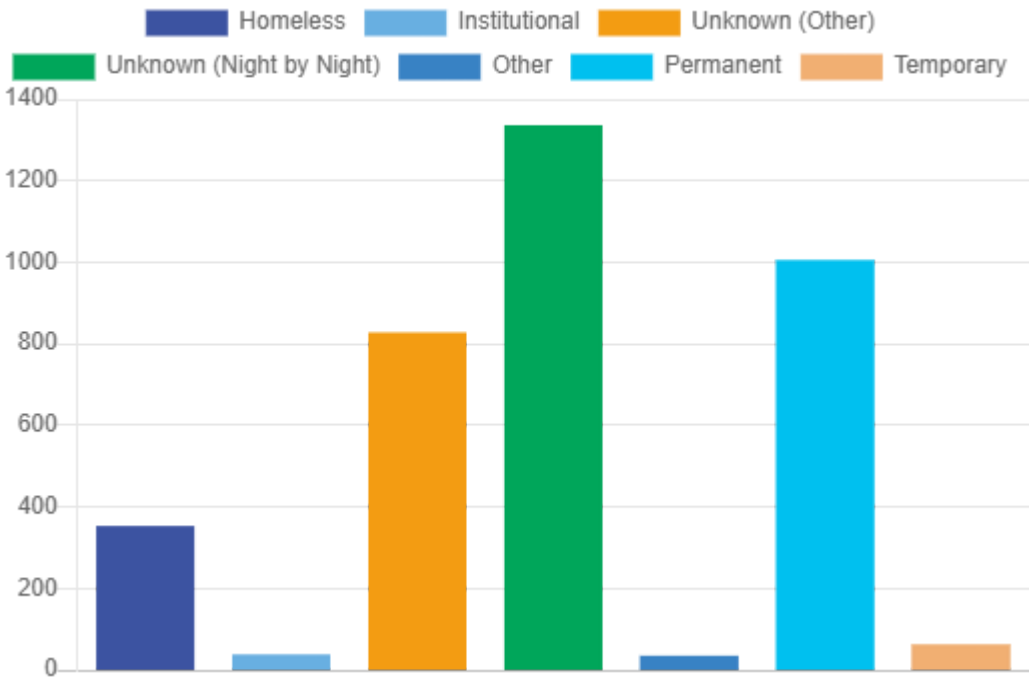
2024 Stayers/Leavers

For every 2 people leaving the system in 2024, roughly 1 remained.

Population



Housing Status at System Exit



Annual Report

KnoxHMIS provides an annual report detailing the state of homelessness in the community. Reports are available to download by following the link below.

More info (https://knoxhmis.sworpswebapp.sworps.utk.edu/resources/)

East Tennessee 211

One of the easiest ways to find out more about services for someone experiencing homelessness is by dialing 211, Tennessee's community services help line.

East Tennessee 211 (http://tn211.mycommunitypt.com/)

Knoxville 311 (https://www.knoxvilletn.gov/government/city_departments_offices/311)

Subpop Reports

KnoxHMIS provides reports on unique subpopulations experiencing homelessness. These reports provide specific information not included in this dashboard.

More info (https://knoxhmis.sworpswebapp.sworps.utk.edu/resources/)

Contact Us

If you have questions or comments concerning this dashboard or homelessness in Knoxville, please contact Mike Dunthorn: mdunthorn@knoxvilletn.gov (mailto:mdunthorn@knoxvilletn.gov)

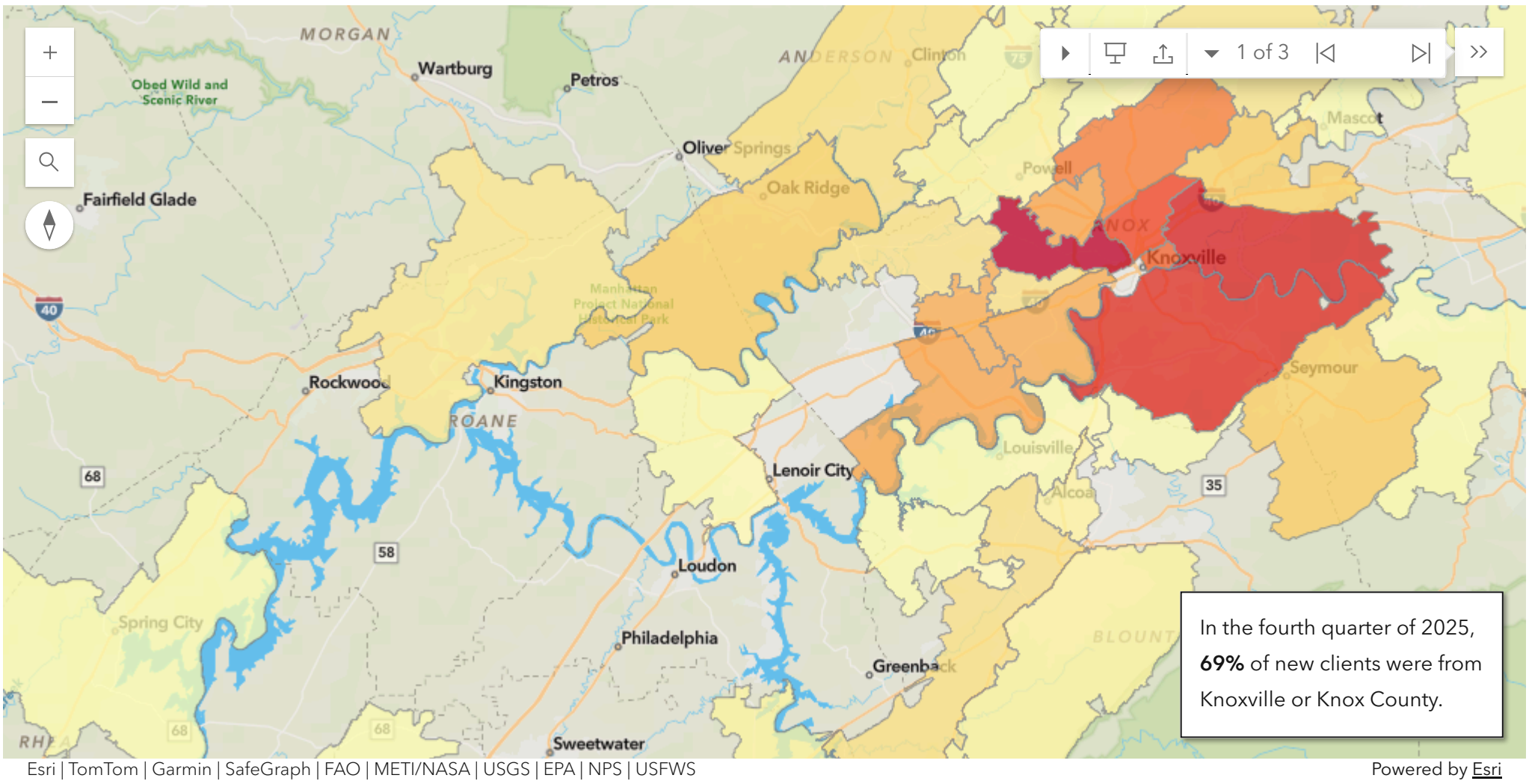
Copyright © 2024 Knoxville Office on Homelessness (http://www.knoxvilletn.gov/government/city_departments_offices/community_development/office_on_homelessness/). All rights reserved.

6357 Housed Since 2020

Knox Providers, THANK YOU. Your work is changing lives.

Last Known Permanent Address (Q4 2025)

Most KnoxHMIS Clients are our literal neighbors



Esri | TomTom | Garmin | SafeGraph | FAO | METI/NASA | USGS | EPA | NPS | USFWS

Powered by Esri

Daily Averages by Housing Status (Q4 2025)

HOMELESS



Q4 Average

1757

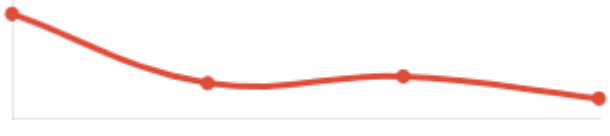
STABLY HOUSED



Q4 Average

660

AT RISK



Q4 Average

248

UNKNOWN (MEALS/SERVICES ONLY)



Q4 Average

216

Housing Trends (Q4 2025)

Why Housing Data? Click here to collapse

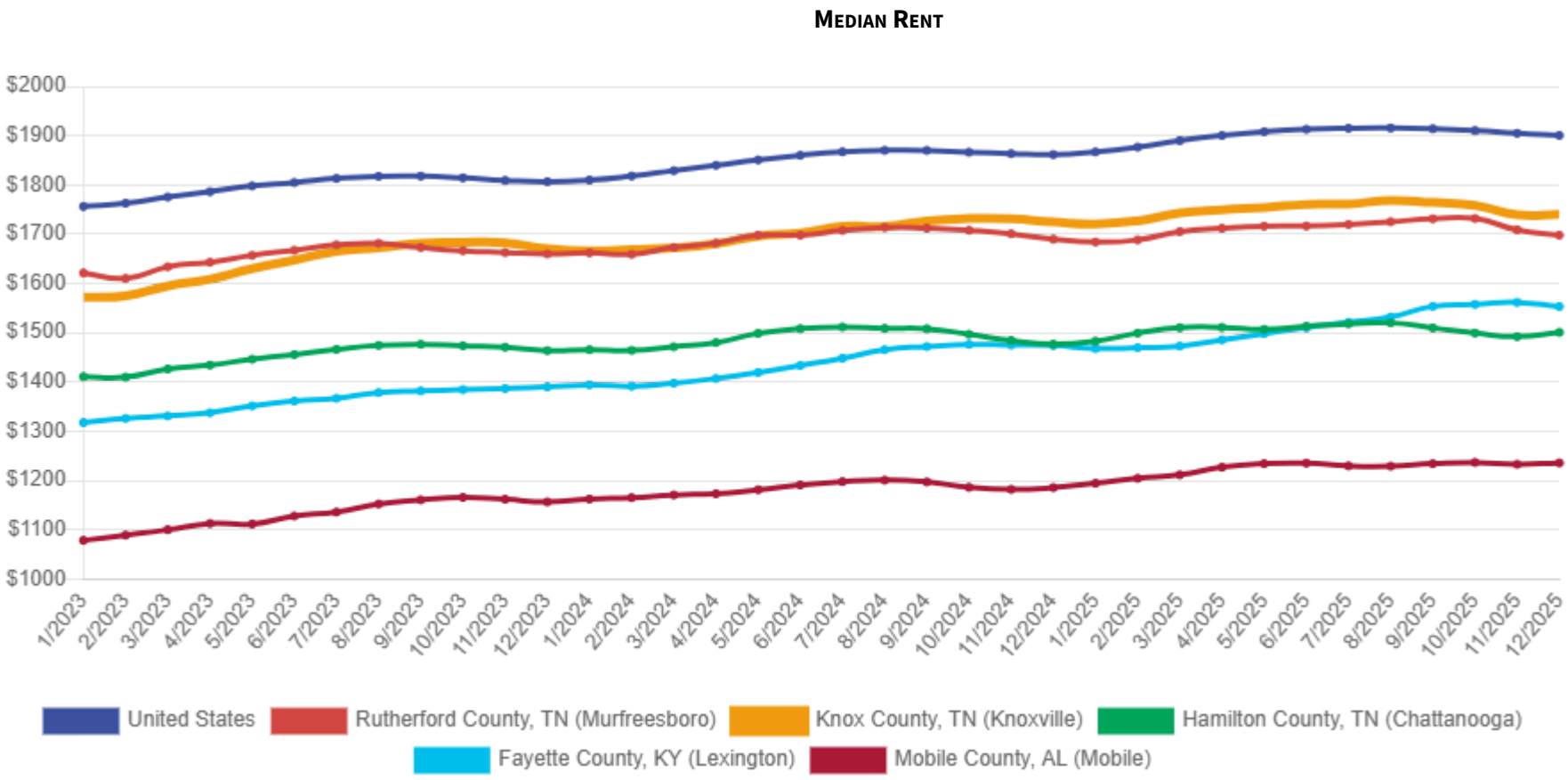
According to Homelessness is a Housing Problem (https://homelessnesshousingproblem.com/), which we can't recommend highly enough, the reason some cities have more homelessness than others **isn't about individual vulnerabilities**. Cities with higher levels of homelessness don't generally have higher rates of drug use or mental illness, and most communities with higher poverty rates actually have lower levels of homelessness. Instead, when comparing one city to another, **the root causes of homelessness almost always come down to housing**. In particular, as a rule, U.S. cities are more likely to have high rates of homelessness when their inhabitants face two things: **higher rent and fewer available rentals**.

We look at those factors here. **Median rent** compares monthly rental costs between Knoxville, Tennessee, and the United States. Likewise, occupancy rates highlight how “tight” the Knoxville market is compared with state and national trends: the higher the rate, the fewer rental units are available to those in search of housing. It's a salient fact: Knoxville saw the greatest rent growth in the country in 2022 (https://www.nar.realtor/blogs/economists-outlook/2022-commercial-real-estate-top-performers-and-2023-outlook).

As we speak, the City of Knoxville and Knox County, along with local nonprofits and private developers, are actively working to **increase housing stock** in our community. In our view, such developments can't come soon enough. We at KnoxHMIS humbly ask all Knox readers to remember this urgent need for affordable housing – and for all types of housing – when new development is considered in your own neighborhoods. We'll vow to do the same.

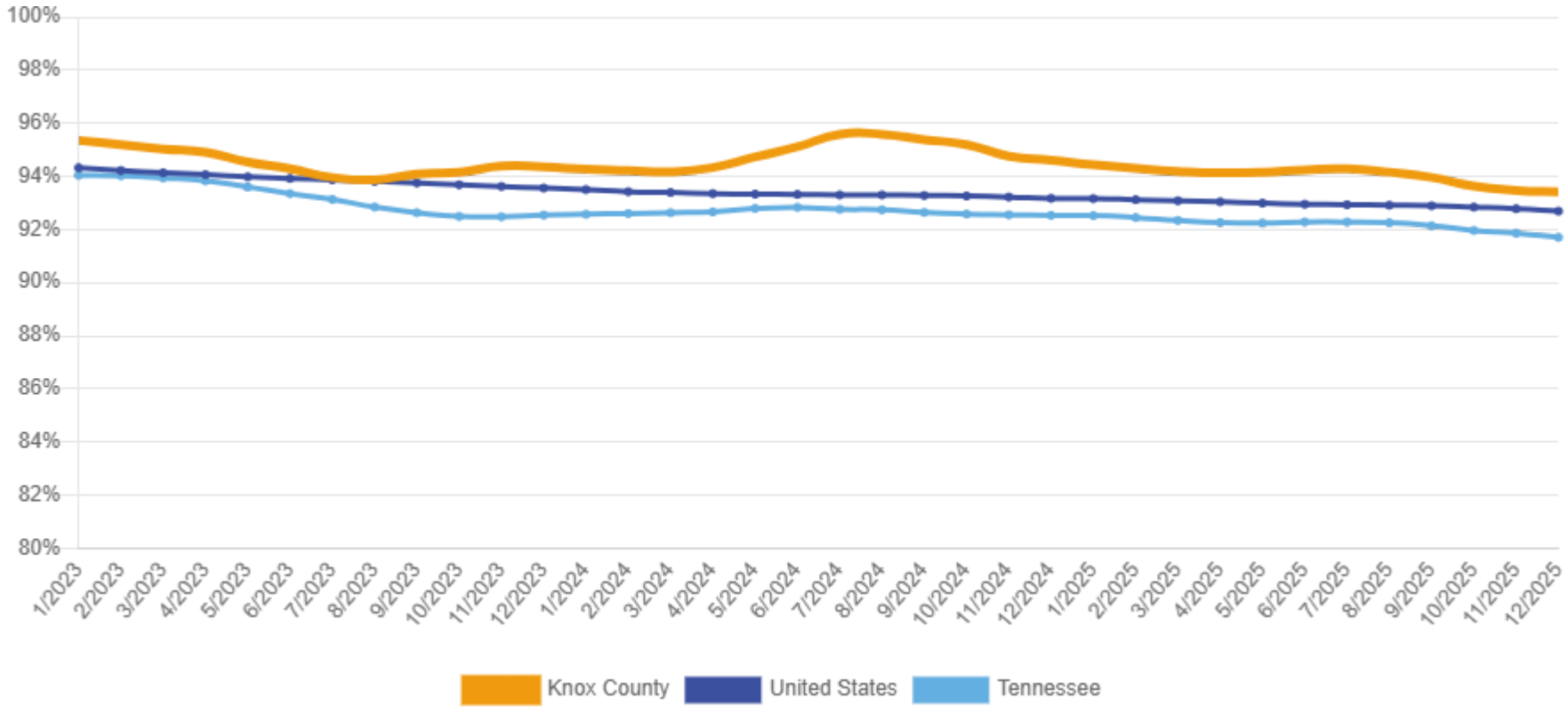
NOTE: If you're pressed for time, this 15-minute talk (https://www.youtube.com/watch?v=el_v-o--6G8&ab_channel=NLIHCOrganization&t=6m49s) offers a good summary of the themes in the book mentioned above. Many thanks to East Tennessee Realtors for their insights on housing data. (https://www.etnrealtors.com/)

Median Knox County rent has risen faster than comparable cities since 2020



The occupancy rate for Knox County housing has dropped since its peak in 2021, but remains above the national median.

Occupancy Rate



Source: https://www.zillow.com/research/data/ (https://www.zillow.com/research/data/)

Selected city-counties are comparable to Knoxville/Knox County based on region, demographics, average income, and size.

System Performance Measures (Q4 2025)

Key Performance Indicators

Each year, communities across the country use HMIS data to assess the status of homelessness and homeless services through a set of key measures known as System Performance Measures. Here we track six. **Click any measure below** to see trends over time.

Median Time Homeless

262 Days

Median Shelter Stay (ES/TH)

50 Days

First Time Homeless

510 New

Returns to Homelessness

12% Returned

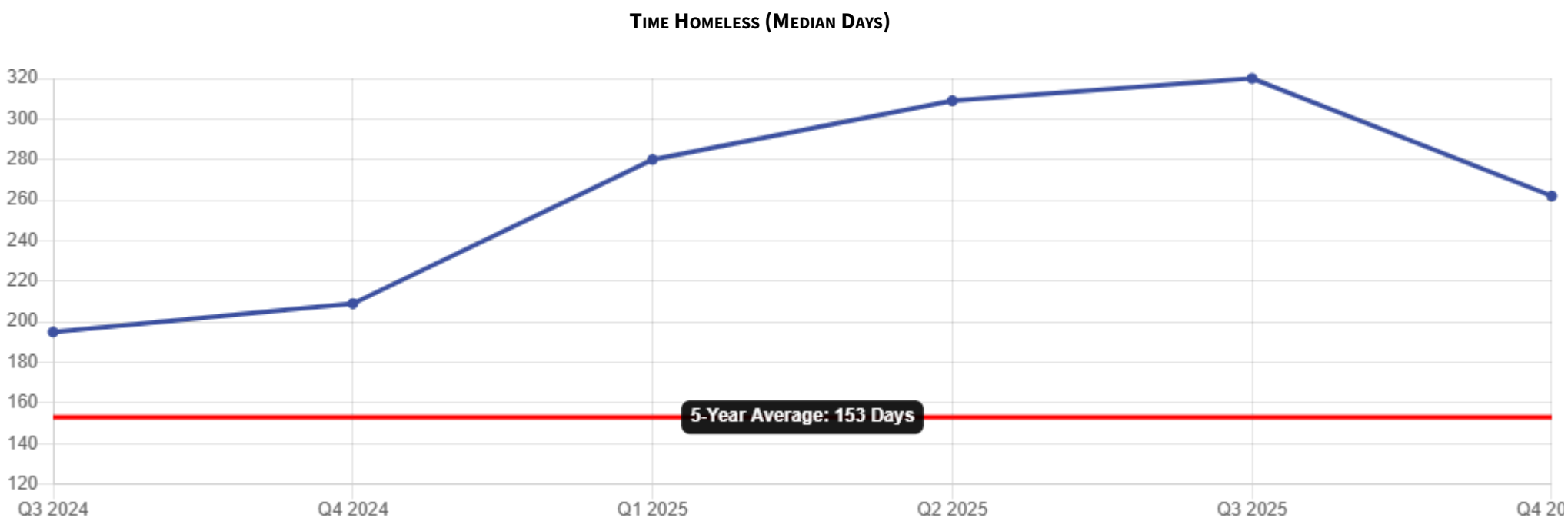
Successful Exits

24% Housed

Permanent Housing Retention

99% Stayed Housed

The median duration of homelessness has changed by 34% since Q3 2024



Time Homeless reflects the median duration of homelessness in days for individuals in Emergency Shelter, Transitional Housing, or Rapid Rehousing, by adding time spent in these programs with self-reported time spent homeless before that (e.g., in other shelters, in cars, on the street). In keeping with HUD measures, this count **excludes most Street Outreach**

clients, a group which typically has a much longer average times homeless.

Precipitating Events: What Led to Your Homelessness (Q4 2025)

Filter by Subpopulation ↓

Filter by Subpopulation

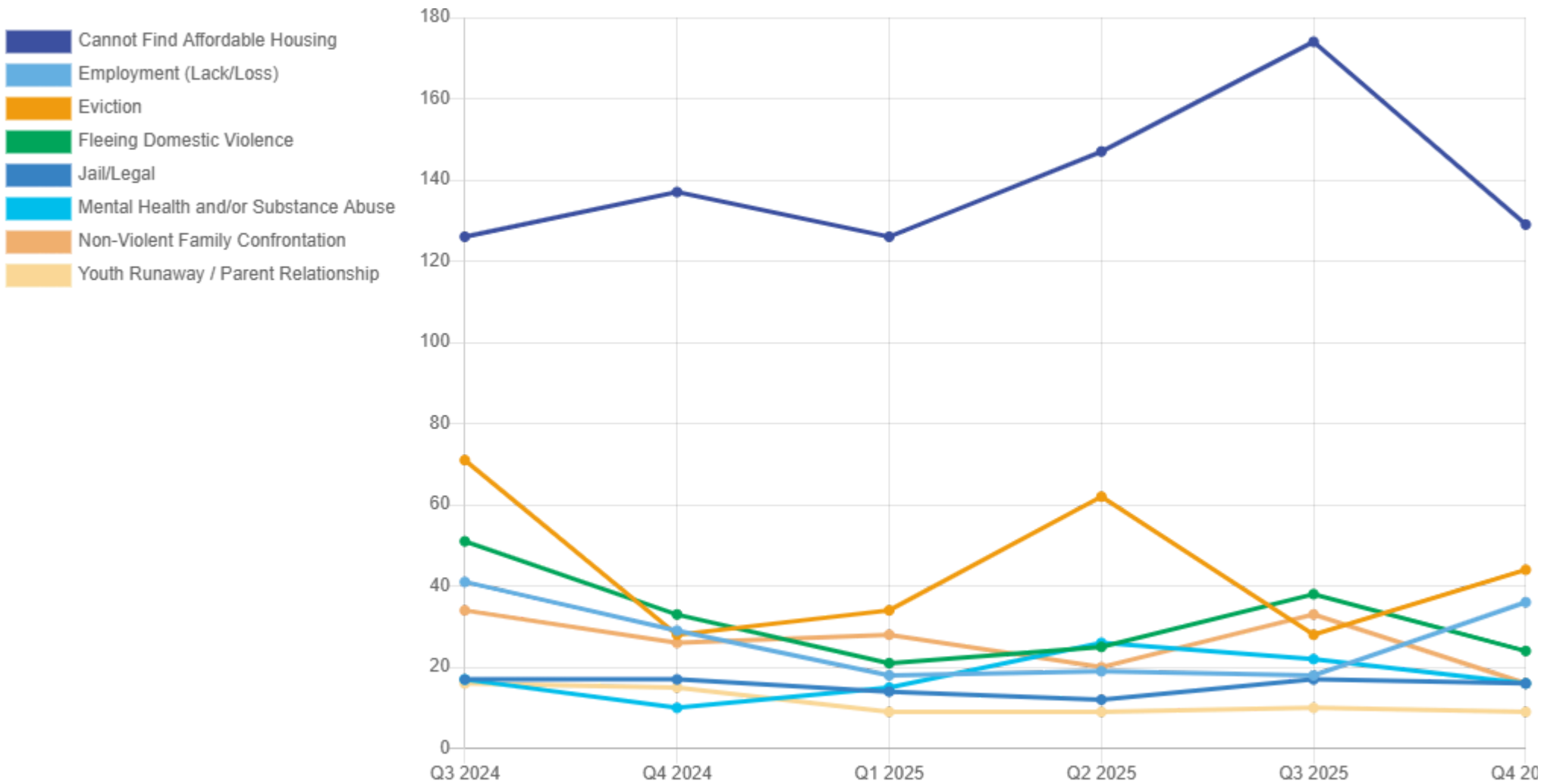
Annual Counts (All)

↓ **HOVER** over donut chart to see how often each cause is reported.



Quarterly Counts (All)

Click causes to select/deselect



Client Demographics & Service Trends (Q4 2025)

Filter by Subpopulation ↓

Filter by Subpopulation

Average Count (All)

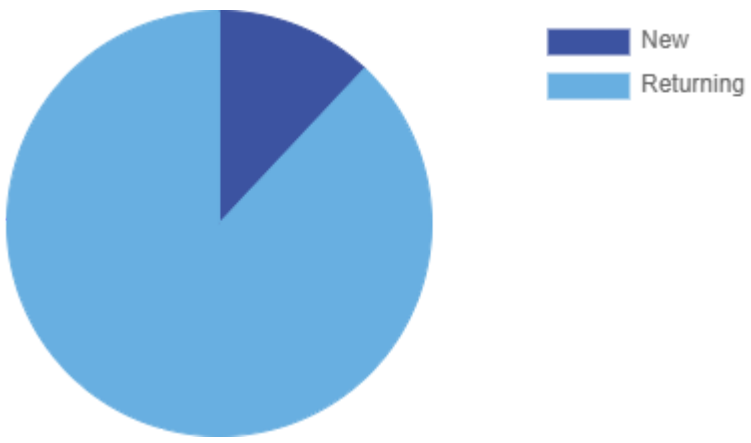
Each day on average,

2881 Clients*

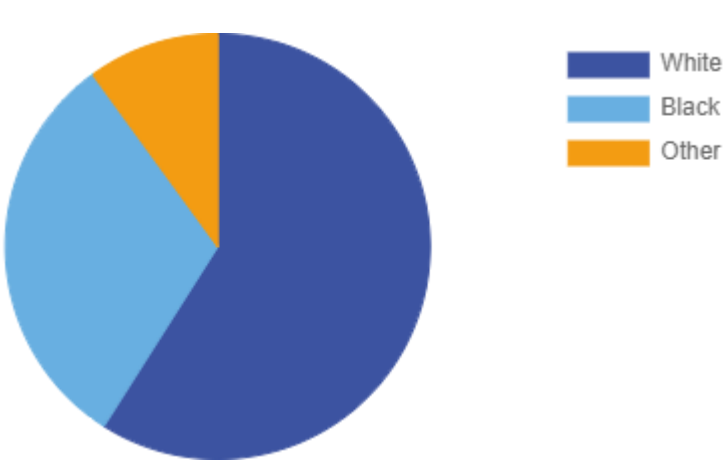
were being served during the quarter.

***Includes housed, at risk, and homeless**

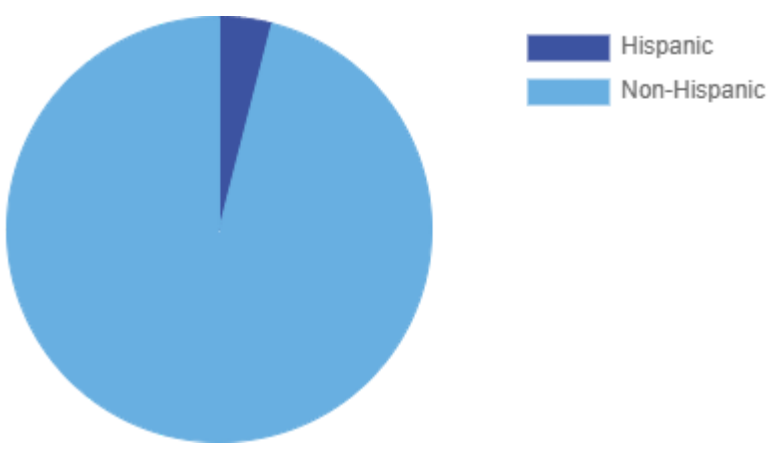
New/Returning (All)



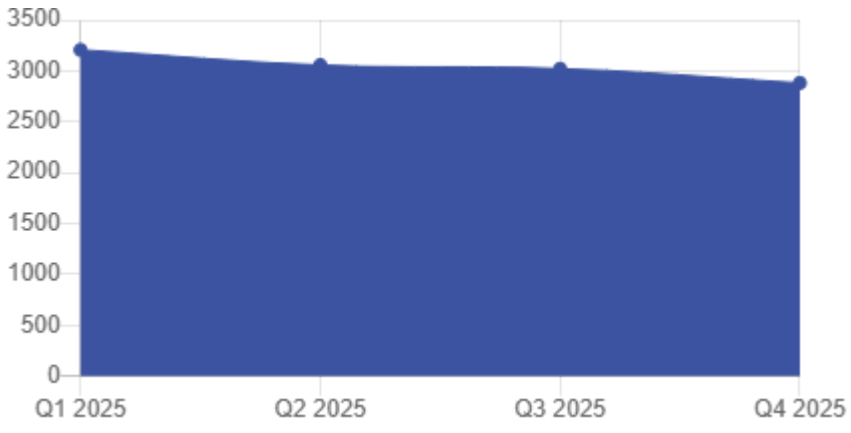
Race (All)



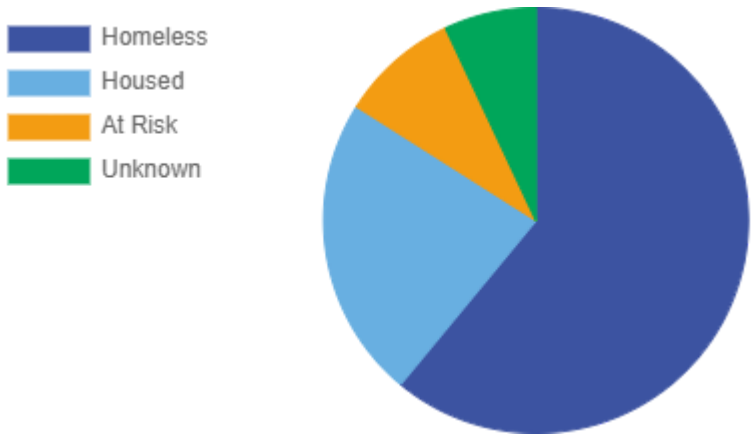
Ethnicity (All)



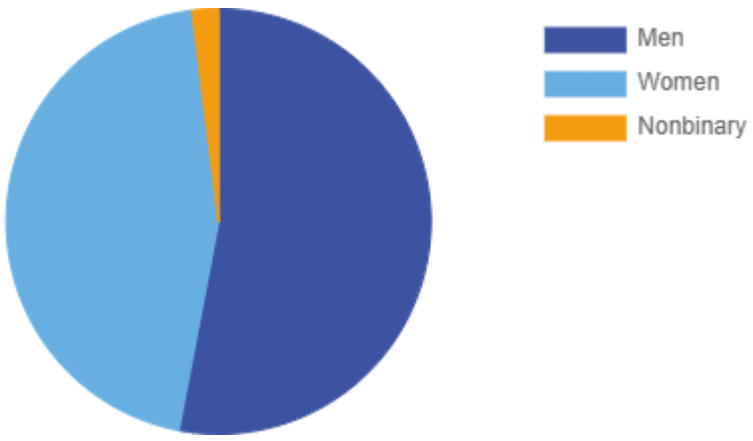
Averages Trends (All)



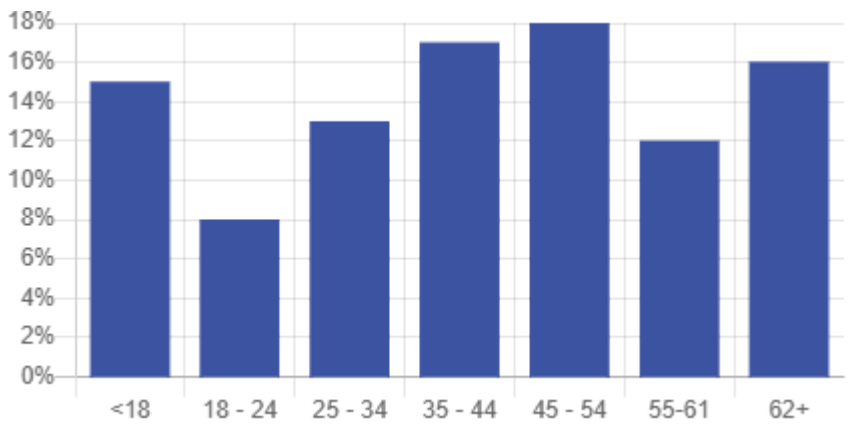
Housing Status (All)



Gender (All)



Age (All)

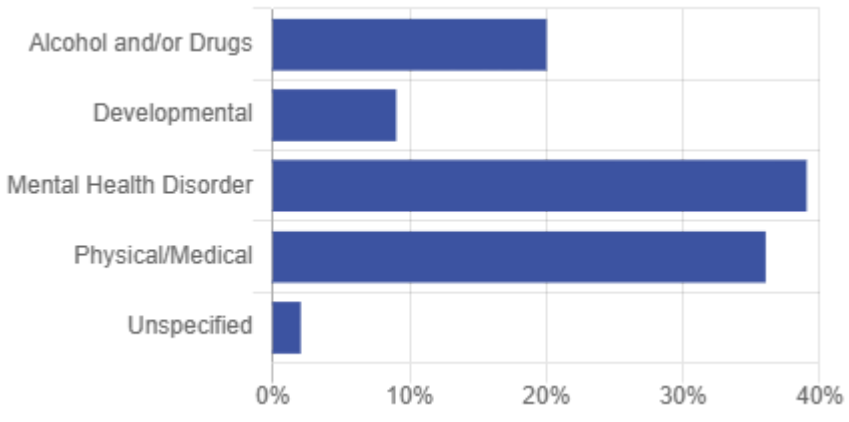


DV (All)

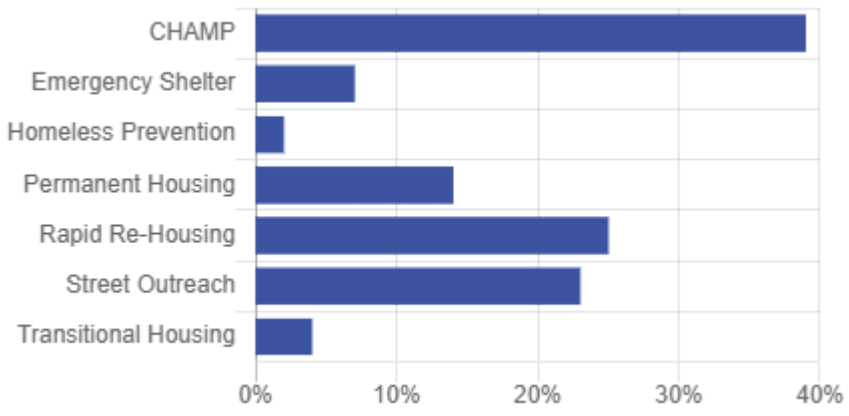


***Count of gender nonbinary individuals too small for analysis**

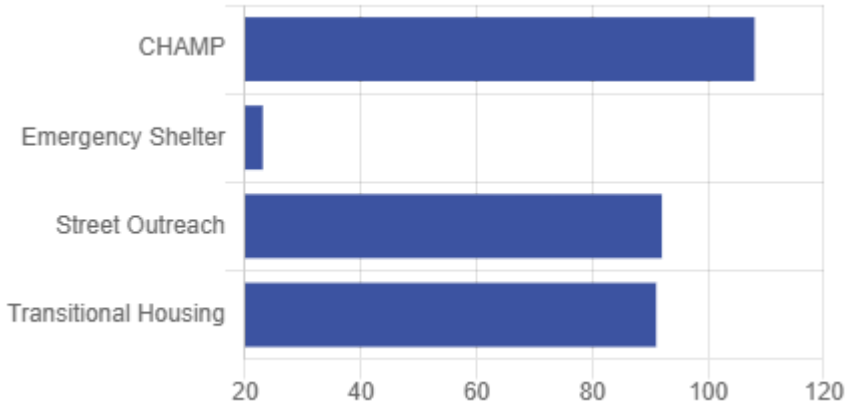
Disability (All)



% Clients Enrolled (All)

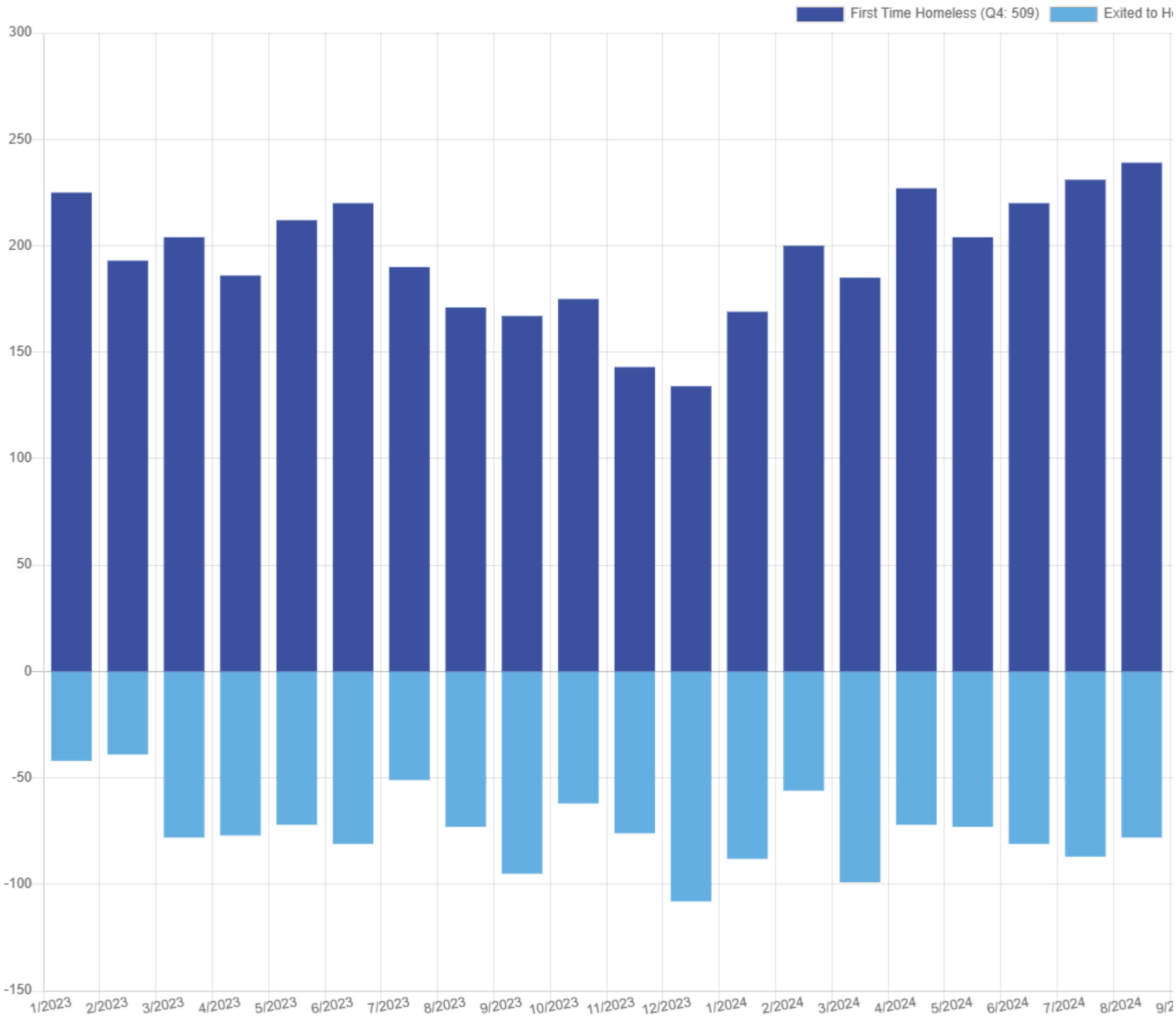


Days Enrolled (All)



System Inflow/Outflow(Q4 2025)

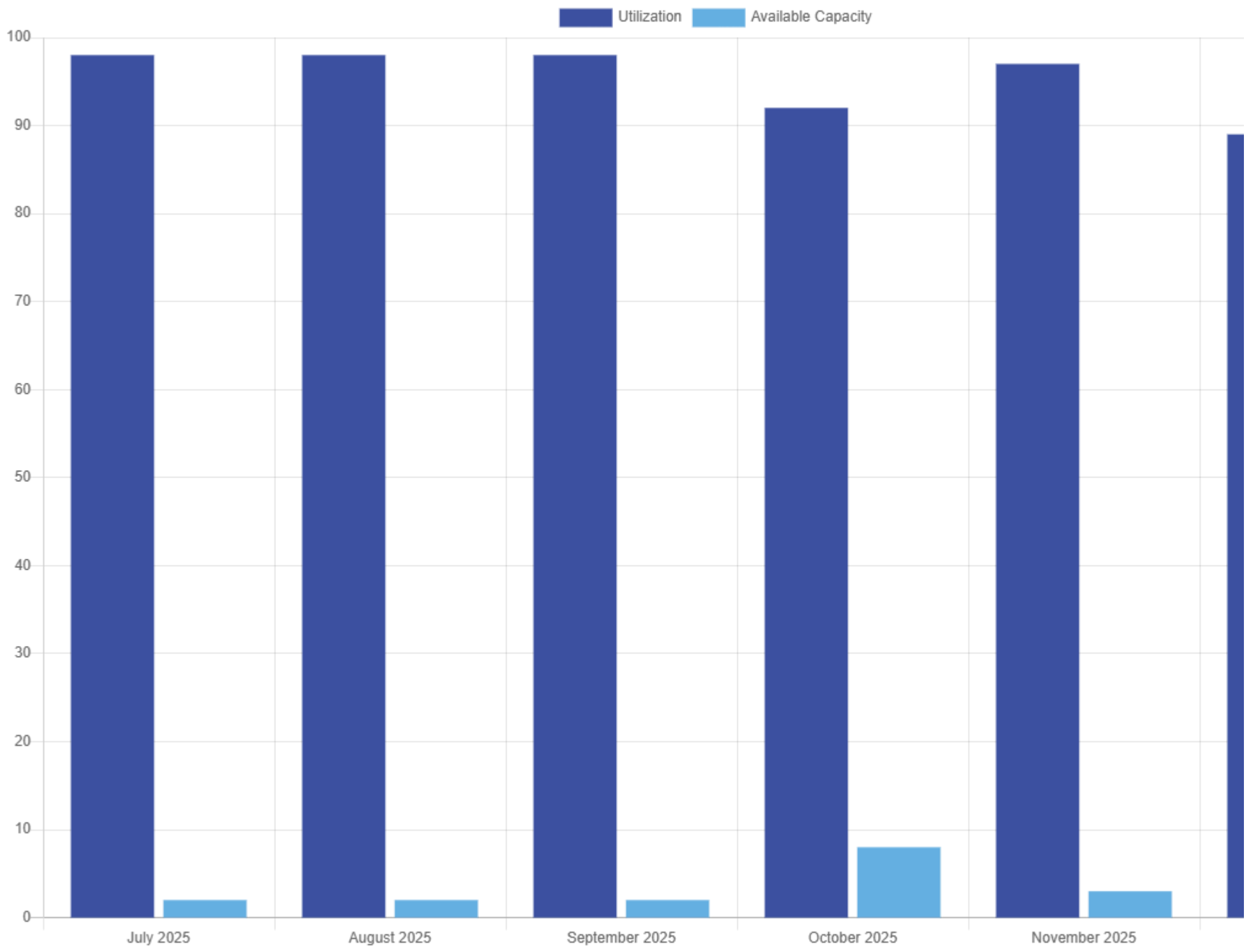
For every 5 people who became homeless, 2 exited the system housed.



Bed Utilization by Program Type (Q4 2025)

SELECT PROGRAM TYPE

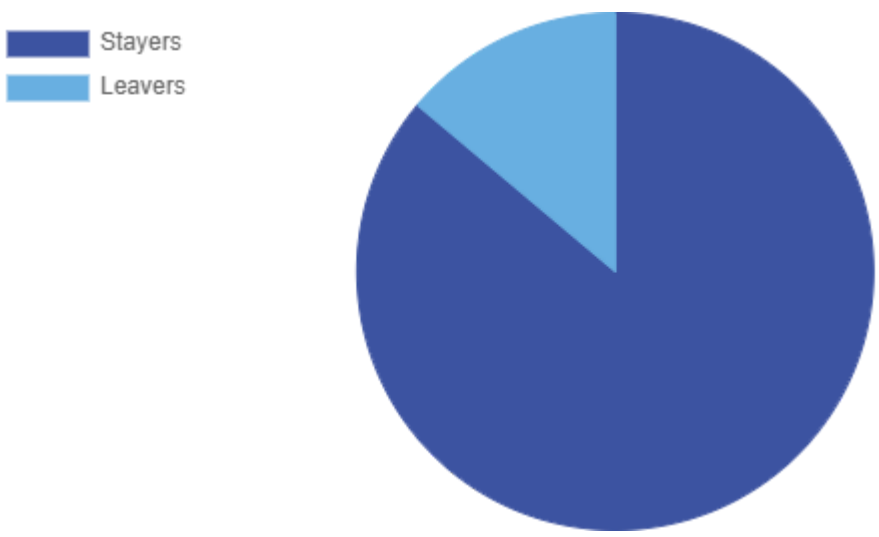
Emergency Shelter (Total Bed Capacity: 506)



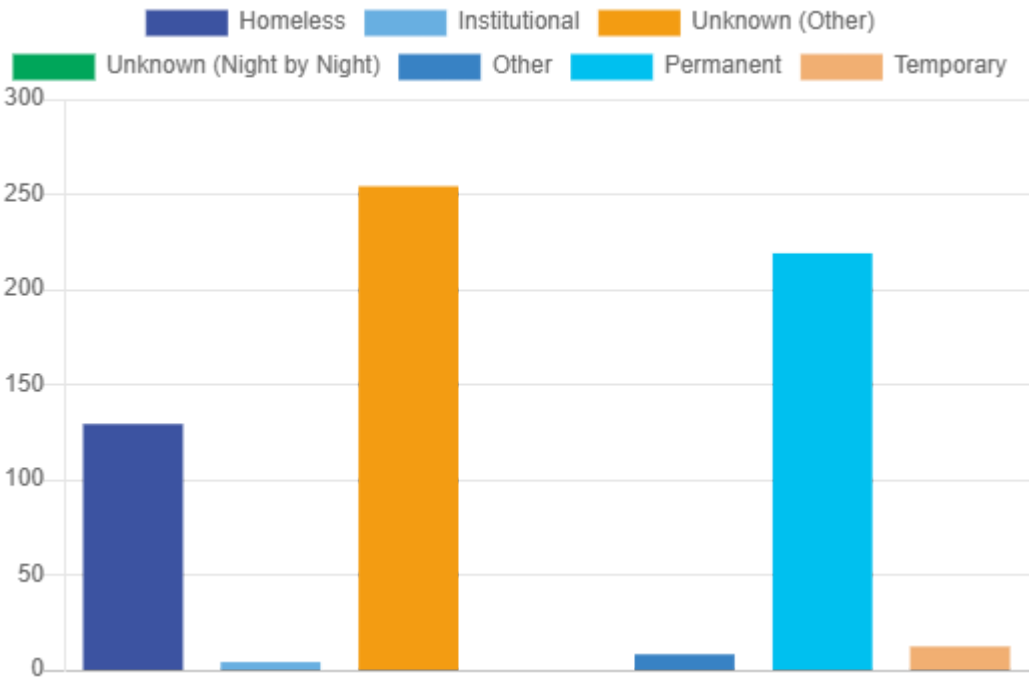
Stayers/Leavers (Q4 2025)

For every 2 people leaving the system in Q4, roughly 12 remained.

Population



Housing Status at System Exit



Annual Report

KnoxHMIS provides an annual report detailing the state of homelessness in the community. Reports are available to download by following the link below.

More info (https://knoxhmis.sworpswebapp.sworps.utk.edu/resources/)

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One of the easiest ways to find out more about services for someone experiencing homelessness is by dialing 211, Tennessee's community services help line.

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Contact Us

If you have questions or comments concerning this dashboard or homelessness in Knoxville, please contact Mike Dunthorn: mdunthorn@knoxvilletn.gov (mailto:mdunthorn@knoxvilletn.gov)

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July 11, 2026

Knox Street Medicine Outreach

Danielle Darter MD

812 Montacres Lane

Knoxville, TN 37919

Subject: Letter of Commitment for Knox County SAMHSA STREETS Grant Application

On behalf of Knox Street Medicine Outreach, I affirm our commitment to actively participate in and support the objectives of Knox County's application to the STREETS grant program. We pledge to adhere to all program requirements, including compliance with federal guidelines, reporting standards, and collaborative practices, recognizing the importance of this partnership in achieving shared goals.

Our organization is dedicated to contributing to the success of this initiative by identifying patients that may be appropriate for this program and providing medical evaluation and treatment during our routine street rounds while continuing to collaborate with other organizations in our community serving our neighbors living without shelter.

In addition to providing referrals, medical evaluation and treatment, we agree to:

- Participate in regular partner meetings.
- Share relevant data and outcomes for evaluation purposes.
- Coordinate with other partners to ensure integrated service delivery

Our commitment is completely contingent upon adequate allocation of funding to Knox Street Medicine Outreach from the SAMHSA STREET Grant.

Sincerely,

Danielle Darter MD

KSMO Founder and President

danielle.darter@knoxstreetmedicineoutreach.org

Encounter Report 2024

Knox Street Medicine Outreach
KSMO
Bringing care to people where they are

812 MONTACRES LANE,
KNOXVILLE, TN 37919
FEDERAL ID # 33 - 3635777

BUILDING A STRONG FOUNDATION

This year we expanded our outreach through the implementation of our Electronic Medical Record (EMR). This system allowed us to provide high quality care to our patients while remaining organized. We were also able to improve inventory tracking and medication management. We continued our street rounds while also treating patients at several stationary clinics including warming centers and collaborative organizations.

CONTINUED COLLABORATION

KSMO worked with many organizations this year to spread awareness and education about the unique challenges those living without shelter experience. Our partnerships allowed us to reach more patients than ever!

IMPACT SNAPSHOT

338

Unique Visits

50

Street Medicine and Clinic Days



Encounter Report 2025

Knox Street Medicine Outreach
KSMO
Bringing care to people where they are

812 MONTACRES LANE,
KNOXVILLE, TN 37919
FEDERAL ID # 33 - 3635777

GROWTH AND THANKS

This year we continued to grow and provide high quality care to the unhoused in Knoxville! Through generous donations and the hard work of our volunteers, we were able to continue providing care through street rounds and stationary clinics. Toward the end of the year we invited two new volunteer providers into our organization. Their presence allowed us to expand the frequency and reliability of our services!

DR. DARTER'S DETERMINATION RECOGNIZED

Our beloved Dr. Darter was honored with the Metro Drug Coalition Community Champion Award for Outstanding Healthcare Provider! This award represents the dedication she has shown towards the health of the unhoused.

IMPACT SNAPSHOT

542

Unique Visits

52

Street Medicine and Clinic Days



STATE OF TENNESSEE

DEPARTMENT OF HEALTH
DIVISION OF HEALTH LICENSURE AND REGULATION
DIVISION OF HEALTH RELATED BOARDS

665 Mainstream Dr.
Nashville, TN 37243

tn.gov/health

TENNESSEE BOARD OF MEDICAL EXAMINERS
1-800-778-4123 or (615) 532-4384

July 12, 2026

TO WHOM IT MAY CONCERN:

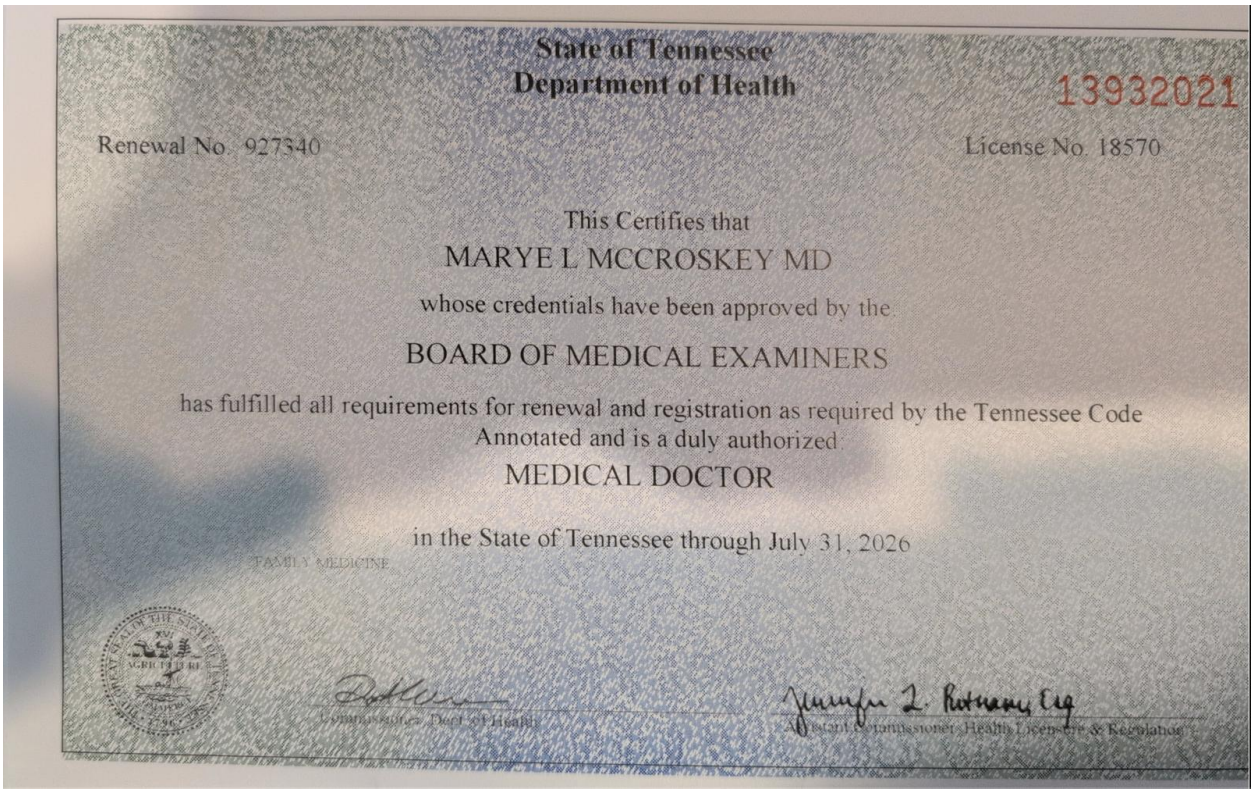
This letter serves as primary source verification of licensure in the State of Tennessee. To expedite the verification process, this is the standard format used by the Board of Medical Examiners. The Board of Medical Examiners is pleased to furnish the following information from our files:

PROFESSION :	Medical Doctor
RANK :	Medical Doctor
NAME :	DARTER, DANIELLE JUDITH
LICENSE NUMBER:	37687
ISSUE DATE :	05/28/2003
EXPIRATION DATE :	02/29/2028
CURRENT STATUS :	Licensed
STATUS DATE :	07/25/2017
SPECIAL ENDORSEMENTS :	

COMMENTS : There is no history of disciplinary action on this license. The State of Tennessee only provides the above information. Any other information needed must be obtained from the licensee.

Sincerely,

Tennessee Board of Medical Examiners



State of Tennessee
Department of Health

13932021

Renewal No. 927340

License No. 18570

This Certifies that

MARYE L MCCROSKEY MD

whose credentials have been approved by the

BOARD OF MEDICAL EXAMINERS

has fulfilled all requirements for renewal and registration as required by the Tennessee Code Annotated and is a duly authorized

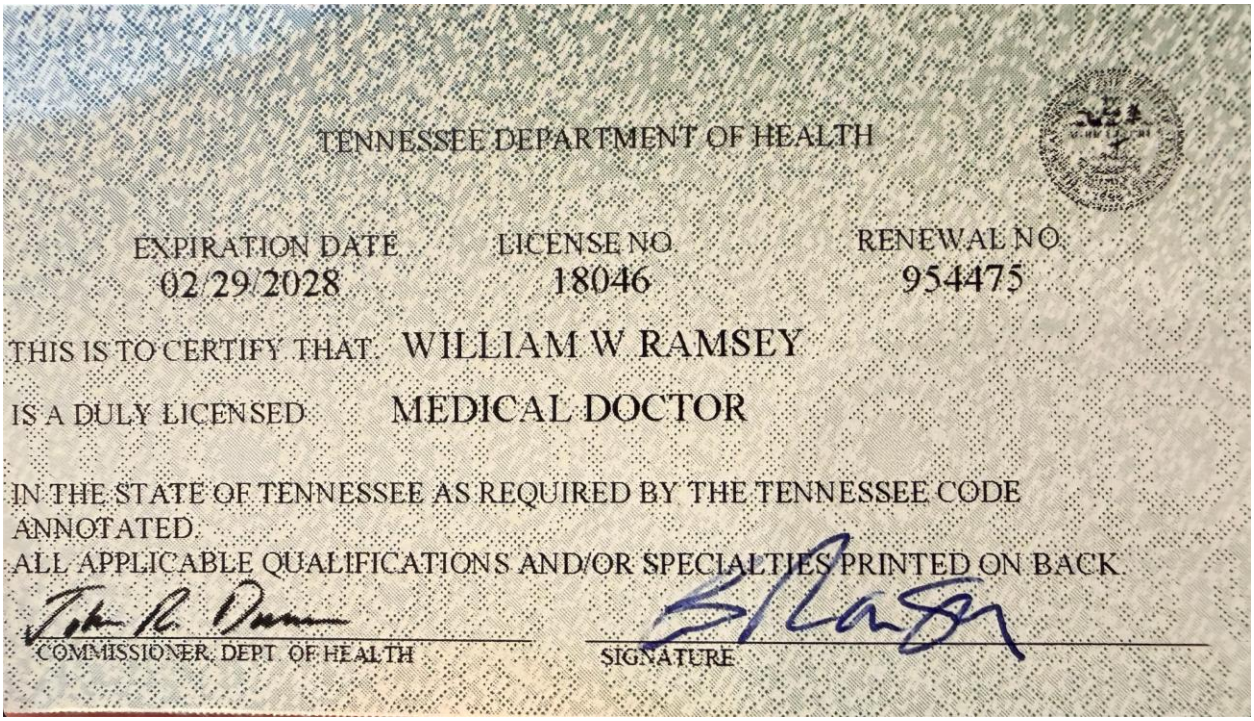
MEDICAL DOCTOR

in the State of Tennessee through July 31, 2026

FAMILY MEDICINE

Commissioner, Dept. of Health

Jennifer L. Rothaar, Esq
Assistant Commissioner, Health Licensure & Regulation



TENNESSEE DEPARTMENT OF HEALTH

EXPIRATION DATE	LICENSE NO	RENEWAL NO
02/29/2028	18046	954475

THIS IS TO CERTIFY THAT WILLIAM W RAMSEY

IS A DULY LICENSED MEDICAL DOCTOR

IN THE STATE OF TENNESSEE AS REQUIRED BY THE TENNESSEE CODE ANNOTATED.
ALL APPLICABLE QUALIFICATIONS AND/OR SPECIALTIES PRINTED ON BACK.

COMMISSIONER, DEPT OF HEALTH

SIGNATURE

STATE OF TENNESSEE

DEPARTMENT OF HEALTH
DIVISION OF HEALTH LICENSURE AND REGULATION
DIVISION OF HEALTH RELATED BOARDS

665 Mainstream Dr.
Nashville, TN 37243

tn.gov/health

TENNESSEE BOARD OF PHYSICIAN ASSISTANTS
1-800-778-4123 or (615) 532-4384

January 14, 2026

TO WHOM IT MAY CONCERN:

This letter serves as primary source verification of licensure in the State of Tennessee. To expedite the verification process, this is the standard format used by the Board of Physician Assistants. The Board of Physician Assistants is pleased to furnish the following information from our files:

PROFESSION :	Physician Assistant
RANK :	Physician Assistant
NAME :	Harris, Aaron
LICENSE NUMBER:	2984
ISSUE DATE :	03/28/2016
EXPIRATION DATE :	12/31/2027
CURRENT STATUS :	Licensed
STATUS DATE :	03/28/2016
SPECIAL ENDORSEMENTS :	

COMMENTS : There is no history of disciplinary action on this license. The State of Tennessee only provides the above information. Any other information needed must be obtained from the licensee.

Sincerely,

Tennessee Board of Physician Assistants

ANCC
AMERICAN NURSES CREDENTIALING CENTER
CERTIFICATION

The Commission on Board Certification grants

Amy W Tourville

the credential of

FAMILY NURSE PRACTITIONER
FNP-BC

valid from October 26, 2021 to October 25, 2026

Certification Number: 2006004870

COMMISSION ON CERTIFICATION
BOARD CERTIFIED
AMERICAN NURSES CREDENTIALING CENTER
ANCC

DeeAnn Davidson-Corbett, MSN, RN, AGACNP-BC
Chair, Commission on Board Certification

Rhonda Anderson, DNSC(h), MPA, RN, FAAN
President, American Nurses Credentialing Center

ACCREDITED
NCCA BY ICE

ABSNC Accreditation Board for Specialty Nursing Certification
Formerly the ABNS Accreditation Council

This ANCC certification is accredited by the National Commission for Certifying Agencies and the Accreditation Board for Specialty Nursing Certification.

CAC Knoxville—Knox County
Community Action Committee

Helping People. Changing Lives.

Community Action
Central Office

July 8, 2026

Knox County Grants and Community Development Department
405 Dante Road
Knoxville, TN 37918

Subject: Letter of Commitment for Knox County SAMHSA STREETS Grant Application

On behalf of the Knoxville-Knox County Community Action Committee, I affirm our commitment to actively participate in and support the objectives of Knox County's application to the STREETS grant program. We pledge to adhere to all program requirements, including compliance with federal guidelines, reporting standards, and collaborative practices, recognizing the importance of this partnership in achieving shared goals.

Our organization is dedicated to contributing to the success of this initiative by providing outreach services to literally homeless individuals, linkage to available community resources, and re-housing assistance. Our Homeward Bound Programs provide housing assistance to over 300 households every year. We have been conducting street outreach and housing assistance since 1996 and look forward to collaborating with you on this project.

We agree to:

- Participate in regular partner meetings.
- Share relevant data and outcomes for evaluation purposes.
- Coordinate with other partners to ensure integrated service delivery.

Sincerely,

Misty H. Goodwin
Chief Executive Officer
misty.goodwin@knoxcac.org

Knoxville-Knox County CAC
Community Action Committee

Helping People. Changing Lives.

CAC embodies our nation's spirit of hope, changes people's lives, and improves communities. We promote solutions that connect families and individuals to opportunity – and make America a better place to live for everyone. Here is the impact for FY24.



Knoxville-Knox County residents served

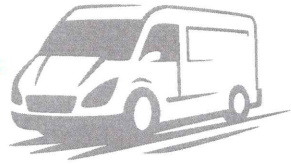
3,651,642
returned to the local economy through efforts of Volunteer Income Tax Assistance

403
people **obtained jobs** with assistance from Workforce Development and Senior Employment Services



1,987 homebound seniors received over 300,000 **hot meals** from the Mobile Meals Kitchen

4,227 passengers utilized **CAC Transit**
--with 49% of trips to **medical appointments** and 40% of trips to employment





647
children ages 0 to 5 **improved literacy and school-readiness** through Head Start

8,294



households maintained **safe housing** through our LIHEAP, LIHWAP, and Project HELP utility assistance programs



340
households received **home repairs** and efficiency improvements



3,070
households maintained housing through our **Eviction Prevention** program

Executive Director: Barbara.Kelly@knoxcac.org
Physical Address: 2247 Western Avenue, Knoxville, TN 37921
Mailing Address: P.O. Box 51650, Knoxville, TN 37950-1650
Phone: (865) 546-3500 Website: www.knoxcac.org



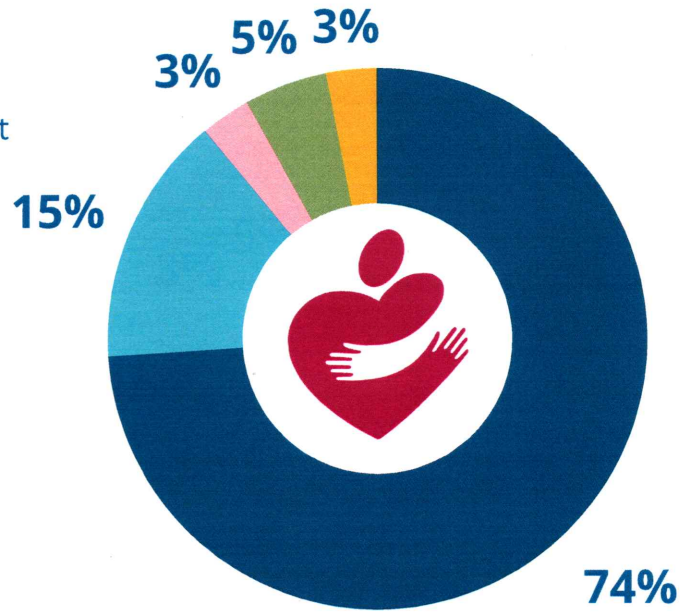






The Knoxville-Knox County Community Action Committee (CAC) is locally run and receives a range of public and private resources to support the services we offer:

- Federal
- Private
- State
- County
- City



CAC provides almost **60 programs** for all ages **focused on reducing poverty and increasing economic mobility**. We assist our community with services that address:

- Early Education and Cognitive Development
- Transportation
- Employment and Workforce Training
- Second Chance Re-entry Support
- Income and Asset Building
- Home Repair
- Lead Abatement
- Septic and Water Savings
- Eviction Prevention and Utility Assistance
- Housing Case Management
- Neighborhood Social Service Centers
- Afterschool and Summer Camp Meals
- Mobile Meals for Homebound Seniors
- O'Connor Senior Center Wellness Activities
- Digital Literacy for Seniors
- Senior Care Referrals
- Elder Abuse Prevention and Intervention
- Affordable Medicine Options for Seniors
- Senior Volunteer Opportunities
- Volunteer Income Tax Assistance
- Urban Farming, Community Gardens, Plant Distribution, and School Gardens
- National Community Service to Benefit Knoxville Partner Organizations







60 Community Action 60 Years

www.knoxcac.org

Knoxville-Knox County

CAC

Community Action Committee

Helping People. Changing Lives.

CAC embodies our nation's spirit of hope, changes people's lives, and improves communities. We promote solutions that connect families and individuals to opportunity – and make America a better place to live for everyone. Here is the impact for FY25.

57k
Community Members Served

29.5k
Families Served

4,545,779
was returned to the **local economy** through **CAC Volunteer Income Tax Assistance**

7,451
families maintained **housing** with help from **CAC LIHEAP & Project HELP** utility assistance programs

3,400
passengers rode **CAC Transit:**
49% for **medical/essential**
40% for **employment**



3,181
volunteers donated 79,379 community service hours through **CAC Advisory Boards, Mobile Meals, & AmeriCorps** programs

1,979
homebound seniors received 303,817 **hot meals** from **CAC's Mobile Meals Kitchen**

535
households with **816 individuals** participating in **CAC's Social Services** case management programs secured **safe, affordable housing**

586
children ages 0 to 5 improved **literacy & school-readiness** in **CAC Head Start & Early Head Start**

475
AmeriCorps Seniors members aged 55+ **volunteered** 109,891 hours of **community service**

287 people obtained **jobs** with assistance from **CAC's Workforce Development & Senior Employment Services**

199 households received **home repairs & energy efficiency improvements** through **CAC Housing & Energy** programs

Chief Executive Officer: **Misty.Goodwin@knoxcac.org**
Physical Address: 2247 Western Avenue, Knoxville, TN 37921
Mailing Address: P.O. Box 51650, Knoxville, TN 37950-1650
Phone: (865) 546-3500 Website: **www.knoxcac.org**

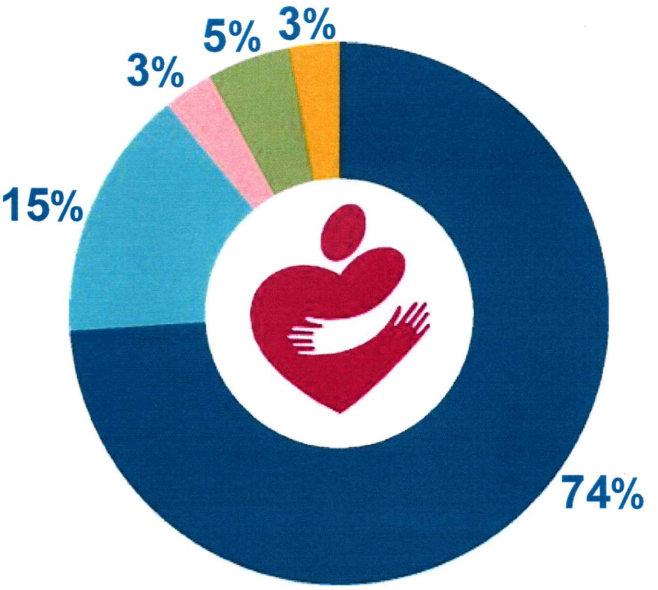






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- Digital Literacy for Seniors
- Senior Care Referrals
- Elder Abuse Prevention and Intervention
- Affordable Medicine Options for Seniors
- Senior Volunteer Opportunities
- Urban Farming, Community Gardens, Plant Distribution, and School Gardens
- National Community Service to Benefit Knoxville Partner Organizations





Community Action 60 Years

www.knoxcac.org

McNabb Center
200 Tech Center Drive • Knoxville, TN 37912 • (865)637-9711 • (800)255-9711 • mcnabbcenter.org

July 8, 2026

Jody Van Horn
Knox County Grants & Community Development Department
405 Dante Road
Knoxville, TN 37918

Subject: Letter of Commitment for Knox County SAMHSA STREETS Grant Application

Dear Jody Van Horn,

The purpose of this letter is to support Knox County's application to the STREETS grant program through SAMHSA. As a major service provider to individuals experiencing homelessness and to people experiencing mental health symptoms and/or those who are in need of substance use treatment, the McNabb Center recognizes the importance of this partnership in achieving shared goals.

The McNabb Center provides the following services through a variety of programming that will accept referrals from individuals encounters through the STREETS outreach efforts:

- Assistance with coordinating outpatient mental health services, including community-based treatment options where clinically appropriate.
- Assistance with coordinating treatment for substance use and co-occurring disorders.
- Coordinating referrals for services as the need is identified.
- Participating in community partner meetings
- Coordinating with community partners to ensure integrated service delivery.

We appreciate the effort you and your staff are making to apply for the STREETS grant program for the community. We believe that these efforts will have a significant impact on the people we have partnered to serve.

Sincerely,

Mona Blanton-Kitts
President/CEO
McNabb Center

McNabb Center

WELL MIND, WELL BEING

ANNUAL SERVICES REPORT | 2023-2024

GAIL AND CARL VAN HOOZIER

Laughter. Kindness. Community.



Photo by Charles Brooks

Gail Van Hoozier looks across the small table and smiles at Carl Van Hoozier, her husband of 34 years. "I'm a better person because of him," she says. Carl quickly waves off the compliment and begins praising her numerous charitable endeavors. Gail actively supports many organizations in the community serving as the Co-President of The Guild of the Knoxville Museum of Art, on the board for Special Growers in Maryville, an active committee chair at Cokesbury United Methodist church and on the Dean's Board of Advisors for the College of Education, Health and Human Services at the University of Tennessee.

Carl Van Hoozier is one of the longest standing Helen Ross McNabb Foundation Board and McNabb Center Board members. On the Helen Ross McNabb Foundation Board in particular, Carl served six consecutive years, then one as chair and one as immediate past chair. He was instrumental in growing the Russell Biven Clayfest tournament which in its history has raised over $2 million for the McNabb Center.

"When Carl decides to join a board, he gives 100 percent," said Gail. "He does his research and really works hard for the organizations." Because of Carl's active approach to service, he's a familiar face at Foundation and Center events—attending board meetings and ribbons cuttings, volunteering at Clayfest and even grilling hot dogs at the annual Bob Kesling and Bert Bertelkamp Golf Tournament snack shack.

In addition to the McNabb Center, Carl has been involved with the Volunteer Ministry Center, JDRF, Boy Scouts, Ijams Nature Center, Maryville Kiwanis, Blount County Chamber of Commerce and Blount County Education Foundation.

The Van Hooziers work together on projects for Special Growers, an organization that provides work opportunities for children and adults with special needs. The greenhouses used by Special Growers are located on land donated by Vulcan Materials where Carl worked for more than 35 years.

"Vulcan was very supportive of employees working with organizations in the community and allowing time for us to attend meetings and contribute," said Carl.

Carl began his career at Vulcan Materials Company mowing yards as a teenager. After working through college at Vulcan and then graduating from the University of Tennessee with a Bachelor of Business Administration degree, Carl continued working in the Knoxville division office of Vulcan as the quality control coordinator. He held several positions in Knoxville, Kingsport, Chattanooga and Nashville including District Sales Manager, Ready Mix Plant Manager, Nashville Operations Manager and Regional Sales Manager. He retired in 2020 as Manager of Process Improvement, Manager of Community Relations and Government Affairs. It was during this time that Carl joined the Helen Ross McNabb Foundation board which helped initiate 17 years of philanthropic support for the McNabb Center from Vulcan Materials.

While working at Vulcan and volunteering in the community, Carl remained an active parent to their two daughters, Kendall and Erin, and a devoted husband to Gail throughout her 30+ year career in retail business development. Her work with Sanrio Hello Kitty and Saban Brands Power Rangers took her across the country frequently, leaving Carl to manage their household. Gail teased, "One time I was leaving for a few days, and I spent a long time prepping and freezing meals for Carl and our girls, and you know what he fed them while I was gone? SPAM!" In response, Carl just leaned back and grinned.

Carl's humble, relatable attitude and perpetual smile belies an intelligence and business acumen that has benefitted the McNabb Center in many ways. Carl used his experience in legislative affairs with Vulcan Materials to advocate for services in support of Center clients, and he understands what it takes to be a good neighbor. He has been vocal in sharing the McNabb Center's mission.

"The Center's work goes beyond just treatment," says Carl. "It's about creating lasting change. I wish the community knew just how comprehensive and far-reaching the services by the McNabb Center truly are. Whether it's through helping someone achieve recovery, providing a safe environment for children or supporting families in crisis."

The Van Hooziers exemplify the mission of improving lives, and the McNabb Center is proud to dedicate the 2023-2024 McNabb Center Annual Services report to Gail and Carl Van Hoozier.



LETTER FROM THE CEO

Opportunity and Growth

The McNabb Center had a year filled with opportunity and growth! Our mission of "improving the lives of the people we serve" has been on display as we do vital work in our community daily. Our staff's dedication is making a profound impact on the lives of children, adults and families across all of East Tennessee.

The Center was successful in securing funding to provide services to combat the opioid epidemic. These funds were made available as part of a historic class-action law suit against pharmaceutical companies responsible for fueling the opioid crisis. While the harm caused by the crisis cannot be undone, these funds will drive innovation and provide help to those affected by opioids. The Center has created programming including the Blount County Transition Center, expanded Re-Entry programs known as "Jail to Work" and a comprehensive recovery continuum for adults. Additionally, we are forging powerful collaborations in Judicial District 10 (Bradley, Polk, McMinn and Monroe counties) to ensure access to care and resources for those adults in the judicial system who are struggling with addiction.

In a time when workforce challenges continue to plague our industry, we have not only held steady—we have thrived. McNabb staff have embraced new approaches to staff well-being, launching comprehensive programs that focus on physical, emotional, financial and social wellness. We have invested in a strategic Compassion Science initiative knowing that compassion across all aspects of the organization results in improved outcomes both for our customers and for the company. Additionally, our commitment to Inclusive Excellence is unwavering—ensuring that every voice is valued and every person feels a sense of belonging.

Our work at the McNabb Center is made even stronger through the support of our Helen Ross McNabb Center Foundation. Our foundation is more than a philanthropic entity; it is a vital force that allows us to respond swiftly and effectively to the changing needs of our community. By combining community generosity with our deep commitment to service, we have built a resilient organization that can expand and adapt, offering essential care when and where it is needed most.

The Foundation and the Center's impact is amplified by the dedicated volunteers who give their time and talent to support our mission. Our volunteers bring a spirit of compassion and generosity that is truly inspiring. This year alone, volunteers contributed a remarkable 44,574 hours, further enhancing our ability to improve lives.

Helen Ross McNabb's legacy lives on in each of us, and I know she would be proud of how far we've come. Together, we are building a future full of hope, healing and opportunity for all.

With appreciation,

Mona Blanton-Kitts, MSSW, LCSW
President & CEO

EXECUTIVE STAFF

MONA BLANTON-KITTS MSSW, LCSW
President & CEO

CANDACE ALLEN MS
Clinical Vice President

JILL BARNES PHR, SHRM-SCP, LAPSW
Vice President of Human Resources

STEPHANIE CARTER MSSW, LCSW
Senior Vice President of Operations

PAULA HUDSON BS
Vice President of Organizational Excellence

LEANN HUMAN-HILLIARD MSSW, LCSW
Executive Vice President

JANET JENKINS M.ED.
Vice President of Organizational Culture & Advancement

MARY KATSIKAS MAFP
Executive Vice President

JASON LAY CPA
Vice President & Chief Financial Officer

GAYLE LODATO LCSW
Vice President

DOVILE PAULAUSKAS MD
Chief Medical Officer

HOUSTON SMELCER MBA, CFP
Senior Vice President of Development & Government Relations

MICHAEL WALTKE LAPSW
Vice President of Organizational Excellence & Strategic Initiatives

CONTENTS

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VICTIM SERVICES 7
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FISCAL YEAR 2024

Sources and Uses of Funds

The McNabb Center relies on a diverse group of funding sources, which makes the Center unique in its operation and provides solid financial strength. The Center receives grants from the federal government and state of Tennessee through various agencies, including:

- TN Dept. of Children's Services
- TN Dept. of Criminal Justice Programs
- TN Dept. of Education
- TN Dept. of Health
- TN Dept. of Housing Development Agency
- TN Dept. of Mental Health & Substance Abuse Services
- TN Division of Tenncare
- TN Treasury Dept.
- US Board of Probation & Parole
- US Dept. of Agriculture - Dept. of Education
- US Dept. of Agriculture through TN Dept. of Agriculture
- US Dept. of Education
- US Dept. of Health & Human Services
- US Dept. of Housing & Urban Development
- US Dept. of Justice
- US Dept. of Justice through Office of Criminal Justice Programs

The Center also receives funding from various local governments, including:

- Blount County
- Blount County Schools
- Campbell County
- City of Alcoa
- City of Gatlinburg
- City of Knoxville
- City of Maryville
- City of Morristown
- City of Oak Ridge
- City of Pigeon Forge
- City of Sevierville
- Claiborne County
- Cocke County
- Eastern Band of Cherokee Indians
- Hamblen County
- Knox County
- Knox County City of Knoxville E911
- Knox County Schools
- Knox County Sheriff's Department
- Knoxville Police Department
- Lenoir City
- Sevier County

Other sources of revenue include:

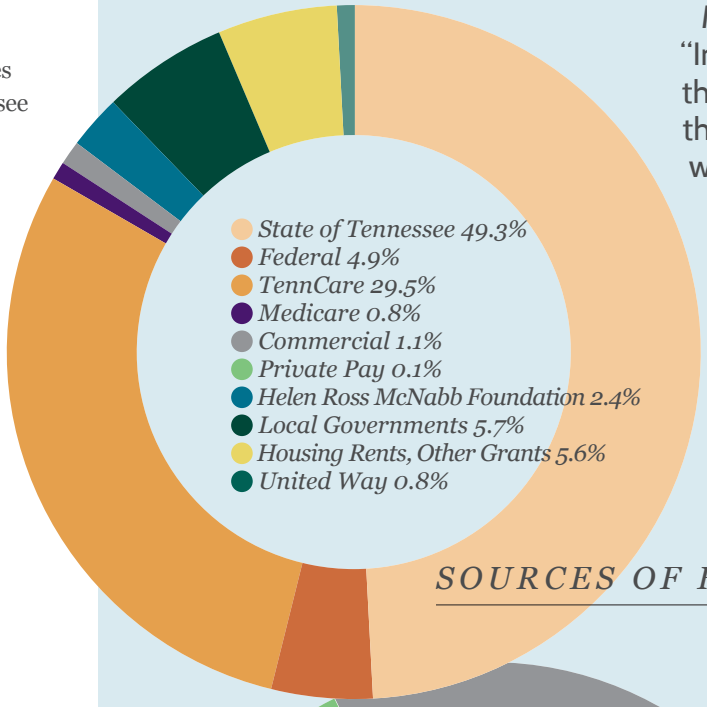
- Client Service Fees
- Commercial Insurance
- Helen Ross McNabb Foundation
- Local Hospitals
- Local Universities & Colleges
- Maryville City Schools
- Medicare
- Other Local Non-Profits
- Private Pay
- United Way of Anderson Co.
- United Way of Blount Co.
- United Way of Greater Chattanooga
- United Way of Greater Knoxville
- United Way of Hamblen Co.
- United Way of Jefferson Co.
- United Way of Loudon Co.
- United Way of Sevier Co.
- University of Tennessee

The following information displays the Center's unaudited revenue and expenses for fiscal year 2024 (July 1, 2023 – June 30, 2024).

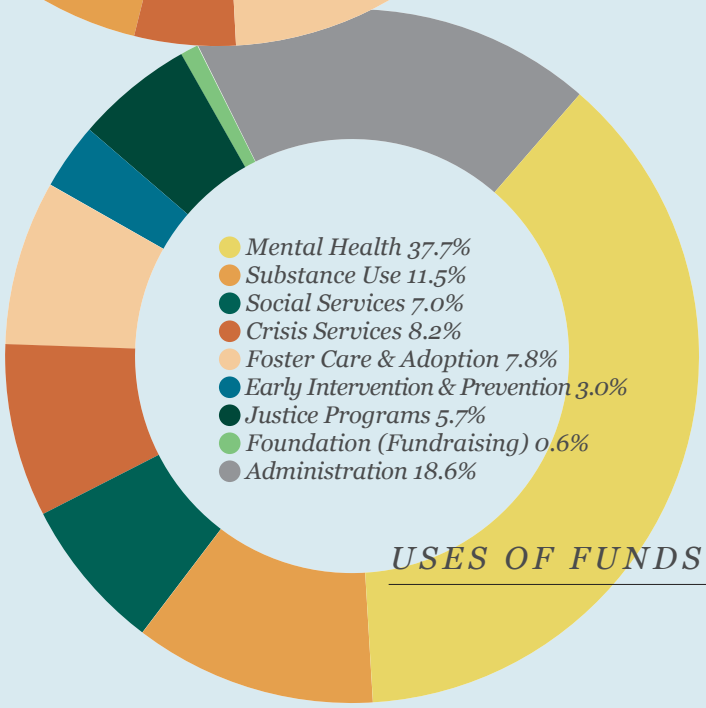
United Way
Community Partner

1

Mission: "Improving the lives of the people we serve."



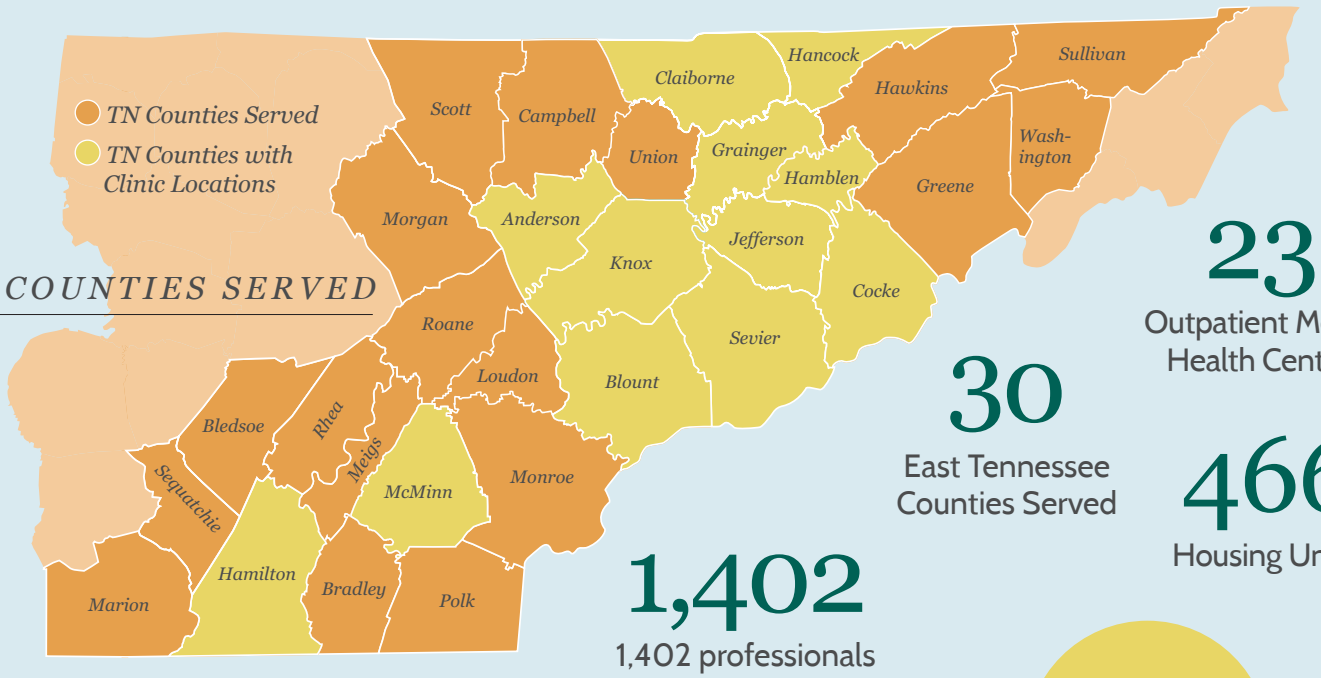
SOURCES OF FUNDS



USES OF FUNDS

SERVICE NUMBERS

COUNTIES SERVED



23
Outpatient Mental Health Centers

30
East Tennessee Counties Served

466
Housing Units

1,402
1,402 professionals dedicated to our mission

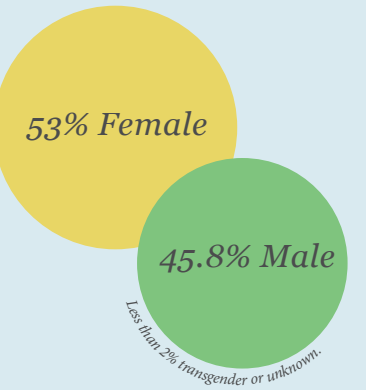
1,345
This past year, 1,345 volunteers contributed **44,575** service hours



51,061
More than 51,061 children and adults served

Estimate excludes some grant-based programs, like DCS programming

GENDER

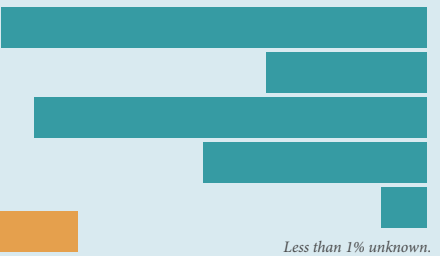


RACE

African American/Black	11.0%
Alaskan Native, American Indian, Asian or Pacific Islander*	0.9%
Hispanic/Latino	0.4%
White	76.5%
Biracial	0.4%
Other/Unknown	6.7%

*Alaskan Native = 0.1%, American Indian = 0.4%, and Asian or Pacific Islander = 0.4%.

AGE



0-17	34.0%
18-24	12.9%
25-44	31.4%
45-64	17.9%
65+	3.7%

Less than 1% unknown.

ABOUT THE CENTER



Top row, l-r: Mr. Whit Addicks, Mr. Robbie Arrington, Dr. Rebecca Ashford (secretary), Ms. Eden McNabb Bishop, Mr. Wade Davies (immediate past chair), Mrs. Missy Drinnon, Dr. Jerry Epps (chair-elect); middle row, l-r: Mr. David Hall, Mr. George Kershaw (chair), Mr. Brian Rauch, Ms. Cheryl Rice (at-large), Mr. David Roddy, Ms. Cindy Sexton, Ms. Laura Shamiyeh; bottom row, l-r: Mr. Mitch Steenrod (treasurer), Mrs. Traci Topham, Mr. Carl Van Hoozier, Mr. Clarence Vaughn, Mr. Mickey Wade, Mr. David Wedekind, and Ms. Andrea White.

BOARD OF DIRECTORS 2023–2024

The Center is governed by a volunteer board of directors. Board members have the responsibility to create and evaluate policy and organizational goals regarding the Center's finances and services. Board members are elected to serve a three-year term and may serve two terms consecutively.

CENTER MISSION

Improving the lives of the people we serve; helping children, adults, and families with substance use, mental illness and social challenges.

CENTER VISION

To be the premier provider of high quality behavioral health and social services through a continuum of care focusing on our clients first and foremost, delivering quality services, demonstrating effectiveness, inspiring our staff and building upon the spirit of our founder.

Special thanks

to the Marketing and Public Relations Committee: Laura Shamiyeh, Jason Bohne, Cindy Sexton, Claire Speight and Traci Topham.

MENTAL HEALTH SERVICES

CARF® International is an independent, nonprofit accreditor of health and human services. Through accreditation, CARF assists service providers in demonstrating value by the quality of their services and meeting internationally-recognized organizational and program standards. Learn more at CARF.org.

The McNabb Center's **Emergency Psychiatric Assessment, Treatment and Healing (EmPATH)** unit is an innovative approach to meeting the needs of individuals in crisis, and their families, often at their most vulnerable time. EmPATH transforms the way individuals experiencing a psychiatric crisis access emergency services providing a rapid, comprehensive assessment and continual re-assessment from a psychiatrist/psychiatric nurse practitioner along with a multi-disciplinary team in a calm, soothing environment while simultaneously providing access to urgent medical care needs. Providers serving individuals with mental illness are able to refer directly to EmPATH and bypass emergency departments.



Until the EmPATH unit opened in the Knoxville area, most individuals experiencing a psychiatric emergency were directed to emergency departments (ED) due to the need for medical evaluations, or patient acuity. Once at the ED, individuals would spend 3x longer than other patients, most often being boarded, and awaiting a higher level of care. The lengthy wait time paired with the environment of most EDs has been found to exacerbate an individual's symptoms, reducing the opportunity for diversion programming and increasing the referral for inpatient psychiatric hospitalization.

Research also shows that over 75% of severe psychiatric emergencies can be stabilized within 23 hours. Providing specialized care reduces unnecessary emergency department visits, increases tenure in the community and diverts from unnecessary psychiatric hospitalization due to delays in care.

In collaboration with local hospitals, the City of Knoxville, Knox County, the Tennessee Department of Mental Health and Substance Abuse Services and the McNabb Center, the EmPATH unit opened on June 3, 2024. This innovative, researched-based model was created by Scott Zeller, M.D., and the McNabb Center is the first organization to implement an EmPATH unit in Tennessee.

One of the most revolutionary aspects of the unit is the physical environment itself. EmPATH is a trauma-informed unit which offers a home-like care setting where relaxation, movement and recreation are encouraged. The high ceilings, ambient light and soothing décor all contribute to the calming environment which is designed to best meet patient needs. Individuals have the option to walk around, listen to music, serve themselves snacks or lay back in the recliners of the common area while in the unit. The set up facilitates socialization, discussion, interaction and treatment.



Ribbon cutting for the McNabb Center's new EmPATH Unit located in Knoxville, Tennessee.

SUBSTANCE USE SERVICES

OPIOID ABATEMENT COUNCIL

The McNabb Center was awarded a total of over $20 million to be used over the next three years from the Tennessee Opioid Abatement Fund. This significant award fuels important initiatives in our community, including:

New Blount County Transition Center

The New Blount County Transition Center offers support for individuals navigating the challenges after release from incarceration. It includes 32 units of recovery housing.

Jail to Work Re-entry Program

The Jail to Work Re-entry Program helps those affected by the opioid crisis reintegrate into the workforce and break the cycle of addiction. This program is available in Hamblen, Blount and Claiborne counties. Additionally, funding allows for a partnership with the Jefferson County Jail to provide MAT services.

Opioid Use Disorder Comprehensive Recovery Continuum

The Opioid Use Disorder Comprehensive Recovery Continuum expands access to life-saving treatment and support services. It serves 16 counties in the East Tennessee region.

Judicial District 10 Collaborative

The Judicial District 10 Collaborative provides MAT treatment and recovery support services to individuals being released from jail in Bradley, McMinn, Monroe and Polk counties.

This funding was made possible through the Tennessee Opioid Abatement Council's first-ever community grants. These grants are a result of Attorney General Jonathan Skrmetti's tenacious efforts to hold companies accountable for their role in the opioid crisis. The McNabb Center is ready to put this funding to work; strengthening our community and saving lives.

VICTIM SERVICES

SEXUAL ASSAULT CENTER OF EAST TENNESSEE (SACET)

The Sexual Assault Center of East Tennessee's advocacy department provides survivors of sexual assault with support, information and resources needed throughout the recovery process.

74%

of clients served reported their sexual assault to law enforcement.

92%

When requested, Sexual Assault Nurse Examiners arrived to the hospital within 1 hour for 92% of calls received.

FAMILY CRISIS CENTER SHELTER

The Family Crisis Center seeks to meet the need of acute outpatient assessment, response, referral, and treatment services for children's needing additional support in their natural environments.

100%

of clients reported an increased sense of safety.

93%

of clients reported that the program helped them achieve the goals they set out to accomplish.

SCHOOL-BASED SERVICES

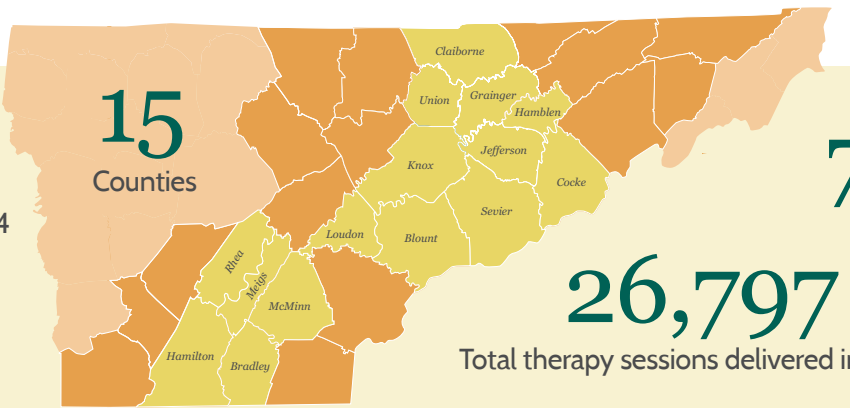
In 1992, the McNabb Center and Knox County Schools collaborated to offer a specialized classroom for children at-risk for psychiatric hospitalizations. The success of the program was immediate and unquestionable as the hospitalization rates were reduced by over 90%.

Today, 32 years later, the McNabb Center's school-based services have grown exponentially; adding new districts, new staff and new programming targeted for students, families and school staff.

> "You helped me raise my son in the darkest time in our lives. Gave him what I literally couldn't give anyone myself. I will forever be grateful for you. You were perfectly placed where you need to be."
>
> *—Max's mom*

1,949
Clients served by school-based behavioral health liaisons in FY24

18
School Districts



15
Counties

76
Staff

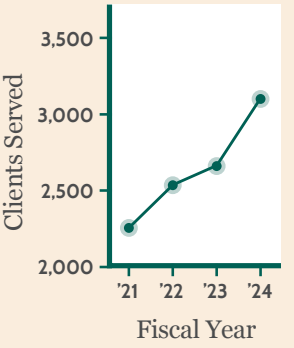
26,797
Total therapy sessions delivered in FY24

NEW PROGRAM: TENNESSEE RESILIENCY PROJECT

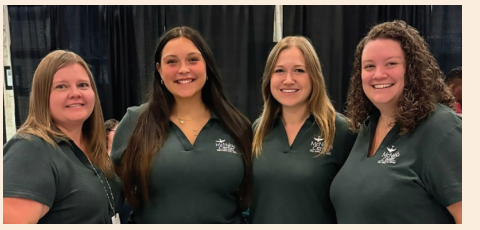
The Tennessee Resiliency Project (TRP) school-based crisis response team partners with schools in TDMHSAS Region II (16 counties) to provide trauma-informed consultation, education, training, crisis support, screening, assessment and referral/linkage to students, staff and schools. This program also supports and offers debriefing to school when suicides or community violence occurs.

In FY24, 24 additional school-based behavioral health liaisons were funded by TDMHSAS.





Above: Kaylie James leads a training for parents at a family engagement night in Blount County. Top right: TRP school crisis response team, Kelly Hurley, Selena Rivera, Emily Hoekstra, and Jamie Adams.



> "We are very grateful for the time, effort and expertise from the TRP team as they supported our staff during a recent event. The team from McNabb was available for our staff as they returned to school following the loss of a staff member. Our staff was able to speak individually with the team to seek support as they worked through the anxiety and strong emotions. We are so thankful to have had this opportunity and believe it has set our staff on a positive path to healing."
>
> *—Mrs. Lisa M. Downard, Principal, Oak Ridge Schools*

EVENTS



Old Ringgold Supportive Housing Beds Expansion

The McNabb center celebrated the expansion of our **supportive housing** in Chattanooga. The addition of these four beds brings the total number of supported living beds to 64 for the area of Chattanooga.

The McNabb Center's supported living services seek to provide permanent, safe, affordable housing to adults who are homeless and are experiencing symptoms of a mental illness.

This expansion is possible due to the financial support from the Tennessee Department of Mental Health and Substance Abuse Services grant, Creating Affordable Housing, an expansion of the Creating Homes Initiative.



Genoa Healthcare Pharmacy in Blount County

The McNabb Center and Genoa Healthcare celebrated the opening of the new **Genoa Healthcare Pharmacy** located inside the McNabb Center's Blount County Clinic on East Broadway.



Blount County Recovery Housing Dedication

The McNabb Center celebrated the opening of a **new women's recovery home** in Blount County. The 10-bed house is a safe, healthy and sober living environment where women have access to the aftercare they need to maintain a successful recovery from substance use disorder and transition back into the community. The home was dedicated in honor of Richard and Joni Maples, longtime supporters of the McNabb Center.





COMING 2025

The McNabb Center Breaks Ground on New Knox Women's Recovery Campus

This **innovative residential complex** will feature transitional and recovery housing units, group spaces, office space and a playground. Our goal is to provide a safe, healthy environment where women can heal and recover while learning essential skills for safety and independence.

AWARDS

Crisis Services Excellence Award

The McNabb Center won the Crisis Services Excellence Award for our Comprehensive Crisis Continuum at the Tennessee Statewide Crisis Services & Suicide Prevention Conference hosted by Tennessee Department of Mental Health and Substance Abuse Services.

Many of these programs are the first of their kind in the state and meet the needs of East Tennesseans experiencing a mental health emergency.

Serving children and adults, McNabb's Continuum includes:

- Family Walk-In Center
- Children's Crisis Stabilization Unit (CCSU)
- Mobile Crisis Unit (MCU) Expansion and Specialization
- Adult Crisis Stabilization Unit East & Upper East Tennessee
- Co-Response
- Behavioral Health Urgent Care Center (BHUCC)

UTK Alumni Awards

Mona Blanton-Kitts was recognized at the UTK Alumni Awards Gala. The Alumni Professional Achievement Award recognizes alumni who have a record of notable career accomplishments and a history of outstanding contributions to their profession. The award is presented to acknowledge their success which brings honor and credit to The University of Tennessee.

Instructor of the Year

Shea Hightower was awarded UTK College of Social Work Field Instructor of the Year.

Hope Ambassador

Rachel Loveday, Centerpointe clinical services coordinator, was honored as a Hope Ambassador for the Rx and Illicit Drug Summit. The Hope Ambassadors program highlights stories of recovery from individuals with personal experience and those who have impacted the journey of others.

Phil Acord Award

Janet Jenkins, Vice President of Organizational Culture & Advancement, received the Tennessee Alliance for Children and Families Annual Phil Acord Award. Over two decades, Janet has helped transform the McNabb Center's Foster Care program, helping 235 children find forever homes and securing nearly $15 million for vital programs. Her statewide advocacy and innovative initiatives have left an impactful mark on the community.











Clockwise from top: McNabb Center staff accept Crisis Services Excellence Award, Shea Hightower, Janet Jenkins, Rachel Loveday, and Mona Blanton-Kitts.

McNabb Center

WELL MIND, WELL BEING

MCNABBCENTER.ORG | 1-800-255-9711

ANNUAL SERVICES REPORT | 2024 - 2025

McNabb Center

DAVID AND NEIL GOODSON

Volunteerism from the Heart

"The Center is not just mental health or addiction services—it's housing, crisis services, children's programs, domestic violence support and so much more," said David Goodson explaining what he wants everyone to know about the McNabb Center. David became an advocate for the Center almost 30 years ago when he learned about the important role that it plays in the Knoxville area.

David has become more connected to the Center throughout the years with his primary focus serving on fundraising and event committees, such as Clayfest, the annual Spirit Award banquet, and most recently, the Family Walk-In Clinic. "We became more involved in the mission of the Center and Centerpointe, a 28-day program for individuals struggling with drug misuse," shared David. Together with longtime friend Dan Standish, David has been instrumental in funding some of the improvements to the Centerpointe building. The substance use treatment center is currently undergoing renovations that will increase its services to help additional clients.



DAVID GOODSON AND NEIL GOODSON

Photo by Charles Brooks

Because of David's activity with the McNabb Center, his son, Neil Goodson, began supporting Center programs too. "After touring the Centerpointe facility, I was taken back by the number of people needing help. It speaks to the importance of the McNabb Center providing those addiction and detox services as well as other mental health services in our community," said Neil.

Neil has also been part of planning fundraising events such as Sunset Shenanigans. "It's a really unique, fun event and I think it is great exposure for the McNabb Center," he added.

"The most rewarding part has been seeing how lives are truly changed. Hearing the stories of those who've come through the Center—who have rebuilt their lives and found stability—makes you realize how much impact this organization has," said David. Having seen the real, direct effects in the community from Center staff members and knowing that drug misuse crosses all socio-economical divides, the Goodsons established the "Ben Goodson Gratitude Fund" which provides funding to support Center services. "As a society we have a moral imperative to take care of those who can't take care of themselves," stated David.

David has been part of other non-profit organizations and public service work in the community for years, "but at the end of the day, the McNabb Center is where our heart is and where we really want to spend our resources and our time," said David. "It's touched our hearts in so many ways."

Other organizations David has given his time and talents to are the Holston Foundation, Scenic Knoxville Board, as well as being a member of the Trinity Healthcare Board and a United Way committee member.

The Goodsons continue to share the work that the Center has made in the lives of others, and they encourage others to know that "even a small donation can change the course of someone's life." We are honored to dedicate the 2024-2025 McNabb Center Annual Services Report to David and Neil Goodson.



LETTER FROM THE CEO

Resilience, Service and Community

In the past year, the McNabb Center has continued to live out its mission of "improving the lives of the people we serve." Across East Tennessee, our staff has shown remarkable resilience, service and dedication to the community; meeting growing needs with innovation, expertise and heart.

One of the most significant developments this year has been the continued expansion of the Co-Response Program. As communities across the nation search for better ways to respond to the behavioral health crisis, the McNabb Center remains proud to be part of the solution here in East Tennessee. In 2025, we expanded our program by adding two additional crisis response teams bringing the total to six teams. Each team includes a master's level clinican and a specialty-trained police officer. These teams are helping ensure that people experiencing mental health crises receive care, stabilization and connection to services. Individuals are given immediate support when it matters the most rather than unnecessary involvement with emergency departments or the justice system.

Our commitment to community was also evident in the way our staff responded during Hurricane Helene disaster relief efforts. Time and again, our team members demonstrate that service is not just what we do, it is who we are. Many stepped forward to support response efforts by providing resources, assistance and compassionate care to those impacted. We are incredibly proud of the staff who volunteered their time and expertise to help our neighbors during this challenging time.

This year also marks an important milestone for the Emergency Psychiatric Assessment, Treatment and Healing (EmPATH) unit, which continues to transform how behavioral health emergencies are addressed in our region. In its first year of operation, the EmPATH unit served 1,733 individuals, offering a therapeutic, patient-centered alternative to traditional emergency department care. By providing rapid access to behavioral health treatment in a calming environment, this program is helping individuals stabilize more quickly while reducing the strain on local hospitals and emergency services.

The spirit of generosity in our community was on full display through the continued growth of our Dear Santa program. Thanks to the incredible support of partners and volunteers, and a remarkable toy donation this year, we were able to expand the program and bring joy to even more children and families during the holiday season.

These accomplishments reflect the strength of our staff, the generosity of our community and the power of collaboration. As behavioral health needs continue to rise nationwide, we remain steadfast in expanding access through compassionate, evidence-based care. We are grateful for the individuals and families who trust us with their mental health care every day and the dedicated staff who choose to join us in fulfilling the mission and vision of Mrs. Helen Ross McNabb.

Together, we are building a future filled with hope, healing and opportunity for all.

With appreciation,

Mona Blanton-Kitts, MSSW, LCSW
President & CEO

EXECUTIVE STAFF

MONA BLANTON-KITTS
MSSW, LCSW
President & CEO

CANDACE ALLEN
MS
Clinical Vice President

JILL BARNES
PHR, SHRM-SCP, LAPSW
Vice President of Human Resources

STEPHANIE CARTER
MSSW, LCSW
Senior Vice President of Operations

PAULA HUDSON
BS
Vice President of Organizational Excellence

LEANN HUMAN-HILLIARD
MSSW, LCSW
Executive Vice President

JANET JENKINS
M.ED.
Vice President of Organizational Culture & Advancement

MARY KATSIKAS
MAFP
Executive Vice President

JASON LAY
CPA
Vice President & Chief Financial Officer

GAYLE LODATO
LCSW
Vice President

DOVILE PAULAUSKAS
MD
Chief Medical Officer

HOUSTON SMELCER
MBA, CFP
Senior Vice President of Development & Government Relations

MICHAEL WALTKE
LAPSW
Vice President of Organizational Excellence & Strategic Initiatives

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FISCAL YEAR 2025

Sources and Uses of Funds

The McNabb Center relies on a diverse group of funding sources, which makes the Center unique in its operation and provides solid financial strength. The Center receives grants from the federal government and state of Tennessee through various agencies, including:

- Appalachian Regional Commission
- TN Dept. of Children's Services
- TN Dept. of Education
- TN Dept. of Finance & Administration Office of Criminal Justice Programs
- TN Dept. of Health
- TN Dept. of Human Services
- TN Dept. of Mental Health & Substance Abuse Services
- TN Division of TennCare
- TN Opioid Abatement Council
- TN Treasury Dept.
- US Board of Probation & Parole
- US Dept. of Agriculture
- US Dept. of Education
- US Dept. of Health & Human Services
- US Dept. of Housing & Urban Development
- US Dept. of Justice
- US Dept. of Justice - TN Dept. of Finance & Administration Office of Criminal Justice Programs
- US Dept. of Treasury

The Center also receives funding from various local governments, including:

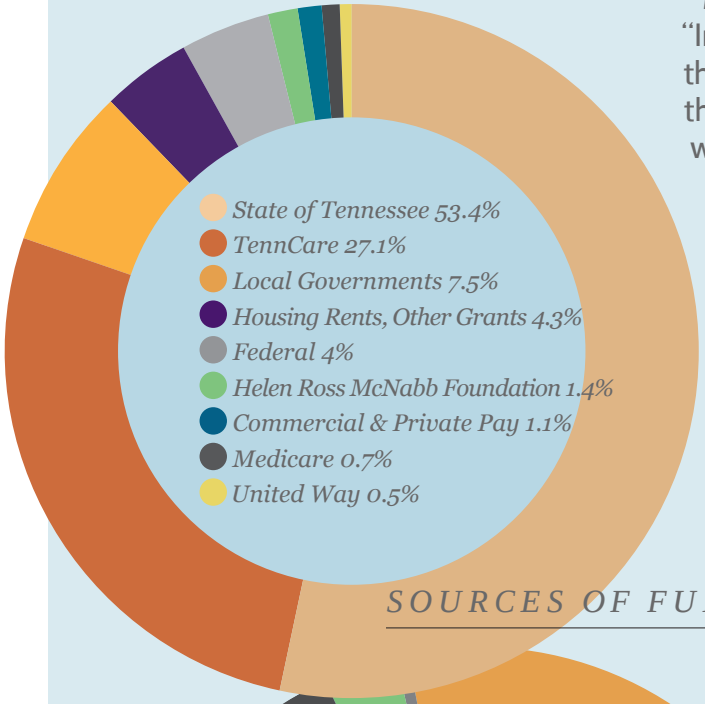
- Blount Co.
- Blount Co. Schools
- Campbell Co.
- City of Alcoa
- City of Knoxville
- City of Maryville
- City of Morristown
- City of Oak Ridge
- Claiborne Co.
- Cocke Co.
- Hamblen Co.
- Hamilton Co.
- Jefferson Co. 911
- Knox Co.
- Knox Co. City of Knoxville E911
- Knox Co. Schools
- Knox Co. Sheriff's Department
- Knoxville Police Department
- Lenoir City
- Maryville City Schools
- Morristown Chamber of Commerce
- Sevier Co.

Other sources of revenue include:

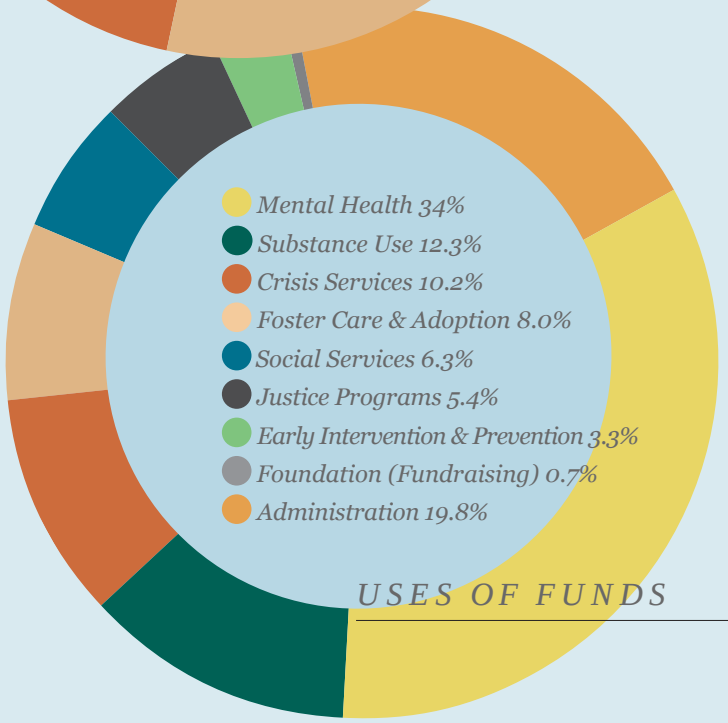
- Client Service Fees
- Commercial Insurance
- Helen Ross McNabb Foundation
- Local Hospitals
- Local Universities & Colleges
- Medicare
- Other Local Non-Profits
- Private Pay
- United Way of Anderson Co.
- United Way of Blount Co.
- United Way of Greater Chattanooga
- United Way of Greater Knoxville
- United Way of Hamblen Co.
- United Way of Jefferson Co.
- United Way of Loudon Co.
- United Way of Sevier Co.
- University of Tennessee

1

Mission: "Improving the lives of the people we serve."



SOURCES OF FUNDS



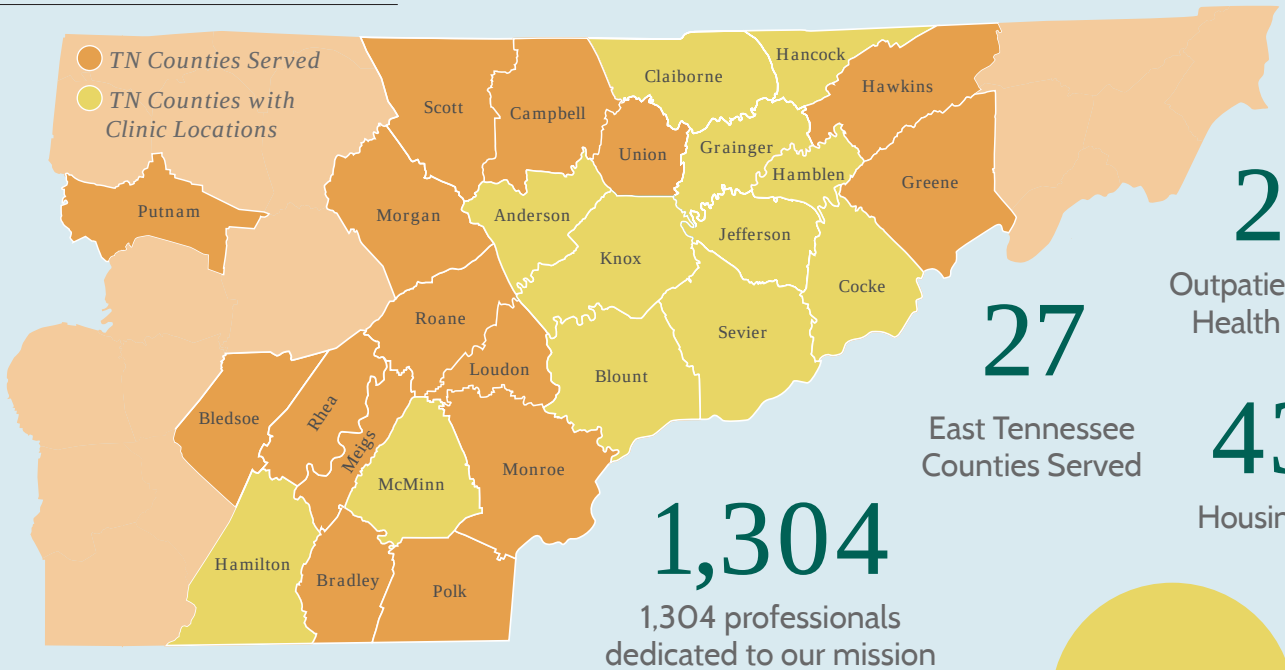
USES OF FUNDS

**The following information displays the Center's unaudited revenue and expenses for fiscal year 2025 (July 1, 2024 – June 30, 2025).*

SERVICE NUMBERS

CARF® International is an independent, nonprofit accreditor of health and human services. Through accreditation, CARF assists service providers in demonstrating value by the quality of their services and meeting internationally-recognized organizational and program standards. Learn more at CARF.org.

COUNTIES SERVED



23
Outpatient Mental Health Centers

27
East Tennessee Counties Served

432
Housing Units

1,304
1,304 professionals dedicated to our mission

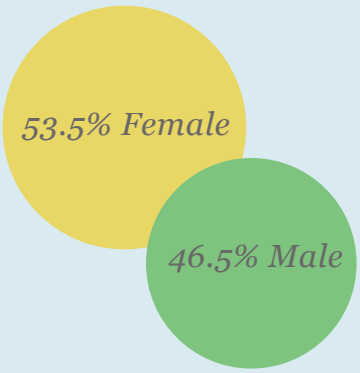
1,473
This past year, 1,473 volunteers contributed **45,808** service hours



52,792
More than 52,792 children and adults served

Estimate excludes some grant-based programs, like DCS programming

GENDER

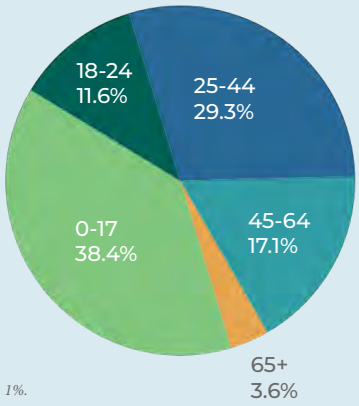


RACE

White	77.7%
African American/Black	10.9%
Other/Unknown	5.9%
Biracial	4.4%
Alaskan Native, American Indian, Asian or Pacific Islander*	0.7%
Hispanic/Latino	0.4%

**Alaskan Native = Less Than 1%, American Indian = Less Than 1% and Asian or Pacific Islander = Less Than 1%.*

AGE



0-17	38.4%
18-24	11.6%
25-44	29.3%
45-64	17.1%
65+	3.6%

Less than 1% unknown.



Top row, l-r: Mr. Whit Addicks, Mr. Robbie Arrington, Dr. Rebecca Ashford (chair-elect), Ms. Eden McNabb Bishop, Dr. Amy Cathey, Mrs. Missy Drinnon, Dr. Jerry Epps (chair); middle row, l-r: Mr. David Hall (at-large), Mr. George Kershaw (past chair), Mr. Randy Miller, Mr. Brian Rauch, Ms. Cheryl Rice (secretary), Mr. David Roddy, Ms. Cindy Sexton; bottom row, l-r: Ms. Laura Shamiyeh, Mr. Mitch Steenrod (treasurer), Mrs. Traci Topham, Mr. Carl Van Hoozier, Mr. Clarence Vaughn, Mr. Mickey Wade and Mr. David Wedekind.

BOARD OF DIRECTORS 2024–2025

The Center is governed by a volunteer board of directors. Board members have the responsibility to create and evaluate policy and organizational goals regarding the Center's finances and services. Board members are elected to serve a three-year term and may serve two terms consecutively.

CENTER MISSION

Improving the lives of the people we serve; helping children, adults and families with substance use, mental illness and social challenges.

CENTER VISION

To be the premier provider of high quality behavioral health and social services through a continuum of care focusing on our clients first and foremost, delivering quality services, demonstrating effectiveness, inspiring our staff and building upon the spirit of our founder.

Special thanks

to the Marketing and Public Relations Committee: Wade Ewers, David Roddy, Laura Shamiyeh, Cindy Sexton, Claire Speight and Traci Topham.

DISASTER RESPONSE

In September 2024, Hurricane Helene caused severe flooding in Cocke County, and communities like Newport, Del Rio and Hartford were heavily impacted. Roads became impassable, and many residents were displaced or trapped. The McNabb Center is located within the flood zone, and although the area was evacuated, the Center remained open to continue to serve its clients.

In the aftermath of Helene, 28% more indivduals sought mental health services in December 2024 than in December 2023. The McNabb Center's established relationships with local organizations—such as government agencies, schools, law enforcement, nonprofits, faith-based groups and community leaders—provided a solid foundation for rapid mobilization and effective service delivery during this critical time. Leveraging existing partnerships and community resources was crucial to expand the reach, enhance coordination and improve response and recovery for Cocke County.

HOW DID THE CENTER RESPOND?

The CCP team began door-to-door outreach to assist and provide support directly to a group of more than 300 individuals who were affected by the flooding. Of those 300, the McNabb Center continued working closely with approximately 165 individuals to build rapport and provide support and resources.

McNabb staff members helped in various ways. Staff members provided tractors to help clear driveways and barns, assisted individuals with packing and unpacking their belongings, visited displaced survivors in assisted living facilities, helped with resources for medication funds, painted homes, put tarps over campers, gathered clothes and hand delivered food, cleaning supplies, water and toiletries. McNabb staff collaborated with local shelters and animal clinics for donations for survivors with pets. Staff bathed puppies, found washers and dryers, refrigerators, heaters, air conditioners, generators, tools and supplies. They located resources for living room and bedroom furniture, which they picked up and delivered to individual's homes.

During a crisis, response time matters. The McNabb Center stepped in to make sure families affected by Hurricane Helene had the support they needed fast.









72
Children displaced

192
Homes were at total loss

Schools
Closed for weeks

Downtown
Businesses were flooded, including the jail

Power
Services disrupted

Water
Services disrupted

Internet
Services disrupted

EMPATH - A YEAR IN REVIEW

Rebecca's family brought her to EmPATH because of her increased symptoms of depression and suicidal thoughts. She shared numerous possible causes including the recent death of a family member, unresolved childhood trauma and overwhelming feelings of hopelessness. EmPATH staff spoke with her family to gather additional information as well as provide support and education for them. Immediately at EmPATH, she met with a prescriber who started her on medication for depression. She was able to talk with the staff about her feelings and start the process of healing that day. Once stabilized, she and the staff worked to create a plan with specific steps for treatment after discharge so she could continue to move forward successfully.

Two months after leaving EmPATH, the staff received a letter from Rebecca.

"Thank you for your unwavering empathy, kindness and support during one of the roughest periods in my life. When talking with the staff, I felt like I was a priority. EmPATH is truly the perfect name for this place. I am now on the path to healing, thanks to your empathy."

—Rebecca

1,733
Admissions (FY25)

95%
Not referred to Emergency Department or Inpatient

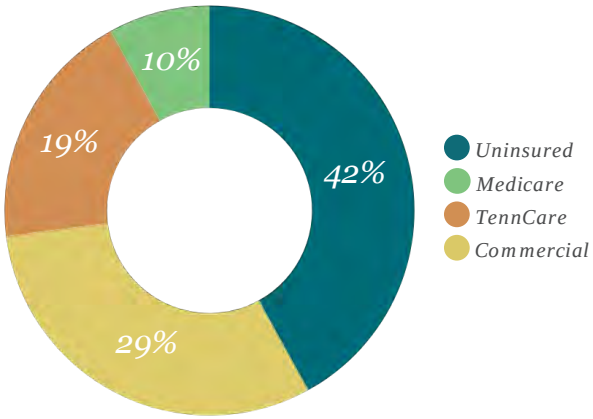
COUNTY OF RESIDENCE

71%	Knox County
19%	Other
6%	Blount County
4%	Anderson County

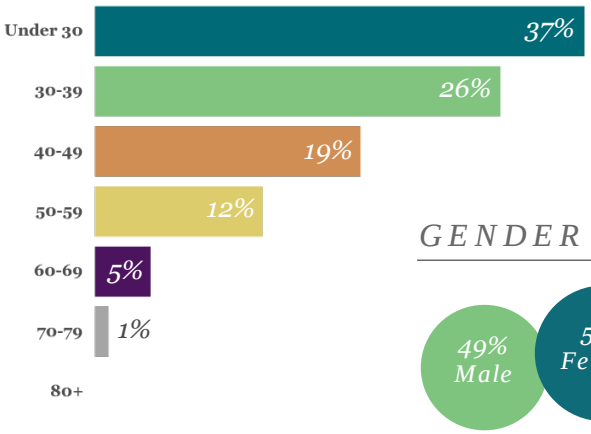
PRIMARY PRESENTING SYMPTONS

43%	Suicidal Ideation
31%	Psychosis
15%	Agitation
13%	Mania

INSURANCE TYPE



AGES SERVED



GENDER



Left to Right: Travis Pyle, Dr. Scott Zoller and Candace Allen.

Clinical Vice President Candace Allen and Medical Director Travis Pyle represented the McNabb Center at the inaugural EmPATH Summit 2025 in Irving, Texas, joining leaders working to advance emergency psychiatric care nationwide.

Candace also met with Dr. Scott Zeller, creator of the EmPATH model, which is transforming psychiatric emergency treatment across the country.

The McNabb Center is proud to have opened Tennessee's first EmPATH Unit, continuing its commitment to innovative, compassionate mental health care.

CO-RESPONSE PROGRAM EXPANSION

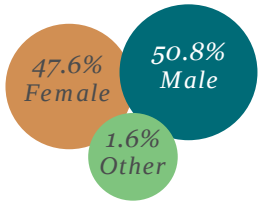
Immediate first response to individuals in crisis

The McNabb Center's Co-Response Program is a partnership between the Center and the Knoxville Police Department. With the shared goal of diverting individuals from the criminal justice system and connecting them to appropriate care, McNabb Center master's-level clinicians ride alongside Crisis Intervention Team trained KPD officers to respond to behavioral health emergencies in Knoxville. The McNabb Center's first and only Co-Response Team took its first call on October 13, 2020. After a successful first year, three teams were added to the program in 2021. In 2025, it expanded again to a total of six teams. Of the 1,036 calls received, below is the information for those calls:

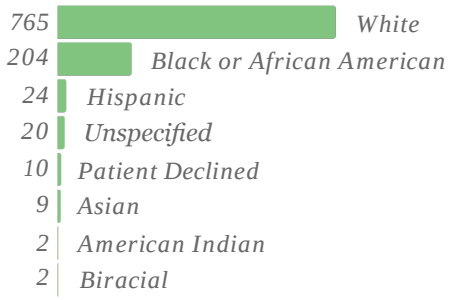
1,036
Number of Calls (FY25)

1,757
Number of Follow-Ups (FY25)

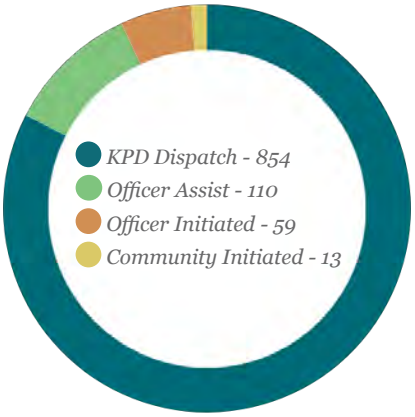
GENDER



RACE



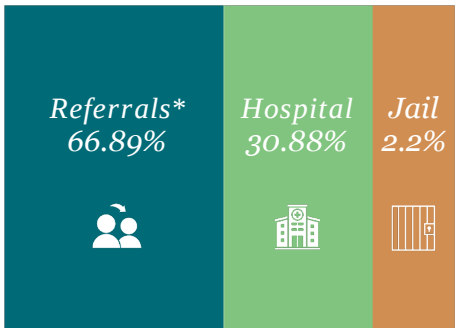
HOW CALL WAS INITIATED



50.25 MIN
Average Length of Time on Call

38.81 YRS
Average Age of Individual Served

DISPOSITION OF CALLS



** Admissions to community crisis programming & connections to behavioral health services*

WHAT IS CRISIS INTERVENTION TEAM TRAINING?

CIT trained officers undergo 40 hours of intensive training, which helps them identify mental health resources to assist people in crisis. The training connects officers with mental health professionals and other community agencies to create a team that can provide support when a challenging situation occurs. In addition, officers learn verbal de-escalation skills and experience scenario-based training on responding to crises. Since the McNabb Center started coordinating CIT training in 2012, approximately 1,500 officers have graduated and have been using their intervention skills in the field.

DEAR SANTA

Through the McNabb Center's Dear Santa program, donors fulfill Christmas wish lists for children who are clients of the McNabb Center and their siblings. The Dear Santa program is supported by businesses, organizations and individual donors who sponsor children, host toy drives and volunteer their time.

WHY DEAR SANTA MAKES A DIFFERENCE...

A single mother of six children was deciding between paying her rent or buying Christmas presents for her kids. She was able to pay her living expenses and her kids all had several presents each!

A family experiencing hardship with a mom working multiple jobs and taking care of her own mom was given dignity for her and her children. All four of her kids received a tablet and much-needed clothing.



Pictured: McNabb Center staff and volunteers working together to ensure children in the Dear Santa program has their Christmas wishes fulfilled.

928
Community Sponsors

1,941
Toys were donated through locally sponsored toy drives, donations, and the Christmas in July Toy Drive which served a total of 1,252 children.

12,000
Toys were donated from Global Empowerment Mission

3,517
Individual clients were served through the Dear Santa program and community sponsored gifts this holiday season.

GROUND BREAKING







Blount County Transition Campus Groundbreaking

The Center broke ground on the Blount County Transition Campus on February 21st in Maryville. The campus will be an all-in-one accessible campus using a multi-disciplined approach to provide mental health, substance use and social services to incarcerated individuals with co-occurring disorders. The campus will consist of six buildings to house 62 individuals at a time and will provide a full range of services so every person can transition successfully into the community.

Pictured from left to right: Blount County Mayor Ed Mitchell; CARES Committee member Rick Carver, Blount County Commissioner John Giles, McNabb Center CEO Mona Blanton-Kitts, Tennessee Dept. of Mental Health and Substance Abuse Services Commissioner Marie Williams, Blount County Mayor Ed Mitchell, Blount County Rep. Jerome Moon, Blount County Rep. Tom Stinnett, Blount County Commissioner Jared Anderson and McNabb Center Senior Director of Blount County Services Shannon Dow; and McNabb Center CEO Mona Blanton-Kitts and TDMHSAS Commissioner Marie Williams.

AWARDS & HONORS

McNabb Center
Disaster Management Excellence Award [11.]
TN Dept of Mental Health & Substance Abuse Services
East Tennessee Wellness Roundtable Gold Award [13.]
Knox County
Field Agency Award [6.]
UTK College of Social Work
Rocky Top Business Award [5.]
UTK
Top 50 Most Generous Workplaces [7.]
United Way of Blount County

McNabb Center (Hamilton County)
Dr. Carol B. Berz Family Justice Center
Advancing Advocacy Award [12.]

Jill Barnes
Human Resources Professional of the Year [9.]
Tennessee Valley Human Resource Association

Carrie Bailey
Tennessee State Forensic Nurse of the Year [4.]
Tennessee Chapter of the International Association of Forensic Nurses

Mona Blanton-Kitts
Executive Women's Association
Leadership Tennessee Class XII [5.]

Paula Hudson
2024 TAMHO Distinguished Service Award [10.]

Amye Maffei
MSSW Field Instructor of the Year [1.]
UTK College of Social Work

Steve McAmis
Rising Star Award [2.]
UTK College of Social Work

Lindsay Riggs
Volunteer Leadership Award [14.]
TAMHO

Cindy Starr
Creativity and Innovation Award [3.]
Evidence-Based Home Visiting Summit

Sara Scott
Excellent Promotion and Training of PCIT in Tennessee Award [8.]
Centers of Excellence for Children in State Custody


1.


2.



3.

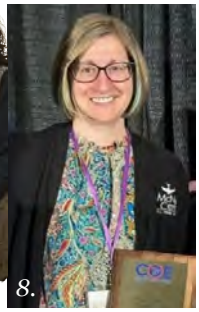

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From top: 1. Amye Maffei, 2. Steve McAmis, 3. Cindy Starr, 4. Carrie Bailey, 5. Mona Blanton-Kitts, 6.McNabb Center staff accept UTK College of Social Work Field Agency of the Year Award, 7. McNabb Center staff in Blount County accept United Way - Top 50 Most Generous Workplaces, 8. Sara Scott, 9. Jill Barnes, 10. Paula Hudson, 11. McNabb Center staff accept Disaster Management Excellence Award, 12. McNabb Center staff in Hamilton County accept Advancing Advocacy Award, 13. McNabb HR staff accept East Tennessee Wellness Roundtable Gold Award and 14. Lindsay Riggs.

McNabb Center

MCNABBCENTER.ORG | 1-800-255-9711

STATE OF TENNESSEE
DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

LICENSE

THE DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES GRANTS THIS FULL LICENSE IN ACCORDANCE WITH TENNESSEE CODE ANNOTATED TITLE 33, CHAPTER 2, PART 4 TO:

HELEN ROSS MCNABB CENTER, INC. (THE)

(Name of Licensee)

TO OPERATE A FACILITY OR SERVICE IDENTIFIED AND LOCATED AS FOLLOWS FOR THE PROVISION OF MENTAL HEALTH, PERSONAL SUPPORT, OR ALCOHOL AND DRUG ABUSE SERVICES:

CenterPointe

(Name of Facility or Service as Known to the Public)

5310 Ball Camp Pike, Knoxville, TN 37921

(Street Address or Location, City or Town)

THE LICENSEE HAS DEMONSTRATED COMPLIANCE WITH T.C.A. TITLE 33, CHAPTER 2, PART 4 AND WITH RULES OF THE DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

THIS LICENSE AUTHORIZES SERVICE PROVISION APPLICABLE TO THE LICENSURE CHAPTER(S) AND LIFE SAFETY OCCUPANCY CLASSIFICATIONS BELOW.

License Chapter	Accessible to mobile, non-ambulatory individuals	Approved for persons w hearing loss	Approved for persons w vision loss	Capacity
0940-05-43 Alcohol and Drug Non-Residential Rehabilitation Treatment Facilities	Y	Y	Y	n/a
0940-05-47 Alcohol and Drug Outpatient Detoxification Treatment Facilities	Y	Y	Y	n/a
0940-05-44 Alcohol and Drug Residential Detoxification Treatment Facilities	Y	N	N	24
0940-05-45 Alcohol and Drug Residential Rehabilitation Treatment Facilities	Y	N	N	48
0940-05-14 Mental Health Outpatient Facilities	Y	Y	Y	n/a

Waiver(s): 0940-5-5.03(1)(g); 0940-5-5.03(2)(a)

July 01, 2026	June 30, 2027	L000000040743
Effective Date	Date License Expires	License Number

Commissioner of Mental Health and Substance Abuse Services

THIS LICENSE IS NON-TRANSFERABLE AND NON-ASSIGNABLE.
POST THIS LICENSE IN A CONSPICUOUS PLACE.

40743

Site ID: 1501

STATE OF TENNESSEE
DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

LICENSE

THE DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES GRANTS THIS FULL LICENSE IN ACCORDANCE WITH TENNESSEE CODE ANNOTATED TITLE 33, CHAPTER 2, PART 4 TO:

HELEN ROSS MCNABB CENTER, INC. (THE)

(Name of Licensee)

TO OPERATE A FACILITY OR SERVICE IDENTIFIED AND LOCATED AS FOLLOWS FOR THE PROVISION OF MENTAL HEALTH, PERSONAL SUPPORT, OR ALCOHOL AND DRUG ABUSE SERVICES:

Knox County Adult Center

(Name of Facility or Service as Known to the Public)

205 West Springdale Avenue, Knoxville, TN 37917

(Street Address or Location, City or Town)

THE LICENSEE HAS DEMONSTRATED COMPLIANCE WITH T.C.A. TITLE 33, CHAPTER 2, PART 4 AND WITH RULES OF THE DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

THIS LICENSE AUTHORIZES SERVICE PROVISION APPLICABLE TO THE LICENSURE CHAPTER(S) AND LIFE SAFETY OCCUPANCY CLASSIFICATIONS BELOW.

License Chapter	Accessible to mobile, non-ambulatory individuals	Approved for persons w hearing loss	Approved for persons w vision loss	Capacity
0940-05-43 Alcohol and Drug Non-Residential Rehabilitation Treatment Facilities	Y	Y	Y	n/a
0940-05-14 Mental Health Outpatient Facilities	Y	Y	Y	n/a

Waiver(s): 0940-5-4.09(2)(a)

July 01, 2026	June 30, 2027	L000000040711
Effective Date	Date License Expires	License Number

Commissioner of Mental Health and Substance Abuse Services

THIS LICENSE IS NON-TRANSFERABLE AND NON-ASSIGNABLE.
POST THIS LICENSE IN A CONSPICUOUS PLACE.

40711

Site ID: 107

metro drug coalition

July 13, 2026

Subject: Letter of Commitment for Knox County SAMHSA STREETS Grant Application

On behalf of Metro Drug Coalition (MDC), I am pleased to express our commitment to collaborate with Knox County and its partner agencies in the development and implementation of the proposed SAMHSA STREETS Program, should funding be awarded.

Metro Drug Coalition has served Knox County and East Tennessee for over 40 years and operates The Gateway Recovery Community Center, a peer-led recovery support hub serving individuals affected by substance use disorders and co-occurring conditions. Through The Gateway and our broader community partnerships, MDC brings substantial experience in recovery support services, peer recovery coaching, workforce development connections, recovery community engagement, overdose prevention, first responder care coordination, and linkage to treatment and recovery housing resources.

As currently envisioned, MDC's role in the STREETS Program would include:

- Providing recovery coaching and peer recovery support services to program participants.
- Facilitating peer-led recovery support groups and recovery-focused educational programming.
- Offering access to The Gateway Recovery Community Center and its recovery-oriented programming, resources, and supportive community environment.
- Assisting participants in developing individualized recovery plans and supporting ongoing recovery engagement.
- Connecting participants to community-based recovery resources, employment and workforce development opportunities, transportation assistance, and other recovery-supportive services as appropriate.
- Coordinating with clinical providers, outreach partners, housing providers, case management staff, and other participating organizations to support integrated service delivery and participant success.
- Participating in case coordination activities, program planning, stakeholder meetings, and quality improvement efforts as requested.
- Contributing program data and outcome information necessary to support evaluation, reporting, and continuous program improvement activities.

MDC further agrees to:

- Participate in regular partner and stakeholder meetings.
- Share relevant data and outcomes, consistent with applicable privacy laws and participant consent requirements.
- Coordinate closely with Knox County and all participating partners to ensure effective and integrated service delivery.
- Support efforts to achieve the goals and objectives established under the SAMHSA STREETS Program.

Metro Drug Coalition is committed to partnering with Knox County in the implementation of the STREETS Program and anticipates providing the services described above consistent with the final approved project design, partner roles, and awarded funding levels. Specific activities, staffing assignments, and service capacity will be finalized through the program implementation planning process.

We appreciate the opportunity to collaborate with Knox County on this important initiative and we believe a coordinated, recovery-oriented system of care can significantly improve outcomes for individuals experiencing homelessness, substance use disorders, mental health challenges, and co-occurring conditions in Knox County.

Sincerely,

Webster Bailey
Executive Director
Metro Drug Coalition
wbailey@metrodrug.org
865-588-5550

metro drug coalition

2024 Annual Report

October 1, 2023 - September 30, 2024

Letter From Executive Director



Webster Bailey
Executive Director

The past year has been one of significant change and growth for Metro Drug Coalition (MDC). Our most notable transition occurred when Karen Pershing, after 14 years of dedicated leadership, decided to step down as Executive Director. I am deeply honored and grateful to have been selected by Karen and the Board of Directors to step into this role. I am fortunate to have a very supportive board of directors, an experienced and talented team, and many gracious and helpful community partners supporting me and teaching me as I grow into this role.

MDC has experienced many positive developments this year, particularly in securing funding to expand our programs and staffing. We've grown our youth prevention programming and our recovery support services, including the work we do at The Gateway Recovery Community Center, which recently celebrated its second anniversary. Over the past two years, we've provided more than 80,000 services at The Gateway, which is a testament to the impact we're making.

Since its founding in 1986, MDC has remained steadfast in our commitment to assessing and addressing the evolving needs of the community. Today, we continue to bring together diverse stakeholders to tackle the root causes of substance misuse. Through collaborative partnerships and maximizing available resources, we strive to make a greater impact. MDC has become a model for cross-sector collaboration, positioning us as Knoxville's premier partner for all types of substance use initiatives. Whether through professional education, primary prevention, harm reduction, or recovery support, we work alongside our community partners to address some of the most pressing issues in our community.

We know that mental health and substance misuse are closely linked, often sharing overlapping risk factors. That's why we continue to incorporate mental health first aid and suicide prevention trainings into our work, empowering community members to identify early signs of mental health struggles and intervene before substance misuse becomes a coping mechanism. MDC also recognizes the critical gaps in services for those with substance use disorders, particularly during the first two years of recovery which is typically among the most challenging. By supporting individuals and families through this crucial period at The Gateway, we help them develop the tools they need to thrive, which in turn reduces the demand for drugs and creates a healthier, safer community.

Substance misuse prevention is always at the heart of what we do, and we believe it must start early. This year, we expanded our prevention programming to reach children as young as 10 years old, ensuring that they receive age-appropriate messaging about the dangers of substances. We also know that childhood trauma plays a major role in the development of both substance use and mental health disorders. In response, we've launched an educational program for pediatric and obstetrical healthcare providers, equipping them with the tools to discuss adverse childhood experiences (ACEs) and build resilience in children and families. We understand that preventing substance misuse is a community effort, and parents play a critical role in this process.

At MDC, we believe that substance use disorders are preventable, and that with collective effort, recovery is not only possible - it's the most likely outcome. With your continued support, we will keep building a healthier, more vibrant community by reducing the negative impacts of substance misuse.

Yours in Recovery,

WBB

MDC Board of Directors

EXECUTIVE COMMITTEE

Board President: Barbara Shipley
Board Vice President: Elizabeth Sherrod
Board Treasurer: Dan Sherrod
Immediate Past President: Maha Krishnamurthy
At-Large: Randy Nichols
At-Large: General Charme Allen
At-Large: Samuel French
At-Large: Jim LaPinska

BOARD AT LARGE

Tanisha Baker
Richie Beeler
State Representative Michele Carringer
Betsy Henderson
Hon. Tim Irwin
Mayor Glenn Jacobs
Mayor Indya Kincannon
Knox County Public Defender Eric Lutton
George Massengill
Chuck Morris
Chief Paul Noel
Kevin Parton
Superintendent John Rysewyk
Seema Singh
Elizabeth Sherrod
April Snell
Sheriff Tom Spangler
Charles Swanson
Janet Testerman
Zach Wishart

Meet Our Team



Ashlee Crouse
Faith-Based Community Coordinator, East Region



Melissa Cunningham
Intake Coordinator



Courtney Fuson
Director of Communications & Strategy



Miria Galyon
Executive Assistant



Denver Johnson
Recovery Coach



Jennifer Knisley
Regional Lifeline Director



Bethany Lemons
Prevention Coordinator



Karen Pershing
Interim Director of Primary Prevention Services



Tony Pierce
Director of Finance



Jermarcus Ricks
Youth Initiatives Coordinator



Jill Silvey
Prevention Coordinator



Jessica Stanley
Regional Overdose Prevention Specialist



Brandon Styles
Regional Overdose Prevention Specialist



Maria Valerio
Youth Initiatives Coordinator



Katina Woods
Recovery Coach



Anne Young
Director of Recovery Support Services

Our Reach



Social Media

4,803 LIKES — **17.1% INCREASE** *from FY 2023*

1,108 FOLLOWERS — **3.2% INCREASE** *from FY 2023*

1,240 FOLLOWERS — **18% INCREASE** *from FY 2023*

705 FOLLOWERS — **55% INCREASE** *from FY 2023*

Earned Media

118

Earned Media Stories

in FY 2024

Earned media (or free media) refers to publicity gained through promotional efforts other than paid media advertising.

Newsletter

4,547

Newsletter Subscribers

in FY 2024

Meeting the needs of our community

Metro Drug Coalition (MDC) is a nonprofit organization striving to create a healthy and safe community, free of substance misuse. We have served the Knoxville community for over 38 years. Our goal is to increase access to evidence-based prevention education, harm reduction programs and recovery support services for anyone desiring to maintain or seek a life free from substance misuse. Through community collaborative efforts, we can all strengthen families and prevent future generations from the devastating consequences of addiction.

AREAS OF FOCUS



Youth Engagement

3,255

YOUTH SERVED

18 years & under



Youth Programming

My Drug-Free Life

An interactive presentation that discusses the most commonly used substances & why substance misuse occurs.

1,104

Youth completed My Drug -Free Life

Partner Organizations

- Knox County Schools

Positive Action

Targeting youth who are indicated to be at greater risk of substance misuse, this curriculum teaches positive coping skills.

48

Youth completed Positive Action

Partner Organizations

- YWCA
- Wesley House
- Fountain City UMC

Catch My Breath

A program designed to teach students about the dangers of e-cigarettes/vapes, how to recognize & combat marketing schemes, and peer pressure.

17

Youth completed Catch My Breath

Partner Organizations

- Knox County Juvenile Court
- Knox County Schools

Generation Rx

Generation Rx teaches students the importance of medication safety. This program is available beginning in elementary school.

462

Youth completed Generation Rx

Partner Organizations

- SHADES of Development
- Pond Gap Elementary
- Christenberry Elementary
- Wallace Church of Knox
- Shora Foundation

Youth Engagement

Ages 18-24



2,440

COLLEGE STUDENTS EDUCATED

CAMPUS INITIATIVES

- Medication Safety Pop-Ups
- Campus Tabling Events
  - Play It Safe Picnic
  - Vaping Take Back & Education
  - Suicide Prevention & Awareness
- Presentations
  - UTK Health & Safety Summit
  - QPR
  - Anti-Hazing Bystander Intervention
  - Substance Misuse Prevention
  - Strengthening Mental Health
  - Suicide & Substance Misuse
  - Stimulant Misuse



260

WORKFORCE DEVELOPMENT/NON-COLLEGIATE YOUTH EDUCATED

PARTNER ORGANIZATIONS

- KnoxWorx
- GoPlaces Career Readiness Program
- KCDC's Career Readiness Program
- Young Professionals of Knoxville
- SEEED's Career Readiness Program
- Bryant's Bridge



586 VOLUNTEER HOURS COLLEGE STUDENTS COMPLETED WITH MDC

Primary Prevention

Community Coalition

The purpose of the Drug-Free Community Coalition is to engage every sector of the community in Metro Drug Coalition's efforts to reduce the misuse of substances. The coalition has continued to focus on a number of projects to educate, raise awareness and target young people, specifically, for positive alternatives to alcohol and substance misuse.

35 AVERAGE MEETING ATTENDANCE

23 ORGANIZATIONS REPRESENTED

Average per meeting

37 NEW MEMBERS

First time attending a meeting, or first time after 12 months.

570 VOLUNTEER HOURS

Completed by Community Coalition members

Preventing Underage Drinking

Reducing Social Access



4

CAMPAIGNS

1,587,023

IMPRESSIONS

CAMPAIGNS

- **Social Media**
  - Football
  - Prom
  - Graduation
- **DMV**
  - Be A Parent, Not A Peer

Reducing Retail Access

- **Compliance Support**
  - Provided resources for retailers who fail compliance checks
  - Recognized retailers who pass on social media



MDC provides all new permit holders with a packet of resources, including an ID coder, ID checking guide, and window clings. Last year, MDC began offering an online ID checking training as well.

112 RESOURCE PACKETS DISTRIBUTED TO NEW PERMIT HOLDERS

53 TRAINED IN PREVENTING UNDERAGE SALES

Medication Safety



1,438

Medication lock boxes distributed

6 Medication Collection Events

Medication collection events included two DEA National Take Back days, three Aging Adult Resource Fairs, and the first ever medication collection event on the University of Tennessee campus.

1,748.5 Pounds of Medications Collected

11 Medication Safety Pop-Ups

Pop-ups focus on educating college students on the importance of medication safety. Pop-ups took place at the University of Tennessee & Pellissippi State.

New Medication Mail Back Program

This program allows homebound individuals to receive a secure envelope to dispose of unwanted, expired, or unused medications via their mailbox.

1 Youth-Driven Medication Safety Campaign

Knox County students created messaging and art design for six medication safety billboards located around Knox County and medication safety tip posters distributed to local pharmacies, doctors offices, and family-serving organizations.

Mental Health

Metro Drug Coalition recognizes that substance use disorders and mental health disorders are often co-occurring. As a result, primary prevention efforts have expanded to include Mental Health First Aid, Psychological First Aid, and QPR Suicide Prevention training.

18 CLASSES TAUGHT

183 INDIVIDUALS TRAINED

Mental Health First Aid

Adult & youth mental health first aid classes teach the skills to identify, understand, & respond to the signs of mental illness and substance use disorders.

34 CLASSES TAUGHT

650 INDIVIDUALS TRAINED

QPR Suicide Prevention

People trained in QPR learn how to recognize the warning signs of a suicide crisis and how to question, persuade, and refer someone to help.

250 BROCHURES DISTRIBUTED

Born Drug Free Tennessee is an initiative implemented by the East Tennessee Neonatal Abstinence Syndrome (NAS) Task Force is 2015. Its goal is to connect pregnant women who are struggling with a substance use disorder to an evidence-based treatment provider & prenatal care as early as possible to improve outcomes for both the mother and baby.

1,363 MEDICAL PROVIDERS

Trained in SBIRT since 2015

Metro Drug Coalition facilitates **SBIRT** *(Screening, Brief Intervention, Referral to Treatment)* trainings in Knox County. This training equips providers, nurse practitioners, nurses, residents and office managers to: understand the disease process of addiction, recognize the risk factors and causes of Neonatal Abstinence Syndrome, understand the process of SBIRT (an evidence-based screening tool) to assess risk for substance misuse in patients, and learn ways to implement and administer brief interventions.

Healthcare Provider Education

EAST TENNESSEE OPIOID CONFERENCE

MDC collaborated with Pain Consultants of East TN, Summit Medical, Knoxville Academy of Medicine, Cherokee Health Systems and Cigna to host the Sixth Annual **East Tennessee Opioid Conference**. This conference educated medical providers on different levels of the opioid crisis and what they can do to play a role in finding solutions to this epidemic. **Over 455 individuals** received education at this event, either in-person or virtually, across the state of Tennessee.

Harm Reduction



Naloxone Distribution

Regional Overdose Prevention Specialists (ROPS) are located throughout the state of Tennessee as a point of contact for training and education on opioid overdose and for overdose prevention through the distribution of naloxone.

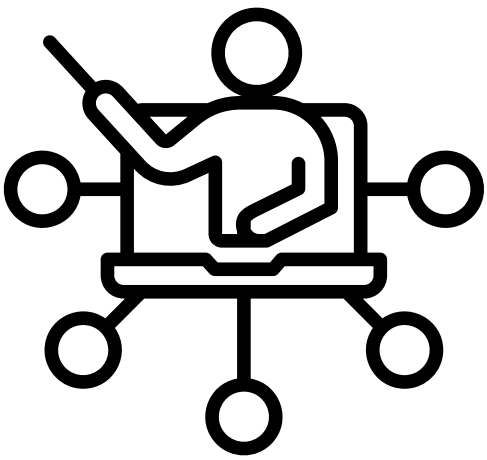
19,195
NALOXONE KITS DISTRIBUTED

8,050
NARCAN KITS

CONTAINS 4 MG OF NALOXONE

11,145
KLOXXADO KITS

CONTAINS 8 MG OF NALOXONE



384
OVERDOSE PREVENTION TRAININGS

4,000
INDIVIDUALS TRAINED

422 LIVES SAVED BY NALOXONE IN KNOX COUNTY

Tennessee Department of Mental Health and Substance Abuse Services

Harm Reduction Outreach

MDC's Recovery Support Team has been hard at work with harm reduction outreach in our community. Last year, MDC began distributing fentanyl test strips to help combat the high rate of fentanyl overdose in the community. This year, an increase in xylazine use resulted in an increase of open wounds, so MDC began assembling and distributing wound care kits. MDC staff members have targeted specific areas in our community to distribute Narcan kits, safely dispose of needles and give other harm reduction items out to those in need.

8,750
FENTANYL TEST STRIPS DISTRIBUTED

2,300
CONDOMS DISTRIBUTED

300
POUNDS OF NEEDLES DISPOSED

424
SAFE SYRINGE BOXES DISTRIBUTED

2,500
CPR MASKS DISTRIBUTED

675
WOUND CARE KITS DISTRIBUTED

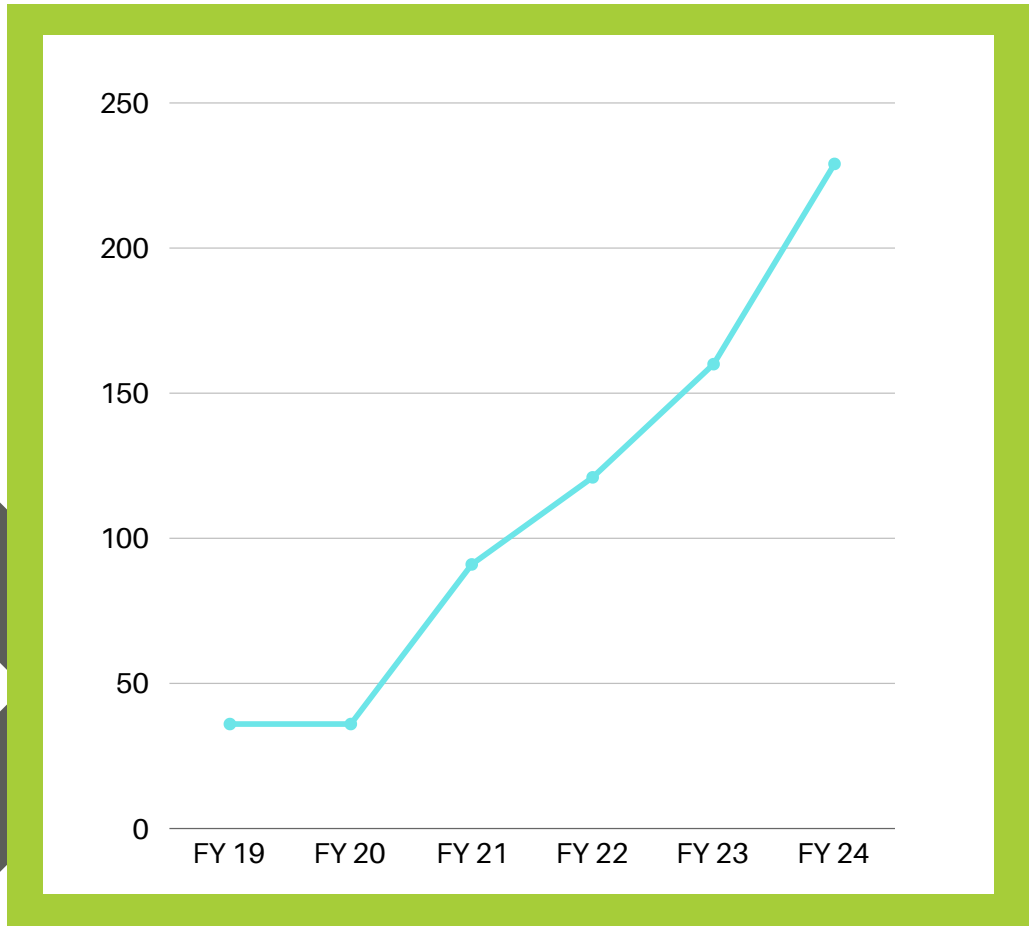
Recovery Housing Support Fund

The Recovery Housing Support fund was established in 2018 with funds generated by MDC's second Recovery Resource Fair. The fund has grown exponentially since its humble beginnings. Over the lifetime of the fund, MDC has paid **696 deposits** for individuals to enter sober living who would not have had the resources to go otherwise. MDC has received donations and grant dollars from both individuals, local and state government, as well as funds raised by our organization.



229

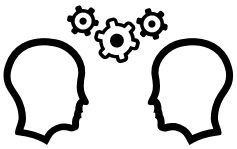
Individuals received recovery housing scholarships in FY 24.



Number of Recovery Housing Scholarships Awarded by Fiscal Year

Recovery Coaching

Recovery Coaching is a form of strength-based, healing centered supports for persons in or seeking recovery from alcohol or other substances. Similar to life and business coaching, Recovery Coaching is a type of partnership where the person in or seeking recovery self-directs their recovery while the coach provides expertise in supporting successful change.



60 COACHES
trained in the CCAR Recovery Coach Academy in FY 24.



451 INDIVIDUALS
engaged in recovery coaching in FY24.

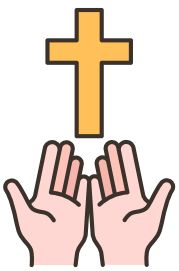
Treatment Referrals

520 INDIVIDUALS

Connected to alcohol and drug treatment, regionally



TDMHSAS FAITH-BASED INITIATIVE



Faith Based Coordinator working in conjunction with Metro Drug Coalition to reach the 33 counties in East Tennessee's Grand Division. Efforts include spreading awareness and education in substance misuse and mental health. Promoting community involvement for congregations in facilitating forums to inform on mobilization efforts, stigma reduction and provide referral resources for individuals and families effected by substance misuse and mental health issues. Duties include traveling to congregations in the east region, conducting trainings, community forums and connecting congregations/individuals with the appropriate referral agencies.

254 PRESENTATIONS
were given by the Faith-Based Coordinator during FY 24.

28 CONGREGATIONS
became Certified Recovery Congregations during FY 24.

An Update on The Gateway



Anne Young
Director of Recovery Support Services

The Gateway Recovery Community Center has truly become a beacon of light for the recovery community in Knoxville. Over the past year, we have solidified our reputation as the principal one-stop resource for recovery, not only locally but also statewide. Our innovative and creative recovery services are being recognized and celebrated, and we are committed to continuing this trajectory of growth and excellence.

This year, The Gateway has made significant strides in providing a safe and supportive environment for individuals seeking recovery from substance misuse. Our center has become a hub where people can learn new skills, experience healing, and find a community that understands and supports their journey. Our innovative services have set us apart. We have introduced various programs that cater to the diverse needs of our community, ensuring that everyone who walks through our doors finds the support they need. These services have been instrumental in helping individuals rebuild their lives and regain their independence.

The recognition we have received from both local and statewide communities is a testament to the hard work and dedication of our team. We are proud to be seen as leaders in the field of recovery support, and we will continue to innovate and expand our services to meet the evolving needs of our community.

Goals for the New Year

As we look to the future, we have set ambitious goals to further enhance our services and support:

1. **Establish a Membership Program**: We aim to create a membership program that fosters a sense of ownership and pride among our participants. This program will allow individuals to take an active role in Gateway activities and contribute to the community.
2. **Certified Recovery Community Organization** (**RCO**): We will explore the process of becoming a Certified Recovery Community Organization through Faces and Voices of Recovery, which will further solidify our standing nationally and enable us to provide even more comprehensive support.
3. **Recovery Support Service Advisory Council**: We plan to re-establish an advisory council consisting of over 50% self-identifying individuals in personal recovery. This council will guide our services and ensure they are aligned with the needs of those we serve.
4. **Education and Professional Growth**: Continuing to foster, educate and grow addiction professionals through evidence-based practices and curriculums is a priority. We will provide ongoing training and development opportunities to ensure our team and members are equipped with the latest knowledge and skills.
5. **Workforce Development and Funding**: We will seek to enhance our workforce development capacity and secure funding to support these initiatives. This will enable us to expand our services and reach more individuals in need.
6. **Coordinated Volunteer Opportunities:** Providing recovery supportive volunteer opportunities to the broader community is essential in decreasing stigma and fostering a supportive environment. We will actively engage volunteers and provide meaningful opportunities for them to contribute.
7. **Engage Champions and Recovery Advocates**: Finding champions and engaging people in providing Gateway programs is crucial. Identifying what services are still needed and finding the right champion to support our mission is ongoing. We will collaborate with individuals and organizations who are advocates for recovery and willing to help provide needed services.

The Gateway Recovery Community Center is on a path of continuous growth and improvement. We are committed to providing a safe, supportive, and innovative environment for all individuals seeking recovery. With the goals we have set for the coming year, we are confident that we will continue to make a positive impact on the lives of those we serve

GATEWAY ATTENDANCE

TOTAL SERVICES DELIVERED

Opening 9/2022 - 9/30/24

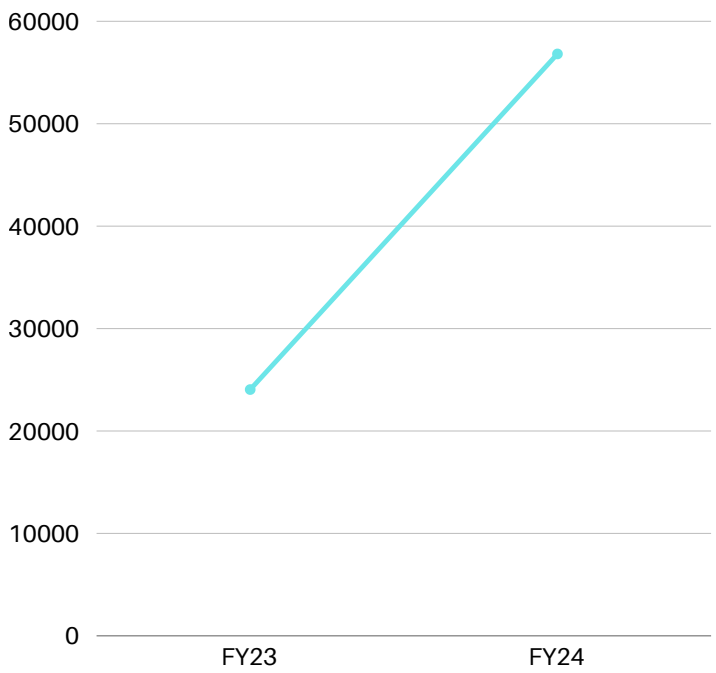
80,861

TOTAL SERVICES DELIVERED

FY 24

56,814

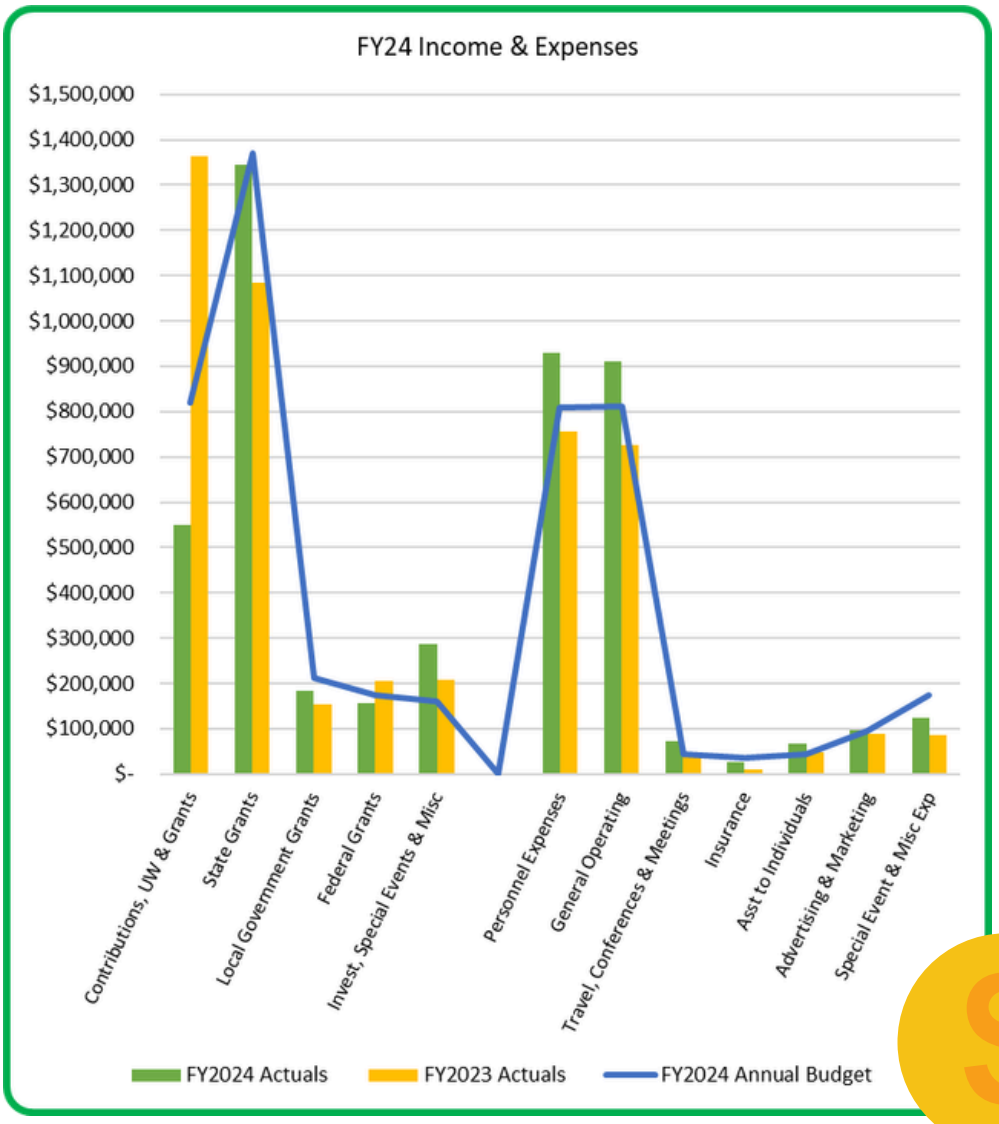
THE GATEWAY MORE THAN DOUBLED THE NUMBER OF SERVICES PROVIDED FROM FY 23 - FY 24.



SERVICES DELIVERED COMPARISON

FY 23 vs. FY 24

Financials

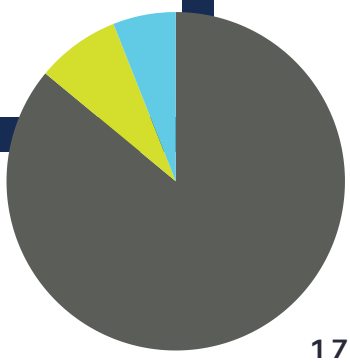


For every $1 spent:

.86
SPENT ON PROGRAMS

.08
SPENT ON ADMINISTRATION

.06
SPENT ON FUNDRAISING



Donors & Funders

AAA
Aaron Hatfield
Adrienne Garcia
Allison and Eddie Ausband
Amanda Elliott
Amanda Ross
Amy Clarkson
Andrea Houston-Givens
Andrew Zimmerman
Ann Clarke Bailey
Anne L Sprouse
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Caesar L Stair
Caitlyn Campbell
Cameron Rigsby
Candy Vincent
Caroline Beidler
Cedar Recovery
Charles Swanson
Chelsey Burgess
Chelsi Moran
Christine Buzhardt
Christopher Beets
Chuck Morris
Cigna Health and Life Insurance Company
City of Knoxville Grant
Clear Meadows LLC
Connie Gardner
Cornerstone of Recovery
Courtney Fuson
Courtney Niemann
Covenant Health
Craig Moyer
Crossroads Treatment Center
David Gusar
David Sprouse
Deborah Smith
Debra Stone
Demi Marley Hester
Denise Benoit
Donald Lindsey
Edward Jones
Eleanor Kassem
Elisabeth Feggans
Emily Curran
Emily Shelton
Emmalee Cheshire
Evan Sexton
Ezra Andres-Tysch
Faith Promise Church
First Horizon
Frances Pate
Frank and Virginia Rogers Foundation
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University of Tennessee
USWM, LLC
Vanguard
Vince Johnson
Volunteers for Recovery, LLC
Walton Smith
Webster Bailey
Will Drury
WILLIAM Boyd
Zach Wishart

Thank you for investing in Metro Drug Coalition. We greatly appreciate your caring and compassionate support. We ensure that every donation goes directly to the service and programs MDC implements in our community.

Vision for 2025

MDC will further its mission by fostering deep community collaborations and developing innovative programs in prevention, harm reduction, and recovery support. Together with our partners and neighbors, we aim to strengthen the health and resilience of East Tennessee, building a future where hope and recovery thrive. Below are some of the primary focuses that we will have in 2025.

Prevention: Empowering Future Generations

- Juvenile Detention Center Collaboration: We will create impactful programming to support incarcerated youth, providing prevention education and opportunities for personal growth that address substance misuse and underlying trauma.
- Substance Misuse Education: MDC will expand its evidence-based education programming in Knox County Schools, ensuring students are equipped to make informed, healthy choices.
- Youth Advocacy Revitalization: We will revive the Youth Metro Drug Coalition (YMDC) to elevate youth voices and foster leadership, empowering students to co-create prevention initiatives.
- Trauma-Informed Care for Obstetricians: By training regional obstetricians in trauma-informed care, we will help them provide pregnant patients with compassionate, effective care and support to prevent substance misuse and work toward healing their trauma.
- Youth-Led Campaigns: Collaborating with students, MDC will develop social media campaigns that resonate with their peers, promoting prevention and wellness.
- Consistent Messaging in Schools: Prevention messaging will reach students daily through gymnasium and/or sports field banners, reinforcing positive health behaviors.

Harm Reduction: Saving Lives and Strengthening Communities

- Support for Overdose Survivors and Responders: MDC will support first responders and overdose patients through our new Care Coordinator position, offering critical follow-up care and resources.
- Mission District Medical Outreach: We will continue to expand this vital program, addressing the healthcare needs of our Mission District neighbors and offering overdose response training to community members.
- Community-Based Overdose Preparedness: MDC will continue to foster relationships with residents and organizations, equipping them with the knowledge and tools to save lives.

Recovery Support: Building Connection and Sustainability

- Advisory Committee for The Gateway: A newly established Advisory Committee will help guide the development of innovative, community-driven programming for The Gateway Recovery Community Center.
- Recovery Coalition: MDC will launch a Recovery Coalition to unite organizations and individuals working toward shared goals, amplifying recovery efforts across the region.
- Certified Recovery Community Organization: By working toward RCO certification, MDC will cement its role as a leader in recovery support and advocacy.
- Expanding Education: We will offer robust training opportunities for professionals in addiction treatment and recovery housing, enhancing their ability to serve effectively.
- Membership Model for The Gateway: Implementing a membership-based model will empower participants to take an active role in maintaining and shaping The Gateway's culture, fostering a sense of ownership and accountability.

Collaboration: Together We Achieve More

MDC will continue to prioritize partnerships with aligned organizations as we work toward expanding our reach in all areas of our work. Each time we join together with other organizations, we amplify our impact in prevention, harm reduction, and recovery, creating a healthier community for all.

2025: A Year of Growth, Connection, and Hope

With a steadfast commitment to our mission, MDC will continue to innovate, collaborate, and advocate. By empowering youth, supporting recovery, and saving lives through harm reduction, MDC will lead the way toward a brighter, healthier future.

metro drug coalition

2025 ANNUAL REPORT

October 1, 2024 - September 30, 2025



Letter From Executive Director

This past year has been one of growth, momentum, and deepened community impact for Metro Drug Coalition (MDC). As I continue in my role as Executive Director, I remain grateful for the trust of our Board of Directors, the dedication of our staff, and the generosity of donors, partners, and volunteers who believe in our mission.



Webster Bailey
Executive Director

For nearly four decades, MDC has served as a leader in substance use prevention in East Tennessee. That legacy continues today through evidence-based youth prevention initiatives, community education, policy and legislative engagement, and professional training that equip families, schools, and providers with tools to reduce risk and promote resilience. Substance use prevention remains at the core of who we are, and it is more important now than ever.

At the same time, MDC has expanded its role in recovery support through The Gateway Recovery Community Center. The Gateway has become a regional hub for connection, peer support, services, and opportunity — a place where individuals in recovery find belonging, purpose, and pathways forward. This year, we strengthened our offerings by adding recovery-to-workforce programming, building partnerships with education and training providers, and expanding peer-led services designed to help participants move from vulnerability and instability toward lasting stability and self-sufficiency.

To highlight a few newer partnerships, MDC is:

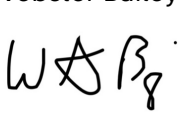
- Providing basic medical care and supplies, including overdose prevention resources, to the unhoused population in Knoxville's Mission District
- Serving as an integral partner in a community-based Opioid Use Disorder initiative providing housing, food, addiction care, case management, and recovery support to Knoxville's most vulnerable residents
- Working with youth incarcerated in the juvenile detention center to deliver prevention and early intervention programming
- Supporting women who are planning for a child, pregnant, or new mothers with high ACE scores to promote healing and prevent intergenerational trauma

These partnership efforts, and several others, reflect our belief that lasting change happens when organizations work together rather than in silos.

Behind every program are the people who make the work possible. I am continually inspired by our staff's compassion, professionalism, determination, and creativity; by a Board that provides guidance and accountability; and by donors and funders who invest not only in services, but in building long-term community capacity. Recently, through collaborative multi-year commitments from key funders, we have made strategic investments in internal infrastructure to ensure MDC is well-positioned for sustainable growth and expanding impact in the years ahead.

Our focus remains clear: strengthen youth prevention, expand recovery opportunities, develop the behavioral health workforce, and deepen partnerships that improve access to care. The challenges in our community are real, but so is the momentum we are building together.
Thank you for standing with Metro Drug Coalition. We are proud of what we have accomplished, and even more excited about what lies ahead.

With gratitude,
Webster Bailey



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Zach Wishart



Our Team

Leadership Team

Webster Bailey, LADAC II, NCAC II, CPRS, RC — Executive Director

Elle Peeples, MA, CPS — Chief of Staff

Miria Galyon — Director of Operations & Administration

Anne Young, MS, LADAC II, CAS — Director of Recovery Support Services

Chastedy Johnson — Director of Communications

Caitlyn Barger— Director of Training and Education

Communications

Allison Havey — Social Media Coordinator

Prevention Team

Maria Valerio, CPS — Assistant Director for Youth Initiatives

Taylor Bunch, MPH — Youth Initiatives Coordinator

Sara Bean — Youth Initiatives Coordinator

Bethany Lemons, CPS II — Prevention Coordinator

Jill Brown-Silvey — Prevention Coordinator

Recovery Team

Pennie Cox, AEMT, CPRS, CIT, MHRO, BLS-I — Care Coordinator for First Responders

Melissa Cunningham — Membership & Volunteer Coordinator

Chaz Hodge — Recovery Coach - Bridge Foundation Program

Denver Johnson, CPRS — Recovery Coach

Amanda Kimbro, CPRS — Recovery Support Specialist

Angel McCaffrey, CPRS-J, RC — Probation Peer Recovery Specialist

Becky Paris — Lifeline Coordinator

Bethany Redwine, CPRS — Intake Coordinator

Brandon Styles, CPRS, RC — Regional Overdose Prevention Specialist

Troie Webb — Regional Overdose Prevention Specialist

Katina Woods, SAC, CPRS — CCAR Recovery Coach

Our Reach

Social Media

9,147

Total Followers
in FY 2025

5,800
FOLLOWERS

1,400
FOLLOWERS

998
FOLLOWERS

949
FOLLOWERS

Earned Media

124

Earned Media Stories
in FY 2025

Engagement

973,418

Post Impressions
in FY 2025



Newsletter

2,659

Newsletter Subscribers
in FY 2025

Community Impact

Metro Drug Coalition (MDC) is a nonprofit organization striving to create a healthy and safe community, free of substance misuse.
We have served the Knoxville community for more than 39 years.
Our goal is to increase access to evidence-based prevention education, overdose prevention programs and recovery support services for anyone desiring to maintain or seek a life free from substance misuse.
Through community collaborative efforts, we can all strengthen families and prevent future generations from the devastating consequences of addiction.

Areas of Focus

PRIMARY PREVENTION	OVERDOSE PREVENTION	RECOVERY SUPPORT



MDC Events



Day of Hope



East Tennessee Opioid Conference





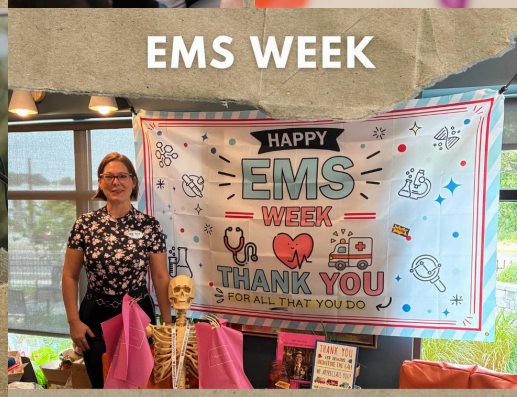
Fentanyl Awareness Day



ThriveFest



International Overdose Awareness Day



EMS WEEK





Pathfinder Ribbon Cutting



Medication Takebacks



Community Champion Awards

Youth Engagement

3,867
YOUTH SERVED
18 years & under



Positive Action

Targeting youth who are indicated to be at greater risk of substance misuse, this curriculum teaches positive coping skills.

15
YOUTH COMPLETED POSITIVE ACTION

Partner Organizations

- Richard L. Bean Juvenile Detention Center
- Elevate High School
- Knoxville Area Urban League

Generation RX

Generation Rx teaches students the importance of medication safety. This program is available beginning in elementary school.

360
YOUTH COMPLETED GENERATION RX

Partner Organizations

- Boys and Girls Club
- Pond Gap Elementary
- Christenberry Elementary
- YMCA afterschool clubs (Shannondale Elementary, Halls Elementary)







97
YOUTH COMPLETED VAPING EDUCATION

5
COMMUNITY PRESENTATIONS

188
YOUTH-SERVING ADULTS TRAINED

Youth Engagement

(Ages 18-24)



4,167
COLLEGE STUDENTS EDUCATED

Campus Initiatives

- Medication Takeback Event
- Monthly Medication Safety Pop-up Events
- Serve on OSFL Prevention team
- Provide policy guidance for OSFL prevention team
- Preventions communication & branding across campus
- Preventative presentations to classrooms & organizations
- Service opportunities
- Attend all outreach events



WORKFORCE DEVELOPMENT/ NON-COLLEGIATE YOUTH

Partner Organizations

- Bryant's Bridge
- GoPlaces
- Young Professionals of Knoxville (YPK)
- Socially Equal Energy Efficient Development (SEEED)'s Career Readiness Program
- KnoxWorx
- Knoxville Homeless Youth Council
- Youth Action Board
- Knox Area Urban League Young Professionals
- Knox Opportunity Youth Network



2,225
Volunteer Hours College Students Completed with MDC

Partnerships

- **University of Tennessee**
  - Center for Health Education and Wellness (CHEW)
  - Office of Fraternity and Sorority Life (OFSL)
  - UT Police Department
  - Melanin Mental Health Alliance
  - Veteran's Success Center
  - Graduate School
  - Pride Center
  - ServeUTK (Volunteer Platform)
  - Jones Center for Service and Leadership
  - SWORPS
  - Rocky Top Recovery
  - Physical Education Department
  - Sources of Strength
  - UTK Pride
  - Department of Public Health
- **South College**
  - Annual all-day workshop with SNPHA for Pharmacy students about to begin rotations
  - Had one takeback event at South College
  - New partnership with South College's Student Affairs Department
- **Johnson University**
  - New partnership
- **Pellissippi State Community College**
  - Serving three campuses: Magnolia, Hardin Valley, and Strawberry Plains
  - Tabling on campus
  - Speaking at monthly events on Magnolia campus
  - Training for counselors & athletes
  - Partnership with police department







Preventing Underage Drinking

Reducing Retail Access

- **Compliance Support**
  - Provided resources for retailers who fail compliance checks
  - Recognized retailers in newsletter
- MDC provides all new permit holders with a packet of resources, including an ID coder, ID checking guide, and window clings.



174
Resource Packets Distributed to New Permit Holders

17
Retailer Consultations

100
Trained in Preventing Underage Sales

Reducing Social Access

4
CAMPAIGNS

- **Social Media**
  - Football
  - Sober Prom
  - MINI ME
- **DMV**
  - Be A Parent, Not A Peer

3,996,209+
IMPRESSIONS







Medication Safety

1,000+

Medication lock boxes distributed

2 Medication Collection Events

Medication collection events included two DEA National Take Back days

1,046 Pounds of Medications Collected

10 Medication Safety Pop-Ups

Pop-ups focus on educating college students on the importance of medication safety.







Overdose Prevention

Regional Overdose Prevention Specialists (ROPS) are located throughout the state of Tennessee as a point of contact for training and education on opioid overdose and for overdose prevention through the distribution of naloxone.

Naloxone Distribution

18,100
NALOXONE KITS DISTRIBUTED

7,950
NARCAN KITS

CONTAINS 4 MG OF NALOXONE

10,150
KLOXXADO KITS

CONTAINS 8 MG OF NALOXONE





75
OVERDOSE PREVENTION TRAININGS

1,481
INDIVIDUALS TRAINED

Overdose Prevention Outreach

15,000
FENTANYL TEST STRIPS DISTRIBUTED

465
NEEDLES DISPOSED

1,000
CPR MASKS DISTRIBUTED

1,110
SAFE SYRINGE BOXES DISTRIBUTED

1,800
CONDOMS DISTRIBUTED

670
WOUND CARE KITS DISTRIBUTED

Mental Health

Mental Health First Aid

Adult & youth mental health first aid classes teach the skills to identify, understand, & respond to the signs of mental illness and substance use disorders.

37
CLASSES TAUGHT

321
INDIVIDUALS TRAINED



QPR Suicide Prevention

People trained in QPR learn how to recognize the warning signs of a suicide crisis and how to question, persuade, and refer someone to help.

2
CLASSES TAUGHT

250
INDIVIDUALS TRAINED

TNACES
A Metro Drug Coalition Initiative



55
FAMILIES SERVED

8
COMMUNITY PRESENTATIONS

Our ACEs program offers trauma-informed support, coping strategies, and resiliency tools for moms in East Tennessee. We create safe spaces where moms can share experiences, reduce stigma, and receive strength-based support.

Recovery Housing Support Fund

The Recovery Housing Support fund was established in 2018 with funds generated by MDC's second Recovery Resource Fair. Over the lifetime of the fund, MDC has paid deposits for individuals to enter sober living who would not have had the resources to go otherwise. MDC has received donations and grant dollars from both individuals, local and state government, as well as funds raised by our organization.

269

Individuals Received Recovery Housing Scholarships in FY 25.

$76,150

Given in Recovery Housing Sponsorships in FY25

*We have **38** recovery residences on our approved housing list.*



Recovery Coaching

Recovery Coaching is a form of strength-based, healing centered supports for persons in or seeking recovery from alcohol or other substances. Similar to life and business coaching, Recovery Coaching is a type of partnership where the person in or seeking recovery self-directs their recovery while the coach provides expertise in supporting successful change.

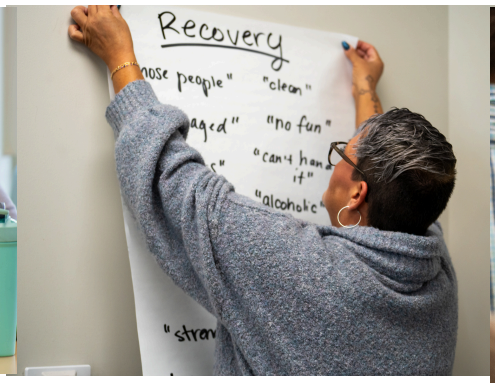


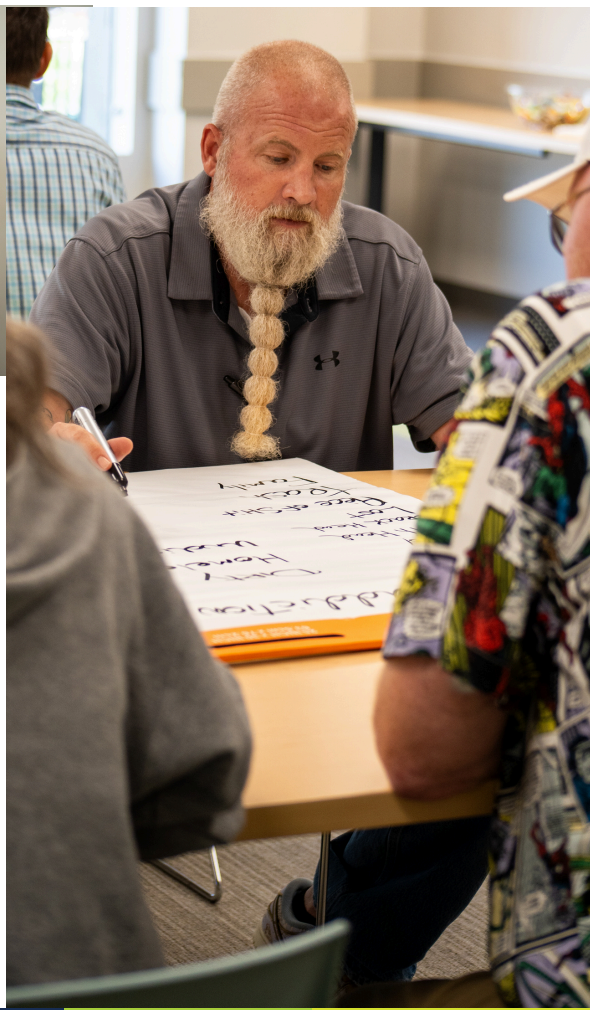
63 **Coaches trained in the CCAR Recovery Coach Academy in FY25.**

525 **Individuals engaged in recovery coaching in FY25.**

456 **Individuals connected to alcohol and drug treatment, regionally**







TDMHSAS FAITH-BASED INITIATIVE

Faith Based Coordinator working in conjunction with Metro Drug Coalition to reach the 33 counties in East Tennessee's Grand Division. Efforts include spreading awareness and education in substance misuse and mental health. Promoting community involvement for congregations in facilitating forums to inform on mobilization efforts, stigma reduction and provide referral resources for individuals and families effected by substance misuse and mental health issues. Duties include traveling to congregations in the east region, conducting trainings, community forums and connecting congregations/individuals with the appropriate referral agencies.

185

Presentations were given by the Faith-Based Coordinator during FY 25.

14

Congregations became Certified Recovery Congregations during FY 25

The Gateway

TOTAL SERVICES DELIVERED

Opening 9/2022 - 9/30/25

124,172

TOTAL SERVICES DELIVERED

FY 25

43,311+

NUMBER OF PARTICIPANTS IN PROFESSIONAL DEVELOPMENT TRAINING

528









PROFESSIONAL DEVELOPMENT TRAININGS

55



GATEWAY MEMBERS

713



An Update on The Gateway



Anne Young
Director of Recovery Support Services

The Gateway Recovery Community Center envisions a future where every individual seeking recovery has access to compassionate, evidence-based, and community-driven support that fosters lifelong wellness, purpose, and belonging. Recovery is more than abstinence—it is the opportunity to live a healthy, self-directed, and meaningful life while contributing to family, community, and the workforce. Over the past year, we have solidified our reputation as the principal hub for recovery resources, not only locally but also statewide. Our innovative and creative recovery services are being recognized and celebrated, and we are committed to continuing this trajectory of growth and excellence. We are poised to be a change agent for recovery culture in East Tennessee and beyond.

This year, The Gateway has made significant strides in providing a safe and supportive environment for individuals seeking recovery from substance misuse. Individuals have the opportunity to learn new skills, experience healing, and find a community that understands and supports their recovery journey. Our innovative services have set us apart. We have introduced a variety of programs that cater to the increasing needs of our community, ensuring that everyone who walks through our doors finds the support they need. These services have been instrumental in helping individuals rebuild their lives and regain their independence. The recognition we have received from both local and statewide communities is a testament to the hard work and dedication of our team. We are proud to be seen as leaders in the field of recovery support, and we will continue to innovate and expand our services to meet the evolving needs of our community. The Gateway remains committed to ensuring equitable access to recovery support services for all individuals, regardless of background, identity, or stage of recovery.

Goals for the New Year

As we look to the future, we have set ambitious goals to further enhance our services and support:

1. Certified Recovery Community Organization (RCO): This past year we applied for membership in Faces and Voices of Recovery. This application represents the first step toward becoming a Certified Recovery Community Organization (RCO), which will further solidify our standing nationally and enable us to provide even more comprehensive support. Our next steps include exploring certification requirements and timelines.
2. Recovery Support Service Advisory Council: The Gateway is guided by a Recovery Support Services Advisory Council composed of more than 80% individuals in personal recovery. Through this council, the Gateway ensures that services are shaped by lived experience, community voice, and real-world relevance. This year, this council will help strategically plan future initiatives that promote long-term outcomes for our members and the recovery community.
3. Education and Professional Growth: Continuing to foster, educate, and grow addiction professionals through evidence-based practices and curricula is a priority. Through our Trinity grant, we have the funding to take this initiative to the next level, clearly establishing MDC and The Gateway as the Addiction Professional Education experts in the East Tennessee region. This initiative and education opportunities for substance-use professionals will inevitably improve addiction treatment outcomes for the region. We will also continue providing ongoing training and development opportunities for our team and members so they are equipped with the latest knowledge and skills.
4. Workforce Development and Funding: We will seek to enhance our workforce development capacity and secure funding to support these initiatives. By expanding our class offerings, we are creating clear pathways to employment, credentialing, and long-term stability for individuals in recovery. Next steps are to build additional community partnerships to further this vision and continue to evaluate effectiveness.
5. Coordinated Volunteer Opportunities: Providing recovery supportive volunteer opportunities to the broader community is essential in decreasing stigma and fostering a supportive environment. We will actively engage volunteers and provide meaningful opportunities for them to contribute. We will create new opportunities for volunteers to participate in Gateway initiatives.
6. Champions and Recovery Advocates: Finding champions and engaging people in providing Gateway programs is crucial. Identifying what services are still needed and finding the right champion to support our mission is ongoing. We will collaborate with individuals and organizations who are advocates for recovery and willing to help provide needed services.
7. Recovery Residence owners: Engage recovery residence owners in education opportunities, owner/operator support, continuing to connect them with best practice and skills to implement. We will establish opportunities for recovery house owners that serve as a catalyst for cultural and systems change in recovery. Our vision is a community where recovery leads to stable housing, meaningful employment, civic participation, and a strong sense of purpose.

As we move into the coming year, The Gateway Recovery Community Center is poised to expand its reach, deepen its impact, and shape the future of recovery support in East Tennessee and beyond. Through innovation, collaboration, and an unwavering commitment to compassion and lived experience, we are building a community where recovery is not only possible—but expected and supported.

Vision For 2026

Metro Drug Coalition believes East Tennessee can be a place where prevention is strong, recovery is visible, and every person has the opportunity to build a healthy future. As we move into 2026, our work continues to align with national priorities reflected in the newly released Great American Recovery Initiative (GARI), the SUPPORT Reauthorization Act, and the STREETS Initiative - frameworks that emphasize prevention, coordinated systems of care, and long-term recovery support.

Here at MDC, that alignment translates into action.
We are expanding our primary prevention work so children and families receive support before substance misuse ever begins. We are broadening the reach of overdose prevention by training frontline agencies, businesses, schools, and community partners - multiplying life-saving knowledge and placing overdose reversal medications into more hands. We are strengthening opportunities at The Gateway Recovery Community Center so members can build a stable foundation for recovery through an expanded menu of classes and services, including job readiness, relapse prevention, recovery stability, and the development of strong, healthy social networks that support long-term connection (the opposite of addiction is connection).

Through our new Training and Education Department, we are investing deeply in the people who care for our community. Expanded professional development will support mental health and addiction treatment workers, family members seeking education and support, and individuals in early recovery who want to transform lived experience into meaningful careers in behavioral health. This work strengthens today's workforce while preparing the next generation of prevention, peer support, treatment, and recovery leaders.

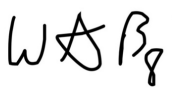
At the organizational level, MDC is increasing the strength and capacity of our internal supports through strategic leadership growth. The addition of a Chief of Staff role will provide stronger coordination and operational support across our departments and programs. A new partnership with a nonprofit-focused financial management firm will strengthen fiscal oversight and long-term sustainability at a critical moment of organizational growth. Together, these investments ensure our infrastructure grows alongside our impact and that we steward resources responsibly.

Our work is about more than programs. It is about people. It is about families staying intact, young people discovering their potential, and neighbors helping neighbors move forward toward healthier, more hopeful futures.

With the support of donors, partners, and community members, Metro Drug Coalition is building an interconnected system designed to last. Our work is rooted in compassion, accountability, and shared responsibility. Together, we are shaping a future where prevention works, recovery thrives, and hope is visible in every corner of our community.

2026 is going to be a transformational year for MDC and for our community.

Yours in recovery,
Webster Bailey



Erin Read
Executive Director
Knoxville-Knox County Office of Housing Stability
405 Dante Road
Knoxville, TN 37918

July 6, 2026

To Whom It May Concern,

On behalf of the Knoxville-Knox County Office of Housing Stability (OHS), serving as Lead Agency for the Knoxville/Knox County Continuum of Care (CoC), I affirm our commitment to actively participate in and support Knox County's application to the Substance Abuse and Mental Health Services Administration's Safety Through Recovery, Engagement, and Evidence-Based Treatment and Support (STREETS) grant program.

The need for this initiative is clear in our community. The 2026 Knoxville-Knox County Point in Time Count identified 239 individuals experiencing unsheltered homelessness. Among those surveyed, 136 reported a diagnosed mental health condition and 133 reported alcohol or drug use. These findings underscore the need for a coordinated response that combines persistent street engagement, behavioral health and substance use treatment, and pathways to stable housing.

OHS and the CoC are committed to helping build that coordinated response by supporting the integration of STREETS with Knoxville and Knox County's existing homeless response system. Through this partnership, we will contribute our expertise and infrastructure in homeless system coordination, Coordinated Entry, the Homeless Management Information System (HMIS), housing pathways, provider engagement, system-level data and performance measurement, and cross-system collaboration.

Specifically, OHS, in its role as CoC Lead Agency, commits to:

- Participate in STREETS governance, regular partner meetings, implementation planning, and continuous quality improvement activities.
- Convene and engage relevant homeless service, street outreach, shelter, and housing providers to support coordinated implementation and reduce duplication across systems.
- Collaborate in developing bidirectional referral pathways between STREETS and Coordinated Entry, including pathways for individuals identified through the homeless response system who

may benefit from STREETS services and for STREETS participants who need connection to Coordinated Entry and appropriate housing resources.

- Support coordination with the CoC's existing housing system and provider network to identify appropriate housing pathways for eligible participants.
- Provide relevant system-level homelessness data and performance measures to support planning, evaluation, and continuous quality improvement.
- Collaborate with KnoxHMIS and other partners, as appropriate, to support referral tracking, housing outcome measurement, and coordination of relevant data consistent with applicable privacy, confidentiality, consent, and data-sharing requirements.
- Support coordination among street outreach partners and contribute to environmental scanning and hotspot mapping efforts by helping connect existing homeless response information with other relevant community data sources.
- Explore opportunities for coordinated case conferencing for individuals engaged with both STREETS and the homeless response system, subject to appropriate participant consent, releases of information, and data-sharing requirements.

We recognize the importance of connecting behavioral health treatment, recovery supports, street outreach, and housing resources through a coordinated community response. OHS and the Knoxville/Knox County CoC are committed to working alongside Knox County and STREETS partners to strengthen these connections, improve transitions between systems, and support improved treatment, housing, and long-term stability outcomes for individuals experiencing homelessness and serious behavioral health and substance use needs.

We look forward to partnering with Knox County and participating in the successful implementation of the STREETS initiative.

Sincerely,

Erin Read
Executive Director
Lead Agency
Knoxville-Knox County Continuum of Care (TN-502)

Strategic Plan 2026-2028

Knoxville-Knox County

Continuum of Care (TN-502)

September 2025

Office of Housing Stability

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Introduction

As homelessness has grown in Knoxville and Knox County since 2018, community leaders have recognized the increasing burden on residents, businesses, homeless service providers, community systems such as health care and law enforcement, and most of all on the people experiencing homelessness themselves. In September 2023, after months of preparation, the administrations of City of Knoxville Mayor Indya Kincannon and Knox County Mayor Glenn Jacobs created the Knoxville-Knox County Office of Housing Stability (OHS). Their purpose was to forge a truly collaborative effort to address homelessness across both jurisdictions.

OHS staff quickly identified cold-weather shelter as an immediate need and forged partnerships with local churches and nonprofits to support their work as warming centers. In the winter of 2023–2024, at least 287 individuals and families sought shelter at these warming centers; that number rose to more than 400 in the winter of 2024–2025. Existing year-round shelters were simultaneously operating at capacity, sheltering an additional 400 people.

In spring 2025, OHS officially became the Lead Agency of the Knoxville-Knox County Continuum of Care (CoC). The CoC is the federally recognized local planning body responsible for coordinating the community's response to homelessness, including system-wide planning, governance, data management through the Homeless Management Information System (HMIS), and the application for and oversight of certain federal funding streams. The CoC Board provides formal governance and strategic oversight, setting policy, approving community-wide goals, and ensuring compliance with federal regulations. As the new Lead Agency, OHS provides the administrative backbone for these efforts: convening partners, facilitating funding competitions, managing HMIS in collaboration with the HMIS lead, and ensuring that CoC policies and initiatives are implemented consistently across Knoxville and Knox County.

Vision

A continuum of services that prevent and end homelessness, and where every resident has access to safe, affordable, and stable housing.

Mission

The Knoxville-Knox County Continuum of Care mobilizes community partners to make homelessness rare, brief and non-recurring through collaboration, data-driven strategies, and a client-centered approach.

Knoxville-Knox County Continuum of Care

The Knoxville-Knox County Continuum of Care (CoC) is the U.S. Department of Housing and Urban Development's (HUD) designated planning body for organizing and delivering a comprehensive, community-wide response to homelessness. The CoC brings together local governments, nonprofit service providers, faith-based and philanthropic partners, people with lived experience of homelessness, and other stakeholders to plan, coordinate, and evaluate strategies that prevent and end homelessness. In addition to facilitating collaboration across a broad network of partners, the CoC is responsible for developing a communitywide strategic plan, setting performance standards, monitoring outcomes, and ensuring that federal, state and local resources are used effectively.

Governance of the CoC is vested in the CoC Board, a representative body of key stakeholders that sets policies and priorities, approves funding applications, and ensures compliance with HUD requirements. The Board is supported by committees and workgroups that focus on specific elements of the homeless response system, such as Coordinated Entry, data quality, and performance evaluation, ensuring that planning and decision-making reflect both technical expertise and the insights of people with lived experience.

As the newly designated Lead Agency, the Knoxville-Knox County Office of Housing Stability (OHS) serves as the administrative backbone of the CoC. OHS convenes the full membership, provides staff support to the Board and its committees, and manages the annual HUD funding competition and related contracts. OHS also partners with the Homeless Management Information System (HMIS) Lead to maintain and improve the community's data infrastructure, ensuring that decisions are grounded in accurate, timely information. By fulfilling these responsibilities, OHS helps the CoC sustain a coordinated, accountable, and data-driven system capable of making homelessness in Knoxville and Knox County rare, brief, and non-recurring.

Strategic Planning Process

This three-year strategic plan, while setting goals through 2028 in some cases, was developed through a comprehensive, multi-stage planning process. OHS and the CoC Board convened five geographically distributed public listening sessions (north, south, east, west, and city center) attended by more than 100 participants, with an additional 28 people providing input online. Participants shared how homelessness affects their families, neighborhoods, and workplaces; what assistance they would need if they themselves became homeless; and which interventions they see as most critical. Themes included deep concern and compassion for those experiencing homelessness alongside frustration and a sense of powerlessness; calls for more resources and faster interventions to prevent downward spirals; and recognition of the importance of faith communities and families in offering help.

OHS and its partners also interviewed more than 80 individuals experiencing homelessness and facilitated a focus group of 15 residents of permanent supportive housing. These conversations underscored the importance of personal relationships, outreach workers, and case managers; highlighted barriers such as long waiting lists, unaffordable housing, lack of transportation, and the impact of criminal justice involvement; and emphasized the need for safe places to rest, access to toilets, and storage for personal belongings.

The results of this extensive input process directly informed the priorities of the plan and ensured that the strategy to make homelessness rare, brief, and non-recurring is grounded in both broad stakeholder perspectives and the lived experience of those most affected.



Plan Structure and Goals

The plan is organized around **five overarching goals** that together describe the system-level changes required to prevent and end homelessness in Knoxville and Knox County:

Goal 1	**Ensure a Homeless Services System that Responds with Urgency and Efficiency**
Goal 2	**Prevent Homelessness**
Goal 3	**Reduce Unsheltered Homelessness**
Goal 4	**Increase Access to Permanent Housing for Homeless Households**
Goal 5	**Expand Funding Capacity and Sustainability of the Homeless Services System**

Each goal includes specific, measurable objectives with timelines and responsible parties. A consolidated total timeline appears at the end of the plan to provide a system-wide view of implementation milestones.

Goal 1

Ensure a Homeless Services System that Responds with Urgency and Efficiency

Objective 1: Establish new leadership (Continuum of Care Board) and administrative support (Lead Agency) for the Continuum of Care by 2026.

1.1 Strengthen planning for local homeless services

Action	Responsible	Timeline
Establish and implement community-level written standards for homeless services.	OHS, Lead Agency/Policy Development Work Group	Year 1
Assure appropriate referrals between homeless service providers, reduce overlap in services and facilitate future planning efforts.	OHS	Year 1-3

1.2 Improve governance and representation in the Continuum of Care

Action	Responsible	Timeline
Establish a governance charter for the CoC Board.	OHS, CoC Governance Work Group	Year 1
Create a Lived Experience Advisory Board (LEAB) with compensated members.	OHS, Homeless Coalition	Year 1
Ensure LEAB members participate in CoC committees and planning.	OHS, Lead Agency/Policy Development Work Group	Ongoing

1.3 Enhance Coordinated Entry System

Action	Responsible	Timeline
Require all homeless service providers that receive local homelessness funding or federal CoC or ESG funding to use the Coordinated Entry System.	OHS, HMIS, City and County government, Coordinated Entry Work Group	Year 1
Improve the Coordinated Entry System based on feedback from providers and clients.	OHS, HMIS, Coordinated Entry Work Group	Year 1
Complete a housing needs analysis by subpopulation using HMIS data and share with providers and local government partners.	HMIS, OHS	Year 1–2

1.4 Conduct housing inventory and gap analysis specific to homelessness

Action	Responsible	Timeline
Maintain ongoing gap analysis of housing needs to address current level of homelessness: ◦ Housing ◦ Available properties ◦ Funding sources ◦ Support services ◦ Shelter diversion efforts	OHS	Year 1; Ongoing – Conduct gap analyses every 6 months for prioritization of funding and programming.

Goal 2

Prevent Homelessness

Objective 2: Increase the number of households who avoid homelessness through shelter diversion services by 150%.

Baseline: In the second quarter of 2025, in an average month, 12 people avoided homelessness through shelter diversion services. A 150% increase would bring that total to 30 people per month.

2.1 Expand shelter diversion

Action	Responsible	Timeline
Establish written standards for shelter diversion.	OHS, Policy Development Work Group	Year 1
Define partnerships for diversion opportunities.	OHS, providers	Year 1; Ongoing

2.2 Develop housing navigation program

Action	Responsible	Timeline
Pilot a program based on best practices.	OHS, providers	Year 1; Possibly Ongoing
Assess pilot program, local needs and resources.	OHS, providers	Year 1 – 2; Ongoing

Goal 3

Reduce Unsheltered Homelessness

Objective 3: Decrease unsheltered homelessness by 15% over 3 years.

Baseline: In the first quarter of 2025, there was a monthly average of 689 people enrolled in street outreach services. A 15% reduction would bring that number down to 586.

3.1 Expand homeless shelter and warming center capacity

Action	Responsible	Timeline
Increase shelter capacity by 35%. Potentially include seasonal shelters and warming centers as needed during freezing weather.	OHS, providers	Year 1; Ongoing as needed

3.2 Increase homeless day center capacity

Action	Responsible	Timeline
Pilot a Day Center program based on best practices.	OHS, on-site provider, partner providers	Year 1; Possibly Ongoing
Assess pilot program, local needs and resources.	OHS, providers	Year 1 – 2; Ongoing
Improve Access to Sanitary Facilities for the Day Center and Day Space.	OHS, on-site provider	Year 1; Ongoing

3.3 Improve access to health services for people experiencing homelessness

Action	Responsible	Timeline
Increase coordinated care with medical and behavioral health service providers serving homeless patients	KCHD, OHS, providers	Year 1; Ongoing

3.4 Expand employment opportunities for people experiencing homelessness

Action	Responsible	Timeline
Develop on-site partnerships with employment service providers at the Day Center and Day Space.	OHS, employment service providers, homeless service providers	Year 1; Ongoing

Goal 4

Increase Access to Permanent Housing for Homeless Households

Objective 4a: Increase permanent housing placements for homeless households by 20% by 2028.
Baseline: In the first quarter of 2025, 246 homeless individuals exited the system housed. An increase of 20% would bring this total to 296 people every quarter. (HMIS)

Objective 4b: Reduce average duration of homelessness by 60 days by 2028.
Baseline: In the first quarter of 2025, the average duration of homelessness was 280 days, over twice the five-year average of 137 days. A reduction of 60 days would bring it to 220 days. (HMIS)

4.1 Maximize housing resources for homeless households

Action	Responsible	Timeline
Establish written standards for both Permanent Supportive Housing and Rapid Rehousing programs.	OHS, Lead Agency, Policy Development Work Group	Year 1; Ongoing
Explore options for increasing Permanent Supportive Housing, Rapid Rehousing and other needed housing resources.	OHS, private development partners, local government partners, local funders	Year 1-3; Ongoing

Objective 4c: Achieve Functional Zero for Veterans Experiencing Homelessness – House more veterans from homelessness than are becoming homeless by 2030. Baseline: In the first quarter of 2025, there were 138 homeless veterans in Knoxville and Knox County. (HMIS)

4.2 Expand veteran housing options to consistently progress annually toward functional zero

Action	Responsible	Timeline
Increase access to affordable permanent housing for veterans through review of policies and prioritization, inventory options (1.4) and landlord coordination.	OHS, HMIS, providers	Year 1–2; Ongoing
Define benchmarks for reaching functional zero (e.g., <10 veterans homeless at any time).	OHS, HMIS, providers	Year 1; Ongoing

Goal 5

Expand Funding Capacity and Sustainability of the Homeless Services System

Objective 5: Increase funds flowing through the lead agency to support homeless services by 15% by 2028.

Baseline: In 2025, $2.314 million flowed through the Office of Housing Stability to support homeless services and the administration of the homeless services system. A 15% increase would bring that number to $2.661 million.

5.1 Increase grant funding opportunities

Action	Responsible	Timeline
Improve CoC grant application score to 165 out of 200 (from the 2024 score of 150).	OHS, CoC Board	Year 1-3 progressively
Submit applications for bonus projects annually to the CoC grant program.	OHS, providers	Year 1-3
Identify and apply for privately funded grants.	OHS, providers	Year 1-3
Create and maintain a state funding opportunities sheet for providers.	OHS	Updated quarterly

5.2 Increase local funding opportunities

Action	Responsible	Timeline
Increase local funding for the CoC Lead Agency/OHS by 3% annually over 3 years.	City and County elected officials	Year 1–3

5.3 Develop philanthropic contributions

Action	Responsible	Timeline
Engage at least 3 philanthropic partners to support homeless services.	OHS, city/county officials	Year 1–3

Knoxville-Knox County Office of Housing Stability
www.knoxtnhousing.org
405 Dante Road Knoxville, TN 37918
office@knoxtnhousing.org

Office of Housing Stability

VOLUNTEER MINISTRY CENTER

PREVENTING & ENDING HOMELESSNESS

July 9, 2026

From: Volunteer Ministry Center (VMC)

Subject: Letter of Commitment for Knox County SAMHSA STREETS Grant Application

On behalf of VMC, I affirm our commitment to actively participate in and support the objectives of Knox County's application to the STREETS grant program.

We agree to adhere to all program requirements, including compliance with federal guidelines, reporting standards, and collaborative practices, recognizing the importance of this partnership in achieving shared goals. Our organization is dedicated to contributing to the success of this initiative by providing **Street Outreach and Case Management service roles as identified in the NOFO**.

VMC currently operates a full-time Street Outreach Team in Knoxville/Knox County and has been established and growing (both in resources and services) since 2018. Contract services include local, state and federal contracts for services that include the City of Knoxville, Knox County, and HUD.

VMC agrees to the NOFO requirements that are already inherent in our daily activities. These include:

- Participate in regular partner meetings.
- Share relevant data and outcomes for evaluation purposes.
- Coordinate with other partners to ensure integrated service delivery.

Additionally, we agree to consider other roles and services upon planning and execution of the grant, as needed and funded. The entirety of our commitment is contingent on approved funding budgeted and necessary to carry out the grant commitments, upon approval from SAMHSA and Knox County.

Questions can be directed to Mary Beth Ramey, Chief Grants & Compliance Officer: MRamey@vmcinc.org, or (865) 524-3926 x 229.

Sincerely,

Tracey Williams
CEO

VMC

P.O. Box 27406, Knoxville, TN 37927
511 N. Broadway, Knoxville, TN 37917

865.524.3926 | info@vmcinc.org
VMCINC.ORG



Volunteer Ministry Center

2023 ANNUAL REPORT



Tracey Williams, VMC CEO

2023 – A Year of Transition

I started my tenure at VMC January 22, 2024, and this annual report is a review of 2023. Although I was not yet in place, I have spent much of my first year reviewing our past performance, most especially, 2023—our year of transition.

We can't talk about 2023 without talking about **Bruce Spangler.** March 31, 2023, was Bruce's last day at VMC after leading VMC through 17 years of tremendous success and growth. His compassion and commitment to vulnerable people led us through some tough times, including COVID-19 and the soar in needs of the already challenged homeless community.

"Replacing" Bruce proved harder than we thought, and so the **Reverend Bo Townsend,** who had already led the financial charge to conceptualize and bring Caswell Manor to life, stepped in to bridge the gap until I could make my way here from Florida.

Caswell Manor was certainly our success story for 2023 as we finished construction on our second Permanent Supportive Housing (PSH) development. In 2023, we opened the doors for what would become home to 48 previously unhoused neighbors — many who came directly from living on the streets or encampments.



Tracey Williams, current VMC CEO, with former VMC CEOs Ginny Weatherstone and Bruce Spangler.

During the leadership turnover in 2023, Bo and our Board of Directors dug in and set VMC up for success by engaging with outside professionals. These brightest and best companies helped us update everything from our technology to accounting. We outsourced key positions (CFO, asset management, etc.) to ensure we had continuity of operations and engaged in best practices to allow staff to dedicate more time to the quality and sustainability of our programs and mission. Speaking of sustainability, 2023 also brought us a **two-million-dollar opportunity** to start an endowment fund—and with your help, we met that goal in 2024.

And so, we start **the next chapter of VMC** built on years of faithful support from hundreds of dedicated people like you.

All of this requires the best team and we are proud to tell you that, not only have we stabilized, but are stronger than ever and ready to step up our quest to **end and prevent homelessness.**

Thank you for staying true to VMC though our growing pains of 2023-24. We couldn't be more excited about the years ahead of us. Stay tuned, get involved, and reach out to me directly if you want to discuss opportunities for collaboration and success.

Gratefully,

Tracey Williams

A Message *from the Chairman of the Board*



Nancy Friedrich, Chairman of the Board

2023 was a year of tremendous excitement and anticipation as we faithfully laid the foundation for an even more impactful VMC future.

The year began with the opening of Caswell Manor, the new VMC permanent supportive housing development. Countless volunteer hours and generous donors made it possible for 48 chronically homeless individuals to leave the streets and be housed in their own beautiful apartment.

Then, the VMC Endowment: What a Game Changer! A long-time supporting foundation, a fervent believer in the VMC mission, pledged $1 million to VMC with the provision we raise $1 million in matching funds. This adds a level of financial strength to VMC we haven't had before.

The year wrapped up with the hiring of our new CEO Tracey Williams. You have read her impressive list of accomplishments in previous communications, but I will state again: Tracey's incredible vision, managerial skills and boundless energy shine a bright spotlight on VMC today and into the future.

To all of you who love and support the VMC mission of ending and preventing homelessness, thank you. It is an exciting time to be a part of VMC!

With thanks,

Nancy Friedrich



Housing is the solution to homelessness. With the opening of Caswell Manor in 2023, 48 formerly chronically homeless individuals with a disability now have a permanent home.

2024 Board of Directors

David Arning	Ross Goodman	Darrell Murrell
Kaleb Buckner	Felix Harris	Alison Oakes
Susan Conway	Rick Jenkins	Hunter Purnell
Nancy Friedrich	Anna Justice	Ragan Schriver
Phillip Furlong	Cara Knapp	Laura Seymour
Richie Gandy	Ken Knight	Mark Walker
Hitch Gilchrist	Greg Marret	Eboni Winford

The Resource Center

Utilizing the "Housing First" model, the Resource Center is an evidence-based transitional day program using case management services to assist people experiencing homelessness to attain affordable, permanent housing. Also provided are the additional skills and supportive services required to maintain that housing. The Resource Center provides a safe and supportive daytime environment in which clients can access meals, showers, laundry, telephone, mail, computers, and classes on a variety of topics such as anger management, personal responsibility, alcohol and drug education, self-esteem, and basic life skills.

2023 Resource Center Statistics

VMC's housing programs resulted in **98** housing placements with **52** of those through the Resource Center. Since 2007 a total of **1,326** have achieved housing. Our housing retention rate is **91.1%** measured after one year in housing. The national average is 85%.



Resource Center Staff Gail Mullins and Todd Townsend manage daily activities of participants in the VMC Resource Center.

The Bush Family Refuge

The Refuge serves individuals who are in crisis and who may be at risk of losing their housing. It also serves the homeless who need an assessment for services. Services provided include assistance with rent, utilities, transportation, prescriptions, birth certificates and state-issued identification, and CHAMP assessments. Volunteers assist with all aspects of the Refuge program. The focus of the Refuge is the prevention of homelessness and housing stabilization. Referrals to other services and agencies are made as appropriate.

2023 Bush Family Refuge Statistics

- **181** households received homeless prevention services.
- **655** individuals were assisted with birth certificates/state issued IDs.
- **1,493** total individuals served.



Refuge volunteer and VMC Board Member Rick Jenkins listens with compassion to a neighbor requesting assistance.

The VMC Dental Clinic

Located at our main campus, the VMC Dental Clinic has been providing oral health care to individuals experiencing homelessness and the very low income of Knox County since 1998. Staffed by volunteer dental professionals, the VMC Dental Clinic provides comprehensive dental services at no charge to a segment of our community who would otherwise not receive dental care.

2023 Dental Clinic Statistics

- **577** patient visits.
- **1,242** procedures performed.
- **32** sets of dentures were provided.



Colleen has a big, beautiful smile after receiving dental services in the VMC Dental Clinic.

Minvilla Manor & Caswell Manor



Minvilla Manor



Caswell Manor

Providing a moderate supportive environment to former chronically homeless and disabled individuals, Minvilla Manor has 57 apartment units for single residents and Caswell Manor has 48 apartment units. The supportive services are "in-house" to assist and empower every resident with the objective of long term tenancy and to secure appropriate medical/behavioral services. Minvilla and Caswell offers on-site case management services and twenty-four hour staffing. This ensures a high level of security for the residents. Social activities are also provided.

2023 Minvilla Manor & Caswell Manor Statistics

67 individuals lived in Minvilla Manor, and **56** individuals lived in Caswell Manor.

Street Outreach Services & The Foyer

Street outreach workers engage the most vulnerable of our homeless neighbors with the intent of connecting them to housing case management services. They also made referrals to the Foyer, a low-barrier housing-focused emergency overnight shelter to those who, for multiple reasons, were not accessing a traditional shelter.



Street Outreach Worker Dyrl Higdon engages neighbors under the bridge.

As an entrée to housing, the Foyer provided overnight accommodations for 30 people, paired with direct and indirect access to social services. Accommodations for companion pets were also provided at the Foyer.

2023 Street Outreach & Foyer Statistics

270 individuals engaged through Street Outreach. **100** individuals in overnight shelter at the Foyer.

Our Mission

> Ending and preventing homelessness through compassion, accountability, and results.

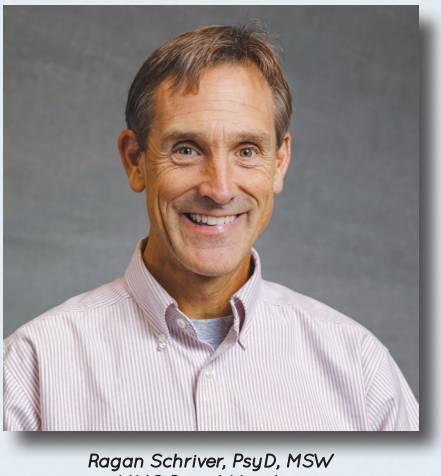
Three big words...

Compassion: meeting people where they are in their hour of greatest need, holding them in positive regard even as we see the possibility of a higher level of functioning and self-sufficiency.

Accountability: expecting those we serve to be an active part of their own recovery, expecting them to do what they agree to do as part of their plan.

Results: seeing those we serve move into a better life as people with housing and a plan for the future, seeing them maintain their housing with a long-term plan for sustainability.

> I remember when VMC was merely a drop-in center providing an important service, but not significantly improving the lives of the neighbors they served. VMC gave up their line of service to make a true mark on the lives of the clients. The move toward permanent supportive housing has been a game changer for so many.



Ragan Schriver, PsyD, MSW
VMC Board Member

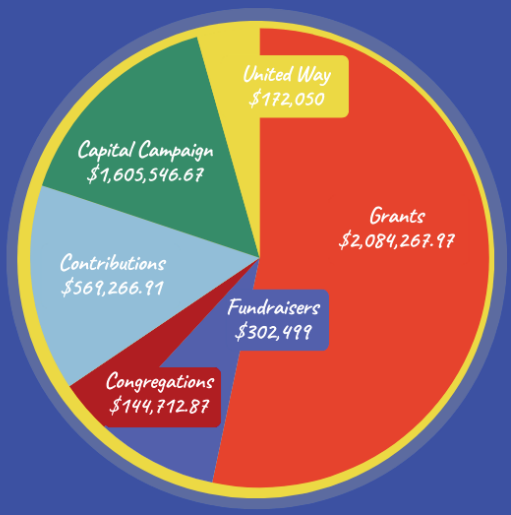
Volunteer Ministry Center's focus on permanent supportive housing offers more than just a roof over one's head—it provides stability, dignity, and the critical services needed to break the cycle of homelessness. It's not just about shelter, but about giving individuals the opportunity to rebuild their lives with the support they deserve, leading to healthier communities and more hopeful futures for all.

- Ragan Schriver

2023 VMC FINANCIAL SUMMARY

Revenue = $4,526,918 ↑ 21% from 2022

- **GRANTS: 53.3%**
  Foundations, FEMA, HUD, City of Knoxville, Knox County, and State of Tennessee.
- **CAPITAL CAMPAIGN: 15.5%**
  VMC hosted a capital campaign in 2022-2023 to raise funds to build 48 apartments known as Caswell Manor.
- **CONTRIBUTIONS: 14.5%**
  Donations from individuals, corporate partners, planned giving, and in-kind services/goods.
- **FUNDRAISERS: 8.5%**
  Annual and Community Events benefiting VMC (Golf Tournament, Wine & Shine, Carry the Torch, etc.)
- **UNITED WAY: 4.5%**
  Annual Grants Funds and Individual allocations through payroll.
- **CONGREGATIONS: 3.7%**
  Local Churches support programs and staffing for case management.



*Many corporate gifts are counted in fundraisers because they are given as event sponsorships.

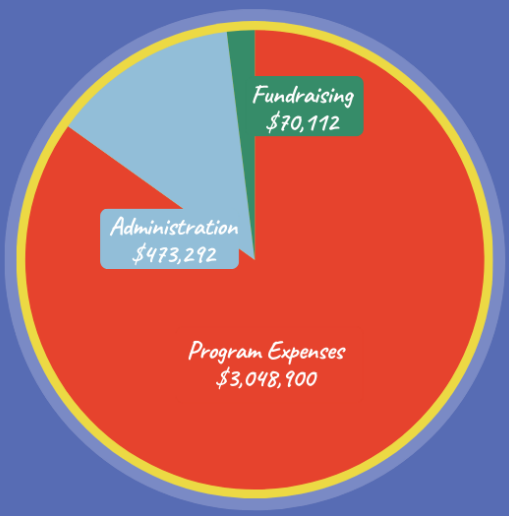
Expenses = $3,592,304 ↓ 1% from 2022

- **PROGRAMS: 85%**

Program expenses include costs associated with providing VMC's case management, permanent supportive housing, and other prevention programs and services including rent and utility assistance, day program with laundry, and an outdoor shower trailer.

- **Resource Center** **$801,866**
- **Refuge Center** **$345,631**
- **Dental Clinic** **$164,371**
- **Street Outreach,** Low Barrier Shelter (The Foyer), and **Housing at Minvilla and Caswell Manors** (105 apartments) **$1,737,032**

- **ADMINISTRATION: 13%**
- **FUNDRAISING: 2%**



2023 VMC NET ASSETS UP ↑ 26% FROM 2022

2023 Highlights

2023 was an exciting year with the opening of Caswell Manor and continued successes in all program areas. **113** individuals experiencing homelessness were engaged in a case management relationship through the Resource Center. **181** households received housing stabilization services through the Bush Family Refuge. There were **1,242** procedures performed in the Dental Clinic in **58** provision days. Street Outreach case workers engaged **270** individuals living in encampments. **2,565** showers were provided through the mobile hygiene shower trailer program. **100** of the most vulnerable of our homeless neighbors received nightly shelter at the Foyer. **123** residents at Minvilla Manor and Caswell Manor received housing support services. And, through the work of all VMC programs, **98** housing placements were made in 2023.

We have a home now!



Tim signed his lease and moved into his new apartment at Caswell Manor. He worked very hard for a year to achieve his goal of housing. During this time, Tim stayed at The Foyer and worked with his case manager in the VMC Resource Center until he achieved his housing goals. Now that he is in safe and stable housing, he will continue to be supported through case management services. Welcome Home, Tim!



Larry signed a lease for his new apartment and is now in housing! Larry is a kind person, who is very caring and goes out of his way to help other neighbors. He had been working toward housing with VMC for over a year and it was very crucial for his health for him to achieve housing. VMC is proud of Larry and how hard he has worked to change his way of life for the better. Welcome Home, Larry!



Daniel, left, and his case manager, Ethan, have a conversation in the lobby of Caswell Manor after Daniel signed a lease to his new apartment. Welcome Home, Daniel!

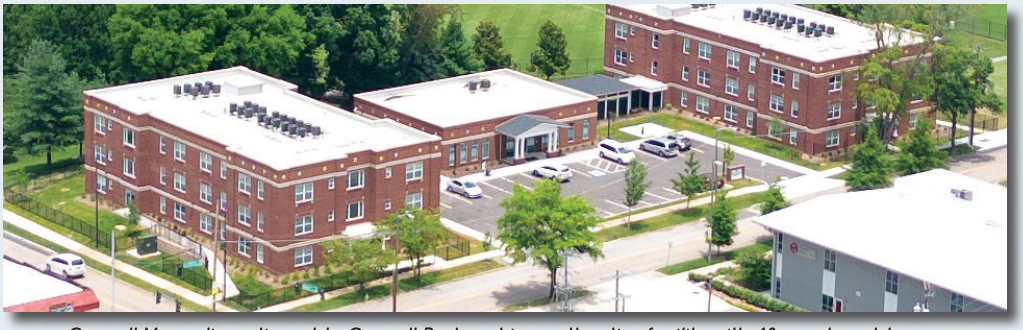


Beth proudly displays her key to her new apartment presented by her case manager, Andrea. Beth has a permanent home now providing safety and security and improved health and well-being. Welcome Home, Beth!

There is No Place Like Home!

Caswell Manor – Opened in 2023

With construction complete, Caswell Manor officially opened in 2023 providing 48 homes for our chronically homeless neighbors who have a disability and need moderate support. Similar to Minvilla Manor, Caswell Manor provides permanent supportive housing with on-site case management. The campus consists of two wings with 24 one-bedroom apartments connected by a center building for community activities, dining, laundry, and support staff offices.



Caswell Manor lies adjacent to Caswell Park and is an attractive facility with 48 apartment homes.



City, County, and State officials came together to participate in and celebrate the grand opening of Caswell Manor.



It was an exciting day for the first group of residents at Caswell Manor who signed leases to their new home.

Billy Currier Legacy Society

In 2021, the Billy Currier Legacy Society was established with members committing to a Legacy Gift for the Volunteer Ministry Center. Through a Planned Gift, generous and forward thinking donors support the long term success of VMC. The Legacy Society provides a way for VMC to recognize and thank donors during their lifetimes for their legacy gifts.



Billy was a long-time resident with VMC. A few years before his passing in September 2020, Billy decided he needed a Will. He said he didn't have much, but what he did have he wanted to go to VMC. Billy was a kind and generous soul. To that point, he designated his remaining financial assets through his Last Will and Testament to come to VMC.

2023 Legacy Society Members

Carole and Joe Ayres
Pat and Jane Armstrong
Susan Conway
Nancy and Jim Friedrich
Phillip and Jinny Furlong
Carney and Robert Ivy
Tom and Becky Jackson
Rick and Becky Jenkins
Peter Keese
Todd and Sarah Mason
Tom McCarley and Denise Moretz
J. Norman and Ann Naylor
Hunter and Emily Purnell
Mary Rayson
Liz Rea
Frank and Judy Rothermel
Ragan Schriver
Laura and John Seymour
Marty Smith
Neill Albers Townsend
Linda Van Beke
Ginny Weatherstone
Craig and Sue Wrisberg

With Gratitude — *Our Donors*

"I support VMC because of its mission and its impact. As a clinical psychologist who serves our neighbors, it is so important to include all social drivers of health—housing being one of them. I am a firm believer that everyone has a right to safe and affordable housing. That everyone has a right to safe and quality health care. And that everyone has a right to be treated with dignity and respect—regardless of where they live and where they consider 'home.' I'm honored to not only support VMC but to serve it as a member of its Board of Directors."



Eboni Winford, PhD, MPH
VMC Board Member

$25,000 & Over

Anonymous (1)
City of Knoxville
Housing and Urban Development
Knox County
Milton Russell Estate
John Reynolds
Elisabeth Rukeyser
Smile 180 Foundation
St. John's Cathedral
State of Tennessee Dept of Health
The Boyd Foundation
United Way Of Greater Knoxville

$10,000-$24,999

Anonymous (2)
Steve and Ann Bailey
CMH Services, Inc.
First Presbyterian Church
Phillip and Jinny Furlong
Gene & Florence Monday Foundation
Home Federal Bank
David and Jeanne Claire Jones
John and Sherri Murphy
John and Judi Nelson
Doug and Jeanette Ramey
The Church Of Jesus Christ Of Latter-Day Saints
Westminster Presbyterian Church

$5,000-$9,999

Anonymous (1)
Axiome Advisory Group
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Church of the Good Samaritan
Cherie Dawson
Bob and Nancy DeNovo
Episcopal Church of the Ascension
First Citizens Bank
Grace Baptist Church
Helen Grant
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Jane L. Pettway Foundation
Breese and Kathryn Johnson
Faye Langley
Rodney Lawler
LHP Capital, LLC
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Pierre Fauchard Academy Foundation
Pilot Travel Centers, LLC
Mary Rayson
Second Presbyterian Church
Sequoyah Hills Presbyterian Church
Tennessee Valley Authority
The Point
John and Neill Townsend
Dick and Irene Townsend
TVA Retirees Association
Wasserman Construction Co, LLC
Robert Devault and Julia Watts

$2,500-$4,999

Anonymous (5)
Allan Associates Architects, PLLC
David and Meg Arning
Leonard and Patricia Bailey
Linda Bailey
Herb and Mary Berl
Nancy Bowen
Selena Brewster
Alan Carmichael and Cynthia Moxley
Central Baptist Church of Bearden
Cherokee Health Systems
Pye and Susan Conway
David and Emily Cox
Denark Construction
East Tennessee Foundation's Evelyn and Arthur Seymour Memorial Fund
Cliff and Linda Eberle
F.E. Trainer
Farragut Presbyterian Church
Howard Filston and Kay Stoutt
Jane Finley
First Horizon Foundation
Randy and Robin Gibson
Owen and Faye Hale
James Hawk
Lane Hays
Margie Hensley
Rick and Becky Jenkins
Jimmy and Debbie Jones
Peter Keese
Ray and Ginger Kielarowski
Jae and Joyce Kim
Live Love Serve Foundation
Tom McCarley and Denise Moretz
Joel and Linda Morris
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Willa Reister
Robert Lee Weiss Foundation
Claude & Elizabeth Robinson Trust
S & H Crown and Bridge, Inc.
Mark and Joanie Scheuer
John Smartt
Marty Smith
St. Elizabeth's Episcopal Church
Russell and Sarah Stair
Jennie Sullivan
University of Tennessee College of Social Work
Linda Van Beke
Frank and Sheila White

$1,000-$2,499

Anonymous (12)
Akima Club Inc.
Josh Anderson and Lisa Buckingham
Anne Armstrong

With Gratitude — *Our Donors*

Ashley's Lawns and Landscaping
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Laura Barron
Ivan Beltz
Hank and Sandy Bertelkamp
David and Janet Black
Buddy and Tami Bland
Adam and Jenny Brock
Marty and Ann Brown
Harold and Jane Bryson
John and Kathy Buckingham
Judy Burnette
John and Sandy Butler
Philip and Debbie Campbell
Clyde and Pam Carpenter
Jimmy and Ileen Cheek
Brian and Holly Child
Lauren Chiles
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Episcopal Diocese of East Tennessee
Estate of Larry Perry
Bill and Jenny Eversole
Faith Promise Church
Fifth Third Bank
First Bank
First Horizon Bank
Fountain City United Methodist
Michael Fry and Jean Ryan-Fry
Bob and Kathy Gant
Donna Geckler-Solod
Jim Given
Charles Goan
Nicholas and Candyce Goschy
Michael Graham
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Janice Hixson
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Immaculate Conception Catholic Church
Robert and Carney Ivy
Summer Izadpanah
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Sherri Lee
Greg and Bonnie Marret
David and Sandy Martin
Trevor and Mary Martin
Robert McKeehan
McNabb Center
The Melrose Foundation
"Merit Construction Shannon Sapp"
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St. John's Lutheran Church
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Millie Tilson
Bo and Beth Townsend
Meghan Turvey
University Of Tennessee Medical Center
Candace Viox
Mark and Laura Walker
Jim and Judy Whedbee
White Realty & Service Corp.



Enoch enjoys his hew home at Caswell Manor. His case manager, Ethan, assists in providing the supportive services needed to ensure long-term residency.

$500-$999

Anonymous (5)
Bob and Marie Alcorn
Sherri Alley
Alliance Of The Second District Dental Society
Paul and Kathy Ambrose
Pat and Jane Armstrong
Nic and Penny Arning
Jerry and Robyn Askew
Brian Blind
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Micol and Anita Brittain
Bob Browder
Evan and Cara Cardell
Celeste Carruthers
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James and Sandra Comella
Tom and Mindy Coulter
Margaret Crow
Pete and Ruth Crowley
Bailey Cutrell
Russell Davidson
Donna Davis
Bill Elmore
Mike and Debbie Elrod
Richard and Mary Emison
Erin Presbyterian Church
Jim and Karen Everett
Dean and Mary Farmer
Charles Fels and Susan Sgarlat

With Gratitude — *Our Donors*



VMC was the recipient of a generous donation from the TVA Retirees Assn, Bicentennial Volunteers, and TVA. Pictured here are representatives from TVA, TVARA, and BVI as well as Commissioner Larsen Jay and Senator Becky Duncan Massey. VMC is grateful for all the donors who continue to support the programs and services of the Volunteer Ministry.

Fidelity Charitable
First Cumberland Presbyterian Church - West Circle
First Farragut United Methodist Church
First Lutheran Church and School
Tom and Anna Ford
Fountain City United Methodist - Who Bodies
John and Bev Froning
R. C. and Connie Gonzalez
Lucille Griffo
William and Mary Groh
Bradford and Joy Guilford
John Haney
Shannon Harper
Allison Harris
Joanne Hibbs
Barbara Hillard
Fred and Harriet Hodge
Marv House
Rocio Huet
Owen and Debaran Hughes
Joseph and Ann Huie
Julia Huster
Alan and Peggy Jenkins
Barbara Johnston
Nadim Jubran
Ellie Kassem
Indya Kincannon
Shawn and Cara Knapp
Lake Hills Presbyterian Church
Dick Lillie
John and Ginny Lyon
Reinhold and Karen Mann
John and Lillian Mashburn
Todd and Sarah Mason
Douglas Matthews
Ron and Jean Mayer
Matthew and Martha McClellan
Raymond and Sharon McCord
David and Lisa McMillan
Don and Flo Messer
Bennett and Margaret Millikan
Jay and Ashley Moneyhun
Bill and Ginny Morrow
Eric and Dorothy Moseley
Darrell Murrell
Roger and Carol Nooe
Northside Christian Church
Daniel Park
David and Courtney Pectol
Fred and Jean Peretz
Alan and Diane Ramsey
David and Martha Reynolds
Martin Roberson
John Robertson
Terry and Susan Rowland
Dick and Dottie Sampsel
Ragan Schriver
William Shockley
Duane and Angela Simmons
Vivian Slayden
Ernae Smith
Ed and Donna Spray
Caesar and Dorothy Stair
Richard and Mary Stair
J.D. and Linda Sullivan
Chris and Mary Sue Tavino
Ashley Taylor
Colton Thomas
John and Beth Thurman
Douglas and Catherine Traver
Penny Tschantz
Bill Tuberville and Susan Stalgaitis
UBS Matching Gifts
Rick and Ginny Weatherstone
Craig and Sue Wrisberg

$100-$499

Anonymous (33)
Will Akers
Ben Alford and Sarah Sheppeard
Tony and Laura Allen
AmazonSmile
Bill and Catherine Ambrose
Gary and Paulette Anderson
Mike and Elizabeth Armstrong
Lynne Attaway
Tommy and Midge Ayres
Paul and Ann Backus
Darryl and Virginia Baker
Aaron Ball
Bruce Bankhead
Eddie Barkley
Russell and Marilyn Barnett
Bill and Eleanor Barron
Beecher and Kim Bartlett
Susan Beckham
Chip and Alice Beets
Michael and Sue Beverly
Bob and Jewell Birdwell
Grant and Gracie Bishop
Wanda Bishop
Debbie Black
Bob and Charlene Bokan
Rachel Bowman
Joan Boyd
Kitty Bracken
Robert and Martha Breazeale
Chris and Mari Brooks
Dan and Cathy Brown
Caroline Buckner
Robert Burcham
Laura Burchfield
Tom and Georgann Byerley
Bob and Carolyn Calloway
Don and Barbara Campbell
Bob and Ruth Campbell
Zollie and Tate Cantrell
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Kim Carmosino
Stephen Carter
Betty Catron
Church of the Good Shepherd
Lelia Clark
Theron and Victoria Cleveland
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Jean Davidson
Connor and Leigh Davis
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James Deaderick
Don and Helen Den Uyl
David and Theresa Djirikian
Becky Dockery
George and Nancy Doebler
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Sonya DuBois
John Duffy
Mike Dunthorn
Don and Suzie Durham
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Jon and Linda Efteland
Tom and Kathy Ehrnschwender
David and Desiree Eldridge
Richard Eldridge and Joan Vandegrift
Ruth Ellis
William and Carol Ellis
Nancy Ely
Douglas and Mary Embler
Episcopal School of Knoxville
Debbie Exum
Faith Baptist Church
Farragut West Knox Chamber Of Commerce
Chip and Tesa Finn
First Presbyterian Church - Presbyterian Women
Jim Ford
Reid and Carolyn Franks
Dennis and Rhonda Freeman
Don and Suzanne Freeman
Craig and Caroline Friedrich
Stephen Friedrich
Friends Of John Rosson
Holly Frost
Barbara Froula
Lee and Julie Fulcher
Todd Gaddis
Michelle Garrett
Richard and Alice Garrison
Peter and Anne Geschwindner
Sid Gilreath
Larry and Kristie Giordano
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Dawna Gray
Clayton
Matt and Suzanne Greenlee
Jim and Madeline Greer
Duane and Marsha Grieve
James and Shirley Griffin
Diane Gross
Allan and Gail Grossman
Bruce Haas
Chris and Jennifer Hackett
John and Betty Hanes
Jim and Carol Ann Harden
Jim and Mary Ann Hardy
Charles and Kathy Harrington
Thomas Harrison
Bruce Hartmann
James Hatfield
Dennis and Kathy Hayward
Samuel Hedger
Buddy Heins
Bruce and Cathy Henschen
Don and Debbie Henson
Terry Hill
Parks and Ann Hitch
Ed Hochnedel
Mike and Lynn Hodge
Janet Hogan
Christopher and Daisy Hogin
Andrew Holt
John and Karin Hoover
Curt and B.J. Hudson
Dennis and Susie Hunter
Lisa Hutton
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Justin and Ashley Irick
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Tanner and Kelsey Jenkins
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Seth and Sandy Kehne
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Kroger
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Laurence and Carol Miller
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James and Jean Moore
David and Amy Morehous
Mary Muir
John and Ibbie Muntz
Pam Neal
Carolyn Noey
Kelly Norrell
Grier Novinger
Greg and Ann O'Connor
Robert and Mary O'Connor
Frances Oldham
Bill and Janet Osteen



Our neighbors experiencing homelessness deserve housing rather than living in these conditions.

With Gratitude — *Our Donors*



VMC's meal groups are vital to VMC's housing services as they provide nutritious meals and encouragement to our neighbors working with VMC to improve their lives and achieve housing. Pictured here are VMC 2023 Board Chair, Hunter Purnell, James Forsyth, and Justin Bailey.

Gene and Lyn Overholt
Bob Overholt
David and Jessica Ownby
Dick and Pat Pagni
Owen and Thea Peterson
Paul and Julia Pier
Carl and Peggy Pierce
Bill and Fran Potter
Dorothy Pratt
Carson Purnell
King and Denise Purnell
Leslie Pye
David and Jessica Ramey
Mark and Mary Beth Ramey
Nick Rattan
Karen Reed
Keith Richardson
Lois Richardson
Gordon and Nancy Ridenour
Steven and Lauren Rider
Chris and Donna Roberts
Kathleen Roberts
Sally Robinette
Peter and Briana Rosenbaum
Whitney Ross
Pete Rowlett
Lois Russell
Joyce Ryan
Jason and Chrissy Sanks
Finbarr Saunders and Ellen Bebb
Zane and Terry Scarlett
Christine Schilleci
Scott Schroeffel
Sam Schulze
Betty Seale
Mark and Suzin Seaton
Cynthia Serbin
Zac Sharp
Howard and Barbara Sherrod
Pat Shope
Ed and Lisa Shouse
Tiffany Siler
Jon and Beverly Simons
Terry Smiley
Frank and Susan Smith
Benny and Megan Smith
James Snodgrass
Deborah Sousa
Donna Spencer
Kim Spencer
Anne L. Sprouse
St. Mark United Methodist Women
St. Paul Lutheran Church
Fred and Sue Stephens
Caroline Stradley
Amy Styles
Troy and Georgette Suggs
Ross and Rebecca Sullivan
James Sutton
Dale and Pam Teague
Tennessee Elite Networking
Clif and Nancy Tennison
Judy Thomson
Roy and Roianne Thornley
Wanda Tiller
Bob and Janet Townsend
Kevin Tucker
Mary Alice Tucker
Laurens and Polly Tullock
Georgiana Fry Vines
Christian Vossler
Jerome and Emily Vreeland
Jane Walker
Monty and Elizabeth Walton
West Knoxville Friends Meeting
Linda Wheeler
Donna and Shy White
Sylvia Whitehouse
Yuka Williams
Michael Wilson
Ron and Betty Wollard
Burg Woody
William and Jonelle Wooldridge
Tim and Patsy Wright
Grete Yarbrough
Jim and Linda Yates
Susy Yeatman
David Youngblood

Corporate In-Kind

Aubrey's Restaurants
Auctioneer Bear Stephenson
By The Tracks Catering
Buddy's BBQ
Chariots of Hire
Crowne Plaza Knoxville
Emcee Sam Venable
Food City Knoxville
Moonshine Mountain Cookie Company
Norwood's Fiberglass
John and Laura Seymour
Sugarlands Distilling Company
The Balloon Garden
Water into Wine, Bistro and Lounge



VMC's Mobile Hygiene Services/ Shower Trailer program provides a valuable hygiene service to our homeless neighbors.
2,565 showers were provided in 2023 to more than 475 individuals.

The photo on the front cover features a resident of Minvilla Manor.

VOLUNTEER MINISTRY CENTER

VMC

Opening Doors for a Better Tomorrow

Community Partner

Platinum Transparency 2024

Candid.

CHARITY NAVIGATOR
Four Star Charity

The Volunteer Ministry Center is grateful for the financial support provided by the Board of Directors and donors and supporters who are committed to ending and preventing homelessness!

The VMC Annual Report contains a list of all gifts received between January 1, 2023 to December 31, 2023. Every effort has been made to ensure that these lists are accurate and complete. If your name was omitted inadvertently, or if it appears incorrectly, please accept our apologies and notify the Development staff at (865) 524-3926 x229.



Volunteer Ministry Center

2023 ANNUAL REPORT

VOLUNTEER MINISTRY CENTER

VMC

Opening Doors for a Better Tomorrow

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VOLUNTEER MINISTRY CENTER

Ending & Preventing Homelessness

2024 ANNUAL REPORT

vmcinc.org



VMC









THE GOAL FOR EVERY NEIGHBOR IS TO ACHIEVE & SUSTAIN HOUSING

VMC'S MISSION & PURPOSE

Established in 1987, VMC is a 501(c)(3) nonprofit agency whose mission is to prevent and end homelessness, through compassion, accountability, and results. We are an inclusive and affirming culture that recognizes the value and humanity of each person. We offer customized services and case management to neighbors who are experiencing a housing crisis or homelessness.

THE COMMUNITY NEED

The data from the Homeless Management Information System (HMIS) dashboard shows that in the first quarter of 2024 there were 1,798 individuals accessing homeless services in Knoxville and Knox County. The median time spent unhoused in Knoxville is 320 days. The need is great and impacts all of us; there is both an economic and human cost to our community.

A MESSAGE

from the Chief Executive Officer

Leadership, Collaboration, and Commitment in 2024

Moving to Knoxville in January 2024, stepping into the role of VMC CEO, has been one of the most meaningful transitions of my career. VMC's strong reputation—built by dedicated leadership, staff, volunteers, and supporters—meant that I entered an organization already moving with strong purpose and momentum. That foundation made my first year not only a pleasure, but a challenge in all the best ways. My onboarding stretched through the entire year, bringing me into conversations with hundreds of VMC supporters, partner agencies, and city and county leaders. I quickly discovered how fortunate VMC is to have such respected programs with deeply committed people guiding them. Their reputation and circle of influence made it easy for me to connect, learn, and feel at home.

I also arrived at a pivotal time of housing-related momentum—just after the City/County Office of Housing Stability (OHS) was established and during a period of leadership transition across the Mission District and Knoxville's broader nonprofit community. These shifts brought new faces, new ideas, and renewed energy. This created a collaborative environment that started and continues to fuel the changes necessary to really move the needle in meeting the needs of our most vulnerable. More importantly, this new community leadership is helping to shape a more strategic, unified approach to serving our neighbors facing crisis and homelessness. That work is ongoing, and I assure you that VMC is serving on the frontline, eager to better meet needs from warming centers to permanent housing. I look forward to sharing that progress in 2025.



CEO, Tracey Williams with VMC Neighbor, Danny

This annual report reflects the collective achievements of VMC, so I will let the publication showcase our results, and I will use this space to express my gratitude, as you have made my first year deeply rewarding. I have always been mission-driven, but Knoxville—and the VMC team—have made this mission personal. It has changed me, and I am honored to join you in our shared commitment to ending and preventing homelessness in Knoxville.

CEO, Tracey Williams

A special thank you goes to Nancy Friedrich, my steady co-pilot throughout 2024, as well as Susan Conway, my connector and guide. They greeted me during my interview with bright smiles and tough questions, and they walked beside me all year—with leadership, support, and perfectly timed visits, text messages, and snacks.



Nancy Friedrich & Laura Seymour, Board Members

BOARD OF DIRECTORS

2024 BOARD MEMBERS

David Arning
Kaleb Buckner
Susan Conway
Nancy Friedrich
Phillip Furlong
Richie Gandy
Hitch Gilchrist
Ross Goodman
Felix Harris
Rick Jenkins
Anna Justice
Cara Knapp
Ken Knight
Greg Marret
Darrell Murrell
Alison Oakes
Hunter Purnell
Ragan Schriver
Laura Seymour
Mark Walker
Eboni Winford

A message from the Board Chair

In 2024, VMC began an exciting new chapter of leadership with the appointment of CEO Tracey Williams. Tracey is a dynamic, experienced leader whose vision and expertise are guiding VMC to new levels of organizational excellence. Under Tracey's leadership, VMC has streamlined and enhanced its programs, always keeping in mind what best serves our unhoused neighbors. Also, this year, VMC achieved a significant milestone by raising $1 million to match a $1 million gift for the VMC Endowment fund. This will strengthen the long-term financial stability of VMC, enabling us to serve the most vulnerable in our community.

We are thankful for all of you - our volunteers and donors - who support the VMC mission to prevent and end homelessness.

Nancy Friedrich, Board Chair 2021, 2022, 2024

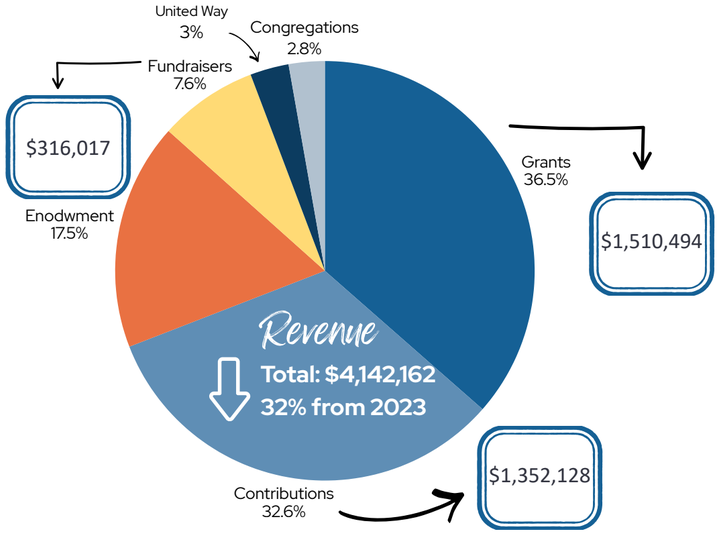


CEO Tracey Williams & COO Gabe Cline with Board Member, Ragan Schriver

2024 FINANCIALS

SUSTAINABILITY

We are grateful to have such a generous, supportive community who gives their time, skills, creativity, goods, and finances to support the mission of VMC as we serve our most vulnerable neighbors.



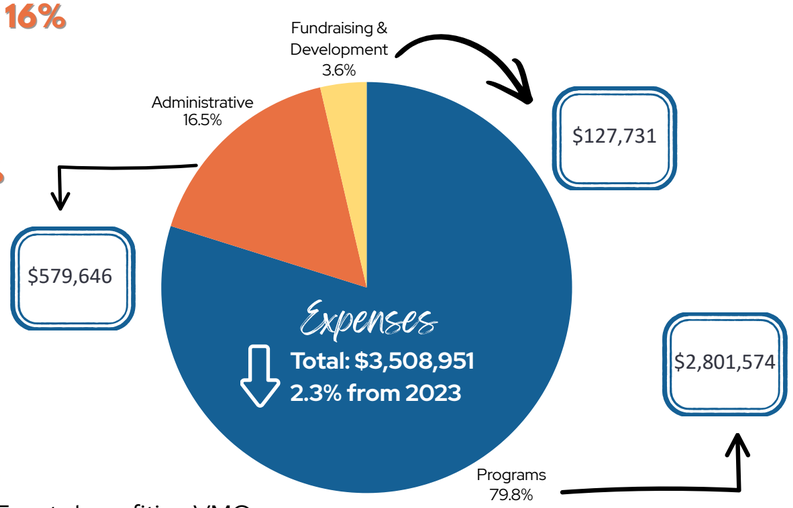
EXPENSES

Program expenses include costs associated with providing VMC's case management, permanent supportive housing, and other prevention programs and services. This includes rent and utility assistance, day program with laundry, and outdoor shower trailer.

ADMINISTRATIVE: 16%

PROGRAMS: 80%

FUNDRAISING: 4%



2024 REVENUE SOURCES

GRANTS: 36%

Foundations, FEMA, HUD, City of Knoxville, Knox County, and State of Tennessee.

ENDOWMENT: 17%

$1 Million Endowment gifted by a Foundation and then matched by other generous donors.

CONTRIBUTIONS: 33%

Donations from individuals, corporate partners, planned giving, and in-kind services/goods.

FUNDRAISERS: 8%

Annual and Community Events benefiting VMC (Golf Tournament, Wine & Shine, Carry the Torch)

UNITED WAY: 3%

Annual Grants Funds and Individual allocations through payroll.

CONGREGATIONS: 3%

Local Churches support programs and staffing for case management.

**Many corporate gifts are counted in fundraisers because they are given as event sponsorships.*

2024 AT A GLANCE

- 72 Neighbors Housed
- $5.1 Million Donations Received
- 1,198 Dental Procedures
- 2,724 Showers Provided to 526 Individuals
- 1032 People Engaged Through Street Outreach
- 11,057 Meals Served to Neighbors
- 152 Neighbors Received Case Management
- 125 People Received Emergency Assistance
- 551 Patient Visits
- 60 Neighbors Received Rapid-Rehousing Services





Over 1,124 individuals in crisis received services through the Bush Family Refuge.

72 OF KNOXVILLE'S MOST VULNERABLE ACHIEVED FREEDOM FROM THE STREETS AND NOW HAVE A SAFE PLACE TO CALL HOME THANKS TO GRANTS, OUR DONORS, AND SUPPORTERS WHO HELP US FUND THE RESOURCE CENTER, RAPID REHOUSING AND STREET OUTREACH PROGRAMS.

PROGRAMS & IMPACT

1



Street Outreach Team

Five staff host office hours, a clothing closet, shower trailers, and conduct daily visits to connect the unsheltered with services.

2

Dental Clinic

One staff coordinates professional dental clinicians to provide dental care to the homeless/low income: We provide dentures, fillings, cleanings, etc.



3

Bush Family Refuge



One staff/many volunteers serve those at risk of losing their housing. They conduct intake assessments for eligibility of housing services. Services Include: Rent/utilities funds, transportation, prescriptions, birth certificates, state-issued ID, and more.

OUR APPROACH

We use best practices, including the successful "Housing First" model. This means neighbors are offered permanent housing first, and without prerequisites (sobriety, employment, etc.).

This model allows neighbors the safety, stability, and security to heal. Only then, can they address the deeper issues that led to homelessness. Studies prove this approach achieves and sustains long-term success while reducing economic and human costs.



4

Resource Center

A Day Center with staff who provide one-on-one case management to help overcome barriers to housing and self sufficiency. Classes, meal program, showers, laundry facilities, and social activities are also offered.



5

Rapid Rehousing

A program for those who need guidance to navigate the housing system, but do not need long-term or the full support of a day shelter or PSH.

PERMANENT SUPPORTIVE HOUSING (PSH)

PSH is a housing model designed to serve the most vulnerable who have been identified as "chronically homeless" and have physical/mental disabilities that compound their issues.



7

Caswell Manor

57 Apartments
Staffed 24/7



6

Minvilla Manor

48 Apartments
Staffed 24/7

ENDOWMENT

GENEROSITY RESULTING IN MORE



Board Member, Susan Conway (far right) with Chuck Maland, Jim Friedrich, & Nancy Maland

LED BY 2024 VMC BOARD MEMBER, SUSAN CONWAY, THE ENDOWMENT CAMPAIGN WAS A GREAT SUCCESS

2024 was an exciting year for VMC as it was the year a longtime supporter of VMC, a Foundation, gifted a $1 Million Endowment to sustain the future programs and services of the Volunteer Ministry Center. In addition, through the tenacious efforts of Susan Conway, VMC Board Member and Chair of the Endowment Committee, and the generosity of numerous VMC donors, the required matching funds in the amount of an additional $1 Million was gifted for the Endowment.

The gift of the Endowment provided a level of financial strength for VMC which will continue for years to come ensuring that our unhoused neighbors and those experiencing housing instability will receive the services they need. VMC extends heartfelt gratitude to the Foundation and all generous donors who supported the Endowment.





Billy Currier, Former VMC Resident and Legacy Society Inspiration

Billy was a long-time resident with VMC. A few years before his passing in September 2020, Billy decided he needed a Will. He said he didn't have much, but what he did have he wanted to go to VMC. Billy was a kind and generous soul. To that point, he designated his remaining financial assets through his Last Will and Testament to come to VMC.



LEGACY SOCIETY

In 2021 the Billy Currier Legacy Society was established with members committing to a legacy gift for the Volunteer Ministry Center. Through a planned gift, generous and forward thinking donors support the long term success of VMC. The Legacy Society provides a way for VMC to recognize and thank donors during their lifetimes for their legacy gifts.

2024 LEGACY SOCIETY MEMBERS

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OUR DONORS

"Serving Volunteer Ministry Center is a privilege, and I'm continually inspired by the staff and community leaders who step forward to support its mission of ending and preventing homelessness. I'm grateful for our new board members and excited to work together as we continue this important work."

DAVID ARNING,
VMC BOARD MEMBER

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THANK YOU

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Volunteer Ministry Center is grateful for the financial support provided by the Board of Directors, donors, and supporters who are committed to joining us in preventing and ending homelessness in our community.

VOLUNTEER MINISTRY CENTER
VMC

511 N. Broadway
Knoxville, TN 37919

(865) 524-3926
info@vmcinc.org
vmcinc.org

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OFFICE OF THE MAGISTRATE AND COURT ADMINISTRATOR

Knox County Probation • 400 W. Main Street, Suite L-103, Knoxville, TN 37902

July 10, 2026

Office of The Magistrate and Court Administrator
Probation Department
Richard A. Major
400 W. Main Street
Suite L-103
Knoxville, TN 37902

Subject: Letter of Commitment for Knox County SAMHSA STREETS Grant Application

On behalf of Knox County Probation Department, I affirm our commitment to actively participate in and support the objectives of Knox County's application to the STREETS grant program. We pledge to adhere to all program requirements, including compliance with federal guidelines, reporting standards, and collaborative practices, recognizing the importance of this partnership in achieving shared goals.

Our organization is dedicated to contributing to the success of this initiative by identifying potential participants and acting as a referral source.

We agree to:

- Participate in regular partner meetings.
- Share relevant data and outcomes for evaluation purposes.
- Coordinate with other partners to ensure integrated service delivery.

Sincerely,

Richard A. Major

Magistrate Judge

richard.major@knoxcounty.org

July 13, 2026

Knox County Mental Health Court

Vincent Smith, Court Coordinator

140 Dameron Ave.

Knoxville, TN 37917

Subject: Letter of Commitment for Knox County SAMHSA STREETS Grant Application

On behalf of Knox County Mental Health Court, I affirm our commitment to actively participate in and support the objectives of Knox County's application to the STREETS grant program. We pledge to adhere to all program requirements, including compliance with federal guidelines, reporting standards, and collaborative practices, recognizing the importance of this partnership in achieving shared goals.

Our organization is dedicated to contributing to the success of this initiative by *Improving the well-being of justice-involved individuals with mental illness and other mental health diagnoses, to optimize the allocation of criminal justice resources, and increase public safety through judicially supervised, community-based treatment and support services, which encourage recovery through accountability, supported by the collaboration of community stakeholders.*

We agree to:

- Participate in regular partner meetings.
- Share relevant data and outcomes for evaluation purposes.
- Coordinate with other partners to ensure integrated service delivery.

Sincerely,

Vincent Smith

Mental Health Court Coordinator

Knox County Mental Health Court

140 Dameron Ave.| Knoxville, TN 37917

Office | (865) 215- 5272 [KCSC]

Fax | (865) 215-5270

Cell | (865) 318-8919

Vincent.smith@knoxcounty.org

mhc@knoxcounty.org

https://www.knoxcounty.org/courts/mhc/

Attachment 2: Data Collection Instruments and Interview Protocls

Department of Health and Human Services - SAMHSA
Safety Through Recovery, Engagement, and Evidence-Based Treatment and Support
Opportunity number: SM-26-019 | Federal Assistance Listing: 93.243
Submitted by: Knox County, Tennessee

LINKS

American Society of Addiction Medicine (ASAM) Criteria: https://www.asam.org/asam-criteria

Columbia Suicide Severity Rating Scale (C-SSRS): https://cssrs.columbia.edu/the-columbia-scale-c-ssrs/about-the-scale/

CHAMP (Coordinated Entry): https://knoxhmis.sworpswebapp.sworps.utk.edu/champ/

Client Name or HMIS#_____

CHAMP: Housing Needs Information
Interim Assessment

Residence Prior to Program Entry

	Literally Homeless Situations			Transitional & Permanent Housing Situations
☐	Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside) (HUD)		☐	Hotel or motel paid for without emergency shelter voucher (HUD)
☐	Emergency shelter, including hotel or motel paid for with emergency shelter voucher (HUD)		☐	Owned by client, no ongoing housing subsidy (HUD)
☐	Safe Haven (HUD)		☐	Owned by client, with ongoing housing subsidy (HUD)
☐	Interim Housing		☐	Permanent housing (other than RRH) for formerly homeless persons (HUD)
	Institutional Situations			
☐	Foster care home or foster care group home (HUD)		☐	Rental by client, no ongoing subsidy (HUD)
☐	Hospital or other residential non-psychiatric medical facility (HUD)		☐	Rental by client, with VASH subsidy (HUD)
☐	Jail, prison, or juvenile detention facility (HUD)		☐	Rental by client, with GPD TIP subsidy (HUD)
☐	Long-term care facility or nursing home		☐	Rental by client, with other ongoing housing subsidy (Including RRH) (HUD)
☐	Psychiatric hospital or other psychiatric facility (HUD)		☐	Residential project or halfway house with no homeless criteria (HUD)
☐	Substance abuse treatment facility or detox center (HUD)		☐	Staying or living in a family member's room, apartment, or house (HUD)
	Other		☐	Staying or living in a friend's room, apartment, or house (HUD)
☐	Client doesn't know (HUD)		☐	Transitional housing for homeless persons (including homeless youth) (HUD)
☐	Client refused (HUD)			

LENGTH OF STAY IN PREVIOUS PLACE

☐	One night or less		☐	90 days or more, but less than one year
☐	Two to six nights		☐	One year or longer (HUD)
☐	One week or more, but less than one month		☐	Client doesn't know (HUD)
☐	One month or more, but less than 90 days		☐	Client refused (HUD)

APPROXIMATE DATE HOMELESSNESS STARTED

(e.g., 08/24/2014)

		/			/				
Month			Day			Year			

REGARDLESS OF WHERE THEY STAYED LAST NIGHT – NUMBER OF TIMES THE CLIENT HAS BEEN ON THE STREETS, IN ES, OR SH IN THE PAST THREE YEARS INCLUDING TODAY

☐	One time (HUD)		☐	Four or more times (HUD)
☐	Two times (HUD)		☐	Client doesn't know (HUD)
☐	Three times (HUD)		☐	Client refused (HUD)

Total number of months homeless on the street, in ES or SH in the past three years

☐	One month (this time is the first month) (HUD)		☐	8
			☐	9
☐	2		☐	10
☐	3		☐	11
☐	4		☐	12
☐	5		☐	More than 12 months (HUD)
☐	6		☐	Client doesn't know (HUD)
☐	7		☐	Client refused (HUD)

HOUSING NEEDS INFORMATION

How many people live in your household?	_____	
How many bedrooms are needed?	_____	
Will additional adults (18 years and older) live in the unit? (including caregiver)	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected
Do you need assistance completing activities for daily living (ADLs)?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected
Do you need a wheelchair accessible unit?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected
Do you have prescribed medical equipment?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected
Do you have a service or emotional support animal?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected
Do you have a pet (other than a service animal)?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected

HEALTH INFORMATION

Domestic violence victim/survivor?	☐ Yes (HUD) ☐ Client Doesn't Know (HUD) ☐ Data Not Collected (HUD)	☐ No (HUD) ☐ Client Refused (HUD)
If yes for domestic violence victim/survivor, when experience occurred	☐ Within the past three months (HUD) ☐ Six months to twelve months ago (HUD) ☐ Client Doesn't Know (HUD) ☐ Data Not Collected (HUD)	☐ Three to six months ago (HUD) ☐ More than a year ago (HUD) ☐ Client Refused (HUD)
If yes for Domestic Violence Victim/Survivor, are you currently fleeing?	☐ Yes (HUD) ☐ Client Doesn't Know (HUD) ☐ Data Not Collected (HUD)	☐ No (HUD) ☐ Client Refused (HUD)
Is the client pregnant?	☐ Yes (HUD) ☐ Client Doesn't Know (HUD) ☐ Data Not Collected (HUD)	☐ No (HUD) ☐ Client Refused (HUD)
If yes, expected due date?	/ / Month Day Year	

Does the client have a disabling condition?	☐ Yes (HUD) ☐ Client Doesn't Know (HUD) ☐ Data Not Collected (HUD)	☐ No (HUD) ☐ Client Refused (HUD)
If yes for disabling condition, Disability Type	☐ Alcohol Abuse (HUD) ☐ Chronic Health Condition (HUD) ☐ Drug Abuse (HUD) ☐ Mental Health Problem (HUD) ☐ Physical (HUD)	☐ Both Alcohol and Drug Abuse (HUD) ☐ Developmental (HUD) ☐ HIV/AIDS (HUD) ☐ Physical/Medical
If yes for disabling Condition, Disability determination	☐ Yes (HUD) ☐ Client Doesn't Know (HUD) ☐ Data Not Collected (HUD)	☐ No (HUD) ☐ Client Refused (HUD)
If yes, is disability expected to be of long-continued and indefinite duration and substantially impairs ability to live independently?	☐ Yes (HUD) ☐ Client Doesn't Know (HUD) ☐ Data Not Collected (HUD)	☐ No (HUD) ☐ Client Refused (HUD)
Note on Disability:		
Above condition is going to be long term? (Retired)	☐ Yes (HUD)	☐ No (HUD)

Start Date of Disability

(e.g., 08/24/2014)

		/			/				
Month			Day			Year			

End Date of Disability

(e.g., 08/24/2014)

		/			/				
Month			Day			Year			

Does the client have an **ADDITIONAL** disabling condition?	☐ Yes (HUD) ☐ Client Doesn't Know (HUD) ☐ Data Not Collected (HUD)	☐ No (HUD) ☐ Client Refused (HUD)
If yes for additional disabling condition, Disability Type	☐ Alcohol Abuse (HUD) ☐ Chronic Health Condition (HUD) ☐ Drug Abuse (HUD) ☐ Mental Health Problem (HUD) ☐ Physical (HUD)	☐ Both Alcohol and Drug Abuse (HUD) ☐ Developmental (HUD) ☐ HIV/AIDS (HUD) ☐ Physical/Medical
If yes for additional Disabling Condition, Disability determination	☐ Yes (HUD) ☐ Client Doesn't Know (HUD) ☐ Data Not Collected (HUD)	☐ No (HUD) ☐ Client Refused (HUD)
If yes, is disability expected to be of long-continued and indefinite duration and substantially impairs ability to live independently?	☐ Yes (HUD) ☐ Client Doesn't Know (HUD) ☐ Data Not Collected (HUD)	☐ No (HUD) ☐ Client Refused (HUD)
Note on Disability:		
Above condition is going to be long term? (Retired)	☐ Yes (HUD)	☐ No (HUD)

Start Date of Additional Disability

(e.g., 08/24/2014)

		/			/				
Month			Day			Year			

End Date of Additional Disability

(e.g., 08/24/2014)

		/			/				
Month			Day			Year			

Hospital discharge in the last 30 days?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected
If yes, hospital type:	☐ Medical Hospitalization	☐ Psychiatric Hospitalization
Hospital name:	☐ CSU (Crisis Stabilization Unit/Helen Ross McNabb) ☐ East TN Children's Hospital ☐ Fort Sanders Regional ☐ North Knoxville Medical Center ☐ Physicians Regional Medical Center ☐ St. Mary's/Tennova Behavioral Health ☐ University of Tennessee Medical Center	☐ Out of County Medical Facility ☐ Out of State Medical Facility ☐ Parkwest Medical Center ☐ Peninsula Parkwest Behavioral Health ☐ Turkey Creek Medical Center ☐ Other Hospital
Are you able to follow through with all discharge instructions (medicine, appointments, wound care)?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected

Start Date of Hospitilization

(e.g., 08/24/2014)

		/			/				
Month			Day			Year			

End Date of Hospitilization

(e.g., 08/24/2014)

		/			/				
Month			Day			Year			

Are you currently going to outpatient mental health care?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected
Where do you receive outpatient mental health care?	☐ Cherokee ☐ Helen Ross McNabb Center ☐ Peninsula	☐ Private Doctor ☐ Other
Are you currently going to outpatient medical care?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected

Where do you receive outpatient physical health care?	☐ Cherokee 5th Ave Clinic ☐ Cherokee Center City ☐ Interfaith Health Clinic	☐ Walk in Clinic ☐ Other

CLIENT DOCUMENTATION

State ID Card?	☐ Yes ☐ No	☐ Not Applicable ☐ Client Refused ☐ Data Not Collected
Driver's License?	☐ Yes ☐ No	☐ Not Applicable ☐ Client Refused ☐ Data Not Collected
Birth Certificate?	☐ Yes ☐ No	☐ Not Applicable ☐ Client Refused ☐ Data Not Collected
Social Security Card?	☐ Yes ☐ No	☐ Not Applicable ☐ Client Refused ☐ Data Not Collected
Do you have a DD-214 Form (Veteran Only)?	☐ Yes ☐ No	☐ Not Applicable ☐ Client Refused ☐ Data Not Collected
Verification of Immigration (if not citizen by birth)?	☐ Yes ☐ No	☐ Not Applicable ☐ Client Refused ☐ Data Not Collected
Third Party Homeless Verification?	☐ Yes ☐ No	☐ Not Applicable ☐ Client Refused ☐ Data Not Collected
Proof of Income?	☐ Yes ☐ No	☐ Not Applicable ☐ Client Refused ☐ Data Not Collected
Proof of Disability?	☐ Yes ☐ No	☐ Not Applicable ☐ Client Refused ☐ Data Not Collected

VETERAN INFORMATION

Year entered military service

(e.g., 08/24/2014)

		/			/				
Month			Day			Year			

Year separated from military service

(e.g., 08/24/2014)

		/			/				
Month			Day			Year			

World War II	☐ Yes (HUD) ☐ Client Doesn't Know (HUD) ☐ Data Not Collected (HUD)	☐ No (HUD) ☐ Client Refused (HUD)
Korean War	☐ Yes (HUD) ☐ Client Doesn't Know (HUD) ☐ Data Not Collected (HUD)	☐ No (HUD) ☐ Client Refused (HUD)
Vietnam War	☐ Yes (HUD) ☐ Client Doesn't Know (HUD) ☐ Data Not Collected (HUD)	☐ No (HUD) ☐ Client Refused (HUD)
Persian Gulf War	☐ Yes (HUD) ☐ Client Doesn't Know (HUD) ☐ Data Not Collected (HUD)	☐ No (HUD) ☐ Client Refused (HUD)
Afghanistan	☐ Yes (HUD) ☐ Client Doesn't Know (HUD) ☐ Data Not Collected (HUD)	☐ No (HUD) ☐ Client Refused (HUD)
Iraq Freedom	☐ Yes (HUD) ☐ Client Doesn't Know (HUD) ☐ Data Not Collected (HUD)	☐ No (HUD) ☐ Client Refused (HUD)
Iraq Dawn	☐ Yes (HUD) ☐ Client Doesn't Know (HUD) ☐ Data Not Collected (HUD)	☐ No (HUD) ☐ Client Refused (HUD)
Other Peace-keeping Operations or Military Interventions	☐ Yes (HUD) ☐ Client Doesn't Know (HUD) ☐ Data Not Collected (HUD)	☐ No (HUD) ☐ Client Refused (HUD)
Branch of the Military	☐ Army (HUD) ☐ Air Force (HUD) ☐ Navy (HUD) ☐ Marines (HUD)	☐ Coast Guard (HUD) ☐ Client Doesn't Know (HUD) ☐ Client Refused (HUD) ☐ Data not collected (HUD)

Discharge Status	☐ Honorable (HUD) ☐ General under honorable conditions (HUD) ☐ Under other than honorable conditions (OTH) (HUD) ☐ Bad conduct (HUD) ☐ Dishonorable (HUD)	☐ Uncharacterized (HUD) ☐ Client Doesn't Know (HUD) ☐ Client Refused (HUD) ☐ Data not collected (HUD)

HOUSING HISTORY INFORMATION

Have you applied for KCDC public housing?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected
Were you approved for KCDC public housing?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected
If not approved for KCDC, did you file an appeal?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected

Do you currently have a KCDC housing voucher or VASH voucher?	☐ HOPWA ☐ HUD-VASH ☐ Section 8	☐ Shelter + Care ☐ Other Rental Assistance ☐ Not Applicable
If you have a voucher, give a reason why it is not being used:	☐ I cannot find a place that meets my preferences ☐ I cannot pay a deposit ☐ The section 8 voucher is expired ☐ Landlords will not accept my Section 8 voucher ☐ Not Applicable	

Are you currently on a housing wait-list with KCDC	☐ Yes ☐ No	☐ Not Applicable ☐ Client Refused ☐ Data Not Collected
If you are on a KCDC housing wait-list, when were you added?	☐☐/☐☐/☐☐☐☐ Month Day Year	

Rental history in past 5 years?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected

Outstanding utility balance with KUB?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected
Approximate amount of utility owed?	_____	

Evicted in past 5 years from federally assisted/subsidized housing where your name was on the lease?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected
Evicted in past 5 years from a rental property where your name was on the lease?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected
Evicted from Public Housing Authority due to fraud?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected
Date of public housing eviction due to fraud:	/ / Month Day Year	
Evicted from Public Housing Authority due to damages?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected
Date of public housing eviction due to damages:	/ / Month Day Year	
If you have been evicted from PHA, do you owe money?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected
If you do owe money to PHA, do you have a payment plan with them?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected

Are you on the KCDC no trespassing list?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected

LEGAL INFORMATION

Citizenship status?	☐ Citizen ☐ Permanent legal resident ☐ Asylee, refugee, or other eligible immigrant ☐ Undocumented immigrant

Had one or more misdemeanor or felony charges in past three years?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected
Been convicted of violent crime (including arson)?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected
Charged with manufacturing, sale, delivery of illegal drugs in last 10 years?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected
Convicted on manufacturing/producing methamphetamine?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected

Do you have registry restrictions on where you can reside (e.g. proximity to children, school, etc.)?	☐ Yes ☐ No ☐ Client Refused ☐ Data Not Collected

Currently on parole?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected
Currently on probation?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected
Do you have housing requirements from probation or parole?	☐ Yes ☐ Client Doesn't Know ☐ Not Applicable	☐ No ☐ Client Refused ☐ Data Not Collected

INCOME AND BENEFITS INFORMATION

Income from Any Source	☐ Yes (HUD) ☐ Client Doesn't Know (HUD) ☐ Not Applicable (HUD)	☐ No (HUD) ☐ Client Refused (HUD) ☐ Data Not Collected (HUD)

Total Monthly Income	_____	
Source of **PRIMARY** Income	☐ Alimony ☐ Alimony or other spousal support (HUD) ☐ Annuities ☐ Child Support (HUD) ☐ Contributions From Other People ☐ Dividends (Investments) ☐ Earned Income (HUD) ☐ General Assistance (HUD) ☐ Interest (Bank) ☐ No Financial Resources ☐ Other ☐ Pension or retirement income from another job (HUD) ☐ Pension/Retirement ☐ Private Disability Insurance	☐ Railroad Retirement ☐ Rental Income ☐ Retirement Disability ☐ Retirement Income from Social Security (HUD) ☐ Self Employment wages ☐ SSDI (HUD) ☐ SSI (HUD) ☐ State Disability ☐ TANF (HUD) ☐ Unemployment Insurance (HUD) ☐ VA Non-Service Connected Disability Pension (HUD) ☐ VA Service Connected Dsability Compensation (HUD) ☐ Worker's Compensation (HUD)
If Other, Please Specify	_____	
Receiving Income Source?	☐ Yes ☐ No	☐ Data Not Collected

Start Date of Primary Income

(e.g., 08/24/2014)

		/			/				
Month			Day			Year			

End Date of Primary Income

(e.g., 08/24/2014)

		/			/				
Month			Day			Year			

Source of **SECONDARY** Income	☐ Alimony ☐ Alimony or other spousal support (HUD) ☐ Annuities ☐ Child Support (HUD) ☐ Contributions From Other People ☐ Dividends (Investments) ☐ Earned Income (HUD) ☐ General Assistance (HUD) ☐ Interest (Bank) ☐ No Financial Resources ☐ Other ☐ Pension or retirement income from another job (HUD) ☐ Pension/Retirement ☐ Private Disability Insurance	☐ Railroad Retirement ☐ Rental Income ☐ Retirement Disability ☐ Retirement Income from Social Security (HUD) ☐ Self Employment wages ☐ SSDI (HUD) ☐ SSI (HUD) ☐ State Disability ☐ TANF (HUD) ☐ Unemployment Insurance (HUD) ☐ VA Non-Service Connected Disability Pension (HUD) ☐ VA Service Connected Dsability Compensation (HUD) ☐ Worker's Compensation (HUD)
If Other, Please Specify	_____	
Receiving Income Source?	☐ Yes ☐ No	☐ Data Not Collected

Start Date of Secondary Income

(e.g., 08/24/2014)

		/			/				
Month			Day			Year			

End Date of Secondary Income

(e.g., 08/24/2014)

		/			/				
Month			Day			Year			

Non-cash benefit from any source	☐ Yes (HUD) ☐ Client Doesn't Know (HUD) ☐ Not Applicable (HUD)	☐ No (HUD) ☐ Client Refused (HUD) ☐ Data Not Collected (HUD)
Amount of Non-Cash Benefit	_____	
Source of Non-Cash Benefit	☐ Supplemental Nutrition Assistance Program (Food Stamps (HUD) ☐ Special Supplemental Nutrition Program for WIC (HUD) ☐ TANF Child Care Services (HUD)	☐ TANF Transportation Services (HUD) ☐ Other TANF-Funded Services (HUD) ☐ Other Source (HUD)

If Other, Please Specify	_____	
Receiving Benefit?	☐ Yes ☐ No	☐ Data Not Collected

Start Date of Benefit

(e.g., 08/24/2014)

		/			/				
Month			Day			Year			

End Date of Benefit

(e.g., 08/24/2014)

		/			/				
Month			Day			Year			

Additional Benefit	☐ Supplemental Nutrition Assistance Program (Food Stamps (HUD) ☐ Special Supplemental Nutrition Program for WIC (HUD) ☐ TANF Child Care Services (HUD)	☐ TANF Transportation Services (HUD) ☐ Other TANF-Funded Services (HUD) ☐ Other Source (HUD)
If Other, Please Specify	_____	
Receiving Benefit?	☐ Yes ☐ No	☐ Data Not Collected

Start Date of Additional Benefit

(e.g., 08/24/2014)

		/			/				
Month			Day			Year			

End Date of Additional Benefit

(e.g., 08/24/2014)

		/			/				
Month			Day			Year			

Covered by Health Insurance	☐ Yes (HUD) ☐ Client Doesn't Know (HUD) ☐ Not Applicable (HUD)	☐ No (HUD) ☐ Client Refused (HUD) ☐ Data Not Collected (HUD)
Primary Insurance Type	☐ MEDICAID ☐ MEDICARE ☐ State Children's Health Insurance Program ☐ Veteran's Administration (VA) Medical Services ☐ Employer-Provided Health Insurance	☐ Health Insurance obtained through COBRA ☐ Private Pay Health Insurance ☐ State Health Insurance for Adults ☐ Indian Health Services Program ☐ Other
Covered?	☐ Yes ☐ No	☐ Data Not Collected
(HOPWA) If Private Pay Insurance, Specify	_____	
(HOPWA) If No, Reason not covered	☐ Yes (HUD) ☐ Client Doesn't Know (HUD) ☐ Not Applicable (HUD)	☐ No (HUD) ☐ Client Refused (HUD) ☐ Data Not Collected (HUD)

Start Date of Primary Insurance

(e.g., 08/24/2014)

		/			/				
Month			Day			Year			

End Date of Primary Insurance

(e.g., 08/24/2014)

		/			/				
Month			Day			Year			

Secondary Insurance?	☐ Yes (HUD) ☐ Client Doesn't Know (HUD) ☐ Not Applicable (HUD)	☐ No (HUD) ☐ Client Refused (HUD) ☐ Data Not Collected (HUD)
Secondary Insurance Type	☐ MEDICAID ☐ MEDICARE ☐ State Children's Health Insurance Program ☐ Veteran's Administration (VA) Medical Services ☐ Employer-Provided Health Insurance	☐ Health Insurance obtained through COBRA ☐ Private Pay Health Insurance ☐ State Health Insurance for Adults ☐ Indian Health Services Program ☐ Other

Covered?	☐ Yes ☐ No	☐ Data Not Collected

Start Date of Secondary Insurance

(e.g., 08/24/2014)

		/			/				
Month			Day			Year			

End Date of Secondary Insurance

(e.g., 08/24/2014)

		/			/				
Month			Day			Year			

CHAMP PRIORITIZATION

Prioritization Score?	_____

Date of Prioritization Score:			/			/				
	Month			Day			Year			

First Preference for Rapid Re-Housing:	☐ Not eligible for RRH ☐ Downtown - *(Beaumont, Broadway, Fort Sanders, Inskip, Lonsdale, Mechanicsville, Middlebrook, UT)* ☐ North - *(Fountain City, Halls, Heiskell, Powell)* ☐ South - *(Areas south of Tennessee and French Broad River)* ☐ East - *(Burlington, Corryton, Martin Luther King Ave, Mascot, Millertown, Washington Pike)* ☐ West - *(Ballcamp, Bearden, Cedarbluff, Concord, Hardin Valley, Karns, Lovell, Sutherland)*

Second Preference for Rapid Re-Housing:	☐ Not eligible for RRH ☐ Downtown - *(Beaumont, Broadway, Fort Sanders, Inskip, Lonsdale, Mechanicsville, Middlebrook, UT)* ☐ North - *(Fountain City, Halls, Heiskell, Powell)* ☐ South - *(Areas south of Tennessee and French Broad River)* ☐ East - *(Burlington, Corryton, Martin Luther King Ave, Mascot, Millertown, Washington Pike)* ☐ West - *(Ballcamp, Bearden, Cedarbluff, Concord, Hardin Valley, Karns, Lovell, Sutherland)*

First Preference for Permanent Supportive Housing:	☐ Not eligible for PSH ☐ Catholic Charities Samaritan Place ☐ KLF Flenniken Landing ☐ HRMC Cedar Crossing ☐ HRMC College ☐ HRMC Dailey ☐ HRMC Ginn ☐ HRMC Maple Grove ☐ HRMC Morgan Street ☐ HRMC New Hope ☐ HRMC Pleasant Tree ☐ HRMC Willows ☐ HRMC Washington Oaks ☐ Positively Living/ Parkridge Harbor ☐ VMC Minvilla Manor

Second Preference for Permanent Supportive Housing:	☐ Not eligible for PSH ☐ Catholic Charities Samaritan Place ☐ KLF Flenniken Landing ☐ HRMC Cedar Crossing ☐ HRMC College ☐ HRMC Dailey ☐ HRMC Ginn ☐ HRMC Maple Grove ☐ HRMC Morgan Street ☐ HRMC New Hope ☐ HRMC Pleasant Tree ☐ HRMC Willows ☐ HRMC Washington Oaks ☐ Positively Living/ Parkridge Harbor ☐ VMC Minvilla Manor

Additional Comments/Notes (Please Print Legibly):

CHAMP: Universal Data Elements

DATE (e.g., 08/24/2014)

		/			/				
Month			Day			Year			

NAME (first, middle, last name, suffix (e.g., Jr, Sr, III))

DATE OF BIRTH (e.g., 10/23/1978)

		/			/				
Month			Day			Year			

PRIMARY RACE

- ☐ American Indian or Alaska Native (HUD)
- ☐ Asian (HUD)
- ☐ Black or African American (HUD)
- ☐ Native Hawaiian or Other Pacific Islander (HUD)
- ☐ White (HUD)
- ☐ Client doesn't know (HUD)
- ☐ Client refused (HUD)

SECONDARY RACE

- ☐ American Indian or Alaska Native (HUD)
- ☐ Asian (HUD)
- ☐ Black or African American (HUD)
- ☐ Native Hawaiian or Other Pacific Islander (HUD)
- ☐ White (HUD)
- ☐ Client doesn't know (HUD)
- ☐ Client refused (HUD)

ETHNICITY

- ☐ Non-Hispanic / Non-Latino (HUD)
- ☐ Hispanic / Latino (HUD)
- ☐ Client doesn't know (HUD)
- ☐ Client refused (HUD)

GENDER

- ☐ Female
- ☐ Male
- ☐ Transgender male to female (MTF or Male to Female)
- ☐ Transgender female to male (FTM or Female to Male)
- ☐ Gender Non-Conforming (i.e. not exclusively male or female)
- ☐ Client doesn't know
- ☐ Client refused

DOES THE CLIENT HAVE A DISABLING CONDITION?

- ☐ Yes (HUD)
- ☐ No (HUD)
- ☐ Client doesn't know (HUD)
- ☐ Client refused (HUD)

RELATIONSHIP TO HEAD OF HOUSEHOLD

- ☐ Self (head of household)
- ☐ Head of household's child
- ☐ Head of household's spouse or partner
- ☐ Head of household's other relation member (other relation to head of household)
- ☐ Other: non-relation member

CLIENT LOCATION [TN502=Knox Co.]

- ☐ TN-502
- ☐ TN-506
- ☐ TN-509
- ☐ TN-512
- ☐ KY-500

HOUSING STATUS

- ☐ Category 1 – Homeless (HUD)
- ☐ Category 2 – At imminent risk of losing housing (HUD)
- ☐ Category 3 – Homeless only under other federal statutes (HUD)
- ☐ Category 4 – Fleeing domestic violence (HUD)
- ☐ At risk of homelessness (HUD)
- ☐ Stably Housed (HUD)
- ☐ Client doesn't know (HUD)
- ☐ Refused (HUD)

HOMELESSNESS PRIMARY REASON

- ☐ Aged out of Foster Care (YOUTH ONLY)
- ☐ Cannot Find Affordable Housing
- ☐ Criminal Activity in the Past
- ☐ Eviction
- ☐ Fleeing Domestic Violence
- ☐ Loss of Job
- ☐ Loss of Transportation
- ☐ Long-Term Medical Condition (Also see Discharge From Hospital and choose best fit)
- ☐ Mental Health
- ☐ Mortgage Foreclosure
- ☐ Non-Violent Family Confrontation
- ☐ Discharge from Hospital
- ☐ Discharge from Jail
- ☐ Parent Relationship (YOUTH ONLY)
- ☐ Relocation
- ☐ Runaway (YOUTH ONLY)
- ☐ Substance Abuse
- ☐ UN-Safe Housing/Substandard Housing
- ☐ Underemployment/Low Income
- ☐ Utility Shutoff
- ☐ Data Not Collected

RESIDENCE PRIOR TO PROGRAM ENTRY

Literally Homeless Situations

- ☐ Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside) (HUD)
- ☐ Emergency shelter, including hotel or motel paid for with emergency shelter voucher (HUD)
- ☐ Safe Haven (HUD)
- ☐ Interim Housing

Institutional Situations

- ☐ Foster care home or foster care group home (HUD)
- ☐ Hospital or other residential non-psychiatric medical facility (HUD)
- ☐ Jail, prison, or juvenile detention facility (HUD)
- ☐ Long-term care facility or nursing home
- ☐ Psychiatric hospital or other psychiatric facility (HUD)
- ☐ Substance abuse treatment facility or detox center (HUD)

Transitional & Permanent Housing Situations

- ☐ Hotel or motel paid for without emergency shelter voucher (HUD)
- ☐ Owned by client, *no* ongoing housing subsidy (HUD)
- ☐ Owned by client, with ongoing housing subsidy (HUD)
- ☐ Permanent housing (other than RRH) for formerly homeless persons (HUD)
- ☐ Rental by client, no ongoing subsidy (HUD)
- ☐ Rental by client, with VASH subsidy (HUD)
- ☐ Rental by client, with GPD TIP subsidy (HUD)
- ☐ Rental by client, with other ongoing housing subsidy (Including RRH) (HUD)

Transitional & Permanent Housing Situations (Continued)

- ☐ Residential Project or halfay house with no homeless criteria
- ☐ Staying or living in a family member's room, apartment, or house (HUD)
- ☐ Staying or living in a friend's room, apartment, or house (HUD)
- ☐ Transitional housing for homeless persons (including homeless youth) (HUD)

Other

- ☐ Client doesn't know(HUD)
- ☐ Refused (HUD)

LENGTH OF STAY IN PREVIOUS PLACE

- ☐ One night or less
- ☐ Two to six nights
- ☐ One week or more, but less than one month
- ☐ One month or more, but less than 90 days
- ☐ 90 days or more, but less than one year
- ☐ One year or longer (HUD)
- ☐ Client doesn't know (HUD)
- ☐ Client refused (HUD)

IF RESIDENCE PRIOR WAS IN INSTITUTIONAL SETTING AND LENGTH OF STAY IS LESS THAN 90 DAYS, DID YOU STAY ON THE STREETS, ES, OR SH THE NIGHT BEFORE ENTERING THE INSTITUTIONAL SETTING?

- ☐ Yes
- ☐ No
- ☐ N/A

IF RESIDENCE PRIOR WAS IN A TRANSITIONAL OR PERMANENT HOUSING SITUATION AND LENGTH OF STAY IS LESS THAN 7 DAYS, DID YOU STAY ON THE STREETS, ES, OR SH THE NIGHT BEFORE ENTERING THE TRANSITIONAL OR PERMANENT HOUSING SITUATION?

- ☐ Yes
- ☐ No
- ☐ N/A

APPROXIMATE DATE HOMELESSNESS STARTED

(e.g., 08/24/2014)

		/			/				
Month			Day			Year			

REGARDLESS OF WHERE THEY STAYED LAST NIGHT – NUMBER OF TIMES THE CLIENT HAS BEEN ON THE STREETS, IN ES, OR SH IN THE PAST THREE YEARS INCLUDING TODAY

- ☐ One time (HUD)
- ☐ Two times (HUD)
- ☐ Three times (HUD)
- ☐ Four or more times (HUD)
- ☐ Client doesn't know (HUD)
- ☐ Client refused (HUD)

Total number of months homeless on the street, in ES or SH in the past three years

- ☐ One month (this time is the first month) (HUD)
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7
- ☐ 8
- ☐ 9
- ☐ 10
- ☐ 11
- ☐ 12
- ☐ More than 12 months (HUD)
- ☐ Client doesn't know (HUD)
- ☐ Client refused (HUD)

Zip Code of Last Permanent Address

Domestic violence victim/survivor

☐	Yes (HUD)	☐	Client doesn't know (HUD)
☐	No (HUD)	☐	Client refused (HUD)

If yes for Domestic violence victim/survivor, when experience occured

☐	Within the past three months (HUD)	☐	More than a year ago (HUD)
☐	Three to six months ago (HUD)	☐	Client doesn't know (HUD)
☐	From six to twelve months ago (HUD)	☐	Client refused (HUD)

If yes for Domestic Violence Victim/Survivor, are you currently fleeing?

☐	Yes (HUD)	☐	Client doesn't know (HUD)
☐	No (HUD)	☐	Client refused (HUD)

ATTACHMENT 3: SAMPLE CONSENT FORMS

DEPARTMENT OF HEALTH AND HUMAN SERVICES - SAMHSA
SAFETY THROUGH RECOVERY, ENGAGEMENT, AND EVIDENCE-BASED TREATMENT AND SUPPORT
OPPORTUNITY NUMBER: SM-26-019 | FEDERAL ASSISTANCE LISTING: 93.243
SUBMITTED BY: KNOX COUNTY, TENNESSEE

Welcome to CHAMP

CHAMP is a partnership of over 20 agencies in Knoxville and Knox County, connecting people with housing and services. This **20-30-minute interview** is the first step in the CHAMP process, helping us understand your needs.

By participating, you agree to the following:

- This interview does not guarantee that I or my agency will work with you. Referrals are based on availability and needs.
- Participation in CHAMP does not guarantee eligibility or admission to housing or services. Housing options are limited, and finding housing will take time.
- Please provide accurate and truthful information to avoid delays and unsuccessful referrals.
- Your provider needs to know how to reach you if opportunities arise. Please update them with any changes to your contact information.
- If you have a complaint or feel you've been treated unfairly, request an appeal form from any participating agency.
- You have the right to skip questions, but this may result in less accurate referrals.
- If you feel discomfort during the interview, we can take a break anytime.
- We value your time! Please keep your answers brief. You can usually answer questions with just one word like "yes" or "no."

KnoxHMIS Privacy Notice

Purpose

KnoxHMIS is the Homeless Management Information System (HMIS) for Knoxville and Knox County, Tennessee. This document (“Privacy Notice”) describes the privacy protections set in place by KnoxHMIS and its Partner Agencies ("Agencies") entering data into HMIS. This Privacy Notice covers how KnoxHMIS handles **Personally Identifiable Information (PII)** for the Agencies’ Clients. PII is any information that is specific enough to identify a person, either on its own or combined with other data.

Partner Agency Responsibilities

Agencies are required to adopt and comply with all the privacy protections detailed in this Privacy Notice. Agencies are encouraged to provide a copy of this Privacy Notice to each Client, and must:

- Inform Clients that PII is being collected and provide the reasons for collecting this information.
- Post this Privacy Notice visibly in places where intakes occur.
- Provide a copy of this Privacy Notice, the KnoxHMIS Release of Information, and KnoxHMIS Partner Poster (listing all agencies with HMIS access) upon Client request.

While posting this Privacy Notice is the minimum requirement, Agencies may choose to take additional steps to ensure the Client is fully informed, e.g., by guiding the Client through this Privacy Notice and answering questions as needed. Agencies shall provide reasonable accommodations to persons with disabilities and persons with limited English proficiency to ensure their understanding of the KnoxHMIS Privacy Notice and the KnoxHMIS Release of Information Form (ROI).

Accountability

Agencies must uphold relevant federal and state confidentiality regulations and laws that protect Client records, including but not limited to the privacy and security standards found in HUD’s Data and Technical Standards. If an Agency is a HIPAA-covered entity, the Agency is required to operate in accordance with HIPAA regulations and is exempt from the privacy and security standards found in HUD’s Data and Technical Standards.

Access and Correction

Agencies must allow Clients to view their personal information recorded in HMIS and provide Clients a copy upon their request. Clients have a right to rescind their consent for HMIS partners to share Client information; data already entered will not be un-shared, but data for projects entered thereafter will be locked down.

Agencies must offer to explain any information that is not understood.

Clients must request to view their HMIS data in writing to their social worker/case manager. Agencies must consider a written request for correction of inaccurate or incomplete personal information. If the Agency agrees that the information is inaccurate or incomplete, the Agency may delete it or may choose to mark it as inaccurate or incomplete and to supplement it with additional information.

Agencies may deny the Client's request for inspection or copying of personal information if:

a. Information was compiled in reasonable anticipation of litigation or comparable proceedings
b. Information is about another person
c. Information was obtained under a promise of confidentiality and disclosure would reveal the source of the information, or
d. Disclosure of the information would be reasonably likely to endanger the life or physical safety of any person.

If the Agency denies a request for access or correction, it must explain the reason for the denial and include documentation of the request and the reason for the denial.

Agencies may reject repeated or harassing requests for access or correction.

Purpose and Use Limitations

Agencies may use or disclose personal information for purposes described in this part of the notice. The Agency assumes that Clients consent to the use or disclosure of personal information for the purposes described here and for other uses and disclosures that are determined to be compatible with these uses or disclosures:

a. To internally manage data related to programs and services such as shelter, case management, and the provision of basic needs.
b. To complete functions related to payment or reimbursement for services,
c. To carry out administrative functions such as staff oversight management functions, and auditing purposes;
d. To create de-identified (anonymous) information that can be used for research and statistical purposes or for reporting to funders, the general public, or key decision makers for the purposes of informing future homeless services efforts. *(No names, date of birth, or other personally identifiable information beyond numeric Client ID will be shared.)*;
e. To avert a serious threat to health or safety if:
    the agency believes that the use or disclosure is necessary to prevent or lessen (1) a public health crisis or (2) a serious and imminent threat to the health or safety of a Client or the public, and the use or disclosure is made to a person reasonably able to prevent or lessen the threat, including the target of the threat;
f. To report victims of abuse when required by law;
g. To deduplicate Client records (i.e. share just enough information to ensure that each Client is only entered into HMIS once, e.g., by sharing name, age, and social security number within the secure HMIS platform);
h. To coordinate care between street outreach teams when Client is staying in places not meant for habitation

i. For judicial and administrative proceedings in response to a lawful court order, court-ordered warrant, subpoena or summons issued by a judicial officer, or a grand jury subpoena, again only as required by law;
j. For oversight of compliance with HMIS requirements.

Before any use or disclosure of personal information that is not described here, the agency must first seek the Client's consent.

Confidentiality

Each agency must maintain any/all personal information as required by federal, state, or local laws.

Agencies may only access or enter Client information when it is necessary for providing services to the Client.

Under no circumstances may Agencies knowingly enter false or misleading data, or use HMIS with intent to defraud federal, state or local governments, Clients or entities, or to conduct any illegal activity.

Agencies shall ensure that all HMIS users are trained through HMIS and comply with the *KnoxHMIS User License & Policy Agreement*.

HMIS users are not permitted at any time to share their HMIS username and password with anyone else, including fellow staff members or volunteers.

If an Agency discovers data was shared beyond the scope of this Privacy Notice, they shall contact KnoxHMIS within 7 (seven) calendar days.

In no situations should an Agency, directly or indirectly, receive remuneration in exchange for any protected health information of a Client.

Protections for Victims of Domestic Violence, Dating Violence, Sexual Assaults and Stalking

Victim service providers supported by Violence Against Women Act (VAWA) funding are prohibited from entering data into HMIS. Agencies must be particularly aware of the need for confidentiality regarding information about persons who are victims of domestic violence, dating violence, sexual assault, and stalking. Additional protections for these Clients includes explicit training for staff regarding the potentially dangerous circumstances that may be created by improper release of Victims' personally identifiable information.

The provisions of this Privacy Notice shall go into effect immediately. This Privacy Notice may be revised at any time, and amendments may affect data entered before such changes were made.

For more information, please contact KnoxHMIS support staff at (865) 974-9217 or HMISsupport@utk.edu.

KnoxHMIS Release of Information (ROI)

What is KnoxHMIS?
KnoxHMIS is a computer system used by homeless service providers in Knoxville/Knox County.

Why is it important?
Sharing your data through KnoxHMIS allows your service providers to work together to help you. It also means you won't have to answer the same questions many times.

What information is entered?
Your name, birthdate, gender, race, family details, housing and service history, employment, education, income, and other basic information will be entered into KnoxHMIS. This includes information about your children or dependents if they also receive help.

Who can see my information?
Only trained and approved users from HMIS partner agencies can access HMIS. They only view data *as needed* to support you, and they follow strict rules about keeping your data safe. All HMIS users can see very basic information like your name, age, and SSN. If you say "I give consent" below, HMIS partner agencies can also share other information with each other such as your housing history and the services you've received. Ask your provider for a complete list of HMIS partner agencies; this list can change over time.

KnoxHMIS sometimes reports data to help our community understand local needs, improve services, and get funding, but these reports *do not* include names, birthdates, or other identifying information. On very rare occasions, information may also be shared beyond these HMIS partner agencies in cases involving serious risk of harm.

What if I say YES?
If you say "I give consent" at the bottom of this form, you're allowing the agencies that serve you to share your information with other HMIS partners, including data from past services. Saying "I give consent" also gives you the option to participate in CHAMP, our local coordinated entry system. Consent is necessary for CHAMP participants, because CHAMP requires data sharing between providers.

What if I say NO?
If you say "I DO NOT give consent" or leave this form unsigned, your program and service information will still be saved in KnoxHMIS, but only *this provider* (the agency you list on page 2) will be able to see it. If you are staying on the street or in an encampment, multiple street outreach teams may work together to support you and may share basic information *only* with other outreach workers.

Is my information safe?
Yes, KnoxHMIS keeps your data safe and private with many protections, including strict federal and local privacy rules. All HMIS partner agencies and staff sign binding agreements to protect your information.

Can I change my mind?
If you permit us to share your information, your consent is valid until you cancel it, which you can do at any time by telling your service provider in writing. Existing data cannot be unshared, but data for projects entered from that point on will not be shared.

What if I want to know more?
For more information, please see the **KnoxHMIS Privacy Notice**, available through your provider or at KnoxHMIS.org/partners. You have a right to a copy of this Release of Information and/or the Privacy Notice. For questions or complaints about how your data are used, please call KnoxHMIS staff (voice calls only) at 865-974-9217.

Please complete a separate form for each **adult**:

☐ **I give consent** for KnoxHMIS partner agencies to use KnoxHMIS to share basic data about me and, if applicable, my children. I will only need to sign this consent one time, and it will be effective for all HMIS programs I work with until I take back my consent.

☐ **I DO NOT give consent** for _____ to share my information with
Name of Agency & Project

other KnoxHMIS partners. Not giving consent **will not** affect whether I can receive services, but I am aware that it may be harder to find help if my providers lack the information they need to work together.

_____	_____	_____
Printed Name (Client or Guardian)	Signature	Date

**** STAFF USE ****

_____	_____	_____	_____
Staff Name (Print)	Staff Signature	Agency	Date

Provider: Once this ROI is signed, you must upload it immediately to HMIS, or securely store it at the Agency until it can be uploaded to HMIS.

Helen Ross McNabb Center
General Consent and Release of Information Guide to Services
Acknowledgment

Client Name:_____ **Client ID:**_____

By placing my initials in the applicable boxes below, I am indicating my consent or refusal to the consent for information that has been presented to me within the *Helen Ross McNabb Center's General Consent and Release of Information Guide to Services.*

1. Consent to Contact after Discharge

I consent for a Center Representative to contact me after discharge.

_____Yes _____No

2. Consent for Photography, Video Recording, and other imaging if applicable by program

I consent to allow for photography, video recording, and other imaging during the course of my services.

_____Yes _____No

3. Consent to Electronic Communication

I consent to receive communication in the electronic formats selected below for treatment or marketing purposes:

Voice: _____Yes _____No

Text: _____Yes _____No
Short Message Service (SMS)

Email: _____Yes _____No

☐ By checking this box, I am opting out of all communication related to marketing.

Current Phone Number:_____ _____

Current Email Address:_____ _____

I accept responsibility for notifying the Center's Health Information Management representative at 1-800-255-9711 when my contact information changes. I understand that I have the right to revoke (withdraw) my consent except to the extent that Helen Ross McNabb Center Inc., Designated Party, or any other lawful holder has already acted in reliance on this consent. Revocation must be done in writing and submitted to the HRMC Privacy Officer or designee via email/US mail or in person.

By signing this document, I acknowledge receipt and understanding of the *Helen Ross McNabb Center's General Consent and Release of Information Guide to Services,* and **I consent to receive Treatment and/or Social Services as described in Section 1. A-G of the document.** I have had the opportunity to have this information explained to me in an understandable manner (either written or verbal format) as applicable, and I have had the opportunity to ask questions. I understand that I may receive a copy of this signed document.

_____ _____
Signature of Client/Guardian/Legal Representative **Date Signed**

_____
Printed Staff Name

_____ _____
Staff Signature **Date Signed**

Electronic Signature Authorized During Telehealth Service or Via Remote Communication
I authorize the use of an electronic signature for this document in accordance with the E-SIGN Act and UETA. This document was reviewed and explained to me during a telehealth service or other remote communication, and I authorized the staff member to document my electronic signature after I reviewed this document, voiced my understanding of it, and verbally confirmed my intent to sign. This shall have the same legal effect as my handwritten signature.
/s/ Client/Guardian Name:_____ *(entered with authorization)*
Date Authorized:_____
Provider Name:_____
Provider Signature:_____
Electronic Signature recorded _____ at _____ (date/time)

Helen Ross McNabb Center

Authorization to Release or Receive Protected Health Information

Client Name:_____ **Client ID:**_____
Date of Birth:_____ **Phone:**_____

I authorize the Helen Ross McNabb Center Inc. (ALL HRMC SERVICES) OR Specify HRMC Program:_____
to RELEASE and RECEIVE the information and/or records specified below on the individual named above to/from the Second Party as directed below. This release serves as a two-way or reciprocal release. **Additional options:** ☐ ONLY Release ☐ ONLY Receive

SECOND PARTY:
Name/Agency:_____ Relationship to Client:_____
Address:_____
Phone:_____ Fax:_____

This authorization is applicable only to the information, time period, or event, and purpose(s) specified below:
IMPORTANT NOTICE: Some information on this form has been pre-populated for your convenience. You may change ANY section before signing.

Select the TYPE of RECORDS to be Disclosed (check those items you would like released IN ADDITION TO Mental Health/Social/Medical):
X Mental Health/Social/Medical *(_____ initial here if you do NOT want these records released)*
Check for additional or alternative types: ☐ Substance Use Disorder *(may also include mental health records)* ☐ HIV/AIDS ☐ Genetic

Select the TYPE of INFORMATION to be Disclosed:
X Complete Health Record *(_____ initial here if you do NOT want your complete record released and select from below options)*
☐ Diagnosis ☐ Progress Reports ☐ Prescribed Medications ☐ Treatment Plan ☐ Assessments/Evaluations
☐ Labs ☐ Discharge Summary ☐ Client Status ☐ Other:_____

Service TIME PERIOD to be Disclosed:
X Intake to Discharge *(or enter different time period here if desired _____ to _____)*

The PURPOSE of the Disclosure:
X At the Request of the Individual *(or choose one of the following)*
☐ Coordination of Care ☐ Referral ☐ Court/Legal ☐ Other: _____

This authorization will expire on the following date, event, or condition:
☐ 60 Days ☐ 90 Days ☐ 180 Days ☐ Termination of Treatment ☐ 90 Days post Discharge ☐ Other: _____
Unless I specify otherwise, this Authorization expires 180 days from the date signed or upon termination of treatment, whichever occurs first. This Authorization applies to health information relating to my past, present, or future physical or mental health treatment or payment for healthcare services.

Revocation: I understand that I may revoke this Authorization at any time by submitting a written request to the HRMC Privacy Officer or designee, except to the extent action has already been taken in reliance on it. Revocation does not apply where law permits an insurer to contest a claim under a policy. **Voluntary Authorization:** I understand that signing this Authorization is voluntary. HRMC will not condition treatment, payment, enrollment, or eligibility for benefits on whether I sign this Authorization. **Re-disclosure:** Information disclosed under this Authorization may no longer be protected by federal privacy law and may be re-disclosed by the recipient. However, federal and state law may restrict re-disclosure of HIV/AIDS, genetic testing, and substance use disorder ("SUD") information. Federal law (42 CFR Part 2) prohibits unauthorized re-disclosure of SUD information, including by Designated Parties, without my written consent except as otherwise permitted by law.

I have read, or have had read to me, the above statements and understand them as they apply to me. I have been given the opportunity to review, change, or remove any pre-populated content. I understand that I may receive a copy of this signed authorization form.

_____ _____
Signature of Client/Guardian/Legal Representative **Date Signed**

_____ _____
Printed Staff Name & Signature **Date Signed**

Electronic Signature Authorized During Telehealth Service or Via Remote Communication
I authorize the use of an electronic signature for this document in accordance with the E-SIGN Act and UETA. This document was reviewed and explained to me during a telehealth service or other remote communication, and I authorized the staff member to document my electronic signature after I reviewed this document, voiced my understanding of it, and verbally confirmed my intent to sign. This shall have the same legal effect as my handwritten signature.
/s/ Client/Guardian Name:_____ *(entered with authorization)*
Date Authorized:_____
Provider Name:_____
Provider Signature:_____
Electronic Signature recorded _____ at _____(date/time)

ATTACHMENT 4: PROJECT TIMELINE

DEPARTMENT OF HEALTH AND HUMAN SERVICES - SAMHSA
SAFETY THROUGH RECOVERY, ENGAGEMENT, AND EVIDENCE-BASED TREATMENT AND SUPPORT
OPPORTUNITY NUMBER: SM-26-019 | FEDERAL ASSISTANCE LISTING: 93.243
SUBMITTED BY: KNOX COUNTY, TENNESSEE

YEAR 1

QUARTER	ACTIVITIES	RESPONSIBLE PARTY
Quarter 1: *Oct. 2026- Dec. 2026*	Finalize hiring of Project Coordinator	Program Director
	Formalize MOUs with Partners	Program Director
	Release RFP for Environmental Scan, Mapping and Program Evaluation	Program Director
	Convene Stakeholders	Program Coordinator
	Formalize STREETS policies and procedures	Program Coordinator
Quarter 2: *Jan. 2027- Mar. 2027*	Conduct Environmental Scan and Hot Spot Mapping	Contracted Agency
	Develop Treatment-Priority By-Name list with Knox HMIS	Knox HMIS and CoC
	Mobilize outreach workers and Mobile Clinical Engagement Team	CAC, VMC, KSMO, AMR, McNabb, KCSO
	Begin enrolling participants through street-based activities and justice system partners, administer required activities	CAC, VMC, Public Defender
	Quarterly Stakeholder Meeting	Program Coordinator and all Partners
	Begin Program Evaluation	Program Evaluator
	Begin monitoring framework and quality improvement	Program Manager
Quarter 3: *Apr. 2027- June 2027*	Continuation of required activities	All
	Quarterly Stakeholder Meetings	All
	Monthly clinical reviews	Program Coordinator, McNabb Center, CAC, and VMC
	Monitoring of Subrecipients	Program Manager
Quarter 4: *July 2027- Sept. 2027*	Continuation of required activities	All
	Quarterly Stakeholder Meeting	All
	Monthly clinical reviews	Program Coordinator, McNabb Center, CAC, and VMC
	Determine process improvements for Year 2	Program Evaluator
	50 unduplicated individuals served	All

YEAR 2, 3, AND 4

QUARTER	ACTIVITIES	RESPONSIBLE PARTY
Quarter 1:	Continuation of required activities	All
	Quarterly Stakeholder Meeting	All

	Monthly clinical reviews	Program Coordinator, McNabb Center, CAC, and VMC
	Implement process improvements	All
	Re-evaluate scan and mapping	All
	Renews MOUs	Program Director and Program Manager
Quarter 2:	Continuation of required activities	All
	Quarterly Stakeholder Meeting	All
	Monthly clinical reviews	Program Coordinator, McNabb Center, CAC, and VMC
Quarter 3:	Continuation of required activities	All
	Quarterly Stakeholder Meeting	All
	Monthly clinical reviews	Program Coordinator, McNabb Center, CAC, and VMC
	Monitoring of Subrecipients	Program Manager
Quarter 4	Continuation of required activities	All
	Quarterly Stakeholder Meeting	All
	Monthly clinical reviews	Program Coordinator, McNabb Center, CAC, and VMC
	Determine process improvements for next year	Program Evaluator
	100 unduplicated individuals served	All

Attachment 5: Biographical Sketches and Position Descriptions

Department of Health and Human Services - SAMHSA
Safety Through Recovery, Engagement, and Evidence-Based Treatment and Support
Opportunity number: SM-26-019 | Federal Assistance Listing: 93.243
Submitted by: Knox County, Tennessee

SHARON SHANKS

Knoxville, TN
Sharon.Shanks@knoxcounty.org

SUMMARY

Strategic public-sector leader with extensive experience building collaborative partnerships across local government, nonprofit organizations, community stakeholders, and the private sector. Proven success administering public and grant-funded programs, strengthening community initiatives, and leading cross-sector efforts that improve services and opportunities for residents. Skilled in public administration, community development, grants management, and stakeholder engagement, with experience coordinating programs that address health, housing stability, and workforce development.

WORK EXPERIENCE

Community Service Division Director, Knox County **2022 - Present**

- Direct the Community Service Division and oversee grant-funded initiatives that strengthen housing stability, health supports, workforce development, and recovery-oriented programming across Knox County.
- Lead cross-sector collaboration with local governments, nonprofit agencies, healthcare providers, and justice-system partners to improve service delivery, ensure compliance, and coordinate resources for high-acuity populations.
- Manage program operations, budgets, personnel, and performance outcomes while advancing strategic planning efforts that expand access to community services and align with countywide priorities.

Director of Community Based Initiatives, Knox County **2019 - 2022**

- Cultivated and sustained strategic partnerships with community organizations, government agencies, educational institutions, and private-sector leaders to strengthen countywide outreach and service delivery.
- Researched and implemented innovative, culturally responsive strategies to improve communication, community engagement, workforce initiatives, and access to supportive services.
- Provided executive leadership for developing and executing countywide engagement strategies, coordinating internal and external resources to advance collaborative initiatives and improve community outcomes.

KnoxWorx Director, Knoxville Leadership Foundation **2017-2019**

- Directed workforce development programs serving job seekers, employers, and community partners, expanding access to employment supports and coordinated community services.
- Built and sustained partnerships with employers, workforce boards, educational institutions, and community organizations to strengthen service delivery and improve economic mobility outcomes.

EDUCATION

Education Specialist, Educational Leadership
Lincoln Memorial University

Masters of Arts, Human Resource Development & Training
Tusculum College

Bachelor of Science, Organizational and Financial Management
Tusculum College

STREETS Program Coordinator Job Description

FLSA Classification	Exempt	**Hours per Pay Period**	80

Purpose of Job

The purpose of this position is to support the implementation, operations, and reporting requirements of the SAMHSA-funded STREETS grant. This role ensures that program activities align with SAMHSA guidelines, project goals, timelines, and performance measures. The coordinator works closely with community partners, service providers, leadership, and program staff to advance substance use prevention, treatment, and recovery initiatives.

Essential Functions

- Support day-to-day operations of the STREETS grant, ensuring activities meet SAMHSA standards and grant objectives.
- Coordinate outreach, education, and engagement activities related to substance use prevention and recovery support.
- Maintain detailed and accurate documentation, including participant records, service delivery logs, and required federal reporting.
- Assist in collecting, tracking, and analyzing program data for SAMHSA performance measures.
- Schedule and coordinate meetings, trainings, and collaborative activities with partners.
- Prepare program updates, progress summaries, and documentation for internal and external stakeholders.
- Support grant budgeting tasks by tracking expenditures and verifying allowable costs.
- Serve as a point of contact for community partners, ensuring timely communication and strong collaboration.
- Help ensure compliance with SAMHSA regulations, confidentiality requirements, and organizational policies.
- Provide logistical and administrative support to program leadership as needed.

Minimum Training & Qualifications

- Bachelor's degree in public health, social work, psychology, education, or related field preferred; equivalent experience considered.
- Experience working with federally funded programs, behavioral health services, or community-based initiatives is strongly preferred

Competencies

- Strong organizational, communication, and project coordination skills.
- Ability to manage multiple tasks, meet deadlines, and maintain accurate records.
- Experience with data collection, reporting systems, or grant performance metrics.
- Familiarity with trauma informed care, substance use disorders (SUD), co-occuring disorders, and behavioral/mental health treatment principles.
- Experience working with vulnerable populations.
- Experience working and managing complex projects related to substance use prevention, treatment, recovery, and housing stability.

SARAH BRADSHER

WORK EXPERIENCE

Knox County Government | Knoxville, TN

***Grants Program Manager* | February 2026 – Present**

- Direct the strategic planning, execution, and lifecycle management of a diverse portfolio of programs funded via local, state, and federal streams.
- Oversee complex sub-recipient contracts to guarantee 100% adherence to terms, conditions, approved budgets, and federal regulations.
- Analyze sub-recipient performance data and deliver specialized technical assistance and policy interpretations to mitigate compliance risks**.**
- Evaluate high-stakes grant applications and provide data-backed funding recommendations to departmental leadership**.**
- Lead cross-functional data collection to author comprehensive monthly, quarterly, and annual performance reports for state and federal agencies**.**

***Grants Coordinator* | May 2024 – February 2026**

- Maintained budget documents and performed rigorous grant reconciliations to ensure error-free financial reporting**.**
- Co-led the strategic implementation and compliance tracking of a complex project funded by FEMA's Regional Catastrophic Preparedness Grant (RCPG), successfully developing regional preparedness and community resiliency frameworks across 16 counties**.**
- Drafted and executed multiple Requests for Proposals (RFPs), comprehensively reviewing and scoring vendor applicants to secure specialized contractors.
- Spearheaded the creation of specialized low-barrier emergency shelter training courses; successfully launched and managed curriculum modules on a Talent LMS platform to scale regional education.

Volunteer Ministry Center | Knoxville, TN

***Various Social Work and Nonprofit Roles and Promotions* | July 2018 – April 2024**

***Director of the Bush Family Refuge* | November 2021 – April 2024**

- Supervised, trained, and evaluated full-time staff and interns by implementing performance metrics and professional best practices
- Facilitated critical communications between program directors, community staff, and clients to dynamically deploy changing operational resources**.**
- Managed the scheduling, recruitment, and tracking of volunteer network to ensure uninterrupted shift coverage**.**
- Maintained audit records by reviewing and approving all program expenditures in strict alignment with funder guidelines**.**

***Permanent Supportive Housing & Provisional Case Manager* | July 2018 – October 2021**

- Coordinated comprehensive, specialized care for a caseload of 20+ vulnerable clients navigating severe mental health and substance use diagnoses**.**
- Rapidly assessed high-stress crisis situations and executed immediate, safe de-escalation interventions.
- Managed client profiles within the HMIS database, maintaining strict record tracking, precise case notes, and structural internal spreadsheets.

EDUCATION

University of Tennessee | Knoxville, TN| *BS Journalism and Electronic Media* | April 2014

SKILLS

Sub-Recipient Monitoring| HUD Systems| Contract Management| Federal Grant Regulations| Budget Reconciliation| Performance Metrics| Technical Assistance| Project Lifecycles| Event Logistics HMIS Database| Cross-Functional Collaboration| Microsoft Office Suite (Excel, Word, PowerPoint)| Google Workspace

Environmental Scan & Hot Spot Mapping
Contracted Service and Scope

Purpose	Knox County Grants and Community Development will procure a contracted service provider to conduct an environmental scan and hot spot mapping to inform STREETS outreach and implementation. This service will supply the project with the geospatial and environmental analysis needed to identify areas with concentrated unsheltered homelessness, elevated behavioral health needs, and increased overdose risk.
Scope of Work	• Conduct a comprehensive countywide environmental scan assessing service availability, geographic gaps, encampment patterns, and behavioral health risk indicators. • Develop geospatial hot spot maps using data sources such as HMIS, EMS overdose calls, shelter utilization, law enforcement activity, and public-health surveillance. • Identify priority outreach zones and emerging locations requiring targeted engagement by STREETS mobile teams. • Provide data visualizations, reports, and interpretation of geographic and environmental trends to support strategic planning and deployment of services. • Coordinate with the Program Evaluator, KCGCD, and project partners to ensure alignment with existing data systems and continuous quality-improvement efforts. • Present findings to KCGCD and the Governance Board to support evidence-based decision-making throughout the project period.
Procurement and Oversite	This service will be contracted through Knox County's competitive procurement process. The selected provider will have demonstrated experience in GIS mapping, environmental scanning, homelessness system analysis, and public-health data interpretation. KCGCD will oversee contract performance, deliverables, and integration of findings into the STREETS project.

Crystal M. Widener

PROFESSIONAL EXPERIENCE

Budget Manager, Knox County Government – Grants **Nov 2023 – Present**
Knoxville, TN | (865) 215-5000

- Manage and oversee the department's annual operating budget exceeding $100 million across local, state, and federal funding streams, ensuring accurate allocation, regulatory compliance, and financial accountability.
- Prepare and maintain budget documents, reconcile grant accounts, revenue activity, and purchasing card transactions, and monitor expenditures to ensure fiscal integrity.
- Conduct financial analysis and forecasting to support strategic planning, budget development, and long-term funding decisions.
- Process budget amendments and prepare monthly and quarterly reimbursement requests for multiple grant and funding sources.
- Generate and distribute detailed financial reports to support program administration, grant compliance, audits, and executive decision-making.

Internal Staff Accountant, Knox County Health Department **Jun 2017 – Nov 2023**
Knoxville, TN | (865) 215-5300

- Maintained daily bank deposit records and reconciled bank statements, lockbox payments, credit card deposits, and general accounts to ensure financial accuracy and accountability.
- Managed and audited petty cash, lockbox activity, and gift card inventories while preparing, processing, and reconciling grant invoices to maintain compliance with funding requirements.
- Reviewed invoices, prepared check requests, processed travel reimbursements, and transferred funds to appropriate revenue and organizational accounts.
- Processed, verified, and approved employee timesheets for all Health Department personnel to support accurate and timely payroll processing.

Finance Payment Specialist, EdFinancial Services **May 2012 – Feb 2014**
Knoxville, TN | (865) 342-5500

- Processed borrower, claim, and consolidation student loan payments through phone, email, and mail channels while consistently meeting production and accuracy goals.
- Completed payment processing functions including ACH transactions, refunds, write-offs, reversals, queue management, and system requests.
- Researched and resolved loan servicing and payment discrepancies to ensure accurate account maintenance and regulatory compliance.
- Prepared daily and weekly production reports, supported lender and compliance audits through documentation gathering, and developed training manuals for payment, refund, and claim procedures.

Member Service Officer, ORNL Federal Credit Union **Nov 2005 – May 2012**
Oak Ridge, TN | (865) 688-9555

- Processed secured and unsecured loan applications, evaluated financial documentation, and assisted members with financial products and services to support individual and business banking needs.
- Managed new personal and business account openings, IRA setup, teller transactions, ACH deposits, wire transfers, card servicing, and currency orders while consistently meeting sales and production goals.
- Prepared financial reports, supported daily branch operations, served as vault custodian, and conducted audits of cash machines and vault activity to ensure accuracy and compliance.
- Led staff meetings, coordinated employee schedules, developed promotional materials, and trained and coached team members while providing prompt multi-channel member support and maintaining regulatory compliance.

EDUCATION

King University **Aug 2015**
Bachelor of Business Administration

Savanah Sommerfeld

SKILLS

Strategic and detail-oriented finance professional with experience in public-sector budgeting, grant management, financial reporting, and compliance. Skilled in preparing and monitoring budgets, reconciling accounts, overseeing financial transactions, and supporting department leadership with accurate, timely fiscal insights. Committed to ensuring accuracy, attention to detail, supporting team initiatives, and staying in compliance with accounting standards and regulations.

PROFESSIONAL EXPERIENCE

Internal Staff Accountant

Knox County Grants and Community Development | Sept. 2024 - Present

Knox County Health Department | Nov. 2023 - Sept. 2024

- Manage comprehensive grant financial operations, including invoicing, budget tracking, amendments, and compliance documentation across multiple local, state, and federal programs. Prepare and reconcile financial records to support accurate monthly, quarterly, and annual reporting, while partnering with program managers to validate expenditures and ensure alignment with funding requirements.
- Oversee daily financial transactions by performing and reconciling bank deposits, generating credit card activity reports, auditing petty cash and gift card balances, and preparing transfers for disbursement corrections.
- Produce monthly operational reports, including mail activity summaries, vendor invoicing for vital records certificates, and financial reporting for the Breast and Cervical Cancer program, ensuring accuracy and timely submission.
- Utilize Munis to generate financial reports and compile supporting documentation for monthly grant invoicing across local, state, and federal funding sources. Prepare quarterly grant expense reports and develop annual accrual estimates to support precise financial planning and year-end reporting.

Medical Billing Clerk

August 2021 - November 2023

- Processed medical claims for the indigent care community in Knox County, TN. Opened and sorted mail according to the correct provider. Entered and processed claims for multiple specialists and hospitals. Ran monthly reports and created check requests for payment of claims.

EDUCATION

Walters State Community College

August 2016 - December 2017

I majored in pre-med and psychology.

STREETS Program Evaluator – Contracted Role and Scope of Work

Purpose

The Program Evaluator will be a contracted position responsible for leading all performance measurement, evaluation, and continuous quality-improvement activities for the STREETS initiative. The evaluator will design and maintain the project's internal evaluation plan and ensure alignment with SAMHSA's required performance metrics, reporting standards, and fidelity expectations.

Scope of Work

- Develop and implement the STREETS evaluation plan, including data-collection protocols, measurable objectives, and outcome-tracking tools.
- Oversee the analysis of quantitative and qualitative data related to outreach activities, treatment engagement, housing outcomes, recovery supports, and service coordination.
- Monitor fidelity to evidence-based and evidence-informed practices and provide recommendations that strengthen program effectiveness and alignment with grant requirements.
- Produce required SAMHSA reports, performance dashboards, and narrative summaries documenting project progress and system-level impact.
- Facilitate continuous quality-improvement (CQI) processes by identifying gaps, analyzing trends, and proposing actionable strategies to enhance service delivery.
- Collaborate with KCGCD, behavioral health providers, housing organizations, HMIS administrators, and justice-system partners to ensure accurate data sharing and timely reporting.
- Participate in governance and coordination meetings as necessary to align evaluation activities with broader project goals.

Structure

This role will be filled through a competitive procurement process managed by Knox County Grants and Community Development. The selected evaluation firm will demonstrate experience in behavioral health evaluation, homelessness system data, federal grant compliance, and outcomes analysis for high-acuity populations.

Competencies

Estimated at 0.25–0.50 FTE depending on final scope and data-reporting requirements.

ATTACHMENT 6: CONFIDENTIALITY AND SAMHSA PARTICIPANT PROTECTION

DEPARTMENT OF HEALTH AND HUMAN SERVICES - SAMHSA
SAFETY THROUGH RECOVERY, ENGAGEMENT, AND EVIDENCE-BASED TREATMENT AND SUPPORT
OPPORTUNITY NUMBER: SM-26-019 | FEDERAL ASSISTANCE LISTING: 93.243
SUBMITTED BY: KNOX COUNTY, TENNESSEE

Protect Participants and Staff from Potential Risks

Identify and describe possible physical, medical, psychological, social, and legal risks or potential adverse effects your project participants may be exposed to.

Participants in the STREETS program may experience physical, medical, psychological, social, or legal risks while engaging in street-based outreach, clinical assessment, or treatment services. Possible risks include exposure to environmental hazards in encampments, medical complications related to untreated physical or behavioral health conditions, emotional discomfort during assessment or disclosure of sensitive information, social stigma associated with homelessness or substance use, and legal concerns related to justice involvement or past criminal charges. Participants may also experience distress during crisis intervention or treatment transitions.

Identify and describe possible physical, medical, psychological, social, and legal risks, or potential adverse effects, your project staff may be exposed to.

STREETS staff may encounter physical or medical risks when working in encampments or unstable environments, including exposure to hazardous conditions, aggressive behaviors, communicable diseases, or overdose scenes. Staff may also experience psychological stress due to crisis encounters, emotional intensity during client interactions, or working with individuals experiencing acute behavioral health symptoms. Social or legal risks may arise when navigating complex situations involving law enforcement, emergency response, or mandated reporting.

Describe how you will minimize or protect participants and staff against potential risks, including risks to confidentiality.

To protect participants and staff, STREETS will implement strong safety, confidentiality, and clinical protocols, including:

- Trauma-informed and person-centered engagement
- Secure handling of participant information consistent with HIPAA, 42 CFR Part 2, and HMIS privacy standards
- Staff training in de-escalation, crisis recognition, field safety, and overdose response
- Use of safety protocols during outreach, including working in teams, maintaining communication with supervisors, and coordinating with medical, clinical, and law enforcement personnel.
- Clear roles and boundaries to ensure staff minimize exposure to legal or social risk
- Private settings or confidential methods for clinical screening, assessment, and required documentation
- Secure electronic systems for storing and transmitting participant information
- Confidential case reviews limited to authorized personnel

Outline your plan to provide assistance if participants or project staff experience adverse effects. Include, if any, alternative treatments that will be available to participants.

If a participant experiences adverse effects the Mobile Clinical Engagement Team will initiate immediate crisis assessment and connection to appropriate care. Follow-up support, safety planning, and referrals to additional treatment or recovery services will be provided as needed.

If staff experience adverse effects (physical injury, exposure to hazards, emotional stress, or secondary trauma) they will have access to emergency medical care, behavioral health support through employee assistance programs, supervision, and debriefing procedures. Staff may also access alternative assignments or temporary modifications to duties when needed to ensure safety and well-being.

Participants and staff will also have access to alternative services when clinically appropriate, such as telehealth visits, outpatient care, crisis stabilization units, or recovery supports that offer safe and lower-intensity environments while still meeting treatment needs.

Fair Selection of Participants

Participants will be recruited through multiple entry points to ensure equitable access to the STREETS program. Eligible individuals may enter through street-based outreach, emergency medical encounters, hospital emergency departments, crisis response teams, law enforcement crisis interactions, Coordinated Entry access points, and referrals from behavioral health providers, housing providers, or justice-system agencies.

Outreach and engagement strategies will be trauma-informed, responsive, and designed to reach individuals across urban, suburban, and rural areas of Knox County, including those who are disconnected from traditional services. Staff will deliver services without discrimination based on gender, age, disability, race, ethnicity, sexual orientation, justice involvement, or housing status.

To maintain fairness and prevent bias in selection, the STREETS program will:

- Use standardized screening tools and eligibility criteria
- Apply Coordinated Entry prioritization in alignment with HUD guidelines
- Document all referrals and engagement attempts
- Ensure decisions are based solely on clinical need, eligibility, and participant choice
- Provide accessible services and accommodations for individuals with disabilities or communication challenges
- Offer voluntary enrollment that respects participant autonomy

Absence of Coercion

The STREETS project will not provide any grant-funded incentives such as gift cards, cash equivalents, bus passes, or contingency-management rewards. Knox County does not use incentives to encourage participation, nor does it employ any incentive-based treatment models for this program.

STREETS will provide financial assistance for treatment, housing, and supportive services, these resources are not incentives. They are standard, allowable components of the treatment first and

housing support model required under the STREETS initiative. Assistance is provided solely to help participants access medically necessary treatment, stabilize safely, and remove barriers to care. Assistance is reliant on meeting STREETS eligibility requirements. Payments will be made directly to providers.

Data Collection

• Identify who you will collect data from. This may include participants, clients, family members, teachers, staff, or others.

• Describe the data collection procedures you will use and specify the sources for obtaining data. These sources may include school records, interviews, psychological assessments, questionnaires, observation, or other sources.

• State if you will be collecting specimens and provide the type(s) (e.g., urine or blood) your program may collect. Indicate if the specimens will be used for purposes other than evaluation.

• Provide copies of all available data collection instruments and interview protocols that you plan to use in *Attachment 2, "Data Collection Instruments/Interview Protocols,"* of your application. You may also provide a web link to standardized instruments or protocols you plan to use.

PRIVACY AND CONFIDENTIALITY

The STREETS program will ensure the privacy and confidentiality of all participant information through secure data systems, restricted access, and adherence to federal, state, and local requirements. All partner agencies will comply with HIPAA, 42 CFR Part 2, HMIS privacy and security standards, and Knox County confidentiality policies.

Storage of Collected Data

All participant data will be stored in secure, password-protected systems, including:

- Knox HMIS, which meets HUD privacy and security requirements and uses encrypted data storage.
- SPARS (for required SAMHSA reporting), accessed only by authorized personnel.
- Neighborly will utilized for subrecipient data collection.

Physical and electronic files will be stored on secure servers. No data will be stored on personal devices.

Access to Data

Access to participant information will be strictly limited to:

- Authorized STREETS personnel
- Designated HMIS users with approved access levels
- The Program Evaluator (as permitted)
- Knox County leadership responsible for grant compliance

All users must complete HMIS training, HIPAA privacy training, and confidentiality agreements before gaining access.

Protecting Participant Identity

The identity of STREETS participants will be protected through multiple safeguards, including:

- Use of unique HMIS identifiers rather than names in reports and care-coordination discussions
- Storing personally identifying information (PII) separately from service records when required
- Restricting access to PII to only those staff who need it for service delivery
- Encrypting electronic records and securing them
- Limiting case-review discussions to de-identified or minimally necessary information
- Ensuring all data shared with SAMHSA contains no identifying information

ADEQUATE CONSENT PROCEDURES

The Knox County STREETS project will implement informed consent procedures that ensure participants understand available services, how their information will be used, and their rights related to privacy and voluntary participation. Sample consent forms, including program participation consent, data-collection consent, and consent for information exchange, are included in Attachment 3. Because the program serves adults only, youth consent forms are not required.

Consent for Program Participation

Staff will review the consent form with each participant using clear, plain language, answer questions, and verify understanding before obtaining a signature. Participants will be informed that participation is voluntary and that services may be declined or discontinued at any time. Treatment Consent will be documented using McNabb Center's standard clinical consent forms,

Consent for Data Collection

Participants will be informed about what data will be collected, why it is collected, how it will be protected, and with whom it may be shared. Participants will be told that they may receive all STREETS services even if they choose not to participate in optional data-collection activities. Consent for entry into Knox HMIS will be documented using the Knox HMIS Release of Information (ROI) and McNabb Center's clinical data-collection consent forms.

Consent for Release or Exchange of Information

Any sharing of confidential information will occur only with participant consent and within the limits of applicable laws. The Knox HMIS ROI and McNabb Center release-of-information forms will be used to authorize the release or request of confidential information. These forms are HIPAA and 42 CFR Part 2 compliant.

Risk/Benefit Discussion

The risks identified for participants and staff are minimal and reasonable when compared to the significant benefits of the STREETS program. The STREETS model provides immediate access to medical care, behavioral health treatment, crisis stabilization, recovery supports, case management, and housing navigation. These services reduce overdose risk, improve clinical stability, increase safety, and help participants achieve long-term housing and treatment engagement.

For participants, the benefits of rapid access to evidence-based treatment, coordinated care, linkage to housing, and recovery supports far outweigh the limited risks associated with voluntary service participation. For staff, risks are mitigated through safety protocols, team-based outreach, training, supervision, and access to crisis support resources. In both cases, any potential adverse effects are addressed promptly through established crisis procedures, medical response pathways, and internal support systems.

Overall, the anticipated benefits of increased stability, improved health outcomes, reduced emergency-system utilization, and enhanced safety and recovery significantly exceed the manageable risks involved in delivering and participating in STREETS services.

Protection of Human Subjects Regulations

The Knox County STREETS Program is not subject to the Protection of Human Subjects Regulations (45 CFR 46) because the project does not involve research, experimental interventions, or data collection activities designed to contribute to generalizable knowledge. STREETS provides direct services such as outreach, clinical assessment, treatment linkage, case management, housing navigation, and recovery support. These activities constitute service delivery and care coordination, not human subjects research.

All participant information will be handled in accordance with HIPAA, 42 CFR Part 2, Knox HMIS privacy standards, and Knox County confidentiality policies. No experimental procedures will be used, no randomization or control groups will be assigned, and participation in STREETS is voluntary, with no coercive elements.

While 45 CFR 46 does not apply, the project incorporates SAMHSA’s participant-protection guidelines throughout service delivery to ensure confidentiality, safety, voluntary participation, and ethical treatment of all individuals served.

ASSURANCE
of Compliance with SAMHSA Charitable Choice Statutes and Regulations
SMA 170

REQUIRED ONLY FOR APPLICANTS APPLYING FOR GRANTS THAT FUND SUBSTANCE ABUSE TREATMENT OR PREVENTION SERVICES

SAMHSA's two Charitable Choice provisions [Sections 581-584 and Section 1955 of the Public Health Service (PHS) Act, 42 USC 290k, et seq., and 42 USC 300x-65 et seq., respectively] allow religious organizations to provide SAMHSA-funded substance abuse services without impairing their religious character and without diminishing the religious freedom of those who receive their services. These provisions contain important protections both for religious organizations that receive SAMHSA funding and for the individuals who receive their services, and apply to religious organizations and to State and local governments that provide substance abuse prevention and treatment services under SAMHSA grants.

As the duly authorized representative of the applicant, I certify that the applicant:

Will comply, as applicable, with the Substance Abuse and Mental Health Services Administration (SAMHSA) Charitable Choice statutes codified at sections 581-584 and 1955 of the Public Health Service Act (42 U.S.C. §§290kk, et seq., and 300x-65) and their governing regulations at 42 C.F.R. part 54 and 54a respectively.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Knox County Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
Knox, County of	07/17/2026

Applicant/Recipient	**Application/Award Number**
Knox County Grants and Community Development	SM-26-019
Project Title:	The Knox County STREETS Project

	Start Date	End Date	Budget Year
Budget Period:	09/01/2026	06/30/2027	1

For Multi-Year Funded (MYF) awards only
(not applicable to new applications for funding)
Check the box to select the Incremental Period ☐

COST SHARING AND MATCHING

Matching Required: ☐ YES ☒ NO

A. Personnel

Line Item #	Position	Name	Key Position per the NOFO	Check if Hourly Rate	Calculation						FEDERAL REQUEST
					Hourly Rate	Hours	# of Staff	Annual Salary	% Level of Effort (LOE)	Personnel Cost	
1	Project Director	Sharon Shanks	☒	☐			1	$119,348	50.00%	$59,674	$59,674
2	Program Coordinator	TBD - 3 months	☒	☐			1	$63,895	100.00%	$63,895	$63,895
3	Program Manager	Sarah Bradsher	☐	☐			1	$63,895	50.00%	$31,948	$31,948
4	Budget Manager	Crystal Widener	☐	☐			1	$89,192	10.00%	$8,919	$8,919
5	Staff Accountant	Savanah Sommerfeld	☐	☐			1	$59,783	15.00%	$8,967	$8,967
									TOTAL	**$173,403**	**$173,403**

Line Item #	**Personnel Narrative:**
1	Project Director | Sharon Shanks | Key Personnel | Salary $119,348 | # of Staff 1 | LOE 50.00% | Personnel Cost $59,674 Project Director – SAMHSA STREETS Grant The Project Director provides overall leadership and management for the STREETS grant, ensuring compliance with SAMHSA requirements and alignment with project goals. This position oversees program implementation, supervises grant-funded staff, manages partnerships, and serves as the primary point of contact with SAMHSA. Responsibilities include coordinating cross-agency activities, monitoring the program budget, reviewing data and reports, and ensuring timely reporting and documentation. Supervises: Program Coordinator, Evaluator, and other grant - funded personnel
2	Program Coordinator | TBD - 3 months | Key Personnel | Salary $63,895 | # of Staff 1 | LOE 100.00% | Personnel Cost $63,895 Program Coordinator - SAMHSA STREETS Grant The Program Coordinator manages day-to-day operations of the STREETS grant, including outreach coordination, documentation, reporting, partner communication, and data tracking. This position ensures activities meet SAMHSA requirements, supports treatment and recovery-focused engagement, and maintains accurate participant records and federal reporting. The Coordinator schedules meetings and trainings, assists with data collection for performance measures, tracks allowable expenditures, and provides administrative support to project leadership to ensure efficient and compliant program

Line Item #	Personnel Narrative:
	implementation.
3	Program Manager | Sarah Bradsher | Salary $63,895 | # of Staff 1 | LOE 50.00% | Personnel Cost $31,948 The STREETS Program Manager- SAMHSA STREETS grant. The Program Manager provides administrative and compliance oversight for the STREETS grant, ensuring all activities meet federal, state, and local requirements. This position manages subrecipient contracts, monitors partner performance, reviews budgets and allowable costs, and provides technical assistance to funded agencies. The Program Manager reviews and verifies required reporting, supports documentation accuracy, and assists with the submission of monthly, quarterly, and annual performance reports to ensure compliance with SAMHSA objectives.
4	Budget Manager | Crystal Widener | Salary $89,192 | # of Staff 1 | LOE 10.00% | Personnel Cost $8,919 The Budget Manager provides fiscal oversight for all STREETS grant funds, including financial reporting, expenditure tracking, and reconciliation of all grant transactions. This position ensures compliance with federal financial requirements, manages reimbursement requests, and prepares budget projections and monthly expenditure reports to support program operations and informed decision-making.
5	Staff Accountant | Savanah Sommerfeld | Salary $59,783 | # of Staff 1 | LOE 15.00% | Personnel Cost $8,967 The Staff Accountant compiles and maintains records to ensure grant compliance and timeliness. Maintains budget documents, performs grant reconciliations and prepares reporting for local, state and federal agencies.

☐ Show In-Kind Personnel Table

B. Fringe Benefits

Our organization's fringe benefits consist of the components shown below:

Fringe Component	Rate (%)
Fringe benefits are recovered through an unapproved, internally calculated fringe benefit rate.	23.00%
Total Fringe Rate	23.00%

Fringe Benefits Cost

Line Item #	Position	Name	Calculation				FEDERAL REQUEST
			Personnel Cost	Total Fringe Rate (%)	Fixed / Lump Sum Fringe (if any)	**Fringe Benefits Cost**	
1	Project Director	Sharon Shanks	$59,674	23.00%		$13,725	$13,725
2	Program Coordinator	TBD - 3 months	$63,895	23.00%		$14,696	$14,696
3	Program Manager	Sarah Bradsher	$31,948	23.00%		$7,348	$7,348
4	Budget Manager	Crystal Widener	$8,919	23.00%		$2,051	$2,051
5	Staff Accountant	Savanah Sommerfeld	$8,967	23.00%		$2,062	$2,062
					TOTAL	**$39,882**	**$39,882**

Fringe Benefits Narrative:
Fringe benefits are calculated at a 23% rate for all personnel assigned to the STREETS project, including the Project Director (.5 FTE), Program Coordinator (1.0 FTE), Program Manager (.2 FTE), Budget Manager (.1 FTE) and Staff Accountant (.15

Fringe Benefits Narrative:
FTE). This rate reflects Knox County's standard fringe package and covers employer provided health insurance, retirement contributions, FICA, Workers' Compensation, and other mandatory benefits.

C. Travel

Trip #	Purpose	Origin and Destination	Calculation: Item	Cost / Rate per Item	Basis	Quantity per Person	Number of Persons	Travel Cost	FEDERAL REQUEST
1	Local travel	County wide	Local Travel (POV Mileage)	$0.76	Mile	1,500.00	3	$3,420	$3,420
							TOTAL	$3,420	**$3,420**

Trip #	Travel Narrative:		
	Local travel	County wide	Travel Cost $3,420
1	Funds to cover local travel costs are necessary for staff to carry out core STREETS activities throughout Knox County, which is 526 square miles. Cost is calculated using the current federal mileage rate ($0.76/ mile). Travel will include trips to partner agencies and community locations, site visits to conduct participant/client activities, and to coordinate and support key partners.		

D. Equipment

Line Item #	Item	Check if Item is a Vehicle	Calculation: Quantity	Purchase or Rental/Lease Cost	Percent Charged to the Project	Equipment Cost	FEDERAL REQUEST
1		☐				$0	$0
					TOTAL	**$0**	**$0**

Line Item #	Equipment Narrative:				
	Quantity	Purchase or Rental/Lease Cost	% Charged to the Project	Equipment Cost	$0
1					

E. Supplies

Line Item #	Item	Calculation: Unit Cost	Basis	Quantity	Duration	Supplies Cost	FEDERAL REQUEST
1	General Program Supplies	$7,500.00	Historical costs	1.00		$7,500	$7,500
					TOTAL	**$7,500**	**$7,500**

Line Item #	Supplies Narrative:					
	General Program Supplies	Unit Cost $7,500.00	Basis Historical costs	Quantity 1.00	Duration	Supplies Cost $7,500
	General program supplies to include printing and outreach materials, office supplies needed for grant-					

Line Item #	Supplies Narrative:
1	funded staff and basic administrative items. Clinical and engagement supplies such as screening tools, assessment forms and materials. Basic PPE to support street engagement (gloves, masks, sanitizer).

F. Contractual

Summary of Contractual Costs

Agree-ment #	Name of Organization or Consultant	Type of Agreement	Contractual Cost	FEDERAL REQUEST
1	Program/Data Evaluator via RFP	Contract	$40,000	**$40,000**
2	Gap Analysis and Hotspot Mapping via RFP	Contract	$50,000	**$50,000**
3	Outreach/Case Management/Wraparound Services - TBD	Subaward	$1,080,795	**$1,080,795**
	TOTAL		**$1,170,795**	**$1,170,795**

Contractual Details for Program/Data Evaluator via RFP

Agree-ment #	Services and Deliverables Provided
1	Program Evaluator - SAMHSA STREETS Grant Program evaluation services will be procured through Knox County's competitive process, which meets 2 CFR Part 200 requirements and prohibits conflicts of interest. The contracted Program Evaluator will implement the STREETS evaluation plan, ensure accurate collection of required performance measures, conduct quantitative and qualitative analysis, and produce monthly, quarterly, and annual reports. The Evaluator will support data quality across all partner agencies, provide training on documentation and reporting standards, develop data dashboards, and guide continuous quality-improvement activities throughout the project period. All deliverables will be submitted in accordance with SAMHSA reporting requirements. Period of Performance: Four years: September 2026 - June 30, 2030

☐ Personnel ☐ Travel ☐ Supplies ☐ Indirect Charges
☐ Fringe Benefits ☐ Equipment ☒ Other

Contractual Other Costs for Program/Data Evaluator via RFP

Line Item #	Item	Check for Minor A&R	Calculation					FEDERAL REQUEST
			Unit Cost / Rate	Basis	Quantity	Duration	**Contractual Other Cost**	
1	RFP for Program Evaluator	☐	$40,000.00	Historical records	1.00	1.00	**$40,000**	$40,000
						TOTAL	**$40,000**	**$40,000**

Line Item #	Contractual Other Narrative:					
1	RFP for Program Evaluator	Unit Cost/Rate $40,000.00	Basis Historical records	Quantity 1.00	Duration 1.00	Other Cost $40,000
	Designs, implements, and maintains the program evaluation plan. Ensures performance measures are collected accurately, conducts quantitative and qualitative analysis, produces evaluation reports and dashboards, trains staff in data collection protocols, and guides continuous quality improvement.					

Contractual Total Direct Charges for Program/Data Evaluator via RFP

TOTAL DIRECT CHARGES FOR THIS AGREEMENT	TOTAL FEDERAL REQUEST
	$40,000

Contractual Total Cost for Program/Data Evaluator via RFP

TOTAL COST	TOTAL FEDERAL REQUEST
$40,000	$40,000

Contractual Details for Gap Analysis and Hotspot Mapping via RFP

Agree-ment #	Services and Deliverables Provided
2	Environmental Scan, Gap Analysis, and Hotspot Mapping - SAMHSA STREETS Grant Method of Selection:This service will be procured through Knox County's competitive purchasing process, which complies with 2 CFR Part 200 and all federal, state, and local requirements. Scope of Work:The contractor will complete the environmental scan, annual gap analysis, and ongoing hotspot mapping required under the STREETS grant. These activities will identify community strengths, service gaps, and high-need geographic areas affecting eligible individuals who interact with emergency departments, EMS, crisis systems, and homelessness services. Essential Functions:• Conduct an environmental scan of existing behavioral-health, emergency-service, housing, and recovery-support resources. • Complete an annual gap analysis to identify unmet needs, access barriers, and areas where service capacity does not meet demand. • Perform hotspot mapping using EMS, ED utilization, outreach, homelessness, and partner datasets to identify geographic concentrations of high-acuity individuals. • Provide data-driven recommendations to support resource allocation, care-coordination strategies, and continuous quality improvement. • Present findings through maps, summaries, dashboards, and narrative reports. Method of Accountability:The contractor will report to County project leadership and submit all required deliverables, including environmental scan reports, gap analyses, hotspot maps, datasets, and summary briefs, in alignment with SAMHSA STREETS requirements and established deadlines. Period of Performance: Four years: September 2026 - June 30, 2030

Agree-ment #	Services and Deliverables Provided

☐ Personnel ☐ Travel ☐ Supplies ☐ Indirect Charges
☐ Fringe Benefits ☐ Equipment ☒ Other

Contractual Other Costs for Gap Analysis and Hotspot Mapping via RFP

Line Item #	Item	Check for Minor A&R	Calculation					FEDERAL REQUEST
			Unit Cost / Rate	Basis	Quantity	Duration	**Contractual Other Cost**	
1	RFP for Gap Analysis/Hotspot Mapping	☐	$50,000.00	Historical records.	1.00		**$50,000**	$50,000
						TOTAL	**$50,000**	**$50,000**

Line Item #	Contractual Other Narrative:
1	RFP for Gap Analysis/Hotspot Mapping — Unit Cost/Rate $50,000.00 — Basis Historical records. — Quantity 1.00 — Duration — Other Cost $50,000 The environmental scan, annual gap analysis, and hotspot mapping will be used to identify the geographic concentration of unsheltered homelessness, patterns of overdose activity, areas with limited access to treatment or housing resources, and emerging gaps in the behavioral health and recovery ecosystem. This information will be used to identify gaps and guide program adjustments.

Contractual Total Direct Charges for Gap Analysis and Hotspot Mapping via RFP

TOTAL DIRECT CHARGES FOR THIS AGREEMENT	TOTAL FEDERAL REQUEST
	$50,000

Contractual Total Cost for Gap Analysis and Hotspot Mapping via RFP

TOTAL COST	TOTAL FEDERAL REQUEST
$50,000	$50,000

Contractual Details for Outreach/Case Management/Wraparound Services - TBD

Agree-ment #	Services and Deliverables Provided
3	All subawards will be selected through Knox County's competitive application process. Contractors will deliver coordinated street outreach, case management, and peer recovery support aligned with SAMHSA STREETS requirements. Mobile Clinical Engagement Teams will conduct community-based outreach in encampments, shelters, and other identified hotspots, providing immediate needs and safety assessments, basic medical care within scope of practice, behavioral-health screening, and referral to mental-health, substance-use, crisis, and recovery services. Case management services will ensure coordinated linkage to treatment, crisis stabilization, housing navigation, and recovery supports, including for justice-involved individuals, through warm handoffs, multidisciplinary case conferencing, and person-centered care planning. Peer recovery coaches will use lived experience to support engagement, provide one-on-one coaching, facilitate peer-led groups, assist with system navigation, and reinforce treatment and recovery participation. All contractors will maintain complete documentation of contacts, assessments, care plans, referrals, and outcomes consistent with STREETS data protocols and submit required monthly and quarterly reports. Knox County will conduct periodic monitoring

Agree-ment #	Services and Deliverables Provided
	of each subrecipient to ensure progress toward goals and compliance with program expectations throughout the four-year performance period (September 2026–June 30, 2030).

☐ Personnel ☐ Travel ☐ Supplies ☐ Indirect Charges
☐ Fringe Benefits ☐ Equipment ☒ Other

Contractual Other Costs for Outreach/Case Management/Wraparound Services - TBD

Line Item #	Item	Check for Minor A&R	Calculation					FEDERAL REQUEST
			Unit Cost / Rate	Basis	Quantity	Duration	**Contractual Other Cost**	
1		☐	$1,080,795.00		1.00		**$1,080,795**	$1,080,795
						TOTAL	**$1,080,795**	**$1,080,795**

Line Item #	Contractual Other Narrative:					
1		Unit Cost/Rate $1,080,795.00	Basis	Quantity 1.00	Duration	Other Cost $1,080,795

Contractual Total Direct Charges for Outreach/Case Management/Wraparound Services - TBD

TOTAL DIRECT CHARGES FOR THIS AGREEMENT	TOTAL FEDERAL REQUEST
	$1,080,795

Contractual Total Cost for Outreach/Case Management/Wraparound Services - TBD

TOTAL COST	TOTAL FEDERAL REQUEST
$1,080,795	$1,080,795

G. Construction: Not Applicable

H. Other

Line Item #	Item	Check if Minor A&R	Calculation					FEDERAL REQUEST
			Unit Cost / Rate	Basis	Quantity	Duration	**Other Cost**	
1	Recovery Housing	☐	$3,000.00	Historical costs	35.00		**$105,000**	$105,000
2	Treatment	☐	$500.00	Historical costs	2,400.00		**$1,200,000**	$1,200,000
3	Direct Client Support	☐	$300,000.00	Historical costs	1.00		**$300,000**	$300,000
						TOTAL	**$1,605,000**	**$1,605,000**

Line Item #	Other Narrative:

Line Item #	Other Narrative:					
1	Recovery Housing	Unit Cost/Rate $3,000.00	Basis Historical costs	Quantity 35.00	Duration	Other Cost $105,000
	Recovery Housing funds will provide short-term, supportive housing placements for eligible individuals engaged through emergency departments, EMS encounters, shelters, street outreach, and crisis settings. These placements stabilize individuals experiencing SUD, SMI, or COD by offering safe housing that supports treatment participation and recovery engagement. All contracted recovery residences must permit continued use of MOUD and prescribed psychotropic medications and will operate as low-threshold programs that promote safety, reduce risk of harm, support adherence to treatment plans, and facilitate warm handoffs to longer-term housing options.Funds may cover temporary bed costs at contracted recovery residences, supportive services included within bed rates (such as peer support, resident meetings, and skill-building groups), housing navigation and transition support, and transportation when bundled in vendor contracts. Recovery Housing is an allowable and essential STREETS activity that ensures individuals can stabilize, initiate treatment, access MOUD, attend appointments, and connect to longer-term recovery supports. Costs are based on established vendor rates, anticipated utilization, and local market pricing, and all expenses will comply with Knox County procurement rules and federal cost principles.					
2	Treatment	Unit Cost/Rate $500.00	Basis Historical costs	Quantity 2,400.00	Duration	Other Cost $1,200,000
	Behavioral Health Treatment funds will provide timely, clinically appropriate services that support rapid engagement, stabilization, and linkage to ongoing care for individuals with SMI, SUD, and COD encountered through emergency departments, EMS, street outreach, shelters, and crisis-response settings. These costs include outpatient therapy, psychiatric evaluation, medication management, MOUD services, intensive outpatient programming, residential treatment, withdrawal management, crisis stabilization, and recovery-focused ancillary supports. All services must align with SAMHSA STREETS requirements for evidence-based care, warm handoffs, and treatment continuity. These investments are necessary to reduce repeated emergency-system utilization, stabilize high-acuity individuals, and support long-term recovery outcomes. Costs are based on established vendor rates, anticipated utilization following outreach and referral activities, community market standards, and projected treatment intensity. All expenses are reasonable, necessary, and allowable under federal cost principles and Knox County procurement requirements.					
3	Direct Client Support	Unit Cost/Rate $300,000.00	Basis Historical costs	Quantity 1.00	Duration	Other Cost $300,000
	Behavioral Health Treatment funds will support timely, clinically appropriate services for individuals with SMI, SUD, and COD encountered through emergency departments, EMS, street outreach, shelters, and crisis-response settings. These costs cover evidence-based clinical services including outpatient therapy, psychiatric evaluation, medication management, MOUD services, intensive outpatient programming, residential treatment, withdrawal management, crisis stabilization, and recovery-focused supports. All services will follow SAMHSA STREETS requirements for rapid engagement, warm handoffs, treatment continuity, and coordinated care. These investments are essential to stabilize high-acuity individuals, reduce repeated emergency-system utilization, and support long-term recovery outcomes. Costs are based on established vendor rates, anticipated treatment demand following outreach and referral activities, community market standards, and projected caseloads, and all expenses comply with federal cost principles and Knox County procurement requirements.					

I. Total Direct Charges

TOTAL DIRECT CHARGES	TOTAL FEDERAL REQUEST
	$3,000,000

J. Indirect Charges

Type of IDC Rate / Cost Allocation Plan

We will not charge IDC to the award

Indirect Charges

End Date of Effective Period of Approved IDC Rate Agreement	Calculation			FEDERAL REQUEST
	Approved IDC Rate (%)	Approved Base	IDC	
N/A	0.00%	$0	$0	$0
		TOTAL	$0	$0

Indirect Charges Narrative:

REVIEW OF COST SHARING AND MATCHING

Cost sharing or matching is not required for this grant.

BUDGET SUMMARY: YEAR 1

BUDGET CATEGORY	FEDERAL REQUEST
A. Personnel	$173,403
B. Fringe Benefits	$39,882
C. Travel	$3,420
D. Equipment	$0
E. Supplies	$7,500
F. Contractual	$1,170,795
G. Construction (N/A)	$0
H. Other	$1,605,000
I. Total Direct Charges (sum of A to H)	**$3,000,000**
J. Indirect Charges	$0
Total Projects Costs (sum of I and J)	**$3,000,000**

BUDGET SUMMARY FOR REQUESTED FUTURE YEARS

	Year 2	Year 3	Year 4	Year 5
Budget Category	**FEDERAL REQUEST**	**FEDERAL REQUEST**	**FEDERAL REQUEST**	**FEDERAL REQUEST**
A. Personnel				
B. Fringe Benefits				
C. Travel				
D. Equipment				
E. Supplies				
F. Contractual				

G. Construction	$0	$0	$0	$0
H. Other				
I. Total Direct Charges (sum A to H)	**$0**	**$0**	**$0**	**$0**
J. Indirect Charges				
Total Project Costs (sum of I and J)	**$0**	**$0**	**$0**	**$0**

Budget Summary Narrative:

FUNDING LIMITATIONS / RESTRICTIONS

Funding Limitation/Restriction

	Year 1	Year 2	Year 3	Year 4	Year 5	Total for Budget Category
A. Personnel						
B. Fringe Benefits						
C. Travel						
D. Equipment						
E. Supplies						
F. Contractual						
H. Other						
I. Total Direct Charges (sum A to H)						
J. Indirect Charges						
TOTAL for the Budget Year						
Percentage of the Budget	0.000%					

Funding Limitation/Restriction Narrative:

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2025

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. SAMHSA Safety Through Recovery, Engagement, and Evidence-Based Treatment and Support	93.243			$3,000,000	$0	$3,000,000
2.						
3.						
4.						
5. Totals				$3,000,000	$0	$3,000,000

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) SAMHSA Safety Through Recovery, Engagement, and Evidence-Based Treatment and Support	(2)	(3)	(4)	
a. Personnel	$173,403	$0			$173,403
b. Fringe Benefits	$39,882	$0			$39,882
c. Travel	$3,420	$0			$3,420
d. Equipment	$0	$0			$0
e. Supplies	$7,500	$0			$7,500
f. Contractual	$1,170,795	$0			$1,170,795
g. Construction	$0	$0	$0	$0	$0
h. Other	$1,605,000	$0			$1,605,000
i. Total Direct Charges (sum of 6a-6h)	$3,000,000	$0			$3,000,000
j. Indirect Charges	$0	$0			$0
k. TOTALS (sum of 6i and 6j)	$3,000,000	$0			$3,000,000
7. Program Income					

Authorized for Local Reproduction

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8. SAMHSA Safety Through				
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)				

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$3,000,000	$750,000	$750,000	$750,000	$750,000
14. Non-Federal					
15. TOTAL (sum of lines 13 and 14)	$3,000,000	$750,000	$750,000	$750,000	$750,000

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. SAMHSA Safety Through	$0	$0	$0	$0
17.	$3,000,000	$3,000,000	$3,000,000	
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	$3,000,000	$3,000,000	$3,000,000	$0

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

OMB Number: 4040-0010
Expiration Date: 12/31/2026

Project/Performance Site Location(s)

Project/Performance Site Primary Location

☐ I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name: Knox, County of

UEI: HLNTP7H1UCM7

* Street1: 400 W. Main Street

Street2: Suite 374

* City: Knoxville

County: Knox

* State: Tennessee

Province:

* Country: USA: UNITED STATES

* ZIP / Postal Code: 37902-2499

* Project/ Performance Site Congressional District: 002

Project/Performance Site Location 1

☐ I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name:

UEI:

* Street1:

Street2:

* City:

County:

* State:

Province:

* Country: USA: UNITED STATES

* ZIP / Postal Code:

* Project/ Performance Site Congressional District:

Additional Location(s) Various locations in Knox County, TN

Add Attachment | Delete Attachment | View Attachment

OMB Number: 4040-0004
Expiration Date: 03/31/2029

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
Completed by Grants.gov upon submission.	alanna,mckissack

5a. Federal Entity Identifier:	5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	Knox, County of
* b. Employer/Taxpayer Identification Number (EIN/TIN):	626007979
* c. UEI:	HLNTP7H1UCM7

d. Address:

* Street1:	400 W. Main Street
Street2:	
* City:	Suite 364
County/Parish:	Knox
* State:	TN
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	37902-2499

e. Organizational Unit:

Department Name:	Division Name:
Grants and Community Development	Finance

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:		* First Name:	Alanna
Middle Name:			
* Last Name:	McKissack		
Suffix:			

Title:	Community Relations Manager
Organizational Affiliation:	
* Telephone Number:	865-215-5253
Fax Number:	
* Email:	alanna.mckissack@knoxcounty.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Health and Human Services

11. Assistance Listing Number:

93.243

Assistance Listing Title:

*** 12. Funding Opportunity Number:**

SM-26-019

* Title:

SAMHSA Safety Through Recovery, Engagement, and Evidence-Based Treatment and Support

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

The Knox County STREETS Project

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: TN-002 * b. Program/Project: TN-002

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 9/30/2026 * b. End Date: 9/29/2030

18. Estimated Funding ($):

* a. Federal	$3,000,000.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	$3,000,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- [ ] a. This application was made available to the State under the Executive Order 12372 Process for review on .
- [ ] b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- [X] c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- [ ] Yes
- [X] No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

- [X] ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	
* First Name:	Glenn
Middle Name:	
* Last Name:	Jacobs
Suffix:	
* Title:	Knox County Mayor
* Telephone Number:	865-215-2005
Fax Number:	
* Email:	county.mayor@knoxcounty.org
* Signature of Authorized Representative:	[signature]
* Date Signed:	7/16/26

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 06/30/2028

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Assistance Listing Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. SAMHSA Safety Through Recovery, Engagement, and Evidence-Based Treatment and Support	93.243	$	$	$ $3,000,000.00	$	$ $3,000,000.00
2.						
3.						
4.						
5. Totals		$	$	$	$	$

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY (1)	(2)	(3)	(4)	Total (5)
a. Personnel	$ $173,403.00	$	$	$	$
b. Fringe Benefits	$39,882.00				
c. Travel	$3,420.00				
d. Equipment					
e. Supplies	$7,500.000				
f. Contractual	$1,170,795.00				
g. Construction					
h. Other	$1,605,000.00				
i. Total Direct Charges (sum of 6a-6h)					$
j. Indirect Charges					$
k. TOTALS (sum of 6i and 6j)	$ $3,000,000.00	$	$	$	$
7. Program Income	$	$	$	$	$

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.	$	$	$	$
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	$	$	$	$

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$ $3,000,000.00	$ $750,000.00	$ $750,000.00	$ $750,000.00	$ $750,000.00
14. Non-Federal	$				
15. TOTAL (sum of lines 13 and 14)	$ $3,000,000.00	$	$	$	$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS) (b)First	(c) Second	(d) Third	(e) Fourth
16. SAMHSA Safety Through Recovery, Engagement, and Evidence-Based Treatment and Support	$ $3,000,000.00	$ $3,000,000.00	$ $3,000,000.00	$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	$	$	$	$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:

22. Indirect Charges:

23. Remarks:

OMB Number: 4040-0007
Expiration Date: 07/31/2028

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Knox County Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
Knox, County of	7/16/26

Standard Form 424B (Rev. 7-97) Back

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 06/30/2028

1. * Type of Federal Action:

- [ ] a. contract
- [ ] b. grant
- [x] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:

- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:

- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

- [x] Prime
- [ ] SubAwardee

** Name:* Knox, County of

** Street 1:* 400 W. Main Street *Street 2:* Suite 364

** City:* Knox County *State:* TN: Tennessee *Zip:* 37902

Congressional District, if known: 002

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

Substance Abuse & Mental Health Services

7. * Federal Program Name/Description:

Safety Through Recovery, Engamgent, and Evidence-Based Treatment and Support

Assistance Listing Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix: ** First Name:* NA *Middle Name:*

** Last Name:* NA *Suffix:*

** Street 1:* *Street 2:*

** City:* *State:* *Zip:*

b. Individual Performing Services (including address if different from No. 10a)

Prefix: ** First Name:* NA *Middle Name:*

** Last Name:* NA *Suffix:*

** Street 1:* *Street 2:*

** City:* *State:* *Zip:*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:** Not Applicable to Knox County

***Name:** *Prefix:* ** First Name:* *Middle Name:*

** Last Name:* *Suffix:*

Title: **Telephone No.:** **Date:**

Federal Use Only:

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Standard Form - LLL (Rev. 7-97)

RLA-18691 **50.**

AGENDA COMMITTEE

Meeting Date: 08/05/2026

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Spread of Record Travel for the 2026 National Association of Counties (NACO) Legislative Conference.
(Commissioner Durrett)

Attachments

No file(s) attached.

RLA-18720 **51.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026
Requested By:	Drucilla Stills, COUNTY COMMISSION
Department:	COUNTY COMMISSION
Requires Expenditure of Funds:	Funded in Current Budget:
Appropriation Required:	

CAPTION

Consideration of an Ordinance of the Commission of Knox County, Tennessee, amending the Knox County Code, Chapter 42, "Law Enforcement," to add a new Article III for the purpose of establishing limitations on the deployment of surveillance technology within Knox County while preserving legitimate law enforcement and emergency response capabilities. (Knox County Code, Chapter 42, establishing Article III, previously reserved) **(FIRST READING)** *(Commissioner Thompson)*

Attachments

No file(s) attached.

RLA-18717 **52.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026
Requested By:	Drucilla Stills, COUNTY COMMISSION
Department:	COUNTY COMMISSION
Requires Expenditure of Funds:	Funded in Current Budget:
Appropriation Required:	

CAPTION

Consideration of an Ordinance of the Commission of Knox County, Tennessee, creating the Knox County Code, Chapter 50, Article I, Sec. 50-4, prohibiting an amplified Islamic Call to Worship. **(FIRST READING)**

(Commissioner Fox)

Attachments

DRAFT Resolution provided by Commissioner Fox

ORDINANCE

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, CREATING THE KNOX COUNTY CODE, CHAPTER 50, ARTICLE I, SEC 50-4 PROHIBITING AN AMPLIFIED ISLAMIC CALL TO WORSHIP

ORDINANCE:

REQUESTED BY: COMMISSIONER FOX

PREPARED BY: COMMISSIONER FOX

APPROVED AS TO FORM AND NOT AS TO CONTENT:_____
DIRECTOR OF LAW

APPROVED 1ST READING: _____
DATE

APPROVED 2ND READING: _____
DATE

APPROVED EMERGENCY: _____
(YES) (NO)

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, George Washington, in his farewell address reflected on the Christian Faith of our nation by stating that: "With slight shades of difference, you have the same religion, manners, habits, and political principles." ; and

WHEREAS, John Jay, in the midst of the fiery debates leading toward the creation of our Constitution, remarked in Federalist II that "I have as often taken notice that Providence has been pleased to give this one connected country to one united people—a people descended from the same ancestors, speaking the same language, professing the *same religion*, attached to the

same principles of government, very similar in their manners and customs, and who, by their joint counsels, arms, and efforts, fighting side by side throughout a long and bloody war, have nobly established general liberty and independence." (emphasis added) ; and

WHEREAS, Justice of the Supreme Court Joseph Story in his 1833 *Commentaries on the Constitution of the United States* stated in Section 1871. "The real object of the amendment was, NOT to countenance, much less to advance Mahometanism, or Judaism, or infidelity, by prostrating Christianity; but to exclude all rivalry among Christian sects, and to prevent any national ecclesiastical establishment, which should give to an hierarchy the exclusive patronage of the national government."

WHEREAS, Justice of the Supreme Court Joseph Story in his 1833 *Commentaries on the Constitution of the United States* stated in Section 1868. "Probably at the time of the adoption of the constitution, and of the amendment to it, now under consideration, the general, if not the universal, sentiment in America was, that Christianity ought to receive encouragement from the state, so far as was not incompatible with the private rights of conscience, and the freedom of religious worship. An attempt to level all religions, and to make it a matter of state policy to hold all in utter indifference, would have created universal disapprobation, if not universal indignation"

WHEREAS, On October 11, 1798, John Adams wrote to the Massachusetts Militia that "Because We have no Government armed with Power capable of contending with human Passions unbridled by morality and Religion. Avarice, Ambition, Revenge or Gallantry, would break the strongest Cords of our Constitution as a Whale goes through a Net. Our Constitution was made only for a moral and religious people. It is wholly inadequate to the government of any other." ; and

WHEREAS, in *Church of the Holy Trinity v. United States* (1892), the Supreme Court of the United States stated: "[T]his is a Christian nation."; and

WHEREAS, all 13 original colonies had some type of religious test limiting the holding of public office to followers of the Christian faith, and in some cases limited to particular denominations, and understood that this was not a violation of religious liberty as a principle nor the 1st Amendment to the Constitution of the United States as a statute; and

WHEREAS, President of these United States Abraham Lincoln signed into Law in 1862 a bill commonly known as the Morrill Anti-Bigamy Act, in explicit affirmation of this country's acquiescence to the Christian moral framework that has governed Her from the Founding;

WHEREAS, The Association of Religion Data Archives, a data aggregating organization which strives to democratize access to the best data on religion, found either no presence or too small of a presence to measure of any muslim population in the State of Tennessee prior to the year 2000, establishing that the presence of Muslims in this State is a new and disruptive force which is not generally contemplated by existing Tennessee Law and which is necessarily disruptive to the culture and way of life enjoyed by the existing population of Tennessee; and

WHEREAS, our brethren in the nation which produced our founding stock, England, recently produced 2026 Rape Gang Inquiry Report which estimated the number of victims of Muslim rape gangs as over 250,000, and which stated that Muslims "operated under an honour- and shame-based clan code that treated non-Muslim girls, especially white working class girls, as property available for sexual use." Furthermore, the wide-scale abuse was partially due to the "doctrine of Muslim superiority drawn from Quranic verses that position Muslims at the top with a duty to correct non-believers. The gang members' justification for their crimes can be found in the Islamic principles of loyalty and disavowal known as al-walā' wa-l-barā'. It demands enmity towards non-Muslims, the superiority of men over women, forced marriage combined with the absence of any fixed minimum age of consent, the perception of female sexuality as inherently dangerous, a system of sex slavery that authorises sexual relations with non-Muslim captives, and a religiously sanctioned social hierarchy that subjugates conquered non-Muslims. These elements, filtered through clannish immigrant sub-cultures, provided religious justification that enabled the systematic rape and even slaughter of White British girls." which is necessarily dangerous to the culture and way of life enjoyed by the existing population of Tennessee;

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

Section 1. A new ordinance shall be created under The Knox County Code, Chapter 50, Article I, Sec. 50-4, entitled "Prohibition Of Amplified Islamic Call to Prayer." with subsection (a) to read as follows:

(a) No Islamic call to prayer shall be undertaken in public by any means of amplification, whether electronic or otherwise.

Section 2. Subsection (b) of The Knox County Code, Chapter 50, Article I, Sec. 50-4 shall read as follows:

(b) Any person or organization that violates this ordinance shall be penalized by $1000 fine per violation.

Section 3. This Ordinance shall take effect as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

Presiding Officer of the Commission **Date**

County Clerk **Date**

Approved:_____
County Mayor Date

Vetoed:_____
County Mayor Date

RLA-18409 **53.**

AGENDA COMMITTEE

Meeting Date:	08/05/2026
Requested By:	Drucilla Stills, COUNTY COMMISSION
Department:	COUNTY COMMISSION
Requires Expenditure of Funds:	Funded in Current Budget:
Appropriation Required:	

CAPTION

Consideration of an Ordinance of the Commission of Knox County, Tennessee, amending the Knox County Code, Chapter 53, "Real Property," to add a new Article II entitled "Housing," for the purpose of prohibiting housing market manipulation by large institutional investors; restricting the purchase of single-family homes for rental purposes by certain business entities; establishing enforcement mechanisms; and for other purposes. (Knox County Code, Chapter 53, establishing Article II, previously reserved) **(SECOND READING)**
(Commissioner Rawls)

Attachments

Ordinance
Fiscal Note

ORDINANCE

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING THE KNOX COUNTY CODE, CHAPTER 53, "REAL PROPERTY," TO ADD A NEW ARTICLE II ENTITLED "HOUSING," FOR THE PURPOSE OF PROHIBITING HOUSING MARKET MANIPULATION BY LARGE INSTITUTIONAL INVESTORS; RESTRICTING THE PURCHASE OF SINGLE-FAMILY HOMES FOR RENTAL PURPOSES BY CERTAIN BUSINESS ENTITIES; ESTABLISHING ENFORCEMENT MECHANISMS; AND FOR OTHER PURPOSES. (Knox County Code, Chapter 53, establishing Article II, previously reserved.)

ORDINANCE: O-26-7-102

REQUESTED BY: COMMISSIONER RAWLS

PREPARED BY: COMMISSIONER RAWLS

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED 1ST READING: _____
DATE

APPROVED 2ND READING: _____
DATE

APPROVED EMERGENCY: _____
(YES) (NO)

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County is experiencing significant population growth, creating

increased demand for single-family housing; and

WHEREAS, it has become a concern that large business entities, such as hedge funds, private equity firms, real estate investment trusts, and corporate landlords, could potentially purchase substantial numbers of single-family homes within Knox County for conversion to rental properties; and

WHEREAS, such bulk purchasing lowers the available supply of single-family homes for individual buyers, drives up purchase prices, and reduces homeownership opportunities for Knox County residents and families; and

WHEREAS, homeownership is one of the most reliable ways for families to build intergenerational wealth and economic stability; and

WHEREAS, Knox County does not wish to restrict the ordinary ownership of property but recognizes a compelling local interest in preventing the manipulation of the local housing market to the detriment of working families and prospective homeowners; and

WHEREAS, the Tennessee General Assembly considered but did not enact SB0242 / HB0298 (114th General Assembly), commonly known as the "Homes not Hedge Funds Act," and Knox County finds it appropriate and within its authority to adopt substantially similar protections at the local level.

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

SECTION 1. The Code of Knox County, Tennessee, Chapter 53, "Real Property," is hereby amended to add a new Article II entitled "Housing" to read as follows:

ARTICLE II. – HOUSING

Sec. 53-31. – Short title.

This ordinance shall be known and may be cited as the "Knox County Homes Not Hedge Funds Ordinance."

Sec. 53-32. – Findings.

The Knox County Commission finds that:

(a) Knox County is experiencing population growth at levels significantly higher than many comparable Tennessee counties;

(b) It has become a concern that large business entities, such as hedge funds, private equity firms, real estate investment trusts, and corporate landlords, could purchase substantial numbers of single-family homes in Knox County for conversion into rental properties;

(c) Homeownership is recognized as one of the most reliable ways for individuals and families to build wealth and economic security;

(d) The unchecked purchase of single-family homes by large institutional investors undermines the economic stability of Knox County neighborhoods and works against the County's interest in promoting broad-based homeownership; and

(e) Knox County has a compelling interest in regulating local real property transactions to protect the health, safety, and welfare of its residents.

Sec. 53-33. – Definitions.

As used in this Ordinance:

(a) "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a person, including any entity in which a person holds a majority ownership or voting interest.

(b) "Person" means any business entity, including but not limited to a corporation, limited liability company, partnership, limited partnership, real estate investment trust, hedge fund, private equity fund, or any other association of persons organized for business purposes. "Person" does not include a natural individual acting in their own name.

(c) "Single-family home" means a detached residential dwelling unit designed and used for occupancy by a single household, including properties zoned or used as single-family residential, located within the unincorporated areas of Knox County.

(d) "Rental purpose" means the intent, at the time of purchase or within twelve (12) months following purchase, to lease or rent the property to one or more tenants for residential occupancy in exchange for compensation.

(e) "Affordable housing" means housing where the total monthly cost, including rent or mortgage, does not exceed thirty percent (30%) of the gross monthly income for households earning at or below eighty percent (80%) of the Area Median Income for Knox County as determined by the U.S. Department of Housing and Urban Development, adjusted for family size.

(f) "Qualifying build-to-rent program" means a program under which a person purchases or constructs newly built single-family homes — meaning homes for which a certificate of occupancy has not been issued prior to the person's acquisition — for the purpose of managing such homes as rental properties, whether within a community composed exclusively of renter-occupied single-family homes or within a community of mixed owner- and renter-occupied single-family homes.

(g) "Large-scale investor" means any person that is a publicly traded company — including any real estate investment trust, corporation, or other publicly traded entity —

whose total market capitalization exceeds One Billion Dollars ($1,000,000,000), as calculated in accordance with Section 53-35(e)(1) of this Ordinance, and that is engaged, in whole or in part, in the business of purchasing, owning, renting, managing, or holding single-family homes within Knox County, provided that:

(1) The market capitalization of any affiliate of such person that is also engaged in the purchase, ownership, management, or rental of single-family homes within Knox County shall be aggregated with the market capitalization of the person for purposes of determining whether the One Billion Dollar ($1,000,000,000) threshold is met;

(2) Any person that meets the definition of "large-scale investor" as of the last trading day of any fiscal quarter shall be treated as a large-scale investor for the entirety of the following fiscal quarter; and

(3) Any privately held entity, limited partnership, hedge fund, private equity fund, or other non-publicly traded investment vehicle shall not qualify for classification as a large-scale investor under this definition, regardless of the estimated or reported value of its assets under management.

(h) "Purchase Contract" as used in Section 53-34(c) means any contract for the purchase and sale of real estate pursuant to which the parties, either under the express terms of said contract or as evidenced by other mutual understanding between them, contemplate the development of property that includes the development, construction, and sale of single-family homes for use as rental properties, regardless of the number of single-family homes sold, and regardless of whether the seller, purchase, builder or their successors in interest currently has a place of business or legal domicile within the State of Tennessee.

Sec. 53-34. – Prohibition.

(a) It shall be unlawful for any person, including any affiliate of such person, to purchase more than one hundred (100) single-family homes within Knox County if such purchases are made primarily for rental purposes.

(b) For purposes of this Section, the number of single-family homes owned by a person shall include all single-family homes owned by any affiliate of that person.

(c) This prohibition applies to all purchase contracts entered into on or after the effective date of this Ordinance.

Sec. 53-35. – Exemptions.

The prohibition in Section 53-34 shall not apply to the following:

(a) Affordable Housing Exemption

Single-family homes purchased or held exclusively for the purpose of providing affordable housing as defined in Section 53-33(e).

(b) Grandfather Clause

Any person who, as of the effective date of this Ordinance, already owns more than one hundred (100) single-family homes within Knox County for rental purposes — provided that such person shall not acquire any additional single-family homes within Knox County for rental purposes beyond the number held on the effective date.

(c) Governmental Entities

Knox County government, the Knox County Land Bank, or any other governmental or quasi-governmental entity.

(d) Domicile / Principal Place of Business Exemption

This Ordinance shall not apply to any person whose principal place of business or legal domicile is located within the State of Tennessee, provided that:

(1) The person's principal executive offices, primary business operations, or registered principal place of business are physically located within the State of Tennessee as evidenced by state business filings with the Tennessee Secretary of State;

(2) The person is not a subsidiary, affiliate, or instrumentality of any entity whose ultimate parent company or controlling entity maintains its principal place of business outside the State of Tennessee; and

(3) The person is majority-owned — meaning more than fifty percent (50%) of its equity, membership interests, partnership interests, or voting shares — by natural persons who are domiciled within the State of Tennessee or by entities that themselves qualify under subsections (1) and (2) above.

This exemption recognizes that Tennessee-domiciled landlords are community stakeholders subject to local taxation, local ordinance, and community accountability in a manner that out-of-state institutional investors are not. The majority ownership requirement in subsection (3) is included to prevent evasion of this Ordinance through the formation of Tennessee-registered shell entities controlled by out-of-state principals.

(e) Market Capitalization Exemption

This Ordinance shall not apply to any person that is a publicly traded company — including any real estate investment trust, corporation, or other publicly traded entity — whose total market capitalization does not exceed One Billion Dollars ($1,000,000,000), provided that:

(1) Market capitalization shall be calculated as the total value of all issued and

outstanding shares or equity interests of the person as of the last trading day of the most recently completed fiscal quarter;
(2) Any person claiming this exemption whose market capitalization subsequently exceeds One Billion Dollars ($1,000,000,000) during any fiscal quarter shall lose eligibility for this exemption as of the first day of the following fiscal quarter, and shall not acquire additional single-family homes within Knox County in violation of Section 53-34 from that date forward;

(3) For the purpose of calculating market capitalization under this Section, the market capitalization of any affiliate shall be aggregated with the market capitalization of the person claiming the exemption if such affiliate is engaged in the purchase, ownership, management, or rental of single-family homes within Knox County;

(4) This exemption shall not apply to any privately held entity, limited partnership, hedge fund, private equity fund, or other non-publicly traded investment vehicle, regardless of the estimated or reported value of assets under management.

This exemption is intended to distinguish smaller publicly accountable real estate companies, whose ownership is broadly dispersed among public shareholders and whose activities are subject to SEC disclosure requirements, from the large institutional investors whose bulk purchasing practices this Ordinance targets. The aggregation requirement in subsection (3) prevents evasion through affiliated structures.

(f) Build-to-Rent Exemption

This Ordinance shall not apply to any person that purchases single-family homes within Knox County pursuant to a qualifying build-to-rent program, subject to the following conditions:

(1) Intent to Rent at the Time of Construction. The build-to-rent exemption applies only to homes which were constructed as a single-family homes intended to be managed as a rental property, whether as part of a community made up exclusively of renter-occupied single-family homes or as part of a community made up of single-family homes that are both owner and renter-occupied. Such communities of rental homes may be sold or transferred to in bulk to other entities or investors and still be subject to this exemption so long as the homes were always leased or intended to be leased at the time of acquisition.

(2) Community Development Requirement. The purchase of existing previously owned and occupied single-family homes for conversion to rental use shall not qualify under this exemption;

(3) Annual Reporting. Any person claiming this exemption shall file an annual report with the Property Assessor no later than March 31 of each year, identifying: the total number of single-family homes acquired under the build-to-rent exemption within

Knox County; the address and year of acquisition of each such home; and the current rental or sale status of each such home. Failure to file shall render the person ineligible for the exemption for the calendar year in which the failure occurs.

The build-to-rent exemption is intended to encourage the construction of new housing supply in Knox County, which serves the public interest in expanding the overall residential housing stock. The intent to rent limitation ensures this exemption cannot be used to justify the bulk acquisition of existing homes that would otherwise be available to individual buyers.

Sec. 53-36. – Enforcement and civil actions.

(a) Attorney General / County Law Director Action.

The Knox County Law Director, in coordination with the Tennessee Attorney General as appropriate, may bring a civil action in Knox County Circuit or Chancery Court against any person believed to violate this Ordinance.

(b) Private Right of Action.

Any Knox County resident who is directly harmed by a violation of this Ordinance, including any individual who was outbid as a reasonable value on or otherwise prevented from purchasing a single-family home in Knox County as a result of a violation, may bring a civil action in Knox County Circuit or Chancery Court.

(c) Penalties and Remedies.

Upon finding a violation, a court may:

(1) Impose a civil penalty of up to $100 per day for each single-family home acquired in violation of this Ordinance;
(2) Award compensatory damages to a prevailing plaintiff;
(3) Award punitive damages in an amount not to exceed $50,000 or three times the total of compensatory damages, costs, and fees, whichever is greater;
(4) Award costs and reasonable attorney's fees to a prevailing plaintiff; and
(5) Grant equitable relief, including injunctive relief requiring divestiture of homes acquired in violation of this Ordinance.

(d) Frivolous Actions.

A court may award a prevailing defendant costs and reasonable attorney's fees if the court finds the action was not well-grounded in fact or law, or was frivolous.

(e) Joinder.

A court may order the joinder of parties for purposes of ensuring a proper accounting of the total number of single-family homes owned by a defendant and any affiliates,

and for proper enforcement of any remedy.

Sec. 53-37. – Annual reporting.

The Knox County Law Director shall report annually to the Knox County Commission on the number of known complaints, investigations, and enforcement actions taken under this Ordinance. The Knox County Property Assessor shall report annually to the Knox County Commission on the status of corporate single-family home ownership within the County.

Sec. 53-38. – Severability.

If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance and its application to other persons or circumstances shall not be affected.

SECTION 2. This Ordinance shall take effect upon passage and approval as provided by the Knox County Charter and applicable Tennessee law, and shall apply to all single-family home purchase contracts entered into on or after that date.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

FISCAL NOTE

Ordinance O-26-7-102

CAPTION:

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING THE KNOX COUNTY CODE, CHAPTER 53, "REAL PROPERTY," TO ADD A NEW ARTICLE II ENTITLED "HOUSING," FOR THE PURPOSE OF PROHIBITING HOUSING MARKET MANIPULATION BY LARGE INSTITUTIONAL INVESTORS; RESTRICTING THE PURCHASE OF SINGLE-FAMILY HOMES FOR RENTAL PURPOSES BY CERTAIN BUSINESS ENTITIES; ESTABLISHING ENFORCEMENT MECHANISMS; AND FOR OTHER PURPOSES.

FISCAL IMPACT ANALYSIS (PURSUANT TO SEC. 1-11 OF THE KNOX COUNTY CODE):

There is no cost associated with this Ordinance.

Chris Caldwell, Chief Financial Officer

RLA-18624 **54.**

AGENDA COMMITTEE

Meeting Date: 08/05/2026

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of an Ordinance of the Commission of Knox County, Tennessee, amending the Knox County Code, Chapter 2, Article VIII, Division 4, Section 2-548, "Adoption of Consolidated Budget, Tax Rates, and Appropriations Resolution; Effect of Failure to Adopt," to require the Budget to be adopted in Two Readings. (Ord. No. O-90-9-122, adopted 9-10-90) **(SECOND READING)**

(Commissioners Jackson and Thompson)

Attachments

Ordinance

Fiscal Note

ORDINANCE

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING THE KNOX COUNTY CODE, CHAPTER 2, ARTICLE VIII, DIVISION 4, SECTION 2-548, "ADOPTION OF CONSOLIDATED BUDGET, TAX RATES AND APPROPRIATIONS RESOLUTION; EFFECT OF FAILURE TO ADOPT," TO REQUIRE THE BUDGET TO BE ADOPTED IN TWO READINGS. (Ord. No. O-90-9-122, adopted 9-10-90).

ORDINANCE: **O-26-7-103**

REQUESTED BY: **COMMISSIONER JACKSON**
COMMISSIONER THOMPSON

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED 1ST READING: _____
DATE

APPROVED 2ND READING: _____
DATE

APPROVED EMERGENCY: _____
(YES) (NO)

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, pursuant to Article II, Section 2.01 of the Charter of Knox County, Tennessee, the Commission of Knox County, as the Legislative Body of Knox County, Tennessee, is vested with the authority and responsibility to adopt and amend the County budget, to fix county tax rates, and to appropriate county funds for any and all lawful

purposes; and

WHEREAS, pursuant to Knox County Code § 2-548 the Commission must adopt a consolidated budget, tax rates, and appropriations on or before midnight on June 30 for the subsequent fiscal year beginning on the 1st day of July; and

WHEREAS, the Commission has determined that it is in the public interest to require that the budget be adopted in two readings, at least seven (7) days apart, to provide ample opportunity for Knox County citizens to provide feedback on the budget before it is adopted.

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

SECTION 1. The Knox County Code, Chapter 2, Article VIII, Division 4, Section 2-548 entitled "Adoption of consolidated budget, tax rates and appropriations resolution; effect of failure to adopt" is hereby amended by adding three sentences at the end of Section 2-548 to read as follows:

> **The Budget shall be adopted by resolution after two readings, at least seven days apart, with the final reading taking place no later than June 30 of any fiscal year. The Commission may make amendments to the budget proposal proffered by the Mayor at its first reading. At second reading, no new amendments shall be allowed except to reject or remove any amendment adopted at first reading, or to reconsider and adopt an amendment that was proposed but not adopted at first reading, provided such reconsideration requires the affirmative vote of two-thirds (2/3) of the members of the Commission present and voting.**

SECTION 2. This Ordinance shall take effect as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor **Date**

FISCAL NOTE

Ordinance O-26-7-103

CAPTION:

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING THE KNOX COUNTY CODE, CHAPTER 2, ARTICLE VIII, DIVISION 4, SECTION 2-548, "ADOPTION OF CONSOLIDATED BUDGET, TAX RATES AND APPROPRIATIONS RESOLUTION; EFFECT OF FAILURE TO ADOPT," TO REQUIRE THE BUDGET TO BE ADOPTED IN TWO READINGS.

FISCAL IMPACT ANALYSIS (PURSUANT TO SEC. 1-11 OF THE KNOX COUNTY CODE):

There is no cost associated with this ordinance.

Chris Caldwell, Chief Financial Officer