Knox County Commission

Terry Hill, 6th District, *Madam Chair*
Adam Thompson, 8th District, *Vice-Chair*

Damon Rawls, 1st District
Courtney Durrett, 2nd District
Brandon Huckaby, 3rd District
Shane Jackson, 4th District
Angela Russell, 5th District
Barry Beeler, 7th District
W. Andy Fox, Esq., 9th District
Justin Cofer, At-Large Seat 10
Garrett Holt, At-Large Seat 11

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NOTICE

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

FROM: COMMISSIONER TERRY HILL, MADAM CHAIR

MADAM CHAIR OF THE KNOX COUNTY COMMISSION SHALL CONFIRM RECEIPT OF ITEMS AND SET THE FINAL **OCTOBER** AGENDA OF THE KNOX COUNTY COMMISSION AT 1:30 P.M. ON **THURSDAY, OCTOBER 1, 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 the State of Tennessee, Department of Safety and Homeland Security for provision and administration of an authorized Commercial Driver License Third Party Testing Program by Knox County Schools' Transportation Department at an annual cost up to $500.00 for the term of January 1, 2026 through December 31, 2031.
(Schools)

2. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an ApplicationXtender Softward Support Agreement with InStream, LLC for annual software renewal for digital storage of IEP documentation from November 14, 2026 through November 13, 2027 at a cost of $13,245.00.
(Schools)

3. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Master Registration Agreement with Turnitin for West High School's license to a suite of proprietary solutions to run plagiarism checks for the term of August 10, 2026 through August 9, 2029 at a cost of $21,474.00.
(Schools)

4. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Product Terms of Service and End User License Agreement with Liminex, Inc. DBA GoGuardian and Pear Deck Learning for West High School's license to student instruction products for the term of August 1, 2026 through August 31, 2027 at a cost of $10,904.76.
(Schools)

5. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Tennessee Department of Education Fiscal Year 2027 State Special Education Preschool Grant in the amount of $894,550.91.
(Schools)

6. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Grant Contract with the State of Tennessee, Department of Human Services for the term of October 1, 2026 through September 30, 2028 and receipt of Transition School to Work Grant in the amount of $391,199.00 to fund pre-employment transition services to benefit students with disabilities.
(Schools)

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

8. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Grant Contract with the State of Tennessee, Tennessee Arts Commission for the term of July 1, 2026 through June 30, 2027 and receipt of grant funding in the amount of $3,000.00 to fund Professional Learning for KCS Visual Arts.
(Schools)

9. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with the Boys & Girls Clubs of the Tennessee Valley and receipt of up to $114,703.15 in funding from a 2026-2027 21st Century Community Learning Center Grant for extended learning programs at Dogwood Elementary School, Norwood Elementary School, and South Knox Elementary School.
(Schools)

10. 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 $19,350.00.
(Schools)

11. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Contracts with Alpha Mechanical Service LLC, Archer Air Conditioning Service Co. Inc., J&F Mechanical, Inc., Lee Company, and McMahan Mechanical, Inc. for the provision of Commercial Grade HVAC Installation and Repair up to $1,000,000.00 annually for the term of October 1, 2026 through September 30, 2027, which may be extended for four (4) additional years.
(Schools)

B. General Government Resolutions

12. Consideration of a Resolution of the Commission of Knox County, Tennessee, appointing _____ to the Knox County Ethics Committee. (Term expires October 31, 2030) *(Candidate interviews will be conducted at the Optional Agenda Review meeting on Monday, October 19, 2026 at 3:00 p.m. in the Main Assembly room)* ***(ALL APPLICATIONS WILL BE CONSIDERED)***
(Commissioner Hill)

13. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Tennessee Highway Safety Grant in the amount of $92,000.00 to conduct saturation patrols and purchase equipment to be utilized by KCSO's Patrol Unit.
(Sheriff)

14. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the necessary right-of-way acquisitions on three (3) tracts required for the construction of the traffic signal and additional turn lanes at the intersection of Johson Road and Schaad Road.
(Engineering and Public Works)

15. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the necessary temporary construction easements, slope easements, and right-of-way acquisitions on nine (9) tracts required for the construction of the proposed roundabout at Tipton Station Road and Marin Mill Pike.
(Engineering and Public Works)

16. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving additional temporary construction easement, slope easement, and right-of-way acquisitions from two (2) tracts as part of the first phase of the Bakertown Road Widening and Realignment project, and temporary construction easement and right-of-way acquisitions from two (2) tracts as part of the second phase of the same project.
(Engineering and Public Works)

17. Consideration of a Resolution of the Commission of Knox County, Tennesee, approving an agreement with the City of Knoxville in the amount of $161,550.87 for the construction of sidewalks along Pleasant Ridge Road to Country Brook Subdivision.
(Engineering and Public Works)

18. Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing Knox County Solid Waste to apply for and receive Recycling Rebate funds in the amount of $39,404.46 from the State of Tennessee Department of Environment and Conservation to incentivize counties to invest in waste reduction and recycling infrastructure and programs.
(Engineering and Public Works)

19. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Amendment Two to a Grant Contract with the Tennessee Department of Health for the provision of Women, Infant and Children (WIC) Program Services. This amendment increases the maximum liability of the State under the Grant Contract by $251,199.00 for a total amount of $9,239,587.00. (No application or local match required)
(Health Department)

20. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Amendment One to a Grant Contract with the Tennessee Department of Health for the provision of increasing funds for Ryan White Part B Services. This amendment increases the maximum liability of the State under the Grant Contract by $1,379,200.00 for a total amount of $1,516,868.31 and extends the term to end on March 31, 2028. (No application or local match required)
(Health Department)

21. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract with the Tennessee Department of Health for the provision of Grant In Aid Funds. This Grant Contract shall be effective for the period beginning on July 1, 2026, and ending on June 30, 2027. In no event shall the maximum liability of the State under this Grant Contract exceed $196,900.00. (No application or local match required)
(Health Department)

22. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract for funding among the State of Tennessee Department of Transportation, the Knox County Railroad Authority, and the Knoxville & Holston River Railroad Co., Inc., for the provision of preliminary engineering for the repair/replacement of bridge structures in the total amount of $19,855.17.
(Finance)

23. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the Organizational Chart of the Executive Branch of Knox County Government.
(County Mayor)

24. Consideration of a Resolution of the Commission of Knox County, Tennessee, recognizing and reaffirming the exclusive authority of the Knox County Procurement Department for all purchases made for Knox County and all offices, appointed or elected, under the authority of the Knox County Charter.
(Commissioner Thompson)

25. Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with OpenGov, INC. for renewal of the OpenGov Enterprise Asset Management software maintenance in the amount of $377,965.62 for year one, $396,863.89 year two, and $416,707.09 year three.
(Information Technology)

C. Honorary Resolutions

26. Consideration of a Resolution of the Commission of Knox County, Tennessee, honoring Commissioner Gina Oster for her service on the Knox County Commission. **(DEFERRED FROM SEPTEMBER AT REQUEST OF SPONSOR)**
(Full Commission)

27. Consideration of a Resolution of the Commission of Knox County, Tennessee, honoring the life and legacy of Sheriff Tom Spangler.
(Commissioner Hill)

D. Presentations

28. Presentation from Second Harvest Food Bank. **(DEFERRED FROM SEPTEMBER AT REQUEST OF SPONSOR)** *(Previously Deferred from July to August and August to September at Request of Sponsor)*
(Commissioner Thompson)

E. Drives and Roads

F. Line Item Transfers

29. Line Item Transfers.
(Finance)

G. Budget Amendments

30. Budget Amendments.
(Finance)

H. Spread of Record

31. Spread of Record the Grant Application to TDOT Transportation Alternatives Program (TAP) Grant.
(Engineering and Public Works)

32. Spread of Record the Order of the Knox County Mayor appointing Danny Clabo to the Northeast Knox Utility District Board of Commissioners.
(County Mayor)

33. Spread of Record the Knox County Mayor's appointment of _____ to the Knox County Ethics Committee to serve a four (4) year term expiring October 31, 2030.
(County Mayor)

34. Spread of Record the Knox County Mayor's reappointment of Marcus Kennedy to serve as a non-voting liaison to the Knox County Ethics Committee.
(County Mayor)

35. Spread of Record the Knox County Sheriff's appointment of Chief Jason Lubienski to serve as a non-voting liaison to the Knox County Ethics Committee.
(Sheriff)

I. General Government Resolutions (non-consent)

J. Ordinances on First Reading

36. **First Reading** Consideration of an Ordinance of the Commission of Knox County, Tennessee, amending the Knox County Code, Chapter 2, Article X, entitled "Personnel Plan" to update the Knox County Personnel Plan. (Ord. No. O-16-8-101, adopted 9-26-16; Ord. No. O-18-2-102, adopted 3-26-18; Ord. No. O-19-3-101, adopted 4-22-19; Ord. No. O-22-10-101, adopted 11-21-22, and establishing Section 2-776, previously reserved) **(FIRST READING)**
(Human Resources)

37. **First Reading** Consideration of an Ordinance of the Commission of Knox County, Tennessee, amending the Knox County Code, Chapter 2, Article VIII, Division 4 regarding receipt and disbursement of country funds and budget procedures for defined service contracts. (Establishing Section 2-558, previously reserved) **(FIRST READING)**
(Commissioner Russell)

38. **First Reading** Consideration of an Ordinance of the Commission of Knox County, Tennessee, amending the Knox County Code, Chapter 58, Article III, Section 58-92 regarding disbursement of county funds levied through the Hotel Occupancy Tax. (Ord. No. O-91-11-101, adopted 1-27-92 and Ord. No. O-02-6-102, adopted 7-22-02) **(FIRST READING)**
(Commissioner Russell)

39. **First Reading** Consideration of an Ordinance of the Commission of Knox County, Tennessee, amending the Knox County Code, Chapter 2, Article II, "County Commission," by adding a new Section 2-32, requiring that any increase to the compensation of County Commissioners and Knox County Board of Education members be equal to the percentage increase set by the state for other County Officials pursuant to TCA §8-24-102(d). (Knox County Code, Chapter 2, Article II, establishing Section 2-32, previously reserved). **(FIRST READING) (DEFERRED FROM SEPTEMBER AT REQUEST OF SPONSOR)**
(Commissioner Huckaby and County Mayor)

K. Ordinances on Second Reading

L. Other Business

RLA-18882 **1.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
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 the State of Tennessee, Department of Safety and Homeland Security for provision and administration of an authorized Commercial Driver License Third Party Testing Program by Knox County Schools' Transportation Department at an annual cost up to $500.00 for the term of January 1, 2026 through December 31, 2031.
(Schools)

Attachments

Contract
Fiscal Note

CONTRACT

(state revenue contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date	End Date	Agency Tracking #	Edison ID
January 01, 2026	December 31, 2031	34901-01634-015	89005

Procuring Party Legal Entity Name	Procuring Party Registration ID
Knox County Schools	0000003940

Service Caption

Commercial Driver License (CDL) Third Party Testing Program

Agency Contact & Telephone #

For Program Services:

Tennessee Department of Safety and Homeland Security
ATTN: CDL Director
1150 Foster Avenue
Nashville, TN 37243

TDOSHS Contracts Lawyer:

Sandra Braber-Grove, Senior Associate Counsel
Tennessee Department of Safety and Homeland Security
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue Nashville, TN 3724
Email Address: Sandra.Braber-Grove@tn.gov
Telephone: (615) 308-2486

OCR USE - RV

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
KNOX COUNTY SCHOOLS

This Contract, by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the 'State" and Knox County Schools, hereinafter referred to as the "Procuring Party," is for the provision of the Commercial Driver License (CDL) Third Party Testing Program as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF SERVICES:

A.1. This Revenue Contract governs the relationship between the Procuring Party and the State regarding the provision and administration of authorized Commercial Driver License (CDL) Third Party Testing (skills tests) as needed for the issuance of a commercial driver license (CDL), **not** a Class D driver license.

A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

a. Commercial Driver's License ("CDL") shall mean a license issued by the department in accordance with the standards contained in 49 CFR Part 383 to an individual that authorizes the individual to operate a class of commercial motor vehicle. A commercial driver certificate accompanied by a valid driver license shall be considered a valid commercial driver license (Tenn. Code Ann. § 55-50-102(11)).

b. Entity shall mean a private corporation with at least one (1) employee, licensed to do business by the secretary of state, but not an individual person; or a local, county, or state government, or subdivision thereof, including, but not limited to, kindergarten through grade twelve (K-12) public schools and institutions of higher education.

c. Third-Party Skills Test shall mean the skills test required to obtain a commercial driver license that is administered by a third-party skills test examiner and that includes, but is not limited to, the pre-trip inspection, basic skills, and road skills.

d. Third-Party Skills Test Company shall mean an entity that contracts with and is certified by the department to provide third-party skills tests performed by third-party skills test examiners.

e. Third-Party Skills Test Examiner shall mean an individual who has been authorized by the department to perform third-party skills tests.

A.3. The Procuring Party shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines specified by this Contract.

A.4. The Procuring Party shall provide authorized Commercial Driver License (CDL) Third Party Testing services as prescribed by federal and state laws, rules, regulations, policies and procedures, including but not limited to Tenn. Code Ann. § 55-50-415 and the Third-Party Testing Rules in the Classified and Commercial Driver Licenses and Temporary Driver Licenses Rules (1340-01-13-.22 or as subsequently renumbered) as currently written and as may be amended during the Contract Term. CDL Skills Testing shall only be administered by a State Certified CDL Third Party Examiner.

A.5. The Procuring Party shall continue to meet the following requirements of the CDL Third Party Testing Program throughout the Contract Term and annually re-certify, on a form provided by the State, that the requirements will continue to be met:

a. CDL Third Party Skills Test Company Requirements. (Tenn. Code Ann. § 55-50-415(c))

(1) Must have access to an appropriate testing area (i.e. testing pad, facility, and vehicle, within Tennessee that the State approves for conducting third-party skills tests;

(2) Must agree to charge a test taker no more than two hundred fifty dollars ($250) per third-party skills test, including the test itself and all associated fees and charges;

(3) Must agree to issue to a successful test taker an indicator of passage on the skills test, either on a form developed by the department or by other means authorized by the department, which may include electronic means:

i. An Awareness Form that, for each person who passes the skills test, shows the individual is qualified to drive on state and federal highways safely in representative commercial motor vehicles. The Awareness Form can be signed electronically on a tablet or printed off as a paper version that is signed and given to the person. The person who passed the CDL skills test then takes his or her signed Awareness Form to a Driver Services Center to get his or her Commercial Driver License (CDL). At the Driver Services Center, a Driver License Examiner will check the scores that are submitted electronically into the State's Automated License Issuance System for Tennessee ("A-LIST") before issuing the CDL;

(4) Must initiate and maintain a bond in an amount determined by the department to be sufficient to pay for retesting drivers in the event that the third-party skills test company or one (1) or more of its third-party skills test examiners working for the company is involved in fraudulent activities related to testing applicants for a CDL. A third-party skills test company that is a government entity is not required to maintain a bond;

(5) Must satisfy other eligibility criteria as the State may establish by rule in accordance with the Uniform Administrative Procedures Act, compiled in title 4, chapter 5:

i. Adequate liability coverage to conduct CDL Third Party Testing. For a non-governmental Procuring Party, adequate insurance requirements are as follows and proof of liability coverage must be submitted to the State:

Comprehensive Commercial General Liability (including personal injury and property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate; and

At any time the State may require the Procuring Party to provide a valid Certificate of Insurance (COI) detailing Coverage Description; Insurance Company and Policy Number; Exceptions and Exclusions; Policy

Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

(6) Provide a copy of the current CDL Drivers Handbook to individuals seeking the CDL Skills Test;

(7) Provide time for each CDL Third Party Examiner used by the Procuring Party to attend mandatory training required by the State; and

(8) Pay an annual program administration fee as set forth in Contract Section C.

b. CDL Third Party Examiner Requirements. (Tenn. Code Ann. § 55-50-415(d))

(1) Must be at least twenty-one (21) years of age;

(2) Each CDL Third Party Examiner utilized by the Procuring Party must meet all State of Tennessee requirements for a CDL license, including meeting residency and domicile requirements and have the classification and endorsement commensurate with the third-party skills test that the individual would be administering:

i. Each CDL Third Party Examiner must only perform testing in the CDL class and/or the Commercial Motor Vehicle (CMV) equal to or below his or her own, including any endorsements.

(3) Each CDL Third Party Examiner must have a valid Federal Department of Transportation (DOT) medical card on file in compliance with Federal Safety Regulations 49 C.F.R. §§ 391.41 and 391.43;

(4) Each CDL Third Party Examiner candidate must provide a ten (10)-year driving record history, which can be used to deny acceptance into the third-party training class and certification as a CDL Third Party Examiner for unacceptable driving records. If the individual's entire driving history is shorter than ten (10) years, then the individual must provide the individual's entire driving history. If the individual's entire driving history is shorter than ten (10) years, then the individual must provide the individual's entire driving history;

(5) Must not have been convicted of: a misdemeanor within the past ten (10) years resulting from the applicant driving while intoxicated; a felony within the past ten (10) years; or a crime involving fraudulent activities;

(6) Each CDL Third Party Examiner must have attended a two (2) week [ten (10) business day; two consecutive Monday through Friday periods] CDL Third Party Training Course taught by the State and have successfully passed all required tests and screening **before** administering CDL skills tests; and

(7) Once an individual has been certified as a CDL Third Party Examiner, he or she must attend a two (2)-day or five (5)-day refresher CDL Third Party Training Course taught by the State every two (2) years to maintain certification.

A.6. CDL Skills Testing General Requirements.

a. The Procuring Party and each of its CDL Third Party Examiners must only perform skills testing for the class of CDL and/or CMV that it has been pre- approved by the State to administer.

b. Testing must conform to the standards and policies outlined by the Federal Motor Carrier Safety Administration (FMCSA) for third party testing (49 C.F.R. §383.75) and those of the State (1340-1-13 (or subsequently renumbered) and Tenn. Code Ann. § 55-50-415).

c. Testing must be conducted on a regulation pad approved by the State and on a skills driving route pre-approved by the State.

d. Testing shall only be conducted during daylight hours (to mean no testing shall be conducted when it is dark; the first test on any day should not begin any earlier than thirty (30) minutes after sunrise and the last test on any day should conclude no later than thirty (30) minutes before sunset).

e. Testing is a three (3)-part exercise that must include the following categories, conducted consecutively, on the same day, by the same CDL Third Party Examiner:

(1) Pre-Trip Inspection;

(2) Basic Skills; and

(3) Road Skills.

f. Each CDL Third Party Examiner must simulate administering tests, as set forth above, to State employees acting as applicants as a measure of the CDL Third Party Examiner's skills and abilities as required by the State.

A.7. If Training Courses Are Offered By The Procuring Party.

a. The Procuring Party offering training courses prior to the administration of the CDL skills tests will submit the curriculum, course length, and suggested course cost per applicant to the State's CDL Administrator for review and approval.

b. The Procuring Party offering training courses prior to the administration of the CDL skills tests will maintain a daily attendance roster with student name, date of birth, and driver license number, and the instructor name and certification number. This documentation must be made available to the State upon request of the State.

A.8. Audits and Conditions for Revocation or Suspension of Certification.

a. The Procuring Party acknowledges that both overt and covert audits and investigations will be conducted randomly, without notice, when the Procuring Party and/or any of its CDL Third Party Examiners come under suspicion of failing to follow any applicable federal and state laws, rules, regulations, policies and procedures or when the FMCSA deems it necessary according to 49 C.F.R. §383.75. At least one (1) audit of the Procuring Party will be conducted every two (2) years.

b. The Procuring Party acknowledges that a random sample of drivers tested by the Procuring Party and/or any of its CDL Third Party Examiners will be subjected to a State test to determine their ability to operate a vehicle safely and in accordance with federal and state laws, rules, regulations, policies and procedures. All applicants tested will sign an Awareness Form.

c. The Procuring Party must monitor and routinely audit its CDL Third Party Examiners to ensure compliance with all federal and state laws, rules, regulations, policies and procedures.

d. The Certification of a CDL Third Party Examiner may be suspended or revoked if the CDL

Third Party Examiner is found, in either overt or covert audits, to be violating the requirements and terms of the CDL Third Party Testing Program and this Contract. Further, if the Procuring Party is found liable, this Contract may be terminated in accordance with Section D.4.

A.9. Records and Reports.

a. The Procuring Party is responsible for the maintenance and security of accounting records for controlled State documents, test or student files, and any other State sensitive information.

b. The Procuring Party must have the ability to interact with the State by electronic mail (e-mail) and submit requests for testing and monthly reports electronically.

c. All test requests and activity must be submitted electronically through the Commercial Skills Testing Information Management System (CSTIMS).

d. If provided, Procuring Party shall utilize the equipment supplied by the State for reporting the results of tests administered by the Procuring Party pursuant to this Contract.

A.10 Equipment, Hardware, Software, and Maintenance.

a. If the State provides equipment to the Procuring Party, the Procuring Party agrees to maintain the equipment in working condition and shall notify the State of any needed maintenance. The Procuring Party shall pay any applicable maintenance costs.

b. Use of the State-issued equipment is subject to audit pursuant to Section A.3.d.

c. The Procuring Party is responsible for replacement of damaged, unrepairable hardware.

d. The Procuring Party is responsible for purchasing additional State-approved test tablets and hardware after initial issuance.

e. If State inventory has been depleted, the Procuring Party is responsible for purchasing its own electronic skills test tablets as follows:

(1) The Procuring Party-owned skills test tablets must be of the same manufacturer, the same model, and have met the same capabilities as State-owned tablets; and

(2) All Procuring Party-owned test tablets and hardware must be approved by the State **before** usage.

f. The Procuring Party shall return any equipment provided by the State at the end of the Contract term specified in Section B., or at the end of the Contract as specified in Sections D.3. or D.4, whichever is earlier.

g. If the Procuring Party fails to return the State-issued equipment to the State, the State may assess the following charges:

(1) Failure to return a State-issued tablet will result in a charge of $515.00;

(2) Failure to return a State-issued Protective Case will result in a charge of $39.99;

(3) Failure to return a State-issued wall charger will result in a charge of $19.99;

(4) Failure to return a State-issued Stylus Pen will result in a charge of $10.99; and

(5) Failure to return a State-issued charging cord will result in a charge of $9.99.

h. The Procuring Party shall update the software used to administer and report the tests as required and pay any applicable licensing fees or update fees.

A.11. The State shall ensure that the CDL Third Party Testing Program is conducted in accordance with federal and state laws, rules, regulations, policies and procedures. To that end, the State's obligations include the following:

a. Providing the Procuring Party with the links to applicable federal and state laws, rules, regulations, policies and procedures. The State shall also provide informational manuals for the Procuring Party's customers.

b. Providing the Procuring Party with any updates or changes to federal and state laws, rules, regulations, policies and procedures.

c. Performing biannual audits, either overt or covert, and random testing of CDL Third Party Examiners by the State and/or FMCSA representatives.

d. Conducting a CDL Third Party Examiner course that is two (2) weeks in duration [ten (10) business day; two (2) consecutive Monday through Friday periods] and a two (2)-day or five (5)-day refresher course as needed to certify and re-certify each CDL Third Party Examiner.

e. Providing a Certificate of Achievement, or other similar certificate, to each CDL Third Party Examiner who has successfully completed testing in a representative vehicle and has met all other requirements to be certified as a CDL Third Party Examiner.

f. Pre-approving the CDL class and/or CMV type for which the Procuring Party is allowed to administer skills testing.

g. Providing the Procuring Party with instructions and examples of proper formats for submitting electronic requests for testing, attendance rosters, and monthly reports to the State.

h. Pre-approving the Procuring Party's Road course and route requirements to ensure compliance with the American Association of Motor Vehicle Administrator's (AAMVA's) most current CDL Examiners Manual.

i. Determining the number of tests allowed each week per CDL Third Party Examiner and approving the weekly schedule of testing at the Procuring Party by each CDL Third Party Examiner, seven (7) calendar days in advance of the actual testing.

j. Performing random testing of drivers tested by the Procuring Party and/or any of its CDL Third Party Examiners to determine their ability to operate a vehicle safely and in accordance with federal and state laws, rules, regulations, policies and procedures and obtain a signed awareness form from the drivers who were tested.

k. Providing technical assistance and additional training as required.

l. When available, provide equipment for the Procuring Party to record and transmit the results of tests to the State.

B. TERM OF CONTRACT:

This Contract shall be effective on January 01, 2026 ("Effective Date"), and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Procuring Party prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

The Procuring Party shall annually remit to the State a program administration fee, not to exceed Five Hundred Dollars ($500.00), for each of the Procuring Party's facilities, which covers the cost of the CDL Third Party Training Course administered by the State [the course that is two (2) weeks in duration (ten (10) business day; two (2) consecutive Monday through Friday periods) and the two (2)-day or five (5)-day refresher course, as applicable], biannual audit costs, distribution and printing of the skills test score sheets as needed, and the CDL Third Party certificates distributed by the State to each CDL Third Party Examiner who completed the training and successfully passed all required tests and screening.

The State must be in receipt of this fee annually, no later than December 31st of each year, and failure to do so may result in cancellation of this Contract. All administration fees will be received by the State's CDL Administrator at:

Tennessee Department of Safety and Homeland Security
CDL Administrator
ATTN: Cashier's Office
1150 Foster Avenue
Nashville, TN 37243

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a Breach of Contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.

Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.

D.5. Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).

D.6. Conflicts of Interest. The Procuring Party warrants that no 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 Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.

D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party 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.

D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of five (5) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, 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 a 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.

D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party 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 Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-408.

D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.18. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Procuring Party will have access to, acquire, or is provided to the Procuring Party by the State or acquired by the Procuring Party on behalf of the State shall be regarded as "Confidential Information." The State grants the Procuring Party a limited license to use the Confidential Information but only to perform its obligations under the Contract. Nothing in this Section shall permit Procuring Party to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Procuring Party 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. Procuring Party shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this contract and with applicable state and federal law.

As long as the Procuring Party maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Contract.

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 Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Lisa Ewing, Director, CDL Division
Tennessee Department of Safety and Homeland Security
1150 Foster Avenue
Nashville, TN 37243
Email Address: Lisa.Ewing@tn.gov
Telephone #: 615-687-2381

The Procuring Party:

Dr. Jon Rysewyk, Superintendent of Schools
Knox County Schools
400 W Summit Hill Dr SW
Knoxville, TN 37902
Email Adress: jon.rysewyk@knoxschools.org
Telephone #: 865-594-1620

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. State Furnished Property. The Procuring Party shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Procuring Party's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Procuring Party shall be responsible to the State for the residual value of the property at the time of loss.

E.4. Personally Identifiable Information. While performing its obligations under this Contract, Procuring Party may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Procuring Party agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Procuring Party 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 Procuring Party and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Procuring Party shall immediately notify State: (1) of any disclosure or use of any PII by Procuring Party or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Procuring Party or its employees, agents and representatives where the purpose of such disclosure is not known to Procuring Party or its employees, agents and representatives. The State reserves the right to review Procuring Party's policies and procedures used to maintain the security and confidentiality of PII and Procuring Party 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 Procuring Party is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is

earlier, Procuring Party shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Procuring Party shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Procuring Party ("Unauthorized Disclosure") that come to the Procuring Party's attention. Any such report shall be made by the Procuring Party within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Procuring Party. Procuring Party shall take all necessary measures to halt any further Unauthorized Disclosures. The Procuring Party, 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 Procuring Party shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

E.5. Americans with Disabilities Act. The Procuring Party 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.

IN WITNESS WHEREOF,

KNOX COUNTY SCHOOLS:

PROCURING PARTY SIGNATURE **DATE**

PRINTED NAME AND TITLE OF PROCURING PARTY SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER **DATE**

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____**, Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-518

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/25/2026

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Contract with the Tennessee Department of Safety and Homeland Security for the provision of a Commercial Driver License Third Party Testing Program administered by Knox County Schools Transportation Department personnel. This program allows us to test the school bus drivers that come through our bus driver training academy.

Cost to Knox County Schools

Description and Type of Funding Source

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

RLA-18883 **2.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
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 an ApplicationXtender Softward Support Agreement with InStream, LLC for annual software renewal for digital storage of IEP documentation from November 14, 2026 through November 13, 2027 at a cost of $13,245.00.
(Schools)

Attachments

Agreement

Fiscal Note

ApplicationXtender Software Support Agreement

11/14/2026 to 11/13/2027
KNOXCOS01

The following document describes a Maintenance and Support Agreement between:

InStream, LLC
5211 Linbar Drive, Ste. 504
Nashville, Tennessee 37211

Hereafter referred to as "InStream" and:

Knox County Schools
Attn: Richard Baughman
912 Gay Street
Knoxville, TN 37930

Hereafter referred to as the "Customer".

(A.) SCOPE OF COVERAGE

1. Support consists of the following:

    a) Telephone, VPN (Internet) and on-site* Support calls.
    *Please refer to the procedure section of paragraph F.

2. The Annual Maintenance charge specified is based upon the System (defined as all software sold to the Customer by InStream as described in the statement of work) being used during normal business hours (8:00 AM – 5:00 PM) with VPN access. If VPN access is not provided, InStream reserves the right to adjust the Support charge accordingly and/or bill the Customer at the InStream's current hourly rate.

3. Subject to the last sentence of this paragraph A (3.), all Support services provided by InStream that are not covered by this Agreement will be billed to the Customer at InStream's current hourly rate. The current rates are $225.00 per hour for the first hour. Additional hours are billed in 15-minute increments. There is a one-hour minimum for all on-site visits. A block of 8 hours may be purchased for $1,600.00 payable in advance and expires after one year from purchase. Rates are in effect Monday through Friday 8:00 AM to 5:00 PM. Off-hour rates are $500.00 call charge and $250.00 per hour with a one hour minimum. Off-hour rates are in effect Monday through Friday 5:00 PM to 8:00 AM, all day Saturday and Sunday. For holiday times and rates, see paragraph (F.) 2.

4. The Customer understands and agrees that proper operation of the System included in this Agreement is dependent on the Customer having a properly configured computer and operating system, a compatible data/image format conforming to commonly accepted industry standards, properly connected and compatible input cables, and adherence to normal system maintenance guidelines.

5. Customer agrees to perform both regular computer and System backups.

6. Support does not include customization, application design/setup, training, or programming. If furnished, the foregoing items will be invoiced at InStream's then current rates as described in paragraph A(3) for such services.

7. Software Support does not include modifications to the System, preparations or packing for the purpose of moving the System or Support requested or performed outside InStream's regular business hours. If furnished, the foregoing items will be invoiced at InStream's then current rates as described in paragraph A(3) for such services.

8. Existing or Customer supplied Software/Hardware (computers required to run the system as described in the statement of work) must be in good working condition on the commencement date of this Agreement and throughout the Agreement period. InStream Service or Support required to place the Hardware in such condition will be invoiced to Customer at the rates specified in paragraph three.

9. Software Support Agreement commences with installation or serialization of the product.

(B.) SITE MAINTENANCE, POWER REQUIREMENTS, ENVIRONMENT

1. By acceptance of this Agreement, the Customer acknowledges that they understand that if support is needed because the Customer moves, disconnects or alters the configuration/components of the System, it will be billable.

2. If an Uninterruptable Power Supply ("UPS") is used with this System, the Customer is responsible for monitoring the status indicators on the UPS and notifying InStream if service is required.

3. Customer will maintain a reasonably clean, stable-operating environment for the System, free of excessive humidity, dust, dirt and any other environmental concerns that could have an adverse effect on the System components and performance.

4. Customer agrees to provide and maintain at the Customer's expense VPN access. This access is essential to provide support services; if it is not provided InStream reserves the right to charge at the rate described in paragraph A(3) as well as for any additional expenses incurred.

(C.) CUSTOMER NOTIFICATION PROCEDURES

1. In the event of a System malfunction, the Customer shall document whenever possible any error messages or codes generated by the Hardware or Software of the System.

2. Once the Customer has determined that System support is necessary from InStream, Customer will call InStream and request System support. The Customer will need to provide the Contract Number, a detailed description of the problem, as well as what activities were being performed prior to the malfunction, and what, if any, corrective action was taken by the Customer.

3. In response to a request for System support from the Customer, InStream may, at its sole discretion, elect to initially respond with telephone and/or VPN support to effect repairs to the System.

4. In response to a request for System support from the Customer, InStream may, at its sole discretion, repair a defective item or elect to replace an item with a similar component having like features and capabilities. In the event of component replacement, all defective items become the property of InStream.

(D.) SPECIFIC EXCLUSIONS

The following items are specifically excluded from this Agreement, and the responsibility for performing these functions rests solely with the Customer:

1. HARD DISK MAINTENANCE: Disk surface test and integrity analysis; Disk defragmentation; Virus scanning and protection.

2. DATABASE INTEGRITY: Routine database or index file rebuilds; database restoration from backup source.

3. BACKUP OF DATA, IMAGES, PROGRAMS, SYSTEM FILES: Performing regular backups.

4. This Agreement does not cover data entry or recovery, database editing or recovery, image recovery, or index rebuilds.

5. This Agreement does not cover service, repairs, parts or travel necessary because of accident, misuse, abuse, neglect, theft, vandalism, electrical power failure or fluctuation, strikes, alteration, fire, water or other casualty, acts or omissions in performance by non-InStream personnel; malfunctions of parts, attachments or programs not supplied and installed by InStream; aging, obsolete or incompatible Hardware or Software not supplied and installed by InStream; the use of inferior or incompatible parts or supplies as determined by InStream; unauthorized modification; or other conditions beyond InStream's control are not covered by this Agreement, and will be billed to Customer at prices in effect at the time.

6. This Agreement does not include the services of a technical support representative outside of InStream's normal business hours. Those services will be billed to Customer at InStream's off hour rates described in paragraph A(3).

7. This Agreement does not include the services of a technical support representative for re-installation of the software due to an upgrade of the Windows Operating System and/or the replacement of the associated Hardware, regardless of the reason. Any re-installation required will be billed to the Customer at the current support rate listed in paragraph A (3).

(E.) GENERAL

1. InStream will offer the option to renew according to software manufacturer established polices. Not following software manufacturer established polices, may result in late fees or reinstatements fees. Acceptance of the renewal after the expiration date will result in a 10% reinstatement charge.

    a.) ***** ANY CHANGES MADE TO YOUR CURRENT SYSTEM OR CANCELLATION OF MAINTENANCE NEED TO BE MADE 90 DAYS PRIOR TO THE EXPIRATION DATE.*****

2. This Agreement is not assignable by the Customer unless the Customer receives InStream's written consent which is in the complete and total discretion of InStream. In addition, this Agreement may be cancelled by InStream, upon written notice to the Customer, if the System is sold, transferred, or leased by the Customer to another entity.

3. This Agreement constitutes the entire agreement between the parties herein with respect to the subject matter hereof, and no representation, either written or oral, will be of any force or effect unless specifically set forth in this Agreement. No amendment or waiver of the terms of this Agreement may be made except in writing.

4. Neither party will be responsible for delays or inability to service caused, directly or indirectly, by strikes, accidents, climactic conditions, or other reason of a like or dissimilar nature beyond its control. In no event will either party be liable for loss of profits or special, indirect, or consequential damages arising from use of, or inability to use, Software, Hardware, or related Documentation. No action relating to obligations herein may be brought by either party more than one year after the cause of action has occurred.

5. The offering of this Agreement, in and of itself is no guarantee that the System is suitable for the Customer's purposes, or whether the System will achieve the Customer's intended results.

6. InStream's liability in case of non-performance herein will be limited to the Annual Maintenance Charge specified in the Exhibits section.

(F.) PROCEDURES

1. Annual Maintenance: Entitles the Customer to contact a trained technical support representative with questions regarding InStream System. InStream's courteous support team may be reached on the phone between 8:00AM and 5:00PM Current Time Zone and by email. InStream's personnel will access customer systems VPN for remote control.

2. Holiday Coverage: Coverage on National Holidays (New Year's, Easter, Memorial, Independence, Labor, Thanksgiving and Christmas Day). Extended coverage can be purchased for these holidays at the following rates:

Call Charge	$600.00
Hourly Charge	$350.00

3. Response Time: Phone Response: InStream's objective is to provide telephone response to support calls as follows:

Type of Problem	**Response Time**
System down situations and problems critically impacting operations	Within 2 hours
Problems not critical to operations	Within 4 hours
General information inquiries	Within 8 hours

4. Remote Access: Support Technicians can connect directly to the Customer's system, via remote access, allowing for support delays to be minimized. – *InStream uses GoToMeeting.*

   On-Site Support: If on-site support is required the technician will set up a designated time agreed upon by InStream and the Customer.

   Software Upgrades: New releases will include new features, as well as new listings of third-party product compatibility, including but not limited to operating systems and Hardware. The new features may at times also include modification of previous version features such as operating systems that are no longer supported under the new release. At the time of the customer requested upgrade; it is the customer's responsibility to ensure their environment meets or exceeds the environmental requirements. It is recommended that Customers engage InStream for all upgrades. Software upgrade assistance may be purchased at our current hourly rate and will be based on complexity. InStream cannot guarantee support for older software versions that have been declared as non-supported versions by the software manufacturer (as defined in the statement of work).

5. Remote Support: InStream requires that every Customer allows remote access to the system for technical assistance.

6. System Maintenance: While InStream can assist Customer with any question relating to InStream's software products, proper system maintenance by the user can greatly improve system reliability and performance. General system maintenance should include database maintenance and back-ups, hardware preventative maintenance and version updates of third-party software with any application service packs. If Customer is unsure of the suggested maintenance for its system, Customer must contact its system provider.

(G.) WARRANTY:

InStream represents and warrants that the services provided under this Agreement will be performed in a workmanlike manner in accordance with industry standards.

ApplicationXtender Software Support Agreement

KNOXCOS01
Effective Dates: 11/14/2026 to 11/13/2027

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers effective as of the date first set forth above.

InStream, LLC	**Knox County Schools**
_____	_____
Aubree Pacheco	
(Signature)	**(Signature)**
Aubree Pacheco	
(Typed or Printed Name)	**(Typed or Printed Name)**
Contract Administrator	
(Title)	**(Title)**
Date: 7/29/2026	**Date:** _____

InStream Address and Support Number:

InStream, LLC
5211 Linbar Drive, Ste. 504
Nashville, TN 37211

****To create a new support ticket, use the support portal https://instreamllc.zendesk.com and supply contact / product information.**

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____**, Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-521

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/25/2026

ApplicationXtender Software Support Agreement
No. KNOXCOS01– EXHIBIT A

11/14/2026 – 11/13/2027

Covered Software

MODEL	VERSION	DESCRIPTION	SERIAL/KEY #
AX		AX Server – 25CC User	
		Prime Protect	

TOTAL: $13,245.00

PLUS SALES TAX IF APPLICABLE

InStream
MAKING WORK FLOW

"We help you find "the right" solution."

Quotation

5211 Linbar Drive, Ste. 504
Nashville, TN 37211
Phone (629) 209-2500

DATE 7/29/2026
Customer ID KN20440
Quotation valid until: 10/5/2026
Prepared by: A. Pacheco

To:

Name	Richard Baughman
Company Name	Knox County Schools
Street Address	912 Gay Street
City, ST ZIP	Knoxville, TN 37930
Phone:	(629) 209-2500
Email:	richard.baughman@knoxschools.org

Ship To:

Name	Richard Baughman
Company Name	Knox County Schools
Street Address	912 Gay Street
City, ST ZIP	Knoxville, TN 37930
Phone:	(629) 209-2500
Email:	richard.baughman@knoxschools.org

Comments/Special Instructions: **Please send PO to apacheco@instreamllc.com or sign quote below**

SALESPERSON	P.O. NUMBER	QUOTE NO.	SHIP VIA	SHIP DATE	TERMS
		KCS-2601			By 11/10/2026

PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
	Application Xtender Annual Software Renewal **Contract Dates: 11-14-2026 to 11-13-2027**			
AX-ANNUMAINT	AX 25 CC User v8	1	11,518.00	$ 11,518.00
PP	Prime Protect	1	1,727.00	$ 1,727.00
	****NOTE: APPLICATION-XTENDER MAINTENANCE RENEWAL POLICY REQUIRES ALL MAINTENANCE CONTRACTS TO BE RENEWED 72 HOURS PRIOR TO EXPIRATION DATE OF THE CURRENT TERM. PLEASE SUBMIT PAYMENT BY NOVEMBER 10, 2026, TO AVOID AN AUTOMATIC 10% LATE FEE ON YOUR MAINTENANCE RENEWAL****			
	***** ANY CHANGES MADE TO YOUR CURRENT SYSTEM OR CANCELLATION OF MAINTENANCE NEED TO BE MADE 90 DAYS PRIOR TO THE EXPIRATION DATE.*****			

SUBTOTAL	$ 13,245.00
SALES TAX	$ -
OTHER	$ -
TOTAL	**$ 13,245.00**

Authorized Customer Signature Date

Prices are in U.S. dollars. Travel and Per Diem are not included in this quote. Taxes and shipping will be billed as applicable.
Authorized signature authorizes purchase and shows customer acceptance of proposed configuration and pricing. No returns.

THANK YOU FOR YOUR BUSINESS!

InStream, LLC
1201 Indian Church Rd
West Seneca, NY 14224

Phone: 629-209-2500
Fax: 866-593-6640
www.InStreamllc.com

InStream
MAKING WORK FLOW

Invoice

Invoice Number: 3006123-IN
Invoice Date: 7/29/2026
Invoice Due Date: 8/28/2026
Order Number:
Ship Date: 7/29/2026
Salesperson: OPEN - KNOXVILLE & M
Customer Number: KN20440

Sold To:
KNOX COUNTY SCHOOLS
ATTN: ACCOUNTS PAYABLE
PO BOX 2188
KNOXVILLE, TN 379901

Ship To:
KNOX COUNTY SCHOOLS
ATTN: RICHARD BAUGHMAN
912 GAY ST - 9TH FLOOR
KNOXVILLE, TN 37930

Confirm To:	Customer P.O.	Ship VIA	Terms
			NET 30 DAYS

Item Number	Unit	Ordered	Shipped	Back Ordered	Price	Amount

Service Agreement KNOXCOS01 APPLICATION XTENDER ANNUAL SOFTWARE RENEWAL

Agreement Renewal for 11/14/2026 to 11/13/2027 Contract Amt : $13,245.00

YOUR MAINTENANCE CONTRACT WILL EXPIRE ON THE INDICATED DATE. PLEASE REMIT FULL INVOICE AMOUNT BY DUE DATE TO CONTINUE YOUR MAINTENANCE AGREEMENT WITHOUT INTERRUPTION.ALL MAINTENANCE AGREEMENTS ARE PAYABLE IN FULL IN ADVANCE.
THANK YOU FOR YOUR PATRONAGE

For Service From 11/14/2026 To 11/13/2027

/M 13,245.00
MAINTENANCE

**** Amount Now Due ****

For Service at the Following Location(s)

1.KNOX COUNTY SCHOOLS ATTN: RICHARD BAUGHMAN , KNOXVILLE , TN

ID: 001 Item: AX-ANNUMAINT Desc: AX 25CC USERS

ID: 002 Item: PRIME-PROTECT Desc: PRIME PROTECT

TERM DATES: 11/14/2026 TO 11/13/2027

NOTE: APPLICATION-XTENDER MAINTENANCE RENEWAL POLICY REQUIRES ALL MAINTENANCE CONTRACTS TO BE RENEWED 72 HOURS PRIOR TO EXPIRATION DATE OF THE CURRENT TERM. PLEASE SUBMIT PAYMENT BY NOVEMBER 10, 2026, TO AVOID AN AUTOMATIC 10% ON YOUR MAINTENANCE RENEWAL

ACH PAYMENT INFORMATION:
Bank: Pinnacle Bank
Bank Address: 150 3rd Avenue South, Nashville, TN 37201
Account Number: 800107286817
Routing Number: 064008637
Remit Notice to: accountsrec@instreamllc.com

Net Invoice:	13,245.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	13,245.00 US Dollars

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Request for approval of ApplicationXtender Software Support Agreement with InStream, LLC for annual software renewal for digital storage of IEP documentation from November 14, 2026 through November 13, 2027 at a cost of $13,245.00

Cost to Knox County Schools

$13,245.00

Description and Type of Funding Source

General Purpose Special Education Budget

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

RLA-18885 **3.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
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 Master Registration Agreement with Turnitin for West High School's license to a suite of proprietary solutions to run plagiarism checks for the term of August 10, 2026 through August 9, 2029 at a cost of $21,474.00. *(Schools)*

Attachments

Agreement

Fiscal Note

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Order Form

This Order Form is between the two parties listed in the table below: Turnitin ("we" or "us") and West High School ("Customer" or "you" or "your"). It forms part of the Master Registration Agreement (MRA), or other applicable agreement identified herein and covers the services being provided ("Agreement").
This Order Form becomes effective on the date it's signed by both parties. Any terms used here that aren't defined will follow the meanings in the Agreement. If anything in this Order Form conflicts with the Agreement, the terms in this Order Form will take priority.

Turnitin, LLC

2101 Webster Street
Suite 1900
Oakland CA 94612
United States

Order Form No: Q-930283-2
Date: 16-Apr-2026
Expires On: 9-Aug-2026

Order form for **West High School**
Proposed by Ronaldo Sagana Jr.
Email: rsagana@turnitin.com
Phone:

Customer Information	
Billing Account: West High School	
Billing Street: 3300 Sutherland Ave.	Primary Contact: Shannon Suddath
Billing City: Knoxville	Primary Contact Email: shannon.suddath@knoxschools.org
Billing State/Province: TN	
Billing Zip/Postal Code: 37919	Billing Contact: Daisy Hogin
Billing Country: United States	Email: daisy.hogin@knoxschools.org
Tax ID: Validcert	

Products and Services

By using Turnitin products and services, you agree that your use is governed by the terms of the Master Registration Agreement: turnitin.com/mra

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Term and Termination

Term. The term of each Product or Service provided hereunder is specified in the Services and Fees table below.

Product Name	License Type	Service Start Date	Service End Date	Quantity	Amount
Turnitin Similarity	Enterprise	10-Aug-2026	9-Aug-2027	1	USD 5,636.00
Turnitin Similarity	Enterprise	10-Aug-2027	9-Aug-2028	1	USD 5,918.00
Turnitin Similarity	Enterprise	10-Aug-2028	9-Aug-2029	1	USD 6,150.00
Turnitin Originality	Enterprise	10-Aug-2026	9-Aug-2027	1	USD 1,200.00
Turnitin Originality	Enterprise	10-Aug-2027	9-Aug-2028	1	USD 1,260.00
Turnitin Originality	Enterprise	10-Aug-2028	9-Aug-2029	1	USD 1,310.00
				Net Total:	USD 21,474.00
				Gross Total:	USD 21,474.00

Product Descriptions

Turnitin Similarity	Protect against copy/paste plagiarism, student collusion, and research misconduct.
Turnitin Originality	Comprehensive protection against academic misconduct including emerging challenges such as AI writing & contract cheating.

Invoices and Payment Terms

1. Invoices. You agree to pay the full amount shown on each invoice within Net 30 days of receiving it. If payment isn't received by then, we may charge a monthly late fee of 2% of the invoice total. Late fees will not exceed either 10% of the total due or the maximum amount allowed by law—whichever is lower.
Your selected billing method is Billing Schedule: each term/period will be billed 30 days before that terms service starts.
2. Taxes. Prices do not include any indirect taxes (like VAT or sales tax), unless legally required to do so. If we are required to collect such taxes, we will add them to your invoice. If you are exempt from these taxes, a valid exemption certificate or direct payment permit can be submitted to **ar@turnitin.com** to avoid being charged, unless you have already done so.
3. Purchase Order Instructions. If a purchase Order (PO) is required for payment, please ensure:
    1. It is made out to Turnitin, LLC
    2. It includes your customer name and address
    3. The amount matches the amount due in the order form
    4. A signed Order Form is submitted along with the PO. We are unable to process the PO alone

Send both the PO and signed Order Form to your Turnitin representative.

Signed Order Form Instructions

Please check the details at the top of page one. If any of them are blank or incorrect please amend below.	
Billing Address	3300 Sutherland Ave., Knoxville, TN 37919
Billing Contact	Daisy Hogin
Billing Email (General billing email preferred)	daisy.hogin@knoxschools.org
Tax ID Number	62-1514781

Signature Section

IN WITNESS WHEREOF, the parties have executed this Order Form as of the Order Form Effective Date:

Customer	
West High School	
Signature	
Printed Name	Spencer Long
Printed Title	Executive Principal
Date	07/29/2026

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MASTER REGISTRATION AGREEMENT

This **MASTER REGISTRATION AGREEMENT** (this "**Master Registration Agreement**", together with the Service Terms, and Order Form(s), the "**Agreement**"), is between the applicable Turnitin Contracting Party specified in Section 27 below ("**Turnitin**", "**we**", "**us**" or "**our**"), and the individual or legal entity licensing the Services under the Agreement and/or an applicable Order Form ("**Customer**", "**you**", or "**your**") and governs your access to and use of the Services. Turnitin and Customer are each, individually, a "**Party**", and collectively, the "**Parties**" to the Agreement. Capitalized terms used but not defined in this Master Registration Agreement have the meanings set forth in Section 28 (Definitions).

Background. Turnitin has developed a suite of proprietary solutions designed for educational institutions to promote academic integrity, streamline exam assessment processes, and promote originality in academic work. These solutions include advanced technology for test assessments, proctoring, scoring, and recording, as well as tools for detecting potential unoriginal content by comparing texts against resources which may include but are not limited to: (1) internet resources; (2) Turnitin's proprietary database of texts; and (3) our proprietary Artificial Intelligence ("AI") detector. Customer is likewise committed to upholding academic integrity and promoting original work and seeks to subscribe to select Services offered by Turnitin, subject to the terms of the Agreement.

TERMS AND CONDITIONS

1. **Order Forms; Payment; Taxes.**

1.1 **Order Forms.** You will subscribe to the applicable Service by executing an Order Form which will define: (i) the Term; and (ii) the applicable Services you have licensed from us. Each Order Form is governed by the Agreement. You are responsible for providing complete and accurate billing, tax, and contact information to Turnitin.

1.2 **Fees/Payment.** You will pay the total amount due within thirty (30) days of receipt of an invoice, unless otherwise specified on an applicable Order Form. In addition to the total amount due under the invoice, payments not received within thirty (30) days may accrue a late fee ("**Late Fee**") **if specified on an applicable Order Form**. Turnitin reserves the right to suspend access to the applicable Service in the event of untimely payment as outlined in section 13. We also reserve the right to pursue legal action for non-payment.

1.3 **Taxes.** Each Party will be responsible, as required under Applicable Law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments under the Agreement. All fees payable by you are exclusive of Indirect Taxes, except where Applicable Law requires otherwise. We may charge and you will pay applicable Indirect Taxes that we are legally obligated or authorized to collect from you. You will provide such information to us as reasonably required to determine whether we are obligated to collect Indirect Taxes from you. We will not collect, and you will not pay, any Indirect Tax for which you furnish us a properly completed exemption certificate or a direct payment permit certificate for which we can claim an available exemption from such Indirect Tax. If you possess a valid exemption certificate from certain taxes, please email such certificate to us at ar@turnitin.com. All payments made by you to us under the Agreement will be made free and clear of any deduction or withholding, as required by law. If any such deduction or withholding (including cross-border withholding taxes) is required on any payment, you will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under the Agreement. We will provide you with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

2. License Grant and Right to Use Services

During the Term of the Agreement and subject to the Customer's compliance with the terms and conditions of the Agreement, Turnitin hereby grants to the Customer a limited, non-exclusive, revocable, non-transferable, non-assignable, non-sublicensable, non-commercial, royalty-free license. This license permits the Customer's Authorized Users to access and use the Services purchased pursuant to the Order Form(s) solely for the Customer's own internal purposes. This license grant is subject to the additional license terms applicable to each Service (a) in the Service Terms available at www.turnitin.com/service-terms; and (b) as shown below:

Turnitin Feedback Studio, Turnitin Feedback Studio with Originality, Turnitin Similarity, Originality, OC, OC+, Clarity, and SimCheck - The license granted for Turnitin Feedback Studio, Turnitin Feedback Studio with Originality, Turnitin Similarity, Originality, Originality Check, Originality Check +, Clarity, and SimCheck and any of their add-on features shall extend to Customer's Authorized Users, but only for their use in classes offered through Institution, and does not cover partner institutions unless otherwise agreed.

iThenticate Service - The license granted for the iThenticate Service extends to Authorized Users, but only for faculty research (i.e., grant proposals, general research, and supplemental course materials) produced in connection with Customer. Customer is responsible for ensuring that its Authorized Users comply with the terms of the Agreement.

Gradescope Service - The license granted for the Gradescope Service includes the right to access, use, reproduce, distribute, publicly perform, and display the Gradescope Service as set forth in the Agreement and the Order Form. This license extends to Authorized Users.

ExamSoft Service - Turnitin grants to Customer during the Term a non-exclusive, non-transferable, limited right, without right of sublicense, for all Authorized Users to: (a) access, use and display the ExamSoft Services from the Site; (b) access and use the Assessment Administration Services; (c) display, manipulate, and print, where enabled, the Authorized User Data, and if applicable, the Proctoring Reports in the course of using the Services; (d) access, use, display and print the applicable User Documentation solely in connection with the Portal Access Services; and (e) if applicable, permit Authorized Users to download and/or use the examinee testing software only for the purpose of taking assessments.

3. Enforcement for Authorized Users.

You shall ensure that all your Authorized Users comply with the terms and conditions of the Agreement, including, without limitation, with your obligations set forth in Sections 4 (Acceptable Use Policy; EULA) and 9 (Restrictions; Other Obligations). You shall promptly notify Turnitin of any suspected or alleged violation of the terms and conditions of the Agreement and shall cooperate with Turnitin with respect to: (a) investigation by Turnitin of any suspected or alleged violation of the Agreement; and (b) any action by Turnitin to enforce the terms and conditions of the Agreement.

4. Acceptable Use Policy; EULA.

4.1 **AUP.** You agree to comply with Turnitin's Acceptable Use Policy ("**AUP**"), which is incorporated into this Agreement by reference and sets forth the acceptable and prohibited uses of the Services. The AUP can be found at www.turnitin.com/acceptable-use-policy. Turnitin reserves the right to update the AUP from time to time at its discretion. You shall ensure that your Authorized Users are aware of and comply with the AUP. In the event of any violation of the AUP by you or your Authorized Users, Turnitin may, at its sole discretion, suspend or terminate access to the Services, in addition to any other remedies available under the Agreement or at law.

You shall be liable for violation of the terms and conditions of this Agreement by any of your Authorized Users.

4.2 **EULA.** Authorized Users will be required to accept our EULA prior to being granted access to any Services as set forth in the Service Terms.

5. Turnitin Data Usage Rights.

5.1 **Customer License for Provisions of Services.** Customer grants Turnitin, its Affiliates, and its third-party vendors (a) the ability to provide the Services in accordance with the Agreement and any applicable Order Form; (b) a non-exclusive, royalty-free, transferable, and sublicensable license to access, use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display Customer Content and Authorized User Data as necessary for Turnitin (c) the ability to create benchmarks assessing Customer and Customer-based performance and Service utilization; (d) the ability to offer the Customer suggestions; (e) the ability to engage in uses otherwise required by Applicable Law, such as making disclosures to law enforcement pursuant to investigations; and (f) the ability to create Anonymized, Aggregated, and/or De-Identified Data from Customer Content. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Authorized User Data and any information Customer provides relating to any Authorized Users and for obtaining and maintaining requisite copyright or other intellectual property rights relating to any such data such that Customer can grant the rights provided in this Agreement to Turnitin.

5.2 **Customer License for Product Development.** Provided that any usage by Turnitin and its Affiliates is in an Aggregated, Anonymized, and/or De-Identified manner that does not identify Customer or any of its Authorized Users, Customer grants Turnitin and its Affiliates a perpetual, irrevocable, non-exclusive, royaltyfree, transferable, and sublicensable license to use Customer Content, Authorized User Data, and Submissions (in whole or in part) for the purposes of developing, enhancing, or further refining Turnitin's existing products and services and developing new products and services, including those that leverage artificial intelligence. This license is subject to Turnitin's compliance with its confidentiality obligations under the Agreement and all Applicable Laws, including privacy laws.

5.3 **Aggregated, Anonymized, and/or De-Identified Data.** Upon creation, Turnitin shall own all right, title, and interest to any Aggregated, Anonymized, and/or De-Identified Data, and Turnitin may use, disclose, reproduce, distribute, display, perform, create derivative works from, and otherwise exploit Aggregated, Anonymized, and/or De-Identified Data for any lawful purposes, including, but not limited to, improving its existing products and services, developing new products and services, and for research, marketing, and promotional purposes, provided that such use does not directly or indirectly identify Customer or any Authorized User and is not prohibited by Applicable Data Protection Laws.

5.4 **Required Consents.** Customer represents and warrants that it will comply with and has provided all required notices and obtained all necessary consents and authorizations from its Authorized Users, as required by Applicable Law, to grant Turnitin the licenses set forth in this Section 5.

5.5 For the avoidance of doubt, as set forth below in Section 15.2 (b), Students own the Submissions, andTurnitin does not obtain the right to use concepts or ideas set forth in the Submissions through the license granted in this Section 5.

6. Service Terms.

The Service Terms apply to specific Services and provide additional terms and conditions governing your use of those Services. These Service Terms are available at www.turnitin.com/service-terms and are incorporated herein by reference. Your access to and use of the applicable Services are subject to the relevant Service Terms, in addition to the terms and conditions of the Agreement.

7. Reports and Source Database.

With respect to any Services that include reports evaluating textual sources, AI writing content and the database of source documents ("**Source Database**"), you agree (a) to maintain any Turnitin notices (including legal notices relating to Turnitin's proprietary rights such as copyright and trademark notices) and disclaimers on the reports; (b) to exercise independent professional judgment in, and to assume sole and exclusive responsibility for, determining the actual existence of plagiarism in submitted papers, acknowledging and understanding that the reports are only tools for detecting textual similarities between compared works and/or writing likely generated by AI and do not determine conclusively the existence of plagiarism; (c) that any disclosure of a report to any third party is at your own risk; and (d) that for papers stored in the Source Database, you authorize and instruct Turnitin to retain such papers for the purpose of using them as source material to detect unoriginal text in other papers in the future, including after the Term of the Agreement, unless your Turnitin administrator makes a written request to us to delete such papers.

8. Turnitin Obligations.

Turnitin agrees to: (a) use industry standards to protect the security of accounts, passwords, and the Source Database; (b) comply with the then-current Turnitin Policies, which are incorporated herein by reference; and (c) use reasonable efforts to make reports available online for a period of one hundred and eighty (180) days after the set end date for each class, with subsequent access, as available, to be provided via request to your account representative.

9. Restrictions; Other Obligations.

9.1 **Restrictions.** You and your Authorized Users may use the Services solely for the purposes expressly permitted by the Agreement. Neither you nor any Authorized User shall (or shall attempt to): (a) use the Services for purposes other than your internal use; (b) reverse engineer, decompile, disassemble, modify or create works derivative of the Services; (c) assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Services, or directly or indirectly permit any third party to use or copy the Services; (d) use the Services for purposes of (i) benchmarking or competitive analysis of the Services, (ii) developing, using or providing a competing software product or service, or (iii) any other purpose that is to our detriment or commercial disadvantage; (e) probe, scan, penetrate or test the vulnerability of the Services or breach the Services' security or authentication measures, whether actively or passively; (f) impersonate or misrepresent us, any of our employees, another user, or any other person or entity (including without limitation, by using email addresses associated with any of the foregoing); or (g) introduce any programs that contain viruses, worms, and/or Trojan horses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of the Services. You shall maintain the confidentiality of any passwords associated with the use of the Services in strict confidence and shall not share such passwords with any third party. For clarity, you may not share user credentials with any third-party without Turnitin's prior written consent.

9.2 **Other Obligations.** You shall be solely responsible for all use of the Services made with your passwords. Additionally, you: (a) must use the Services in accordance with Turnitin's then-current Documentation;

(b) shall not remove any proprietary notices (e.g., copyright and trademark notices) from either the Services, Documentation, content, or reports provided by Turnitin; (c) shall ensure your use of the Services complies with all Applicable Laws; (d) abide by all Turnitin Policies provided on the Turnitin Site (https://www.turnitin.com/); and (e) shall not (i) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (ii) use the Services to store or transmit Malicious Code, (iii) interfere with or disrupt the integrity or performance of the Services or thirdparty data contained therein, or (iv) attempt to gain unauthorized access to the Services or its related systems or networks.

10. Professional Services.

If an Order Form includes the provision of certain professional services (which typically include implementation, training with respect of the use of the Services, or assistance in creating Outputs (as defined below)) ("**Professional Services**"), then such services shall be provided in accordance with the Statement of Work to be attached to the Order Form ("**SOW**"). The Professional Services shall be provided remotely (and not at Customer's site), unless otherwise agreed in writing between the Parties in the SOW. The Professional Services may be performed by a third party if mutually agreed in the SOW.

11. Telecommunications and Internet Services.

You acknowledge and agree that your and your Authorized Users' use of the Services is dependent upon access to telecommunications and Internet services. You are solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware and software required to access and use the Services, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing. Turnitin is not responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications and Internet services.

12. Privacy and Data Protection; Security.

12.1 **Collection/Processing of Personal Data.** Solely to the extent necessary for Turnitin's provision of the Services to Customer, Customer (in its capacity as Data Controller) may from time to time provide or make available access to Personal Data contained in Customer Content to Turnitin (in its capacity as a Data Processor). Turnitin's collection, use, processing, and disclosure of Personal Data in connection with the Services will be subject to and in compliance with the Data Processing Agreement available at www.turnitin.com/dpa("**DPA**") and as described in its Privacy Policies available at https://help.turnitin.com/Privacy_and_Security/Privacy_and_Security.htm or https://examsoft.com/privacypolicy (as may be amended and/or updated from time to time by Turnitin in its sole discretion).

12.2 **Customer's Undertakings.** Customer acknowledges and agrees that Personal Data and information may be transferred outside of the United States or any other jurisdiction where Customer, its third-party vendors, and users are located. Customer shall be solely responsible for providing all required notices, obtaining all consents, opt-ins, and authorizations, and providing and managing all opt-outs as may be required by all Applicable Data Protection Laws, for the collection, disclosure, transfer, storage and processing of Personal Data and/or Sensitive Personal Data by Turnitin according to Customer's instructions under this Agreement. When information or data is provided by Customer, Customer shall also have the sole responsibility for accuracy, quality, integrity, reliability, appropriateness, and copyright permission.

12.3 **Security.** Turnitin shall have in place—and shall comply with—documented written information security policies and procedures, periodically reviewed, covering the administrative, physical, and technical safeguards in place to protect against unauthorized access to or acquisition of Personal Data. Such policies and procedures will include encryption of data, where practicable, virus detection, and firewall utilization.

13. Suspension of Access.

In addition to any Service specific suspension rights set forth in the Service Terms, we may, in our sole discretion, also suspend your or any Authorized User's access to the Services (i) in order to prevent damage to, or degradation of, the Services; (ii) to comply with Applicable Laws, court order, or other governmental requests; (iii) to otherwise protect us from potential legal liability; (iv) if we believe that your or any Authorized User's use of the Services is causing immediate and ongoing financial, physical, or reputational harm to us or others (including our customers); or (v) to address a breach of any Turnitin Policy or the Agreement, including, but not limited to, failure to timely pay amounts due and payable for use of the Services. Subject to the foregoing, we shall use reasonable efforts to provide you with notice prior to or promptly following any suspension of the Services. We shall use commercially reasonable efforts to restore access to the Services as soon as it has determined that the event giving rise to suspension has been resolved unless we have elected to terminate the Agreement for breach. You agree that Turnitin will not be liable to you or to any third party for any suspension of any Service under such circumstances as described in this Section 13.

14. Return of ExamSoft Data.

Upon request by Customer within ninety (90) days of the termination of an Order Form for ExamSoft Services, Turnitin shall provide access to ExamSoft Services for the sole purpose of permitting Customer to download Authorized User Data, Test Data, and Proctoring Reports using ExamSoft's standard features and processes. After such 90-day period, Turnitin will have no obligation to maintain or provide Customer access to Authorized User Data or any other relevant data or reports and may thereafter, unless legally prohibited, delete all such data and reports in Turnitin's Systems or otherwise in Turnitin's possession or under its control. In the event of expiration or termination of an Order Form for ExamSoft Services, Turnitin shall not use Personal Data, Test Data, or Proctoring Reports related to those Services that have not been deleted, except as otherwise permitted by the Agreement.

15. Proprietary Rights; Ownership.

15.1 **Turnitin Ownership.** Subject to 15.2 (Customer/Student Ownership), Turnitin or its Affiliates, as the case may be owns (a) all rights in and to the Services, including the underlying software and technology (including all Intellectual Property Rights therein or thereto), all as may be updated, improved, modified or enhanced from time to time; (b) all trademarks, service marks, trade names and other statutory or common law intellectual property or other proprietary rights related to the Services; and (c) with the exception of Output (which is owned by Customer), all other reports and all materials created by the Services (including the format of any such reports but excluding the Personal Data of Customer or any Authorized User). With the exception of the limited license granted to Customer in Section 2 (Right to Use Services; License Grant), nothing contained in the Agreement shall be construed as granting Customer, any Authorized Users, or any other third party any right, title, or interest in or to Turnitin's or its Affiliates', as the case may be, Intellectual Property Rights whether expressly, by implication, estoppel, or otherwise. All rights in such items are expressly reserved to Turnitin or its Affiliates, as the case may be.

15.2 **Customer/Student Ownership.** As between the Parties and subject to Sections 5.2 (Customer License for Product Development); 5.3 (Aggregated, Anonymized, and/or De-Identified Data); and 15.3 (Feedback), (a) Customer owns the Authorized User Data, Test Data, and Proctoring Data and acts as the Controller for any Personal Data contained therein; and (b) students own the Submissions, and Turnitin does not obtain the right to use concepts or ideas set forth in the Submissions.

15.3 **Feedback.** All right, title and interest in the Services and any other Turnitin materials furnished or made available hereunder, and all modifications and enhancements thereof, and all suggestions, ideas and feedback proposed by Customer regarding Turnitin, LLC, its Affiliates, or the Services, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, belong to and are retained solely by Turnitin, LLC, or its Affiliates, as the case may be. Customer hereby does and will irrevocably assign to Turnitin all evaluations, ideas, feedback and suggestions made by Customer to Turnitin regarding the Services (collectively, "**Feedback**") and all Intellectual Property Rights in the Feedback.

16. FERPA.

To the extent Customer or Customer Content is subject to the Family Educational Rights and Privacy Act ("**FERPA**"), Customer designates Turnitin a "school official" within the meaning of FERPA 34 CFR Section 99.31. Turnitin will remain under the direction of Customer with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined in FERPA 34 CFR Section 99.3, and Turnitin may use personally identifiable information and education records only as set forth under the Agreement and in compliance with Applicable Law.

17. Insurance.

Turnitin will maintain the current applicable commercial general liability and cyber liability insurance limits as presented in any certificates of insurance (evidence of coverage only) ("**Turnitin COIs**") provided to you, and will ensure that such coverage extends to Turnitin, with the limits therein not materially decreasing during the Term. Upon your written request during the Term, we will provide you with the then-current Turnitin COIs. Upon your written request, Turnitin will cause you to be added as an additional insured under our commercial general liability policy with respect to liability arising out of Turnitin's acts or omissions in connection with this Agreement. Turnitin will provide you with a revised certificate of insurance reflecting such additional insured status within thirty (30) days of such request.

18. Support.

We will provide reasonable email and phone support to you via your sole appointed primary account administrator during our normal support hours.

19. Term and Termination

19.1 Term.

19.1.1. **Term for Non-Governmental Customers.** With the exception of any customers who are governmental entities (which are governed by Section 19.1.2), the initial term of the Agreement ("**Initial Term**") commences on the start date specified in the Order Form and continues until terminated in accordance with this Section 19.1.1 or as otherwise set forth in the Agreement. If the Initial Term is not perpetual, the Agreement remains in effect for the duration set forth in the Order Form. Following the Initial Term, the Agreement automatically renews for successive

one (1) year periods (each, a "**Renewal Term**", and collectively with the Initial Term, the "**Term**") unless either Party provides the other Party with written notice of termination at least ninety (90) days prior to the end of the then-current Term. Each Renewal Term shall incorporate and is subject to our thencurrent pricing. Your administrator will receive reminders regarding renewal requirements when logging into the Services before the Term expires.

19.1.2. **Term for Governmental Customers.** This section applies only to customers who are governmental customers or state institutions. For any governmental customers or state institutions, the Initial Term will be as specified in the Order Form; however, the automatic renewal of the Agreement for each Renewal Term is contingent upon the continued need and the availability of adequate appropriations from the relevant government authority. If any of these conditions are not met, the governmental customer or state institution may terminate the Agreement without penalty by providing written notice to us at least ninety (90) days prior to the end of the then-current Term. For clarity, termination is strictly tied to the appropriations from the state and not any budgetary changes made by the governmental customer or state institution. Each Renewal Term shall incorporate and is subject to our then-current pricing.

19.2 Termination.

19.2.1. **Turnitin Immediate Right of Termination.** Turnitin shall have the right to immediately terminate the Agreement or any Order Form(s) by giving written notice to Customer if Customer or any of its Authorized Users does or attempts to do any of the following: (a) decodes, decompiles, reverse engineers, merges, modifies, translates, attempts to defeat or disable the Services, or otherwise alters the Services in any form; (b) reproduces, duplicates or copies Services or creates derivative works based on Services, transfers, resells or grants any other rights of any kind for any copy of Services; (c) uses the Services for purposes of: (i) benchmarking or competitive analysis of the Services; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to Turnitin's detriment or commercial disadvantage; (iv) probes, scans, penetrates or tests the vulnerability of the Services or breaches the Services' security or authentication measures, whether actively or passively; (v) impersonates or misrepresents Turnitin, any Turnitin personnel, another user, or any other person or entity (including without limitation, by using email addresses associated with any of the foregoing); (vi) introduces any Malicious Code or other programs designed to interrupt, destroy, or limit the functionality of the Services; (vii) fails, within thirty (30) days, after receipt of written notice from Turnitin, to immediately discontinue the distribution or use of software or Services that infringe any copyright of Turnitin; or (viii) Uses the Services in any manner that breaches the terms of the Agreement or fails to follow the operating instructions provided by Turnitin; or (ix) fails, within thirty (30) days, after receipt of written notice from Turnitin, to pay any fees due and payable pursuant to the Agreement; or (x) if Customer becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency, or for the appointment of a receiver or similar officer for it, or makes an assignment for the benefit of any creditors.

19.2.2. **Mutual Termination for Material Breaches.** If either Party is in material breach of the Agreement and fails to cure such breach within thirty (30) days after written notice thereof, the non-breaching Party may terminate the Agreement by subsequent written notice to the

breaching Party. Notwithstanding the foregoing, if Turnitin is terminating the Agreement due to Customer's failure to pay any amounts due, Turnitin may terminate the Agreement if Customer has not cured the breach within (5) business days after receipt of notice of the breach from Turnitin.

19.2.3. **Termination Due to Third Party Service Providers.** In the event our ability to provide the Services is dependent upon a third-party provider of services, either used by you or us (in each case, "**Third-Party Services**"), and that third-party is unwilling or unable to provide the Third Party Services, we reserve the right to terminate that particular Service by written notification to you (which notification, notwithstanding 26.8 (Notice) may be delivered by telephone or electronic communication), or suspend the affected Service until such time as the third-party service provider becomes capable or willing to provide the Third-Party Services.

19.2.4. **Rights and Obligations Upon Termination.** Upon expiration or termination of the Agreement, subject to Section 19.2.6 (Use of ExamSoft Beyond Expiration) and Section 19.2.7 (Survival), Customer's and its Authorized Users' right to access and use the Services shall immediately terminate, Customer and its Authorized Users shall immediately cease all use of the Services, and each Party shall return or destroy and make no further use of the other Party's Confidential Information, materials, or other items (and all copies thereof).

19.2.5. **No Refunds.** Except as provided in Section 1.10 of the Service Terms, and Sections 12 (Privacy and Data Protection; Security), 24 (Accessibility), and 26.12 (Modifications to Turnitin Policies) herein, no Order Form from Customer may be canceled or terminated by Customer, and in no other termination event shall Customer be owed a refund of prepaid fees. For clarity, Customer may not cancel or terminate any fees owed under the Agreement or any Order Form for its convenience, whether payment terms require Customer to make a single payment in full or multiple payments during the Term.

19.2.6. **Use of ExamSoft Beyond Expiration Date.** In the event the Parties have not renewed the ExamSoft Services beyond the then-current Term, but Customer desires to continue to use the ExamSoft Services, Turnitin reserves the right to permit Customer to continue to access and use the ExamSoft services pursuant to Section 14; provided however, the fees applicable to Customer's usage for the ExamSoft Services shall automatically increase by 20% during any such post-expiration usage period.

19.2.7. **Survival.** Sections 5 (Turnitin Data Usage Rights); 7 (Reports and Source Database); 15 (Proprietary Rights; Ownership); 19.2.4 (Rights and Obligations upon Termination) through 19.2.7 (Survival); and 20 (Confidentiality) shall survive any expiration or termination of the Agreement, regardless of the reason for such termination, and shall continue in full force and effect thereafter.

20. Confidentiality.

20.1 **Customer's Use of Turnitin's Confidential Information.** Customer may (a) use Turnitin's Confidential Information only in connection with Customer's use of the Services as expressly permitted by the Agreement; and (b) use the Turnitin Content solely as expressly permitted under the Agreement.

20.2 **Turnitin's Use of Customer's Confidential Information.** To the extent Customer submits Confidential Information to the Service(s), Turnitin may use Customer's Confidential Information only as necessary

to perform the Services in accordance with the Agreement and as otherwise expressly permitted by the Agreement.

20.3 **Mutual Confidentiality Obligations.** Each Party will take all reasonable measures to prevent the disclosure, dissemination, or unauthorized use of the other Party's Confidential Information, including, at a minimum, those measures they take to protect their own confidential information of a similar nature. The receiving Party's obligations under this Section shall not apply to information that: (a) is or becomes publicly available without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality; (c) is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information; or (d) is required to be disclosed by law, regulation, or court order, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement and reasonably cooperates with the disclosing Party's efforts to contest or limit the scope of the required disclosure. Each Party's obligations related to the other Party's Confidential Information (except for trade secrets) shall survive for five (5) years following the expiration or termination of the Agreement. For any Confidential Information that constitutes a trade secret under Applicable Law, the receiving Party's confidentiality obligations shall survive for as long as such information remains a trade secret under Applicable Law.

21. Warranty and Disclaimer.

21.1 **Warranty.** Service Specific warranties (when and if applicable) are set forth in the Service Terms. In addition, during the Term, Turnitin warrants that (a) to the best of its knowledge, the Services (excluding any Customer Content and Third-Party Content) do not infringe the Intellectual Property Rights of any third party; and (b) it shall use reasonable efforts to provide the Services and support as set forth herein and as described on the Site and published Documentation. If the Services are found to be defective or not in compliance with the warranties set forth in this Section 21, Turnitin's sole obligation, and Customer's exclusive remedy, shall be for Turnitin to use commercially reasonable efforts to repair or replace (at Turnitin's option) the defective Services at no additional cost to Customer unless exclusive remedy is specified in Service Terms. Customer acknowledges that the Services are limited in scope by a finite database of material for comparison, a search process that might not have indexed the material used to create the submitted work, and non-access to certain proprietary databases of written work. Customer also acknowledges that reports indicate the possibility of textual matches only, and the actual determination of plagiarism is subject to Customer's professional judgment.

21.2 **Warranty Disclaimer.** EXCEPT AS SET FORTH IN SECTION 21.1 ABOVE, THE SERVICES (INCLUDING THE REPORTS) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TURNITIN SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, NON-INFRINGEMENT AND TITLE. NO WARRANTY IS MADE THAT THE SERVICES WILL BE TIMELY, SECURE OR ERROR FREE. IN JURISDICTIONS NOT ALLOWING THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES, TURNITIN'S WARRANTY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

21.3 **Risks Associated with Internet Use.** THE SERVICES ARE ACCESSED AND USED OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT TURNITIN DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT VARIOUS RISKS ARE ASSOCIATED WITH ITS USE, INCLUDING BUT NOT LIMITED TO:

(I) THE POTENTIAL FOR MALICIOUS CODE AND OTHER VIRUSES, WORMS, OR OTHER UNDESIRABLE DATA OR SOFTWARE; AND (II) THE POSSIBILITY OF UNAUTHORIZED USERS (E.G., HACKERS) ATTEMPTING TO OBTAIN ACCESS TO OR CAUSE DAMAGE TO CUSTOMER'S DATA, COMPUTERS, OR NETWORKS. TURNITIN SHALL NOT BE RESPONSIBLE FOR ANY SUCH ACTIVITIES OR CONSEQUENCES RESULTING FROM THE USE OF THE INTERNET IN CONNECTION WITH THE SERVICES.

22. Limitation of Liability.

22.1 **WAIVER OF DAMAGES.** EXCEPT FOR CLAIMS RELATING TO TURNITIN'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (THE "EXCLUDED CLAIMS"), NEITHER TURNITIN, ITS AFFILIATES, NOR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF TURNITIN HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

22.2 **NO LIABILITY FOR CERTAIN CLAIMS.** EXCEPT FOR (A) THE EXCLUDED CLAIMS; (B) OR IN CASE OF BREACH OF SECTION 20.2 (TURNITIN'S USE OF CUSTOMER'S CONFIDENTIAL INFORMATION) OR 20.3 (MUTUAL CONFIDENTIALITY OBLIGATIONS), OR (C) TURNITIN'S OBLIGATION TO INDEMNIFY CUSTOMER UNDER SECTION 23.2, AND REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, TO THE EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER AGREES THAT IN NO EVENT WILL TURNITIN OR ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS, BE LIABLE FOR: (I) ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE UPON ANY INFORMATION AND/OR OUTPUT OR OTHER REPORTS PROVIDED OR OTHERWISE ACCESSED IN CONNECTION WITH THE SERVICES; OR (II) FOR ANY LIABILITY ARISING FROM CUSTOMER'S DISCLOSURE OF ANY SUCH REPORTS OR OUTPUT TO ANY THIRD PARTY.

22.3 **LIABILITY CAP.** EXCEPT FOR (A) THE EXCLUDED CLAIMS; (B) IN CASE OF BREACH OF SECTION 20.2 (TURNITIN'S USE OF CUSTOMER'S CONFIDENTIAL INFORMATION) OR 20.3 (MUTUAL CONFIDENTIALITY OBLIGATIONS); OR (C) TURNITIN'S OBLIGATION TO INDEMNIFY CUSTOMER UNDER SECTION 23.2 (INDEMNIFICATION BY TURNITIN), AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, TURNITIN AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS' TOTAL CUMULATIVE LIABILITY ARISING UNDER OR RELATED TO THIS AGREEMENT AND THE SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE GREATER OF THE AMOUNTS PAID TO TURNITIN BY CUSTOMER UNDER THE AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, OR $25,000. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN THOSE JURISDICTIONS, TURNITIN'S LIABILITY UNDER THE AGREEMENT SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW. THE LIMITATION OF LIABILITY AND LIABILITY CAP SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL THEIR ESSENTIAL PURPOSE.

22.4 **Third-Party Products.** In connection with the Services, Turnitin may make available to Authorized Users or Customer or may separately license certain third-party products (collectively, the "Third Party Products"). Except as otherwise provided in the third-party licensor's license agreement, if any, accompanying the Third-Party Products, Customer shall have a limited, non-transferable (except to a successor entity), non-exclusive license to use the Third-Party Products solely in connection with the Services.

EXCEPT AS OTHERWISE PROVIDED IN THE THIRD-PARTY LICENSOR'S LICENSE AGREEMENT, IF ANY, ACCOMPANYING THE THIRD-PARTY PRODUCTS, THE THIRD-PARTY PRODUCTS ARE PROVIDED "AS-IS", WITHOUT WARRANTIES OF ANY KIND AND TURNITIN AND THE THIRD-PARTY LICENSOR DISCLAIM ALL

WARRANTIES WITH RESPECT TO THE THIRD-PARTY PRODUCTS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL TURNITIN OR ANY THIRD-PARTY LICENSOR BE LIABLE TO INSTITUTION, INSTRUCTORS, STUDENTS, OR ANY THIRD-PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD-PARTY PRODUCTS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

23. Indemnification.

23.1 **Indemnification by Customer.** To the extent allowed by Applicable Law, Customer shall indemnify, defend, and hold harmless Turnitin, its Affiliates, officers, directors, employees, agents, and licensors (collectively, "**Turnitin Indemnified Parties**") from any and all claims, losses, damages, liabilities, settlements, and expenses (including but not limited to reasonable attorneys' fees and all related costs) (collectively, "**Losses**") incurred by Turnitin Indemnified Parties as a result of any claim, lawsuit, demand, cause of action, or proceeding brought by a third party relating to or arising from: (a) Customer's or any Authorized User's breach of its restrictions or obligations under the Agreement; or (b) Customer's decision not to follow Turnitin's strong recommendations set forth in Section 3 (Turnitin Feedback Studio/Similarity/SimCheck/Clarity Services) of the Service Terms available at www.turnitin.com/service-terms.

23.2 **Indemnification by Turnitin.** To the extent allowed by Applicable Law, Turnitin shall indemnify, defend, and hold harmless Customer and its affiliates, officers, directors, employees, agents, and licensors (collectively, "**Customer Indemnified Parties**") from Losses incurred by Customer's Indemnified Parties as a result of any claim, lawsuit, demand, cause of action, or proceeding brought by a third party alleging that (i) Customer's licensed use of the Services, as permitted hereunder, infringes the U.S. patent or copyrights of that third party, or; (ii) Turnitin has violated any state or federal privacy law relating to information provided by Customer hereunder. Turnitin shall have no obligation to indemnify Customer under this Section to the extent the infringement claim arises from (i) any content or other intellectual property provided by Customer or any other third party, including third party content contained in the Source Database; (ii) Customer's failure to use the Services in accordance with the Agreement; or (iii) any matter for which Customer is obligated to indemnify Turnitin hereunder.

23.3 **Indemnification Procedures.** To qualify for the foregoing indemnity obligation, the Party seeking indemnity must: (i) give the indemnifying Party prompt written notice of any Claim; and (ii) allow the indemnifying Party to control, and fully cooperate with the indemnifying Party in, the defense and all related negotiations.

23.4 **Governing Law and Dispute Resolution.** The Agreement is governed by Applicable Law in accordance with Section 27 (Contracting Party; Applicable Law), and unless otherwise set forth in an Order Form, the Parties consent to the exclusive personal jurisdiction of the applicable jurisdiction detailed in Section 27 (Contracting Party; Applicable Law).

24. Accessibility.

The parties acknowledge that applicable accessibility standards are evolving under the law. Turnitin and ExamSoft publish Accessibility Conformance Reports for Services and Products on their websites, which reflects current compliance with Web Content Accessibility Guidelines. Each Service and Product may differ. Turnitin maintains an ongoing roadmap and updates its publicly available roadmap to reflect changes and improvements in compliance. If a

Student user of the Services raises a complaint regarding the accessibility of the Services to accessibility@turnitin.com, Turnitin shall use commercially reasonable efforts to resolve such complaint at no additional cost to the Customer. If Turnitin is unable to provide a satisfactory resolution, Customer's sole remedy and Turnitin's sole liability shall be for Customer to terminate the Agreement with thirty (30) days' written notice to Turnitin. In such case, Customer shall receive a refund of prepaid fees, prorated to the date of termination.

25. Representations and Warranties.

Each Party represents and warrants to the other Party that: (a) it has full power and authority to enter into and perform the Agreement, (b) the execution and delivery of the Agreement has been duly authorized, and (c) entering into the Agreement does not violate any Applicable Law.

26. Miscellaneous

26.1 **Controlling Documents.** Except as otherwise provided herein, in the event of any conflict between the terms of the Agreement and the terms of any subsequent agreement, including, without limitation, any Turnitin Policies, SOWs or other documents, the terms of the Agreement will control, unless the Parties expressly agree in any applicable Order Form or SOW that such Order Form or SOW should control.

26.2 **Severability.** If any provision of the Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the offending provision shall be modified by the minimum extent required to render the provision enforceable.

26.3 **Waiver.** The waiver from time to time by a Party of any of their rights or their failure to exercise any remedy will not operate or be construed as a continuing waiver of the same or of any other of such Party's rights or remedies provided in the Agreement.

26.4 **Relationship of the Parties.** The Parties are operating as independent contractors, and nothing in the Agreement will be construed as creating a partnership, franchise, joint venture, employer-employee, or agency relationship between the Parties. Neither Party will have the power to bind the other or to incur obligations on the other's behalf without such other Party's prior written consent.

26.5 **Language.** All communications and notices made or given pursuant to the Agreement must be in the English language. If we provide a translation of the English language version of the Agreement, the English language version of the Agreement will control if there is any conflict.

26.6 **Assignment.** Except as expressly provided in the Agreement, neither the Agreement nor any obligations under it may be assigned or delegated by either party without the prior written consent of the other party, except that Turnitin may assign the Agreement, in whole or in part, without consent to (a) any Affiliate or subsidiary of Turnitin; (b) an acquirer of all or substantially all of the assets or equity of Turnitin; or (c) a successor by merger. Any change of control of Customer is considered an assignment for the purposes of this Section.

26.7 **Headings.** Headings in the Agreement are provided for the convenience of the parties only and will have no substantive effect.

26.8 **Notice.** Any notice, authorization, designation, request or instruction under or in connection with the Agreement, to be effective, will be in writing and will be deemed duly given or served upon delivery, addressed,

if to Turnitin, to contracts@turnitin.com; and if to Customer, to the email address as set forth in the applicable invoice. Either Party may notify the other in the foregoing manner of any other address to which such communications are to be addressed under the Agreement.

26.9 **Force Majeure.** Neither Party will be liable for any loss, damage, delay or failure of performance resulting directly or indirectly from any cause which is beyond its reasonable control, including but not limited to acts of God, riots, pandemics (but excluding COVID-19), civil disturbances, wars, states of belligerency or acts of the public enemy (a "**Force Majeure Event**"). If any Force Majeure Event occurs, the Party delayed or unable to perform will give immediate notice to the other Party, and, if the delay continues for more than thirty (30) days, the Party affected by the other's delay or inability to perform may elect to: (i) terminate the Agreement or the applicable Order Form, (ii) suspend the Agreement or the applicable Order Form for the duration of the Force Majeure Event, or (iii) resume performance of the Agreement or the applicable Order Form once the Force Majeure Event ceases with an option for the affected Party to extend the period of the Agreement or the applicable Order Form up to the length of time of the Force Majeure Event. As to any other delay, time is of the essence as to performance under the Agreement.

26.10 **Publicity.** Except as set forth below, neither Party will use the name of the other Party in any news release, public announcement, advertisement or other form of publicity without securing the prior written consent of the other. Notwithstanding the foregoing, Turnitin may use and reference Customer's name as a subscriber to the Services in connection with truthful advertising or promotion of the Services.

26.11 **Remedies Cumulative.** Except as limited under the Agreement, the rights and remedies afforded to each Party under the Agreement are in addition to any other rights or remedies, at law or in equity or otherwise.

26.12 **Modifications to Turnitin Policies.** Turnitin may modify any Turnitin Policies at any time by posting a revised version on the Site or by otherwise notifying you in accordance with Section 26.8 (Notice). The modified terms will become effective upon posting or, if you are notified pursuant to Section 26.8 (Notice), within thirty (30) days after your receipt of the notice. By continuing to use the Services or Turnitin Content after the effective date of any such modifications, you agree to be bound by the modified terms. It is your responsibility to check the Site regularly for modifications to the Turnitin Policies. In the event that you do not agree to the revised Turnitin Policies, you may terminate the Agreement by giving thirty (30) days written notice, and we will refund you the pro-rated amount of any prepaid annual subscription fees, calculated from the date of such termination. Continued use of the Services shall constitute your acceptance of revisions to the Turnitin Policies.

26.13 **Complete Agreement.** The Agreement and all exhibits therein (including any other terms incorporated by reference) contain the entire agreement of the parties and supersedes any and all prior agreements, understandings and communications between Turnitin and Customer with respect to the subject matter of the Agreement. Except as set forth in this Section 26.13 (Complete Agreement), no amendment, modification or supplement of any provision of the Agreement will be valid or effective unless made in writing and signed by a duly authorized officer of Turnitin and Customer.

26.14 **Non-Exclusive Remedies.** Except as set forth in Section 23.2 (Indemnification by Turnitin) and the exercise by either Party of any remedy under the Agreement will be without prejudice to its other remedies under the Agreement or otherwise.

26.15 **Counterparts.** The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of the Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of the Agreement.

26.16 **Other Provisions.** Except as provided herein, all amendments or modifications to the Agreement must be agreed by an authorized signatory of each Party. A Party's failure to insist upon or enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right.

26.17 **Third-Party Beneficiaries.** Except as set forth in Section 23 (Indemnification), the Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to the Agreement.

26.18 **Changes to Services.** Turnitin reserves the right, in its sole discretion, to make any changes to the features and functionalities of the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Services to its customers, (ii) the competitive strength of or market for Turnitin's services; (iii) the Services' cost efficiency or performance; (b) to comply with Applicable Laws; or (c) as otherwise determined by Turnitin as commercially necessary.

26.19 **Equitable Relief.** Each Party acknowledges that a breach by the other Party of any confidentiality or proprietary rights provision of the Agreement may cause the non-breaching Party irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the non-breaching Party may institute an action to enjoin the breaching Party from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and a Party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching Party may be entitled at law or in equity.

26.20 **Battle of Forms.** Customers purchase, license, and use of Services shall be solely governed by the terms and conditions of the Agreement. Any terms or conditions introduced by Customer either directly, indirectly by way of reference or otherwise are hereby explicitly rejected and shall not apply. The Parties agree that any additional or differing terms or conditions in any other document or arrangement not forming part of the Agreement, including but not limited to any letter or terms of engagement or the like, purchase order, invoice, acknowledgment, delivery receipt, confirmation or other delivery or acceptance document issued by or on behalf of Customer shall be void, and of no force or effect to the extent such are in breach of or contradiction with the Agreement.

27. Contracting Party; Applicable Law. The

Turnitin Contracting Party and the Applicable Law jurisdiction hereunder are set forth opposite the applicable Account Country herein:

27.1 **Turnitin Products**
Account Country: Indonesia
Contracting Party: PT Turnitin Education Indonesia
Contracting Party Address: Level 38 Tower A 88 Office Tower, Kota Kasablanka, Jl. Casablanca Raya Kav. 88 Kel, Menteng Dalam Jakarta Kec. Tebet Kota Adm. 12870 Indonesia
Applicable Law/Applicable Jurisdiction: Indonesia

Account Country: Japan
Contracting Party: Turnitin Japan, LLC
Contracting Party Address: Nishi-Shinjuku Takagi Building 7F/8F, 1-20-3, Nishi-Shinjuku, Shinjuku ku, 160-0023, Tokyo, Japan
Applicable Law/Applicable Jurisdiction: Japan / Singapore (SIAC)

Account Country: All LATAM Countries
Contracting Party: Turnitin Mexico S. de R.L. de C.V
Contracting Party Address: Avenida Vasconcelos 755 Pte. ED Plaza Avanta, 3rd floor, interior 301 Col. Del Valle, C.P. 66220, San Pedro Garza García, Nuevo León, 66220, Mexico
Applicable Law/Applicable Jurisdiction: Mexico / Mexico City

Account Country: India, Bangladesh, Nepal, Bhutan, Sri Lanka, Maldives
Contracting Party: Turnitin India Pvt Ltd
Contracting Party Address: Suite #1603, Floor 16, Max Towers, Sector - 16B
Noida, Uttar Pradesh 201301 India
Applicable Law/Applicable Jurisdiction: India / Delhi

Account Country: Any other country that is not listed within this Section 27.1
Contracting Party: Turnitin, LLC
Contracting Party Address: 1920 Broadway #205,
Oakland, CA 94612 USA
Applicable Law/Applicable Jurisdiction: New York, NY

27.2 **ExamSoft Products**
Account Country: UK
Contracting Party: Liftupp Ltd
Contracting Party Address: Liftupp Ltd. 6th floor, Wellbar Central 36 Gallowgate Newcastle Upon Tyne NE1 4TD United Kingdom
Applicable Law/Applicable Jurisdiction: United Kingdom

Account Country: India
Contracting Party: Turnitin India Pvt Ltd
Contracting Party Address: Suite #1603, Floor 16, Max Towers,
Sector - 16B
Noida, Uttar Pradesh
201301 India
Applicable Law/Applicable Jurisdiction: India / Delhi

Account Country: Any other country that is not listed within this Section 27.2
Contracting Party: Examsoft Worldwide LLC
Contracting Party Address: 1920 Broadway #206,
Oakland, CA 94612 USA
Applicable Law/Applicable Jurisdiction: New York, NY

28. Definitions.

In addition to other terms defined elsewhere in the Agreement, the following terms, when capitalized, will have the following meanings:

"**Account Country**" is the country associated with Customer's Services account based on Customer's billing address on the Order Form, for purposes of Section 27.

"**Affiliate**" means a legal entity that directly or indirectly owns, controls, is owned by or is under common ownership or control with a Party.

"**Aggregated Data**" or "**Aggregated**" means information that relates to a group or category of Data Subjects, from whom individual Data Subject identities have been removed, that is not linked or reasonably linkable to any Data Subject.

"**Anonymized Data**" or "**Anonymized**" means information that does not relate to an identified or identifiable natural person or Personal Data rendered anonymous in such a manner that the Data Subject is not or no longer identifiable.

"**Applicable Laws**" means all federal, state, local, international and foreign laws, rules, regulations, directives, orders and ordinances of the jurisdiction in Section 27.

"**Applicable Data Protection Laws**" means all worldwide data protection and privacy laws and regulations applicable to the personal data in question, including, where applicable, (i) General Data Protection Regulation 2016/679 ("GDPR"); (ii) Directive 2002/58/EC; (iii) any applicable national implementations of (i) and (ii); (iii) in respect of the United Kingdom, any applicable national legislation that replaces or converts in domestic law the GDPR or any other law relating to data and privacy as a consequence of the United Kingdom leaving the European Union; and (iv) California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100–1798.199) ("CCPA"); in each case, as may be amended, superseded or replaced.

"**Assessment Administration**" means assessment administration, including but not limited to authoring, proctoring, scoring, and recording of assessments using the ExamSoft Services.

"**Authorized User(s)**" means any individual or entity to whom Customer has granted access and use of the Services, in accordance with the terms of this Agreement, this includes, but is not limited to, administrators, Instructors, Students, investigators, publishers, and researchers.

"**Authorized User Data**" means information that the Authorized User inputs into the Services, including without limitation, Personal Data, written text or materials, assessment questions, answers, and other assessment content.

"**Authorized User Documentation**" means the written instructions and specifications, user manuals, user guides, technical manuals, release notes, and online help files regarding use of the Services, and any other materials prepared in connection with any Service, correction, or enhancement, and shall include any updated versions as may be provided by ExamSoft from time to time (a) in the course of providing the Services; or (b) as part of any online tutorials or help files provided with the Services.

"**Authorized User Portal**" means a webpage(s) on the Site that Customer makes available to particular Authorized Users to access and use the Portal Services.

"**Confidential Information**" means all non-public information, data, or materials of a confidential or proprietary nature of a party including, without limitation, any trade secrets, functional and technical specifications, SOC 2 reports, HECVAT information, designs, drawings, analysis, research, processes, computer programs, algorithms, methods, "know how" and other technical information, sales and marketing research, materials, plans, and other business

information, accounting and financial information, personnel records, information concerning the products, services and business of a party and any other information: (a) that the disclosing party marks as confidential or proprietary; or (b) that due to its character or nature, a reasonable person in a like position and under like circumstances would treat as confidential. Confidential Information does not include information that (a) is or becomes publicly available without breach of the Agreement by a Party; (b) was rightfully in a Party's possession without any confidentiality obligations prior to its disclosure by the other Party; (c) is received by a Party from a third party without breach of any obligation of confidentiality; or (d) is independently developed by a Party without reference to or use of the other Party's Confidential Information.

"**Control**" (including the term "controlled by") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

"**Controller**" means the Party, which alone or jointly with others, determines the purposes and means of processing of Personal Data.

"**Customer Content**" means any and all data, information, materials, and content provided or submitted by Customer, or on the Customer's behalf, to Turnitin in connection with the Services, including but not limited to Authorized User Data, Submissions, Output, and any other content related to the Customer's use of the Services.

"**Data Subject**" means any identified or identifiable natural person.

"**De-Identified Data**" or "**De-Identified**" means information that cannot reasonably be used to infer information about, or otherwise be linked to, a particular consumer provided that the business that possess the information: (a) takes reasonable measures to ensure that the information cannot be associated with a Data Subject; and (b) publicly commits to maintain and use the information in deidentified form and not to attempt to reidentify the information, except that the business may attempt to reidentify the information solely for the purpose of determining whether its deidentified processes satisfy the requirements of Applicable Data Protection Laws.

"**Documentation**" means the electronic documentation for technical and use requirements for any Service available through the Site.

"**Effective Date**" means the date identified as such in the applicable Order Form.

"**End User License Agreement**" or "**EULA**" means the agreement between Authorized Users and Turnitin or its Affiliates that outlines the terms and conditions of Authorized Users' access to and use of the software and associated Services.

"**Force Majeure Event**" has the meaning given to it in Section 26.9.

"**Indirect Taxes**" means applicable taxes and duties, including, without limitation, VAT, service tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax.

"**Instructor**" means any individual employed or otherwise engaged by Customer as a teacher, professor, lecturer, or in a similar educational capacity, who is authorized by Customer to access and use the Services in accordance with the terms and conditions set forth in the Agreement.

"**Intellectual Property Rights**" means all the intellectual property and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country or any political subdivision thereof, including, without limitation: (a) all trade names, trade dress, trademarks, service marks, logos, and other identifiers; (b) copyrights, moral

rights (including rights of attribution and rights of integrity); (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, trade secrets, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice; (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof; and (e) all goodwill associated therewith and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses, malware, spyware and other malicious code, files, scripts, agents or programs designed to: (a) damage, destroy or alter any software, hardware or data stored therein; (b) reveal, damage, destroy or alter any data; (c) disable any computer program automatically; or (d) permit unauthorized access to any software, hardware or data stored therein

"**Order Form**" means any written order or quote for Services, whether in physical or electronic form, that is executed by both Turnitin and Customer. Each Order Form is effective upon signing by both Parties and is subject to and governed by the terms and conditions of the Agreement, which are incorporated by reference.

"**Output**" means any data, results, or materials generated or produced by Customer as a direct and specific outcome of using the Services, excluding any data, intellectual property, or Confidential Information owned or controlled by Turnitin or its Affiliates, and any enhancements, modifications, or derivative works of the Services or Turnitin's Confidential Information. Output includes Proctoring Reports.

"**Personal Data**" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual and also includes any information that meets the definition of "personal data", "personal information", "personally identifiable information", "nonpublic personal information" or any similar term in Applicable Data Protection Legislation.

"**Portal Services**" means those Services provided to Authorized Users to enable such Authorized Users' access to and use of the Authorized User Portal.

"**Processor**" means the Party which processes Personal Data on behalf of the Controller.

"**Proctoring Data**" means all data, information, and materials collected, generated, or processed during the proctoring of assessments, including without limitation, audio, video, screen recordings, photographs, identity authentication information, and any other data related to the monitoring and evaluation of the integrity and authenticity of the assessment process.

"**Proctoring Reports**" means the records, summaries, analysis, or other reports generated by the proctoring or monitoring features of any Service, which provides information about a Student's conduct and performance during an assessment to evaluate whether any such assessments have flagged exam integrity and related issues.

"**Product**" means the products, services, and software applications that Turnitin provides to Customer and Authorized Users, as applicable.

"**Sensitive Personal Data**" includes, but is not limited to,Personal Data that reveals a person's social security number, driver's license, state identification card number, passport number; account login information, financial account, debit card, or credit card in combination with a security or access code or credentials for accessing the account; precise geolocation; racial or ethnic origin, religious or philosophical beliefs or union membership; contents of a consumers' mail, email, and/or text message unless to the intended recipient; genetic data; biometric information for the purpose

of uniquely identifying an individual; health information; and/or information relating to an individual's sex life or sexual orientation.

"**Service(s)**" means each of the services made available by Turnitin or any of its Affiliates including those web services described in the Service Terms. Services do not include any Third-Party Content.

"**Service Terms**" means the specific rights and restrictions applicable to particular Services, which can be found at www.turnitin.com/service-terms. (and any successor or related locations designated by Turnitin).
Turnitin reserves the right to update the Service Terms at its discretion from time to time.

"**Site**" means the Turnitin website and Authorized User Portals that Turnitin makes available to Customer, its administrators and Instructors, and Students from time to time to access and use certain Portal Services in accordance with the terms of the Agreement.

"**Site Terms**" means the terms of use of the Site located at https://www.turnitin.com/ (and any successor or related locations designated by Turnitin), as may be updated by Turnitin from time to time.

"**Student**" means any of Customer's examinees who (i) install any portion of the ExamSoft Services on personal computer equipment; or (ii) download at least one assessment; or (iii) utilize portions of the ExamSoft Services to take an assessment on equipment provided by Customer; or (iv) take an assessment manually using paper but whose test results are later processed by the ExamSoft Services for processing and analysis by Customer; or (v) any examinee whose performance is otherwise assessed using ExamSoft Services (e.g., with rubrics).

"**Submissions**" means any written works, documents, or other materials submitted by Authorized Users to the Services for the purpose of examining, detecting, and preventing academic misconduct, including, but not limited to plagiarism in accordance with the terms and conditions set forth in the Agreement.

"**Support Services**" means the ongoing support and maintenance services that are provided by Turnitin to Customer (including its Authorized Users) for the Services.

"**Systems**" means the hardware and software platforms, owned, or used by ExamSoft and/or its licensors, in the course of providing the Services.

"**Term**" has the meaning given to it in Section 19.1.

"**Test Data**" means information that ExamSoft collects from Students for the purpose of Assessment Administration, including, but not limited to makes and models of computers used by Students, device identification number, types and versions of software used by Students and Software performance related information, Student biometric video and audio recordings, and other assessment-related data.

"**Third-Party Content**" means any technology, software, data, information, documents, or other materials made available to Customer by any third party on the Site or in conjunction with the Services.

"**Turnitin Content**" means all data, information, materials, and content that Turnitin provides or makes available through the Services, including without limitation, the Source Database, algorithms, software, tools, templates, text, graphics, images, and any other intellectual property or proprietary information owned

or licensed by Turnitin, but excluding Customer Content, Authorized User Data, Test Data, Output or ThirdParty Content.

"Turnitin Policies" means all policies of Turnitin applicable to the Services, including its Privacy Policy, Turnitin Service Terms, and Acceptable Use Policy.

"Updates" means bug or error fixes, patches, modifications, enhancements, updates, upgrades, corrections, replacement and successor products, new versions, and new releases.

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KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-595

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Turnitin, LLC contract (3 years), paying annually. Turnitin is an online service to check student writing for plagiarism and AI-generated content.

Cost to Knox County Schools

$0

Description and Type of Funding Source

310.000

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

RLA-18886 **4.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
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 Product Terms of Service and End User License Agreement with Liminex, Inc. DBA GoGuardian and Pear Deck Learning for West High School's license to student instruction products for the term of August 1, 2026 through August 31, 2027 at a cost of $10,904.76.
(Schools)

Attachments

Agreement

Fiscal Note

ORDER FORM

Liminex, Inc.
dba GoGuardian and Pear Deck Learning
8605 Santa Monica Blvd #996559
West Hollywood, California 90069-4109
United States

Primary Contact

QUOTE #	**Q-524462**
Created Date	7/30/2026
Contract Start Date	8/1/2026
Contract End Date	8/31/2027
Quote Term	Net 30

Ship To
West High School (TN)
3300 Sutherland Ave
Knoxville, Tennessee 37919-4544
United States

Quote is valid 90 days from the created date above

Bill To
West High School (TN)
3300 Sutherland Ave
Knoxville, Tennessee 37919
United States

Prepared By:
Hillary Emory
hemory@goguardian.com

Thank you for your interest in our products! This order form ("**Order Form**") identifies the Liminex products you have selected for subscription ("**Licensed Product(s)**"), the term of your initial subscription(s) to the Licensed Product(s) ("**Initial Term**"), the number of licenses included in your base subscription(s) ("**Licenses**"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("**GoGuardian**") and Pear Deck Learning ("**Pear Deck Learning**") on behalf of itself and its family of company Affiliates and products including Pear Deck, Inc. ("**Pear Deck**"), Snapwiz, Inc. referred to herein as "**Pear Assessment**", Zorro Holdco LLC referred to herein as "**Pear Deck Tutor**", and Pear Practice ("**Pear Practice**") (together, "**Liminex**", "**we**", "**us**", "**our**"), and the organization listed below ("**School**," "**you**" or "**your**"), and together with the Liminex Product Terms of Service and End User License Agreement available at https://www.goguardian.com/policies/eula and https://www.peardeck.com/policies/product-terms-and-end-user-license-agreement (the "**Terms**" and, together with this Order Form, the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School's purchase order.

QTY	PART #	DESCRIPTION	START DATE	END DATE	UNIT PRICE	EXTENDED
1,242	GG-PRD2Y-000001	Pear Deck Enterprise with LMS Access and Pear Start	8/1/2026	8/31/2027	$3.58	$4,446.36
1,242	GG-ENT12Y-000001	Pear Assessment Enterprise with Video Quiz, Pear Start and AI Capabilities	8/1/2026	8/31/2027	$5.20	$6,458.40
					TOTAL (USD):	$10,904.76

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact Liminex so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."
AZ/HI/SC/WA Customers: Sales tax will be added to the Fees quoted above.

GoGuardian

Pear Deck Learning

ORDER FORM

Liminex, Inc.
dba GoGuardian and Pear Deck Learning
8605 Santa Monica Blvd #996559
West Hollywood, California 90069-4109
United States

RENEWAL SUBSCRIPTION TERM

Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**") at our then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

RENEWAL FEES

We are dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term ("**Innovation Increase**"). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with Liminex in accordance with this Order Form.

PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your School is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your School is responsible for all taxes and duties unless expressly included in this Order Form.

Authorized Representative: Gina Hodges

Name: Spencer Long

Signature: [signature]

Title: Executive Principal

Date: 8/6/2026

Accounts Payable Name: West High School

Accounts Payable Email: daisy.hogin@knoxschools.org

If paying by purchase order, your PO must have:
1. PO Number
2. Bill to information
3. The products being purchased
4. Quote or quote number matching your purchase order
5. Total dollar amount

Liminex Products Terms of Service and End User License Agreement

Last Updated Date: May 8, 2026

Introduction

Welcome! Before using any of our Offerings, please take the time to review this combined Terms of Service and End User License Agreement ("EULA"), together with any applicable Order Form(s), the **Product Privacy Policy**, and, if applicable, the **Data Processing Addendum** and **Professional Services Addendum** (collectively, the "Agreement"). Capitalized words have the definitions set forth throughout this Agreement, including in Section 17 (Definitions).

When does this Agreement apply? This Agreement governs the use of the Offerings and is a binding contract between you, the school or school district ("School" (as further defined below), "you," "your"), and Liminex, Inc. doing business as GoGuardian and Pear Deck Learning, and acting on behalf of itself and its Affiliates (collectively, "Liminex", "GoGuardian", "we", "us", or "our"). This Agreement is distinct from our **Website Terms of Service**, which governs only use of our Website.

BY CLICKING AN "I AGREE" OR "I ACCEPT" BUTTON; EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT; COMPLETING THE REGISTRATION PROCESS; OR INSTALLING OR USING ANY OFFERINGS IN ANY WAY (THE DATE OF SUCH ACTION, THE "EFFECTIVE DATE"), SCHOOL AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING THIS AGREEMENT ON BEHALF OF A SCHOOL, SCHOOL DISTRICT, CORPORATION, ORGANIZATION OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS AND WARRANTS THAT THEY ARE AT LEAST EIGHTEEN (18) YEARS OLD AND HAVE THE AUTHORITY, THE RIGHT, AND THE CAPACITY TO LEGALLY BIND SUCH SCHOOL, SCHOOL DISTRICT, CORPORATION, ORGANIZATION OR OTHER LEGAL ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERM "SCHOOL" SHALL REFER TO EACH SUCH ENTITY AND ITS AFFILIATES.

You are free to reject this Agreement, but if you do not agree with all of the provisions of this Agreement, then you may not use any of our Offerings in any way.

IMPORTANT NOTICES:

- Section 15.2 contains provisions governing how claims are resolved between us, including a requirement for binding arbitration and class action waiver.
- You understand that use of some of our Offerings may require the consent for monitoring and recording information and communications of all users on the

Managed Devices or Accounts under Applicable Law. You represent and warrant that you have obtained such requisite consent.

- We may make non-material modifications to this Agreement or changes that expand our obligations, reduce your obligations, or introduce a new product offering immediately without notice to you. Otherwise, we will only modify or replace this Agreement after providing notice to you in accordance with Section 16.1. You are responsible for regularly reviewing your Account and our Website for any changes to the Agreement.
- Your use of, and participation in, certain Offerings may be subject to additional terms ("Supplemental Terms") and such Supplemental Terms will either be listed in this Agreement, an Order Form or will be presented to you for your acceptance when you sign up to use such Offerings. If this Agreement is inconsistent with the Supplemental Terms, the Supplemental Terms will control with respect to the Offerings to which they apply.

[We have included, in italics and brackets at the beginning of each section, summaries that provide short explanations of the legal language in plain English to aid in understanding, but such summaries are not legally binding.]

1. Getting Access to and Started with Our Offerings

[This Section explains how to establish and maintain Account(s). This Section describes the importance of being mindful about the information and settings in an Account – the value of our tools is dependent on the accuracy of the information you provide and the proper selection of product settings.]

We generally make our Offerings available on a paid, subscription-based license. As further described in Section 4.1, from time to time and in our sole discretion, we may offer limited free, trial or Beta Offerings at no additional charge.

1.1 Ordering

You may obtain Subscriptions to our Offerings either directly from us or one of our Affiliates or indirectly through one of our Authorized Resellers. If you purchase a Subscription to an Offering through an Authorized Reseller, you will enter into an Order Form directly with such Authorized Reseller and may be subject to additional terms as agreed upon between you and the Authorized Reseller. You expressly agree that this Agreement governs your access to and use of any Offering that you acquire from an Authorized Reseller, as well your relationship with us as to any products or services you purchase through an Authorized Reseller. You further agree that we and our Affiliates have the right to enforce the terms of this Agreement with respect to such purchases. You also acknowledge that no Authorized Reseller is authorized to provide warranties with respect to any Offerings in excess of those provided by us in this Agreement. The terms regarding any value-added services provided to you by an Authorized Reseller are solely between you and the Authorized Reseller and we have no responsibility for any such services.

If during a Subscription Term, you would like to expand your base Subscription(s) to include additional licenses above your Licensed Capacity, please contact us so that we can send you an additional Order Form for those Add-Ons. If we do not hear from you and you deploy additional licenses, we or, as applicable, an Authorized Reseller will send you an Order Form and invoice you for the Subscriptions to the Add-Ons that you use above your Licensed Capacity. Add-Ons, once deployed and paid, will be rolled into your base Subscription.

If an Order Form with School indicates that any School Affiliates will be receiving access to the Offering(s) hereunder, each of them will be bound by the terms of this Agreement as if they were an original party hereto.

1.2 Accounts

Before accessing certain Offerings, you may be required to create an Account. When setting up your Account, you may link your Offerings with your Google, Microsoft, and/or Learning Management System ("LMS") account for ease of sign on and, for certain Offerings, to pull in a directory of Managed Devices or Accounts. In linking your Account to your Google, Microsoft, and/or LMS account, you are granting us access to certain account information from your Google, Microsoft, and/or LMS account, as permitted under the applicable terms and conditions that govern your use of that Google, Microsoft, or LMS account.

1.2.1 Authorized Users

Within your Account, you may have the ability to enable separate sub-accounts for Authorized Users. You are responsible for issuing and maintaining such sub-accounts only for appropriate Authorized Users, as well as issuing and maintaining appropriate permission settings for each Authorized User.

1.2.2 School Information

When creating an Account, you agree to (a) provide true, accurate, current and complete information necessary to create the Account and to deploy the Offerings you have subscribed to on Managed Devices or Managed Accounts; and (b) promptly update any such information to maintain its accuracy and completeness during the Term. Without limiting the generality of the foregoing, you agree to provide and maintain accurate, up-to-date and complete School Profile Information, Authorized School Personnel Information, Personal Student Information, Parent/Guardian Information, and Association Information. You acknowledge and agree that proper implementation and operation of certain Offerings depends largely on the accuracy, completeness and timeliness of the Personal Student Information, Parent/Guardian Information and Association Information ingested into the Offering; therefore, it is of the utmost importance that you take great care in maintaining and updating this Personal Student Information, Parent/Guardian Information and Association Information at all times during the Term.

You are responsible for ensuring the confidentiality and security of School Account Information, including protecting, and requiring your Authorized Users to protect, usernames and passwords associated with your Account, and notifying us immediately if you suspect or know that (1) a username and password is known by someone other than the applicable Authorized User; and/or (2) your Account (including any individual Authorized User sub-account) has been compromised.

1.2.3 Account Settings

You are responsible for selecting and updating the settings in the Offerings you subscribe to as you see fit and ensuring that the selections comply with all Applicable Law, as well as any guidelines and requirements you have established, including, with respect to use of the GoGuardian Offerings, for monitoring Managed Devices or Accounts and parents' or guardians' authorization of such monitoring. If you have questions about any settings in an Offering or your Account, such as permissions and settings associated with Managed Devices or Accounts, please visit our **Help Center** and/or contact **support@goguardian.com** (GoGuardian Offerings), **support@deck.peardeck.com** (Pear Deck), **support@assessment.peardeck.com** (Pear Assessment), or **support@practice.peardeck.com** (Pear Practice).

1.3 Payment Terms

Fees due for initial orders, any Add-Ons to, and any Subscription renewals of Offerings ("Fees") shall be set forth in the applicable Order Form. Fees for Subscriptions you purchase directly from Liminex or one of its Affiliates shall be paid within thirty (30) days of the date of our issuance of an invoice for such purchases, unless otherwise stated on an Order Form. Payment obligations for purchases made through an Authorized Reseller shall be as agreed upon by you and the Authorized Reseller.

Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction. You are responsible for paying all such taxes, levies, duties and assessments associated with purchases and transactions under this Agreement.

Unless otherwise stated on an Order Form, Fees are paid in advance of each billing period. Payment obligations under this Agreement are non-cancelable and all Fees paid are non-refundable. Upon your cancellation or termination of any Subscription, you remain responsible for payment of all Fees allocable to the terminated portion of the Subscription Term referenced in the applicable Order Form without any refund owed to you, unless otherwise mutually agreed to in writing between you and us.

Upon notice to you, we may increase any Fees specified in an Order Form, provided the increase will not become effective until the expiration of the current Subscription Term. We may increase any Fees that are not specified in an Order Form at any time, with or

without notice to you. We may allow you to continue using a free, trial or Beta Offering on a paid Subscription basis, but your continued use and your Subscription would be subject to a completed Order Form and payment of the applicable Fees.

For certain Offerings, we will endeavor to notify you if your Account has delinquent Fees. If delinquent fees are not paid, we will suspend your use of the Offering(s).

2. Offerings

[This Section explains more about the Offerings, including updates to such offerings and linkages with other third-party integration software that we make available to you. Offerings may experience downtime or we may suspend access to Offerings in certain situations.]

2.1 Access and Updates to Offerings

We will make our Offerings to which you have a Subscription available to you, subject to the terms of this Agreement. From time to time, we may also make updates to the Offerings available to you. You agree that we may, without advance notice to you, automatically install or add updates, upgrades, and/or new features to the Offerings that we deem to be reasonable, beneficial to you, and/or reasonably necessary. You acknowledge and agree that any obligation we may have to support previous version(s) of any Offering may end when we release an update, upgrade, and/or additional feature for the Offering. The license granted for a Subscription shall apply to any updates, upgrades, and/or additional features that are not distributed with a separate license or other agreement. If we make any material changes to an Offering, we will notify you within the Offering interface or by sending you an email.

With respect to an Offering accessed through or downloaded from the Apple App Store, Google Play Store, or Microsoft Store (each, an "App Store" and such Offering an "App Store-Sourced Application"), you acknowledge and agree that the availability of the App Store-Sourced Application is dependent on the App Store.

2.2 Downtime and Suspension of Offerings

You acknowledge that you may experience downtime (a) as a result of our conducting maintenance or (b) in connection with a force majeure event (as described in Section 16.5). In addition, you acknowledge that we may, at our discretion, suspend your access or suspend access of one of your Authorized Users to the Offerings for your breach or your Authorized Users' breach of this Agreement, including if we have reasonable grounds to suspect that any School Account Information provided by you or any Authorized User is untrue, inaccurate, not current or incomplete; we deem it reasonably necessary to avoid or mitigate harm to us, you, any other of our customers or a third party if the Offerings were not suspended; or to comply, in our sole discretion, with legal requirements.

2.3 Integrations with Offerings

We may allow you to access certain third-party software or offerings (e.g., YouTube) through your Account via an application programming interface ("API") or other technical connection (such software or offering, an "Integration Offering"). Because you control whether to integrate and use an Integration Offering, you are solely responsible for all interactions with the Integration Offering, including ensuring appropriate privacy, contractual, and other protections with it as well as ensuring that you are complying with any terms, such as the **YouTube Terms of Service**, you are required to agree with the provider of such Integration Offering depending on the Integration Offering being accessed. Integration Offerings are not "Offerings" under this Agreement and are not subject to any of the warranties, service commitments or other obligations with respect to Offerings hereunder. The availability of any Integration Offering through any of our Offerings does not imply our endorsement of or affiliation with the provider of such Integration Offering. We do not control any Integration Offering and will have no liability to you in connection with any Integration Offering. We have no obligation to monitor or maintain access to Integration Offerings and may disable the ability to integrate with them or restrict access to any Integration Offerings at any time, with or without notice to you (though we, of course, will endeavor to provide notice of any such disabling whenever reasonably practicable under the circumstances). By using or enabling any Integration Offering, you are expressly permitting us and our Affiliates to disclose your School Profile Information, and, to the extent applicable to your Offering, your Authorized School Personnel Information, Personal Student Information, Parent/Guardian Information, Association Information or other information, including support requests and School Log and Cookie Information to the extent necessary to utilize the Integration Offering. Regarding the Google Workspace API, we do not use this API to develop, improve, or train generalized artificial intelligence and/or machine learning models. YOUR USE OF ANY INTEGRATION OFFERINGS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH INTEGRATION OFFERINGS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH INTEGRATION OFFERINGS).

3. Your Use of Offerings and Your Responsibilities

[This Section explains that Liminex licenses our Offerings to you for certain uses. Please use our Offerings responsibly and appropriately.]

3.1 License Grant to You; Restrictions

We hereby grant to you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license and right to use the specific Offering(s) for which you have a Subscription and as set forth in an Order Form and the related User Documentation, during the Subscription Term and solely for School's internal business purposes.

The rights granted to School in this Agreement are subject to the following restrictions: School shall not (a) license, sell, rent, lease, transfer, reproduce, distribute, host or otherwise commercially exploit any portion of any Offering or User Documentation, or otherwise provide access to any portion of any Offering or User Documentation to any third party (other than Authorized Users, when and as permitted herein); (b) frame or utilize framing techniques to enclose any trademark, logo, or other portion of any Offering (including images, text, page layout or form); (c) use any metatags or other "hidden text" using the names or trademarks of Liminex or any of its Affiliates; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of any Offering or User Documentation; (e) use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in any Offering or User Documentation; (f) access any Offering or User Documentation in order to build a similar or competitive website, product or service; (g) access any Offering for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes without our prior written permission; and (h) remove any copyright notices or other proprietary markings contained on or in any Offering or User Documentation. Any future release, update or other addition to any Offering shall be subject to this Agreement. We and our suppliers reserve all rights not granted in this Agreement. Any unauthorized use of an Offering terminates your right to use all Offerings.

3.2 School Responsibilities

School will (a) be responsible for its Authorized Users' compliance with this Agreement (including any applicable Order Form) and the User Documentation; (b) be responsible for the accuracy, quality and legality of School Account Information, and the means by which School acquires School Account Information, Activity Information, Personal Student Information, Parent/Guardian Information, and School Log and Cookie Information and School's use of any such information; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Offerings and notify us promptly of any such unauthorized access or use; (d) use the Offerings only in accordance with this Agreement, User Documentation, and all Applicable Law; and (e) comply with the terms of service of any Integration Offering with which School uses an Offering. Any use of an Offering in breach of the foregoing by School or any Authorized User that in our judgment threatens the security, integrity, or availability of an Offering may result in immediate suspension of access to any or all Offerings.

School acknowledges that it is solely responsible for compliance with any legal or policy obligations related to the protection of the well-being of its students and that it understands that certain Offerings are only intended to be a tool to assist School as part of a broader program intended to fulfill any legal or policy obligations, to the extent applicable. For example, the Liminex Parties make no representation or warranty that any of the Offerings, alone or in combination with any other efforts, will be effective in detecting or stopping suicide, violence to self or others, or any other kind of risky

behavior by a student of School or any other individual. We are not responsible for, and School expressly waives any claim for liability against the Liminex Parties related to, any student or other individual's death, illness, bodily injury, disability, emotional distress or other outcome. To the maximum extent permissible by law, such waiver shall extend to any School personnel, student, student family, estate or other third parties. To the extent that any Liminex Party is made a party to any dispute related to any such death, illness, bodily injury, disability, or other outcome, School shall indemnify us in accordance with Section 13, below.

3.3 General Acceptable Use Policy

We need your help to ensure that the Offerings are used safely and appropriately. You agree, represent and warrant that you and your Authorized Users will not use any Offering:

- On any computers and/or accounts on which you do not have permission to operate and on which the Offerings cannot be legally and rightfully operated.
- To do anything, including posting or otherwise communicating any information that is abusive, harmful, threatening, harassing, libelous, bullying, stalking, or otherwise objectionable.
- To do anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory.
- To intentionally violate another person's privacy rights under Applicable Law.
- For commercial purposes (beyond School's internal business purposes).
- To do anything to burden, compromise, or interfere with any Offering, its appearances, security, or functionality.
- In any way that jeopardizes the security of your or any other party's account.
- To advertise, solicit, or transmit commercial advertisements, including without limitation, junk e-mail, spam, or any other unsolicited messages regardless of the medium (e.g., email, text, SMS, chat, etc.).

School is responsible for any failure by any Authorized User to comply with this General Acceptable Use Policy.

4. Special Terms for Free, Trial and Beta Offerings

[This Section explains that we may make free, trial, or Beta offerings available for you to test and provide us with Feedback about whether an Offering meets your needs. Because these Offerings are different from paid Subscriptions, there are special terms for them.]

4.1 Free or Trial Subscriptions

If we make an Offering available to you on a free or trial basis, these Offerings shall be subject in all respects to the terms of this Agreement, except that, to the extent permitted by Applicable Law, we (a) may discontinue the Offering or your ability to use it

at any time, with or without notice and without any further obligations to you; (b) provide the Offering to you solely "AS IS" without any warranties of any kind; and (c) will have no liability for any harm or damages suffered by you or any third party in connection with the use or inability to use the Offering during the free or trial period.

4.2 Beta Offerings

We sometimes make new Offerings or features within existing Offerings available on a beta basis ("Beta Offerings"). Beta Offerings are generally prerelease or untested products or features. Features or offerings labeled as "alpha," "beta," or "test" within the interface of an Offering are Beta Offerings subject to this Section 4.2. Unless otherwise agreed in writing by us, any Offering or feature provided as a Beta Offering shall be subject in all respects to the terms of this Agreement, except that to the extent permitted by Applicable Law, we (a) may discontinue the Beta Offering or feature or your ability to use it at any time, with or without notice and without any further obligations to you (though we, of course, will endeavor to provide notice of any such disabling whenever reasonably practicable under the circumstances); (b) provide the Beta Offering or feature to you solely "AS IS" without any warranties of any kind; and (c) will have no liability for any harm or damages suffered by you or any third party in connection with the use or inability to use the Beta Offering or feature during the Beta Offering period. Additionally, as consideration for access to and use of any Beta Offering, you agree to (1) treat the Beta Offering as our Confidential Information; and (2) provide regular Feedback about the Beta Offering, if requested.

5. Term, Termination

[This Section explains the duration of this Agreement as well as your and our' obligations after this Agreement ends.]

5.1 Term

Unless terminated earlier in accordance with the terms of this Agreement, the term of this Agreement (the "Term") commences on the Effective Date and continues until all of your Order Forms and Subscription Terms expire.

5.2 Termination

Either party may terminate this Agreement (a) if the other party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after its receipt of written notice thereof or (b) upon thirty (30) days' written notice to the other party. School shall continue to be responsible for all Fees for the terminated Subscription Term and other Fees agreed to in the Order Form except to the extent School terminates this Agreement as a result of our uncured material breach or we terminate this Agreement without cause (i.e., not as a result of School's uncured material breach),

in which cases School shall not be obligated to pay for (and shall be entitled to a refund by us of) the Fees allocable to the unused portion of the Subscription Term.

5.3 Effect of Termination or Expiration

Upon termination or expiration of this Agreement, you will have no rights to continue use of (or to provide your Authorized Users with access to) the Offerings or User Documentation, and you immediately will cease accessing and/or using the Offerings and User Documentation, including by, where applicable, erasing and/or uninstalling all downloaded or copied versions of any Offerings and User Documentation, and returning to us or destroying any accompanying User Documentation in your possession or control. The following will survive any expiration or termination of this Agreement: Sections 1.2, 1.3 (for Fees incurred during the Term), 2.3, 3 (except as otherwise set forth therein), 5.2, 5.3, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, and 17.

6. Intellectual Property

[This Section explains that we ask that you please protect our and others' intellectual property.]

6.1 Ownership

We or our Affiliates (or their licensors) own all right, title and interest in and to the Offerings (including, but not limited to, all photographs, animations, statistics, graphics, text, and any other materials contained therein), the Liminex Information, including, without limitation, all intellectual property rights therein. Subject to the limited rights expressly granted to you under this Agreement, we and our Affiliates reserve all rights, title and interest in and to the Offerings and the Liminex Information, including, without limitation, all related intellectual property rights. The service marks, logos and product and service names of Liminex and its Affiliates (the "Liminex Marks") are owned by Liminex and our Affiliates. You agree not to display or use any Liminex Marks in any manner without our prior written permission. Any trademarks, service marks and logos associated with an Integration Offering may be the property of the third-party provider, and you should consult with their trademark guidelines before using any of their marks.

6.2 Feedback

Any and all of your feedback about us or the Offerings, such as suggestions, whether made by you or any of your Authorized Users, for corrections, updates, alterations, changes, or modifications to the Offerings ("Feedback") are our property and you hereby assign any rights in such Feedback to us, without payment to you.

6.3 Protection of Our Rights

You agree to protect our intellectual property and proprietary rights and any provider of an Integration Offering you access in connection with an Account, and notify us of any unauthorized access or use of the Offerings or Integration Offerings of which you become aware.

7. Confidentiality

[This Section explains that each party must respect each other's Confidential Information.]

As a reminder, our **Product Privacy Policy** explains our commitment to protecting School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information, and nothing in this Section 7 limits the parties' respective rights or obligations under the **Product Privacy Policy** or Section 8, below. A party will not disclose or use any Confidential Information of the other party except: (a) as reasonably necessary to perform its obligations or exercise any rights granted pursuant to this Agreement; (b) with the other party's prior written permission; or (c) to the extent required by Applicable Law or order of a court or other governmental authority or regulation. Each party agrees to protect the other party's Confidential Information in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a commercially reasonable standard of care consistent with Applicable Law. Notwithstanding any exceptions in the definition of Confidential Information, the parties agree to treat all Education Records as Confidential Information and disclosure thereof is allowed only to the extent permitted under FERPA.

8. Privacy and Data

*[This Section explains that the parties each have responsibilities to help protect the privacy of data ingested or maintained in the Offerings. The **Product Privacy Policy** explains, in more detail, how we protect information.]*

8.1 Our Privacy Responsibilities

Our **Product Privacy Policy**, incorporated herein by reference, explains how we collect, use, share, and safeguard School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information accessed, recorded and collected through the Offerings, including any free, trial or Beta Offerings. Our data collection practices related to our Offerings that utilize artificial intelligence comply with our **Product Privacy Policy**. We rely on consent obtained from School, acting as an agent of the parent(s) or legal guardian(s) of School's students, as permitted by the Children's Online Privacy Protection Act ("COPPA") for using Offerings in connection with students under thirteen (13) years of age, if any, through a **COPPA Notice and Disclosure Form** we provide to you. For transparency and informational purposes, we also distribute this COPPA Notice and

Disclosure Form to Subscription-purchasing Schools with children of all ages, including ones who do not have students under thirteen (13) years of age. To the extent School is located in the European Union ("EU"), European Economic Area ("EEA"), or Switzerland, our **Data Processing Addendum** also applies to your use of the Offerings. School hereby authorizes us to use School Account Information in accordance with this Agreement, the **Product Privacy Policy** and, to the extent applicable, the **Data Processing Addendum**.

8.2 School Privacy Responsibilities

You represent and warrant that your collection, provision and use of School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information through and in connection with the Offerings does not violate any Applicable Laws or rights of any third party. Without limiting the foregoing, to the extent you are using the Offerings, you represent and warrant that you have obtained all requisite consent for monitoring and recording information and communications, including the Activity Information. You are solely responsible for notifying the appropriate individuals about the existence of any Offerings on the Managed Devices or Accounts they use and/or in connection with their accounts associated with School's Account and obtaining any required consent from such individuals in accordance with Applicable Law. Even if not required by Applicable Law, we recommend that you notify all users of Managed Devices or Accounts and their respective parents/guardians, teachers, and other appropriate staff about your use of Offerings. More specifically, we recommend that you provide such persons with a copy of our **Product Privacy Policy**, our **COPPA Notice and Disclosure Form**, and with respect to GoGuardian Offerings, GoGuardian's form Parental Letter, and any other parental information made available by us.

8.3 Education Records; FERPA

Where School is located in the United States and to the extent we collect, through the provision or maintenance of any Offerings, any information that constitutes an Education Record, the parties agree that we are acting as a "school official" with "legitimate educational interests" in School's students' Education Records under the Family Educational Rights and Privacy Act ("FERPA"), or if applicable, is acting under another applicable FERPA exception listed in under FERPA regulation 34 C.F.R. § 99.31(a)(1), such as the "directory information" exception. School acknowledges and agrees that we may process School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information for the purpose of providing the Offerings and related functions. Our **Product Privacy Policy** explains how we cooperate with School under FERPA to fulfill Education Records requests directed from School (or through School from parents/guardians or eligible students). School represents and warrants that it is authorized to process such information, including any Education Records contained therein, and make such information available to us as set out in this Agreement, including the **Product Privacy Policy**.

8.4 Data-Related Disputes

School is solely responsible for resolving disputes between it and third parties regarding ownership or access to any School Account Information, and any Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information, including any dispute with any Authorized User, user of a Managed Device or Account, or their families. School acknowledges and agrees that we have no obligation to resolve or intervene in such disputes.

8.5 Disclosure of School Information

You acknowledge, consent, and agree that we may access, preserve, and disclose your School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information if required to do so by Applicable Law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (a) comply with legal process; (b) to enforce this Agreement, including the **Product Privacy Policy**; (c) respond to claims that any content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of us, our users, and/or the public.

9. Alerts and Notifications

This section applies to the GoGuardian Offerings only.

[This Section explains that some GoGuardian Offerings are designed to generate alerts and/or have other notification features, and that, through your settings, you have some ability to control whether to receive certain alerts and/or notifications. It is important for you to understand these features and settings, and to review alerts and notifications carefully and promptly so that you can properly intervene to help students stay safe.]

Some GoGuardian Offerings contain features that generate alerts and/or notifications for the School's and/or a designated Authorized User's review and attention related to a user's activity through a Managed Device or Account. These alerts and notifications are tools designed to help you support and protect the wellbeing of your students and school community. If you receive an alert and/or gain access to any information that triggers a legal obligation, such as a reporting or intervention duty for you (including, for example, an alert from a GoGuardian Offering that one of your students is potentially at risk of suicide), it is your sole responsibility to fulfill that legal obligation and take any additional, responsible actions necessary to safeguard the students in compliance with Applicable Law. In addition, to the extent you elect not to receive one or more types of alerts and/or notifications in your settings, you are solely responsible for that decision. Unless otherwise specified in the Supplemental Terms, we do not review alerts generated through any of the Offerings or take any action based on these alerts or review your settings.

Your escalation and notification list for such alert and/or notification feature in your account for a particular GoGuardian Offering may change from time to time, including because relevant information changes (e.g., changes in contact or relationship information included in School Profile Information, Authorized School Personnel Information, Personal Student Information, Parent/Guardian Information, or Association Information, such as changes in email addresses, the relationship of an Authorized School Personnel or a guardian/parent to a child/student changes, etc.). Without limiting the generality of Section 1.2.2, it is important that you maintain accurate and up-to-date Authorized School Personnel Information, Personal Student Information, Parent/Guardian Information, and Association Information to ensure the appropriateness and timeliness of any alerts and notifications generated through a GoGuardian Offering. It is also important that you remind parents/guardians to update School of any changes, including contact information and guardianship.

Additionally, without limiting the generality of the other terms of this Agreement, if your School uses GoGuardian Beacon or GoGuardian Admin (the Beacon starter function), your School represents and warrants that your School: (a) is solely responsible for having, to the extent required by Applicable Law, an up-to-date and easily available suicide prevention policy; (b) is solely responsible for having, to the extent required by Applicable Law, a necessary suicide prevention program; and (c) your School will notify parents/guardians about your School's adoption of GoGuardian Beacon and educate them about suicide prevention (including, suicide risk factors, warning signs, and resources) before enabling the Parent Notification feature (or similar functionality) of GoGuardian Beacon or GoGuardian Admin (the self harm smart alerts or Beacon starter function).

Further, GoGuardian Beacon, a GoGuardian Offering, sends SMS messages only to users who have opted-in to receive text messages from "Your Beacon Profile" for certain alerts as described above. Only those notifications which have been enabled in the "Staff Notifications" section of the "Alert Preferences" will be sent. You can cancel this SMS service at any time by texting "STOP" to 38121. After you send the SMS message "STOP", we will send you an SMS message to confirm that you have been unsubscribed and you will no longer receive SMS messages from us. You may join again by texting "START" to 38121. If you experience issues with GoGuardian Beacon SMS messages you can text "HELP" to 38121, contact **support@goguardian.com**, or visit our **Help Center**. Carriers are not liable for delayed or undelivered messages. Message and data rates may apply for any messages sent to you from GoGuardian. Message frequency is recurring and depends on your GoGuardian Beacon settings, and whether an alert is triggered. Contact your wireless provider with any questions about your text or data plan. If you have any questions regarding privacy, please read our **Product Privacy Policy**.

10. Content, Copyright Policies, and Community Galleries

[This Section explains how content is used in certain Offerings and the rights to such content.]

10.1 Content in the Services Generally

You understand that all Content is the sole responsibility of the person from which such Content originated. All such Content that is uploaded into or generated in any Offerings by or on behalf of you or your Authorized Users shall be referred to herein as "Your Content".

You should be aware that Content, other than Your Content, made available as part of any Offerings, including but not limited to licensed and sponsored-Content, may be protected by intellectual property rights which are owned by the third party that provided that Content to us (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on such Content (either in whole or in part) unless you have been specifically told that you may do so by us or by the owners of such Content, in a separate agreement.

We reserve the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content, including Your Content, from any Offering. You understand that by using any Offering, you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use any Offering at your own risk. You agree that you are solely responsible for (and that neither Liminex nor any Liminex Parties from which you purchased any Offerings have any responsibility to you or to any third party for) any Content that you create, transmit or display while using any Offering and for the consequences of your actions (including any loss or damage which any Liminex Party may suffer) by doing so.

10.2 License to Your Content

You retain copyright and any other rights you already hold in Your Content that you submit, share, upload, post or display on or through, any Offering. Unless otherwise stated in a separate written agreement between Liminex and you, by submitting, sharing, uploading, posting, or displaying Your Content you hereby grant to Liminex and our Affiliates a worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display, and distribute Your Content, solely for the purpose of enabling Liminex and our Affiliates to provide you with any Offering in accordance with the terms of this Agreement, including the **Product Privacy Policy**.

You understand that, in performing the required technical steps to provide any Offering to our users, we may (a) transmit or distribute Your Content over various public networks and in various media and (b) make such changes to Your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit us to take these actions.

You confirm and warrant that you have all the rights, power and authority necessary to grant the above license. You agree that you will not submit, share, upload, post or display any Content on or through any Offering that is copyrighted, protected by trade secret or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to submit, share, upload, post or display such Content and to grant Liminex all of the license rights granted in this Section 10.2.

10.3 Copyright Policies

It is our policy to terminate access privileges of any users who repeatedly infringe copyright(s) embedded or used in connection with our Offerings upon prompt notification to Liminex by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on or within the Offerings in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on or within the Offerings of the material that you claim is infringing; (d) your address, telephone number and e-mail address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or Applicable Law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Liminex's Copyright Agent for notice of claims of copyright infringement is as follows:

Copyright Agent

Liminex, Inc.

8605 Santa Monica Blvd., #996559

West Hollywood, CA 90069-4109

We may remove any Content from the Offering if we believe or have reason to believe such Content infringes the intellectual property rights of a third party. Without prior notice and at any time, in our sole discretion, we reserve the right to remove any Content, disable your ability to share or upload Content through the Offerings, or terminate your access to any Offerings (1) for uploading or sharing such Content in violation of this Agreement or (2) if, under appropriate circumstances, you are determined to be a repeat infringer.

We reserve the right in our sole discretion to decide whether your conduct is inappropriate and whether it complies with this Agreement for violations other than copyright infringement, such as, but not limited to, pornography, obscene or defamatory material, etc. We may terminate your access for such inappropriate conduct in violation of this Agreement at any time and remove any such objectionable Content, without prior notice and at its sole discretion.

10.4 Third-Party Websites and Resources

The Offerings may include hyperlinks to other websites or resources that are controlled, owned or operated by third parties. You acknowledge and agree that we have no control over any such websites or resources and you access and use such websites and resources at your own risk.

Without limiting the foregoing, you acknowledge and agree that neither Liminex, its Affiliates nor any Authorized Reseller are responsible for the availability of any such external sites or resources, and that we do not endorse any advertising, products or other materials on or available from such websites or resources.

You acknowledge and agree that neither Liminex, its Affiliates nor any licensor or Authorized Reseller are liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.

10.5 Community Galleries and Gallery Content

Certain Offerings may contain galleries ("Community Galleries"), which may include Content, including templates or questions, supplied by us or third parties, including other users of any Offerings ("Other Content Users"). Community Galleries include any Content, library or gallery that we choose at our discretion to make available to you as part of the Community Galleries (such content, the "Gallery Content"). As between you and the creators of Gallery Content, any intellectual property or proprietary rights remain with the creators.

The Gallery Content: (a) is meant to serve as a suggestion only and (b) is not a substitute for professional advice or specific, authoritative knowledge or direction. We do not promise that the Gallery Content will work for your purposes or that it is free from viruses, bugs, or other defects. The Gallery Content is provided "AS IS" and without warranty of any kind. You alone bear the risk of using Gallery Content. No Liminex Party

provides any express warranties, guarantees and conditions with regard to the Gallery Content. To the extent permitted under Applicable Law, the Liminex Parties expressly disclaim any and all implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement.

If you choose to submit Your Content to become part of the Community Galleries ("Your Gallery Submission"), you direct and authorize Liminex and its Affiliates to host, link to, and otherwise incorporate Your Gallery Submission into any Offering, and you hereby grant to Liminex and its Affiliates, and the Other Content Users an irrevocable, perpetual, worldwide, royalty-free, non-exclusive license to: (1) reproduce Your Gallery Submission or any component thereof; (2) create and reproduce derivative works of Your Gallery Submission or any component thereof; or (3) publicly display and distribute copies of Your Gallery Submission or any components or derivatives thereof ("Your Gallery Submission License").

For the avoidance of doubt, we reserve, and you hereby grant us, the right to syndicate Your Gallery Submission and to use Your Gallery Submission in connection with any of the Offerings. While you may stop distributing Your Gallery Submission through the Community Galleries at any time, doing so will not in any way affect our right or the right of Other Content Users to exercise the rights granted to us as part of Your Gallery Submission License under this Agreement. To stop distributing Your Gallery Submission through the Community Galleries, (i) for Pear Deck, you must send an email to **support@deck.peardeck.com**, in which case Your Gallery Submission will be removed in accordance with our standard procedures and (ii) for Pear Assessment and Pear Practice, you must delete Your Content or change your sharing level permissions.

You represent and warrant that (x) you own or have obtained the necessary legal rights to provide Your Gallery Submissions and will maintain these rights for as long as Your Gallery Submission is made available to Other Content Users; and (y) all of Your Gallery Submissions abide by this Agreement, including the General Acceptable Use Policy and any other posted policies.

We claim no ownership over any of Your Gallery Submission. You retain copyright and any other rights, including all intellectual property rights, you already hold in Your Gallery Submissions. You agree that you are responsible for protecting and enforcing those rights and that we have no obligation to do so on your behalf.

You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any of Your Gallery Submissions that you submit. We are not in any way responsible for the subsequent use or misuse by any Other Content User or other third party who accesses Your Gallery Submission through any Offering or otherwise.

11. App Store-Sourced Application

[This Section explains terms related to accessing and downloading an App Store-Sourced Application.]

11.1 Accessing and Downloading an App Store-Sourced Application from an App Store

You acknowledge that the Agreement is between you and Liminex or one of its Affiliates, and not with the App Store. We, not the App Store, are solely responsible for the Offerings, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). You agree to comply with, and your license to use the Offerings is conditioned upon your compliance with all terms of agreement imposed by the applicable App Store when using the Offerings. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Agreement and will have the right to enforce it.

11.2 Accessing and Downloading an App Store-Sourced Application from the Apple App Store

11.2.1

You acknowledge and agree that (a) the Agreement is concluded between you and us only, and not Apple, and (b) we, not Apple, are solely responsible for the App Store-Sourced Application and content thereof. Your use of the App Store-Sourced Application must comply with the Apple App Store Terms of Service. You agree to only use an App Store-Sourced Application that is accessed through or downloaded from the Apple App Store (1) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (2) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service.

11.2.2

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store-Sourced Application.

11.2.3

In the event of any failure of the App Store-Sourced Application to conform to any applicable warranty, you may notify Apple, and if applicable, Apple will refund the purchase price for the App Store-Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store-Sourced Application. As between the Liminex Parties and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of the Liminex Parties.

11.2.4

You and the Liminex Parties acknowledge that, as between the Liminex Parties and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store-Sourced Application or your possession and use of the App Store-Sourced Application, including, but not limited to: (a) product liability claims; (b) any claim that the App Store-Sourced Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

11.2.5

You and the Liminex Parties acknowledge that, in the event of any third-party claim that the App Store-Sourced Application or your possession and use of that App Store-Sourced Application infringes that third party's intellectual property rights, as between the Liminex Parties and Apple, the Liminex Parties, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

11.2.6

The parties acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Agreement as related to your license of the App Store-Sourced Application, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement as related to your license of the App Store-Sourced Application against you as a third-party beneficiary thereof.

11.2.7

Without limiting any other terms of the Agreement, you must comply with all applicable third-party terms of agreement when using the App Store-Sourced Application.

12. Warranties, Disclaimer, and Release

[This Section explains that we strive to provide you with our Offerings with a certain level of skill and care, but we cannot promise that our Offerings are perfect.]

We provide the Offerings using a commercially reasonable level of skill and care, but we cannot make guarantees about the operation, use or results achieved through the use of the Offerings. ACCORDINGLY, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EACH OFFERING IS PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, AND SCHOOL'S USE IS AT ITS SOLE RISK. THE ENTIRE RISK OF SATISFACTORY QUALITY AND PERFORMANCE RESIDES WITH SCHOOL. THE LIMINEX PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. THE LIMINEX PARTIES MAKE NO WARRANTY THAT ANY OFFERINGS WILL MEET SCHOOL'S REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. SCHOOL IS SOLELY RESPONSIBLE FOR THE SCHOOL ACCOUNT INFORMATION, THE MEANS BY WHICH SCHOOL ACQUIRES SCHOOL ACCOUNT INFORMATION, ACTIVITY INFORMATION, PERSONAL STUDENT INFORMATION, PARENT/GUARDIAN INFORMATION, AND SCHOOL LOG AND COOKIE INFORMATION, AND ALL COMMUNICATIONS AND INTERACTIONS BASED ON THE OFFERINGS, INCLUDING ANY AUTOMATICALLY GENERATED ALERTS THAT SCHOOL MAY RECEIVE. WE ARE NOT A MEDICAL HEALTHCARE PROVIDER. SCHOOL UNDERSTANDS AND AGREES THAT LIMINEX AND THE OTHER LIMINEX PARTIES ARE UNDER NO OBLIGATION OTHER THAN TO PROVIDE THE OFFERINGS TO SCHOOL IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

SCHOOL HEREBY RELEASES EACH OF THE LIMINEX PARTIES AND THEIR RESPECTIVE SUCCESSORS IN RIGHTS FROM ANY CLAIMS, DAMAGES, AND DEMANDS OF EVERY KIND ARISING OUT OF OR IN ANY WAY RELATED TO ANY CLAIMS MADE BY SCHOOL, ANY AUTHORIZED USER, ANY USER OF A MANAGED DEVICE OR ACCOUNT OR THEIR FAMILIES. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO ANY OFFERING, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSION AND/OR LIMITATION MAY NOT APPLY TO SCHOOL. NOTHING IN THIS AGREEMENT EXCLUDES, RESTRICTS OR MODIFIES ANY GUARANTEE, WARRANTY, TERM OR CONDITION, RIGHT OR REMEDY IMPLIED OR IMPOSED BY ANY APPLICABLE LAW WHICH CANNOT LAWFULLY BE EXCLUDED, RESTRICTED OR MODIFIED.

13. Indemnification

[This Section explains your responsibility to indemnify us in certain circumstances.]

School agrees, to the extent permitted by Applicable Law (and in the United States, the School's state laws), to indemnify, defend and hold Liminex and the other Liminex Parties harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising from (a) School's failure to receive any consents or provide any notices required to be received or provided under Applicable Law in respect of all users of Managed Devices or Accounts, including for the monitoring and recording of Activity Information in connection therewith; (b) errors in the School Account Information, Parent/Guardian Information, Personal Student Information, and School's selection of settings in the Offerings and maintenance of Authorized User accounts and their permission levels; (c) School's acts or omissions relating to or regarding alerts generated through the Offerings, including GoGuardian Beacon or GoGuardian Admin; (d) School's failure to comply with Applicable Laws, including Applicable Mental Health Laws; (e) School's violation of any rights of another party, including any users of Managed Devices or Accounts, (f) Your Content that you submit, share, upload, post or display on or to any Offering; (g) any use by other users of the Offerings of Your Content; and (h) any claim that Your Content violates any Applicable Laws or that it violates or infringes the rights of any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any third-party claims for which we are entitled indemnification under this Section 13, and, in any event, School agrees to cooperate with us in asserting any and available defenses.

14. Limitations and Exclusions of Liability

[This Section explains important limitations on our potential liability to you, including the maximum amount for which we may be liable to you.]

14.1 Disclaimer of Certain Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LIMINEX OR ANY OTHER LIMINEX PARTY BE LIABLE TO SCHOOL OR ANY THIRD PARTY FOR PERSONAL INJURY, PROPERTY DAMAGE, ANY LOST PROFITS, LOST DATA OR INFORMATION, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER OR DEVICE FAILURE OR MALFUNCTION, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR SCHOOL'S USE OF, OR INABILITY TO USE, ANY OFFERING, EVEN IF LIMINEX OR THE OTHER LIMINEX PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE OFFERINGS IS AT SCHOOL'S OWN DISCRETION AND RISK, AND SCHOOL WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY DEVICES OR COMPUTER SYSTEMS USED TO ACCESS OR USE ANY OFFERING, OR LOSS OF DATA OR INFORMATION RESULTING THEREFROM.

14.2 Cap on Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE AGGREGATE LIABILITY OF LIMINEX AND ANY OTHER LIMINEX PARTIES FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR SCHOOL'S USE OR INABILITY TO USE AN OFFERING (WHETHER ORDERED DIRECTLY FROM A LIMINEX PARTY OR THROUGH AN AUTHORIZED RESELLER) FOR ANY CAUSE WHATSOEVER, AND UNDER ANY LEGAL THEORY, INCLUDING NEGLIGENCE, TORT OR STRICT LIABILITY, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE FEES ACTUALLY PAID BY SCHOOL (WHETHER TO A LIMINEX PARTY OR AN AUTHORIZED RESELLER) FOR THE OFFERING GIVING RISE TO SUCH CLAIM FOR THE CALENDAR YEAR IN WHICH SUCH CLAIM AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. SCHOOL AGREES THAT OUR LICENSORS AND SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIABILITY FOR DEATH OR PERSONAL INJURY, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO SCHOOL.

14.3 Basis of the Bargain

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU.

15. Governing Law and Dispute Resolution

[This Section explains how any disputes between us and you will be handled, including the type of dispute resolution that will be used and what law applies.]

15.1 Governing Law and Venue

This Agreement and any dispute arising from or relating to this Agreement are governed by the laws of the state of California, United States, without regard to its conflict of law principles. You further agree to accept service of process by mail. To the extent the parties are permitted under this Agreement to initiate litigation in court, the parties consent to exclusive personal jurisdiction and venue in the courts located in Los Angeles County, California. If School is a United States public and accredited educational institution, domiciled in a state within the United States that expressly requires a different choice of law other than California law, then School's state's law will apply. If School is a United States public and accredited educational institution domiciled in a state within the United States that expressly requires venue or jurisdiction of a different state, then School's state's required venue and jurisdiction will apply.

15.2 Dispute Resolution; Binding Arbitration; Class Action Waiver ("Arbitration Agreement")

In the event of a dispute, claim, or controversy arising out of or relating to this Agreement, any Offering, any person's access to and/or use of the Offering, and/or the provision of content, features, and/or technology on or through the Offering (collectively, "Claims"), the parties must first give the other notice of the Claim. This notice must include a brief written statement with the name, address, and contact information of the party giving it, as well as the facts giving rise to the Claim and the relief requested. You must send any such notice to Liminex by email to legal@goguardian.com AND by U.S. Mail to Liminex, 8605 Santa Monica Blvd., #996559, West Hollywood, CA, 90069-4109. If we have your contact information, we will send any such notice to you by U.S. Mail and your email address.

The parties shall use reasonable, good faith efforts to resolve any Claim through consultation and good faith negotiations within thirty (30) days from the date that any notice of a Claim is sent. After thirty (30) days, you or we may resort to the other alternatives described in Section 15.2.1. Notwithstanding the foregoing, the notice requirement in this section and the 30-day negotiation period required shall not apply to Claims involving patents, copyrights, moral rights, trademarks, trade secrets or piracy or unauthorized use of an Offering.

15.2.1 Binding Arbitration

Arbitration Rules and Forum: Except as otherwise specifically set forth below, any Claims between you and us, if unresolved through informal consultation and negotiation pursuant to the preceding paragraph, shall be resolved by binding arbitration to be held in Los Angeles, California. Notwithstanding the foregoing, if School is a United States public and accredited educational institution domiciled in a state within the United States that expressly requires a different location for arbitration other than Los Angeles, California, then School's state's required location for binding arbitration will apply. If School that is a United States public and accredited educational institution and your consent to binding arbitration is expressly prohibited by the laws of the state within the United States in which School's educational institution is domiciled, then this Section 15.2.1 is hereby waived. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. The arbitration shall be conducted by a single arbitrator, governed by JAMS pursuant to its Comprehensive Arbitration Rules & Procedures (collectively, "JAMS Rules"), as modified by this Agreement, and administered by JAMS. The JAMS Rules and fee information are available at www.jamsadr.org or by calling JAMS at 1-800-352-5267. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement, and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitrator will decide the rights and liabilities, if any, of each party. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties.

Exceptions: Litigation of Intellectual Property and Small Claims Court Claims concerning patents, copyrights, moral rights, trademarks, and trade secrets, and Claims of piracy or

unauthorized use of any Offering shall not be subject to arbitration under this Section 15.2.1. In addition, the parties may choose to pursue a Claim in small claims court where jurisdiction and venue over the parties otherwise qualify for such small claims court and where the Claim does not include a request for any type of equitable relief.

Batch Arbitration: Notwithstanding this Section 15.2.1, to increase the efficiency of administration and resolution of arbitrations, you and Liminex agree that, in the event there are ten (10) or more individual Claims of a substantially similar nature (i.e., Claims that arise out of or relate to the same or similar facts and raise the same or similar legal issues and requests for relief) filed against Liminex by or with the assistance of the same law firm, group of law firms, or organizations, within a ninety (90) day period, JAMS shall (1) administer the arbitration demands in batches of 100 Claims per batch (or, if between ten (10) and ninety-nine (99) individual Disputes are filed, a single batch of all those Claims, and, to the extent there are less than 100 Claims remaining after the batching described above, a final batch consisting of the remaining Claims); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("Batch Arbitration"). If there is any dispute about the applicability of these Batch Arbitration procedures, JAMS shall appoint a single administrative arbitrator to determine the applicability of the Batch Arbitration process.

Authority of Arbitrator: In binding arbitration, the arbitrator shall have the authority (i) to grant motions dispositive of all or part of any Claim; (ii) to award monetary damages; and (iii) to grant any non-monetary remedy or relief available to an individual under Applicable Law, the arbitral forum's rules, and this Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

Confidentiality: All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. Both parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent either party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

15.2.2 Class Action Waiver

THE PARTIES HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. The parties are instead electing that all Claims not otherwise resolved informally as permitted above shall be resolved by arbitration under this Arbitration Agreement. An arbitrator can award on an individual basis the same damages and relief as a court and

must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

16. Miscellaneous

[This Section includes miscellaneous legal provisions such as when and how we can make changes to this Agreement, how notice and other communications can be given under this Agreement, etc.]

16.1 Changes to this Agreement

Before we make a material change to this Agreement, we will notify you as described in this Section 16.1. We may make immaterial changes (e.g., correcting a typographical error or another immaterial change) without notifying you. Please regularly review our Website and your Account for any changes. On our Website, we provide notice of any changes by posting the updated Agreement with a "Last Updated" date indicating the date of our most recent update. If we make material changes to this Agreement, we will also take an additional step (beyond posting on our Website) of notifying you of changes in another way that we believe is reasonably likely to reach you, such as emailing you at your email address associated with your Account, posting an announcement on our Website, or via a pop up in our Offering. Some changes may require your consent before further use of the Offerings is permitted. If you do not agree to any change(s), you agree to stop using the Offerings, and email us at terms@goguardian.com. Otherwise, your continued use of the Offerings after a change made in accordance with this provision constitutes your acceptance of such change(s).

16.2 Entire Agreement

This Agreement, including any applicable Order Forms and any terms and policies that are incorporated into this Agreement by reference (including by reference to a URL), including any applicable Supplemental Terms, constitutes the entire agreement between you and the Liminex Parties with respect to the subject matter hereof and supersedes all prior agreements between you and the Liminex Parties and any other contractual obligations any Liminex Party or you may have to the other, whether written or oral, relating to the same subject matter. We reject additional or conflicting terms of School's form-purchasing document you provide to us in connection with your procurement of access to any Offering. The headings of this Agreement are for readability only and do not constitute terms.

16.3 Language

You agree that this Agreement and all related documents shall be drawn up in the English language.

16.4 Severability

If any provision of this Agreement is invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under Applicable Law and the remaining provisions will continue in full force and effect.

16.5 Force Majeure

Our failure to comply with any provision of this Agreement due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemy, actions of governmental authorities outside of our control (excepting compliance with applicable codes and regulations), or other force majeure event will not be considered a breach of this Agreement.

16.6 No Third-Party Beneficiaries

You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this Agreement.

16.7 Electronic Communications

The communications between you and Liminex or its Affiliates may take place via electronic means, whether you use an Offering or send us e-mails, or whether we post notices on or through any Offering or communicate with you via e-mail. For contractual purposes, you (a) consent to receive communications from us in an electronic form and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

16.8 Assignment

This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

16.9 Notice

Where we require that you or any Authorized Users provide an e-mail address, you are responsible for ensuring that we are provided with the most current e-mail address for the designated Authorized User. In the event that the last e-mail address provided to us is not valid, or for any reason is not capable of receiving any notices required or permitted by this Agreement, our dispatch of the e-mail containing such notice to such address will nonetheless constitute effective notice. You may give notice to us at the

following address: 8605 Santa Monica Blvd., #996559, West Hollywood, CA, 90069-4109. Such notice shall be deemed given when received by us by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

16.10 Waiver

Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

16.11 Export Control

You may not use, export, import, or transfer any Offering except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Offering, and any other Applicable Laws. By using any Offering, you represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (b) you are not listed on any U.S. Government list of prohibited or restricted parties. You will not permit any Authorized User to access or use any Offering, or deploy any Offering on any device or account, in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.

16.12 Publicity

Liminex may publicly identify you as a customer of Liminex and use your name, logo, and/or trademarks in any of its advertising or marketing materials.

17. Definitions

[This Section provides definitions for certain capitalized terms that are not defined elsewhere in the Agreement.]

For the purposes of this Agreement, the following capitalized terms will have the meanings set forth for each of them below:

"**Account**" means an account created by or on behalf of School that is associated with one or more Offerings for which School has a Subscription, which is then used by School to manage access and use of the Offering(s) by School and its Authorized Users.

"**Activity Information**" means information about online account and activity collected at the Authorized User level in connection with Managed Devices or Accounts, including (depending on the Offering) chats (e.g., within GoGuardian Teacher); a student's browsing history; IP address; online content; screenshots; key input patterns (but not the actual inputs) to identify behaviors like gaming; information about the student's activity within a presentation or session, including engagement with and any student

content generated in the session (e.g. within Pear Deck or Pear Practice); and Your Content that is uploaded into or generated in any Offerings. Activity Information may include free text, multiple choice answers, drawings, or URLs. For Pear Assessment, information from or about any activity when an Authorized User is logged on, including audio recordings in an assessment may be collected.

"**Add-On**" means any additional license to an Offering, beyond the original Licensed Capacity purchased, the parties agree to add to School's Subscription during a Subscription Term.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party. "Control" for purposes of this definition means the power to direct or cause the direction of the management and policies of the subject entity, whether through equity ownership, a credit arrangement, franchise agreement or other contractual arrangement.

"Applicable Law" means any applicable federal and state laws, rules and regulations, applicable to the parties and/or the Offerings, including but not limited to the FERPA, and the Applicable Mental Health Laws.

"Applicable Mental Health Law" means any federal and state laws, rules and regulations applicable to School's suicide and self-harm program and use of GoGuardian Beacon or GoGuardian Admin (self-harm smart alerts and/or Beacon Starter), including Applicable Law mandating staff training, certain suicide staff roles such as suicide prevention coordinators, and school prevention, intervention, and post-intervention policies.

"Association Information" means information associating a particular student or other user of a Managed Device or Account to a particular Managed Device or Account, as well as information about associations between any such user of a Managed Device or Account with School, an organizational unit or other grouping within the school (e.g., grade, class, cohort), a parent or guardian or a school official or Authorized School Personnel. Association Information does not include Activity Information.

"Authorized Reseller" means an entity authorized by Liminex or one of its Affiliates to sell Subscriptions to one or more Offerings under the terms of this Agreement and with which School has contracted directly to purchase the Offerings.

"Authorized School Personnel" means an Authorized User who is an employee, teacher, or official of a School or a School's district.

"Authorized School Personnel Information" means information about Authorized School Personnel, including permission levels associated with the Authorized School Personnel, chat messages between students and teachers using an Offering, such as GoGuardian Teacher, unique account identifiers generated by us, and other relevant unique identifiers.

"Authorized User" means an individual who is authorized by School to use an Offering, for whom School has purchased or provisioned a Subscription, and to whom School (or, when applicable, Liminex or one of its Affiliates, at School's request) has supplied access credentials (for Offerings utilizing authentication). Authorized Users include, for example, Authorized School Personnel and agents and third parties such as students and parents/guardians.

"Confidential Information" means (a) any software utilized by us in the provision of any Offering and its respective source code; (b) each party's business or technical information, including but not limited to the User Documentation, information relating to software plans, designs, costs, prices and names, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (c) any special pricing or other non-standard terms agreed to by the parties in an Order Form or other separate written document. Confidential Information will not include any information that: (1) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (2) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (3) was independently developed by a party without breach of any obligation owed to the other party; or (4) was or is received from a third party without breach of any obligation owed to the other party.

"Content" means all information (such as data files, fonts, written text, computer software, music, audio files, image files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, any Offerings.

"De-Identified Information" means aggregated and anonymized data which may be derived from School Account Information, Personal Student Information, Parent/Guardian Information, School Log and Cookie Information, or Activity Information; provided such De-Identified Information cannot reasonably be used to identify any Authorized User, user of a Managed Device or Account, or any other individual.

"**Education Records"** means "education records" as defined under the FERPA regulation 34 CFR § 99.3.

"Effective Date" means the earlier of the date you first use an Offering or otherwise enter into this Agreement.

"**GoGuardian Offering(s)"** means Liminex's suite of products and services, including Professional Services, provided under the GoGuardian brand, other than the Websites.

"Licensed Capacity" means the number of licenses to an Offering covered by a Subscription during a Subscription Term (e.g., depending on the particular offering and licensing model indicated on the Order Form, the number of accounts, authorized devices, installations, or seats).

"**Liminex Information**" means (a) all De-Identified Information; and (b) any information collected by Liminex or its Affiliates independently and without access to, reference to or use of any School Account Information, Personal Student Information, Parent/Guardian Information, School Log and Cookie Information, or Activity Information.

"**Liminex Parties**" means Liminex, its Affiliates, including Pear Deck Inc. and Snapwiz Inc., and each of their respective licensors, suppliers, officers, directors, employees, shareholders, agents and representatives.

"**Managed Device(s) or Account(s)**" means any device and/or account of a student or user for which School deploys or installs an Offering or seeks participation from an Offering for such purpose in accordance with the terms of this Agreement.

"**Offering**" means any product or service, including Professional Services, made available by Liminex or its Affiliates, including the GoGuardian Offerings and the Pear Deck Learning Offerings.

"**Order Form**" means a written or online ordering document, communication, form, statement of work, or other documentation that specifies the Offering(s) to be provided and which is either executed or submitted by you, and then accepted by Liminex, one of its Affiliates or one of their Authorized Resellers. Each Order Form identifies the purchased Offering(s), any applicable Fees, and, for licensed products and services, the Subscription Term and Licensed Capacity, as well as any other terms as agreed to between the parties.

"**Parent/Guardian Information**" means any data or information provided, submitted, or made available in an Offering about a parent or guardian of a student user of a Managed Device or Account, including the individual's association with a particular child and his or her contact information (e.g., email address).

"**Pear Deck Learning Offering(s)**" means Liminex's suite of products and services, including Professional Services, provided under the Pear Deck Learning brand, other than the Websites.

"**Personal Student Information**" means information provided, submitted, or made available in an Offering about a student user of a Managed Device or Account (including, the student's School-managed account information, Activity Information, grade and attendance data, and location information to the extent collected) that may, alone or in combination with other available information, be reasonably used to identify a current or former student enrolled in a School, including Education Records.

"**Professional Services**" means any supplemental technical, training, support, consulting or implementation services that Liminex or one of its Affiliates provides to you, as set forth in an Order Form. Any purchased Professional Services, whether provisioned in connection with or support of another Offering, shall be deemed an Offering hereunder.

"**School**" means the school, school district, corporation, organization, college, university, or other legal entity identified on an Order Form on whose behalf the individual accepts this Agreement, and any Affiliates of that school, school district, corporation, organization, college, university, or other legal entity have entered into Order Form(s) (for so long as they remain Affiliates).

"**School Account Information**" means School Profile Information, Authorized School Personnel Information, and Association Information.

"**School Affiliate**" means any Affiliate of School that has been designated in an Order Form as authorized to access the Offerings under this Agreement.

"**School Log and Cookie Information**" means analytics, log and event information, such as IP address, internet service provider, date and time stamp, browser language, browser type, amount of time spent on particular portions of the Offerings, service diagnostics and technical logging information, device information, and/or other general usage data, automatically collected by or on behalf of Liminex or an Affiliate.

"**School Profile Information**" means the name, email address, and phone number of the individual ordering the Offering on School's behalf, as well as the School's name, address, billing address, of the School or Authorized User, as applicable, the number of devices, number of students, and network configuration, and to the extent an Account is created for School, the password created for such Account.

"**Subscription**" means a time-limited right granted to School to access and use one or more licenses to an Offering under the terms of this Agreement.

"**Subscription Term**" means the period of time for which you subscribe (whether through a standard license or as part of a trial or beta license) to a particular Offering, as specified in an Order Form or elsewhere. For the avoidance of doubt, "Subscription Term" includes the initial Subscription Term agreed to in any Order Form and any subsequent renewal Subscription Term under that or another Order Form.

"**User Documentation**" means the online user guides, documentation, and help and training materials we make accessible, including at our **Help Center** or such other URL we identify from time to time, and any other materials we provide as part of the Offerings, all as may be updated from time to time.

"**Website(s)**" means the websites of Liminex or any of its Affiliates made available online to the public that are not Offerings.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-596

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Requesting approval of a three-year contract with Pear Deck Learning for use of their interactive presentation software and assessment platform. It is utilized by faculty and approx. 1,200 of our students.

Cost to Knox County Schools

$0

Description and Type of Funding Source

310.000 General Funds

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

RLA-18887 **5.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
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 State Special Education Preschool Grant in the amount of $894,550.91. *(Schools)*

Attachments

Detail

Fiscal Note

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - History Log

Attention Needed	Date	User	Status (S)/Comment (C)	S/C
	8/13/2026 12:18:52 PM	Shelley Jenkins	Status changed to 'Revision Completed'.	S
	7/22/2026 12:39:13 PM	Holly Kellar	Status changed to 'Revision Started'.	S

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - Allocations

Allocation Type	(1) State Special Education Preschool Grant	Total
Original	$894,550.91	$894,550.91
Incoming Carryover	$0.00	$0.00
Outgoing Carryover	$0.00	$0.00
Reallocated	$0.00	$0.00
Additional	$0.00	$0.00
Released	$0.00	$0.00
Consortium	$0.00	$0.00
Forfeited	$0.00	$0.00
FER Released	$0.00	$0.00
Total	$894,550.91	$894,550.91

Overview Page

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - Allocations

User Access

LEA roles can be assigned by the district user access administrators (listed in the Address Book) 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 State Special Education Preschool Grant Director, LEA Fiscal Representative, or LEA Authorized Representative roles can move the application into Draft Started status.
Draft Started	The LEA State Special Education Preschool Grant Director, LEA Fiscal Representative or LEA Authorized Representative can edit the CFA in the Draft Started status (or Revision Started for revisions).
Draft Completed	The LEA State Special Education Preschool Grant Director 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 State Special Education Preschool Grant Reviewer Approved or Not Approved	The TDOE State Special Education Preschool Grant Reviewer can click Approved or Not Approved.
TDOE State Special Education Preschool Grant Director Approved or Returned Not Approved	The TDOE State Special Education Preschool Grant Director can click Approved or Not Approved.

Resources

Click here to open the Technical Application Guide.

TDOE Contacts

Program Director	Amanda.N.Mason@tn.gov
District Technology (SSO Support)	DT.Support@tn.gov
User access or Technical Assistance	ePlan.Help@tn.gov

Program Details

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - State Special Education Preschool Grant

Instructions

Please complete the following charts to reflect the preschool programming available to children with disabilities in our district. Please use the following definitions to ensure accurate reporting of information.

LEA-Operated Preschool: A classroom serving children ages 3-5, not in kindergarten and certified by the Tennessee Department of Education. The LEA is responsible for appropriating funds to operate the classroom. This may include Voluntary Pre-K (VPK), Head Start, Title I, comprehensive preschool, and locally- funded or tuition-based classrooms.

General Education Preschool: A general education setting must have a daily roster with at least 50% of children who do not have an IEP. Instruction is delivered using an approved curriculum aligned to state standards and is designed to support the learning and development of all children. Children with IEPs who are served in general education settings receive access to the general education curriculum, with supplementary aids and services and specially designed instruction provided as outlined in the individualized education program (IEP).

Special Education (Comprehensive) Preschool: A special education setting is designed for children who have an IEP and require a modified replacement of core instruction. Instruction is delivered using an approved curriculum, which is modified and adapted to address the child's individualized needs and IEP goals. Instruction remains aligned to state standards and is implemented using instructional adaptations, individualized supports, and specially designed instruction as outlined in the IEP.

1. Number of LEA-Operated Preschool Classrooms by Type

89 General Education

0 Special Education

* 2. Number of Preschool Children with Disabilities Enrolled in an LEA-Operated General Education Setting

647

* 3. Number of Preschool Children with Disabilities Enrolled in a General Education Setting Not Operated by the LEA

140

* 4. Number of Preschool Children with Disabilities Enrolled in an LEA-Operated Special Education Setting

0

* 5. Number of Preschool Children with Disabilities Receiving Drop-In / Walk-in Services

155

* 6. Do your general education and special education preschool classrooms utilize the same state-approved comprehensive curriculum?

Yes

* 7. Select the state-approved comprehensive curriculum utilized in general education preschool classrooms.

Connect4Learning

* 8. Select the state-approved comprehensive curriculum utilized in special education preschool classrooms.

Connect4Learning

* 9. Do your general education and special education preschool classrooms utilize the same department-approved sounds-first curriculum?

Yes

* 10. Please indicate the department-approved sounds-first curriculum utilized in general education preschool classrooms.

Heggerty

* 11. Please indicate the department-approved sounds-first curriculum utilized in special education preschool classrooms.

Heggerty

* 12. Do your general education and special education preschool classrooms utilize the same department-approved personal safety curriculum?

Yes

* 13. Please indicate the department-approved personal safety curriculum utilized in general education preschool classrooms.

Second Step

* 14. Please indicate the department-approved personal safety curriculum utilized in special education preschool classrooms.

Second Step

* 15. Describe how your district engage in cross-collaboration with general education preschool options within the district or community, including Voluntary Pre-K, Head Start, private preschools, and child care centers.

We offer a full continuum of services for students within the district. This continuum includes itinerate speech/language services, direct and consultative support within a general education setting (including blended preschool, co-taught preschool, transition preschool, Head Start, VPK, Title 1 and private preschools), and homebound services as needed. We currently provide all related services, consultative services and limited direct services for our SWD in VPK, Title 1, Head Start and private preschool programs. Our proposed grant includes positions to increase opportunities for SWD participating outside our Blended, co-taught, and transition preschool programs to ensure a full continuum of services is available regardless of program type.

* 16. Describe how your district collaborates with the Tennessee Early Intervention System (TEIS) to ensure preschool children experience effective and timely transitions to Part B services.

KCS has a very efficient, family friendly, effective process from TEIS to Part B services. KCS reaches out to families to schedule a TPC 3 to 9 months before a child's third birthday, following the TPC we contact families to schedule an evaluation, conduct the evaluation, and hold an eligibility meeting and IEP if necessary before the child's 3rd birthday.

Revision Program Details

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - State Special Education Preschool Grant

Instructions

Please complete the following chart to reflect the preschool programming available to children with disabilities in your district. Please use the following definitions to ensure accurate reporting of information.

Non-VPK General Education Teachers: An educator responsible for providing general education instruction in a TDOE certified preschool program which is not classified as a Voluntary Pre-K (VPK) classroom. Classrooms which are braided with VPK seats should not be listed.

Comprehensive Preschool Teachers: This includes educators responsible for providing special education services to preschool students with disabilities in an LEA-operated special education setting.

Early Childhood Special Education Service Providers Supporting Preschool SWDs Enrolled in General Education Settings: This includes educators responsible for providing special education services to preschool students with disabilities enrolled in LEA-operated or community based general education preschool settings. This includes but is not limited to special educators providing services to preschool children with disabilities enrolled in VPK, Head Start, private preschools, or while serving in a dual role as the general education teacher.

Instructions for completing the chart when a teacher is considered an early childhood special education service provider supporting preschool SWDs enrolled in general education settings:

- **# of Educational Assistants / Paraeducators:** For early childhood special education service providers supporting preschool SWDs enrolled in general education settings, this refers to the number of individuals under the direct supervision of the certified special educator. Oftentimes, these individuals are providing support to students with disabilities within the general education settings.
- **Total # of Preschool SWDs Enrolled:** For early childhood special education service providers supporting preschool SWDs enrolled in general education settings, this refers to the total number of preschool SWDs served by the educator.
- **School Location:** For early childhood special education service providers supporting preschool SWDs enrolled in general education settings, this refers to the location(s) where the special educator provides services to preschool students with disabilities. If the educator provides services at multiple locations, all locations should be listed. If the special educator provides services in community-based settings such as child care centers, Head Start, or family child care homes, you may indicate "community-based settings" rather than listing each program by name.

1.

Teacher Type	Name	# of Educational Assistants / Paraeducators	Total # of Preschool SWDs Enrolled	Teacher License Number	Teacher Endorsement #s	School Location
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Kelsey Parton	2	10	747092	468	Adrian Burnett Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Emilee Osland	2	9	754802	459 468	Amherst Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Amy McKeehan	2	9	254164	002 101 468	Bonny Kate Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Katherine Hill	2	7	764319	2001	Brickey McCloud Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Delanie Krantz	2	4	749069	144 461 2001	Brickey McCloud Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Kimberly Deese	3	11	746946	120 244 145 2000	Brickey McCloud Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Emily Lewis	2	13	294142	402 460 461 2000	Carter Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Molly Schmidt	2	7	720103	459	Cedar Bluff Preschool
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Jennifer Schaper	2	7	733932	468	Cedar Bluff Preschool
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Michelle Alexander	2	6	756835	120 144 459 467	Cedar Bluff Preschool
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Jo Lynch	2	8	206004	120 459 460	Cedar Bluff Preschool
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Marna Young	2	10	623711	460 461 467 499 2000	Christenberry Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Emily Whitmire	2	8	764381	467	Christenberry Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Samantha LeDuc Richards	2	3	737232	2001	Copper Ridge Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Charly Cooper	2	4	718852	144 145 461 2000	Dogwood Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Amber Myers	2	6	756654	2000	Dogwood Elementary
Non-VPK General Education Teacher	Laura Wright	1	4	222990	002 101 403	Dogwood Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Kristi Letsinger	2	10	255595	402 215	East Knox Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Christina Chapman	2	7	529109	460 499 2000	Fair Garden
Non-VPK General Education Teacher	Cheryl Richardson	1	2	222990	101 403 002	Fair Garden
Non-VPK General Education Teacher	LaChrisha Carnegie	1	1	753743	467	Fair Garden
Non-VPK General Education Teacher	Angela Hamstead	1	2	267088	403	Fair Garden
Non-VPK General Education Teacher	Lori Haynes	1	2	280530	403	Fair Garden
Non-VPK General Education Teacher	Elisha Yates	1	1	223761	402 467	Fair Garden
Non-VPK General Education Teacher	Jennifer Hackett	1	1	173964	497	Fair Garden
Non-VPK General Education Teacher	Bonnie Fulk	1	1	167570	403 467	Fair Garden
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Marianne Benson	2	9	215354	402 465	Fort Sanders
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Jessica Frazier-Rhodes	2	9	716677	467 468	Fort Sanders
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Kimberly Davis	2	5	177457	463 2000	Fort Sanders
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Kimberly Mahoney Gorsuch	2	9	728441	144 145 461 2000	Fort Sanders
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Nathalie Murphy	1	4	714874	459 467	Fort Sanders
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Courtney Luttrell	2	10	571535	120 459	Fort Sanders
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Meredith Deterding	2	7	756653	468	Fort Sanders
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Leah Taylor	2	9	740415	144 2000	Fort Sanders
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Madeline Finkis	2	8	749626	468	Fort Sanders
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Deborah Russell	3	11	261869	460 461 2000	Gibbs Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Emily Souza	3	8	750039	144 145 461 490 2000	Halls Elementary
Non-VPK General Education Teacher	Angela Hazen	1	1	245207	403	Inskip Elementary

Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Sheila Ogle	2	4	293835	403 465	Karns Preschool
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Mary Katherine Stryk	2	6	226868	402 460 461 2000	Karns Preschool
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Jena Webb	2	5	539548	468	Karns Preschool
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Corinne Koullen	2	5	727702	120 467 468 490	Karns Preschool
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Amy Kennedy	2	5	578306	467 473 499	Karns Preschool
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Sarah Shipman	2	5	744407	468	Lonsdale Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Latisha Welles	2	11	620582	468	Lonsdale Elementary
Non-VPK General Education Teacher	Alyssa Parker	1	2	610759	467 490	Lonsdale Elementary
Non-VPK General Education Teacher	Porscha Settlemyer	1	4	611038	467	Lonsdale Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Gretchen McCord	2	7	637870	460 461 499 2000	Mill Creek Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Vanessa Draeger	2	5	594762	459 467	Mill Creek Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Jennifer Strickland	2	10	744459	468	Moreland Heights Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Trina Thompson	2	4	716511	459 461	Northshore Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Kyle Blum	3	3	751877	461	Northshore Elementary
Non-VPK General Education Teacher	Sierra Carson	1	2	719199	459 467	Pond Gap Elementary
Non-VPK General Education Teacher	Tracyee Maynard	1	0	221299	101 467	Sarah Moore Greene
Non-VPK General Education Teacher	Usha O'Connor-Salvemini	1	0	530325	467 499	Sarah Moore Greene
Non-VPK General Education Teacher	Pamela Hall	1	1	595114	467 499	Sunnyview Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Elizabeth Fortenberry	2	15	733881	199 467 2000	Sunnyview Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Reagan Riley	2	8	760706	459 467	West Haven Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Shannon Ciciotti	2	5	732073	120 144 459 467	West Hills Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Amy Levy	3	12	197433	402 460 2000	West Hills Elementary
Non-VPK General Education Teacher	Roger Duncan	1	2	580809	120 499	Fair Garden
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Danielle Schmitt	2	9	561109	461 467	Karns Preschool

2. The LEA confirms that Comprehensive Preschool classrooms only enroll preschool children with disabilities. Children without disabilities are not enrolled in Comprehensive Preschool classrooms.
Agree

Budget

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - State Special Education Preschool Grant

Account Number	Total
71200 - Special Education Program	$505,123.78
72120 - Health Services	$0.00
72130 - Other Student Support	$0.00
72220 - Support Services/Special Education Program	$389,427.13
72410 - Office of the Principal	$0.00
72710 - Transportation	$0.00
Total	$894,550.91
Adjusted Allocation	$894,550.91
Remaining	$0.00

Budget Detail

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - State Special Education Preschool Grant

71200 - Special Education Program - $505,123.78

Budget Detail		Narrative Description
Account Number:	71200 - Special Education Program	Funds will provide 1 FTE Dual Certified Special Education PreK Teacher for co-taught blended preschool classrooms, 1 FTE General Education or Dual Certified Preschool Community Based Teacher, and 1 FTE itinerary, Special Education PreK Teacher to support students with IEPs at voluntary PreK and Title I preschools. Positions funded will only be serving preschool aged students (ages 3-5) enrolled in Knox County Schools or in the evaluation/Child Find process. TOTAL FTE 3
Line Item Number:	116 - Teachers	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$169,400.00	
Line Item Total:	$169,400.00	
Account Number:	71200 - Special Education Program	Funds will be used to provide 7 FTE Special Education Educational Assistants for the Special Education Blended Preschool Classrooms. Positions funded will only be serving preschool aged students (ages 3-5) enrolled in Knox County Schools or in the evaluation/Child Find process. TOTAL FTE 7
Line Item Number:	163 - Educational Assistants	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$189,487.00	
Line Item Total:	$189,487.00	
Account Number:	71200 - Special Education Program	Funds will be used to provide certified substitutes for Special Education Preschool staff to attend professional development and training.
Line Item Number:	195 - Certified Substitute Teachers	
Optional Program		

Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$2,500.00	
Line Item Total:	$2,500.00	
Account Number:	71200 - Special Education Program	Fringe Benefits for listed salaries. Rate 6.2%
Line Item Number:	201 - Social Security	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$22,984.21	
Line Item Total:	$22,984.21	
Account Number:	71200 - Special Education Program	Fringe Benefits for listed salaries.
Line Item Number:	204 - State Retirement	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$10,773.84	
Line Item Total:	$10,773.84	
Account Number:	71200 - Special Education Program	Fringe Benefits for listed salaries.
Line Item	206 - Life Insurance	

Number:		
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$1,080.00	
Line Item Total:	$1,080.00	
Account Number:	71200 - Special Education Program	Fringe Benefits for listed salaries.
Line Item Number:	207 - Medical Insurance	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$88,650.00	
Line Item Total:	$88,650.00	
Account Number:	71200 - Special Education Program	Fringe Benefits for listed salaries.
Line Item Number:	208 - Dental Insurance	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$840.00	
Line Item Total:	$840.00	

Account Number:	71200 - Special Education Program	Fringe Benefits for listed salaries.
Line Item Number:	211 - Local Retirement	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$12,051.37	
Line Item Total:	$12,051.37	

Account Number:	71200 - Special Education Program	Fringe Benefits for listed salaries.
Line Item Number:	212 - Employer Medicare	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$5,240.11	
Line Item Total:	$5,240.11	

Account Number:	71200 - Special Education Program	To pay for a range of adaptive and instructional materials to support Special Education Preschool students IEPs such as: $1,117.25 Fine motor and developmental supports (e.g. adaptive scissors, grippers, adaptive paintbrushes, magnetic blocks) $1000 Activity Center materials such as dramatic play, sensory exploration, active play, puzzles, science, social studies and math instructional items under $100 each.
Line Item Number:	429 - Instructional Supplies & Materials	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$2,117.25	

Line Item Total:	$2,117.25		
		Total for 71200 - Special Education Program:	$505,123.78
		Total for all other Account Numbers:	$389,427.13
		Total for all Account Numbers:	$894,550.91
		Adjusted Allocation:	$894,550.91
		Remaining:	$0.00

Budget Detail

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - State Special Education Preschool Grant

72220 - Support Services/Special Education Program - $389,427.13

Budget Detail		Narrative Description
Account Number:	72220 - Support Services/Special Education Program	Funds will provide 1 FTE Speech Pathologist to work with Preschool SWD with direct services related to speech and assistive technology. FTE 1
Line Item Number:	171 - Speech Pathologist	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$57,815.00	
Line Item Total:	$57,815.00	
Account Number:	72220 - Support Services/Special Education Program	To pay salaries for: 1 FTE Autism Support Staff 1 FTE Inclusion Coach 1 Special Education PreK Facilitator Positions funded will only be serving preschool aged students (ages 3-5) enrolled in Knox County Schools or in the evaluation/Child Find process. Total FTE 3
Line Item Number:	189 - Other Salaries & Wages	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$224,525.00	
Line Item Total:	$224,525.00	
Account Number:	72220 - Support Services/Special Education Program	Fringe benefits for listed salaries. Rate 6.2%
Line Item Number:	201 - Social Security	
Optional Program		

Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$18,306.62	
Line Item Total:	$18,306.62	
Account Number:	72220 - Support Services/Special Education Program	Fringe benefits for listed salaries.
Line Item Number:	204 - State Retirement	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$17,956.82	
Line Item Total:	$17,956.82	
Account Number:	72220 - Support Services/Special Education Program	Fringe benefits for listed salaries.
Line Item Number:	206 - Life Insurance	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$300.00	
Line Item Total:	$300.00	
Account Number:	72220 - Support Services/Special Education Program	Fringe benefits for listed salaries.
Line Item	207 - Medical Insurance	

Number:		
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$29,550.00	
Line Item Total:	$29,550.00	
Account Number:	72220 - Support Services/Special Education Program	Fringe benefits for listed salaries.
Line Item Number:	208 - Dental Insurance	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$300.00	
Line Item Total:	$300.00	
Account Number:	72220 - Support Services/Special Education Program	Fringe benefits for listed salaries.
Line Item Number:	211 - Local Retirement	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$5,000.00	
Line Item Total:	$5,000.00	

Account Number:	72220 - Support Services/Special Education Program	Fringe benefits for listed salaries. Rate 1.45%
Line Item Number:	212 - Employer Medicare	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$4,173.69	
Line Item Total:	$4,173.69	
Account Number:	72220 - Support Services/Special Education Program	Travel supplement for listed personnel to travel between assigned schools and central office.
Line Item Number:	355 - Travel	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$5,500.00	
Line Item Total:	$5,500.00	
Account Number:	72220 - Support Services/Special Education Program	Funds will be utilized to purchase supplies for preschool SWD in VPK, Title 1, and Integrated Preschool classrooms such as classroom carpets, storage containers, and timers. No purchases will be made for items that exceed $100 each.
Line Item Number:	499 - Other Supplies and Materials	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$2,000.00	

Line Item Total:	$2,000.00	
Account Number:	72220 - Support Services/Special Education Program	Professional Development funds will be utilized to send teachers, related service providers, and district preschool leaders to State Special Education and Student Support Access Conference and the Early Childhood Bridge Conference. Costs will include hotel, mileage, and a daily per diem. KCS has approximately 100 preschool teachers (VPK, Title 1 and SPED). This cohort of participants will bring back new information to share with the entire preschool department during District Learning Days, in-service opportunities, and monthly dept. meetings.
Line Item Number:	524 - In-Service / Staff Development	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$24,000.00	
Line Item Total:	$24,000.00	

Total for 72220 - Support Services/Special Education Program:	$389,427.13
Total for all other Account Numbers:	$505,123.78
Total for all Account Numbers:	$894,550.91
Adjusted Allocation:	$894,550.91
Remaining:	$0.00

Budget Overview

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - State Special Education Preschool Grant

Filter by Location: All - $894,550.91

Account Number Line Item Number	71200 - Special Education Program	72220 - Support Services/Special Education Program	Total
116 - Teachers	169,400.00		169,400.00
163 - Educational Assistants	189,487.00		189,487.00
171 - Speech Pathologist	0.00	57,815.00	57,815.00
189 - Other Salaries & Wages	0.00	224,525.00	224,525.00
195 - Certified Substitute Teachers	2,500.00		2,500.00
201 - Social Security	22,984.21	18,306.62	41,290.83
204 - State Retirement	10,773.84	17,956.82	28,730.66
206 - Life Insurance	1,080.00	300.00	1,380.00
207 - Medical Insurance	88,650.00	29,550.00	118,200.00
208 - Dental Insurance	840.00	300.00	1,140.00
211 - Local Retirement	12,051.37	5,000.00	17,051.37
212 - Employer Medicare	5,240.11	4,173.69	9,413.80
355 - Travel		5,500.00	5,500.00
429 - Instructional Supplies & Materials	2,117.25		2,117.25
499 - Other Supplies and Materials	0.00	2,000.00	2,000.00
524 - In-Service / Staff Development		24,000.00	24,000.00
Total	505,123.78	389,427.13	894,550.91
		Adjusted Allocation	894,550.91
		Remaining	0.00

Budget Overview Plus/Minus

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - State Special Education Preschool Grant

Filter by Location: All - $894,550.91

Account Number Line Item Number	71200 - Special Education Program	72220 - Support Services/Special Education Program	Total
116 - Teachers	169,400.00 +$169,399.99		169,400.00 +$169,399.99
163 - Educational Assistants	189,487.00 +$189,487.00		189,487.00 +$189,487.00
171 - Speech Pathologist	0.00	57,815.00 +$57,815.00	57,815.00 +$57,815.00
189 - Other Salaries & Wages	0.00	224,525.00 +$224,525.00	224,525.00 +$224,525.00
195 - Certified Substitute Teachers	2,500.00 +$2,500.00		2,500.00 +$2,500.00
201 - Social Security	22,984.21 +$22,984.21	18,306.62 +$18,306.62	41,290.83 +$41,290.83
204 - State Retirement	10,773.84 +$10,773.84	17,956.82 +$17,956.82	28,730.66 +$28,730.66
206 - Life Insurance	1,080.00 +$1,080.00	300.00 +$300.00	1,380.00 +$1,380.00
207 - Medical Insurance	88,650.00 +$88,650.00	29,550.00 +$29,550.00	118,200.00 +$118,200.00
208 - Dental Insurance	840.00 +$840.00	300.00 +$300.00	1,140.00 +$1,140.00
211 - Local Retirement	12,051.37 +$12,051.37	5,000.00 +$5,000.00	17,051.37 +$17,051.37
212 - Employer Medicare	5,240.11 +$5,240.11	4,173.69 +$4,173.69	9,413.80 +$9,413.80
355 - Travel		5,500.00 +$5,500.00	5,500.00 +$5,500.00

Account Number Line Item Number	71200 - Special Education Program	72220 - Support Services/Special Education Program	Total
429 - Instructional Supplies & Materials	2,117.25 +$2,117.25		2,117.25 +$2,117.25
499 - Other Supplies and Materials	0.00	2,000.00 +$2,000.00	2,000.00 +$2,000.00
524 - In-Service / Staff Development		24,000.00 +$24,000.00	24,000.00 +$24,000.00
Total	505,123.78 +$505,123.77	389,427.13 +$389,427.13	894,550.91 +$894,550.90
		Adjusted Allocation	894,550.91
		Remaining	0.00

Related Documents

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - State Special Education Preschool Grant

Required Documents

Type	Document Template	Document/Link
(State Special Education Preschool) Pre-K Exclusionary Discipline Policy [Upload at least 1 document(s)]	N/A	KCS Model Discipline Policy for Preschool
(State Special Education Preschool) Professional Development Training Schedule for Early Childhood Special Education Teachers and Paraeducators [Upload at least 1 document(s)]	N/A	2026 2027 C4L TRAININGS KCS Preschool PD Plan
(State Special Education Preschool) Preschool Calendar [Upload at least 1 document(s)]	N/A	26-27 August Calendar 2026-2027 Knox County Schools Calendar
(State Special Education Preschool) Scope and Sequence [Upload at least 1 document(s)]	N/A	Heggerty_C4l Curriculum 26-27 C4L's Units of Instruction
(State Special Education Preschool) Universal Application [Upload at least 1 document(s)]	N/A	Link to KCS Preschool Universal Application Final PreSchool Vision

Optional Documents

Type	Document Template	Document/Link
(State Special Education Preschool) Non-VPK General Education Daily Schedule	N/A	DRussell Blended Preschool schedule E Lewis 25-26 Daily Schedule Mill Creek Ms Gretchen Schedule
(State Special Education Preschool) Comprehensive Preschool Daily Schedule	N/A	
(State Special Education Preschool) Itinerant Preschool Teacher Schedule	N/A	

Assurances

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - State Special Education Preschool Grant

☑ * By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information or the omission of any material or fact may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise.

1.	These funds shall be administered in accordance with all applicable statutes, regulations, program plans and applications:	
	a)	The laws of the State of Tennessee;
	b)	Title VI of the federal Civil Rights Act of 1964 and the regulations issued there under by the federal government;
	c)	The Equal Employment Opportunity Act and the regulations issued there under by the federal government;
	d)	The Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
	e)	Section 504 of the Rehabilitation Act of 1973 and the regulations issued thereunder by the federal government;
	f)	The Individuals with Disabilities Education Act (IDEA) and the regulations issued thereunder by the federal government;
	g)	The Family Educational Rights and Privacy Act (FERPA) and the regulations issued there under by the federal government;
	h)	Health Insurance Portability and Accountability Act of 1996 (HIPAA);
	i)	The condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and
	j)	The condition that no 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 Agency in connection with this grant.
2.	Each agency receiving funds under this grant shall use these funds only to supplement, and not to supplant state and local funds that, in the absence of such funds would otherwise be spent for activities under this section.	
3.	Funds shall only be used to support preschool children with disabilities.	
4.	The Grantee shall file financial reports and claims for reimbursement in accordance with procedures prescribed by TDOE monthly.	
5.	The Grantee shall ensure all funds are allocated to support preschool students with disabilities within each receiving agency.	
6.	This program shall be in compliance with State Board of Education's Rule Chapter 0520-12-01, Standards for School-administered Childcare and the Early Childhood Education Policy 3.100 adopted by State Board of Education.	

Revision Related Documents

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - State Special Education Preschool Grant

Optional Documents

Type	Document Template	Document/Link
(State Special Education Preschool) Signed Copy of the Guidance for Classrooms Serving Preschool Children with Disabilities	(State Special Education Preschool) Signed Copy of the Guidance for Classrooms Serving Preschool Children with Disabilities	State Special Education Preschool signed copy of the guidance for classrooms serving PreK SWD

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - State Special Education Preschool Grant 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. Program Details	Not Reviewed
1.01 LEA-Operated Preschool Programs	
1.02 Preschool Children with Disabilities Enrolled	
1.03 Comprehensive curriculum	
1.04 Sounds-first curriculum	
1.05 Personal safety curriculum	
1.06 Cross-collaboration with general education	
1.07 Cross-collaboration with TEIS	
2. Revision Program Details	Not Reviewed
2.01 List of non-VPK Gen ed teachers	
2.02 List of ECSE providers in gen ed settings	
2.03 List of comprehensive preschool teachers	
2.04 Comprehensive preschool classroom confirmation	
3. Budget	Not Reviewed
3.01 Descriptions are detailed such that the reviewer will understand how funds support preschool children with disabilities.	
4. Related Documents	Not Reviewed
4.01 Pre-K exclusionary Discipline Policy	
4.02 Non-VPK gen ed daily schedule	
4.03 Comprehensive preschool daily schedule	
4.04 Signed Copy of the Guidance for Classrooms Serving Preschool Children with Disabilities	
4.05 Professional development schedule	
4.06 Preschool calendar	
4.07 Scope and sequence	
4.08 Itinerant Preschool Teacher Schedule	

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-598

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 9/1/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

State SPED Preschool Grant Renewal, 26-27 SY

Cost to Knox County Schools

Description and Type of Funding Source

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

RLA-18888 **6.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
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 Grant Contract with the State of Tennessee, Department of Human Services for the term of October 1, 2026 through September 30, 2028 and receipt of Transition School to Work Grant in the amount of $391,199.00 to fund pre-employment transition services to benefit students with disabilities. *(Schools)*

Attachments

Contract

Fiscal Note

TRANSITION SCHOOL TO WORK GRANT: PROVISION OF PRE-EMPLOYMENT TRANSITION SERVICES

SUMMARY:

The Transition School to Work Grant (TSW) is a collaboration between the TN Department of Human Services, TN Vocational Rehabilitation, and Knox County Schools via the Workforce Innovation and Opportunity Act.

Pre-Employment Transition Services (pre-ets) are delivered through TSW/community provider staff in conjunction with the student's (age 14-22 years old) high school case manager or Special Education teacher, with parent permission. Pre-ets includes teaching skills in the areas of job exploration, work-based learning, workplace readiness, self-advocacy, and postsecondary counseling and enrollment assistance.

The grant provides funding for 3 positions:

- Shelly Ford-Grotkopf, Transition Case Manager
- Melissa Callahn, Transition Coach
- Dana Barker, Transition Coach

In the event it exceeds the amount of the grant, realized savings in the General Purpose Special Education budget will cover overage.

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HUMAN SERVICES
AND
KNOX COUNTY SCHOOLS

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Human Services, Division of Rehabilitation Services, hereinafter referred to as the "State" or "TNDRS" and Grantee Knox County Schools, hereinafter referred to as the "Grantee," is for the provision of Pre-Employment Transition Services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2699

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Definitions:

a. "Counseling on Opportunities for Enrollment in Comprehensive Transition or Postsecondary Education Programs at Institutions of Higher Education" means providing information on course offerings, career options, types of academic and occupational training needed to succeed in the workplace, and post-secondary opportunities associated with career fields or pathways.

b. "Fair Labor Standards Act" is a United States labor law codified at 29 U.S.C. § 201, *et seq.*, which establishes minimum wage, overtime pay eligibility, recordkeeping, and child labor standards affecting full-time and part-time workers in the private sector and in federal, state, and local governments.

c. Individualized Education Program" or "IEP" mean a written statement for a Student with a Disability (defined below) eligible for special education that is developed, reviewed, and revised in accordance with state and federal laws, including the Individuals with Disabilities Act, 20 U.S.C. § 1400 et seq, and its implementing regulations, 34 C.F.R. § 300 et seq.

d. "Individualized Plan for Employment" or "IPE" means a plan developed in collaboration with the State and a Student with a Disability that identifies an employment outcome and the scope of VR services needed to achieve the employment outcome in accordance with 34 CFR 361.45.

e. "Instruction in Self-Advocacy" means instruction to further an individual's ability to effectively communicate, convey, negotiate, or assert his/her own interests and/or desires.

f. "Instructional Unit" means a unit of measure of instruction consisting of fifteen (15) consecutive minutes of instruction in Pre-Employment Transition Services (defined below) to a Student with a Disability.

g. "Integrated Setting" means a setting typically found in the community in which Students with a Disability (defined below) interact with individuals without disabilities to the same extent as their nondisabled peers, and which provides opportunities for meaningful participation in community, work, or training activities. An Integrated Setting is consistent with the requirements of 34 C.F.R. § 361.5(c)(32) and related Workforce Innovation and Opportunity Act (defined below) provisions, and does not include a setting that is segregated or established primarily for the purpose of serving individuals with disabilities.

h. "Job Exploration Counseling" means counseling intended to foster motivation, consideration of employment opportunities and informed career path decision-making.

i. "Monthly Individualized Student Report" means the report submitted by the Grantee to TNDRS after services have been provided, in accordance with the deadline established by TNDRS, that documents demographic information for each Student with a Disability served and details the services delivered. At a minimum, the report shall include the student's name, WIOA Pre-ETS Student ID number, specific services provided, a detailed description of the services and resulting outcomes, the number of instructional units, dates and locations of services, and the name and location of the school in which the student is enrolled.

j. "Monthly Pre-ETS Report" means the Pre-Employment Transition Services report submitted by the Grantee to TNDRS on a monthly basis that documents demographic information for each Student with a Disability served and details the Pre-ETS services provided, including, at a minimum, the student's name, WIOA Pre-ETS Student ID number, specific services or activities delivered, number of instructional units, dates and locations of services, and the name and location of the school in which the student is enrolled.

k. "Pre-Employment Transition Services" or "Pre-ETS" means Pre-Employment Transition Services as defined in 34 CFR § 361.5(c)(42) and 34 CFR § 361.48.

l. "Pre-ETS Recommendation Form" means the Tennessee Department of Human Services, Vocational Rehabilitation Services Program form used to document the recommendation and authorization for a Student with a Disability to receive Pre-Employment Transition Services. The form identifies the student, specifies the Pre-ETS services recommended, documents the discussion regarding application for Vocational Rehabilitation services, and includes required certifications and signatures authorizing delivery of Pre-ETS.

m. "Pre-ETS Community Rehabilitation Provider" or "Pre-ETS CRP" means a/an individual, for profit corporation, non-profit corporation, special purpose corporation or association, partnership, joint venture, or limited liability company contracted with TNDRS to provide Pre-Employment Transition Services in Tennessee.

n. "Student(s) with a Disability" means an individual or individuals with a disability in a secondary, post-secondary, or other recognized education program who meet the requirements of 34 CFR § 361.5(c)(51).

o. "Transition Case Manager" means the staff position responsible for overseeing the Local Education Agency's Transition School to Work (TSW) program, in accordance with the TNDRS-approved job description, ensuring Pre-Employment Transition Services are delivered to Students with a Disability in accordance with the Grant Contract.

p. "Transition Coach" means the staff position responsible for assisting in the delivery of one or more of the five required Pre-Employment Transition Services to Students with a Disability in accordance with the TNDRS-approved job description.

q. "Transition Specialist" means a professional, employed by TNDRS, who determines the eligibility of a Student with a Disability for Pre-ETS, coordinates the provision of Pre-ETS to be made available statewide, provides technical assistance on transition services and the VR program, and serves as a primary referral source to the VR program while students are in school.

r. "Vocational Rehabilitation Services Program" or "VR" means the Tennessee Department of Human Services' program that provides services to individuals with disabilities so that they may prepare for and engage in competitive, integrated employment or supported employment to enable those individuals to maximize their opportunities for employment, including career advancement.

s. "Work-Based Learning Experiences" or "WBLE" means an educational approach or instructional methodology that uses the workplace or real work to provide students with the knowledge and skills that will help them connect school experiences to real-life work activities and future career opportunities. WBLE for enrolled students are educational opportunities that allow students to apply classroom knowledge in real-world settings, and they include paid and unpaid internships, short-term employment, apprenticeships, fellowships, and on-the job training in the community, and may include capstone experiences.

t. "Workplace Readiness Specialist" means the staff position responsible for providing Workplace Readiness Training (defined below) and other Pre-Employment Transition Services to Students with a Disability in accordance with the TNDRS-approved job description.

u. "Workplace Readiness Training" means training in the development of social skills and independent living skills, such as communication and interpersonal skills, financial literacy, orientation and mobility skills, job-seeking skills, and employer expectations.

v. "Workforce Innovation and Opportunity Act" or "WIOA" means the federal law codified at 29 U.S.C. § 3101 et seq. designed to strengthen and improve the nation's public workforce development system by helping Americans with barriers to employment, including individuals with disabilities, achieve high quality careers and helping employers hire and retain skilled workers.

A.3. The Grantee shall provide the following five (5) Pre-Employment Transition Service activities for Students with a Disability for the entirety of the Term (defined below) of the Grant Agreement in accordance with the Workforce Innovation and Opportunity Act:

(1) Job Exploration Counseling;
(2) Work-based Learning Services;
(3) Workplace Readiness Training to develop social and independent living skills;
(4) Instruction in Self-advocacy; and
(5) Counseling on Opportunities for Enrollment in Comprehensive Transition or Postsecondary Education Programs at Institutions of Higher Education.

A minimum of two (2) Instructional Units must be completed per Pre-ETS activity.

The Grantee shall collaborate with TNDRS to provide Pre-ETS to Students with a Disability in accordance with the needs of the Student with a Disability. Services shall be provided during and outside of school hours based on the documented need of the student. Services provided outside of the school location must be in an Integrated Setting.

A student may receive instruction in similar Pre-ETS activities from multiple sources during a reporting period provided that there is no duplication.

A.4 The Grantee shall collaborate with TNDRS to provide Pre-ETS to Students with a Disability. TNDRS shall assign a Transition Specialist to coordinate efforts between the Grantee and TNDRS. The Grantee shall meet with the TNDRS Transition Specialist, either in person or virtually, no less than once per month and additionally upon request, to review prospective and active potentially eligible students. During such meetings, the Grantee and TNDRS Transition Specialist shall:

a. Develop Pre-ETS Recommendation Forms for newly referred students;

b. Review the progress of active Pre-ETS students and revise existing Pre-ETS Recommendation Forms, as appropriate; and

c. Assess whether a Student with a Disability may benefit from additional individualized VR

services and determine whether a referral for VR services is warranted.

The Grantee shall review, approve, and sign each Pre-ETS Recommendation Form prior to submission to the TNDRS Transition Specialist. The Grantee shall submit the signed Pre-ETS Recommendation Form to the TNDRS Transition Specialist for review and certification. Pre-Employment Transition Services shall not begin until the Grantee:

d. Receives written authorization via email from TNDRS staff confirming that services may begin; and

e. Receives the student's WIOA Workforce ID.

The Grantee acknowledges that services delivered prior to receipt of written authorization and the student's WIOA Workforce ID shall not be considered an allowable cost under this Grant Contract.

Prior to delivering Pre-ETS, the Grantee shall obtain written permission, on the TNDRS provided form, from the parent or legal guardian of any Student with a Disability that is under eighteen (18) years of age and shall provide said permission documents, proof of eligibility to receive Pre-ETS, and the Pre-ETS Recommendation Form to TNDRS within three (3) business days of the date of permission being received.

The Grantee shall only provide Pre-ETS services to students after receipt of written confirmation from the Transition Specialist that the student is eligible to receive Pre-ETS, the Pre-ETS Recommendation Form has been approved, and a case file has been created for the Student with a Disability.

A.5. Prior to expanding services through a Pre-ETS CRP, the Grantee shall submit a written request to TNDRS. Such request shall detail the name of the Pre-ETS CRP, the approximate number of eligible students to receive services from the Pre-ETS CRP, the expected timeframe for commencement of services in the school(s), and the names of the schools in which the Pre-ETS CRP will provide services. TNDRS shall review the request within sixty (60) business days of receipt and accept or reject the request. The Grantee shall not expand services without written approval from TNDRS.

The Grantee agrees to coordinate any expansion effort with TNDRS Transition Specialists and comply with all requests and directives by TNDRS. In the event the Grantee needs assistance, TNDRS will assist in coordinating efforts to find a Pre-ETS CRP that meets the Grantee's needs and requirements. TNDRS shall not be responsible for Pre-ETS CRP admittance into school(s).

A.6. The Grantee shall make Pre-Employment Transition Services available throughout the Contract Term, as appropriate based on the documented needs of the Student with a Disability. TNDRS shall remit payment only for monthly invoices covering months in which Pre-ETS services were actually provided to eligible Students with a Disability. TNDRS shall not be obligated to pay an invoice for any month in which no Pre-ETS services were provided to eligible Students with a Disability.

A.7. The Grantee shall be required to actively participate in the following coordination activities for Pre-ETS:

a. Attend Individualized Education Program meetings for Students with a Disability, when invited;

b. Work with the local workforce development boards, one-stop centers, and employers to develop work opportunities for Students with a Disability, including internships, apprenticeships, summer employment and other employment opportunities available throughout the school year; and

c. When invited, attend person-centered planning meetings for individuals receiving services under title XIX of the Social Security Act (42 U.S.C. 1396 et seq.).

A.8. The Grantee shall provide WBLE for eligible Students with a Disability. WBLE must be provided in an Integrated Setting in the community or school site chosen as a result of an individual's or group's expressed interest, an interest inventory assessment, or other identifiable measure. The WBLE shall include one (1) or more of the following:

a. Job Shadowing: on-the-job learning, career development, and leadership development intervention. Job shadowing involves working with another employee who might have a different job in hand, might have something to teach, or can help the person shadowing him or her to learn new aspects related to the job, organization, certain behaviors, or competencies.

b. Workplace Tours: A group excursion for the purpose of first-hand observation to specific work sites. Students learn about the business, meet employees, ask questions, and observe work in progress.

c. Informational Interviews: An informational interview is an informal conversation with someone working in a career area/job that interests you, who will give you information and advice. It is an effective research tool in addition to reading books, exploring the internet, and examining job descriptions. It is not a job interview, and the objective is not to find job openings.

A.9. The Grantee may provide a capstone experience (e.g., internship) for any eligible Student with a Disability, which may be paid or unpaid. To participate, the student must have been referred to VR, determined eligible for VR services, and have an approved IPE with a capstone experience on the plan.

a. The Grantee affirms that any paid capstone experience shall comply with the Fair Labor Standards Act and any other applicable state and federal labor law(s).

b. For unpaid capstone experiences at for-profit private sector employers, the Grantee shall document that the following six (6) criteria are met:

1) The capstone experience, even though it may include actual operation of the facilities of the employer, is similar to training which would be given in an educational environment;

2) The capstone experience is for the benefit of the Student with a Disability;

3) The Student with a Disability does not displace regular employees, but works under close supervision of existing staff;

4) The employer that provides the training derives no immediate advantage from the activities of the Student with a Disability; and on occasion its operations may actually be impeded;

5) The Student with a Disability is not necessarily entitled to a job at the conclusion of the capstone experience; and

6) The employer and the Student with a Disability understand that the Student with a Disability is not entitled to wages for the time spent in the capstone experience.

c. The job site where the capstone experience takes place must be in an Integrated Setting in the community chosen as a result of a Student with a Disability's documented expressed interest, interest inventory assessment, or other identifiable measure. Job site

documentation must include the signature, name, address, and contact information of authorizing personnel associated with the job site and date capstone was completed.

d. Prior to beginning capstone experiences, the Grantee must document the individual Student with a Disability via an agreement through the TNDRS provided Work-Based Learning template for each capstone experience. These agreements must be kept on file and may be requested at any time by TNDRS for review. The Grantee will provide an individualized monthly report in compliance with Section A.16.b on each Student with a Disability's capstone experience until the capstone experience has been completed. The Grantee may provide no more than two (2) capstone experiences for each student and shall submit corresponding progress reports for each capstone experience to TNDRS.

A.10. Grant funding may only be used for any of the three (3) following staff positions: Transition Case Manager, Transition Coach, and Workplace Readiness Specialist. The Grantee must utilize TNDRS-provided job descriptions for the three (3) staff positions. No additional responsibilities may be added to the TNDRS provided job descriptions. Any additional responsibilities assigned to the staff position by Grantee outside of the TNDRS-provided job descriptions shall not be considered an allowable cost under this Grant Contract.

The Grantee shall employ sufficient staff to provide Pre-ETS coordination and direct services as defined by 34 CFR § 361.5(c)(42), 34 CFR § 361.48, and as outlined above.

A.11. The Grantee shall provide accessible office facilities for staff, applicants, and eligible students and shall make reasonable efforts to accommodate individuals with disabilities, in compliance with applicable state and federal law, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., and its implementing regulations at 28 C.F.R. Part 35 and 29 C.F.R. Part 1630, and Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, and its implementing regulations at 34 C.F.R. Part 104.

A.12. The Grantee's performance of this Grant Contract shall not supplant or replace any transition activities that the Grantee already performs, nor shall it replace the duties of regular school personnel, including but not limited to teacher of record for a state required core academic course, substitute teacher, bus duty, and lunch duty. The Grantee shall demonstrate through the submission of timesheets and supporting documentation that all staff time funded by this Grant Contract is dedicated solely to Pre-ETS coordination and direct services. Timesheets, supporting documentation, and program reports will be reviewed and verified by TNDRS staff. The Grantee shall provide all technical and administrative services necessary to complete the Grant Contract. The Grantee shall monitor and review all work performed; and coordinate budgeting and scheduling to ensure that the Grant Contract is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.

a. The Grantee shall comply with 2 CFR § 200.430 Compensation - personal services and 2 CFR § 200.431 Compensation - fringe benefits, when calculating the salaries and benefits of personnel and monitoring time and labor under this Grant Contract.

b. The Grantee shall maintain accurate records of personnel time and submit monthly timesheets for all staff positions funded by this Grant Contract to TNDRS. Timesheets must be completed and signed by each person providing coordination and direct services under this Grant Contract. Staff positions funded by this Grant Contract shall adhere to the Grantee's established employee leave policies. The Grantee shall establish and maintain internal control policies that describe the separation of duties and monitoring and oversight of timesheet completion. The Grantee shall verify that timesheets have been reviewed prior to submission and comply with its written timesheet policy. TNDRS will also review and validate that reported time reflects actual time spent providing only the five (5) required Pre-ETS activities identified in Section A.3.

A.13. The Grantee shall refer any regular education or special education Student with a Disability who

needs more intensive or individualized services to TNDRS. These referrals shall include those students with Individualized Education Programs, Section 504 plans, and serious health conditions, in accordance with the appropriate parental/guardian or age-appropriate student's consent. The Grantee shall provide Students with a Disability information about VR throughout the provision of Pre-ETS and may collaborate with the Transition Specialist to host VR informational sessions.

Students who need VR services shall be referred to the Vocational Rehabilitation program as soon as it is determined that the Student with a Disability may benefit from additional and individualized VR services, or at least twenty-four (24) months prior to exiting high school, whichever occurs first.

A.14. The Grantee shall provide VR staff with access to school records and assessment reports, in accordance with the Family, Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), and with parental/guardian consent or consent of the student at the age of majority.

A.15. The Grantee shall provide Pre-Employment Transition Services (Pre-ETS) to one thousand two hundred ninety-nine (1299) Students with a Disability who have an Individualized Education Program or a Section 504 plan during each year of the Contract Term and shall comply with all requirements of this Agreement.

TNDRS shall monitor the Grantee's performance under this Agreement. If TNDRS identifies a performance deficiency, TNDRS shall provide written notice to the Grantee describing the deficiency.

Upon receipt of such notice, TNDRS may require the Grantee to submit a written corrective action plan. The Grantee shall submit the corrective action plan to TNDRS no later than thirty (30) calendar days from the date of the notice of deficiency. The corrective action plan shall describe the specific steps the Grantee will take to remedy the deficiency.

Unless otherwise approved in writing by TNDRS, the Grantee shall fully implement the corrective action plan within thirty (30) calendar days after submission to TNDRS.

A.16. The Grantee shall submit the following detailed reports, in a TNDRS approved format, by the deadline established by TNDRS:

a. The Monthly Pre-ETS Report shall include demographic information about the individuals served and the services provided. The monthly service reports shall include, at a minimum, the following:
    1) Name of the Student with a Disability;
    2) WIOA Pre-ETS Student ID number;
    3) Specific services and/or activities provided to each Student with a Disability;
    4) Number of instructional units, date, and location of activities provided; and
    5) Name and location of school where each Student with a Disability is registered.

b. The Monthly Individualized Student Report shall be submitted after services have been provided, by the deadline established by TNDRS. The individualized student reports shall include demographic information about each individual served and the services provided. The monthly individualized student reports shall include, at a minimum, the following:
    1) Name of the Student with a Disability;
    2) WIOA Pre-ETS Student ID number;
    3) Specific services provided to the Student with a Disability;
    4) Detailed description of the service and service outcome;
    5) Number of Instructional Units, date, and location of activities provided; and
    6) Name and location of school where each Student with a Disability is registered.

c. The Grantee shall submit final outcomes (employment, enrollment in post-secondary education, advancement to the next grade, etc.) achieved by Students with a Disability receiving Pre-ETS to TNDRS as they occur, but no later than June 30 of the relevant year of the Term.

d. The Grantee shall also provide any other reports related to the Grant Contract that may be requested by TNDRS. Any report deemed deficient by the Transition Specialist shall be rejected and returned to the Grantee. If the report is returned, the Grantee agrees to correct the report and resubmit to the Transition Specialist prior to invoice payment.

A.17. The Grantee shall actively engage in assuring that all eligible and interested students have the access, resources, and information needed to participate in Pre-ETS activities, including but not limited to the following:

a. When appropriate, serve as a Pre-ETS subject matter expert at Individualized Education Program meetings for Students with a Disability;

b. Serve as a resource to local workforce development boards, one-stop centers, and employers to actively participate in the development of work opportunities for individual Students with a Disability. Those opportunities may include internships, apprenticeships, summer employment, and other employment opportunities available throughout the school year; or

c. When appropriate, serve as a Pre-ETS subject matter expert at person-centered planning meetings for individuals receiving services under title XIX of the Social Security Act (42 U.S.C. § 1396 et seq.)

A.18. The Grantee shall perform this Grant Contract consistent with the TNDRS-approved State Plan, as amended from time to time, in accordance with the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq., and its implementing regulations, including 34 C.F.R. § 361.10. TNDRS will monitor the Grantee's performance throughout the Term of the Grant Contract. The Grantee shall provide services under this Grant Contract at a level of quality acceptable to TNDRS and in a manner consistent with current professional standards, customs, and practices.

A.19. Neither TNDRS nor the Grantee shall enter into an arrangement with an entity holding a special wage certificate under Section 14(c) of the Fair Labor Standards Act, for the purpose of operating a program under which a Student with a Disability is compensated at a subminimum wage. Both parties shall comply with Section 511 of the Rehabilitation Act of 1973, as amended by the Workforce Innovation and Opportunity Act, regarding requirements applicable to individuals with disabilities seeking subminimum wage employment.

A.20. Staff Roster. The Grantee shall send a roster of all staff funded by this Grant Contract via the Formstack located at the following link:

https://stateoftennessee-cvlyz.formstack.com/forms/provider_roster_upload

The Grantee shall submit its staff roster through the Formstack within the first thirty (30) calendar days of this Contract's Term. The Grantee shall report any change in staff providing Pre-ETS services to TNDRS within fifteen (15) calendar days of the change. To report the staff change, the Grantee shall provide an updated roster with a complete list of current staff providing services via Formstack at the same link provided above.

A.21. Throughout the Term, and at no additional cost to TNDRS, the Grantee shall comply with all applicable Tennessee laws regarding background checks, including but not limited to the applicable provisions of the Tennessee Code Annotated, as amended, and any rules or written directives issued by TNDRS pertaining to background checks.

A.22. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on October 1, 2026 ("Effective Date") and ending on September 30, 2028, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed three hundred ninety-one thousand one hundred ninety-nine dollars ($,391,199.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A and A-1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

https://stateoftennessee-cvlyz.formstack.com/forms/transition_school_to_work_copy

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 Human Services, Division of Rehabilitation Services.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and

receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).

ii. The amount reimbursed by Grant Budget line-item to date.

iii. The total amount reimbursed under the Grant Contract to date.

iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

(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-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit 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:

Lacey L. Black, Contracts Director
Division of Rehabilitation Services
Andrew Johnson Tower, 11th Floor
710 James Robertson Parkway
Nashville, TN 37243
lacey.l.black@tn.gov
Telephone (615) 253-1420

Bridgett Sentmore, J.D., DHS Program Coordinator
Division of Rehabilitation Services
Andrew Johnson Tower, 11th Floor
Nashville, TN 37243
Bridgett.L.Sentmore@tn.gov
Telephone 615-742-4443

The Grantee:

Michelle Pittman
Knox County Schools
P.O. Box 2188
Knoxville, TN 37901
Michelle.pittman@knoxschool.org
Telephone (865) 335-5005

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: Code of Federal Regulations: 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. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

The Grantee shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Grantee agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Grantee access, and to only use such data for the exclusive purpose of performing its duties under this Grant Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Grantee shall be reported to the State within twenty-four (24) hours.

E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII

only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Federal Funding Accountability and Transparency Act (FFATA).

This Grant 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.6. Transfer of Grantee's Obligations.
The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.7. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E. 8. 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 U.S. Department of Education, Rehabilitation Services Administration, and the Region 4 Office of the Environmental Protection Agency.

E.9. 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.10. Disaster Recovery/Continuity of Operations Plan. The Grantee acknowledges and represents to the State that it has implemented a disaster recovery/continuity of operations plan that may be executed in the event of a natural disaster or man-made disaster. Said plan shall be made available to the State upon request.

E.11. Artificial Intelligence (AI) Use and Compliance Requirements. The Grantee agrees that any product, service, or solution incorporating Artificial Intelligence (AI), including Generative AI (GenAI), procured under this Agreement shall comply fully with the State of Tennessee's **Enterprise Artificial Intelligence Policy (Policy 200-POL-007)**, available at: tn.gov/content/dam/tn/finance/artificial-intelligence/200-POL-007 Enterprise Artificial Intelligence Policy.pdf

The Grantee further agrees to the following:

a. **Data Privacy and Security**
Grantee shall not use, access, store, transmit, or process any State Data—including but not limited to confidential, privileged, personally identifiable information (PII), protected health information (PHI), Payment Card Industry (PCI) data, criminal justice information (CJIS), federal tax information (FTI), Centers for Medicare & Medicaid Services (CMS) data, Social Security Administration (SSA) data, Family Education Rights & Privacy Act (FERPA) data, or internal communications—through any AI tools or platforms unless:

1. The AI tool is explicitly approved in writing by the State.

2. The tool is operated within a secure State-controlled or approved environment.

b. **Prohibition on Model Training**
Grantee shall not use State Data to train, fine-tune, or otherwise improve AI models, unless expressly authorized in writing by the State and in accordance with Policy No. 200-POL-007.

c. **Transparency and Accountability**
Grantee shall clearly disclose when AI tools are used in providing services or generating content on behalf of the State. Grantee is responsible for the accuracy, reliability, and appropriateness of all AI-generated outputs.

d. **Use of Approved Tools Only**
Only State-approved AI platforms, systems, or services may be used in the performance of this contract. Use of public, consumer, or non-State-managed AI platforms (e.g., ChatGPT, Google Gemini, etc.) with State Data is strictly prohibited unless authorized in writing.

e. **Ongoing Compliance and Risk Mitigation**
Grantee shall ensure continued compliance with evolving State and federal regulations

related to AI. The State reserves the right to audit or review AI usage under this Agreement at any time.

IN WITNESS WHEREOF,

KNOX COUNTY SCHOOLS:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HUMAN SERVICES:

CLARENCE H. CARTER, COMMISSIONER **DATE**

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-597

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 9/1/2026

ATTACHMENT A

GRANT BUDGET				
Knox County Schools				
The grant budget line-item amounts below shall be applicable only to expenses incurred during the following Applicable Period: BEGIN: 10/1/2026 END: 9/30/2027				
	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
	Salaries, Benefits & Taxes	**$195,599.50**	**$0.00**	**$195,599.50**
	Professional Fees/Grant & Awards [2]	**$0.00**	**$0.00**	**$0.00**
	Supplies,Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	**$0.00**	**$0.00**	**$0.00**
	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 (% and method)	**$0.00**	**$0.00**	**$0.00**
	In-Kind Expense	**$0.00**	**$0.00**	**$0.00**
	GRAND TOTAL	**$195,599.50**	**$0.00**	**$195,599.50**

[1] Each expense object line-item shall be 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-2subtitle-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 A-1

GRANT BUDGET				
Knox County Schools				
The grant budget line-item amounts below shall be applicable only to expenses incurred during the following Applicable Period: BEGIN: 10/1/2027 END: 09/30/2028				
	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
	Salaries, Benefits & Taxes	**$195,599.50**	**$0.00**	**$195,599.50**
	Professional Fees/Grant & Awards [2]	**$0.00**	**$0.00**	**$0.00**
	Supplies,Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	**$0.00**	**$0.00**	**$0.00**
	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 (% and method)	**$0.00**	**$0.00**	**$0.00**
	In-Kind Expense	**$0.00**	**$0.00**	**$0.00**
	GRAND TOTAL	**$195,599.50**	**$0.00**	**$195,599.50**

[1] Each expense object line-item shall be 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-2subtitle-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 B

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	Knox County Schools
Subrecipient's Unique Entity Identifier (SAM)	QCB4DPK11ZH5
Federal Award Identification Number (FAIN)	HS126A270063
Federal award date	10-1-2026
Subaward Period of Performance Start and End Date	10/1/2026 - 9/30/2028
Subaward Budget Period Start and End Date	10/1/2026 - 9/30/2028
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	84.126 Rehabilitation Services Vocational Rehabilitation Grants to States
Grant contract's begin date	October 1, 2026
Grant contract's end date	September 30, 2028
Amount of federal funds obligated by this grant contract	$391,199.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$101,393,634
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	State Vocational Rehabilitation Services
Name of federal awarding agency	US Department of Education
Name and contact information for the federal awarding official	Education Program Contact: Edward M Vitelli (202) 245-8055 edward.vitelli@ed.gov
Name of pass-through entity	Tennessee Department of Human Services, Division of Rehabilitation Services
Name and contact information for the pass-through entity awarding official	Suzanne Carr, Assistant Commissioner Suzanne.Carr@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)	Public Assistance Cost Allocation Plan

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of Transition School Work Grant from Tennessee Department of Human Services in the amount of $391,199.00 from October 1, 2026 through September 30, 2028 to fund pre-employment transition services to benefit students with disabilities.

Cost to Knox County Schools

Up to $5,500.00

Description and Type of Funding Source

State Grant/General Purpose Special Education

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

RLA-18889 **7.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
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 School Turnaround Program Assurances and receipt of grant funds in the total amount of $250,000.00 for Green Magnet Academy and Northwest Middle School. *(Schools)*

Attachments

Detail

Fiscal Note

TN Department of Education

SCHOOL TURNAROUND PROGRAM (COHORT 1, YEAR 2) (FY2027) ASSURANCES

The undersigned authorized representative accepts the grant award on behalf of the identified LEA/Charter School ("Grantee"). These Assurances constitute the "Grant Contract" with the State of Tennessee, Department of Education ("State").

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 ensure all programs, services, and activities covered by this Grant Contract are in accordance with the intent and purpose of the School Turnaround Program Grant and align to the prioritized needs identified in each selected school's respective turnaround plan to support improvement.

A.3. The Grantee shall use the awarded grant funds to contract with an independent school turnaround expert from a list of pre-approved experts provided by the State to conduct a comprehensive school analysis and to develop a school turnaround plan.

A.4. The Grantee shall ensure that each participating priority school served by the Grantee receives all the State and local funds it would receive in the absence of the School Turnaround Program Grant and that any school level resources received from the Grant Contract are aligned to the individual school's respective comprehensive school analysis and school turnaround plan.

A.5. The Grantee shall participate in monthly meetings with the State at dates and times to be determined by the State to discuss Grant Contract implementation and spending. Monthly meetings may be virtual or in person, as determined by the State.

A.6. The Grantee shall participate in all monitoring conducted by the State to ensure implementation and effectiveness of the school turnaround plan.

A.7. The Grantee shall participate in all data submission, spending reporting, and evaluation activities as requested by the U.S. Department of Education and the State. This includes but is not limited to participating in any federal or State funded evaluations or studies (if applicable), annual performance reports, final grant report documentation, and financial statements.

A.8. The Grantee shall maintain documentation of all program activities and expenditures.

A.9. The Grantee shall adhere to the same financial audits, audit procedures, and audit requirements as

the State. All audits shall be consistent with the requirements of all applicable State laws regarding State audits. The State or the Comptroller of the Treasury is authorized to conduct compliance audits of any Grantee program.

A.10. The Grantee shall request reimbursement for project expenditures quarterly, at minimum, and retain documentation for said reimbursements.

A.11. The Grantee shall demonstrate a clear and consistent commitment to utilizing funds in a timely manner, as required under the Every Student Succeeds Act ("ESSA") Section 1003 (20 U.S.C. § 6303), through prompt spending and reimbursement practices that ensure funds are not reverted.

A.12. The Grantee shall maintain its fiscal effort in accordance with ESSA Sections 1118(a) and 8521 (20 U.S.C. §§ 6321(a), 7901).

A.13. The Grantee shall ensure Grant Contract funds will not be expended in any manner other than as outlined in the budgeted section of the approved grant application and will only be expended on allowable costs. Any changes to the original budget must be pre-approved by the State before line items are modified or funds expended.

A.14. The Grantee shall ensure expenditures are in compliance with the standard accounting procedures and guidelines established by the State, including the Tennessee Department of General Services, Central Procurement Office Policy No. 2013-007 and federal legislation.

A.15. The Grantee shall ensure all programs, services, and activities covered by this Grant Contract will be operated in accordance with all applicable state and federal laws.

A.16. The Grantee shall comply with all applicable provisions of federal law, including but not limited to the Every Student Succeeds Act ("ESSA") (20 U.S.C. § 6301 et seq.) and the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C § 1232g) and its accompanying regulations (34 C.F.R. § 99.1 et seq.).

A.17. If applicable, the Grantee shall ensure that charter schools served with this Grant Contract have an equal opportunity to participate to the full extent in the School Turnaround Program Grant.

A.18. The Grantee shall have a clear process for ensuring all applicable laws and regulations regarding ESSA Title I, Part A (20 U.S.C. § 6303 et seq.) school improvement grant programs and funding are followed in any authorized charter schools the Grantee serves with this Grant Contract.

A.19. The Grantee shall ensure that charter school(s) served with this Grant Contract comply with all requirements associated with this Grant Contract and are operated in accordance with applicable state and federal laws and regulations, as well as approved policies and rules as established by the Tennessee State Board of Education and the State.

A.20. The Grantee shall ensure that charter school(s) served with this Grant Contract maintain accurate and timely records which document progress in implementing this Grant Contract and demonstrate compliance with all state and federal fiscal and program requirements.

B. TERM OF CONTRACT:

This Grant Contract shall be effective as of the effective date of the grant award or period of performance as identified by the State, or on a date otherwise identified by the State ("Effective Date"). This Grant Contract shall extend for the period of the grant award as identified by the State ("Term"), unless otherwise agreed upon between the State and the Grantee. The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. The Grant Budget, as submitted by the Grantee and maintained in the State's Tennessee Education Funding Accountability System ("TEFAS"), is the maximum amount ("Maximum Liability") 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. In no event, however, shall the Maximum Liability, including all renewals or extensions, exceed a total of two hundred fifty thousand dollars and zero cents ($250,000.00).

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, necessary, and allowable costs based upon the approved Grant Budget and individual Grant Budget line items, 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 reimbursement requests 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 Grantee's local policies and procedures for travel and, if applicable, 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. Reimbursement Requirements. The Grantee shall submit reimbursement requests to the State on a regular and timely basis so long as any previous reimbursement requests have been fully processed by the State. The Grantee shall include all necessary supporting documentation with each reimbursement request and shall enter such into the State's TEFAS for processing.

a. Each reimbursement request shall include the following information, at minimum:

(1) Fiscal information as of the date of the reimbursement request;
(2) The amount requested for reimbursement year-to-date by Grant Budget line item; and
(3) Supporting documentation, as required according to the terms of the Grant Contract.

b. The Grantee understands and agrees to all of the following.

(1) A reimbursement request under this Grant Contract shall include only actual, reasonable, necessary, and allowable expenditures required in the delivery of the service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract related to allowable reimbursements.

(2) A reimbursement request under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) A reimbursement request under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of any and all required documentation and the request 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 an amount not to exceed the lesser of ten percent (10%) of the approved line-item amount or one hundred thousand dollars and zero cents ($100,000.00), 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 that exceeds these thresholds shall require the Grantee to submit a revised Grant Budget in the State's TEFAS and receive the State's approval of the revised Grant Budget.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit the final expenditure report in the State's TEFAS within ninety (90) days of the end of the State's fiscal year, in form and substance acceptable to the State.

a. If total reimbursements 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 expenditure report.

b. The State shall not be responsible for the payment of any reimbursement request submitted to the State after the submission of the final expenditure report. The State will not deem any Grantee costs submitted for reimbursement after the submission of the final expenditure report to be allowable and reimbursable by the State, and such reimbursement requests will NOT be paid.

c. The Grantee's failure to provide a final expenditure 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. If applicable, the Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the State's TEFAS and approved by the Grantee and the State. 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 unless approved, in writing, by the State. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable.

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 Reimbursement Request. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, reimbursement request, 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 reimbursement request 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 submit reimbursement requests to 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 to the State Contract as specified by the State. All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or Grantee confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The State 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 State, 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 State, 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 State. 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 State. Annual and final report documents to be completed by the Grantee shall appear on the State'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. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

The Grantee shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Grantee agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Grantee access, and to only use such data for the exclusive purpose of performing its duties under this Grant Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Grantee shall be reported to the State within twenty-four (24) hours. Grantee shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Grantee's failure to comply with this section.

E.3. 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.

By the signature below, the Grantee hereby agrees to the above Grant Contract/Assurances.

_____

Grantee Name

_____

Signature of Authorized Grantee Representative

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-600

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/26/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approval of grant assurances for School Turnaround Program grant in the amount of $125,000 each for Northwest Middle School and Green Magnet Academy to be used solely for TDOE-approved turnaround vendor services.

Cost to Knox County Schools

0

Description and Type of Funding Source

TDOE

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

RLA-18890 **8.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
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 Grant Contract with the State of Tennessee, Tennessee Arts Commission for the term of July 1, 2026 through June 30, 2027 and receipt of grant funding in the amount of $3,000.00 to fund Professional Learning for KCS Visual Arts.
(Schools)

Attachments

Contract

Fiscal Note

Docusign Envelope ID: 9F893969-3B29-826D-80B1-2EA8A1279674

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
07/01/2026	06/30/2027	31625- 29836	Pursuant to DGA 89944

Grantee Legal Entity Name	Edison Vendor ID
Knox County Schools	2699

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number NA

Grantee's fiscal year end June Year End Month 30

Service Caption (one line only)

Arts Program Categorical Grants: Arts Education Mini-Grant (AE-MG)

Funding —

FY	State	Federal	Interdepart -mental	Other	TOTAL Grant Contract Amount
2027					$3,000.00
TOTAL:					**$3,000.00**

Grantee Selection Process Summary

☒ Competitive Selection — As described in delegated grant authority 89944

☐ 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.

Speed Chart (optional)	Account Code (optional)
3162528000	71303000

Accounting Detail for PO

FEDERAL FUNDS:

AC151 state plan = MCI & PS w/fed funds except PS with Underserved & AE listed below,
AC148 arts ed = PS 28054, 27478 & 28144 only
AC152 under comm = PS 28034 & AA w/fed funds
AC153 Arts & Health = TARH w/fed funds

STATE FUNDS:

AC147 State Match = MCI, PS, AA if fed funds included

OR

If no NEA funds, then speed chart listed to left.

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE ARTS COMMISSION
AND
Knox County Schools

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Arts Commission, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee, Knox County Schools, hereinafter referred to as the "Grantee," is for the provision of Arts Program Categorical services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2699

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Grantee shall plan and execute projects for the purpose of expanding, improving and developing the arts in Tennessee in the single category Arts Education Mini-Grant (AE-MG) identified below in accordance with application number 31625-29836.

a. Arts for All (AA): offers direct support for arts projects that focus on increasing participation in the arts for all Tennesseans.
b. Arts for All Mini-Grants (AAMG) designed to introduce new applicants to the grant-making process, this program offers support for new applicants for arts projects which focus on increasing participation in the arts for Tennesseans.
c. Arts Education Community Impact (AECI): Support for high-impact arts education initiatives that build sustainable, community-driven systems to address opportunities and gaps in arts education.
d. Arts Education Project Support (AEPS): Support for projects providing high-quality, hands-on arts education experiences that help stimulate learning, prosperity, health, and well-being for Tennesseans.
e. Arts Project Support (APS): Support for arts projects and activities across all disciplines that focus on community vitality and engagement.
f. Rural Arts Project Support (RAPS): Support for arts projects and activities across all disciplines that focus on community vitality and engagement in rural counties.
g. Small Rural/Urban Partnership Support (SRPS and SUPS): provides non-project assistance toward ongoing administrative and programmatic costs to small TN arts non-profit organizations with annual budget of at least $30,000 and a demonstrated history of successful state arts grants program implementation.
h. Partnership Support (PS) - provides non-project assistance toward ongoing administrative and programmatic costs. Applicants must be an established, single entity arts-committed organization or an art council or arts center responsible for their own programming.
i. Major Cultural Institutions (MCI): offers general, non-project-specific support to those well-established Tennessee Arts organizations, which represent the highest level of quality programs and administration.
j. Special Opportunities (SPECOP): provides funds for unexpected but important art activities throughout the Commission's fiscal year.
k. Technical Assistance (TA): provides funds for special technical assistance during the Commission's fiscal year and is for intensive work needed to strengthen the capacity of the applicant organization.
l. Touring Arts Program (TOUR): brings professional performers to communities across the state by providing for financial assistance to qualified Tennessee presenters. Grant funds are used to pay a portion of the negotiated artist's fee.

m. Commission Initiatives (CI): provides funds for special requests to the Commission from Tennessee organizations for one-time projects that do not fit into one of the Commission's regular grant programs,
n. Targeted Arts Development (Commission) Initiatives (TADI): supports arts programming in rural, Distressed and At-Risk counties that are not represented in the agency's current year grant portfolio. Program is designed to build capacity and develop leadership potential, while encouraging applications from the identified counties to existing Commission grant categories or programs.
o. Creative Placemaking (CP): support for projects that use arts or cultural assets to enhance the distinctive character of one or more local Tennessee places for positive economic and community outcomes.
p. Creative Placemaking Rural Arts Facilities Funds (RAFF): Funding to help build, renovate, or expand arts and cultural facilities in rural communities resulting in positive economic and community outcomes.
q. Traditional Arts Apprenticeship Program (TAAP): support designed to encourage the survival, continued development, and proliferation of Tennessee's many folklife traditions, especially those that are rare or endangered.
r. Professional Development Support (PDS): to help Tennessee art administrators and/or individual artists of all disciplines to take advantage of unique opportunities that will significantly benefit their work or career development in Tennessee.
s. Arts Education-Teacher Incentives (AETI): to help full-time K-12 educators to take advantage of unique opportunities that will significantly benefit their work or career development in arts learning.
t. Individual Artist Fellowships (IAF) awards fellowships to outstanding artists who live and work in Tennessee for the purpose of expanding, improving and developing their artistic talents.
u. Creative Aging Tennessee (CAT): support for arts learning for seniors aged 60+ resulting in positive community outcomes and reduced isolation.
v. TN Arts & Rural Health Initiative (TARH): Support for arts programs that increase health and wellness outcomes involving patients, their families, and staff in rural TN hospitals and other facilities.

A.3. Required use of Tennessee Arts Commission logo and guidance on Specialty License Plate Program promotions. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the Tennessee Arts Commission logo image supplied by the State at http://tnartscommission.org/about-us/tennessee-arts-commission-brand/. Guidelines for proper usage of the Commission logo can be found at http://tnartscommission.org/about-us/tennessee-arts-commission-brand/brand-guidelines/

In addition, all Grantees are strongly encouraged to incorporate elements from the Specialty License Plate Communications toolkit in agency communications including print advertising, websites, e-letters, social media, press releases, talking points and/or other mechanisms as may be determined effective by the Grantee. The toolkit can be found at https://tnspecialtyplates.org/partners/. If needed, the login password to the partner page is tnspecialtyplates.

Specifically, each Major Cultural Institution (MCI), Partnership Support (PS), or Small Partnership Support (Urban or Rural) grantee organization that receives public operating support is required to annually implement a structured promotional campaign for the Specialty License Plate Program within its ongoing communications program that includes **four of the five elements below**. See the Grantee Guide to Specialty License Plate Promotional Activity Documentation for FY2027. Failure of any MCI, PS, or SRPS or SUPS grantee to complete this requirement satisfactorily, as determined exclusively by the Grantor, may, at the Grantor's sole discretion, result in a reduction of 10 percent of the authorized grant total.

Specialty License Plate Promotional Activity	Documentation to retain on file Annually
1. **Coordinator.** Provide the name, title and contact information for grantee organization staff person who coordinates specialty license plate promotions and will be agency liaison with TN Arts Commission Director of Communication & Marketing; **AND**	Uploaded in Grantee Organization Profile in the TN Arts Commission online grants management system
2. **Website.** Specialty license plate program information on the grantee organization website	Screenshot of a page from website labeled "website promo"
3. **Social Media.** Feature specialty license plate promotional content in grantee's social media at least 6 times/year	Six screenshots with dates of social media posts labeled "social promo 1", "social promo 2" etc.
4. **Newsletters.** Place banner ad on e-newsletters or other viral marketing **OR** **Printed Program.** Place half page ad in the printed program book for at least six different performances or for the duration of one season	Image of six newsletters distributed over the past year OR scan of six programs Label file "Newsletters promo" OR "Program book promo"
5. **Agency-Specific Opportunity**. Identify a promotional activity specific to the grantee organization. Examples: run video spot before movie or performance starts; offer special parking for patron cars with arts license plates; hold a contest to get 100% staff/board ownership of plates, etc.	Description of custom promotion and documentation as available Label as "Custom Promo"

A.4. Grant Application. The Grantee shall employ funds made available under this grant in accordance with the project/program submitted in application number 31625-29836 (which is on file with the State in the online grants management system of the Tennessee Arts Commission at https://tnarts.fluxx.io/user_sessions/new) for "ARTcation 2027" subject to the policies of the State at http://tnartscommission.org/legal-requirements/ and to the standard state approved terms and conditions. The Grantee, under the Grant Contract, will spend funds solely for the purposes set forth in application number 31625-29836.

A.5. Affirmative Duty to Report Major Organizational Change. Any Grantee whose contract maximum liability in section C.1.exceeds $10,000 shall promptly notify the State in writing of any significant changes in the organization's structure, leadership or financial circumstances that could affect services provided under the grant contract. For all nonprofits, regardless of contract maximum liability, the loss of nonprofit status during the period of the contract is considered a significant change. Such loss must be reported and remedied within the contract period in order for the Grantee to qualify for reimbursement of allowable costs as provided in Section C.

A.6. Title VI Required Training, Non-Discrimination Policy and Complaint Process. The grantee organization shall comply with all requirements of Title VI of the Civil Rights Act 1964, including annual training of grantee or grantee organization employees utilizing materials provided by the State. TN public school grantees may meet the requirement through Title VI training system of the TN Department of Education. Written documentation of training shall be maintained for a period of three (3) full years from the date of the final payment under the grant and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. As noted in the required Title VI training certification for 2020 and going forward, the Grantee organization shall also be required to develop and/or use Title VI complaint procedures and Limited English Proficiency (LEP) policies. The Grantee shall also post Title VI poster(s) in public view at the agency's office(s) or programming site(s) and communicate its nondiscrimination policy on the agency's website or posted in a public place. Title VI posters provided by the TN Arts Commission can be downloaded

here at https://tnartscommission.org/wp-content/uploads/2026/05/Title-VI-poster.pdf and a model for a nondiscrimination policy is available here at https://tnartscommission.org/art-grants/manage-your-grant/title-vi/.

A.7. Use of National Endowment for the Arts Logo. If this grant contract includes an Attachment B Federal Award Identification Worksheet indicating federal funding, the Grantee is required to acknowledge the National Endowment for the Arts in all materials and announcements related to grant activities. The Grantee is subject to NEA grant administrative requirements. For general terms and conditions, visit: https://www.arts.gov/sites/default/files/gtc-partnership-fy25_-rev-10-21-25.pdf. For logos, visit: https://www.arts.gov/grants/manage-your-award/nea-logo.

A.8. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

b. the State grant proposal solicitation as may be amended, if any;

c. the Grantee's proposal on file in the online grants management system of the Tennessee Arts Commission at https://tnarts.fluxx.io/user_sessions/new and incorporated to elaborate supplementary scope of services specifications.

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 Three Thousand ($3,000.00) ("Maximum Liability"). Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as

they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Arts Commission
https://tnarts.fluxx.io/
To register, see http://tnartscommission.org/new-online-grants-system

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 Arts Commission.
(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. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

a. The Grantee may vary from a Grant Budget line-item amount by up to ten percent (10%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars ($0.00) or increase the total Grant Contract amount detailed by the Grant Budget.

b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than ten percent (10%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.

c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report in the Tennessee Arts Commission online grant system within thirty (30) days of the Project End Date OR May 15, June 1, or June 15, 2026 (dependent upon the grant category), whichever is sooner, 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.

a. Notwithstanding the foregoing, the Tennessee Arts Commission may contract with an entity for which a current employee of a State of Tennessee public higher education institution is providing art-related professional services as an employee or independent contractor outside his/her hours of state employment, provided that such outside employment does not conflict with applicable law or the public higher education institution's rules, policies, or guidelines.

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:

Anne B. Pope, Executive Director
Tennessee Arts Commission
320 6th Ave, N
Nashville, TN 37243-0780
Anne.B.Pope@tn.gov
Telephone # 615-741-1701
FAX # 615-741-8559

The Grantee:

Heather Casteel, Dr.
Knox County Schools
400 W Summit Hill
Knoxville, TN 37902-1814
heather.casteel@knoxschools.org
Telephone # 865-594-1727
FAX #

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. Reserved.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with 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. 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.

a. 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.

IN WITNESS WHEREOF,

GRANTEE LEGAL ENTITY NAME: Knox County Schools

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE ARTS COMMISSION:

ANNE B. POPE, EXECUTIVE DIRECTOR **DATE**

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____**, Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-599

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/26/2026

ATTACHMENT A

GRANT BUDGET				
Arts Categorical Grant: Arts Education Mini-Grant (AE-MG)				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: **BEGIN: 07/01/2026** **END: 06/30/2027**				
	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
	Salaries, Benefits & Taxes		0.00	
	Professional Fee, Grant & Award [2]	$2,000.00	0.00	$2,000.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	$1,000.00	0.00	$1,000.00
	Travel, Conferences & Meetings		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	
	Capital Purchase [2]		0.00	
	Indirect Cost		0.00	
	In-Kind Expense		0.00	
	GRAND TOTAL	**$3,000.00**	**0.00**	**$3,000.00**

[1] Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[2] Applicable detail follows this page if line-item is funded.

Docusign Envelope ID: 9F893969-3B29-826D-80B1-2EA8A1279074

ATTACHMENT A

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Professional fees as detailed in application narrative & application budget narratives	$2,000.00
ROUNDED TOTAL	$2,000.00

OTHER NON-PERSONNEL	AMOUNT
Non-personnel fees as detailed in application narrative & application budget narratives	
ROUNDED TOTAL	

CAPITAL PURCHASE	AMOUNT
Capital Purchase fees as detailed in application narrative & application budget narratives	
TOTAL	

ATTACHMENT B

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	Knox County Schools
Subrecipient's Unique Entity Identifier (SAM)	QCB4DPK11ZH5
Federal Award Identification Number (FAIN)	1951271-61-26
Federal award date	06/03/2026
Subaward Period of Performance Start and End Date	07/01/2026 - 06/30/2027
Subaward Budget Period Start and End Date	07/01/2026 - 06/30/2027
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	45.025 Promotion of the Arts Partnership Agreement
Grant contract's begin date	07/01/2026
Grant contract's end date	06/30/2027
Amount of federal funds obligated by this grant contract	NA
Total amount of federal funds obligated to the subrecipient	NA
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$1,059,938.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	To support arts programs, services, and activities associated with carrying out the agency's National Endowment for the Arts-approved strategic plan.
Name of federal awarding agency	National Endowment for the Arts
Name and contact information for the federal awarding official	Lara Holman Garritano, States & Regional Specialist National Endowment for the Arts 400 7th Street, SW Washington, DC 20506 mailto:garritanol@arts.gov, 202-682-5586
Name of pass-through entity	Tennessee Arts Commission
Name and contact information for the pass-through entity awarding official	Hal Partlow, Associate Director of Operations Tennessee Arts Commission 320 6th Ave, N Nashville, TN 37243 Hal.partlow@tn.gov, 615-741-2093
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	NA

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of TN Art Commission grant funds in the amount of $3000 for Professional Learning for KCS Visual Arts.

Cost to Knox County Schools

$0

Description and Type of Funding Source

TN Arts Commission

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

RLA-18891 **9.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
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 Memorandum of Understanding with the Boys & Girls Clubs of the Tennessee Valley and receipt of up to $114,703.15 in funding from a 2026-2027 21st Century Community Learning Center Grant for extended learning programs at Dogwood Elementary School, Norwood Elementary School, and South Knox Elementary School.
(Schools)

Attachments

Memorandum of Understanding

Fiscal Note

BOYS & GIRLS CLUBS
OF THE TENNESSEE VALLEY

Memorandum of Understanding

Date: August 10, 2026

To: Knox County Board of Education
Jon Rysewyk, Superintendent of Knox County Schools

From: Bart McFadden, CEO, Boys & Girls Clubs of the Tennessee Valley

Re: FY 2026-2027 21st Century CCLC Grant

Boys & Girls Clubs of the Tennessee Valley has received funding of up to $114,703.15 for the FY 2026-2027 21st Century Community Learning Center (CCLC) grants. Funds will be used to cover the cost of salaries and wages of part-time tutors at the schools listed below from August 10, 2026 to June 30, 2027:

- Dogwood Elementary (21st Century Cohort 22) – Up to $83,669.50
- South Knox Elementary (21st Century Cohort 22)– Up to $24,733.65
- Norwood Elementary (21st Century Cohort 23)– Up to $6,300.00

Funding in the amount of $750 will be available to KCS for timecard processing.

The attached signature page indicates acceptance of the FY 2026-27 21st Century grant funding.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-601

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/31/2026

THE TENNESSEE DEPARTMENT OF EDUCATION WILL BE MAKING UPDATES TO IMPROVE THIS WEBSITE FOR USERS AND STAKEHOLDERS. PREVIOUS LINKS AND PAGES WILL CHANGE AS WE UNDERGO THIS WORK.

Extended Learning and Afterschool Programs

The department administers funding for two different extended learning programs: Nita M. Lowey 21st Century Community Learning Centers and Lottery for Education Afterschool Programs (LEAPS) both with the goal of enhancing academic opportunities for students. Organizations can apply for funds according to the details provided below.

Information for Grantees is available here.

FY24 Nita M. Lowey 21st Century Community Learning Centers Grant Opportunity

The Tennessee Department of Education is requesting applications for the Nita M. Lowey 21st Century Community Learning Centers grant (21st CCLC). The 21st CCLC grant is awarded for five years based on a competitive application process. The application must be completed online through the department's grants management system, ePlan , by April 14, 2023, 11:59 p.m. CT; paper applications will not be accepted. A separate notification will be provided when the application is available in ePlan.

The overarching goal of the 21st CCLC program is to provide students—particularly students who attend schools in need of improvement—with academic enrichment opportunities and support services to help them meet state and local standards in the core content areas.

School districts, community-based and faith-based organizations, and other public or private organizations proposing to serve students in Tennessee are eligible to apply for funding.

In-person, regional technical assistance meetings will be held in the following locations:

Feb. 21, 9 a.m. – 12 p.m. CT – 900 East Main St, Brownsville, TN 38012

Feb. 22, 9 a.m. – 12 p.m. CT – 415 Harding Drive, Lebanon, TN 37087

Feb. 23, 9 a.m. – 12 p.m. ET – 1801 Downtown West Blvd, Knoxville, TN 37917

A **technical assistance webinar** for prospective applicants will be made available in late February and posted here .

Questions about the application process should be sent to Extended.Learning@tn.gov .

Lottery for Education: Afterschool Programs

FY24 Nita M. Lowey 21st Century Community Learning Centers Grant Opportunity

The Tennessee Department of Education is requesting applications for the Nita M. Lowey 21st Century Community Learning Centers grant (21st CCLC). The 21st CCLC grant is awarded for five years based on a competitive application process. The application must be completed online through the department's grants management system, ePlan, by April 14, 2023, 11:59 p.m. CT; paper applications will not be accepted. A separate notification will be provided when the application is available in ePlan.

The overarching goal of the 21st CCLC program is to provide students—particularly students who attend schools in need of improvement—with academic enrichment opportunities and support services to help them meet state and local standards in the core content areas.

School districts, community-based and faith-based organizations, and other public or private organizations proposing to serve students in Tennessee are eligible to apply for funding.

In-person, regional technical assistance meetings will be held in the following locations:

Feb. 21, 9 a.m. – 12 p.m. CT – 900 East Main St, Brownsville, TN 38012

Feb. 22, 9 a.m. – 12 p.m. CT – 415 Harding Drive, Lebanon, TN 37087

Feb. 23, 9 a.m. – 12 p.m. ET – 1801 Downtown West Blvd, Knoxville, TN 37917

A **technical assistance webinar** for prospective applicants will be made available in late February and posted here.

Questions about the application process should be sent to Extended.Learning@tn.gov.

Appendix C: Memorandum of Agreement

MEMORANDUM of AGREEMENT

Applicant Agency: Boys & Girls Clubs of the Tennessee Valley

I understand that the above agency plans to submit a 21st Century Community Learning Centers Program (CCLC) application to the Tennessee Department of Education. Our school/district agrees to the following responsibilities to ensure successful programming for our students and their family members:

1. To provide on-going opportunities for meaningful communication between the school staff and the 21st CCLC program staff;
2. To provide opportunities for school staff and 21st CCLC Program staff to plan, coordinate, and integrate curricular needs within the afterschool activities;
3. To assist in tracking student enrollment, academic and discipline information via the student information system package (SIS). To this end, 21st CCLC staff will need assistance in obtaining the state issued student identification number. Assigned school/district staff will receive participant enrollment information from the 21st CCLC program staff once per semester and will "flag" program participants in the SIS package for ***21st CCLC*** under student classification; and,
4. To assist in obtaining all relevant student data including grades, grade point average, state assessment, attendance, family, teacher, or student surveys for evaluating student progress and program effectiveness for mandatory state and federal reports. It will be the responsibility of the 21st CCLC program staff to obtain parental/legal guardian consent for the sharing of student information. The school/district shall ensure that 21st CCLC program staff maintain student confidentiality of records within the guidelines of state and federal requirements.

Certification of Participation of School or District

Name of School or District: Knox County Schools

Mailing Address: 505 Summer Place Knoxville, TN 37902

Phone: (865) 594-1620

Email: superintendent@knoxschools.org

School or District Authorized Signature:

Date: 3/10/2023

School or District Signatory Printed Name and Title: Dr. Jon Rysewyk, Superintendent

Applicant Agency Authorized Signature:

Date:

Applicant Agency Signatory Printed Name and Title: Bart McFadden, President & CEO

Boys & Girls Clubs of the Tennessee Valley's 21st Century grant for Cohort 23, will write our proposal for the following sites serving the following KCS schools:

- **Middlebrook Club (located at West Park Baptist Church off Middlebrook Pike)**
  - Cedar Bluff Primary and Intermediate School
  - Amherst Elementary
  - West Hills Elementary
  - *(Note: This site also serves other KCS schools but they can not be counted under the grant as they do not meet the 21st Century requirement that the school have a 40% free/reduced lunch rate or higher)*

- **Lonsdale Elementary Club site**
  - Lonsdale Elementary (our application will include serving the Pre-k program at this site, as well)

- **Norwood Elementary Club site**
  - Norwood Elementary

- **Regal Teen Center site**
  - Emerald Academy
  - Vine Middle
  - Gresham Middle
  - Bearden Middle
  - Holston Middle
  - Whittle Springs Middle
  - Fulton High
  - Central High

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of March, 2023, as reflected in its minutes, and certified by its Chairperson.

Kristi Kristy, Chair

Date: 3-9-2023

Approved by
Knox County Board of Education
3/9/2023

KNOX COUNTY GOVERNMENT

Glenn Jacobs, Mayor

Date: 3/13/23

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 23-033(6)

APPROVED AS TO LEGAL FORM

Gary Dupler, Deputy Law Director

Date: 2/27/2023

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

21st Century Community Learning Centers grant award for 2026-2027, supporting after school programming at Dogwood Elementary, South Knox Elementary and Norwood Elementary

Cost to Knox County Schools

0

Description and Type of Funding Source

Boys and Girls Club of the Tennessee Valley

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

RLA-18892 **10.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
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 $19,350.00. *(Schools)*

Attachments

Grant/Donation Listing

1-TVA STEM Robotics Grants

2-Peter R. Marsh Foundation Music Grant

KNOX COUNTY SCHOOLS
Grant and Donation Listing
September 2026

No.	Grantor/Donor	School/Program/ Dept Benefitted	Designation	Matching Funds	Personnel Funded	Amount
1	TVA STEM Robotics Grants	Carter Middle School, Gresham Middle School, L&N STEM Academy, Northwest Middle School, South-Doyle High School, and West High School	Robotics/STEM Programs	N/A	N/A	$17,500.00
2	Peter R. Marsh Foundation Music Grant	Hardin Valley Middle School	Music Program	N/A	N/A	$1,850.00

			TOTAL AMOUNT			**$19,350.00**

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of TVA STEM Robotics grant funds in the amount of $2500 each for West High School, Gresham Middle School, L&N Stem Academy, South Doyle High Schools, and Northwest Middle School.

Cost to Knox County Schools

$0

Description and Type of Funding Source

TVA STEM Robotics grant

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

AM

From: ANGIE MANIS
Sent: Thursday, July 30, 2026 4:00 PM
To: Naz Kavak <kavak@battelle.org>
Subject: Re: UPDATE on your Robotics Award Application with TSIN

This was sent to me but addressed to someone else. I just wanted to make sure I was the one who received the award. I hope I am.
Angie Manis

On Jul 30, 2026, at 3:34 PM, Kavak, Naz (US) <kavak@battelle.org> wrote:

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear

Thank you for submitting your proposal for the TVA STEM Robotics Awards, sponsored by TVA and BVI and administered by the Tennessee STEM Innovation Network (TSIN – Battelle). We were thrilled to receive over 300 applications, requesting over $1 million in funding – a testament to the incredible commitment to expanding robotics programs across our communities.

We are delighted to inform you that your proposal for Carter Middle School has been selected for funding in the amount of $5000 Congratulations on this achievement!

To ensure a smooth process and timely delivery of your award funds, please review the following next steps:

Next Steps to Access Your Award Funds

1. Financial Documentation Verification

- Please check this link to see if your institution's financial verification is already complete. If your institution/organization is listed, no further action is needed - simply coordinate with your district office to access the funds, which will be distributed on or before October 1.
- If your institution/organization is not listed, a financial representative from your district or charter/private school must complete the necessary forms available at TSIN Vendor Update. Forms must be uploaded directly through the provided link (not via email). Payment will be processed approximately 45 days after verification.
- **Note: Forms must be completed by the district, not the school** (except for private schools).

2. Media and Publicity

2. Media and Publicity

- Please keep this exciting news **confidential** and refrain from sharing on social media or other public platforms until **August 14.** TVA will be coordinating press releases and local outreach, and we appreciate your cooperation in maintaining confidentiality until then.
- Be on the lookout for possible communications from a TVA representative, as we are eager to feature many projects in upcoming media opportunities. While we hope to highlight many winners, selections will be based on various factors and not all winners can be featured.

3. Important Deadlines

- **Funding Spend Deadline:** All award funds must be spent by April 30, 2027.
- **Final Report Submission:** A brief final report is due by May 15, 2027. The form is available here and does not require receipts.

4. Frequently Asked Questions

- **Substitutions and Changes:** You may substitute similar items or vendors/brands as needed without prior approval. For significant changes, please use our change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, let us know via the change request form how you wish to reallocate the funds for your robotics program.
- **Reporting and Extensions:** If you anticipate difficulty meeting deadlines, please submit a request for an extension through the change request form.
- **Award Transferability:** Award funds and purchased items must remain at the original school/organization. If you are moving, please delegate the project to another teacher or contact us for fund return procedures.

If you have any additional questions or need assistance, please contact us at tsin@battelle.org.

We are excited to see the impact of your project and look forward to celebrating your success in advancing robotics education at Carter Middle School

Congratulations again!

Best regards,
The TSIN Team
Tennessee STEM Innovation Network (Battelle)

Have a question about our Robotics award program? Please email all questions to TSIN@Battelle.org

Robotics Grant Application

Demographics: Please provide a short narrative about the student demographics of your school or organization. *
Required

Our school demographics are continuously changing as our community is experiencing a lot of growth. We currently have 80% white, 9.3% Hispanic, 8.5% Black or African American, 1.3% Asian, .3% American Indian or Alaska Native.

Percent free and reduced lunch in the school

20.3%

How many students are currently in the program? (If this is a new program, how many students are anticipated?) *

Currently, there are 64 in the program. Some additional students participated in the first semester as well, making the total number of students who participated this year 92.

Are there any restrictions on which students are allowed to participate in the program? If yes, please explain.

There are no restrictions on which students can participate; they sign up for the class, and as space allows, they are put into the class. Some students who are not in class due to conflicts with other classes participate by working out a time with their teachers to come once a week, or every other week, so they can still participate. This program continues to grow. The first year of the program, 2 years ago, we had 12 students, and now we have over 90.

What are the primary goals and educational objectives of your robotics program?

One of the primary goals for this program is to have students seamlessly work through the engineering design process for each challenge they are given. Another very important goal is to develop the thinking process that just because it didn't work the first time, it does not mean it is wrong. Students are encouraged and modeled how to evaluate the robot design, performance, and weaknesses of their builds to redesign and improve. They learn to give and receive feedback on how to improve their builds, coding, and game strategies. They are taught that there is never truly a final product; everything can be improved. Along with the Robotics part of the program, the students also develop communication skills to talk to group members in a productive manner, and also to

develop game strategies with total strangers they are partnered with at competitions. It is amazing to see the leadership skills come out in some of the students not considered the best academically, but at a competition, they become so good at listening to others from other schools and working together to come up with a successful game strategy under pressure, and quickly score the most points.

Describe the structure of your program or the anticipated plan for your program, including any regular meetings, workshops, or classes that are part of the curriculum, both inside and outside of the school day.

During the first semester, there are three robotics classes during the school day. Two are beginning-level classes, where students are introduced to robotics and coding and work through increasingly difficult units, using the Engineering Design Principles to develop robots that can perform certain tasks and compete in competitions each week. One class is an advanced robotics class, and they work on designing robots and game strategies to compete in VEX-organized competitions. Second semester, another set of beginning-level robotics classes starts, and those in the beginning classes from the first semester move into advanced robotics classes and work toward the VEX Competition builds. These students begin working with the 1st semester advanced robotics students to attend competitions. They meet after school as necessary to work together and compete with each other to improve their performances and prepare for competitions.

Does the team participate in any robotics competitions? Please list these past competitions and any notable achievements or awards your program has received. (If this is a new team, please list your anticipated competition plans.)

In the 2025-2026 season, we competed in two local competitions. This is the first time any of these students has attended any VEX Competitions. They had only been competing against other teams at our school. They quickly learned the process at the competition and were able to talk with other teams, plan strategies, write new code, and do very well for their first competition. At the second competition, they doubled the points they scored from the first competition, and their teamwork really showed. They shared driving and coding skills, worked together to solve some problems they were having, and made some last-minute adjustments needed for their new strategy.

Does your robotics program currently participate in, or have plans to participate in, any established robotics platforms? If yes, please specify which platforms.

With the help of this grant, we were able to participate in this last VEX Robotics season. Students were able to attend two VEX competitions and also had in school compeititons between different grade levels and classes. With the help of this grant, we intend to compete again next year. We do not have funding for the team registration fees or event fees. At the end of the second semester, we received some drones and intend to extend our program into the drone competitions as well.

Describe the scope of your involvement or planned involvement with the above-listed platforms, including any specific competitions, educational modules, or collaborative projects you engage in or intend to engage in in the future.

The students will participate in VEX IQ competitions both at other schools and intramural competitions within our school. The students will also be branching out into drone competitions through the Rocket Drone Program, which provides a pathway to FAA certification and employment after high school graduation. The Drone program has face-to-face competitions and esports competitions, with a national competition tied to Space Camp. This is a new and exciting STEM career pathway through the robotics program at Carter Middle. With the grant, the students will be engaged in two career-building robotics/drones programs.

Highlight any unique aspects of your program, such as community involvement (please list any partners), interdisciplinary projects, or the use of innovative technologies.

We have purchased the Rocket Drone Program, which monitors and tracks flight times and skill development and can lead to FAA Drone certification as early as age 16. Students can be employable right out of high school in this growing field. The Rocket Drone company even hires some of the students who have gone through this program for their own drone jobs.

Briefly describe how participating in the robotics program has impacted the students involved. What changes or developments have you observed? If the program is new, please answer with "NA."

It has been amazing to see students who aren't the typical "good" student come out of their shells and develop leadership and mentoring skills through this program. They may not speak up in class, but mention robotics, and they can't stop talking about it. It is best said by the students themselves: "The Robotics program has helped me with problem-solving skills, making friends, and being a better person all around. Overall, this program has given me a chance to live out a lifelong dream of building and competing with robots." Parents have even been pretty vocal about the changes they have seen. "My son, Logan, has found a place in this program that both challenges him and gives him support to rise to those challenges. He is taking STEM as a class and is part of the Robotics Team at Carter. He has been able to travel to local VEX Robotics Competitions and compete as a team with his fellow Carter STEM students. As a parent, it is so encouraging to see middle school students come together and work toward a common goal and help each other score points. The program has done an amazing job pulling my reluctant student into a strong program, and I have seen firsthand how this has improved his confidence and perseverance."

Current Robotics Equipment Inventory: Provide a brief inventory of the primary equipment currently designated to your robotics program.

1 - Game Field
1 - Game Elements Kit
20 - Classroom sets (this does not include the parts needed to build a robot for the game each year; this is a basic set of parts, motors, brain, and controller
2 years' worth of game element pieces we can now use for parts on robots
4 - extra controllers
1 - Pneumatics kit

What specific activities or projects do you plan to undertake with the award funding in the upcoming year? Please describe the goals you aim to achieve through these activities. *

With the funding from this award, I plan to continue to grow the program by increasing the number of registered teams competing in VEX competitions, and also enrol a team with the Rocket Drones program. At the beginning of this last competition season, I only had enough students willing to go to competitions to field one team. By the end of the season, I had enough to have three teams, but I was not able to add teams since the local competitions were full. They were able to rotate through the one team, so they all got to experience the VEX Competitions. Many of these students would not be able to participate if there were a fee involved due to their family incomes. This grant removes that obstacle for them, and they are excited to compete again next year. I would again like to have t-shirt uniforms for them. They were so excited to get these and wore them proudly.

Budget Template

Please submit this document in **Excel** format.

School/Org Name: Carter Middle School

Contact Person's Name: Angie Manis

Email address: angie.manis@knoxschools.org

Phone Number: 865-257-2561

AMOUNT OF GRANT FUNDING APPROVED:* $ -

Please visit our website for the grant approval application

Item	Description	Quantity	Unit Cost	
Estimated Travel Costs	From travel template (required if requesting funds for travel)	NA	NA	$
Team Registration	Team registation for the VEX Program	3	$ 200.00	$
Competition Registration	Competition registriation 3 events @ $70 each for 3 teams	3	$ 210.00	$
Team Uniforms	Uniforms	1	$ 750.00	$
Coach Stipends	coachig Stipend	1	$ 1,500.00	$
Robotics Kits	Vex Competition Kits	2	$ 730.00	$
robotics Parts	Beam Kits	2	$ 30.00	$
			$ -	$
			$ -	$
			$ -	$
			$ -	$
			$ -	$
(please insert lines as needed)			$ -	$
			$ -	$
			$ -	$
			$ -	$
			TOTAL:	$

Tips:

How to convert Google Sheets to an Excel file format

Travel template can be found at:

www.tsin.org/robotics-grants

BUDGET GUIDELINES:

1. No more than 25% of funds or maximum of $750 (whichever is lower) may be used for uniforms/tshirts.
2. No more than $1,500 of funds may be used for staff stipends
3. Travel within 300 miles one way (600 miles round trip), is permitted with grant funds.

a. Exception: Travel to "Nationals" is permitted to any US location where the competition is held.

b. Funds may be used for all aspects of travel provided the majority of those traveling are students.

4. Funds may not be used to purchase:

a. Food unless during travel

b. Furniture or fixtures unless the purchase can be justified as a necessary purchase for the robotics program

c. Entertainment not related to Robotics competitions/events (such as theme parks, movies theaters, aquarium, city tour passes, etc...)

d. Cash/gift cards

e. Professional development

f. Facility construction or renovation projects

g. General office supplies not related to robotics

See our frequently asked questions at
www.tsin.org/robotics-grants

ıd the final budget amount MUST MATCH.

match and the budget cannot be accepted.

ɔS MATCH AND ARE GREEN

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-607

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/31/2026

Subject: FW: UPDATE on your Robotics Award Application with TSIN
Date: Tuesday, August 4, 2026 at 10:43:26 AM Eastern Daylight Time
From: VINCENT DAVE
To: LAURA DENTON, BRITTNEY CURLEE
Attachments: emailsignature20262027.png

Good Morning,
Here is the copy of the email with the awarded TVA STEM Robotics Award. Anything else, do let me know!

Best,



From: Kavak, Naz (US) <kavak@battelle.org>
Date: Thursday, July 30, 2026 at 3:26 PM
To: VINCENT DAVE <vincent.dave@knoxschools.org>
Subject: UPDATE on your Robotics Award Application with TSIN

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear Vincent Dave

Thank you for submitting your proposal for the TVA STEM Robotics Awards, sponsored by TVA and BVI and administered by the Tennessee STEM Innovation Network (TSIN – Battelle). We were thrilled to receive over 300 applications, requesting over $1 million in funding – a testament to the incredible commitment to expanding robotics programs across our communities.

We are delighted to inform you that your proposal for Gresham Middle School has been selected for funding in the amount of $2500 Congratulations on this achievement!

To ensure a smooth process and timely delivery of your award funds, please review the following next steps:

Next Steps to Access Your Award Funds

1. Financial Documentation Verification

- Please check this link to see if your institution's financial verification is already complete. If

your institution/organization is listed, no further action is needed - simply coordinate with your district office to access the funds, which will be distributed on or before October 1.

- If your institution/organization is not listed, a financial representative from your district or charter/private school must complete the necessary forms available at TSIN Vendor Update. Forms must be uploaded directly through the provided link (not via email). Payment will be processed approximately 45 days after verification.
- **Note: Forms must be completed by the district, not the school** (except for private schools).

2. Media and Publicity

- Please keep this exciting news **confidential** and refrain from sharing on social media or other public platforms until **August 14.** TVA will be coordinating press releases and local outreach, and we appreciate your cooperation in maintaining confidentiality until then.
- Be on the lookout for possible communications from a TVA representative, as we are eager to feature many projects in upcoming media opportunities. While we hope to highlight many winners, selections will be based on various factors and not all winners can be featured.

3. Important Deadlines

- **Funding Spend Deadline:** All award funds must be spent by April 30, 2027.
- **Final Report Submission:** A brief final report is due by May 15, 2027. The form is available here and does not require receipts.

4. Frequently Asked Questions

- **Substitutions and Changes:** You may substitute similar items or vendors/brands as needed without prior approval. For significant changes, please use our change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, let us know via the change request form how you wish to reallocate the funds for your robotics program.
- **Reporting and Extensions:** If you anticipate difficulty meeting deadlines, please submit a request for an extension through the change request form.
- **Award Transferability:** Award funds and purchased items must remain at the original school/organization. If you are moving, please delegate the project to another teacher or contact us for fund return procedures.

If you have any additional questions or need assistance, please contact us at tsin@battelle.org.

We are excited to see the impact of your project and look forward to celebrating your success in advancing robotics education at Gresham Middle School

Congratulations again!

Best regards,
The TSIN Team
Tennessee STEM Innovation Network (Battelle)

From: **VINCENT DAVE** vincent.dave@knoxschools.org
Subject: Re: UPDATE on your Robotics Award Application with TSIN
Date: August 13, 2026 at 9:20 PM
To: BRITTNEY CURLEE brittney.curlee@knoxschools.org, LAURA DENTON laura.denton@knoxschools.org

VD

4dVEg_ Sdc:

To reboot the robotics program at Gresham Middle School. The purpose is to provide opportunities for STEM, Computer Science and the after-school program to participate in robotics program on both a competitive and educational level. Doing this will also assist them in gaining insight into careers.



Robotics Grant Application Report

Form: Robotics Award Program Application

I have completed the pre-qualification questionnaire and have determined my school or organization is eligible for this award opportunity.	Yes
Application ID number (from your pre-qualification email):	3338
The pre-qualification questionnaire determined my school or organization is eligible to apply for: (This will be verified)	Level 2 Program, $2,500
Organization Name	Roots and Robots | Gresham Middle School
Organization Address	500 Gresham Rd., Knoxville, Tennessee, 37918
County	Knox
Your Name	Vincent, Dave Jr.
Your Professional Title	STEM and Computer Science Teacher
Email	vincent.dave@knoxschools.org
Phone	865-406-1617
Secondary Contact Name (Must be employed by the school or organization)	Melissa, Glover
Secondary Contact Professional Title	Gresham Middle School Principal
Secondary Contact Email	melissa.glover@knoxschools.org
Secondary Contact Phone	865-310-4797
Organization Type	Public school serving one or more of grades K-12
Is the school or organization (select one)	Urban
School District Name	Knox County Schools
School District Address	400 W. Summit Hill Drive, Knoxville, Tennessee, 37902
Demographics: Please provide a short narrative about the student demographics of your school or organization.	Gresham Middle School Demographics: White - 57.8% / African-American - 17.6% / Hispanic - 15.1% / Multiracial - 8.6% / Asian - 0.7% / Native American - 0.1% Roots and Robots demographics: African-American: 5% / Multiracial: 20% / White: 75%
Grades served at the school or program (select all that apply)	6, 7, 8
Number of students/youths in the school or organization	20

Percent free and reduced lunch in the school	55
Is this a title 1 school?	Yes
What grades are invited to be members of the robotics program?(select all that apply)	6, 7, 8
How many students are currently in the program? (If this is a new program, how many students are anticipated?)	20
Are there any restrictions on which students are allowed to participate in the program? If yes, please explain.	Students must have a good record of behavior, attendance, and grades. They also must have their parents sign a participation agreement in order to participate in the program.
What are the primary goals and educational objectives of your robotics program?	Primary Goals: -Create an inclusive work environment where all students feel valued and supported -Expose students to technology that unlocks creativity and innovation -Build strong teamwork and collaboration skills -Develop problem-solving abilities through hands-on activities -Engage students in coding and the engineering design process -Foster a culture of fun and enthusiasm for learning Educational Objectives: -Develop STEM literacy and foundational technical knowledge -Implement project-based learning to deepen understanding and engagement -Increase student engagement through interactive, meaningful activities -Build career readiness and awareness of STEM-related opportunities -Cultivate essential skills, including critical thinking, communication, and technical proficiency.
Describe the structure of your program or the anticipated plan for your program, including any regular meetings, workshops, or classes that are part of the curriculum both inside and outside of the school day.	The Roots and Robots program meets weekly on Mondays from 3:45–4:30 PM after-school for students in grades 6–8, year-round. The program is geared towards hands-on STEM projects that progress throughout the year. In the beginning, the focus is on the foundations of what each letter of STEM stands for. Followed with the basics of gardening, photography, and videography for the majority of the fall semester. During this time, we assist the school with photographing sports events. As the season cools for winter, the program gravitates towards focusing on 3D Design/Printing, coding, drones, and robotics. This would be the perfect time for the robotics team to begin. The winter semester continues with the aforementioned focus. Roots and Robots participants will get the opportunity to lead their own projects as the school garden initiative ramps up as the spring season approaches. Various meetings throughout the school year will have guest speakers from different STEM fields. Partnerships: We currently work with the Knoxville Garden Alliance Youth Education Program

Does the team participate in any robotics competitions? Please list these past competitions and any notable achievements or awards your program has received. (If this is a new team, please list your anticipated competition plans.)	Currently, our program has not participated in external competitions. However, with recent funding, we have acquired three VEX IQ Education sets and four VEX Aim robotics kits. Our goal is to establish in-school competitions utilizing our current VEX equipment and potentially expand our resources through pending grant funding. These competitions will provide students with hands-on experience in robotics, engineering design, and teamwork while building a foundation for future competitive opportunities.
Does your robotics program currently participate in, or have plans to participate in, any established robotics platforms? If yes, please specify which platforms.	At this time, we are not participating in a robotics competition platform. Our goal is to establish a competitive VEX Robotics team and participate in the VEX Robotics platform once our program has developed a stable team structure and acquired the necessary equipment to compete competitively within our school and potentially beyond.
Describe the scope of your involvement or planned involvement with the above listed platforms, including any specific competitions, educational modules, or collaborative projects you engage in or intend to engage in in the future.	Our long-term goal is to establish a strategic partnership with VEX Robotics to advance our program's competitive and educational initiatives. Prior to the current STEM leadership, Gresham Middle School maintained a working relationship with VEX Robotics. Rebuilding this partnership will accomplish multiple objectives: establishing a platform for our future competitive robotics team, integrating robotics as a focal point within STEM and Computer Science classroom instruction, and creating meaningful learning opportunities during the school day. As the partnership develops, we envision robotics evolving into a dedicated course with a comprehensive curriculum and specialized tools designed for collaborative, inclusive student learning. This dedicated program will emphasize both the enjoyment and competitive aspects of robotics, fostering student confidence and mastery through daily hands-on engagement. Students will develop critical thinking, problem-solving, and teamwork skills while gaining practical experience in engineering design and robotics technology in a supportive, inclusive learning environment.

Highlight any unique aspects of your program, such as community involvement (please list any partners), interdisciplinary projects, or the use of innovative technologies.	Roots and Robots is our flagship STEM program, encompassing hands-on activities in robotics, coding, 3D design, drone technology, and multimedia production. Beyond traditional STEM instruction, the program addresses a critical community need through an agricultural initiative focused on gardening and food security. Recognizing the food desert affecting our school community, Roots and Robots integrates agricultural education and gardening as a core program component. This initiative provides students with meaningful opportunities to engage with the community in diverse learning spaces both inside and outside the school building. Through hands-on gardening activities, students develop practical skills in sustainable agriculture while contributing to food accessibility for our community. The agricultural component of Roots and Robots is made possible through two key partnerships: Knoxville Garden Alliance: Educational partner providing expertise and resources for the gardening initiative TVA (Tennessee Valley Authority): Grant funding that enabled the development and implementation of this community-focused project Through these collaborative efforts, Roots and Robots creates a comprehensive STEM and community service experience that prepares students for academic success and civic engagement.
Briefly describe how participating in the robotics program has impacted the students involved. What changes or developments have you observed? If the program is new, please answer with "NA."	N/A
Current Robotics Equipment Inventory: Provide a brief inventory of the primary equipment currently designated to your robotics program.	(STEM/Computer Science Class) 4 VEX AIM (2025/2026) 3 VEX IQ (2025/2026) 14 VEX IQ (2014) 10 Sphero Student Robotic Kits 2 Sphero Bolt Power Packs 2 Sphero Bolts

What specific activities or projects do you plan to undertake with the award funding in the upcoming year? Please describe the goals you aim to achieve through these activities.

Classroom Robotics | Requirement: Document all steps for instructor review.
Classroom activities are in a progressive format, allowing students to learn at a consistent pace regardless of prior robotics experience.

Introduction to Robotics
Students learn fundamental robotics concepts and essential safety protocols to establish a strong foundation for all activities.

Test Drive
Working in pairs or small groups, students program robots (e.g., VEX AIM) through guided lessons and instructor support, building confidence and technical competency.

Compete
Students apply learned skills in classroom robotics competitions using VEX AIM equipment, competing against classmates and potentially other classes to reinforce problem-solving and teamwork.

Motivate
Students advance to more complex challenges using Education Robotics Kits (e.g., VEX IQ 2nd Generation).

Roots and Robots Organization Projects | Requirement: Document all steps for instructor review.
Organization members participate in progressive, project-based activities that develop advanced robotics, coding, and collaborative skills.

Ready, Set, Go
Members build or configure a robot (VEX IQ/AIM), establish competition parameters, and compete against fellow members. This introductory project familiarizes students with robotics.

Work It Out
Using available robotics equipment, members design and build a functional robotic tool incorporating coding. Students demonstrate use of their creations, connecting robotics hardware with software programming.

Drive
Members apply knowledge to build a remote-controlled vehicle using provided parts and tools. This team-based activity culminates in hallway competitions, fostering positive competitive spirit and collaborative problem-solving.

Versus
The Roots and Robots organization divides into two teams for competitive matchups. This large-group challenge develops leadership, responsibility, and advanced technical skills.

Are there any enhancements or expansions planned for your robotics program with the additional funding? This could include purchasing new equipment, expanding to more grade levels, or increasing team capacity.	Enhancements: Additional funding will support the purchase of advanced robotics equipment to establish and equip competitive robotics teams within the Roots and Robots organization. Equipment acquisitions will include: VEX IQ Robotics Kits VEX AIM Robotics Kits VEX IQ Robotics Competition Robot Sizing VEX IQ Competition Field VEX 123 / AIM Field VEX IQ Competition Set VEX IQ Engineering Notebook 3D Printer Filament (for manufacturing replacement parts and custom components)* If enough funding to purchase* This comprehensive equipment portfolio will provide students with access to industry-standard robotics platforms and advanced manufacturing technology. Expansion: Additional funding will also facilitate the expansion of robotics instruction into STEM and Computer Science classrooms and beyond, ensuring all students have opportunities to develop problem-solving skills through hands-on robotics experiences. Additionally, funds will support the recruitment of visiting professionals—robotics engineers, industry experts, and college representatives—to meet with students and increase awareness of robotics career pathways and post-secondary educational opportunities. Through these enhancements and expansions, grant funding will strengthen robotics education at Gresham Middle School, creating equitable access to STEM learning and career readiness for all students.

How do you anticipate the award funding will impact the educational outcomes of your robotics program? Describe any expected improvements in student learning, engagement, or performance.

The educational outcomes resulting from the awarded robotics program funding will be transformative. All participants will develop and enhance problem-solving skills that extend far beyond the classroom.

The robotics program will provide students with meaningful opportunities to build, design, and grow intellectually. Through hands-on robotics experiences, students will:
-Develop confidence in their technical abilities and academic work.
-Learn to collaborate effectively with peers regardless of social, economic, or educational background.
-Build inclusive teamwork skills that prepare them for diverse learning and work environments.
-Develop resilience and a growth mindset through iterative design and problem-solving.

Participation in the robotics program will evolve from a requirement to an intrinsic motivation. Students will:
-Arrive at class prepared and eager to engage with robotics content
-Take ownership of their learning and creative problem-solving
-Pursue ambitious projects and ideas without fear of failure or judgment
-Demonstrate increased enthusiasm for STEM learning and academic engagement

Students will demonstrate measurable improvements in academic performance and behavioral outcomes:
-Display a deeper understanding of STEM concepts connected to robotics and engineering design.
-Show improved focus and engagement with minimal behavioral concerns.
-Produce high-quality work, projects, and competition entries that reflect increasing technical knowledge over time.
-Achieve both short-term and long-term success in robotics, benefiting both Roots and Robots organization members and in-class participants.

Through these outcomes, the robotics program will create a culture of academic excellence, innovation, and student success.

What steps will you take to ensure the sustainability of the improvements or expansions made with this award funding? How will you continue to support these initiatives in the future?	Responsible Equipment Stewardship All equipment purchased with awarded funding will be managed with careful attention to maintenance, safety, and longevity. Students and Roots and Robots organization members will receive comprehensive instruction on proper equipment use, including safety protocols, operational procedures, and best practices. All participants are expected to: -Utilize robotics equipment responsibly and in accordance with established safety guidelines. -Share equipment equitably with team members and classmates. -Maintain equipment in optimal condition through proper handling and care. -Understand the capabilities and limitations of each robotics platform. Instruction will emphasize both foundational equipment use and advanced applications, preparing students to extend their robotics skills beyond the school environment as they progress in the program. Long-Term Sustainability & Support Continued support and expansion of robotics initiatives will be secured through diverse funding and partnership strategies: -School-Based Competitions: Host internal and inter-school robotics competitions to generate student engagement and demonstrate program excellence. -Fundraising Initiatives: Organize community fundraising events to support equipment maintenance, replacement, and expansion. -School Community Buy-In: Build stakeholder support through parent involvement, staff collaboration, and transparent communication about program outcomes and impact Industry Partnerships: Cultivate relationships with corporate sponsors and technology industry professionals who can provide financial support, mentorship, and donated equipment. Guest Speaker Programs: Coordinate visits from robotics engineers and STEM professionals to inspire student interest and strengthen community connections Through these strategic initiatives, the robotics program will establish a sustainable foundation for continued growth and success.
Budget File Upload	 Roots_and_Robots_|_Gresham_Middle_School_Dave_Jr._.xlsx
Have you requested furniture or fixtures as a part of your award? If yes, please explain why these purchases are necessary and how they will be used for the robotics program.	N/A
Travel Template Upload	
I AGREE to the acknowledgement and branding requirements listed above.	true

I acknowledge that I am the team leader who wrote this award and I will be the one performing the work.	I agree.
Should I be awarded funding, I agree to fully expend the funds as outlined in the submitted proposal by April 30, 2027.	I agree.
Should I be awarded funding, I agree to submit the required online report on or before May 15, 2027.	I agree.
Should I be awarded funding, I give TVA, BVI, and Battelle Education permission to use all information in the submitted proposal in press releases, on their website, and/or in publications both in print and online.	I agree.
I understand that awards can only be made to an organization via ACH and will not be made to an individual. A W9 for the organization and ACH form will be required. Organizations unable to accept ACH payments are not eligible.	I agree.
Would you like to sign up for our newsletter and receive notifications of other STEM opportunities in your area?	Yes
Unique ID	A1531
Added Time	13-May-2026 21:02:39
Google Docs Status	Success
Referrer Name	
PDF Status	Successful at 13-May-2026 09:02 PM.
Task Owner	tsin@battelle.org

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____**, Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-602

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

Dear Veronica Cordell-

Thank you for submitting your proposal for the TVA STEM Robotics Awards, sponsored by TVA and BVI and administered by the Tennessee STEM Innovation Network (TSIN – Battelle). We were thrilled to receive over 300 applications, requesting over $1 million in funding – a testament to the incredible commitment to expanding robotics programs across our communities.

We are delighted to inform you that your proposal for L&N STEM Academy - Robotics Team has been selected for funding in the amount of $2500 Congratulations on this achievement!

To ensure a smooth process and timely delivery of your award funds, please review the following next steps:

Next Steps to Access Your Award Funds

1. Financial Documentation Verification

- Please check this link to see if your institution's financial verification is already complete. If your institution/organization is listed, no further action is needed - simply coordinate with your district office to access the funds, which will be distributed on or before October 1.
- If your institution/organization is not listed, a financial representative from your district or charter/private school must complete the necessary forms available at TSIN Vendor Update. Forms must be uploaded directly through the provided link (not via email). Payment will be processed approximately 45 days after verification.
- **Note: Forms must be completed by the district, not the school** (except for private schools).

2. Media and Publicity

- Please keep this exciting news **confidential** and refrain from sharing on social media or other public platforms until **August 14.** TVA will be coordinating press releases and local outreach, and we appreciate your cooperation in maintaining confidentiality until then.
- Be on the lookout for possible communications from a TVA representative, as we are eager to feature many projects in upcoming media opportunities. While we hope to highlight many winners, selections will be based on various factors and not all winners can be featured.

3. Important Deadlines

- **Funding Spend Deadline:** All award funds must be spent by April 30, 2027.
- **Final Report Submission:** A brief final report is due by May 15, 2027. The form is available here and does not require receipts.

4. Frequently Asked Questions

- **Substitutions and Changes:** You may substitute similar items or vendors/brands as needed without prior approval. For significant changes, please use our change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, let us know via the change request form how you wish to reallocate the funds for your robotics program.
- **Reporting and Extensions:** If you anticipate difficulty meeting deadlines, please submit a request for an extension through the change request form.
- **Award Transferability:** Award funds and purchased items must remain at the original school/organization. If you are moving, please delegate the project to another teacher or contact us for fund return procedures.

If you have any additional questions or need assistance, please contact us at tsin@battelle.org.

We are excited to see the impact of your project and look forward to celebrating your success in advancing robotics education at L&N STEM Academy - Robotics Team

Congratulations again!

Best regards,

The TSIN Team

Tennessee STEM Innovation Network (Battelle)

Have a question about our Robotics award program? Please email all questions to TSIN@Battelle.org

TSIN/TVA Robotics Award Grant Application May 2026

Goals and educational objectives of the program

Gryphon Command works to provide opportunities for L&N STEM Academy students to push beyond the classroom to be equipped to engage and solve current and future challenges in their communities through mechanical engineering, electrical engineering, programming, and STEM entrepreneurship via robotics. Through outreach, the team endeavors to inspire younger students and the wider community to engage with STEM education, robotics, and emerging technologies.

Our team goals are to:

- Build robustly with detailed documentation
- Experiment with new materials, parts, and technology
- Recruit new students in all grade levels, and expand our capacity for teaching them the skills they need in their first year
- Recruit new community mentors in multiple skill areas
- Improve our productivity with better CAD skills
- Increase our funding by reconnecting with past sponsors and recruiting new partners
- Provide impactful experiences to our team members with superb engineering and collaboration skills
- Inspire a younger generation of students to study STEM fields through our outreach programs

Describe the structure of the program - regular meetings, workshops, classes both inside and outside of the school day.

Our team members put in an average of more than 200 hours each after school hours over the course of the school year, not including competitions, which are usually about 20 hours each.

In the Spring Semester Build Season, the team meets four weeknights for three hours each, some all-day Saturday workshops, and some Sunday afternoon drive practices at other schools to build and prepare for competitions.

In the Fall, our robotics team meets 2 hours after school on Tuesdays and Thursdays, focusing on both teaching new members the skills they need and engaging veteran members with new materials, parts, and problem-solving tasks. There is one 40-minute meeting each week during the school day for both the rookies and the leadership team, separately, to introduce new members to the basics of robotics competition and prototyping and to allow the leadership team to set weekly goals for our after school meetings.

In the Spring, the team meets four weeknights for three hours each, some all-day Saturday workshops, and some Sunday afternoon drive practices at other schools.
Throughout the school year, our team also attends youth STEM outreach events at our school, at elementary and middle schools, and at other local venues, like The Muse Knoxville Children's Museum.

Inside the school day, our team members learn the basics of engineering, coding, and CAD SolidWorks in our school's CTE classes: Computer Science Foundations, Coding 1 & 2, Principles of Engineering, Engineering 1 & 2, and Robotics & Automated Systems.

The team is led by three school faculty members and eight community mentors.

List past robotics competitions and any notable achievements or awards the program has received

Each Spring, our team competes in two FIRST regional competitions. In addition, each September, we participate in the postseason Robo-Rodeo at the Tennessee Valley Fair in Knoxville.

Our past awards include:
2026 - FIRST World Championship - Newton Division Finalist
2026 - Rocket City Regional - Alliance Captain, Finalist, and Innovation in Control Award
2026 - Smoky Mountain Regional - Alliance Captain and Gracious Professionalism Award
2025 - Smoky Mountain Regional - Alliance Captain and Finalist
2025 - Rocket City Regional - Alliance Captain and Imagery Award
2023 - Smoky Mountain Regional - Imagery Award
2020 - Arkansas Regional - Imagery Award
2019 - Bayou Regional - Imagery Award
2019 - Smoky Mountain Regional - Imagery Award
2018 - Smoky Mountain Regional - Imagery Award
2017 - Miami Valley Regional- Imagery Award
2017 - Smoky Mountain Regional - Entrepreneurship Award
2017 - FIRST Championships - Imagery Award
2016 - Rocket City Regional - Entrepreneurship Award
2015 - Smoky Mountain Regional - Imagery Award

Does your robotics program currently participate in, or have plans to participate in established robotics platforms?

Competition Platforms: FIRST Robotics
Learning Platforms: Arduino, Micro Servo Motors, Microbits, Ozobots, Finch Robots, VEX

Describe the scope of your involvement or planned involvement with the above listed platforms, including specific competitions, educational modules, collaborative projects now and in future.

- Our team plans to continue to compete in FIRST Robotics this year, attending the TN Valley Fair Robo-Rodeo, the Smoky Mountain Regional, and the Rocket City Regional.
- We use VEX V5 kits to train rookie FIRST team members who are new to robotics in general in the Robotics & Automated Systems class.
- Our freshman CTE courses use a flock of Finch Robots to introduce fundamental concepts in computational thinking, Microbits to introduce programming, Arduino as microcontrollers, and Micro Servo Motors to provide hands-on experience with feedback and position control and pulse width modulation.
- Ozobots are used to introduce basic coding principles at youth outreach events.

Highlight unique aspects of the program, like community involvement, partners, interdisciplinary projects, use of innovative technologies.

One of the most defining aspects of our team is the complete transformation we have undergone in the past two years. We are currently ranked #2 in the state of Tennessee, a big advance from two years ago when we were consistently in the bottom 10%, not in small part due to increased funding, including last year's TVA Robotics Award, resulting in more robust building. Following significant turnover in school mentorship and ongoing challenges with member retention after the 2020 pandemic, we entered the 2024–2025 season with a renewed vision and structure. Our team introduced an entirely new school coaching staff, rebranded from the historically inspired STEMpunks to the bold, futuristic identity of Gryphon Command, and welcomed 30 rookie members. Combined with the return of 16 veteran students, our team grew to 46 members total. The following year, we grew to 75 members. We are especially proud that 30% of our team is now composed of young women, reflecting our continued commitment to inclusion and diversity in STEM. Additionally, we expanded our leadership by adding two new dedicated community mentors, bringing our total mentor count to eleven, three of whom are women. These changes created a more unified, organized, and successful environment for our team throughout the season.

Beyond our work in competition robotics, our team is deeply committed to STEM outreach within both our school and the greater community. Throughout the year, we serve as STEM ambassadors by attending and demonstrating at a wide variety of events. Each August, we recruit new members and showcase robotics at our school's Back to School Bash. In September, we participate in the Robo-Rodeo at the Tennessee Valley Fair, and in October, we engage younger audiences at the Muse of Knoxville's Children's Robotics Festival through interactive robot play stations and CAD demonstrations. We bring similar activities to our school's Haunted Station fall festival, where local students are invited to experience hands-on STEM activities. Later in the fall, our members volunteer at the regional LEGO competition Bricks & Blocks. In the spring, we demonstrate our latest competition robot at our school's

STEMposium and at other local STEM events. We are currently developing a formal mentorship partnership with the school in hopes of creating long-term relationships that encourage students to pursue STEM education and careers.
In addition to inspiring future generations through outreach, our team continually strives to innovate technically. In 2025, we implemented lightweight plastic extrusion within our robot's elevator system. This innovative design reduced overall robot weight, allowing us to allocate more of our weight limit to other critical systems while also achieving a faster elevator than most competing teams. In the offseason, we developed an object-detection system designed to streamline game piece intake. Using an onboard camera connected to an auxiliary co-processor, our robot runs a neural network trained to recognize game pieces. Once detected, the robot can autonomously track and collect the piece, reducing driver workload and improving overall efficiency. This builds upon our successful implementation of vision systems during the 2025 season, where we achieved the third-highest autonomous performance at one of our regional events. By utilizing advanced vision-based localization, our robot was able to identify its position on the field at all times and score game pieces entirely autonomously during matches.

How has the program impacted the students? What changes or developments have you observed?

Our robotics team is the largest organization at our school and provides a wide range of opportunities to ensure that every student can find a place where they belong. Through collaboration, problem-solving, and hands-on engineering experience, team members develop valuable skills that help prepare them for future careers.

Thanks to one-time funding we received last year, we were able to purchase an FRC Kitbot that rookie members had the opportunity to build, wire, program, and drive themselves. We were able to enter this robot at the offseason competition hosted during the Tennessee Valley Fair, giving rookies an exciting introduction to the world of FRC..This year, we have taken an additional step to ensure that new members have an engaging and enriching rookie year while gaining as much hands-on experience as possible, and we are currently in the process of building three separate driveable chassis.

We have also seen a rise in graduating seniors entering science and engineering fields, from electrical and aerospace engineering to computer science and applied AI.

Provide a brief inventory of the primary equipment currently designated to your robotics program.

Our team has two rolling tool chests (one for mechanical and one for electrical), basic hand tools and accessories, one carbon fiber printer, one laptop, a hydraulic cart, two robot controllers, storage cabinets, and several robot batteries.

What specific activities or projects do you plan to undertake with the award funding in the upcoming year? Describe the goals you aim to achieve through these activities.

We plan to have three robots in production at all times in the upcoming year to help accommodate the great amount of interest we have in terms of increased team membership. We had 75 team members in the past school year, and we are continuing to work hard to make sure that everyone who wants to learn about robotics gets that chance. In order to keep several projects going at once, we will need a great amount of supplies in regards to aluminum extrusion, hex shafts, churro rods, motors, motor controllers and wheels. In addition, our batteries are getting old and aren't keeping enough charge to keep up with the more powerful motors we are using, so we need new batteries.

Are there any enhancements or expansions planned for your robotics program with the additional funding? New equipment? More grade levels? Increasing team capacity?

In order to accommodate the very large number of students interested in our program, we must have additional supplies and components. Having additional prototyping materials ensures everyone gets a hands-on robotics experience with the opportunity for multiple iterations.

How do you anticipate the award funding will impact the educational outcomes of your robotics program? Describe any expected improvements in student learning, engagement, or performance.

During the past school year, our team has travelled to FIRST World Championships to compete. This was a very defining experience for our students, who only a couple of years ago had no hope of competing at the world stage. Now, we have an enormous amount of interest in our program, and we want the opportunity to engage all of these students in a quality learning experience that prepares them for future educational opportunities and careers. We must keep our momentum of success going to sustain this large and valuable program. The award funding will allow us to have the supplies and components necessary for this engagement.

What steps will you take to ensure the sustainability of the improvements or expansions made with this award funding? How will you continue to support these initiatives in the future?

Our past year's accomplishments as well as next year's innovations funded by this grant are springboards for new community sponsorships and other grants. Our recent success and newfound confidence drives our team's enthusiasm for the robotics program, making sure that our team members continue to stay involved in the program and attracting new recruits. We increased our funding by 400% last year, but we still have a need for more in order to be competitive, keep up with the newest technology, and meet our innovation objectives. We feel

that our current momentum will drive fundraising this year for an even more successful budget increase, as it did last year. Great steps are being taken to continue to increase our team's learning and funding by identifying stakeholders within the school and the community to set goals and objectives, pinpoint potential sponsors, and be innovative with fundraising strategies.

Budget:

½" churros 36"x10	117
½" rounded hex shafts 36"x13	351
3 Kraken x60 motors	653.97
Battery 2-pack x3	360
Maxtube extrusion 2x1 predrilled grid 1/16" 47"x10	287.50
Maxtube extrusion 2x1 predrilled grid ⅛" 47"x10	397.50
Maxtube extrusion 1x1 predrilled grid 1/16" 47x6	132
Maxtube extrusion 1x1 predrilled grid ⅛" 47"x6	198
Total	$2,500

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____**, Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-603

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/31/2026

From: Kavak, Naz (US) <kavak@battelle.org>
Sent: Thursday, July 30, 2026 3:26 PM
To: TRACY ANDERSON <tracy.anderson@knoxschools.org>
Subject: UPDATE on your Robotics Award Application with TSIN

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear Tracy Anderson

Thank you for submitting your proposal for the TVA STEM Robotics Awards, sponsored by TVA and BVI and administered by the Tennessee STEM Innovation Network (TSIN – Battelle). We were thrilled to receive over 300 applications, requesting over $1 million in funding – a testament to the incredible commitment to expanding robotics programs across our communities.

We are delighted to inform you that your proposal for Northwest Middle School has been selected for funding in the amount of $2500 Congratulations on this achievement!

To ensure a smooth process and timely delivery of your award funds, please review the following next steps:

Next Steps to Access Your Award Funds

1. Financial Documentation Verification

- Please check this link to see if your institution's financial verification is already complete. If your institution/organization is listed, no further action is needed - simply coordinate with your district office to access the funds, which will be distributed on or before October 1.
- If your institution/organization is not listed, a financial representative from your district or charter/private school must complete the necessary forms available at TSIN Vendor Update. Forms must be uploaded directly through the provided link (not via email). Payment will be processed approximately 45 days after verification.
- **Note: Forms must be completed by the district, not the school** (except for private schools).

2. Media and Publicity

- Please keep this exciting news **confidential** and refrain from sharing on social media or other public platforms until **August 14.** TVA will be coordinating press releases and local outreach, and we appreciate your cooperation in maintaining confidentiality until then.

- Be on the lookout for possible communications from a TVA representative, as we are eager to feature many projects in upcoming media opportunities. While we hope to highlight many winners, selections will be based on various factors and not all winners can be featured.

3. Important Deadlines

- **Funding Spend Deadline:** All award funds must be spent by April 30, 2027.

- **Final Report Submission:** A brief final report is due by May 15, 2027. The form is available here and does not require receipts.

4. Frequently Asked Questions

- **Substitutions and Changes:** You may substitute similar items or vendors/brands as needed without prior approval. For significant changes, please use our change request form.

- **Unspent Funds:** If you have surplus funds due to budget changes, let us know via the change request form how you wish to reallocate the funds for your robotics program.

- **Reporting and Extensions:** If you anticipate difficulty meeting deadlines, please submit a request for an extension through the change request form.

- **Award Transferability:** Award funds and purchased items must remain at the original school/organization. If you are moving, please delegate the project to another teacher or contact us for fund return procedures.

If you have any additional questions or need assistance, please contact us at tsin@battelle.org.

We are excited to see the impact of your project and look forward to celebrating your success in advancing robotics education at Northwest Middle School

Congratulations again!

Budget Template

Please submit this document in **Excel** format.

School/Org Name: Northwest Middle School

Contact Person's Name: Tracy Anderson

Email address: tracy.anderson@knoxschools.org

Phone Number: 865-594-1345, cell 865-405-9037

The amount of gr

If these number are

PLEASE MAKE

AMOUNT OF GRANT FUNDING APPROVED:* $ 2,500

Please visit our website for the grant approval application

Item	Description	Quantity	Unit Cost	Total Cost
Estimated Travel Costs	From travel template (required if requesting funds for travel)	NA	NA	$ -
Registration	FLL Challenge team registration, 26-27 season	2	$ 289.00	$ 578.00
Season Challenge Kit 26-27	FLL Challenge set, 26-27 season	1	$ 110.00	$ 110.00
Registration	VEX-IQ team registration, 26-27 season	4	$ 200.00	$ 800.00
				$ -
VIQRC 26-27 Field set-up kit	Level Up" Full Game & Field Element Kit	1	$ 180.00	$ 180.00
VEX EXP Education Kit	Robot kit for TSA Robotics Event ($819.49), plus shipping	1	$ 832.00	$ 832.00
			$ -	$ -

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-604

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/31/2026

To: KATHLEEN DEVINNEY <kathleen.mcnamara@knoxschools.org>
Subject: UPDATE on your Robotics Award Application with TSIN

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear Katie DeVinney

Thank you for submitting your proposal for the TVA STEM Robotics Awards, sponsored by TVA and BVI and administered by the Tennessee STEM Innovation Network (TSIN – Battelle). We were thrilled to receive over 300 applications, requesting over $1 million in funding – a testament to the incredible commitment to expanding robotics programs across our communities.

We are delighted to inform you that your proposal for South-Doyle High School has been selected for funding in the amount of $2500 Congratulations on this achievement!

To ensure a smooth process and timely delivery of your award funds, please review the following next steps:

Next Steps to Access Your Award Funds

1. Financial Documentation Verification

- Please check this link to see if your institution's financial verification is already complete. If your institution/organization is listed, no further action is needed - simply coordinate with your district office to access the funds, which will be distributed on or before October 1.
- If your institution/organization is not listed, a financial representative from your district or charter/private school must complete the necessary forms available at TSIN Vendor Update. Forms must be uploaded directly through the provided link (not via email). Payment will be processed approximately 45 days after verification.
- **Note: Forms must be completed by the district, not the school** (except for private schools).

2. Media and Publicity

- Please keep this exciting news **confidential** and refrain from sharing on social media or other public platforms until **August 14.** TVA will be coordinating press releases and local outreach, and we appreciate your cooperation in maintaining confidentiality until then.
- Be on the lookout for possible communications from a TVA representative, as we are eager to feature many projects in upcoming media opportunities. While we hope to highlight many winners, selections will be based on various factors and not all winners can be featured.

3. Important Deadlines

- **Funding Spend Deadline:** All award funds must be spent by April 30, 2027.
- **Final Report Submission:** A brief final report is due by May 15, 2027. The form is available here and does not require receipts.

4. Frequently Asked Questions

- **Substitutions and Changes:** You may substitute similar items or vendors/brands as needed without prior approval. For significant changes, please use our change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, let us know via the change request form how you wish to reallocate the funds for your robotics program.
- **Reporting and Extensions:** If you anticipate difficulty meeting deadlines, please submit a request for an extension through the change request form.
- **Award Transferability:** Award funds and purchased items must remain at the original school/organization. If you are moving, please delegate the project to another teacher or contact us for fund return procedures.

If you have any additional questions or need assistance, please contact us at tsin@battelle.org.

We are excited to see the impact of your project and look forward to celebrating your success in advancing robotics education at South-Doyle High School

Congratulations again!

Best regards,
The TSIN Team
Tennessee STEM Innovation Network (Battelle)

Have a question about our Robotics award program? Please email all questions to TSIN@Battelle.org

Budget Template

Please submit this document in **Excel** format.

School/Org Name: South Doyle High School Robotics

Contact Person's Name: Katie DeVinney

Email address: kathleen.mcnamara@knoxschools.org

Phone Number: 510-672-5127

The amount of gr

If these number are

PLEASE MAKE

AMOUNT OF GRANT FUNDING APPROVED:* $ 2,500

Please visit our website for the grant approval application

Item	Description	Quantity	Unit Cost	Total Cost
Registration Costs	Registration for Smoky Mountain Regional	1	$ 6,000.00	$ 2,500.00
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-605

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/31/2026

Subject: UPDATE on your Robotics Award Application with TSIN

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear James Jordon

Thank you for submitting your proposal for the TVA STEM Robotics Awards, sponsored by TVA and BVI and administered by the Tennessee STEM Innovation Network (TSIN – Battelle). We were thrilled to receive over 300 applications, requesting over $1 million in funding – a testament to the incredible commitment to expanding robotics programs across our communities.

We are delighted to inform you that your proposal for West High School NJROTC has been selected for funding in the amount of $2500 Congratulations on this achievement!

To ensure a smooth process and timely delivery of your award funds, please review the following next steps:

Next Steps to Access Your Award Funds

1. Financial Documentation Verification

- Please check this link to see if your institution's financial verification is already complete. If your institution/organization is listed, no further action is needed - simply coordinate with your district office to access the funds, which will be distributed on or before October 1.
- If your institution/organization is not listed, a financial representative from your district or charter/private school must complete the necessary forms available at TSIN Vendor Update. Forms must be uploaded directly through the provided link (not via email). Payment will be processed approximately 45 days after verification.
- **Note: Forms must be completed by the district, not the school** (except for private schools).

2. Media and Publicity

- Please keep this exciting news **confidential** and refrain from sharing on social media or other public platforms until **August 14**. TVA will be coordinating press releases and local outreach, and we appreciate your cooperation in maintaining confidentiality until then.
- Be on the lookout for possible communications from a TVA representative, as we are eager to feature many projects in upcoming media opportunities. While we hope to highlight many winners, selections will be based on various factors and not all winners can be featured.

3. Important Deadlines

- **Funding Spend Deadline:** All award funds must be spent by April 30, 2027.
- **Final Report Submission:** A brief final report is due by May 15, 2027. The form is available here and does not require receipts.

4. Frequently Asked Questions

- **Substitutions and Changes:** You may substitute similar items or vendors/brands as needed without prior approval. For significant changes, please use our change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, let us know via the change request form how you wish to reallocate the funds for your robotics program.
- **Reporting and Extensions:** If you anticipate difficulty meeting deadlines, please submit a request

for an extension through the change request form.

- **Award Transferability:** Award funds and purchased items must remain at the original school/organization. If you are moving, please delegate the project to another teacher or contact us for fund return procedures.

If you have any additional questions or need assistance, please contact us at tsin@battelle.org.

We are excited to see the impact of your project and look forward to celebrating your success in advancing robotics education at West High School NJROTC

Congratulations again!

Best regards,
The TSIN Team
Tennessee STEM Innovation Network (Battelle)

Have a question about our Robotics award program? Please email all questions to TSIN@Battelle.org

Budget Template

Please submit this document in **Excel** format.

School/Org Name: West High School NJROTC

Contact Person's Name: James Jordon

Email address: james.jordon@knoxschool.org

Phone Number: 865-594-4494 (work) or 757-450-8125 (cell)

The amount of gr
If these number are
PLEASE MAKE

AMOUNT OF GRANT FUNDING APPROVED:* $ 2,500

Please visit our website for the grant approval application

Item	Description	Quantity	Unit Cost	Total Cost
Estimated Travel Costs	From travel template (required if requesting funds for travel)	NA	NA	$ 510.00
Drones	Robolink CoDrones	4	$ 249.00	$ 996.00
Drone Competition-Union County	Entry Fees for competition	2	$ 50.00	$ 100.00
Drone Competition-Oak Ridge	Entry Fees for competition	2	$ 50.00	$ 100.00
Drone Competition-Central	Entry Fees for competition	2	$ 50.00	$ 100.00
Drone National Championship	Entry Fees for competition	1	$ 395.00	$ 294.00

KCS | DR. JON RYSEWYK
Superintendent
KNOX COUNTY SCHOOLS

May 14, 2026

Mr. Jordon,

This letter is your pre-approval to seek grant funds to purchase classroom kits for building drones and traveling to competitions for the NJROTC program at West High School.

Final approval of any programming taking place within Knox County Schools is contingent upon acceptance by your principal/supervisor and/or appropriate curricular leads.

It is highly recommended that all applications for funding, including budget creation, be developed in conjunction with the KCS Grants Department. Please feel free to respond by email to me for assistance. All projects involving Facility changes should first complete and submit the FA-100 form.

All grant awards must be formally reviewed and accepted by the KCS Board of Education. Receipt of grant application pre-approval does not guarantee award acceptance. This pre-approval should be included alongside the grant narrative and budget on the district routing form when seeking Board approval after funds are awarded. Further, any research, whether grant funded or not, requires separate approval from the KCS Research Committee. Any grants including the purchasing of assets should seek input from the Asset Property Manager (assetmanager@knoxschools.org) to ensure proper procedures are followed.

Please contact me at 865-594-8080 if you need further assistance with this or any funding needs.

Thank you,

Heather V. Henderlight

Heather V. Henderlight
Grant Development | Project Management

Robotics Award Program - Eligibility Form

1 2 3 4 5 6 7 8 9

Welcome

TVA | BVI

Robotics

Today's youth will become tomorrow's creators and thinkers. They will become the engineers and tradespeople meeting future energy industry challenges. That's why TVA, in partnership with Bicentennial Volunteers Inc., a TVA retiree organization, are investing in our youth through the new TVA Robotics Award Program in addition to the TVA STEM classroom awards program that began in 2015. Together with the Tennessee STEM Innovation Network (TSIN) we are supporting learning opportunities, encouraging competition participation, assisting in team setup and enhancing core skills in robotics. By investing in our youth, we are building the future of our communities.

Why Robotics Awards?
Robotics fosters creativity, problem-solving and teamwork -- skills that are essential for success in the workforce of tomorrow. By introducing students to robotics at an early age, we're helping them develop critical thinking skills that will set them up for future opportunities. This award provides an opportunity to bring cutting-edge technology and hands-on learning to schools and robotics programs outside of the classroom.

What is a robotics team?

A robotics team is an educational initiative designed to teach robotics concepts and engineering principles to a structured group of students who collaborate to design, build, and program robots with the intention to compete in organized competitions at various levels—classroom, local, regional, or beyond. Teams typically follow a structured curriculum that introduces students to robotics fundamentals, problem-solving, and critical thinking. Teams are also goal-oriented, focusing on strategy, innovation, and teamwork to excel.

Please read the following eligibility and award rules prior to filling out this form. If you agree, you may proceed through the form to confirm eligibility and amount. This form may only be filled out once so please answer carefully.

Next

Robotics Award Program - Eligibility Form

2 — 3 — 4 — 5 — 6 — 7 — 8 — 9 — 10 — 11

RESULTS - SCREENSHOT THIS PAGE

Level 2 Program
Your program is eligible to apply for **$2,500** in funding. Please screenshot or write down your program level and funding amount displayed here. You will need this information for your application.

Please press SUBMIT below to receive your confirmation email with a link to apply.

Please note that this is a pre-qualification and not a promise for funding. An award application is required.

Do not press refresh or back.

SUBMIT

11/11

Robotics Award Program Application

Please view our FAQ at www.tsin.org/robotics-awards

1 2 3 4 5 (6) 7 8 9

Robotics Program Information

What grades are invited to be members of the robotics program?(select all that apply) *

- [ ] K
- [ ] 1
- [ ] 2
- [ ] 3
- [ ] 4
- [ ] 5
- [ ] 6
- [ ] 7
- [ ] 8
- [x] 9
- [x] 10
- [x] 11
- [x] 12

How many students are currently in the program? (If this is a new program, how many students are anticipated?) *

9

Are there any restrictions on which students are allowed to participate in the program? If yes, please explain. *

There are no restrictions to be a part of the team.

What are the primary goals and educational objectives of your robotics program? *

In this student-led program, we focus on developing leadership, accountability, and citizenship through hands-on drone operations by coding, piloting, and competing in real-world scenarios. These activities develop analytical reasoning, problem-solving, and technical skills that are essential in today's rapidly evolving STEM fields. Through this program students research and discuss employment opportunities in robotics and unmanned systems. A unique strength of our program is its emphasis on student leadership and accountability. Every participant is given the opportunity to lead events, while a designated student leader oversees team coordination and execution. To reinforce reflection and accountability, students also maintain a detailed logbooks documenting their work, participation, and outcomes— strengthening critical thinking, communication, and responsibility. This program extends learning beyond the traditional classroom by providing access to cutting-edge technology and experiential learning opportunities. Students collaborate as a team, solve complex challenges, and engage in competitive environments that mirror real-world applications of STEM. In our first year of competition, the program achieved significant success by qualifying for and attending the National Championship, where the team earned 3rd place in the Communications event. They demonstrated excellence in both technical and interpersonal skills at a national level.

Describe the structure of your program or the anticipated plan for your program, including any regular meetings, workshops, or classes that are part of the curriculum both inside and outside of the school day. *

Our Drone Program is designed to develop student skills in both competitive drone operations and real-world aviation applications. The program is organized into two smaller competition teams that train together twice weekly, fostering collaboration while allowing for focused team-based development. During practice sessions, students engage in both coding and piloting instruction. For coding, we maintain a dedicated course where students can test, refine, and optimize their programming to improve performance and maximize scoring potential. This hands-on approach encourages problem-solving and iterative learning. Piloting training takes place on two structured courses: a solo skills course and a team-based course. These courses are designed to build precision, coordination, and strategic thinking. All team members are required to learn and demonstrate knowledge of course measurements, setup procedures, and the point

values associated with each obstacle or task, ensuring consistency and competition readiness. In addition to technical training, we provide formal instruction in drone safety and foundational flight operations, establishing safe and responsible piloting habits. Our program also includes preparation for the FAA Part 107 Remote Pilot Certification, which is required for commercial drone operation. Students who successfully pass the FAA Part 107 exam gain industry-recognized credentials, opening pathways to careers in fields such as aerial photography, surveying, agriculture, and emergency services. Through this comprehensive structure, our program equips students with technical expertise, safety awareness, and career-ready certifications.

Does the team participate in any robotics competitions? Please list these past competitions and any notable achievements or awards your program has received. (If this is a new team, please list your anticipated competition plans.) *

In our inaugural year, our Drone Team demonstrated exceptional growth and success by competing in two qualifying events and a national level event. Each competition included multiple components: a coding challenge, a solo piloting skills course, and a team-based flight mission. In addition, teams were evaluated on the quality of their logbook and their ability to articulate their knowledge and teamwork during a formal team interview. Our students excelled across all categories, earning the Judges Award at both competitions, which recognizes outstanding performance, professionalism, and overall program excellence. These achievements culminated in a Second Place overall finish, securing an invitation to compete at the National Championships alongside 42 of the top teams in the nation. The National Championship event spanned two rigorous days of competition and required a high level of technical skill, teamwork, and adaptability. Our team rose to the challenge and was recognized with a Third Place award in Communication, highlighting the students' ability to effectively present their knowledge, strategy, and collaborative efforts. Building on this strong foundation, our program is committed to continued growth. In the upcoming season, we plan to expand our competition schedule while further refining our students' coding, piloting, and communication skills. These efforts will ensure sustained excellence and continued opportunities for student achievement at the highest levels of competition.

Does your robotics program currently participate in, or have plans to participate in, any established robotics platforms? If yes, please specify which platforms. *

Our program participates in competitions through the Robotics Education & Competition (REC) Foundation, a nationally recognized organization dedicated to advancing student engagement in science, technology, engineering, and mathematics (STEM). The REC Foundation provides hands-on, curriculum-based robotics and drone programs that are both sustainable and accessible to schools. Through this partnership, our students benefit from structured, real-world learning experiences that emphasize problem-solving, teamwork, and technical skill development. The REC Foundation's programs are designed to prepare students for future

academic and career opportunities by fostering innovation and critical thinking in a competitive, yet supportive environment.

Describe the scope of your involvement or planned involvement with the above listed platforms, including any specific competitions, educational modules, or collaborative projects you engage in or intend to engage in in the future. *

As the team mentor, I actively support competitions by volunteering as a judge at various events. This involvement provides valuable insight into how competitions are evaluated, allowing our program to better align training with performance expectations while also helping event organizers operate efficiently without increasing costs. This dual role strengthens both our team's preparation and the broader competition community. Leveraging this experience, we are able to enhance the structured training program by connecting our two-week instructional sessions to real-world applications. Students gain a clearer understanding of expectations while developing the technical and professional skills needed to succeed in both competitive and industry environments. In addition to competition preparation, our program is expanding into workforce development through collaboration with a partner school. Together, we are developing a student-led business model for those who earn their FAA Part 107 Remote Pilot Certification and are eligible for commercial drone operations. In this model, certified students will have the opportunity to earn income while applying their skills using drones already acquired by the program. Students will provide services such as aerial mapping, photography, and land surveying, gaining hands-on experience in high-demand industries. As the program continues to grow, we anticipate expanding training opportunities and certifications, opening additional career pathways and increasing student access to real-world, career-connected learning experiences.

Highlight any unique aspects of your program, such as community involvement (please list any partners), interdisciplinary projects, or the use of innovative technologies. *

As our program continues to grow, so do the opportunities for students to apply their skills beyond the classroom. As part of a Navy Junior Reserve Officer Training Corps (NJROTC) program, community service is a core pillar of our mission. We are committed to developing responsible leaders who actively contribute to their communities. As we develop the use of our drone technology, students will be able to support a variety of community-based initiatives. These include assisting with local sporting events through aerial coverage, supporting search and rescue efforts, and contributing to emergency response and disaster relief operations when appropriate. These experiences will allow students to apply their technical training in meaningful, real-world situations while providing valuable services to the community. By integrating drone operations with community service, our program not only strengthens student skills in piloting, data collection, and teamwork, but also reinforces the importance of civic responsibility and leadership. As we expand, we will continue to seek new partnerships and service opportunities that allow our students to make a positive and lasting impact.

Briefly describe how participating in the robotics program has impacted the students involved. What changes or developments have you observed? If the program is new, please answer with "NA." *

In the short time our program has been active, there has been a noticeable and inspiring level of enthusiasm among our students. We have witnessed a genuine passion for learning, as students actively seek out new and innovative ways to improve their coding and piloting skills. This environment has fostered strong peer-to-peer collaboration, where students regularly share knowledge and teach one another newly acquired skills. This collaborative culture not only accelerates learning but also builds confidence and reinforces mastery. Additionally, students have demonstrated a growing desire to take on leadership roles, stepping up to guide teammates, organize training efforts, and contribute to the overall success of the program. These experiences are cultivating critical life skills such as communication, teamwork, and initiative. The combination of curiosity, collaboration, and leadership we are seeing is a clear indicator that this program is not only building technical expertise, but also shaping motivated, forward-thinking individuals prepared for future academic and career success.

Current Robotics Equipment Inventory: Provide a brief inventory of the primary equipment currently designated to your robotics program. *

Our program is equipped with the essential tools and technology needed to support student learning and competitive success. Currently, we maintain a fleet of 14 drones, along with a competition kit that allows students to train in realistic, event-based scenarios. These resources enable consistent hands-on practice in both piloting and mission-based tasks. To support coding and programming, students utilize Chromebooks, providing access to the software and tools necessary to develop, test, and refine their code. In addition, we leverage existing school resources such as desktop computers and a Promethean board, which enhance instruction through interactive lessons, demonstrations, and collaborative problem-solving. By combining dedicated drone equipment with accessible school technology, we are able to maximize instructional time, expand learning opportunities, and ensure all students have the tools needed to succeed. As the program continues to grow, additional resources will further enhance our ability to deliver high-quality, hands-on STEM education. Upon return from the National Championship, we have learned of a great need for upgraded drones.

What specific activities or projects do you plan to undertake with the award funding in the upcoming year? Please describe the goals you aim to achieve through these activities. *

If awarded funding, our program will prioritize the purchase of four additional drones, valued at approximately $996, to increase our training capacity and enhance our competitiveness at both regional events and the National Championship level. Expanding our drone fleet will allow more students to actively participate in hands-on practice, improving both individual skill development and team performance. During the current season, our program required approximately $3,300 to participate in three competitions. Therefore, any remaining funds from this request will be allocated toward essential program expenses, including competition

registration fees, event entry costs, and travel to and from local competitions. Additionally, funds will help support our return to the National Championship, ensuring that our students can continue to compete at the highest level without financial barriers. This funding will directly support student access, competitive success, and program sustainability, enabling us to expand opportunities while maintaining a high-quality, hands-on STEM learning experience.

Are there any enhancements or expansions planned for your robotics program with the additional funding? This could include purchasing new equipment, expanding to more grade levels, or increasing team capacity. *

During our participation at the National Championship, it became evident that our current drones lack the stabilization and agility necessary to compete effectively against more advanced teams. While our students demonstrated strong skills in coding, piloting, and teamwork, the limitations of our equipment created a competitive disadvantage. To address this gap, grant funding will be used to purchase four additional drones, providing students with access to more advanced technology that better reflects current competition standards. Upgrading our equipment will significantly improve flight precision, responsiveness, and overall performance, allowing our team to compete at a higher level. Additionally, we have already seen a measurable increase in student interest and participation in the program. With this growth, expanding our drone inventory is essential to accommodate more students and ensure that all participants have meaningful, hands-on learning opportunities. Increased capacity will allow us to continue fostering engagement while maintaining the quality of instruction and practice. This investment will directly enhance both competitive readiness and program expansion, ensuring that our students have the tools they need to succeed and grow.

How do you anticipate the award funding will impact the educational outcomes of your robotics program? Describe any expected improvements in student learning, engagement, or performance. *

As part of our program initiatives, students are actively trained in equipment maintenance and care, ensuring that all drones are properly serviced and remain in optimal working condition. This hands-on responsibility fosters accountability while promoting the long-term sustainability and reliability of our equipment. Through proper maintenance practices, students gain a deeper understanding of drone systems, which enhances both troubleshooting skills and overall operational readiness. Well-maintained and improved equipment accuracy, directly contributes to stronger performance in competition, enabling students to better apply their coding and piloting skills and execute more precise and deliberate flight maneuvers. As a result, our team is better positioned for higher placement in competitive events, while also reinforcing real-world practices that are essential in both industry and aviation settings.

What steps will you take to ensure the sustainability of the improvements or expansions made with this award funding? How will you continue to support these initiatives in the future? *

Robotics Award Program Application

Please view our FAQ at www.tsin.org/robotics-awards

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Acknowledgment and Branding Requirements

As part of our commitment to fostering advancements in robotics education, TVA and BVI are proud to support schools and non-profits and their robotics teams through this award. Our goal is to not only provide financial assistance but also celebrate and raise awareness of the importance of robotics programs in education. To achieve this, we kindly request acknowledgement and brand recognition from all award recipients in the following manner:

Public Acknowledgment: We ask that schools or non-profits express their gratitude for the support provided by TVA and BVI through appropriate public acknowledgments. This helps to highlight the collaborative effort in enhancing Robotics education and encourages further support from the community.

Banners at Competitions or Events: Teams participating in robotics competitions or events, we request the inclusion of the TVA and BVI's logo on banners or posters. This will be provided in a format suitable for printing and should be positioned in a visible area to acknowledge the support provided.

Team Apparel: Team purchasing t-shirts or other apparel, we request the inclusion of the TVA and BVI's logo on the apparel. This will be provided in a format suitable for printing and should be positioned in a visible area to acknowledge the support provided.

Marketing Materials and Social Media: Teams creating marketing materials or engaging in social media activities, we ask that TVA and BVI be acknowledged as a supporter. This can include adding our logo to printed materials and tagging our organization in relevant social media posts. This acknowledgment helps to enhance the visibility of the support network behind the team and promotes further community engagement.

Photos and Videos: Teams are required to use the tag #TVARobotics in photo and video posts that capture team activities and competitions. Only include high

quality images and videos. Videos should be 15 seconds or less and recorded in landscape aspect ratio. (Teams will be required to submit a photography release with their application.)

Agreement: By accepting this award, recipients agree to adhere to these acknowledgment requirements, which are intended to foster a positive and supportive relationship between TVA, BVI, Battelle and the educational community. We believe that these collaborative efforts are crucial in advancing the impact of robotics programs and inspiring future innovators.

☑ **I AGREE to the acknowledgement and branding requirements listed above. ***

Back Next

Robotics Award Program Application

Please view our FAQ at www.tsin.org/robotics-awards

2 3 4 5 6 7 8 9 10

Terms and Conditions

I acknowledge that I am the team leader who wrote this award and I will be the one performing the work. *

◯ I agree.

All submissions must be written and submitted by the team leader who will be directly working with the robotics team. Although you may collaborate on your submission, the educator should be the primary writer/creator of the project.

Should I be awarded funding, I agree to fully expend the funds as outlined in the submitted proposal by April 30, 2027. *

◯ I agree.

Any purchases not outlined in the proposal must be approved by Battelle Education prior to purchasing.

Should I be awarded funding, I agree to submit the required online report on or before May 15, 2027. *

◯ I agree.

I understand that this report must include how the funds were used, a brief description of implementation, and one photograph.

Should I be awarded funding, I give TVA, BVI, and Battelle Education permission to use all information in the submitted proposal in press releases, on their website, and/or in publications both in print and online. *

◯ I agree.

This includes photographs, logos, published/printed information, and any other information related to this award and how the funds were spent.

I understand that awards can only be made to an organization via ACH and will not be made to an individual. A W9 for the organization and ACH form will be required. Organizations unable to accept ACH payments are not eligible. *

◯ I agree.

Payments are not made to individual schools unless they are private/charter schools.

Would you like to sign up for our newsletter and receive notifications of other STEM opportunities in your area? *

◯ Yes

◯ No

Back Submit

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____**, Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-606

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/31/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve Receipt of Peter R Marsh Foundation grant funds in the amount of $1850 for Hardin Valley Middle School chorus student transportation and music curriculum.

Cost to Knox County Schools

$0

Description and Type of Funding Source

Peter R Marsh Foundation

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

the choice to serve

Peter R. Marsh Foundation

prmfoundation.org

August 10, 2026
Middle School Music Grant

Dear Grantee,

Congratulations! You have been selected to receive a Music Grant from the Peter R. Marsh Foundation. Your Grant Check is enclosed. **Please deposit promptly.**

The Music Grant Guidelines and Conditions, found at https://www.prmfoundation.org/music-grant/, are summarized below to ensure your familiarity with all the governing conditions:

- Grant funds must be used for the musical education expenses and transportation costs as you specified in your Grant Request Form.
- During the current school year, your music students are to provide a minimum of three musical performances for local senior citizens. Two of these performances must take place at senior facilities (retirement communities, senior centers, care facilities). You must also create the opportunity for the students to have personal verbal interaction with the audience members directly after each performance.
- The types of performances (vocals, instrumental) and the number of students (preferably all) who participate in each performance are determined by you.
- We recommend that you share the empathy/compassion objective of the Grant performance with the Activities Director of each senior venue and encourage them to prepare their audience to fulfill this goal during the post-performance visitations.
- Near the completion of the school year, the Foundation will provide a compulsory Grant Performance Report for you to complete and return by the stated deadline. Please include photos and/or links to video clips of each performance and especially, the interaction between seniors and students in the Report.

We look forward to learning of the successes that you, your students, your school and the senior citizens of your community have experienced through your efforts and this Grant program.

Thank you for your time and effort! Best wishes to you for a most successful school year!

Matt Wetzel – Executive Director
Peter R. Marsh Foundation

Hardin Valley Middle School		8/10/2026	7511
	HVMS - Knoxville, TN - IN TRUST		1,250.00
	Transport to Sr Facilities		600.00
Columbia Bank Check	Music Program Grant 2026		1,850.00



PETER R. MARSH FOUNDATION (HTTPS://WWW.PRMFOUNDATION.ORG/)

Middle School Music Grant | High School Scholarship Award

High School Pathways Club (https://www.prmfoundation.org/pathways-club-grant/)

News / Stories (https://www.prmfoundation.org/news/) | Contact (https://www.prmfoundation.org/contact/)

Middle School Music Grant

Purpose, Guidelines and Conditions

PROGRAM ADMINISTRATORS

Jan Greco jgreco@prmfoundation.org (mailto:jgreco@prmfoundation.org)
Shelly Peper mpeper@prmfoundation.org (mailto:mpeper@prmfoundation.org)

PURPOSE – FUNDS - GUIDELINES – CONDITIONS

PURPOSE

The Purpose of the Middle School Music Grant is to provide students with impressionable performance experiences with engaging, informal audiences where the world of music comes to life for them. Through the blending of their hearts and imaginations, this opportunity will inspire the students to grow as musicians and compassionate members of their community.

THE MUSIC GRANT FUNDS

Based upon the meaningful needs of a music program, a music teacher can apply for a Grant for any amount up to a maximum of $1,850.00. The Grant funds can only be used for:

- Instruments, instrument repair, and accessories.
- Student transportation to the senior facilities (up to 3 trips).

- Music & curriculum, workbooks, consumables, classroom supplies.
- Performance equipment materials and attire.

Please note: Nationwide, many hundreds of Grant Requests are received and awarded annually by the Foundation. To include some of the teachers who may otherwise be denied a Grant due to the Foundations' budgetary constraints, all applying teachers are encouraged to limit their funding requests to meaningful needs only.

GUIDELINES AND CONDITIONS

1. The Grant is available to public middle school music teachers (grades 5 – 9) in the United States who teach a music class consisting of a minimum of 15 students.
2. Only Public Middle School Music Teachers may apply for this Grant, to apply personally and exclusively of AI and other interventions.
3. Grant funds are intended to enhance the teacher/student resources which benefit both current and future students. The use of Grant funds for food, entertainment, awards of varying types, unrelated off-campus activities, private lessons, scholarships, adjudications, registration fees, tuitions, personal expenses, commissioned pieces, tutors, coaches, clinicians, guest presenters, accompanists, chaperones, instructors and any other item not stated in the "The Music Grant Funds" section is prohibited.
4. Grants are limited to one per school per school academic year.
5. The Grantee (music teacher) and their middle school students (grades 5 – 9 only) must provide a minimum of three (3) musical performances AND visitation engagements with senior audiences during the current school year. At least two (2) of the engagements must take place at senior facilities (retirement communities, senior centers, care facilities, VA/VFW halls) while one (1) event may be held at another venue (such as a veteran's event at a school). Every event must include an interpersonal post-performance student/senior visitation.
6. When/where possible, every student should participate in at least one senior event as a performer or observer. The primary element of the visitation is the interpersonal engagement with the seniors, not the musical

performance.

7. Grantees are encouraged to communicate the Purpose of this Grant to the Activities Director of each senior facility and encourage them to prepare the seniors to actively engage with the students.

8. All Foundation communications with the Grantee will be via email. Grantees must promptly acknowledge the automated confirmation email. Failure to respond promptly may result in the Grant Request being denied.

9. The Foundation reserves the right to review purchase records, to require reimbursement of unauthorized expenditures, and to adjust the terms of this Music Grant Program without advanced notice.

10. The FAQ page of this website provides additional Guidelines of influence.

11. The Grantee is to obtain photographs of each student/senior engagement to be shared with the Foundation within the Activities Report. (Video's optional.)

ACTIVITIES REPORT

At or near the end of the school year, the Grantee is to complete and submit a "Activities Report" provided by the Foundation. The Report provides the Foundation with a vision of the Grantees activities, and which includes photographs of each student/senior engagement.

MUSIC GRANT ADVISORY COMMITTEE

Before completing this Grant Request Form, all applicants are encouraged to read the "Music Grant Reviews" (and FAQ's) on this website and the Foundation's Facebook page where numerous teachers share their past achievements and performance diversities of this Grant Program. These accomplished music teachers, who comprise the Foundation's de facto "Music Grant Advisory Committee", repeatedly affirm that the in-person student/senior interpersonal visitation is of utmost importance to the development of the students as musicians and compassionate members of their community.

IMPORTANT DATES AND NOTES

- Music Grant Request Forms are accepted by the Foundation between July 1st and January 31st.
- The Foundation will notify the Grant Applicant via email if their Grant Request has been approved. Within 21 days of approval, a check will be issued in trust for the Grantee and mailed to the address provided by the Grantee.
- Performances taking place prior to the Grant Award date do not qualify as a required performance.
- All performances and the Activities Report must be completed by the end of the current academic year, or by June 15th – whichever occurs first.

Music Grant Request Form > (https://www.prmfoundation.org/music-grant-request-form/)

CONTACT AND QUESTIONS

Jan Greco jgreco@prmfoundation.org (mailto:jgreco@prmfoundation.org)
Shelly Peper mpeper@prmfoundation.org (mailto:mpeper@prmfoundation.org)

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Peter R. Marsh Foundation
1 month ago (https://facebook.com/362230414233749)

Music Grant: "Just to be able to have the funds to purchase needed materials and to provide transportation to the performances has been incredible. Our three performances out of the building are truly my student's favorite part of the year. They have grown into confident young musicians from being able to perform in this kind of setting where everything they do is deeply appreciated."

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-608

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/31/2026

RLA-18893 **11.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
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 Contracts with Alpha Mechanical Service LLC, Archer Air Conditioning Service Co. Inc., J&F Mechanical, Inc., Lee Company, and McMahan Mechanical, Inc. for the provision of Commercial Grade HVAC Installation and Repair up to $1,000,000.00 annually for the term of October 1, 2026 through September 30, 2027, which may be extended for four (4) additional years.
(Schools)

Attachments

Alpha Mechanical Contract
Archer Air Conditioning Contract
J&F Mechanical Contract
Lee Company Contract
McMahan Mechanical Contract
Fiscal Note

KNOX COUNTY GOVERNMENT

AND

ALPHA MECHANICAL SERVICE LLC

This Contract made and entered into this _____ day of _____, 2026 by and between **Knox County Government** through its governing body and authorized representative, hereinafter referred to as **"Knox County" and ALPHA MECHANICAL SERVICE LLC.** hereinafter referred to as **"Contractor."**

Whereas, County requested sealed bids for the provision of Commercial Grade HVAC Installation and Repair for Knox County Government, (Invitation for Bid 3751);

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 Commercial Grade HVAC Installation and Repair 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 October 1, 2026 and ends the 30th day of September 2027, 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 3751 for Commercial Grade HVAC Installation and Repair as follows:

See Attachment "B" Contractor's Written Response to Invitation for Bid 3751

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 that 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 Commercial Grade HVAC Installation and Repair 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 Commercial Grade HVAC Installation and Repair as detailed herein, Knox County will communicate the **problem(s) to the Contractor** verbally and keep a written record as to what the problem(s) are and when the contractor was contacted. **The Contractor shall have 72 hours** to rectify the problems. If the same or other problems persist or reoccur, Knox County may terminate the contract.

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

8. Appropriations. In the event no funds are appropriated by Knox County for Commercial Grade HVAC Installation and Repair 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 COMMERICAL GRADE HVAC INSTALLATION AND REPAIR, 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 Commercial Grade HVAC Installation and Repair 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 3751
b. Contractor's Written Response to Invitation for Bid 3751

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

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

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County board of Education on the ____ Day of _____ , 2026, as reflected in its minutes, and certified by its Chairperson.

_____ _____

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

Date _____

KNOX COUNTY GOVERNMENT

_____ _____

MAYOR – Signature **MAYOR – Printed Name**

Date _____

KNOX COUNTY LAW DIRECTOR

CONTRACT #: 26-610 **KNOX COUNTY, TENNESSEE**

APPROVED AS TO LEGAL FORM

_____ Gary Dupler

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

Date 8/26/2026

ALPHA MECHANICAL SERVICE LLC

_____ _____

AUTHORIZED SIGNATURE **PRINTED NAME**

DATE _____

Attachment "A"

Invitation for Bid #3751

Commercial Grade HVAC Installation and Repair

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Commercial Grade HVAC Installation and Repair Services** as specified herein. Bids must be received by **2:00 p.m.** on **July 30, 2026**. Late bids will be neither considered nor returned as specified herein.

Deliver Bids To:

Bid Number 3751
Knox County Procurement Division
1000 North Central Street, Suite 100
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 Taylor Childress, Buyer, at 865.215.5774. Questions may be emailed to taylor.childress@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/Procurement.

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

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

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please file a report online by accessing http://www.knoxcounty.org/hotline/index.php.

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

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

1.6 **BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

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

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

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

1.8 **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

1.9 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the opening of this solicitation.

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

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

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

1.13 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will** accept electronically transmitted bids through the County's On-Line Procurement System. All bids must be mailed or delivered by hand in hard copy format. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register, or submit their bid, electronically less than twenty-four (24) hour prior to the bid opening time. Email and fax bids are strictly prohibited.

1.14 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Buys." 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, "Knox Buys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.15 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

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

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

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

The second method is the use of the Knox County E-Commerce Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor

will accept the Knox County E-Commerce Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

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

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

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

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

1.23 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **July 16, 2026, at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.

1.24 **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 term and conditions stated in the bid document. When submitting electronically, the submission of your electronic bid will be the acknowledgement of signature.

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

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

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

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

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

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

1.30 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should

vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.

1.31 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/Procurement. Select the On-Line 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 less than twenty-four (24) hours prior to the bid opening time.

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

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

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

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

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

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

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

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

2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful bidders, Contractor's employees, Contractor's sub-contractors and the employees of any sub-contractors 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 bids the Criminal History Affidavit of Compliance.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive 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 as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.17 **TENNESSEE PROCUREMENT PROTECTION ACT**: By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief the bidder/proposer is not a "foreign adversary company" as defined in the Tennessee Procurement Protection Act, Tennessee Code Annotated Title 4, Chapter 56, as amended by Public Chapter 768 (effective July 1, 2026), and is in compliance with the requirements of said Act.

2.18 **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.

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

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

2.21 **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.

2.22 **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.

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

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

2.25 **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:** Knox County and Knox County Schools Maintenance and Operations Department (KCSMO) intends to establish a Term Contract with one (1) or more properly licensed contractor(s) to provide HVAC emergency repairs, miscellaneous repairs, replacements, additions and/or new installation services as requested by KCSMO. The HVAC maintenance and repair service will be on a twenty-four (24) hour, seven (7) days a week basis. As needs arise, KCSMO will determine availability of the panel of approved vendors. Those that are available for a job will be asked to quote the job based on the prices quoted herein. Unless delivery timeframes, expertise or other mitigating factors apply, the job will normally be placed with the approved vendor quoting the least cost to KCSMO. Vendors may be asked to work and price jobs in two (2) different ways:

3.1.1 First, vendors may be asked to work and charge by the hour. Invoices would simply reflect the number of hours multiplied by the contract rate. Materials would be listed and the discount applied.

3.1.2 Secondly, vendors may be asked to price work by the job. The quote would be based upon the labor rates quoted herein and the materials would have the appropriate discount. However, the vendors will quote a not to exceed price.

Knox County intends to make a Best Value Award. Best value means more than low cost. It includes cost, service quality and other factors detailed herein.

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

3.3 **ADDITIONS/DELETIONS:** Knox County reserves the right to add/delete items to this bid. Additional products/services will be agreed upon by both parties in writing.

3.4 **AWARD STATUS:** Knox County intends to issue a one-year (1) award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County and the Knox County Schools reserves the right to purchase these services from other sources if the need arises. Knox County and Knox County Schools reserves the right to revoke the award if these services are not satisfactory or a pattern of unavailability arises.

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

3.6 **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 Contractor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor if they will lower the cost to Knox County and/or provide improved service.

3.7 **COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, KCS will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an e-mail confirmation. Due to the volume of information that must be transmitted, it is essential that the Contractor have an efficient and properly functioning email. Ideally, the Contractor will have e-mail capabilities.

3.8 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Bidder 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 Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.

3.9 **CONTACT PERSONNEL:** It shall be essential to the success of this term contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the successful bidder shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County so as to avoid any interruption of service.

3.10 **CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful bidder(s). The Contract must be voted on by the Knox County Commission and Knox County Board of Education and receive a majority vote. The successful firm(s) may be required to be present at the full Commission Meeting and Board of Education Meeting to answer questions relating to the services performed. Adequate notification will be given by the Knox County Procurement Division if the firm(s) will need to attend this meeting. The Knox County Procurement Division will draft this Contract and no vendor forms, (i.e. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as contract documents or as contract attachments.

3.11 **DESTINATION AND DELIVERY:** All shipments that are to be delivered must be F.O.B. Destination to the department ordering the items. All destination and delivery charges are to be included in the unit price of all items. Vendors are to include all destination and delivery charges in their price. **There will be no extra hidden charges.**

3.12 **ENTRANCE TO KNOX COUNTY SCHOOL SITES:** Only authorized employees of the successful Contractor(s) are allowed on the premises of KCS buildings. Contractor(s) employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). All employees must wear a company uniform or name badges identified with the Company name at all times. Contractor and/or employees of contractor must contact KCS prior to reporting to a site for work.

3.13 **ESTIMATE PREPERATION:** Vendor may be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimation shall include but not be limited to the cost of; labor, material, blueprint preparation, detailed description of the scope of work, inspection services, and any required subcontracted services. Quotations shall be based upon the contract rates. Quotation shall remain firm for thirty (30) days from acceptance by Knox County. All estimation and quotation preparation shall be provided at no cost or obligation to Knox County.

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

Pricing	**80 Points**
Capabilities & Resources	**20 Points**

3.15 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder(s). This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not

within the service provider's bid, may also be noted and made part of the evaluation file.

Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.16 **IDENTIFICATION AND UNIFORMS:** Employees of the Contractor shall have proper photo identification displayed, at all times, while on School property. If needed, KCS can provide temporary photo identification for a fee of $2.50 per badge. Additionally, as appropriate, Contractor is encouraged to have its employees in a standard uniform. This is a preference but not a requirement. Additionally, many schools require visitors to obtain and wear visitor passes issued by that particular site. If so, visitors will obtain such pass and display it as instructed.

3.17 **INSTALLATION:** Contractor will be responsible for installation of all equipment being bid. Bidders must state their total cost to install all equipment. Installation will not be considered complete until reviewed and accepted by a Knox County Representative.

3.18 **INSURANCE:** The successful Vendor(s) must carry the insurance as indicated on the Insurance Checklist Attachment hereto. As proof of the Vendor's willingness to obtain and maintain the insurance, the Vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid.

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 project is in effect.

3.19 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.

3.20 **INVOICING REQUIREMENTS:** **INVOICING REQUIREMENTS:** As several different departments may use this Contract, please adhere to the following guidelines:

FOR KCS MAIL ALL INVOICES TO:
Knox County Schools Maintenance & Operations
Purchasing Supervisor
900 East Fifth Avenue
Knoxville, TN 37917

FOR ALL OTHER KNOX COUNTY DEPARTMENTS MAIL INVOICES TO:
The Remit to Address on the Purchase Order.

The following general guidelines apply to all departments. However, each department may have additional or slightly different needs, which they will communicate to you.

TRACKING NUMBER: All invoices must have one (1) of our tracking numbers on them or they will be returned. You will only have one (1) number per invoice.
INVOICE DETAIL: At a minimum, these items must be shown on the invoice:

- The grand total amount
- An itemized list detailing the description, quantity and cost of each item or service provided (not if the job was a "Not to Exceed" project).
- The location delivered to (Such as XYZ School or Maintenance 5th Avenue)
- The date the work/materials were delivered
- A statement that the price invoiced is per the bid/quote.
- The tracking number (purchase order or encumbrance number)

SUBMIT ONE (1) ORIGINAL INVOICE AND ONE (1) COPY.
INVOICES ARE TO BE ORIGINAL, WITH A UNIQUE REFERENCE NUMBER. PREFERABLY INVOICES WILL BE WHITE.
REVIEW OF INVOICES: Invoices will be reviewed for adherence to bid terms and/or the quotation.

FAILURE TO FOLLOW GUIDELINES: Failure to follow these guidelines may slow down the payment process, while following these steps will help you receive payment faster. Variation from the terms of our bids is strictly prohibited. It will help speed your payment if your invoice notes the bid number or name. It will be even more helpful if your invoice clearly states that the charges are in accordance with the bid or quotation terms.

JOB/SERVICE TICKETS: Job/service tickets that substantiate the invoice must accompany the invoice. The original job/service tickets will be given to the requesting department. Copies must accompany the invoice.

UNPAID INVOICES: If invoices are unpaid after thirty (30) calendar days, please contact KCS to ascertain their status.

3.21 **INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may require different invoicing 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 "Billing" 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 desired 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.

3.22 **LICENSES:** Bidders will provide with their bid a copy of all State of Tennessee, City of Knoxville and Knox County licenses that they and their employees hold. Bidders must provide proof of State of Tennessee certification as a backflow prevention device tester. A copy of the State certification **must** accompany their bid. **FAILURE TO PROVIDE THIS INFORMATION WILL BE JUST CAUSE FOR REJECTION OF THE BID.**

3.23 **MATERIAL/LABOR QUALITY:** Unless otherwise specified, all materials must be of a commercial grade or better.

3.24 **NEW MATERIAL:** Unless specified otherwise in the bid package, Contractor(s) must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of the bid. Refurbished or remanufactured materials **will not** be accepted.

3.25 **NEWS RELEASES BY CONTRACTORS:** As a matter of policy, KCS does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of KCS.

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 **OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bid shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.28 **PERMITS:** Contractor will be responsible for obtaining any and all required permits. Knox County shall not be responsible for the cost of any and all permits.

3.29 **PRICING:** Bidders must quote a firm fixed price for the items noted herein. The price may not change during the term of the Contract. However the Contractor may request a price increase at each renewal period. A request for a price increase must be accompanied by proof of increased price to the Contractor. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected the Contractor may:

- Continue with existing prices
- Not accept the renewal offer
- Request a lower price increase

If a price increase is approved by Knox County and Knox County Schools Maintenance & Operations (KCSMO), the approval notification will be done in writing and the vendor will be notified of the new price schedule. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.30 **RECORDS:** Vendor will maintain records of items and quantities purchased by Knox County and make them available on request.

3.31 **REMOVAL OF VENDORS EMPLOYEES:** The successful Vendor(s) agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the successful Vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

3.32 **SAFETY AND PROTECTION:** The contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all of their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the service. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on-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 by OSHA, EPA, and AHERA.

The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.

Contractor shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

3.33 **SCHEDULING OF WORK:** Vendor(s) shall cooperate with officials in performing work so that interference with the normal program will be held to a minimum. Work will normally be scheduled for regular work hours and not for overtime hours.

3.34 **SIGN-IN FOR KNOX COUNTY SCHOOLS:** Vendors must sign the Vendor Check-In Log at each school site where work is to be performed. Ask for the "Maintenance & Contractor's Sign-In Book" in the office area. Failure to sign-in will negate KCSMO responsibility to pay the resulting invoice. Vendors do not have to sign-in if the office area of the facility is locked.

3.35 **SUB-CONTRACTING:** Any sub-contracting must be approved, in advance, by both Knox County and KCSMO. Knox County and KCSMO may terminate the Contract if subcontracting is done without approval.

3.36 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation by **July 16, 2026, by 4:30 pm.** Submit questions as noted in Section 1.1.

3.37 **VALUE ADDED RELATIONSHIP:** Knox County and KCSMO intend for this bid to result in a relationship with a vendor. Knox County and KCSMO desire a long-term relationship with a Contractor in which common goals are shared. Among those goals are:

- Fair and equitable treatment of Contractor and County.
- Contactor expertise in methods of cost reduction. Contractors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.
- Contractor involvement in the School system or a specific school on a non-business basis. One example is involvement with the Knox County Schools Teacher Depot. The Teacher Depot accepts the donation of equipment and supplies for distribution to teachers.

3.38 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

SECTION IV SCOPE OF WORK

4.1 **CALL BACK SERVICE:** Upon written notice from KCSMO, the contractor must, without charge, promptly and properly replace any and all improper work and material that may become apparent within a one (1) year period from the date of acceptance by the KCSMO. Call back service for previous repairs or maintenance will be on a

twenty-four hour, seven days a week basis at no additional cost to the KCSMO and response time will be within two (2) hours of notification for emergencies and twenty-four (24) hours for non-emergencies. Should KCSMO and a vendor disagree about whether or not a call back service is a warranty issue, the vendor will submit details of the situation in writing to KCSMO and the situation will be reviewed. Any compressors and motors replaced will have a minimum one (1) year parts and labor warranty.

4.2 **CONTRACTOR'S ESTIMATES:** The vendors may be required to visit the potential job-sites and submit accurate quotations before the work is authorized. Any questions regarding energy efficiency standards, equipment sizing, or fuel selection shall be addressed to the KCSMO Energy Manager or HVAC department prior to quotation. If the quotation is accepted and the work is performed, the contractor's invoice shall not exceed the quoted amount. Quotations must be provided within five (5) business days of request. All quotations are to be accompanied by a list of any subcontractors to be employed for the job. Quotations must show the approved labor and material rates.

4.3 **COST OF PARTS AND MATERIALS:**

DISCOUNT FROM TRADE SERVICE CATALOG

4.3.1 The cost for part and materials shall be derived from the Trade Service Catalog (latest edition) for HVAC work. The successful vendor(s) will provide a minimum 20% discount on parts and materials from the trade service catalog. Any additional discount will be listed separately. Parts and materials required for a specific job but not listed in the trade service catalog will not have a mark-up exceeding ten (10) percent. The actual cost in mark-up must be presented to KCSMO for approval to incurring the charge. KCSMO will not pay for the routine supplies nor tools that are required to perform normal HVAC work.

4.3.2 Billing for parts and materials shall be consistent with the prices contained in the Trade Service Catalog and the page of items shall be shown on the invoice so that KCSMO can confirm the price.

4.3.3 Subsequent to an award the successful vendor(s) must furnish a copy of the current Trade Service Catalog. The Knox County Procurement Division, the KCSMO Purchasing Supervisor and the KCSMO HVAC foreman will each retain a copy of the document. It is preferred that vendor(s) provide this information in electronic format with updates as applicable or upon request.

4.4 **HOURS:** Contractor must be available for emergencies and scheduled service during day and night time hours and on weekends and holidays. However, KCSMO must approve, in advance, work that would be performed on an overtime rate basis. Scheduled work is not to be overtime.

4.5 **LABOR CHARGES:**

4.5.1 Bidders shall include all costs (e.g.: overhead, profit, insurance, workers' compensation, unemployment insurance, social security, routine supplies and materials) in the hourly rate.

4.5.2 The Contractor is required to have hours worked certified by KCSMO personnel. The billable time starts when the worker checks in and ends when the worker checks out with the designated KCSMO employee. A job/service ticket will be left with the KCSMO designee. This document will show the arrival and departure time and date for each employee.

4.5.3 Additional truck mileage charges will not be allowed.

4.6 **MATERIALS:** All materials furnished and installed shall:

4.7.1 Be Underwriters Laboratories listed, where applicable.
4.7.2 Be of standard professional quality and workmanship.
4.7.3 Conform to or exceed the general quality level of the base unit.
4.7.4 Be parts produced by the original manufacturer except with permission in emergencies.
4.7.5 Be Energy Star rated equipment where available.
4.7.6 Meet the KCSMO energy department minimum standards.

4.7 **OWNER'S MANUAL:** Owner's manuals, preventative maintenance guidelines, schematics and related documents must be provided to the KCSMO HVAC foreman upon completion of a project. The following guidelines apply:

4.8.1 The site where the installation occurred.
4.8.2 The area (e.g. floor or wing).
4.8.3 The serial number of the unit(s).
4.8.4 The brand and model of the unit(s).
4.8.5 The date of installation.

4.8.6 These materials shall be in a three (3) ring binder.

4.8 **QUALITY:** All work must conform to American Wire Association Standards. All wiring shall be done according to Electrical Code. All work must meet the applicable requirements of all authorities having jurisdiction.

4.9 **QUALITY ASSURANCE:** KCSMO is committed to a quality assurance program so that Knox County's investment is maximized. For example, bidders may submit information on HVAC Retrofit Units built to the specifications and space requirements of the existing units already on site.

4.10 **REPRESENTATIONS OF VENDOR:** The Vendor represents and warrants:

4.10.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished by it; and

4.10.2 That the firm is familiar with all Federal, State, municipal and County laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

4.10.3 That such temporary and permanent work required by the Contract Documents as is to be done by the firm can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and

4.10.4 That the firm has carefully examined the plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

4.11 **TRAINING:** Use Attachment D.

4.12.1 **Vendor Employees** - Bidders will provide evidence of training classes and seminars that their staff has participated in. KCSMO has several types of HVAC units throughout its sites. KCSMO anticipates, but does not guarantee, the majority of the work requested will be on such brands as American Standard, Carrier, Trane and York. Therefore, and in addition to, other standard technical certifications, the prospective vendor's employees must be qualified or trained to work on American Standard, Carrier, Trane and York.

4.12.2 **Training to KCSMO Employees** - Vendors shall provide on-site (and/or within the County) training for KCSMO employees. Such training shall be relative to the installation, maintenance, trouble shooting and operation of units that are installed as a result of this Contract. Such training will be up to eight (8) hours per quarter and/or up to twenty-four (24) hours per year. Training sessions may be in increments up to eight (8) hours per session.

4.12.3 **Training specified herein shall be at no additional charge.**

4.12 **WARRANTIES:** Warranties that are applicable to merchandise and service provided to KCSMO will be delivered to 900 East Fifth Avenue, Knoxville, Tennessee 37917. Warranties must indicate:

4.12.1 The site of the installation.
4.12.2 The area (e.g. floor or wing).
4.12.3 The serial number of the unit(s).
4.12.4 The brand and model of the unit(s).
4.12.5 The date the warranty commences.

Vendors must provide:

4.12.6 A minimum twelve (12) month warranty on parts and labor on all new installations. The twelve (12) months starts once the repair or installation is complete, and accepted by the County, and the unit is in service. This includes any unit built to order.

4.12.7 Any extended warranties (in excess of twelve (12) months) offered by the manufacturer for various components at no additional cost to KCSMO.

4.12.8 A quarterly listing/printout of all equipment installed during the quarter.

4.12.9 Service to accomplish all warranty repairs during the contract period and after the contract period has expired if the warranty is still in force.

Bidders need not return pages one (1) through thirteen (13) with their bid submittal.

SECTION V VENDOR INFORMATION AND PRICING FOR BID #3751, COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES

The following pages should be attached as a portion of the bid response. Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor Name _____

5.2 Vendor Address _____

City_____State _____Zip_____

5.3 Telephone Number _____ Fax Number _____

5.4 Vendor Number As Assigned By The Knox County Procurement Division_____

5.5 Contact Person _____

5.6 Contact Person's Email _____

5.7 By submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of any bidder/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 bidder/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 bidder/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 bidder/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: _____

Pursuant to the Tennessee Procurement Protection Act (T.C.A. Title 4, Chapter 56, as amended by Public Chapter 768, effective July 1, 2026), by submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of the bidder/proposer certifies, and in the case of joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge, and believe that each bidder/proposer is not providing goods, services, or information and communications technology (ICT) from foreign adversary companies.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

5.8 Vendor's Knox County Business License Number _____
(If Applicable) *Attach A Copy Of The License.*

5.9 Bidder Offers A Discount Of _____ % If Payment Is Made Within 30 Days.

5.10 Vendor certifies that the Equipment Bid is neither Refurbished nor Remanufactured.

Signed: _____

5.11 Will you accept credit card (VISA) payments as per section 1.18? Yes _____ No _____

5.12 Did you include the Criminal History Records Check as per section 2.7? Yes _____ No _____

5.13 Did you include the Insurance Checklist as per section 3.18? Yes _____ No _____

5.14 Did you include the Drug Free Affidavit as per section 1.11? Yes _____ No _____

5.15 I Acknowledge The Receipt Of: (Please Write "Yes" If You Received One)

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

5.16 Do you accept the Terms and Conditions of the bid? Yes _____ No _____

With Exceptions _____

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3751
COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES – (CONTINUED)

VENDOR NAME: _____

5.17 Number of Years in Business: _____

5.18 Major Equipment Owned (attach additional pages if necessary):_____

_____

_____

_____

5.19 Total Staff Size: _____ Technicians: _____ Apprentices: _____ Helpers _____

(Total staff size shall be limited to those employees having direct responsibilities for the Knox County account.)

5.20 Pricing:

	ITEM	UNIT OF MEASURE	REGULAR TIME	NON-REGULAR TIME
5.20.1	HVAC Supervisor	Hour	$	$
5.20.2	HVAC Technician	Hour	$	$
5.20.3	Electrician	Hour	$	$
5.20.4	Sheet Metal Worker	Hour	$	$
5.20.5	Pipe Fitter	Hour	$	$
5.20.6	Welder	Hour	$	$
5.20.7	Certified Welder	Hour	$	$
5.20.8	Mechanic	Hour	$	$
5.20.9	Laborer	Hour	$	$
5.20.10	Helper	Hour	$	$

5.21 Parts and Materials Discount in addition to 20% listed in Section 4.3.1 _____%

ATTACHMENT A
INSURANCE CHECKLIST
BID NUMBER 3751

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	
		PROFESSIONAL LIABILITY		
NO NO NO NO	10.	ARCHITECTS &ENGINEERS ASBESTOS & REMOVAL LIABILITY MEDICAL MALPRACTICE MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM $2,000,000 PER OCCURRENCE/CLAIM $1,000,000 PER OCCURRENCE/CLAIM $1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE; $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.
21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.

AGENCY NAME:_____ AUTHORIZING SIGNATURE: _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS AS STATED ABOVE.

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by construction 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 C

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 D
INVITATION FOR BID 3751

TRAINING INFORMATION

Use this sheet to detail your training program and training to be provided to KCSMO

Vendor:_____

A. Detail the training program for your employees.

B. Detail the training program that will be provided to KCSMO.

Attachment "B"

Contractor's Response to

Invitation for Bid #3751

Commercial Grade HVAC Installation and Repair

SECTION V VENDOR INFORMATION AND PRICING FOR BID #3751, COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES

The following pages should be attached as a portion of the bid response. Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor Name Alpha Mechanical Service LLC

5.2 Vendor Address 7200 Distribution Drive

City Louisville State KY Zip 40258

5.3 Telephone Number 888-212-6324 Fax Number 866-296-8035

5.4 Vendor Number As Assigned By The Knox County Procurement Division N/A

5.5 Contact Person Sarah Wright

5.6 Contact Person's Email sarah.wright@aamservice.com

5.7 By submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of any bidder/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 bidder/proposer is not on the list created pursuant to Tennessee Code Annotated§ 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: CFO Date: July 29, 2026

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder/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 bidder/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: CFO Date: July 29, 2026

Pursuant to the Tennessee Procurement Protection Act (T.C.A. Title 4, Chapter 56, as amended by Public Chapter 768, effective July 1, 2026), by submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of the bidder/proposer certifies, and in the case of joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge, and believe that each bidder/proposer is not providing goods, services, or information and communications technology (ICT) from foreign adversary companies.

Authorizing Signature: _____
(sign in blue ink)

Title: CFO Date: July 29, 2026

5.8 Vendor's Knox County Business License Number 1001227288
(If Applicable) *Attach A Copy Of The License.*

5.9 Bidder Offers A Discount Of 0 % If Payment Is Made Within 30 Days.

5.10 Vendor certifies that the Equipment Bid is neither Refurbished nor Remanufactured.

Signed: _____

5.11 Will you accept credit card (VISA) payments as per section 1.18? Yes X No _____

5.12 Did you include the Criminal History Records Check as per section 2.7? Yes X No _____

5.13 Did you include the Insurance Checklist as per section 3.18? Yes X No _____

5.14 Did you include the Drug Free Affidavit as per section 1.11? Yes X No _____

5.15 I Acknowledge The Receipt Of: (Please Write "Yes" If You Received One)

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

5.16 Do you accept the Terms and Conditions of the bid? Yes X No _____

With Exceptions _____

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3751
COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES-(CONTINUED)

VENDOR NAME: Alpha Mechanical Service LLC

5.17 Number of Years in Business: 29

5.18 Major Equipment Owned (attach additional pages if necessary): SEE ATTACHED EQUIPMENT LIST

5.19 Total Staff Size: 8 Technicians: 8 Apprentices: 0 Helpers 0

(Total staff size shall be limited to those employees having direct responsibilities for the Knox County account.)

5.20 Pricing:

	ITEM	UNIT OF MEASURE	REGULAR TIME	NON-REGULAR TIME
5.20.1	HVAC Supervisor	Hour	$115.00	$170.00
5.20.2	HVAC Technician	Hour	$115.00	$170.00
5.20.3	Electrician	Hour	$115.00	$170.00
5.20.4	Sheet Metal Worker	Hour	$115.00	$170.00
5.20.5	Pipe Fitter	Hour	$115.00	$170.00
5.20.6	Welder	Hour	$115.00	$170.00
5.20.7	Certified Welder	Hour	$115.00	$170.00
5.20.8	Mechanic	Hour	$115.00	$170.00
5.20.9	Laborer	Hour	$105.00	$150.00
5.20.10	Helper	Hour	$ 90.00	$ 130.00

5.21 Parts and Materials Discount in addition to 20% listed in Section 4.3.1 SEE BELOW %

*Will negotiate additional discount once the pricing specifications are provided by the customer.

ATTACHMENT A
INSURANCE CHECKLIST
BID NUMBER 3751

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

REQUIRED	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per -Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.			LIMITS
			EACH OCCURRENCE	$1,000,000
		COMMERCIAL GENERAL LIABILITY	FIRE LEGAL LIABILITY	$ 100,000
		CLAIM MADE I X I OCCUR	MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$1,000,000
		POLICY | XI PROJECT | | LOG	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 Inc. GL	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES Inc. GL	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 PROFESSIONAL LIABILITY	$1,000,000	
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 & 0	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE; $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.
21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
23. OTHER INSURANCE REQUIRED

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.
AGENCY NAME: Lockton Companies AUTHORIZING SIGNATURE: Melissa Bassett
BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS AS STATED ABOVE.

BIDDER NAME: Alpha Mechanical Service LLC AUTHORIZING SIGNATURE: _____

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED,§ 50-9-113

(To be submitted with bid by construction contractor with five (5) or more employees)

I, Robert M. Haydon, President or other Principal Officer of

Alpha Mechanical Service LLC, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

President or Principal Officer

For: Alpha Mechanical Service LLC
Name of Company

STATE OF ~~TENNESSEE~~ KY {COUNTY OF Jefferson }

Subscribed and sworn before me by Robert M. Haydon

President or Principal Officer of Alpha Mechanical Service LLC,

On this 29 day of July 2026

Notary Public

My Commission expires: 01/18/2030

ZACHARY IAN DURBIN
NOTARY PUBLIC
STATE AT LARGE - KENTUCKY
COMMISSION # KYNP43505
MY COMMISSION EXPIRES JANUARY 18, 2030

ATTACHMENT C

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by Contractor)

I, Robert M. Haydon, President or other Principal

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

President or Principal Officer

For: Alpha Mechanical Service LLC
Name of Company

STATE OF ~~TENNESSEE~~ } KY
COUNTY OF Jefferson }

Subscribed and sworn before me by Robert M. Haydon

President or Principal Officer of Alpha Mechanical Service LLC

On this 29 day of July 2026

Notary Public

My Commission expires: 01/18/2030

ZACHARY IAN DURBIN
NOTARY PUBLIC
STATE AT LARGE - KENTUCKY
COMMISSION # KYNP43505
MY COMMISSION EXPIRES JANUARY 18, 2030

ATTACHMENT D
INVITATION FOR BID 3751

TRAINING INFORMATION

Use this sheet to detail your training program and training to be provided to KCSMO

Vendor:_____

A. Detail the training program for your employees.

SEE ATTACHED

B. Detail the training program that will be provided to KCSMO.

SEE ATTACHED

HVAC Technician and KCSMO Training Program

Alpha Energy Solutions recognizes that successful HVAC service extends beyond completing an individual repair or installation. Long-term performance depends on qualified technicians, proper operating practices, effective knowledge transfer, and a strong working partnership with the Knox County Schools Maintenance and Operations Department ("KCSMO").

Alpha will provide KCSMO with a comprehensive training and knowledge-transfer program throughout the contract. This program will combine Alpha's structured technician-development process with equipment-specific training for KCSMO personnel.

1. Alpha HVAC Technician Qualifications and Apprenticeship Training

Alpha's HVAC technicians are developed through a structured five-year apprenticeship program. The apprenticeship combines formal classroom instruction, supervised field experience, safety training, equipment diagnostics, and progressively more advanced service responsibilities.

Throughout the five-year program, technicians receive training in the following areas:

- HVAC fundamentals and refrigeration principles
- Electrical theory, controls, motors, starters, relays, and variable-frequency drives
- Commercial heating, cooling, and ventilation systems
- Refrigerant handling, recovery, evacuation, charging, and leak detection
- Commercial rooftop units, split systems, packaged systems, boilers, pumps, air handlers, and hydronic systems
- Chilled-water and hot-water systems
- Building automation and temperature-control systems
- Preventive and predictive maintenance procedures
- Airflow measurement, balancing fundamentals, and indoor-air-quality considerations
- Equipment troubleshooting and root-cause analysis
- Reading mechanical drawings, wiring diagrams, control schematics, and equipment submittals
- Equipment installation, start-up, commissioning, and operational verification
- Energy-efficient equipment operation
- Occupational safety, electrical safety, lockout/tagout, fall protection, confined-space awareness, and jobsite hazard recognition
- Customer communication, service documentation, and professional conduct in occupied facilities

Apprentices work under the direction of experienced journeymen and supervisors. Their responsibilities increase as they demonstrate competency in each area. This process allows Alpha to verify that technicians assigned to KCSMO facilities possess the practical experience, technical knowledge, and safety awareness required for commercial HVAC work in an active school environment.

In addition to the five-year apprenticeship program, Alpha technicians receive continuing education throughout their careers. Ongoing training may include manufacturer courses, new-equipment orientation, controls training, refrigerant-regulation updates, safety refreshers, troubleshooting workshops, and instruction on emerging HVAC technologies.

2. Training Provided to KCSMO Personnel

Alpha will provide practical, site-specific training to designated KCSMO employees for equipment installed, replaced, repaired, or substantially modified under this contract. Training will be coordinated with the KCSMO representative and scheduled to minimize disruption to school operations.

Training may be conducted at the individual school, central maintenance facility, project site, or another mutually agreed location.

The training program will include the following components.

Equipment Operation

Alpha will explain the normal operation of serviced or newly installed HVAC equipment, including:

- Equipment purpose and design intent
- Normal operating sequence
- Start-up and shutdown procedures
- Occupied and unoccupied operating modes
- Heating and cooling changeover
- Thermostat, controller, and operator-interface functions
- Normal operating temperatures, pressures, and setpoints
- Equipment staging and capacity control
- Alarm identification and basic alarm response
- Seasonal operating considerations

Preventive Maintenance

KCSMO personnel will receive instruction on recommended preventive-maintenance practices, including:

- Filter inspection and replacement
- Coil inspection and cleaning
- Belt inspection, alignment, and tension
- Bearing and motor inspection
- Condensate-pan, drain, and trap maintenance
- Refrigerant-system visual inspections
- Electrical-connection inspections
- Damper and actuator inspections

- Lubrication requirements
- Heat-exchanger and burner inspections
- Pump, valve, and hydronic-system checks
- Recommended maintenance frequencies
- Identification of conditions requiring service by a qualified HVAC technician

Alpha will distinguish between routine tasks that KCSMO personnel can safely perform and work that should only be completed by properly trained or licensed technicians.

Troubleshooting and Early Problem Recognition

Alpha will train KCSMO personnel to recognize common indicators of equipment problems before they result in a major failure. Training will include:

- Unusual noise or vibration
- Abnormal temperature or humidity conditions
- Inadequate airflow
- Frequent cycling
- Water or refrigerant leakage
- Repeated alarms or fault codes
- Excessive energy usage
- Ice formation
- Condensate overflow
- Motor overheating
- Belt wear or misalignment
- Unusual odors
- Loss of communication with the building automation system

The training is intended to help KCSMO personnel identify and accurately report developing problems. It will not encourage unqualified personnel to perform work that requires specialized tools, certifications, licensing, or safety precautions.

Building Automation and Controls

Where applicable, Alpha will provide instruction on the building automation or equipment-control functions associated with the work. Training may include:

- Navigating the operator interface
- Viewing equipment status
- Reviewing temperatures and setpoints
- Adjusting authorized schedules and setpoints
- Understanding occupied and unoccupied modes
- Reviewing alarms and fault histories
- Identifying communication failures
- Understanding equipment interlocks
- Recognizing the difference between a control problem and a mechanical problem

- Avoiding unauthorized overrides that could affect equipment performance or energy consumption

Any limitations on KCSMO access or system modifications will be clearly explained.

3. Training in New or Replacement Equipment

For new or replacement HVAC equipment, Alpha will provide an equipment-specific orientation before final project closeout or shortly after start-up.

The orientation will include, as applicable:

1. Identification of the equipment and major components.
2. Review of the manufacturer's recommended operating procedures.
3. Demonstration of normal start-up and shutdown.
4. Review of control sequences, schedules, and setpoints.
5. Demonstration of filter, belt, lubrication, drain, and other routine-maintenance access points.
6. Review of applicable safety precautions.
7. Explanation of alarm conditions and fault codes.
8. Review of warranty requirements and prohibited actions that could affect warranty coverage.
9. Identification of recommended spare parts and consumable items.
10. Review of manufacturer contact information, Alpha service procedures, and emergency-response procedures.

When practical, training will include a hands-on walk-through so KCSMO personnel can see the actual equipment operate rather than relying solely on classroom instruction.

4. Training Materials and Documentation

Alpha will provide applicable training and closeout information in an organized format. Depending on the nature of the project, documentation may include:

- Manufacturer operation and maintenance manuals
- Equipment submittals and product data
- Start-up reports
- Equipment model and serial numbers
- Warranty information
- Recommended maintenance schedules
- Control diagrams and sequences of operation
- Equipment-specific troubleshooting information
- Filter, belt, bearing, lubricant, and replacement-part information
- Safety data sheets when applicable
- Updated equipment or asset information
- Service reports describing completed work

- Photographs of completed work when appropriate
- Alpha's service and emergency-contact information

Electronic copies will be provided when available so KCSMO can incorporate the information into its maintenance records or asset-management system.

5. Service-Call Knowledge Transfer

Alpha's training commitment will continue during routine and emergency service calls. When appropriate, the assigned technician will review the following information with the designated KCSMO representative:

- The reported problem
- Diagnostic steps taken
- The root cause of the failure
- Repairs performed
- Parts replaced
- Current operating condition
- Recommended follow-up work
- Measures that may help prevent recurrence
- Conditions that should be monitored
- Potential effects on related equipment

This technician-to-KCSMO communication will provide ongoing, practical training based on actual equipment conditions within the school system.

6. Customized Group Training

At KCSMO's request, Alpha will coordinate focused training sessions addressing recurring issues or specific equipment types. Potential subjects include:

- Commercial rooftop-unit maintenance
- Refrigeration-cycle troubleshooting
- Boiler and hydronic-system fundamentals
- Chiller-system fundamentals
- Variable-frequency drives
- Building automation and HVAC controls
- Electrical troubleshooting for HVAC equipment
- Indoor-air-quality considerations
- Energy-efficient operating practices
- Refrigerant management
- Seasonal start-up and shutdown
- Preventive-maintenance planning
- Root-cause failure analysis
- HVAC safety and lockout/tagout procedures

The subject matter, training length, number of attendees, and location will be coordinated with KCSMO in advance. Alpha may also arrange manufacturer participation when specialized factory training would benefit KCSMO.

7. Safety Training and School-Specific Practices

Because the work will occur in active educational facilities, Alpha will emphasize safe work practices and coordination with KCSMO. Technician and KCSMO training will address:

- Lockout/tagout requirements
- Electrical and mechanical hazards
- Refrigerant safety
- Ladder and fall protection
- Hot-work precautions
- Safe access to roofs, mechanical rooms, and equipment areas
- Maintaining secure work areas
- Protecting students, staff, visitors, and school property
- Controlling dust, debris, noise, and odors
- Proper housekeeping and removal of waste
- Communication before equipment shutdowns
- Coordination of work affecting occupied spaces
- Emergency contact and escalation procedures

Alpha technicians will comply with KCSMO site-access, identification, security, background-check, and conduct requirements.

8. Training Verification

For formal or equipment-specific training sessions, Alpha can document:

- Date and location of training
- Equipment or systems covered
- Name and qualifications of the instructor
- Training topics
- Names of attendees
- Questions or follow-up items
- Training materials provided

Attendance records or sign-in sheets can be submitted to the designated KCSMO representative upon request.

9. Continuous Improvement

Alpha will periodically review service history, recurring failures, equipment condition, and feedback from KCSMO. When repeated issues or knowledge gaps are identified, Alpha will recommend additional training, procedural improvements, preventive-maintenance changes, or equipment corrections.

This continuous improvement process will help KCSMO:

- Reduce repeat service calls
- Improve equipment reliability
- Identify problems earlier
- Extend equipment service life
- Improve maintenance consistency
- Reduce unnecessary energy consumption
- Better plan future repairs and capital replacements
- Maintain comfortable and dependable learning environments

Commitment to KCSMO

Alpha Energy Solutions will approach training as an ongoing partnership rather than a single project-closeout requirement. By combining the experience of technicians developed through a five-year apprenticeship program with site-specific instruction, hands-on demonstrations, complete documentation, and continuing service-call knowledge transfer, Alpha will help KCSMO operate and maintain its HVAC assets safely, efficiently, and reliably throughout the contract.

Knox County
Business Tax Standard License

April 20, 2026

ALPHA MECHANICAL SERVICE, LLC
7200 DISTRIBUTION DR
LOUISVILLE KY 40258-2827

Letter ID:	L0206922688
Expiration Date:	15-May-2027
Return Due By:	15-Apr-2027

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 1001227288 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 April 15, 2027. 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.

ALPHA MECHANICAL SERVICE, LLC
7200 DISTRIBUTION DR
LOUISVILLE KY 40258-2827

Date Issued:	20-Apr-2026
Classification:	4
Letter ID:	L0206922688
License Number:	1001227288
Expiration Date:	15-May-2027

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.)

Alpha Mechanical Service LLC

2 Business name/disregarded entity name, if different from above.

d/b/a Alpha Energy Solutions

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) C

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)

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)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

7200 Distribution Drive

6 City, state, and ZIP code

Louisville, KY 40258

Requester's name and address (optional)

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

5	1	–	0	4	5	6	3	9	6

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** Robert Haydon CFO | **Date** 7-23-2026

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

ALPHA EQUIPMENT RENTAL RATES 5% Increase

EQUIPMENT	Daily	Weekly	Monthly
ACID PUMP CHEMICAL PUMP	$ 50.00	$ 200.00	$ 600.00
AIR ARC MACHINE	$ 35.00	$ 140.00	$ 420.00
BACKPACK COIL CLEANER	$ 35.00	$ 140.00	$ 420.00
BALOMETER (AIR BALANCE)	$ 75.00	$ 300.00	$ 900.00
CHEMICAL PUMP	$ 30.00	$ 120.00	$ 360.00
CHILLER PRESSURIZER	$ 200.00	$ 800.00	$ 2,400.00
CHIPPING HAMMER	$ 40.00	$ 160.00	$ 480.00
CHLORINE TEST	$ 60.00	$ 240.00	$ 720.00
CLOG BLASTER	$ 15.00	$ 60.00	$ 180.00
COIL GUN	$ 25.00	$ 100.00	$ 300.00
COMBUSTIBLE LEAK DETECTOR	$ 40.00	$ 160.00	$ 480.00
CONCRETE SAW	$ 90.00	$ 360.00	$ 1,080.00
CONFINED SPACE ENTRY - DEPT 2	$ 385.00	$ 1,540.00	$ 4,620.00
CONFINED SPACE ENTRY	$ 400.00	$ 1,600.00	$ 4,800.00
CONFINED SPACE ENTRY EQUIPMENT	$ 125.00	$ 500.00	$ 1,500.00
DIAL INDICATOR	$ 55.00	$ 220.00	$ 660.00
DOPPLER FLOW METER	$ 500.00	$ 2,000.00	$ 6,000.00
DROP HEAD DYE TOOL	$ 15.00	$ 60.00	$ 180.00
DUCT JACK	$ 75.00	$ 300.00	$ 900.00
DUCT LIFT	$ 60.00	$ 240.00	$ 720.00
ELECTRIC JACK HAMMER	$ 75.00	$ 300.00	$ 900.00
ELECTRIC LEAK DETECTOR	$ 25.00	$ 100.00	$ 300.00
ELECTRIC WELDER	$ 50.00	$ 200.00	$ 600.00
FLUE GAS ANALYZER/NOX	$ 90.00	$ 360.00	$ 1,080.00
FREEZE MACHINE	$ 155.00	$ 620.00	$ 1,860.00
GALLO GUN	$ 15.00	$ 60.00	$ 180.00
GANTRY	$ 70.00	$ 280.00	$ 840.00
GAS CHOP SAW	$ 50.00	$ 200.00	$ 600.00
GAS POWERED WATER PUMP	$ 35.00	$ 140.00	$ 420.00
GLYCOL PUMP	$ 25.00	$ 100.00	$ 300.00
GLYCOL PUMP - FAST FLOW	$ 75.00	$ 300.00	$ 900.00
GREASE GUN	$ 10.00	$ 40.00	$ 120.00
GROOVER MACHINE	$ 145.00	$ 580.00	$ 1,740.00
HEAT GUN	$ 15.00	$ 60.00	$ 180.00
HEPA VAC	$ 85.00	$ 340.00	$ 1,020.00
HI JACK	$ 30.00	$ 120.00	$ 360.00
HIGH PRESS RECOVERY MACHINE	$ 285.00	$ 1,140.00	$ 3,420.00
HIGH SPEED TUBE BRUSHER	$ 235.00	$ 940.00	$ 2,820.00
HOSES	$ 10.00	$ 40.00	$ 120.00
HOT TAP MACHINE	$ 175.00	$ 700.00	$ 2,100.00
JLG	$ 300.00	$ 1,200.00	$ 3,600.00
LADDER	$ 10.00	$ 40.00	$ 120.00

LAPTOP	$ 30.00	$ 120.00	$ 360.00
LARGE AIR COMPRESSOR	$ 35.00	$ 140.00	$ 420.00
LARGE HAMMER CORE DRILL	$ 90.00	$ 360.00	$ 1,080.00
LARGE PIPE THREADER	$ 55.00	$ 220.00	$ 660.00
LEL MACHINE (confined space mon)	$ 75.00	$ 300.00	$ 900.00
LOW PRESS RECOVERY MACHINE	$ 145.00	$ 580.00	$ 1,740.00
MANOMETER	$ 25.00	$ 100.00	$ 300.00
MEGGER	$ 50.00	$ 200.00	$ 600.00
MICRO CAMERA	$ 40.00	$ 160.00	$ 480.00
MICRON GAUGE	$ 30.00	$ 120.00	$ 360.00
NATURAL GAS LEAK DETECTOR	$ 40.00	$ 160.00	$ 480.00
NOX FLUE ANALYZER	$ 245.00	$ 980.00	$ 2,940.00
ONE MAN LIFT	$ 95.00	$ 380.00	$ 1,140.00
PENCIL LIFT	$ 75.00	$ 300.00	$ 900.00
PIPE FREEZE MACHINE	$ 145.00	$ 580.00	$ 1,740.00
PLASMA ARC	$ 35.00	$ 140.00	$ 420.00
PNEUMATIC CALIBRATION BOX	$ 20.00	$ 80.00	$ 240.00
PONY PIPE THREADER	$ 55.00	$ 220.00	$ 660.00
PORTABAND	$ 25.00	$ 100.00	$ 300.00
PORTABLE GENERATOR	$ 60.00	$ 240.00	$ 720.00
PORTABLE PURGE UNIT	$ 145.00	$ 580.00	$ 1,740.00
PRESSURE PACK	$ 195.00	$ 780.00	$ 2,340.00
PRESSURE TEST KIT	$ 245.00	$ 980.00	$ 2,940.00
PRESSURE WASHER (electric)	$ 35.00	$ 140.00	$ 420.00
PRO PRESS MACHINE	$ 95.00	$ 380.00	$ 1,140.00
PROPANE TURBO HEATER	$ 30.00	$ 120.00	$ 360.00
PROPANE WELDER	$ 90.00	$ 360.00	$ 1,080.00
PUMP SPRAYER	$ 25.00	$ 100.00	$ 300.00
RECOVERY MACHINE	$ 40.00	$ 160.00	$ 480.00
REFRIGERANT IDENTIFIER	$ 115.00	$ 460.00	$ 1,380.00
REFRIGERANT LEAK DETECTOR	$ 30.00	$ 120.00	$ 360.00
RETRIEVAL DEVICE W/MONITOR	$ 155.00	$ 620.00	$ 1,860.00
RIGID XL-C PROPRESS RINGS/HEADS	$ 40.00	$ 160.00	$ 480.00
SCISSOR LIFT	$ 160.00	$ 640.00	$ 1,920.00
SEA SNAKE CAMERA	$ 235.00	$ 940.00	$ 2,820.00
SEA SNAKE CAMERA w/ FINDINGS DVD	$ 275.00	$ 1,100.00	$ 3,300.00
SEA SNAKE, MICRO	$ 50.00	$ 200.00	$ 600.00
SMALL AIR COMPRESSOR	$ 25.00	$ 100.00	$ 300.00
SOOT VAC	$ 145.00	$ 580.00	$ 1,740.00
SUMP PUMP	$ 25.00	$ 100.00	$ 300.00
THERMAL IMAGING CAMERA	$ 55.00	$ 220.00	$ 660.00
THERMISTER VACUUM PUMP	$ 30.00	$ 120.00	$ 360.00
TIG TORCH	$ 45.00	$ 180.00	$ 540.00
TORCH CHARGE	$ 30.00	$ 120.00	$ 360.00

TRANSFER PUMP	$ 15.00	$ 60.00	$ 180.00
TRIPOD	$ 95.00	$ 380.00	$ 1,140.00
TUBE BRUSH MACHINE	$ 90.00	$ 360.00	$ 1,080.00
TUBE CUTTER	$ 60.00	$ 240.00	$ 720.00
TUBE TEST KIT	$ 95.00	$ 380.00	$ 1,140.00
ULTRA SONIC TESTER(AQUASCOPE)	$ 285.00	$ 1,140.00	$ 3,420.00
VACUUM	$ 20.00	$ 80.00	$ 240.00
VACUUM PUMP	$ 30.00	$ 120.00	$ 360.00
VCR	$ 25.00	$ 100.00	$ 300.00
WATER HEATER FOR CHILLERS	$ 300.00	$ 1,200.00	$ 3,600.00
WATER PUMP	$ 30.00	$ 120.00	$ 360.00
WATER TANK	$ 30.00	$ 120.00	$ 360.00
WATER TEST KIT	$ 10.00	$ 40.00	$ 120.00
WELDER WITH GENERATOR	$ 125.00	$ 500.00	$ 1,500.00
WIRSBO TOOL	$ 30.00	$ 120.00	$ 360.00
Delivery/Pickup Charge for Lifts	$ 200.00	$ 200.00	$ 200.00

KNOX COUNTY GOVERNMENT

AND

ARCHER AIR CONDITIONING SERVICE CO INC

This Contract made and entered into this _____ day of _____, 2026 by and between **Knox County Government** through its governing body and authorized representative, hereinafter referred to as "**Knox County" and ARCHER AIR CONDITIONING SERVICE CO INC.** hereinafter referred to as **"Contractor."**

Whereas, County requested sealed bids for the provision of Commercial Grade HVAC Installation and Repair for Knox County Government, (Invitation for Bid 3751);

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 Commercial Grade HVAC Installation and Repair 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 October 1, 2026 and ends the 30th day of September 2027, 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 3751 for Commercial Grade HVAC Installation and Repair as follows:

See Attachment "B" Contractor's Written Response to Invitation for Bid 3751

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 that 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 Commercial Grade HVAC Installation and Repair 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 Commercial Grade HVAC Installation and Repair as detailed herein, Knox County will communicate the **problem(s) to the Contractor** verbally and keep a written record as to what the problem(s) are and when the contractor was contacted. **The Contractor shall have 72 hours** to rectify the problems. If the same or other problems persist or reoccur, Knox County may terminate the contract.

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

8. Appropriations. In the event no funds are appropriated by Knox County for Commercial Grade HVAC Installation and Repair 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 COMMERICAL GRADE HVAC INSTALLATION AND REPAIR, 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 Commercial Grade HVAC Installation and Repair 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 3751
b. Contractor's Written Response to Invitation for Bid 3751

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

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

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County board of Education on the ____ Day of _____, 2026, as reflected in its minutes, and certified by its Chairperson.

_____ _____

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

Date _____

KNOX COUNTY GOVERNMENT

_____ _____

MAYOR – Signature **MAYOR – Printed Name**

Date _____

KNOX COUNTY LAW DIRECTOR

CONTRACT #: 26-611 **KNOX COUNTY, TENNESSEE**

APPROVED AS TO LEGAL FORM

_____ Gary Dupler

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

Date 8/26/2026

ARCHER AIR CONDITIONING SERVICE CO INC

_____ _____

AUTHORIZED SIGNATURE **PRINTED NAME**

DATE _____

Attachment "A"

Invitation for Bid #3751

Commercial Grade HVAC Installation and Repair

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Commercial Grade HVAC Installation and Repair Services** as specified herein. Bids must be received by **2:00 p.m.** on **July 30, 2026**. Late bids will be neither considered nor returned as specified herein.

Deliver Bids To:

Bid Number 3751
Knox County Procurement Division
1000 North Central Street, Suite 100
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 Taylor Childress, Buyer, at 865.215.5774. Questions may be emailed to taylor.childress@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/Procurement.

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

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

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please file a report online by accessing http://www.knoxcounty.org/hotline/index.php.

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

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

1.6 **BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

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

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

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

1.8 **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

1.9 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the opening of this solicitation.

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

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

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

1.13 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will** accept electronically transmitted bids through the County's On-Line Procurement System. All bids must be mailed or delivered by hand in hard copy format. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register, or submit their bid, electronically less than twenty-four (24) hour prior to the bid opening time. Email and fax bids are strictly prohibited.

1.14 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Buys." 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, "Knox Buys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.15 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

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

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

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

The second method is the use of the Knox County E-Commerce Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor

will accept the Knox County E-Commerce Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

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

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

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

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

1.23 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **July 16, 2026, at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.

1.24 **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 term and conditions stated in the bid document. When submitting electronically, the submission of your electronic bid will be the acknowledgement of signature.

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

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

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

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

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

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

1.30 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should

vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.

1.31 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/Procurement. Select the On-Line 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 less than twenty-four (24) hours prior to the bid opening time.

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

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

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

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

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

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

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

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

2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful bidders, Contractor's employees, Contractor's sub-contractors and the employees of any sub-contractors 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 bids the Criminal History Affidavit of Compliance.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive 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 as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.17 **TENNESSEE PROCUREMENT PROTECTION ACT**: By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief the bidder/proposer is not a "foreign adversary company" as defined in the Tennessee Procurement Protection Act, Tennessee Code Annotated Title 4, Chapter 56, as amended by Public Chapter 768 (effective July 1, 2026), and is in compliance with the requirements of said Act.

2.18 **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.

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

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

2.21 **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.

2.22 **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.

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

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

2.25 **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:** Knox County and Knox County Schools Maintenance and Operations Department (KCSMO) intends to establish a Term Contract with one (1) or more properly licensed contractor(s) to provide HVAC emergency repairs, miscellaneous repairs, replacements, additions and/or new installation services as requested by KCSMO. The HVAC maintenance and repair service will be on a twenty-four (24) hour, seven (7) days a week basis. As needs arise, KCSMO will determine availability of the panel of approved vendors. Those that are available for a job will be asked to quote the job based on the prices quoted herein. Unless delivery timeframes, expertise or other mitigating factors apply, the job will normally be placed with the approved vendor quoting the least cost to KCSMO. Vendors may be asked to work and price jobs in two (2) different ways:

3.1.1 First, vendors may be asked to work and charge by the hour. Invoices would simply reflect the number of hours multiplied by the contract rate. Materials would be listed and the discount applied.

3.1.2 Secondly, vendors may be asked to price work by the job. The quote would be based upon the labor rates quoted herein and the materials would have the appropriate discount. However, the vendors will quote a not to exceed price.

Knox County intends to make a Best Value Award. Best value means more than low cost. It includes cost, service quality and other factors detailed herein.

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

3.3 **ADDITIONS/DELETIONS:** Knox County reserves the right to add/delete items to this bid. Additional products/services will be agreed upon by both parties in writing.

3.4 **AWARD STATUS:** Knox County intends to issue a one-year (1) award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County and the Knox County Schools reserves the right to purchase these services from other sources if the need arises. Knox County and Knox County Schools reserves the right to revoke the award if these services are not satisfactory or a pattern of unavailability arises.

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

3.6 **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 Contractor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor if they will lower the cost to Knox County and/or provide improved service.

3.7 **COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, KCS will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an e-mail confirmation. Due to the volume of information that must be transmitted, it is essential that the Contractor have an efficient and properly functioning email. Ideally, the Contractor will have e-mail capabilities.

3.8 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Bidder 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 Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.

3.9 **CONTACT PERSONNEL:** It shall be essential to the success of this term contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the successful bidder shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County so as to avoid any interruption of service.

3.10 **CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful bidder(s). The Contract must be voted on by the Knox County Commission and Knox County Board of Education and receive a majority vote. The successful firm(s) may be required to be present at the full Commission Meeting and Board of Education Meeting to answer questions relating to the services performed. Adequate notification will be given by the Knox County Procurement Division if the firm(s) will need to attend this meeting. The Knox County Procurement Division will draft this Contract and no vendor forms, (i.e. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as contract documents or as contract attachments.

3.11 **DESTINATION AND DELIVERY:** All shipments that are to be delivered must be F.O.B. Destination to the department ordering the items. All destination and delivery charges are to be included in the unit price of all items. Vendors are to include all destination and delivery charges in their price. **There will be no extra hidden charges.**

3.12 **ENTRANCE TO KNOX COUNTY SCHOOL SITES:** Only authorized employees of the successful Contractor(s) are allowed on the premises of KCS buildings. Contractor(s) employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). All employees must wear a company uniform or name badges identified with the Company name at all times. Contractor and/or employees of contractor must contact KCS prior to reporting to a site for work.

3.13 **ESTIMATE PREPERATION:** Vendor may be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimation shall include but not be limited to the cost of; labor, material, blueprint preparation, detailed description of the scope of work, inspection services, and any required subcontracted services. Quotations shall be based upon the contract rates. Quotation shall remain firm for thirty (30) days from acceptance by Knox County. All estimation and quotation preparation shall be provided at no cost or obligation to Knox County.

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

Pricing	**80 Points**
Capabilities & Resources	**20 Points**

3.15 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder(s). This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not

within the service provider's bid, may also be noted and made part of the evaluation file.

Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.16 **IDENTIFICATION AND UNIFORMS:** Employees of the Contractor shall have proper photo identification displayed, at all times, while on School property. If needed, KCS can provide temporary photo identification for a fee of $2.50 per badge. Additionally, as appropriate, Contractor is encouraged to have its employees in a standard uniform. This is a preference but not a requirement. Additionally, many schools require visitors to obtain and wear visitor passes issued by that particular site. If so, visitors will obtain such pass and display it as instructed.

3.17 **INSTALLATION:** Contractor will be responsible for installation of all equipment being bid. Bidders must state their total cost to install all equipment. Installation will not be considered complete until reviewed and accepted by a Knox County Representative.

3.18 **INSURANCE:** The successful Vendor(s) must carry the insurance as indicated on the Insurance Checklist Attachment hereto. As proof of the Vendor's willingness to obtain and maintain the insurance, the Vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid.

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 project is in effect.

3.19 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.

3.20 **INVOICING REQUIREMENTS:** **INVOICING REQUIREMENTS:** As several different departments may use this Contract, please adhere to the following guidelines:

FOR KCS MAIL ALL INVOICES TO:
Knox County Schools Maintenance & Operations
Purchasing Supervisor
900 East Fifth Avenue
Knoxville, TN 37917

FOR ALL OTHER KNOX COUNTY DEPARTMENTS MAIL INVOICES TO:
The Remit to Address on the Purchase Order.

The following general guidelines apply to all departments. However, each department may have additional or slightly different needs, which they will communicate to you.

TRACKING NUMBER: All invoices must have one (1) of our tracking numbers on them or they will be returned. You will only have one (1) number per invoice.
INVOICE DETAIL: At a minimum, these items must be shown on the invoice:

- The grand total amount
- An itemized list detailing the description, quantity and cost of each item or service provided (not if the job was a "Not to Exceed" project).
- The location delivered to (Such as XYZ School or Maintenance 5th Avenue)
- The date the work/materials were delivered
- A statement that the price invoiced is per the bid/quote.
- The tracking number (purchase order or encumbrance number)

SUBMIT ONE (1) ORIGINAL INVOICE AND ONE (1) COPY.
INVOICES ARE TO BE ORIGINAL, WITH A UNIQUE REFERENCE NUMBER. PREFERABLY INVOICES WILL BE WHITE.
REVIEW OF INVOICES: Invoices will be reviewed for adherence to bid terms and/or the quotation.

FAILURE TO FOLLOW GUIDELINES: Failure to follow these guidelines may slow down the payment process, while following these steps will help you receive payment faster. Variation from the terms of our bids is strictly prohibited. It will help speed your payment if your invoice notes the bid number or name. It will be even more helpful if your invoice clearly states that the charges are in accordance with the bid or quotation terms.

JOB/SERVICE TICKETS: Job/service tickets that substantiate the invoice must accompany the invoice. The original job/service tickets will be given to the requesting department. Copies must accompany the invoice.

UNPAID INVOICES: If invoices are unpaid after thirty (30) calendar days, please contact KCS to ascertain their status.

3.21 **INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may require different invoicing 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 "Billing" 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 desired 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.

3.22 **LICENSES:** Bidders will provide with their bid a copy of all State of Tennessee, City of Knoxville and Knox County licenses that they and their employees hold. Bidders must provide proof of State of Tennessee certification as a backflow prevention device tester. A copy of the State certification **must** accompany their bid. **FAILURE TO PROVIDE THIS INFORMATION WILL BE JUST CAUSE FOR REJECTION OF THE BID.**

3.23 **MATERIAL/LABOR QUALITY:** Unless otherwise specified, all materials must be of a commercial grade or better.

3.24 **NEW MATERIAL:** Unless specified otherwise in the bid package, Contractor(s) must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of the bid. Refurbished or remanufactured materials **will not** be accepted.

3.25 **NEWS RELEASES BY CONTRACTORS:** As a matter of policy, KCS does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of KCS.

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 **OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bid shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.28 **PERMITS:** Contractor will be responsible for obtaining any and all required permits. Knox County shall not be responsible for the cost of any and all permits.

3.29 **PRICING:** Bidders must quote a firm fixed price for the items noted herein. The price may not change during the term of the Contract. However the Contractor may request a price increase at each renewal period. A request for a price increase must be accompanied by proof of increased price to the Contractor. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected the Contractor may:

- Continue with existing prices
- Not accept the renewal offer
- Request a lower price increase

If a price increase is approved by Knox County and Knox County Schools Maintenance & Operations (KCSMO), the approval notification will be done in writing and the vendor will be notified of the new price schedule. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.30 **RECORDS:** Vendor will maintain records of items and quantities purchased by Knox County and make them available on request.

3.31 **REMOVAL OF VENDORS EMPLOYEES:** The successful Vendor(s) agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the successful Vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

3.32 **SAFETY AND PROTECTION:** The contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all of their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the service. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on-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 by OSHA, EPA, and AHERA.

The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.

Contractor shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

3.33 **SCHEDULING OF WORK:** Vendor(s) shall cooperate with officials in performing work so that interference with the normal program will be held to a minimum. Work will normally be scheduled for regular work hours and not for overtime hours.

3.34 **SIGN-IN FOR KNOX COUNTY SCHOOLS:** Vendors must sign the Vendor Check-In Log at each school site where work is to be performed. Ask for the "Maintenance & Contractor's Sign-In Book" in the office area. Failure to sign-in will negate KCSMO responsibility to pay the resulting invoice. Vendors do not have to sign-in if the office area of the facility is locked.

3.35 **SUB-CONTRACTING:** Any sub-contracting must be approved, in advance, by both Knox County and KCSMO. Knox County and KCSMO may terminate the Contract if subcontracting is done without approval.

3.36 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation by **July 16, 2026, by 4:30 pm.** Submit questions as noted in Section 1.1.

3.37 **VALUE ADDED RELATIONSHIP:** Knox County and KCSMO intend for this bid to result in a relationship with a vendor. Knox County and KCSMO desire a long-term relationship with a Contractor in which common goals are shared. Among those goals are:

- Fair and equitable treatment of Contractor and County.
- Contactor expertise in methods of cost reduction. Contractors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.
- Contractor involvement in the School system or a specific school on a non-business basis. One example is involvement with the Knox County Schools Teacher Depot. The Teacher Depot accepts the donation of equipment and supplies for distribution to teachers.

3.38 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

SECTION IV SCOPE OF WORK

4.1 **CALL BACK SERVICE:** Upon written notice from KCSMO, the contractor must, without charge, promptly and properly replace any and all improper work and material that may become apparent within a one (1) year period from the date of acceptance by the KCSMO. Call back service for previous repairs or maintenance will be on a

twenty-four hour, seven days a week basis at no additional cost to the KCSMO and response time will be within two (2) hours of notification for emergencies and twenty-four (24) hours for non-emergencies. Should KCSMO and a vendor disagree about whether or not a call back service is a warranty issue, the vendor will submit details of the situation in writing to KCSMO and the situation will be reviewed. Any compressors and motors replaced will have a minimum one (1) year parts and labor warranty.

4.2 **CONTRACTOR'S ESTIMATES:** The vendors may be required to visit the potential job-sites and submit accurate quotations before the work is authorized. Any questions regarding energy efficiency standards, equipment sizing, or fuel selection shall be addressed to the KCSMO Energy Manager or HVAC department prior to quotation. If the quotation is accepted and the work is performed, the contractor's invoice shall not exceed the quoted amount. Quotations must be provided within five (5) business days of request. All quotations are to be accompanied by a list of any subcontractors to be employed for the job. Quotations must show the approved labor and material rates.

4.3 **COST OF PARTS AND MATERIALS:**

DISCOUNT FROM TRADE SERVICE CATALOG

4.3.1 The cost for part and materials shall be derived from the Trade Service Catalog (latest edition) for HVAC work. The successful vendor(s) will provide a minimum 20% discount on parts and materials from the trade service catalog. Any additional discount will be listed separately. Parts and materials required for a specific job but not listed in the trade service catalog will not have a mark-up exceeding ten (10) percent. The actual cost in mark-up must be presented to KCSMO for approval to incurring the charge. KCSMO will not pay for the routine supplies nor tools that are required to perform normal HVAC work.

4.3.2 Billing for parts and materials shall be consistent with the prices contained in the Trade Service Catalog and the page of items shall be shown on the invoice so that KCSMO can confirm the price.

4.3.3 Subsequent to an award the successful vendor(s) must furnish a copy of the current Trade Service Catalog. The Knox County Procurement Division, the KCSMO Purchasing Supervisor and the KCSMO HVAC foreman will each retain a copy of the document. It is preferred that vendor(s) provide this information in electronic format with updates as applicable or upon request.

4.4 **HOURS:** Contractor must be available for emergencies and scheduled service during day and night time hours and on weekends and holidays. However, KCSMO must approve, in advance, work that would be performed on an overtime rate basis. Scheduled work is not to be overtime.

4.5 **LABOR CHARGES:**

4.5.1 Bidders shall include all costs (e.g.: overhead, profit, insurance, workers' compensation, unemployment insurance, social security, routine supplies and materials) in the hourly rate.

4.5.2 The Contractor is required to have hours worked certified by KCSMO personnel. The billable time starts when the worker checks in and ends when the worker checks out with the designated KCSMO employee. A job/service ticket will be left with the KCSMO designee. This document will show the arrival and departure time and date for each employee.

4.5.3 Additional truck mileage charges will not be allowed.

4.6 **MATERIALS:** All materials furnished and installed shall:

4.7.1 Be Underwriters Laboratories listed, where applicable.
4.7.2 Be of standard professional quality and workmanship.
4.7.3 Conform to or exceed the general quality level of the base unit.
4.7.4 Be parts produced by the original manufacturer except with permission in emergencies.
4.7.5 Be Energy Star rated equipment where available.
4.7.6 Meet the KCSMO energy department minimum standards.

4.7 **OWNER'S MANUAL:** Owner's manuals, preventative maintenance guidelines, schematics and related documents must be provided to the KCSMO HVAC foreman upon completion of a project. The following guidelines apply:

4.8.1 The site where the installation occurred.
4.8.2 The area (e.g. floor or wing).
4.8.3 The serial number of the unit(s).
4.8.4 The brand and model of the unit(s).
4.8.5 The date of installation.

4.8.6 These materials shall be in a three (3) ring binder.

4.8 **QUALITY:** All work must conform to American Wire Association Standards. All wiring shall be done according to Electrical Code. All work must meet the applicable requirements of all authorities having jurisdiction.

4.9 **QUALITY ASSURANCE:** KCSMO is committed to a quality assurance program so that Knox County's investment is maximized. For example, bidders may submit information on HVAC Retrofit Units built to the specifications and space requirements of the existing units already on site.

4.10 **REPRESENTATIONS OF VENDOR:** The Vendor represents and warrants:

4.10.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished by it; and

4.10.2 That the firm is familiar with all Federal, State, municipal and County laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

4.10.3 That such temporary and permanent work required by the Contract Documents as is to be done by the firm can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and

4.10.4 That the firm has carefully examined the plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

4.11 **TRAINING:** Use Attachment D.

4.12.1 **Vendor Employees** - Bidders will provide evidence of training classes and seminars that their staff has participated in. KCSMO has several types of HVAC units throughout its sites. KCSMO anticipates, but does not guarantee, the majority of the work requested will be on such brands as American Standard, Carrier, Trane and York. Therefore, and in addition to, other standard technical certifications, the prospective vendor's employees must be qualified or trained to work on American Standard, Carrier, Trane and York.

4.12.2 **Training to KCSMO Employees -** Vendors shall provide on-site (and/or within the County) training for KCSMO employees. Such training shall be relative to the installation, maintenance, trouble shooting and operation of units that are installed as a result of this Contract. Such training will be up to eight (8) hours per quarter and/or up to twenty-four (24) hours per year. Training sessions may be in increments up to eight (8) hours per session.

4.12.3 **Training specified herein shall be at no additional charge.**

4.12 **WARRANTIES:** Warranties that are applicable to merchandise and service provided to KCSMO will be delivered to 900 East Fifth Avenue, Knoxville, Tennessee 37917. Warranties must indicate:

4.12.1 The site of the installation.
4.12.2 The area (e.g. floor or wing).
4.12.3 The serial number of the unit(s).
4.12.4 The brand and model of the unit(s).
4.12.5 The date the warranty commences.

Vendors must provide:

4.12.6 A minimum twelve (12) month warranty on parts and labor on all new installations. The twelve (12) months starts once the repair or installation is complete, and accepted by the County, and the unit is in service. This includes any unit built to order.

4.12.7 Any extended warranties (in excess of twelve (12) months) offered by the manufacturer for various components at no additional cost to KCSMO.

4.12.8 A quarterly listing/printout of all equipment installed during the quarter.

4.12.9 Service to accomplish all warranty repairs during the contract period and after the contract period has expired if the warranty is still in force.

Bidders need not return pages one (1) through thirteen (13) with their bid submittal.

SECTION V VENDOR INFORMATION AND PRICING FOR BID #3751, COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES

The following pages should be attached as a portion of the bid response. Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor Name _____

5.2 Vendor Address _____

City_____State _____Zip_____

5.3 Telephone Number _____ Fax Number _____

5.4 Vendor Number As Assigned By The Knox County Procurement Division_____

5.5 Contact Person _____

5.6 Contact Person's Email _____

5.7 By submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of any bidder/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 bidder/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 bidder/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 bidder/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: _____

Pursuant to the Tennessee Procurement Protection Act (T.C.A. Title 4, Chapter 56, as amended by Public Chapter 768, effective July 1, 2026), by submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of the bidder/proposer certifies, and in the case of joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge, and believe that each bidder/proposer is not providing goods, services, or information and communications technology (ICT) from foreign adversary companies.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

5.8 Vendor's Knox County Business License Number _____
(If Applicable*) Attach A Copy Of The License.*

5.9 Bidder Offers A Discount Of _____ % If Payment Is Made Within 30 Days.

5.10 Vendor certifies that the Equipment Bid is neither Refurbished nor Remanufactured.

Signed: _____

5.11 Will you accept credit card (VISA) payments as per section 1.18? Yes _____ No _____

5.12 Did you include the Criminal History Records Check as per section 2.7? Yes _____ No _____

5.13 Did you include the Insurance Checklist as per section 3.18? Yes _____ No _____

5.14 Did you include the Drug Free Affidavit as per section 1.11? Yes _____ No _____

5.15 I Acknowledge The Receipt Of: (Please Write "Yes" If You Received One)

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

5.16 Do you accept the Terms and Conditions of the bid? Yes _____ No _____

With Exceptions _____

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3751
COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES – (CONTINUED)

VENDOR NAME: _____

5.17 Number of Years in Business: _____

5.18 Major Equipment Owned (attach additional pages if necessary): _____

_____

_____

_____

5.19 Total Staff Size: _____ **Technicians:** _____ **Apprentices:** _____ **Helpers** _____

(Total staff size shall be limited to those employees having direct responsibilities for the Knox County account.)

5.20 Pricing:

	ITEM	UNIT OF MEASURE	REGULAR TIME	NON-REGULAR TIME
5.20.1	HVAC Supervisor	Hour	$	$
5.20.2	HVAC Technician	Hour	$	$
5.20.3	Electrician	Hour	$	$
5.20.4	Sheet Metal Worker	Hour	$	$
5.20.5	Pipe Fitter	Hour	$	$
5.20.6	Welder	Hour	$	$
5.20.7	Certified Welder	Hour	$	$
5.20.8	Mechanic	Hour	$	$
5.20.9	Laborer	Hour	$	$
5.20.10	Helper	Hour	$	$

5.21 Parts and Materials Discount in addition to 20% listed in Section 4.3.1 _____%

ATTACHMENT A
INSURANCE CHECKLIST
BID NUMBER 3751

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	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE; $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.
21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.

AGENCY NAME:_____ AUTHORIZING SIGNATURE: _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS AS STATED ABOVE.

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by construction 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 C

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 D
INVITATION FOR BID 3751

TRAINING INFORMATION

Use this sheet to detail your training program and training to be provided to KCSMO

Vendor:_____

A. Detail the training program for your employees.

B. Detail the training program that will be provided to KCSMO.

Attachment "B"

Contractor's Response to

Invitation for Bid #3751

Commercial Grade HVAC Installation and Repair

"Original"

SECTION V VENDOR INFORMATION AND PRICING FOR BID #3751, COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES

The following pages should be attached as a portion of the bid response. Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 **Vendor Name** Archer Air Conditioning Service Co Inc Type text here

5.2 **Vendor Address** 2503 West Beaver Creek Drive

City Powell **State** TN **Zip** 37849

5.3 **Telephone Number** 865-859-9082 **Fax Number** 865-859-9110

5.4 **Vendor Number As Assigned By The Knox County Procurement Division** 14371

5.5 **Contact Person** John Butler

5.6 **Contact Person's Email** jbutler@archerac.com

5.7 **By submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of any bidder/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 bidder/proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.**

Authorizing Signature: _____ **(sign in blue ink)**

Title: President/Owner **Date:** 07/30/2026

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder/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 bidder/proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____ **(sign in blue ink)**

Title: President **Date:** 7/30/2026

Pursuant to the Tennessee Procurement Protection Act (T.C.A. Title 4, Chapter 56, as amended by Public Chapter 768, effective July 1, 2026), by submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of the bidder/proposer certifies, and in the case of joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge, and believe that each bidder/proposer is not providing goods, services, or information and communications technology (ICT) from foreign adversary companies.

Authorizing Signature: _____ **(sign in blue ink)**

Title: President **Date:** 7/30/2026

5.8 **Vendor's Knox County Business License Number** 1000381256
(If Applicable) ***Attach A Copy Of The License.***

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3751
COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES – (CONTINUED)

VENDOR NAME: Archer Air Conditioning Service Co Inc

5.17 Number of Years in Business: 64

5.18 Major Equipment Owned (attach additional pages if necessary): Utility service trucks, Recovery machine, Vacuum pump, Meter, Electronic Test Equipment, Airflow Meters, Refrigerant Specialty tools

5.19 Total Staff Size: 59 **Technicians:** 24 **Apprentices:** 4 **Helpers** 4

(Total staff size shall be limited to those employees having direct responsibilities for the Knox County account.)

5.20 Pricing:

	ITEM	UNIT OF MEASURE	REGULAR TIME	NON-REGULAR TIME
5.20.1	HVAC Supervisor	Hour	$80.00	$90.00
5.20.2	HVAC Technician	Hour	$70.00	$80.00
5.20.3	Electrician	Hour	$	$
5.20.4	Sheet Metal Worker	Hour	$70.00	$80.00
5.20.5	Pipe Fitter	Hour	$	$
5.20.6	Welder	Hour	$	$
5.20.7	Certified Welder	Hour	$	$
5.20.8	Mechanic	Hour	$	$
5.20.9	Laborer	Hour	$40.00	$50.00
5.20.10	Helper	Hour	$40.00	$50.00

5.21 Parts and Materials Discount in addition to 20% listed in Section 4.3.1 0 %

ATTACHMENT A
INSURANCE CHECKLIST
BID NUMBER 3751

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	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE; $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.
21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.

AGENCY NAME: TIS Insurance Services, Inc. AUTHORIZING SIGNATURE: _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS AS STATED ABOVE.

BIDDER NAME: Archer Air Conditioning AUTHORIZING SIGNATURE: _____

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by construction contractor with five (5) or more employees)

I, John Butler, President or other Principal Officer of

Archer Air Conditioning Service Co 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.

ELKANNA AIMMIA LONG
STATE OF TENNESSEE NOTARY PUBLIC
UNION COUNTY
MY COMMISSION EXPIRES MAY 02, 2029

President or Principal Officer

For: Archer Air Conditioning Service Co Inc
Name of Company

STATE OF TENNESSEE {COUNTY OF }

Subscribed and sworn before me by John Butler,

President or Principal Officer of Archer Air Conditioning Service Co Inc,

On this 30th day of July 2026.

Notary Public

My Commission expires: May 2 2029

ATTACHMENT C

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 Butler, President or other Principal

Officer of Archer Air Conditioning Service Co 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.

ELKANNA AIMMIA LONG
STATE OF TENNESSEE NOTARY PUBLIC
UNION COUNTY
MY COMMISSION EXPIRES MAY 02, 2029

President or Principal Officer

For: Archer Air Conditioning Service Co Inc
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by John Butler,

President or Principal Officer of Archer Air Conditioning Service Co Inc,

On this 30th day of July 2026.

Notary Public

My Commission expires: May 2, 2029

ATTACHMENT D
INVITATION FOR BID 3751

TRAINING INFORMATION

Use this sheet to detail your training program and training to be provided to KCSMO

Vendor: Archer Air Conditioning Service Co Inc

A. Detail the training program for your employees.

1. We send employees to factory schools on all major brands of equipment.
2. Our service supervisors hold training sessions for apprentise.
3. We have on the job training for new employees.

B. Detail the training program that will be provided to KCSMO.

1. Train KCSMO on all new equipment we have installed
2. Hold training sessions on any changes and updates on equipment they are servicing
3. We will hold training sessions in areas KCSMO might request in HVAC service

Knox County
Business Tax Standard License

July 16, 2025

ARCHER AIR COND SVC CO
2503 W BEAVER CREEK DR
POWELL TN 37849-4835

Letter ID:	L0323950272
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 1000381256 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.

ARCHER AIR COND SVC CO
2503 W BEAVER CREEK DR
POWELL TN 37849-4835

Date Issued:	16-Jul-2025
Classification:	4
Letter ID:	L0323950272
License Number:	1000381256
Expiration Date:	15-Aug-2026

KNOX COUNTY GOVERNMENT

AND

J&F MECHANICAL, INC.

This Contract made and entered into this _____ day of _____, 2026 by and between **Knox County Government** through its governing body and authorized representative, hereinafter referred to as "**Knox County" and J&F MECHANICAL, INC..** hereinafter referred to as **"Contractor."**

Whereas, County requested sealed bids for the provision of Commercial Grade HVAC Installation and Repair for Knox County Government, (Invitation for Bid 3751);

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 Commercial Grade HVAC Installation and Repair 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 October 1, 2026 and ends the 30th day of September 2027, 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 3751 for Commercial Grade HVAC Installation and Repair as follows:

See Attachment "B" Contractor's Written Response to Invitation for Bid 3751

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 that 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 Commercial Grade HVAC Installation and Repair 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 Commercial Grade HVAC Installation and Repair as detailed herein, Knox County will communicate the **problem(s) to the Contractor** verbally and keep a written record as to what the problem(s) are and when the contractor was contacted. **The Contractor shall have 72 hours** to rectify the problems. If the same or other problems persist or reoccur, Knox County may terminate the contract.

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

8. Appropriations. In the event no funds are appropriated by Knox County for Commercial Grade HVAC Installation and Repair 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 COMMERICAL GRADE HVAC INSTALLATION AND REPAIR, 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 Commercial Grade HVAC Installation and Repair 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 3751
b. Contractor's Written Response to Invitation for Bid 3751

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

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

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County board of Education on the ____ Day of _____, 2026, as reflected in its minutes, and certified by its Chairperson.

_____ _____

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

Date _____

KNOX COUNTY GOVERNMENT

_____ _____

MAYOR – Signature **MAYOR – Printed Name**

Date _____

KNOX COUNTY LAW DIRECTOR

CONTRACT #: 26-612 **KNOX COUNTY, TENNESSEE**

APPROVED AS TO LEGAL FORM

_____ Gary Dupler

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

Date 8/26/2026

J&F MECHANICAL, INC.

_____ _____

AUTHORIZED SIGNATURE **PRINTED NAME**

DATE _____

Attachment “A”

Invitation for Bid #3751

Commercial Grade HVAC Installation and Repair

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Commercial Grade HVAC Installation and Repair Services** as specified herein. Bids must be received by **2:00 p.m.** on **July 30, 2026**. Late bids will be neither considered nor returned as specified herein.

Deliver Bids To:

Bid Number 3751
Knox County Procurement Division
1000 North Central Street, Suite 100
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 Taylor Childress, Buyer, at 865.215.5774. Questions may be emailed to taylor.childress@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/Procurement.

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

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

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please file a report online by accessing http://www.knoxcounty.org/hotline/index.php.

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

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

1.6 **BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

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

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

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

1.8 **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

1.9 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the opening of this solicitation.

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

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

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

1.13 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will** accept electronically transmitted bids through the County's On-Line Procurement System. All bids must be mailed or delivered by hand in hard copy format. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register, or submit their bid, electronically less than twenty-four (24) hour prior to the bid opening time. Email and fax bids are strictly prohibited.

1.14 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Buys." 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, "Knox Buys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.15 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

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

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

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

The second method is the use of the Knox County E-Commerce Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor

will accept the Knox County E-Commerce Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

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

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

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

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

1.23 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **July 16, 2026, at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.

1.24 **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 term and conditions stated in the bid document. When submitting electronically, the submission of your electronic bid will be the acknowledgement of signature.

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

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

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

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

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

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

1.30 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should

vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.

1.31 VENDOR REGISTRATION: Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/Procurement. Select the On-Line 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 less than twenty-four (24) hours prior to the bid opening time.

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

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

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

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

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

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

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

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

2.7 CRIMINAL HISTORY RECORDS CHECK: Any and all successful bidders, Contractor's employees, Contractor's sub-contractors and the employees of any sub-contractors 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 bids the Criminal History Affidavit of Compliance.

2.8 DEFAULT: If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive 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 as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.17 **TENNESSEE PROCUREMENT PROTECTION ACT**: By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief the bidder/proposer is not a "foreign adversary company" as defined in the Tennessee Procurement Protection Act, Tennessee Code Annotated Title 4, Chapter 56, as amended by Public Chapter 768 (effective July 1, 2026), and is in compliance with the requirements of said Act.

2.18 **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.

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

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

2.21 **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.

2.22 **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.

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

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

2.25 **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:** Knox County and Knox County Schools Maintenance and Operations Department (KCSMO) intends to establish a Term Contract with one (1) or more properly licensed contractor(s) to provide HVAC emergency repairs, miscellaneous repairs, replacements, additions and/or new installation services as requested by KCSMO. The HVAC maintenance and repair service will be on a twenty-four (24) hour, seven (7) days a week basis. As needs arise, KCSMO will determine availability of the panel of approved vendors. Those that are available for a job will be asked to quote the job based on the prices quoted herein. Unless delivery timeframes, expertise or other mitigating factors apply, the job will normally be placed with the approved vendor quoting the least cost to KCSMO. Vendors may be asked to work and price jobs in two (2) different ways:

3.1.1 First, vendors may be asked to work and charge by the hour. Invoices would simply reflect the number of hours multiplied by the contract rate. Materials would be listed and the discount applied.

3.1.2 Secondly, vendors may be asked to price work by the job. The quote would be based upon the labor rates quoted herein and the materials would have the appropriate discount. However, the vendors will quote a not to exceed price.

Knox County intends to make a Best Value Award. Best value means more than low cost. It includes cost, service quality and other factors detailed herein.

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

3.3 **ADDITIONS/DELETIONS:** Knox County reserves the right to add/delete items to this bid. Additional products/services will be agreed upon by both parties in writing.

3.4 **AWARD STATUS:** Knox County intends to issue a one-year (1) award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County and the Knox County Schools reserves the right to purchase these services from other sources if the need arises. Knox County and Knox County Schools reserves the right to revoke the award if these services are not satisfactory or a pattern of unavailability arises.

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

3.6 **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 Contractor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor if they will lower the cost to Knox County and/or provide improved service.

3.7 **COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, KCS will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an e-mail confirmation. Due to the volume of information that must be transmitted, it is essential that the Contractor have an efficient and properly functioning email. Ideally, the Contractor will have e-mail capabilities.

3.8 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Bidder 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 Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.

3.9 **CONTACT PERSONNEL:** It shall be essential to the success of this term contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the successful bidder shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County so as to avoid any interruption of service.

3.10 **CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful bidder(s). The Contract must be voted on by the Knox County Commission and Knox County Board of Education and receive a majority vote. The successful firm(s) may be required to be present at the full Commission Meeting and Board of Education Meeting to answer questions relating to the services performed. Adequate notification will be given by the Knox County Procurement Division if the firm(s) will need to attend this meeting. The Knox County Procurement Division will draft this Contract and no vendor forms, (i.e. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as contract documents or as contract attachments.

3.11 **DESTINATION AND DELIVERY:** All shipments that are to be delivered must be F.O.B. Destination to the department ordering the items. All destination and delivery charges are to be included in the unit price of all items. Vendors are to include all destination and delivery charges in their price. **There will be no extra hidden charges.**

3.12 **ENTRANCE TO KNOX COUNTY SCHOOL SITES:** Only authorized employees of the successful Contractor(s) are allowed on the premises of KCS buildings. Contractor(s) employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). All employees must wear a company uniform or name badges identified with the Company name at all times. Contractor and/or employees of contractor must contact KCS prior to reporting to a site for work.

3.13 **ESTIMATE PREPERATION:** Vendor may be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimation shall include but not be limited to the cost of; labor, material, blueprint preparation, detailed description of the scope of work, inspection services, and any required subcontracted services. Quotations shall be based upon the contract rates. Quotation shall remain firm for thirty (30) days from acceptance by Knox County. All estimation and quotation preparation shall be provided at no cost or obligation to Knox County.

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

Pricing	**80 Points**
Capabilities & Resources	**20 Points**

3.15 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder(s). This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not

within the service provider's bid, may also be noted and made part of the evaluation file.

Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.16 **IDENTIFICATION AND UNIFORMS:** Employees of the Contractor shall have proper photo identification displayed, at all times, while on School property. If needed, KCS can provide temporary photo identification for a fee of $2.50 per badge. Additionally, as appropriate, Contractor is encouraged to have its employees in a standard uniform. This is a preference but not a requirement. Additionally, many schools require visitors to obtain and wear visitor passes issued by that particular site. If so, visitors will obtain such pass and display it as instructed.

3.17 **INSTALLATION:** Contractor will be responsible for installation of all equipment being bid. Bidders must state their total cost to install all equipment. Installation will not be considered complete until reviewed and accepted by a Knox County Representative.

3.18 **INSURANCE:** The successful Vendor(s) must carry the insurance as indicated on the Insurance Checklist Attachment hereto. As proof of the Vendor's willingness to obtain and maintain the insurance, the Vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid.

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 project is in effect.

3.19 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.

3.20 **INVOICING REQUIREMENTS:** **INVOICING REQUIREMENTS:** As several different departments may use this Contract, please adhere to the following guidelines:

FOR KCS MAIL ALL INVOICES TO:
Knox County Schools Maintenance & Operations
Purchasing Supervisor
900 East Fifth Avenue
Knoxville, TN 37917

FOR ALL OTHER KNOX COUNTY DEPARTMENTS MAIL INVOICES TO:
The Remit to Address on the Purchase Order.

The following general guidelines apply to all departments. However, each department may have additional or slightly different needs, which they will communicate to you.

TRACKING NUMBER: All invoices must have one (1) of our tracking numbers on them or they will be returned. You will only have one (1) number per invoice.
INVOICE DETAIL: At a minimum, these items must be shown on the invoice:

- The grand total amount
- An itemized list detailing the description, quantity and cost of each item or service provided (not if the job was a "Not to Exceed" project).
- The location delivered to (Such as XYZ School or Maintenance 5th Avenue)
- The date the work/materials were delivered
- A statement that the price invoiced is per the bid/quote.
- The tracking number (purchase order or encumbrance number)

SUBMIT ONE (1) ORIGINAL INVOICE AND ONE (1) COPY.
INVOICES ARE TO BE ORIGINAL, WITH A UNIQUE REFERENCE NUMBER. PREFERABLY INVOICES WILL BE WHITE.
REVIEW OF INVOICES: Invoices will be reviewed for adherence to bid terms and/or the quotation.

FAILURE TO FOLLOW GUIDELINES: Failure to follow these guidelines may slow down the payment process, while following these steps will help you receive payment faster. Variation from the terms of our bids is strictly prohibited. It will help speed your payment if your invoice notes the bid number or name. It will be even more helpful if your invoice clearly states that the charges are in accordance with the bid or quotation terms.

JOB/SERVICE TICKETS: Job/service tickets that substantiate the invoice must accompany the invoice. The original job/service tickets will be given to the requesting department. Copies must accompany the invoice.

UNPAID INVOICES: If invoices are unpaid after thirty (30) calendar days, please contact KCS to ascertain their status.

3.21 **INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may require different invoicing 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 "Billing" 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 desired 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.

3.22 **LICENSES:** Bidders will provide with their bid a copy of all State of Tennessee, City of Knoxville and Knox County licenses that they and their employees hold. Bidders must provide proof of State of Tennessee certification as a backflow prevention device tester. A copy of the State certification **must** accompany their bid. **FAILURE TO PROVIDE THIS INFORMATION WILL BE JUST CAUSE FOR REJECTION OF THE BID.**

3.23 **MATERIAL/LABOR QUALITY:** Unless otherwise specified, all materials must be of a commercial grade or better.

3.24 **NEW MATERIAL:** Unless specified otherwise in the bid package, Contractor(s) must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of the bid. Refurbished or remanufactured materials **will not** be accepted.

3.25 **NEWS RELEASES BY CONTRACTORS:** As a matter of policy, KCS does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of KCS.

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 **OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bid shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.28 **PERMITS:** Contractor will be responsible for obtaining any and all required permits. Knox County shall not be responsible for the cost of any and all permits.

3.29 **PRICING:** Bidders must quote a firm fixed price for the items noted herein. The price may not change during the term of the Contract. However the Contractor may request a price increase at each renewal period. A request for a price increase must be accompanied by proof of increased price to the Contractor. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected the Contractor may:

- Continue with existing prices
- Not accept the renewal offer
- Request a lower price increase

If a price increase is approved by Knox County and Knox County Schools Maintenance & Operations (KCSMO), the approval notification will be done in writing and the vendor will be notified of the new price schedule. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.30 **RECORDS:** Vendor will maintain records of items and quantities purchased by Knox County and make them available on request.

3.31 **REMOVAL OF VENDORS EMPLOYEES:** The successful Vendor(s) agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the successful Vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

3.32 **SAFETY AND PROTECTION:** The contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all of their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the service. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on-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 by OSHA, EPA, and AHERA.

The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.

Contractor shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

3.33 **SCHEDULING OF WORK:** Vendor(s) shall cooperate with officials in performing work so that interference with the normal program will be held to a minimum. Work will normally be scheduled for regular work hours and not for overtime hours.

3.34 **SIGN-IN FOR KNOX COUNTY SCHOOLS:** Vendors must sign the Vendor Check-In Log at each school site where work is to be performed. Ask for the "Maintenance & Contractor's Sign-In Book" in the office area. Failure to sign-in will negate KCSMO responsibility to pay the resulting invoice. Vendors do not have to sign-in if the office area of the facility is locked.

3.35 **SUB-CONTRACTING:** Any sub-contracting must be approved, in advance, by both Knox County and KCSMO. Knox County and KCSMO may terminate the Contract if subcontracting is done without approval.

3.36 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation by **July 16, 2026, by 4:30 pm.** Submit questions as noted in Section 1.1.

3.37 **VALUE ADDED RELATIONSHIP:** Knox County and KCSMO intend for this bid to result in a relationship with a vendor. Knox County and KCSMO desire a long-term relationship with a Contractor in which common goals are shared. Among those goals are:

- Fair and equitable treatment of Contractor and County.
- Contactor expertise in methods of cost reduction. Contractors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.
- Contractor involvement in the School system or a specific school on a non-business basis. One example is involvement with the Knox County Schools Teacher Depot. The Teacher Depot accepts the donation of equipment and supplies for distribution to teachers.

3.38 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

SECTION IV SCOPE OF WORK

4.1 **CALL BACK SERVICE:** Upon written notice from KCSMO, the contractor must, without charge, promptly and properly replace any and all improper work and material that may become apparent within a one (1) year period from the date of acceptance by the KCSMO. Call back service for previous repairs or maintenance will be on a

twenty-four hour, seven days a week basis at no additional cost to the KCSMO and response time will be within two (2) hours of notification for emergencies and twenty-four (24) hours for non-emergencies. Should KCSMO and a vendor disagree about whether or not a call back service is a warranty issue, the vendor will submit details of the situation in writing to KCSMO and the situation will be reviewed. Any compressors and motors replaced will have a minimum one (1) year parts and labor warranty.

4.2 **CONTRACTOR'S ESTIMATES:** The vendors may be required to visit the potential job-sites and submit accurate quotations before the work is authorized. Any questions regarding energy efficiency standards, equipment sizing, or fuel selection shall be addressed to the KCSMO Energy Manager or HVAC department prior to quotation. If the quotation is accepted and the work is performed, the contractor's invoice shall not exceed the quoted amount. Quotations must be provided within five (5) business days of request. All quotations are to be accompanied by a list of any subcontractors to be employed for the job. Quotations must show the approved labor and material rates.

4.3 **COST OF PARTS AND MATERIALS:**

DISCOUNT FROM TRADE SERVICE CATALOG

4.3.1 The cost for part and materials shall be derived from the Trade Service Catalog (latest edition) for HVAC work. The successful vendor(s) will provide a minimum 20% discount on parts and materials from the trade service catalog. Any additional discount will be listed separately. Parts and materials required for a specific job but not listed in the trade service catalog will not have a mark-up exceeding ten (10) percent. The actual cost in mark-up must be presented to KCSMO for approval to incurring the charge. KCSMO will not pay for the routine supplies nor tools that are required to perform normal HVAC work.

4.3.2 Billing for parts and materials shall be consistent with the prices contained in the Trade Service Catalog and the page of items shall be shown on the invoice so that KCSMO can confirm the price.

4.3.3 Subsequent to an award the successful vendor(s) must furnish a copy of the current Trade Service Catalog. The Knox County Procurement Division, the KCSMO Purchasing Supervisor and the KCSMO HVAC foreman will each retain a copy of the document. It is preferred that vendor(s) provide this information in electronic format with updates as applicable or upon request.

4.4 **HOURS:** Contractor must be available for emergencies and scheduled service during day and night time hours and on weekends and holidays. However, KCSMO must approve, in advance, work that would be performed on an overtime rate basis. Scheduled work is not to be overtime.

4.5 **LABOR CHARGES:**

4.5.1 Bidders shall include all costs (e.g.: overhead, profit, insurance, workers' compensation, unemployment insurance, social security, routine supplies and materials) in the hourly rate.

4.5.2 The Contractor is required to have hours worked certified by KCSMO personnel. The billable time starts when the worker checks in and ends when the worker checks out with the designated KCSMO employee. A job/service ticket will be left with the KCSMO designee. This document will show the arrival and departure time and date for each employee.

4.5.3 Additional truck mileage charges will not be allowed.

4.6 **MATERIALS:** All materials furnished and installed shall:

4.7.1 Be Underwriters Laboratories listed, where applicable.
4.7.2 Be of standard professional quality and workmanship.
4.7.3 Conform to or exceed the general quality level of the base unit.
4.7.4 Be parts produced by the original manufacturer except with permission in emergencies.
4.7.5 Be Energy Star rated equipment where available.
4.7.6 Meet the KCSMO energy department minimum standards.

4.7 **OWNER'S MANUAL:** Owner's manuals, preventative maintenance guidelines, schematics and related documents must be provided to the KCSMO HVAC foreman upon completion of a project. The following guidelines apply:

4.8.1 The site where the installation occurred.
4.8.2 The area (e.g. floor or wing).
4.8.3 The serial number of the unit(s).
4.8.4 The brand and model of the unit(s).
4.8.5 The date of installation.

4.8.6 These materials shall be in a three (3) ring binder.

4.8 **QUALITY:** All work must conform to American Wire Association Standards. All wiring shall be done according to Electrical Code. All work must meet the applicable requirements of all authorities having jurisdiction.

4.9 **QUALITY ASSURANCE:** KCSMO is committed to a quality assurance program so that Knox County's investment is maximized. For example, bidders may submit information on HVAC Retrofit Units built to the specifications and space requirements of the existing units already on site.

4.10 **REPRESENTATIONS OF VENDOR:** The Vendor represents and warrants:

4.10.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished by it; and

4.10.2 That the firm is familiar with all Federal, State, municipal and County laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

4.10.3 That such temporary and permanent work required by the Contract Documents as is to be done by the firm can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and

4.10.4 That the firm has carefully examined the plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

4.11 **TRAINING:** Use Attachment D.

4.12.1 **Vendor Employees** - Bidders will provide evidence of training classes and seminars that their staff has participated in. KCSMO has several types of HVAC units throughout its sites. KCSMO anticipates, but does not guarantee, the majority of the work requested will be on such brands as American Standard, Carrier, Trane and York. Therefore, and in addition to, other standard technical certifications, the prospective vendor's employees must be qualified or trained to work on American Standard, Carrier, Trane and York.

4.12.2 **Training to KCSMO Employees** - Vendors shall provide on-site (and/or within the County) training for KCSMO employees. Such training shall be relative to the installation, maintenance, trouble shooting and operation of units that are installed as a result of this Contract. Such training will be up to eight (8) hours per quarter and/or up to twenty-four (24) hours per year. Training sessions may be in increments up to eight (8) hours per session.

4.12.3 **Training specified herein shall be at no additional charge.**

4.12 **WARRANTIES:** Warranties that are applicable to merchandise and service provided to KCSMO will be delivered to 900 East Fifth Avenue, Knoxville, Tennessee 37917. Warranties must indicate:

4.12.1 The site of the installation.
4.12.2 The area (e.g. floor or wing).
4.12.3 The serial number of the unit(s).
4.12.4 The brand and model of the unit(s).
4.12.5 The date the warranty commences.

Vendors must provide:

4.12.6 A minimum twelve (12) month warranty on parts and labor on all new installations. The twelve (12) months starts once the repair or installation is complete, and accepted by the County, and the unit is in service. This includes any unit built to order.

4.12.7 Any extended warranties (in excess of twelve (12) months) offered by the manufacturer for various components at no additional cost to KCSMO.

4.12.8 A quarterly listing/printout of all equipment installed during the quarter.

4.12.9 Service to accomplish all warranty repairs during the contract period and after the contract period has expired if the warranty is still in force.

Bidders need not return pages one (1) through thirteen (13) with their bid submittal.

SECTION V VENDOR INFORMATION AND PRICING FOR BID #3751, COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES

The following pages should be attached as a portion of the bid response. Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor Name _____

5.2 Vendor Address _____

City_____ State _____ Zip_____

5.3 Telephone Number _____ Fax Number _____

5.4 Vendor Number As Assigned By The Knox County Procurement Division_____

5.5 Contact Person _____

5.6 Contact Person's Email _____

5.7 By submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of any bidder/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 bidder/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 bidder/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 bidder/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: _____

Pursuant to the Tennessee Procurement Protection Act (T.C.A. Title 4, Chapter 56, as amended by Public Chapter 768, effective July 1, 2026), by submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of the bidder/proposer certifies, and in the case of joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge, and believe that each bidder/proposer is not providing goods, services, or information and communications technology (ICT) from foreign adversary companies.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

5.8 Vendor's Knox County Business License Number _____
(If Applicable) *Attach A Copy Of The License.*

5.9 Bidder Offers A Discount Of _____ % If Payment Is Made Within 30 Days.

5.10 Vendor certifies that the Equipment Bid is neither Refurbished nor Remanufactured.

Signed: _____

5.11 Will you accept credit card (VISA) payments as per section 1.18? Yes _____ No _____

5.12 Did you include the Criminal History Records Check as per section 2.7? Yes _____ No _____

5.13 Did you include the Insurance Checklist as per section 3.18? Yes _____ No _____

5.14 Did you include the Drug Free Affidavit as per section 1.11? Yes _____ No _____

5.15 I Acknowledge The Receipt Of: (Please Write "Yes" If You Received One)

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

5.16 Do you accept the Terms and Conditions of the bid? Yes _____ No _____

With Exceptions _____

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3751
COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES – (CONTINUED)

VENDOR NAME: _____

5.17 Number of Years in Business: _____

5.18 Major Equipment Owned (attach additional pages if necessary): _____

_____

_____

_____

5.19 Total Staff Size: _____ **Technicians:** _____ **Apprentices:** _____ **Helpers** _____

(Total staff size shall be limited to those employees having direct responsibilities for the Knox County account.)

5.20 Pricing:

	ITEM	UNIT OF MEASURE	REGULAR TIME	NON-REGULAR TIME
5.20.1	HVAC Supervisor	Hour	$	$
5.20.2	HVAC Technician	Hour	$	$
5.20.3	Electrician	Hour	$	$
5.20.4	Sheet Metal Worker	Hour	$	$
5.20.5	Pipe Fitter	Hour	$	$
5.20.6	Welder	Hour	$	$
5.20.7	Certified Welder	Hour	$	$
5.20.8	Mechanic	Hour	$	$
5.20.9	Laborer	Hour	$	$
5.20.10	Helper	Hour	$	$

5.21 Parts and Materials Discount in addition to 20% listed in Section 4.3.1 _____%

ATTACHMENT A
INSURANCE CHECKLIST
BID NUMBER 3751

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	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE; $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.
21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.

AGENCY NAME:_____ AUTHORIZING SIGNATURE: _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS AS STATED ABOVE.

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by construction 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 C

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 D
INVITATION FOR BID 3751

TRAINING INFORMATION

Use this sheet to detail your training program and training to be provided to KCSMO

Vendor:_____

A. Detail the training program for your employees.

B. Detail the training program that will be provided to KCSMO.

Attachment "B"

Contractor's Response to

Invitation for Bid #3751

Commercial Grade HVAC Installation and Repair

SECTION V VENDOR INFORMATION AND PRICING FOR BID #3751, COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES

The following pages should be attached as a portion of the bid response. Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 **Vendor Name** J+F MECHANICAL, INC.

5.2 **Vendor Address** 4589 RUTLEDGE PK

City RUTLEDGE **State** TN **Zip** 37861

5.3 **Telephone Number** 8656373675 **Fax Number** 9658280000

5.4 **Vendor Number As Assigned By The Knox County Procurement Division** 43520

5.5 **Contact Person** JIM MCCAMPBELL

5.6 **Contact Person's Email** JMCCAMPBELL@JFMECHANICAL.COM

5.7 **By submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of any bidder/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 bidder/proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.**

Authorizing Signature: Jim MCCampbell
(sign in blue ink)

Title: PROJECT MANAGER **Date:** 7/27/26

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder/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 bidder/proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: Jim MCCampbell
(sign in blue ink)

Title: PROJECT MANAGER **Date:** 7/27/26

Pursuant to the Tennessee Procurement Protection Act (T.C.A. Title 4, Chapter 56, as amended by Public Chapter 768, effective July 1, 2026), by submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of the bidder/proposer certifies, and in the case of joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge, and believe that each bidder/proposer is not providing goods, services, or information and communications technology (ICT) from foreign adversary companies.

Authorizing Signature: Jim MCCampbell
(sign in blue ink)

Title: PROJECT MANAGER **Date:** 7/27/26

5.8 **Vendor's Knox County Business License Number** 100122082
(If Applicable) ***Attach A Copy Of The License.***

5.9 **Bidder Offers A Discount Of** 0 **% If Payment Is Made Within 30 Days.**

5.10 **Vendor certifies that the Equipment Bid is neither Refurbished nor Remanufactured.**

Signed: Jan McCampbell

5.11 **Will you accept credit card (VISA) payments as per section 1.18?** Yes ✓ No _____

5.12 **Did you include the Criminal History Records Check as per section 2.7?** Yes ✓ No _____

5.13 **Did you include the Insurance Checklist as per section 3.18?** Yes ✓ No _____

5.14 **Did you include the Drug Free Affidavit as per section 1.11?** Yes ✓ No _____

5.15 **I Acknowledge The Receipt Of: (Please Write "Yes" If You Received One)**

Addendum 1 _____ **Addendum 2** _____ **Addendum 3** _____ **Addendum 4** _____

5.16 **Do you accept the Terms and Conditions of the bid?** Yes ✓ No _____

With Exceptions _____

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3751
COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES – (CONTINUED)

VENDOR NAME: J+F MECHANICAL, INC.

5.17 Number of Years in Business: 50

5.18 Major Equipment Owned (attach additional pages if necessary): DUMP TRUCK SKID STEER, TRAILERS, FORKLIFTS, FULLY AUTOMATED SHEET METAL FABRICATION

5.19 Total Staff Size: 140 **Technicians:** 16 **Apprentices:** 6 **Helpers** 6

(Total staff size shall be limited to those employees having direct responsibilities for the Knox County account.)

5.20 Pricing:

	ITEM	UNIT OF MEASURE	REGULAR TIME	NON-REGULAR TIME
5.20.1	HVAC Supervisor	Hour	$ 70	$ 105.00
5.20.2	HVAC Technician	Hour	$ 65	$ 97.50
5.20.3	Electrician	Hour	$ 65	$ 97.50
5.20.4	Sheet Metal Worker	Hour	$ 60	$ 90.00
5.20.5	Pipe Fitter	Hour	$ 65	$ 97.50
5.20.6	Welder	Hour	$ 65	$ 97.50
5.20.7	Certified Welder	Hour	$ 70	$ 105.00
5.20.8	Mechanic	Hour	$ 60	$ 90.00
5.20.9	Laborer	Hour	$ 40	$ 60.00
5.20.10	Helper	Hour	$ 40	$ 60.00

5.21 Parts and Materials Discount in addition to 20% listed in Section 4.3.1 0 %

ATTACHMENT A
INSURANCE CHECKLIST
BID NUMBER 3751

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	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE; $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.
21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
23. OTHER INSURANCE REQUIRED

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.
AGENCY NAME: Shafer Insurance Agency AUTHORIZING SIGNATURE: Dana S Frank

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS AS STATED ABOVE.

BIDDER NAME: J & F Mechanical AUTHORIZING SIGNATURE:

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by construction contractor with five (5) or more employees)

I, Eddie McCubbins, President or other Principal Officer of

J+F Mechanical, 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.

Eddie McCubbins
President or Principal Officer

For: J+F Mechanical, Inc.
Name of Company

STATE OF TENNESSEE {COUNTY OF }

Subscribed and sworn before me by Eddie McCubbins,

President or Principal Officer of J+F Mechanical, Inc,

On this 24 day of July 2026.

Tonia Needham
Notary Public

My Commission expires: 2/25/30

TONIA NEEDHAM
STATE OF TENNESSEE NOTARY PUBLIC
GRAINGER COUNTY
My Commission Expires 02-25-2030

ATTACHMENT C

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by Contractor)

I, Eddie McCubbins, President or other Principal

Officer of J+F Mechanical, 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.

Eddie McCubbins
President or Principal Officer

For: J+F Mechanical, INC.
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by Eddie McCubbins,

President or Principal Officer of J+F Mechanical Inc,

On this 24 day of July 2026.

Tonia Needham
Notary Public

My Commission expires: 2/25/30

TONIA NEEDHAM
STATE OF TENNESSEE NOTARY PUBLIC
GRAINGER COUNTY
My Commission Expires 02-25-2030

ATTACHMENT D
INVITATION FOR BID 3751

TRAINING INFORMATION

Use this sheet to detail your training program and training to be provided to KCSMO

Vendor: TRANE

A. Detail the training program for your employees.

AS OFFERED BY VENDOR

B. Detail the training program that will be provided to KCSMO.

AS OFFERED BY VENDOR

STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

J & F MECHANICAL, INC.

424595

ID NUMBER: 41175
LIC STATUS: ACTIVE
EXPIRATION DATE: March 31, 2027

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

J & F MECHANICAL, INC.
4589 RUTLEDGE PIKE
RUTLEDGE, TN 37861

State of Tennessee

424595

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
J & F MECHANICAL, INC.

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 41175
LIC STATUS: ACTIVE
EXPIRATION DATE: March 31, 2027
UNLIMITED; CE; CMC

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

Knox County
Business Tax Standard License

May 1, 2026

J & F MECHANICAL INC
4589 RUTLEDGE PIKE
RUTLEDGE TN 37861-5022

Letter ID:	L0630715328
Expiration Date:	15-May-2027
Return Due By:	15-Apr-2027

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 1001220182 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 April 15, 2027. 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.

J & F MECHANICAL INC
4589 RUTLEDGE PIKE
RUTLEDGE TN 37861-5022

Date Issued:	01-May-2026
Classification:	4
Letter ID:	L0630715328
License Number:	1001220182
Expiration Date:	15-May-2027

KNOX COUNTY GOVERNMENT

AND

LEE COMPANY

This Contract made and entered into this _____ day of _____, 2026 by and between **Knox County Government** through its governing body and authorized representative, hereinafter referred to as **"Knox County" and LEE COMPANY.** hereinafter referred to as **"Contractor."**

Whereas, County requested sealed bids for the provision of Commercial Grade HVAC Installation and Repair for Knox County Government, (Invitation for Bid 3751);

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 Commercial Grade HVAC Installation and Repair 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 October 1, 2026 and ends the 30th day of September 2027, 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 3751 for Commercial Grade HVAC Installation and Repair as follows:

See Attachment "B" Contractor's Written Response to Invitation for Bid 3751

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 that 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 Commercial Grade HVAC Installation and Repair 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 Commercial Grade HVAC Installation and Repair as detailed herein, Knox County will communicate the **problem(s) to the Contractor** verbally and keep a written record as to what the problem(s) are and when the contractor was contacted. **The Contractor shall have 72 hours** to rectify the problems. If the same or other problems persist or reoccur, Knox County may terminate the contract.

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

8. Appropriations. In the event no funds are appropriated by Knox County for Commercial Grade HVAC Installation and Repair 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 COMMERICAL GRADE HVAC INSTALLATION AND REPAIR, 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 Commercial Grade HVAC Installation and Repair 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 3751
b. Contractor's Written Response to Invitation for Bid 3751

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

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

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County board of Education on the ____ Day of _____, 2026, as reflected in its minutes, and certified by its Chairperson.

_____ _____

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

Date _____

KNOX COUNTY GOVERNMENT

_____ _____

MAYOR – Signature **MAYOR – Printed Name**

Date _____

KNOX COUNTY LAW DIRECTOR

CONTRACT #: 26-613 **KNOX COUNTY, TENNESSEE**

APPROVED AS TO LEGAL FORM

_____ Gary Dugler

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

Date 8/26/2026

LEE COMPANY

_____ _____

AUTHORIZED SIGNATURE **PRINTED NAME**

DATE _____

Attachment "A"

Invitation for Bid #3751

Commercial Grade HVAC Installation and Repair

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Commercial Grade HVAC Installation and Repair Services** as specified herein. Bids must be received by **2:00 p.m.** on **July 30, 2026**. Late bids will be neither considered nor returned as specified herein.

Deliver Bids To:

Bid Number 3751
Knox County Procurement Division
1000 North Central Street, Suite 100
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 Taylor Childress, Buyer, at 865.215.5774. Questions may be emailed to taylor.childress@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/Procurement.

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

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

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please file a report online by accessing http://www.knoxcounty.org/hotline/index.php.

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

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

1.6 **BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

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

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

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

1.8 **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

1.9 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the opening of this solicitation.

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

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

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

1.13 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will** accept electronically transmitted bids through the County's On-Line Procurement System. All bids must be mailed or delivered by hand in hard copy format. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register, or submit their bid, electronically less than twenty-four (24) hour prior to the bid opening time. Email and fax bids are strictly prohibited.

1.14 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Buys." 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, "Knox Buys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.15 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

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

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

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

The second method is the use of the Knox County E-Commerce Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor

will accept the Knox County E-Commerce Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

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

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

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

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

1.23 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the prospective bidder to review the entire Invitation for Bid packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **July 16, 2026, at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.

1.24 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 term and conditions stated in the bid document. When submitting electronically, the submission of your electronic bid will be the acknowledgement of signature.

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

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

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

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

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

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

1.30 VENDOR DEFAULT: Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should

vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.

1.31 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/Procurement. Select the On-Line 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 less than twenty-four (24) hours prior to the bid opening time.

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

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

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

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

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

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

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

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

2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful bidders, Contractor's employees, Contractor's sub-contractors and the employees of any sub-contractors 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 bids the Criminal History Affidavit of Compliance.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive 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 as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.17 **TENNESSEE PROCUREMENT PROTECTION ACT**: By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief the bidder/proposer is not a "foreign adversary company" as defined in the Tennessee Procurement Protection Act, Tennessee Code Annotated Title 4, Chapter 56, as amended by Public Chapter 768 (effective July 1, 2026), and is in compliance with the requirements of said Act.

2.18 **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.

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

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

2.21 **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.

2.22 **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.

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

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

2.25 **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:** Knox County and Knox County Schools Maintenance and Operations Department (KCSMO) intends to establish a Term Contract with one (1) or more properly licensed contractor(s) to provide HVAC emergency repairs, miscellaneous repairs, replacements, additions and/or new installation services as requested by KCSMO. The HVAC maintenance and repair service will be on a twenty-four (24) hour, seven (7) days a week basis. As needs arise, KCSMO will determine availability of the panel of approved vendors. Those that are available for a job will be asked to quote the job based on the prices quoted herein. Unless delivery timeframes, expertise or other mitigating factors apply, the job will normally be placed with the approved vendor quoting the least cost to KCSMO. Vendors may be asked to work and price jobs in two (2) different ways:

3.1.1 First, vendors may be asked to work and charge by the hour. Invoices would simply reflect the number of hours multiplied by the contract rate. Materials would be listed and the discount applied.

3.1.2 Secondly, vendors may be asked to price work by the job. The quote would be based upon the labor rates quoted herein and the materials would have the appropriate discount. However, the vendors will quote a not to exceed price.

Knox County intends to make a Best Value Award. Best value means more than low cost. It includes cost, service quality and other factors detailed herein.

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

3.3 **ADDITIONS/DELETIONS:** Knox County reserves the right to add/delete items to this bid. Additional products/services will be agreed upon by both parties in writing.

3.4 **AWARD STATUS:** Knox County intends to issue a one-year (1) award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County and the Knox County Schools reserves the right to purchase these services from other sources if the need arises. Knox County and Knox County Schools reserves the right to revoke the award if these services are not satisfactory or a pattern of unavailability arises.

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

3.6 **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 Contractor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor if they will lower the cost to Knox County and/or provide improved service.

3.7 **COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, KCS will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an e-mail confirmation. Due to the volume of information that must be transmitted, it is essential that the Contractor have an efficient and properly functioning email. Ideally, the Contractor will have e-mail capabilities.

3.8 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Bidder 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 Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.

3.9 **CONTACT PERSONNEL:** It shall be essential to the success of this term contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the successful bidder shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County so as to avoid any interruption of service.

3.10 **CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful bidder(s). The Contract must be voted on by the Knox County Commission and Knox County Board of Education and receive a majority vote. The successful firm(s) may be required to be present at the full Commission Meeting and Board of Education Meeting to answer questions relating to the services performed. Adequate notification will be given by the Knox County Procurement Division if the firm(s) will need to attend this meeting. The Knox County Procurement Division will draft this Contract and no vendor forms, (i.e. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as contract documents or as contract attachments.

3.11 **DESTINATION AND DELIVERY:** All shipments that are to be delivered must be F.O.B. Destination to the department ordering the items. All destination and delivery charges are to be included in the unit price of all items. Vendors are to include all destination and delivery charges in their price. **There will be no extra hidden charges.**

3.12 **ENTRANCE TO KNOX COUNTY SCHOOL SITES:** Only authorized employees of the successful Contractor(s) are allowed on the premises of KCS buildings. Contractor(s) employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). All employees must wear a company uniform or name badges identified with the Company name at all times. Contractor and/or employees of contractor must contact KCS prior to reporting to a site for work.

3.13 **ESTIMATE PREPERATION:** Vendor may be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimation shall include but not be limited to the cost of; labor, material, blueprint preparation, detailed description of the scope of work, inspection services, and any required subcontracted services. Quotations shall be based upon the contract rates. Quotation shall remain firm for thirty (30) days from acceptance by Knox County. All estimation and quotation preparation shall be provided at no cost or obligation to Knox County.

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

Pricing	**80 Points**
Capabilities & Resources	**20 Points**

3.15 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder(s). This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not

within the service provider's bid, may also be noted and made part of the evaluation file.

Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.16 **IDENTIFICATION AND UNIFORMS:** Employees of the Contractor shall have proper photo identification displayed, at all times, while on School property. If needed, KCS can provide temporary photo identification for a fee of $2.50 per badge. Additionally, as appropriate, Contractor is encouraged to have its employees in a standard uniform. This is a preference but not a requirement. Additionally, many schools require visitors to obtain and wear visitor passes issued by that particular site. If so, visitors will obtain such pass and display it as instructed.

3.17 **INSTALLATION:** Contractor will be responsible for installation of all equipment being bid. Bidders must state their total cost to install all equipment. Installation will not be considered complete until reviewed and accepted by a Knox County Representative.

3.18 **INSURANCE:** The successful Vendor(s) must carry the insurance as indicated on the Insurance Checklist Attachment hereto. As proof of the Vendor's willingness to obtain and maintain the insurance, the Vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid.

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 project is in effect.

3.19 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.

3.20 **INVOICING REQUIREMENTS:** **INVOICING REQUIREMENTS:** As several different departments may use this Contract, please adhere to the following guidelines:

FOR KCS MAIL ALL INVOICES TO:
Knox County Schools Maintenance & Operations
Purchasing Supervisor
900 East Fifth Avenue
Knoxville, TN 37917

FOR ALL OTHER KNOX COUNTY DEPARTMENTS MAIL INVOICES TO:
The Remit to Address on the Purchase Order.

The following general guidelines apply to all departments. However, each department may have additional or slightly different needs, which they will communicate to you.

TRACKING NUMBER: All invoices must have one (1) of our tracking numbers on them or they will be returned. You will only have one (1) number per invoice.
INVOICE DETAIL: At a minimum, these items must be shown on the invoice:

- The grand total amount
- An itemized list detailing the description, quantity and cost of each item or service provided (not if the job was a "Not to Exceed" project).
- The location delivered to (Such as XYZ School or Maintenance 5th Avenue)
- The date the work/materials were delivered
- A statement that the price invoiced is per the bid/quote.
- The tracking number (purchase order or encumbrance number)

SUBMIT ONE (1) ORIGINAL INVOICE AND ONE (1) COPY.
INVOICES ARE TO BE ORIGINAL, WITH A UNIQUE REFERENCE NUMBER. PREFERABLY INVOICES WILL BE WHITE.
REVIEW OF INVOICES: Invoices will be reviewed for adherence to bid terms and/or the quotation.

FAILURE TO FOLLOW GUIDELINES: Failure to follow these guidelines may slow down the payment process, while following these steps will help you receive payment faster. Variation from the terms of our bids is strictly prohibited. It will help speed your payment if your invoice notes the bid number or name. It will be even more helpful if your invoice clearly states that the charges are in accordance with the bid or quotation terms.
JOB/SERVICE TICKETS: Job/service tickets that substantiate the invoice must accompany the invoice. The original job/service tickets will be given to the requesting department. Copies must accompany the invoice.
UNPAID INVOICES: If invoices are unpaid after thirty (30) calendar days, please contact KCS to ascertain their status.

3.21 **INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may require different invoicing 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 "Billing" 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 desired 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.

3.22 **LICENSES:** Bidders will provide with their bid a copy of all State of Tennessee, City of Knoxville and Knox County licenses that they and their employees hold. Bidders must provide proof of State of Tennessee certification as a backflow prevention device tester. A copy of the State certification **must** accompany their bid. **FAILURE TO PROVIDE THIS INFORMATION WILL BE JUST CAUSE FOR REJECTION OF THE BID.**

3.23 **MATERIAL/LABOR QUALITY:** Unless otherwise specified, all materials must be of a commercial grade or better.

3.24 **NEW MATERIAL:** Unless specified otherwise in the bid package, Contractor(s) must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of the bid. Refurbished or remanufactured materials **will not** be accepted.

3.25 **NEWS RELEASES BY CONTRACTORS:** As a matter of policy, KCS does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of KCS.

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 **OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bid shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.28 **PERMITS:** Contractor will be responsible for obtaining any and all required permits. Knox County shall not be responsible for the cost of any and all permits.

3.29 **PRICING:** Bidders must quote a firm fixed price for the items noted herein. The price may not change during the term of the Contract. However the Contractor may request a price increase at each renewal period. A request for a price increase must be accompanied by proof of increased price to the Contractor. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected the Contractor may:

- Continue with existing prices
- Not accept the renewal offer
- Request a lower price increase

If a price increase is approved by Knox County and Knox County Schools Maintenance & Operations (KCSMO), the approval notification will be done in writing and the vendor will be notified of the new price schedule. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.30 **RECORDS:** Vendor will maintain records of items and quantities purchased by Knox County and make them available on request.

3.31 **REMOVAL OF VENDORS EMPLOYEES:** The successful Vendor(s) agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the successful Vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

3.32 **SAFETY AND PROTECTION:** The contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all of their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the service. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on-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 by OSHA, EPA, and AHERA.

The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.

Contractor shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

3.33 **SCHEDULING OF WORK:** Vendor(s) shall cooperate with officials in performing work so that interference with the normal program will be held to a minimum. Work will normally be scheduled for regular work hours and not for overtime hours.

3.34 **SIGN-IN FOR KNOX COUNTY SCHOOLS:** Vendors must sign the Vendor Check-In Log at each school site where work is to be performed. Ask for the "Maintenance & Contractor's Sign-In Book" in the office area. Failure to sign-in will negate KCSMO responsibility to pay the resulting invoice. Vendors do not have to sign-in if the office area of the facility is locked.

3.35 **SUB-CONTRACTING:** Any sub-contracting must be approved, in advance, by both Knox County and KCSMO. Knox County and KCSMO may terminate the Contract if subcontracting is done without approval.

3.36 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation by **July 16, 2026, by 4:30 pm.** Submit questions as noted in Section 1.1.

3.37 **VALUE ADDED RELATIONSHIP:** Knox County and KCSMO intend for this bid to result in a relationship with a vendor. Knox County and KCSMO desire a long-term relationship with a Contractor in which common goals are shared. Among those goals are:

- Fair and equitable treatment of Contractor and County.
- Contactor expertise in methods of cost reduction. Contractors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.
- Contractor involvement in the School system or a specific school on a non-business basis. One example is involvement with the Knox County Schools Teacher Depot. The Teacher Depot accepts the donation of equipment and supplies for distribution to teachers.

3.38 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

SECTION IV SCOPE OF WORK

4.1 **CALL BACK SERVICE:** Upon written notice from KCSMO, the contractor must, without charge, promptly and properly replace any and all improper work and material that may become apparent within a one (1) year period from the date of acceptance by the KCSMO. Call back service for previous repairs or maintenance will be on a

twenty-four hour, seven days a week basis at no additional cost to the KCSMO and response time will be within two (2) hours of notification for emergencies and twenty-four (24) hours for non-emergencies. Should KCSMO and a vendor disagree about whether or not a call back service is a warranty issue, the vendor will submit details of the situation in writing to KCSMO and the situation will be reviewed. Any compressors and motors replaced will have a minimum one (1) year parts and labor warranty.

4.2 **CONTRACTOR'S ESTIMATES:** The vendors may be required to visit the potential job-sites and submit accurate quotations before the work is authorized. Any questions regarding energy efficiency standards, equipment sizing, or fuel selection shall be addressed to the KCSMO Energy Manager or HVAC department prior to quotation. If the quotation is accepted and the work is performed, the contractor's invoice shall not exceed the quoted amount. Quotations must be provided within five (5) business days of request. All quotations are to be accompanied by a list of any subcontractors to be employed for the job. Quotations must show the approved labor and material rates.

4.3 **COST OF PARTS AND MATERIALS:**

DISCOUNT FROM TRADE SERVICE CATALOG

4.3.1 The cost for part and materials shall be derived from the Trade Service Catalog (latest edition) for HVAC work. The successful vendor(s) will provide a minimum 20% discount on parts and materials from the trade service catalog. Any additional discount will be listed separately. Parts and materials required for a specific job but not listed in the trade service catalog will not have a mark-up exceeding ten (10) percent. The actual cost in mark-up must be presented to KCSMO for approval to incurring the charge. KCSMO will not pay for the routine supplies nor tools that are required to perform normal HVAC work.

4.3.2 Billing for parts and materials shall be consistent with the prices contained in the Trade Service Catalog and the page of items shall be shown on the invoice so that KCSMO can confirm the price.

4.3.3 Subsequent to an award the successful vendor(s) must furnish a copy of the current Trade Service Catalog. The Knox County Procurement Division, the KCSMO Purchasing Supervisor and the KCSMO HVAC foreman will each retain a copy of the document. It is preferred that vendor(s) provide this information in electronic format with updates as applicable or upon request.

4.4 **HOURS:** Contractor must be available for emergencies and scheduled service during day and night time hours and on weekends and holidays. However, KCSMO must approve, in advance, work that would be performed on an overtime rate basis. Scheduled work is not to be overtime.

4.5 **LABOR CHARGES:**

4.5.1 Bidders shall include all costs (e.g.: overhead, profit, insurance, workers' compensation, unemployment insurance, social security, routine supplies and materials) in the hourly rate.

4.5.2 The Contractor is required to have hours worked certified by KCSMO personnel. The billable time starts when the worker checks in and ends when the worker checks out with the designated KCSMO employee. A job/service ticket will be left with the KCSMO designee. This document will show the arrival and departure time and date for each employee.

4.5.3 Additional truck mileage charges will not be allowed.

4.6 **MATERIALS:** All materials furnished and installed shall:

4.7.1 Be Underwriters Laboratories listed, where applicable.
4.7.2 Be of standard professional quality and workmanship.
4.7.3 Conform to or exceed the general quality level of the base unit.
4.7.4 Be parts produced by the original manufacturer except with permission in emergencies.
4.7.5 Be Energy Star rated equipment where available.
4.7.6 Meet the KCSMO energy department minimum standards.

4.7 **OWNER'S MANUAL:** Owner's manuals, preventative maintenance guidelines, schematics and related documents must be provided to the KCSMO HVAC foreman upon completion of a project. The following guidelines apply:

4.8.1 The site where the installation occurred.
4.8.2 The area (e.g. floor or wing).
4.8.3 The serial number of the unit(s).
4.8.4 The brand and model of the unit(s).
4.8.5 The date of installation.

4.8.6 These materials shall be in a three (3) ring binder.

4.8 **QUALITY:** All work must conform to American Wire Association Standards. All wiring shall be done according to Electrical Code. All work must meet the applicable requirements of all authorities having jurisdiction.

4.9 **QUALITY ASSURANCE:** KCSMO is committed to a quality assurance program so that Knox County's investment is maximized. For example, bidders may submit information on HVAC Retrofit Units built to the specifications and space requirements of the existing units already on site.

4.10 **REPRESENTATIONS OF VENDOR:** The Vendor represents and warrants:

4.10.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished by it; and

4.10.2 That the firm is familiar with all Federal, State, municipal and County laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

4.10.3 That such temporary and permanent work required by the Contract Documents as is to be done by the firm can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and

4.10.4 That the firm has carefully examined the plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

4.11 **TRAINING:** Use Attachment D.

4.12.1 **Vendor Employees** - Bidders will provide evidence of training classes and seminars that their staff has participated in. KCSMO has several types of HVAC units throughout its sites. KCSMO anticipates, but does not guarantee, the majority of the work requested will be on such brands as American Standard, Carrier, Trane and York. Therefore, and in addition to, other standard technical certifications, the prospective vendor's employees must be qualified or trained to work on American Standard, Carrier, Trane and York.

4.12.2 **Training to KCSMO Employees** - Vendors shall provide on-site (and/or within the County) training for KCSMO employees. Such training shall be relative to the installation, maintenance, trouble shooting and operation of units that are installed as a result of this Contract. Such training will be up to eight (8) hours per quarter and/or up to twenty-four (24) hours per year. Training sessions may be in increments up to eight (8) hours per session.

4.12.3 **Training specified herein shall be at no additional charge.**

4.12 **WARRANTIES:** Warranties that are applicable to merchandise and service provided to KCSMO will be delivered to 900 East Fifth Avenue, Knoxville, Tennessee 37917. Warranties must indicate:

4.12.1 The site of the installation.
4.12.2 The area (e.g. floor or wing).
4.12.3 The serial number of the unit(s).
4.12.4 The brand and model of the unit(s).
4.12.5 The date the warranty commences.

Vendors must provide:

4.12.6 A minimum twelve (12) month warranty on parts and labor on all new installations. The twelve (12) months starts once the repair or installation is complete, and accepted by the County, and the unit is in service. This includes any unit built to order.

4.12.7 Any extended warranties (in excess of twelve (12) months) offered by the manufacturer for various components at no additional cost to KCSMO.

4.12.8 A quarterly listing/printout of all equipment installed during the quarter.

4.12.9 Service to accomplish all warranty repairs during the contract period and after the contract period has expired if the warranty is still in force.

Bidders need not return pages one (1) through thirteen (13) with their bid submittal.

SECTION V VENDOR INFORMATION AND PRICING FOR BID #3751, COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES

The following pages should be attached as a portion of the bid response. Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor Name _____

5.2 Vendor Address _____

City_____State _____Zip_____

5.3 Telephone Number _____ Fax Number _____

5.4 Vendor Number As Assigned By The Knox County Procurement Division_____

5.5 Contact Person _____

5.6 Contact Person's Email _____

5.7 By submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of any bidder/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 bidder/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 bidder/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 bidder/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: _____

Pursuant to the Tennessee Procurement Protection Act (T.C.A. Title 4, Chapter 56, as amended by Public Chapter 768, effective July 1, 2026), by submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of the bidder/proposer certifies, and in the case of joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge, and believe that each bidder/proposer is not providing goods, services, or information and communications technology (ICT) from foreign adversary companies.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

5.8 Vendor's Knox County Business License Number _____
(If Applicable) *Attach A Copy Of The License.*

5.9 Bidder Offers A Discount Of _____ % If Payment Is Made Within 30 Days.

5.10 Vendor certifies that the Equipment Bid is neither Refurbished nor Remanufactured.

Signed: _____

5.11 Will you accept credit card (VISA) payments as per section 1.18? Yes _____ No _____

5.12 Did you include the Criminal History Records Check as per section 2.7? Yes _____ No _____

5.13 Did you include the Insurance Checklist as per section 3.18? Yes _____ No _____

5.14 Did you include the Drug Free Affidavit as per section 1.11? Yes _____ No _____

5.15 I Acknowledge The Receipt Of: (Please Write "Yes" If You Received One)

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

5.16 Do you accept the Terms and Conditions of the bid? Yes _____ No _____

With Exceptions _____

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3751
COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES – (CONTINUED)

VENDOR NAME: _____

5.17 Number of Years in Business: _____

5.18 Major Equipment Owned (attach additional pages if necessary):_____

_____

_____

_____

5.19 Total Staff Size: _____ Technicians: _____ Apprentices: _____ Helpers _____

(Total staff size shall be limited to those employees having direct responsibilities for the Knox County account.)

5.20 Pricing:

	ITEM	UNIT OF MEASURE	REGULAR TIME	NON-REGULAR TIME
5.20.1	HVAC Supervisor	Hour	$	$
5.20.2	HVAC Technician	Hour	$	$
5.20.3	Electrician	Hour	$	$
5.20.4	Sheet Metal Worker	Hour	$	$
5.20.5	Pipe Fitter	Hour	$	$
5.20.6	Welder	Hour	$	$
5.20.7	Certified Welder	Hour	$	$
5.20.8	Mechanic	Hour	$	$
5.20.9	Laborer	Hour	$	$
5.20.10	Helper	Hour	$	$

5.21 Parts and Materials Discount in addition to 20% listed in Section 4.3.1 _____%

ATTACHMENT A
INSURANCE CHECKLIST
BID NUMBER 3751

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	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE; $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.
21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.

AGENCY NAME:_____ AUTHORIZING SIGNATURE: _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS AS STATED ABOVE.

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by construction 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 C

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 D
INVITATION FOR BID 3751

TRAINING INFORMATION

Use this sheet to detail your training program and training to be provided to KCSMO

Vendor:_____

A. Detail the training program for your employees.

B. Detail the training program that will be provided to KCSMO.

Attachment "B"

Contractor's Response to

Invitation for Bid #3751

Commercial Grade HVAC Installation and Repair

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

KNOX COUNTY
TENNESSEE

Bid # 3751 Commercial Grade HVAC Installation & Repair Services

Bid Date: Thursday, July 30, 2026 @ 2:00 pm ET

Submitted by:

LEE COMPANY

Knox County Bid Number 3751
Commercial Grade HVAC Installation & Repair Services

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Section V	Vendor Information and Pricing
Attachment A	Insurance Checklist • Lee Company Evidence of Insurance COI
Attachment B	Affidavit of Compliance with Drug-Free Workplace Requirements
Attachment C	Affidavit of Compliance with Tennessee Criminal History Records Check
Attachment D	Training Information

Additional documents

- Lee Company Qualifications and Experience
- TN Contractor License
- Knox County Business License
- City of Knoxville Business License
- Lee Company Overview
- Lee Company Line Cards

SECTION V VENDOR INFORMATION AND PRICING FOR BID #3751, COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES

The following pages should be attached as a portion of the bid response. Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 **Vendor Name** LEE COMPANY

5.2 **Vendor Address** 12522 Kingston Pike

City Farragut **State** TN **Zip** 37934

5.3 **Telephone Number** 865-424-5511 **Fax Number** NA

5.4 **Vendor Number As Assigned By The Knox County Procurement Division** 74450

5.5 **Contact Person** James Williamson, Service Manager or Todd Bajar, Director of Operations

5.6 **Contact Person's Email** jwilliamson@leecompany.com or todd.bajar@leecompany.com

5.7 **By submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of any bidder/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 bidder/proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.**

Authorizing Signature: _____
(sign in blue ink) Todd Bajar

Title: Director of Operations **Date:** 1/27/2026

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder/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 bidder/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) Todd Bajar

Title: Director of Operations **Date:** 1/27/2026

Pursuant to the Tennessee Procurement Protection Act (T.C.A. Title 4, Chapter 56, as amended by Public Chapter 768, effective July 1, 2026), by submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of the bidder/proposer certifies, and in the case of joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge, and believe that each bidder/proposer is not providing goods, services, or information and communications technology (ICT) from foreign adversary companies.

Authorizing Signature: _____
(sign in blue ink) Todd Bajar

Title: Director of Operations **Date:** 1/27/2026

5.8 **Vendor's Knox County Business License Number** 1001200119
(If Applicable*) Attach A Copy Of The License.*

5.9 **Bidder Offers A Discount Of** NET30 **% If Payment Is Made Within 30 Days.**

5.10 **Vendor certifies that the Equipment Bid is neither Refurbished nor Remanufactured.**

Signed: _____

5.11 **Will you accept credit card (VISA) payments as per section 1.18?** Yes X No _____

5.12 **Did you include the Criminal History Records Check as per section 2.7?** Yes X No _____

5.13 **Did you include the Insurance Checklist as per section 3.18?** Yes X No _____

5.14 **Did you include the Drug Free Affidavit as per section 1.11?** Yes X No _____

5.15 **I Acknowledge The Receipt Of: (Please Write "Yes" If You Received One)**

Addendum 1 _____ **Addendum 2** _____ **Addendum 3** _____ **Addendum 4** _____

5.16 **Do you accept the Terms and Conditions of the bid?** Yes X No _____

With Exceptions _____

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3751
COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES – (CONTINUED)

VENDOR NAME: LEE COMPANY

5.17 Number of Years in Business: 82

5.18 Major Equipment Owned (attach additional pages if necessary): Lee Company maintains a fleet of fully stocked trucks and vans eqipped to perform all service work.

5.19 Total Staff Size: 50 **Technicians:** 13 **Apprentices:** NA **Helpers** NA

(Total staff size shall be limited to those employees having direct responsibilities for the Knox County account.)

5.20 Pricing:

	ITEM	UNIT OF MEASURE	REGULAR TIME	NON-REGULAR TIME
5.20.1	HVAC Supervisor	Hour	$75.00	$112.50
5.20.2	HVAC Technician	Hour	$75.00	$112.50
5.20.3	Electrician	Hour	$75.00	$112.50
5.20.4	Sheet Metal Worker	Hour	$67.00	$100.50
5.20.5	Pipe Fitter	Hour	$67.00	$100.50
5.20.6	Welder	Hour	$75.00	$112.50
5.20.7	Certified Welder	Hour	$75.00	$112.50
5.20.8	Mechanic	Hour	$67.00	$100.50
5.20.9	Laborer	Hour	$45.00	$67.50
5.20.10	Helper	Hour	$45.00	$67.50

5.21 Parts and Materials Discount in addition to 20% listed in Section 4.3.1 0 %

ATTACHMENT A
INSURANCE CHECKLIST
BID NUMBER 3751

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	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE; $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.
21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.

AGENCY NAME: Lockton Companies, LLC AUTHORIZING SIGNATURE: _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS AS STATED ABOVE.

BIDDER NAME: LEE COMPANY AUTHORIZING SIGNATURE: Todd Bajar

ATTACHMENT D
INVITATION FOR BID 3751

TRAINING INFORMATION

Use this sheet to detail your training program and training to be provided to KCSMO

Vendor: LEE COMPANY

A. Detail the training program for your employees.
See attached Training and Safety documents.

B. Detail the training program that will be provided to KCSMO.
It is standard practice for Lee Company to provide training to client's employees relative to installations/operations occurring as a result of the contract. The level of training required will be based upon the level of experience of the KCSMO team and the equipment installed.

CERTIFICATE OF LIABILITY INSURANCE

3/1/2027

DATE (MM/DD/YYYY) 2/20/2026

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 500 W. Monroe, Ste. 3400 Chicago IL 60661 (312) 669-6900 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1501491 Lee Company 4057 Rural Plains Circle Franklin, TN 37064	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Company — 16535 INSURER B : Starr Indemnity & Liability Company — 38318 INSURER C : Travelers Property Casualty Company of America — 25674 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 21908477 **REVISION NUMBER:** XXXXXXX

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:	N	N	GLO 3537803-03	3/1/2026	3/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	N	N	BAP 3537804-03	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	N	N	CUP-C5438925	3/1/2026	3/1/2027	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC 3537802-03	3/1/2026	3/1/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B C	Excess Liability Inland Marine	N	N	1000588841261 QT-630-5T394871-TIL-26	3/1/2026 3/1/2026	3/1/2027 3/1/2027	$15,000,000 per Occurrence/Aggregate See Attachment	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

21908477
Evidence of Insurance

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Attachment Code: D607064 Master ID: 1501491, Certificate ID: 21908477

Lee Company
Installation / Builders Risk
INSURER: Travelers Property Casualty Company of America
POLICY NUMBER: QT-630-5T394871-TIL-26
TERM: 3/1/2026 – 3/1/2027

Contractors Equipment – As per schedule on file with carrier

Coverage	Limit of Insurance	Deductible
Leased/Rented Equipment - Per Item	$250,000	$5,000
Installation / Builders Risk	$1,000,000	$10,000
Cargo – Per Conveyance	$100,000	$5,000

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by construction contractor with five (5) or more employees)

I, Robert Lunny, President or other Principal Officer of

LEE COMPANY, 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: LEE COMPANY
Name of Company

STATE OF TENNESSEE {COUNTY OF Williamson }

Subscribed and sworn before me by Robert Lunny,

President or Principal Officer of LEE COMPANY,

On this 27th day of July 2026.

Kristan Buckley Westmeier
Notary Public

My Commission expires: 9-21-26

KRISTAN BUCKLEY WESTMEIER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON

ATTACHMENT C

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by Contractor)

I, Robert Lunny, President or other Principal

Officer of LEE COMPANY, 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: LEE COMPANY
Name of Company

STATE OF TENNESSEE}
COUNTY OF Williamson}

Subscribed and sworn before me by Robert Lunny,

President or Principal Officer of LEE COMPANY,

On this 27th day of July 2026.

Kristan Buckley Westmeier
Notary Public

My Commission expires: 9-21-26

KRISTAN BUCKLEY WESTMEIER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON

Training

It is Lee Company's mission to create an environment where employees can thrive. Lee Company invests in each employee's future through various platforms, from training and education programs to robust employee benefits packages. These programs create a place where their people can grow and continue to make Lee Company an innovative and cutting-edge facilities service company that can provide solutions for all its customers.

Proven and Capable Technicians

Lee Company is committed to recruiting and hiring individuals who demonstrate both exceptional technical expertise and strong personal integrity. Lee Company seeks candidates who embody its core values through a positive attitude, a customer-focused mindset, and a genuine commitment to serving others. Lee Company values team-oriented professionals who collaborate effectively, foster a culture of mutual respect, and share a commitment to delivering outstanding results for clients and colleagues alike.

Lee Company University (LCU)

Lee Company's workforce development strategy is anchored by a robust, in-house training ecosystem designed to build and sustain a highly skilled and safety-conscious workforce. Through Lee Company University (LCU), employees receive tuition-free, hands-on, classroom-based, and e-learning instruction tailored to their trade and career path.

What sets Lee Company apart is its commitment to internal talent pipelines and measurable outcomes. Skills assessments are based on demonstrated technical and soft skill mastery. This approach supports faster upskilling and ensures consistent quality across projects. With dedicated training across all our locations, Lee Company is setting a new standard for workforce excellence in the trades.

LCU is an Accredited Training Site (ATS) through the National Center for Construction Education and Research (NCCER). LCU is in its 11th year of operation. Classes are held at Lee Company's fabrication/manufacturing facility in Nashville as well as regional offices. Training is a combination of in-person and online instruction.

All technicians are required to receive ongoing training in LCU for their chosen trades, including HVAC, Plumbing, Electrical, Welding, and Project Management. These accredited programs are provided at no cost to Lee Company employees. The LCU instructors are full-time Lee Company employees. These instructors provide quality training utilizing their years of experience and individual certifications.

Licenses

Lee Company is dedicated to complying with professional licensing requirements and holds over 600 licenses in 26 states. Licenses and certifications include Professional Engineer, General Contractor, HVAC Contractor, Master Plumber, and Master Electrician. Lee Company is committed to acquiring and maintaining the necessary licenses in every area and for all the trades in which we participate.

Leadership Academy

Ethics is a cornerstone of Lee Company's management training program. Participants are selected based on recommendations from their managers and supervisors, recognizing them as high-potential employees with strong leadership capabilities. These team members are viewed as rising stars within the organization, demonstrating the talent, commitment, and potential for significant career growth and long-term success at Lee Company.

STEP Program

This program was designed to prepare field and technical employees who aspire to move into management roles by developing essential leadership competencies, including communication, integrity, professionalism, and effective management practices. The curriculum emphasizes the importance of treating others with respect, building strong relationships, and achieving success through problem-solving, collaboration, and a growth mindset. In addition, the program helps participants identify and plan career development opportunities within Lee Company, providing a clear path for professional growth and advancement. Key areas of focus include leadership communication, Microsoft Office proficiency, and DISC behavioral assessments to enhance self-awareness, teamwork, and management effectiveness.

SAFETY

Lee Company is firmly committed to providing excellence in safety in total support of OSHA and other regulatory requirements. From the CEO of Lee Company to the Field Supervisor to the Technicians, every employee recognizes and accepts the requirement to make safety our most important responsibility.

Lee Company's goal is zero accidents, incidents, and injuries. Lee Company's safety program encompasses the coordinated efforts of the safety team, project management personnel, superintendent personnel, field personnel, and our insurance carrier.

Safety and health are not just priorities; safety is a core value instilled in Lee Company employees at all levels.

All Lee Company Supervisors are trained in:

- OSHA 30 hour
- 1st Aid/CPR/ AED
- TN Drug Free Workplace

All employees receive regular training in:

- OSHA Hazard Communication
- OSHA Hearing Conservation
- OSHA Personal Protective Equipment
- OSHA Fall Protection
- OSHA Lock-Out/Tag-Out
- OSHA Emergency Procedures
- OSHA Fire Extinguisher Use
- Defensive Driving
- 1st Aid/CPR/AED



All project managers and personnel are required to review and receive training from Lee Company's written Company Safety Manual which is on every job site along with all the required state postings. The manual includes up-to-date OSHA regulations and industry guidelines as well as Lee Company policies and procedures, which exceed OSHA standards. The Lee Company Safety Manual is consistently updated, and addenda are issued to protect the workforce and keep up with the ever-changing construction field. Personnel are appropriately tested and licensed to operate all personal and construction equipment.

Qualifications and Experience

Lee Company is a leading provider of comprehensive facility services, delivering integrated mechanical, electrical, plumbing, and building solutions for a wide range of commercial, industrial, institutional, and residential clients.

With over 80 years of experience, Lee Company has an established Facilities Solutions Group that is well-versed in all aspects of HVAC maintenance, service, and repairs. Lee Company offers a well-staffed team to meet Knox County's requirements. Consistent delivery of exceptional service focused on reliability and performance includes HVAC repair services, maintenance, and installation.

Lee Company HVAC technicians repair and maintain HVAC systems in accordance with industry standards and other applicable technical guidance. Lee Company stocks commonly used parts and materials along with the tools and procedures needed to facilitate prompt repairs. The first priority in responding to emergencies will be to re-establish the operational conditions needed to support customer care and business operations.

Lee Company's goal is to continue to be an innovative facilities service company providing solutions to the marketplace. In addition to skilled technicians, Lee Company incorporates a technology-based service platform that enables technicians to react quicker, predict better, and report faster. Facility issues are mitigated sooner, resulting in smoother facility operations and cost savings. The technology also maximizes the level of transparency and accountability.

Lee Company understands Knox County's requirements for providing comprehensive HVAC Services. Lee Company was awarded the HVAC Installation and Repair Services contract in 2021 and looks forward to working with the Knox County team in the coming years.

Lee Company recognizes that these services are critical to the operation and performance of the facilities as well as the safety and comfort of the County's employees and visitors. Lee Company's technical staff will work directly with the Knox County team with a commitment to customer service, safety, technical solutions, and effectively solving any facility issues. Technicians will have the extended support of Lee Company's Operational team, Facility Managers, Technical Support, and Administrative teams.

Kick-Off Meeting and Point of Contact Introduction

If awarded this contract, we will promptly schedule a comprehensive kick-off meeting at a mutually convenient time to align expectations, establish project objectives, and ensure a successful project launch.

During this meeting, we will:

- Introduce our service team, ensuring all stakeholders are familiar with the individuals responsible for the successful execution of this engagement.
- Present and confirm the scope of work, deliverables, timelines, and key milestones to establish a shared understanding of the project's objectives.
- Designate a dedicated single point of contact (SPOC) who will serve as your primary liaison throughout the duration of the project. This individual will ensure consistent communication, address inquiries, and coordinate seamlessly between teams to maintain project alignment.

Lee Companywill provide dedicated HVAC Technicians with the skills to diagnose, repair and maintain HVAC systems and equipment to include, but not limited to, the following representative list:

- Boilers
- Chillers
- Air handling units
- Fan coil units
- Variable air volume (VAV) boxes
- Pumps
- Heat exchangers
- Cooling towers
- Fans
- Chemical Treatment
- Thermostats
- Motor Controls
- Sump Pump
- Ice Machines
- Drinking water fountains
- Air compressors for HVAC pneumatics
- Variable refrigerant flow (VRF) systems
- Variable-frequency drives (VFD) for AC motors
- Mini split systems
- Domestic water pressure increasing pump systems

Lee Company has a fully staffed call/dispatch center that provides assistance 24/7/365. Our call center is staffed by a call center manager and 8 dispatchers. This will allow Lee Company to maintain compliance with response times for standard and emergency service calls.

As one of the largest service providers in the Southeast, Lee Company has the capacity and bench strength to support required response times.

STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

LEE COMPANY

430959

ID NUMBER: 9255
LIC STATUS: ACTIVE
EXPIRATION DATE: October 31, 2027

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

LEE COMPANY
4057 RURAL PLAINS CIR
FRANKLIN, TN 37064

State of Tennessee

430959

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
LEE COMPANY

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 9255
LIC STATUS: ACTIVE
EXPIRATION DATE: October 31, 2027
UNLIMITED; BC; CE; CMC; MU; S-Medical Gas

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

BOARD FOR LICENSING CONTRACTORS

AREAS OF CERTIFICATION/MONEY LIMITS

UNLIMITED; BC; CE; CMC; MU; S-Medical Gas

Knox County
Business Tax Standard License

April 20, 2026

LEE COMPANY
4057 RURAL PLAINS CIR
FRANKLIN TN 37064-1618

Letter ID:	L1991599040
Expiration Date:	15-May-2027
Return Due By:	15-Apr-2027

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 1001200119 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 April 15, 2027. 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.

LEE COMPANY
4057 RURAL PLAINS CIR
FRANKLIN TN 37064-1618

Date Issued:	20-Apr-2026
Classification:	4
Letter ID:	L1991599040
License Number:	1001200119
Expiration Date:	15-May-2027

City of Knoxville
Business Tax Standard License

April 17, 2026

LEE COMPANY
4057 RURAL PLAINS CIR
FRANKLIN TN 37064-1618

Letter ID:	L2118960064
Expiration Date:	15-May-2027
Return Due By:	15-Apr-2027

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 1000381604 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 April 15, 2027. 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

✂ .....

City of Knoxville
Business Tax Standard License

This certificate must be publicly displayed.

LEE COMPANY
4057 RURAL PLAINS CIR
FRANKLIN TN 37064-1618

Date Issued:	17-Apr-2026
Classification:	4
Letter ID:	L2118960064
License Number:	1000381604
Expiration Date:	15-May-2027

Form of Business

S-Corporation

Date of Incorporation – April 5, 1965

Number of Years in Business

82 years (Since 1944)

60 years under current name (formerly Lee Refrigeration)

Number of Employees

1,700+ Employees: 400 Office Employees, 1,200+ Field Employees

Company Officers

Richard Perko, P.E. .... CEO

Rob Ivy ..... Chief Financial Officer

Robert Lunny ..... Chief Operating Officer

Office Locations

- Corporate Office - Franklin, TN
- Chattanooga, TN
- Murfreesboro, TN
- Knoxville, TN
- Cookeville, TN
- Madison, AL
- Clarksville, TN
- Bowling Green, KY

Financial Information

Last 5 Years of Revenue

Year	Revenue
2025	$ 454 Million
2024	$ 415 Million
2023	$ 370 Million
2022	$ 340 Million
2021	$ 304 Million

Bonding Company

Liberty Mutual

HUB International (formerly The Crichton Group)

3011 Armory Drive, Suite 250

Nashville, TN 37204 | (615) 383-9761

Bonding Limit	$125,000,000 aggregate $60,000,000 single project
Banking	Pinnacle Financial Partners Mr. Todd Carter 211 Commerce Street, Suite 300 Nashville, TN 37201 (615) 690-4064 Todd.carter@pnfp.com
Insurance	Travelers Insurance One Tower Square Hartford, CT 06183

Bodily Injury/Property Damage:	$ 1,000,000 each occurrence
Completed Operations:	$ 2,000,000
General Aggregate:	$ 2,000,000 per project
Umbrella:	$15,000,000
Professional Liability:	$ 1,000,000

Facilities Solutions

Facility Services

HVAC Maintenance Programs

- Coil cleaning
- Filter and belt replacement
- Technical inspection of equipment

Plumbing Maintenance Programs

- Certification of backflow devices
- Inspections of plumbing fixtures and equipment
- Maintenance on water heaters/boilers

HVAC Services

- Air compressors
- Air handling units
- Boilers
- Chillers
- Cooling towers
- Cooling/Heating problems
- Driers
- Equipment replacement
- Exhaust fans
- Heat wheels
- Humidification/Dehumidification problems
- Make-up air units
- Noise Issues
- Pumps
- Refrigeration and refrigerant recovery
- Test labs
- VAV systems

Plumbing Services

- Backflow devices
- Camera drain inspections
- Drain jetting
- Drain maintenance
- Faucets
- Hose bibbs/Wall faucets
- Pumps
- Sewer issues
- Urinals
- Water closets
- Water heaters
- Water leaks/drain/sewer problems

Electrical Services

- Arc-flash ratings/NFPA 70E
- Data logging/Test and balance
- EV-electrical vehicle charging
- Explosion proof
- Generator installation and maintenance
- Industrial
- Infrared testing
- Lighting retrofits
- Load testing
- Motor controls
- Outdoor lighting/Pole lighting
- Service upgrades
- Solar
- Surge protection
- Transformer/Utility
- Troubleshooting

Technical Services

- Air/Water test and balance
- Annual code compliance services
- Building automation systems
- Building commissioning, recommissioning and retrocommissioning
- Building forensics
- Compressed air audits
- Energy retrofits, including VFD's
- Energy star rating
- Fire damper inspections
- Hot water energy management systems
- HVAC and lighting control
- Indoor air quality (IAQ)
- Life safety/Fire code compliance
- Med gas inspections
- Steam trap retrofits

Facilities Solutions

Manufacturing

Our shop provides custom manufactured products and assemblies that help reduce downtime for systems and processes for clients such as:

- Electrical contractors
- General contractors
- Government agencies
- Healthcare facilities
- Industrial facilities
- Laboratories
- Specialty contractors
- Utilities
- Wastewater contractors

Our products include:

- Access ladders
- Air filtrations systems
- Booths for welding, grinding, and other work
- Complete pre-fabricated mechanical and plumbing piping systems
- Custom enclosures for ATM's/electrical/ fire protection/plumbing/ conditioned spaces/indoor and outdoor applications/etc.
- Custom equipment modifications
- Emergency pipe replacement spools
- Guard shacks
- Honed/Drilled materials
- Humidification
- HVAC control systems
- Industrial pipe spools
- Pipe fabrication
- Rooftop unit curb adaptors
- Security bar, frame and grate systems
- Service and operating platforms for all types of equipment
- Sheet metal fabrication
- Skid-mounted equipment (MPE, industrial process, etc.)
- Specialty climate-controlled enclosures
- Specialty firearms lockers and safes
- Steel fabrication

Construction / Special Projects

Design and construction of mechanical and plumbing systems, our core business for decades, has helped us become the "Premier Mechanical Services" provider in our markets.

Our services include:

- BIM/3D modeling
- Building automation controls
- Design/Build services with in-house professional engineers and designers
- Duct and pipe insulation
- Equipment installation
- Equipment startup and commissioning
- Field supervision
- Geothermal systems
- LEED AP's
- Medical gases
- Pipe fitting
- Plumbing
- Pre-construction service/estimating
- Pre-fabrication/logistics
- Project management
- Project scheduling
- Sheet metal
- Shop/Coordination drawings
- Site work
- Test and balance
- Variable refrigerant flow systems (VRF/VRV)
- Water treatment
- Welding

A Service of Lee

Facilities Solutions

Facility Management & Maintenance

An integrated service providing clients with access to an experienced and skilled team dedicated to support your business and facility's day to day operations, repair and maintenance needs.

HVAC

- Equipment installation and replacement
- Equipment repair and service
- Inspections and diagnostics
- Planned maintenance (filters, belts, cleaning)

Plumbing

- Inspections and diagnostics
- Fixture repair and replacement
- Water heaters

Electrical

- Circuit modifications
- Exit signs
- Exterior lighting
- Inspections and maintenance
- Lamp and ballast repair and replacement
- Lighting maintenance
- Receptacles, breakers and panels

General Maintenance

- 24/7 emergency service
- Carpentry
- Carpet/Tile
- Ceiling
- Concrete
- Doors and windows
- Drywall
- Painting
- Roofing
- Site utilities/Grading

Managed Projects

- Site and parking lots
- Roofs
- Flooring
- Painting
- Minor interior refresh and reconfigurations
- Building exterior, windows, siding
- Industrial floor coatings

Services

- Exterior high pressure wash
- Fencing
- Floor care (carpet, tile, wood)
- Janitorial
- Landscaping
- Lawn care
- Parking lot
- Pest control
- Window cleaning

KNOX COUNTY GOVERNMENT

AND

MCMAHAN MECHANICAL, INC

This Contract made and entered into this _____ day of _____, 2026 by and between **Knox County Government** through its governing body and authorized representative, hereinafter referred to as "**Knox County" and MCMAHAN MECHANICAL, INC.** hereinafter referred to as **"Contractor."**

Whereas, County requested sealed bids for the provision of Commercial Grade HVAC Installation and Repair for Knox County Government, (Invitation for Bid 3751);

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 Commercial Grade HVAC Installation and Repair 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 October 1, 2026 and ends the 30th day of September 2027, 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 3751 for Commercial Grade HVAC Installation and Repair as follows:

See Attachment "B" Contractor's Written Response to Invitation for Bid 3751

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 that 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 Commercial Grade HVAC Installation and Repair 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 Commercial Grade HVAC Installation and Repair as detailed herein, Knox County will communicate the **problem(s) to the Contractor** verbally and keep a written record as to what the problem(s) are and when the contractor was contacted. **The Contractor shall have 72 hours** to rectify the problems. If the same or other problems persist or reoccur, Knox County may terminate the contract.

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

8. Appropriations. In the event no funds are appropriated by Knox County for Commercial Grade HVAC Installation and Repair 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 COMMERICAL GRADE HVAC INSTALLATION AND REPAIR, 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 Commercial Grade HVAC Installation and Repair 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 3751
b. Contractor's Written Response to Invitation for Bid 3751

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

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

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County board of Education on the ____ Day of _____, 2026, as reflected in its minutes, and certified by its Chairperson.

_____ _____

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

Date _____

KNOX COUNTY GOVERNMENT

_____ _____

MAYOR – Signature **MAYOR – Printed Name**

Date _____

KNOX COUNTY LAW DIRECTOR

CONTRACT #: 26-614 **KNOX COUNTY, TENNESSEE**

APPROVED AS TO LEGAL FORM

_____ Gary Dugler

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

Date 8/26/2026

MCMAHAN MECHANICAL, INC

_____ _____

AUTHORIZED SIGNATURE **PRINTED NAME**

DATE _____

Attachment "A"

Invitation for Bid #3751

Commercial Grade HVAC Installation and Repair

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Commercial Grade HVAC Installation and Repair Services** as specified herein. Bids must be received by **2:00 p.m.** on **July 30, 2026**. Late bids will be neither considered nor returned as specified herein.

Deliver Bids To:

Bid Number 3751
Knox County Procurement Division
1000 North Central Street, Suite 100
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 Taylor Childress, Buyer, at 865.215.5774. Questions may be emailed to taylor.childress@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/Procurement.

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

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

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please file a report online by accessing http://www.knoxcounty.org/hotline/index.php.

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

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

1.6 **BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

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

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

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

1.8 **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

1.9 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the opening of this solicitation.

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

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

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

1.13 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will** accept electronically transmitted bids through the County's On-Line Procurement System. All bids must be mailed or delivered by hand in hard copy format. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register, or submit their bid, electronically less than twenty-four (24) hour prior to the bid opening time. Email and fax bids are strictly prohibited.

1.14 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Buys." 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, "Knox Buys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.15 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

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

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

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

The second method is the use of the Knox County E-Commerce Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor

will accept the Knox County E-Commerce Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

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

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

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

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

1.23 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **July 16, 2026, at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.

1.24 **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 term and conditions stated in the bid document. When submitting electronically, the submission of your electronic bid will be the acknowledgement of signature.

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

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

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

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

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

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

1.30 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should

vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.

1.31 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/Procurement. Select the On-Line 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 less than twenty-four (24) hours prior to the bid opening time.

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

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

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

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

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

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

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

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

2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful bidders, Contractor's employees, Contractor's sub-contractors and the employees of any sub-contractors 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 bids the Criminal History Affidavit of Compliance.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive 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 as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.17 **TENNESSEE PROCUREMENT PROTECTION ACT**: By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief the bidder/proposer is not a "foreign adversary company" as defined in the Tennessee Procurement Protection Act, Tennessee Code Annotated Title 4, Chapter 56, as amended by Public Chapter 768 (effective July 1, 2026), and is in compliance with the requirements of said Act.

2.18 **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.

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

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

2.21 **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.

2.22 **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.

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

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

2.25 **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:** Knox County and Knox County Schools Maintenance and Operations Department (KCSMO) intends to establish a Term Contract with one (1) or more properly licensed contractor(s) to provide HVAC emergency repairs, miscellaneous repairs, replacements, additions and/or new installation services as requested by KCSMO. The HVAC maintenance and repair service will be on a twenty-four (24) hour, seven (7) days a week basis. As needs arise, KCSMO will determine availability of the panel of approved vendors. Those that are available for a job will be asked to quote the job based on the prices quoted herein. Unless delivery timeframes, expertise or other mitigating factors apply, the job will normally be placed with the approved vendor quoting the least cost to KCSMO. Vendors may be asked to work and price jobs in two (2) different ways:

3.1.1 First, vendors may be asked to work and charge by the hour. Invoices would simply reflect the number of hours multiplied by the contract rate. Materials would be listed and the discount applied.

3.1.2 Secondly, vendors may be asked to price work by the job. The quote would be based upon the labor rates quoted herein and the materials would have the appropriate discount. However, the vendors will quote a not to exceed price.

Knox County intends to make a Best Value Award. Best value means more than low cost. It includes cost, service quality and other factors detailed herein.

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

3.3 **ADDITIONS/DELETIONS:** Knox County reserves the right to add/delete items to this bid. Additional products/services will be agreed upon by both parties in writing.

3.4 **AWARD STATUS:** Knox County intends to issue a one-year (1) award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County and the Knox County Schools reserves the right to purchase these services from other sources if the need arises. Knox County and Knox County Schools reserves the right to revoke the award if these services are not satisfactory or a pattern of unavailability arises.

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

3.6 **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 Contractor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor if they will lower the cost to Knox County and/or provide improved service.

3.7 **COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, KCS will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an e-mail confirmation. Due to the volume of information that must be transmitted, it is essential that the Contractor have an efficient and properly functioning email. Ideally, the Contractor will have e-mail capabilities.

3.8 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Bidder 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 Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.

3.9 **CONTACT PERSONNEL:** It shall be essential to the success of this term contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the successful bidder shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County so as to avoid any interruption of service.

3.10 **CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful bidder(s). The Contract must be voted on by the Knox County Commission and Knox County Board of Education and receive a majority vote. The successful firm(s) may be required to be present at the full Commission Meeting and Board of Education Meeting to answer questions relating to the services performed. Adequate notification will be given by the Knox County Procurement Division if the firm(s) will need to attend this meeting. The Knox County Procurement Division will draft this Contract and no vendor forms, (i.e. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as contract documents or as contract attachments.

3.11 **DESTINATION AND DELIVERY:** All shipments that are to be delivered must be F.O.B. Destination to the department ordering the items. All destination and delivery charges are to be included in the unit price of all items. Vendors are to include all destination and delivery charges in their price. **There will be no extra hidden charges.**

3.12 **ENTRANCE TO KNOX COUNTY SCHOOL SITES:** Only authorized employees of the successful Contractor(s) are allowed on the premises of KCS buildings. Contractor(s) employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). All employees must wear a company uniform or name badges identified with the Company name at all times. Contractor and/or employees of contractor must contact KCS prior to reporting to a site for work.

3.13 **ESTIMATE PREPERATION:** Vendor may be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimation shall include but not be limited to the cost of; labor, material, blueprint preparation, detailed description of the scope of work, inspection services, and any required subcontracted services. Quotations shall be based upon the contract rates. Quotation shall remain firm for thirty (30) days from acceptance by Knox County. All estimation and quotation preparation shall be provided at no cost or obligation to Knox County.

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

Pricing	**80 Points**
Capabilities & Resources	**20 Points**

3.15 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder(s). This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not

within the service provider's bid, may also be noted and made part of the evaluation file.

Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.16 **IDENTIFICATION AND UNIFORMS:** Employees of the Contractor shall have proper photo identification displayed, at all times, while on School property. If needed, KCS can provide temporary photo identification for a fee of $2.50 per badge. Additionally, as appropriate, Contractor is encouraged to have its employees in a standard uniform. This is a preference but not a requirement. Additionally, many schools require visitors to obtain and wear visitor passes issued by that particular site. If so, visitors will obtain such pass and display it as instructed.

3.17 **INSTALLATION:** Contractor will be responsible for installation of all equipment being bid. Bidders must state their total cost to install all equipment. Installation will not be considered complete until reviewed and accepted by a Knox County Representative.

3.18 **INSURANCE:** The successful Vendor(s) must carry the insurance as indicated on the Insurance Checklist Attachment hereto. As proof of the Vendor's willingness to obtain and maintain the insurance, the Vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid.

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 project is in effect.

3.19 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.

3.20 **INVOICING REQUIREMENTS:** **INVOICING REQUIREMENTS:** As several different departments may use this Contract, please adhere to the following guidelines:

FOR KCS MAIL ALL INVOICES TO:
Knox County Schools Maintenance & Operations
Purchasing Supervisor
900 East Fifth Avenue
Knoxville, TN 37917

FOR ALL OTHER KNOX COUNTY DEPARTMENTS MAIL INVOICES TO:
The Remit to Address on the Purchase Order.

The following general guidelines apply to all departments. However, each department may have additional or slightly different needs, which they will communicate to you.

TRACKING NUMBER: All invoices must have one (1) of our tracking numbers on them or they will be returned. You will only have one (1) number per invoice.
INVOICE DETAIL: At a minimum, these items must be shown on the invoice:

- The grand total amount
- An itemized list detailing the description, quantity and cost of each item or service provided (not if the job was a "Not to Exceed" project).
- The location delivered to (Such as XYZ School or Maintenance 5th Avenue)
- The date the work/materials were delivered
- A statement that the price invoiced is per the bid/quote.
- The tracking number (purchase order or encumbrance number)

SUBMIT ONE (1) ORIGINAL INVOICE AND ONE (1) COPY.
INVOICES ARE TO BE ORIGINAL, WITH A UNIQUE REFERENCE NUMBER. PREFERABLY INVOICES WILL BE WHITE.
REVIEW OF INVOICES: Invoices will be reviewed for adherence to bid terms and/or the quotation.

FAILURE TO FOLLOW GUIDELINES: Failure to follow these guidelines may slow down the payment process, while following these steps will help you receive payment faster. Variation from the terms of our bids is strictly prohibited. It will help speed your payment if your invoice notes the bid number or name. It will be even more helpful if your invoice clearly states that the charges are in accordance with the bid or quotation terms.

JOB/SERVICE TICKETS: Job/service tickets that substantiate the invoice must accompany the invoice. The original job/service tickets will be given to the requesting department. Copies must accompany the invoice.

UNPAID INVOICES: If invoices are unpaid after thirty (30) calendar days, please contact KCS to ascertain their status.

3.21 **INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may require different invoicing 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 "Billing" 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 desired 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.

3.22 **LICENSES:** Bidders will provide with their bid a copy of all State of Tennessee, City of Knoxville and Knox County licenses that they and their employees hold. Bidders must provide proof of State of Tennessee certification as a backflow prevention device tester. A copy of the State certification **must** accompany their bid. **FAILURE TO PROVIDE THIS INFORMATION WILL BE JUST CAUSE FOR REJECTION OF THE BID.**

3.23 **MATERIAL/LABOR QUALITY:** Unless otherwise specified, all materials must be of a commercial grade or better.

3.24 **NEW MATERIAL:** Unless specified otherwise in the bid package, Contractor(s) must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of the bid. Refurbished or remanufactured materials **will not** be accepted.

3.25 **NEWS RELEASES BY CONTRACTORS:** As a matter of policy, KCS does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of KCS.

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 **OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bid shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.28 **PERMITS:** Contractor will be responsible for obtaining any and all required permits. Knox County shall not be responsible for the cost of any and all permits.

3.29 **PRICING:** Bidders must quote a firm fixed price for the items noted herein. The price may not change during the term of the Contract. However the Contractor may request a price increase at each renewal period. A request for a price increase must be accompanied by proof of increased price to the Contractor. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected the Contractor may:

- Continue with existing prices
- Not accept the renewal offer
- Request a lower price increase

If a price increase is approved by Knox County and Knox County Schools Maintenance & Operations (KCSMO), the approval notification will be done in writing and the vendor will be notified of the new price schedule. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.30 **RECORDS:** Vendor will maintain records of items and quantities purchased by Knox County and make them available on request.

3.31 **REMOVAL OF VENDORS EMPLOYEES:** The successful Vendor(s) agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the successful Vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

3.32 **SAFETY AND PROTECTION:** The contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all of their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the service. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on-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 by OSHA, EPA, and AHERA.

The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.

Contractor shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

3.33 **SCHEDULING OF WORK:** Vendor(s) shall cooperate with officials in performing work so that interference with the normal program will be held to a minimum. Work will normally be scheduled for regular work hours and not for overtime hours.

3.34 **SIGN-IN FOR KNOX COUNTY SCHOOLS:** Vendors must sign the Vendor Check-In Log at each school site where work is to be performed. Ask for the "Maintenance & Contractor's Sign-In Book" in the office area. Failure to sign-in will negate KCSMO responsibility to pay the resulting invoice. Vendors do not have to sign-in if the office area of the facility is locked.

3.35 **SUB-CONTRACTING:** Any sub-contracting must be approved, in advance, by both Knox County and KCSMO. Knox County and KCSMO may terminate the Contract if subcontracting is done without approval.

3.36 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation by **July 16, 2026, by 4:30 pm.** Submit questions as noted in Section 1.1.

3.37 **VALUE ADDED RELATIONSHIP:** Knox County and KCSMO intend for this bid to result in a relationship with a vendor. Knox County and KCSMO desire a long-term relationship with a Contractor in which common goals are shared. Among those goals are:

- Fair and equitable treatment of Contractor and County.
- Contactor expertise in methods of cost reduction. Contractors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.
- Contractor involvement in the School system or a specific school on a non-business basis. One example is involvement with the Knox County Schools Teacher Depot. The Teacher Depot accepts the donation of equipment and supplies for distribution to teachers.

3.38 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

SECTION IV SCOPE OF WORK

4.1 **CALL BACK SERVICE:** Upon written notice from KCSMO, the contractor must, without charge, promptly and properly replace any and all improper work and material that may become apparent within a one (1) year period from the date of acceptance by the KCSMO. Call back service for previous repairs or maintenance will be on a

twenty-four hour, seven days a week basis at no additional cost to the KCSMO and response time will be within two (2) hours of notification for emergencies and twenty-four (24) hours for non-emergencies. Should KCSMO and a vendor disagree about whether or not a call back service is a warranty issue, the vendor will submit details of the situation in writing to KCSMO and the situation will be reviewed. Any compressors and motors replaced will have a minimum one (1) year parts and labor warranty.

4.2 **CONTRACTOR'S ESTIMATES:** The vendors may be required to visit the potential job-sites and submit accurate quotations before the work is authorized. Any questions regarding energy efficiency standards, equipment sizing, or fuel selection shall be addressed to the KCSMO Energy Manager or HVAC department prior to quotation. If the quotation is accepted and the work is performed, the contractor's invoice shall not exceed the quoted amount. Quotations must be provided within five (5) business days of request. All quotations are to be accompanied by a list of any subcontractors to be employed for the job. Quotations must show the approved labor and material rates.

4.3 **COST OF PARTS AND MATERIALS:**

DISCOUNT FROM TRADE SERVICE CATALOG

4.3.1 The cost for part and materials shall be derived from the Trade Service Catalog (latest edition) for HVAC work. The successful vendor(s) will provide a minimum 20% discount on parts and materials from the trade service catalog. Any additional discount will be listed separately. Parts and materials required for a specific job but not listed in the trade service catalog will not have a mark-up exceeding ten (10) percent. The actual cost in mark-up must be presented to KCSMO for approval to incurring the charge. KCSMO will not pay for the routine supplies nor tools that are required to perform normal HVAC work.

4.3.2 Billing for parts and materials shall be consistent with the prices contained in the Trade Service Catalog and the page of items shall be shown on the invoice so that KCSMO can confirm the price.

4.3.3 Subsequent to an award the successful vendor(s) must furnish a copy of the current Trade Service Catalog. The Knox County Procurement Division, the KCSMO Purchasing Supervisor and the KCSMO HVAC foreman will each retain a copy of the document. It is preferred that vendor(s) provide this information in electronic format with updates as applicable or upon request.

4.4 **HOURS:** Contractor must be available for emergencies and scheduled service during day and night time hours and on weekends and holidays. However, KCSMO must approve, in advance, work that would be performed on an overtime rate basis. Scheduled work is not to be overtime.

4.5 **LABOR CHARGES:**

4.5.1 Bidders shall include all costs (e.g.: overhead, profit, insurance, workers' compensation, unemployment insurance, social security, routine supplies and materials) in the hourly rate.

4.5.2 The Contractor is required to have hours worked certified by KCSMO personnel. The billable time starts when the worker checks in and ends when the worker checks out with the designated KCSMO employee. A job/service ticket will be left with the KCSMO designee. This document will show the arrival and departure time and date for each employee.

4.5.3 Additional truck mileage charges will not be allowed.

4.6 **MATERIALS:** All materials furnished and installed shall:

4.7.1 Be Underwriters Laboratories listed, where applicable.
4.7.2 Be of standard professional quality and workmanship.
4.7.3 Conform to or exceed the general quality level of the base unit.
4.7.4 Be parts produced by the original manufacturer except with permission in emergencies.
4.7.5 Be Energy Star rated equipment where available.
4.7.6 Meet the KCSMO energy department minimum standards.

4.7 **OWNER'S MANUAL:** Owner's manuals, preventative maintenance guidelines, schematics and related documents must be provided to the KCSMO HVAC foreman upon completion of a project. The following guidelines apply:

4.8.1 The site where the installation occurred.
4.8.2 The area (e.g. floor or wing).
4.8.3 The serial number of the unit(s).
4.8.4 The brand and model of the unit(s).
4.8.5 The date of installation.

4.8.6 These materials shall be in a three (3) ring binder.

4.8 **QUALITY:** All work must conform to American Wire Association Standards. All wiring shall be done according to Electrical Code. All work must meet the applicable requirements of all authorities having jurisdiction.

4.9 **QUALITY ASSURANCE:** KCSMO is committed to a quality assurance program so that Knox County's investment is maximized. For example, bidders may submit information on HVAC Retrofit Units built to the specifications and space requirements of the existing units already on site.

4.10 **REPRESENTATIONS OF VENDOR:** The Vendor represents and warrants:

4.10.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished by it; and

4.10.2 That the firm is familiar with all Federal, State, municipal and County laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

4.10.3 That such temporary and permanent work required by the Contract Documents as is to be done by the firm can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and

4.10.4 That the firm has carefully examined the plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

4.11 **TRAINING:** Use Attachment D.

4.12.1 **Vendor Employees** - Bidders will provide evidence of training classes and seminars that their staff has participated in. KCSMO has several types of HVAC units throughout its sites. KCSMO anticipates, but does not guarantee, the majority of the work requested will be on such brands as American Standard, Carrier, Trane and York. Therefore, and in addition to, other standard technical certifications, the prospective vendor's employees must be qualified or trained to work on American Standard, Carrier, Trane and York.

4.12.2 **Training to KCSMO Employees** - Vendors shall provide on-site (and/or within the County) training for KCSMO employees. Such training shall be relative to the installation, maintenance, trouble shooting and operation of units that are installed as a result of this Contract. Such training will be up to eight (8) hours per quarter and/or up to twenty-four (24) hours per year. Training sessions may be in increments up to eight (8) hours per session.

4.12.3 **Training specified herein shall be at no additional charge.**

4.12 **WARRANTIES:** Warranties that are applicable to merchandise and service provided to KCSMO will be delivered to 900 East Fifth Avenue, Knoxville, Tennessee 37917. Warranties must indicate:

4.12.1 The site of the installation.
4.12.2 The area (e.g. floor or wing).
4.12.3 The serial number of the unit(s).
4.12.4 The brand and model of the unit(s).
4.12.5 The date the warranty commences.

Vendors must provide:

4.12.6 A minimum twelve (12) month warranty on parts and labor on all new installations. The twelve (12) months starts once the repair or installation is complete, and accepted by the County, and the unit is in service. This includes any unit built to order.

4.12.7 Any extended warranties (in excess of twelve (12) months) offered by the manufacturer for various components at no additional cost to KCSMO.

4.12.8 A quarterly listing/printout of all equipment installed during the quarter.

4.12.9 Service to accomplish all warranty repairs during the contract period and after the contract period has expired if the warranty is still in force.

Bidders need not return pages one (1) through thirteen (13) with their bid submittal.

SECTION V VENDOR INFORMATION AND PRICING FOR BID #3751, COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES

The following pages should be attached as a portion of the bid response. Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor Name _____

5.2 Vendor Address _____

City_____ State _____ Zip_____

5.3 Telephone Number _____ Fax Number _____

5.4 Vendor Number As Assigned By The Knox County Procurement Division_____

5.5 Contact Person _____

5.6 Contact Person's Email _____

5.7 By submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of any bidder/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 bidder/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 bidder/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 bidder/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: _____

Pursuant to the Tennessee Procurement Protection Act (T.C.A. Title 4, Chapter 56, as amended by Public Chapter 768, effective July 1, 2026), by submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of the bidder/proposer certifies, and in the case of joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge, and believe that each bidder/proposer is not providing goods, services, or information and communications technology (ICT) from foreign adversary companies.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

5.8 Vendor's Knox County Business License Number _____
(If Applicable*) Attach A Copy Of The License.*

5.9 Bidder Offers A Discount Of _____ % If Payment Is Made Within 30 Days.

5.10 Vendor certifies that the Equipment Bid is neither Refurbished nor Remanufactured.

Signed: _____

5.11 Will you accept credit card (VISA) payments as per section 1.18? Yes _____ No _____

5.12 Did you include the Criminal History Records Check as per section 2.7? Yes _____ No _____

5.13 Did you include the Insurance Checklist as per section 3.18? Yes _____ No _____

5.14 Did you include the Drug Free Affidavit as per section 1.11? Yes _____ No _____

5.15 I Acknowledge The Receipt Of: (Please Write "Yes" If You Received One)

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

5.16 Do you accept the Terms and Conditions of the bid? Yes _____ No _____

With Exceptions _____

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3751
COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES – (CONTINUED)

VENDOR NAME: _____

5.17 Number of Years in Business: _____

5.18 Major Equipment Owned (attach additional pages if necessary):_____

_____

_____

_____

5.19 Total Staff Size: _____ Technicians: _____ Apprentices: _____ Helpers _____

(Total staff size shall be limited to those employees having direct responsibilities for the Knox County account.)

5.20 Pricing:

	ITEM	UNIT OF MEASURE	REGULAR TIME	NON-REGULAR TIME
5.20.1	HVAC Supervisor	Hour	$	$
5.20.2	HVAC Technician	Hour	$	$
5.20.3	Electrician	Hour	$	$
5.20.4	Sheet Metal Worker	Hour	$	$
5.20.5	Pipe Fitter	Hour	$	$
5.20.6	Welder	Hour	$	$
5.20.7	Certified Welder	Hour	$	$
5.20.8	Mechanic	Hour	$	$
5.20.9	Laborer	Hour	$	$
5.20.10	Helper	Hour	$	$

5.21 Parts and Materials Discount in addition to 20% listed in Section 4.3.1 _____%

ATTACHMENT A
INSURANCE CHECKLIST
BID NUMBER 3751

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	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE; $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.
21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.

AGENCY NAME:_____ AUTHORIZING SIGNATURE: _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS AS STATED ABOVE.

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by construction 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 C

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 D
INVITATION FOR BID 3751

TRAINING INFORMATION

Use this sheet to detail your training program and training to be provided to KCSMO

Vendor:_____

A. Detail the training program for your employees.

B. Detail the training program that will be provided to KCSMO.

Attachment "B"

Contractor's Response to

Invitation for Bid #3751

Commercial Grade HVAC Installation and Repair

Original

SECTION V VENDOR INFORMATION AND PRICING FOR BID #3751, COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES

The following pages should be attached as a portion of the bid response. Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 **Vendor Name** McMahan Mechanical,Inc.

5.2 **Vendor Address** 6549 Creekhead dr

City Knoxville **State** TN **Zip** 37909

5.3 **Telephone Number** 865-951-1919 **Fax Number** N/A

5.4 **Vendor Number As Assigned By The Knox County Procurement Division** 11562

5.5 **Contact Person** Dale Huskey

5.6 **Contact Person's Email** dale@mcmahanmechanical.com

5.7 **By submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of any bidder/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 bidder/proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.**

Authorizing Signature: Jason McMahan **(sign in blue ink)**

Title: President **Date:** 7/30/2026

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder/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 bidder/proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: Jason McMahan **(sign in blue ink)**

Title: President **Date:** 7/30/2026

Pursuant to the Tennessee Procurement Protection Act (T.C.A. Title 4, Chapter 56, as amended by Public Chapter 768, effective July 1, 2026), by submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of the bidder/proposer certifies, and in the case of joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge, and believe that each bidder/proposer is not providing goods, services, or information and communications technology (ICT) from foreign adversary companies.

Authorizing Signature: Jason McMahan **(sign in blue ink)**

Title: President **Date:** 7/30/2026

5.8 **Vendor's Knox County Business License Number** 1001136702
(If Applicable) ***Attach A Copy Of The License.***

5.9 Bidder Offers A Discount Of N/A % If Payment Is Made Within 30 Days.

5.10 Vendor certifies that the Equipment Bid is neither Refurbished nor Remanufactured.

Signed: John McMahon

5.11 Will you accept credit card (VISA) payments as per section 1.18? Yes X No _____

5.12 Did you include the Criminal History Records Check as per section 2.7? Yes X No _____

5.13 Did you include the Insurance Checklist as per section 3.18? Yes X No _____

5.14 Did you include the Drug Free Affidavit as per section 1.11? Yes X No _____

5.15 I Acknowledge The Receipt Of: (Please Write "Yes" If You Received One)

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

5.16 Do you accept the Terms and Conditions of the bid? Yes X No _____

With Exceptions N/A

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3751
COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES – (CONTINUED)

VENDOR NAME: McMahan Mechanical Inc.

5.17 Number of Years in Business: 41

5.18 Major Equipment Owned (attach additional pages if necessary): Skid Steer, ForkLifts, One Man Verticle Lift Basket, Duct Jacks, Trucks, Trailers, FlatBed Truck w/lift gate, Welders, Pipe Threading Machines, HVAC Duct Equipment, Pipe Freezing Equipment, Core Drill, HVAC Refrigerant Vacuum and Recovery Machine, Air Lift System, 14K Drop Deck Trailer

5.19 Total Staff Size: 23 **Technicians:** 11 **Apprentices:** 5 **Helpers** 7

(Total staff size shall be limited to those employees having direct responsibilities for the Knox County account.)

5.20 Pricing:

	ITEM	UNIT OF MEASURE	REGULAR TIME	NON-REGULAR TIME
5.20.1	HVAC Supervisor	Hour	$95	$142.50
5.20.2	HVAC Technician	Hour	$90	$135
5.20.3	Electrician	Hour	$65	$97.50
5.20.4	Sheet Metal Worker	Hour	$65	$97.50
5.20.5	Pipe Fitter	Hour	$75	$112.50
5.20.6	Welder	Hour	$90	$135
5.20.7	Certified Welder	Hour	$95	$142.50
5.20.8	Mechanic	Hour	$80	$120
5.20.9	Laborer	Hour	$50	$75
5.20.10	Helper	Hour	$50	$75

5.21 Parts and Materials Discount in addition to 20% listed in Section 4.3.1 N/A %

ATTACHMENT A
INSURANCE CHECKLIST
BID NUMBER 3751

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	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE; $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.
21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
23. OTHER INSURANCE REQUIRED

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.
AGENCY NAME: Federated Ins AUTHORIZING SIGNATURE: Clay Simon

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS AS STATED ABOVE.

BIDDER NAME: McMahan Mechanical AUTHORIZING SIGNATURE: Joan McMahan

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by construction contractor with five (5) or more employees)

I, Jason McMahan, President or other Principal Officer of McMahan Mechanical, 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.

Jason McMahan
President or Principal Officer

For: McMahan Mechanical, Inc.
Name of Company

STATE OF TENNESSEE {COUNTY OF Knox }

Subscribed and sworn before me by Jason McMahan,

President or Principal Officer of McMahan Mechanical, Inc.,

On this 27th day of July 2026.

Jessica Carmichael
Notary Public

JESSICA CARMICHAEL STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY MY COMMISSION EXPIRES FEBRUARY 25, 2030

My Commission expires: 2/25/30

ATTACHMENT C

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by Contractor)

I, Jason McMahan, President or other Principal

Officer of McMahan Mechanical, 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.

Jason McMahan
President or Principal Officer

For: McMahan Mechanical, Inc.
Name of Company

STATE OF TENNESSEE}
COUNTY OF Knox }

Subscribed and sworn before me by Jason McMahan,

President or Principal Officer of McMahan Mechanical, Inc,

On this 27th day of July 2026.

Jessica Anne Auster
Notary Public

JESSICA ANNE AUSTER
STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY
MY COMMISSION EXPIRES FEBRUARY 25, 2030

My Commission expires: 2/25/30

ATTACHMENT D
INVITATION FOR BID 3751

TRAINING INFORMATION

Use this sheet to detail your training program and training to be provided to KCSMO

Vendor: McMahan Mechanical, Inc

A. Detail the training program for your employees.

Please see attached.

B. Detail the training program that will be provided to KCSMO.

Please see attached.

McMahan Mechanical, Inc.

Employee Training and Development Program

McMahan Mechanical is committed to maintaining a highly trained workforce through a combination of manufacturer training, industry certifications, safety education, and continuing professional development. Employees receive training based on their job responsibilities, equipment serviced, and customer requirements. Training includes, but is not limited to, the following:

Safety Training

- OSHA 30-Hour Construction Safety and Health
- CPR, AED, and First Aid for Adults
- Fall Protection Safety
- Construction Fall Protection Safety
- Lockout/Tagout (Control of Hazardous Energy)
- Personal Protective Equipment (PPE)
- Welding Safety
- Forklift Safety Training
- Aerial & Scissor Lift Operator Certification
- Aerial Lift Devices Training
- OSHA 10
- Weekly Safety & Performance Meetings
- New Employee Orientation & Safety

Technical and Trade Certifications

- EPA Clean Air Act Section 608 HVAC Technician Certification
- Universal Refrigerant Technician Certification
- Department of Environment and Conservation – Cross Connection Control Certification
- NATE – Gas Furnace Service & Installation, Heat Pump – Service & Certification
- Testing and Evaluation of Backflow Prevention
- Tennessee Licensed Mechanical Contractor – CMC-A
- Tennessee Licensed Plumbing Contractor – CMC-C

Manufacturer Equipment Training

- Crest Boiler School
- Lochinvar Copper-Fin II Products Training
- Lochinvar Service Training
- Trane Air Conditioning Clinic
- Trane Heat Pump & Gas Furnace Service
- Carrier Heat Pump & Gas Furnace Service
- Mitsubishi Mini Split Service & Install
- Daikin – Mini Split Service & Install
- Manufacturer Sponsored Training – Trane, Carrer, York, Daikin, Mitsubishi & Sanyo

Continuing Education

Employees regularly participate in manufacturer-sponsored training, safety meetings, equipment-specific instruction, and continuing education to remain current with evolving technologies, code requirements, and industry best practices. Training is provided throughout the year as new equipment, procedures, and safety requirements are introduced.

McMahan Mechanical maintains training records for employees and ensures technicians possess the certifications and qualifications necessary to safely perform maintenance, repair, and installation services. Additional training is provided as required by OSHA regulations, equipment manufacturers, customer specifications, and applicable state and local requirements.

McMahan Mechanical, Inc.

Training Program

McMahan Mechanical will provide comprehensive on-site training for Knox County personnel following the installation of equipment furnished under this contract. Training will be conducted by qualified technicians, project supervisors, manufacturer representatives (when applicable), or factory-trained personnel.

Training will be provided at the installation site or another Knox County location designated by the County and will be scheduled at a mutually convenient time.

Training topics may include, but are not limited to:

- Equipment overview and system components
- Proper operation of installed equipment
- Start-up and shutdown procedures
- Preventive maintenance requirements
- Troubleshooting common operational issues
- Safety procedures and operational precautions
- Control system operation and programming (when applicable)
- Recommended maintenance schedules
- Warranty information and service procedures
- Review of operation and maintenance (O&M) manuals
- Question-and-answer session with County maintenance personnel

Training Materials

McMahan Mechanical will provide applicable documentation including:

- Manufacturer Operation & Maintenance (O&M) manuals
- Warranty information
- Recommended preventive maintenance schedules
- Equipment specifications
- Parts lists (when available)
- Manufacturer service bulletins (if applicable)

Additional Training

When specialized equipment is installed, McMahan Mechanical will coordinate additional training with the equipment manufacturer or manufacturer's representative to ensure County personnel receive equipment-specific instruction and the most current operational guidance.

Commitment

McMahan Mechanical is committed to ensuring Knox County maintenance personnel are fully trained to safely operate, maintain, and troubleshoot equipment installed under this contract. Training will be customized to the equipment provided and the operational needs of the County.

McMahan Mechanical will provide refresher training upon request throughout the contract term for newly installed equipment or when significant repairs or system modifications are completed.

STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

MCMAHAN MECHANICAL, INC

41123

ID NUMBER: 24098
LIC STATUS: ACTIVE
EXPIRATION DATE: July 31, 2028

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET.

ATTN:JASON T. MCMAHAN
MCMAHAN MECHANICAL, INC.
6549 CREEKHEAD DRIVE
KNOXVILLE, TN 37909-1018

State of Tennessee

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
MCMAHAN MECHANICAL, INC.

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 24098
LIC STATUS: ACTIVE
EXPIRATION DATE: July 31, 2028
SUNLIMITED; CMC-A; CMC-C

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

City of Knoxville
Business Tax Standard License

This certificate must be publicly displayed.

MCMAHAN MECHANICAL INC
6549 CREEKHEAD DR
KNOXVILLE TN 37909-1018

Date Issued:	24-Jun-2025
Classification:	4
Letter ID:	L0426231488
License Number:	1000393307
Expiration Date:	15-Aug-2026

Knox County
Business Tax Standard License

This certificate must be publicly displayed.

MCMAHAN MECHANICAL INC
6549 CREEKHEAD DR
KNOXVILLE TN 37909-1018

Date Issued:	24-Jun-2025
Classification:	4
Letter ID:	L0788047552
License Number:	1001136702
Expiration Date:	15-Aug-2026

Tennessee Department of Environment and Conservation

Julian R. Fleming Environmental Training Center

Awards This Certificate To

Johnathan Sise

For Completion of the Course in

Testing and Evaluation of Backflow Prevention Assemblies on

February 28, 2025

Certificate No.

13788

Expiration Date

February 28, 2028

April Phipps

Director, Division of Water Resources

Tennessee Department of Environment and Conservation

Julian R. Fleming Environmental Training Center

Awards This Certificate To

Steve Scott

For Completion of the Course in

Testing and Evaluation of Backflow Prevention Assemblies on

February 28, 2025

Certificate No.

13787

Expiration Date

February 28, 2028

April Phipps

Director, Division of Water Resources

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Commercial Grade HVAC Installation and Repair Services

Alpha Mechanical
Archer Air
J&F Mechanical
Lee Company
McMahan Mechanical

Cost to Knox County Schools

$1,000,000

Description and Type of Funding Source

146 172620 00 541600

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

RLA-18934 **12.**

AGENDA COMMITTEE

Meeting Date: 10/01/2026

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, appointing _____ to the Knox County Ethics Committee. (Term expires October 31, 2030) *(Candidate interviews will be conducted at the Optional Agenda Review meeting on Monday, October 19, 2026 at 3:00 p.m. in the Main Assembly room)* ***(ALL APPLICATIONS WILL BE CONSIDERED)*** *(Commissioner Hill)*

Attachments

Public Notice

Knox County Commission

Terry Hill, 6th District, *Madam Chair*
Adam Thompson, 8th District, *Vice-Chair*

Damon Rawls, 1st District
Courtney Durrett, 2nd District
Brandon Huckaby, 3rd District
Shane Jackson, 4th District
Angela Russell, 5th District
Barry Beeler, 7th District
W. Andy Fox, Esq., 9th District
Justin Cofer, At-Large Seat 10
Garrett Holt, At-Large Seat 11

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 TERRY HILL, MADAM CHAIR

DATE: SEPTEMBER 22, 2026

The Knox County Commission and the Knox County Mayor shall receive resumes from candidates seeking appointment to three (3) upcoming vacancies on the Knox County Ethics Committee. One (1) seat will be appointed by Knox County Commission and two (2) seats will be appointed by Knox County Mayor Betsy Henderson. All terms are for a full four (4) years, beginning November 1, 2026 and ending October 31, 2030. Resumes should be submitted by mail, fax, e-mail or hand delivered no later than Wednesday, October 14, 2026 at 4:00 p.m. to:

Office of the Knox County Commission
Suite 603, City County Building
400 Main Street
Knoxville, TN 37902
Phone: 865-215-2534
FAX: 865-215-2038
E-mail: commission@knoxcounty.org

Office of Knox County Mayor
Suite 615, City County Building
400 Main Street
Knoxville, TN 37902
Phone: 865-215-2005
FAX: 865-215-2002
E-mail: county.mayor@knoxcounty.org

The Knox County Commission shall interview candidates on Monday, October 19, 2026 at 3:00 p.m. during the Commission's Optional Agenda Review meeting in the Main Assembly Room of the City County Building, 400 West Main Street.

The Commission appointment shall be considered during the regularly scheduled meeting of the Knox County Commission on Monday, October 26, 2026 at 5:00 p.m. in the Main Assembly Room of the City County Building, 400 West Main Street.

RLA-18916 **13.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026		
Requested By:	Hugh Holt, SHERIFF		
Department:	SHERIFF		
Requires Expenditure of Funds:	YES	Funded in Current Budget:	YES
Appropriation Required:	NO		

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Tennessee Highway Safety Grant in the amount of $92,000.00 to conduct saturation patrols and purchase equipment to be utilized by KCSO's Patrol Unit.
(Sheriff)

Attachments

FY27 THSO Grant Contract

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
October 01,2026	September 30, 2027	Z27THS145	91716 (PT)

Grantee Legal Entity Name	Edison Vendor ID
Knox County Sheriff's Office	0000002699

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number 20.600

Grantee's fiscal year end June 30

Service Caption (one line only)

Community Traffic Safety Enforcement and Education (PT)

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2027		$92,000.00			$92,000.00
TOTAL:		**$92,000.00**			**$92,000.00**

Grantee Selection Process Summary

☒ Competitive Selection	Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.
☐ 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/Division Code	Account Code (optional)

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
KNOX COUNTY SHERIFF'S OFFICE

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Knox County Sheriff's Office, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000002699

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 undertake Police Traffic Services Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include the following: participation in law enforcement activities to reduce speeding, aggressive driving, driving under the influence, and non-seat belt usage for children and passengers, as well as, activities to promote high visibility highway safety campaigns; provide training to increase skills and knowledge including but not limited to: Standardized Field Sobriety Testing (SFST), Traffic Stops, Radar Training, Officer Spanish Communication; education and networking opportunities for law enforcement officials and other community stakeholders will be provided.

A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	**Due Date**
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	**Due Date**
October 1 through December 31	February 1st
January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.

b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.

c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation

d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, https://trafficsafety.org/), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).

g. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.

h. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.

i. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.

j. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see https://www.dol.gov/agencies/whd/flsa).

k. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.

l. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.

m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.

b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.

c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:

(1) Taking appropriate personnel action against such an employee, up to and including termination: or
(2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.

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.

b. The Tennessee Highway Safety Office Grants Management Manual, including all federal certifications and assurances in Appendix A, located at http://tntrafficsafety.org/grant-management-manual.

c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.

A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 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 Ninety-Two Thousand Dollars and Zero Cents ($92,000.00) ("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:

Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
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 Safety and Homeland Security / Tennessee Highway Safety Office.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C., payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages,

compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

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

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

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Clyde “Buddy” Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone # (615)741-2589

The Grantee:

Hugh Holt, Director of Procurement and Grants
Knox County Sheriff's Office
400 West Main Street - L-159A
Knoxville, Tennessee 37902
Email Address: hugh.holt@knoxsheriff.org
Telephone #: (865) 215-3173

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 through 67-6-608. 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: Code of Federal Regulations: 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. [This provision only applies if the Maximum Liability in Section C.1. is $30,000.00 or more]

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.

IN WITNESS WHEREOF,

KNOX COUNTY SHERIFF'S OFFICE:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER **DATE**

ATTACHMENT ONE
Page 1

GRANT BUDGET

Community Traffic Safety Enforcement and Education (PT)

The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: October 01, 2026 END: September 30, 2027

	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	$58,037.60	$0.00	$58,037.60
	Professional Fee, Grant & Award [2]	$0.00	$0.00	$0.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	$33,962.40	$0.00	$33,962.40
	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	$92,000.00	$0.00	$92,000.00

[1] Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[2] Applicable detail follows this page if line-item is funded.

ATTACHMENT ONE
Page 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
$0.00	$0.00
TOTAL	$0.00

OTHER NON-PERSONNEL	AMOUNT
$0.00	$0.00
TOTAL	$0.00

CAPITAL PURCHASE	AMOUNT
$0.00	$0.00
TOTAL	$0.00

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	Knox County Sheriff's Office
Subrecipient's Unique Entity Identifier (SAM)	JSG6PE7LMBS8
Federal Award Identification Number (FAIN)	69A37527300004020TN0
Federal award date	October 01, 2026
Subaward Period of Performance Start and End Date	10/01/2026 - 09/30/2027
Subaward Budget Period Start and End Date	10/01/2026 - 09/30/2027
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.600, State and Community Highway Safety
Grant contract's begin date	10/01/2026
Grant contract's end date	09/30/2027
Amount of federal funds obligated by this grant contract	$92,000.00
Total amount of federal funds obligated to the subrecipient	$92,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$7,000,000.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	State and Community Highway Safety
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	0%

RLA-18910 **14.**

AGENDA COMMITTEE

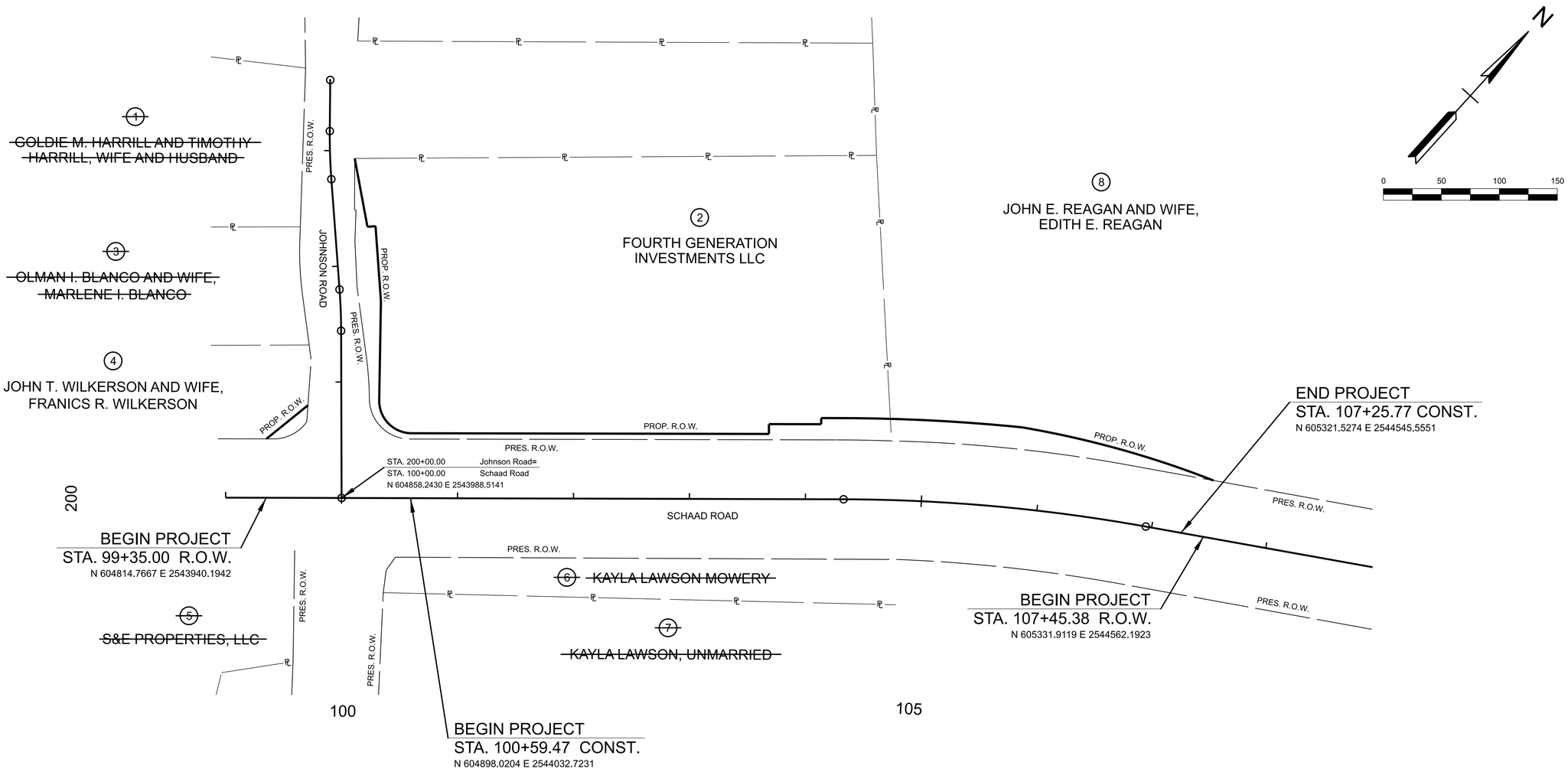
Meeting Date:	10/01/2026
Requested By:	Ben Friend, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the necessary right-of-way acquisitions on three (3) tracts required for the construction of the traffic signal and additional turn lanes at the intersection of Johson Road and Schaad Road.
(Engineering and Public Works)

Attachments

Property map/Acquisition table



R.O.W. ACQUISITION TABLE

TRACT NO.	PROPERTY OWNERS	COUNTY RECORDS				TOTAL AREA (ACRES)			AREA TO BE ACQUIRED (ACRES)			AREA REMAINING (ACRES)	
		TAX MAP NO.	PARCEL NO.	DEED DOCUMENT REFERENCE		LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	LEFT	RIGHT
				BOOK	PAGE								
1	~~Goldie M. Harril and Timothy Harrill, wife and husband~~	~~092~~	~~11.02~~	~~20240266~~	~~0040920~~	~~0.801~~		~~0.801~~				~~0.801~~	
2	Fourth Generation Investments LLC	092	12.01	20220407	0076998	2.690		2.690	0.143		0.143	2.547	
3	~~Olman I. Blanco and Wife, Marlene I. Blanco~~	~~092~~	~~10~~	~~20120518~~	~~0065180~~	~~0.618~~		~~0.618~~				~~0.618~~	
4	John T. Wilkerson and wife, Frances R. Wilkerson	092	9	20031203	0058387	0.529		0.529	372 S.F.		372 S.F.	0.520	
5	~~S&E Properties LLC~~	~~092~~	~~9.01~~	~~20110323~~	~~0056335~~		~~2.170~~	~~2.170~~					~~2.170~~
6	~~Kayla Lawson Mowery~~	~~092~~	~~12.03~~	~~20161005~~	~~0022343~~		~~0.352~~	~~0.352~~					~~0.352~~
7	~~Kayla Lawson, Unmarried~~	~~092~~	~~12.01~~	~~20120117~~	~~0039099~~		~~1.050~~	~~1.050~~					~~1.050~~
8	John E. Reagan and wife, Edith E. Reagan	092	46	20040728	0008381	23.900	20.560	44.460	4054 S.F.		4054 S.F.	23.807	20.560

R.O.W. ACQUISITION TABLE

NO. | DATE: | ISSUE DESCRIPTION

R.O.W. FOR REVIEW ONLY

02/06/2026

IF THIS DOCUMENT IS NOT SIGNED, SEALED, AND DATED, IT MAY NOT BE USED FOR CONSTRUCTION.

PROJECT:

SCHAAD ROAD AT JOHNSON ROAD - TURN LANES AND SIGNAL DESIGN

CANNON & CANNON INC
10025 Investment Drive, Suite 120
Knoxville, TN 37932
865.670.8555
www.cci-corp.com

CLIENT:

KNOX COUNTY DEPARTMENT OF ENGINEERING AND PUBLIC WORKS

CCI PROJ. NO.	00263-0119
DATE:	FEB 6, 2026
PM/PC:	WAS/WAS
DRAWN BY:	TAP

PROPERTY MAP AND R.O.W. ACQUISITION TABLE

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RLA-18911 **15.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
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 necessary temporary construction easements, slope easements, and right-of-way acquisitions on nine (9) tracts required for the construction of the proposed roundabout at Tipton Station Road and Marin Mill Pike. *(Engineering and Public Works)*

Attachments

Property Map and Acquisition Table

R.O.W. ACQUISITION TABLE

R.O.W. ACQUISITION TABLE

TRACT NO.	PROPERTY OWNERS	COUNTY RECORDS				TOTAL AREA (ACRES)			AREA TO BE ACQUIRED (ACRES)			AREA REMAINING (ACRES)		EASEMENT (SQUARE FEET)	
		TAX MAP NO.	PARCEL NO.	DEED DOCUMENT REFERENCE		LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	LEFT	RIGHT	SLOPE	CONST *
				BOOK	PAGE										
~~1~~	~~FRANCIS E. & FRANCES E. BROWN~~	~~148~~	~~54~~	~~2152~~	~~21~~		~~1.451~~	~~1.451~~					~~1.451~~		
~~2~~	~~JIMMY R. & ANITA J. HOGAN~~	~~148~~	~~23~~	~~20010501~~	~~00742275~~	~~0.410~~		~~0.410~~				~~0.410~~			
3	JOE MAIDEN c/o TAMMIE C. CAMPELL	148	22	2060	431	1.993		1.993	0.323		0.323	1.670			0.137
4	RANDALL G. & DONNA L. McNEIL	148GC	1	20020411	0084392		1.142	1.142		28 S.F.	28 S.F.		1.141		755 S.F.
5	SANFORD GODDARD PROPERTIES LLC - 0 GR SERIES c/o SANFORD B. GOODARD	148GC	2	20240625	0064935		1.152	1.152		0.468	0.468		0.684		0.161
6	SANFORD GODDARD PROPERTIES LLC - 7612 GR SERIES c/o SANFORD B. GOODARD	148	72	20240625	0064935		4.338	4.338		3182 S.F.	3182 S.F.		4.265	1230 S.F.	1836 S.F.
7	SONYA YVONNE WHITE	148	83.06	20230120	0040809		0.218	0.218		269 S.F.	269 S.F.		0.212		
8	DORATHY AZALEA KEARNEY REVOCABLE LIVING TRUST	148	22.01	20040420	0096750	0.894		0.894	45 S.F.		45 S.F.	0.893			0.131
9	JACINTO LORENZO SEVERIANO	148	20.01	20201014	0030652	1.038		1.038				1.038			1403 S.F.
10	JACINTO LORENZO SEVERIANO	148	20.02	20201014	0030652	0.787		0.787				0.787			0.121
11	JEREMY & ERICA ST JAMES	148	21	20100204	0051097	0.227		0.227				0.227			1053 S.F.
~~12~~	~~JEFFREY G. & LINDA S. HUMPHREY~~	~~148~~	~~83.05~~	~~2002~~	~~225~~		~~3.314~~	~~3.314~~					~~3.314~~		
~~13~~	~~MEI-FUNG KERLEY & JAMES COUSIN DAVIS~~	~~148~~	~~83.04~~	~~20221116~~	~~0029518~~		~~3.310~~	~~3.310~~					~~3.310~~		
~~14~~	~~DONNA & RANDALL McNEIL~~	~~148GC~~	~~3~~	~~20250606~~	~~0064550~~		~~1.021~~	~~1.021~~					~~1.021~~		
ACQUISITION TOTALS (ACRES)										**0.872**				**1230 S.F.**	**0.666**

* CONSTRUCTION EASEMENT REQUIRED FOR EROSION PREVENTION & SEDIMENT CONTROL MEASURES, DRIVEWAYS, AND WORKING ROOM.

DISTURBED AREA

IN BETWEEN SLOPE LINES	2.213	(AC)
CONSTRUCTION EASEMENTS (OUT SIDE SLOPE LINES)	0.983	(AC)
TOTAL DISTURBED AREA	3.195	(AC)
TOTAL PROJECT AREA	3.809	(AC)

Gresham Smith

GreshamSmith.com
2095 Lakeside Centre Way
Suite 210
Knoxville, TN 37922

865.521.6777

ROADWAY IMPROVEMENTS
TIPTON STATION ROAD ROUNDABOUT
KNOX COUNTY, TENNESSEE

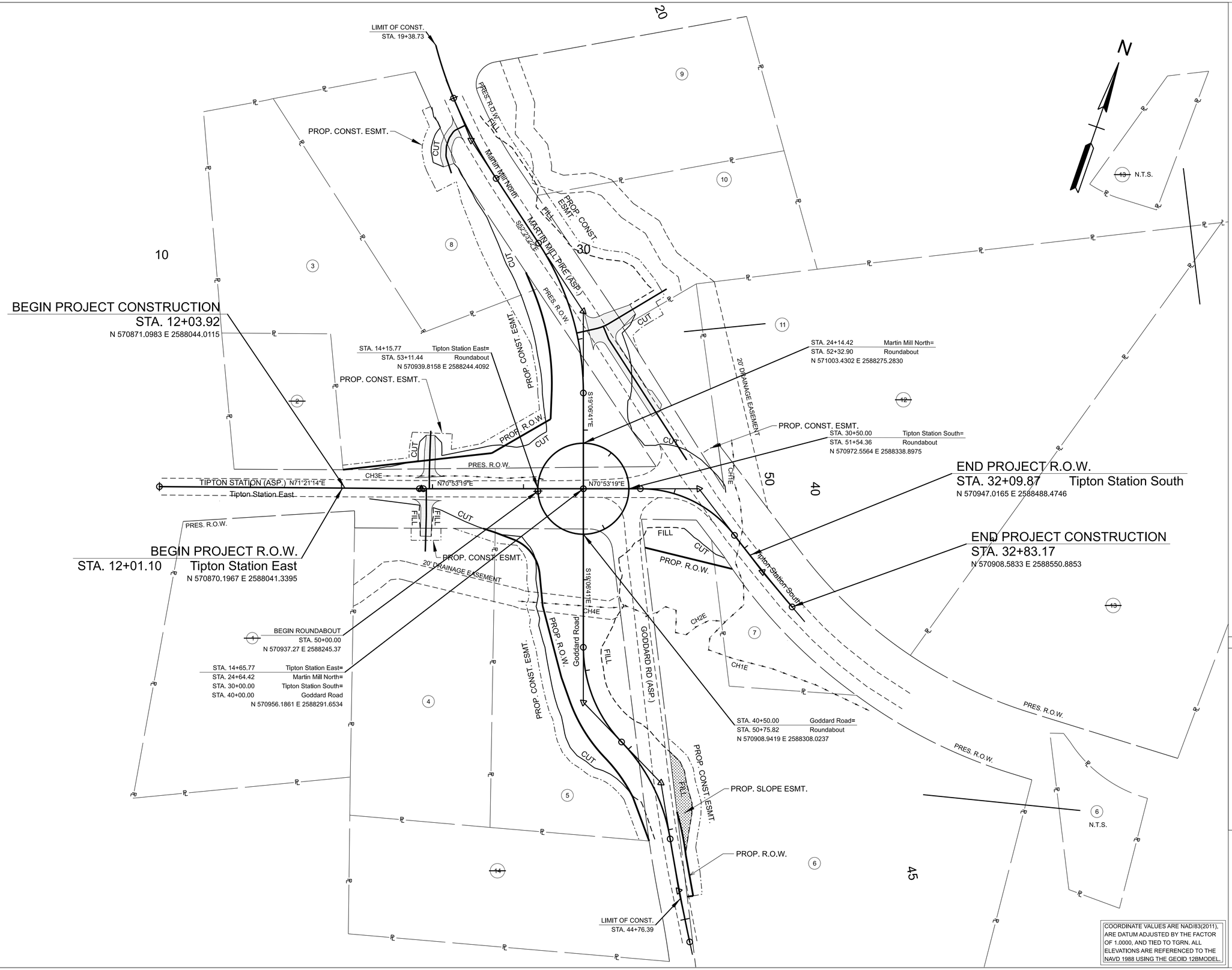
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RIGHT-OF-WAY ACQUISITION TABLE

3A

PROJECT: 50473.00
YEAR: 2026

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Gresham Smith

GreshamSmith.com
2095 Lakeside Centre Way
Suite 210
Knoxville, TN 37922

865.521.6777

ROADWAY IMPROVEMENTS

TIPTON STATION ROAD ROUNDABOUT

KNOX COUNTY, TENNESSEE

SEALED BY

PROPERTY MAP

3B

SCALE: 1"=50'
PROJECT: 50473.00
YEAR: 2026

COORDINATE VALUES ARE NAD/83(2011), ARE DATUM ADJUSTED BY THE FACTOR OF 1.0000, AND TIED TO TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 USING THE GEOID 12BMODEL.

9/10/2026 11:00:38 AM
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RLA-18912 **16.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
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 additional temporary construction easement, slope easement, and right-of-way acquisitions from two (2) tracts as part of the first phase of the Bakertown Road Widening and Realignment project, and temporary construction easement and right-of-way acquisitions from two (2) tracts as part of the second phase of the same project.
(Engineering and Public Works)

Attachments

Ph1 Property Map and Acquisition Talbe

Ph 2 Property Map and Acquisition Table

R.O.W. ACQUISITION TABLE

TRACT NO.	PROPERTY OWNERS	COUNTY RECORDS				TOTAL AREA (ACRES)			AREA TO BE ACQUIRED (ACRES)			AREA REMAINING (ACRES)		EASEMENT (ACRES)			
		TAX MAP NO.	PARCEL NO.	DEED DOCUMENT REFERENCE		LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	LEFT	RIGHT	PERMANENT DRAINAGE	SLOPE	CONSTRUCTION Ⓐ	AIR RIGHTS
				BOOK	PAGE												
1	BALL CAMP RESIDENTIAL PARTNERS	091	001.00	20150818	11243		6.410	6.410					6.410				
2	BALL CAMP COMMERCIAL PARTNERS	091	256.05	20050725	7476		1.220	1.220		4010 S.F.	4010 S.F.		1.128				
3	TURNER HOMES, LLC	091	256.08	20211001	26923		9.070	9.070					9.070		1733 S.F.	0.118	
4	BALL CAMP COMMERCIAL PARTNERS	091	256.04	20050725	7476		13.880	13.880		357 S.F.	357 S.F.		13.872		93 S.F.	0.132	
5	LKM PROPERTIES, L.P.	091	256.03	20241218	322229		3.820	3.820		322 S.F.	322 S.F.		3.813		456 S.F.	2652 S.F.	
6	VICTOR R. DEFENDERFER JR, UNMARRIED	091	148.00	20060801	9109		4.890	4.890		1061 S.F.	1061 S.F.		4.866		782 S.F.	0.130	
7	DEBORAH D PACE AND HUSBAND, JOHN H PACE	091	205.02	20050104	53228	32.560		32.560				32.560					
8	JOHN PACE AND WIFE, DEBBIE PACE	091	205.04	20040319	86863	1.600		1.600				1.600					
9	GARY M. EDSELL AND WIFE, AMANDA M EDSELL	091	144.00	20160217	47609	0.730		0.730				0.730					
10	DUSTIN COMSTOCK, UNMARRIED	091	145.00	20210810	11345	0.590		0.590				0.590					
11	BT CROSSING, LLC	091	146.00	20240205	40873	0.600		0.600				0.600					
12	BT CROSSING, LLC	091	147.00	20240205	40873	0.510		0.510				0.510					
13	BT CROSSING, LLC	091	147.01	20250206	40907	0.360		0.360	1002 S.F.		1002 S.F.	0.337				1636 S.F.	
14	WILLIAM K. DENTON AND WIFE, SHERRIE L. DENTON AND WILL	091	205.01	20250205	40733	1.480		1.480				1.480					
15	ANTHONY STEPHENS AND CASEY STEPHENS, HUSBAND AND	091	205.05	20090901	16851	1.300		1.300				1.300					
16	JEREMY WALKER AND WIFE, LINDSEY WALKER	091	205.06	20090819	13578	1.340		1.340				1.340					
17	WILLIAM K DENTON AND WIFE, SHERRIE L DENTON	091	205.03	20050104	53230	16.380		16.380				16.380					
18	BAKER RIDGE, LLC	091	226.00	20240412	50409	1.600	18.860	20.460				1.600	18.860				
19	WCO AL DP, LLC	091	228.01	20150429	58474		7.320	7.320					7.320				
20	BAKERTOWN CROSSING HOMEOWNERS ASSOCIATION, INC.	091	041.00	20190205	46364		0.820	0.820					0.820				
ACQUISITION TOTALS (ACRES)									0.362						3064 S.F.	0.508	

Ⓐ FOR WORKING ROOM

PROPERTY MAP LEGEND

- PRESENT R.O.W.
- PRESENT & PROPOSED R.O.W.
- PROPOSED R.O.W.
- SLOPE EASEMENT
- CONSTRUCTION EASEMENT

LDA ENGINEERING

REV	DATE	REVISION DESCRIPTION

BAKERTOWN ROAD REALIGNMENT AND WIDENING - PHASE 1 NORTH OF CSX TO BALL ROAD

KNOX COUNTY, TENNESSEE

R.O.W. PLANS

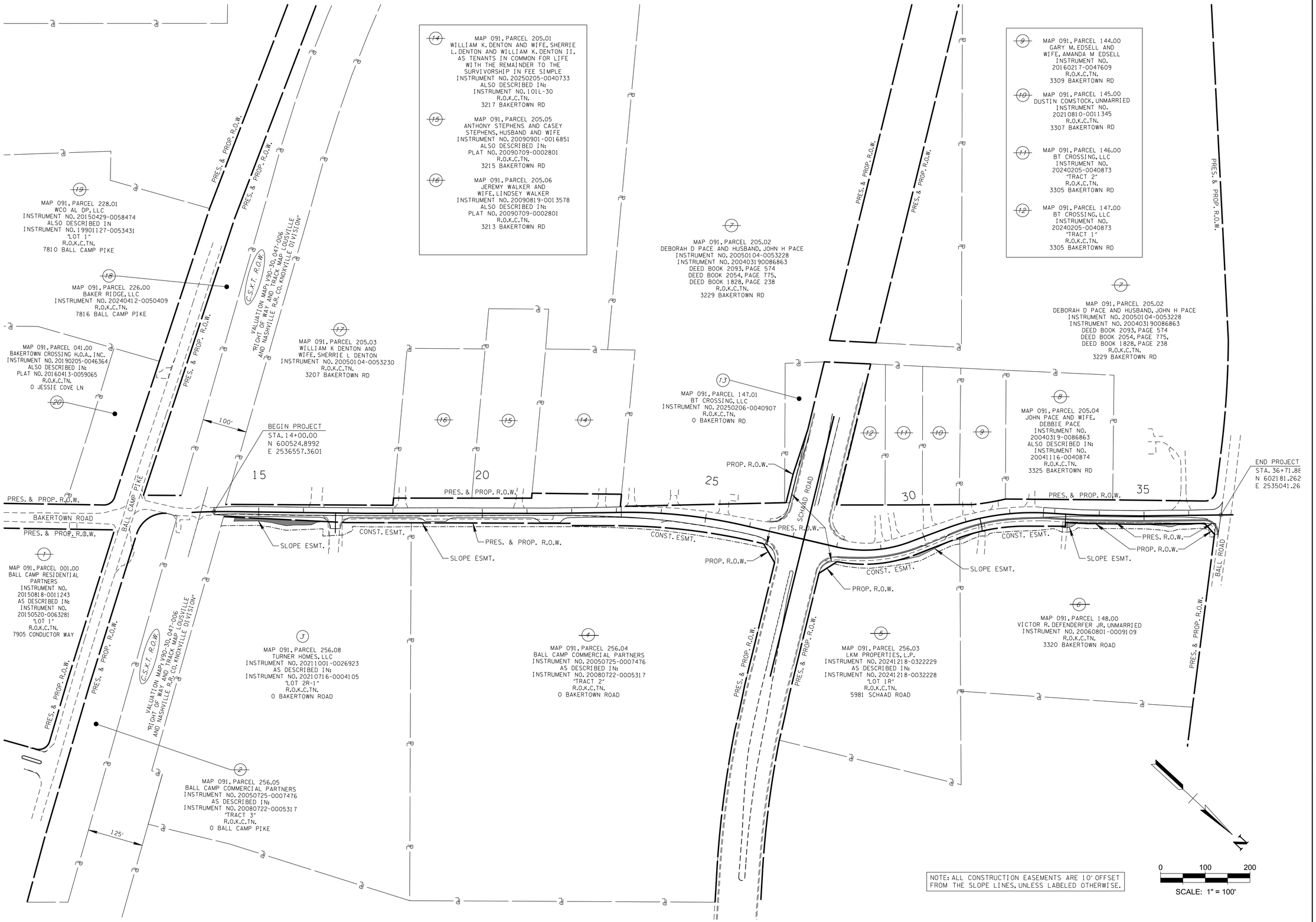
PROJECT NUMBER: KCE402

DATE: AUG 2026	SCALE:
DRAWN BY: JCE	DESIGNED BY: JCE

SHEET TITLE:

RIGHT-OF-WAY ACQUISITION TABLE AND LEGEND

SHEET 3A



LDA ENGINEERING

REV	DATE	REVISION DESCRIPTION

BAKERTOWN ROAD REALIGNMENT AND WIDENING - PHASE 1
NORTH OF CSX TO BALL ROAD
KNOX COUNTY, TENNESSEE

R.O.W. PLANS

PROJECT NUMBER: KCE402

DATE: AUG 2026	SCALE:
DRAWN BY: JCE	DESIGNED BY: JCE

SHEET TITLE:

PROPERTY MAP

SHEET 3B

R.O.W. ACQUISITION TABLE

TRACT NO.	PROPERTY OWNERS	COUNTY RECORDS				TOTAL AREA (ACRES)			AREA TO BE ACQUIRED (ACRES)			AREA REMAINING (ACRES)		EASEMENT (ACRES)			
		TAX MAP NO.	PARCEL NO.	DEED DOCUMENT REFERENCE BOOK	DEED DOCUMENT REFERENCE PAGE	LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	LEFT	RIGHT	PERMANENT DRAINAGE	SLOPE	CONSTRUCTION Ⓐ	AIR RIGHTS
1	BALL CAMP RESIDENTIAL PARTNERS	091	001.00	20150818	11243		6.410	6.410					6.410				
2	BALL CAMP COMMERCIAL PARTNERS	091	256.05	20050725	7476		1.220	1.220		4010 S.F.	4010 S.F.		1.128			3103 S.F.	
3	TURNER HOMES, LLC	091	256.08	20211001	26923		9.070	9.070					9.070		1733 S.F.	0.118	
4	BALL CAMP COMMERCIAL PARTNERS	091	256.04	20050725	7476		13.880	13.880		357 S.F.	357 S.F.		13.872		93 S.F.	0.132	
5	LKM PROPERTIES, L.P.	091	256.03	20241218	322220		3.820	3.820					3.820				
6	VICTOR R. DEFENDERFER JR, UNMARRIED	091	148.00	20060801	9109		4.890	4.890					4.890				
7	DEBORAH D PACE AND HUSBAND, JOHN H PACE	091	205.02	20050104	53228	32.560		32.560				32.560					
8	JOHN PACE AND WIFE, DEBBIE PACE	091	205.04	20040319	86863	1.600		1.600				1.600					
9	GARY M. EDSELL AND WIFE, AMANDA M EDSELL	091	144.00	20160217	47609	0.730		0.730				0.730					
10	DUSTIN COMSTOCK, UNMARRIED	091	145.00	20210810	11345	0.590		0.590				0.590					
11	BT CROSSING, LLC	091	146.00	20240205	40873	0.600		0.600				0.600					
12	BT CROSSING, LLC	091	147.00	20240205	40873	0.510		0.510				0.510					
13	BT CROSSING, LLC	091	147.01	20250206	40907	0.360		0.360				0.360					
14	WILLIAM K. DENTON AND WIFE, SHERRIE L. DENTON AND WILL	091	205.01	20250205	40733	1.480		1.480				1.480					
15	ANTHONY STEPHENS AND CASEY STEPHENS, HUSBAND AND	091	205.05	20090901	16851	1.300		1.300				1.300					
16	JEREMY WALKER AND WIFE, LINDSEY WALKER	091	205.06	20090819	13578	1.340		1.340				1.340					
17	WILLIAM K DENTON AND WIFE, SHERRIE L DENTON	091	205.03	20050104	53230	16.380		16.380				16.380					
18	BAKER RIDGE, LLC	091	226.00	20240412	50409	1.600	18.860	20.460		0.207	0.207	1.600	18.653			1292 S.F.	
19	WCO AL DP, LLC	091	228.01	20150429	58474		7.320	7.320					7.320				
20	BAKERTOWN CROSSING HOMEOWNERS ASSOCIATION, INC.	091	041.00	20190205	46364		0.820	0.820					0.820				
ACQUISITION TOTALS (ACRES)										0.307					1826 S.F.	0.351	

Ⓐ FOR WORKING ROOM

PROPERTY MAP LEGEND

PRESENT R.O.W.

PRESENT & PROPOSED R.O.W.

PROPOSED R.O.W.

SLOPE EASEMENT

CONSTRUCTION EASEMENT

LDA ENGINEERING

REV	DATE	REVISION DESCRIPTION

BAKERTOWN ROAD REALIGNMENT AND WIDENING - PHASE 2
BALL CAMP PIKE TO SCHAAD ROAD
KNOX COUNTY, TENNESSEE

R.O.W. PLANS

PROJECT NUMBER: KCE402

DATE: SEP 2025	SCALE:
DRAWN BY: JCE	DESIGNED BY: JCE

SHEET TITLE:

RIGHT-OF-WAY ACQUISITION TABLE AND LEGEND

SHEET 3A

(14) MAP 091, PARCEL 205.01
WILLIAM K. DENTON AND WIFE, SHERRIE L. DENTON AND WILLIAM K. DENTON II, AS TENANTS IN COMMON FOR LIFE WITH THE REMAINDER TO THE SURVIVORSHIP IN FEE SIMPLE
INSTRUMENT NO. 20250205-0040733
ALSO DESCRIBED IN:
INSTRUMENT NO. 101L-30
R.O.K.C.TN.
3217 BAKERTOWN RD

(15) MAP 091, PARCEL 205.05
ANTHONY STEPHENS AND CASEY STEPHENS, HUSBAND AND WIFE
INSTRUMENT NO. 20090901-0016851
ALSO DESCRIBED IN:
PLAT NO. 20090709-0002801
R.O.K.C.TN.
3215 BAKERTOWN RD

(16) MAP 091, PARCEL 205.06
JEREMY WALKER AND WIFE, LINDSEY WALKER
INSTRUMENT NO. 20090819-0013578
ALSO DESCRIBED IN:
PLAT NO. 20090709-0002801
R.O.K.C.TN.
3213 BAKERTOWN RD

(19) MAP 091, PARCEL 228.01
WCO AL DP, LLC
INSTRUMENT NO. 20150429-0058474
ALSO DESCRIBED IN
INSTRUMENT NO. 19901127-0053431
"LOT 1"
R.O.K.C.TN.
7810 BALL CAMP PIKE

(18) MAP 091, PARCEL 226.00
BAKER RIDGE, LLC
INSTRUMENT NO. 20240412-0050409
R.O.K.C.TN.
7816 BALL CAMP PIKE

MAP 091, PARCEL 041.00
BAKERTOWN CROSSING H.O.A., INC.
INSTRUMENT NO. 20190205-0046364
ALSO DESCRIBED IN:
PLAT NO. 20160413-0059065
R.O.K.C.TN.
0 JESSIE COVE LN

(20)

BEGIN PROJECT
STA. 11+10.00
N 600321.8210
E 2536764.2875

(17) MAP 091, PARCEL 205.03
WILLIAM K DENTON AND WIFE, SHERRIE L DENTON
INSTRUMENT NO. 20050104-0053230
R.O.K.C.TN.
3207 BAKERTOWN RD

(7) MAP 091, PARCEL 205.02
DEBORAH D PACE AND HUSBAND, JOHN H PACE
INSTRUMENT NO. 20050104-0053228
INSTRUMENT NO. 20040319008863
DEED BOOK 2093, PAGE 574
DEED BOOK 2054, PAGE 775,
DEED BOOK 1828, PAGE 238
R.O.K.C.TN.
3229 BAKERTOWN RD

(13) MAP 091, PARCEL 147.01
BT CROSSING, LLC
INSTRUMENT NO. 20250206-0040907
R.O.K.C.TN.
0 BAKERTOWN RD

END PROJECT
STA. 26+45.75
N 601468.0689
E 2535748.1047

STA. 13+70.40 BAKERTOWN RD =
CENTERLINE OF CSX TRACK
N 600503.6588
E 2536577.9917

STA. 12+08.59 BAKERTOWN RD =
STA. 55+00.00 BALL CAMP PIKE
N 600391.9835
E 2536695.0575

(1) MAP 091, PARCEL 001.00
BALL CAMP RESIDENTIAL PARTNERS
INSTRUMENT NO. 20150818-0011243
AS DESCRIBED IN:
INSTRUMENT NO. 20150520-0063281
"LOT 1"
R.O.K.C.TN.
7905 CONDUCTOR WAY

(3) MAP 091, PARCEL 256.08
TURNER HOMES, LLC
INSTRUMENT NO. 20211001-0026923
AS DESCRIBED IN:
INSTRUMENT NO. 20210716-0004105
"LOT 2R-1"
R.O.K.C.TN.
0 BAKERTOWN ROAD

(4) MAP 091, PARCEL 256.04
BALL CAMP COMMERCIAL PARTNERS
INSTRUMENT NO. 20050725-0007476
AS DESCRIBED IN:
INSTRUMENT NO. 20080722-0005317
"TRACT 2"
R.O.K.C.TN.
0 BAKERTOWN ROAD

(2) MAP 091, PARCEL 256.05
BALL CAMP COMMERCIAL PARTNERS
INSTRUMENT NO. 20050725-0007476
AS DESCRIBED IN:
INSTRUMENT NO. 20080722-0005317
"TRACT 3"
R.O.K.C.TN.
0 BALL CAMP PIKE

PRES. & PROP. R.O.W.
PRES. R.O.W.
PROP. R.O.W.
CONST. ESMT.
SLOPE ESMT.
CSX LIC.
VALUATION MAP V90-30-047-006 RIGHT OF WAY AND TRACK MAP LOUISVILLE AND NASHVILLE R.R. CO. KNOXVILLE DIVISION 100' RIGHT OF WAY
CSX RR R.O.W.
VALUATION MAP V90-30-047-006 RIGHT OF WAY AND TRACK MAP LOUISVILLE AND NASHVILLE R.R. CO. KNOXVILLE DIVISION VARIABLE RIGHT-OF-WAY
NOTE: ALL CONSTRUCTION EASEMENTS ARE 10' OFFSET FROM THE SLOPE LINES, UNLESS LABELED OTHERWISE.
0 100 200
SCALE: 1" = 100'

LDA ENGINEERING

REV	DATE	REVISION DESCRIPTION

BAKERTOWN ROAD REALIGNMENT AND WIDENING - PHASE 2
BALL CAMP PIKE TO SCHAAD ROAD
KNOX COUNTY, TENNESSEE

R.O.W. PLANS

PROJECT NUMBER: KCE402

DATE: SEP 2025	SCALE:
DRAWN BY: JCE	DESIGNED BY: JCE

SHEET TITLE:

PROPERTY MAP

SHEET 3B

RLA-18918 **17.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
Requested By:	Jim Snowden, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennesee, approving an agreement with the City of Knoxville in the amount of $161,550.87 for the construction of sidewalks along Pleasant Ridge Road to Country Brook Subdivision.
(Engineering and Public Works)

Attachments

file

DRAFT
9-10-26

AGREEMENT

THIS AGREEMENT is made and entered into by and between KNOX COUNTY, TENNESSEE, a home rule charter public entity and political subdivision of the State of Tennessee ("County"), and the CITY OF KNOXVILLE, TENNESSEE, a municipal corporation organized and existing under the laws of the State of Tennessee ("City").

WITNESSETH:

WHEREAS, the City has contracted with Charles Blalock and Sons, Inc.("Blalock") for the construction of a sidewalk along a portion of the northern side of Pleasant Ridge Road within the corporate limits of the City as more specifically set out in the plans attached hereto and incorporated herein as Exhibit 1; and

WHEREAS, immediately to the northwest of the planned new sidewalk within the City is the Country Brook Subdivision, which is outside of boundaries the City and within the boundaries of the County; and

WHEREAS, there is a gap between the eastern boundary of the line of Country Brook Lane within the Country Brook Subdivision and the western end of the above-mentioned sidewalk; and

WHEREAS, it is in the best interest of the citizens of the City and the County and especially of those citizens living within the Country Brook Subdivision that the sidewalk being built within the City be extended to terminate at the eastern boundary of the line of the aforementioned Country Brook Lane as more specifically set out in the plans attached hereto and incorporated herein as Exhibit 1; and

WHEREAS, the aforementioned extension of the sidewalk will be entirely within the boundaries of the City; and

WHEREAS, Blalock has provided the estimate of the cost of the construction of the entire sidewalk, including the portion to be constructed to connect Country Brook Lane to the sidewalk currently under construction, which estimate its attached hereto and incorporated herein as Exhibit 2; and

WHEREAS, the County has agreed to pay 20% of the amount of the estimate set out in Exhibit 2.

NOW, THEREFORE, pursuant to the premises set out above and the mutual considerations stated herein, the County and the City agree as follows:

1. PAYMENT. The County will pay to the City the total amount of $146,525.10, which is 20% of the total estimate set out in Exhibit 2 hereto. This amount will be paid as follows:

2. TERM. This Agreement will be effective upon its full execution by the

appropriate officials shown on the signature page of this Agreement. The term of this Agreement will commence on the date of execution by the appropriate officials shown on the signature page of this Agreement and will expire _____ from the date of execution, unless earlier terminated pursuant to the provisions of this Agreement.

3. NOTICES. Invoices, communications, and details concerning this Agreement will be directed to the following representatives:

4. TERMINATION. Either party may terminate this Agreement at any time without penalty or recourse by giving written notice to the other party at least thirty (30) days before the effective termination date. The City will be entitled to receive payment from the County for the County's share of all the costs of the project incurred prior to the effective termination date.

5. MAINTENANCE AND UPKEEP OF SIDEWALK. County shall have no responsibility whatsoever for the maintenance and upkeep, and the cost of the same, of any portion of the sidewalk, including the extension thereof.

6. INDEPENDENT CONTRACTOR. The County shall perform all obligations under this Agreement as an independent contractor; neither it nor its employees shall be considered employees, partners or agents of the City, nor shall it or its employees be entitled to any benefits, insurance, pension, or workers' compensation as an employee of the City.

7. ASSIGNMENT. Neither party shall assign or transfer any interest in this Agreement without obtaining the prior written approval of the other party.

8. WRITTEN AMENDMENTS. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

9. REQUIRED APPROVALS. Neither the County nor the City is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.

10. ARTICLE CAPTIONS. The captions appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.

11. SEVERABILITY. If any provision of this Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

12. FEDERAL, STATE AND LOCAL REQUIREMENTS. The parties are responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

13. NO BENEFIT FOR THIRD PARTIES. This agreement is solely for the benefit of the parties, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to this Agreement.

14. NON-RELIANCE OF PARTIES. Parties explicitly agree that they have **not** relied upon any earlier or outside representations other than what has been included in this Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

15. FORCE MAJEURE. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

16. EEO/AA. The City of Knoxville is an EEO/AA/Title VI/Section 504/ ADA/ADEA Employer.

17. GOVERNING LAW AND VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. Any action for breach of this Agreement or to enforce or nullify any provision of this agreement shall be instituted only in a court of appropriate jurisdiction in Knox County, Tennessee.

18. ENTIRE AGREEMENT. This Agreement forms the entire Agreement between the County and the City. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this writing, shall be of no force or effect.

IN WITNESS WHEREOF, the County and the City have executed this Agreement in two (2) copies as of the latest date written below.

APPROVED AS TO FORM:

CHARLES F. STERCHI, III
CHIEF DEPUTY LAW DIRECTOR

DATE: _____

KNOX COUNTY, TENNESSEE

BY: _____
BETSY HENDERSON
MAYOR

DATE: _____

APPROVED AS TO FORM:

CHARLES W. SWANSON
LAW DIRECTOR

DATE: _____

KNOX COUNTY, TENNESSEE

BY: _____
INDYA KINCANNON
MAYOR

DATE: _____

RLA-18921 **18.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026		
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, authorizing Knox County Solid Waste to apply for and receive Recycling Rebate funds in the amount of $39,404.46 from the State of Tennessee Department of Environment and Conservation to incentivize counties to invest in waste reduction and recycling infrastructure and programs.
(Engineering and Public Works)

Attachments

Executive Summary

Executive Summary for 2027 Recycling Rebate

Nature of Approval:
The Mayor's signature is required to complete Knox County's Recycling Rebate application with the State of Tennessee. Approval will allow the County to claim up to $39,404.46 in rebate funds to offset eligible recycling-related expenditures.

Purpose and Need:
The Recycling Rebate provides funding to help offset County expenditures associated with recycling programs, including the purchase of recycling equipment and other eligible operational expenses.

History of Program:
The Recycling Rebate program has been available for several years through the Tennessee Department of Environment and Conservation's Materials Management Grant Program. Pursuant to T.C.A. § 68-211-825(b)(2), Recycling Rebates are available to eligible counties and municipalities for qualifying recycling activities.

The amount available through the program varies annually based on applicable waste fees collected by the State. Rebate funds may be used for a variety of recycling-related purposes, including establishing or expanding recycling programs and collection sites; preparing recovered materials for transportation and marketing; identifying markets for recovered materials; purchasing eligible recycling equipment; and developing educational programs related to waste reduction, recycling, and solid waste management.

Statement of Support:
A local match equal to the rebate amount is required. For the current rebate period, Knox County is eligible to receive up to $39,404.46 after documenting at least $78,808.92 in total eligible expenditures, consisting of the $39,404.46 rebate and an equal $39,404.46 local match.

The required expenditures are being met through existing recycling-related expenses; therefore, no additional appropriation is necessary.

Zach Johnson
Director, Solid Waste
Knox County Engineering and Public Works
205 West Baxter Avenue
Knoxville, TN 37917

KNOX COUNTY
TENNESSEE

ENGINEERING & PUBLIC WORKS

Finance & Administration • Development Services • Fleet Services • Operations

205 West Baxter Avenue • Knoxville, TN 37917 • www.knoxcounty.org
Phone: 865-215-5800

RLA-18908 **19.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
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 Amendment Two to a Grant Contract with the Tennessee Department of Health for the provision of Women, Infant and Children (WIC) Program Services. This amendment increases the maximum liability of the State under the Grant Contract by $251,199.00 for a total amount of $9,239,587.00. (No application or local match required)
(Health Department)

Attachments

Grant Contract for WIC A2

GRANT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
34353-01625	84319	GG-25-84319-01	2

Contractor Legal Entity Name	Edison Vendor ID
The Government of Knox County dba Knox County Health Department	2830

Amendment Purpose & Effect(s)

Add clause D.37.; adding funding

Amendment Changes Contract End Date: ☐ YES ☒ NO **End Date:** September 30, 2027

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A)**:** **$ 251,199.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2025		$2,430,750.32			$2,430,750.32
2026		$3,062,343.68			$3,062,343.68
2027		$3,065,194.00			$3,065,194.00
2028		$681,299.00			$681,299.00
TOTAL:		**$9,239,587.00**			**$9,239,587.00**

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

Speed Chart (optional)	Account Code (optional)
HL00000355; HL00000358; HL00007886; HL00007888; HL00007890	71301000

AMENDMENT TWO
OF GRANT CONTRACT GG-25-84319-01

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and The Government of Knox County dba Knox County Health Department, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. The following is added as Grant Contract section D.37.

   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).

2. Grant Contract section C.1. is deleted in its entirety and replaced with the following:

   C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Nine Million Two Hundred Thirty-Nine Thousand Five Hundred Eighty-Seven ($9,239,587.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 3 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

3. Grant Contract Attachment 2 is deleted in its entirety and replaced with the new attachment 2 attached hereto.

4. Grant Contract Attachment 3 is deleted in its entirety and replaced with the new attachment 3 attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

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

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

THE GOVERNMENT OF KNOX COUNTY dba KNOX COUNTY HEALTH DEPARTMENT

_____ _____
Betsy Henderson Date
County Mayor

APPROVED AS TO FORM: CONTRACT #

_____ _____
Jessica Jernigan-Johnson Date
Knox County Deputy Law Director

KNOX COUNTY HEALTH DEPARTMENT

_____ _____
Michelle Moyers Date
Senior Director

_____ _____
Allison Rogers Date
Finance & Operations Director

DEPARTMENT OF HEALTH

_____ _____
Dr. John R. Dunn Date
Interim Commissioner

ATTACHMENT 2

Federal Award Identification

WIC

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	COUNTY OF KNOX
Subrecipient's Unique Entity Identifier (SAM)	HS2EQEN6B6K4
Federal Award Identification Number (FAIN)	265TN712W1003
Federal award date	07/01/2026
Subaward Period of Performance Start and End Date	10/01/2025 – 9/30/2026
Subaward Budget Period Start and End Date	10/1/2025 - 09/30/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	10.557 – WIC Special Supplemental Nutrition Program for Women, Infant and Children
Grant contract's begin date	10/1/2024
Grant contract's end date	9/30/2027
Amount of federal funds obligated by this grant contract	$8,927,587.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$53,853,048.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Women Infants & Children
Name of federal awarding agency	U.S. Department of Agriculture
Name and contact information for the federal awarding official	Trenace Dave USDA Food and Nutrition Service Southeast Regional Office 61 Forsyth Street SW, 8T36 404-562-7021
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Alesha Reeves Alesha.Reeves@tn.gov (615)741-0227
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

ATTACHMENT 2

Federal Award Identification Worksheet

BFPC

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	COUNTY OF KNOX
Subrecipient's Unique Entity Identifier (SAM)	HS2EQEN6B6K4
Federal Award Identification Number (FAIN)	265TN707W5003
Federal award date	04/21/2026
Subaward Period of Performance Start and End Date	10/01/2025 – 09/30/2027
Subaward Budget Period Start and End Date	10/01/2025 - 09/30/2027
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	10.557 WIC Breastfeeding Peer Counseling
Grant contract's begin date	10/1/2024
Grant contract's end date	9/30/2027
Amount of federal funds obligated by this grant contract	$312,000.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$2,071,908.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Women Infant and Children
Name of federal awarding agency	U.S. Department of Agriculture
Name and contact information for the federal awarding official	DASHAWN DECOUUSDA Food and Nutrition Service Southeast Regional Office 61 Forsyth Street SW, 8T36 404-562-7021
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Alesha Reeves Alesha.Reeves@tn.gov (615)741-0227
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

ATTACHMENT 3

(BUDGET PAGE 1)

GRANT BUDGET

THE GOVERNMENT OF KNOX COUNTY DBA KNOX COUNTY HEALTH DEPARTMENT

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning October 1, 2024, and ending September 30, 2027. ***Roll-Up***

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries [2]	$4,920,800.00	$0.00	$4,920,800.00
2	Benefits & Taxes	$1,639,100.00	$0.00	$1,639,100.00
4, 15	Professional Fee/ Grant & Award [2]	$370,000.00	$0.00	$370,000.00
5	Supplies	$1,209,687.00	$0.00	$1,209,687.00
6	Telephone	$21,600.00	$0.00	$21,600.00
7	Postage & Shipping	$130,000.00	$0.00	$130,000.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$180,000.00	$0.00	$180,000.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings [2]	$112,400.00	$0.00	$112,400.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals [2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$656,000.00	$0.00	$656,000.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	**$9,239,587.00**	**$0.00**	**$9,239,587.00**

$9,704,400.00 $464,813.00

1 Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A* . (posted on the Internet at: https://www.tn.gov/finance/looking-for/policies.html).

2 Applicable detail follows this page if line-item is funded.

ATTACHMENT 3

(BUDGET PAGE 1)

GRANT BUDGET

THE GOVERNMENT OF KNOX COUNTY DBA KNOX COUNTY HEALTH DEPARTMENT

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning October 1, 2024, and ending September 30, 2025. ***Roll-Up*** **- Year 1**

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$1,515,000.00	$0.00	$1,515,000.00
2	Benefits & Taxes	$505,000.00	$0.00	$505,000.00
4, 15	Professional Fee/ Grant & Award [2]	$290,000.00	$0.00	$290,000.00
5	Supplies	$555,500.00	$0.00	$555,500.00
6	Telephone	$7,200.00	$0.00	$7,200.00
7	Postage & Shipping	$50,000.00	$0.00	$50,000.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$60,000.00	$0.00	$60,000.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings[2]	$50,100.00	$0.00	$50,100.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$202,000.00	$0.00	$202,000.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	**$3,234,800.00**	**$0.00**	**$3,234,800.00**

1 Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A* . (posted on the Internet at: https://www.tn.gov/finance/looking-for/policies.html).

2 Applicable detail follows this page if line-item is funded.

ATTACHMENT 3

(BUDGET PAGE 2)

GRANT BUDGET

THE GOVERNMENT OF KNOX COUNTY DBA KNOX COUNTY HEALTH DEPARTMENT

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning October 1, 2024, and ending September 30, 2025. ***Year 1*** **- WIC**

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$1,451,000.00	$0.00	$1,451,000.00
2	Benefits & Taxes	$478,800.00	$0.00	$478,800.00
4, 15	Professional Fee/ Grant & Award [2]	$290,000.00	$0.00	$290,000.00
5	Supplies	$555,500.00	$0.00	$555,500.00
6	Telephone	$6,500.00	$0.00	$6,500.00
7	Postage & Shipping	$50,000.00	$0.00	$50,000.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$60,000.00	$0.00	$60,000.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings[2]	$50,000.00	$0.00	$50,000.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (15% of Salaries and Benefits)	$193,000.00	$0.00	$193,000.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$3,134,800.00	$0.00	$3,134,800.00

1 Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A* . (posted on the Internet at: https://www.tn.gov/finance/looking-for/policies.html).

2 Applicable detail follows this page if line-item is funded.

3,134,800.00

GRANT BUDGET LINE-ITEM DETAIL:

Year 1 (WIC)

SALARIES	Monthly Salary		# of Months		% of Effort	##	Longevity (if applicable)	AMOUNT
Robin Penegar, Breastfeeding Program Manager	$ 5,606.81	x	9	x	100%	+	$ -	$ 50,461.30
Robin Penegar, Breastfeeding Program Manager	$ 5,718.95	x	3	x	100%	+	$ -	$ 17,156.84
Lorna Emond, WIC Director	$ 7,132.19	x	9	x	100%	+	$ -	$ 64,189.71
Lorna Emond, WIC Director	$ 7,274.83	x	3	x	100%	+	$ -	$ 21,824.50
Terry Brooks, WIC Field Rep.	$ 3,750.07	x	9	x	100%	+	$ -	$ 33,750.60
Terry Brooks, WIC Field Rep.	$ 3,825.07	x	3	x	100%	+	$ -	$ 11,475.20
Brieta Davis, WIC Field Rep.	$ 3,104.08	x	9	x	100%	+	$ -	$ 27,936.68
Brieta Davis, WIC Field Rep.	$ 3,166.16	x	3	x	100%	+	$ -	$ 9,498.47
Deborah Bailey, Office Manager	$ 3,772.42	x	9	x	100%	+	$ -	$ 33,951.79
Deborah Bailey, Office Manager	$ 3,847.87	x	3	x	100%	+	$ -	$ 11,543.61
Crystal Torres, Outreach and Program Coordinator	$ 4,659.11	x	9	x	100%	+	$ -	$ 41,932.02
Crystal Torres, Outreach and Program Coordinator	$ 4,752.30	x	3	x	100%	+	$ -	$ 14,256.89
Carolina Velez, Health Srv Clerk	$ 2,902.23	x	9	x	100%	+	$ -	$ 26,120.06
Carolina Velez, Health Srv Clerk	$ 2,960.27	x	3	x	100%	+	$ -	$ 8,880.82
Courtney Nicely, Health Srv Clerk	$ 2,902.23	x	9	x	100%	+	$ -	$ 26,120.06
Courtney Nicely, Health Srv Clerk	$ 2,960.27	x	3	x	100%	+	$ -	$ 8,880.82
Elizabeth Guffey, Health Srv Clerk	$ 3,111.57	x	9	x	100%	+	$ -	$ 28,004.15
Elizabeth Guffey, Health Srv Clerk	$ 3,173.80	x	3	x	100%	+	$ -	$ 9,521.41
Velma Young-Moore, Health Srv Clerk	$ 3,437.09	x	9	x	100%	+	$ -	$ 30,933.83
Velma Young-Moore, Health Srv Clerk	$ 3,505.83	x	3	x	100%	+	$ -	$ 10,517.50
Linda Hester, Health Srv Clerk	$ 3,205.84	x	9	x	100%	+	$ -	$ 28,852.59
Linda Hester, Health Srv Clerk	$ 3,269.96	x	3	x	100%	+	$ -	$ 9,809.88
Demetria Woods Health Srv Clerk	$ 2,902.23	x	9	x	100%	+	$ -	$ 26,120.06
Demetria Woods Health Srv Clerk	$ 2,960.27	x	3	x	100%	+	$ -	$ 8,880.82
Michele Moore, Health Srv Clerk	$ 3,721.88	x	9	x	100%	+	$ -	$ 33,496.91
Michele Moore, Health Srv Clerk	$ 3,796.32	x	3	x	100%	+	$ -	$ 11,388.95
Veronica Gideon, Health Srv Clerk	$ 3,302.98	x	9	x	100%	+	$ -	$ 29,726.78
Veronica Gideon, Health Srv Clerk	$ 3,369.03	x	3	x	100%	+	$ -	$ 10,107.10
Julapo Connaster, Health Srv Clerk	$ 2,902.23	x	9	x	100%	+	$ -	$ 26,120.06
Julapo Connaster, Health Srv Clerk	$ 2,960.27	x	3	x	100%	+	$ -	$ 8,880.82
Felicia Bone, Health Srv Clerk	$ 3,721.88	x	9	x	100%	+	$ -	$ 33,496.91
Felicia Bone, Health Srv Clerk	$ 3,796.32	x	3	x	100%	+	$ -	$ 11,388.95
Alyshia Victoria, Nutrition Educator	$ 3,553.79	x	9	x	100%	+	$ -	$ 31,984.10
Alyshia Victoria, Nutrition Educator	$ 3,624.86	x	3	x	100%	+	$ -	$ 10,874.59
Terri Lamport, Nutrition Educator	$ 3,810.15	x	9	x	100%	+	$ -	$ 34,291.34
Terri Lamport, Nutrition Educator	$ 3,886.35	x	3	x	100%	+	$ -	$ 11,659.05
A. Ruthea Bennett, Nutrition Team Lead	$ 4,659.11	x	9	x	100%	+	$ -	$ 41,932.02
A. Ruthea Bennett, Nutrition Team Lead	$ 4,752.30	x	3	x	100%	+	$ -	$ 14,256.89
Teresa Davenport, Nutrition Educator	$ 4,512.37	x	9	x	100%	+	$ -	$ 40,611.29
Teresa Davenport, Nutrition Educator	$ 4,602.61	x	3	x	100%	+	$ -	$ 13,807.84
Angela Cameron, Nutrition Educator	$ 4,125.83	x	9	x	100%	+	$ -	$ 37,132.49
Angela Cameron, Nutrition Educator	$ 4,208.35	x	3	x	100%	+	$ -	$ 12,625.04
Karen Prater, Nutrition Educator	$ 3,848.24	x	9	x	100%	+	$ -	$ 34,634.15
Karen Prater, Nutrition Educator	$ 3,925.20	x	3	x	100%	+	$ -	$ 11,775.61
Adrian Goins, Breastfeeding Peer Counsler	$ 2,861.47	x	9	x	100%	+	$ -	$ 25,753.26
Adrian Goins, Breastfeeding Peer Counsler	$ 2,918.70	x	3	x	100%	+	$ -	$ 8,756.11
Maria Lopez, Breastfeeding Peer Counsler	$ 2,869.81	x	9	x	100%	+	$ -	$ 25,828.26
Maria Lopez, Breastfeeding Peer Counsler	$ 2,927.20	x	3	x	100%	+	$ -	$ 8,781.61
Lindsay Miller, Nutrition Educator	$ 3,553.79	x	9	x	100%	+	$ -	$ 31,984.10
Lindsay Miller, Nutrition Educator	$ 3,624.86	x	3	x	100%	+	$ -	$ 10,874.59
Victoria Miller, Nutrition Team Lead	$ 4,659.11	x	9	x	100%	+	$ -	$ 41,932.02

Victoria Miller, Nutrition Team Lead	$	4,752.30	x	3	x	100%	+	$	-	$ 14,256.89
Madeline Schappel, Nutrition Educator	$	3,735.07	x	9	x	100%	+	$	-	$ 33,615.66
Madeline Schappel, Nutrition Educator	$	3,809.77	x	3	x	100%	+	$	-	$ 11,429.32
Michele Kitts, Nutrition Educator	$	3,698.09	x	9	x	100%	+	$	-	$ 33,282.80
Michele Kitts, Nutrition Educator	$	3,772.05	x	3	x	100%	+	$	-	$ 11,316.15
Rachael Mosley, Nutrition Educator	$	3,553.79	x	9	x	100%	+	$	-	$ 31,984.10
Rachael Mosley, Nutrition Educator	$	3,624.86	x	3	x	100%	+	$	-	$ 10,874.59
Sarah Griswold, Nutrition Program Manager	$	5,606.81	x	9	x	100%	+	$	-	$ 50,461.32
Sarah Griswold, Nutrition Program Manager	$	5,718.95	x	3	x	100%	+	$	-	$ 17,156.85
Brenda Ferguson, Nutrition Educator	$	5,135.50	x	9	x	100%	+	$	-	$ 46,219.49
Brenda Ferguson, Nutrition Educator	$	5,238.21	x	3	x	100%	+	$	-	$ 15,714.62
TOTAL ROUNDED										**$1,451,000.00**

PROFESSIONAL FEE/GRANT & AWARD	**AMOUNT**
Marketing Campaign - Design Sensory	$250,000.00
Interpreter Services	$40,000.00
TOTAL ROUNDED	**$290,000.00**

TRAVEL / CONFERENCES & MEETINGS	**AMOUNT**
Conferences	$29,100.00
Nutrition Education	$900.00
Local Travel	$20,000.00
TOTAL ROUNDED	**$50,000.00**

ATTACHMENT 3

(BUDGET PAGE 4)

GRANT BUDGET

THE GOVERNMENT OF KNOX COUNTY DBA KNOX COUNTY HEALTH DEPARTMENT

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning October 1, 2024, and ending September 30, 2025. ***Year 1*** **- BFPC**

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$64,000.00	$0.00	$64,000.00
2	Benefits & Taxes	$26,200.00	$0.00	$26,200.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$0.00	$0.00	$0.00
6	Telephone	$700.00	$0.00	$700.00
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]	$100.00	$0.00	$100.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (10% of Salaries and Benefits)	$9,000.00	$0.00	$9,000.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$100,000.00	$0.00	$100,000.00

1 Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A* . (posted on the Internet at: https://www.tn.gov/finance/looking-for/policies.html).

2 Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

Year 3 (BFPC)

SALARIES	Monthly Salary		# of Months		% of Effort		Longevity (if applicable)	AMOUNT
Laura Petit, Breastfeeding Peer Counsler	$ 2,358.53	x	9	x	100%	+	$ -	$21,226.73
Laura Petit, Breastfeeding Peer Counsler	$ 2,405.70	x	3	x	100%	+	$ -	$7,217.09
Sarah Edwards, Breastfeeding Peer Counsler	$ 2,948.16	x	9	x	100%	+	$ -	$26,533.46
Sarah Edwards, Breastfeeding Peer Counsler	$ 3,007.12	x	3	x	100%	+	$ -	$9,021.37
		x	9		56%	+	$ -	$0.00
		x	3	x	56%	+	$ -	$0.00
TOTAL ROUNDED								**$64,000.00**

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
local travel	$100.00
TOTAL ROUNDED	**$100.00**

ATTACHMENT 3

(BUDGET PAGE 6)

GRANT BUDGET

THE GOVERNMENT OF KNOX COUNTY DBA KNOX COUNTY HEALTH DEPARTMENT

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning October 1, 2025, and ending September 30, 2026. ***Roll-Up*** **- Year 2**

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$1,705,800.00	$0.00	$1,705,800.00
2	Benefits & Taxes	$568,000.00	$0.00	$568,000.00
4, 15	Professional Fee/ Grant & Award [2]	$40,000.00	$0.00	$40,000.00
5	Supplies	$207,294.00	$0.00	$207,294.00
6	Telephone	$7,200.00	$0.00	$7,200.00
7	Postage & Shipping	$30,000.00	$0.00	$30,000.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$60,000.00	$0.00	$60,000.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings[2]	$31,100.00	$0.00	$31,100.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$227,400.00	$0.00	$227,400.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	**$2,876,794.00**	**$0.00**	**$2,876,794.00**

1 Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A* . (posted on the Internet at: https://www.tn.gov/finance/looking-for/policies.html).

2 Applicable detail follows this page if line-item is funded.

ATTACHMENT 3

(BUDGET PAGE 7)

GRANT BUDGET

THE GOVERNMENT OF KNOX COUNTY DBA KNOX COUNTY HEALTH DEPARTMENT

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning October 1, 2025, and ending September 30, 2026. ***Year 2*** **- WIC**

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$1,642,100.00	$0.00	$1,642,100.00
2	Benefits & Taxes	$541,900.00	$0.00	$541,900.00
4, 15	Professional Fee/ Grant & Award [2]	$40,000.00	$0.00	$40,000.00
5	Supplies	$206,894.00	$0.00	$206,894.00
6	Telephone	$6,500.00	$0.00	$6,500.00
7	Postage & Shipping	$30,000.00	$0.00	$30,000.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$60,000.00	$0.00	$60,000.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings[2]	$31,000.00	$0.00	$31,000.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (10% of Salaries and Benefits)	$218,400.00	$0.00	$218,400.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$2,776,794.00	$0.00	$2,776,794.00

1 Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A* . (posted on the Internet at: https://www.tn.gov/finance/looking-for/policies.html).

2 Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

Year 2 (WIC)

SALARIES	Monthly Salary		# of Months		% of Effort		Longevity (if applicable)	AMOUNT
Robin Penegar, Breastfeeding Coordinator	$ 6,070.18	x	3	x	100%	+	$ 500.00	$18,710.55
Robin Penegar, Breastfeeding Coordinator	$ 6,191.59		6		100%			$37,149.53
Robin Penegar, Breastfeeding Coordinator	$ 6,315.42	x	3	x	100%	+		$18,946.26
Lorna Emond, WIC Director	$ 7,721.63	x	3	x	100%	+	$ 500.00	$23,664.89
Lorna Emond, WIC Director	$ 7,876.06		6		100%			$47,256.37
Lorna Emond, WIC Director	$ 8,033.58	x	3	x	100%	+		$24,100.75
Terry Brooks, WIC Field Rep.	$ 4,059.99	x	3	x	100%	+	$ 500.00	$12,679.97
Terry Brooks, WIC Field Rep.	$ 4,141.19		6		100%			$24,847.14
Terry Brooks, WIC Field Rep.	$ 4,224.01	x	3	x	100%	+		$12,672.04
Brieta Davis, WIC Field Rep.	$ 3,360.64	x	3	x	100%	+	$ 500.00	$10,581.91
Brieta Davis, WIC Field Rep.	$ 3,427.85		6		100%			$20,567.10
Brieta Davis, WIC Field Rep.	$ 3,496.41	x	3	x	100%	+		$10,489.22
Deborah Bailey, Office Manager	$ 4,084.19	x	3	x	100%	+	$ 500.00	$12,752.57
Deborah Bailey, Office Manager	$ 4,165.87		6		100%			$24,995.25
Deborah Bailey, Office Manager	$ 4,249.19	x	3	x	100%	+		$12,747.58
Crystal Torres, Outreach and Program Coordinator	$ 5,462.11	x	3	x	100%	+	$ 500.00	$16,886.33
Crystal Torres, Outreach and Program Coordinator	$ 5,571.35		6		100%			$33,428.10
Crystal Torres, Outreach and Program Coordinator	$ 5,682.78	x	3	x	100%	+		$17,048.33
Carolina Velez, Health Srv Clerk	$ 3,402.38	x	3	x	100%	+	$ 500.00	$10,707.15
Carolina Velez, Health Srv Clerk	$ 3,470.43		6		100%			$20,822.59
Carolina Velez, Health Srv Clerk	$ 3,539.84	x	3	x	100%	+		$10,619.52
Courtney Nicely, Health Srv Clerk	$ 3,142.07	x	3	x	100%	+	$ 500.00	$9,926.20
Courtney Nicely, Health Srv Clerk	$ 3,204.91		6		100%			$19,229.45
Courtney Nicely, Health Srv Clerk	$ 3,269.01	x	3	x	100%	+		$9,807.02
Elizabeth Guffey, Health Srv Clerk	$ 3,721.13	x	3	x	100%	+	$ 500.00	$11,663.40
Elizabeth Guffey, Health Srv Clerk	$ 3,795.55		6		100%			$22,773.33
Elizabeth Guffey, Health Srv Clerk	$ 3,871.47	x	3	x	100%	+		$11,614.40
Velma Young-Moore, Health Srv Clerk	$ 3,721.13	x	3	x	100%	+	$ 500.00	$11,663.40
Velma Young-Moore, Health Srv Clerk	$ 3,795.55		6		100%			$22,773.33
Velma Young-Moore, Health Srv Clerk	$ 3,871.47	x	3	x	100%	+		$11,614.40
Linda Hester, Health Srv Clerk	$ 3,470.81	x	3	x	100%	+	$ 500.00	$10,912.42
Linda Hester, Health Srv Clerk	$ 3,540.22		6		100%			$21,241.33
Linda Hester, Health Srv Clerk	$ 3,611.03	x	3	x	100%	+		$10,833.08
Demetria Woods Health Srv Clerk	$ 3,080.17	x	3	x	100%	+	$ 500.00	$9,740.50
Demetria Woods Health Srv Clerk	$ 3,141.77		6		100%			$18,850.61
Demetria Woods Health Srv Clerk	$ 3,204.60	x	3	x	100%	+		$9,613.81
Michele Moore, Health Srv Clerk	$ 4,029.47	x	3	x	100%	+	$ 500.00	$12,588.41
Michele Moore, Health Srv Clerk	$ 4,110.06		6		100%			$24,660.36
Michele Moore, Health Srv Clerk	$ 4,192.26	x	3	x	100%	+		$12,576.78
Veronica Gideon, Health Srv Clerk	$ 3,950.09	x	3	x	100%	+	$ 500.00	$12,350.26
Veronica Gideon, Health Srv Clerk	$ 4,029.09		6		100%			$24,174.54
Veronica Gideon, Health Srv Clerk	$ 4,109.67	x	3	x	100%	+		$12,329.01
Aja McBayne, Health Srv Clerk	$ 3,302.34	x	3	x	20%	+	$ 500.00	$2,481.40
Aja McBayne, Health Srv Clerk	$ 3,368.38		6		20%			$4,042.06
Aja McBayne, Health Srv Clerk	$ 3,435.75	x	3	x	20%	+		$2,061.45
Pier Martin, Health Srv Clerk	$ 3,080.17		3		100%		$ 500.00	$9,740.50
Pier Martin, Health Srv Clerk	$ 3,141.77	x	6	x	100%	+		$18,850.61
Pier Martin, Health Srv Clerk	$ 3,204.60	x	3	x	100%			$9,613.81
Felicia Bone, Health Srv Clerk	$ 4,029.47	x	3	x	100%	+	$ 500.00	$12,588.41
Felicia Bone, Health Srv Clerk	$ 4,110.06		6		100%			$24,660.36
Felicia Bone, Health Srv Clerk	$ 4,192.26	x	3	x	100%	+		$12,576.78

Alyshia Victoria, Nutrition Educator	$	4,250.03	x	3	x	100%	+	$	500.00	$13,250.09
Alyshia Victoria, Nutrition Educator	$	4,335.03		6		100%				$26,010.18
Alyshia Victoria, Nutrition Educator	$	4,421.73	x	3	x	100%	+			$13,265.19
Terri Lamport, Nutrition Educator	$	4,125.03	x	3	x	100%	+	$	500.00	$12,875.09
Terri Lamport, Nutrition Educator	$	4,207.53		6		100%				$25,245.19
Terri Lamport, Nutrition Educator	$	4,291.68	x	3	x	100%	+			$12,875.05
A. Ruthea Bennett, Nutrition Team Lead	$	5,044.15	x	3	x	100%	+	$	500.00	$15,632.44
A. Ruthea Bennett, Nutrition Team Lead	$	5,145.03		6		100%				$30,870.19
A. Ruthea Bennett, Nutrition Team Lead	$	5,247.93	x	3	x	100%	+			$15,743.80
Teresa Davenport, Nutrition Educator	$	4,885.29	x	3	x	100%	+	$	500.00	$15,155.88
Teresa Davenport, Nutrition Educator	$	4,983.00		6		100%				$29,898.00
Teresa Davenport, Nutrition Educator	$	5,082.66	x	3	x	100%	+			$15,247.98
Angela Cameron, Nutrition Educator	$	4,466.81	x	3	x	100%	+	$	500.00	$13,900.42
Angela Cameron, Nutrition Educator	$	4,556.14		6		100%				$27,336.86
Angela Cameron, Nutrition Educator	$	4,647.27	x	3	x	100%	+			$13,941.80
Karen Prater, Nutrition Educator	$	4,166.29	x	3	x	100%	+	$	500.00	$12,998.88
Karen Prater, Nutrition Educator	$	4,249.62		6		100%				$25,497.71
Karen Prater, Nutrition Educator	$	4,334.61	x	3	x	100%	+			$13,003.83
Adrian Goins, Breastfeeding Peer Counsler	$	3,036.92	x	3	x	100%	+	$	500.00	$9,610.75
Adrian Goins, Breastfeeding Peer Counsler	$	3,097.65		6		100%				$18,585.92
Adrian Goins, Breastfeeding Peer Counsler	$	3,159.61	x	3	x	100%	+			$9,478.82
Maria Lopez, Breastfeeding Peer Counsler	$	3,354.63	x	3	x	100%	+	$	500.00	$10,563.88
Maria Lopez, Breastfeeding Peer Counsler	$	3,421.72		6		100%				$20,530.31
Maria Lopez, Breastfeeding Peer Counsler	$	3,490.15	x	3	x	100%	+			$10,470.46
Lindsay Miller, Nutrition Educator	$	3,771.67	x	3	x	100%	+	$	500.00	$11,815.02
Lindsay Miller, Nutrition Educator	$	3,847.11		6		100%				$23,082.65
Lindsay Miller, Nutrition Educator	$	3,924.05	x	3	x	100%	+			$11,772.15
Victoria Miller, Nutrition Team Lead	$	5,044.15	x	3	x	100%	+	$	500.00	$15,632.44
Victoria Miller, Nutrition Team Lead	$	5,145.03		6		100%				$30,870.19
Victoria Miller, Nutrition Team Lead	$	5,247.93	x	3	x	100%	+			$15,743.80
Madeline Black, Nutrition Educator	$	4,043.77	x	3	x	100%	+	$	500.00	$12,631.31
Madeline Black, Nutrition Educator	$	4,124.64		6		100%				$24,747.87
Madeline Black, Nutrition Educator	$	4,207.14	x	3	x	100%	+			$12,621.41
Michele Kitts, Nutrition Educator	$	4,003.70	x	3	x	100%	+	$	500.00	$12,511.11
Michele Kitts, Nutrition Educator	$	4,083.78		6		100%				$24,502.66
Michele Kitts, Nutrition Educator	$	4,165.45	x	3	x	100%	+			$12,496.36
Rachael Mosley, Nutrition Educator	$	3,771.67	x	3	x	100%	+	$	500.00	$11,815.02
Rachael Mosley, Nutrition Educator	$	3,847.11		6		100%				$23,082.65
Rachael Mosley, Nutrition Educator	$	3,924.05	x	3	x	100%	+			$11,772.15
Sarah Waldrupe, Nutrition Program Manager	$	5,661.80	x	3	x	100%	+	$	500.00	$17,485.40
Sarah Waldrupe, Nutrition Program Manager	$	5,775.03		6		100%				$34,650.21
Sarah Waldrupe, Nutrition Program Manager	$	5,890.54	x	3	x	100%	+			$17,671.61
Brenda Ferguson, Nutrition Educator	$	5,559.90	x	3	x	100%	+	$	500.00	$17,179.69
Brenda Ferguson, Nutrition Educator	$	5,671.09		6		100%				$34,026.56
Brenda Ferguson, Nutrition Educator	$	5,784.52	x	3	x	100%	+			$17,353.55
Laura Petit, Breastfeeding Peer Counsler	$	2,604.53	x	3	x	9%	+	$	500.00	$1,203.22
Laura Petit, Breastfeeding Peer Counsler	$	2,656.62	x	6	x	9%	+	$	-	$1,434.57
Laura Petit, Breastfeeding Peer Counsler	$	2,709.75	x	3	x	9%	+	$	-	$731.63
Sarah Edwards, Breastfeeding Peer Counsler	$	3,255.65	x	3	x	9%	+	$	500.00	$1,379.03
Sarah Edwards, Breastfeeding Peer Counsler	$	3,320.76	x	6	x	9%	+	$	-	$1,793.21
Sarah Edwards, Breastfeeding Peer Counsler	$	3,387.18	x	3	x	9%	+	$	-	$914.54
TOTAL ROUNDED										**$1,642,100.00**

PROFESSIONAL FEE/GRANT & AWARD	**AMOUNT**
Interpreter Services	$40,000.00
TOTAL ROUNDED	**$40,000.00**

TRAVEL / CONFERENCES & MEETINGS	**AMOUNT**
Conferences	$15,000.00
Nutrition Education	$1,000.00

Local Travel	$15,000.00
TOTAL ROUNDED	**$31,000.00**

ATTACHMENT 3

(BUDGET PAGE 9)

GRANT BUDGET

THE GOVERNMENT OF KNOX COUNTY DBA KNOX COUNTY HEALTH DEPARTMENT

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning October 1, 2025, and ending September 30, 2026. ***Year 2*** **- BFPC**

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$63,700.00	$0.00	$63,700.00
2	Benefits & Taxes	$26,100.00	$0.00	$26,100.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$400.00	$0.00	$400.00
6	Telephone	$700.00	$0.00	$700.00
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]	$100.00	$0.00	$100.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (15% of Salaries and Benefits)	$9,000.00	$0.00	$9,000.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$100,000.00	$0.00	$100,000.00

1 Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A* . (posted on the Internet at: https://www.tn.gov/finance/looking-for/policies.html).

2 Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

Year 3 (BFPC)

SALARIES	Monthly Salary		# of Months		% of Effort		Longevity (if applicable)	AMOUNT
Laura Petit, Breastfeeding Peer Counsler	$ 2,503.39	x	3	x	91%	+	$ 500.00	$7,334.25
Laura Petit, Breastfeeding Peer Counsler	$ 2,553.46	x	6	x	91%	+	$ -	$13,941.87
Laura Petit, Breastfeeding Peer Counsler	$ 2,604.53	x	3	x	91%	+	$ -	$7,110.35
Sarah Edwards, Breastfeeding Peer Counsler	$ 3,129.23	x	3	x	91%	+	$ 500.00	$9,042.80
Sarah Edwards, Breastfeeding Peer Counsler	$ 3,191.81	x	6	x	91%	+	$ -	$17,427.31
Sarah Edwards, Breastfeeding Peer Counsler	$ 3,255.65	x	3	x	91%	+	$ -	$8,887.93
TOTAL ROUNDED								**$63,700.00**

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
local travel	$100.00
TOTAL ROUNDED	**$100.00**

ATTACHMENT #

(BUDGET PAGE 11)

GRANT BUDGET

THE GOVERNMENT OF KNOX COUNTY DBA KNOX COUNTY HEALTH DEPARTMENT

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning October 1, 2026, and ending September 30, 2027. ***Roll-Up*** **- Year 3**

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$1,700,000.00	$0.00	$1,700,000.00
2	Benefits & Taxes	$566,100.00	$0.00	$566,100.00
4, 15	Professional Fee/ Grant & Award [2]	$40,000.00	$0.00	$40,000.00
5	Supplies	$446,893.00	$0.00	$446,893.00
6	Telephone	$7,200.00	$0.00	$7,200.00
7	Postage & Shipping	$50,000.00	$0.00	$50,000.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$60,000.00	$0.00	$60,000.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings[2]	$31,200.00	$0.00	$31,200.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$226,600.00	$0.00	$226,600.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	**$3,127,993.00**	**$0.00**	**$3,127,993.00**

1 Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A* . (posted on the Internet at: https://www.tn.gov/finance/looking-for/policies.html).

2 Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

Year 3 (WIC)

SALARIES	Monthly Salary		# of Months		% of Effort		Longevity (if applicable)	AMOUNT
Robin Penegar, Breastfeeding Coordinator	$ 6,252.91	x	9	x	100%	+	$ -	$56,276.16
Robin Penegar, Breastfeeding Coordinator	$ 6,377.96	x	3	x	100%	+	$ -	$19,133.89
Lorna Emond, WIC Director	$ 7,954.06	x	9	x	100%	+	$ -	$71,586.56
Lorna Emond, WIC Director	$ 8,113.14	x	3	x	100%	+	$ -	$24,339.43
Terry Brooks, WIC Field Rep.	$ 4,182.21	x	9	x	100%	+	$ -	$37,639.89
Terry Brooks, WIC Field Rep.	$ 4,265.85	x	3	x	100%	+	$ -	$12,797.56
Brieta Davis, WIC Field Rep.	$ 3,461.76	x	9	x	100%	+	$ -	$31,155.86
Brieta Davis, WIC Field Rep.	$ 3,531.00	x	3	x	100%	+	$ -	$10,592.99
Deborah Bailey, Office Manager	$ 4,207.14	x	9	x	100%	+	$ -	$37,864.25
Deborah Bailey, Office Manager	$ 4,291.28	x	3	x	100%	+	$ -	$12,873.84
Crystal Torres, Outreach and Program Coordinator	$ 5,626.52	x	9	x	100%	+	$ -	$50,638.70
Crystal Torres, Outreach and Program Coordinator	$ 5,739.05	x	3	x	100%	+	$ -	$17,217.16
Carolina Velez, Health Srv Clerk	$ 3,504.81	x	9	x	100%	+	$ -	$31,543.29
Carolina Velez, Health Srv Clerk	$ 3,574.91	x	3	x	100%	+	$ -	$10,724.72
Mauricia Lanxter, Health Srv Clerk	$ 3,079.57	x	9	x	100%	+	$ -	$27,716.09
Mauricia Lanxter, Health Srv Clerk	$ 3,141.16	x	3	x	100%	+	$ -	$9,423.47
Elizabeth Guffey, Health Srv Clerk	$ 3,833.20	x	9	x	100%	+	$ -	$34,498.80
Elizabeth Guffey, Health Srv Clerk	$ 3,909.86	x	3	x	100%	+	$ -	$11,729.59
Velma Young-Moore, Health Srv Clerk	$ 3,833.20	x	9	x	100%	+	$ -	$34,498.80
Velma Young-Moore, Health Srv Clerk	$ 3,909.86	x	3	x	100%	+	$ -	$11,729.59
Linda Hester, Health Srv Clerk	$ 3,575.29	x	9	x	100%	+	$ -	$32,177.58
Linda Hester, Health Srv Clerk	$ 3,646.79	x	3	x	100%	+	$ -	$10,940.38
Pier Martin Health Srv Clerk	$ 3,172.85	x	9	x	100%	+	$ -	$28,555.65
Pier Martin Health Srv Clerk	$ 3,236.31	x	3	x	100%	+	$ -	$9,708.92
Michele Moore, Health Srv Clerk	$ 4,150.74	x	9	x	100%	+	$ -	$37,356.70
Michele Moore, Health Srv Clerk	$ 4,233.76	x	3	x	100%	+	$ -	$12,701.28
Ja Martinez Rivera Health Srv Clerk	$ 3,435.74	x	9	x	100%	+	$ -	$30,921.66
Ja Martinez Rivera, Health Srv Clerk	$ 3,504.45	x	3	x	100%	+	$ -	$10,513.36
Rosalin Martinez, Health Srv Clerk	$ 3,435.74	x	9	x	100%	+	$ -	$30,921.66
Rosalind Marinez, Health Srv Clerk	$ 3,504.45	x	3	x	100%	+	$ -	$10,513.36
Felicia Bone, Health Srv Clerk	$ 4,150.74	x	9	x	100%	+	$ -	$37,356.70
Felicia Bone, Health Srv Clerk	$ 4,233.76	x	3	x	100%	+	$ -	$12,701.28
Aja-Kibian McBayne, Health Srv Clerk	$ 3,401.73		9	x	20%	+	$ -	$6,123.11
Aja-Kibian McBayne, Health Srv Clerk	$ 3,469.76		3	x	20%	+	$ -	$2,081.86
Alyshia Victoria, Nutrition Educator	$ 4,377.95	x	9	x	100%	+	$ -	$39,401.55
Alyshia Victoria, Nutrition Educator	$ 4,465.51	x	3	x	100%	+	$ -	$13,396.53
Terri Lamport, Nutrition Educator	$ 4,249.23	x	9	x	100%	+	$ -	$38,243.05
Terri Lamport, Nutrition Educator	$ 4,334.21	x	3	x	100%	+	$ -	$13,002.64
A. Ruthea Bennett, Nutrition Team Lead	$ 5,180.38	x	9	x	100%	+	$ -	$46,623.43
A. Ruthea Bennett, Nutrition Team Lead	$ 5,283.99	x	3	x	100%	+	$ -	$15,851.97
Teresa Davenport, Nutrition Educator	$ 5,032.36	x	9	x	100%	+	$ -	$45,291.28
Teresa Davenport, Nutrition Educator	$ 5,133.01	x	3	x	100%	+	$ -	$15,399.03
Angela Cameron, Nutrition Educator	$ 4,601.27	x	9	x	100%	+	$ -	$41,411.45
Angela Cameron, Nutrition Educator	$ 4,693.30	x	3	x	100%	+	$ -	$14,079.89
Karen Prater, Nutrition Educator	$ 4,291.70	x	9	x	100%	+	$ -	$38,625.26
Karen Prater, Nutrition Educator	$ 4,377.53	x	3	x	100%	+	$ -	$13,132.59
Adrian Goins, Breastfeeding Peer Counsler	$ 3,127.58	x	9	x	100%	+	$ -	$28,148.21
Adrian Goins, Breastfeeding Peer Counsler	$ 3,190.13	x	3	x	100%	+	$ -	$9,570.39
Maria Lopez, Breastfeeding Peer Counsler	$ 3,455.60	x	9	x	100%	+	$ -	$31,100.42
Maria Lopez, Breastfeeding Peer Counsler	$ 3,524.71	x	3	x	100%	+	$ -	$10,574.14
Lindsay Miller, Nutrition Educator	$ 3,885.20	x	9	x	100%	+	$ -	$34,966.78

Lindsay Miller, Nutrition Educator	$	3,962.90	x	3	x	100%	+	$	-	$11,888.70
Victoria Miller, Nutrition Team Lead	$	5,180.38	x	9	x	100%	+	$	-	$46,623.43
Victoria Miller, Nutrition Team Lead	$	5,283.99	x	3	x	100%	+	$	-	$15,851.97
Madeline Black, Nutrition Educator	$	4,165.47	x	9	x	100%	+	$	-	$37,489.25
Madeline Black, Nutrition Educator	$	4,248.78	x	3	x	100%	+	$	-	$12,746.35
Michele Kitts, Nutrition Educator	$	4,124.25	x	9	x	100%	+	$	-	$37,118.29
Michele Kitts, Nutrition Educator	$	4,206.74	x	3	x	100%	+	$	-	$12,620.22
Rachael Mosley, Nutrition Educator	$	3,885.20	x	9	x	100%	+	$	-	$34,966.78
Rachael Mosley, Nutrition Educator	$	3,962.90	x	3	x	100%	+	$	-	$11,888.70
Sarah Waldrupe, Nutrition Program Manager	$	5,832.19	x	9	x	100%	+	$	-	$52,489.74
Sarah Waldrupe, Nutrition Program Manager	$	5,948.84	x	3	x	100%	+	$	-	$17,846.51
Brenda Ferguson, Nutrition Educator	$	5,727.28	x	9	x	100%	+	$	-	$51,545.54
Brenda Ferguson, Nutrition Educator	$	5,841.83	x	3	x	100%	+	$	-	$17,525.48
TOTAL ROUNDED										**$1,636,000.00**

PROFESSIONAL FEE/GRANT & AWARD	**AMOUNT**
Marketing Campaign - Design Sensory	$0.00
Interpreter Services	$40,000.00
TOTAL ROUNDED	**$40,000.00**

TRAVEL / CONFERENCES & MEETINGS	**AMOUNT**
Conferences	$15,000.00
Nutrition Education	$1,000.00
Local Travel	$15,000.00
TOTAL ROUNDED	**$31,000.00**

ATTACHMENT 3

(BUDGET PAGE 12)

GRANT BUDGET

THE GOVERNMENT OF KNOX COUNTY DBA KNOX COUNTY HEALTH DEPARTMENT

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning October 1, 2026, and ending September 30, 2027. ***Year 3*** **- WIC**

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$1,636,000.00	$0.00	$1,636,000.00
2	Benefits & Taxes	$539,900.00	$0.00	$539,900.00
4, 15	Professional Fee/ Grant & Award [2]	$40,000.00	$0.00	$40,000.00
5	Supplies	$434,993.00	$0.00	$434,993.00
6	Telephone	$6,500.00	$0.00	$6,500.00
7	Postage & Shipping	$50,000.00	$0.00	$50,000.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$60,000.00	$0.00	$60,000.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings[2]	$31,000.00	$0.00	$31,000.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (10% of Salaries and Benefits)	$217,600.00	$0.00	$217,600.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$3,015,993.00	$0.00	$3,015,993.00

1 Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A* . (posted on the Internet at: https://www.tn.gov/finance/looking-for/policies.html).

2 Applicable detail follows this page if line-item is funded.

ATTACHMENT 3

(BUDGET PAGE 14)

GRANT BUDGET

THE GOVERNMENT OF KNOX COUNTY DBA KNOX COUNTY HEALTH DEPARTMENT

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning October 1, 2026, and ending September 30, 2027. ***Year 3*** **- BFPC**

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$64,000.00	$0.00	$64,000.00
2	Benefits & Taxes	$26,200.00	$0.00	$26,200.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$11,900.00	$0.00	$11,900.00
6	Telephone	$700.00	$0.00	$700.00
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]	$200.00	$0.00	$200.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (10% of Salaries and Benefits)	$9,000.00	$0.00	$9,000.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$112,000.00	$0.00	$112,000.00

1 Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A* . (posted on the Internet at: https://www.tn.gov/finance/looking-for/policies.html).

2 Applicable detail follows this page if line-item is funded.

ATTACHMENT 3 (continued)

(BUDGET PAGE 15)

GRANT BUDGET LINE-ITEM DETAIL:

Year 3 (BFPC)

SALARIES	Monthly Salary		# of Months		% of Effort		Longevity (if applicable)	AMOUNT		
Laura Petit, Breastfeeding Peer Counsler	$ 2,358.53	x	9	x	100%	+	$ -	$21,226.73	31563.71	2630.31
Laura Petit, Breastfeeding Peer Counsler	$ 2,405.70	x	3	x	100%	+	$ -	$7,217.09	32510.62	2709.22
Sarah Edwards, Breastfeeding Peer Counsler	$ 2,948.16	x	9	x	100%	+	$ -	$26,533.46	39475.31	3289.61
Sarah Edwards, Breastfeeding Peer Counsler	$ 3,007.12	x	3	x	100%	+	$ -	$9,021.37	40659.57	3388.3
		x	9		56%	+	$ -	$0.00		
		x	3	x	56%	+	$ -	$0.00		
TOTAL ROUNDED								**$64,000.00**		

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
local travel	$200.00
TOTAL ROUNDED	**$200.00**

RLA-18914 **20.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
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 Amendment One to a Grant Contract with the Tennessee Department of Health for the provision of increasing funds for Ryan White Part B Services. This amendment increases the maximum liability of the State under the Grant Contract by $1,379,200.00 for a total amount of $1,516,868.31 and extends the term to end on March 31, 2028. (No application or local match required)
(Health Department)

Attachments

Grant Contract A1 for RWPB Scvs

GRANT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
34349-34126	335350	Z-26-335350-00	1

Contractor Legal Entity Name	Edison Vendor ID
The Government of Knox County dba Knox County Health Department	2830

Amendment Purpose & Effect(s)

Add funding & extend end date; add A.6.f., A.15, & D.37; and replace B.2, and Attachments 2 & 3

Amendment Changes Contract End Date: ☒ YES ☐ NO **End Date:** 03/31/2028

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A)**:** **$ 1,379,200.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2026		$203,191.88			$203,191.88
2027		$793,126.43			$793,126.43
2028		$520,550.00			$520,550.00
TOTAL:		**$ 1,516,868.31**			**$ 1,516,868.31**

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

Z-26-335350-01

Speed Chart (optional)	Account Code (optional)
HL00000747	713040000

AMENDMENT ONE
OF GRANT CONTRACT Z-26-335350-00

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and The Government of Knox County dba Knox County Health Department, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. The following is added as Grant Contract Section A.6.f.

   f. Any Ryan White Part B funded subrecipient with a co-located and/or affiliated covered entity pharmacy dispensing medication to RWPB clients will provide RWPB with a quarterly report listing RWES number, medication name, medication quantity, and fill date for all prescriptions for all RWPB clients served in that quarter. Reports are due no later than 15 days past the last business day of the months of March, June, September, and December, with the first report due December, 2026.

2. The following is added as Grant Contract Section A.15.

   A.15. Eligibility Verification. To the extent that grant funds are expended to provide an individual with a "state or local public benefit" or "federal public benefit" as defined under Tenn. Code Ann. § 4-58-102, the Grantee is responsible for eligibility verification for each potential beneficiary/recipient. *See generally: Tenn. Code Ann. § 4-58-101 et seq.; 8. U.S.C. § 1601 et seq.; see particularly §§ 1611, 1621, 1641.*

3. Grant Contract section B.1. is deleted in its entirety and replaced with the following:

   B.1 This Grant Contract shall be effective on April 1, 2026 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.

4. Grant Contract section B.2. is deleted in its entirety and replaced with the following:

   B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to three (3) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

5. Grant Contract section C.1. is deleted in its entirety and replaced with the following:

   C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Million Five Hundred Sixteen Thousand Eight Hundred Sixty-Eight Dollars and Thirty One Cents ($1,516,868.31) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 3 is the maximum

amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

6. The following is added as Grant Contract Section D.37.

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).

7. Grant Contract Attachment 2 is deleted in its entirety and replaced with the new attachment 2 attached hereto.

8. Grant Contract Attachment 3 is deleted in its entirety and replaced with the new Attachment 3 attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

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

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

THE GOVERNMENT OF KNOX COUNTY dba KNOX COUNTY HEALTH DEPARTMENT

_____ _____
Betsy Henderson Date
County Mayor

APPROVED AS TO FORM: CONTRACT #

_____
Printed Name

_____ _____
Signature: Knox County Deputy Law Director Date

KNOX COUNTY HEALTH DEPARTMENT

_____ _____
Michelle Moyers Date
Senior Director

_____ _____
Allison Rogers Date
Finance & Operations Director

DEPARTMENT OF HEALTH

_____ _____
Dr. John R. Dunn Date
Interim Commissioner

ATTACHMENT 2

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	The Government of Knox County dba Knox County Health Department
Subrecipient's Unique Entity Identifier (SAM)	HS2EQEN6B6K4
Federal Award Identification Number (FAIN)	pending
Federal award date	pending
Subaward Period of Performance Start and End Date	pending
Subaward Budget Period Start and End Date	pending
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.917
Grant contract's begin date	April 1, 2026
Grant contract's end date	March 31, 2028
Amount of federal funds obligated by this grant contract	$1,516,868.31
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	pending
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	pending
Name of federal awarding agency	HRSA
Name and contact information for the federal awarding official	pending
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Habib Hanna Fiscal Director (615) 253-4097
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 #3

GRANT BUDGET ROLL-UP

(BUDGET PAGE 1)

Knox County Part B

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning April 1, 2026 and ending March 31, 2028

	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries [2]	$1,163,300.00	$0.00	$1,163,300.00
2	Benefits & Taxes	$322,217.55	$0.00	$322,217.55
4, 15	Professional Fee/ Grant & Award [2]	$10,000.00	$0.00	$10,000.00
5	Supplies	$4,000.00	$0.00	$4,000.00
6	Telephone	$1,730.00	$0.00	$1,730.00
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]	$2,000.00	$0.00	$2,000.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals [2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$1,950.00	$0.00	$1,950.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (10% and salary+budget)	$11,670.76	$0.00	$11,670.76
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$1,516,868.31	$0.00	$1,516,868.31

[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 #3

GRANT BUDGET ROLL-UP

(BUDGET PAGE 2)

Knox County Part B

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning April 1, 2026 and ending June 30, 2026.

	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries [2]	$156,300.00	$0.00	$156,300.00
2	Benefits & Taxes	$42,254.38	$0.00	$42,254.38
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$1,000.00	$0.00	$1,000.00
6	Telephone	$232.50	$0.00	$232.50
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 [2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$487.50	$0.00	$487.50
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (1.8% and Method: Salary and Benfits)	$2,917.50	$0.00	$2,917.50
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$203,191.88	$0.00	$203,191.88

[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 # 3 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 3)

SALARIES	Rate		# of Months		Pct		(Longetivity, if applicable)		AMOUNT
Early Intervention Services DIS; The purpose of the position is to provide counseling, testing, referrals, and support to newly diagnosed cases of HIV; Minimum education requirements include Bachelor's degree	3422.27	x	3	x	100	+			$10,266.81
DIS/Outreach Nurse; The purpose of this classification is to provide care and care coordination to people living with HIV, particularly those with high unmet social needs including those experiencing homelessness, and services related to HIV and STI treatment, prevention, and surveillance; Educational requirements are an associates in nursing with bachelor's preferred and valid registered nurse license	5135.45	x	3	x	100	+			$15,406.35
ROUNDED TOTAL									$25,700.00

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

INTEREST	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

DEPRECIATION	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

OTHER NON-PERSONNEL	AMOUNT
Knox County IT Licensing Fee; All devices purchased through and maintained by Knox County IT are subject to annual maintenance costs, as outlined below. In total 2 KCHD personnel have devices and the fee includes: Microsoft Office (Email, Teams, OneDrive, etc.) $288, Ticketing System and Remote Access solution $12, Security Awareness Training $12, Virtual Private Network $104, Support Cost $200, Firewall $50, Endpoint protection antivirus & malware $74, email security $33, Patch/assement management and remote support $15, Enterprise Content Filter $20, Replacement and upgrades $75.	$487.50
TOTAL	$487.50

CAPITAL PURCHASE	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

ATTACHMENT 3 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 4)

SALARIES									AMOUNT
Gabrielle Leflore, Nurse Lead	$ 4,942.86	x	3	x	100%	+		(Longetivity, if applicable)	$14,828.58
Allison Shepherd, Registered Nurse	$ 4,527.42	x	3	x	100%	+		(Longetivity, if applicable)	$13,582.26
Deborah Gibson, Registered Nurse	$ 4,711.27	x	3	x	100%	+		(Longetivity, if applicable)	$14,133.81
Christine Bloom, Nurse Practitioner	$ 7,372.70	x	3	x	100%	+		(Longetivity, if applicable)	$22,118.10
Heather Bradner, Nurse Practitioner	$ 7,372.70	x	3	x	50%	+		(Longetivity, if applicable)	$11,059.05
Bobby Towe, Social Counselor	$ 4,343.28	x	3	x	100%	+		(Longetivity, if applicable)	$13,029.84
Jennifer Isaacs, Social Counselor	$ 4,343.28	x	3	x	100%	+		(Longetivity, if applicable)	$13,029.84
Jamie, Bryant Health Services Clerk	$ 3,334.08	x	3	x	100%	+		(Longetivity, if applicable)	$10,002.24
Erica Vega, Health Services Clerk	$ 3,955.78	x	3	x	77%	+		(Longetivity, if applicable)	$9,137.85
Jennifer Atkins, MA/LPN	$ 3,228.25	x	3	x	100%	+		(Longetivity, if applicable)	$9,684.75
ROUNDED TOTAL									$130,600.00

ATTACHMENT #3

GRANT BUDGET ROLL-UP

(BUDGET PAGE 5)

Knox County Part B

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2026 and ending June 30, 2027.

	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries [2]	$607,300.00	$0.00	$607,300.00
2	Benefits & Taxes	$164,613.17	$0.00	$164,613.17
4, 15	Professional Fee/ Grant & Award [2]	$5,000.00	$0.00	$5,000.00
5	Supplies	$3,000.00	$0.00	$3,000.00
6	Telephone	$997.50	$0.00	$997.50
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]	$2,000.00	$0.00	$2,000.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals [2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$1,462.50	$0.00	$1,462.50
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (1.5% and salary+benefits)	$8,753.26	$0.00	$8,753.26
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$793,126.43	$0.00	$793,126.43

[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 # 3 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 6)

SALARIES	Rate		# of Months		Pct		(Longetivity, if applicable)		AMOUNT
Early Intervention Services DIS; The purpose of the position is to provide counseling, testing, referrals, and support to newly diagnosed cases of HIV; Minimum education requirements include Bachelor's degree	3422.27	x	9	x	100	+			$30,800.43
DIS/Outreach Nurse; The purpose of this classification is to provide care and care coordination to people living with HIV, particularly those with high unmet social needs including those experiencing homelessness, and services related to HIV and STI treatment, prevention, and surveillance; Educational requirements are an associates in nursing with bachelor's preferred and valid registered nurse license	5135.45	x	9	x	100	+			$46,219.05
ROUNDED TOTAL									$77,000.00

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
Association of Nurses in AIDS Care Annual Conferece for Outreach Nurse; November 2026, includes registration, flight, CONUS lodging and ME&I)	$2,000.00
ROUNDED TOTAL	$2,000.00

INTEREST	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
ROUNDED TOTAL	$0.00

DEPRECIATION	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

OTHER NON-PERSONNEL	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

CAPITAL PURCHASE	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

ATTACHMENT 3 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 7)

SALARIES									AMOUNT
Gabrielle Leflore, Nurse Lead	$ 4,942.86	x	3	x	100%	+		(Longetivity, if applicable)	$14,828.58
Gabrielle Leflore, Nurse Lead	$ 5,041.72	x	9	x	100%	+		(Longetivity, if applicable)	$45,375.48
Allison Shepherd, Registered Nurse	$ 4,527.42	x	3	x	100%	+		(Longetivity, if applicable)	$13,582.26
Allison Shepherd, Registered Nurse	$ 4,617.97	x	9	x	100%	+		(Longetivity, if applicable)	$41,561.73
Deborah Gibson, Registered Nurse	$ 4,711.27	x	3	x	100%	+		(Longetivity, if applicable)	$14,133.81
Deborah Gibson, Registered Nurse	$ 4,805.50	x	9	x	100%	+		(Longetivity, if applicable)	$43,249.50
Christine Bloom, Nurse Practitioner	$ 7,372.70	x	3	x	100%	+		(Longetivity, if applicable)	$22,118.10
Christine Bloom, Nurse Practitioner	$ 7,520.16	x	9	x	100%	+		(Longetivity, if applicable)	$67,681.44
Heather Bradner, Nurse Practitioner	$ 7,372.70	x	3	x	50%	+		(Longetivity, if applicable)	$11,059.05
Heather Bradner, Nurse Practitioner	$ 7,520.16	x	9	x	50%	+		(Longetivity, if applicable)	$33,840.72
Bobby Towe, Social Counselor	$ 4,343.28	x	3	x	100%	+		(Longetivity, if applicable)	$13,029.84
Bobby Towe, Social Counselor	$ 4,430.14	x	9	x	100%	+		(Longetivity, if applicable)	$39,871.26
Jennifer Isaacs, Social Counselor	$ 4,343.28	x	3	x	100%	+		(Longetivity, if applicable)	$13,029.84
Jennifer Isaacs, Social Counselor	$ 4,430.14	x	9	x	100%	+		(Longetivity, if applicable)	$39,871.26
Jamie, Bryant Health Services Clerk	$ 3,334.08	x	3	x	100%	+		(Longetivity, if applicable)	$10,002.24
Jamie, Bryant Health Services Clerk	$ 3,400.76	x	9	x	100%	+		(Longetivity, if applicable)	$30,606.84
Erica Vega, Health Services Clerk	$ 3,955.78	x	3	x	77%	+		(Longetivity, if applicable)	$9,137.85
Erica Vega, Health Services Clerk	$ 4,034.90	x	9	x	77%	+		(Longetivity, if applicable)	$27,961.86
Jennifer Atkins, MA/LPN	$ 3,228.25	x	3	x	100%	+		(Longetivity, if applicable)	$9,684.75
Jennifer Atkins, MA/LPN	$ 3,292.81	x	9	x	100%	+		(Longetivity, if applicable)	$29,635.29
ROUNDED TOTAL									$530,300.00

University of Tennessee Medical Center (UHS)	$1,462.50
ROUNDED TOTAL	$1,462.50

Telephone $997.50

ATTACHMENT #3

GRANT BUDGET ROLL-UP

(BUDGET PAGE 8)

Knox County Part B

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2027 and ending March 31, 2028.

	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries [2]	$399,700.00	$0.00	$399,700.00
2	Benefits & Taxes	$115,350.00	$0.00	$115,350.00
4, 15	Professional Fee/ Grant & Award [2]	$5,000.00	$0.00	$5,000.00
5	Supplies	$0.00	$0.00	$0.00
6	Telephone	$500.00	$0.00	$500.00
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 [2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (1.5% and salary+benefits)	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$520,550.00	$0.00	$520,550.00

[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 3 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 9)

SALARIES									AMOUNT
SALARIES									AMOUNT
Gabrielle Leflore, Nurse Lead	$ 5,041.72	x	9	x	100%	+		(Longetivity, if applicable)	$45,375.48
Allison Shepherd, Registered Nurse	$ 4,617.97	x	9	x	100%	+		(Longetivity, if applicable)	$41,561.73
Deborah Gibson, Registered Nurse	$ 4,805.50	x	9	x	100%	+		(Longetivity, if applicable)	$43,249.50
Christine Bloom, Nurse Practitioner	$ 7,520.16	x	9	x	100%	+		(Longetivity, if applicable)	$67,681.44
Heather Bradner, Nurse Practitioner	$ 7,520.16	x	9	x	50%	+		(Longetivity, if applicable)	$33,840.72
Bobby Towe, Social Counselor	$ 4,430.14	x	9	x	100%	+		(Longetivity, if applicable)	$39,871.26
Jennifer Isaacs, Social Counselor	$ 4,430.14	x	9	x	100%	+		(Longetivity, if applicable)	$39,871.26
Jamie, Bryant Health Services Clerk	$ 3,400.76	x	9	x	100%	+		(Longetivity, if applicable)	$30,606.84
Erica Vega, Health Services Clerk	$ 4,034.90	x	9	x	77%	+		(Longetivity, if applicable)	$27,961.86
Jennifer Atkins, MA/LPN	$ 3,292.81	x	9	x	100%	+		(Longetivity, if applicable)	$29,635.29
ROUNDED TOTAL									$399,700.00

Professional Fee	$5,000.00
Telephone	$500.00

RLA-18915 **21.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
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 with the Tennessee Department of Health for the provision of Grant In Aid Funds. This Grant Contract shall be effective for the period beginning on July 1, 2026, and ending on June 30, 2027. In no event shall the maximum liability of the State under this Grant Contract exceed $196,900.00. (No application or local match required)
(Health Department)

Attachments

Grant Contract for GIA

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	34360-37827	

Grantee Legal Entity Name	Edison Vendor ID
The Government of Knox County	2830

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number

Grantee's fiscal year end June 30th

Service Caption (one line only)

Grant in Aid Funds

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2027	$196,900.00				$196,900.00
TOTAL:	**$196,900.00**				**$196,900.00**

Grantee Selection Process Summary

☐ Competitive Selection

☒ Non-competitive Selection — Tennessee Code Annotated 68-2-901 authorizes the Dept of Health to distribute Grant in Aid funds to counties.

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)
HL00007904	71301000

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
THE GOVERNMENT OF KNOX COUNTY

This Grant Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and The Government of Knox County, hereinafter referred to as the "Grantee," is for the provision of Grant in Aid Funds, 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 Description. Health services provided in this county represent an array of programs and direct patient care services that illustrate the breadth and diversity of efforts to meet the public health needs of Tennessee's citizens. All public health services are delivered in accordance with state and/or federal statutes, program rules and regulations, physician protocols, and standing orders.

a. The Grantee shall perform all or some of the following services on an as needed basis:

Adolescent Pregnancy Prevention
Breast and Cervical Cancer
Child Health and Development (CHAD)
Childhood Lead
Children's Special Services – Care Coordination Services
Clinical Physician
Community Development Services
Dental Services
Dental Prevention Services (TennCare)
EPSDT Community Outreach Services
EPSDT TennCare
Family Planning Services
HIV Services
Health Promotion
Help Us Grow Successfully (HUGS)
Immunization Services
Prenatal Services
Public Health Emergency Preparedness (PHEP)
Rape Prevention Education
Rural Health Initiative
Ryan White Care Management/Medical Services
Sexually Transmitted Diseases (STD) Services
Tobacco Use Prevention and Control
Tuberculosis
WIC Services

b. The “Catalog of Rural Local Health Services for the Division of Community Health Services” provides a description of the above services. The Grantee may request a copy from the State, and notification of any changes will be provided by the State via electronic mail.

c. The Grantee shall work with the State to establish lab ordering and resulting processes, using both the state lab web portal and interoperability standards when implementing electronic medical record(s). Approved interoperability standards include HL7 Version 2.5.1 Implementation Guide: Laboratory Orders from EHR (LOI) and HL7 Version 2.5.1 Implementation Guide: Laboratory Results Interface (LRI) or as otherwise directed by the State Public Health Laboratory. The PTBMIS Codes Manual or an alternative codes manual will be provided to the Grantee upon request or when updates are made to the manual.

A.3. All data about health care services provided under this Grant Contract reported through the Patient Tracking and Billing Management Information System (PTBMIS) or alternative Electronic Medical Records software used by Grantee will be reported in a manner approved by the State.

Data reports for health services provided for patients including the billing for these services shall be submitted to the State electronically. The State will determine the schedule and the acceptable form of this reporting.

A.4. In the event that the Grantee is subject to an audit in accordance with Section D.15. hereunder, the Grantee shall submit to the State contact listed in Section D.8. a copy of the Annual (Final) Report.

A.5. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

A.6. Eligibility Verification. To the extent that grant funds are expended to provide an individual with a “state or local public benefit” or “federal public benefit” as defined under Tenn. Code Ann. § 4-58-102, the Grantee is responsible for eligibility verification for each potential beneficiary/recipient. See generally: Tenn. Code Ann. § 4-58-101 et seq.; 8. U.S.C. § 1601 et seq.; see particularly §§ 1611, 1621, 1641.

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 Ninety-Six Thousand Nine Hundred Dollars ($196,900.00) (“Maximum Liability”). The Grant Budget, attached and incorporated as Attachment 1, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology – Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs, not to exceed the maximum liability established in section C.1.

Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.

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 (Attachment 2) the State no more often than monthly, with all necessary supporting documentation, and present such to:

Jenny.crane@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, Community Health Services
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) 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 (attachment 3) 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:

Jenny Crane, Contract Director
Tennessee Department of Health
Division of Health Services
Andrew Johnson Tower, 7th Floor
Nashville, TN 37243
jenny.crane@tn.gov
Telephone # (615) 741-0235

The Grantee:

Allison Rogers, Finance Director
Knox County Health Department
140 Dameron Ave
Knoxville, TN 37917-6413
Email: 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 4 to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term

or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with 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. 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.

E3. 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 5.

(2) The Grantee agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

(3) If the Application requires middleware or database software, Grantee shall maintain middleware and database software versions that are always fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

(4) In the event of drive/media failure, if the drive/media is replaced, it remains with the State and it is the State's responsibility to destroy the drive/media, or the Grantee shall provide written confirmation of the sanitization/destruction of data according to NIST 800-88.

c. Business Continuity Requirements. The Grantee shall maintain set(s) of documents, instructions, and procedures which enable the Grantee to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

(1) "Disaster Recovery Capabilities" refer to the actions the Grantee takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 1 hour

ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 24 hours

(2) The Grantee and the Subcontractor(s) shall maintain a documented Disaster Recovery plan and shall share this document with the State when requested. The Grantee and the

Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Grantee verifying that the Grantee can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Grantee shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

E.4. Personally Identifiable Information. While performing its obligations under this Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). 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 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 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 Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The 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 Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

E.5. Comptroller Audit Requirements.

When requested by the State or the Comptroller of the Treasury, the Grantee must provide the State or the Comptroller of the Treasury with a detailed written description of the

Grantee's information technology control environment, including a description of general controls and application controls. The Grantee must also assist the State or the Comptroller of the Treasury with obtaining a detailed written description of the information technology control environment for any third or fourth parties, or Subcontractors, used by the Grantee to process State data and/or provide services under this Contract.

Grantee will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract, including all information technology logging and scanning conducted within the Grantee's and Subcontractor's information technology control environment. Upon reasonable notice and at any reasonable time, the Grantee grants the State or the Comptroller of the Treasury with the right to audit the Grantee's information technology control environment, including general controls and application controls. The audit may include testing the general and application controls within the Grantee's information technology control environment and may also include testing general and application controls for any third or fourth parties, or Subcontractors, used by the Grantee to process State data and/or provide services under this Contract. The audit may include the Grantee's and Subcontractor's compliance with NIST 800-171 and all applicable requirements, laws, regulations, or policies.

Upon reasonable notice and at any reasonable time, the Grantee and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Grantee and all Subcontractors used by the Grantee. Grantee will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Grantee and Subcontractor(s) personnel for the purpose of performing the information technology control audit. The audit may include interviews with technical and management personnel, physical or virtual inspection of controls, and review of paper or electronic documentation.

The Grantee must have a process for correcting control deficiencies that were identified in the State's or Comptroller of the Treasury's information technology audit. For any audit issues identified, the Grantee and Subcontractor(s) shall submit a corrective action plan to the State or the Comptroller of the Treasury which addresses the actions taken, or to be taken, and the anticipated completion date in response to each of the audit issues and related recommendations of the State or the Comptroller of the Treasury. The corrective action plan shall be provided to the State or the Comptroller of the Treasury upon request from the State or Comptroller of the Treasury and within 30 days from the issuance of the audit report or communication of the audit issues and recommendations. Upon request from the State or Comptroller of the Treasury, the Grantee and Subcontractor(s) shall provide documentation and evidence that the audit issues were corrected.

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

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

THE GOVERNMENT OF KNOX COUNTY dba KNOX COUNTY HEALTH DEPARTMENT:

_____ _____
Betsy Henderson Date
County Mayor

APPROVED AS TO FORM: CONTRACT #

_____
Printed Name

_____ _____
Signature: Knox County Deputy Law Director Date

KNOX COUNTY HEALTH DEPARTMENT

_____ _____
Michelle Moyers Date
Senior Director

_____ _____
Allison Rogers Date
Finance & Operations Director

DEPARTMENT OF HEALTH

_____ _____
Dr. John R. Dunn Date
Interim Commissioner

ATTACHMENT 1

GRANT BUDGET

The Government of Knox County

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 7/1/2026 and ending 6/30/2027.

	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries [2]	0.00	0.00	0.00
	Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award [2]	0.00	0.00	0.00
	Supplies	0.00	0.00	0.00
	Telephone	0.00	0.00	0.00
	Postage & Shipping	0.00	0.00	0.00
	Occupancy	0.00	0.00	0.00
	Equipment Rental & Maintenance	0.00	0.00	0.00
	Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings [2]	0.00	0.00	0.00
	Interest [2]	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals [2]	0.00	0.00	0.00
	Depreciation [2]	0.00	0.00	0.00
	Other Non-Personnel [2]	$196,900.00	0.00	$196,900.00
	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	**$196,900.00**	**0.00**	**$196,900.00**

[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 1

GRANT BUDGET LINE-ITEM DETAIL:

OTHER NON-PERSONNEL	AMOUNT
Grant in Aid Supplemental Funds	$196,900.00
ROUNDED TOTAL	**$196,900.00**

STATE OF TENNESSEE
INVOICE FOR REIMBURSEMENT

For ACCOUNTS MANAGEMENT OFFICE USE ONLY	
PO# **LINE#** **RECEIPT #**	**TDOH AGENCY INVOICE #**
EDISON CONTRACT #	
EDISON VENDOR # **EDISON ADDRESS LINE #**	**VOUCHER #**

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE	INVOICE NUMBER
	INVOICE DATE
	INVOICE PERIOD FROM TO
Edison Vendor #	CONTRACT PERIOD FROM TO
CONTRACTING STATE AGENCY Tennessee Department of Health	
PROGRAM AREA	CONTACT PERSON/TELEPHONE NO.
OCR CONTRACT NUMBER	

BUDGET LINE ITEMS	(A) TOTAL CONTRACT BUDGET	(B) AMOUNT BILLED YTD (MO./DAY/YR.)	(C) MONTHLY EXPENDITURES DUE	**FOR CENTRAL OFFICE USE ONLY** SPEEDCHART NUMBER: USERCODE: PROJECT ID: AMOUNT:
Salaries				
Benefits				SPEEDCHART NUMBER:
Professional Fee/Grant & Award				USERCODE:
Supplies				PROJECT ID:
Telephone				AMOUNT:
Postage & Shipping				
Occupancy				SPEEDCHART NUMBER:
Equipment Rental & Maintenance				USERCODE:
Printing & Publications				PROJECT ID:
Travel/Conferences & Meetings				AMOUNT:
Interest				
Insurance				SPEEDCHART NUMBER:
Specific Assistance to Individuals				USERCODE:
Depreciation				PROJECT ID:
Other Non Personnel				AMOUNT:
Capital Purchase				
Indirect Cost				
TOTAL	$0.00	$0.00	$0.00	

I certify to the best of my knowledge and belief that the data above are correct, that all expenditures were made in accordance with the contract conditions, and that payment is due and has not been previously requested.

Please check one of the following boxes
These services are for ☐ medical services
☐ non-medical services

RECOMMENDED FOR PAYMENT

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

Title:

Date:

PROGRAM APPROVAL AUTHORIZED SIGNATURE

Title:

Date:

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION
FOR FISCAL USE ONLY

Title:

Date:

ATTACHMENT 2

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 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, any activities that were not completed)

Submit one to:

Jenny Crane, Contract Manager, Community Health Services jenny.crane@tn.gov; and

fa.audit@tn.gov, TN Department of Finance and Administration

RLA-18919 **22.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
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 a grant contract for funding among the State of Tennessee Department of Transportation, the Knox County Railroad Authority, and the Knoxville & Holston River Railroad Co., Inc., for the provision of preliminary engineering for the repair/replacement of bridge structures in the total amount of $19,855.17.
(Finance)

Attachments

Grant Contract

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
2/1/2026	6/30/2027	40100-01720	88969

Grantee Legal Entity Name	Edison Vendor ID
Knox County Railroad Authority	31

Subrecipient or Recipient	Assistance Listing Number
☐ Subrecipient ☒ Recipient	Grantee's fiscal year end June 2030

Service Caption (one line only)

CRISI Shortline Railroad Bridge Project at M.P. 10.1

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026	$9,405.08	$10,450.09			$19,855.17
TOTAL:	**$9,405.08**	**$10,450.09**			**$19,855.17**

Grantee Selection Process Summary

☐ Competitive Selection	Describe the competitive selection process used.
☒ Non-competitive Selection	Funding will be apportioned based on the Tennessee Department of Transportation's Track and Bridge Needs Assessment Study. All grants under this DGA will be for capital improvements to active short line railroads for railroad bridge, track, grade crossing rehabilitation and/or the Authority's annual audits.

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)

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
KNOX COUNTY RAILROAD AUTHORITY
AND
KNOXVILLE & HOLSTON RIVER RAILROAD CO.

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" Knox County Railroad Authority, hereinafter referred to as the "Grantee," and Knoxville & Holston River Railroad Co., hereinafter referred to as the "Operator" for the provision of Preliminary Engineering, NEPA and Project administration for the Repair/Replacement of bridge structures M.P. 10.1 as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 31

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 is a rail authority established pursuant to T.C.A. Title 7, Chapter 56 or Title 64, Part 2. The Operator is a common rail carrier for the Grantee which may receive grants pursuant to T.C.A. § 7-56-205(11) or Title 64, Part 2. The State is authorized to provide financial assistance to the Grantee pursuant to T.C.A. § 4-3-2303 and T.C.A. § 7-56-205(11). The Grantee is authorized to accept grants pursuant to T.C.A. 7-56-205(3) or T.C.A. Title 64, Part 2 and to make grants to the Operator pursuant to T.C.A. § 7-56-205(11) or T.C.A. Title 64, Part 2. The Operator is a party to this Grant Contract in order to agree with its conditions. The Operator agrees that the State has no obligation whatsoever to the Operator under this Grant Contract.

A.3. The purpose of this Grant shall be for Preliminary Engineering to include scale maps, design plan drawings, and preliminary cost estimates, NEPA, and Administration on bridge repair/replacement projects for bridges M.P. 10.1. Deliverables to include the final FRA approved NEPA document and a Preliminary Design Packet.

A.4. Upon completion of the Project, the Grantee shall submit a written request for final inspection to the State. The State then shall conduct a final inspection to confirm that the Project was performed in accordance with the plans and specifications, including legal disposal of ties if applicable.

A.5. 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 Department of Transportation's (TDOT) Policies and Procedures manual, available on the TDOT website;

c. the Grantee's approved Project application and associated documents (collectively, Attachment One) as may be amended, if any;

d. the Grantee's construction contract, bid solicitation, and associated documents for the Project, as may be amended, if any.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on 02/01/2026 ("Effective Date") and ending on 6/30/2027 ("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 nineteen thousand, eight hundred fifty-five dollars and seventeen cents ($19,855.17) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment TWO 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:

Department of Transportation
Passenger Transportation, Rail & Freight Division
William R. Snodgrass TN Tower
312 Rosa L. Parks Ave.
Nashville, Tennessee 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Transportation, Passenger Transportation, Rail & Freight Division.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.

(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested or Payment 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 or paid by Grant Budget line-item to date.
iii. The total amount reimbursed or paid 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 or payment 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 or payment only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

a. 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 amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars ($0.00) or increase the total Grant Contract amount detailed by the Grant Budget.

b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars ($0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.

c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.

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. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.

i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.

ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. 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 (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

c. 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 or payment after the grant disbursement reconciliation report to be allowable and reimbursable or payable by the State, and such invoices will NOT be paid.

d. 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 or payment under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

e. 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:

Zachary Frey, TDOT Technical Specialist
Department of Transportation
Passenger Transportation, Rail & Freight Division
William R. Snodgrass TN Tower
312 Rosa L. Parks Ave.

Nashville, TN 37243
Email: Zachary.Frey@tn.gov
Phone: (615) 253-4252

The Grantee:

Todd Burchete, Board Member
Knox County Railroad Authority
PO Box 2408
Knoxville, TN 37901-2408
Email: ctb@gulfandohio.com
Phone: (865)525-9400

The Operator:

Jason France, COO
Knoxville & Holston River Railroad Co., Inc.
PO Box 2408
Knoxville, TN 37901-2408
Email: jkf@gulfandohio.com
Phone: (336) 813-3979

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. Reserved

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 State and the Grantee acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Reserved.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with 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. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.3. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

E.4. Prompt Payment of Contractors. The Grantee shall pay the prime contractor for work performed under its contract no later than thirty (30) calendar days from the date the Grantee receives payment for the work from the State. The same prompt payment requirements apply to the prime contractor's subcontractors and material suppliers at all tiers.

E.5. Sale or Service Discontinuance. To ensure the public interest and investment is protected, if the Grantee or Owner and Operator discontinues railroad service on one or more miles of the line, abandons one mile or more of railroad line, sells the railroad, or sells any item purchased under this Grant (including, but not limited to, any property, track, structures, or material), then the Grantee and Operator shall notify the State within thirty (30) days after taking this action and, at the discretion of the State, may be required upon written notice to repay to the State a proportionate share of the Grant funds provided in this Grant Contract. If the State determines

that any funds must be repaid, the Grantee shall repay said funds within one hundred eighty (180) days of receipt of written notice from the State.

For the purposes of this section, rail service is considered to be discontinued on any given mile of track ("Segment") when either of the following conditions exists: (1) no freight for which a customer has paid transportation charges has originated or terminated upon the Segment for a period of thirty-six (36) months or more; or (2) no freight for which a customer has paid transportation charges has traversed the Segment in order to move from its origin to its destination for a period of thirty-six (36) months or more. Rail car storage is permitted on track that has been improved with state funds, but does not constitute rail service. The Operator shall maintain documentation of rail service activity and shall provide copies of such documentation to the State upon request.

If any Segment(s) upon which work is performed pursuant to this Grant Contract is abandoned or service is discontinued for that Segment(s), then the proportionate share of Grant funds to be repaid shall be calculated based upon the pro rata share of Grant funds expended for that Segment(s"). In all other cases, the proportionate share of Grant funds to be repaid shall be a percentage of the total amount of Grant funds expended under this Grant Contract. The aforesaid proportionate share of Grant funds to be repaid, if any, shall be calculated in the following manner:

a. if the discontinuance, abandonment, or sale occurs within one (1) year after the beginning effective date in section B, then the Grantee and the Operator shall repay one hundred percent (100%) of the above-described funds expended under this Grant Contract;

b. if the discontinuance, abandonment, or sale occurs within year two (2) after the beginning effective date in section B, then the Grantee and the Operator shall repay ninety percent (90%) of the above-described funds expended under this Grant Contract;

c. if the discontinuance, abandonment, or sale occurs within year three (3) after the beginning effective date in section B, then the Grantee and the Operator shall repay eighty percent (80%) of the above-described funds expended under this Grant Contract;

d. if the discontinuance, abandonment, or sale occurs within year four (4) after the beginning effective date in section B, then the Grantee and the Operator shall repay seventy percent (70%) of the above-described funds expended under this Grant Contract;

e. if the discontinuance, abandonment, or sale occurs within year five (5) after the beginning effective date in section B, then the Grantee and the Operator shall repay sixty percent (60%) of the above-described funds expended under this Grant Contract;

f. if the discontinuance, abandonment, or sale occurs within year six (6) after the beginning effective date in section B, then the Grantee and the Operator shall repay fifty percent (50%) of the above-described funds expended under this Grant Contract;

g. if the discontinuance, abandonment, or sale occurs within year seven (7) after the beginning effective date in section B, then the Grantee and the Operator shall repay forty percent (40%) of the above-described funds expended under this Grant Contract;

h. if the discontinuance, abandonment, or sale occurs within year eight (8) after the beginning effective date in section B, then the Grantee and the Operator shall repay thirty percent (30%) of the above-described funds expended under this Grant Contract;

i. if the discontinuance, abandonment, or sale occurs within year nine (9) after the beginning effective date in section B, then the Grantee and the Operator shall repay twenty percent (20%) of the above-described funds expended under this Grant Contract;

j. if the discontinuance, abandonment, or sale occurs within year ten (10) after the beginning effective date in section B, then the Grantee and the Operator shall repay ten percent (10%) of the above-described funds expended under this Grant Contract;

k. if the discontinuance, abandonment, or sale occurs after ten (10) years from the beginning effective date in section B, then the Grantee and the Operator shall not be required to repay any Grant funds expended under this Grant Contract.

The State may lower the aforesaid calculation if the State determines that the Grantee and the Operator have taken action to ensure the public interest and investment is protected. Such action to ensure the public interest and investment is protected may include, but not be limited to, the Grantee and the Operator promptly reestablishing railroad service, selling the railroad but reinvesting the sale proceeds for rehabilitation or improvement of other railroad services funded by State grants, or selling the railroad but ensuring that railroad service is continued and the obligations to the State are transferred to the new railroad owner(s). Any determination to lower the aforesaid calculation is within the sole and absolute discretion of the State.

E.6. Operator's Annual Report. Not later than March 15 of each year, for five (5) years subsequent to the completion of the project, the Grantee shall provide to the State an annual report to be submitted by the Operator to the Grantee covering the preceding calendar year or portion thereof, in accordance with accounting forms and procedures approved by the State. Reports will include, at a minimum, a verifiable accounting of gross revenues, expenditures for maintenance-of-way, and traffic information, all in sufficient detail to show the rail users, number of carloads, and commodities transported.

E.7. State Approval of Construction Contract. If the Grantee elects to let a construction contract to complete the Project, the Grantee shall comply with applicable laws in contracting for work and shall provide the State with a written summary of bids received and a copy of any proposed construction contract. The Grantee shall not enter into any construction contract for the Project without prior written approval from the State. The Grantee shall submit the proposed unit prices for each item of work included in the construction contract. The State shall have final authority for approval of unit prices. No changes to the Project or the construction contract may be made without the prior written approval from the State.

E.8. Notwithstanding any provision herein to the contrary, Grantee shall comply with all applicable laws governing procurement, including T.C.A. § 7-56-211:

a. All contracts of the Grantee shall be entered into and executed in such manner as may be prescribed by statues, regulations and procedures governing contracting by county governments; but no contract or acquisition by purchase of equipment, apparatus, materials or supplies involving more than Five Hundred Dollars ($500), or for construction, installation, repair or improvement of the property or facilities involving more than Five Hundred Dollars ($500), shall be made except after such contract has been advertised for bids; provided, that advertisement shall not be required when an emergency arises and requires immediate delivery of the supplies or performances of the service.

b. Notwithstanding any provision of the law to the contrary, all contracts of the Authority to perform maintenance or improvements on railroads which are funded in whole or in part with funds administered by the State shall be awarded pursuant to competitive bidding requirements as approved by the State. Advertisements shall be posted in all places required by law.

c. In the alternative to subsection (b), the Grantee may negotiate the labor portion of rehabilitation contracts with the Operator that provides rail service on the facilities to be improved by the Grantee. Such negotiated labor costs shall require prior written approval from the State, shall reflect the average unit costs to perform typical functions associated with rail rehabilitation work, and shall be subject to audit by the Comptroller of the Treasury. It is the intent of the General Assembly that labor and associated costs shall be reimbursable. All other costs of rehabilitation contracts, including, but not limited to, materials and equipment, shall be subject to competitive bidding requirements as approved by the Department to ensure that the contracts are performed on a break-even basis and that the State does not reimburse the profits to the Operator.

E.9. Plans and Specifications. In the performance of the Project, the Grantee and Operator shall ensure that all work is performed in compliance with American Railway Engineering and Maintenance-of-Way Association (AREMA) standards and the current Tennessee.

Department of Transportation Standard Specifications for Road and Bridge Construction, as applicable (located at https://www.tn.gov/tdot/tdot-construction-division/transportation-construction-division-resources.html). The Grantee and/or Operator shall submit to the Department for approval all plans and specifications prior to advertising the work for bids, or in the case of work to be performed by the Operator in accordance with Subsection E.8.c., the Grantee and/or Operator shall submit to the Department for approval all plans and specifications prior to performance of the work.

E.10. Traffic Control. If the Project involves the use of any highway or street right-of-way, the Grantee and/or Operator or contractor(s) shall comply with and provide traffic control in accordance with the requirements of the current Manual on Uniform Traffic Control Devices and the rules of the State promulgated thereunder. If proper compliance and traffic control is not in place, the Department may order the Grantee and/or Operator or contractor(s) to stop work until proper compliance and traffic control is put in place.

E.11. Environmental Requirements. In the performance of this Grant Contract, the Grantee is responsible for ensuring compliance with all applicable environmental regulations and procedures, including but not be limited to complying with the State's Tennessee Environmental Procedures Manual and Tennessee Environmental Streamlining Agreement, obtaining permits detailed in the Statewide Storm Water Management Plan, performing erosion control plans, performing an Erosion Control Conference when needed, and obtaining applicable permits. The Grantee shall be solely responsible for ensuring compliance with all applicable environmental regulations and for any liability arising from noncompliance with the aforesaid regulations, and the Grantee shall reimburse the Department for any loss incurred for noncompliance to the extent permitted by Tennessee law.

E.12. Maintenance. Nothing in this Grant Contract shall change the maintenance responsibilities of the parties, particularly the requirements provided in Tenn. Code Ann.§ 65-11-101(a). The Operator and Grantee understand and agree that railroad maintenance responsibilities must be addressed independently from this Grant Contract and should not be delayed in anticipation of funds from the State and may need to be paid for by the Operator and/or Grantee independently due to safety considerations.

E.13. Survival. The obligations of the Grantee, Knox County Railroad Authority and the Operator, Knoxville & Holston River Railroad Co., set forth in this Section E. Special Terms and Conditions, and any other obligation of the Grantee, Knox County Railroad Authority and the Operator, Knoxville & Holston River Railroad Co., in this Grant Contract which, by its express terms or nature and context is intended to survive termination or expiration of this Grant Contract, will survive any such termination or expiration.

E.14. Termination Due to Inactivity. If the Grantee has not submitted an initial invoice to the State within one (1) year of the Effective Date, then the State may terminate this Grant Contract upon written notice to the Grantee in accordance with Section D.4. Further, if at any time after submission of the initial invoice, the Grantee fails to submit any subsequent invoice for a period of ninety (90) days or more, then the State may terminate this Grant Contract upon written notice to the Grantee in accordance with Section D.4.

IN WITNESS WHEREOF,

KNOX COUNTY RAILROAD AUTHORITY:

Betsy Henderson, Chairman — **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

KNOXVILLE & HOLSTON RIVER RAILROAD CO., INC.:

, COO — 7/13/2026

JASON FRANCE, COO — **DATE**

Jason France, Chief Operating Officer

PRINTED NAME AND TITLE OF OPERATOR SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

WILL REID, COMMISSIONER — **DATE**

LESLIE SOUTH, GENERAL COUNSEL — **DATE**
APPROVED AS TO FORM AND LEGALITY

Contract No.: 26-710

APPROVED AS TO LEGAL FORM
9-23-26
Knox County Law Director's Date

ATTACHMENT TWO

GRANT BUDGET				
Cheatham County Railroad Authority				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following **Applicable Period:** **BEGIN: 02/01/2026** **END: 06/30/2027**				
	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award [2]	$19,855.17	$1,045.01	$20,900.18
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	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	**$19,855.17**	**$1.045.01**	**$20,900.18**

[1] Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[2] Applicable detail follows this page if line-item is funded.

ATTACHMENT TWO

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Engineering (PE) Federal	$10,450.09
Engineering (NEPA) - TDOT	$9,405.08
Admin – Federal - Local	$1,045.01
TOTAL	$20,900.18

RLA-18922 **23.**

AGENDA COMMITTEE

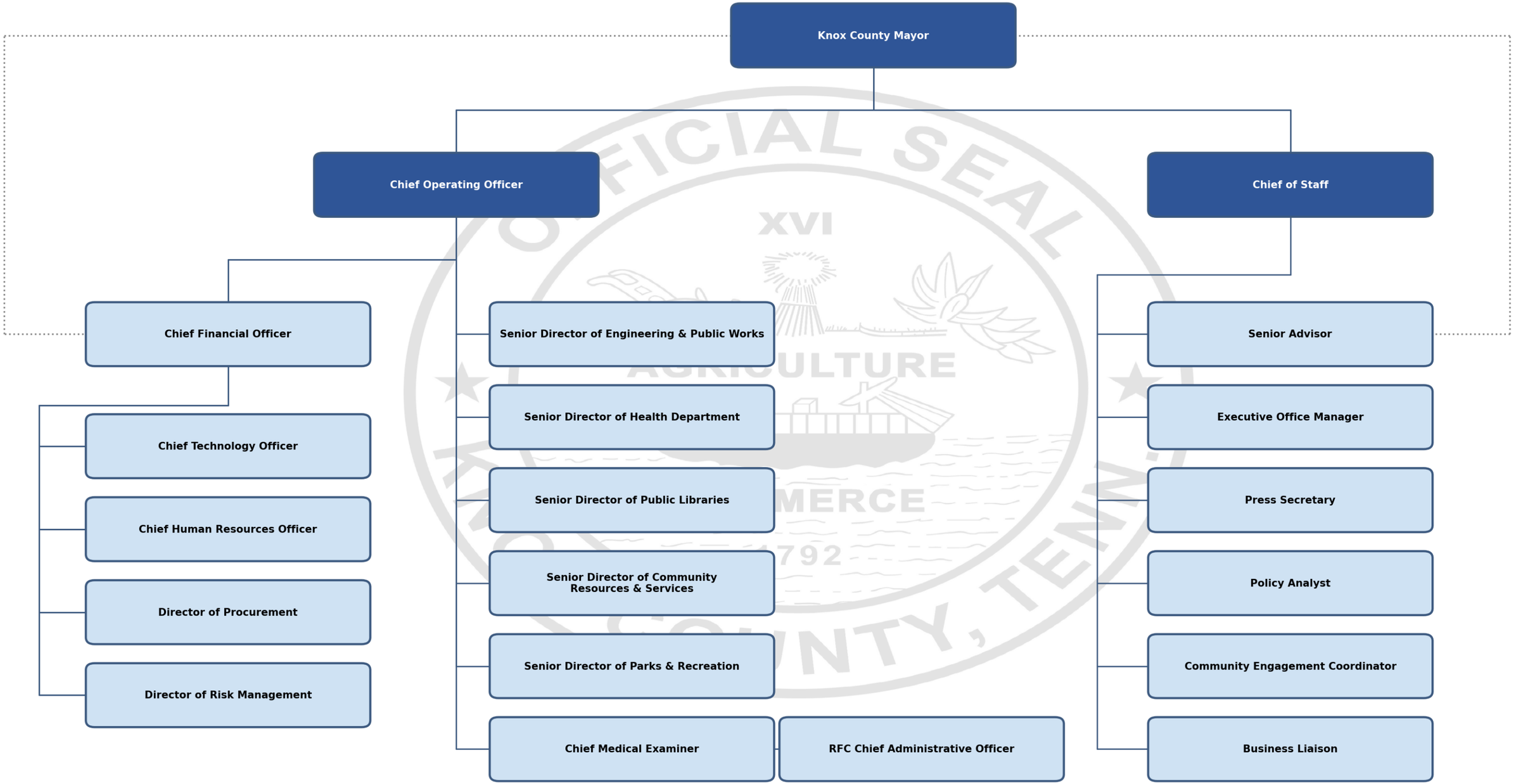
Meeting Date:	10/01/2026
Requested By:	Jill Rosberg, LAW DEPARTMENT
Department:	COUNTY MAYOR
Requires Expenditure of Funds:	NO
Funded in Current Budget:	YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the Organizational Chart of the Executive Branch of Knox County Government.
(County Mayor)

Attachments

Organizational Chart


Knox County Mayor
Chief Operating Officer
Chief of Staff
Chief Financial Officer
Chief Technology Officer
Chief Human Resources Officer
Director of Procurement
Director of Risk Management
Senior Director of Engineering & Public Works
Senior Director of Health Department
Senior Director of Public Libraries
Senior Director of Community Resources & Services
Senior Director of Parks & Recreation
Chief Medical Examiner
RFC Chief Administrative Officer
Senior Advisor
Executive Office Manager
Press Secretary
Policy Analyst
Community Engagement Coordinator
Business Liaison

RLA-18925 **24.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
Requested By:	Drucilla Stills, COUNTY COMMISSION
Department:	COUNTY COMMISSION
Requires Expenditure of Funds:	Funded in Current Budget:
Appropriation Required:	

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, recognizing and reaffirming the exclusive authority of the Knox County Procurement Department for all purchases made for Knox County and all offices, appointed or elected, under the authority of the Knox County Charter. *(Commissioner Thompson)*

Attachments

No file(s) attached.

RLA-18881 **25.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
Requested By:	Christen Kardatzke, INFORMATION TECHNOLOGY
Department:	INFORMATION TECHNOLOGY
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 contract with OpenGov, INC. for renewal of the OpenGov Enterprise Asset Management software maintenance in the amount of $377,965.62 for year one, $396,863.89 year two, and $416,707.09 year three. *(Information Technology)*

Attachments

OpenGov - Cartagraph renewal

OpenGov

OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number:	Q-17811	**Prepared By:**	Megan Morrison
Created On:	06/11/2026	**Email:**	mmorrison@opengov.com
Order Form Expiration:	11/01/2026	**Contract Term:**	36 Months
Subscription Start Date:	11/01/2026		
Subscription End Date:	10/31/2029		

Customer Information:

Customer:	County of Knox, TN	**Contact Name:**	Antoine Fortuin
Bill To/Ship To:	400 West Main St, L108 Knoxville, Tennessee 37902 United States	**Email:** **Phone:**	antoine.fortuin@knoxcounty.org (865) 205-5752

Order Details:

Billing Frequency:	Prepaid
Payment Terms:	Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Asset Builder	11/01/2026	10/31/2027	$5,442.95
Asset Management	11/01/2026	10/31/2027	$294,201.87
Cartegraph Engage	11/01/2026	10/31/2027	$29,241.06
Facilities Domain	11/01/2026	10/31/2027	$0.00
Flood Protection Domain	11/01/2026	10/31/2027	$0.00
Integration Toolkit	11/01/2026	10/31/2027	$8,164.43
Parks & Recreation Domain	11/01/2026	10/31/2027	$0.00

Sanitary Sewer Domain	11/01/2026	10/31/2027	$0.00
Scenario Builder	11/01/2026	10/31/2027	$10,885.91
SeeClickFix (Full)	11/01/2026	10/31/2027	$30,029.40
Signal Domain	11/01/2026	10/31/2027	$0.00
Stormwater Domain	11/01/2026	10/31/2027	$0.00
Transportation Domain	11/01/2026	10/31/2027	$0.00
Walkability Domain	11/01/2026	10/31/2027	$0.00
Water Distribution Domain	11/01/2026	10/31/2027	$0.00
Asset Builder	11/01/2027	10/31/2028	$5,715.10
Asset Management	11/01/2027	10/31/2028	$308,911.96
Cartegraph Engage	11/01/2027	10/31/2028	$30,703.11
Facilities Domain	11/01/2027	10/31/2028	$0.00
Flood Protection Domain	11/01/2027	10/31/2028	$0.00
Integration Toolkit	11/01/2027	10/31/2028	$8,572.65
Parks & Recreation Domain	11/01/2027	10/31/2028	$0.00
Sanitary Sewer Domain	11/01/2027	10/31/2028	$0.00
Scenario Builder	11/01/2027	10/31/2028	$11,430.20
SeeClickFix (Full)	11/01/2027	10/31/2028	$31,530.87
Signal Domain	11/01/2027	10/31/2028	$0.00

Stormwater Domain	11/01/2027	10/31/2028	$0.00
Transportation Domain	11/01/2027	10/31/2028	$0.00
Walkability Domain	11/01/2027	10/31/2028	$0.00
Water Distribution Domain	11/01/2027	10/31/2028	$0.00
Asset Builder	11/01/2028	10/31/2029	$6,000.86
Asset Management	11/01/2028	10/31/2029	$324,357.56
Cartegraph Engage	11/01/2028	10/31/2029	$32,238.26
Facilities Domain	11/01/2028	10/31/2029	$0.00
Flood Protection Domain	11/01/2028	10/31/2029	$0.00
Integration Toolkit	11/01/2028	10/31/2029	$9,001.29
Parks & Recreation Domain	11/01/2028	10/31/2029	$0.00
Sanitary Sewer Domain	11/01/2028	10/31/2029	$0.00
Scenario Builder	11/01/2028	10/31/2029	$12,001.71
SeeClickFix (Full)	11/01/2028	10/31/2029	$33,107.41
Signal Domain	11/01/2028	10/31/2029	$0.00
Stormwater Domain	11/01/2028	10/31/2029	$0.00
Transportation Domain	11/01/2028	10/31/2029	$0.00
Walkability Domain	11/01/2028	10/31/2029	$0.00
Water Distribution Domain	11/01/2028	10/31/2029	$0.00

Customer Billing/Service Periods:

Period:	Total:
11/01/2026	$377,965.62
11/01/2027	$396,863.89
11/01/2028	$416,707.09

Order Form Legal Terms:

This Order Form incorporates and is made part of the Knox County Government Contract 23-689 between Customer and OpenGov dated December 21, 2023 ("MSA").

If Professional Services are purchased, the Statement of Work is incorporated by reference. is Fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Order Form, Customer acknowledges and agrees to these Legal Terms.

County of Knox, TN:

Signature:

_____

Name:

_____

Title:

_____

Date:

_____

OpenGov, Inc.

Signature:

_____

Name:

_____

Title:

_____

Date:

_____

RLA-18722 **26.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
Requested By:	Drucilla Stills, COUNTY COMMISSION
Department:	COUNTY COMMISSION
Requires Expenditure of Funds:	Funded in Current Budget:
Appropriation Required:	

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, honoring Commissioner Gina Oster for her service on the Knox County Commission. **(DEFERRED FROM SEPTEMBER AT REQUEST OF SPONSOR)**

(Full Commission)

Attachments

Resolution

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, HONORING COMMISSIONER GINA OSTER FOR HER SERVICE ON THE KNOX COUNTY COMMISSION.

RESOLUTION: **R-26-9-101**

REQUESTED BY: **FULL COMMISSION**

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, Gina Oster was elected to the Knox County Commission in 2022 to represent District 3, providing distinguished and dedicated service to the citizens of the Cedar Bluff, Amherst, Bearden, and Ball Camp communities throughout her four-year term; and

WHEREAS, Commissioner Oster was an acknowledged leader on the Commission, having been elected by her colleagues to key leadership positions within the legislative body for three of the four years she served on the Commission; and

WHEREAS, she capably served as Vice Chair of the Commission from 2023 to 2024, working collaboratively to guide discussions, maintain legislative order, and advance critical county policies; and

WHEREAS, demonstrating exceptional governance and a natural aptitude for executive leadership, Commissioner Oster was subsequently elected by her colleagues to lead the legislative body as Madam Chair of the Commission for two consecutive one-year terms from 2024 to 2026; and

WHEREAS, as Chair, Madam Chair Oster skillfully guided the Commission through complex local government matters, always prioritizing accessibility, community-focused leadership, and the critical daily needs of her constituents, including hosting over 12 town hall meetings to ensure direct engagement with the community; and

WHEREAS, Commissioner Gina Oster ably served on several boards and committees while on the Commission, including the Telecom Committee, Joint Education Committee, Finance Committee, Insolvency Board, Golf Board, Legislative Affairs Committee, Personnel Committee, Rules Committee, and Beer Board; and

WHEREAS, during Commissioner Oster's tenure on the Commission, she championed several projects for the benefit of the 3rd District and the County, including, to name a few, the upcoming Dutchtown and Cedar Bluff Flood Storage Improvements, the upcoming Joe Hinton and Bakertown Intersection Improvements, and additional safety measures on Schaffer Road; and

WHEREAS, Commissioner Gina Oster's leadership was profoundly demonstrated during times of crisis, notably securing over $400,000 in clean-up aid following the devastating 2022 tornado and coordinating emergency generator loans to protect vulnerable residents during extended power outages; and

WHEREAS, through her diligent leadership, Commissioner Oster successfully secured over $6 million in funding for critical infrastructure updates across District 3, including extensive road and water mitigation improvements, sign replacements, traffic light installations at prominent intersections, and the repair of numerous potholes to ensure driver safety; and

WHEREAS, Commissioner Oster was also highly instrumental in bringing Andy's Frozen Custard to the Cedar Bluff community, successfully ensuring that Knox County directly retains all corresponding local tax dollars generated by this commercial growth; and

WHEREAS, beyond her legislative duties, Gina Oster has continuously modeled a servant's heart through hands-on community service, notably giving her time to support Knox County's seniors as a regular volunteer with Mobile Meals; and

WHEREAS, Commissioner Gina Oster has served the citizens of Knox County with distinction, integrity, accessibility, and unwavering dedication during her tenure on the Knox County Commission; and

WHEREAS, the Commission wishes to join the people of Knox County in thanking Gina Oster for her service on the Knox County Commission and lasting impact on Knox County.

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

The Commission of Knox County hereby honors and extends its sincerest gratitude to Gina Oster for her exemplary public service, her impactful leadership as Madam Chair, and her enduring contributions to the 3rd District and all citizens of Knox County.

BE IT FURTHER RESOLVED, that a copy of this Resolution be presented to Gina Oster.

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

RLA-18926 **27.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
Requested By:	Drucilla Stills, COUNTY COMMISSION
Department:	COUNTY COMMISSION
Requires Expenditure of Funds:	Funded in Current Budget:
Appropriation Required:	

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, honoring the life and legacy of Sheriff Tom Spangler.
(Commissioner Hill)

Attachments

No file(s) attached.

RLA-18686 **28.**

AGENDA COMMITTEE

Meeting Date: 10/01/2026

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 SEPTEMBER AT REQUEST OF SPONSOR)** *(Previously Deferred from July to August and August to September at Request of Sponsor)*
(Commissioner Thompson)

Attachments

No file(s) attached.

RLA-18928 **29.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
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-18930 **30.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
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-18913 **31.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
Requested By:	Angie Nichols, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Spread of Record the Grant Application to TDOT Transportation Alternatives Program (TAP) Grant.
(Engineering and Public Works)

Attachments

TAP Application Submitted 9.14.26

2026 TDOT Statewide Partnership Program Submittal

Program Introduction

Since 2023, with the passage of the Transportation Modernization Act, the Tennessee Department of Transportation (TDOT) has been delivering transportation projects based on a fiscally constrained 10-Year Project Plan that is updated annually. This process represents an evolution in TDOT's philosophy for how we fund and deliver transportation projects. We have taken a critical eye to our projects statewide with the mindset of "what gets started, gets finished" to better serve Tennessee with greater accountability, efficiency, and communication.

As part of TDOT's 10-Year Project Planning process, the Statewide Partnership Program (SPP) is a critical avenue for local stakeholders to provide input on their priorities to better inform the annual reassessment of TDOT's 10-Year Project Plan. The program supports local authorities in maximizing funding dollars for critical local mobility and economic development needs.

TDOT is committed to working with Tennessee's local jurisdictions, municipalities, and counties, through their respective MPOs and RPOs, to identify priorities and accelerate projects with identified local funding and support, whenever possible. Accordingly, all SPP submissions gathered through this process will be evaluated for inclusion in TDOT's updated 10-Year Project Plan, which will be released in Spring 2027.

The SPP is a competitive, limited-window opportunity aimed at locally prioritized traditional Highway and Bridge Projects, offering communities a chance to leverage local funds with state investment to advance key initiatives. All project proposals will be evaluated based on performance, readiness for delivery, and cost. TDOT intends to continue prioritizing projects that are MPO and RPO priorities and that leverage local financial investment to improve deliverability and project costs.

New This Year

TDOT is also using this open call to solicit Sidewalk and Bikeway Projects that have traditionally sought funding from the department through our traditional Multimodal Access Grant (MMAG) Program or Transportation Alternatives Program (TAP). For these projects, we have attempted to reduce the burden of submitting large grant applications and shifted the focus to the project need and local commitment. You will notice on the application that you can choose either the SPP or MMAG/TAP option.

This online application is the primary tool for collecting standardized information on locally supported project needs. While submissions gathered are not guaranteed to receive funding, all information provided is essential in better understanding transportation needs, local priorities and commitments, and the ability to program critical transportation investments.

Contact Information

Project Contact Name

Text box (Individual submitted application)

Angie Nichols

Project Contact Title

Text box (Title of individual submitted application)

Capital Planning Manager

Project Sponsor

Text box (Name of governmental agency of submitter)

Knox County Engineering and Public Works

Project Contact Phone Number

Text box (enter phone number with area code)

865-215-5869

Project Contact Email

Text box (enter email address)

Angie.nichols@knoxcounty.org

Is your project located in a:

Select either MPO or RPO and corresponding Planning area

Knoxville Regional Transportation Planning Organization (TPO)

This request is to: *(Select one)*

Initiate a new project (not in the current 10-Year Plan)

Accelerate a current project (in the current 10-Year Plan)

Resubmit a previously identified project (not in the current 10-Year Plan)

Request a sidewalk or bikeway project funded through TDOT's MMAG/TAP funds

Project PIN Number

Numeric (Enter 000000.00 if one does not exist)

000000.00

Project Termini

Text box (information about the project)

S Peters. Road from Ebenezer Rd to Kingston Pike

Project Length (Miles)

Numeric

1.8 Miles

Select your region, then choose counties from the region you selected.

Select TDOT Region and corresponding county

Region 1: Knoxville Office; Region 2: Chattanooga Office; Region 3: Nashville Office; Region 4: Jackson Office

Local Road Name

Text box

S. Peters Road

State Route Name

Text box

US Route Name

Text box

Project Information

Project Scope of Work

(i.e. two-lane configuration to four lane configuration, cross-section description through the stretch of roadway or construct a 5' sidewalk with buffer on the south side of....)

The proposed project will reconstruct approximately 1.8 miles of existing non-ADA-compliant sidewalk along the east and west sides of South Peters Road between Kingston Pike and Ebenezer Road. Existing sidewalk will be replaced with new 5-foot-wide ADA-compliant sidewalk and associated accessibility improvements. The project will include reconstruction of approximately 48 driveway crossings and accessibility upgrades at seven pedestrian crossings within the project limits. Improvements at the South Peters Road and Ebenezer Road intersection will include construction of a raised concrete channelizing island to accommodate the proposed pedestrian crossing.

The project will also include modifications necessary to integrate the proposed sidewalk improvements with the existing stormwater drainage system, including approximately 5,143 linear feet of stormwater pipe and 38 drainage inlets. Associated work necessary to construct the proposed pedestrian facilities and provide a continuous ADA-compliant route throughout the project limits will be completed as part of the project.

Text box (description of the project scope of work)

Entity Managing Project (Local or State)

Select **Local** *or State*

Purpose and Need of the Project

Text box (describe the purpose and need for the project)

Knox County's 2019 ADA Transition Plan identified numerous barriers to pedestrian accessibility within the South Peters Road project limits. The proposed project would address approximately 3% of the 1400 documented signalized and unsignalized intersection accessibility needs identified in the Transition Plan. This concentration demonstrates the opportunity to address a substantial portion of the County's identified sidewalk accessibility needs through a single, coordinated corridor improvement. Relevant findings from the Transition Plan are included with this application as supporting documentation.

Existing sidewalks along both sides of South Peters Road contain accessibility barriers that interrupt the pedestrian route, including noncompliant conditions at approximately 48 driveway crossings. Additional accessibility and safety concerns are present at seven pedestrian crossings within the project limits. Of particular concern is the heavily traveled intersection of South Peters Road and Ebenezer Road, where existing conditions do not

provide adequate pedestrian refuge. Proposed improvements at this location include a raised concrete channelizing island to improve pedestrian accommodation and crossing conditions.

Crash history further demonstrates the transportation safety need along this corridor. During the most recent seven-year period, 127 crashes were reported within the project limits. While only one reported crash involved a bicyclist, the overall number of crashes underscores the importance of providing safe, dedicated pedestrian facilities that minimize pedestrian exposure to vehicular traffic. The locations and types of reported crashes are illustrated in the accompanying Crash History Exhibit.

South Peters Road serves as an important pedestrian connection between surrounding residential communities and community destinations, including Heritage Assisted Living and Dunn Park, while also connecting to an existing sidewalk route serving West Valley Middle School. Addressing the documented needs as a coordinated corridor-wide project is particularly important to accessibility, as isolated improvements implemented incrementally over time could leave gaps in the accessible route and limit the functionality of individual upgrades. TAP funding would allow Knox County to establish a more continuous, ADA-compliant pedestrian route throughout the project limits while improving safety, mobility, and connectivity to the destinations served by South Peters Road.

Please upload any project proposals or information.

Drop files here. Allows PDFs

Project Exhibit

Cost Estimate (Barge)

Cost Estimate Verification (TDOT)

Crash Report

Link to Transition Plan

PDFs of highlighted corridor needs of the Transition Plan

ROW Plans

Crash Report Diagram

Program Type

*Select either SPP or **TAP**/MMAG*

Please enter the project location

Online map allows for the identification of project location

Preliminary Engineering

Verified PE Cost ($) *(Number box)*

Requested PE Amount ($) *(Number box)*

Local PE Commitment ($) *(Number box)*

Right of Way

Verified ROW Cost ($) *(Number box)*

Requested ROW Amount ($) *(Number box)*

Local ROW Commitment ($) *(Number box)*

Construction

Verified CONST Cost ($) 2,520,000

Requested CONST Amount ($) 2,606,457.45

Local Construction Commitment ($) 504,000

Project Total

Total Verified Cost ($) 2,520,000

Name of Person Who Verified Ethan Messimore, PE TDOT Team Lead – LP Engineering

Date Verified 9/9/2026

TDOT highly encourages you to initiate a cost estimate for this project; please contact Brian Hurst at Brian.Hurst@tn.gov to initiate this request

Total Amount Requested ($) 2,016,000

Local Total Commitment ($) 504,000

Financial Information

I hereby acknowledge that a signed resolution by our elected body will be required to support the local commitment identified above. A copy of that resolution must be provided to TDOT by December 31, 2026, in order to be considered for funding in the department's updated 10-Year Plan or to receive MMAG/TAP funding. Signed resolutions can be provided with your submittal or after the online submission deadline, as

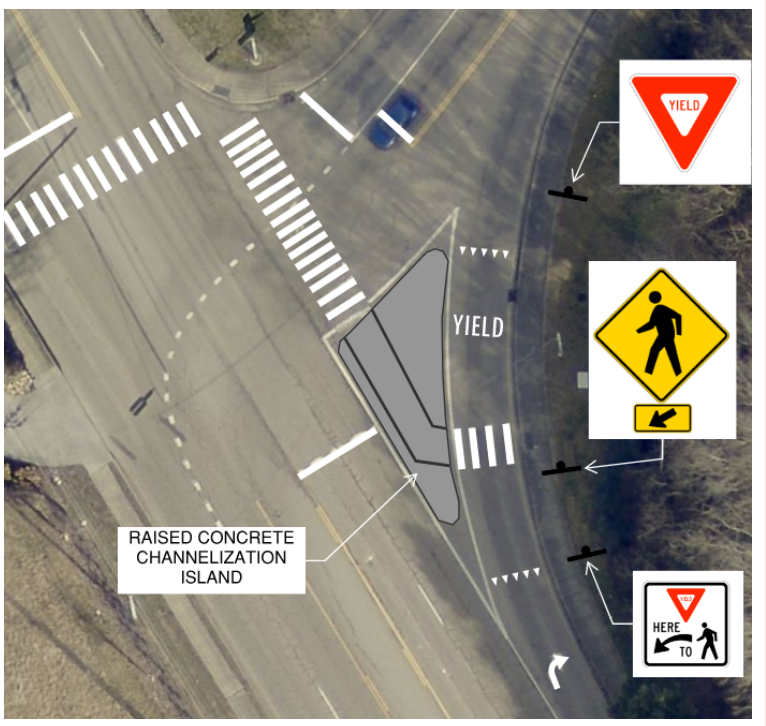
TDOT will be reaching out to submitters between the close of the open call and December 31, 2026.*****

Acknowledgement

Submit

ADA sidewalk improvements on east and west sides of S Peters Rd. Improvements include correcting non-compliant sidewalk and 48 driveway aprons

Ebenezer Rd at S Peters Rd improvements



Existing sidewalk connection to West Valley Middle School

Includes ADA improvements at 7 pedestrian crossings

Heritage Assisted Living

Dunn Park

West Valley Middle School

Kingston Pike
N Peters Rd
Ebenezer Rd
Medford Rd
Brandon Rd
Coburn Dr
Clearfield Rd
Carlton Ct
Engert Rd
Tyrone Dr
S Cedar Bluff Rd
George Williams Rd
Sedgley Dr
Sanwood Rd
Kingsridge Dr
Sandhurst Dr
Calderwood Rd
Grospoint Dr
Rushmore Dr
Dancing Bear Ln
Aragon Ln
Wessex Rd
Bristol Cir
Olde Colony Trl
Olde Pioneer Trl
TEN MILE CREEK

S Peters Road

ADA Improvements Exhibit

0 250 500 1000

Feet

KGIS makes no representation or warranty as to the accuracy of this 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 further covenants and agrees to hold KGIS harmless from any and all damage, loss, or liability arising from any use of this map product.

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Knox County
ADA Self-Evaluation and Transition Plan
Signalized Intersection Cost Projection Summary
5/7/2019

GPS ID	Project Name	Cost Projection	Priority
1	Intersection of E Gov John Sevier Hwy (SR 168) and Strawberry Plains Pk	$ -	Compliant
2	Intersection of Chapman Hwy (SR 71) and Hendrons Chapel Rd	$ -	Compliant
3	Intersection of Dry Gap Pk and Cunningham Rd / E. Beaver Creek Dr	$ 90,400	5
4	Intersection of Central Avenue Pk and E. Beaver Creek Dr	$ -	Compliant
5	Intersection of Lovell Rd (SR 131) and Schaeffer Rd	$ 45,400	5
6	Intersection of Middlebrook Pike and Chert Pit Rd (Lat. 35.9433; Long.-84.0851)	$ 91,200	2
7	Intersection of Maynardville Pike and Fountain Valley Dr	$ 65,300	5
8	Intersection of Hardin Valley Rd and Solway Rd / Pellissippi Pkwy SB Ramp	$ 68,600	2
9	Intersection of Hardin Valley Rd and Pellissippi Pkwy NB Ramp	$ 30,200	5
10	Intersection of Oak Ridge Hwy (SR 62) and Byington Beaver Ridge Rd	$ -	Compliant
11	Intersection of Hardin Valley Rd and Ball Camp-Byington Rd	$ 58,000	2
12	Intersection of Lovell Rd (SR 131) and Murdock Dr	$ 52,800	5
13	Intersection of Lovell Rd (SR 131) and Lexington Dr	$ 90,600	5
14	Intersection of Emory Rd (SR 131) and Central Avenue Pk / Heiskell Rd	$ 74,600	5
15	Intersection of Ebenezer Rd and Westland Dr (South Intersection)	$ 69,300	5
16	Intersection of Lovell Rd and Bob Gray / Yarnell Rd	$ 42,200	5
17	Intersection of Maynardville Hwy (SR 33) and Norris Fwy (SR 71)	$ -	Compliant
18	Intersection of Maynardville Hwy (SR 33) and E. Emory Rd	$ -	Compliant
19	Intersection of Maynardville Hwy (SR 33) and Doris Cir / Neal Dr	$ 82,500	5
20	Intersection of Hardin Valley Rd and Cherahala Blvd / Iron Gate Blvd	$ 74,300	5
21	Intersection of Maynardville Hwy (SR 33) and Afton Dr / Halls Plaza	$ -	Compliant
22	Intersection of W Emory Rd and Brickyard Rd	$ 84,700	2
23	Intersection of Ebenezer Rd and Westland Dr (North Intersection)	$ 69,900	2
24	Intersection of Peters Rd and George Williams Rd	$ 62,100	2
25	Intersection of Ebenezer Rd and Peters Rd	$ 84,900	5
26	Intersection of Dutchtown Rd / SB Pellissippi Pkwy and Cogdill Rd	$ -	Compliant
27	Intersection of Cedar Bluff Rd and Fox Lonas Rd	$ 25,500	9
28	Intersection of Asheville Hwy (SR 9) and Strawberry Plains Pk (South)	$ -	Compliant
29	Intersection of Maynardville Hwy (SR 33) and Crippen Rd	$ 45,200	5
30	Intersection of I-40 / 75 WB Watt Rd Exit Ramp and Watt Rd (North)	$ -	Compliant
31	Intersection of Andrew Johnson Hwy (SR 34) and Mascot Rd	$ -	Compliant
32	Intersection of Westland Dr and Gallaher View Rd	$ -	Compliant
33	Intersection of N Cedar Bluff Rd and Middlebrook Pike	$ 17,100	5
34	Intersection of I-40 / 75 EB Watt Rd Exit Ramp and Watt Rd (South)	$ -	Compliant
35	Intersection of Clinton Hwy and W Emory Rd	$ -	Compliant
36	Intersection of Central Avenue Pk and W Beaver Creek Dr / Verton Dr	$ -	Compliant
37	Intersection of E Emory Rd (SR 131) and Dry Gap Pk	$ 55,300	4
38	Intersection of Clinton Hwy and Powell Dr	$ 71,100	5
39	Intersection of Tennessee 71 and E Emory Rd	$ 89,700	2
40	Intersection of W Gov John Sevier Hwy (SR 168) and Marin Mill Pk	$ -	Compliant
41	Intersection of Pleasant Ridge Rd and Schaad Rd	$ 96,400	5
42	Intersection of Middlebrook Pk (SR 169) and Bob Kirby Rd / Hoyle Beals Dr	$ 85,600	5
43	Intersection of Middlebrook Pk (SR 169) / Hardin Valley Rd and Ball Camp Pk / Lovell Rd (SR 131)	$ 72,600	2
44	Intersection of Kingston Pk (SR 1) and Lovell Rd (SR 131) / Canton Hollow Rd	$ 79,900	2
45	Intersection of Asheville Hwy (SR 9) and Strawberry Plains Pk (North)	$ -	Compliant
46	Intersection of George Williams Rd and Millstone Ln	$ 21,400	2
47	Intersection of S Northshore Dr (SR 332) and Ebenezer Rd	$ 56,500	2
48	Intersection of Hardin Valley Rd and Steele Rd	$ 42,600	2
49	Intersection of Ball Camp Pk and Amherst Rd	$ -	Compliant

GPS ID	Project Name	Cost Projection	Priority
50	Intersection of Ebenezer Rd and Bluegrass Rd	$ 58,200	2
51	Intersection of Cedar Bluff Rd and Dutchtown Rd / Bagley Ln	$ 50,000	7
52	Intersection of Hardin Valley Rd and Westcott Blvd	$ -	Compliant
53	Intersection of N Cedar Bluff Rd and Bob Gray Rd / Old Cedar Bluff Rd	$ 76,000	2
54	Intersection of Clinton Hwy and Emory Rd (Lat.36.0189; Long.-84.0524)	$ -	Compliant
55	Intersection of Dutchtown Rd / NB Pellissippi Pkwy and Sherrill Blvd	$ 80,700	5
56	Intersection of Maynardville Hwy (SR 33) and Cunningham Rd	$ 80,400	5
57	Intersection of Oak Ridge Hwy (SR 62) and Beaver Ridge Rd / Harrell Rd	$ -	Compliant
58	Intersection of Oak Ridge Hwy (SR 62) and Ball Rd / Beaver Ridge Rd	$ -	Compliant
59	Intersection of Chapman Hwy (SR 71) and Mountain Grove Dr	$ -	Compliant
60	Intersection of Oak Ridge Hwy (SR 62) and Beaver Ridge Rd (Ingles)	$ 33,600	2
61	Intersection of Norris Fwy (SR 71) and Sam Walton Way	$ -	Compliant
62	Intersection of Dutchtown Rd and Innovation Dr	$ 14,300	4
63	Intersection of Lovell Rd (SR 131) and Outlet Dr	$ 53,000	5
64	Intersection of Dry Gap Pk and Dante Rd / Fountain City Rd	$ -	Compliant
65	Intersection of Lovell Rd (SR 131) and Snyder Rd / Alameda Dr	$ 72,000	5
66	Intersection of Parkside Dr and Hayfield Rd	$ -	Compliant
67	Intersection of Kingston Pk (SR 1) and Farlow Dr / Costco Driveway	$ 19,600	2
68	Intersection of Lovell Rd (SR 131) and Costco Driveway	$ 58,100	2
69	Intersection of Clinton Hwy (SR 9) and W Beaver Creek Dr / Food City Driveway	$ 45,600	5
70	Intersection of Powell Dr (SR 131) and W Emory Rd	$ 59,900	5
71	Intersection of Powell Dr (SR 131) and Brickyard Rd	$ 53,500	2
72	Intersection of E Emory Rd (SR 131) and Andersonville Pk	$ -	Compliant
73	Intersection of Millertown Pk and Mill Rd	$ -	Compliant
74	Intersection of Hardin Valley Rd and Greenland Way	$ 66,100	2
75	Intersection of E Gov John Sevier Hwy (SR 168) and Chapman Hwy Ramp	$ -	Compliant
76	Intersection of Ebenezer Rd and Gleason Dr	$ -	Compliant
77	Intersection of E Emory Rd (SR 131) and Kroger Driveway	$ 29,400	5
1042	Intersection of George Williams Road and Engert Rd	$ 14,100	2
1044	Intersection of George Williams Road and Bramblewood Ln	$ 40,700	2
1491	Intersection of N Cedar Bluff Rd and Cedar Bluff Middle School (Lat.35.9323; Long.-84.0951)	$ 31,400	2
90091	Intersection of Ebenezer Rd and midblock crossing (Lat.35.8882; Long.-84.0658)	$ 16,300	5
90096	Intersection of Ebenezer Rd and midblock crossing (Lat.35.8802; Long.-84.0647)	$ 39,500	2
	TOTAL	**$ 2,988,300**	

Knox County
ADA Self-Evaluation and Transition Plan
Unsignalized Intersection Cost Projection Summary
5/7/2019

GPS ID	Project Name	Cost Projection	Priority
1000	Intersection of Covered Bridge Blvd and Shady Meadows Ln	$ 24,600	5
1001	Intersection of Covered Bridge Blvd and Rustic Birdge Trail	$ 5,800	6
1002	Intersection of Covered Bridge Blvd and Conner Springs Ln	$ 11,900	5
1003	Intersection of Rustic Bridge Trail and median (Lat. 35.9213; Long. -84.222)	$ 13,400	5
1004	Intersection of Rustic Bridge Trail and median (Lat. 35.9216; Long. -84.2216)	$ 7,700	5
1005	Intersection of Rustic Bridge Trail and Clubhouse (Lat. 35.9215; Long. -84.2212)	$ 23,800	5
1006	Intersection of Rustic Bridge Trail and Bridge (Lat. 35.9222; Long. -84.2186)	$ 7,800	5
1007	Intersection of Rustic Bridge Trail and Greenway (Lat. 35.9221; Long. -84.2184)	$ 14,600	5
1008	Intersection of Conner Springs Ln and cul-de-sac accessible ramp (Lat. 35.9194; Long.-84.2172)	$ -	Compliant
1009	Intersection of Snyder Rd and Snyder Rd	$ 42,300	5
1010	Intersection of Snyder Rd and Buddy Greggs RVs (Lat. 35.9026; Long. -84.1691)	$ 1,400	13
1011	Intersection of Snyder Rd and Buddy Greggs RVs (Lat. 35.9019; Long. -84.1702)	$ 13,300	9
1012	Intersection of Snyder Rd and Herron Rd	$ 1,400	13
1013	Intersection of S Peters Rd and driveway (Lat.35.9114; Long.-84.0810)	$ 1,400	13
1014	Intersection of S Peters Rd and driveway (Lat.35.9108; Long.-84.0807)	$ 5,800	5
1015	Intersection of S Peters Rd and driveway (Lat.35.9107; Long.-84.0807)	$ 4,400	5
1016	Intersection of S Peters Rd and driveway (Lat.35.9103; Long.-84.0805)	$ 1,400	13
1017	Intersection of S Peters Rd and driveway (Lat.35.9101; Long.-84.0803)	$ 1,400	13
1018	Intersection of S Peters Rd and driveway (Lat.35.9100; Long.-84.0802)	$ 2,700	13
1019	Intersection of S Peters Rd and driveway (Lat.35.9097; Long.-84.0801)	$ 1,400	13
1020	Intersection of S Peters Rd and driveway (Lat.35.9095; Long.-84.0799)	$ 1,400	13
1021	Intersection of S Peters Rd and driveway (Lat.35.9094; Long.-84.0799)	$ 2,700	13
1022	Intersection of S Peters Rd and driveway (Lat.35.9092; Long.-84.0797)	$ 1,400	13
1023	Intersection of S Peters Rd and driveway (Lat.35.9091; Long.-84.0797)	$ 1,400	13
1024	Intersection of S Peters Rd and driveway (Lat.35.9090; Long.-84.0795)	$ 1,400	13
1025	Intersection of S Peters Rd and driveway (Lat.35.9087; Long.-84.0793)	$ 1,400	13
1026	Intersection of S Peters Rd and driveway (Lat.35.9085; Long.-84.0791)	$ 1,400	13
1027	Intersection of S Peters Rd and driveway (Lat.35.9083; Long.-84.0790)	$ 1,400	13
1028	Intersection of S Peters Rd and driveway (Lat.35.9079; Long.-84.0787)	$ 1,400	13
1029	Intersection of S Peters Rd and driveway (Lat.35.9077; Long.-84.0786)	$ 1,400	13
1030	Intersection of S Peters Rd and driveway (Lat.35.9074; Long.-84.0784)	$ 4,500	2
1031	Intersection of S Peters Rd and driveway (Lat.35.9073; Long.-84.0782)	$ 12,600	2
1032	Intersection of S Peters Rd and driveway (Lat.35.9070; Long.-84.0780)	$ 1,400	13
1033	Intersection of S Peters Rd and driveway (Lat.35.9067; Long.-84.0778)	$ 2,700	13
1034	Intersection of S Peters Rd and Sony Ln SW	$ 29,700	2
1035	Intersection of S Peters Rd and driveway (Lat.35.9059; Long.-84.0772)	$ 1,400	13
1037	Intersection of S Peters Rd and George Williams Rd	$ 52,200	2
1038	Intersection of S Peters Rd and driveway (Lat.35.9039; Long.-84.0758)	$ 2,800	2
1039	Intersection of George Williams Rd and driveway (Lat.35.9031; Long.-84.0769)	$ 12,800	2
1040	Intersection of George Williams Rd and driveway (Lat.35.9028; Long.-84.0775)	$ 12,800	5
1041	Intersection of George Williams Road and Braddocks Blvd	$ 41,900	5
1043	Intersection of George Williams Road and Bear Creek Ln	$ 46,000	2

GPS ID	Project Name	Cost Projection	Priority
1045	Intersection of George Williams Road and Shady Bend Ln	$ 10,600	5
1046	Intersection of George Williams Rd and Confederate Drive	$ 54,200	5
1047	Intersection of Confederate Drive and Havenbrooke Way	$ 30,300	5
1048	Intersection of Confederate Drive and driveway (Lat.35.9021; Long.-84.0889)	$ 6,300	5
1049	Intersection of West Valley Middle School and midblock crossing (Lat. 35.8979; Long. -84.0832)	$ 11,200	2
1051	Intersection of Brooke Valley Blvd and Frisco Dr	$ 8,200	5
1052	Intersection of Brooke Valley Blvd and midblock crossing (Lat.35.8937; Long.-84.1004)	$ 12,200	5
1053	Intersection of Brooke Valley Blvd and Stone Canyon Ln	$ 12,700	5
1054	Intersection of Brooke Valley Blvd and Valley Woods Ln	$ 27,400	5
1055	Intersection of Brooke Valley Blvd and midblock crossing (Lat.35.8928; Long.-84.0991)	$ 15,700	6
1056	Intersection of Mountain Pass Ln and Ariel Ln	$ 23,300	5
1057	Intersection of Mountain Pass Ln and Rum Hill Ln	$ 23,500	5
1058	Intersection of Mountain Pass Ln and cul-de-sac accessible ramp (Lat. 35.9049; Long.-84.0592)	$ 6,900	5
1059	Intersection of S Gallagher View Rd and Ivy Green Way	$ 24,700	6
1061	Intersection of S Peters Rd and Cedarbrook Ln	$ 49,400	2
1062	Intersection of S Peters Rd and driveway (Lat.35.9013; Long.-84.0739)	$ 1,400	13
1064	Intersection of S Peters Rd and driveway (Lat.35.8995; Long.-84.0727)	$ 11,000	5
1065	Intersection of Ebenezer Rd and Olde Colony Trail	$ 36,800	5
1066	Intersection of Ebenezer Rd and driveway (Lat.35.8975; Long.-84.0715)	$ 19,700	5
1067	Intersection of Ebenezer Rd and Linksvue Dr	$ 70,800	5
1068	Intersection of Ebenezer Rd and driveway (Lat.35.8920; Long.-84.0679)	$ 1,400	13
1070	Intersection of Olde Colony Trail and driveway (Lat.35.9001; Long.-84.0676)	$ 4,800	5
1071	Intersection of Olde Colony Trail and driveway (Lat.35.9009; Long.-84.0670)	$ 5,600	5
1072	Intersection of Olde Colony Trail and driveway (Lat.35.9012; Long.-84.0667)	$ 8,300	5
1074	Intersection of Olde Colony Trail and driveway (Lat.35.9013; Long.-84.0663)	$ 1,500	5
1075	Intersection of Olde Colony Trail and driveway (Lat.35.9009; Long.-84.0656)	$ 1,400	13
1076	Intersection of Olde Colony Trail and driveway (Lat.35.9004; Long.-84.0655)	$ 5,600	8
1077	Intersection of Olde Colony Trail and driveway (Lat.35.9003; Long.-84.0648)	$ 2,800	8
1078	Intersection of Olde Colony Trail and driveway (Lat.35.9009; Long.-84.0642)	$ 8,300	5
1079	Intersection of Olde Colony Trail and driveway (Lat.35.9012; Long.-84.0636)	$ 1,500	5
1081	Intersection of Westland Dr and Highgrove Garden Way	$ 33,900	5
1082	Intersection of Westland Dr and Wesley Pl	$ 34,000	5
1084	Intersection of Westland Dr and Willowood Rd	$ 40,800	5
1085	Intersection of Westland Dr and driveway (Lat.35.8894; Long.-84.0751)	$ 1,400	13
1087	Intersection of Westland Dr and Woodsboro Rd	$ 27,900	5
1088	Intersection of Westland Dr and Colie Ln	$ 43,100	5
1090	Intersection of Westland Dr and Westland Gardens Blvd	$ 12,400	7
1091	Intersection of Westland Dr and Gettysvue Way	$ 67,300	5
1094	Intersection of Westland Dr and driveway (Lat.35.8846; Long.-84.0828)	$ 1,400	13
1095	Intersection of Westland Dr and Apaloosa Way	$ 36,600	5
1096	Intersection of Westland Dr and driveway (Lat.35.8840; Long.-84.0837)	$ 36,900	2
1098	Intersection of Westland Dr and Glensprings Dr	$ 28,700	2
1099	Intersection of Westland Dr and driveway (Lat.35.8833; Long.-84.0850)	$ 43,900	2
1101	Intersection of Westland Dr and Anthem View Ln	$ 36,700	2
1104	Intersection of Westland Dr and Clover Hill Ln	$ 33,300	2
1109	Intersection of Westland Dr and Mourfield Rd	$ 38,400	2
1110	Intersection of Westland Dr and Treymour Way	$ 52,100	5
1111	Intersection of Westland Dr and driveway (Lat.35.8787; Long.-84.0921)	$ 2,900	5
1114	Intersection of Willowood Rd and Vale View Rd	$ 24,000	6
1115	Intersection of Willowood Rd and Sudberry Ln	$ 11,500	6
1116	Intersection of Vale View Rd and midblock crossing (Lat.35.8880; Long.-84.0736)	$ 12,500	6
1117	Intersection of Woodsboro Rd and Cloverleaf Ln	$ 25,600	5
1118	Intersection of Woodsboro Rd and Bateau Ln	$ 18,200	6

GPS ID	Project Name	Cost Projection	Priority
1119	Intersection of Woodsboro Rd and Gnarled Pine Ln	$ 13,200	6
1120	Intersection of Staffwood Rd and midblock crossing (Lat.35.8830; Long.-84.0734)	$ 12,200	5
1121	Intersection of Staffwood Rd and Scots Pine Ln	$ 42,100	5
1122	Intersection of Staffwood Rd and Mira Vista Lane	$ 41,900	5
1124	Intersection of Staffwood Rd and Mesa Verde Dr	$ 42,800	5
1126	Intersection of Staffwood Rd and Manor Crest Ln	$ 19,400	5
1128	Intersection of Staffwood Rd and Beechvale Dr	$ 27,000	5
1129	Intersection of Staffwood Rd and driveway (Lat.35.8767; Long.-84.0740)	$ 12,600	5
1133	Intersection of Anthem View Ln and Atlas Ln	$ 23,000	2
1134	Intersection of Emory Church Rd and Wetland Crossing Way	$ 6,600	3
1136	Intersection of Childrens Way and parking Lot (Lat. 35.8750; Long. -84.0974)	$ 12,500	2
1137	Intersection of Ebenezer Rd and Farrington Dr	$ 24,800	5
1139	Intersection of Ebenezer Rd and Colchester Ridge Rd	$ 23,700	5
1140	Intersection of Ebenezer Rd and Farrington Dr	$ 41,000	5
1141	Intersection of Ebenezer Rd and Nubbin Ridge Rd	$ 44,200	5
1142	Intersection of Ebenezer Rd and Shoreham Blvd	$ 71,600	5
1143	Intersection of Ebenezer Rd and Samuel Andrew Ln	$ 23,900	2
1144	Intersection of Ebenezer Rd and Utility Equipment (Lat.35.8837; Long.-84.0648)	$ 1,400	13
1145	Intersection of Ebenezer Rd and driveway (Lat.35.8834; Long.-84.0648)	$ 1,400	13
1146	Intersection of Ebenezer Rd and Highbridge Dr	$ 41,100	5
1148	Intersection of Ebenezer Rd and driveway (Lat.35.8823; Long.-84.0648)	$ 1,400	13
1149	Intersection of Ebenezer Rd and Highbridge Dr	$ 33,200	2
1150	Intersection of Ebenezer Rd and driveway (Lat.35.8812; Long.-84.0647)	$ 1,400	13
1151	Intersection of Ebenezer Rd and driveway (Lat.35.8809; Long.-84.0647)	$ 1,400	13
1152	Intersection of Ebenezer Rd and Bexhill Dr	$ 24,400	2
1153	Intersection of Ebenezer Rd and driveway (Lat.35.8800; Long.-84.0647)	$ 5,500	5
1154	Intersection of Ebenezer Rd and Gatwick Dr	$ 20,800	5
1155	Intersection of Ebenezer Rd and driveway (Lat.35.8791; Long.-84.0646)	$ 5,500	5
1156	Intersection of Ebenezer Rd and Bluegrass Elementary School (Lat. 35.8780; Long.-84.0646)	$ 12,600	2
1157	Intersection of Ebenezer Rd and Westin Pl	$ 20,700	2
1158	Intersection of Ebenezer Rd and driveway (Lat.35.8774; Long.-84.0645)	$ 7,100	2
1159	Intersection of Ebenezer Rd and driveway (Lat.35.8769; Long.-84.0645)	$ 7,200	2
1160	Intersection of Bluegrass Rd and driveway (Lat.35.8766; Long.-84.0664)	$ 10,200	2
1161	Intersection of Bluegrass Rd and driveway (Lat.35.8764; Long.-84.0675)	$ 5,000	2
1162	Intersection of Bluegrass Rd and Summerhill Dr	$ 30,300	2
1163	Intersection of Sweet Amber Rd and Sway Branch Ln	$ 8,700	5
1164	Intersection of Sway Branch Ln and cul-de-sac accessible ramp (Lat. 35.8745; Long.-84.0725)	$ 5,700	5
1165	Intersection of Sway Branch Ln and Singletree Ln	$ 20,800	5
1166	Intersection of Sway Branch Ln and Popejoy Rd	$ 12,300	5
1169	Intersection of Andover View Ln and driveway (Lat. 35.8722; Long. -84.1029)	$ 5,900	5
1170	Intersection of Bentley Park Ln and Westland Dr	$ 4,100	5
1171	Intersection of Lake Ridge Dr and Olive Rd	$ 4,500	6
1172	Intersection of Lake Ridge Dr and driveway (Lat. 35.865; Long. -84.1378)	$ 1,400	13
1173	Intersection of Lake Ridge Dr and driveway (Lat. 35.8649; Long. -84.1379)	$ 2,600	6
1174	Intersection of Crestline Dr and Harts Ridge Blvd	$ 3,500	6
1175	Intersection of Meadow Ridge Ln and Wood Valley Rd	$ 18,300	5
1176	Intersection of Meadow Ridge Ln and Willow View Ln	$ 41,600	5
1177	Intersection of Ebenezer Rd and driveway (Lat.35.8761; Long.-84.0645)	$ 1,400	13
1178	Intersection of Ebenezer Rd and driveway (Lat.35.8758; Long.-84.0646)	$ 1,400	13
1179	Intersection of Ebenezer Rd and driveway (Lat.35.8745; Long.-84.0650)	$ 1,400	13
1180	Intersection of Ebenezer Rd and Grenada Blvd	$ 38,000	5
1181	Intersection of Ebenezer Rd and Bishops Bridge Rd	$ 32,000	5
1188	Intersection of Ebenezer Rd and driveway (Lat.35.8658; Long.-84.0612)	$ 1,400	13

GPS ID	Project Name	Cost Projection	Priority
1190	Intersection of Ebenezer Rd and driveway (Lat.35.8651; Long.-84.0613)	$ 1,400	13
1191	Intersection of Ebenezer Rd and driveway (Lat.35.8650; Long.-84.0618)	$ 1,400	13
1192	Intersection of Northshore Hills Blvd and midblock crossing (Lat.35.8669; Long.-84.0579)	$ 8,800	6
1193	Intersection of Northshore Hills Blvd and Water Hill Dr	$ 6,100	6
1194	Intersection of Northshore Hills Blvd and Lakelet Ct	$ 23,000	6
1195	Intersection of Water Hill Dr and Tall Cedars Rd	$ 24,600	6
1196	Intersection of Whittington Creek Blvd and midblock crossing (Lat.35.8718; Long.-84.0508)	$ 13,400	5
1197	Intersection of Whittington Creek Blvd and Bellamy Oaks Dr	$ 49,200	5
1198	Intersection of Whittington Creek Blvd and Bellamy Oaks Dr	$ 46,600	5
1199	Intersection of Whittington Creek Blvd and Abbey Wood Ln	$ 43,500	5
1204	Intersection of Whittington Creek Blvd and Godwin Oaks Rd	$ 27,600	5
1205	Intersection of Godwin Oaks Rd and Hemingway Grove Cir	$ 5,800	6
1206	Intersection of Whittington Creek Blvd and Steeplechase Dr	$ 34,900	5
1207	Intersection of Whittington Creek Blvd and Isherwood Ln	$ 27,800	5
1208	Intersection of Whittington Creek Blvd and midblock crossing (Lat.35.8747; Long.-84.0465)	$ 17,600	5
1209	Intersection of Charlottesville Blvd and driveway (Lat. 35.8415; Long. -84.1641)	$ 17,800	5
1210	Intersection of Waterside Ln and cul-de-sac accessible ramp (Lat. 35.8384; Long.-84.1682)	$ 1,600	5
1211	Intersection of Bayou Bend Way and Mossy Point Way	$ 24,400	6
1214	Intersection of Amberset Dr and Tappie Torrie Ln	$ 23,900	5
1215	Intersection of Amberset Dr and Springside Ln	$ 37,000	5
1216	Intersection of Amberset Dr and Amberset Dr	$ 23,500	5
1217	Intersection of Amberset Dr and Costwold Ln	$ 30,200	5
1218	Intersection of Amberset Dr and Mont Cove Rd	$ 46,900	5
1219	Intersection of Amberset Dr and Bonnybridge Ln	$ 33,200	5
1220	Intersection of Amberset Dr and Herfordshire Ln	$ 33,300	5
1221	Intersection of Amberset Dr and Waterside Ln	$ 26,300	5
1222	Intersection of Mont Cove Rd and Marshall Grove Ln	$ 34,500	5
1223	Intersection of Herfordshire Ln and Barnstable Ln	$ 39,300	5
1224	Intersection of Bonnybridge Ln and Heron Perch Ln	$ 23,500	5
1225	Intersection of Springside Ln and Luke Woods Ln	$ 47,500	5
1226	Intersection of Stone Tower Dr and Weatherstone Dr (North)	$ -	Compliant
1228	Intersection of Stone Tower Dr and Weatherstone Dr (South)	$ 12,200	5
1229	Intersection of Mallard Bay Dr and Mallard Bay Dr	$ 47,600	5
1230	Intersection of Mallard Bay Dr and Bayview Dr	$ 39,300	5
1231	Intersection of Mallard Bay Dr and Cliffrock Ln	$ 23,700	5
1232	Intersection of Mallard Bay Dr and Gatewater Ln	$ 26,400	5
1233	Intersection of Mallard Bay Dr and Dockside Ln	$ 39,400	5
1234	Intersection of Mallard Bay Dr and Harvey Dr	$ 14,300	5
1235	Intersection of Mallard Bay Dr and Bayview Dr	$ 20,400	5
1236	Intersection of Woodcove Ln and Harvey Rd	$ 21,800	5
1238	Intersection of Woodcove Ln and Arborbrooke Dr	$ 4,000	5
1239	Intersection of Harrison Glen Ln and Sweet Gale Ln	$ 8,700	5
1240	Intersection of Harrison Glen Ln and Harvey Rd	$ 10,800	5
1241	Intersection of Amber Glades Ln and Harvey Rd	$ 5,500	5
1242	Intersection of Amber Glades Ln and Peach View Dr (South)	$ 14,000	5
1243	Intersection of Amber Glades Ln and Peach View Dr (North)	$ 43,800	5
1244	Intersection of Copperstone Ln and Copperstone at Choto (Lat. 35.8303; Long. -84.1819)	$ 10,800	5
1245	Intersection of Copperstone Ln and Edgebrook Way	$ 14,900	5
1246	Intersection of Copperstone Ln and Copperstone Clubhouse (Lat. 35.8318; Long. -84.1837)	$ 9,900	5
1247	Intersection of Copperstone Ln and Watergrove Dr	$ 12,000	5
1248	Intersection of Edgebrook Way and Edgebrook Way	$ 27,000	5

GPS ID	Project Name	Cost Projection	Priority
1249	Intersection of Watergrove Dr and Carmel Rd	$ 6,000	5
1250	Intersection of Clear Ridge Rd and Walnut Branch Ln	$ 25,300	5
1251	Intersection of Clear Ridge Rd and Clear Ridge Rd	$ 18,900	6
1252	Intersection of Walnut Branch Ln and Boyd Station Rd	$ 3,800	13
1254	Intersection of Lily Pond Ln and cul-de-sac (Lat. 35.8213; Long. -84.1761)	$ 15,600	5
1255	Intersection of Falcon Poine Dr and Blue Crane Ln	$ 15,600	5
1256	Intersection of Cabot Ridge Ln and Rockford Ln	$ 25,800	5
1257	Intersection of Cabot Ridge Ln and Ridgepath Ln	$ 30,300	5
1258	Intersection of Early Rd and driveway (Lat. 35.8170; Long. -84.1756)	$ 12,200	5
1259	Intersection of Early Rd and cul-de-sac accessible ramp (Lat. 35.816; Long.-84.174)	$ 1,500	5
1260	Intersection of Early Woods Ln and driveway (Lat. 35.8143; Long. -84.1713)	$ 5,400	5
1263	Intersection of Lewisbrooke Ln and Oakbrough Ln	$ 34,300	5
1265	Intersection of Lewisbrooke Ln and Stonebrach Way	$ 14,900	5
1266	Intersection of Heathgate Rd and Hawfinch Ln	$ 36,600	5
1267	Intersection of Heathgate Rd and midblock crossing (Lat.35.8916; Long.-84.0999)	$ 8,800	5
1268	Intersection of Heathgate Rd and Haversack Dr	$ 5,300	5
1269	Intersection of Hidden Glen Ln and midblock crossing (Lat.35.8898; Long.-84.1028)	$ 8,100	5
1270	Intersection of Hidden Glen Ln and Baldwin Station Ln	$ 31,700	5
1271	Intersection of Hidden Glen Ln and Colby Station Ln	$ 27,800	5
1272	Intersection of Hidden Glen Ln and cul-de-sac accessible ramp (Lat. 35.8867; Long.-84.1003)	$ 2,000	5
1273	Intersection of Colby Station Ln and cul-de-sac accessible ramp (Lat. 35.8859; Long.-84.102)	$ 4,200	5
1274	Intersection of Franklin Hill Blvd and midblock crossing (Lat.35.9011; Long.-84.1075)	$ 15,000	5
1276	Intersection of Franklin Hill Blvd and Franklin Blvd	$ 20,300	5
1277	Intersection of Lovell Rd and Terrapin Station Ln	$ 49,300	5
1278	Intersection of Lovell Rd and Water Services (Lat. 35.9167; Long. -84.1501)	$ 4,500	5
1280	Intersection of Lovell Rd and Mobile Home Park (Lat. 35.9157; Long. -84.1508)	$ 4,500	5
1281	Intersection of Lovell Rd and Willcox Bros Inc (Lat. 35.9148; Long. -84.1513)	$ 7,200	5
1282	Intersection of Lovell Rd and driveway (Lat. 35.9137; Long. -84.1516)	$ 7,200	5
1283	Intersection of Lovell Rd and Priority Business Brokers (Lat. 35.9135; Long. -84.1516)	$ 4,500	5
1284	Intersection of Lovell Rd and Gilbert Dr	$ 76,200	5
1285	Intersection of Lovell Rd and driveway (Lat. 35.9128; Long. -84.1515)	$ 7,200	5
1286	Intersection of Lovell Rd and American Freight (Lat. 35.9127; Long. -84.1515)	$ 4,500	5
1287	Intersection of Lovell Rd and Redi Mix Concrete (Lat. 35.9125; Long. -84.1514)	$ 7,100	5
1288	Intersection of Lovell Rd and Redi Mix Concrete (Lat. 35.9123; Long. -84.1514)	$ 9,900	5
1289	Intersection of Lovell Rd and Redi Mix Concrete (Lat. 35.9117; Long. -84.1511)	$ 9,900	5
1290	Intersection of Lovell Rd and Speedway (Lat. 35.9101; Long. -84.1498)	$ 7,100	5
1291	Intersection of Lovell Rd and Speedway (Lat. 35.9095; Long. -84.1493)	$ 7,100	5
1292	Intersection of Lovell Rd and Harley Davidson (Lat. 35.9085; Long. -84.1482)	$ 14,400	5
1293	Intersection of Lovell Rd and Verizon Cell Tower (Lat. 35.9084; Long. -84.1481)	$ 14,500	5
1295	Intersection of Lovell Rd and Shell Station (Lat. 35.9082; Long. -84.1478)	$ 4,500	5
1296	Intersection of Lovell Rd and driveway (Lat. 35.908; Long. -84.1476)	$ 8,900	5
1297	Intersection of Lovell Rd and driveway (Lat. 35.9078; Long. -84.1474)	$ 7,100	5

GPS ID	Project Name	Cost Projection	Priority
1298	Intersection of Lovell Rd and Viles Automotive Group (Lat. 35.9073; Long. -84.1466)	$ 4,500	5
1299	Intersection of Lovell Rd and Viles Automotive Group (Lat. 35.9070; Long. -84.1463)	$ 5,200	2
1300	Intersection of Lovell Rd and EconoLodge (Lat. 35.9069; Long. -84.1462)	$ 4,500	2
1304	Intersection of Lovell Rd and Taco Bell (Lat. 35.9043; Long. -84.1427)	$ 4,500	5
1305	Intersection of Lovell Rd and Hilton (Lat. 35.9043; Long. -84.1426)	$ 12,800	5
1307	Intersection of Lovell Rd and McDonalds (Lat. 35.9037; Long. -84.1418)	$ 4,400	5
1308	Intersection of Lovell Rd and McDonalds (Lat. 35.9035; Long. -84.1416)	$ 7,100	5
1309	Intersection of Lovell Rd and Hurricane Grill (Lat. 35.9032; Long. -84.1411)	$ 2,200	5
1310	Intersection of Lovell Rd and IHOP (Lat. 35.9027; Long. -84.1406)	$ 2,300	5
1311	Intersection of Lovell Rd and Simmons Rd	$ 14,200	5
1312	Intersection of Lovell Rd and BMW (Lat. 35.9016; Long. -84.1399)	$ -	Compliant
1313	Intersection of Lovell Rd and Wiegels (Lat.35.9317; Long.-84.1463)	$ 9,900	5
1314	Intersection of Lovell Rd and driveway (Lat.35.9316; Long.-84.1464)	$ 4,400	5
1315	Intersection of Lovell Rd and driveway (Lat.35.9305; Long.-84.1470)	$ 5,600	5
1316	Intersection of Lovell Rd and driveway (Lat.35.9299; Long.-84.1473)	$ 5,600	5
1318	Intersection of Lovell Rd and Lovell Animal Hospital (Lat.35.9284; Long.-84.1478)	$ 3,200	5
1319	Intersection of Lovell Rd and driveway (Lat.35.9276; Long.-84.1481)	$ 3,200	5
1320	Intersection of Lovell Rd and driveway (Lat.35.9275; Long.-84.1481)	$ 7,200	5
1321	Intersection of Lovell Rd and driveway (Lat.35.9266; Long.-84.1484)	$ 2,900	5
1322	Intersection of Lovell Rd and High Meadow Dr (Lat.35.9263; Long.-84.1485)	$ 46,400	5
1323	Intersection of Lovell Rd and driveway (Lat.35.9254; Long.-84.1487)	$ 8,300	5
1325	Intersection of Lovell Rd and driveway (Lat. 35.9237; Long. -84.1489)	$ 2,900	5
1326	Intersection of Lovell Rd and Westgate Christian Church (Lat. 35.9234; Long. -84.1489)	$ 7,200	5
1327	Intersection of Lovell Rd and driveway (Lat. 35.9231; Long. -84.1489)	$ 2,900	5
1328	Intersection of Lovell Rd and driveway (Lat. 35.9223; Long. -84.1489)	$ 2,900	5
1329	Intersection of Lovell Rd and Lovell View Dr	$ 48,500	5
1330	Intersection of Lovell Rd and driveway (Lat. 35.9214; Long. -84.1488)	$ 1,700	5
1331	Intersection of Lovell Rd and driveway (Lat. 35.921; Long. -84.1488)	$ 2,900	5
1332	Intersection of Lovell Rd and driveway (Lat. 35.9206; Long. -84.1488)	$ 4,200	2
1333	Intersection of Lovell Rd and driveway (Lat. 35.9195; Long. -84.1489)	$ 10,400	2
1334	Intersection of Lovell Rd and Bread Box (Lat.35.9359; Long.-84.1444)	$ 9,900	5
1335	Intersection of Lovell Rd and Providence Church (Lat.35.9330; Long.-84.1456)	$ 9,900	2
1336	Intersection of Lovell Rd and driveway (Lat.35.9327; Long.-84.1457)	$ 5,600	5
1337	Intersection of Lovell Rd and driveway (Lat.35.9325; Long.-84.1459)	$ 2,300	5
1338	Intersection of Lovell Rd and Centerpoint Blvd (Lat.35.9323; Long.-84.1460)	$ 35,100	5
1339	Intersection of Lovell Rd and driveway (Lat.35.9322; Long.-84.1461)	$ 5,600	2
1340	Intersection of Cornerstone Dr and Murdock Dr	$ 37,900	2
1341	Intersection of Cornerstone Dr and US Cellular Entrance (South) (Lat.35.9174; Long.-84.1452)	$ 5,100	3
1342	Intersection of Cornerstone Dr and US Cellular Entrance (North) (Lat.35.9185; Long.-84.1465)	$ 5,100	3
1343	Intersection of Cornerstone Dr and US Cellular Soccer Complex (Lat.35.9188; Long.-84.1472)	$ 11,600	2
1344	Intersection of Gray Eagle Ln and Eagle Spring Ln	$ 36,200	5
1345	Intersection of Willow Grove Dr and Lonely Oak Ln	$ 17,600	6
1346	Intersection of Hardin Valley Rd and Brooke Willow Blvd	$ 29,800	6
1348	Intersection of Hardin Valley Rd and Hardin Valley Academy (Lat. 35.9343; Long. -84.1786)	$ 13,400	2
1353	Intersection of Hardin Valley Rd and Hardin Valley Academy (Lat. 35.9334; Long. -84.1806)	$ 18,100	2
1358	Intersection of Hardin Valley Rd and Hardin Valley Elementary (Lat. 35.9323; Long. -84.1827)	$ 18,700	2

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1361	Intersection of Hardin Valley Rd and Food City (Lat. 35.9307; Long. -84.1855)	$ 4,400	5
1367	Intersection of Hardin Valley Rd and Zaxbys (Lat. 35.9457; Long. -84.1623)	$ 1,400	13
1371	Intersection of Hardin Valley Rd and driveway (Lat. 35.9447; Long. -84.1642)	$ 36,100	5
1374	Intersection of Hardin Valley Rd and Award Winning Way (Lat. 35.9429; Long. -84.1673)	$ 32,300	5
1375	Intersection of Hardin Valley Rd and Conners Creek Cir	$ 18,600	5
1379	Intersection of Hardin Valley Rd and Berrywood Dr	$ 14,300	5
1380	Intersection of Hardin Valley Rd and driveway (Lat. 35.9406; Long. -84.1708)	$ 38,100	5
1387	Intersection of Hardin Valley Rd and Elm Grove Ln	$ 8,900	5
1388	Intersection of Hardin Valley Rd and Brighton Farms Blvd	$ 19,100	5
1393	Intersection of Hardin Valley Rd and Castaic Ln	$ 15,300	5
1394	Intersection of Hardin Valley Rd and Pellissippi Community College (Lat. 35.9474; Long. -84.1603)	$ 40,700	2
1397	Intersection of Hardin Valley Rd and Valley Vista Rd	$ 45,300	5
1399	Intersection of Steele Rd and Lancaster Ridge Dr	$ 48,200	5
1400	Intersection of Steele Rd and Valley View Landing Ln	$ 21,100	5
1401	Intersection of Steele Rd and School entrance (Lat. 35.9342; Long. -84.1875)	$ 13,000	2
1402	Intersection of Steele Rd and Hardin Valley Elementary (Lat. 35.9335; Long. -84.1869)	$ 9,900	2
1403	Intersection of Steele Rd and Hardin Valley Elementary (Lat. 35.9329; Long. -84.1863)	$ 2,700	13
1404	Intersection of Berringer Station Ln and Lancaster Ridge Dr	$ 10,800	5
1405	Intersection of Brooke Willow Blvd and Villa Garden Way	$ 17,400	5
1406	Intersection of Brooke Willow Blvd and Water Valley Way	$ 8,300	5
1407	Intersection of Valley Vista Rd and Carmichael Rd	$ 33,900	5
1408	Intersection of Valley Vista Rd and Local Motors (Lat. 35.9399; Long. -84.1547)	$ 5,200	5
1409	Intersection of Valley Vista Rd and WKUD Water Tank Access (Lat. 35.9407; Long. -84.1556)	$ 5,600	5
1411	Intersection of Valley Vista Rd and Greystone Vista Apartments (Lat. 35.9422; Long. -84.157)	$ 36,400	5
1412	Intersection of Valley Vista Rd and Jessup and Associates (Lat. 35.9429; Long. -84.1573)	$ 7,400	5
1413	Intersection of Valley Vista Rd and Goddard School (Lat. 35.9438; Long. -84.1573)	$ 15,500	2
1414	Intersection of Valley Vista Rd and vacant lot (Lat. 35.9444; Long. -84.1579)	$ 8,800	5
1415	Intersection of Valley Vista Rd and vacant lot (Lat. 35.9452; Long. -84.1589)	$ 10,800	5
1416	Intersection of Valley Vista Rd and parking Lot (Lat. 35.9456; Long. -84.1596)	$ 12,800	5
1417	Intersection of Valley Vista Rd and Hardin Valley Land Partners (Lat. 35.9459; Long. -84.1604)	$ 22,200	5
1418	Intersection of Valley Vista Rd and Hardin Valley Orthodontics (Lat. 35.9461; Long. -84.1606)	$ 11,400	5
1419	Intersection of Pellissippi Bookstore and Loading Dock (Lat. 35.9489; Long. -84.1668)	$ 5,100	3
1420	Intersection of Pellissippi Bookstore and parking Lot (Lat. 35.9490; Long. -84.1671)	$ 12,600	2
1421	Intersection of Oak Ridge Hwy and driveway (Lat. 35.9903; Long. -84.1906)	$ 22,800	2
1422	Intersection of Oak Ridge Hwy and driveway (Lat. 35.9901; Long. -84.1902)	$ 11,300	2
1423	Intersection of Oak Ridge Hwy and Grannys Attic (Lat. 35.9897; Long. -84.1898)	$ 1,400	13
1424	Intersection of Oak Ridge Hwy and driveway (Lat. 35.9897; Long. -84.1897)	$ 10,500	2

GPS ID	Project Name	Cost Projection	Priority
1425	Intersection of Oak Ridge Hwy and MP Granite (Lat. 35.9895; Long. -84.1896)	$ 5,800	2
1426	Intersection of Oak Ridge Hwy and Picket Fence Antiques (Lat. 35.9894; Long. -84.1895)	$ 1,400	13
1427	Intersection of Oak Ridge Hwy and El Amigo Auto (Lat. 35.9894; Long. -84.1895)	$ 5,800	2
1428	Intersection of Oak Ridge Hwy and El Amigo Auto (Lat. 35.9892; Long. -84.1894)	$ 4,400	2
1429	Intersection of Oak Ridge Hwy and Food Mart (Lat. 35.9891; Long. -84.1892)	$ 1,400	13
1430	Intersection of Oak Ridge Hwy and El Amigo Auto (Lat. 35.9891; Long. -84.1892)	$ 9,200	2
1431	Intersection of Oak Ridge Hwy and driveway (Lat. 35.9889; Long. -84.1891)	$ 5,800	2
1432	Intersection of Oak Ridge Hwy and Knoxville Used Cars (Lat. 35.9887; Long. -84.1889)	$ 1,400	13
1433	Intersection of Oak Ridge Hwy and driveway (Lat. 35.9886; Long. -84.1888)	$ 7,200	2
1434	Intersection of Oak Ridge Hwy and Carmart (Lat. 35.9883; Long. -84.1886)	$ 9,200	2
1435	Intersection of Oak Ridge Hwy and Burchfield Dr	$ 44,500	2
1436	Intersection of Oak Ridge Hwy and driveway (Lat. 35.9878; Long. -84.1882)	$ 1,400	13
1437	Intersection of Oak Ridge Hwy and driveway (Lat. 35.9873; Long. -84.1877)	$ 1,400	13
1438	Intersection of Oak Ridge Hwy and The Vault (Lat. 35.9871; Long. -84.1875)	$ 4,500	2
1439	Intersection of Oak Ridge Hwy and The Vault (Lat. 35.9869; Long. -84.1874)	$ 4,500	2
1440	Intersection of Oak Ridge Hwy and Solway Autocare (Lat. 35.9866; Long. -84.1872)	$ 1,400	13
1441	Intersection of Oak Ridge Hwy and driveway (Lat. 35.9865; Long. -84.187)	$ 1,400	13
1442	Intersection of Oak Ridge Hwy and driveway (Lat. 35.9861; Long. -84.1867)	$ 5,600	2
1443	Intersection of Oak Ridge Hwy and driveway (Lat. 35.9857; Long. -84.1864)	$ 2,900	2
1444	Intersection of Oak Ridge Hwy and driveway (Lat. 35.9855; Long. -84.1862)	$ 2,900	2
1445	Intersection of Oak Ridge Hwy and Burtchfield S Dr	$ 84,000	5
1446	Intersection of Oak Ridge Hwy and Antique Addiction (Lat. 35.9849; Long. -84.1857)	$ 1,400	13
1447	Intersection of Oak Ridge Hwy and Antique Addiction (Lat. 35.9847; Long. -84.1855)	$ 1,400	13
1451	Intersection of Oak Ridge Hwy and First Choice Automotive (Lat. 35.9842; Long. -84.1851)	$ 12,600	2
1452	Intersection of Oak Ridge Hwy and Raceway (Lat. 35.9839; Long. -84.1848)	$ 8,500	5
1453	Intersection of Oak Ridge Hwy and First Choice Automotive (Lat. 35.9837; Long. -84.1847)	$ 1,400	13
1454	Intersection of Oak Ridge Hwy and Jim Jones Rd	$ 48,500	5
1455	Intersection of Oak Ridge Hwy and Exxon (Lat. 35.9832; Long. -84.1842)	$ 12,600	5
1456	Intersection of Oak Ridge Hwy and Exxon (Lat. 35.9830; Long. -84.1841)	$ 4,600	5
1461	Intersection of Oak Ridge Hwy and Jazzercise (Lat. 35.9816; Long. -84.1829)	$ 1,400	13
1462	Intersection of N Cedar Bluff Rd and Gulf Park Dr	$ 39,700	2
1467	Intersection of N Cedar Bluff Rd and Arrons Rental (Lat.35.9255; Long.-84.0942)	$ 1,400	13
1468	Intersection of N Cedar Bluff Rd and North Cedar Bluff Plaza (Lat.35.9244; Long.-84.0939)	$ 1,400	13
1469	Intersection of N Cedar Bluff Rd and Dunbarton Ln	$ 20,700	2
1470	Intersection of N Cedar Bluff Rd and Dunkin Donuts (Lat.35.9237; Long.-84.0937)	$ 1,400	13
1471	Intersection of N Cedar Bluff Rd and Pilot (Lat.35.9235; Long.-84.0936)	$ 5,700	2
1473	Intersection of N Cedar Bluff Rd and Lincoln Memorial University (Lat.35.9221; Long.-84.0929)	$ 4,500	5
1474	Intersection of N Cedar Bluff Rd and Wendys Entrance (Lat.35.9219; Long.-84.0929)	$ 9,800	5
1475	Intersection of N Cedar Bluff Rd and Wendys Exit (Lat.35.9217; Long.-84.0928)	$ 9,900	5
1476	Intersection of N Cedar Bluff Rd and Starbucks Entrance (Lat.35.9216; Long.-84.0927)	$ 9,900	5

GPS ID	Project Name	Cost Projection	Priority
1477	Intersection of N Cedar Bluff Rd and Starbucks Exit (Lat.35.9213; Long.-84.0926)	$ 4,500	5
1478	Intersection of N Cedar Bluff Rd and Tates Gallery (Lat.35.9402; Long.-84.0946)	$ 17,300	2
1480	Intersection of N Cedar Bluff Rd and driveway (Lat.35.9384; Long.-84.0947)	$ 6,900	2
1482	Intersection of N Cedar Bluff Rd and driveway (Lat.35.9369; Long.-84.0948)	$ 2,800	2
1483	Intersection of N Cedar Bluff Rd and driveway (Lat.35.9367; Long.-84.0948)	$ 8,200	2
1484	Intersection of N Cedar Bluff Rd and driveway (Lat.35.9364; Long.-84.0949)	$ 2,900	2
1485	Intersection of N Cedar Bluff Rd and Briarwood Blvd	$ 38,200	2
1486	Intersection of N Cedar Bluff Rd and driveway (Lat.35.9352; Long.-84.0949)	$ 4,200	2
1487	Intersection of N Cedar Bluff Rd and driveway (Lat.35.9349; Long.-84.0949)	$ 5,600	2
1489	Intersection of N Cedar Bluff Rd and Cedar Bluff Middle School Access (Lat.35.9342; Long.-84.0950)	$ 18,200	2
1490	Intersection of N Cedar Bluff Rd and Cedar Bluff Middle School Parking Lot (Lat.35.9330; Long.-84.0950)	$ 15,500	2
1492	Intersection of N Cedar Bluff Rd and Cedar Bluff Elementary School (Lat.35.9317; Long.-84.0951)	$ 36,400	2
1493	Intersection of Dutchtown Rd and driveway (Lat.35.9265; Long.-84.0947)	$ 1,900	2
1494	Intersection of Dutchtown Rd and Lenoir City Utilities (Lat.35.9266; Long.-84.0951)	$ 11,400	2
1495	Intersection of Dutchtown Rd and Floyd Ln	$ 35,100	2
1496	Intersection of Dutchtown Rd and driveway (Lat.35.9269; Long.-84.0962)	$ 5,400	2
1497	Intersection of Dutchtown Rd and Planet Energy (Lat.35.9269; Long.-84.0965)	$ 3,000	2
1498	Intersection of Dutchtown Rd and driveway (Lat.35.9270; Long.-84.0968)	$ 10,000	2
1499	Intersection of Dutchtown Rd and driveway (Lat.35.9270; Long.-84.0973)	$ 9,700	2
1500	Intersection of Dutchtown Rd and driveway (Lat.35.9270; Long.-84.0976)	$ 14,900	5
1501	Intersection of Dutchtown Rd and driveway (Lat.35.9270; Long.-84.0979)	$ 10,800	5
1502	Intersection of Dutchtown Rd and driveway (Lat.35.9270; Long.-84.0980)	$ 5,500	5
1503	Intersection of Dutchtown Rd and driveway (Lat.35.9270; Long.-84.0984)	$ 16,200	5
1504	Intersection of Dutchtown Rd and driveway (Lat.35.9270; Long.-84.0986)	$ 8,200	5
1505	Intersection of Dutchtown Rd and driveway (Lat.35.9271; Long.-84.0993)	$ 12,200	5
1506	Intersection of Dutchtown Rd and driveway (Lat.35.9271; Long.-84.0997)	$ 5,400	5
1507	Intersection of Dutchtown Rd and driveway (Lat.35.9271; Long.-84.1000)	$ 6,800	2
1508	Intersection of Dutchtown Rd and driveway (Lat.35.9271; Long.-84.1007)	$ 17,600	5
1509	Intersection of Dutchtown Rd and driveway (Lat.35.9271; Long.-84.1008)	$ 16,200	5
1510	Intersection of Dutchtown Rd and driveway (Lat.35.9271; Long.-84.1012)	$ 16,200	5
1512	Intersection of Dutchtown Rd and Christian Academy Blvd	$ 29,800	5
1517	Intersection of Dutchtown Rd and driveway (Lat.35.9272; Long.-84.1036)	$ 2,900	5
1518	Intersection of Dutchtown Rd and driveway (Lat.35.9271; Long.-84.1012)	$ 2,900	5
1519	Intersection of Dutchtown Rd and driveway (Lat.35.9273; Long.-84.1041)	$ 2,900	5
1520	Intersection of Dutchtown Rd and Floriade Way	$ 48,100	5
1521	Intersection of Dutchtown Rd and driveway (Lat.35.9273; Long.-84.1044)	$ 2,900	5
1522	Intersection of Dutchtown Rd and driveway (Lat.35.9273; Long.-84.1045)	$ 2,900	5
1523	Intersection of Dutchtown Rd and driveway (Lat.35.9273; Long.-84.1048)	$ 2,900	5
1524	Intersection of Dutchtown Rd and driveway (Lat.35.9273; Long.-84.1057)	$ 2,900	5
1525	Intersection of Dutchtown Rd and Light House St	$ 42,400	5
1526	Intersection of Dutchtown Rd and driveway (Lat.35.9274; Long.-84.1064)	$ 2,900	5
1527	Intersection of Dutchtown Rd and driveway (Lat.35.9275; Long.-84.1095)	$ 4,500	2
1528	Intersection of Dutchtown Rd and Sanders Rd NW	$ 22,800	2
1529	Intersection of Dutchtown Rd and driveway (Lat.35.9275; Long.-84.1110)	$ 8,300	2
1530	Intersection of Dutchtown Rd and driveway (Lat.35.9275; Long.-84.1112)	$ 8,300	2
1531	Intersection of Dutchtown Rd and driveway (Lat.35.9275; Long.-84.1114)	$ 8,200	2
1532	Intersection of Dutchtown Rd and Manis Ln	$ 40,200	2
1533	Intersection of Dutchtown Rd and driveway (Lat.35.9276; Long.-84.1121)	$ 13,600	2
1534	Intersection of Dutchtown Rd and driveway (Lat.35.9276; Long.-84.1124)	$ 11,600	2
1535	Intersection of Dutchtown Rd and driveway (Lat.35.9276; Long.-84.1125)	$ 8,300	2
1536	Intersection of Dutchtown Rd and driveway (Lat.35.9276; Long.-84.1134)	$ 2,900	5
1537	Intersection of Dutchtown Rd and driveway (Lat.35.9276; Long.-84.1137)	$ 5,600	5

GPS ID	Project Name	Cost Projection	Priority
1538	Intersection of Dutchtown Rd and Embarcadero Dr	$ 53,100	2
1539	Intersection of Dutchtown Rd and Blessed Way	$ 43,400	2
1540	Intersection of Dutchtown Rd and Bob Kirby Rd	$ 34,400	2
1541	Intersection of Dutchtown Rd and driveway (Lat.35.9276; Long.-84.1162)	$ 5,600	5
1542	Intersection of Dutchtown Rd and driveway (Lat.35.9276; Long.-84.1164)	$ 5,600	2
1543	Intersection of Dutchtown Rd and driveway (Lat.35.9275; Long.-84.1170)	$ 2,900	5
1544	Intersection of Dutchtown Rd and driveway (Lat.35.9274; Long.-84.1171)	$ 2,900	5
1545	Intersection of Dutchtown Rd and driveway (Lat.35.9273; Long.-84.1180)	$ 2,800	5
1546	Intersection of Dutchtown Rd and driveway (Lat.35.9272; Long.-84.1181)	$ 2,900	5
1547	Intersection of Dutchtown Rd and Eagles Landing Way	$ 31,700	5
1548	Intersection of Dutchtown Rd and driveway (Lat. 35.9271; Long. -84.1188)	$ 4,500	5
1549	Intersection of Dutchtown Rd and Proscapes (Lat.35.9270; Long.-84.1195)	$ 16,200	5
1550	Intersection of Dutchtown Rd and driveway (Lat.35.9270; Long.-84.1199)	$ 11,000	5
1552	Intersection of Dutchtown Rd and driveway (Lat.35.9272; Long.-84.1206)	$ 8,300	5
1553	Intersection of Dutchtown Rd and driveway (Lat.35.9275; Long.-84.1212)	$ 2,900	2
1554	Intersection of Dutchtown Rd and driveway (Lat.35.9276; Long.-84.1214)	$ 5,600	2
1555	Intersection of Dutchtown Rd and driveway (Lat.35.9277; Long.-84.1215)	$ 2,900	2
1556	Intersection of Dutchtown Rd and Phap Bao Temple (South) (Lat.35.9278; Long.-84.1216)	$ 4,500	2
1557	Intersection of Dutchtown Rd and Phap Bao Temple (North) (Lat.35.9281; Long.-84.1219)	$ 4,500	2
1558	Intersection of Dutchtown Rd and driveway (Lat.35.9282; Long.-84.1220)	$ 2,900	2
1559	Intersection of Dutchtown Rd and driveway (Lat.35.9283; Long.-84.1221)	$ 5,600	2
1560	Intersection of Dutchtown Rd and Rennboro Rd	$ 35,600	2
1561	Intersection of Dutchtown Rd and driveway (Lat.35.9287; Long.-84.1226)	$ 5,600	2
1563	Intersection of Dutchtown Rd and driveway (Lat.35.9281; Long.-84.1285)	$ 3,600	5
1564	Intersection of Dutchtown Rd and Custom Pools (Lat.35.9280; Long.-84.1290)	$ 37,400	5
1565	Intersection of Dutchtown Rd and Sanctuary Ln	$ 30,600	5
1566	Intersection of Fox Lonas Rd NW and Gulfwood Rd	$ 33,500	2
1567	Intersection of Fox Lonas Rd NW and Fernwood Rd	$ 17,500	5
1568	Intersection of Fox Lonas Rd NW and Sunnydale Rd / Fox Crossings Blvd	$ 17,000	5
1569	Intersection of Gulf Park Dr and Venice Rd NW	$ 14,900	5
1571	Intersection of Gulf Park Dr and Sarasota Dr	$ 9,600	5
1583	Intersection of Gulf Park Dr and Galveston Rd NW	$ 12,300	5
1586	Intersection of Gulf Park Dr and Biloxi Ln NW	$ 12,400	5
1592	Intersection of Gulf Park Dr and Pensacola Rd	$ 43,100	2
1594	Intersection of Gulf Park Dr and Kindercare (West) (Lat.35.9305; Long.-84.0965)	$ 4,400	2
1595	Intersection of Gulf Park Dr and Kindercare (East) (Lat.35.9305; Long.-84.0960)	$ 3,000	2
1597	Intersection of Iverson Ln Kentwell Rd	$ 12,300	5
1598	Intersection of Bertelkamp Ln and parking Lot (Lat. 35.9602; Long. -84.1463)	$ 2,200	13
1599	Intersection of Bertelkamp Ln and Fed Ex distribution entrance (Lat. 35.9600; Long. -84.1461)	$ 400	9
1600	Intersection of Bertelkamp Ln and Harden Valley Rd	$ 27,500	2
1601	Intersection of Hardin Valley Rd and Ball Camp Baptist Church (Lat.35.9554; Long.-84.1255)	$ 5,800	2
1602	Intersection of Hardin Valley Rd and Ball Camp Baptist Church (Lat.35.9545; Long.-84.1250)	$ 4,500	2
1603	Intersection of Middlebrook Pike and driveway (Lat.35.9541; Long.-84.1248)	$ 5,600	2
1604	Intersection of Middlebrook Pike and driveway (Lat.35.9533; Long.-84.1237)	$ 5,600	2
1605	Intersection of Middlebrook Pike and driveway (Lat.35.9535; Long.-84.1241)	$ 4,500	2
1606	Intersection of Middlebrook Pike and Daybreak Dr	$ 21,000	2
1607	Intersection of Lovell Rd and Zips Car Wash (Lat.35.9523; Long.-84.1224)	$ 9,900	2
1608	Intersection of Middlebrook Pike and Weigels (Lat.35.9525; Long.-84.1216)	$ 7,200	2
1609	Intersection of Middlebrook Pike and Weigels / Zips (Lat.35.9523; Long.-84.1210)	$ 10,800	2

GPS ID	Project Name	Cost Projection	Priority
1610	Intersection of Middlebrook Pike and driveway (Lat.35.9518; Long.-84.1199)	$ 11,600	2
1611	Intersection of Middlebrook Pike and driveway (Lat.35.9511; Long.-84.1186)	$ 2,900	2
1612	Intersection of Middlebrook Pike and driveway (Lat.35.9510; Long.-84.1183)	$ 2,900	5
1613	Intersection of Middlebrook Pike and driveway (Lat.35.9509; Long.-84.1182)	$ 5,600	5
1614	Intersection of Middlebrook Pike and driveway (Lat.35.9506; Long.-84.1177)	$ 3,500	5
1616	Intersection of Middlebrook Pike and driveway (Lat.35.9503; Long.-84.1172)	$ 5,600	5
1617	Intersection of Middlebrook Pike and Avashire Ln	$ 14,100	5
1618	Intersection of Middlebrook Pike and driveway (Lat.35.9498; Long.-84.1164)	$ 2,900	5
1619	Intersection of Middlebrook Pike and driveway (Lat.35.9493; Long.-84.1157)	$ 2,900	5
1620	Intersection of Middlebrook Pike and Service Rd	$ 7,200	5
1621	Intersection of Middlebrook Pike and Food City / Subway (Lat.35.9474; Long.-84.1134)	$ 8,500	5
1622	Intersection of Middlebrook Pike and Countryside Center Ln	$ 4,400	5
1623	Intersection of Middlebrook Pike and driveway (Lat.35.9461; Long.-84.1121)	$ 5,600	5
1624	Intersection of Middlebrook Pike and driveway (Lat.35.9457; Long.-84.1114)	$ 2,900	5
1625	Intersection of Middlebrook Pike and Walden Legacy Way	$ 4,500	5
1626	Intersection of Middlebrook Pike and driveway (Lat.35.9454; Long.-84.1100)	$ 5,600	5
1628	Intersection of Middlebrook Pike and driveway (Lat.35.9453; Long.-84.1090)	$ 5,600	5
1629	Intersection of Middlebrook Pike and driveway (Lat.35.9452; Long.-84.1079)	$ 4,500	5
1630	Intersection of Middlebrook Pike and driveway (Lat.35.9455; Long.-84.1062)	$ 2,900	5
1631	Intersection of Middlebrook Pike and driveway (Lat.35.9457; Long.-84.1055)	$ 2,900	5
1632	Intersection of Middlebrook Pike and driveway (Lat.35.9458; Long.-84.1044)	$ 2,900	5
1633	Intersection of Middlebrook Pike and driveway (Lat.35.9459; Long.-84.1040)	$ 4,500	5
1634	Intersection of Middlebrook Pike and driveway (Lat.35.9459; Long.-84.1037)	$ 5,600	5
1635	Intersection of Middlebrook Pike and Grassy Meadow Blvd	$ 48,600	5
1636	Intersection of Middlebrook Pike and driveway (Lat.35.9459; Long.-84.1028)	$ 2,900	5
1637	Intersection of Middlebrook Pike and Durham Rd	$ 22,300	2
1638	Intersection of Middlebrook Pike and driveway (Lat.35.9458; Long.-84.1018)	$ 6,300	2
1639	Intersection of Middlebrook Pike and driveway (Lat.35.9458; Long.-84.1005)	$ 2,900	2
1640	Intersection of Middlebrook Pike and driveway (Lat.35.9456; Long.-84.0997)	$ 2,900	2
1641	Intersection of Middlebrook Pike and Andes Rd (Lat.35.9454; Long.-84.0993)	$ 40,700	2
1642	Intersection of Middlebrook Pike and Beyond Physical Therapy (Lat.35.9451; Long.-84.0986)	$ 4,500	2
1643	Intersection of Middlebrook Pike and driveway (Lat.35.9447; Long.-84.0978)	$ 5,800	5
1644	Intersection of Middlebrook Pike and driveway (Lat.35.9444; Long.-84.0972)	$ 2,900	5
1645	Intersection of Middlebrook Pike and The Wellhouse (Lat.35.9443; Long.-84.0969)	$ 11,600	5
1646	Intersection of Middlebrook Pike and Dollar General Market (Lat.35.9440; Long.-84.0966)	$ 13,700	5
1647	Intersection of Middlebrook Pike and Bailey Insurance (Lat.35.9433; Long.-84.0958)	$ 1,400	13
1649	Intersection of Middlebrook Pike and Kroger (Lat.35.9427; Long.-84.0952)	$ 12,200	5
1650	Intersection of Middlebrook Pike and Walgreens (Lat.35.9421; Long.-84.0947)	$ 10,800	5
1651	Intersection of Middlebrook Pike and Old Cedar Bluff Rd	$ 18,300	5
1654	Intersection of Middlebrook Pike and Sky Blue Dr	$ 39,000	2
1655	Intersection of Middlebrook Pike and Grace Lutheran Church (Lat.35.9426; Long.-84.0873)	$ 24,500	2
1656	Intersection of Middlebrook Pike and Wallingford Rd	$ 45,900	2
1657	Intersection of Middlebrook Pike and Copperwood Ln	$ 44,300	2
1658	Intersection of Middlebrook Pike and Ministerio Nueva (Lat.35.9436; Long.-84.0844)	$ 1,400	13
1659	Intersection of Middlebrook Pike and Barber Shop (Lat.35.9437; Long.-84.0841)	$ 5,200	2
1661	Intersection of Middlebrook Pike and Andrewbrook Ln	$ 10,100	13
1663	Intersection of Middlebrook Pike and Foxcrolf Dr	$ 50,700	2
1664	Intersection of Middlebrook Pike and driveway (Lat.35.9443; Long.-84.0827)	$ 7,100	5
1665	Intersection of Middlebrook Pike and Special Spaces (Lat.35.9444; Long.-84.0826)	$ 7,100	5

GPS ID	Project Name	Cost Projection	Priority
1666	Intersection of Middlebrook Pike and Shallowford Rd	$ 21,700	5
1667	Intersection of Middlebrook Pike and Fox Lonas Rd NW	$ 19,700	2
1670	Intersection of Middlebrook Pike and driveway (Lat. 35.9450; Long.-84.0754)	$ 2,900	2
1675	Intersection of Middlebrook Pike and driveway (Lat. 35.9456; Long.-84.0793)	$ 2,900	2
1676	Intersection of Middlebrook Pike and Pheasants Glen Dr	$ 68,500	5
1677	Intersection of Middlebrook Pike and Crest Brook Dr	$ 17,300	5
1679	Intersection of Wisteria Way and Hickory Manor Way	$ 5,700	6
1680	Intersection of Hoyle Beals Dr and Watering Pl	$ 12,400	6
1681	Intersection of Grassy Meadows Blvd and Willow Field Ln	$ 44,000	5
1683	Intersection of Hickory Knoll Ln and Willow Field Ln	$ 29,600	5
1684	Intersection of Hickory Knoll Ln and Meadow Chase Ln	$ 17,600	5
1685	Intersection of Hickory Knoll Ln and cul-de-sac accessible ramp (Lat. 35.9475; Long.-84.1105)	$ 4,200	5
1687	Intersection of Meadow Chase Ln and cul-de-sac accessible ramp (Lat. 35.9501; Long.-84.1043)	$ 4,300	5
1688	Intersection of Ridges Meadow Ln and Atlee Summit Ln	$ 23,000	5
1689	Intersection of Ridges Meadow Ln and cul-de-sac accessible ramp (Lat. 35.9517; Long.-84.1006)	$ 4,300	5
1690	Intersection of Ridges Meadow Ln and Candle Pine Dr	$ 23,700	5
1691	Intersection of Atlee Summit Ln and Abbey Mist Ln	$ 17,500	5
1693	Intersection of Briarfield Ln and cul-de-sac accessible ramp (Lat. 35.9504; Long.-84.1022)	$ 4,700	5
1694	Intersection of Briarfield Ln and Candle Pine Dr	$ 19,600	5
1695	Intersection of Old Cedar Bluff Rd and Jenny Cook Cir	$ 48,500	5
1696	Intersection of Old Cedar Bluff Rd and driveway (Lat.35.9405; Long.-84.0922)	$ 1,400	13
1697	Intersection of Old Cedar Bluff Rd and driveway (Lat.35.9404; Long.-84.0924)	$ 1,400	13
1698	Intersection of Old Cedar Bluff Rd and Knoxville Christian Center (Lat.35.9393; Long.-84.0941)	$ 1,400	13
1699	Intersection of Pheasants Glen Dr and Park Church Dr	$ 27,500	2
1700	Intersection of Pheasants Glen Dr and Picnic Area (Lat.35.9479; Long.-84.0779)	$ 1,400	13
1701	Intersection of Park Church Dr and crosswalk (Lat.35.9469; Long.-84.0767)	$ 7,600	2
1702	Intersection of Joe Hinton Rd and Hawks Landing Dr	$ -	Compliant
1703	Intersection of Joe Hinton Rd and Courtyard Way	$ 3,300	6
1704	Intersection of Joe Hinton Rd and Carl Valentine Cir	$ 5,100	6
1705	Intersection of Joe Hinton Rd and Ashbrook Apartments (Lat.35.9453; Long.-84.0699)	$ 4,200	5
1706	Intersection of Joe Hinton Rd and Ashbrook Apartments (Lat.35.9450; Long.-84.0699)	$ -	Compliant
1707	Intersection of Joe Hinton Rd and Pilot (Lat.35.9448; Long.-84.0699)	$ 7,100	5
1708	Intersection of Joe Hinton Rd and Pilot (Lat.35.9444; Long.-84.0699)	$ 23,600	5
1709	Intersection of Sunpoint Rd and Silo Way	$ 6,100	6
1710	Intersection of Sunpoint Rd and Firethorne Way	$ 6,100	6
1711	Intersection of Sunpoint Rd and Woodsprings Dr	$ 6,100	6
1712	Intersection of Firethorne Way and Little Field Way	$ 13,100	6
1713	Intersection of Little Field Way and Flagstone Way	$ 13,100	6
1714	Intersection of Kidder Ln and Creekview Ln	$ 18,400	6
1715	Intersection of Walker Springs Rd and Wal-Mart (Lat. 35.9278; Long. -84.0654)	$ 4,700	2
1716	Intersection of Walker Springs Rd and National Fitness	$ 9,900	5
1717	Intersection of Walker Springs Rd and Exxon / Pilot (North)	$ 2,700	13
1718	Intersection of Walker Springs Rd and Exxon / Pilot (South)	$ 2,700	13
1720	Intersection of S Gallaher View Rd and driveway (Lat. 35.9144; Long. -84.0579)	$ 2,200	5
1721	Intersection of Whisper Trace Ln and Whispering Woods (Lat.35.9075; Long.-84.0345)	$ 16,800	5

GPS ID	Project Name	Cost Projection	Priority
1722	Intersection of Whisper Trace Ln and Autumn Trace Dr	$ 10,200	8
1725	Intersection of Woodland Ridge Ln and driveway (Lat.35.9026; Long.-84.0328)	$ 12,400	5
1726	Intersection of Woodland Ridge Ln and Rustic Oak Dr	$ 26,100	8
1727	Intersection of Evening Shade Ln and Dogwood Trails entrance (Lat. 35.9041; Long. -84.0042)	$ 6,700	5
1728	Intersection of Evening Shade Ln and Shady Knoll Ln	$ 26,000	5
1729	Intersection of Bent River Blvd and Harrison Keepe	$ 15,800	13
1730	Intersection of Tipton Station Rd and Broken Creek Ln	$ 23,500	5
1732	Intersection of Tipton Station Rd and Saddlegate Rd / Timber Woods Blvd	$ 8,000	5
1733	Intersection of Tipton Station Rd and Poplar Wood Trl	$ 5,700	5
1734	Intersection of Tipton Station Rd and driveway (Lat. 35.8876; Long. -83.8873)	$ 1,400	13
1735	Intersection of Tipton Station Rd and South-Doyle High School (Lat. 35.8883; Long. -83.8860)	$ 1,400	13
1736	Intersection of Tipton Station Rd and South-Doyle High School (Lat. 35.8889; Long. -83.8844)	$ 1,400	13
1737	Intersection of Tipton Station Road and Water Tower Rd	$ 3,900	13
1738	Intersection of Broken Creek Ln and Ambus Ln	$ 22,200	5
1739	Intersection of Broken Creek Ln and Presario Ln	$ 12,900	6
1740	Intersection of Broken Creek Ln and Autumn Dawn Ln	$ 14,900	5
1741	Intersection of Timber Woods Blvd and Mahogany Wood Trl	$ 15,000	5
1742	Intersection of Mahogany Wood Trl and Banyon Wood Ln	$ 16,200	5
1743	Intersection of Mahogany Wood Trl and Point Wood Dr	$ 22,900	5
1744	Intersection of Poplar Wood Trl and Banyon Wood Ln	$ 13,700	5
1745	Intersection of Poplar Wood Trl and Point Wood Dr	$ 25,900	5
1746	Intersection of Marashi Rd and Range View Way	$ 12,100	5
1747	Intersection of Marashi Rd and Wildview Way	$ 13,000	5
1748	Intersection of Marashi Rd and Villaview Way	$ 15,700	5
1749	Intersection of Marashi Rd and Sammara Way / Wildacres Way	$ 8,700	13
1753	Intersection of Beaver Ridge Rd and Adams Gate Rd	$ 18,100	5
1754	Intersection of Beaver Ridge Rd and Franklin Creek Ln	$ 12,800	5
1758	Intersection of Beaver Ridge Rd and Joseph Gate Ln	$ 4,000	5
1759	Intersection of Beaver Ridge Rd and Cherry Grove Rd	$ 8,400	9
1766	Intersection of Beaver Ridge Rd and Yellow Oak Ln	$ 8,000	8
1767	Intersection of Beaver Ridge Rd and public library (Lat. 35.9816; Long. -84.0974)	$ -	Compliant
1768	Intersection of Beaver Ridge Rd and Wyndham Pointe Ln	$ 25,300	13
1769	Intersection of Beaver Ridge Rd and Ingles (Lat. 35.9823; Long. -84.0955)	$ 3,300	13
1770	Intersection of Beaver Ridge Rd and Bojangles (Lat. 35.9815; Long. -84.0949)	$ 700	13
1771	Intersection of St Baron Way and Julesburg Way (Lat. 36.0082; Long. -84.0814)	$ 12,600	6
1772	Intersection of St Baron Way and Julesburg Way (Lat. 36.0099; Long. -84.0829)	$ 6,100	6
1773	Intersection of Bridgehampton Dr and Bridgehampton Clubhouse (Lat. 36.0108; Long. -84.0831)	$ 3,500	6
1774	Intersection of Harrell Rd and Grace Baptist Church parking lot (Lat. 35.9882; Long. -84.0768)	$ 8,900	13
1775	Intersection of Harrell Rd and Grace Baptist Church crosswalk (Lat. 35.9886; Long. -84.0762)	$ 3,100	2
1777	Intersection of Summer Grove Ln and Olive Branch Ln	$ 24,600	5
1778	Intersection of Summer Grove Ln and Sparkle Ln	$ 26,100	5
1779	Intersection of Olive Branch Ln and Copperleaf Dr	$ 8,500	5
1780	Intersection of Olive Branch Ln and Lighted Path Way	$ 8,700	5
1781	Intersection of Olive Branch Ln and Glenlake Blvd	$ 5,100	5
1782	Intersection of Schaad Rd and Olive Branch Ln	$ 50,400	5
1783	Intersection of Schaad Rd and driveway (Lat.35.9761; Long.-84.0619)	$ 8,300	5
1784	Intersection of Schaad Rd and driveway (Lat.35.9761; Long.-84.0609)	$ 2,900	2

GPS ID	Project Name	Cost Projection	Priority
1785	Intersection of Schaad Rd and Gravel Drive (Lat.35.9762; Long.-84.0599)	$ 17,800	2
1786	Intersection of Schaad Rd and driveway (Lat.35.9762; Long.-84.0600)	$ 6,200	2
1787	Intersection of Schaad Rd and driveway (Lat.35.9762; Long.-84.0598)	$ 8,200	2
1788	Intersection of Schaad Rd and Ball Camp Pike (Lat. 35.9865; Long. -84.0454)	$ 43,600	5
1789	Intersection of Schaad Rd and Gravel Lot (Lat.35.9867; Long.-84.0452)	$ 4,500	5
1790	Intersection of Schaad Rd and Gravel Lot (Lat.35.9852; Long.-84.0470)	$ 4,500	5
1791	Intersection of Schaad Rd and driveway (Lat.35.9851; Long.-84.0471)	$ 2,900	5
1792	Intersection of Schaad Rd and Hazelnut Ln	$ 35,200	5
1793	Intersection of Schaad Rd and driveway (Lat.35.9824; Long.-84.0501)	$ 5,700	5
1794	Intersection of Schaad Rd and Valley Grove Ln	$ 3,500	5
1796	Intersection of Schaad Rd and Johnson Rd	$ 35,400	2
1798	Intersection of Schaad Rd and Amherst Elementary School (Lat.35.9772; Long.-84.0579)	$ 22,900	2
1799	Intersection of Schaad Rd and driveway (Lat.35.9766; Long.-84.0588)	$ 4,500	2
1802	Intersection of Schaad Rd and driveway (Lat.35.9900; Long.-84.0434)	$ 3,500	5
1803	Intersection of Schaad Rd and driveway (Lat.35.9898; Long.-84.0437)	$ 2,900	5
1804	Intersection of Schaad Rd and Beaver Ridge Rd	$ 41,100	5
1805	Intersection of Taylors View Ln and Meredith Rd	$ 15,100	5
1806	Intersection of Pleasant Ridge Rd and Mt Pleasant Rd	$ 20,200	5
1807	Intersection of Pleasant Ridge Rd and Legacy Pointe Apartments (Lat.35.9990; Long.-84.0198)	$ 1,400	13
1808	Intersection of Pleasant Ridge Rd and Autumn Landing Apartments (Lat.35.9987; Long.-84.0185)	$ 2,400	5
1809	Intersection of S Cedar Bluff Rd and driveway (Lat.35.9108; Long.-84.0863)	$ 5,000	2
1814	Intersection of Fort Apache Rd and Battlecreek Ln	$ 4,400	5
1815	Intersection of Fort Apache Rd and Openview Ln	$ 33,800	5
1817	Intersection of Strawberry Plains Pk and N Carter School Rd	$ 31,800	2
1818	Intersection of Strawberry Plains Pk and Trentville Way	$ 6,000	3
1819	Intersection of Strawberry Plains Pk and Rocky Ridge Way	$ 12,600	6
1820	Intersection of Carter School Rd and Fieldhouse (Lat. 36.0262; Long. -83.7196)	$ 4,500	2
1821	Intersection of College St and parking Lot (Lat. 36.0260; Long. -83.7175)	$ 9,400	13
1822	Intersection of College St and parking Lot (Lat. 36.0254; Long. -83.7172)	$ 12,600	2
1823	Intersection of Drakewood Ln and Finchwood Ln	$ 10,100	5
1824	Intersection of Carter Mill Dr and Carter View Ln	$ 10,800	5
1825	Intersection of Susan Renee Dr and cul-de-sac accessible ramp (Lat. 36.0291; Long.-83.7965)	$ -	Compliant
1826	Intersection of Elna Marie Dr and Susan Renee Dr	$ 26,000	13
1827	Intersection of Susan Renee Dr and cul-de-sac accessible ramp (Lat. 36.026; Long.-83.7964)	$ -	Compliant
1828	Intersection of Elna Marie Dr and Lauren Michelle Ln	$ 16,200	13
1829	Intersection of Lauren Michelle Ln and cul-de-sac accessible ramp (Lat. 36.0287; Long.-83.7977)	$ -	Compliant
1830	Intersection of Elna Marie Dr and Bagwell Rd	$ 4,000	13
1831	Intersection of Elna Marie Dr and Caitlin Marie Ln	$ 9,800	13
1832	Intersection of Caitlin Marie Ln and cul-de-sac accessible ramp (Lat. 36.0274; Long.-83.7987)	$ 3,200	5
1833	Intersection of Wisteria View Way and Hydrangea Way	$ 22,100	6
1834	Intersection of Wisteria View Way and Trellis Way	$ 5,400	6
1835	Intersection of Hydrangea Way and Perennial Way	$ 12,300	6
1837	Intersection of Willow Bluff Cir and Garden Cress Trl	$ 12,700	5
1838	Intersection of Willow Bluff Cir and driveway (Lat. 35.9948; Long. -83.8287)	$ 4,200	5
1840	Intersection of Willow Bluff Cir and driveway (Lat. 35.9946; Long. -83.8292)	$ 8,300	5
1841	Intersection of Willow Bluff Cir and driveway (Lat. 35.9943; Long. -83.8296)	$ 8,300	5

GPS ID	Project Name	Cost Projection	Priority
1842	Intersection of Willow Bluff Cir and driveway (Lat. 35.9941; Long. -83.8302)	$ 13,700	5
1843	Intersection of Willow Bluff Cir and Clubhouse (Lat. 35.9942; Long. -83.8305)	$ 1,500	5
1844	Intersection of Willow Bluff Cir and Clubhouse (Lat. 35.9944; Long. -83.8311)	$ 4,200	5
1848	Intersection of Garden Cress Tr and driveway (Lat. 35.9954; Long. -83.8288)	$ 4,200	5
1849	Intersection of Garden Cress Tr and driveway (Lat. 35.9956; Long. -83.8292)	$ 2,900	5
1850	Intersection of Garden Cress Tr and driveway (Lat. 35.9956; Long. -83.8295)	$ 1,500	5
1851	Intersection of Garden Cress Tr and driveway (Lat. 35.9954; Long. -83.8299)	$ 1,500	5
1852	Intersection of Garden Cress Tr and driveway (Lat. 35.9953; Long. -83.8300)	$ 2,900	5
1853	Intersection of Garden Cress Tr and driveway (Lat. 35.9952; Long. -83.8303)	$ 1,500	5
1855	Intersection of Garden Cress Tr and driveway (Lat. 35.9948; Long. -83.8304)	$ 14,400	5
1856	Intersection of Rushland Park Blvd Clubhouse (Lat. 36.0434; Long. -83.8507)	$ 2,600	6
1857	Intersection of Ivy Rose Dr and Magic Lantern Dr	$ 7,900	5
1858	Intersection of Ivy Rose Dr and Enchanted Ln	$ -	Compliant
1859	Intersection of Ivy Rose Dr and cul-de-sac accessible ramp (Lat. 36.0488; Long.-83.8886)	$ 1,400	5
1863	Intersection of Maynardville Pike and driveway (Lat. 36.0999; Long. -83.9119)	$ 1,700	5
1869	Intersection of Maynardville Pike and driveway (Lat. 36.0970; Long. -83.9148)	$ 3,200	5
1872	Intersection of Maynardville Pike and driveway (Lat. 36.0963; Long. -83.9154)	$ 5,900	5
1874	Intersection of Maynardville Pike and Dianas Hair Place (Lat. 36.0953; Long. -83.9165)	$ 4,500	5
1876	Intersection of Maynardville Pike and DCS (Lat. 36.0946; Long. -83.9171)	$ 4,500	5
1877	Intersection of Maynardville Pike and Sanders Plumbing (Lat. 36.0944; Long. -83.9174)	$ 4,500	5
1879	Intersection of Maynardville Pike and Humphreys Small Engine (Lat. 36.0949; Long. -83.9168)	$ 3,200	5
1881	Intersection of Maynardville Pike and Carport Store (Lat. 36.0937; Long. -83.918)	$ 4,500	5
1882	Intersection of Maynardville Pike and Tractor Supply (Lat. 36.0933; Long. -83.9184)	$ 3,100	5
1884	Intersection of Maynardville Pike and Tractor Supply (Lat. 36.0929; Long. -83.9188)	$ 4,500	2
1885	Intersection of Maynardville Pike and driveway (Lat. 36.0926; Long. -83.9191)	$ 4,500	2
1886	Intersection of Maynardville Pike and Cantrell Agencies (Lat. 36.0921; Long. -83.9196)	$ 4,500	2
1887	Intersection of Maynardville Pike and Temple Acres Dr	$ 29,100	3
1888	Intersection of Maynardville Pike and Christ United Methodist (Lat. 36.0908; Long. -83.9208)	$ 7,200	2
1889	Intersection of Maynardville Pike and Huttons (Lat. 36.0898; Long. -83.9218)	$ 7,200	2
1890	Intersection of Maynardville Pike and Enterprise (Lat. 36.0896; Long. -83.922)	$ 5,100	2
1891	Intersection of Maynardville Pike and Lux Auto Centre (Lat. 36.0893; Long. -83.9223)	$ 3,100	2
1893	Intersection of Maynardville Pike and Post Office (Lat. 36.0890; Long. -83.9226)	$ 4,500	2
1894	Intersection of Maynardville Pike and Weigels (Lat. 36.0887; Long. -83.9229)	$ 5,800	2
1895	Intersection of Maynardville Pike and Post Office (Lat. 36.0883; Long. -83.9232)	$ 4,500	2
1897	Intersection of Greenscape Dr and Edenfield Dr (Lat.36.0959; Long.-83.9356)	$ 28,500	5
1898	Intersection of Greenscape Dr and Edenfield Dr (Lat.36.0944; Long.-83.9348)	$ 28,600	5

GPS ID	Project Name	Cost Projection	Priority
1899	Intersection of Greenscape Dr and McCloud Rd	$ 23,200	9
1900	Intersection of Andersonville Pike and Halls Elementary School Entrance (Lat. 36.0881; Long. -83.933)	$ 2,600	3
1901	Intersection of Andersonville Pike and Northgate Dr	$ 8,700	9
1902	Intersection of Andersonville Pike and Greenway Trail (Lat. 36.0871; Long. -83.9319)	$ -	Compliant
1904	Intersection of Tennessee 71 and ALDI (Lat.36.0837; Long.-83.9358)	$ 3,200	9
1905	Intersection of Emory Rd and Kingdom Hall (Lat. 36.0829; Long. -83.935)	$ 4,300	5
1906	Intersection of Emory Rd and Shalimar Point Way	$ 33,200	2
1907	Intersection of Emory Rd and Lena Ln	$ 50,800	5
1908	Intersection of Emory Rd and Cathy Rd	$ 38,300	5
1909	Intersection of Emory Rd and driveway (Lat.36.0819; Long.-83.9378)	$ 5,600	5
1912	Intersection of Emory Rd and Majestic Ln	$ 37,000	5
1913	Intersection of Emory Rd and Santeelah Ln	$ 42,400	5
1914	Intersection of Emory Rd and driveway (Lat. 36.0810; Long. -83.9406)	$ -	Compliant
1915	Intersection of Emory Rd and driveway (Lat. 36.0808; Long. -83.9412)	$ 1,500	5
1916	Intersection of Emory Rd and Elegant Ln	$ 30,500	5
1917	Intersection of Emory Rd and Mayes Chapel Rd	$ 29,600	5
1918	Intersection of Emory Rd and Living Waters Baptist (Lat. 36.0794; Long. -83.9453)	$ 2,300	2
1919	Intersection of Emory Rd and Living Waters Baptist (Lat. 36.0791; Long. -83.9458)	$ -	Compliant
1920	Intersection of Emory Rd and Monroe Ln	$ 36,900	5
1923	Intersection of Emory Rd and driveway (Lat. 36.0762; Long. -83.9501)	$ 1,500	5
1924	Intersection of Emory Rd and driveway (Lat. 36.0760; Long. -83.9505)	$ 300	5
1925	Intersection of Emory Rd and driveway (Lat. 36.0758; Long. -83.9509)	$ 4,200	5
1926	Intersection of Emory Rd and driveway (Lat. 36.0756; Long. -83.9513)	$ 1,500	5
1927	Intersection of Emory Rd and driveway (Lat. 36.0755; Long. -83.9515)	$ 2,900	5
1928	Intersection of Emory Rd and Pelleaux Rd	$ 29,000	5
1931	Intersection of Emory Rd and Birdie Ln (Lat. 36.0747; Long. -83.9528)	$ 30,600	5
1932	Intersection of Emory Rd and driveway (Lat. 36.0745; Long. -83.9533)	$ 2,800	5
1933	Intersection of Emory Rd and driveway (Lat. 36.0742; Long. -83.9537)	$ 2,800	5
1934	Intersection of Emory Rd and Windy Knoll Dr	$ 39,400	5
1935	Intersection of Emory Rd and driveway (Lat. 36.0737; Long. -83.9545)	$ 2,800	5
1936	Intersection of Emory Rd and Blueberry Rd	$ 41,800	5
1937	Intersection of Emory Rd and Exxon (Lat. 36.0478; Long. -84.0023)	$ 17,000	5
1938	Intersection of Emory Rd and Exxon (Lat. 36.0475; Long. -84.0026)	$ 11,600	5
1939	Intersection of Emory Rd and Super 8 / Shell (Lat. 36.0473; Long. -84.0029)	$ 11,600	5
1940	Intersection of Emory Rd and Waffle House (Lat. 36.0472; Long. -84.0030)	$ 4,500	5
1942	Intersection of Emory Rd and Hardees (Lat. 36.0470; Long. -84.0033)	$ 4,500	5
1943	Intersection of Emory Rd and Hardees (Lat. 36.0468; Long. -84.0036)	$ 4,600	5
1944	Intersection of Emory Rd and Saddlebrooke Dr	$ 35,200	2
1946	Intersection of Emory Rd and Emory Pointe Ln	$ 37,100	5
1947	Intersection of Emory Rd and driveway (Lat. 36.0731; Long. -83.9554)	$ 300	5
1949	Intersection of Emory Rd and driveway (Lat. 36.0730; Long. -83.9558)	$ 2,800	5
1950	Intersection of Emory Rd and driveway (Lat. 36.0728; Long. -83.9564)	$ 2,900	5
1951	Intersection of Emory Rd and Dixon Springs Ln	$ 33,600	5
1954	Intersection of Emory Rd and driveway (Lat. 36.0735; Long. -83.9594)	$ 1,700	5
1956	Intersection of Emory Rd and Greenwell Rd	$ 34,000	5
1957	Intersection of Emory Rd and driveway (Lat. 36.0726; Long. -83.9626)	$ 2,800	5
1958	Intersection of Emory Rd and driveway (Lat. 36.0725; Long. -83.9628)	$ 1,500	5
1959	Intersection of Emory Rd and Hoff Ln	$ 29,000	5
1960	Intersection of Emory Rd and driveway (Lat. 36.0715; Long. -83.9642)	$ 2,900	5
1961	Intersection of Emory Rd and driveway (Lat. 36.0713; Long. -83.9649)	$ 4,200	5
1962	Intersection of Emory Rd and driveway (Lat. 36.0707; Long. -83.9661)	$ 300	5
1963	Intersection of Emory Rd and driveway (Lat. 36.0703; Long. -83.9668)	$ 1,400	5
1964	Intersection of Emory Rd and driveway (Lat. 36.0698; Long. -83.9673)	$ 1,500	5
1965	Intersection of Emory Rd and driveway (Lat. 36.0694; Long. -83.9677)	$ 2,800	5

GPS ID	Project Name	Cost Projection	Priority
1967	Intersection of Emory Rd and driveway (Lat. 36.0690; Long. -83.9681)	$ 1,400	5
1970	Intersection of Emory Rd and driveway (Lat. 36.0684; Long. -83.9689)	$ 300	5
1972	Intersection of Emory Rd and driveway (Lat. 36.0682; Long. -83.9692)	$ -	Compliant
1973	Intersection of Emory Rd and Butcher Ln	$ 1,500	5
1974	Intersection of Emory Rd and driveway (Lat. 36.0676; Long. -83.9701)	$ -	Compliant
1977	Intersection of Emory Rd and driveway (Lat. 36.0669; Long. -83.9712)	$ 4,200	5
1980	Intersection of Emory Rd and driveway (Lat. 36.0664; Long. -83.9718)	$ 4,200	5
1981	Intersection of Emory Rd and driveway (Lat. 36.0663; Long. -83.9720)	$ 1,500	5
1983	Intersection of Emory Rd and Morris Rd	$ 50,500	5
1985	Intersection of Emory Rd and driveway (Lat. 36.0651; Long. -83.9737)	$ 1,400	13
1987	Intersection of Emory Rd and Gracemont Blvd	$ 66,000	2
1989	Intersection of Emory Rd and Ogg Rd	$ 44,800	5
1990	Intersection of Emory Rd and driveway (Lat. 36.0623; Long. -83.978)	$ 1,400	5
1991	Intersection of Emory Rd and Grujos (Lat. 36.0625; Long. -83.9778)	$ 1,400	5
1992	Intersection of Emory Rd and Automotive Repair Service (Lat. 36.0624; Long. -83.9779)	$ 2,900	5
1993	Intersection of Emory Rd and driveway (Lat. 36.0621; Long. -83.9784)	$ 7,200	5
1994	Intersection of Emory Rd and Dollar General Market (Lat. 36.0621; Long. -83.9785)	$ 1,400	13
1995	Intersection of Emory Rd and driveway (Lat. 36.0619; Long. -83.9788)	$ -	Compliant
1996	Intersection of Emory Rd and Volunteer Motor Sales (Lat. 36.0617; Long. -83.9791)	$ 3,200	5
1997	Intersection of Emory Rd and Cedarcrest Rd	$ 45,600	5
1998	Intersection of Emory Rd and driveway (Lat. 36.0635; Long. -83.9761)	$ 4,200	5
2000	Intersection of Emory Rd and driveway (Lat. 36.0633; Long. -83.9764)	$ 4,200	5
2001	Intersection of Emory Rd and driveway (Lat. 36.0630; Long. -83.9769)	$ 9,400	5
2002	Intersection of Emory Rd and driveway (Lat. 36.0629; Long. -83.9771)	$ 8,700	5
2003	Intersection of Emory Rd and driveway (Lat. 36.0628; Long. -83.9772)	$ 2,900	5
2004	Intersection of Emory Rd and Automotive Repair Service (Lat. 36.0625; Long. -83.9777)	$ 2,900	5
2005	Intersection of Emory Rd and Dollar General Market (Lat. 36.0609; Long. -83.9801)	$ 1,400	13
2006	Intersection of Emory Rd and driveway (Lat. 36.0612; Long. -83.9799)	$ 2,800	5
2007	Intersection of Emory Rd and driveway (Lat. 36.0601; Long. -83.9809)	$ 10,900	5
2008	Intersection of Emory Rd and Pedigo Rd (Lat. 36.0596; Long. -83.9814)	$ 42,700	4
2009	Intersection of Emory Rd and Ridge Creek Ln	$ 38,700	5
2010	Intersection of Emory Rd and driveway (Lat. 36.0591; Long. -83.9819)	$ 5,600	5
2011	Intersection of Emory Rd and driveway (Lat. 36.0590; Long. -83.9820)	$ 1,700	5
2013	Intersection of Emory Rd and FMC Dialysis (Lat. 36.0544; Long. -83.9878)	$ 1,400	13
2021	Intersection of Platinum Dr and Zinc Rd	$ -	Compliant
2022	Intersection of Reflection Bay Dr and driveway (Lat. 36.0947; Long. -83.9626)	$ 8,200	5
2023	Intersection of Reflection Bay Dr and Shoregate Ln	$ 25,200	5
2024	Intersection of Shoregate Ln and Villa Grande Ln	$ 15,400	5
2025	Intersection of Reflection Bay Dr and Oasis Ln	$ 13,300	5
2026	Intersection of Harbor Cove Dr and Cypress Point	$ 17,300	5
2027	Intersection of Cypress Point and Bay Gardens Ln	$ 15,100	5
2028	Intersection of Harbor Cove Dr and Cypress Point Ln	$ 13,600	5
2029	Intersection of Green Heron Blvd and Harbor Cove Dr	$ 11,400	5
2030	Intersection of Lake Village Cir and Green Heron Blvd	$ 3,600	5
2031	Intersection of Lake Village Cir and Timberbrook Ln	$ 45,400	5
2032	Intersection of Lake Village Cir and Pebble Point Ln	$ 40,100	5
2033	Intersection of Lake Village Cir and Crystal Point Dr	$ 23,200	5
2034	Intersection of Surfside Shores Ln and Dolphin Harbor Rd	$ 8,300	5
2035	Intersection of Harbor Cove Dr and Path to Lake (Lat. 36.0924; Long. -83.9708)	$ 15,400	5
2036	Intersection of Surfside Shores Ln and Path to Lake (Lat. 36.0923; Long. -83.9716)	$ 1,400	13

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2037	Intersection of Crystal Point Dr and Moon Shores Dr	$ 27,800	5
2038	Intersection of Bluestone Ln and Zinc Rd	$ 15,600	5
2039	Intersection of Platinum Dr and Nugget Rd	$ 22,200	5
2040	Intersection of Mahogany Ln and Cambridge Shores Ln	$ 27,700	5
2041	Intersection of Green Summers Rd and Port Royal Ln	$ 15,400	5
2042	Intersection of Surfside Shores Ln and Kiva Dunes Ln	$ 8,100	5
2043	Intersection of Saddlebrooke Dr and Clays Mills Ct	$ 18,500	6
2044	Intersection of Saddlebrooke Dr and Bold Meadows Ct	$ 17,800	6
2045	Intersection of Bold Meadows Ct and Bellcastle Ct	$ 24,200	6
2046	Intersection of Saddlebrooke Dr and Birdlebrooke Dr	$ 17,600	6
2047	Intersection of Birdlebrooke Dr and Willow Spring Dr	$ 24,400	6
2048	Intersection of Saddlebrooke Dr and Spindletop Ct	$ 24,700	6
2049	Intersection of Saddlebrooke Dr and Wedgefield Dr	$ 17,600	6
2050	Intersection of Wedgefield Dr and Monroe Ln	$ 12,500	6
2052	Intersection of Maynardville Pike and OReilly (Lat. 36.0736; Long. -83.9278)	$ 9,900	5
2053	Intersection of Maynardville Pike and KMart (Lat. 36.0733; Long. -83.9277)	$ 19,700	5
2054	Intersection of Maynardville Pike and Walgreen (Lat. 36.0731; Long. -83.9277)	$ 1,400	13
2055	Intersection of Maynardville Pike and Wendys (Lat. 36.0721; Long. -83.9276)	$ 4,500	5
2056	Intersection of Maynardville Pike and Wendys (Lat. 36.0720; Long. -83.9276)	$ 4,500	5
2057	Intersection of Maynardville Pike and Pilot (Lat. 36.0717; Long. -83.9275)	$ 15,300	5
2062	Intersection of Maynardville Pike and Grocery Outlet (Lat. 36.0705; Long. -83.9274)	$ 9,100	6
2066	Intersection of Maynardville Pike and Check Into Cash (Lat. 36.0697; Long. -83.9273)	$ 1,400	13
2067	Intersection of Maynardville Pike and Krystal (Lat. 36.0693; Long. -83.9272)	$ 1,400	13
2068	Intersection of Maynardville Pike and Krystal (Lat. 36.0691; Long. -83.9272)	$ 1,400	13
2070	Intersection of Maynardville Pike and Volunteer Eyecare (Lat. 36.0688; Long. -83.9271)	$ 8,300	5
2071	Intersection of Maynardville Pike and Computer Repair Service (Lat. 36.0686; Long. -83.9271)	$ 1,400	13
2072	Intersection of Maynardville Pike and North Place (Lat. 36.0682; Long. -83.9270)	$ 19,300	2
2073	Intersection of Maynardville Pike and Dominos (Lat. 36.0678; Long. -83.9269)	$ 4,500	5
2074	Intersection of Bob Varner Rd and Orchard Creek Ln	$ 23,200	5
2075	Intersection of Brown Gap Rd and Bob Varner Rd	$ 12,200	5
2076	Intersection of Kresterbrooke Blvd and Windingbrooke Ln	$ -	Compliant
2077	Intersection of Kresterbrooke Blvd and Morningbrooke Rd	$ -	Compliant
2078	Intersection of Horsestall Dr and Shannon Valley Farms (Lat. 36.0584; Long. -83.8807)	$ 4,100	5
2079	Intersection of Horsetail Dr and Dawn Oaks Ln	$ 23,300	5
2080	Intersection of Horsestall Dr and Shannon Valley Farms Clubhouse (Lat. 36.0602; Long. -83.8786)	$ 11,700	5
2081	Intersection of Horsestall Dr and Shannon Valley Farms Clubhouse (Lat. 36.0612; Long. -83.8791)	$ 16,400	5
2082	Intersection of Shannon Valley Farms Blvd and Horsetail Dr	$ 10,800	5
2083	Intersection of Shannon Valley Farms Blvd and Cornsilk Dr	$ 16,400	5
2084	Intersection of Shannon Valley Farms Blvd and Jade Pasture Ln	$ 33,800	5
2086	Intersection of Shannon Valley Farms Blvd and Fresh Garden Dr	$ 29,800	5
2087	Intersection of Fresh Garden Dr and Aromatic Aster Rd	$ 10,900	5
2088	Intersection of Cornsilk Dr and Fresh Garden Dr	$ 23,000	5
2089	Intersection of Jade Pasture Ln and driveway (Lat. 36.0652; Long. -83.8789)	$ 12,200	5
2090	Intersection of Aromatic Aster Rd and Jade Pasture Ln	$ 24,600	5
2091	Intersection of Jade Pasture Ln and Cornsilk Dr	$ 29,800	5

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2092	Intersection of Jade Pasture Ln and cul-de-sac accessible ramp (Lat. 36.0627; Long.-83.8773)	$ 4,200	5
2093	Intersection of Horsetail Dr and Sunday Silence Dr	$ 33,000	5
2094	Intersection of Sunday Silence Dr and Creek Rock Ln	$ 16,900	5
2095	Intersection of Horsetail Dr and Gallant Ln	$ 23,800	5
2096	Intersection of Gallant Ln and Golden Gate Rd	$ 14,000	5
2097	Intersection of Gallant Ln and Creek Rock Ln	$ 36,500	5
2098	Intersection of Horsetail Dr and Golden Gate Rd	$ 25,700	5
2099	Intersection of Fountainhead Ln and Lindsey Blair Ln	$ 24,800	5
2100	Intersection of Fountainhead Ln and Cadence Ln	$ 17,700	5
2101	Intersection of Fountainhead Ln and Olivia Carson Ln	$ 12,300	5
2102	Intersection of Fountainhead Ln and Subdivision Entrance (Lat. 36.0504; Long. -83.8979)	$ 8,300	5
2104	Intersection of Dry Gap Pike and Wiegels (Lat. 36.0623; Long. -83.9772)	$ 2,400	5
2106	Intersection of Dry Gap Pike and Wiegels (Lat. 36.0621; Long. -83.9769)	$ 9,900	5
2108	Intersection of Dry Gap Pk and Emerald Pointe Ln	$ 14,300	2
2112	Intersection of Dry Gap Pike and Brickey McCloud Elementary (Lat. 36.0596; Long. -83.9742)	$ 48,000	2
2113	Intersection of Dry Gap Pike and KUB Electric Station (Lat. 36.0593; Long. -83.9739)	$ 4,300	5
2117	Intersection of Dry Gap Pike and Chariot Lane (Lat. 36.0570; Long. -83.9715)	$ 24,800	5
2118	Intersection of Dry Gap Pike and driveway (Lat. 36.0566; Long. -83.9711)	$ 2,800	5
2119	Intersection of Dry Gap Pike and driveway (Lat. 36.0563; Long. -83.9708)	$ 1,500	5
2120	Intersection of Dry Gap Pike and Vacant Business (Lat. 36.0563; Long. -83.9707)	$ 5,700	5
2121	Intersection of Dry Gap Pike and Sunoco (Lat. 36.0562; Long. -83.9706)	$ 5,700	5
2122	Intersection of Dry Gap Pike and Crossfit (Lat. 36.0556; Long. -83.9701)	$ 4,500	5
2123	Intersection of Dry Gap Pike and driveway (Lat. 36.0552; Long. -83.9697)	$ -	Compliant
2124	Intersection of Dry Gap Pike and driveway (Lat. 36.0546; Long. -83.969)	$ -	Compliant
2125	Intersection of Brickey McCloud Elementary School and crosswalk (Lat. 36.0612; Long. -83.9722)	$ 10,700	3
2126	Intersection of Autumn Path Ln and Ashby Field Ln	$ 51,100	5
2127	Intersection of Durham Park Ln and Fountain City Rd	$ 10,500	13
2128	Intersection of Shadow Creek Ln and Council Fire Dr	$ 25,400	6
2129	Intersection of Shadow Creek Ln and Crumley Ln	$ 42,500	5
2130	Intersection of Council Fire Dr and Shinnecock Ln	$ 20,700	5
2134	Intersection of Emory Rd and Up N Smoke (Lat. 36.0567; Long. -83.9857)	$ 1,400	13
2135	Intersection of Emory Rd and Up N Smoke (Lat. 36.0564; Long. -83.9864)	$ 4,500	5
2136	Intersection of Emory Rd and Brusters (Lat. 36.0562; Long. -83.9867)	$ 1,400	13
2137	Intersection of Emory Rd and Janice Anns Fashions (Lat. 36.0560; Long. -83.9870)	$ 1,400	13
2140	Intersection of Emory Rd and Taggart Ln	$ 30,600	5
2141	Intersection of Emory Rd and Sulak Chiropractic (Lat. 36.0539; Long. -83.9881)	$ 5,800	5
2142	Intersection of Emory Rd and Sulak Chiropractic (Lat. 36.0535; Long. -83.9886)	$ 1,400	13
2143	Intersection of Emory Rd and La Petit (Lat. 36.0533; Long. -83.9888)	$ 1,400	13
2144	Intersection of Emory Rd and UT Federal Credit Union (Lat. 36.0532; Long. -83.9891)	$ 11,200	2
2147	Intersection of Emory Rd and Riggs Drug (Lat. 36.0515; Long. -83.9919)	$ 4,500	2
2148	Intersection of Emory Rd and Barnett Way (Lat. 36.0515; Long. -83.992)	$ 24,900	5
2149	Intersection of Emory Rd and First Claiborne Bank (Lat. 36.0514; Long. -83.9921)	$ 4,500	2
2150	Intersection of Emory Rd and Regions Bank (Lat. 36.0512; Long. -83.9926)	$ 1,400	13
2152	Intersection of Emory Rd and North Knoxville Medical Center (Lat. 36.0502; Long. -83.9961)	$ 2,900	2

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2153	Intersection of Emory Rd and Max Air Trampoline (Lat. 36.0458; Long. -84.0049)	$ 7,200	5
2154	Intersection of Emory Rd and driveway (Lat. 36.0457; Long. -84.0051)	$ 4,500	5
2156	Intersection of Emory Rd and driveway (Lat. 36.0451; Long. -84.0059)	$ 10,500	5
2157	Intersection of Emory Rd and driveway (Lat. 36.0449; Long. -84.0062)	$ 2,500	9
2158	Intersection of Emory Rd and Family Practice (Lat. 36.0442; Long. -84.0071)	$ 4,600	2
2159	Intersection of Emory Rd and driveway (Lat. 36.0442; Long. -84.0072)	$ 4,600	2
2161	Intersection of Emory Rd and driveway (Lat. 36.0439; Long. -84.0075)	$ 1,900	5
2163	Intersection of Emory Rd and Computer Depot (Lat. 36.0434; Long. -84.008)	$ 4,500	5
2164	Intersection of Emory Rd and Pools By Heritage (Lat. 36.0433; Long. -84.0082)	$ 4,500	5
2165	Intersection of Emory Rd and Home Federal Bank (Lat. 36.0432; Long. -84.0083)	$ 4,500	5
2166	Intersection of Emory Rd and Home Federal Bank (Lat. 36.0428; Long. -84.0087)	$ 4,500	5
2167	Intersection of Emory Rd and Peoples Bank (Lat. 36.0419; Long. -84.0095)	$ 4,500	5
2168	Intersection of Emory Rd and driveway (Lat. 36.0417; Long. -84.0098)	$ 2,900	5
2169	Intersection of Emory Rd and Vintage apartments (Lat. 36.0403; Long. -84.0110)	$ 7,600	9
2172	Intersection of Emory Rd and church (Lat. 36.0388; Long. -84.0129)	$ 4,500	2
2173	Intersection of Emory Rd and library (Lat. 36.0383; Long. -84.0137)	$ 3,200	2
2174	Intersection of Emory Rd and Granville Conner Rd	$ 40,600	2
2176	Intersection of Emory Rd and Windwood Dr	$ 35,400	2
2179	Intersection of Emory Rd and driveway (Lat. 36.0363; Long. -84.0168)	$ 2,900	5
2180	Intersection of Emory Rd and Gill Rd	$ 34,200	5
2182	Intersection of Emory Rd and driveway (Lat. 36.0360; Long. -84.0174)	$ 4,200	5
2183	Intersection of Emory Rd and driveway (Lat. 36.0360; Long. -84.0175)	$ 2,900	5
2184	Intersection of Emory Rd and driveway (Lat. 36.0359; Long. -84.0178)	$ 2,800	5
2185	Intersection of Emory Rd and driveway (Lat. 36.0358; Long. -84.0179)	$ 2,800	5
2186	Intersection of Emory Rd and driveway (Lat. 36.0357; Long. -84.0182)	$ 1,700	5
2188	Intersection of Emory Rd and Summit Medical (Lat. 36.0285; Long. -84.0322)	$ 2,900	5
2190	Intersection of Emory Rd and Camden Rd (Lat. 36.0280; Long. -84.0328)	$ 3,600	2
2191	Intersection of Emory Rd and Lancashire Blvd	$ 10,100	13
2192	Intersection of Emory Rd and driveway (Lat. 36.0233; Long. -84.0391)	$ 1,600	5
2193	Intersection of Emory Rd and Berkshire Blvd	$ 10,000	13
2194	Intersection of Emory Rd and driveway (Lat. 36.0218; Long. -84.0419)	$ 4,400	2
2195	Intersection of Emory Rd and driveway (Lat. 36.0217; Long. -84.0424)	$ 1,500	2
2196	Intersection of Emory Rd and driveway (Lat. 36.0216; Long. -84.0427)	$ 11,000	2
2197	Intersection of Emory Rd and Staffordshire Blvd	$ 12,800	2
2198	Intersection of Conner Rd and Wendys (Lat. 36.0503; Long. -83.9979)	$ 5,700	5
2199	Intersection of Conner Rd and McDonalds (Lat. 36.0506; Long. -83.9981)	$ 12,700	2
2200	Intersection of Conner Rd and Holiday Inn (Lat. 36.0509; Long. -83.9984)	$ 14,000	5
2201	Intersection of Conner Rd and Country Inn (Lat. 36.051; Long. -83.9986)	$ 22,400	5
2202	Intersection of Conner Rd and Country Inn (Lat. 36.0512; Long. -83.9989)	$ 15,400	5
2203	Intersection of Conner Rd and Ridenour Construction (Lat. 36.0528; Long. -84.0005)	$ 2,900	5
2204	Intersection of Conner Rd and Ridenour Construction (Lat. 36.0532; Long. -84.0007)	$ 2,900	5
2205	Intersection of Conner Rd and Conner Pointe (Lat. 36.0539; Long. -84.0011)	$ 5,600	5
2206	Intersection of Conner Rd and Conner Pointe (Lat. 36.0544; Long. -84.0014)	$ 2,900	5
2207	Intersection of Conner Rd and Dannaher Dr	$ 44,000	2
2208	Intersection of Conner Rd and Southeast Eye Center (Lat. 36.0558; Long. -84.0021)	$ 2,300	9
2209	Intersection of Dannaher Dr and Summit Medical Group (Lat. 36.0556; Long. -84.0013)	$ 5,000	9
2210	Intersection of Dannaher Dr and Southeast Eye Center (Lat. 36.0556; Long. -84.0012)	$ 5,700	9
2211	Intersection of Dannaher Dr and driveway (Lat. 36.0564; Long. -84.0002)	$ 5,000	2

GPS ID	Project Name	Cost Projection	Priority
2212	Intersection of Dannaher Dr and Morning Pointe (Lat. 36.0567; Long. -83.9989)	$ 1,400	13
2213	Intersection of Dannaher Dr and Knoxville Medical (Lat. 36.0552; Long. -83.9967)	$ 900	9
2214	Intersection of Dannaher Dr and Knoxville Medical (Lat. 36.0541; Long. -83.9964)	$ 5,800	13
2215	Intersection of Powell Dr and Food City (Lat. 36.0172; Long. -84.0465)	$ 2,900	5
2216	Intersection of Powell Dr and Travisco (Lat. 36.0168; Long. -84.0466)	$ 7,500	5
2217	Intersection of Powell Dr and Advance AutoParts (Lat. 36.0167; Long. -84.0467)	$ 4,400	5
2218	Intersection of Clinton Hwy and Walgreens (Lat. 36.0162; Long. -84.0478)	$ 3,000	5
2219	Intersection of Clinton Hwy and Advance AutoParts (Lat. 36.0158; Long. -84.0459)	$ 5,900	5
2220	Intersection of Clinton Hwy and Travisco (Lat. 36.0157; Long. -84.0453)	$ 5,100	6
2233	Intersection of Dutchtown Rd and driveway	$ 3,000	5
2234	Intersection of Dutchtown Rd and Dunbarton Ln	$ 12,400	5
2235	Intersection of Park Village Rd and Dutchtown Rd / Parktop Ln NW	$ 22,800	9
2236	Intersection of Powell Dr and driveway	$ 2,900	5
2237	Intersection of Powell Dr and driveway	$ 1,600	5
2238	Intersection of Powell Dr and driveway	$ 1,500	5
2239	Intersection of Powell Dr and driveway	$ -	Compliant
2240	Intersection of Powell Dr and driveway	$ 2,900	5
2241	Intersection of Powell Dr and driveway	$ 2,900	5
2242	Intersection of Sailpointe Ln and Sawgrass Rd	$ 2,800	9
2243	Intersection of Sailpointe Ln and Hidden Deer Ln	$ 1,600	9
2244	Intersection of Sawgrass Rd and Hidden Deer Ln	$ 6,800	7
2245	Intersection of Sailpointe Ln and Seahawk Ln	$ 5,500	5
2246	Intersection of Choto Rd and Amberset Dr	$ 15,200	5
2247	Intersection of S Northshore Dr and driveway (Lat. 35.8304; Long.-84.1670)	$ 14,500	5
2248	Intersection of Choto Rd and S Northshore Dr	$ 43,100	5
2249	Intersection of Choto Rd and Choto Mill Ln	$ 19,300	5
2250	Intersection of Choto Mill Ln and midblock crossing (Lat. 35.8279; Long.-84.1652)	$ 5,800	6
2251	Intersection of School Access and driveway (Lat. 35.9343; Long.-84.1813)	$ 10,100	5
2252	Intersection of School Access and driveway (Lat. 35.9349; Long.-84.1818)	$ 10,100	2
2253	Intersection of Westland Dr and Garrison Ridge Blvd / Heritage Lake Blvd	$ 3,500	13
2262	Intersection of Avashire Ln and Piperton Ln	$ 8,200	5
2263	Intersection of Golden Cloud Ln / Summer Rain Dr and Gray Hendrix Rd	$ 26,800	6
2264	Intersection of Silent Springs Ln and Summer Rain Dr	$ 23,300	6
2265	Intersection of Silent Springs Ln and Ivory Tower Dr	$ 22,800	5
2266	Intersection of Ivory Tower Dr and Sparkling Star Ln	$ 5,300	5
2267	Intersection of Ivory Tower Dr and Clinging Vine Ln	$ 8,600	5
2269	Intersection of Pleasant Ridge Rd and driveway	$ 10,100	2
2270	Intersection of Pleasant Ridge Rd and NW Park Dr	$ 7,800	2
2281	Intersection of Carnegie Way and Affinity Way	$ 14,200	5
2282	Intersection of Maynardville Pike and driveway (Lat. 36.0973; Long. -83.9145)	$ 8,300	5
2283	Intersection of Maynardville Pike and driveway (Lat. 36.101; Long. -83.9109)	$ 2,900	5
2284	Intersection of Maynardville Pike and driveway (Lat. 36.1005; Long. -83.9114)	$ 1,700	5
2285	Intersection of Maynardville Pike and driveway (Lat. 36.0972; Long. -83.9147)	$ 2,900	5
2286	Intersection of Maynardville Pike and driveway (Lat. 36.0677; Long. -83.9269)	$ 12,900	5
2287	Intersection of Maynardville Pike and Quarry Rd	$ 17,400	5
2288	Intersection of Maynardville Pike and driveway (Lat. 36.1012; Long. -83.9107)	$ 9,900	5

GPS ID	Project Name	Cost Projection	Priority
2290	Intersection of Maynardville Pike and driveway (Lat. 36.0997; Long. -83.9121)	$ 2,900	5
2291	Intersection of Maynardville Pike and driveway (Lat. 36.0990; Long. -83.9128)	$ 1,700	5
2292	Intersection of Maynardville Pike and driveway (Lat. 36.0988; Long. -83.9130)	$ 4,900	5
2293	Intersection of Maynardville Pike and driveway (Lat. 36.0982; Long. -83.9136)	$ 5,900	5
2294	Intersection of Maynardville Pike and Willow Creek Auto Sales (Lat. 36.0976; Long. -83.9142)	$ 4,500	5
2295	Intersection of Maynardville Pike and Buckeye Storage (Lat. 36.0965; Long. -83.9152)	$ 4,500	5
2296	Intersection of Lovell Rd and driveway (Lat. 35.9046; Long. -84.1431)	$ 2,100	5
2297	Intersection of Lovell Rd and driveway (Lat. 35.9047; Long. -84.1433)	$ 1,400	13
2298	Intersection of Lovell Rd and driveway (Lat. 35.905; Long. -84.1436)	$ 4,600	5
2299	Intersection of Lovell Rd and driveway (Lat. 35.9051; Long. -84.1438)	$ 1,400	13
2300	Intersection of Lovell Rd and driveway (Lat. 35.9048; Long. -84.1432)	$ 1,400	13
2301	Intersection of Lovell Rd and driveway (Lat. 35.9045; Long. -84.1429)	$ 4,400	5
2302	Intersection of Lovell Rd and driveway (Lat. 35.9041; Long. -84.1424)	$ 7,100	5
2303	Intersection of Lovell Rd and driveway (Lat. 35.9038; Long. -84.1419)	$ 10,000	5
2304	Intersection of Lovell Rd and driveway (Lat. 35.9285; Long.-84.1478)	$ 1,700	5
90000	Intersection of Valley Vista Rd and vacant Lot (Lat. 35.9409; Long. -84.1558)	$ 10,100	5
90001	Intersection of Rustic Bridge Trail and driveway (Lat.35.9227; Long.-84.2195)	$ 5,500	5
90003	Intersection of Hardin Valley Rd and N Campbell Station Rd	$ 5,500	5
90004	Intersection of Lancaster Ridge Dr and Dorset Hill Ln	$ 21,100	5
90008	Intersection of Carter School Rd and driveway (Lat.36.0261; Long.-83.7195)	$ 17,600	2
90009	Intersection of Pear Wood Dr and Poplar Wood Dr	$ 25,100	5
90010	Intersection of Point Wood Dr and cul-de-sac accessible ramp (Lat. 35.8883; Long.-83.8892)	$ 4,200	5
90011	Intersection of Douglas Wood Ln and Koto Wood Ct	$ 24,300	5
90012	Intersection of Douglas Wood Ln and cul-de-sac accessible ramp (Lat. 35.8875; Long.-83.8889)	$ 7,000	5
90013	Intersection of Lovell Rd and parking Lot (Lat. 35.9083; Long. -84.14798)	$ 4,500	5
90014	Intersection of Lovell Rd and driveway (Lat. 35.9087; Long. -84.1485)	$ 4,400	5
90015	Intersection of Lovell Rd and driveway (Lat. 35.909; Long. -84.1488)	$ 4,400	5
90016	Intersection of Lovell Rd and Cornerstone Dr	$ 51,200	2
90017	Intersection of Lovell Rd and Westgate Christian Church (North) (Lat.35.9243; Long.-84.1489)	$ 7,200	5
90018	Intersection of Lovell Rd and driveway (Lat.35.9303; Long.-84.1471)	$ 3,200	5
90019	Intersection of Lovell Rd and empty lot (Lat.35.9293; Long.-84.1476)	$ 8,900	5
90020	Intersection of Dutchtown Rd and empty lot (Lat.35.9273; Long.-84.1052)	$ 2,800	5
90021	Intersection of Dutchtown Rd and front yard (Lat.35.9273; Long.-84.1051)	$ 5,600	5
90022	Intersection of Dutchtown Rd and driveway (Lat.35.9275; Long.-84.1116)	$ 11,600	2
90023	Intersection of Dutchtown Rd and driveway (Lat.35.9275; Long.-84.1117)	$ 13,300	2
90024	Intersection of Dutchtown Rd and driveway (Lat.35.9275; Long.-84.1089)	$ 22,500	2
90025	Intersection of Dutchtown Rd and driveway (Lat.35.9276; Long.-84.1127)	$ 4,200	5
90026	Intersection of Dutchtown Rd and empty lot (Lat.35.9276; Long.-84.1133)	$ 2,900	5
90027	Intersection of Dutchtown Rd and abandoned house (Lat.35.9276; Long.-84.1138)	$ 8,300	5
90028	Intersection of Dutchtown Rd and driveway (Lat.35.9277; Long.-84.1153)	$ 5,500	2
90029	Intersection of Dutchtown Rd and Hall Dr	$ 36,500	2
90030	Intersection of Dutchtown Rd and driveway (Lat.35.9289; Long.-84.1231)	$ 7,200	2
90031	Intersection of Dutchtown Rd and Mabryhood rd	$ 73,400	5
90032	Intersection of Dutchtown Rd and driveway (Lat.35.9269; Long.-84.0963)	$ 8,300	2
90034	Intersection of Dutchtown Rd and driveway (Lat.35.9291; Long.-84.1238)	$ 8,200	2
90035	Intersection of Dutchtown Rd and driveway (Lat.35.9270; Long.-84.0977)	$ 10,800	5

GPS ID	Project Name	Cost Projection	Priority
90036	Intersection of Dutchtown Rd and driveway (Lat.35.9271; Long.-84.1000)	$ 13,500	5
90037	Intersection of Dutchtown Rd and driveway (Lat.35.9271; Long.-84.1006)	$ 10,800	5
90038	Intersection of Dutchtown Rd and driveway (Lat.35.9286; Long.-84.1272)	$ 2,900	5
90039	Intersection of Dutchtown Rd and driveway (Lat.35.9277; Long.-84.1299)	$ 4,500	5
90040	Intersection of Dutchtown Rd and empty lot (Lat.35.9287; Long.-84.1269)	$ 8,900	5
90041	Intersection of N Cedar Bluff Rd and driveway (Lat.35.9379; Long.-84.0948)	$ 2,900	2
90042	Intersection of N Cedar Bluff Rd and driveway (Lat.35.9372; Long.-84.0948)	$ 2,900	2
90043	Intersection of N Cedar Bluff Rd and driveway (Lat.35.9410; Long.-84.0945)	$ 7,100	2
90044	Intersection of Middlebrook Pike and driveway (Lat.35.9454; Long.-84.1098)	$ 2,900	5
90045	Intersection of Middlebrook Pike and driveway (Lat.35.9538; Long.-84.1244)	$ 4,500	2
90046	Intersection of Middlebrook Pike and driveway (Lat.35.9524; Long.-84.1213)	$ 5,400	2
90047	Intersection of Schaad Rd and empty lot (Lat.35.9844; Long.-84.0478)	$ 2,900	5
90048	Intersection of Schaad Rd and driveway (Lat.35.9813; Long.-84.0513)	$ 2,900	5
90049	Intersection of Schaad Rd and driveway (Lat.35.9803; Long.-84.0535)	$ 2,900	5
90050	Intersection of Schaad Rd and driveway (Lat.35.9799; Long.-84.0540)	$ 4,200	2
90051	Intersection of Schaad Rd and driveway (Lat.35.9797; Long.-84.0542)	$ 4,500	2
90052	Intersection of Schaad Rd and driveway (Lat.35.9901; Long.-84.0433)	$ 2,800	5
90053	Intersection of Schaad Rd and driveway (Lat.35.9787; Long.-84.0556)	$ 4,500	2
90054	Intersection of Schaad Rd and Amherst Elementary School (Lat.35.9780; Long.-84.0567)	$ 7,900	2
90055	Intersection of Schaad Rd and empty lot (Lat.35.9849; Long.-84.0472)	$ 2,900	5
90056	Intersection of Lighted Path Way and Island Bay Ln (Lat.35.9736; Long.-84.0658)	$ 16,200	5
90057	Intersection of Olive Branch Ln and Stars Cove Ln (Lat.35.9738; Long.-84.0630)	$ 13,500	5
90058	Intersection of Island Bay Ln and Copperleaf Dr (Lat.35.9743; Long.-84.0665)	$ 13,800	5
90059	Intersection of Schaad Rd and driveway (Lat.35.9761; Long.-84.0607)	$ 2,900	2
90060	Intersection of Sparkle ln and cul-de-sac accessible ramp (Lat. 35.9774; Long.-84.0649)	$ 1,600	9
90061	Intersection of Schaad Rd and driveway (Lat.35.9761; Long.-84.0602)	$ 4,200	2
90062	Intersection of Summer Grove Ln and cul-de-sac accessible ramp (Lat. 35.9761; Long.-84.0672)	$ 1,600	13
90063	Intersection of Schaad Rd and driveway (Lat.35.9761; Long.-84.0605)	$ 2,900	2
90064	Intersection of Summer Grove Ln and midblock crossing (Lat.35.9766; Long.-84.0644)	$ 12,300	5
90066	Intersection of Whittington Creek Blvd and Regents Park Rd (Lat.35.8769; Long.-84.0527)	$ 77,100	5
90067	Intersection of Schaad Rd and driveway (Lat.35.9800; Long.-84.0538)	$ 3,500	2
90068	Intersection of Schaad Rd and driveway (Lat.35.9839; Long.-84.0484)	$ 2,900	5
90069	Intersection of Meadow Chase Ln and Ridges Meadow Ln (Lat.35.9493; Long.-84.1041)	$ 12,300	5
90071	Intersection of Middlebrook Pike and driveway (Lat.35.9438; Long.-84.0839)	$ 1,400	13
90072	Intersection of Middlebrook Pike and State Farm (Lat.35.9439; Long.-84.0835)	$ 1,400	13
90073	Intersection of Middlebrook Pike and driveway (Lat.35.9446; Long.-84.0820)	$ 4,400	5
90074	Intersection of Middlebrook Pike and driveway (Lat.35.9416; Long.-84.0907)	$ 1,400	13
90075	Intersection of Old Cedar Bluff Rd and Horn of Plenty Restaurant (Lat.35.9410; Long.-84.0919)	$ 1,400	13
90076	Intersection of Phesants Glen Dr and driveway (Lat.35.9470; Long.-84.0798)	$ 1,400	13
90077	Intersection of Phesants Glen Dr and Athletic Fields (Lat.35.9461; Long.-84.0800)	$ 1,400	13
90078	Intersection of S Peters Rd and Proclaiming Christ Always Church (Lat.35.9091; Long.-84.0796)	$ 1,400	13
90079	Intersection of S Peters Rd and driveway (Lat.35.9086; Long.-84.0792)	$ 2,700	13
90080	Intersection of S Peters Rd and driveway (Lat.35.9078; Long.-84.0786)	$ 1,400	13
90081	Intersection of S Peters Rd and driveway (Lat.35.9116; Long.-84.0811)	$ 1,400	13
90082	Intersection of S Peters Rd and driveway (Lat.35.9122; Long.-84.0815)	$ 1,400	13

GPS ID	Project Name	Cost Projection	Priority
90083	Intersection of S Peters Rd and driveway (Lat.35.9071; Long.-84.0781)	$ 1,400	13
90084	Intersection of S Peters Rd and driveway (Lat.35.9123; Long.-84.0815)	$ 1,400	13
90085	Intersection of S Peters Rd and driveway (Lat.35.9069; Long.-84.0780)	$ 1,400	13
90086	Intersection of S Peters Rd and driveway (Lat.35.9125; Long.-84.0816)	$ 1,400	13
90087	Intersection of S Peters Rd and driveway (Lat.35.9120; Long.-84.0814)	$ 1,400	13
90088	Intersection of Olde Colony Trail and driveway (Lat.35.9012; Long.-84.0668)	$ 2,900	5
90089	Intersection of Ebenezer Rd and driveway (Lat.35.9004; Long.-84.0733)	$ 1,400	13
90090	Intersection of Ebenezer Rd and driveway (Lat.35.8969; Long.-84.0713)	$ 1,400	13
90092	Intersection of Olde Colony Trail and Olde Pioneer Trail (Lat.35.9000; Long.-84.0685)	$ 25,200	6
90093	Intersection of Ivy Green Way and parking (Lat.35.9078; Long.-84.0530)	$ 5,100	6
90094	Intersection of Ivy Green Way and Rose Garden Way (Lat.35.9079; Long.-84.0527)	$ 25,300	6
90095	Intersection of Ebenezer Rd and Highbury Way (Lat.35.8783; Long.-84.0646)	$ 25,100	5
90097	Intersection of Ebenezer Rd and driveway (Lat. 35.8812; Long.-84.0647)	$ -	Compliant
90098	Intersection of Ebenezer Rd and Ashmeade Rd	$ 21,700	5
90099	Intersection of Ebenezer Rd and driveway (Lat.35.8662; Long.-84.0616)	$ 1,400	13
90100	Intersection of Ebenezer Rd and driveway (Lat.35.8666; Long.-84.0619)	$ 1,400	13
90101	Intersection of Ebenezer Rd and driveway (Lat.35.8667; Long.-84.0621)	$ 1,400	13
90103	Intersection of Northshore Hills Blvd and Loch View Ct	$ -	Compliant
90104	Intersection of Northshire Hills Blvd and Norlake Cir	$ 15,200	6
90105	Intersection of Westland Dr and driveway (Lat.35.8859; Long.-84.0807)	$ 2,900	5
90106	Intersection of Westland Dr and driveway (Lat.35.8825; Long.-84.0864)	$ 2,800	2
90107	Intersection of Northshore Hills Blvd and Tall Cedars Rd	$ -	Compliant
90108	Intersection of Appaloosa Way and Palomino Way	$ 12,700	6
90109	Intersection of Appaloosa Way and Thoroughbred Way	$ 48,000	5
90110	Intersection of George Williams Rd and driveway (Lat.35.8998; Long.-84.0868)	$ 6,800	5
90111	Intersection of Confederate Dr and driveway (Lat.35.9003; Long.-84.0879)	$ 5,800	5
90112	Intersection of Sweet Amber Rd and Bluegrass Rd (Lat.35.8750; Long.-84.0738)	$ 15,300	5
90113	Intersection of Hawfinch Ln and cul-de-sac accessible ramp (Lat. 35.8904; Long.-84.1005)	$ 4,200	5
90114	Intersection of Windameer Ln and driveway (Lat. 35.9008; Long.-84.1089)	$ 12,000	5
90115	Intersection of Mountain Pass Ln and Gleason Dr (Lat.35.9103; Long.-84.0646)	$ 15,100	5
90116	Intersection of Whisper Trace Ln and Rustic Oak Dr	$ 26,400	5
90118	Intersection of Autumn Trace Dr and Woodland Ridge Ln	$ 38,500	5
90119	Intersection of Emory Rd and driveway (Lat.36.0827; Long.-83.9354)	$ 4,500	5
90120	Intersection of Saddlebrooke Dr and Parrish Hill Ln	$ 18,500	6
90121	Intersection of Willow Spring Dr and driveway (Lat.36.0817; Long.-83.9467)	$ 24,400	6
90122	Intersection of Greenscape Dr and cul-de-sac accessible ramp (Lat. 36.097; Long.-83.9344)	$ 4,300	5
90123	Intersection of Chariot Ln and cul-de-sac accessible ramp (Lat. 36.058; Long.-83.9711)	$ 4,200	5
90124	Intersection of Autumn Path Ln and cul-de-sac accessible ramp (Lat. 36.0572; Long.-83.9629)	$ 6,800	5
90125	Intersection of Woodcove Ln and Watersong Ln	$ 44,400	5
90126	Intersection of Sweet Gate Ln and cul-de-sac accessible ramp (Lat. 35.8337; Long.-84.1806)	$ 1,400	5
90127	Intersection of Watergrove Dr and driveway (Lat. 35.8318; Long. -84.1848)	$ 4,400	5
90128	Intersection of Edgebrook Way and driveway (Lat. 35.8302; Long. -84.1836)	$ 5,600	5
90130	Intersection of Peach View Dr and driveway (Lat. 35.8318; Long. -84.1816)	$ 5,100	6
90131	Intersection of Distant View Ln and cul-de-sac accessible ramp (Lat. 35.8396; Long.-84.1758)	$ 1,800	6
90132	Intersection of Distant View Ln and midblock crossing (Lat. 35.8378; Long. -84.179)	$ 12,500	6
90133	Intersection of Mallard Bay Dr and driveway (Lat. 35.8417; Long. -84.1774)	$ 8,600	5

GPS ID	Project Name	Cost Projection	Priority
90134	Intersection of Fredericksburg Blvd and midblock crossing (Lat. 35.8417; Long. -84.1651)	$ 13,000	5
90139	Intersection of Maynardville Pike and Knoxville TVA Credit Union (Lat. 36.0891; Long. -83.9225)	$ 3,100	2
90140	Intersection of Maynardville Pike and driveway (Lat. 36.0884; Long. -83.9233)	$ 900	2
90142	Intersection of Maynardville Pike and Rosas Catering (Lat. 36.0956; Long. -83.9161)	$ 6,200	5
90143	Intersection of Maynardville Pike and driveway (Lat. 36.0950; Long. -83.9167)	$ 3,200	5
90144	Intersection of Maynardville Pike and Ferguson HVAC (Lat. 36.0948; Long. -83.9170)	$ 3,200	5
90145	Intersection of Maynardville Pike and YMCA (Lat. 36.0939; Long. -83.9178)	$ 29,100	5
90146	Intersection of Maynardville Pike and AC Delco (Lat. 36.0938; Long. -83.9179)	$ 4,500	5
90147	Intersection of Maynardville Pike and driveway (Lat. 36.092; Long. -83.9198)	$ 3,100	2
90148	Intersection of Maynardville Pike and Mill Branch Ln	$ 33,200	6
90149	Intersection of Maynardville Pike and driveway (Lat. 36.0921; Long. -83.9196)	$ 2,300	2
90150	Intersection of Maynardville Pike and Burger King (Lat. 36.0710; Long. -83.9274)	$ 1,400	13
90151	Intersection of Maynardville Pike and Burger King (Lat. 36.0712; Long. -83.9275)	$ 1,400	13
90152	Intersection of Maynardville Pike and Carwash (Lat. 36.0709; Long. -83.9274)	$ 7,200	5
90153	Intersection of Maynardville Pike and Taco Bell (Lat. 36.0701; Long. -83.9273)	$ 5,100	6
90154	Intersection of Maynardville Pike and Captain Ds (Lat. 36.0690; Long. -83.9272)	$ 3,300	13
90155	Intersection of Dry Gap Pike and driveway (Lat. 36.0624; Long. -83.9773)	$ 4,700	5
90156	Intersection of Dry Gap Pike and driveway (Lat. 36.0624; Long. -83.9772)	$ 3,400	5
90157	Intersection of Dry Gap Pike and driveway (Lat. 36.0622; Long. -83.9770)	$ 3,000	5
90158	Intersection of Dry Gap Pike and driveway (Lat. 36.0618; Long. -83.9766)	$ 5,700	5
90159	Intersection of Dry Gap Pike and driveway (Lat. 36.0616; Long. -83.9764)	$ 4,200	2
90160	Intersection of Dry Gap Pike and Boys Girls Club (Lat. 36.0614; Long. -83.9762)	$ 10,000	2
90161	Intersection of Dry Gap Pike and Boys Girls Club (Lat. 36.0605; Long. -83.9751)	$ 4,500	2
90162	Intersection of Dry Gap Pike and driveway (Lat. 36.0571; Long. -83.9717)	$ 4,100	5
90163	Intersection of Dry Gap Pike and driveway (Lat. 36.0564; Long. -83.9709)	$ 4,500	5
90164	Intersection of Emory Rd and driveway (Lat. 36.0646; Long. -83.9745)	$ 300	2
90167	Intersection of Emory Rd and Fortner Ln	$ 40,000	5
90168	Intersection of Emory Rd and driveway (Lat. 36.0670; Long. -83.9710)	$ 2,900	5
90170	Intersection of Emory Rd and driveway (Lat. 36.0666; Long. -83.9716)	$ 1,700	5
90172	Intersection of Emory Rd and driveway (Lat. 36.065; Long. -83.9739)	$ 3,200	2
90173	Intersection of Emory Rd and driveway (Lat. 36.0640; Long. -83.9753)	$ 2,900	5
90174	Intersection of Emory Rd and Pinnacle Bank (Lat. 36.0635; Long. -83.9762)	$ 5,900	5
90176	Intersection of Emory Rd and driveway (Lat. 36.0585; Long. -83.9829)	$ 4,200	5
90177	Intersection of Emory Rd and driveway (Lat. 36.0583; Long. -83.9832)	$ 4,200	5
90178	Intersection of Emory Rd and driveway (Lat. 36.0587; Long. -83.9826)	$ 300	5
90179	Intersection of Emory Rd and driveway (Lat. 36.0693; Long. -83.9678)	$ -	Compliant
90180	Intersection of Emory Rd and driveway (Lat. 36.0698; Long. -83.9674)	$ 1,500	5
90181	Intersection of Emory Rd and driveway (Lat. 36.0733; Long. -83.9588)	$ 2,900	5
90182	Intersection of Emory Rd and driveway (Lat. 36.0731; Long. -83.9580)	$ 1,500	5
90183	Intersection of Emory Rd and driveway (Lat. 36.0730; Long. -83.9557)	$ 1,500	5
90184	Intersection of Emory Rd and Melanie Ln	$ 23,600	5
90185	Intersection of Emory Rd and driveway (Lat. 36.0816; Long. -83.9387)	$ 4,200	5

GPS ID	Project Name	Cost Projection	Priority
90186	Intersection of Emory Rd and driveway (Lat. 36.0806; Long. -83.9419)	$ 1,500	5
90187	Intersection of Emory Rd and Emerald Ridge Ln	$ 38,600	5
90188	Intersection of Emory Rd and driveway (Lat. 36.0779; Long. -83.9477)	$ 2,900	5
90189	Intersection of Emory Rd and driveway (Lat. 36.0571; Long. -83.9851)	$ 4,500	5
90190	Intersection of Emory Rd and driveway (Lat. 36.0572; Long. -83.9849)	$ 2,900	5
90191	Intersection of Emory Rd and driveway (Lat. 36.0576; Long. -83.9842)	$ 5,000	5
90192	Intersection of Emory Rd and Holly Crest Ln	$ 45,200	5
90194	Intersection of Emory Rd and Bishop Rd	$ 37,700	5
90195	Intersection of Emory Rd and Norman Jack Ln (Lat. 36.0551; Long. -83.9876)	$ 47,500	5
90196	Intersection of Emory Rd and driveway (Lat. 36.0369; Long. -84.016)	$ 1,400	13
90197	Intersection of Emory Rd and driveway (Lat. 36.0357; Long. -84.0183)	$ 2,900	5
90198	Intersection of Dannaher Dr and driveway (Lat. 36.0561; Long. -84.0007)	$ -	Compliant
90199	Intersection of Dannaher Dr and driveway (Lat. 36.056; Long. -84.0008)	$ 300	9
90200	Intersection of Dannaher Dr and driveway (Lat. 36.0566; Long. -83.9999)	$ -	Compliant
90201	Intersection of Dannaher Dr and driveway (Lat. 36.0568; Long. -83.9993)	$ -	Compliant
90202	Intersection of Oak Ridge Hwy and driveway (Lat. 35.9887; Long. -84.1889)	$ 1,400	13
90203	Intersection of Stone Tower Dr and Greystone Court	$ 5,400	5
90204	Intersection of Lewisbrooke Ln and Bruce Smith Rd	$ 15,200	5
90205	Intersection of Lewisbrooke Ln and Hickoryborough Ln	$ 28,400	5
90206	Intersection of Mallard Bay Dr and driveway (Lat. 35.8418; Long. -84.1769)	$ 14,600	5
90207	Intersection of Falcon Poine Dr and Lily Pond Ln	$ 69,400	5
90208	Intersection of Falcon Pointe Dr and Night Heron Ln (Lat. 35.8218; Long. -84.1739)	$ -	Compliant
90209	Intersection of Falcon Pointe Dr and Night Heron Ln (Lat. 35.8201; Long. -84.1741)	$ -	Compliant
90210	Intersection of Lily Pond Ln and cul-de-sac accessible ramp (Lat. 35.82; Long.-84.1754)	$ 4,100	5
90211	Intersection of Bonnie Roach Ln and Arbor Branch Ln (Lat. 35.8204; Long. -84.1769)	$ -	Compliant
90212	Intersection of Arbor Branch Ln and Apple Grove Ln (Lat. 35.8201; Long. -84.1776)	$ -	Compliant
90213	Intersection of Early Woods Ln and cul-de-sac accessible ramp (Lat. 35.8156; Long.-84.1694)	$ 4,200	5
90214	Intersection of Early Woods Ln and Ridge Oak Ln	$ 44,900	5
90215	Intersection of Shoregate Ln and cul-de-sac accessible ramp (Lat. 36.093; Long.-83.9647)	$ 4,200	5
90216	Intersection of Reflection Bay Dr and Mahogany Ln (Lat. 36.0948; Long. -83.9673)	$ -	Compliant
90217	Intersection of Cambridge Shores Ln and Coral Sands Ln (Lat. 36.0948; Long. -83.9656)	$ 27,400	6
90218	Intersection of Cambridge Shores Ln and cul-de-sac accessible ramp (Lat. 36.0961; Long.-83.965)	$ 4,200	5
90219	Intersection of Harbor Cove Dr and Reflection Bay Dr (Lat. 36.0952; Long. -83.9678)	$ -	Compliant
90220	Intersection of Cypress Point and cul-de-sac accessible ramp (Lat. 36.0935; Long.-83.9717)	$ -	Compliant
90221	Intersection of Lake Village Cir and Kiva Dunes Ln (Lat. 36.0904; Long. -83.9747)	$ -	Compliant
90222	Intersection of Kiva Dunes Ln and Green Summers Rd (Lat. 36.0921; Long. -83.9756)	$ -	Compliant
90223	Intersection of Rare Earth Dr and Nuggett Rd (Lat. 36.1037; Long. -83.9575)	$ -	Compliant
90224	Intersection of Platinum Dr and Rare Earth Dr (Lat. 36.1046; Long. -83.9558)	$ -	Compliant
90225	Intersection of Zinc Rd and Cadmium Ln (Lat. 36.1077; Long. -83.9591)	$ -	Compliant
90226	Intersection of Redrock Ln and Rockstone Ln (Lat. 36.1065; Long. -83.9562)	$ -	Compliant
90228	Intersection of Bluestone Ln and Castlestone Ln (Lat. 36.1071; Long. -83.9576)	$ -	Compliant
90229	Intersection of Shannon Valley Farms Blvd and Blazing Star Ln	$ 30,700	5

GPS ID	Project Name	Cost Projection	Priority
90230	Intersection of Jade Pasture Ln and Wishing Well Ln (Lat. 36.0649; Long. -83.8807)	$ -	Compliant
90231	Intersection of Jade Pasture Ln and Prairie Clover Ln (Lat. 36.0644; Long. -83.8816)	$ -	Compliant
90232	Intersection of Openview Ln and Fort Apache Rd	$ 31,000	5
90233	Intersection of Gatewater Ln and driveway (Lat. 35.8398; Long. -84.1745)	$ 4,200	5
90234	Intersection of Mallard Bay Dr and driveway (Lat. 35.8401; Long. -84.1754)	$ 2,900	5
90235	Intersection of Cliffrock Ln and driveway (Lat. 35.8406; Long. -84.1753)	$ 1,500	5
90236	Intersection of Mallard Bay Dr and driveway (Lat. 35.8408; Long. -84.1759)	$ 4,200	5
90237	Intersection of Mallard Bay Dr and driveway (Lat. 35.8411; Long. -84.1761)	$ 4,200	5
90238	Intersection of Mallard Bay Dr and driveway (Lat. 35.8381; Long. -84.1738)	$ 4,200	5
90239	Intersection of Mallard Bay Dr and driveway (Lat. 35.8397; Long. -84.1726)	$ 5,600	5
90240	Intersection of Mallard Bay Dr and driveway (Lat. 35.8377; Long. -84.1736)	$ 1,500	5
90241	Intersection of Mallard Bay Dr and driveway (Lat. 35.8375; Long. -84.173)	$ 1,500	5
90242	Intersection of Mallard Bay Dr and driveway (Lat. 35.8405; Long. -84.1732)	$ 4,200	5
90243	Intersection of Mallard Bay Dr and driveway (Lat. 35.8385; Long. -84.1725)	$ 3,000	5
90244	Intersection of Mallard Bay Dr and driveway (Lat. 35.8388; Long. -84.1723)	$ 3,000	5
90245	Intersection of Mallard Bay Dr and driveway (Lat. 35.839; Long. -84.1722)	$ 4,200	5
90246	Intersection of Mallard Bay Dr and driveway (Lat. 35.8393; Long. -84.1722)	$ 1,500	5
90247	Intersection of Mallard Bay Dr and driveway (Lat. 35.8399; Long. -84.1727)	$ 300	5
90248	Intersection of Mallard Bay Dr and driveway (Lat. 35.8417; Long. -84.1744)	$ 1,500	5
90249	Intersection of Lovell Rd and driveway (Lat. 35.9038; Long. -84.142)	$ 2,200	5
90250	Intersection of Andersonville Pike and driveway (Lat. 36.0879; Long. -83.9328)	$ 5,000	2
90251	Intersection of Amberset Dr and driveway (Lat. 35.8372; Long. -84.1679)	$ 300	5
90252	Intersection of Meadow Ridges Ln and cul-de-sac accessible ramp (Lat. 35.8555; Long.-84.1102)	$ 4,200	5
90253	Intersection of Meadow Ridges Ln and driveway (Lat. 35.8546; Long. -84.1049)	$ 4,200	5
90254	Intersection of Westland Dr and Lake Heritage Way	$ 9,600	13
90255	Intersection of Childrens Way and midblock crossing (Lat. 35.8751; Long. -84.0975)	$ 5,400	2
90256	Intersection of Garden Cress Tr and driveway (Lat. 35.9950; Long. -83.8304)	$ 2,900	5
90257	Intersection of Gray Eagle Ln and driveway (Lat. 35.9313; Long. -84.1335)	$ 4,200	5
90258	Intersection of Gray Eagle Ln and driveway (Lat. 35.9324; Long. -84.1346)	$ 2,100	5
90259	Intersection of Gray Eagle Ln and driveway (Lat. 35.9313; Long. -84.1335)	$ 4,200	5
90260	Intersection of Gray Eagle Ln and driveway (Lat. 35.9311; Long. -84.1334)	$ 4,200	5
90261	Intersection of Gray Eagle Ln and driveway (Lat. 35.9302; Long. -84.1325)	$ 8,300	5
90262	Intersection of Gray Eagle Ln and driveway (Lat. 35.9295; Long. -84.1312)	$ 1,500	5
90263	Intersection of Shady Meadow Ln and cul-de-sac accessible ramp (Lat. 35.9233; Long.-84.2231)	$ 4,100	5
90264	Intersection of Shady Meadow Ln and driveway (Lat. 35.9222; Long. -84.2224)	$ 7,500	5
90265	Intersection of Covered Bridge Blvd and driveway (Lat. 35.9221; Long. -84.2235)	$ 5,700	5
90266	Intersection of Covered Bridge Blvd and Viewcrest Ln (Lat. 35.9242; Long. -84.2249)	$ 9,400	5
90267	Intersection of Covered Bridge Blvd and driveway (Lat. 35.918; Long. -84.2195)	$ 4,200	5
90268	Intersection of Bluebonnet Drive and driveway (Lat. 36.0606; Long. -83.7376)	$ 1,500	5
90269	Intersection of Carter Ridge Rd and driveway (Lat. 36.0151; Long. -83.725)	$ 8,600	5
90270	Intersection of Oak Ridge Hwy and driveway (Lat. 35.9829; Long. -84.184)	$ 51,100	5
90271	Intersection of Johnson Dr and driveway (Lat. 35.9349; Long. -83.7525)	$ 5,100	3
90272	Intersection of Johnson Dr and driveway (Lat. 35.9353; Long. -83.7518)	$ 5,100	3
90273	Intersection of Johnson Dr and driveway (Lat. 35.9355; Long. -83.7511)	$ 7,600	3
90274	Intersection of Johnson Dr and driveway (Lat. 35.9353; Long. -83.7516)	$ 5,100	3
90275	Intersection of Brown Dr and driveway (Lat. 35.9365; Long. -83.7506)	$ 13,000	2
90276	Intersection of Oak Ridge Hwy and driveway (Lat. 35.9837; Long. -84.1846)	$ 1,400	13

GPS ID	Project Name	Cost Projection	Priority
90277	Intersection of Eubanks Dr and driveway (Lat. 35.937; Long. -83.7495)	$ 3,300	3
90278	Intersection of Eubanks Dr and driveway (Lat. 35.9372; Long. -83.7495)	$ 9,500	2
90279	Intersection of Eubanks Dr and driveway (Lat. 35.9376; Long. -83.7498)	$ 2,300	2
90280	Intersection of Eubanks Dr and driveway (Lat. 35.9378; Long. -83.75)	$ 9,600	2
90281	Intersection of Eubanks Dr and driveway (Lat. 35.9383; Long. -83.7504)	$ 12,600	2
90282	Intersection of Eubanks Dr and driveway (Lat. 35.9386; Long. -83.7506)	$ 30,900	2
90283	Intersection of Walker Springs Rd and driveway (Lat. 35.9253; Long. -84.0662)	$ 1,400	13
90284	Intersection of Shady Knoll Ln and cul-de-sac accessible ramp (Lat. 35.9053; Long.-84.0051)	$ 1,800	5
90285	Intersection of Bent River Blvd and midblock crossing (Lat. 35.8941; Long. -83.9745)	$ 22,400	5
90286	Intersection of Bent River Blvd and midblock crossing (Lat. 35.8959; Long. -83.9749)	$ 9,400	13
90287	Intersection of Bent River Blvd and midblock crossing (Lat. 35.8975; Long. -83.9716)	$ 9,200	13
90288	Intersection of Bent River Blvd and midblock crossing (Lat. 35.8973; Long. -83.9705)	$ 2,400	13
90289	Intersection of Bent River Blvd and midblock crossing (Lat. 35.8959; Long. -83.9697)	$ 10,900	13
90290	Intersection of Bent River Blvd and midblock crossing (Lat. 35.8955; Long. -83.971)	$ 9,400	13
90291	Intersection of Bent River Blvd and midblock crossing (Lat. 35.8944; Long. -83.9728)	$ 9,400	13
90292	Intersection of Bent River Blvd and midblock crossing (Lat. 35.8969; Long. -83.9735)	$ 9,400	13
90293	Intersection of Kentwell Rd and Iverson Ln (Lat. 35.9475; Long. -84.1458)	$ 17,700	5
90369	Intersection of Dutchtown Rd and driveway (Lat. 35.9264; Long. -84.0923)	$ 1,800	5
90375	Intersection of Sterchi Village Blvd and midblock crossing (Lat. 36.0381; Long. -83.9639)	$ 5,600	5
90430	Intersection of Oak Ridge Hwy and Beaver Ridge Rd	$ 12,300	5
90431	Intersection of Oak Ridge Hwy and Oak Ridge Hwy (Lat. 35.9883; Long. -84.0471)	$ 300	5
90432	Intersection of Oak Ridge Hwy and Oak Ridge Hwy (Lat. 35.9883; Long. -84.0476)	$ 300	5
90474	Intersection of Hidden Deer Lane and cul-de-sac accessible ramp (Lat. 35.8202; Long.-84.1723)	$ 4,100	9
90475	Intersection of Hidden Deer Lane and Sleepy Fox Lane (Lat. 35.8227; Long. -84.1716)	$ 1,400	9
90478	Intersection of Avashire Ln and driveway (Lat. 35.9504; Long. -84.1162)	$ 1,500	5
90479	Intersection of Piperton Ln and cul-de-sac accessible ramp (Lat. 35.954; Long.-84.1129)	$ 6,900	5
90480	Intersection of Carnegie Way and cul-de-sac accessible ramp (Lat. 35.8876; Long.-84.0761)	$ 6,900	5
90481	Intersection of Affinity Way and cul-de-sac accessible ramp (Lat. 35.8885; Long.-84.0755)	$ 4,200	5
90511	Intersection of S Northshore Dr and driveway (Lat. 35.8310; Long.-84.1666)	$ 8,600	5
90512	Intersection of Choto Road and driveway (Lat. 35.8293; Long.-84.1667)	$ 2,900	5
90785	Intersection of Lovell Rd and driveway (Lat. 35.9074; Long. -84.1468)	$ 8,900	2
90786	Intersection of Lexington Dr and driveway (Lat. 35.9079; Long. -84.1468)	$ 4,600	6
90787	Intersection of Rutledge Pike and Shipetown Rd (Lat. 36.0748; Long. -83.7709)	$ 6,800	13
90789	Intersection of Applecross Rd and midblock crossing (Lat. 36.1263; Long. -83.8491)	$ 5,100	5
90790	Intersection of Applecross Rd and midblock crossing (Lat. 36.1264; Long. -83.8488)	$ 5,500	5
90793	Intersection of Preston View Dr and midblock crossing (Lat. 36.1257; Long. -83.8486)	$ 8,400	5

GPS ID	Project Name	Cost Projection	Priority
	TOTAL	**$ 15,616,100**	

BARGE DESIGN SOLUTIONS

KNOX COUNTY TENNESSEE
ENGINEERING & PUBLIC WORKS

South Peters ADA Compliance Project
From near Kingston Pike to Ebenezer - Replacing all Sidewalk

CLIENT:	Knox County
DATE:	8/7/2026
PREPARED BY:	AH
REVIEWED BY:	RD

TDOT ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	$ 25,000.00	$ 25,000.00	
202-03	REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC.	S.Y.	5538	$ 25.00	$ 138,450.00	
202-03.01	REMOVAL OF ASPHALT PAVEMENT	S.Y.	1700	$ 15.00	$ 25,500.00	
202-08.15	REMOVAL OF CURB AND GUTTER	L.F.	3659	$ 30.00	$ 109,770.00	
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	1233	$ 40.00	$ 49,320.00	
203-04	PLACING AND SPREADING TOPSOIL	C.Y.	201	$ 100.00	$ 20,100.00	
203-06	WATER	M.G.	5	$ 75.00	$ 375.00	
209-05	SEDIMENT REMOVAL	C.Y.	61	$ 60.00	$ 3,660.00	
209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	2909	$ 5.00	$ 14,545.00	
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	1475	$ 50.00	$ 73,750.00	
307-01.01	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A	TON	57	$ 200.00	$ 11,400.00	
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING BM2	TON	142	$ 250.00	$ 35,500.00	
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	1	$ 1,500.00	$ 1,500.00	
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	2	$ 200.00	$ 400.00	
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	1	$ 1,500.00	$ 1,500.00	
407-20.05	SAW CUTTING ASPHALT PAVEMENT	L.F.	1350	$ 8.00	$ 10,800.00	
411-01.10	ACS MIX(PG64-22) GRADING D	TON	115	$ 250.00	$ 28,750.00	
415-01.02	COLD PLANING	SY	50	$ 15.00	$ 750.00	
502-08.04	SEALING RANDOM CRACKS (HOT POURED ELASTIC)	L.F.	250	$ 8.00	$ 2,000.00	
611-09.01	ADJUSTMENT OF EXISTING CATCHBASIN	EACH	12	$ 1,500.00	$ 18,000.00	
701-01.01	CONCRETE SIDEWALK (4")	S.F.	43697	$ 15.00	$ 655,455.00	
701-01.08MOD	DECORATIVE CONCRETE DRIVEWAY	S.F.	157	$ 40.00	$ 6,280.00	
701-02	CONCRETE DRIVEWAY	S.F.	12200	$ 20.00	$ 244,000.00	
701-02.03	CONCRETE CURB RAMP	S.F.	1810	$ 45.00	$ 81,450.00	
702-01	CONCRETE CURB	C.Y.	10	$ 1,000.00	$ 10,000.00	
702-01.01	EXTRUDED SLOPING CURB	L.F.	278	$ 25.00	$ 6,950.00	
702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	40	$ 700.00	$ 28,000.00	
712-01	TRAFFIC CONTROL	LS	1	$ 37,000.00	$ 37,000.00	~2%
712-04.01	FLEXIBLE DRUMS	EACH	100	$ 80.00	$ 8,000.00	
712-05.03	WARNING LIGHTS TYPE C	EACH	50	$ 25.00	$ 1,250.00	
712-06	SIGNS (CONST)	SF	100	$ 15.00	$ 1,500.00	
712-08.03	ARROWBOARD	EACH	1	$ 1,700.00	$ 1,700.00	
713-16.20	SIGNS ((R10-25L)(30"X30"))	EACH	1	$ 450.00	$ 450.00	
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	212	$ 15.00	$ 3,180.00	
716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	L.F.	250	$ 30.00	$ 7,500.00	
716-05.01MOD	PAINTED PAVEMENT MARKING (4" LINE)	L.F.	10	$ 3.00	$ 30.00	
716-02.12MOD	PLASTIC PAVEMENT MARKING (8IN LINE)	L.F.	215	$ 10.00	$ 2,150.00	
717-01	MOBILIZATION	LS	1	$ 93,000.00	$ 93,000.00	~5%
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	4	$ 1,500.00	$ 6,000.00	
730-08.02	SIGNAL CABLE - 5 CONDUCTOR	L.F.	925	$ 4.00	$ 3,700.00	
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	175	$ 4.50	$ 787.50	
730-08.04	SIGNAL CABLE - 9 CONDUCTOR	L.F.	175	$ 5.00	$ 875.00	
730-12.23	CONDUIT 2" DIAMETER (DIRECTIONAL BORE)	L.F.	465	$ 50.00	$ 23,250.00	
730-12.26	CONDUIT 2" DIAMETER (PVC SCHEDULE 80)	L.F.	60	$ 25.00	$ 1,500.00	
730-15.11	MODIFY CABINET(INSTALL PEDESTRIAN PHASING)	EACH	1	$ 1,500.00	$ 1,500.00	
730-23.28	PEDESTAL POLE (TYPE A)	EACH	3	$ 3,500.00	$ 10,500.00	
730-26.06	PEDESTRIAN PUSHBUTTON POST	EACH	4	$ 2,500.00	$ 10,000.00	
730-26.11	COUNTDOWN PEDESTRIAN SIGNAL HEAD W/PUSHBUTTON & 15IN	EACH	8	$ 2,500.00	$ 20,000.00	
730-26.12	PEDESTRIAN PUSHBUTTON HORIZONTAL EXTENSION	EACH	1	$ 500.00	$ 500.00	
740-11.01	SEDIMENT TUBE 8"	LF	20809	$ 6.00	$ 124,854.00	
801-01.07	TEMPORARY SEEDING (WITH MULCH)	UNIT	27	$ 75.00	$ 2,025.00	
801-03	WATER (SEEDING & SODDING)	M.G.	9	$ 75.00	$ 675.00	
803-01	SODDING (NEW SOD)	S.Y.	2260	$ 10.00	$ 22,600.00	

$	**1,987,731.50**	
$	**397,546.30**	20% cont
$	**2,385,277.80**	
$	**2,606,457.45**	escalation 3%/yr for 3 yrs

Outlook

[External]Completed Cost Estimate for TAP Grant Application - Knox County S. Peters Rd.

From Ethan Messimore <Ethan.Messimore@tn.gov>
Date Wed 9/9/2026 7:58 AM
To Angie Nichols <Angie.Nichols@knoxcounty.org>; Ben Friend <Ben.Friend@knoxcounty.org>
Cc Steve Allen <Steve.Allen@tn.gov>; Michael Gilbert <Michael.Gilbert@tn.gov>; Ty Tucker <Ty.Tucker@tn.gov>; Brian Hurst <Brian.Hurst@tn.gov>

Ms. Nichols,

Apologies, this did not get sent sooner, but it was completed on 8/21. Please see below and we are good with your estimate as it falls within our current thresholds. Thanks!

Their estimate (2026): $2,385,277.80
My Estimate (2026): $2,207,000

Percent Difference = 7.7%

Their Estimate (2029): $2,606,457.45
My Estimate (2029): $2,520,000

Thank You,
Ethan

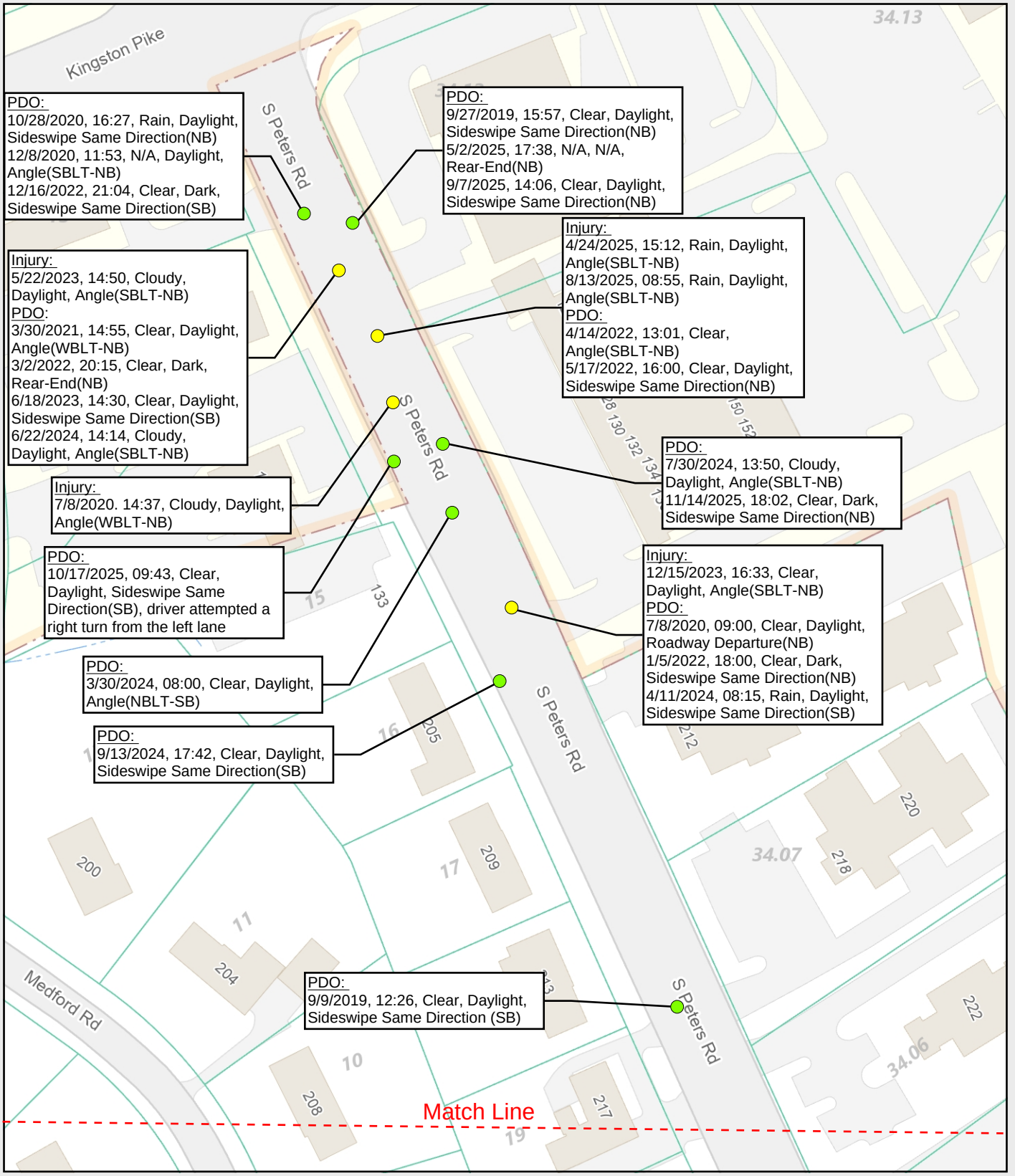
Ethan Messimore, P.E. | TDOT Team Lead – LP Engineering **(Interim R3 Engineer)**
Local Programs Project Engineering Office
Local Programs and Community Investments Division
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave, 12th Floor
Nashville, TN 37243
O. 615.253.2563
C. 615.339.7364
M. 615.741.2208
Ethan.Messimore@tn.gov

***** PLEASE CC TDOT.HQ.LPCIDCOORDINATOR@TN.GOV ON ALL CORRESPONDENCES.*****

Book time to meet with me

>>>CAUTION<<<

This message originates outside of the Knox County email system. Use caution if this message contains attachments, links or requests for information.



South Peters Road

Aug 2019 - Aug 2026

ACM 8/24/2026

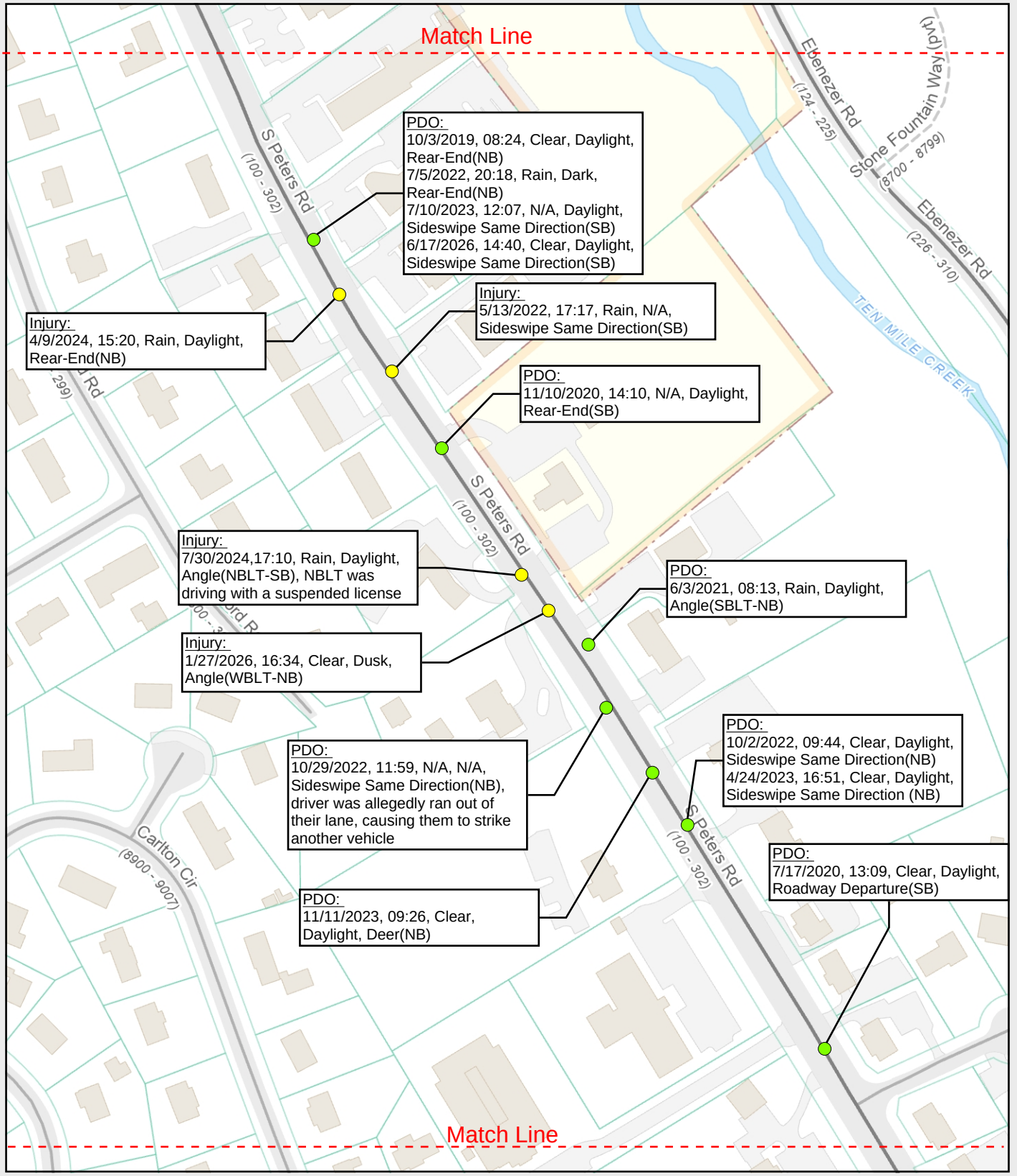
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Feet

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South Peters Road

Aug 2019 - Aug 2026

ACM 8/24/2026

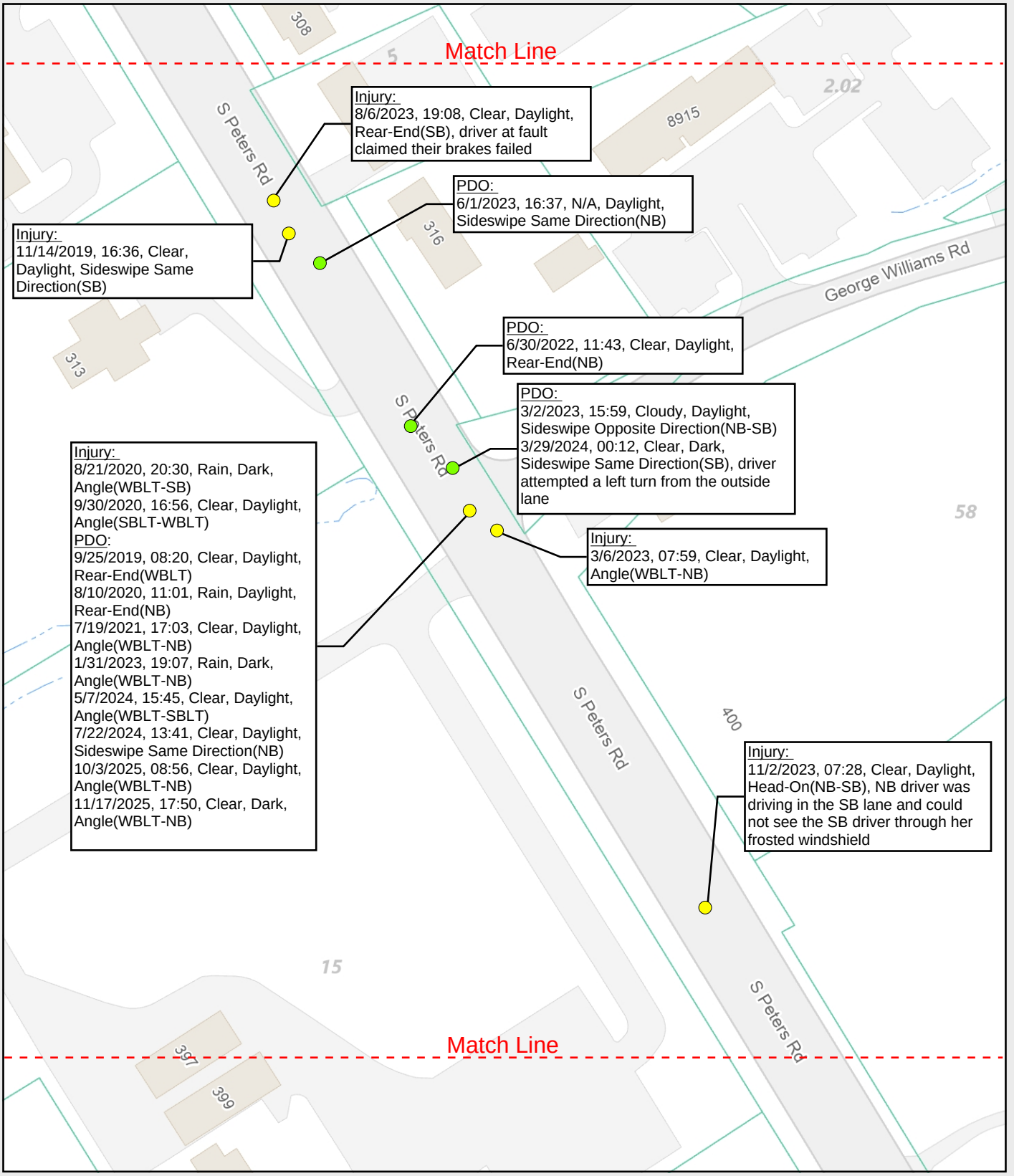
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South Peters Road

Aug 2019 - Aug 2026

ACM 8/24/2026

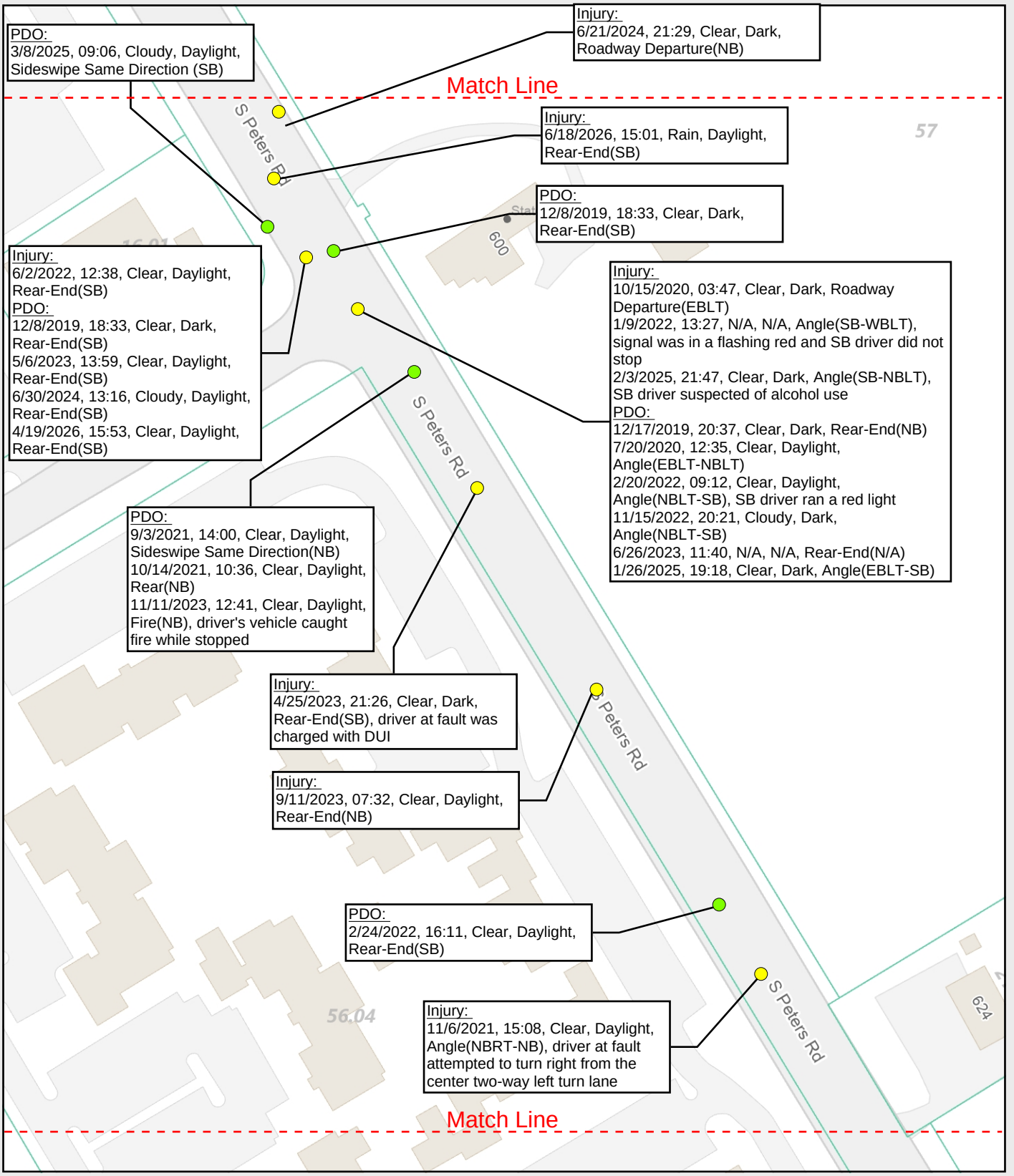
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South Peters Road

Aug 2019 - Aug 2026

ACM 8/24/2026

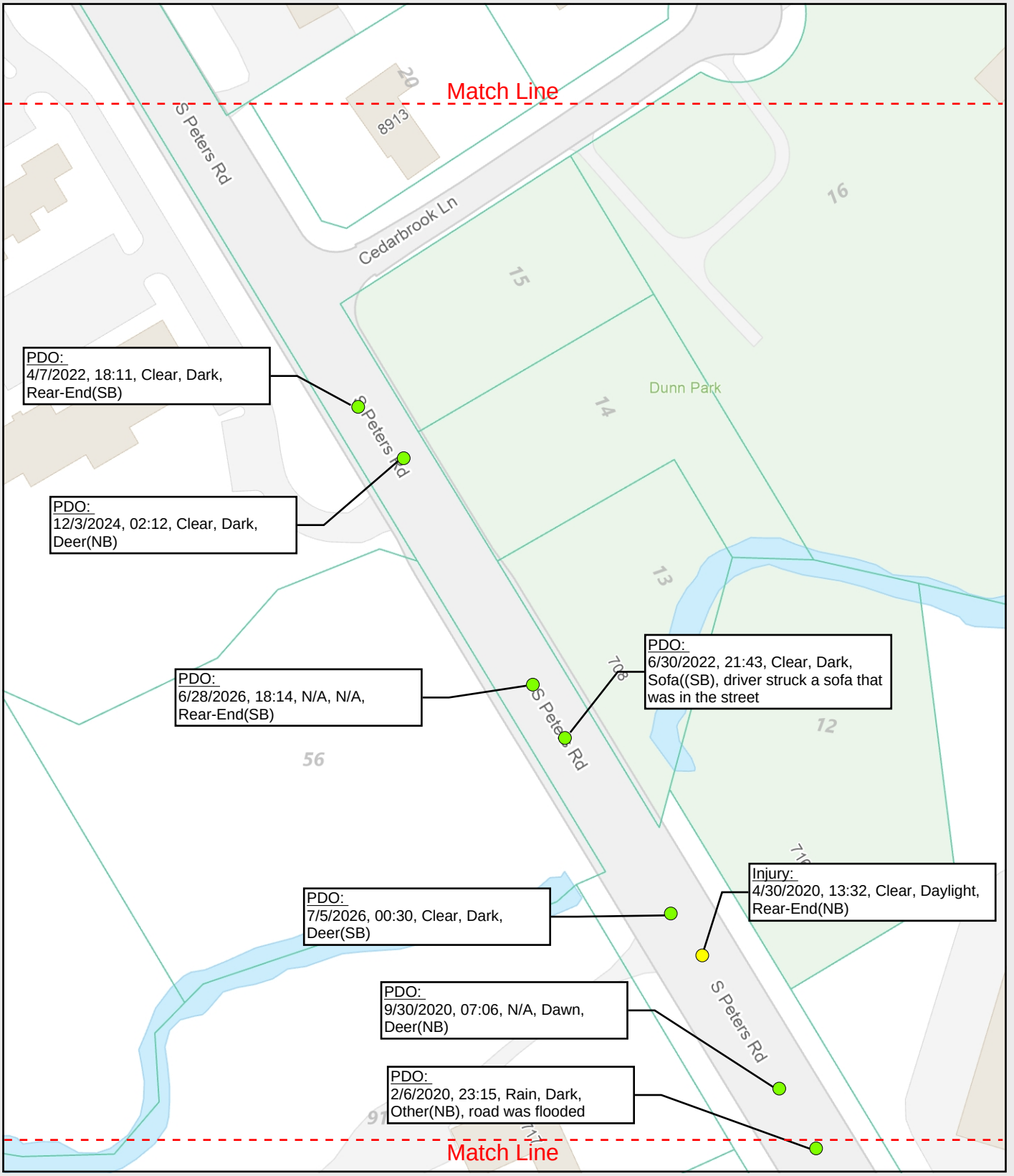
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South Peters Road

Aug 2019 - Aug 2026

ACM 8/24/2026

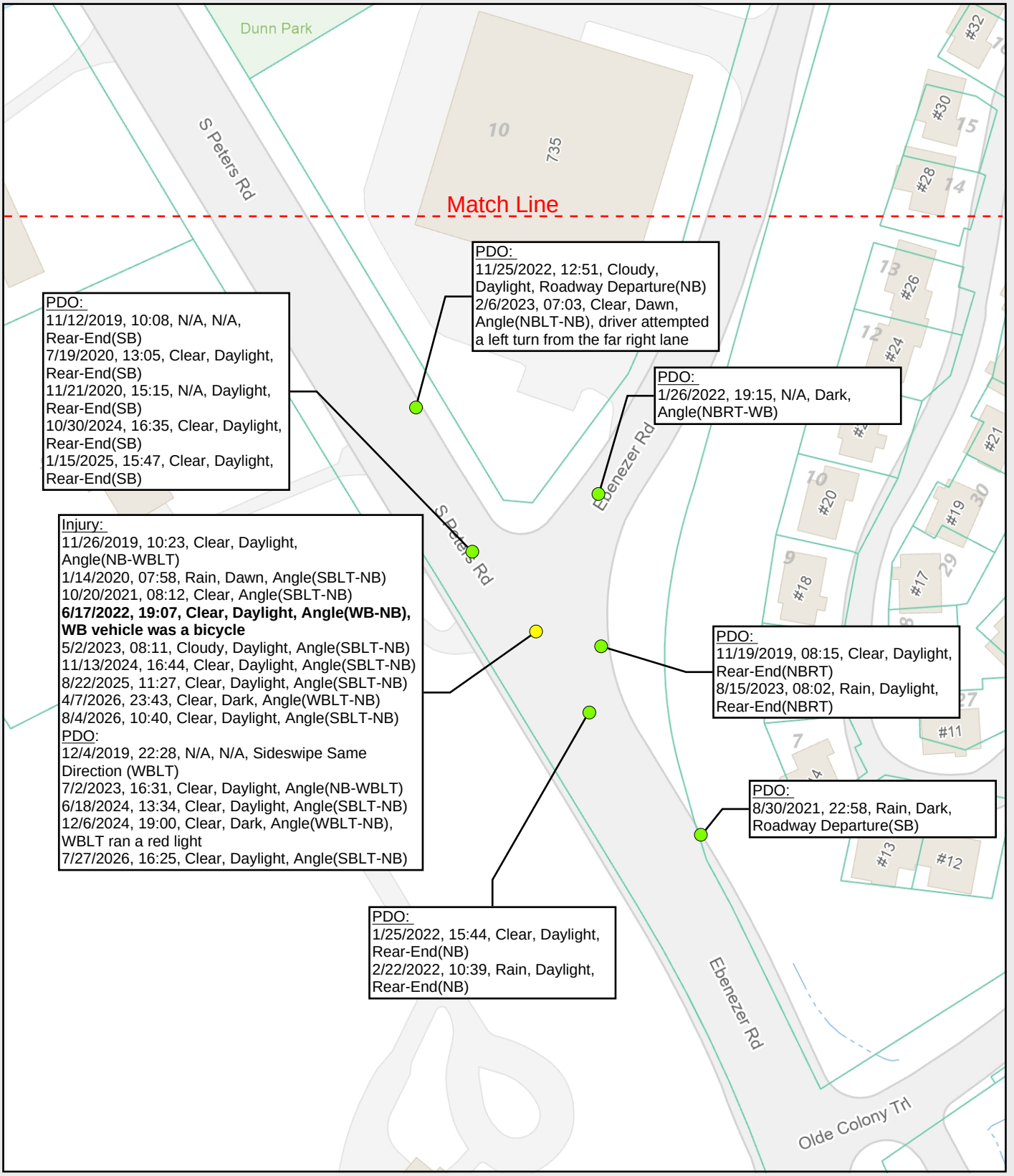
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South Peters Road

Aug 2019 - Aug 2026

ACM 8/26/2026

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Feet

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tpo
KNOXVILLE REGIONAL

August 24, 2026

Will Reid, TDOT Commissioner
William R. Snodgrass Tennessee Tower, 24th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243

RE: Letter of Support – Knox County 2026 TAP Application

To Whom it May Concern:

This letter is to offer the Knoxville Regional TPO's support to the Transportation Alternatives Program (TAP) application being submitted by Knox County for a sidewalk improvement project along South Peters Road, between Ebenezer Road and Kingston Pike.

This project will significantly enhance safety, walkability and overall community cohesion by replacing deteriorated and noncompliant sidewalks identified as a priority in Knox County's 2019 ADA Transition Plan. It would also create a continuous accessible pedestrian route connecting surrounding neighborhoods with West Valley Middle School and Dunn Park, while also improving pedestrian safety at the South Peters Road and Ebenezer Road intersection.

We greatly appreciate the opportunity for communities in our region to compete for this funding program. Thank you very much for your favorable consideration of Knox County's 2026 TAP Grant application.

Sincerely,

Doug Burton

Doug Burton
TPO Coordinator

OFFICE OF COUNTY MAYOR GLENN JACOBS

August 25, 2026

Mayor Glenn Jacobs
400 W. Main Street, Ste. 615
Knoxville, TN 37902

RE: Knox County 2026 Transportation Alternatives Program (TAP) Application – South Peters Road / Ebenezer Road

Dear Statewide Partnership Program Review Committee:

As the chief executive for Knox County, I am pleased to support the enclosed application for Transportation Alternative Program (TAP) funding through the Tennessee Department of Transportation's (TDOT) Statewide Partnership Program.

Knox County completed a comprehensive ADA assessment in 2019, which resulted in our current ADA Transition Plan. This plan systematically evaluates many miles of public right-of-way, facilities, parks, schools, and government buildings—as well as programs and services—to target critical accessibility improvements. Knox County is fully committed to creating inclusive, safe, and accessible communities for all residents. According to U.S. Census Bureau data, approximately 11% to 12% of non-institutionalized individuals in Knox County live with a disability. Ensuring our infrastructure supports this segment of our population remains a top priority of my administration.

One of the high-priority areas highlighted in our transition plan is the South Peters Road and Ebenezer Road sidewalk corridor. This area was identified early during the implementation phase due to heavy vehicular volumes, frequent commercial driveways, dense residential neighborhoods, and proximity to multiple schools and parks. This popular corridor serves as a daily thoroughfare for families, commuters, students walking to school, and elderly residents from a nearby assisted-living facility.

Unfortunately, the corridor's high traffic density poses documented safety risks for vulnerable road users. This concern was underscored by a tragic three-car crash at the Ebenezer and South Peters intersection, as well as nearby hit-and-run incidents involving cyclists. Comprehensive data from the Knoxville Regional Transportation Planning Organization (TPO) confirms that principal arterial corridors like this see a significant concentration of pedestrian and bicycle conflicts, with injury rates in reported crashes exceeding 80% to 92%.

A design for comprehensive ADA and pedestrian infrastructure improvements along this exact corridor is now near completion and will soon be ready for construction. Improved sidewalks, modernized crosswalks, and safer intersections will drastically enhance walkability, lower the potential for pedestrian conflicts and unlock equal access for all demographics within the community.

Securing TAP funding would allow Knox County to execute these vital modifications as a single, coordinated project. This approach ensures a continuous, seamless, and fully accessible route, rather than relying on isolated, incremental repairs dragged out over many years due to local budget constraints. Furthermore, winning this grant leverages regional resources effectively, freeing up local funds to target other pressing infrastructure needs across the county.

Thank you for your time, consideration, and continued partnership in building a safer, more accessible Tennessee.

Sincerely,

Glenn Jacobs
Knox County Mayor

cc: Files

JASON ZACHARY
Deputy Speaker
14th LEGISLATIVE DISTRICT

CORDELL HULL BUILDING, SUITE 616
425 Rep. John Lewis Way, N.
NASHVILLE, TENNESSEE 37243-0114
(615) 741-2264

E-mail: rep.jason.zachary@capitol.tn.gov

House of Representatives
State of Tennessee

NASHVILLE

COMMITTEES

COMMITTEE MEMBER
Calendar & Rules
Commerce
Ethics
Finance, Ways, & Means

SUBCOMMITTEE MEMBER
Appropriations and Oversight
Finance, Ways, & Means

August 20, 2026

RE: Knox County 2026 Transportation Alternatives Program (TAP) Application – S. Peters Road

Dear Statewide Partnership Program Review Committee:

I am writing in support of Knox County's application for Transportation Alternatives Program funding through TDOT's Statewide Partnership Program for improvements along S. Peters Road between Ebenezer Road and Kingston Pike.

The existing sidewalk along this corridor has deteriorated and includes accessibility deficiencies identified for improvement through Knox County's 2019 ADA Transition Plan. The proposed project would address these conditions by reconstructing sidewalks, replacing noncompliant curb ramps, removing accessibility barriers, and improving pedestrian crossings. Safety improvements are also proposed at the S. Peters Road and Ebenezer Road intersection, including a pedestrian refuge median at the existing traffic signal.

These improvements would provide a safer, continuous, and accessible pedestrian connection serving West Valley Middle School, Dunn Park, an assisted living facility, surrounding neighborhoods, and other destinations along the corridor. Investing in this infrastructure will help ensure that residents of all ages and abilities have safer and more reliable options for traveling within their community.

I am pleased to support Knox County's efforts to improve pedestrian safety and accessibility and respectfully encourage favorable consideration of this project for Transportation Alternatives Program funding.

Respectfully,

Jason Zachary
State Representative
House District 14

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

August 19, 2026

RE: Support for Knox County S. Peters Road Transportation Alternatives Program Project

Dear Statewide Partnership Program Review Committee,

I am pleased to support Knox County's application for Transportation Alternatives Program funding for pedestrian improvements along S. Peters Road, from Ebenezer Road to Kingston Pike.

The project will replace deteriorated and noncompliant sidewalks identified as a priority in Knox County's 2019 ADA Transition Plan and create a continuous, accessible pedestrian route connecting nearby neighborhoods, Dunn Park, West Valley Middle School, and an assisted living facility. Improvements will include ADA-compliant sidewalks and curb ramps, safer pedestrian crossings, and the removal of existing accessibility barriers.

The project will also improve pedestrian safety at the S. Peters Road and Ebenezer Road intersection, including a pedestrian refuge median at the existing traffic signal. These improvements support Tennessee's goals of providing safer, more accessible, and better-connected transportation options for people of all ages and abilities.

I respectfully support Knox County's application and encourage favorable consideration of this important pedestrian safety and accessibility project.

Sincerely,

Becky Massey
State Senator
Tennessee Senate District 6

RLA-18920 **32.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
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 Order of the Knox County Mayor appointing Danny Clabo to the Northeast Knox Utility District Board of Commissioners. *(County Mayor)*

Attachments

Order of the Mayor

Oath - Danny Clabo

Letter from Mayor

ORDER OF THE KNOX COUNTY MAYOR
APPOINTING UTILITY DISTRICT COMMISSIONER

IN RE:	)
	)
COMMISSIONER APPOINTMENT	)
FOR THE NORTHEAST KNOX	)
UTILITY DISTRICT OF KNOX	)
COUNTY, TENNESSEE	)

Upon certification by the Board of Commissioners of the Northeast Knox Utility District of Knox County, Tennessee, certifying an upcoming vacancy on said Board of Commissioners by the expiration of the term of Ann Acuff, and certifying a list of three names nominated for appointment to fill such vacancy in accordance with T.C.A. § 7-82-307(a);

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, AS FOLLOWS:

(a) That Danny R. Clabo is hereby appointed to the Board of Commissioners of the Northeast Knox Utility District of Knox County, Tennessee, to serve a four (4) year term beginning October 11, 2026 and expiring October 10, 2030. Danny R. Clabo took the oath of office on September 24, 2026, a copy of which is attached hereto as Exhibit A.

(b) That a copy of this Order shall be entered into the minutes of the Knox County Commission as required by T.C.A. § 7-82-307(a)(4), and that a certified copy of this Order shall be provided to the Northeast Knox Utility District Board of Commissioners and the appointee as required by T.C.A. § 7-82-307(a)(4).

(c) That this Order shall be kept by the Knox County Clerk as a permanent record of Knox County, and the Knox County Clerk shall issue certified copies of this Order as shall be requested.

ENTERED this 29th day of September, 2026.

Betsy Henderson

BETSY HENDERSON
KNOX COUNTY MAYOR

Oath of Office
of
Northeast Knox Utility District of Knox County

I, Danny R. Clabo, do solemnly swear that I will execute the duties of the office of NORTHEAST KNOX UTILITY DISTRICT COMMISSIONER of Knox County, Tennessee to which I have been appointed and which I am about to assume, without prejudice, partiality, or favor to the best of my skill and ability. I further swear that I will support the Constitution of the State of Tennessee and the Constitution of the United States, so help me God.

Danny R. Clabo

Danny R. Clabo

Subscribed and sworn to before me this 24th day of September 2026.

Betsy Henderson

Betsy Henderson
Knox County Mayor

EXHIBIT
A

Oath of Office
of
Northeast Knox Utility District of Knox County

I, Danny R. Clabo, do solemnly swear that I will execute the duties of the office of NORTHEAST KNOX UTILITY DISTRICT COMMISSIONER of Knox County, Tennessee to which I have been appointed and which I am about to assume, without prejudice, partiality, or favor to the best of my skill and ability. I further swear that I will support the Constitution of the State of Tennessee and the Constitution of the United States, so help me God.

Danny R. Clabo

Danny R. Clabo

Subscribed and sworn to before me this 24th day of September 2026.

Betsy Henderson

Betsy Henderson
Knox County Mayor

OFFICE OF COUNTY MAYOR BETSY HENDERSON

400 Main Street, Suite 615, Knoxville, TN 37902

September 14, 2026

Gregg Morgan, General Manager
Northeast Knox Utility District
7214 Washington Pike
Corryton, TN 37721

RE: Utility Board Commissioner Appointment

Dear Mr. Morgan,

Thank you for your letter dated September 2, 2026, regarding nominations for the seat on the Northeast Knox Utility Board. I appreciate the three names you provided for my review.

While all individuals seem to be well qualified candidates, I would like to confirm the appointment of Danny R. Clabo to the Board.

If I can be of further assistance, please do not hesitate to reach out to my office.

Sincerely,

Betsy Henderson
Knox County Mayor

cc: Files
Danny R. Clabo

county.mayor@knoxcounty.org • phone 865.215.2005 • fax 865.215.2002

Danny R. Clabo

9407 Hogskin Road
Corryton, TN 37721
(865) 591-1415
dannyrayclabo@gmail.com

Skills

I have approximately 38 years experience as a Property Manager. During his time I managed up to six direct employees and 100 or so contracted employees. I managed approximately 850,000 square feet of commercial space in several cities from Morristown, TN to Athens, TN. During part of this time I also had responsibility for several locations in southeast KY. I oversaw the maintenance program and daily routine operation of the buildings under my area of responsibility. This includes, HVAC, electrical, plumbing, janitorial, lawn maintenance, etc.

I retired January 3, 2020.

Experience

May, 2008 - January, 2020

Jones Lang LaSalle - *Operations Manager (Contracted employee for AT&T)*

- Manage daily operation of approximately 850,000 s.f. of commercial space. This includes HVAC, electrical, plumbing, janitorial, lawn maintenance, etc.
- Work with direct manager to develop and maintain budget for the buildings in my area.
- Oversee approximately 100 direct and indirect employees.

May, 2006 - May, 2008 ~~~~ During this time I took early retirement to care for my youngest son who had sustained very severe injuries from a motorcycle accident!

April, 1980 - May, 2006

Bellsouth Corporation - *Property Manager*

- Same job description as above. The buildings, cities and area changed through the years,but the work/job was fairly constant.

December, 1973 - April, 1980 ~~~ During this time I held various different non-management jobs until I was promoted to Manager in April, 1980..

Education

I graduated from Carter High School in June 1973

Northeast Knox Utility District

September 2, 2026

The Honorable Betsy Henderson
City County Building
400 Main Street
Suite 615
Knoxville, TN 37902

Dear Mayor Henderson,

In accordance with Tennessee State Law, The Board of Northeast Knox Utility District is required to submit three nominees to you at least thirty days before the Board seat becomes vacant. Ann Acuff, the current President, has decided not to seek reappointment. In accordance with the law the Board is today submitting three names for your consideration to the Board Position –

1. Danny R. Clabo
2. Tracy Ibsen Belser
3. Robert S. Rutherford

A resume is enclosed for each candidate. I think you will find each of them well qualified to serve in this position.

You will note that the current Board has selected Danny R. Clabo, as our first priority for this appointment. We hope that you will confirm him as your selection. If you need any additional information please let us know. We hope to hear from you soon regarding your appointment.

Sincerely,

Gregg Morgan
General Manager, Northeast Knox Utility District

Enclosures

7214 Washington Pike • Corryton, Tennessee 37721 • o 865.687.5345 • f 865.687.5348 www.nekud.com

RLA-18933 **33.**

AGENDA COMMITTEE

Meeting Date: 10/01/2026

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY MAYOR

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Spread of Record the Knox County Mayor's appointment of _____ to the Knox County Ethics Committee to serve a four (4) year term expiring October 31, 2030.
(County Mayor)

Attachments

No file(s) attached.

RLA-18932 **34.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
Requested By:	Drucilla Stills, COUNTY COMMISSION
Department:	COUNTY MAYOR
Requires Expenditure of Funds:	Funded in Current Budget:
Appropriation Required:	

CAPTION

Spread of Record the Knox County Mayor's reappointment of Marcus Kennedy to serve as a non-voting liaison to the Knox County Ethics Committee. *(County Mayor)*

Attachments

Letter / M. Kennedy

OFFICE OF COUNTY MAYOR BETSY HENDERSON

400 Main Street, Suite 615, Knoxville, TN 37902

MEMORANDUM

TO: Knox County Commission and the Knox County Law Director

FROM: Knox County Mayor Betsy Henderson

DATE: September 17, 2026

RE: APPOINTMENT OF NON-VOTING LIASON TO THE KNOX COUNTY ETHICS COMMITTEE

I would like to reappoint Marcus Kennedy to serve as a non-voting liaison to the Knox County Ethics Committee.

Sincerely,

Betsy Henderson

county.mayor@knoxcounty.org • phone 865.215.2005 • fax 865.215.2002

RLA-18931 **35.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
Requested By:	Drucilla Stills, COUNTY COMMISSION
Department:	SHERIFF
Requires Expenditure of Funds:	Funded in Current Budget:
Appropriation Required:	

CAPTION

Spread of Record the Knox County Sheriff's appointment of Chief Jason Lubienski to serve as a non-voting liaison to the Knox County Ethics Committee.
(Sheriff)

Attachments

Letter / Chief Lubienski

KNOX COUNTY SHERIFF'S OFFICE

Brent Gibson
Sheriff

To: David Buuck, Knox County Law Directors Office

From: Chief Jason Lubienski, Knox County Sheriff's Office

Date: September 16, 2026

Re: Appointment of a non-voting liaison to the Knox County Ethics Committee

Regarding the appointed non-voting liaison to the Ethics Committee, I will be filling that role.

Chief Jason Lubienski

Knox County Sheriff's Office

865-242-5899

Jason.lubienski@knoxsheriff.org

RLA-18935 **36.**

AGENDA COMMITTEE

Meeting Date:	10/01/2026
Requested By:	Drucilla Stills, COUNTY COMMISSION
Department:	COUNTY MAYOR
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 X, entitled "Personnel Plan" to update the Knox County Personnel Plan. (Ord. No. O-16-8-101, adopted 9-26-16; Ord. No. O-18-2-102, adopted 3-26-18; Ord. No. O-19-3-101, adopted 4-22-19; Ord. No. O-22-10-101, adopted 11-21-22, and establishing Section 2-776, previously reserved) **(FIRST READING)**
(Human Resources)

Attachments

No file(s) attached.

RLA-18923 **37.**

AGENDA COMMITTEE

Meeting Date: 10/01/2026

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 regarding receipt and disbursement of country funds and budget procedures for defined service contracts. (Establishing Section 2-558, previously reserved) **(FIRST READING)**

(Commissioner Russell)

Attachments

Ordinance drafted by Angela Russell

ORDINANCE

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING THE KNOX COUNTY CODE, CHAPTER 2, ARTICLE VIII, DIVISION 4 REGARDING RECEIPT AND DISBURSEMENT OF COUNTY FUNDS AND BUDGET PROCEDURES FOR DEFINED SERVICE CONTRACTS. (Establishing Section 2-558, previously reserved)

ORDINANCE O-26-10-101

REQUESTED BY: COMMISSIONER RUSSELL

PREPARED BY: COMMISSIONER RUSSELL

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, Chapter 2, Article VIII, Division 4 of the Knox County Code currently provides receipt and disbursement of county funds and budget procedures; and,

WHEREAS, Knox County is experiencing significant budget and debt challenges, and taxpayer resources must be allocated with great circumspection; and,

WHEREAS, Knox County owes its residents and taxpayers the highest standard of fiscal responsibility regarding stewardship of taxpayer resources; and,

WHEREAS, transparency in allocation and expenditure of taxpayer's resources must apply to all areas of the county budget, including organizations that receive tax dollars from the county; and,

WHEREAS, in the Knox County fiscal year 2027 budget, $1,909,000 was allocated to defined service contracts through the general fund, for services provided by nonprofit entities or for grants to nonprofit entities; and,

WHEREAS, Knox County should review and conduct due diligence of financial records of a nonprofit entity that receives taxpayer resources, to ensure that the resources are being utilized properly.

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, entitled "Receipt and Disbursement of County Funds; Budget Procedures," is hereby amended to add a new Section 2-558, entitled "Appropriation, Grant and Funding Contract Procedures," with subsection (a) to read as follows:

(a) Any person or organization requesting the receipt of general county funds under the designation of "Defined Services Contracts" shall submit an application in such form as may be prescribed by the mayor, subject to the minimum requirements provided herein. Such form shall include, without limitation, all information required by general state law relating to the appropriation of funds for the financial aid of any nonprofit, charitable, or civic organization. Attached to the submission of an application shall be:

1 Copy of its corporate Charter, Bylaws, and similar corporate documents.
2 Copy of IRS letter evidencing organization is a nonprofit, tax-exempt organization.
3 Copy of the most recent filed year IRS 990 tax return.
4 Salary information for organization's chief officer, next highest paid employee, and any employee with a salary greater than $100,000.
5 Disclosure of any potential staff or board member conflicts of interest.
6 Statement of nature and extent of program of organization which serves residents of Knox County, and how county funds will be used.
7 Financial budget of organization in generally accepted accounting form, including detailed accounting of expenditures budgeted to be paid by organization from funds it anticipates receiving from Knox County.
8 Financial statements of organization in generally accepted accounting form, including a copy of organization's prior year's external audit showing a clean unqualified opinion if required by the state.
9 Summarized list of other funding sources by general category, if not provided as part of financial statements.
10 Such other information, as may be required code of ordinances or law.

No organization's application will be considered eligible if a detailed accounting of expenditures paid by the organization from the funds it received from Knox County during the previous fiscal year is not on file with Knox County, if applicable.

These documents must be received by the county mayor by April 15th prior to inclusion in the Knox County Budget. The county mayor shall review applications and approve funding amounts to be included in the proposed Knox County budget. Any applications and accompanying documentation filed with the county mayor shall be available for review by the county commission.

In reporting on all applications received and reviewed during the preparation of the annual budget of the county, the director of finance shall prepare and submit for review a fiscal note describing the total funding requirements of all applications presented to the director of finance, including therewith the recommendation of the county mayor, along with anticipated revenues available for such funding.

Section 2. The Knox County Code, Chapter 2, Article VIII, Division 4, entitled "Receipt and Disbursement of County Funds; Budget Procedures," is hereby amended to add a new Section 2-558 (b), to read as follows:

(b) No request for funding pursuant to this article shall be considered by the county commission without the review, reports, and recommendations mandated herein.

Upon approval of the Knox County Budget, any organization approved for funding pursuant to this article must sign a contractual agreement with the county and ensure compliance with all stated terms and conditions; including, providing Knox County's internal audit department access to all financial, operational, and compliance records, and implementation of any recommendations and/or requirements that the internal audit department deems necessary. Included in the contract will be a requirement for the grant recipient to have an external audit with a clean unqualified opinion of each fiscal year they receive funds of $10,000 or greater as a requirement in order to continue receiving funding from Knox County in the following year.

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-18924 **38.**

AGENDA COMMITTEE

Meeting Date: 10/01/2026

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 58, Article III, Section 58-92 regarding disbursement of county funds levied through the Hotel Occupancy Tax. (Ord. No. O-91-11-101, adopted 1-27-92 and Ord. No. O-02-6-102, adopted 7-22-02) **(FIRST READING)**

(Commissioner Russell)

Attachments

Ordinance drafted by Angela Russell

ORDINANCE

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING THE KNOX COUNTY CODE, CHAPTER 58, ARTICLE III, SECTION 58-92 REGARDING DISBURSEMENT OF COUNTY FUNDS LEVIED THROUGH THE HOTEL OCCUPANCY TAX. (Ord. No. O-91-11-101, adopted 1-27-92 and Ord. No. O-02-6-102, adopted 7-22-02)

ORDINANCE O-26-10-102

REQUESTED BY: COMMISSIONER RUSSELL

PREPARED BY: COMMISSIONER RUSSELL

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, Chapter 58, Article III, Section 58-92 of the Knox County Code currently provides appropriation, grant and funding contract procedures for allocation of the hotel occupancy tax, otherwise known as the hotel/motel tax fund; and,

WHEREAS, Knox County is experiencing significant budget and debt challenges, and taxpayer resources must be allocated with great circumspection; and,

WHEREAS, Knox County owes its residents and taxpayers the highest standard of fiscal responsibility regarding stewardship of taxpayer resources; and,

WHEREAS, transparency in allocation and expenditure of taxpayer's resources must apply to all areas of the county budget, including organizations that receive tax dollars from the county; and,

WHEREAS, in the Knox County fiscal year 2027 budget nonprofit entities received $12,500,000 through the hotel/motel tax fund; and,

WHEREAS, Knox County should review and conduct due diligence of financial records of a nonprofit entity that receives taxpayer resources, to ensure that the resources are being utilized properly

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

Section 1. The Knox County Code, Chapter 58, Article III, Section 58-92, entitled "Appropriation, grant and funding contract procedures," is hereby amended by replacing subsection (a) to read as follows:

(a) Any person or organization requesting the receipt of general county funds under the designation of "Hotel/Motel Tax Funds" shall submit an application in such form as may be prescribed by the mayor, subject to the minimum requirements provided herein. Such form shall include, without limitation, all information required by general state law relating to the appropriation of funds for the financial aid of any nonprofit, charitable, or civic organization. Attached to the submission of an application shall be:

1 Copy of its corporate Charter, Bylaws, and similar corporate documents.
2 Copy of IRS letter evidencing organization is a nonprofit, tax-exempt organization.
3 Copy of the most recent filed year IRS 990 tax return.
4 Salary information for organization's chief officer, next highest paid employee, and any employee with a salary greater than $100,000.
5 Disclosure of any potential staff or board member conflicts of interest.
6 Statement of nature and extent of program of organization which serves residents of Knox County, and how county funds will be used.
7 Financial budget of organization in generally accepted accounting form, including detailed accounting of expenditures budgeted to be paid by organization from funds it anticipates receiving from Knox County.
8 Financial statements of organization in generally accepted accounting form, including a copy of organization's prior year's external audit showing a clean unqualified opinion if required by the state.
9 Summarized list of other funding sources by general category, if not provided as part of financial statements.
10 Such other information, as may be required code of ordinances or law.

No organization's application will be considered eligible if a detailed accounting of expenditures paid by the organization from the funds it received from Knox County during the previous fiscal year is not on file with Knox County, if applicable.

These documents must be received by the county mayor by April 15th prior to inclusion in the Knox County Budget. The county mayor shall review applications and approve funding amounts to be included in the proposed Knox County budget. Any applications and accompanying documentation filed with the county mayor shall be available for review by the county commission.

In reporting on all applications received and reviewed during the preparation of the annual budget of the county, the director of finance shall prepare and submit for review a fiscal note describing the total funding requirements of all applications presented to the director of finance, including therewith the recommendation of the county mayor, along with anticipated revenues available for such funding.

Section 2. The Knox County Code, Chapter 58, Article III, Section 58-92, entitled "Appropriation, grant and funding contract procedures," part (b), is hereby amended by replacing subsection (b) to read as follows:

(b) No request for funding pursuant to this article shall be considered by the county commission without the review, reports, and recommendations mandated herein.

Upon approval of the Knox County Budget, any organization approved for funding pursuant to this article must sign a contractual agreement with the county and ensure compliance with all stated terms and conditions; including, providing Knox County's internal audit department access to all financial, operational, and compliance records, and implementation of any recommendations and/or requirements that the internal audit department deems necessary. Included in the contract will be a requirement for the grant recipient to have an external audit with a clean unqualified opinion of each fiscal year they receive funds of $10,000 or greater as a requirement in order to continue receiving funding from Knox County in the following year.

Section 3. The Knox County Code, Chapter 58, Article III, Section 58-92, entitled "Appropriation, grant and funding contract procedures," part (d), is hereby amended by deleting subsection (d).

Section 4. 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-18880 **39.**

AGENDA COMMITTEE

Meeting Date: 10/01/2026

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY MAYOR

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 II, "County Commission," by adding a new Section 2-32, requiring that any increase to the compensation of County Commissioners and Knox County Board of Education members be equal to the percentage increase set by the state for other County Officials pursuant to TCA §8-24-102(d). (Knox County Code, Chapter 2, Article II, establishing Section 2-32, previously reserved). **(FIRST READING) (DEFERRED FROM SEPTEMBER AT REQUEST OF SPONSOR)**

(Commissioner Huckaby and County Mayor)

Attachments

Ordinance

Fiscal Note

ORDINANCE

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING THE KNOX COUNTY CODE, CHAPTER 2, ARTICLE II, "COUNTY COMMISSION," BY ADDING A NEW SECTION 2-32, REQUIRING THAT ANY INCREASE TO THE COMPENSATION OF COUNTY COMMISSIONERS AND KNOX COUNTY BOARD OF EDUCATION MEMBERS BE EQUAL TO THE PERCENTAGE INCREASE SET BY THE STATE FOR OTHER COUNTY OFFICIALS PURSUANT TO TCA §8-24-102(d). (Knox County Code, Chapter 2, Article II, establishing Section 2-32, previously reserved).

ORDINANCE: **O-26-9-101**

REQUESTED BY: **COMMISSIONER HUCKABY AND COUNTY MAYOR**

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, the Knox County Commission recently voted to give all Knox County employees a 6% pay increase; and

WHEREAS, this decision inadvertently resulted in County Commissioners and members of the Board of Education receiving the same 6% increase; and

WHEREAS, it is the sense of the Knox County Commission that any future salary increases should be tied to the same formula as governs other elected County officials; and

WHEREAS, under the provisions of TCA §8-24-102(d), by May 1 of each year the Comptroller determines any necessary cost of living adjustments, based on the formula provided by said statute; and

WHEREAS, this cost of living adjustment is then applied to most county elected officials except the Board of Commissioners and the Board of Education; and

WHEREAS, it is the sense of the Commission that applying the same standard to the Board of Commissioners and the Board of Education would be equitable and would remove any perception of self-dealing or conflict of interest by those bodies; and

WHEREAS, incorporating this formula into the annual budget would be consistent with the provisions of Section 2.04 of the Charter, governing Commissioner's compensation.

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

SECTION 1. The Knox County Code, Chapter 2, Article II entitled "County Commission" is hereby amended by adding new Section 2-32, which will read as follows:

Sec. 2-32. Compensation of Commissioners

Each fiscal year, the Director of Finance shall include in the proposed Budget an adjustment to the compensation of County Commissioners and Board of Education members equal to the state-mandated percentage adjustment, if any, applicable to county-official minimum compensation under Tennessee Code Annotated § 8-24-102(d), after application of any statutory limitation or cap. The County Commission shall not increase, decrease, or otherwise modify that adjustment when adopting the annual County Budget.

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-26-9-101

CAPTION:

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING THE KNOX COUNTY CODE, CHAPTER 2, ARTICLE II, "COUNTY COMMISSION," BY ADDING A NEW SECTION 2-32, REQUIRING THAT ANY INCREASE TO THE COMPENSATION OF COUNTY COMMISSIONERS AND KNOX COUNTY BOARD OF EDUCATION MEMBERS BE EQUAL TO THE PERCENTAGE INCREASE SET BY THE STATE FOR OTHER COUNTY OFFICIALS PURSUANT TO TCA §8-24-102(d).

FISCAL IMPACT ANALYSIS (PURSUANT TO SEC. 1-11 OF THE KNOX COUNTY CODE):

The fiscal impact of this Ordinance is de minimis.

Chris Caldwell, Chief Financial Officer