



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, May 05, 2026 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding
Vice Mayor Darrell Duncan
Alderman Morris Baker
Alderman Betsy Cooper

Alderman Colette George
Alderman Gary Mayes
Alderman James Phillips

Leadership Team

Chris McCartt, City Manager
Michael Borders, Assistant City Manager
Bart Rowlett, City Attorney
Travis Bishop, City Recorder
Jerry DeBerry, Fire Chief
Adrienne Batara, Public Relations Director

Ryan McReynolds, Deputy City Manager
Jessica Harmon, Assistant City Manager
Tyra Copas, Human Resources Director
Jason Bellamy, Police Chief
Floyd Bailey, Chief Information Officer

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE TO THE FLAG

III. INVOCATION

1. Tyra Copas

IV. ROLL CALL

V. RECOGNITIONS AND PRESENTATIONS

- [1.](#) ALS Awareness Month (Vice Mayor Duncan)
- [2.](#) National Drinking Water Week (Alderman Mayes)
- [3.](#) Employee Dependent Scholarship Recipients (Tyra Copas)

VI. COMMENT

Citizens may speak on agenda items and issue-oriented items. When you come to the podium, please state your name and address, and sign the register that is provided. You are encouraged to keep your comments non-personal in nature, and they should be limited to five minutes. A total of thirty minutes is allocated for public comment.

VII. APPROVAL OF MINUTES

- [1.](#) April 20, 2026 - Work Session
- [2.](#) April 21, 2026 - Business Meeting

VIII. BUSINESS MATTERS REQUIRING FIRST READING AND/ OR PUBLIC HEARINGS

For items requiring a public hearing: When you come to the podium, please state your name and address, and sign the register that is provided. Comments of speaker must pertain to the item which is the subject of the public hearing. You are encouraged to keep your comments non-personal in nature, and they should be limited to five minutes.

- [1.](#) Conduct a Public Hearing and the Six-month Plan of Services Update for the Bancroft Chapel and Landfill Access Annexations (AF-83-2026) (Sam Cooper)
- [2.](#) Conduct a Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 045D, Group K, Parcel 17.00, Located along Morison Avenue from the R-1B, Residential District to P-1, Professional Offices District (AF-123-2026) (Jessica McMurray)
- [3.](#) Consideration of a Budget Adjustment Ordinance in FY26 (AF-141-2026) (Chris McCartt)

IX. BUSINESS MATTERS REQUIRING FINAL ADOPTION

- [1.](#) Consideration of an Ordinance Amending the FY 2026 Budgets by Appropriating General Obligation Public Improvement Bond Series 2026A Proceeds (AF-124-2026) (Chris McCartt)
- [2.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026 (AF-127-2026) (Chris McCartt)

X. OTHER BUSINESS

- [1.](#) Consideration of a Resolution Authorizing the City Manager to Execute a Blanket Order for Copy Paper from Tennessee State Contract 77326 (AF-134-2026) (Chris McCartt)

- [2.](#) Consideration of a Resolution Awarding the Bid for the Purchase of Asphalt for FY27 (AF-137-2026) (Ryan McReynolds)
- [3.](#) Consideration of a Resolution Awarding the Bid for the Purchase of Concrete for FY27 (AF-138-2026) (Ryan McReynolds)
- [4.](#) Consideration of a Resolution Awarding the Bid for the Purchase of Crushed Stone for FY27 (AF-139-2026) (Ryan McReynolds)
- [5.](#) Consideration of a Resolution to Purchase Twelve (12) 2026 Ford Explorers and One (1) 2026 Transit Low Roof Van Utilizing the TN State Contract (AF-140-2026) (Ryan McReynolds)
- [6.](#) Consideration of a Resolution Awarding the Bid for the Purchase of Contracted Truck Hauling for FY27 (AF-142-2026) (Ryan McReynolds)
- [7.](#) Consideration of a Resolution Authorizing the City Manager to Purchase Two (2) 72-Passenger School Buses and One (1) 43-Passenger Special Education School Bus from Central States Bus Sales, Inc., Utilizing the Sourcewell Contract (AF-143-2026) (Ryan McReynolds)
- [8.](#) Consideration of a Resolution to Accept Fiscal Year 2024 Department of Homeland Security State and Local Cybersecurity Grant (AF-136-2026) (Floyd Bailey)
- [9.](#) Consideration of a Resolution Awarding the Bid for City Owned Surplus Real Property Located off Hawthorne Street, Tax Map 062G, Group C, Parcel 026.00 (AF-126-2026) (Travis Bishop)
- [10.](#) Consideration of a Resolution Authorizing the Mayor to Execute an Agreement with ParentSquare for a Communications and Engagement Platform for Kingsport City Schools (AF-133-2026) (David Frye)

XI. CONSENT AGENDA

XII. COMMUNICATIONS

1. City Manager
2. Mayor and Board Members

XIII. ADJOURN

City of Kingsport Proclamation

Whereas, Amyotrophic Lateral Sclerosis, or ALS, is a progressive fatal neurodegenerative disease in which a person's brain loses connection with their muscles, slowly reducing a person's ability to walk, talk, eat, and eventually breathe; and,

Whereas, thousands of new ALS cases are reported every year, and estimates show that every 90 minutes, someone is diagnosed with ALS and someone passes away from ALS; and,

Whereas, on average, patients diagnosed with ALS survive only two to five years from the time of diagnosis; and,

Whereas, the exact causes of ALS are unknown and there is no known cure for ALS; and,

Whereas, people who have served in the military are more likely to develop ALS and die from the disease than those with no history of military service; and,

Whereas, securing access to new therapies, durable medical equipment, and communication technologies is of vital importance to people living with ALS; and,

Whereas, ALS Awareness Month provides an opportunity to increase public awareness of the dire circumstances of people living with ALS, acknowledge the terrible impact this disease has on those individuals and their families, and support research to eradicate this disease.

Now, therefore, I, Paul W. Montgomery, Mayor of the City of Kingsport, and on behalf of the Board of Mayor and Aldermen of the City of Kingsport, do hereby proclaim May 2026 as

ALS Awareness Month

in the City of Kingsport and encourage the Kingsport community to join in supporting ALS research, advocating for increased funding, and standing in solidarity with those affected by this relentless disease.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Kingsport, Tennessee, to be affixed this 5th day of May, in the year of our Lord two thousand twenty-six.

Paul W. Montgomery, Mayor

City of Kingsport

Proclamation

Whereas, water is our most valuable natural resource, essential for public health, fire protection and economic vitality; and,

Whereas, drinking water serves a vital role in our daily lives, serving as an essential purpose for health, hydration and hygiene; and,

Whereas, for more than 50 years, Drinking Water Week has been observed to recognize the vital role water plays in our daily lives and to honor the dedicated professionals who work tirelessly behind the scenes to ensure its safety and reliability; and,

Whereas, our community's future depends on a sustainable and resilient water supply, requiring ongoing investment in modern infrastructure, the protection of our natural source waters and a commitment to conservation; and,

Whereas, the citizens of our city are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it.

Now, Therefore, I, Paul W. Montgomery, Mayor of the City of Kingsport, and on behalf of the Board of Mayor and Aldermen of the City of Kingsport, do hereby proclaim May 3rd through May 9th, 2026, as

Drinking Water Week

in Kingsport and encourage all citizens to recognize and appreciate the hard work that goes into making drinking water readily available.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Kingsport, Tennessee, to be affixed this the 5th day of May, in the year of our Lord two thousand and twenty-six.

Paul W. Montgomery, Mayor



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, April 20, 2026 at 3:30 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding

Vice Mayor Darrell Duncan

Alderman Morris Baker

Alderman Betsy Cooper

Alderman Colette George

Alderman Gary Mayes

Alderman James Phillips

I. CALL TO ORDER 3:30 pm by Mayor Paul Montgomery.

II. ROLL CALL by City Recorder Travis Bishop.

III. DISCUSSION ITEMS

1. Utility Financial Overview - Ryan McReynolds

The Deputy City Manager pointed out the rates would not be presented until the budget work session on May 14th, however they would be setting the framework for that conversation. He stated the goal is to mimic the paving program sustainability by reinvesting in the assets, pointing out staff would present a plan this fall. There was some discussion throughout the presentation as he answered questions from the board. Niki Ensor and Chad Austin also provided further details. Mr. McReynolds talked about the regulatory risks and the ramifications on the finances and fallout that reflects in performance. City Recorder Travis Bishop confirmed it will take four years to reach the cash reserves through the model provided by Raffelis. Mr. McReynolds explained how the revenue and expense forecast has changed. He pointed out if the rates are adjusted by 1.25 % it will help the city move forward without bonding and have the ability to cover debt. He confirmed there is no plan to adjust the sewer rate at this time. The City Manager commented on the level of analysis that goes into these projections is significant.

IV. REVIEW OF BUSINESS MEETING AGENDA

City staff gave a summary for each item on the April 21, 2026 proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, April 20, 2026, at 3:30 PM

Kingsport City Hall, 415 Broad Street, Boardroom

X.2 Consideration of a Resolution Approving a Payment in Lieu of Tax Agreement between KHRA and the Grove at Poplardale, LP (AF-101-2026) The City Manager stated that KHRA is in the process of getting tax credits for the Lee Property and this will be a similar PILOT agreement to the others.

X.6 Consideration of a Resolution to Execute a Blanket Order to NAPA Auto Parts for Various Vehicle/Equipment Parts Utilizing Sourcewell Contract (AF-104-2026) Mr. McCart confirmed to Alderman Mayes the increase was due to the rising cost of parts rather than to an aging fleet.

X.8 Consideration of a Resolution to Award the Bid to Thomas Construction Co., Inc. for the Watauga St Improvements Phase 1 Project (AF-110-2026) Deputy City Manager Ryan McReynolds provided details on the bid award, noting the goal is to wrap up the project before winter.

X.10 Consideration of a Resolution Authorizing the City Manager to Accept CAASI Bid for Wastewater Plant Valves (AF-109-2026) Mr. McReynolds stated since this is a smaller project, the work is being done internally rather than bidding it out and will save \$150,000

X.11 Consideration of a Resolution Authorizing the Mayor to Enter into an Interlocal Agreement with the Town of Mount Carmel for the City of Kingsport to Provide Residential Automated Garbage Collection (AF-92-2026) The Deputy City Manager commented the financial advisors suggested raising the cost for this service to be implemented over a three year period.

V. ITEMS OF INTEREST

- 1. Sales Tax Revenue Report**
- 2. Projects Status Report**

VI. ADJOURN

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 4:45 p.m.

ANGELA MARSHALL
Deputy City Recorder

PAUL W. MONTGOMERY
Mayor



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, April 21, 2026 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding

Vice Mayor Darrell Duncan

Alderman Morris Baker

Alderman Betsy Cooper

Alderman Colette George

Alderman Gary Mayes

Alderman James Phillips

City Administration

Ryan McReynolds, Deputy City Manager

Bart Rowlett, City Attorney

Travis Bishop, City Recorder

Angie Marshall, City Clerk/Deputy City Recorder

- I. **CALL TO ORDER** 7:00 pm by Mayor Paul Montgomery.
- II. **PLEDGE OF ALLEGIANCE TO THE FLAG** led by New Vision Youth.
- III. **INVOCATION** led by Johnnie Mae Swagerty.
- IV. **ROLL CALL** by City Recorder Travis Bishop.
- V. **RECOGNITIONS AND PRESENTATIONS**
 1. **Proclamation: Sexual Assault Awareness Month** (Alderman Cooper)
 2. **Proclamation: Volunteer Appreciation Week** (Alderman Baker)
 3. **Dobyns-Bennett High School Wrestling Team** (Vice Mayor Duncan)
- VI. **COMMENT**

Mayor Montgomery invited citizens in attendance to speak.

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Suzanne Quillen spoke on behalf of her father who was in opposition to the Fairview Avenue rezoning and listed several issues that would affect his residence. Dallon Fritz also spoke in opposition of the same rezoning item, citing safety issues, compatibility with the neighborhood and the notification process. Curt Rose commented on the agenda item regarding the naming of the courthouse and asked the board for their support. Patty Teague presented a letter suggesting a sign to mark a Kingsport landmark. She also spoke in opposition to the Fairview Avenue rezoning and presented photos showing the residences are in close proximity and listing other concerns. Aaron Rose spoke in favor of the rezoning and provided responses to some of the concerns previously mentioned regarding traffic.

There being no one else coming forward, the mayor then closed the public comment section.

VII. APPROVAL OF MINUTES *(These items are considered under one motion.)*

Motion made by Alderman Baker, Seconded by Alderman Phillips.

Passed: All present voting "aye."

- 1. April 6, 2026 - Work Session**
- 2. April 7, 2026 - Business Meeting**

VIII. BUSINESS MATTERS REQUIRING FIRST READING AND/ OR PUBLIC HEARINGS

- 1. Consideration of a Budget Adjustment Ordinance for the General Fund, General Projects Fund, Cattails Project Fund, Cattails Fund and Bays Mountain Park Community Fund in FY26 (AF-127-2026) (Chris McCartt)**

Motion made by Alderman George, Seconded by Alderman Cooper.

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE AMENDING THE 2025-2026 FISCAL YEAR BUDGET

Passed: All present voting "aye."

- 2. Consideration of an Ordinance Amending the FY 2026 Budgets by Appropriating General Obligation Public Improvement Bond Series 2026A Proceeds (AF-124-2026) (Chris McCartt)**

Motion made by Vice Mayor Duncan, Seconded by Alderman Baker.

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE AMENDING THE 2025-2026 FISCAL YEAR BUDGET

Passed: All present voting "aye."

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, April 21, 2026 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

IX. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. **Consideration of an Ordinance to Amend Zoning of Tax Map 076, a Portion of Parcel 006.50, Located along S. John B. Dennis Highway from the BC, Business Conference District to B-3, Highway-Oriented Business District (AF-88-2026) (Jessica McMurray)**

Motion made by Alderman George, Seconded by Alderman Cooper.

ORDINANCE NO. 7252 AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE A PORTION OF PROPERTY LOCATED ALONG SOUTH JOHN B. DENNIS HIGHWAY FROM THE BC, BUSINESS CONFERENCE DISTRICT TO B-3, HIGHWAY-ORIENTED BUSINESS DISTRICT IN THE 13TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading with a roll call vote: Alderman Baker, Alderman Cooper, Vice Mayor Duncan, Alderman George, Alderman Mayes, Alderman Phillips, Mayor Montgomery

2. **Consideration of an Ordinance to Amend Zoning of Tax Map 120, Parcel 003.20, Located along Fordtown Road from the R-3, Low Density Apartment District to M-1R, Light Manufacturing Restricted District (AF-86-2026) (Jessica McMurray)**

Motion made by Alderman Baker, Seconded by Alderman Phillips.

ORDINANCE NO. 7253 AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG FORDTOWN ROAD FROM THE R-3, LOW DENISTY APARTMENT DISTRICT TO M-1R, LIGHT MANUFACTURING RESTRICTED DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading with a roll call vote: Alderman Baker, Alderman Cooper, Vice Mayor Duncan, Alderman George, Alderman Mayes, Alderman Phillips, Mayor Montgomery

3. **Consideration of an Ordinance to Amend Zoning of Tax Map 0461, Group A, Parcel 014.00, Located along Revere Street from the B-2, Central Business District to B-2E, Central Business Edge District (AF-87-2026) (Jessica McMurray)**

Motion made by Vice Mayor Duncan, Seconded by Alderman George.

ORDINANCE NO. 7254 AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG REVERE STREET FROM THE B-2, CENTRAL BUSINESS DISTRICT TO B-2E, CENTRAL BUSINESS EDGE DISTRICT IN THE

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading with a roll call vote: Alderman Baker, Alderman Cooper, Vice Mayor Duncan, Alderman George, Alderman Mayes, Alderman Phillips, Mayor Montgomery

- 4. Consideration of an Ordinance to Amend Zoning of Tax Map 045E, Group C, Parcels 01.00, 00.26 and 00.27 Located along Fairview Avenue from the R-1C, Residential District to B-3, Highway-Oriented Business District (AF-96-2026) (Jessica McMurray)**

Motion made by Alderman Phillips, Seconded by Alderman Baker.

ORDINANCE NO. 7255 AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG FAIRVIEW AVENUE FROM THE R-1C, RESIDENTIAL DISTRICT TO B-3, HIGHWAY-ORIENTED BUSINESS DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading with a roll call vote:

Voting Yea: Alderman Baker, Alderman Cooper, Alderman Mayes, Alderman Phillips

Voting Nay: Vice Mayor Duncan, Alderman George, Mayor Montgomery

- 5. Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026 (AF-85-2026) (Chris McCartt)**

Motion made by Alderman George, Seconded by Alderman Phillips.

ORDINANCE NO. 7256 AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE AMENDING THE 2025-2026 FISCAL YEAR BUDGET

Passed on second reading with a roll call vote: Alderman Baker, Alderman Cooper, Vice Mayor Duncan, Alderman George, Alderman Mayes, Alderman Phillips, Mayor Montgomery

X. OTHER BUSINESS

- 1. Consideration of a Resolution Naming the Kingsport/Sullivan County Justice Center in Honor of Judge John S. McLellan (AF-72-2026) (Chris McCartt)**

Motion made by Vice Mayor Duncan, Seconded by Alderman Phillips.

RESOLUTION NO. 2026-214 A RESOLUTION APPROVING THE NAMING OF THE COURTHOUSE LOCATED IN THE KINGSPORT/SULLIVAN COUNTY JUSTICE CENTER IN HONOR OF JUDGE JOHN S. MCLELLAN, III

Passed: All present voting "aye."

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- 2. Consideration of a Resolution Approving a Payment in Lieu of Tax Agreement between KHRA and the Grove at Poplardale, LP (AF-101-2026) (Chris McCartt)**

Motion made by Alderman George, Seconded by Vice Mayor Duncan.

RESOLUTION NO. 2026-215 A RESOLUTION APPROVING A PAYMENT IN LIEU OF TAXES PROGRAM FOR THE KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY

Passed: All present voting "aye."

- 3. Consideration of a Resolution to Enter Into an Administrative Services Agreement with BCBST to Provide Administrative Services for the City's Self-Funded Health Insurance Plans (AF-89-2026) (Tyra Copas)**

Motion made by Alderman George, Seconded by Alderman Baker.

RESOLUTION NO. 2026-216 A RESOLUTION APPROVING RENEWAL OF AN ADMINISTRATIVE SERVICES AGREEMENT WITH BLUECROSS BLUESHIELD OF TENNESSEE, INC.; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

- 4. Consideration of a Resolution Renewing the Award of the Bid for Unleaded Gasoline & Ultra-Low Sulfur Diesel (AF-105-2026) (Ryan McReynolds)**

Motion made by Vice Mayor Duncan, Seconded by Alderman Phillips.

RESOLUTION NO. 2026-217 A RESOLUTION RENEWING THE AWARD OF BID FOR PURCHASE OF ULTRA LOW SULFUR DIESEL FUEL AND RENEWING THE AWARD OF BID FOR PURCHASE OF UNLEADED GASOLINE FOR USE IN CITY EQUIPMENT AND VEHICLES TO PETROLEUM TRADERS CORPORATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

- 5. Consideration of a Resolution Renewing the Award of the Bid for Propane & Propane Conversion Kits (AF-106-2026) (Ryan McReynolds)**

Motion made by Alderman George, Seconded by Alderman Cooper.

RESOLUTION NO. 2026-218 A RESOLUTION RENEWING THE AWARD OF BID FOR THE PURCHASE OF PROPANE AUTO GAS AND PROPANE CONVERSION KITS FOR USE IN CITY EQUIPMENT AND VEHICLES TO BLOSSMAN GAS AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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- 6. Consideration of a Resolution to Execute a Blanket Order to NAPA Auto Parts for Various Vehicle/Equipment Parts Utilizing Sourcewell Contract (AF-104-2026) (Ryan McReynolds)**

Motion made by Vice Mayor Duncan, Seconded by Alderman Cooper.

RESOLUTION NO. 2026-219 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO NAPA AUTO PARTS UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT FOR VARIOUS VEHICLE AND EQUIPMENT PARTS FOR FLEET MAINTENANCE

Passed: All present voting "aye."

- 7. Consideration of a Resolution Authorizing the Mayor to Sign the Pepsi Amendment for the City of Kingsport, Kingsport Aquatic Center (AF-112-2026) (Michael Borders)**

Motion made by Alderman Baker, Seconded by Alderman George.

RESOLUTION NO. 2026-220 A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE AGREEMENT WITH PEPSICO BEVERAGE SALES, LLC FOR SALES AT THE KINGSFORT AQUATIC CENTER; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

- 8. Consideration of a Resolution to Award the Bid to Thomas Construction Co., Inc. for the Watauga St Improvements Phase 1 Project (AF-110-2026) (Ryan McReynolds)**

Motion made by Alderman Phillips, Seconded by Vice Mayor Duncan.

RESOLUTION NO. 2026-221 A RESOLUTION AWARDDING THE BID FOR WATAUGA STREET IMPROVEMENTS PHASE 1 PROJECT TO THOMAS CONSTRUCTION COMPANY AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 9. Consideration for Approval of Offer for Right-of-Ways and Easements for the Reedy Creek Trunk Sewer Replacement Project (Clinchfield to Gibson Mill) (AF-108-2026) (Ryan McReynolds)**

Motion made by Vice Mayor Duncan, Seconded by Alderman Baker.

Passed: All present voting "aye."

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10. Consideration of a Resolution Authorizing the City Manager to Accept CAASI Bid for Wastewater Plant Valves (AF-109-2026) (Ryan McReynolds)

Motion made by Alderman George, Seconded by Alderman Mayes.

RESOLUTION NO. 2026-222 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR TO CAASI FLOW CONTROL FOR THE PURCHASE OF VALVES AND ASSOCIATED PARTS FOR THE WASTEWATER TREATMENT PLANT

Passed: All present voting "aye."

11. Consideration of a Resolution Authorizing the Mayor to Enter into an Interlocal Agreement with the Town of Mount Carmel for the City of Kingsport to Provide Residential Automated Garbage Collection (AF-92-2026) (Ryan McReynolds)

Motion made by Alderman Baker, Seconded by Alderman Phillips.

RESOLUTION NO. 2026-223 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTER-LOCAL AGREEMENT TO PROVIDE RESIDENTIAL AUTOMATED GARBAGE COLLECTION SERVICES TO THE TOWN OF MOUNT CARMEL, TENNESSEE

Passed: All present voting "aye."

12. Consideration of a Resolution to Enter into an Agreement with CDM Smith to Provide Engineering Services for the Wastewater Treatment Plant Blower Replacement Project (AF-113-2026) (Ryan McReynolds)

Motion made by Alderman George, Seconded by Alderman Cooper.

RESOLUTION NO. 2026-224 A RESOLUTION APPROVING AN AGREEMENT WITH CDM SMITH FOR ENGINEERING SERVICES FOR THE WATER/ WASTEWATER TREATMENT PLANT BLOWER REPLACEMENT BASIS OF DESIGN REPORT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

13. Consideration of a Resolution Authorizing the City Manager to Execute a Purchase Order for Band Uniforms for Dobyys-Bennett High School from Fred J. Miller Inc. (AF-115-2026) (David Frye)

Motion made by Vice Mayor Duncan, Seconded by Alderman Phillips.

RESOLUTION NO. 2026-225 A RESOLUTION AUTHORIZING THE PURCHASE OF BAND UNIFORMS FROM FRED J MILLER INC UTILIZING BUYBOARD CONTRACT 773-25

Passed: All present voting "aye."

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14. Consideration of a Resolution to Award the Request for Proposals for the Customized Benchmark Assessment Program for Kingsport City Schools (AF-111-2026) (David Frye)

Motion made by Alderman Phillips, Seconded by Alderman Baker.

RESOLUTION NO. 2026-226 A RESOLUTION AWARDING THE REQUEST FOR PROPOSALS FOR THE CUSTOMIZED BENCHMARK ASSESSMENT PROGRAM TO INSTRUCTURE, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

15. Consideration of a Resolution to Enter into an Agreement with TN Department of Transportation for Utilities Relocating Along State Industrial Access Serving Eastman Chemical Company (AF-51-2026) (Ryan McReynolds)

Motion made by Alderman Phillips, Seconded by Alderman George.

RESOLUTION NO. 2026-227 A RESOLUTION APPROVING AGREEMENTS WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR UTILITIES RELOCATION IN CONJUNCTION WITH A STATE INDUSTRIAL ACCESS PROJECT SERVICING EASTMAN CHEMICAL COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

16. Consideration of a Resolution to Award the Bid to Southern Constructors, Inc. for the Clinchfield Street Bridge Rehabilitation Project, and Authorize the Mayor to Sign All Applicable Documents (AF-128-2026) (Ryan McReynolds)

Motion made by Vice Mayor Duncan, Seconded by Alderman George.

RESOLUTION NO. 2026-228 A RESOLUTION AWARDING THE BID FOR CLINCHFIELD STREET BRIDGE REHABILITATION PROJECT TO SOUTHERN CONTRACTORS, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, April 21, 2026 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

- 17. Consideration of a Resolution to Approve an Amendment to the Agreement with Cain Rash West Architects for the Kingsport Public Library Project (AF-130-2026) (Michael T. Borders)**

Motion made by Alderman George, Seconded by Alderman Cooper.

RESOLUTION NO. 2026-229 A RESOLUTION APPROVING AN AGREEMENT WITH CAIN RASH WEST ARCHITECTS TO EXTEND THE SCOPE OF SERVICES FOR THE KINGSPORT PUBLIC LIBRARY PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

XI. CONSENT AGENDA *(These items are considered under one motion.)*

Motion made by Vice Mayor Duncan, Seconded by Alderman Cooper.

Passed as presented with a roll call vote: Alderman Baker, Alderman Cooper, Vice Mayor Duncan, Alderman George, Alderman Mayes, Alderman Phillips, Mayor Montgomery

- 1. Consideration of a Resolution Authorizing the Mayor to Execute Signature Authority Allowing the Chief of Police or His Designee to Electronically Complete All Necessary Documents as Required by the Department of Justice Bureau of Justice Assistance FY 2025 (AF-77-2026) (Chief Jason Bellamy)**

RESOLUTION NO. 2026-230 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER DESIGNATING THE CHIEF OF POLICE AS THE MAYOR'S DESIGNEE TO EXECUTE GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

- 2. Consideration of a Resolution to Apply for and Receive the We Love Library Grant (AF-125-2026) (Michael T. Borders)**

RESOLUTION NO. 2026-231 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A WE LOVE LIBRARIES GRANT FOR THE KINGSPORT PUBLIC LIBRARY

- 3. Consideration of a Resolution Approving a Memorandum of Understanding with Branch House - Family Justice Center (AF-129-2026) (Chris McCartt)**

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, April 21, 2026 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

RESOLUTION NO. 2026-232 A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH BRANCH HOUSE – FAMILY JUSTICE CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

- 4. Consideration of a Resolution to Approve Right-of-Way Easement with Kingsport Power Company (AF-114-2026) (Ryan McReynolds)**

RESOLUTION NO. 2026-233 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE RIGHT-OF-WAY EASEMENT WITH KINGSFORT POWER COMPANY

- 5. Consideration to Reappoint Lora Barnett and Joseph White to the Board of Zoning Appeals (AF-117-2026) (Mayor Montgomery)**

REAPPOINT LORA BARNETT FOR A THREE-YEAR TERM EXPIRING APRIL 30, 2029; APPOINT JOSEPH WHITE TO A THREE-YEAR TERM EFFECTIVE MAY 1, 2026 AND EXPIRING APRIL 30, 2029.

- 6. Consideration to Appoint Sheree Robinson and Josh McKinney and to Reappoint Scottie Burkhalter to the Community Development Advisory Committee (AF-118-2026) (Mayor Montgomery)**

APPOINT SHEREE ROBINSON TO FULFILL AN UNEXPIRED TERM EFFECTIVE IMMEDIATELY AND EXPIRING APRIL 30, 2027; APPOINT JOSH MCKINNEY TO A THREE-YEAR TERM EFFECTIVE MAY 1, 2026 AND EXPIRING APRIL 30, 2029; REAPPOINT SCOTTIE BURKHALTER EFFECTIVE MAY 1, 2026 AND EXPIRING APRIL 30, 2029.

- 7. Consideration to Reappoint Marvin Egan and Bob Prendergast to the Construction Board of Adjustments and Appeals (AF-119-2026) (Mayor Montgomery)**

REAPPOINT MARVIN EGAN FOR A THREE-YEAR TERM EFFECTIVE MAY 1, 2026 AND EXPIRING APRIL 30, 2029; REAPPOINT BOB PENDERGRAST FOR A THREE-YEAR TERM EFFECTIVE MAY 1, 2026 AND EXPIRING APRIL 30, 2029.

- 8. Consideration to Reappoint Megan Allphin to the Demolition by Neglect Committee (AF-120-2026) (Mayor Montgomery)**

REAPPOINT MEGAN ALLPHIN FOR A THREE-YEAR TERM EFFECTIVE MAY 1, 2026 AND EXPIRING APRIL 30, 2029.

- 9. Consideration to Reappoint Terry Cox and Christie Gott to the Gateway Review Commission (AF-121-2026) (Mayor Montgomery)**

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, April 21, 2026 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

REAPPOINT TERRY COX FOR A THREE-YEAR TERM EFFECTIVE MAY 1, 2026 AND EXPIRING APRIL 30, 2031; REAPPOINT CHRISTIE GOTT TO A THREE-YEAR TERM EFFECTIVE MAY 1, 2026 AND EXPIRING APRIL 30, 2031.

10. Consideration to Reappointment of Lindsey Nieuwland to the Historic Zoning Commission (AF-122-2026) (Mayor Montgomery)

REAPPOINT LINDSEY NIEUWLAND FOR A FIVE-YEAR TERM EFFECTIVE MAY 1, 2026 AND EXPIRING APRIL 30, 2031.

XII. COMMUNICATIONS

1. City Manager

Deputy City Manager Ryan McReynolds thanked the board for being patient as he filled in tonight the City Manager. He stated the City is in the midst of tremendous change in the Customer Information Systems, noting on Thursday at 5:00pm the system will go down until Monday morning while the information is being transferred. He confirmed there will be no negative impact to the customers and pointed out the many ways this information is being pushed out to the public. He thanked staff for moving it forward.

2. Mayor and Board Members

Alderman Mayes commented on the BlueCross BlueShield park opening, noting it is a \$7 million project funded by BCBS with outstanding amenities. He thanked staff for pursuing the grant. Alderman Cooper stated the Farmers Market opens Saturday. Alderman George mentioned she drives by the new park every morning and it is being used. She also mentioned the IMAX is moving along and should be open in June. Alderman Baker requested a discussion at an future work session concerning the parking downtown. Alderman Phillips stated the Exchange Place is having a spring garden fare this weekend. He also encouraged citizens to check out Visit Kingsport online regarding the "I Love This Place" campaign. He also said the new park was awesome and the kayak put-in will be nice when it is finished. Vice Mayor Duncan mentioned the Keep Kingsport Beautiful cleanup in Riverview last weekend, noting they picked up 500 pounds of trash. He also stated there will be a cleanup at the Greenbelt tomorrow for Earth Day. He noted May 2nd is the next KKB cleanup and pointed out the Healthy Kingsport road race is also coming up. Mayor Montgomery remarked the BCBS Healthy Place was a great amenity to Kingsport with no money being put in by the City. He also mentioned the great accomplishment in naming the courtroom. The Mayor noted the upcoming clean up at Darrells Dream playground at Warriors Path State Park as well as the Mayor's prayer breakfast on May 7th.

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, April 21, 2026 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

XIII. ADJOURN

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 8:35 p.m.

ANGELA MARSHALL
Deputy City Recorder

PAUL W. MONTGOMERY
Mayor



AGENDA ACTION FORM

Conduct the 6-month Plan of Services Update for the Bancroft Chapel and Landfill Access Annexations

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-83-2026 Final Adoption: May 5, 2026
Work Session: May 4, 2026 Staff Work By: S. Cooper
First Reading: N/A Presentation By: S. Cooper

Strategic Focus Area: 6. Strong & Vibrant Neighborhoods

Recommendation:

- Hold Public Hearing and receive comment for the 6-month plan of services update for the Bancroft Chapel and Landfill Access Road Annexations.

Executive Summary:

Tennessee Code Annotated 6-51-108(c) states in part, "Upon the expiration of six (6) months from the date any annexed territory for which a plan of service has been adopted becomes a part of the annexing municipality and annually thereafter until such services have been extended according to such plan, there shall be prepared and published in the newspaper of general circulation in the municipality a report of the progress made in the preceding year...The governing body of the municipality shall publish notice of a public hearing on such progress reports and changes, and hold such hearing thereon." Due to this statute and the subsequent need to conduct the identified plan of service updates, it is recommended that the Board of Mayor and Alderman conduct a public hearing and receive comment.

The plan of services deadline for the Bancroft Chapel Annexation is September 16, 2030. Sewer is awaiting extension to the Bancroft Chapel Annexation area and water is served by Bloomingdale. Street markings will be updated when needed, street lights will not be required as they were not included within the Plan of Services.

The plan of services deadline for the Landfill Access Road Annexation is defined as "when development occurs." The remaining services of water and sanitary sewer will be extended to the Landfill Access annexation site when development occurs that requires these extensions.

The notice of public hearing was published on April 10, 2026.

Attachments:

1. Notice of Public Hearing
2. Plan of Services Report
3. Map

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

Item VIII 1.

NOTICE OF PUBLIC HEARING

The Kingsport Board of Mayor and Aldermen will conduct a public hearing for the 6-month plan of services report for the following annexation areas at their May 5, 2026 regular business meeting. The meeting begins at 7:00 P.M. in the Montgomery-Watterson Boardroom, 415 Broad Street, 3rd floor, Kingsport, Tennessee.

Annexation Area: Bancroft Chapel Annexation, Resolution No. 2026-072

Effective Date: September 16, 2025

POS, deadline: Annual update with deadline of September 2030; sewer is waiting to be extended, water is served by Bloomingdale. Street markings will be updated when needed.

Annexation Area: Landfill Access Annexation, Resolution No. 2026-096

Effective Date: November 4, 2025

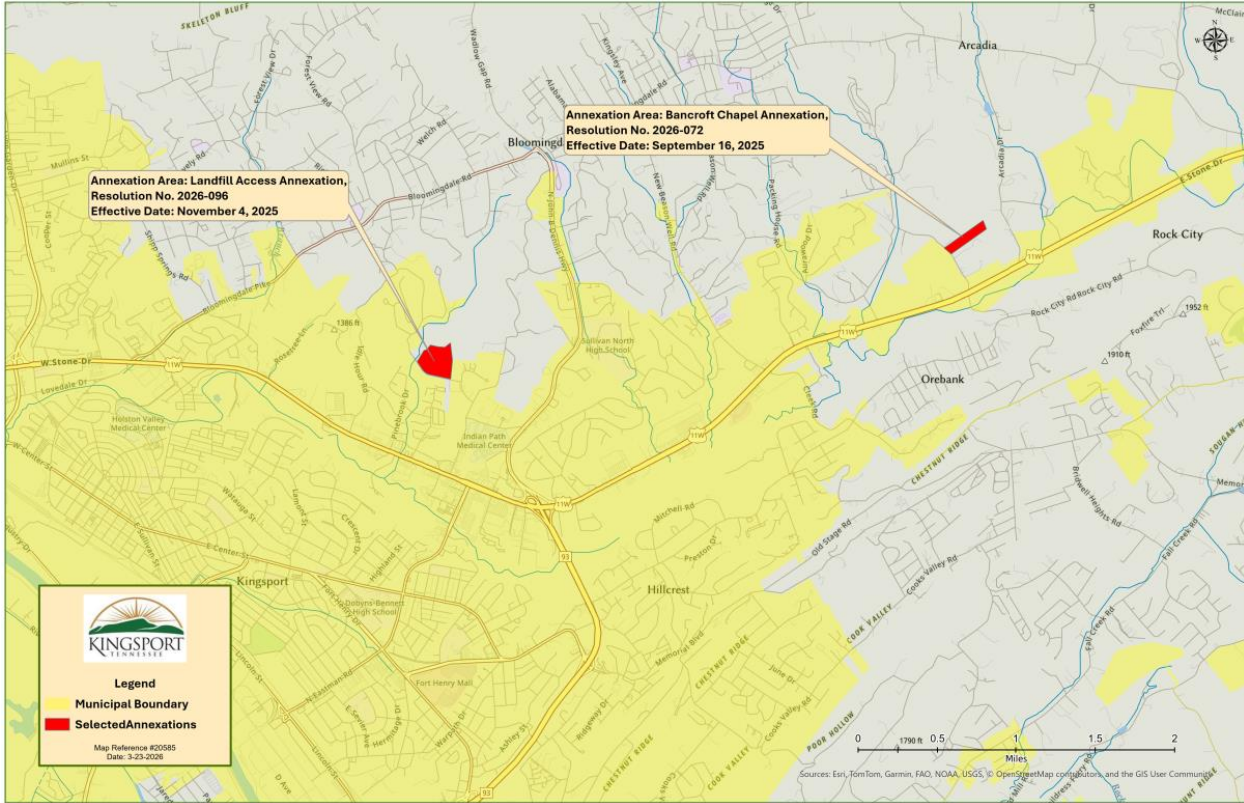
POS, deadline: Annual update with deadline of when development occurs requiring sewer and water service.

All City of Kingsport public meetings are conducted in accessible locations. If you require accommodations to participate in this meeting, these may be requested by calling (423)-229-9485 or by emailing ADAContact@KingsportTN.gov at least 72 hours in advance. Copies of any documents used are available in accessible formats upon request.

City of Kingsport
Angie Marshall, City Clerk
P1T: 4/10/26

**MAY 2026 6-MONTH PLAN OF SERVICES REPORT
FOR RESOLUTION NO. 2026-072, & NO. 2026-096**

<u>Annexation Area</u>	<u>Effective Date</u>	<u>POS Deadline</u>	<u>Status</u>
Bancroft Chapel Resolution No. 2026-072	9/16/2025	9/16/2030	Sewer is awaiting extension; water is served by Bloomingdale. Street markings will be updated when needed.
Landfill Access Resolution No. 2026-096	11/4/2025	When development occurs	Water and sewer will be extended when requested



Annexation Area: Bancroft Chapel Annexation, Resolution No. 2026-072
Effective Date: September 16, 2025

POS, deadline: Annual update with deadline of September 2030; sewer is waiting to be extended, water is served by Bloomingdale. Street markings will be updated when needed.

Annexation Area: Landfill Access Annexation, Resolution No. 2026-096
Effective Date: November 4, 2025

POS, deadline: Annual update with deadline of when development occurs requiring sewer and water service.



AGENDA ACTION FORM

Consideration of an Ordinance to Amend Zoning of Tax Map 045D, Group K, Parcel 17.00, Located along Morison Avenue from the R-1B, Residential District to P-1, Professional Offices District

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-123-2026
Work Session: May 4, 2026
First Reading: May 5, 2026
Final Adoption: May 19, 2026
Staff Work By: Jessica McMurray
Presentation By: Jessica McMurray

Strategic Focus Area: 5. Thriving Local Economy

Recommendation:

- Hold public hearing
- Approve ordinance

Executive Summary:

If approved, this owner-initiated request would **rezone approximately .36 acres along Morison Avenue from the R-1B, Residential District to the P-1, Professional Offices District.**

During their April 2026 regular meeting, the Kingsport Regional Planning Commission **voted to send a positive recommendation** to the Board of Mayor and Aldermen by a vote of 8-0.

The proposed rezoning to P-1 is appropriate and compatible with surrounding properties; it aligns with adjacent P-1 districts and provides a suitable transition from nearby residential areas without negatively impacting neighboring uses.

Supporting documentation, including standards of review and potential uses within the P-1 zone, is provided in the supplementary information.

No opposition was received to this item.

The notice of public hearing was published on April 13, 2026.

Attachments:

1. Notice of Public Hearing
2. Zoning Ordinance
3. Supplementary Information
4. Staff Report

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

NOTICE OF PUBLIC HEARING

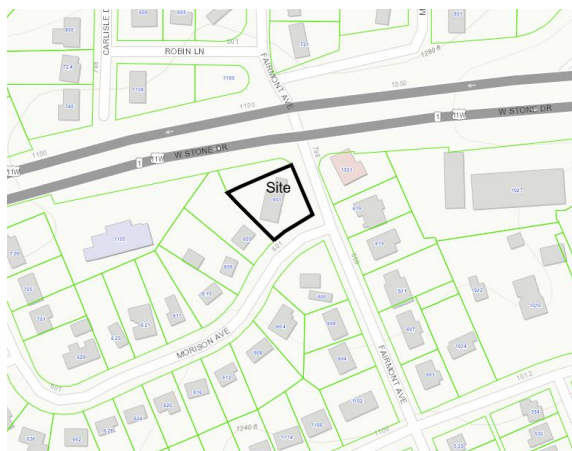
NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on May 5, 2026 to consider the rezoning of Tax Map 045D, Group K, Parcel 017.00 located along Morison Avenue from the R-1B, Residential District to P-1, Professional Offices District. The regular business meeting will begin at 7:00 p.m. in the Montgomery-Watterson Boardroom located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING AT A POINT, SAID POINT LOCATED AT THE NORTHWESTERLY INTERSECTION OF MORISON AVENUE AND FAIRMONT AVENUE. THENCE ALONG THE WESTERLY SIDELINE OF FAIRMONT AVENUE 110 FEET TO A POINT, SAID POINT A CORNER TO LOT 12, BLOCK 24, SEVIER TERRACE ADDITION (PLAT BOOK 5, PAGE 115). THENCE LEAVING SAID SIDELINE AT A RIGHT ANGLE (ALONG LOT 12) 150 FEET TO A POINT, SAID POINT A CORNER TO LOT 12 AND IN THE LINE OF LOT 10. THENCE WITH AN INTERIOR ANGLE TO THE RIGHT OF $67^{\circ} 45'$ (ALONG LOT 10) 137.78 FEET TO A POINT, SAID POINT A CORNER TO LOT 10 AND LOCATED ON THE NORTHWESTERLY SIDELINE OF MORISON AVENUE. THENCE ALONG SAID SIDELINE BY A CURVE TO THE RIGHT HAVING A RADIUS 278.84 FEET AND AN ARC LENGTH 100 FEET TO THE POINT OF BEGINNING, SAID PARCEL BEING KNOWN AS LOT 11, BLOCK 24, SEVIER TERRACE ADDITION.

All interested persons are invited to attend this meeting and public hearing. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division, telephone 423-229-9485.

All City of Kingsport public meetings are conducted in accessible locations. If you require accommodations to participate in this meeting, these may be requested by calling (423) 229-9401, ext. 5 or by emailing ADAContact@KingsportTN.gov at least 72 hours in advance. Copies of any documents used are available in accessible formats upon request.



CITY OF KINGSPORT
Angie Marshall, City Clerk
PIT: 4/13/2026

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG MORISON AVENUE FROM THE R-1B, RESIDENTIAL DISTRICT TO P-1, PROFESSIONAL OFFICES DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, AS FOLLOWS:

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone a portion of property located along Morison Avenue from the R-1B, Residential District to P-1, Professional Offices District in the 11th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING AT A POINT, SAID POINT LOCATED AT THE NORTHWESTERLY INTERSECTION OF MORISON AVENUE AND FAIRMONT AVENUE. THENCE ALONG THE WESTERLY SIDELINE OF FAIRMONT AVENUE 110 FEET TO A POINT, SAID POINT A CORNER TO LOT 12, BLOCK 24, SEVIER TERRACE ADDITION (PLAT BOOK 5, PAGE 115). THENCE LEAVING SAID SIDELINE AT A RIGHT ANGLE (ALONG LOT 12) 150 FEET TO A POINT, SAID POINT A CORNER TO LOT 12 AND IN THE LINE OF LOT 10. THENCE WITH AN INTERIOR ANGLE TO THE RIGHT OF $67^{\circ} 45'$ (ALONG LOT 10) 137.78 FEET TO A POINT, SAID POINT A CORNER TO LOT 10 AND LOCATED ON THE NORTHWESTERLY SIDELINE OF MORISON AVENUE. THENCE ALONG SAID SIDELINE BY A CURVE TO THE RIGHT HAVING A RADIUS 278.84 FEET AND AN ARC LENGTH 100 FEET TO THE POINT OF BEGINNING, SAID PARCEL BEING KNOWN AS LOT 11, BLOCK 24, SEVIER TERRACE ADDITION.

SECTION II. Any person violating any provisions of this ordinance shall be guilty of an offense and upon conviction shall pay a penalty of FIFTY DOLLARS (\$50.00) for each offense. Each occurrence shall constitute a separate offense.

SECTION III. That this ordinance shall take effect from and after the date of its passage and publication, as the law directs, the public welfare of the City of Kingsport, Tennessee requiring it.

PAUL W. MONTGOMERY
Mayor

ATTEST:

Item VIII.2.

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____

Supplementary Information – Morison Avenue Rezoning Request

Principal uses. Principal uses permitted in the P-1, Professional Offices District are as follows:

Offices for business, professional, governmental, civic, insurance or other groups; Credit agencies, brokers, travel agencies, computer or data processing centers, real estate offices, finance, photography studios, law offices.

Special exceptions are permitted only with the approval of the BZA and are allowed in the P-1 district as follows:

Offices of veterinarians, animal hospitals; Hospitals, rest or convalescent homes; Group homes; Communication facilities; Golf courses; Medical or dental offices

Standards of Review:

- 1. Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** Yes. The proposed P-1 zoning is appropriate as the property abuts existing P-1 districts to the north and east, making it a logical extension of professional office uses and a suitable transition from nearby residential areas.
- 2. Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** No. P-1 uses are low-intensity and are not expected to negatively impact nearby properties. The adjacent P-1 zoning further supports compatibility.
- 3. Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** Yes. While the property has reasonable use under R-1B, the proposed P-1 zoning represents an appropriate and viable use given surrounding conditions.
- 4. Whether the proposal is in conformity with the policies and intent of the land use plan?** Yes. The request supports land use policies that encourage appropriate transitions between residential and non-residential uses, with P-1 serving as a buffer district.

Proposed use: Professional Office

The Future Placetype Map recommends compact neighborhood.

- 5. Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** Yes. The adjacent P-1 zoning establishes a clear precedent and supports a logical, consistent zoning pattern.

Kingsport Regional Planning Commission

Rezoning Report

File Number REZONE26-0072

Morison Avenue Rezoning

Property Information			
Address		Morison Avenue	
Tax Map, Group, Parcel		Tax Map 045D Group K Parcel 017.00	
Civil District		11	
Overlay District		N/A	
Land Use Designation		Single-Family	
Acres		Rezone Site .36 acres +/-	
Existing Use	Single-family	Existing Zoning	R-1B
Proposed Use	Professional Office	Proposed Zoning	P-1
Owner /Applicant Information			
Name: Bridget McAninch Address: 218 Bell Street City: Blountville State: TN Zip Code: 37617		Intent: <i>To rezone from R-1B (Residential District) to P-1 (Professional Offices District) to accommodate a professional office.</i>	
Planning Department Recommendation			
The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Alderman for the following reasons: <ul style="list-style-type: none"> • <i>The zoning change to P-1 is compatible with adjacent P-1 zones.</i> • <i>The P-1 zone serves as an appropriate transition between residential and nonresidential uses.</i> Staff Field Notes and General Comments: <ul style="list-style-type: none"> • <i>Water and sewer available to the rezoning site.</i> • <i>The development review team is supportive of the rezoning request.</i> 			
Planner:	Jessica McMurray	Date:	March 23, 2026
Planning Commission Action		Meeting Date:	April 16, 2026
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION

ADDRESS	Morison Avenue
DISTRICT	11
OVERLAY DISTRICT	N/A
EXISTING ZONING	R-1B (Residential District)
PROPOSED ZONING	P-1 (Professional Office District)
ACRES	Rezone Site +/- .36 acres
EXISTING USE	Single-family
PROPOSED USE	Professional Office

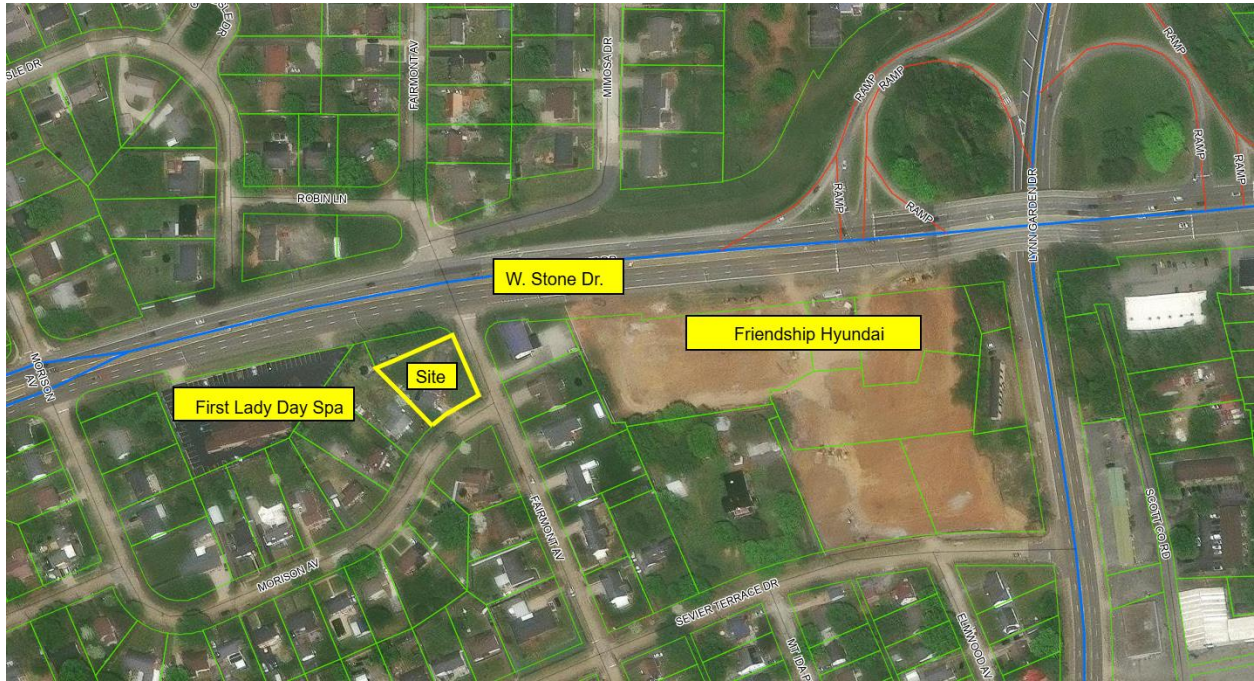
PETITIONER

ADDRESS **218 Bell Street, Blountville, TN 37617**

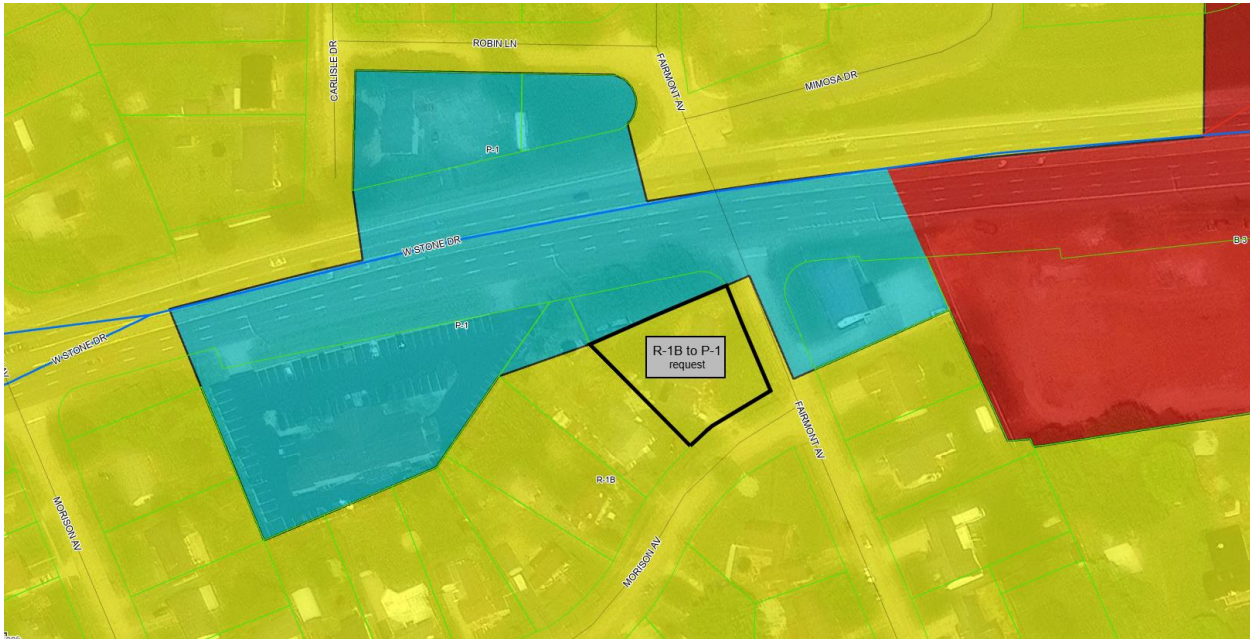
INTENT

To rezone from R-1B (Residential District) to P-1 (Professional Offices District) to accommodate a professional office.

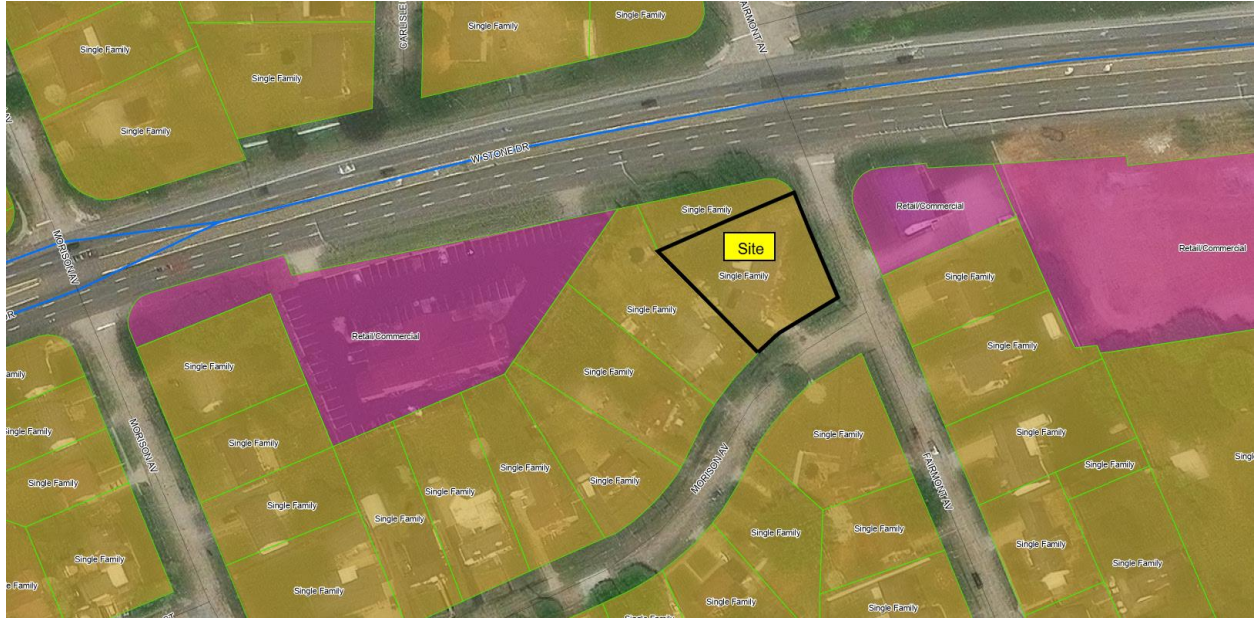
Vicinity Map



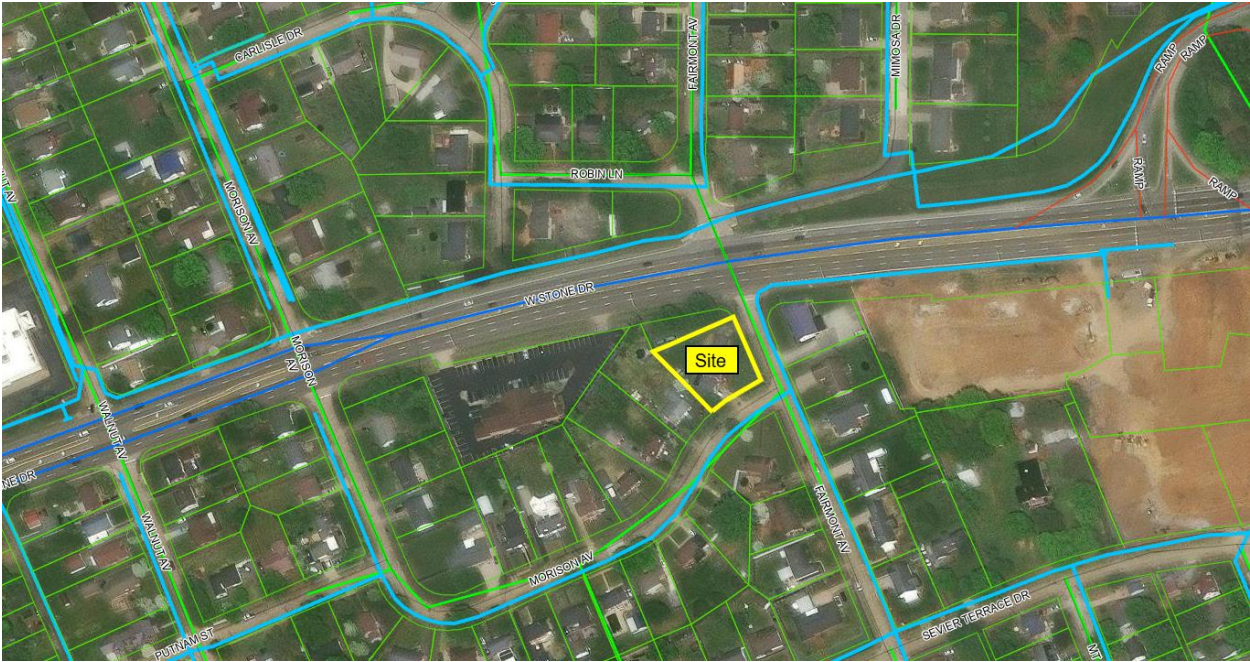
Surrounding City Zoning Map



Future Land Use Plan 2030



Aerial



View from Morison Ave Facing Site



View from W. Stone Drive Facing Site (Rear)



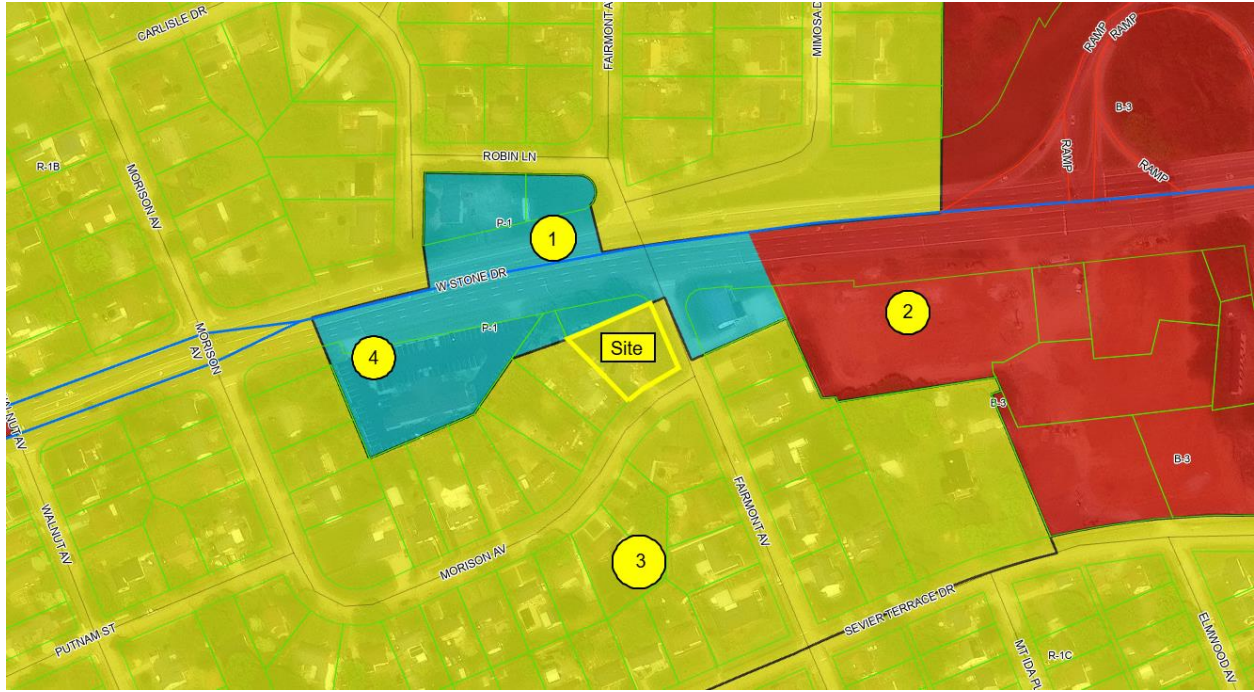
View of from Morison Avenue Facing Site



View from Site Facing Fairmont Ave.



EXISTING USES LOCATION MAP



Kingsport Regional Planning Commission

Rezoning Report

File Number REZONE26-0072

Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North	1	<u>Zone: City P-1</u> Use: office	
East	2	<u>Zone: City B-3</u> Use: commercial	
South	3	<u>Zone: City R-1</u> Use: residential	
West	4	<u>Zone: City P-1</u> Use: office	

Standards of Review

Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 5, below, as well as any other factors it may find relevant.

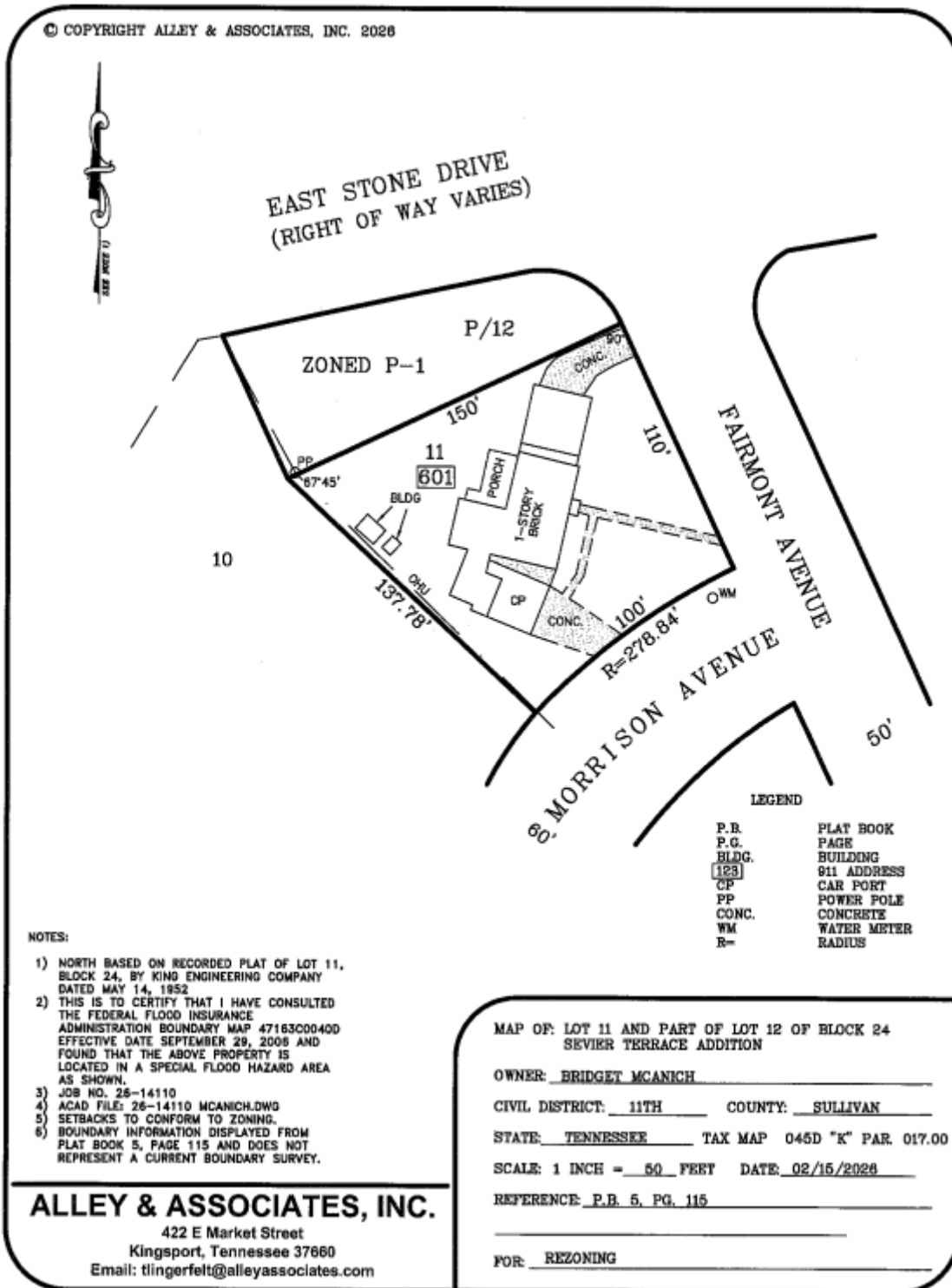
- 1. Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** Yes. The proposed P-1 zoning is appropriate as the property abuts existing P-1 districts to the north and east, making it a logical extension of professional office uses and a suitable transition from nearby residential areas.
- 2. Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** No. P-1 uses are low-intensity and are not expected to negatively impact nearby properties. The adjacent P-1 zoning further supports compatibility.
- 3. Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** Yes. While the property has reasonable use under R-1B, the proposed P-1 zoning represents an appropriate and viable use given surrounding conditions.
- 4. Whether the proposal is in conformity with the policies and intent of the land use plan?** Yes. The request supports land use policies that encourage appropriate transitions between residential and non-residential uses, with P-1 serving as a buffer district.

Proposed use: Professional Office

The Future Placetype Map recommends compact neighborhood.

- 5. Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** Yes. The adjacent P-1 zoning establishes a clear precedent and supports a logical, consistent zoning pattern.

Zoning Development Plan (A Full Size Copy Available for Meeting)



CONCLUSION

Staff recommends approval of the rezoning from R-1B to P-1, as the proposal is compatible with adjacent P-1 zones and provides an appropriate transitional buffer between residential areas and nonresidential uses.



AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-141-2026
Work Session: May 4, 2026
First Reading: May 5, 2026

Final Adoption: May 18, 2026
Staff Work By: Wilson
Presentation By: McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:

Approve the Budget Ordinance

Executive Summary:

If approved, the General Projects – Special Revenue Fund will be amended by transferring \$37,611 from the Former Tri-City Linen Demo Project (NC2315) to the Building Demolition Project (NC2313) for the purpose of 830 & 838 W. Industry Drive Storage Building Demolition.

The Urban Mass Transit Fund will be amended by accepting Tennessee Department of Transportation funds in the amount of \$20,000 and accepting \$20,000 local match from the General Fund in the amount of \$20,000 into the 5307 Operations/ Capital Project (FTA038).

The Storm Water Project Fund be amended by transferring \$20,884 from the Urban Forestry Initiative Project (ST2105), \$57,653 from the Main St. Storm Upgrades Project (ST2110), \$91,667 from the Stormwater Asset Mapping Project (ST2303), and \$11,749 from the Maintenance Facility Improvement Project (ST2401) and transferring \$181,953 to the Watauga St. Storm Upgrades Project (ST2601).

The Sewer Fund be amended by transferring \$456,000 to the Sewer Project Fund for the Sewer Extension for Bancroft Chapel Annexation project (SW2609).

Attachments:

1. Budget Ordinance

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayer	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

**AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE
AMENDING THE 2025-2026 FISCAL YEAR BUDGET**

WHEREAS, the City adopted the fiscal year 2025-2026 budget by passage of Ordinance No. 7208; and

WHEREAS, pursuant to the Tennessee state constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, pursuant to the Municipal Budget Law of 1982, as found in the *Tennessee Code Annotated*, section 6-56-209, the Mayor and Board of Mayor and Aldermen have the authority to authorize the budget officer to transfer moneys from one appropriation to another within the same fund; and

WHEREAS, expenses and revenues are anticipated to vary from original budgeted amounts; and

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I: Ordinance No. 7208 is hereby amended increasing(decreasing) the fiscal year 2025-2026 budget as follows:

General Projects Special Rev Fund: 111 Tri-City Linen Demo Project (NC2315)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
111-0000-391.01-00 From General Fund	300,000	262,389	(37,611)
Total	\$ 300,000	\$ 262,389	\$ (37,611)
Expenses			
111-0000-601.20-22 Construction Contracts	300,000	262,389	(37,611)
Total	\$ 300,000	\$ 262,389	\$ (37,611)
Change in Project Fund Balance			\$ -

General Projects Special Rev Fund: 111 Building Demolition (NC2313)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
111-0000-391.01-00 From General Fund	1,709,643	1,747,254	37,611
Total	\$ 1,709,643	\$ 1,747,254	\$ 37,611
Expenses			
111-0000-601.20-23 Arch/Eng/Landscaping Services	11,790	49,401	37,611
Total	\$ 11,790	\$ 49,401	\$ 37,611
Change in Project Fund Balance			\$ -

Mass Urban Transit Fund: 123 5307 Operations/ Capital Project (FTA038)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
123-0000-332.90-00 State Dept. of Transportation	-	20,000	20,000
123-0000-332.90-00 From General Fund	-	20,000	20,000
Total	\$ -	\$ 40,000	\$ 40,000
Expenses			
123-5901-602.20-56 Repair & Maint - Vehicles	-	40,000	40,000
Total	\$ -	\$ 40,000	\$ 40,000
Change in Project Fund Balance			\$ -

Stormwater Project Fund: 457 Urban Forestry Initiative (ST2105)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
457-0000-391.95-00 Storm Water Fund	24,761	3,877	(20,884)
Total	\$ 24,761	\$ 3,877	\$ (20,884)
Expenses			
457-0000-622.90-03 Improvements	24,761	3,877	(20,884)
Total	\$ 24,761	\$ 3,877	\$ (20,884)
Change in Project Fund Balance			\$ -

Stormwater Project Fund: 457 Main St. Storm Upgrades (ST2110)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
457-0000-391.95-00 Storm Water Fund	488,500	430,847	(57,653)
Total	\$ 488,500	\$ 430,847	\$ (57,653)
Expenses			
457-0000-622.90-03 Improvements	578,465	520,812	(57,653)
Total	\$ 578,465	\$ 520,812	\$ (57,653)
Change in Project Fund Balance			\$ -

Stormwater Project Fund: 457 Stormwater Asset Mapping (ST2303)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
457-0000-391.95-00 Storm Water Fund	91,800	133	(91,667)
Total	\$ 91,800	\$ 133	\$ (91,667)
Expenses			
457-0000-622.20-20 Consulting	794,800	703,133	(91,667)
Total	\$ 794,800	\$ 703,133	\$ (91,667)
Change in Project Fund Balance			\$ -

Stormwater Project Fund: 457 Maintenance Facility Improvements (ST2401)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
457-0000-391.95-00 Storm Water Fund	95,873	84,124	(11,749)
Total	\$ 95,873	\$ 84,124	\$ (11,749)
Expenses			
457-0000-622.90-03 Improvements	80,373	68,624	(11,749)
Total	\$ 80,373	\$ 68,624	\$ (11,749)
Change in Project Fund Balance			\$ -

Stormwater Project Fund: 457 Watauga St. Storm Upgrades (ST2601)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
457-0000-391.95-00 Storm Water Fund	-	181,953	181,953
Total	\$ -	\$ 181,953	\$ 181,953
Expenses			
457-0000-622.20-23 Architects/Landscaping	-	22,453	22,453
457-0000-622.90-03 Improvements	-	159,500	159,500
Total	\$ -	\$ 181,953	\$ 181,953
Change in Project Fund Balance			\$ -

Sewer Project Fund: 452 Sewer Ext. for Bancroft Chapel Annex (SW2609)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
452-0000-391.42-00 From Sewer Fund	-	456,000	456,000
Total	\$ -	\$ 456,000	\$ 456,000
Expenses			
452-0000-606.20-23 Engineering Fees		56,000	56,000
452-0000-606.90-03 Improvements	-	400,000	400,000
Total	\$ -	\$ 456,000	\$ 456,000
Change in Project Fund Balance			\$ -

Sewer Fund: 412	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Expenses			
412-5010-501.70-44 To Sewer Project Fund	-	456,000	456,000
Total	\$ -	\$ 456,000	\$ 456,000
Change in Fund Balance			\$ (456,000)

SECTION II: That this Ordinance shall take effect from and after its date of passage, as the law directs, the welfare of the City of Kingsport, Tennessee requiring it.

PAUL W. MONTGOMERY, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Consideration of an Ordinance Amending the FY 2026 Budgets by Appropriating General Obligation Public Improvement Bond Series 2026A Proceeds

To: Board of Mayor and Aldermen
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-124-2026
 Work Session: April 20, 2026
 First Reading: April 21, 2026

Final Adoption: May 5, 2026
 Staff Work By: Wilson/Bishop
 Presentation By: McCartt

Strategic Focus Area: 2. Sustainable Infrastructure

Recommendation:
 Approve the Ordinance

Executive Summary:
 If approved, the General Project Fund, Sewer Funds, and Cattails Funds will be amended by accepting bonds proceeds to the following projects:

- Washington HVAC (GP2512): \$ 2,300,000
- Lynn Garden School (GP2507): \$ 2,600,000
- SIA Road (GP2601): \$ 750,000
- Senior Center Parking (GP2609): \$ 750,000
- Clinchfield Bridge (GP2604): \$ 1,378,530
- Watauga Street (GP2605): \$ 2,000,000
- White & Eastman (GP2606): \$ 650,000
- Jessee & Memorial (GP2607): \$ 750,000
- Other Bridge Projects (GP2608): \$ 1,780,862
- Pendragon (SW2607) \$ 1,000,000
- Watauga Sewer Improvements (SW2608) \$ 2,239,848
- CG2401 Golf Equipment \$ 550,000
- CG2601 Pump System Replacement \$ 1,069,924

Attachments:
 1. Budget Ordinance

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

**AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE
AMENDING THE 2025-2026 FISCAL YEAR BUDGET**

WHEREAS, the City adopted the fiscal year 2025-2026 budget by passage of Ordinance Number 7208, 7209, and 7210; and

WHEREAS, pursuant to the Tennessee state constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, pursuant to the Municipal Budget Law of 1982, as found in the *Tennessee Code Annotated*, section 6-56-209, the Mayor and Board of Mayor and Aldermen have the authority to authorize the budget officer to transfer moneys from one appropriation to another within the same fund; and

WHEREAS, on January 20, 2026, the Board of Mayor and Aldermen (the "Board") of the City of Kingsport, Sullivan and Hawkins Counties, Tennessee (the "Municipality"), adopted Resolution No. 2026-150 to issue General Obligation Public Improvement Bond Series 2026A not to exceed \$16,500,000, to Provide Funding for Certain Public Works Projects and to Fund the Incidental and Necessary Expenses Related Thereto" (the "Initial Resolution"), authorizing and directing, among other things, the issuance by the Municipality of its general obligation public improvement bonds for the purpose of financing a portion of the costs of certain public works projects, consisting of the acquisition of public art; acquisition, construction, improvement, renovation and equipping of public school facilities; construction, expansion and improvement of roads, streets, bridges, parking and infrastructure; improvement and equipping of the Municipality's convention center and golf course, including a new pump system and mowers for the golf course; construction, expansion, improvement and equipping of the Municipality's sewer system; acquisition of all property real and personal, appurtenant thereto or connected with such work; and to pay legal, fiscal, administrative, and engineering costs (collectively, the "Project"); to reimburse the Municipality for the costs of any of the above projects, to pay capitalized interest, and to pay costs incident to the issuance and sale of the Bonds;

WHEREAS, it is necessary and desirable to provide for the proper allocation, deposit, and disbursement of the Bond proceeds

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I: Ordinances # 7208, 7209 and 7210 are hereby amended increasing the fiscal year 2025-2026 budget as follows:

General Project Fund: 311 Washington HVAC (GP2512)		FY 2026 Original Budget	FY 2026 Estimated	Proposed Amendment
Revenues				
	GO Bond Series 2026A	-	2,129,730	2,129,730
	Premium on Bond Sale	-	193,552	193,552
	Total	-	2,323,282	2,323,282
Expenses				
	Construction Contracts		2,300,000	2,300,000
	Bond Sale Expense	-	23,282	23,282
	Total	-	2,323,282	2,323,282
Change in Project Fund Balance				-
General Project Fund: 311 Lynn Garden School (GP2507)		FY 2026 Original Budget	FY 2026 Estimated	Proposed Amendment
Revenues				
	GO Bond Series 2026A	-	2,407,521	2,407,521
	Premium on Bond Sale	-	218,798	218,798
	Total	-	2,626,319	2,626,319
Expenses				
	Construction Contracts		2,600,000	2,600,000
	Bond Sale Expense	-	26,319	26,319
	Total	-	2,626,319	2,626,319
Change in Project Fund Balance				-
General Project Fund: 311 SIA Road (GP2601)		FY 2026 Original Budget	FY 2026 Estimated	Proposed Amendment
Revenues				
	GO Bond Series 2026A	-	694,477	694,477
	Premium on Bond Sale	-	63,115	63,115
	Total	-	757,592	757,592
Expenses				
	Construction Contracts		750,000	750,000
	Bond Sale Expense	-	7,592	7,592
	Total	-	757,592	757,592
Change in Project Fund Balance				-

General Project Fund: 311	FY 2026	FY 2026	Proposed
Senior Center Parking (GP2609)	Original Budget	Estimated	Amendment
Revenues			
GO Bond Series 2026A	-	694,477	694,477
Premium on Bond Sale	-	63,115	63,115
Total	-	757,592	757,592
Expenses			
Construction Contracts		750,000	750,000
Bond Sale Expense	-	7,592	7,592
Total	-	757,592	757,592
Change in Project Fund Balance			-
General Project Fund: 311	FY 2026	FY 2026	Proposed
Clinchfield Bridge (GP2604)	Original Budget	Estimated	Amendment
Revenues			
GO Bond Series 2026A	-	1,276,476	1,276,476
Premium on Bond Sale	-	116,008	116,008
Total	-	1,392,484	1,392,484
Expenses			
Construction Contracts		1,378,530	1,378,530
Bond Sale Expense	-	13,954	13,954
Total	-	1,392,484	1,392,484
Change in Project Fund Balance			-
General Project Fund: 311	FY 2026	FY 2026	Proposed
Watauga Street (GP2605)	Original Budget	Estimated	Amendment
Revenues			
GO Bond Series 2026A	-	1,851,939	1,851,939
Premium on Bond Sale	-	168,306	168,306
Total	-	2,020,245	2,020,245
Expenses			
Construction Contracts		2,000,000	2,000,000
Bond Sale Expense	-	20,245	20,245
Total	-	2,020,245	2,020,245
Change in Project Fund Balance			-

General Project Fund: 311 White & Eastman (GP2606)		FY 2026 Original Budget	FY 2026 Estimated	Proposed Amendment
Revenues				
	GO Bond Series 2026A	-	601,880	601,880
	Premium on Bond Sale	-	54,700	54,700
	Total	-	656,580	656,580
Expenses				
	Construction Contracts		650,000	650,000
	Bond Sale Expense	-	6,580	6,580
	Total	-	656,580	656,580
Change in Project Fund Balance				-
General Project Fund: 311 Jessee & Memorial (GP2607)		FY 2026 Original Budget	FY 2026 Estimated	Proposed Amendment
Revenues				
	GO Bond Series 2026A	-	694,477	694,477
	Premium on Bond Sale	-	63,115	63,115
	Total	-	757,592	757,592
Expenses				
	Construction Contracts		750,000	750,000
	Bond Sale Expense	-	7,592	7,592
	Total	-	757,592	757,592
Change in Project Fund Balance				-
General Project Fund: 311 Other Bridge Projects (GP2608)		FY 2026 Original Budget	FY 2026 Estimated	Proposed Amendment
Revenues				
	GO Bond Series 2026A	-	1,649,023	1,649,023
	Premium on Bond Sale	-	149,866	149,866
	Total	-	1,798,889	1,798,889
Expenses				
	Construction Contracts		1,780,862	1,780,862
	Bond Sale Expense	-	18,027	18,027
	Total	-	1,798,889	1,798,889
Change in Project Fund Balance				-

Sewer Fund: 412		FY 2026 Original Budget	FY 2026 Estimated	Proposed Amendment
Revenues				
	GO Bond Series 2026A	-	3,239,848	3,239,848
	Total	-	3,239,848	3,239,848
Expenses				
	Bond Series 2026A Transfer	-	3,239,848	3,239,848
	Total	-	3,239,848	3,239,848
Change in Project Fund Balance				-
Sewer Project Fund: 452 Pendragon (SW2607)		FY 2026 Original Budget	FY 2026 Estimated	Proposed Amendment
Revenues				
	GO Bond Series 2026A	-	1,000,000	1,000,000
	Total	-	1,000,000	1,000,000
Expenses				
	Improvements	-	1,000,000	1,000,000
	Total	-	1,000,000	1,000,000
Change in Project Fund Balance				-
Sewer Project Fund: 452 Wataugua Sewer Improvements (SW2608)		FY 2026 Original Budget	FY 2026 Estimated	Proposed Amendment
Revenues				
	GO Bond Series 2026A	-	2,239,848	2,239,848
	Total	-	2,239,848	2,239,848
Expenses				
	Bond Series 2026A Transfer	-	2,239,848	2,239,848
	Total	-	2,239,848	2,239,848
Change in Project Fund Balance				-

Cattails Golf Fund: 421		FY 2026 Original Budget	FY 2026 Estimated	Proposed Amendment
Revenues				
	GO Bond Series 2026A	-	1,619,924	1,619,924
	Total	-	1,619,924	1,619,924
Expenses				
	Bond Series 2026A Transfer	-	1,619,924	1,619,924
	Total	-	1,619,924	1,619,924
Change in Project Fund Balance				-
Cattails Golf Fund: 453 CG2401 Golf Equipment (Renamed)		FY 2026 Original Budget	FY 2026 Estimated	Proposed Amendment
Revenues				
	GO Bond Series 2026A	-	550,000	550,000
	Total	-	550,000	550,000
Expenses				
	Capital Outlay/Equipment	-	550,000	550,000
	Total	-	550,000	550,000
Change in Project Fund Balance				-
Cattails Golf Fund: 453 CG2601 Pump System Replacement		FY 2026 Original Budget	FY 2026 Estimated	Proposed Amendment
Revenues				
	GO Bond Series 2026A	-	1,069,924	1,069,924
	Total	-	1,069,924	1,069,924
Expenses				
	Capital Outlay/Improvements	-	1,069,924	1,069,924
	Total	-	1,069,924	1,069,924
Change in Project Fund Balance				-

SECTION II: That this Ordinance shall take effect from and after its date of passage, as the law directs, the welfare of the City of Kingsport, Tennessee requiring it.

PAUL W. MONTGOMERY, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:
PASSED ON 2ND READING:



AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026

To: Board of Mayor and Aldermen
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-127-2026
 Work Session: April 20, 2026
 First Reading: April 21, 2026
 Final Adoption: **May 5, 2026**
 Staff Work By: Wilson
 Presentation By: McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
 Approve the Budget Ordinance

Executive Summary:

If approved, the General Projects Fund will be amended by accepting Tennessee Department of Environment and Conservation funds in the amount of \$500,000 into the Brownfield Redevelopment Area Grant (Cement Hill) project (GP2603) to identify, investigate, remediate and encourage the redevelopment of brownfields and transferring \$260,000 from the Border Reg Rd Project (GP1228) to the State Industrial Access Project (GP2601), by transferring \$15,337 from General Park Improvements Project (GP2106) close project, \$89,056 from Bike Park & Lighting Project (GP2204), transferring \$63,691 from Bays Mountain Exhibits Project (GP2206), transferring \$215,263 from BMP Nature Center Project (GP2215), transferring \$159,178 from Parks ADA Project (NC2207), transferring \$370,337 from Leisure Services Projects (NC2331) close project, by accepting \$2,077,600 into BMP Nature Center Ph II (GP2609) and appropriating \$167,675 in expenses, by accepting \$795,000 in Bike Park Project (GP2610) , and accepting \$243,562 in BMP Otter Exhibit (GP2305).

The Cattails Project Fund be amended by transferring \$39,151 from Cattails Misc. Project (CG2401) to the Cattails Fund to capitalize the utility vehicle expense.

The Bays Mountain Park Community Fund will be amended by accepting \$100,000 and transferring \$395,000 in fund balance to Bays Mountain Fund.

Attachments:

- 1. Budget Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

**AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE
AMENDING THE 2025-2026 FISCAL YEAR BUDGET**

WHEREAS, the City adopted the fiscal year 2025-2026 budget by passage of Ordinance Number 7208; and

WHEREAS, pursuant to the Tennessee state constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, pursuant to the Municipal Budget Law of 1982, as found in the *Tennessee Code Annotated*, section 6-56-209, the Mayor and Board of Mayor and Aldermen have the authority to authorize the budget officer to transfer moneys from one appropriation to another within the same fund; and

WHEREAS, expenses and revenues are anticipated to vary from original budgeted amounts; and

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I: Ordinance # 7208 is hereby amended increasing(decreasing) the fiscal year 2025-2026 budget as follows:

General Fund: 110	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Expenses			
110-4804-481.70-35 To Gen Proj - Special Rev	6,006,931	5,477,416	(529,515)
110-4804-481.70-36 Capital Project Fund	820,928	1,350,443	529,515
Total	\$ 6,827,859	\$ 6,827,859	\$ -
Change in Project Fund Balance			\$ -

General Projects-Special Revenue Fund: 311 General Park Improvements (GP2106)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.01-00 From General Fund	116,814	101,477	(15,337)
Total	\$ 116,814	\$ 101,477	\$ (15,337)
Expenses			
311-0000-601.90-03 Capital Outlay	177,820	162,483	(15,337)
Total	\$ 177,820	\$ 162,483	\$ (15,337)
Change in Project Fund Balance			\$ -

General Projects-Special Revenue Fund: 311 Bike Park & Lighting (GP2204)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.01-00 From General Fund	156,368	67,312	(89,056)
Total	\$ 156,368	\$ 67,312	\$ (89,056)
Expenses			
311-0000-601.90-03 Capital Outlay	1,577,927	1,488,871	(89,056)
Total	\$ 1,577,927	\$ 1,488,871	\$ (89,056)
Change in Project Fund Balance			\$ -

General Projects-Special Revenue Fund: 311 Bays Mtn Exhibits (GP2206)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-368.10-69 GO Bonds Series 2021	345,188	288,457	(56,731)
311-0000-391.62-00 Bays Mtn Park Comm Fund	3,375	6	(3,369)
311-0000-391.01-00 From General Fund	3,591	-	(3,591)
Total	\$ 345,188	\$ 288,457	\$ (63,691)
Expenses			
311-0000-601.90-03 Capital Outlay	376,916	313,225	(63,691)
Total	\$ 376,916	\$ 313,225	\$ (63,691)
Change in Project Fund Balance			\$ -

General Projects-Special Revenue Fund: 311 BMP Nature Center (GP2215)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.62-00 Bays Mtn Park Comm Fund	1,046,492	831,229	(215,263)
Total	\$ 1,046,492	\$ 831,229	\$ (215,263)
Expenses			
311-0000-601.90-03 Capital Outlay	1,046,526	831,263	(215,263)
Total	\$ 1,046,526	\$ 831,263	\$ (215,263)
Change in Project Fund Balance			\$ -

General Projects-Special Revenue Fund: 111 Parks ADA (NC2207)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
111-0000-391.01-00 From General Fund	322,697	163,519	(159,178)
Total	\$ 322,697	\$ 163,519	\$ (159,178)
Expenses			
111-0000-601.20-22 Construction Contracts	326,194	167,016	(159,178)
Total	\$ 326,194	\$ 167,016	\$ (159,178)
Change in Project Fund Balance			\$ -

General Projects-Special Revenue Fund: 111 Leisure Services Projects (NC2331)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
111-0000-391.01-00 From General Fund	378,337	8,000	(370,337)
Total	\$ 378,337	\$ 8,000	\$ (370,337)
Expenses			
111-0000-601.90-03 Capital Outlay	378,337	8,000	(370,337)
Total	\$ 378,337	\$ 8,000	\$ (370,337)
Change in Project Fund Balance			\$ -

Bays Mountain Park Comm Fund: 612	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
612-0000-364.20-00 Contributions from Corporations	-	100,000	100,000
Total	\$ -	\$ 100,000	\$ 100,000
Expenses			
612-4804-481.70-36 To Capital Projects Fund	-	495,000	495,000
Total	\$ -	\$ 495,000	\$ 495,000
Change in Project Fund Balance			\$ (395,000)

General Projects-Special Revenue Fund: 311 BMP Nature Center Ph II (GP2609)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-332.49-00 TN State Parks Grant	-	1,038,800	1,038,800
311-0000-391.01-00 From General Fund	-	331,697	331,697
311-0000-368.10-69 GO Bonds Series 2021	-	56,731	56,731
311-0000-391.62-00 Bays Mtn Park Comm Fund	-	650,372	650,372
Total	\$ -	\$ 2,077,600	\$ 2,077,600
Expenses			
311-0000-601.90-03 Capital Outlay	-	2,077,600	2,077,600
Total	\$ -	\$ 2,077,600	\$ 2,077,600
Change in Project Fund Balance			\$ -

General Projects-Special Revenue Fund: 311 Bike Park (GP2610)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-332.49-00 TN State Parks Grant	-	397,500	397,500
311-0000-391.01-00 From General Fund	-	334,240	334,240
311-0000-391.62-00 Bays Mtn Park Comm Fund	-	63,260	63,260
Total	\$ -	\$ 795,000	\$ 795,000
Expenses			
311-0000-601.90-03 Capital Outlay	-	795,000	795,000
Total	\$ -	\$ 795,000	\$ 795,000
Change in Project Fund Balance			\$ -

General Projects-Special Revenue Fund: 311 BMP Otter Exhibit (GP2305)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-332.49-00 TN State Parks Grant	1,000,000	1,272,000	272,000
311-0000-391.01-00 From General Fund	500,000	471,562	(28,438)
Total	\$ 1,500,000	\$ 1,743,562	\$ 243,562
Expenses			
311-0000-601.90-03 Capital Outlay	2,683,778	2,927,340	243,562
Total	\$ 2,683,778	\$ 2,927,340	\$ 243,562
Change in Project Fund Balance			\$ -

General Projects-Special Revenue Fund: 311 Brownfield Cement Park Project (GP2603)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-332.49-00 TN State Parks Grant	-	500,000	500,000
Total	\$ -	\$500,000	500,000
Expenses			
311-0000-601.20-23 Arch/Eng/ Landscaping Services	-	40,000	40,000
311-0000-601.20-20 Professional Services	-	460,000	460,000
Total	\$ -	\$500,000	500,000
Change in Project Fund Balance			\$ -

Cattails Project Fund: 453	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
453-0000-391.58-00 From Cattails	585,686	546,535	39,151
Total	\$ 585,686	\$ 546,535	\$ 39,151
Expenses			
453-0000-601.90-04 Capital Outlay/ Equipment	554,350	515,199	39,151
Total	\$ 554,350	\$ 515,199	\$ 39,151
Change in Project Fund Balance			\$ -

Cattails Golf Course Fund: 421	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Expenses			
421-5076-508.20-99 Contractual Services	125,000	164,151	39,151
421-6996-696.76-06 Transfers to Cattails Project Fund	554,350	515,199	(39,151)
Total	\$ 554,350	\$ 515,199	\$ -
Change in Project Fund Balance			\$ -

General Projects-Special Revenue Fund: 311 Border Reg Rd Improv (GP1228)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-332.10-15 Border Region Allocation	1,658,200	1,398,200	(260,000)
Total	\$ 1,658,200	\$ 1,398,200	\$ (260,000)
Expenses			
311-0000-601.90-03 Capital Outlay	1,659,030	1,399,030	(260,000)
Total	\$ 1,659,030	\$ 1,399,030	\$ (260,000)
Change in Project Fund Balance			\$ -

General Projects-Special Revenue Fund: 311 State Industrial Access Rd (GP2601)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-332.10-15 Border Region Allocation	-	260,000	260,000
Total	\$ -	\$ 260,000	\$ 260,000
Expenses			
311-0000-601.90-03 Capital Outlay	-	260,000	260,000
Total	\$ -	\$ 260,000	\$ 260,000
Change in Project Fund Balance			\$ -

SECTION II: That this Ordinance shall take effect from and after its date of passage, as the law directs, the welfare of the City of Kingsport, Tennessee requiring it.

PAUL W. MONTGOMERY, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the City Manager to Execute a Blanket Order for Copy Paper from Tennessee State Contract 77326

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-134-2026
Work Session: May 4, 2026
First Reading: N/A
Final Adoption: May 5, 2026
Staff Work By: Committee
Presentation By: C. McCartt

Strategic Focus Area: 7. World-Class Education

Recommendation:
Approve the Resolution

Executive Summary:
If approved, this resolution authorizes the City Manager to execute a blanket order to American Paper & Twine for copy paper for use in City and Schools locations utilizing TN State Contract 77326 for the estimated cost of \$90,000.

The Tennessee State Contract for copy paper is available for local government agencies to use. The contract has been extended for its final renewal term, ending July 31, 2027. The current pricing is as follows: \$46.90 per case for 8.5" x11", \$59.90 per case for 8.5"x14" & \$47.00 per case for 11"x17".

Please see the attached TN State Contract.

Funding is identified in various City and Schools account

- Attachments:**
- 1. Resolution
 - 2. TN State Contract

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A BLANKET ORDER FOR THE PURCHASE OF COPY PAPER TO AMERICAN PAPER AND TWINE UTILIZING TENNESSEE STATE CONTRACT NO. 77326 FOR USE BY VARIOUS CITY AND SCHOOL DEPARTMENTS

WHEREAS, staff recommends the purchase of copy paper from American Paper and Twine utilizing Tennessee State Contract #77326, for use by various city and school departments; and

WHEREAS, local governments are allowed to use state contracts to purchase goods and services directly from holders of contracts with the state, as authorized by Tennessee Code Annotated section 12-3-1201; and

WHEREAS, in order to purchase the paper utilizing Tennessee State Contract #77326, a blanket order needs to be issued to American Paper and Twine in the annual estimated cost not to exceed \$90,000.00; and

WHEREAS, funding for this is identified in various city and schools accounts.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the city manager is authorized to execute a blanket order for the purchase of copy paper to American Paper and Twine utilizing Tennessee State Contract #77326, for use by various city and school departments in the annual estimated amount not to exceed \$90,000.00.

SECTION II. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 5th day of May, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



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

Statewide Multi-Year Contract Issued to:

American Paper & Twine Co
7400 Cockrill Bend Blvd
Nashville, TN 37209

Contract Number: 0000000000000000000077326

Title: SWC317 Copy Paper

Start Date: February 01, 2023

End Date: July 31, 2027

Renewals: There are zero renewals remaining.

Is this contract available to local government agencies in addition to State agencies?: Yes

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

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

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Kristine Mitchell
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-770-1015
Email: Kristine.mitchell@tn.gov

Line Information

Line 1

Item ID: 1000154407
8.5x11 Copy Paper, White, Letter, 20# Virgin, 92 Brightness, 3-Hole Punch, 10RM/CA
Unit of Measure: CA
Vendor Item/Part #: 561788
Manufacturer Item #: 999813
Unit Price: \$ 46.9

Line 2

Item ID: 1000154408
8.5 X 11 Copy Paper, White, Letter, 20# Virgin, 92 Brightness, 10RM/CA
Unit of Measure: CA
Vendor Item/Part #: 561650
Manufacturer Item #: 999705
Unit Price: \$ 41.4

Line 3

Item ID: 1000154409
8.5x14 Copy Paper, White, Legal, 20# Virgin, 92 Brightness, 10RM/CA
Unit of Measure: RM
Vendor Item/Part #: 561703
Manufacturer Item #: 999706
Unit Price: \$ 59.9

Line 4

Item ID: 1000154410
11x17 Copy Paper, White, Tabloid, 20# Virgin, 92 Brightness, 10RM/CA
Unit of Measure: RM
Vendor Item/Part #: 561533
Manufacturer Item #: 999812
Unit Price: \$ 47

Line 5

Item ID: 1000154411
8.5x11 Canary Yellow Copy Paper, 20 pound
Unit of Measure: RM
Vendor Item/Part #: 558403
Manufacturer Item #: MP-2201-CY
Unit Price: \$ 5.9

Line 6

Item ID: 1000154412
8.5x11 Green Copy Paper, 20 pound
Unit of Measure: RM
Vendor Item/Part #: 558601
Manufacturer Item #: MP-2201-GN
Unit Price: \$ 5.9

Line 7

Item ID: 1000154413
8.5x11 Blue Copy Paper, 20 pound
Unit of Measure: RM
Vendor Item/Part #: 558809
Manufacturer Item #: MP-2201-BE
Unit Price: \$ 5.9

Line 8

Item ID: 1000154414
8.5x11 Pink Copy Paper, 20 pound
Unit of Measure: RM
Vendor Item/Part #: 559005
Manufacturer Item #: MP-2201-PK
Unit Price: \$ 5.9

Line 9

Item ID: 1000154416
8.5x11 Gold Copy Paper, 20 pound
Unit of Measure: RM
Vendor Item/Part #: 559401
Manufacturer Item #: MP-2201-GRP
Unit Price: \$ 5.9

Line 10

Item ID: 1000154404
8.5x11 Salmon Copy Paper, 20 pound
Unit of Measure: RM
Vendor Item/Part #: 559416
Manufacturer Item #: MP-2201-SN
Unit Price: \$ 5.9

Line 11

Item ID: 1000154405
8.5x11 Ivory Copy Paper, 20 pound
Unit of Measure: RM
Vendor Item/Part #: 559431
Manufacturer Item #: MP-2201-IY
Unit Price: \$ 5.9

Line 12

Item ID: 1000154417
8.5x11 Gray Copy Paper, 20 pound
Unit of Measure: RM
Vendor Item/Part #: 559443
Manufacturer Item #: MP-2201-GY
Unit Price: \$ 5.9

Line 13

Item ID: 1000154418
8.5x11 Lavender Copy Paper, 20 pound
Unit of Measure: RM
Vendor Item/Part #: 559454
Manufacturer Item #: MP-2201-LV
Unit Price: \$ 5.9

Line 14

Item ID: 1000154419
8.5x11 Copy Paper, Brights, Letter, 24lb Heavy Weight Bond, Acid Free, Lime Green, 500 Sheets/RM
Unit of Measure: RM
Vendor Item/Part #: 559529
Manufacturer Item #: MP-2241-LE
Unit Price: \$ 19.5

Line 15

Item ID: 1000154423
8.5x11 Copy Paper, Brights, Letter, 24lb Heavy Weight Bond, Acid Free, Orange, 500 Sheets/RM
Unit of Measure: RM
Vendor Item/Part #: 559537
Manufacturer Item #: MP-2241-TE
Unit Price: \$ 19.5

Line 16

Item ID:
Colored Copy Paper Additional Offerings Catalog. Historical Purchases include Lemon Yellow, Hot Pink, Bright Green, Bright Red, Lavender Purple, Teal, Fuchsia, Buff, and Cherry
Unit of Measure: CA
Vendor Item/Part #: 559431
Manufacturer Item #: MP-2201-IY
Unit Price: \$ 5.12

Line 17

Item ID: 1000141547
8.5x11 Copy Paper, White, Letter, 20# Recycled, 92 Brightness, 3-Hole Punch, 10RM/CA
Unit of Measure: CA
Vendor Item/Part #: 561680
Manufacturer Item #: 999917
Unit Price: \$ 56

Line 18

Item ID: 1000013793
8.5x14 Copy Paper, White, Legals, 20# Recycled, 92 Brightness, 10RM/CA
Unit of Measure: CA
Vendor Item/Part #: 561690
Manufacturer Item #: GEP999918
Unit Price: \$ 68

Line 19

Item ID: 1000012001
11x17 Copy Paper, White, Tabloid, 20# Recycled, 92 Brightness, 5RM/CA
Unit of Measure: CA
Vendor Item/Part #: 561695
Manufacturer Item #: 999919
Unit Price: \$ 60

Line 20

Item ID: 1000164833
8.5x11 Copy Paper, White, Letter, 20# Recycled, 92 Brightness, 10RM/CA
Unit of Measure: CA
Vendor Item/Part #: 561685
Manufacturer Item #: 999916
Unit Price: \$ 49.5

Line 21

Item ID: 1000154422

8.5x11 Copy Paper, Brights, Letter, 24lb Heavy Weight Bond, Acid Free, 30% Recycled Content, Aqua Blue, 500 Sheets/RM

Unit of Measure: RM

Vendor Item/Part #: 559535

Manufacturer Item #: MP-2241-AA

Unit Price: \$ 19.5

Line 22

Item ID: 1000153266

Paper, Sheetfed, Bond, 20#, 8.5x11, Dual Purpose, White

Unit of Measure: TH

Vendor Item/Part #: B724

Manufacturer Item #:

Unit Price: \$ 70

Line 23

Item ID: 1000153382

Paper, Sheetfed, Offset, 70#, 8.5x11, White, Smooth

Unit of Measure: TH

Vendor Item/Part #: 05335

Manufacturer Item #:

Unit Price: \$ 26

Line 24

Item ID: 1000153446

Paper, Sheetfed, Offset, 70#, 11x17, White, Smooth

Unit of Measure: TH

Vendor Item/Part #: 05337

Manufacturer Item #:

Unit Price: \$ 59

Line 25

Item ID: 1000206208

Paper, Card Stock, Ary, 65lb, Wt, 8.5 x 11, Ast, 250/Pack

Unit of Measure: PK

Vendor Item/Part #: 1040956

Manufacturer Item #:

Unit Price: \$ 46.83

APPROVED: **Michael F. Perry by KGC**
Digitally signed by Michael F. Perry by KGC
Location: Department of General Services, Central Procurement Office
Date: 2026.04.08 12:39:46 -05'00'
CHIEF PROCUREMENT OFFICER

BY: **Kristine Mitchell**
Digitally signed by Kristine Mitchell
Date: 2026.04.08 08:59:07 -05'00'
PURCHASING AGENT

DATE

Item X1.



AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for the Purchase of Asphalt for FY27

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-137-2026
Work Session: May 4, 2026
First Reading: N/A
Final Adoption: May 5, 2026
Staff Work By: Committee
Presentation By: R. McReynolds

Strategic Focus Area: 2. Sustainable Infrastructure

Recommendation:

Approve the Resolution

Executive Summary:

If approved, this resolution authorizes the award for the purchase of asphalt for FY27 in the estimated annual cost of \$1,600,000.

Bids were opened on April 21, 2026 for the purchase of asphalt for use by all City Departments for FY27 on an as needed basis. It is recommended to award the bid to Black Ops Materials, Fuller Asphalt Materials, W-L Construction & Paving, and Summers Taylor. Pricing is subject to increase or decrease based upon the monthly Tennessee Department of Transportation Bituminous Index. Please see attached bid minutes for cost per ton.

Funding is identified in various department accounts.

Attachments:

- 1. Resolution
- 2. Bid Opening Minutes
- 3. Recommendation Memo

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayer	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BIDS FOR THE PURCHASE OF ASPHALT TO BLACK OPS MATERIALS, FULLER ASPHALT MATERIALS, W-L CONSTRUCTION AND PAVING CO., INC. AND SUMMERS-TAYLOR, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened April 21, 2026, for the purchase of asphalt for use by all city departments on an as needed basis; and

WHEREAS, the specifications for the bid state that the city may award this bid to more than one vendor; and

WHEREAS, upon review of the bids, the board finds Black Ops Materials, Fuller Asphalt Materials, W-L Construction and Paving Co. Inc., & Summer-Taylor, Inc. are the lowest responsible compliant bidders meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage to the city and the City of Kingsport desires to purchase asphalt from Black Ops Materials, Fuller Asphalt Materials, W-L Construction and Paving Co. Inc., & Summer-Taylor, Inc. at an estimated annual cost not to exceed \$1,600,000.00; and

WHEREAS, the determination of which vendor to use for a particular project will be determined by the city based upon geographical considerations as set out in the specifications of the bid; and

WHEREAS, funding is identified in various department accounts.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the bids for the purchase of various types of asphalt for use by all city departments are awarded to Black Ops Materials, Fuller Asphalt Materials, W-L Construction and Paving Co. Inc., & Summer-Taylor, Inc. at an annual estimated cost not to exceed \$1,600,000.00, and the city manager is authorized to execute purchase orders for the same.

SECTION II. That the board finds that the actions authorized by this resolution are for a public purpose including recreational and educational, and will promote the health, comfort, and prosperity of the citizens of the city.

SECTION III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 5th day of May, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

BID OPENING
MINUTES
April 21, 2026
4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Nikisha Eichmann, Assistant Procurement Manager

The Bid Opening was held in the Conference Room #436, 4th Floor, City Hall.

The Procurement Manager opened with the following bids:

ASPHALT				
Vendor:	Black Ops Materials	Fuller Asphalt Materials	W-L Const. & Paving	Summers Taylor Inc.
Asphalt Surface, Plant Mix (411-E, W/Rap) Per Ton	No Bid	No Bid	\$105.00	\$109.00
Asphalt Surface, Plant Mix (411-E, No Rap) Per Ton	\$123.50	\$126.00	\$106.00	\$118.00
Asphalt Binder, Plant Mix (307-C) Per Ton	\$123.50	\$122.00	\$99.00	\$104.00
Asphalt Binder, Plant Mix (307-B) Per Ton	\$113.00	\$118.00	\$94.00	\$99.15
Asphalt Surface, Plant Mix (411-D, W/Rap) Per Ton	No Bid	No Bid	\$104.00	\$111.00
Asphalt Surface, Plant Mix (411-D, No Rap) Per Ton	No Bid	No Bid	\$107.00	\$116.00

The submitted bids will be evaluated and a recommendation made at a later date.



MEMO

To: Nikisha Eichmann, Assistant Procurement Manager
From: Tim Elsea, Assistant Public Works Director
Date: April 22, 2026
Regarding: Asphalt, Stone & Concrete Bid Award

Greg Willis and I have reviewed the recent bids for Asphalt, Stone and Concrete.

Our recommendation for the Asphalt bid would be to award the bid to all four bidders (W & L Construction and Paving, Summers-Taylor, and Fuller Asphalt Materials and Black Ops Materials). This would allow us to use any one of the companies based on their distance from the job site or in the event unforeseen issues arise.

Our recommendation for the Stone bid would be to award to all three bidders (Vulcan Materials Company, Glass Machinery & Excavation, Inc., and Icon Environmental). We normally get stone on an as needed basis so the proximity and location of the Vulcan quarry for City projects is very convenient. There is value in having secondary suppliers in the event unforeseen issues arise.

Our recommendation for the Concrete bid would be to award the bid to both bidders (Summers-Taylor and Ready Mix USA). Again this would allow us flexibility to use either of the companies based on their truck availability, or in the event unforeseen issues arise.

If you have any questions please contact me at your convenience at 229-9451.



AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for the Purchase of Concrete for FY27

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-138-2026
Work Session: May 4, 2026
First Reading: N/A

Final Adoption: May 5, 2026
Staff Work By: Committee
Presentation By: R. McReynolds

Strategic Focus Area: 2. Sustainable Infrastructure

Recommendation:

Approve the Resolution

Executive Summary:

If approved, this resolution authorizes the award for the purchase of concrete for FY27 in the estimated annual cost of \$260,000.

Bids were opened on April 21, 2026 for the purchase of concrete for use by all City Departments for FY27 on an as needed basis. It is recommended to award the bid to Summers Taylor and Ready Mix USA. Please see attached bid minutes for cost per CY.

Funding is identified in various department accounts.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF CONCRETE TO SUMMERS TAYLOR, INC. AND READY MIX USA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened on April 21, 2026, for the purchase of concrete for use by all city departments on an as needed basis; and

WHEREAS, the specifications for the bid state that the city may award this bid to more than one vendor; and

WHEREAS, upon review of the bids, the board finds Summers Taylor Inc. and Ready Mix USA are the lowest responsible compliant bidders meeting specifications for the particular grade or class of material or service desired and is in the best interest and advantage to the city; and the City of Kingsport desires to purchase concrete from Summers Taylor, Inc. and Ready Mix USA. at an estimated annual cost not to exceed \$260,000.00; and

WHEREAS, the determination of which vendor to use for a particular project will be determined by the city based upon geographical considerations as set out in the specifications of the bid; and

WHEREAS, funding is identified in various department accounts.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the bids for the purchase of various types of concrete all as set out above, for use by all city departments, is awarded Summers Taylor Inc. and Ready Mix USA and the city manager is authorized to execute purchase orders for the same at an estimated annual cost not to exceed \$260,000.00.

SECTION II. That the board finds that the actions authorized by this resolution are for a public purpose including recreational and educational, and will promote the health, comfort, and prosperity of the citizens of the city.

SECTION III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 5th day of May, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MINUTES
BID OPENING
April 21, 2026
4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Nikisha Eichmann, Assistant Procurement Manager

The Bid Opening was held in the Conference Room #436, 4th Floor, City Hall.

The Procurement Manager opened with the following bids:

CONCRETE		
Vendor:⇒	Summers-Taylor	Ready Mix USA
5000 PSI – Delivered Cost	\$186.00	\$178.00
4000 PSI – Delivered Cost	\$184.00	\$172.00
3000 PSI – Delivered Cost	\$175.00	\$166.00
Minimum Amount Delivered/CY	4 CY	4 CY
Cost/Mile for Delivery to Site	\$100.00 for less than 4 yards.	N/A
Extended Prices to Developers	No	No
Comments:		Flowable Fill \$148.00

The submitted bids will be evaluated and a recommendation made at a later date.



MEMO

To: Nikisha Eichmann, Assistant Procurement Manager
From: Tim Elsea, Assistant Public Works Director
Date: April 22, 2026
Regarding: Asphalt, Stone & Concrete Bid Award

Greg Willis and I have reviewed the recent bids for Asphalt, Stone and Concrete.

Our recommendation for the Asphalt bid would be to award the bid to all four bidders (W & L Construction and Paving, Summers-Taylor, and Fuller Asphalt Materials and Black Ops Materials). This would allow us to use any one of the companies based on their distance from the job site or in the event unforeseen issues arise.

Our recommendation for the Stone bid would be to award to all three bidders (Vulcan Materials Company, Glass Machinery & Excavation, Inc., and Icon Environmental). We normally get stone on an as needed basis so the proximity and location of the Vulcan quarry for City projects is very convenient. There is value in having secondary suppliers in the event unforeseen issues arise.

Our recommendation for the Concrete bid would be to award the bid to both bidders (Summers-Taylor and Ready Mix USA). Again this would allow us flexibility to use either of the companies based on their truck availability, or in the event unforeseen issues arise.

If you have any questions please contact me at your convenience at 229-9451.



AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for the Purchase of Crushed Stone for FY27

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-139-2026
Work Session: May 4, 2026
First Reading: N/A
Final Adoption: May 5, 2026
Staff Work By: Committee
Presentation By: R. McReynolds

Strategic Focus Area: 2. Sustainable Infrastructure

Recommendation:
Approve the Resolution

Executive Summary:
If approved, this resolution authorizes the award for the purchase of crushed stone for FY27 in the estimated annual cost of \$250,000.

Bids were opened on April 21, 2026 for the purchase of crushed stone for use by all City Departments for FY27 on an as needed basis. This bid was issued as a joint invitation to bid with the City of Church Hill, TN. It is recommended to award the bid to Vulcan Construction Materials, Icon Environmental, and Glass Machinery & Excavation, Inc. Please see attached bid minutes for cost per ton.

Funding is identified in various department accounts.

- Attachments:**
- 1. Resolution
 - 2. Bid Opening Minutes
 - 3. Recommendation Memo

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayer	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF CRUSHED STONE TO VULCAN CONSTRUCTION MATERIALS, ICON ENVIRONMENTAL AND GLASS MACHINERY AND EXCAVATION, INC.; AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened April 21, 2026, for the purchase of crushed stone for use by all city departments on an as needed basis and as a joint invitation to bid with the City of Church Hill, Tennessee; and

WHEREAS, upon review of the bids, the board finds Vulcan Construction Materials is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage of the city and the City of Kingsport desires to purchase from Vulcan Construction Materials Crusher Run Stone at the cost of \$23.50 per ton, Stone-TN Highway No. 68 at the cost of \$26.50 per ton, Stone-TN Highway No. 57 at the cost of \$26.50 per ton, Stone-TN Highway No. 8 at the cost of \$26.50 per ton, and Stone-TN Highway No. 10 at the cost of \$26.50 per ton, with the cost per mile for delivery \$4.25 for the first mile and \$0.40 for each additional mile; and

WHEREAS, upon review of the bids, the board finds Icon Environmental is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage of the city and the City of Kingsport desires to purchase from Icon Environmental Crusher Run Stone at the cost of \$24.00 per ton, Stone-TN Highway No. 68 at the cost of \$25.00 per ton, Stone-TN Highway No. 57 at the cost of \$25.00 per ton, Stone-TN Highway No. 8 at the cost of \$25.00 per ton, and Stone-TN Highway No. 10 at the cost of \$25.00 per ton, with the cost per mile for delivery \$6.50 per mile; and

WHEREAS, upon review of the bids, the board finds Glass Machinery and Excavation, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage of the city and the City of Kingsport desires to purchase from Glass Machinery and Excavation, Inc. Crusher Run Stone at the cost of \$24.00 per ton, Stone-TN Highway No. 68 at the cost of \$25.00 per ton, Stone-TN Highway No. 57 at the cost of \$25.00 per ton, Stone-TN Highway No. 8 at the cost of \$25.00 per ton, and Stone-TN Highway No. 10 at the cost of \$25.00 per ton, with the cost per mile for delivery \$6.50 per mile; and

WHEREAS, the determination of which vendor to use for a particular project will be determined by the city based upon geographical considerations as set out in the specifications of the bid; and

WHEREAS, funding is identified in various department accounts.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the bids for the purchase of various types of crushed stone for use by all city departments is awarded to Vulcan Construction Materials as set out above, and the city manager is authorized to execute purchase orders for the same.

SECTION II. That the bids for the purchase of various types of crushed stone for use by all city departments is awarded to Icon Environmental as set out above, and the city manager is authorized to execute purchase orders for the same.

SECTION III. That the bids for the purchase of various types of crushed stone for use by all city departments is awarded to Glass Machinery and Excavation, Inc. as set out above, and the city manager is authorized to execute purchase orders for the same.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose including recreational and educational, and will promote the health, comfort, and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 5th day of May, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

BID OPENING
MINUTES
April 21, 2026
4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Nikisha Eichmann, Assistant Procurement Manager

The Bid Opening was held in the Conference Room 436, 4th Floor, City Hall.

The Procurement Manager opened with the following bids:

STONE			
Vendor:	Vulcan Materials	Icon Environmental	Glass Machinery & Excavation, Inc.
Crusher Run Stone City of Kingsport	\$23.50	\$24.00	\$24.00
Crusher Run Stone City of Church Hill	\$23.50	\$24.00	\$24.00
Stone, TN Hwy. #68 City of Kingsport	\$26.50	\$25.00	\$25.00
Stone, TN Hwy. #68 City of Church Hill	\$26.50	\$25.00	\$25.00
Stone, TN Hwy. #57 City of Kingsport	\$26.50	\$25.00	\$25.00
Stone, TN Hwy. #57 City of Church Hill	\$26.50	\$25.00	\$25.00
Stone, TN Hwy. #8 City of Kingsport	\$26.50	\$25.00	\$25.00
Stone, TN Hwy. #8 City of Church Hill	\$26.50	\$25.00	\$25.00
Stone, TN Hwy. #10 City of Kingsport	\$26.50	\$25.00	\$25.00
Stone, TN Hwy. #10 City of Church Hill	\$26.50	\$25.00	\$25.00
FOB Point Located at:			
Cost Per Mile For Delivery City of Kingsport	\$4.25 First Mile \$0.40 Add. Mile	\$6.50 Per Mile	\$6.50 Per Mile
Cost Per Mile For Delivery City of Church Hill	\$4.25 First Mile \$0.40 Add. Mile	\$6.50 Per Mile	\$6.50 Per Mile
Extension of Bid Price to Developers	No	Yes	Yes
Areas Serviced – Both, Southside, Northside	Both	Both	Both

The submitted bids will be evaluated and a recommendation made at a later date.

Item X4.



MEMO

To: Nikisha Eichmann, Assistant Procurement Manager
From: Tim Elsea, Assistant Public Works Director
Date: April 22, 2026
Regarding: Asphalt, Stone & Concrete Bid Award

Greg Willis and I have reviewed the recent bids for Asphalt, Stone and Concrete.

Our recommendation for the Asphalt bid would be to award the bid to all four bidders (W & L Construction and Paving, Summers-Taylor, and Fuller Asphalt Materials and Black Ops Materials). This would allow us to use any one of the companies based on their distance from the job site or in the event unforeseen issues arise.

Our recommendation for the Stone bid would be to award to all three bidders (Vulcan Materials Company, Glass Machinery & Excavation, Inc., and Icon Environmental). We normally get stone on an as needed basis so the proximity and location of the Vulcan quarry for City projects is very convenient. There is value in having secondary suppliers in the event unforeseen issues arise.

Our recommendation for the Concrete bid would be to award the bid to both bidders (Summers-Taylor and Ready Mix USA). Again this would allow us flexibility to use either of the companies based on their truck availability, or in the event unforeseen issues arise.

If you have any questions please contact me at your convenience at 229-9451.



AGENDA ACTION FORM

Consideration of a Resolution to Purchase Twelve (12) 2026 Ford Explorers and One (1) 2026 Transit Low Roof Van Utilizing the TN State Contract

To: Board of Mayor and Aldermen
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-140-2026
 Work Session: May 4, 2026
 First Reading: N/A
 Final Adoption: May 5, 2026
 Staff Work By: Committee
 Presentation By: R. McReynolds

Strategic Focus Area: 2. Sustainable Infrastructure

Recommendation:
 Approve the Resolution

Executive Summary:
 If approved, this resolution authorizes the purchase of Twelve (12) 2026 Ford Explorers and One (1) 2026 Transit Low Roof Van from Lonnie Cobb Ford utilizing TN State Contract #88764 for the total cost of \$728,875.00.

The Tennessee State Contracts are available for local government agencies to use. The estimated delivery for these units is 120 days after PO is received. The purchase of the van is for the fleet replacement of unit 1172, a 1994 Dodge van, for use by the Police Department. The replacement cost for this unit reflects a 246% increase. Unit 2802, a 2024 Ford Explorer patrol car, was totaled in an accident and will be an unbudgeted replacement. The remaining replacement units will be identified at a later date based on mileage, years in service, or rising operation and maintenance costs. The replacement cost for these units reflects a less than 1% increase from the purchase made last year.

Ghost Unit Police Explorer – 1	Each	\$56,403.00	Total	\$56,403.00
Transit 350 Swat Van – 1	Each	\$53,155.00	Total	\$53,155.00
Admin Police Explorer – 4	Each	\$53,324.00	Total	\$213,296.00
Marked Patrol Police Explorer – 7	Each	\$58,003.00	Total	\$406,021.00

Funding is identified in Project/Account # 51150085019010

- Attachments:**
- Resolution
 - Recommendation Memo
 - Quotes
 - TN State Contract

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF TWELVE 2026 FORD EXPLORERS AND ONE 2026 TRANSIT LOW ROOF VAN FROM LONNIE COBB FORD UTILIZING TENNESSEE STATE CONTRACT NO.: 88764; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, staff recommends the purchase twelve (12) 2026 Ford Explorers and one (1) 2026 Transit Low Roof Van from Lonnie Cobb Ford utilizing TN State Contract #88764 for use by Kingsport Police Department; and

WHEREAS, local governments are allowed to use state contracts to purchase goods and services directly from holders of contracts with the state, as authorized by Tenn. Code Ann. §12-3-1201; and

WHEREAS, the thirteen vehicles are as follows: (1) 2026 Ghost Unit Police Explorer at a cost of \$56,403.00; (1) Transit 350 Swat Van, at a cost of \$53,155.00; (4) Admin Police Explorers at a cost of \$213,296.00; and (7) Marked Patrol Police Explorers at a cost of \$406,021.00; and they are available pursuant to Tennessee State Contract No.: 88764, the city will need to submit purchase orders to Lonnie Cobb Ford, Inc. for \$728,875.00; and

WHEREAS, the funding is available in project/account no.: 51150085019010.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the city manager is authorized to execute a purchase order to Lonnie Cobb Ford, Inc. for the purchase of twelve (12) 2026 Ford Explorers and one (1) 2026 Transit Low Roof Van in the amount of \$728,875.00.

SECTION II. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort, and prosperity of the citizens of the city.

SECTION III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 5th day of May, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER
APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



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

Statewide Multi-Year Contract Issued to:

Lonnie Cobb Ford LLC
1618 Highway 45 N
Henderson, TN 38340

Contract Number: 0000000000000000000088764

Title: SWC209

Start Date : October 24, 2025

End Date: June 30, 2028

Renewals: 0

Is this contract available to local government agencies in addition to State agencies?: Yes

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

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

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Michael Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615/741-5971
Email: michael.t.neely@tn.gov

Line Information

Line 1

Item ID: 1000179934
Police, Vehicles, Ford, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-001

Line 2

Item ID: 1000179936
Minivan and Full-size Vans, Ford (Passenger, Cargo, Cut-Away), Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-003

Line 3

Item ID: 1000179937
Sport Utility Vehicles, Ford (SUVs), Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-004


Line 4

Item ID: 1000179938
Light Trucks, Ford (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-005

Line 5

Item ID: 1000179941
Optional Equipment, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-008

APPROVED: _____


Digitally signed by Michael F. Perry
DN: cn=Michael F. Perry, o=State of TN
CPO, ou=Department of General Services,
email=mike.perry@tn.gov, c=US
Date: 2025.10.14 14:06:42 -05'00'

CHIEF PROCUREMENT OFFICER

BY: _____


Digitally signed by Mike Neely
Date: 2025.10.14
13:50:34 -05'00'

PURCHASING AGENT

DATE



FLEET MAINTENANCE DEPARTMENT

City of Kingsport

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Leonard, Fleet Manager
Date: April 21, 2026
Re: Fleet Replacement units for the Police Department Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement for units for the Police Department for the total purchase price of \$728,875.00. These units meet the expectations of the Police Department and will fulfill the requirements of their operational needs. These units will be purchased through the TN State Contract # 88764. A copy of the TN State Contract is attached. The estimated delivery is 120 days.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	13	(12) 2026 Ford Explorer and (1)2026 Transit Low Roof Van	Lonnie Cobb	N/A City/N/A Hwy

These unit will be a Fleet Replacements

The units listed below will be replaced and disposed of utilizing the current approved City process. The TN State offerings were reviewed by Mike Burnette and he is in agreement with this recommendation.

Fuel Economy Improvement

TN State Contract # 88764

Replacements

Unit 1172 1994 Dodge Van Mileage 17,500 Original Cost \$15,351.00

Unit 2802, a 2024 Ford Explorer Patrol Car, was totaled in an accident and will be an unbudgeted replacement. The remaining replacements will be based on mileage and years in service or units that are increasing operating and maintenance expenses to be determined at a later date.

Breakdown of Purchase

Ghost Unit Police Explorer – 1	Each	\$56,403.00	Total	\$56,403.00
Transit 350 Swat Van – 1	Each	\$53,155.00	Total	\$53,155.00
Admin Police Explorer – 4	Each	\$53,324.00	Total	\$213,296.00
Marked Patrol Police Explorer – 7	Each	\$58,003.00	Total	\$406,021.00

Marked and Unmarked price increase was less than 1% from last year. Swat van increase in price was 246% increase from original cost.

Should you have any questions on this recommendation, please do not hesitate to contact me.

Thank you.

SWC 209
Lonnie Cobb Ford Contract # 88764

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620



Client Proposal

Prepared by:
STEVEN BLACKSTOCK

Office: 731-989-2121

Date: 04/23/2026



Lonnie Cobb Ford 1619 Highway 45 North, Henderson, Tennessee, 383404005

Item X5.

Office: 731-989-2121 | Fax: 731-989-3502



Prepared by: STEVEN BLACKSTOCK
04/21/2026

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615

Re: Vehicle Proposal 04/21/2026

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

STEVEN BLACKSTOCK



Prepared by: STEVEN BLACKSTOCK
04/21/2026

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/100,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Hybrid/Electric Components Warranty

Hybrid/electric components warranty 96 months/100,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability, and other adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Item X5.



Prepared by: STEVEN BLACKSTOCK
04/21/2026

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615

As Configured Vehicle

Code	Description	MSRP
K8A	Base Vehicle Price (K8A)	\$48,550.00
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - Tires: 255/60R18 as BSW - Wheels: 18" X 8" 5-Spoke Painted Black Steel <i>Includes black wheel-lip molding, polished stainless steel hub cover and center caps.</i> - Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way power lumbar), passenger 8-way power track with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.</i> - Radio: AM/FM/MP3 Capable <i>Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem. Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).</i> - SYNC Phoenix Communication & Entertainment System <i>Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.</i>	N/C
425	50-State Emissions System	STD
99B	Engine: 3.3L V6 Direct-Injection <i>136-MPH top speed. Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank with 21.4-gallon tank.</i>	N/C
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDTR	Tires: 255/60R18 as BSW	Included
STDWL	Wheels: 18" X 8" 5-Spoke Painted Black Steel <i>Includes black wheel-lip molding, polished stainless steel hub cover and center caps.</i>	Included
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way power lumbar), passenger 8-way power track with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.</i>	Included
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable	Included

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Item X5.



Prepared by: STEVEN BLACKSTOCK
04/21/2026

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<p><i>Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem. Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).</i></p> <p><i>Includes:</i> - SYNC Phoenix Communication & Entertainment System <i>Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.</i></p>	
51R	Driver Only LED Bulb Spot Lamp (Unity)	\$400.00
68G	Rear-Door Controls Inoperable <i>Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.</i>	\$80.00
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
UM_01	Agate Black	N/C
9W_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
tint	tint	\$195.00
light pkg	light package <i>rooftop lightbar console with cupholder front and rear cages gunlock siren and speaker with rumbler pushbumper with wraps headlight led's - corners headlight wig wag tail light flasher (4) LED's on front of vehicle under mirror lights led's in rear side quarter glass (2) Led's on liftgate (2) led's in lower bumper cover led's on inside lip of liftgate</i>	\$11,895.00
SUBTOTAL		\$61,220.00
Destination Charge		\$1,695.00
TOTAL		\$62,915.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability, adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Item X5.



Prepared by: STEVEN BLACKSTOCK
04/21/2026

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$48,550.00
Options		\$580.00
Colors		\$0.00
Upfitting		\$12,090.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,695.00
Subtotal		\$62,915.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
fleet discount	fleet discount	-\$6,512.00
Total		\$56,403.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability, and other adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Item X5.

SWC 209
Lonnie Cobb Ford contract # 88764

2026 Transit-350 Cargo AWD Low Roof Van 148" WB Base (W2Y)

Price Level: 650



Client Proposal

Prepared by:
STEVEN BLACKSTOCK
Office: 731-989-2121
Date: 04/23/2026





Prepared by: STEVEN BLACKSTOCK
04/21/2026

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Transit-350 Cargo AWD Low Roof Van 148" WB Base (W2Y)

Price Level: 625

Re: Vehicle Proposal 04/21/2026

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

STEVEN BLACKSTOCK

SWC 209
Lonnie Cobb Ford contract # 88764



Prepared by: STEVEN BLACKSTOCK
04/21/2026

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Transit-350 Cargo AWD Low Roof Van 148" WB Base (W2Y)

Price Level: 625

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability Item X5. adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK
04/21/2026

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Transit-350 Cargo AWD Low Roof Van 148" WB Base (W2Y)

Price Level: 625

As Configured Vehicle

Code	Description	MSRP
W2Y	Base Vehicle Price (W2Y)	\$55,900.00
101A	Order Code 101A <i>Includes:</i> - Engine: 3.5L PFDi V6 Flex-Fuel <i>Includes port injection.</i> - Transmission: 10-Spd Automatic w/OD & SelectShift <i>Includes auxiliary transmission oil cooler.</i> - 4.10 Limited-Slip Axle Ratio - GVWR: 9,500 Lb - Tires: 235/65R16C 121/119 R as BSW - Wheels: 16" Silver Steel w/Silver Hubcaps <i>Includes exposed lug nuts.</i> - Dark Palazzo Gray Vinyl Bucket Seats <i>Includes 2-way manual driver seat, 2-way manual passenger seat and driver armrest only.</i> - Vinyl Front Bucket Seats <i>Includes driver and front-passenger manual reclining bucket seats with adjustable headrest and inboard armrest.</i> - Radio: AM/FM Stereo - SYNC 4 <i>Includes 12" center display, Bluetooth, dual USB ports, enhanced voice recognition and connectivity package which includes information on demand panel, wireless Apple CarPlay and Android Auto compatibility, cloud connected, 911 Assist, digital owner's manual and conversational voice command recognition.</i> - Ford Connectivity Package (1-Year Included) <i>Includes unlimited Wi-Fi hotspot, connected navigation, audio and video streaming, voice assistant and entertainment. Note: Ford Connectivity Package included for one-year from warranty start date, Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.</i>	N/C
425	50-State Emissions System	STD
998	Engine: 3.5L PFDi V6 Flex-Fuel <i>Includes port injection.</i>	Included
44U	Transmission: 10-Spd Automatic w/OD & SelectShift <i>Includes auxiliary transmission oil cooler.</i>	Included
X4L	4.10 Limited-Slip Axle Ratio	Included
STDGV	GVWR: 9,500 Lb	Included
STDTR	Tires: 235/65R16C 121/119 R as BSW	Included
641	Wheels: 16" Silver Steel w/Silver Hubcaps <i>Includes exposed lug nuts.</i>	Included
51D	Spare Tire & Wheel	\$300.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability, adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Item X5.



Prepared by: STEVEN BLACKSTOCK

04/21/2026

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Transit-350 Cargo AWD Low Roof Van 148" WB Base (W2Y)

Price Level: 625

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes 3 ton jack, tool kit and full-size matching tire.</i>	
57A	Tire Inflator & Sealant Kit Delete	-\$25.00
V	Vinyl Front Bucket Seats <i>Includes driver and front-passenger manual reclining bucket seats with adjustable headrest and inboard armrest.</i>	Included
21G	Dark Palazzo Gray Vinyl Bucket Seats <i>Includes 2-way manual driver seat, 2-way manual passenger seat and driver armrest only.</i>	Included
PAINT	Monotone Paint Application	STD
148WB	148" Wheelbase	STD
STDRD	Radio: AM/FM Stereo <i>Includes: - SYNC 4 Includes 12" center display, Bluetooth, dual USB ports, enhanced voice recognition and connectivity package which includes information on demand panel, wireless Apple CarPlay and Android Auto compatibility, cloud connected, 911 Assist, digital owner's manual and conversational voice command recognition. - Ford Connectivity Package (1-Year Included) Includes unlimited Wi-Fi hotspot, connected navigation, audio and video streaming, voice assistant and entertainment. Note: Ford Connectivity Package included for one-year from warranty start date, Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.</i>	Included
655	Midship Extended Range Fuel Tank (31 Gallons) <i>Includes capless fuel fill.</i>	\$285.00
68J	Extended Length Passenger Running Board <i>Running board covers the A-B pillar driverside and A-C pillar passenger-side.</i>	\$655.00
53B	Heavy-Duty Trailer Tow Package <i>Deletes rear tow hook. Includes 4/7 pin connector assembly and rear jumper and relay system for backup/B+/running lights. This package does not include a Trailer Brake Controller (TBC) (67D). Additionally, this option must be added at time of ordering. Neither a Ford or aftermarket trailer brake controller can be added later (after vehicle is built).</i>	\$485.00
	<i>Includes: - Tow/Haul Mode w/Trailering Wiring Provisions - Frame Mounted Hitch Receiver</i>	
15F	Full Rear Compartment Lighting <i>Includes cargo area LED lights at C-pillar and D-pillar and rear compartment LED switch.</i>	\$75.00
57G	Driver Controlled Front/Rear Aux A/C & Heater	\$860.00

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Item X5.



Prepared by: STEVEN BLACKSTOCK

04/21/2026

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Transit-350 Cargo AWD Low Roof Van 148" WB Base (W2Y)

Price Level: 625

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Heat is distributed from rear of front-passenger seat. A/C is distributed from the rear of van.</i>	
86F	2 Additional Keys (4 Total) <i>Includes key fobs.</i>	\$75.00
153	Front License Plate Bracket Standard in states requiring two license plates and optional in all other states.	N/C
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
UM_01	Agate Black Metallic	\$300.00
VK_01	Dark Palazzo Gray w/Vinyl Front Bucket Seats	N/C
SUBTOTAL		\$58,910.00
Destination Charge		\$2,095.00
TOTAL		\$61,005.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability, adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Item X5.



Prepared by: STEVEN BLACKSTOCK
04/21/2026

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Transit-350 Cargo AWD Low Roof Van 148" WB Base (W2Y)

Price Level: 625

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$55,900.00
Options		\$2,710.00
Colors		\$300.00
Upfitting		\$0.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$2,095.00
Subtotal		\$61,005.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
fleet discount	fleet discount	-\$7,850.00
Total		\$53,155.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability, and other adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Item X5.

SWC 209
Lonnie Cobb Ford Contract # 88764

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620



Client Proposal

Prepared by:
STEVEN BLACKSTOCK

Office: 731-989-2121

Date: 04/23/2026



Lonnie Cobb Ford 1619 Highway 45 North, Henderson, Tennessee, 383404005

Item X5.

Office: 731-989-2121 | Fax: 731-989-3502



Prepared by: STEVEN BLACKSTOCK
04/21/2026

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615

Re: Vehicle Proposal 04/21/2026

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

STEVEN BLACKSTOCK



Prepared by: STEVEN BLACKSTOCK
04/21/2026

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/100,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Hybrid/Electric Components Warranty

Hybrid/electric components warranty 96 months/100,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability, and other adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Item X5.



Prepared by: STEVEN BLACKSTOCK
04/21/2026

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615

As Configured Vehicle

Code	Description	MSRP
K8A	Base Vehicle Price (K8A)	\$48,550.00
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - Tires: 255/60R18 as BSW - Wheels: 18" X 8" 5-Spoke Painted Black Steel <i>Includes black wheel-lip molding, polished stainless steel hub cover and center caps.</i> - Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way power lumbar), passenger 8-way power track with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.</i> - Radio: AM/FM/MP3 Capable <i>Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem. Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).</i> - SYNC Phoenix Communication & Entertainment System <i>Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.</i>	N/C
425	50-State Emissions System	STD
99B	Engine: 3.3L V6 Direct-Injection <i>136-MPH top speed. Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank with 21.4-gallon tank.</i>	N/C
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDTR	Tires: 255/60R18 as BSW	Included
STDWL	Wheels: 18" X 8" 5-Spoke Painted Black Steel <i>Includes black wheel-lip molding, polished stainless steel hub cover and center caps.</i>	Included
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way power lumbar), passenger 8-way power track with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.</i>	Included
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability Item X5. adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

04/21/2026

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<p><i>Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem. Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - SYNC Phoenix Communication & Entertainment System <i>Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.</i> 	
51R	Driver Only LED Bulb Spot Lamp (Unity)	\$400.00
68G	Rear-Door Controls Inoperable	\$80.00
	<i>Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.</i>	
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
UM_01	Agate Black	N/C
9W_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
light pkg	light package	\$8,816.00
	<p><i>interior lightbars console with cupholder gunlock headlight led's - corners headlight wig wag tail light flasher (4) LED's on front of vehicle under mirror lights led's in rear side quarter glass (2) Led's on liftgate (2) led's in lower bumper cover led's on inside lip of liftgate</i></p>	
tint	tint	\$195.00
SUBTOTAL		\$58,141.00
Destination Charge		\$1,695.00
TOTAL		\$59,836.00

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Item X5.



Prepared by: STEVEN BLACKSTOCK
04/21/2026

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$48,550.00
Options		\$580.00
Colors		\$0.00
Upfitting		\$9,011.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,695.00
Subtotal		\$59,836.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
fleet discount	fleet discount	-\$6,512.00
Total		\$53,324.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability, and other adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Item X5.

SWC 209
Lonnie Cobb Ford contract # 88764

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615



Client Proposal

Prepared by:
STEVEN BLACKSTOCK
Office: 731-989-2121
Date: 01/13/2026





Prepared by: STEVEN BLACKSTOCK
01/13/2026

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615

Re: Vehicle Proposal 01/13/2026

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

STEVEN BLACKSTOCK



Prepared by: STEVEN BLACKSTOCK
01/13/2026

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/100,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Hybrid/Electric Components Warranty

Hybrid/electric components warranty 96 months/100,000 miles

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Item X5.



Prepared by: STEVEN BLACKSTOCK
01/13/2026

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615

As Configured Vehicle

Code	Description	MSRP
K8A	Base Vehicle Price (K8A)	\$48,550.00
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i> - Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way power lumbar), passenger 8-way power track with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.</i> - Radio: AM/FM/MP3 Capable <i>Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem. Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).</i> - SYNC Phoenix Communication & Entertainment System <i>Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.</i>	N/C
99B	Engine: 3.3L V6 Direct-Injection <i>136-MPH top speed. Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank with 21.4-gallon tank.</i>	N/C
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i>	Included
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way power lumbar), passenger 8-way power track with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.</i>	Included
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable	Included

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Item X5.



Prepared by: STEVEN BLACKSTOCK
01/13/2026

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<p><i>Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem. Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).</i></p> <p><i>Includes:</i> - SYNC Phoenix Communication & Entertainment System <i>Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.</i></p>	
51R	Driver Only LED Bulb Spot Lamp (Unity)	\$400.00
68G	Rear-Door Controls Inoperable <i>Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.</i>	\$80.00
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
425	50-State Emissions System	STD
UM_01	Agate Black	N/C
9W_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
painted doors	painted doors	\$1,600.00
tint	tint	\$195.00
light package	light package <i>rooftop lightbar console with cupholder front and rear cages gunlock siren and speaker with rumbler pushbumper with wraps headlight led's - corners headlight wig wag tail light flasher (4) LED's on front of vehicle under mirror lights led's in rear side quarter glass (2)_Led's on liftgate (2) led's in lower bumper cover led's on inside lip of liftgate</i>	\$11,895.00
SUBTOTAL		\$62,820.00
Destination Charge		\$1,695.00

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Item X5.



Prepared by: STEVEN BLACKSTOCK
01/13/2026

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615

As Configured Vehicle (cont'd)

Code	Description	MSRP
TOTAL		\$64,515.00

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Prepared by: STEVEN BLACKSTOCK
01/13/2026

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$48,550.00
Options		\$580.00
Colors		\$0.00
Upfitting		\$13,690.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,695.00
Subtotal		\$64,515.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
fleet discount	fleet discount	-\$6,512.00
Total		\$58,003.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability, and other adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Item X5.



AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for the Purchase of Contracted Truck Hauling for FY27

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-142-2026
Work Session: May 4, 2026
First Reading: N/A
Final Adoption: May 5, 2026
Staff Work By: Committee
Presentation By: R. McReynolds

Strategic Focus Area: 2. Sustainable Infrastructure

Recommendation:
Approve the Resolution

Executive Summary:
If approved, this resolution authorizes the award for the purchase of contracted truck hauling for FY27 in the estimated annual cost of \$100,000.

Bids were opened on April 22, 2026 for the purchase of contracted truck hauling for use by all City Departments for FY27 on an as needed basis. It is recommended to award the bid to American Environmental, Quest Enterprise Inc., Glass Machinery & Excavation, Inc., JTB Construction, and Icon Environmental LLC. Please see attached bid minutes for diesel cost per gallon.

Funding is identified in various department accounts.

- Attachments:**
1. Resolution
 2. Bid Opening Minutes
 3. Recommendation Memo

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayer	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR CONTRACTED TRUCK HAULING FOR FISCAL YEAR 2027 TO AMERICAN ENVIRONMENTAL LLC, QUEST ENTERPRISE, INC., GLASS MACHINERY AND EXCAVATION, INC., JTB CONSTRUCTION, AND ICON ENVIRONMENTAL, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened April 22, 2026, for contracted truck hauling services to serve all city departments on an as needed basis; and

WHEREAS, upon review of bids, the board finds American Environmental, Quest Enterprise Inc., Glass Machinery & Excavation, Inc., JTB Construction, and Icon Environmental LLC are the lowest responsible compliant bidders meeting specifications for a particular grade or class of material, work, or service desired and is in the best interest and advantage of the city and the City of Kingsport desires to purchase contracted truck hauling American Environmental, Quest Enterprise Inc., Glass Machinery & Excavation, Inc., JTB Construction, and Icon Environmental LLC at an estimated annual cost not to exceed \$100,000.00; and

WHEREAS, the determination of which vendor to use for a particular project will be determined by the city based upon geographical considerations as set out in the specifications of the bid; and

WHEREAS, funding is identified in various department accounts.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the bids for contacted truck hauling service to service all city departments are awarded to American Environmental, Quest Enterprise Inc., Glass Machinery & Excavation, Inc., JTB Construction, and Icon Environmental LLC, at an annual estimated cost not to exceed \$100,000.00, and the city manager is authorized to execute purchase orders for the same.

SECTION II. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort, and prosperity of the citizens of the city.

SECTION III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 5th day of May, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

BID OPENING MINUTES

April 21, 2026

4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Nikisha Eichmann, Assistant Procurement Manager

The Bid Opening was held in Conference Room 436, 4th Floor, City Hall

The Procurement Manager opened with the following bids:

Contracted Truck Hauling					
Vendors					
Diesel Cost Per Gallon	American Environmental LLC **	Quest Enterprise Inc.	Icon Environmental LLC	Glass Machinery & Excavation, Inc.	JTB Construction LLC
\$2.00	\$135.00	\$103.90	\$115.00	\$115.00	\$120.00
\$2.25	\$135.00	\$103.90	\$117.00	\$117.00	\$122.00
\$2.50	\$135.00	\$103.90	\$119.00	\$119.00	\$124.00
\$2.75	\$135.00	\$103.90	\$121.00	\$121.00	\$126.00
\$3.00	\$135.00	\$105.88	\$123.00	\$123.00	\$128.00
\$3.25	\$135.00	\$107.86	\$125.00	\$125.00	\$130.00
\$3.50	\$135.00	\$109.84	\$127.00	\$127.00	\$132.00
\$3.75	\$135.00	\$111.82	\$129.00	\$129.00	\$134.00
\$4.00	\$135.00	\$113.80	\$131.00	\$131.00	\$136.00
\$4.25	\$135.00	\$115.78	\$133.00	\$133.00	\$138.00
\$4.50	\$135.00	\$117.76	\$135.00	\$135.00	\$140.00
\$4.75	\$135.00	\$119.73	\$137.00	\$137.00	\$142.00
\$5.00	\$135.00	\$121.71	\$139.00	\$139.00	\$144.00
\$5.25	\$138.00	\$123.69	\$141.00	\$141.00	\$146.00
\$5.50	\$141.00	\$125.67	\$143.00	\$143.00	\$148.00
\$5.75	\$144.00	\$127.65	\$145.00	\$145.00	\$150.00
\$6.00	\$147.00	\$129.63	\$147.00	\$147.00	\$152.00
\$6.25	\$150.00	\$131.46	\$149.00	\$149.00	\$154.00
\$6.50	\$153.00	\$132.99	\$151.00	\$151.00	\$156.00
\$6.75	\$156.00	\$134.58	\$153.00	\$153.00	\$158.00
\$7.00	\$159.00	\$136.06	\$155.00	\$155.00	\$160.00
\$7.25	\$162.00	\$137.64	\$157.00	\$157.00	\$162.00
\$7.50	\$165.00	\$139.18	\$159.00	\$159.00	\$164.00
\$7.75	\$168.00	\$140.71	\$161.00	\$161.00	\$166.00
\$8.00	\$171.00	\$142.25	\$163.00	\$163.00	\$168.00
\$8.25	\$174.00	\$143.83	\$165.00	\$165.00	\$170.00
\$8.50	\$177.00	\$145.36	\$167.00	\$167.00	\$172.00
\$8.75	\$180.00	\$146.95	\$169.00	\$169.00	\$174.00
\$9.00	\$183.00	\$148.43	\$171.00	\$171.00	\$176.00
\$9.25	\$186.00	\$150.01	\$173.00	\$173.00	\$178.00
\$9.50	\$189.00	\$151.60	\$175.00	\$175.00	\$180.00
\$9.75	\$192.00	\$153.08	\$177.00	\$177.00	\$182.00
\$10.00	\$195.00	\$154.62	\$179.00	\$179.00	\$184.00
\$10.25	\$198.00	\$156.25	\$181.00	\$181.00	\$186.00

Item X6.

\$10.50	\$201.00	\$157.73	\$183.00	\$183.00	\$188.00
\$10.75	\$204.00	\$159.32	\$185.00	\$185.00	\$190.00
\$11.00	\$207.00	\$160.31	\$187.00	\$187.00	\$192.00
\$11.25	\$210.00	\$161.29	\$189.00	\$189.00	\$194.00
\$11.50	\$213.00	\$162.38	\$191.00	\$191.00	\$196.00
\$11.75	\$216.00	\$163.97	\$193.00	\$193.00	\$198.00
\$12.00	\$219.00	\$165.45	\$195.00	\$195.00	\$200.00
\$12.25	\$222.00	\$166.98	\$197.00	\$197.00	\$202.00
\$12.50	\$225.00	\$168.62	\$199.00	\$199.00	\$204.00
\$12.75	\$228.00	\$170.10	\$201.00	\$201.00	\$206.00
\$13.00	\$231.00	\$171.68	\$203.00	\$203.00	\$208.00
\$13.25	\$234.00	\$173.17	\$205.00	\$205.00	\$210.00
\$13.50	\$237.00	\$174.75	\$207.00	\$207.00	\$212.00
\$13.75	\$240.00	\$176.14	\$209.00	\$209.00	\$214.00
\$14.00	\$243.00	\$177.82	\$210.00	\$210.00	\$216.00
\$14.25	\$246.00	\$179.35	\$213.00	\$213.00	\$218.00
\$14.50	\$249.00	\$179.35	\$215.00	\$215.00	\$220.00
\$14.75	\$252.00	\$180.99	\$217.00	\$217.00	\$222.00
\$15.00	\$255.00	\$182.47	\$219.00	\$219.00	\$224.00

** American Environmental does not haul asphalt.

Price submitted are based on an hourly rate.

The submitted bids will be evaluated and a recommendation made at a later date.



MEMO

To: Nikisha Eichmann, Assistant Procurement Manager
From: Tim Elsea, Assistant Public Works Director
Date: April 23, 2026
Regarding: Contracted Truck Hauling Bid Award

Greg Willis and I have reviewed the recent bids for Contracted Truck Hauling.

Our recommendation for the Contracted Truck Hauling would be to award the bid to all five bidders (American Environmental LLC, Quest Enterprise Inc., Glass Machinery & Excavation, Inc., JTB Construction LLC, and Icon Environmental LLC). This allows us flexibility to use any of the companies based on their availability.

If you have any questions please contact me at your convenience at 229-9451.



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the City Manager to Purchase Two (2) 72-Passenger School Buses and One (1) 43-Passenger Special Education School Bus from Central States Bus Sales, Inc., Utilizing the Sourcewell Contract

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-143-2026
Work Session: May 4, 2026
First Reading: N/A
Final Adoption: May 5, 2026
Staff Work By: Staff
Presentation By: Ryan McReynolds

Strategic Focus Area: World-Class Education

Recommendation:
Approve the Resolution

Executive Summary:
If approved the City will purchase three units for Fleet replacement with a total purchase price of \$490,345.00 (\$172,581.00 for one 43-passenger special education bus and two 72-passenger buses at \$158,882.00 each) through the Sourcewell Contract # 063020-BBB. These buses will be conventional gas buses due to the increasing costs for diesel maintenance.

With Sourcewell, agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from Sourcewell have been competitively solicited by a lead public agency and meet rigorous cooperative standards and supplier commitments. Each supplier commits to delivering their best overall government pricing so that the City of Kingsport can buy with confidence.

Funding will be from the Fleet Maintenance fund.

- Attachments:**
1. Resolution
 2. Recommendation
 3. Quotes with Specifications
 4. Sourcewell Contract

Y N O
Baker _____
Cooper _____
Duncan _____
George _____
Mayes _____
Phillips _____
Montgomery _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO CENTRAL STATES BUS SALES, INC., FOR TWO 72-PASSENGER SCHOOL BUSES AND ONE 43-PASSENGER SCHOOL BUS THROUGH SOURCEWELL COOPERATIVE PURCHASE AGREEMENT NO. 063020-BBB

WHEREAS, staff recommends the purchase of two (2) 72-passenger Blue Bird Bus school buses and one (1) 43-passenger school bus for use by Kingsport City Schools from Central States Bus Sales, Inc., utilizing Sourcewell Cooperative Purchase Agreement No. 063020-BBB; and

WHEREAS, the city is a member of Sourcewell Cooperative Purchasing Advantages, a cooperative purchasing group, which allows the city to purchase goods and services directly from holders of contracts with the cooperative without conducting the bidding process, as authorized by Tenn. Code Ann. § 12-3-1205; and

WHEREAS, in order to purchase the buses, a purchase order needs to be issued to Central States Bus Sales, Inc., in the amount of \$490,345.00, which includes \$158,882.00 each for the 72-passenger and \$172,581.00 for the 43-passenger; and

WHEREAS, funding for this project will be from Fleet Maintenance Funds.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMAN AS FOLLOWS:

SECTION I. That the City Manager is authorized to execute a purchase order for two (2) 72-passenger Blue Bird Bus school buses and one (1) 43-passenger Blue Bird Bus school bus for use by Kingsport City Schools from Central States Bus Sales, Inc., utilizing Sourcewell Cooperative Purchase Agreement No. 063020-BBB for a total purchase cost of \$490,345.00, which will be funded by Fleet Maintenance Funds, and to execute any and all documents necessary and proper to effectuate the purpose of this resolution.

SECTION II. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION IV. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 5th day of May 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



FLEET MAINTENANCE DEPARTMENT

City of Kingsport

To: Sandra Sloan, Assistant Procurement Manager
From: Steve Leonard, Fleet Manager
Date: April 20, 2026
Re: Fleet Replacement for 3 units Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement for 3 units for the total purchase price of \$490,345.00 (\$172,581.00 for one 43 Passenger SPED bus and two 72 Passenger buses at \$158,882.00 each). These units meet the expectations of the Schools Transportation and will fulfill the requirements of their operational needs. These units will be purchased through the Sourcwell Contract # 063020-BBB. A copy of the Sourcwell Contract is attached. The estimated delivery is 120 days.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	3	1) 43 Passenger SPED Bus Type C 2) 72 Passenger Buses Type C	Central States Bus Sales	N/A City/N/A Hwy

These units will be Fleet Replacements

The 3 units will be replaced and disposed of utilizing the current approved City process.

The Sourcwell offerings were reviewed by Tommy Starnes and he is in agreement with this recommendation.

Fuel Economy Improvement

Sourcwell Contract # 063020-BBB

Replacements

(3) 72 passenger buses will used as replacements based on mileage and years in service or units that are increasing operating and maintenance expenses.

The 43 passenger bus is a 5% decrease from the last purchase and the 72 passenger bus is a 4.5% decrease from the last purchase.

Should you have any questions on this recommendation, please do not hesitate to contact me.

Thank you.



Sourcewell QUOTE

Sourcewell Contract Number 063020-BBB

SUBMITTED TO: CITY OF KINGSPORT

BUS TYPE, YEAR, MODEL: 43-Passenger, Blue Bird, Conventional, Type C, Gasoline, SPED
School bus with AC

BID PRICE: \$172,581.00

BID SUBMITTED BY: Central States Bus Sales, Inc.
303 Business Park Drive
Lebanon, TN 37090

State Dealer License # 14796 Federal ID #: 43-1051799

Contact Name: Ryan Blake
Regional Sales Manager Phone Number: (615) 466-5040

Signature: RyanBlake

Date: 4/15/26

We sincerely appreciate your business!

Blue Bird Body Company - Sales Quotation

Quote 226630 - Kingsport

Market	PLBT	Prod Code	Length	Capacity	Chassis	Wheelbase	Qty	Promise Date
US School Bus	BBCV	RG	2610	43	BB-BBCV	217.0	1	04/13/2027

Quoted To: Kingsport
 1701 E Center St
 Kingsport TN 37664

Quoted By: Central States Bus Sales, Inc.

P O Numbers:

Quantity	Base Model / Feature	Description
1	BBCV 2610	B.B. CONVENTIONAL
Quote Id: 226630		Standard Options
1	00198-02	LATCH, LOCKING, DOOR BATTERY CMPT
1	00254	STEPWELL, NATL STDS, 1990
1	00374-01	RETAINER REAR EMERG DOOR
1	00984	PLYWOOD FLOOR SCREWED DOWN
1	01561	EMERGENCY DOOR ARROWS
1	02230	DOOR SWITCH, STEPWELL LIGHT
1	02324	EXTERIOR SOLID NSBY
1	02449-09	GALVALUME I/S PNL, FULL HEM, TEXTURIZED
1	03183-01	VISOR, ACRYLIC, LEFT SIDE, ADJUSTABLE
1	06266-01	UNDERCOAT, MODIFIED WAX, PREMIUM
1	30001	ACCESSORY POWER SOCKET W/CAP, BATTERY
1	30056-18	HOSE, HTR, EPDM, W/CT CLAMPS
1	30102-15	LIGHTS, CL/MK, LED, 2 AMBER, 2 RED
1	30103-10	LIGHTS, ID, GROMMET MOUNT, LED
1	30105-10	LIGHTS, MKR, LED, INTERMEDIATE
1	30109-01	PRE-TRIP EXTERIOR LIGHT TEST
1	30116-05	LIGHTS, DIRECTIONALS, RR, AMBER LED
1	30123-02	HEADLAMPS, LED
1	30173-06	LIGHT, 4" LED, STOP/TAIL, VANDAL RESIST
1	30175-03	LIGHT, 7" STOP/TAIL, LED
1	30176-07	LIGHT, 4" BACKUP, LED, VANDAL RESIST
1	30199-01	SYSTEM, WARN, 8-LGT, SEQ
1	30201-01	SEQUENCE, W/L SYSTEM, SEQUENTIAL
1	30218-02	SWITCH, W/L, MASTER, GREEN PILOT
1	30225-01	SWITCH, W/L START, MANUAL
1	30228-02	INDICATOR, W/L SYSTEM, AMBER/RED
1	30295-05	LOCATION, STOP ARM, FRONT
1	30316-01	WIRING, W/L SYSTEM, 14 GA
1	30321-01	LIGHT, SWITCH PANEL, CHASSIS CTRL
1	30331-01	CIRCUIT PROTECTION, FUSES
1	30386-05	PAINT, CHASSIS, GRILLE, SURROUND SILVER, CV
1	30400-01	PAINT, INTERIOR, ASTRO WHITE
1	30430-02	VINYL, REFL, RR EMER DR YELLOW, 3M
1	30483-25	MIRROR, EXT, OPEN VIEW, SPLIT SYSTEM
1	30484-17	MIRROR, CROSSVIEW, EYE-MAX LP
1	30529-02	3" REFLECTOR, STANDARD, 3M DIA GRADE
1	30733-10	AIR BAG, DRIVER
1	30905-04	DASH, GLOVE BOX
1	30945-09	BODY CONSTRUCTION FM/CMVSS 221

1	30960-06	STEPWELL, GALVANIZED
1	30977-02	DOOR, ENTRANCE, OUTWARD OPENING
1	31015-02	DOOR, EMERGENCY, REAR, 2 WINDOW
1	31021-01	COVERING, FLOOR, RUBBER, BLACK
1	31024-02	TRIM, AISLE, ALUMINUM
1	31026-02	STEPTREAD, VINYL, RIBBED
1	31027-01	STEPTREAD, VINYL, BLACK
1	31049-01	HANDRAIL, ENT DR, BARRIER 3.25 - 5.25
1	31114-01	END CAP, RUB RAIL, STAMPED STEEL
1	31156-06	LIGHT, STEPWELL, LED
1	31188-01	GLASS, ENT DR, LOWER, CLR, TEMP
1	31189-01	GLASS, ENT DR, UPPER, TEMPERED
1	31200-47	WINDOW ASSY, DRVR, CLEAR, TEMP
1	31201-03	BUZZER, REAR EMERG DOOR
1	38105-33	CAMERA, SYSTEM, FRT/RR VIEW, EXTERIOR
1	40005-21	SUSPENSION, SPRG, REAR, 1-STAGE, 19000
1	40018-65	AXLE, REAR, S21-140, 5.29
1	40048-02	LUBRICATION, OIL, PETROLEUM, AXLE
1	40086-04	BUMPER, REAR, STEEL
1	40088-06	BUMPER, FRONT, STEEL 15IN
1	40097-04	COLUMN, STEER, TILT/TELESCOPE, DOUG AUTOTEC
1	40098-01	CRUISE CONTROL
1	40108-01	HOSE, COOLING, SILICONE, W/CONST TRQU CLAMP
1	40142-01	SWITCH, BATTERY DISCONNECT
1	40142-24	BATTERIES, GROUP 31, TWO
1	40280-04	GAUGE, SPEEDOMETER, MILES
1	40390-14	BALANCE FRONT WHEELS
1	40440-23	WHEELS, STEEL, 8.25X22.5, BLK, 5HH
1	40453-02	ELECTRONIC STABILITY CONTROL

Quote Id: 226630		Optional Features
		----- CHASSIS -----
1	07814	LOOM BATTERY CABLES COMPLETE
1	30017-02	CONDENSER,LEFT HAND,MID MOUNT
1	30058-05	PUMP,HEATER WATER
1	40000-12	AXLE,STEER,HENDRICKSON NXT,12000 LB
1	40004-19	SUSP,SPRG,FRT,SOFTEK,10000
1	40051-02	BRAKE INTERLOCK,AIR BRAKES
1	40051-05	BRAKE INTERLOCK CONTROL, LIFT DOOR
1	40051-07	BRAKE INTERLOCK,PARKING,AIR BRAKES
1	40052-03	ADJ,SLK,AUTO,MERITOR
1	40053-03	CHAMBERS,BRAKE,AIR,WABCO
1	40070-06	BRAKES,AIR,MERITOR,5"FRT/7"RR
1	40076-01	BRAKES,ANTI-LOCK(ABS),AIR
1	40081-01	DRYER,AIR,BENDIX AD-9
1	40111-12	FLUID,TRANSMISSION
1	40111-15	FLUID,ANTIFREEZE,POAT,YELLOW,-34F
1	40134-08	ALTERNATOR,LEECE-NEV,BRUSHLESS,280 AMP
1	40141-04	BATTERY COMPARTMENT,ROLLER TRAY,CHAS MTD
1	40166-03*	ENGINE,7.3L.FORD,GASOLINE
1	40171-07	GOVERNOR,ROAD SPEED,65 MPH
1	40215-19	EXHAUST,PRIMARY,7.3L,FORD ENGINE
1	40216-04	TAILPIPE,UNDER BUMPER,TURN-DOWN
1	40247-04	FUEL SYS,GAS,60 GL,BFR,RH FILL,ORVR
1	40350-85	TIRE,GY,255/70R22.5,LRH,ENDURANCE RSA
1	40411-01	TOW HOOKS, FRONT
1	40411-02	TOW HOOKS, REAR
1	40433-04	TRANSMISSION,FORD,6R140,6 SPD,7.3L
		----- BODY -----
1	00455-10	SIDE LIFT DOOR,REAR OVERHANG
1	00505-05	FUEL TANK DOOR,SPRING-LOADED,LOCKING
1	01502-03	INSULATED DRIVERS AREA,FIREWALL
1	02679	EXTEND WINDOW RAIL
1	02683	EXTEND SEAT RAIL
1	03110	GRIP HANDLES
1	03110-01	STEP,COWL,FOLDING
1	03118-05	INSULATION,STEPWELL,NR 3
1	03470-09	77 IN HEADROOM CONVENTIONAL
1	30014-05	A/C,BULKHEAD,FRONT AND REAR
1	30030-29	VENT,ADVANTAGE,STANDARD
1	30060-07	HEATER,50K,FRT STEPWELL AREA
1	30060-09	HEATER,50K,LH,FRONT,F/M
1	30192-22*	LIFT,WHEELCHAIR,1000 LB,NCL1000FIB3451-2
1	30195-12	MONITOR,UNIV.,EXTERIOR LT,DORAN
1	30245-06	GUARD, STROBE LIGHT
1	30260-27	RADIO AM/FM/USB/AUX/ BT WITH PA
1	30292-05	CONTROL ARM,CROSSING,AIR,POLY
1	30296-18	S/ARM,AIR,H/I,REFL,LED,STROBE
1	30298-01	ALERT SYSTEM,REAR,MOTORIST
1	30337-07	INSULATION,BODY,POLYESTER/FIBERGLASS
1	30448-02	LABEL,INSTRUCTION,CHILD CHECK SYS
1	30456-08	MIRROR,REARVIEW,INT 6X30,W/MONITOR
1	30482-13	HEATED MIRROR,EXT,15 MIN TIMER,REM CTRL
1	30646-02	BFK, NATIONAL STD POLY WHITE
1	30756-01	HOLDER,CERTIFICATE,7-5/8 X 9-1/4

1	30797-01	ARMREST,RH,DRIVER,SEAT,NATIONAL
2	30857-54	UPH,FIRE BLOCK,GRAY,BARRIER
1	30905-05	CONSOLE MOUNT,ARM REST
1	30940-01	FLAT FLOOR,W/O REAR WHEELHOUSING
1	30959-09	PANEL,OUTSIDE SIDE,20 GA,19.75 SKIRT
1	30978-07	DOOR CONTROL,AIR PWR,LATCH SW,3-POS
1	30981-03	LOCK,SECURITY,ENT DOOR
1	31051-03	LIGHT,LIFT AREA,INTERIOR,LED
1	31116-06	RUB RAILS,LIFT DOOR
1	31184-03	GLASS,RR EMER DR,LWR,DK TINT,TEMP
1	31185-03	GLASS,RR EMER DR UPR,DK TINT,TEMP
1	31187-03	GLASS,REAR VISION,DK TINT,TEMP
2	31193-27	WINDOW,S/S,P/O,12",TEMP,TINT
14	31202-29	WINDOW,S/S,12",TEMP,TINT
1	40213-09*	ENGINE EMISSION CONTROL,GAS
		----- ELECTRICAL -----
1	01922-04	DAYTIME RUN LGTS,W/O P/BRAKE DEACTIVATE
1	30029-01	WIRING,VENT,ROOF HATCH,BUZZER
1	30057-02	SWITCH,NOISE SUPPRESSION,LATCHING
1	30117-21	LIGHTS,DIR/MKR,SIDE,LED,FRT,BELT
1	30121-03	WIRING,DIR,SIDE,FRONT,BELTLINE
1	30151-05	LIGHTS,DOME,120 LUMENS,LED
1	30155-03	LIGHT,1 DOME,DRIVERS,LED,SEPARATE SW
1	30158-03	DOME,2 ROW/2 SWITCHES,F & R,CONFIG
1	30165-04	LIGHT,RED,OVER R.E.D. OR R.E.W.,LED
1	30176-11	LIGHT,BACKUP,LED,SKIRT MTD,R/WHEELS
1	30184-01	ARM CONDITION,PTI,NOT ACC MAINTAINED
1	30185-05	MONITOR,POST TRIP INSPECT,BLUE BIRD D01
1	30186-01	ARMING,PTI,WARNING LIGHTS
1	30187-01	ALARM CONDITION,PTI,ENT DOOR OPEN
1	30188-01	ALARM INDICATION,PTI,HEADLIGHTS & HORN
1	30196-05	HOODS,WARNING LIGHTS,INDIVIDUAL
1	30200-19	LIGHTS,WARN,LED,8-LGT,AMB/RED
1	30210-02	SWITCH,W/L MASTER,LOC,RH
1	30210-04	SWITCH,W/L START,LOC,RH
1	30210-06	SWITCH,STOP/CROSS CANCEL,LOC,RH
1	30210-10	LIGHTS,PILOT,W/L SYSTEM,LOC,RH
1	30210-17	SWITCH,DOOR CONTROL,LOC,LH
1	30211-04	CONTROLS,CONFIG,W/L,OPT #4,8-LGT,RH
1	30227-01	SWITCH,W/L SYS,CANCEL,CROSS ARM
1	30244-02	LOCATION,STROBE,4 FEET FROM REAR OF ROOF
1	30245-10	LIGHT,STROBE,SELF-CONT,LED,CLEAR
1	30246-03	CONTROL,STROBE,S/CONT,W/PILOT
1	30249-03	ACTIVATION,HEADLAMP FLASH W/WARN LGT
1	30269-06	SPEAKER,DLX,8 SPKR SYS W/WIRING
1	30286-01	WIRING,CROSSING ARM,AIR
1	30286-04	WIRING,MAGNETIC LATCH,CROSSING ARM
1	30292-11	MAGNETIC LATCH,CROSSING CONTROL ARM
1	30297-10	WIRING,S/ARM,AIR W/INDEP FLSHR
1	30310-02	HORN,BACKING SAFETY,112 DB
1	30315-01	WIRING,DRIVERS SEAT,HEATED
1	30319-06	LIGHT,PILOT,FLASH RED-LIFT DR OPEN
1	30325-04	POWER,BAT CONTROL,DOME LIGHTS
1	31044-02	SWITCH,LIFT DOOR,LIGHT,AUTO
1	31047-01	SWITCH,LIFT ENABLE,PENDANT
1	31048-04	WIRING,INTRLCK,LIFT,PENDANT CONTROL

1	31166-03	IGNITION CONTROL FOR STEPWELL LGT
2	31201-10	WIRING,P/O WINDOW,DRS BUZ ONLY
		----- PAINT -----
1	02325-19	LOGO,BIRD ONLY,VINYL,BLUE
1	02330-03	PAINT DESIGN,BRIGHT WHITE ROOF,12.5 IN
1	03074	HANDICAPPED ACCESSIBILITY SYM DECAL
1	30361-04	LETTERING,BATTERY
2	30365-01	LETTERING,EMERGENCY EXIT,ABOVE EXIT
1	30365-02	LETTERING,EMERGENCY DOOR,ABOVE EXIT
3	30366-01	LETTERING,EMERGENCY,INTERIOR,VINYL,BLACK
3	30366-02	LETTERING,EMERGENCY,EXTERIOR,VINYL,BLACK
1	30385-05	PAINT,RUBRAILS ONLY,FULL WIDTH BLACK
1	30395-02	BACKGROUND,WARN LGT,3" BLACK
2	30430-04	VINYL,REFL,P/O WINDOW YELLOW,3M
1	30430-07	VINYL,REFL,2IN SIDE YELLOW,3M
1	30430-08	VINYL,REFL,1.75 IN RR YELLOW,3M
1	30430-62	VINYL,REFL,SB SIGN,FRT/RR YELLOW
1	30448-07	DECAL, DO NOT BLOCK
1	30883-03	DECAL,BATTERY DISCONNECT SWITCH,RED
		----- SEATS -----
1	02836-16	S/BELT,DRV,3PT,SGL RET,BUZ/WRN LT,ORANGE
1	30784-09	PANEL,MODESTY,BARRIER,ENT DOOR
1	30784-43	PANEL,MODESTY,BARRIER,DRIVER,LH
1	30796-18	SEAT,DRV,NATIONAL,AIR,W/HEAT CUSH,CHAR
1	30815-02	CUTTER,SEAT BELT,TIE-TECH
2	30820-09	BARRIER, 39 INCH HIGH BACK
16	30852-05	MODULE,SEAT,COLOR,GRAY
3	30869-03	SEAT,39,3PT,3PASS,GM-FM,IMMI,SBR-I
6	30869-07	SEAT,39,3PT,3PASS,TM,IMMI,SBR-U
3	30869-10	SEAT,30,3PT,2PASS,GM-FM,IMMI,SBR-I
2	30869-11	SEAT,30,3PT,2PASS,TM,IMMI,SBR-U
2	30870-02	SEAT,39,3PT,3PASS,1CR,GM-FM,IMMI,SBR-I
3	31053-12	SURE-LOK,FF612-4C-7,W/C OCC RSTNT,L TRK
		----- ACCESSORIES -----
1	00575	FLAPS FRONT RUBBER
1	00586	FLAPS REAR WITH BB LOGO
1	00661-01	FE 5 LB DRY W/HOSE (DRIVERS CPT)
1	00754-01	TRIANGULAR WARN DEVICE FLR,W/STRAP
1	07572	AIR HORNS
1	30600-01	FAK,MULTI-STATE,POLY
1	30905-03	HOLDER,CUP
1	31300-25*	WARRANTY, BRONZE 2/10
		----- INTERIOR -----
1	00986-09	FLOOR,PLYWOOD,5/8"TREATED
1	01507-02	ACOUSTIC HEADLINING FULL LENGTH
4	02841-01	TRACKS,W/C ANCHORAGE,LONGITUDINAL
1	03183-11	EDGE TRIM,PADDED,BLACK VINYL,VISOR
1	30026-02	FAN,AUXILIARY,UPPER LEFT,6"
1	30026-03	FAN,AUXILIARY,UPPER CENTER,6"
		----- EXTERIOR -----
1	00600	FENDERS REAR RUBBER
1	03296	2 PC CURVED SHADED W/S
1	31070-02	GLASS,LIFT DOOR,TEMPERED,DARK TINT
		----- ERROR -----
1	40212-12	CALIBRATION,ENGINE,GAS,FORD,2026

Quote Id: 226630	Dealer Options
0	

* Indicates a non-discountable option

Quote Id: 226630	Additional Feature Information
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307400	HANDICAPPED ACCESSIBILITY SYM DECAL User Location: ship loose
3001405	A/C,BULKHEAD,FRONT AND REAR User Location: NA
3036104	LETTERING,BATTERY Color Code A: BLACK User Location: CENTERED ON BATTERY BOX DOOR Lettering: BATTERIES BOX Size: 2
3060001	FAK,MULTI-STATE,POLY User Location: ship loose
3085205	MODULE,SEAT,COLOR,GRAY Vendor Feature: 3086903, SEAT,39,3PT,3PASS,GM-FM,IMMI,SBR-I Category: Fire-Block, Fire-Block Color Code A: GRAY, Size: Fire-Block, Fire-Block
3085205	MODULE,SEAT,COLOR,GRAY Vendor Feature: 3086903, SEAT,39,3PT,3PASS,GM-FM,IMMI,SBR-I Category: Fire-Block, Fire-Block Color Code A: GRAY, Size: Fire-Block, Fire-Block
3085205	MODULE,SEAT,COLOR,GRAY Vendor Feature: 3086903, SEAT,39,3PT,3PASS,GM-FM,IMMI,SBR-I Category: Fire-Block, Fire-Block Color Code A: GRAY, Size: Fire-Block, Fire-Block
3085205	MODULE,SEAT,COLOR,GRAY Vendor Feature: 3086903, SEAT,39,3PT,3PASS,GM-FM,IMMI,SBR-I Category: Fire-Block, Fire-Block Color Code A: GRAY, Size: Fire-Block, Fire-Block
3085205	MODULE,SEAT,COLOR,GRAY Vendor Feature: 3086907, SEAT,39,3PT,3PASS,TM,IMMI,SBR-U Category: Fire-Block, Fire-Block Color Code A: GRAY, Size: Fire-Block, Fire-Block
3085205	MODULE,SEAT,COLOR,GRAY Vendor Feature: 3086907, SEAT,39,3PT,3PASS,TM,IMMI,SBR-U Category: Fire-Block, Fire-Block Color Code A: GRAY, Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3086907, SEAT,39,3PT,3PASS,TM,IMMI,SBR-U
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3086907, SEAT,39,3PT,3PASS,TM,IMMI,SBR-U
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3086910, SEAT,30,3PT,2PASS,GM-FM,IMMI,SBR-I
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3086910, SEAT,30,3PT,2PASS,GM-FM,IMMI,SBR-I
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3086910, SEAT,30,3PT,2PASS,GM-FM,IMMI,SBR-I
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3086910, SEAT,30,3PT,2PASS,GM-FM,IMMI,SBR-I
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3086911, SEAT,30,3PT,2PASS,TM,IMMI,SBR-U
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3086911, SEAT,30,3PT,2PASS,TM,IMMI,SBR-U
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3086911, SEAT,30,3PT,2PASS,TM,IMMI,SBR-U
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3086911, SEAT,30,3PT,2PASS,TM,IMMI,SBR-U
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3087002, SEAT,39,3PT,3PASS,1CR,GM-FM,IMMI,SBR-I
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3087002, SEAT,39,3PT,3PASS,1CR,GM-FM,IMMI,SBR-I
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3087002, SEAT,39,3PT,3PASS,1CR,GM-FM,IMMI,SBR-I
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

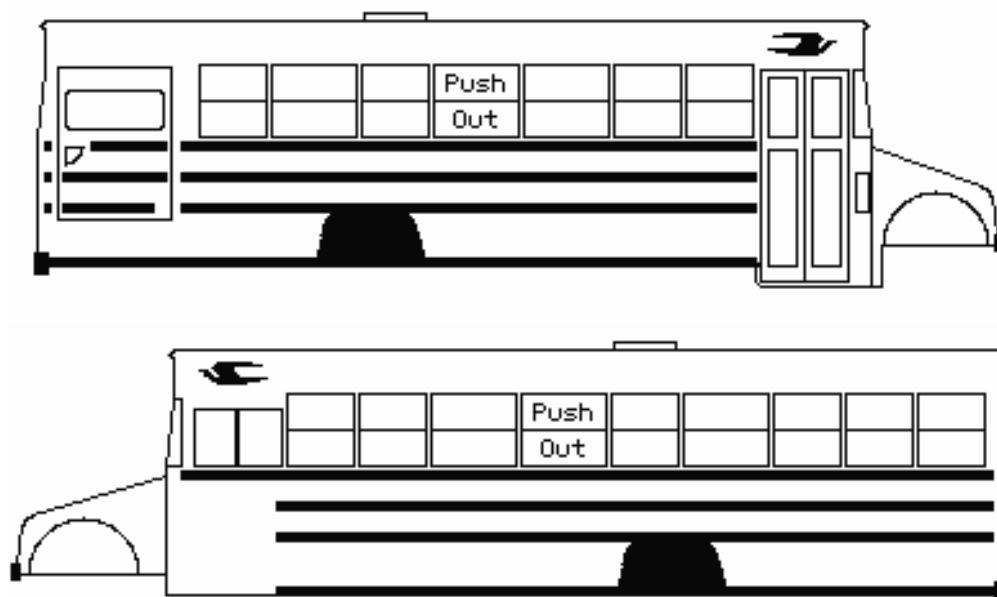
3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3087002, SEAT,39,3PT,3PASS,1CR,GM-FM,IMMI,SBR-I
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

Quote Id: 226630	Lettering / Bus Number
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Bus Numbers

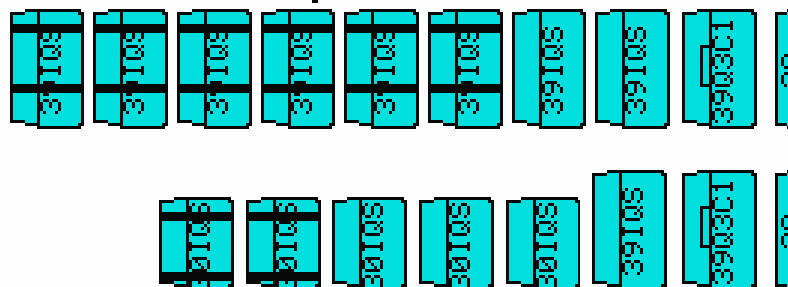
Locations/Color/Size NONE / NONE / NONE letters
NONE / NONE / NONE letters
NONE / NONE / NONE letters
NONE / NONE / NONE letters

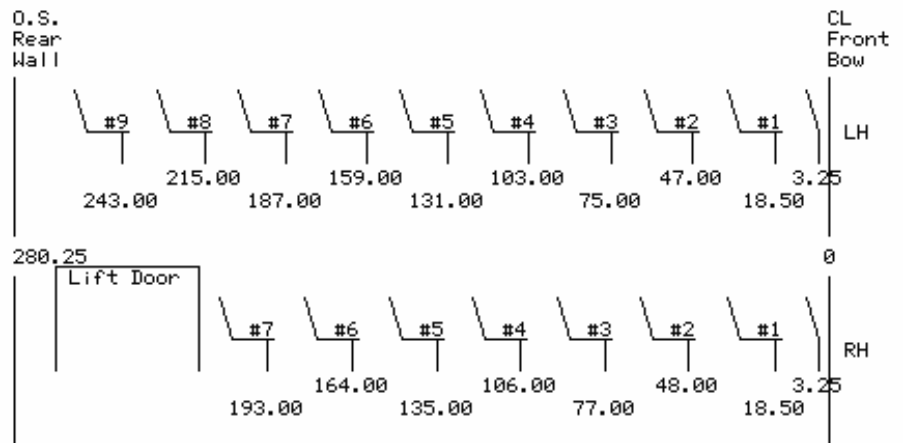
Body Plan: 5016106



Seat Plan: 37384

SP: 37384 BBCV 2610, 43 CAP





Row	RH Seats	LH Seats
1	39ICVQ3C1	39ICVQ3C1
2	39ICVQ8	39ICVQ8
3	30ICVQ8	39ICVQ8
4	30ICVQ8	39ICVQSTM
5	30ICVQ8	39ICVQSTM
6	30ICVQSTM	39ICVQSTM
7	30ICVQSTMWM	39ICVQSTM
8		39ICVQSTM
9		39ICVQSTM

Dimensions are to center line of front mounting hole.

LH Seat Spacing: 28.50, 28.00

LH Knee Clearance: 26.00, 26.00

RH Seat Spacing: 29.50, 29.00

RH Knee Clearance: 27.00, 27.00

BBCV 2610

Capacity	43
Seat Plan #	37384
Wheelbase	217.0

BBCV2610 ECDR IMMI QS/203C1 8TM

DO NOT SCALE



Sourcewell QUOTE

Sourcewell Contract Number 063020-BBB

SUBMITTED TO: CITY OF KINGSPORT

BUS TYPE, YEAR, MODEL: 72-Passenger, Blue Bird, Conventional, Type C, Gasoline, School bus

BID PRICE: \$158,882.00

BID SUBMITTED BY: Central States Bus Sales, Inc.
303 Business Park Drive
Lebanon, TN 37090

State Dealer License # 14796 Federal ID #: 43-1051799

Contact Name: Ryan Blake
Regional Sales Manager Phone Number: (615) 466-5040

Signature: RyanBlake

Date: 4/21/2026

We sincerely appreciate your business!

Item X7.

Blue Bird Body Company - Sales Quotation

Quote 224826 - Kingsport

Market	PLBT	Prod Code	Length	Capacity	Chassis	Wheelbase	Qty	Promise Date
US School Bus	BBCV	RG	3303	72	BB-BBCV	273.0	2	02/11/2027

Quoted To: Kingsport
 1701 E Center St
 Kingsport TN 37664

Quoted By: Central States Bus Sales, Inc.

P O Numbers:

Quantity	Base Model / Feature	Description
2	BBCV 3303	B.B. CONVENTIONAL

Quote Id: 224826	Standard Options
------------------	------------------

1	00198-02	LATCH, LOCKING, DOOR BATTERY CMPT
1	00254	STEPWELL, NATL STDS, 1990
1	00374-01	RETAINER REAR EMERG DOOR
1	00984	PLYWOOD FLOOR SCREWED DOWN
1	01561	EMERGENCY DOOR ARROWS
1	02230	DOOR SWITCH, STEPWELL LIGHT
1	02324	EXTERIOR SOLID NSBY
1	02449-11	GALVALUME I/S PNL, FULL HEM, TEXTURIZED
1	03183-01	VISOR, ACRYLIC, LEFT SIDE, ADJUSTABLE
1	06266-01	UNDERCOAT, MODIFIED WAX, PREMIUM
1	30001	ACCESSORY POWER SOCKET W/CAP, BATTERY
1	30056-18	HOSE, HTR, EPDM, W/CT CLAMPS
1	30102-15	LIGHTS, CL/MK, LED, 2 AMBER, 2 RED
1	30103-10	LIGHTS, ID, GROMMET MOUNT, LED
1	30105-10	LIGHTS, MKR, LED, INTERMEDIATE
1	30109-01	PRE-TRIP EXTERIOR LIGHT TEST
1	30116-05	LIGHTS, DIRECTIONALS, RR, AMBER LED
1	30123-02	HEADLAMPS, LED
1	30173-06	LIGHT, 4" LED, STOP/TAIL, VANDAL RESIST
1	30175-03	LIGHT, 7" STOP/TAIL, LED
1	30176-07	LIGHT, 4" BACKUP, LED, VANDAL RESIST
1	30199-01	SYSTEM, WARN, 8-LGT, SEQ
1	30201-01	SEQUENCE, W/L SYSTEM, SEQUENTIAL
1	30218-02	SWITCH, W/L, MASTER, GREEN PILOT
1	30225-01	SWITCH, W/L START, MANUAL
1	30228-02	INDICATOR, W/L SYSTEM, AMBER/RED
1	30295-05	LOCATION, STOP ARM, FRONT
1	30316-01	WIRING, W/L SYSTEM, 14 GA
1	30321-01	LIGHT, SWITCH PANEL, CHASSIS CTRL
1	30331-01	CIRCUIT PROTECTION, FUSES
1	30386-05	PAINT, CHASSIS, GRILLE, SURROUND SILVER, CV
1	30400-01	PAINT, INTERIOR, ASTRO WHITE
1	30430-02	VINYL, REFL, RR EMER DR YELLOW, 3M
1	30483-25	MIRROR, EXT, OPEN VIEW, SPLIT SYSTEM
1	30484-17	MIRROR, CROSSVIEW, EYE-MAX LP
1	30529-02	3" REFLECTOR, STANDARD, 3M DIA GRADE
1	30733-10	AIR BAG, DRIVER
1	30905-04	DASH, GLOVE BOX
1	30945-11	BODY CONSTRUCTION FM/CMVSS 221

1	30960-06	STEPWELL, GALVANIZED
1	30977-02	DOOR, ENTRANCE, OUTWARD OPENING
1	31015-02	DOOR, EMERGENCY, REAR, 2 WINDOW
1	31021-01	COVERING, FLOOR, RUBBER, BLACK
1	31024-02	TRIM, AISLE, ALUMINUM
1	31026-02	STEPTREAD, VINYL, RIBBED
1	31027-01	STEPTREAD, VINYL, BLACK
1	31049-01	HANDRAIL, ENT DR, BARRIER 3.25 - 5.25
1	31114-01	END CAP, RUB RAIL, STAMPED STEEL
1	31156-06	LIGHT, STEPWELL, LED
1	31188-01	GLASS, ENT DR, LOWER, CLR, TEMP
1	31189-01	GLASS, ENT DR, UPPER, TEMPERED
1	31200-47	WINDOW ASSY, DRVR, CLEAR, TEMP
1	31201-03	BUZZER, REAR EMERG DOOR
1	38105-33	CAMERA, SYSTEM, FRT/RR VIEW, EXTERIOR
1	40048-02	LUBRICATION, OIL, PETROLEUM, AXLE
1	40086-04	BUMPER, REAR, STEEL
1	40088-06	BUMPER, FRONT, STEEL 15IN
1	40097-04	COLUMN, STEER, TILT/TELESCOPE, DOUG AUTOTEC
1	40098-01	CRUISE CONTROL
1	40108-01	HOSE, COOLING, SILICONE, W/CONST TRQU CLAMP
1	40142-01	SWITCH, BATTERY DISCONNECT
1	40142-24	BATTERIES, GROUP 31, TWO
1	40171-09	GOVERNOR, ROAD SPEED, 75 MPH
1	40280-04	GAUGE, SPEEDOMETER, MILES
1	40390-14	BALANCE FRONT WHEELS
1	40440-23	WHEELS, STEEL, 8.25X22.5, BLK, 5HH
1	40453-02	ELECTRONIC STABILITY CONTROL

Quote Id: 224826		Optional Features
		----- CHASSIS -----
1	07814	LOOM BATTERY CABLES COMPLETE
1	30058-05	PUMP,HEATER WATER
1	40000-12	AXLE,STEER,HENDRICKSON NXT,12000 LB
1	40004-19	SUSP,SPRG,FRT,SOFTEK,10000
1	40005-23	SUSPENSION,SPRG,REAR,1-STAGE,23000
1	40018-56	AXLE,REAR,23K LBS,5.29
1	40051-07	BRAKE INTERLOCK,PARKING,AIR BRAKES
1	40052-03	ADJ,SLK,AUTO,MERITOR
1	40053-03	CHAMBERS,BRAKE,AIR,WABCO
1	40070-06	BRAKES,AIR,MERITOR,5"FRT/7"RR
1	40076-01	BRAKES,ANTI-LOCK(ABS),AIR
1	40081-01	DRYER,AIR,BENDIX AD-9
1	40081-04	VALVE,DRAIN,MANUAL,AIR TANK
1	40111-12	FLUID,TRANSMISSION
1	40111-15	FLUID,ANTIFREEZE,POAT,YELLOW,-34F
1	40134-07	ALTERNATOR,LEECE-NEVILLE,240 AMP,AVI 160
1	40141-04	BATTERY COMPARTMENT,ROLLER TRAY,CHAS MTD
1	40166-03*	ENGINE,7.3L.FORD,GASOLINE
1	40215-19	EXHAUST,PRIMARY,7.3L,FORD ENGINE
1	40216-04	TAILPIPE,UNDER BUMPER,TURN-DOWN
1	40247-05	FUEL SYS,GAS,100 GL,BFR,RH FILL,ORVR
1	40356-09	TIRE,KUMHO,11R22.5,LRH,KRS12E FT/KRD23 R
1	40411-01	TOW HOOKS, FRONT
1	40411-02	TOW HOOKS, REAR
1	40433-04	TRANSMISSION,FORD,6R140,6 SPD,7.3L
		----- BODY -----
1	00374-02	RETAINER SIDE EMERG DOOR LH
1	00429	EMERGENCY DOOR LS 28IN
1	00505-05	FUEL TANK DOOR,SPRING-LOADED,LOCKING
1	01502-03	INSULATED DRIVERS AREA,FIREWALL
1	02679	EXTEND WINDOW RAIL
1	02683	EXTEND SEAT RAIL
1	03110	GRIP HANDLES
1	03110-01	STEP,COWL,FOLDING
1	03118-05	INSULATION,STEPWELL,NR 3
1	03470-11	77 IN HEADROOM CONVENTIONAL
2	30030-29	VENT,ADVANTAGE,STANDARD
1	30060-07	HEATER,50K,FRT STEPWELL AREA
1	30060-21	HEATER,80K,LH,REAR,F/M
1	30195-12	MONITOR,UNIV.,EXTERIOR LT,DORAN
1	30245-06	GUARD, STROBE LIGHT
1	30260-27	RADIO AM/FM/USB/AUX/ BT WITH PA
1	30292-05	CONTROL ARM,CROSSING,AIR,POLY
1	30296-18	S/ARM,AIR,H/I,REFL,LED,STROBE
1	30298-01	ALERT SYSTEM,REAR,MOTORIST
1	30337-07	INSULATION,BODY,POLYESTER/FIBERGLASS
1	30448-02	LABEL,INSTRUCTION,CHILD CHECK SYS
1	30456-08	MIRROR,REARVIEW,INT 6X30,W/MONITOR
1	30482-13	HEATED MIRROR,EXT,15 MIN TIMER,REM CTRL
1	30646-02	BFK, NATIONAL STD POLY WHITE
1	30756-01	HOLDER,CERTIFICATE,7-5/8 X 9-1/4
1	30797-01	ARMREST,RH,DRIVER,SEAT,NATIONAL
2	30857-54	UPH,FIRE BLOCK,GRAY,BARRIER

1	30905-05	CONSOLE MOUNT,ARM REST
1	30959-09	PANEL,OUTSIDE SIDE,20 GA,19.75 SKIRT
1	30978-07	DOOR CONTROL,AIR PWR,LATCH SW,3-POS
1	30981-03	LOCK,SECURITY,ENT DOOR
1	31116-07	RUB RAILS,SIDE EMERGENCY DOOR
1	31184-03	GLASS,RR EMER DR,LWR,DK TINT,TEMP
1	31185-03	GLASS,RR EMER DR UPR,DK TINT,TEMP
1	31187-03	GLASS,REAR VISION,DK TINT,TEMP
4	31193-27	WINDOW,S/S,P/O,12",TEMP,TINT
19	31202-29	WINDOW,S/S,12",TEMP,TINT
1	40213-09*	ENGINE EMISSION CONTROL,GAS
		----- ELECTRICAL -----
1	01922-04	DAYTIME RUN LGTS,W/O P/BRAKE DEACTIVATE
2	30029-01	WIRING,VENT,ROOF HATCH,BUZZER
1	30057-02	SWITCH,NOISE SUPPRESSION,LATCHING
1	30117-21	LIGHTS,DIR/MKR,SIDE,LED,FRT,BELT
1	30121-03	WIRING,DIR,SIDE,FRONT,BELTLINE
1	30151-05	LIGHTS,DOME,120 LUMENS,LED
1	30155-03	LIGHT,1 DOME,DRIVERS,LED,SEPARATE SW
1	30158-03	DOME,2 ROW/2 SWITCHES,F & R,CONFIG
1	30165-04	LIGHT,RED,OVER R.E.D. OR R.E.W.,LED
1	30165-05	LIGHT,DOOR,RED OVER L/H S.E.D.,LED
1	30176-11	LIGHT,BACKUP,LED,SKIRT MTD,R/WHEELS
1	30184-01	ARM CONDITION,PTI,NOT ACC MAINTAINED
1	30185-05	MONITOR,POST TRIP INSPECT,BLUE BIRD D01
1	30186-01	ARMING,PTI,WARNING LIGHTS
1	30187-01	ALARM CONDITION,PTI,ENT DOOR OPEN
1	30188-01	ALARM INDICATION,PTI,HEADLIGHTS & HORN
1	30196-05	HOODS,WARNING LIGHTS,INDIVIDUAL
1	30200-19	LIGHTS,WARN,LED,8-LGT,AMB/RED
1	30210-02	SWITCH,W/L MASTER,LOC,RH
1	30210-04	SWITCH,W/L START,LOC,RH
1	30210-06	SWITCH,STOP/CROSS CANCEL,LOC,RH
1	30210-10	LIGHTS,PILOT,W/L SYSTEM,LOC,RH
1	30210-17	SWITCH,DOOR CONTROL,LOC,LH
1	30211-04	CONTROLS,CONFIG,W/L,OPT #4,8-LGT,RH
1	30227-01	SWITCH,W/L SYS,CANCEL,CROSS ARM
1	30244-02	LOCATION,STROBE,4 FEET FROM REAR OF ROOF
1	30245-10	LIGHT,STROBE,SELF-CONT,LED,CLEAR
1	30246-03	CONTROL,STROBE,S/CONT,W/PILOT
1	30249-03	ACTIVATION,HEADLAMP FLASH W/WARN LGT
1	30269-06	SPEAKER,DLX,8 SPKR SYS W/WIRING
1	30286-01	WIRING,CROSSING ARM,AIR
1	30286-04	WIRING,MAGNETIC LATCH,CROSSING ARM
1	30292-11	MAGNETIC LATCH,CROSSING CONTROL ARM
1	30297-10	WIRING,S/ARM,AIR W/INDEP FLSHR
1	30310-02	HORN,BACKING SAFETY,112 DB
1	30315-01	WIRING,DRIVERS SEAT,HEATED
1	30325-04	POWER,BAT CONTROL,DOME LIGHTS
1	31166-03	IGNITION CONTROL FOR STEPWELL LGT
1	31201-05	BUZZER,L/H SIDE EMERG DOOR
4	31201-10	WIRING,P/O WINDOW,DRS BUZ ONLY
		----- PAINT -----
1	02325-19	LOGO,BIRD ONLY,VINYL,BLUE
1	02330-03	PAINT DESIGN,BRIGHT WHITE ROOF,12.5 IN
1	30361-04	LETTERING,BATTERY

4	30365-01	LETTERING, EMERGENCY EXIT, ABOVE EXIT
2	30365-02	LETTERING, EMERGENCY DOOR, ABOVE EXIT
6	30366-01	LETTERING, EMERGENCY, INTERIOR, VINYL, BLACK
6	30366-02	LETTERING, EMERGENCY, EXTERIOR, VINYL, BLACK
1	30385-05	PAINT, RUBRAILS ONLY, FULL WIDTH BLACK
1	30395-02	BACKGROUND, WARN LGT, 3" BLACK
4	30430-04	VINYL, REFL, P/O WINDOW YELLOW, 3M
1	30430-07	VINYL, REFL, 2IN SIDE YELLOW, 3M
1	30430-08	VINYL, REFL, 1.75 IN RR YELLOW, 3M
1	30430-11	VINYL, REFL, SD EMER DR YELLOW, 3M
1	30430-62	VINYL, REFL, SB SIGN, FRT/RR YELLOW
1	30883-03	DECAL, BATTERY DISCONNECT SWITCH, RED
		----- SEATS -----
1	02836-16	S/BELT, DRV, 3PT, SGL RET, BUZ/WRN LT, ORANGE
1	30784-09	PANEL, MODESTY, BARRIER, ENT DOOR
1	30784-43	PANEL, MODESTY, BARRIER, DRIVER, LH
1	30796-18	SEAT, DRV, NATIONAL, AIR, W/HEAT CUSH, CHAR
1	30815-02	CUTTER, SEAT BELT, TIE-TECH
2	30820-09	BARRIER, 39 INCH HIGH BACK
24	30852-05	MODULE, SEAT, COLOR, GRAY
20	30869-03	SEAT, 39, 3PT, 3PASS, GM-FM, IMMI, SBR-I
3	30869-04	SEAT, 39, 3PT, 3PASS, FM, IMMI, SBR-U
1	30869-05	SEAT, 39, 3PT, 3PASS, FLIP, IMMI, SBR-U
		----- ACCESSORIES -----
1	00161	EMERGENCY EQUIPMENT CMPT, UPR FRONT
1	00575	FLAPS FRONT RUBBER
1	00586	FLAPS REAR WITH BB LOGO
1	00661-01	FE 5 LB DRY W/HOSE (DRIVERS CPT)
1	00754-01	TRIANGULAR WARN DEVICE FLR, W/STRAP
1	07572	AIR HORNS
1	30600-01	FAK, MULTI-STATE, POLY
1	30905-03	HOLDER, CUP
1	31300-25*	WARRANTY, BRONZE 2/10
		----- INTERIOR -----
1	00986-11	FLOOR, PLYWOOD, 5/8" TREATED
1	01507-02	ACOUSTIC HEADLINING FULL LENGTH
1	03183-11	EDGE TRIM, PADDED, BLACK VINYL, VISOR
1	30026-02	FAN, AUXILIARY, UPPER LEFT, 6"
1	30026-03	FAN, AUXILIARY, UPPER CENTER, 6"
		----- EXTERIOR -----
1	00600	FENDERS REAR RUBBER
1	03296	2 PC CURVED SHADED W/S
1	31198-02	GLASS, SIDE EMER DR, DK TINT, TEMP
		----- ERROR -----
1	40212-12	CALIBRATION, ENGINE, GAS, FORD, 2026

Quote Id: 224826	Dealer Options
0	

* Indicates a non-discountable option

Quote Id: 224826	Additional Feature Information
-------------------------	---------------------------------------

3036104 LETTERING, BATTERY
Color Code A: BLACK
User Location: CENTERED ON BATTERY BOX DOOR
Lettering: BATTERIES BOX
Size: 2

3060001 FAK,MULTI-STATE,POLY
User Location: ship loose

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3086903, SEAT,39,3PT,3PASS,GM-FM,IMMI,SBR-I
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

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Vendor Feature: 3086903, SEAT,39,3PT,3PASS,GM-FM,IMMI,SBR-I
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3086904, SEAT,39,3PT,3PASS,FM,IMMI,SBR-U
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3086904, SEAT,39,3PT,3PASS,FM,IMMI,SBR-U
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3086904, SEAT,39,3PT,3PASS,FM,IMMI,SBR-U
Category: Fire-Block, Fire-Block
Color Code A: GRAY,
Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3086904, SEAT,39,3PT,3PASS,FM,IMMI,SBR-U
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Size: Fire-Block, Fire-Block

3085205 MODULE,SEAT,COLOR,GRAY
Vendor Feature: 3086905, SEAT,39,3PT,3PASS,FLIP,IMMI,SBR-U
Category: Fire-Block, Fire-Block
Color Code A: GRAY,

Size: Fire-Block, Fire-Block

3085205

MODULE,SEAT,COLOR,GRAY

Vendor Feature: 3086905, SEAT,39,3PT,3PASS,FLIP,IMMI,SBR-U

Category: Fire-Block, Fire-Block

Color Code A: GRAY,

Size: Fire-Block, Fire-Block

3085205

MODULE,SEAT,COLOR,GRAY

Vendor Feature: 3086905, SEAT,39,3PT,3PASS,FLIP,IMMI,SBR-U

Category: Fire-Block, Fire-Block

Color Code A: GRAY,

Size: Fire-Block, Fire-Block

3085205

MODULE,SEAT,COLOR,GRAY

Vendor Feature: 3086905, SEAT,39,3PT,3PASS,FLIP,IMMI,SBR-U

Category: Fire-Block, Fire-Block

Color Code A: GRAY,

Size: Fire-Block, Fire-Block

Quote Id: 224826	Lettering / Bus Number
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Bus Numbers

,

Locations/Color/Size

NONE / NONE / NONE letters

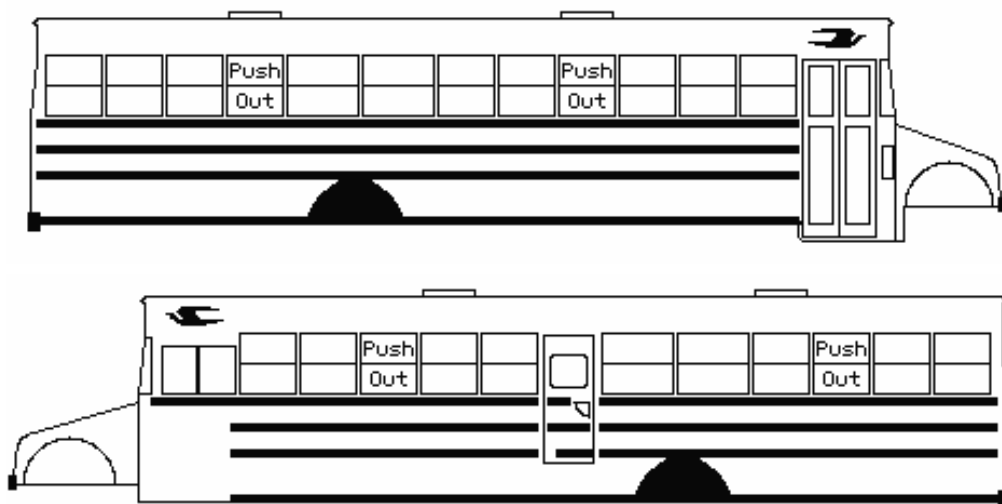
NONE / NONE / NONE letters

NONE / NONE / NONE letters

NONE / NONE / NONE letters

Quote Id: 224826 Body Plan / Seat Plan Information

Body Plan: 5015919

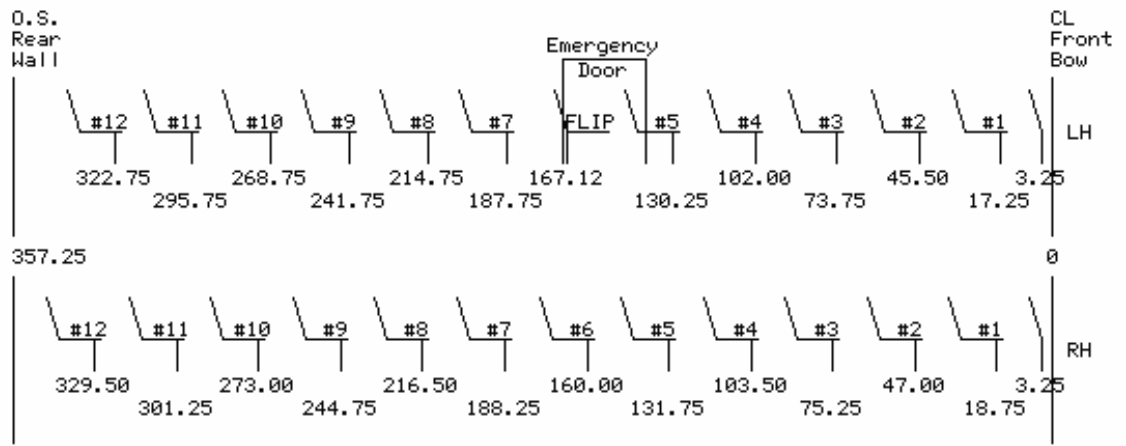


Seat Plan: 36773

SP: 36773 BBCV 3303, 72 CAP



Quote Id: 224826 Seat Plan Spacing Chart



Row	RH Seats	LH Seats
1	39ICVQS	39ICVQS
2	39ICVQS	39ICVQS
3	39ICVQS	39ICVQS
4	39ICVQS	39ICVQS
5	39ICVQS	39ICVQSFM
6	39ICVQS	39ICVQSF5
7	39ICVQS	39ICVQS
8	39ICVQS	39ICVQS
9	39ICVQS	39ICVQS
10	39ICVQS	39ICVQS
11	39ICVQS	39ICVQS
12	39ICVQSRR	39ICVQSRR

Dimensions are to center line of front mounting hole.

LH Seat Spacing: 28.25, 27.00
 LH Knee Clearance: 26.25, 25.00

RH Seat Spacing: 28.25
 RH Knee Clearance: 26.25

BBCV 3303

BBCV3303 SED6L IMMI 3PT

DO NOT SCALE

Capacity	72
Seat Plan #	36773
Wheelbase	273.0

**Solicitation Number: RFP #063020****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Blue Bird Body Company, 3920 Arkwright Road Suite 200, Macon, GA 31210 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities). Participating Entities will purchase Vendor's equipment, products, or services through an authorized independent dealer of Vendor's products ("Participating Dealer") who will sell to Participating Entities in accordance with this Contract and such additional terms and conditions as may be negotiated between the Participating Entities and the Participating Dealers (such terms and conditions may not be less favorable to the Participating Entity than this Contract and Vendor's Proposal).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires August 15, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor's products and services will only be sold to Participating Entities by and through Participating Dealers. Participating Dealers will provide

the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Participating Dealers may offer close-out or refurbished Equipment or Products if they are clearly indicated in Participating Dealer's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site by the Participating Dealer.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants its products to be free from defects in material and workmanship under normal use and service within the limits described in the Standard Warranty statement provided in the Request for Proposal ("RFP"). Participating Dealers must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer of the product or component. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list and it is understood that Products and Services under this Contract may be purchased only from and through Participating Dealers, and that Participating Entities will submit orders under this contract only to Participating Dealers.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location. Shipping costs and sales tax will be determined between Participating Entities and Participating Dealers and will be included in any pricing quote provided by a Participating Dealer.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. DELIVERY AND INSPECTION. Participating Entities and Participating Dealers will determine the time, mode, and location for delivery and inspection of purchased Equipment and Products. The handling of any damage or defects noted by the Participating Entity either during or after the vehicle is delivered to the Participating Entity is the responsibility of the Participating Dealer. Any policy as it relates to returns and return shipping will be determined between the Participating Entity and the Participating Dealer. Regardless of any other agreement, the Vendor does not accept any returns of school buses.

The Participating Dealer has the responsibility to ensure that all Equipment, Products and Services sold under this Contract meet the Participating Entities specifications and/or specifications set by state and local governing bodies, or that exceptions to these specifications have been agreed upon in writing between the Participating Entity and the Participating Dealer. Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products to its Participating Dealers, who in turn provide the substandard or inferior Equipment or Products to Participating Entities in the same condition provided to it by Vendor.

B. SALES TAX. Each Participating Entity is responsible for supplying the Participating Dealer with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity. Pricing provided in Vendor's Proposal does not include sales tax.

C. HOT LIST PRICING. At any time during this Contract, Participating Dealers may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When a Participating Dealer determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell by Vendor in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities. Discounts greater than those listed in the Contract may be available for quantity buys, off-peak season buys, or quotes that exceed base option content listed in the contract pricing. Any such discount will be offered by Participating Dealers on a case-by-case basis.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract through Participating Dealers. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Participating Dealer's employees may be required to perform work at government-owned facilities, including schools. Participating Dealer's employees and agents

must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to the Participating Dealer that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell, Vendor and Participating Dealers. Typically, a Participating Entity will issue an order directly to the Participating Dealer. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor or Participating Dealer performance, Participating Entity payment, and any applicable warranty periods or other Vendor, Participating Dealer, or Participating Entity obligations may extend beyond the term of this Contract.

Acceptable forms of payment will be determined between Participating Dealer and Participating Entity. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity, Participating Dealer and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity, Participating Dealer and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Participating Dealer will provide a performance bond that meets the requirements set forth in the Participating Entity's order. Vendor bears no liability for the Participating Dealer's performance bond and/or its decision to provide a performance bond.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Participating Dealer may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, Vendor, including their agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities and Participating Dealers may enter into a mutual agreement regarding the circumstances under which an order may be terminated.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities by Participating Dealers, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;

- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities by Participating Dealers. The Administrative Fee must be included in, and not added to, the pricing. Vendor or Participating Dealers may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcwell for the administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcwell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcwell may assign or transfer any rights or obligations under this Contract without the prior consent of the other and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by Sourcwell and Vendor.

C. **WAIVER.** If either Sourcewell or Vendor fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract (including all attachments and amendments) contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of Sourcewell and Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of any manufacturing or design defect that existed when the Product left Vendor's possession; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications and to the extent the manufacturing or design defect existed when the Equipment or Product left Vendor's possession.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing Sourcewell and Vendor's relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
 - d. Any use of Sourcewell's Intellectual Property by Participating Dealers as described herein must be negotiated between the Participating Dealer and Sourcewell. Vendor bears no responsibility for the act or failure to act of Participating Dealers with respect to Sourcewell's Intellectual Property.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, Sourcewell and Vendor will monitor performance and address unresolved contract issues as follows:

1. *Notification.* Sourcewell and Vendor must promptly notify each other of any known dispute with the terms or performance of this Contract and work in good faith to resolve such dispute between Sourcewell and Vendor within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If Sourcewell and Vendor are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.
4. *Participating Dealer.* The provisions of this section apply only to Sourcewell and Vendor. Any dispute between any Participating Entity and any Participating Dealer must be resolved between the Participating Entity and the Participating Dealer. Vendor shall not be held liable for a Participating Dealer's failure to perform in accordance with a Purchase Order or other directive from a Participating Entity.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this

Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. Intentionally Omitted.

D. Intentionally Omitted.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements of Participating Dealers based on specific funding specifications. Participating Entities will work with Participating Dealers if additional specific funding specifications are required. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services sold through and by Participating Dealers with United States federal funds. Participating Entities will ensure that Participating Dealers are in compliance with the following provisions, when applicable, and it is not Vendor’s responsibility to ensure that Participating Dealers are in compliance with any such provision.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that

each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Blue Bird Body Company

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
By: Albert Burleigh
AA417A61C5BC483...

Title: Director of Operations & Procurement/CPO

Title: Regional Executive Director

Date: 8/27/2020 | 3:11 PM CDT

Date: 8/31/2020 | 8:55 AM CDT

Approved:

DocuSigned by:
By: Chad Coquette
7E42B8F817A64CC...

Title: Executive Director/CEO

Date: 8/31/2020 | 8:59 AM CDT

RFP 063020 - School Buses with Related Accessories, Supplies, Parts, and Services

Vendor Details

Company Name: BLUE BIRD BODY COMPANY
Address: 3920 Arkwright Rd. Suite 200
Macon, GA 31210
Contact: Albert Burleigh
Email: albert.burleigh@blue-bird.com
Phone: 478-919-7311
HST#:

Submission Details

Created On: Wednesday June 03, 2020 11:08:37
Submitted On: Tuesday June 30, 2020 12:28:33
Submitted By: Albert Burleigh
Email: albert.burleigh@blue-bird.com
Transaction #: f52eb723-f1be-4967-a668-fc9fab2faff9
Submitter's IP Address: 75.38.16.103

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Blue Bird Body Company
2	Proposer Address:	3920 Arkwright Road, Suite 200 Macon, GA 31210
3	Proposer website address:	www.blue-bird.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Albert Burleigh Regional Executive Director 3920 Arkwright Road, Suite 200, Macon GA 31210 albert.burleigh@blue-bird.com (478) 919-7311
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Albert Burleigh Regional Executive Director 3920 Arkwright Road, Suite 200, Macon GA 31210 albert.burleigh@blue-bird.com (478) 919-7311
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tim Gordon Regional Executive Director 3920 Arkwright Road, Suite 200, Macon GA 31210 tim.gordon@blue-bird.com (478) 822-2260

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Blue Bird Corporation has been servicing the school and activity bus industry since 1927. The company was founded by George Luce and his goal for the first bus designed and built was to "build a better bus" and we hold that focus still today. The Luce family managed and operated the business until the early 90's. Since that time, Blue Bird has gone through three ownership changes that were either private equity or a combination of private equity and public ownership as a division of Henly's Group and traded on the London Exchange. In February of 2015, Blue Bird filed an initial public offering on NASDAQ and is publicly traded under the symbol BLBD.</p> <p>We come to work every day with one common goal, to design, build, sell and service the world's finest school bus. That's what we do - no distractions, no competing priorities. We are heirs to a rich legacy, one of listening to our customers, embracing their needs, and delivering innovations that lead the market.</p> <p>We commit ourselves to four driving priorities - safety, quality, durability, and serviceability. We embody the interests of every child that rides us, every driver that drives us, every service technician that services us and every district that buys us. More than a business, this work is our heritage, and we have been at it since 1927 - that's purpose driven.</p> <p>We are singularly focused on building and selling school buses that customers want and value. The safety of schoolchildren is at the center of all that we do and we will strive every day, just as we have since our beginning in 1927, to provide an unparalleled and affordable product in terms of safety, quality, durability, and serviceability.</p> <p>We will be easy to do business with, responsive to our customers' wants and needs, and provide prompt after-sale support in parts and service through a professional, high-qualified distribution network. Customer satisfaction is our top priority.</p>
8	What are your company's expectations in the event of an award?	To make bus purchases easier for school districts Nationwide and bring value from this RFP to participating entities. We will promote this contract as described in our marketing plan and will strive to increase awareness of the Sourcwell contract, grow dealer participation, and increase sales through the use of the contract.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Our 2019 Annual Report has been provided in the document upload section to support the below financial summary.</p> <p>We ended the decade with our best financial performance in more than ten years and are positioned well for future growth. Our fiscal 2019 adjusted EBITDA of \$82 million was 17% above last year and our net sales revenue exceeded \$1 billion for the second consecutive year, setting an all-time record for Blue Bird. We sold more than 11,000 buses for the second year in a row and we grew our alternative-fuel bus sales by more than 20% in a strong, but flat industry.</p>
10	What is your US market share for the solutions that you are proposing?	Our 2019 fiscal year end US market share for school and activity buses is 33.1%
11	What is your Canadian market share for the solutions that you are proposing?	Our 2019 fiscal year end Canadian market share for school and activity buses is 15.8%
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	In January 2006, Blue Bird filed for Chapter 11 bankruptcy. This was a pre-packaged court filing to strengthen our balance sheet through a debt-for-equity conversion plan. The restructuring of our debt provided for a full recovery to the company's general unsecured creditors.

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) Blue Bird is a manufacturer of school buses. In fiscal 2019, we sold approximately 90% of our vehicles through our United States and Canadian dealer network, currently consisting of 47 dealers that, in their territories, are exclusive to us with Type C and D school buses. School buses sold in the United States and Canada through our dealer network are purchased by school districts and private schools, as well as small and medium size contractors that provide services to school districts on a fee basis. Dealers develop collaborative relationships with school districts, district transportation directors, and key officials in their states.</p> <p>Blue Bird has a long history of going to market with the best dealer network in the industry. Although Blue Bird is involved with the customer experience included but not limited to sales, service, and support, the dealers have the day to day responsibility and relationship.</p> <p>The dealer network is a third party and independent businesses with a contractual obligation to Blue Bird and vice versa.</p>
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14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Our products must satisfy various legal, environmental, health and safety requirements at federal, state and municipal levels. At the federal level, "FMVSS," or Federal Motor Vehicle Safety Standards, govern the safety of all motor vehicles sold for use in the United States. More than half of the FMVSS regulations apply to school buses. For example, federal regulations require school buses to be painted "school bus yellow" and to be equipped with specific warning and safety devices. School buses are also built with the body on top of chassis frame rails. This so-called "high floor" construction moves the passenger compartment above the typical automotive "crash zone" and therefore provides an added measure of safety should a collision occur. Steel rollover cages and heavy duty bumpers are designed to provide incremental protection, in contrast with standard transit buses with "low floor" construction that offer lower curb height access with limited or no steel reinforcement.</p> <p>All completed vehicles manufactured by Blue Bird Body Company for use in the United States are manufactured in full compliance with all applicable U. S. Federal Motor Vehicle Safety Standards (FMVSS) in effect at the time of manufacture completion.</p> <p>Per U.S. Code of Federal Regulations Title 49, Subtitle B, Chapter V, Part 567 Certification, the U. S. National Highway Traffic Safety Administration (NHTSA) requires that each vehicle manufacturer self-certify their vehicles to be in full compliance with all applicable FMVSS as evidenced by the presence of the compliance label which must comply with their (NHTSA) content requirements. An FMVSS compliance letter is provided in the document upload section.</p> <p>After a school bus is sold, regulation of the operation of the school bus becomes the responsibility of the state in which it operates. Today, each state has its own rules and regulations pertaining to the manufacture, design, operation and safety of the school buses operated in their jurisdictions. As a result, we cannot manufacture to a single set of specifications, but rather must assure that each manufactured bus conforms to the specifications of the particular jurisdiction in which it will be operated.</p> <p>Blue Bird is licensed in each state we operate as required by state law and each dealer holds the normal business licenses and motor vehicle dealer license from their respective State(s) as required. Many of our dealers are also licensed service and warranty repair locations for major suppliers such as Caterpillar, Cummins, Allison, and Ford. These businesses are bonded and insured.</p> <p>We must also consider the rules and regulations of foreign jurisdictions. In Canada, where our Micro Bird joint venture operates, school buses are governed by the Canadian Motor Vehicle Safety Regulations. These regulations are patterned after the FMVSS regulations, although differences do exist between the two regulatory systems.</p>
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>This has not applied to our company</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Blue Bird has a reputation for safety, product quality/reliability/durability, and drivability: Our longevity and reputation in the school bus industry have made us an iconic American brand. We are the only principal manufacturer with chassis and body production specifically designed for school bus applications and the only school bus company to offer compliance with industry recognized safety tests-Altoona Testing, Colorado Rack Test and the Kentucky Pole Test-as a standard specification across our entire product line.</p> <p>Alternative fuel leadership: We are the market leader in propane, gasoline, and CNG fuel powered-buses, having sold approximately eight times more alternative fuel school buses than all of our competitors combined from fiscal 2010 through fiscal 2019. In fiscal 2019 we sold 5,343 propane, gasoline, CNG, and electric powered buses, an increase of 20.7% versus the prior year.</p> <p>Innovative product leadership: We have consistently led the school bus industry with innovative product leadership through several industry firsts, including the first Type D CNG school bus, the first unique school bus chassis, and the first OEM-manufactured propane bus. In fiscal 2016, years ahead of our competition, we launched the industry's first gasoline powered Type C bus (utilizing an exclusive Ford and Roush CleanTech powertrain), and we were first-to-market with Electronic Stability Control. Also in 2016, we launched a new CNG product using a Ford engine and transmission and a Roush Clean Tech fuel delivery system to provide CNG in a Type C bus. In fiscal 2018, we sold our first Type D electric vehicles and in fiscal 2019 we introduced our Type C electric vehicle.</p> <p>Strong distribution model. We have built an extensive, experienced network of 47 dealers to distribute our buses across the United States and Canada, and during recent years have significantly enhanced our relationships with large fleet operators. Our dealers have an average tenure of more than 29 years with us and do not sell competing Type C or Type D school bus products in the areas assigned to them by us.</p> <p>Highly-skilled and committed workforce: We benefit from a highly-skilled, committed hourly workforce of approximately 1,853 that support our customized assembly operations at our 900,000 square foot integrated chassis manufacturing and body assembly facility and 340,000 square foot component fabrication facility. Our employees are trained to maximize production efficiency by following customized processes developed by us.</p> <p>Excellence in marketing and promotion of our products: Our recent ad campaign in School Transportation News was the #1, top-rated advertisement in the magazine: https://www.dropbox.com/s/q4ypgb2rwn6clpq/Blue_Bird_Award_S_TN_March_2020.pdf?dl=0</p>
17	What percentage of your sales are to the governmental sector in the past three years	Approximately 2%
18	What percentage of your sales are to the education sector in the past three years	96% which consists of sales to school districts and bus contractors that service school districts
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	With the exception of the current Sourcewell contract, we do not hold any state, provincial, or cooperative purchasing contracts directly. Throughout the U.S. and Canada, our dealer network holds in total over 20 contracts. Our sales utilizing the Sourcewell contract was approximately 365 units from 2017-2019.

20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA contract # GS-30F-DA017. We sell buses through our United States General Services Administration ("GSA") contract, an expedited procurement procedure designed to meet the needs of bus customers authorized to purchase through the GSA contracting offices, including the U.S. Air Force, U.S. Army, Homeland Security and the U.S. Department of Agriculture. Volume over last 3 years was approximately 850 units.
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Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Mobile County Public Schools (AL)	Pat Mitchell	(251) 221-5260
Independence School District (MO)	Daryl Huddleston	(816) 525-5335
BRANDON VALLEY SCHOOL DISTRICT 49-2 (SD)	Wayne Hampton	(605) 582-3514
BROOKINGS SCHOOL DISRICT (SD)	Bill Heldt	605-696-4750

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
GSA	Government	Georgia - GA	GSA contract # GS-30F-DA017	850 units	\$90M
Northwest Independent School District	Education	Texas - TX	RFP	205 units	\$16.7M
Clark County School District	Education	Nevada - NV	RFP	300 units	\$28M
Fulton County School District	Education	Georgia - GA	RFP	164 units	\$13.4M
Pflugerville Independent School District	Education	Texas - TX	RFP	154 units	\$12.3M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	Blue Bird sells and services product through a network of dealers. Blue Bird supports that network with Regional Sales, Service, and Parts Managers that live in the territory they represent. Our dealer network in total has approximately 160 sales representatives that are responsible for school bus sales in their respective territories.

24	Dealer network or other distribution methods.	We have built an extensive, experienced network of 47 dealers to distribute our buses across the United States and Canada. Our dealers have an average tenure of more than 29 years with us and do not sell competing Type C or Type D school bus products in the areas assigned to them by us. In addition, our dealers have approximately 100 parts and service locations across the U.S. and Canada, as well as relationships with approximately 250 additional 3rd party service provider partners to provide extensive warranty service coverage in all markets.	*
25	Service force.	Through our dealer's service network, there are over 600 qualified technicians to meet the warranty and retail service needs of our customers.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our 47 dealers have approximately 100 parts and service locations across the U.S. and Canada, as well as relationships with approximately 250 additional 3rd party service provider partners to provide extensive warranty service coverage in all markets. In addition, many of these service locations have mobile service capabilities to improve the response time and added convenience for our customers. Blue Bird field service engineers provide technical support to our dealer network. At the end of fiscal 2019, service engineers had an average of over 25 years of experience with our Company and are strategically placed throughout the United States and Canada to better serve both dealers and end-customers. The network leverages our parts inventory, technical training, and online warranty network to address customer service needs.</p> <p>We maintain a parts distribution center in Delaware, Ohio that fills demand for our Company specific and all-makes parts. Additional demand for parts is fulfilled by drop ship and direct sales. To fulfill demand for parts that are not maintained at the distribution center, we are linked to approximately 40 suppliers that ship directly to dealers and independent service centers.</p> <p>This level of support positions us as the school bus industry experts which furthers our ability to be responsive to our customers parts and service needs.</p> <p>We contract with a 3rd party survey company, The Daniels Group, to monitor our customers' satisfaction with the quality of our products and satisfaction with the performance of our dealer network. We monitor customer responses weekly to ensure we are managing and targeting improvements to our products and dealer network.</p>	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our goal is to provide our products to all participating entities by encouraging our U.S. dealer network to participate and actively pursue sales through the Sourcewell contract. With this bid submission, we'll have dealers participating in 37 states. Our goal is to continue to work with the remaining dealers to offer our products to all participating entities in all markets where the contract is allowed.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our goal is to provide our products to all participating entities by encouraging our dealer network in Canada to participate and actively pursue sales through the Sourcewell contract. With this bid submission, we'll have one dealer participating in 2 provinces and 2 territories. Our goal is to continue to work with the remaining dealers to offer our products to all participating entities in all markets where the contract is allowed.	*

29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>We currently do not have participation from our dealer network in the below states/provinces. If awarded the contract, we will continue to work with our dealers to encourage participation so we can offer our products to all participating entities where the Sourcewell contract is allowed.</p> <p>Currently not participating in the following Canadian Provinces: Manitoba, New Brunswick, Newfoundland & Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, Saskatchewan *</p> <p>Currently not participating in the following U.S. states: Maine, Alaska, Wyoming, Iowa, California, Hawaii, Arizona, North Carolina, Mississippi, New York, Arkansas, West Virginia, and Kentucky</p>
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Our existing GSA contract will take precedent as the means for the government to purchase our products. *
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	As of this bid submission, we do not have dealer representation in Alaska. When a new dealer is signed, it is our intent to offer our products to participating entities. Currently, our dealer who covers the state of Hawaii is not participating. We will continue to work with our dealer to encourage them to participate. *

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>In addition to communicating to all dealers through our formal dealer communication process, we plan to announce the contract award through our website and social media platforms. Also, we will encourage all participating dealers to promote their participation through their various communication channels and at local trade shows. In conjunction with Sourcewell, we will provide training to our Regional Sales Managers as well as dealer sales personnel on how to effectively promote the benefits of the Sourcewell contract to their customers.</p> <p>In addition, we will seek out opportunities to partner with other Sourcewell-approved vendors to further improve the value-proposition offered to the Participating Entities. For example, we recently partnered with NCL Government Capital (Sourcewell vendor) to offer a 12-month deferred payment program for our customers. We've included a jointly-developed marketing flyer in the document upload section.</p> <p>Examples of other marketing materials have been provided in the document upload section as well.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our social media presence is, by far, the most popular in our industry. With nearly 50,000 "likes", we have 5 times more followers than our top competitors. Plus, we have a presence on Twitter and LinkedIn. We utilize these digital platforms to bring customers back to our website, www.bluebird.com, and use our Request a Quote form as a measure of success for sales through digital means. We also regularly present digital advertising "whitepapers" through School Bus Fleet magazine's website and School Transportation News' website.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would recommend the use of Sourcewell's website for marketing our partnership. We would request that Sourcewell provide sales training to our Regional Sales Managers and participating dealer sales teams to understand how promote the benefits of this contract to participating entities.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our products are sold through our dealer network. The availability of e-procurement ordering process can be discussed between a Participating Entity and the Participating Dealer.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>In addition to any training available through our dealer network or training coordinated through many of our supplier partners, our Blue Bird Academy also offers web-based, video tutorials, and factory-based training for our customers.</p> <p>Technician Training -Blue Bird Academy offers three types of technician training:</p> <ol style="list-style-type: none"> 1. We recently launched our online Blue Bird Technician Certification program and this is open to all technicians: dealer and customer. <ul style="list-style-type: none"> - Associate Level: 100% web-based - \$650/person - Advanced Level: Live training sessions in Fort Valley, GA or regionally, followed up by online courses for real world application of the knowledge and skills learned in the previous level and workshop – Price TBD - Master Level: Hands-on Factory-based proficiency observation of skills learned through online and live training sessions – Price TBD 2. We also offer factory-based and regional training throughout the year which are typically 4-days in length. When held at the factory location in Fort Valley, a plant tour is included. The cost for this varies depending on location. 3. We also will provide on-site service training at a customer's location, by request. The cost for that is based on travel expenses for our trainer.
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37	Describe any technological advances that your proposed products or services offer.	<p>Our performance in recent years has been driven by the implementation of repeatable processes focused on product initiatives, continuous improvement of both competitiveness and manufacturing flexibility, as described below:</p> <p>1. Alternative Fuel Initiatives — Blue Bird is the clear leader in alternative fuel school buses (defined as buses that do not operate on diesel fuel) and we continue to introduce new products to support growing consumer demand for these products.</p> <ul style="list-style-type: none"> • Propane — In 2012, we entered into our exclusive relationship with Ford Motor Company and Roush Clean Tech to offer propane-powered Type C school buses. We have continued to lead the industry with this offering. • We launched the industry's first .05g/bhp-hr NOx propane engine in 2017. This engine operates four times cleaner than the current emission standard and is significantly better for the environment than competitors' published offerings. • We launched the industry's first .02g/bhp-hr NOx propane engine in August 2018. This engine complies with Ultra Low NOx classification and has an emissions level at 10% of the current standard and competitive offerings. • CNG — Blue Bird was the first OEM to introduce a CNG powertrain for the Rear Engine Type D bus using Cummins Westport technology. In 2016, we launched a new CNG product using a Ford engine and transmission and a Roush Clean Tech fuel delivery system to provide CNG in a Type C bus. • Electric — Blue Bird is the first major school bus manufacturer to market, and presently the only manufacturer among major OEMs, to have delivered electric school buses. We developed our electric bus with our partner, EDI. EDI was recently acquired by Cummins, one of our long-standing engine suppliers. We offer electric solutions in both our Type C and Type D buses and commenced delivery to customers in 2018. • Gasoline — In 2016, we re-introduced gasoline engines in school buses, again using a Ford engine and transmission and a Roush Clean Tech fuel delivery. This product has been an immediate success and continues to grow the Blue Bird customer base. <p>2. Diesel — Blue Bird works closely with Cummins on diesel engines which continue to be the power source for the majority of school buses sold.</p> <p>3. Product Initiatives — We continue to update and improve our products.</p> <ul style="list-style-type: none"> • Blue Bird introduced the first Electronic Stability Control system on school buses as an optional offering in fiscal 2017, and made it a standard feature in fiscal 2019. We also made rear-view cameras standard in fiscal 2019. <p>4. Manufacturing and Process Initiatives — We have commenced a number of initiatives to continue to build customer loyalty, reduce costs, and enhance competitiveness.</p> <ul style="list-style-type: none"> • We launched our all-new, state-of-the-art paint facility in July 2019. This facility will drive greater reliability, quality, and capacity at a lower cost. • We contracted with industry leaders to revise our production techniques in our plant.
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38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>All emission levels mentioned below are certified by CARB (California Air Resources Board) and/or EPA (Environmental Protection Agency).</p> <p>As mentioned above in Line Item 37:</p> <p>Alternative Fuel Initiatives — Blue Bird is the clear leader in alternative fuel school buses (defined as buses that do not operate on diesel fuel) and we continue to introduce new products to support growing consumer demand for these products.</p> <ul style="list-style-type: none"> • Propane — In 2012, we entered into our exclusive relationship with Ford Motor Company and Roush Clean Tech to offer propane-powered Type C school buses. We have continued to lead the industry with this offering. • We launched the industry's first .05g/bhp-hr NOx propane engine in 2017. This engine operates four times cleaner than the current emission standard and is significantly better for the environment than competitors' published offerings. • We launched the industry's first .02g/bhp-hr NOx propane engine in August 2018. This engine complies with Ultra Low NOx classification and has an emissions level at 10% of the current standard and competitive offerings. • CNG — Blue Bird was the first OEM to introduce a CNG powertrain for the Rear Engine Type D bus using Cummins Westport technology. In 2016, we launched a new CNG product using a Ford engine and transmission and a Roush Clean Tech fuel delivery system to provide CNG in a Type C bus. • Electric — Blue Bird is the first major school bus manufacturer to market, and presently the only manufacturer among major OEMs, to have delivered electric school buses. We developed our electric bus with our partner, EDI. EDI was recently acquired by Cummins, one of our long-standing engine suppliers. We offer electric solutions in both our Type C and Type D buses and commenced delivery to customers in 2018.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Zero Emission Vehicle - Blue Bird is the first major school bus manufacturer to market, and presently the only manufacturer among major OEMs, to have delivered electric school buses. We developed our electric bus with our partner, EDI. EDI was recently acquired by Cummins, one of our long-standing engine suppliers. We offer electric solutions in both our Type C and Type D buses and commenced delivery to customers in 2018.</p> <p>Ultra Low NOx certification - We launched the industry's first .02g/bhp-hr NOx propane engine in August 2018. This engine complies with Ultra Low NOx classification and has an emissions level at 10% of the current standard and competitive offerings.</p>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>TVM DBE Goal Concurrence/Certification Letter (Fiscal Year 2020) has been provided in document upload section</p>

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>We are the only principal manufacturer with chassis and body production specifically designed for school bus applications and the only school bus company to offer compliance with industry recognized safety tests-Altoona Testing, Colorado Rack Test and the Kentucky Pole Test-as a standard specification across our entire product line.</p> <p>Colorado Rack and Kentucky Pole Tests were not invented by or exclusive to Blue Bird. Some will downplay the importance of these critical structural benefits and will fall back on compliance to Motor Vehicle Safety Standards. When transporting our most precious cargo, our children, Blue Bird does not settle for minimum construction standards. Both Colorado Rack and Kentucky Pole Tests were developed because minimum FMVSS standard testing, according to Blue Bird, should be taken a step further.</p> <p>Colorado Rack Test: The Colorado Rack test verifies structural integrity and crash-worthiness of school bus designs. The test simulates a rollover crash by applying a constant load along the full length of the bus body. This insures that all pushout windows and emergency exits will be fully functional after an accident occurs. Blue Bird feels it is essential that our buses are constructed to meet the Colorado Rack test standards, insuring safe exit in the event of a rollover crash. All Blue Bird buses are Kentucky Pole tested and designed to keep all passengers safe by providing structural integrity to minimize outside intrusion.</p> <p>Kentucky Pole Test: The Kentucky Pole test is designed to verify that the interior panels above the window will not separate and expose sharp edges in the event of a crash. The test involves a rollover simulation, in which the bus strikes a pole-like object, which forces the roof to bend into the passenger compartment. Standards require that separation of body panels must not occur when the roof bends between 8-10 inches. All Blue Bird buses are Kentucky Pole tested and designed to keep all passengers safe by providing structural integrity to minimize outside intrusion.</p> <p>As previously mentioned, we have the widest range of products and fuel types to best meet the needs of customer throughout the industry.</p>
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Our warranties cover all our products and include parts and labor, however, there are some components covered by the component manufacturer. Some examples of this are Cummins diesel engines and Allison transmissions which are covered by these companies. A copy of our standard warranty is provided in the document upload section.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranty has limitations and exclusions that are detailed on our standard warranty statement which is provided in the document upload section.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our Blue Bird standard warranties do not cover travel time and mileage, however, many of our dealers cover this expense within certain limits.
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Certified technicians are available in all geographic regions of the United States and Canada.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	For those components that are not included in our standard warranty, our Blue Bird dealers can either perform warranty service for those components or can arrange for work to be performed at an authorized warranty repair center.
47	What are your proposed exchange and return programs and policies?	Blue Bird does not offer any exchange or return programs on buses. Any returns or exchanges will be negotiated directly between our dealers and the participating entity.
48	Describe any service contract options for the items included in your proposal.	We offer several service contract options to extend the standard warranty. These include contracts that extend our standard one-year warranty to two, three, five, or six years. We offer tow warranties to provide towing for up to 5 years. We also offer warranties on Roush gas, LPG, and CNG components that extend those warranties up to 10 years. A chart detailing extensions to our standard warranty is provided in the document upload section. Additional service contracts and pricing are provided in our options list.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	The payment terms will be provided directly by the participating dealer when a quote is provided to a participating entity. Our dealers' payment terms range from COD to 60 days.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Blue Bird has a partnership with TCF Capital Solutions to offer leasing and financing options through our dealer network. Our dealers also offer additional options for leasing and financing through 3rd party lending institutions. In addition, we recently developed a joint program with NCL Government Capital (a Sourcewell vendor) to offer a special 12-month deferred payment program to customers.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Our dealer network will work directly with participating entities to finalize bus specifications and all other details relating to their bus order. Our dealers will process the participating entities purchase orders and place the bus orders through Blue Bird's online order entry system. We will develop a special option feature to designate the order as a Sourcewell order. We will develop a quarterly report to identify Sourcewell orders by dealer and customer to supply Sourcewell on a quarterly basis.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	This would be a matter to be discussed between the Participating Entity and the Participating Dealer.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
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53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	With this bid proposal, we are providing base content, state-spec products for each market where we've identified a participating dealer. This pricing does not include shipping costs or sales tax (if applicable). Each state/province has its own unique specifications and therefore unique pricing structure. Discounts vary depending on product type, market, and specifications. In addition to these base configurations, we are providing our full list of Blue Bird installed options to allow customers to purchase any option combination that can be validated for their market as well as any fuel type including gasoline, diesel, propane, CNG, and electric (for those products where these options are available). Our option list consists of a list price and a Sourcewell price which is a discount off of list. Additional discounts are available and are generally considered for quantity buys, off-peak season buys, and higher option content buses. These additional discounts generally apply to the base configurations as well as options listed in the Blue Bird option list. To provide the Participating Entity the benefit of these available discounts, we direct our Participating Dealers to submit requests to Blue Bird for additional discount consideration. We will evaluate each quote independently and will return an approved discount and price point to the dealer for submission to the customer. In every case, this price will be as good as or better than the ceiling price provided in this bid. In addition to our available Blue Bird options, Participating Dealers may also offer dealer-installed or vendor-installed options. Those have been included in the pricing file. Those options may also carry an additional discount off of the installed price and, if so, will be detailed in the quote to the Participating Entity. If an option is requested which is not listed, the dealer will provide a quote for this option to the customer.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing discount off the base bus configuration ranges from 10%-15%. The pricing discount off the available Blue Bird options ranges from 0%-40%.	*
55	Describe any upcharge and/or discount structure that applies on a State-by-State or Province-by-Province basis for Sourcewell Participating Entities in the US or Canada. Upload relevant pricing materials (if applicable) in the document upload section of your response.	Base bus configurations provided are state/province specific and are noted as such in the pricing file. Each market has unique discounts and pricing which is primarily due to individual market conditions and option content levels.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	We offer additional discounts over what's provided in the base bid for quantity buys, off-peak season buys, or higher option content buses.	*
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Customers, from time to time, request options or brands that are not available as a Blue Bird factory-installed option. In that case, dealers have the ability to offer these options as dealer-installed or vendor-installed options. Many of these available options with installed pricing has been provided in the pricing file. For any requested option not listed, the dealer can provide a quote upon request.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The costs that are not included in the bid response include shipping cost (both from the factory to the dealer location and from the dealer location to the customer location), and any applicable sales tax. The shipping costs can vary by product type and location. The sales tax (if applicable) will vary by the transaction amount.	*

59	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Blue Bird contracts with a 3rd party delivery company for bus deliveries from the factory to the dealer. Before providing a final quote to the customer, the dealer requests a delivery estimate from Blue Bird to add to the price of the quote. This can vary by fuel type of the product and total distance traveled. In addition, the dealer will also incur a cost to transport the product from their location to the customer location. This can also vary by fuel type and total distance traveled.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	At the time of this bid submission, we are not providing bid prices for Hawaii and Alaska. If these markets are supported during the term of the contract, a price for shipping will be provided to the customer when the bus(s) are quoted. Unlike other U.S. markets, these will include cost to transport over water and will typically be much higher than typical shipping costs. Shipping to Canada is handled in the same manner as described in Line Item 59.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In addition to the unique shipping method for AK and HI mentioned above, there is also a unique method for electric-powered and CNG-powered buses. Because EV charging stations are not available throughout all areas of U.S. and Canada, these products are shipped on a flatbed truck and will have higher shipping costs which will be included in the final quote to the customer. CNG buses, due to similar fueling infrastructure limitations, may be shipped via flatbed for some portion of the delivery and may incur higher shipping costs which will be included in the final quote to the customer.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	d. other than what the Proposer typically offers (please describe).	There are some markets where our dealers are listed on existing cooperative contracts. Typically, but not always, there is language prohibiting dealers selling below the contract price. For this reason, in some cases, our pricing will be the same or similar to pricing already established on those contracts. In other markets, pricing will be better or typical to what's offered today in that market.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	All pricing requests submitted to Blue Bird by a Participating Dealer for a Participating Entity will require us to review the discounts and final proposed price. We will set up a process to identify these requests as a Sourcewell quote. We will insure that all Sourcewell quotes are priced at or below the contract price. We will track these quotes so we can identify any that become a customer order. We will then verify with dealers on a monthly basis all orders we've identified as Sourcewell orders. This will allow us to verify the correct pricing and reserve the Sourcewell fee for the quarterly payment, as well as collect all the customer detail as required in the reporting process.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We are proposing a per-unit fee of \$800 for all products sold under this contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>In this bid proposal, we are including all bus types including Type A Micro Bird, Type C Vision, and Type D (Rear Engine and Front Engine). The Type A Micro Bird includes the G5 model on a Chevrolet 6.0l gas chassis. In the Type C and Type D, we are providing all bus lengths, passenger capacities, and fuel types. The fuel type options are as follows:</p> <ul style="list-style-type: none"> Type C gas Type C diesel Type C propane Type C electric Type D-FE diesel Type D-RE diesel Type D-RE CNG Type D-RE electric
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The subcategories would be considered our various bus types and fuel types as described above.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed school bus type is offered within your proposal and, for each available bus type, the engine or power alternatives that you offer within the type. Provide additional comments in the text box provided, as necessary.

Line Item	Bus Type	Offered *	Engine - Gas & Diesel *	Engine - CNG or Propane *	Engine - Hybrid or Alt Fuel *	Electric Powered *	Comments
67	Type A School Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Type A is being offered in a gas model. We will add additional Type A fuel types during the term of the contract.
68	Type C School Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	In this proposal, are base Type C configurations are in gas or diesel, depending on the market, and we include the options to configure our Type C in any of the following fuel types: gas, diesel, propane, or electric.
69	Type D School Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	In this proposal, we offer a Type D-Rear Engine in diesel with options to upgrade to CNG or Electric. We are also offering a Type D-Front Engine in a diesel.
70	School Activity Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Activity buses are offered in both Type C, Type D-Rear Engine, and Type D-Front Engine in the fuel types mentioned in the individual product categories in line items 68 & 69.

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Some of the metrics that will be tracked:</p> <ul style="list-style-type: none"> - Number of dealers selling products on the Sourcewell contract vs. a year ago. - Total number of units sold on the Sourcewell contract vs. a year ago. - Number of repeat customers who utilized this contract vs. a year ago - Number of new customers who utilized this contract vs. a year ago
72	Describe the safety features and innovations incorporated in the manufacturing of your buses that impact student safety.	<p>First, we pride ourselves on having the safest bus on the road today. We build our buses to the highest standard of safety, exceeding the Federal Motor Vehicle Safety Standard. In our mind, safety is not an option; it is the most important and fundamental attribute of a school bus. Every Blue Bird bus is certified to meet the rigorous testing requirements of Colorado Rack and Kentucky Pole certification. These tests are designed to recreate impact scenarios that are only faced in the worst accident situations, such as rollovers and massive impacts, and ensure the maximum protection for the onboard passengers. Children's safety is our business, that's why we build additional strengthening into every Blue Bird bus - standard practice for us, but optional equipment for our competitors.</p> <p>Second, we don't build a chassis for use in both truck and school bus applications, as we believe that could be a compromised solution. Others do that, but we don't. We provide a purpose-built school bus from the ground up, with safety and reliability top of mind. As such, our bus is full of unique features - from the steep rake of our hood that ensures best-in-class forward vision for the driver, to the extensive use of special fasteners that never need torquing throughout the life of the bus. That's safety built-in!</p> <p>Third, we care about the environment and the future of our planet and will continue to invest in innovation that provides a cleaner world for our children. Our leadership in alternative fuels is a testament to this - with our top 10 dealers alone, the propane buses they sold in 2019 reduced NOx emissions by over 1.2 million pounds! What's more, our exclusive propane buses are certified to NOx levels at one tenth of the EPA's and our competitors' standard. With over 40% growth in our propane bus sales last year, our message is being heard - with Blue Bird propane, you can have the safest, cleanest and lowest-cost-of-ownership of any bus in the market. But that's not all. In 2019, we launched the most extensive range of zero-emission, electric-powered school buses in North America covering all body styles, and have secured over 200 orders to date. We believe in providing innovative products that are both affordable and safe.</p>
73	Identify any bus types, models, configurations, or engine/power alternatives that are not yet available in your bus offerings but that are scheduled to be released during the anticipated term of the Sourcewell contract.	Blue Bird offers the widest range of bus types and fuel types of any school bus manufacturer. We are the only manufacturer to offer electric power in Type A, Type C, and Type D. At this time, we are not announcing any new planned product offerings for the near future but are continuously researching new products and features that meets the emerging demands of our school bus customers.
74	Describe any options, accessories, supplies, parts, and services that you are proposing that are not described in any other section of your response. Upload relevant pricing materials (as applicable) in the document upload section of your response.	Not applicable

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Blue Bird_Annual Report_Fiscal Year 2019.pdf - Saturday June 27, 2020 14:14:28
 - [Marketing Plan/Samples](#) - Marketing.zip - Saturday June 27, 2020 14:14:46
 - [WMBE/MBE/SBE or Related Certificates](#) - Blue Bird Body Company_ FY2020 DBE Goal Concurrence Letter.pdf - Saturday June 27, 2020 14:14:57
 - [Warranty Information](#) - Warranty.zip - Saturday June 27, 2020 14:15:10
 - [Pricing](#) - Pricing.zip - Tuesday June 30, 2020 11:23:01
 - Additional Document (optional)

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign

Assets Control of the United States Department of the Treasury found at:
<https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

- b. Included on the government-wide exclusions lists in the United States System for Award Management found at:
<https://www.sam.gov/portal/3>; or
- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Albert Burleigh, Regional Executive Director, Blue Bird Body Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_School Buses_RFP063020 Wed June 17 2020 12:48 PM	<input checked="" type="checkbox"/>	1
Addendum_2_School Buses_RFP063020 Fri June 12 2020 01:32 PM	<input checked="" type="checkbox"/>	1
Addendum_1_School Buses_RFP063020 Mon May 18 2020 12:33 PM	<input checked="" type="checkbox"/>	1



July 9, 2025

Dealer Memo 25-43

To: Blue Bird Dealers
From: Albert Burleigh, VP North America Bus Sales
Subject: **Sourcewell Contract Extension**

The Sourcewell national cooperative contract which was set to expire on August 15, 2025 is now extended for an additional year through August 15, 2026. The contract number 063020-BBB remains the same.

Please reach out to your RSM with any questions.

Thanks,

Albert Burleigh

VP, North America Bus Sales



CONTRACT EXTENSION

Contract Number: 063020-BBB

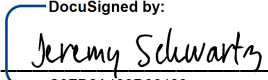
Sourcewell	and	Blue Bird Bus	
202 12th Street Northeast		402 Bluebird Blvd	
P.O. Box 219			
Staples, MN 56479		Fort Valley, Georgia	31030-5088
(Sourcewell)		(Vendor)	

have entered into Contract Number: 063020-BBB for the procurement of: School Buses with Related Accessories, Supplies, Parts, and Services

The Contract has an expiration date of 2024-08-15 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2025-08-15 . All other terms and conditions of the Contract remain in full force and effect.


Sourcewell

DocuSigned by:

C0FD2A139D06489
 Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

2/14/2024 | 8:35 AM CST
Date

DocuSigned by:

A2BB3C60E7C5474
 Authorized Signature

Tim Gordon
Name

VP Sales and Marketing
Title

2/18/2024 | 2:29 PM CST
Date



Item X7.



AGENDA ACTION FORM

Consideration of a Resolution to Accept Federal Fiscal Year 2024 Department of Homeland Security State and Local Cybersecurity Grant Program (SLCGP) Funds

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-136-2026
Work Session: May 4, 2026
First Reading: N/A
Final Adoption: May 5, 2026
Staff Work By: Cody Musser
Presentation By: Floyd Bailey

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:

Approve the Resolution

Executive Summary:

If approved, the city of Kingsport will execute a contract with the State of Tennessee accepting the award described in the FY 2024 Department of Homeland Security grant program letter and execute the Local Consent Agreement.

Specifically, agree to accept 750 CrowdStrike cybersecurity licenses provided by the State of Tennessee and agree to reimbursement grant funding in the amount of \$77,842.26 for homeland security initiatives identified in the approved grant application.

The funded project strengthens the city’s cybersecurity posture and protects critical infrastructure. This includes advanced threat protection and monitoring solutions for city staff and systems, enhanced cybersecurity tools to safeguard against ransomware, unauthorized access, and other cyber threats. And provides for backup solutions to the city’s cloud environment which enables rapid recovery from natural or man-made disasters.

Attachments:

- 1. Resolution
- 2. Award Letter
- 3. Local Consent Agreement

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO ACCEPT A DEPARTMENT OF HOMELAND SECURITY STATE AND LOCAL CYBERSECURITY GRANT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, in order to address cybersecurity risks and threats the U.S. Department of Homeland Security has established the State and Local Cybersecurity Grant Program (SLCGP) that provides funds to state and local governments; and

WHEREAS, the city is required to submit a Local Government Investment Justification Form annually to be eligible to receive the SLCGP grant; and

WHEREAS, the Local Government Investment Justification Form was submitted on December 2, 2025, which outlined the project details, requested equipment list, and all anticipated expenses the applicant will incur in implementing the outlined projects; and

WHEREAS, city staff have been notified by the Tennessee Department of Finance & Administration, which assists in the administration of the SLCGP of its eligibility to receive managed services and funding through the SLGCP; and

WHEREAS, the managed services consist of 750 CrowdStrike licenses which will provide fully managed endpoint detection and response capabilities, enabling real-time detection, prevention, and response to cyber threats across the city's technology environment; and

WHEREAS, additionally city is eligible to receive \$77,842.26 in grant funds for a Backup and Replication Solution to strengthen the city's data protection, business continuity, and disaster recovery capabilities and to purchase CrowdStrike Identity Threat Detection and Response (ITDR) licenses to enhance the city's cybersecurity posture; and

WHEREAS, implementation of the projects to strengthen the city's cybersecurity posture and protect critical infrastructure will enable the city to significantly enhance cybersecurity defenses, protecting government services, public safety, utilities, and citizen information..

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the acceptance of the SLCGP grant is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, and all documents necessary and proper to accept grant funds from the Department of Homeland Security State and Local Cybersecurity Grant Program (SLCGP) to deliver the necessary documents, and to take all actions necessary and proper on the part of the city to carry out, give effect to, and consummate the actions contemplated by this resolution.

SECTION III. That the mayor is authorized to execute any and all documents including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

SECTION III. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the public.

SECTION IV. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 5th day of May, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

State of Tennessee
Federal Fiscal Year 2024 State and Local Cybersecurity Grant Program
Local Consent Agreement

This Local Consent Agreement is made between the Tennessee Department of Finance and Administration, Strategic Technology Solutions Division (STS) and City of Kingsport, shall be effective on the date signed by the authorized official of the Local Government Entity.

By my signature below, I attest that I have the authority to sign on behalf of the Local Government Entity, and to bind the Local Government Entity to the selection below:

(Initial your selection below):

____1. The Local Government Entity does not consent to STS retaining the entity's portion of funding as part of the Federal Fiscal Year (FFY) 2024 SLCGP. This selection means the Local Government Entity declines FFY2024 SLCGP funding and/or in lieu services.

____2. The Local Government Entity consents to STS, as Tennessee's grant authority, undertaking the following acts in accordance with the State and Local Cybersecurity Grant Program (SLCGP) for Federal Fiscal Year (FFY) 2024, Funding Opportunity Number DHS-24-GPD-137-00-99, as authorized by Homeland Security Act of 2002, Pub. L. No. 107-296, § 2220A codified as amended at 6 U.S.C. § 665g.

- a. Retaining and passing through to local government entities at least 70% of the State of Tennessee's FFY 2024 SLCGP grant award of \$9,242,539.00 in the form of services and related activities; and
- b. Utilizing \$40,570.44 of the \$4,768,861.21 in SLCGP funds for FFY 2024 as follows:
 - (1) \$40,570.44 for Project 1: Cybersecurity Detection and Response-Endpoint Detection and Response (CrowdStrike)
 - (2) \$0.00 for Project 2: Cybersecurity Training (InfoSec)
- c. Utilizing \$77,842.26 of the \$4,011,550.84 in SLCGP funds for FFY2024 as true pass-through to the local entities.

By selecting item #2 above, I agree that the Local Government Entity is receiving services and related activities in lieu of funds from the SLCGP. I also agree that this Local Consent Agreement is only effective for the FFY2024 SLCGP Funds, and this Local Consent Agreement and receipt of funds, under either selection above, are contingent upon submission and approval of a project that aligns with the State's approved Cybersecurity Plan.

I can be contacted at (Daytime Phone Number): _____

I authorize receipt of notices by emailing this document to CyberSafeTN@tn.gov.

City of Kingsport

State of Tennessee Department of Finance and Administration,
Strategic Technology Solutions (STS)

Signature

Signature

Name

Name

Title

Title

Date

Date

Item X8.

April 22, 2026

Subject: Fiscal Year 2024 (Year 3) DHS State and Local Cybersecurity Grant Program (SLCGP) Funding Selection

Dear City of Kingsport,

Tennessee’s SLCGP is pleased to inform you that your organization’s application has been selected for funding through the DHS State and Local Cybersecurity Grant Program. The tables below outline your recommended funding by managed services requested, proposed projects by project title, and project funds requested.



Managed Services	Requested Licenses	Awarded Licenses	Endpoint Detection and Response
(CrowdStrike)	750	750	

In lieu of direct funding, the managed services and quantity of licenses in the table above shall be provided on behalf of the State of Tennessee and shall not be purchased separately by your organization (the recipient). The awarded licensing shall only be deployed once a signed Grant contract between the State of Tennessee and the recipient is executed.

Projects Approved



#	Project Title	Funds Requested	Funds Recommended for Award
1	Homeland Security Initiative 2 (ITDR)	\$50,000.00	
2	Homeland Security Initiative 3 (Backup Solution)	\$50,000.00	\$77,842.26
Total Funds Requested		\$100,000.00	
Total Recommended Award Amount			\$77,842.26

TN SLCGP was unable to fully fund your request. You have more than one project approved for funding in the Projects Approved table above and must distribute the total recommended award amount amongst those projects. Please modify the project approved table with your funding distribution by project, ensuring the cumulative amount of funding does not exceed the total recommended award amount. Email your updated Project Approved table to CyberSafeTN@TN.gov as soon as possible.

To facilitate a smooth and timely award process, TN SLCGP Grants Contract recipients must sign the Local Consent Form and Title VI Self Survey Form to receive funds. Forms are attached to this email.

Please complete, sign and return via email to CyberSafeTN@TN.gov as soon as possible.

Please note that this communication is not the TN SLCGP Grant Contract, it is an award recommendation notification. TN SLCGP will contact you with the TN SLCGP Grant Contract to sign sent through Adobe Sign and provide other important information and instructions to fully implement your funded projects and/or managed services which include:

Managed Services License acquisition instructions

Invoice Workbook and billing/reimbursement instructions

Recipient Reporting Requirements

If you have any questions or concerns regarding this correspondence and/or process, please contact CyberSafeTN@tn.gov.



CyberSafeTN | Team Member

Tennessee Cybersecurity Advisory Council

901 Rep. John Lewis Way North, Nashville, TN 37243 CyberSafeTN@tn.gov



AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for City Owned Surplus Real Property Located off Hawthorne Street, Tax Map 062G, Group C, Parcel 026.00

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-126-2026
Work Session: May 4, 2026
First Reading: N/A
Final Adoption: May 5, 2026
Staff Work By: Angie Marshall
Presentation By: Travis Bishop

Strategic Focus Area: 6. Strong & Vibrant Neighborhoods

Recommendation:
Approve the Resolution

Executive Summary:
If approved, this resolution will award the bid for the purchase of city owned **surplus property located off Hawthorne Street**, being more particularly described as Tax I.D. No: Control Map 062G, Group C, Parcel 026.00

Prior to the publication of the invitation for bids, the Planning Commission voted to recommend declaring the parcel as surplus since no city department stated a need to retain it. The City Recorder has declared the parcel as surplus property.

The Hawthorne Street property was **acquired in 1994 during a tax sale and is landlocked** from street access. The current tax appraisal is \$17,200.

On 2/14/26 an ad was placed in the Kingsport Times News requesting sealed bids for anyone interested in purchasing the parcel with a deadline of 3/13/26 at 3:00 pm. Only one bid of \$2,100 was received from Corina Dishner who is an adjacent property owner.

Pursuant to Kingsport Code of Ordinances Section 2-570, the City Recorder hereby recommends the board **award the bid submitted by Corina Dishner for this property**

- Attachments:**
- 1. Resolution
 - 2. Memorandum for the Record
 - 3. Bid Opening Minutes
 - 4. Map

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

Item X9.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE SALE OF SURPLUS REAL PROPERTY LOCATED AT OFF HAWTHORNE STREET, AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT AND THIS RESOLUTION

WHEREAS, city currently owns landlocked property off Hawthorne Street, being more particularly described as Tax I.D. No: Control Map 062G, Group C, Parcel 026.00 which upon recommendation by the Planning Commission was deemed surplus by the City Recorder and an invitation for sealed bids was published in the Kingsport Times News on February 14, 2026; and

WHEREAS, the property was acquired in 1994 during a tax sale and the current tax appraisal is \$17,200.00; and

WHEREAS, the bids were opened on March 13, 2026, for which only one bid in the amount of \$2,100.00 was received; and

WHEREAS, upon review of the bids, it is recommended by the City Recorder to accept the high bid of Corina Dishner, an adjacent property owner, in the amount of \$2,100.00, as the offer is fair and adequate and in the best interest of the city.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the bid for the property located at off Hawthorne Street, being more particularly described as Tax I.D. No: Control Map 062G, Group C, Parcel 026.00, of Corina Dishner in the amount of \$2,100.00 is fair and adequate and in the best interest of the city and is accepted.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, a Purchase Agreement with Corina Dishner for the sale of the real property located at off Hawthorne Street, being more particularly described as Tax I.D. No: Control Map 062G, Group C, Parcel 026.00, in the amount of \$2,100.00, and upon closing the conveyance of the property will be by quitclaim deed, without warranty.

SECTION III. That the mayor is further authorized to make such changes to the Purchase Agreement as approved by the mayor and the city attorney, provided such changes do not substantially alter the material provisions of the Purchase Agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the public.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 5th day of May, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MEMORANDUM FOR THE RECORD

Parcel 062G, Group C, 026.00

In consideration of the information set out in a Memorandum attached hereto as “Exhibit A” and pursuant to the City of Kingsport Code of Ordinances, Chapter 2, Article VII, Sections 2-569 and 2-570, one (1) parcel of property located on Hawthorne Street and further identified as Control Map 062G, Group C, Parcel 026.00, all within the 11th Civil District on the Sullivan County Tax Map, is hereby declared surplus property of the City of Kingsport for the purpose of effecting, upon review of the Planning Commission and authorized approval of the Board of Mayor and Aldermen as may be required, the transfer of the above-described tract of real property to a prospective buyer, with ingress and egress easements as may be considered necessary by the Public Works Director.



Travis Bishop, City Recorder

Date

2/9/26

Attachment:

Exhibit A Deputy City Recorder Angie Marshall's Memorandum of February 6, 2026

cc: Bart Rowlett, City Attorney
Ken Weems, Planning Manager

“Exhibit A”

M E M O R A N D U M

TO: Travis Bishop, City Recorder

FROM: Angie Marshall, Municipal Clerk/Deputy City Recorder

SUBJECT: **Disposition of Parcel 26 of Tax Map 62G, Group C**

DATE: February 6, 2026

ATTACHED: 1) Map of City-owned property described as:

Control Map 062G / Group C / Parcel 026.00

- 2) Email from Samuel Cooper, Planning with surplus report listing staff's recommendation to designate the City-owned property as surplus; and
- 3) Minutes from the March 28, 2019 Meeting of the Kingsport Regional Planning Commission.

SUMMARY: The attached report to the Planning Commission denotes that City departments have been contacted and have expressed no objection to declaring this property surplus by the City. The Planning Commission voted unanimously to recommend approval of making this property surplus.

ACTION: A Memorandum for the Record has been prepared for your consideration. Its content should satisfy the requirement for declaring this property surplus and allowing this item to be brought before the BMA and allowing the City Attorney to proceed to prepare the necessary deed to convey this property to the interested party.

Bid Opening Minutes for Surplus Property

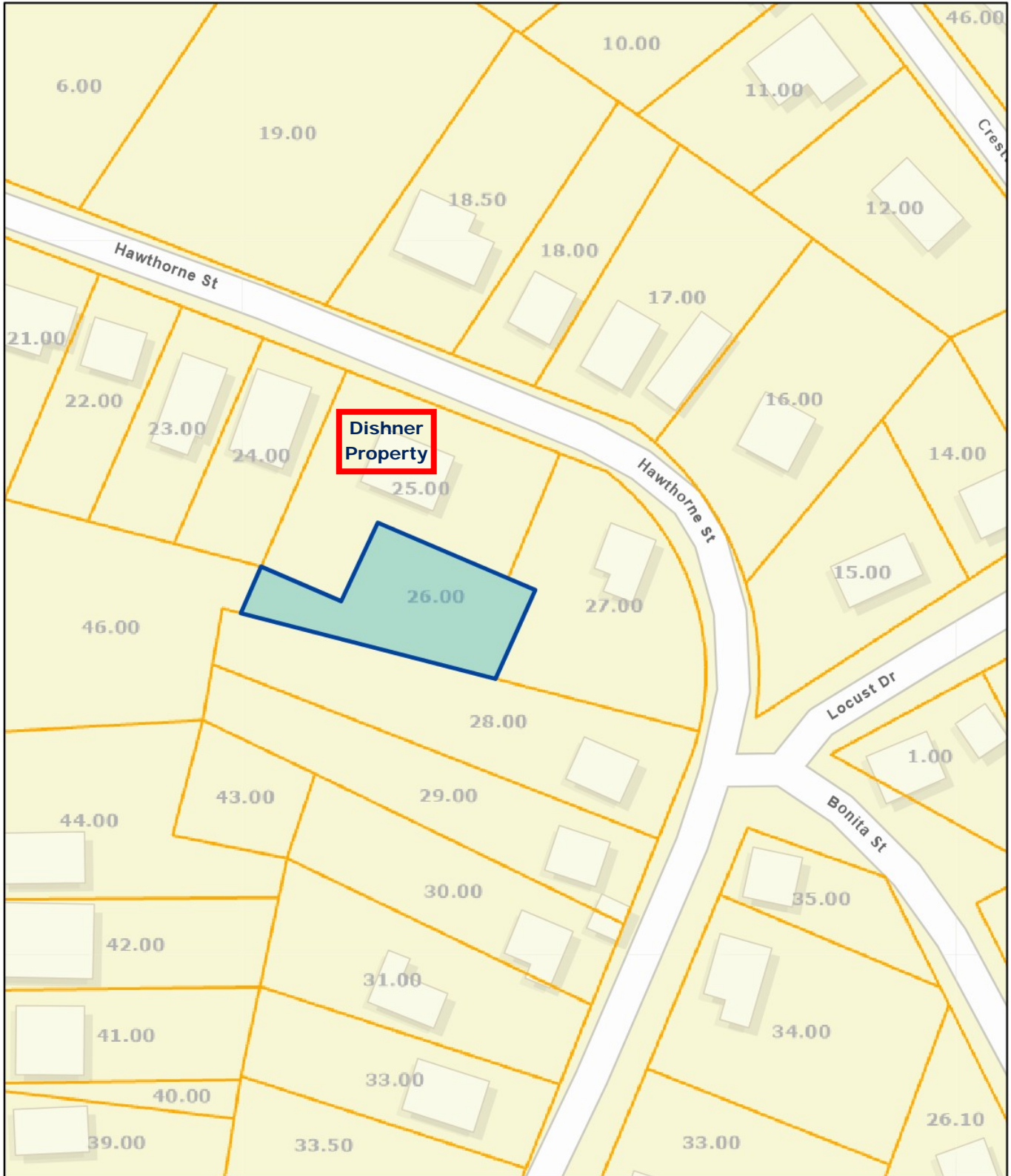
3/13/2026 at 3:00 p.m.

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Present: Angie Marshall, Matthew Lane, Corina and Joshua Dishner

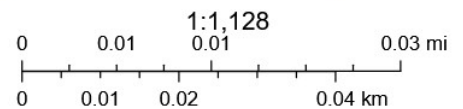
<u>ADDRESS</u>	<u>BIDDER</u>	<u>AMOUNT</u>
Hawthorne Street	Corina Dishner	\$2,100.00

Sullivan County - Parcel: 062G C 026.00



Date: February 6, 2026

County: SULLIVAN
 Owner: KINGSPORT CITY OF
 Address: HAWTHORNE ST (OFF)
 Parcel ID: 062G C 026.00
 Deeded Acreage: 0
 Calculated Acreage: 0.17



State of Tennessee, Comptroller of the Treasury, Division of Property Assessments (DPA), Esri Community Maps Contributors, Commonwealth of Kentucky, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

Item X9.



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute an Agreement with ParentSquare for a Communications and Engagement Platform for Kingsport City Schools

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-133-2026
Work Session: May 4, 2026
First Reading: N/A
Final Adoption: May 5, 2026
Staff Work By: Committee
Presentation By: David Frye

Strategic Focus Area: World-Class Education

Recommendation:
Approve the Resolution

Executive Summary:

If approved, the City would utilize The Interlocal Purchasing System (TIPS-USA) cooperative purchasing agreement 230105 to enter into a multi-year agreement to purchase the ParentSquare parent engagement software for the school system for a total price of \$192,816.00 through June 30, 2029.

The City benefits from using cooperative purchasing contracts with the confidence we are receiving competitive pricing and knowing the products awarded have already been through the procurement process of the lead agency. Also, utilizing cooperative procurement agreements often leads to increased efficiency by decreasing the amount of time it takes from requisition entry to product receipt.

Funding will be from the General-Purpose School Fund.

The Board of Education approved this purchase on April 28, 2026.

- Attachments:**
1. Resolution
 2. Agreement/Quote
 3. BOE Recommendation
 4. TIPS Contract

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PARENTSQUARE FOR A COMMUNICATIONS AND ENGAGEMENT PLATFORM FOR KINGSPORT CITY SCHOOLS

WHEREAS, the Board of Education recommends entering into an agreement with ParentSquare and purchasing the software using the TIPS-USA Contract 230105; and

WHEREAS, the city has been a member of The Interlocal Purchasing System (TIPS-USA), a cooperative purchasing group, since December 2022; and

WHEREAS, this agreement allows the city to purchase goods and services directly from holders of contracts with the cooperative without conducting the bidding process, as authorized by Tenn. Code Ann. § 12-3-1205; and

WHEREAS, funding for this project will be from the General-Purpose School Fund; and

WHEREAS, the Board of Education approved this purchase on April 28, 2026.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMAN AS FOLLOWS:

SECTION I. That an agreement with ParentSquare is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the ParentSquare agreement, and to execute any and all documents necessary and proper to effectuate the purpose of this resolution.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION III. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION IV. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 5th day of May 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



Apr 21, 2026
Alex Andrews
alex.andrews@parentsquare.com

Dear Andy,

Thank you for choosing ParentSquare. We appreciate the opportunity to provide you with your customized proposal.

Regards,
Alex Andrews

Soft Launch:

Official term start date will be Jul 1, 2026.

Starting Apr 1, 2026, District may begin a phased launch of ParentSquare through Jun 30, 2026. During the phased launch period, District will work with the ParentSquare implementation team to set up data integration, configure settings, and begin account rollout to district and school users (including online training). Any failure of District to meet its obligations under this paragraph may result in a delay of full implementation of ParentSquare, but will not result in a delay in District's obligation to pay hereunder.

Phased account rollout may begin Apr 1, 2026, to ensure data accuracy and form practices and policies for the broader District roll out.

TIPS Contract: 230105 Technology Solutions Products and Services

Quote Date: Apr 21, 2026
Quote Valid Until: May 21, 2026

Quote No: Q-11257-R7

Contract Start Date: Apr 1, 2026
Contract End Date: Jun 30, 2029

Kingsport, TN - 4702190
400 Clinchfield ST # 200
Kingsport, TN 37660

Item X10.

Term 1

ParentSquare Pricing Details

Product Name	Start Date	End Date	Term	Price/Unit	Quantity	Discount %	Net price/Unit	Net Price
Custom Virtual Training Hour	Apr 1, 2026	Jun 30, 2026	One Time Fee	\$450	2	11.11%	\$400	\$800
Attendance Plus Onboarding	Apr 1, 2026	Jun 30, 2026	One Time Fee	\$1,946	1	12.64%	\$1,700	\$1,700
District Onboarding	Apr 1, 2026	Jun 30, 2026	One Time Fee	\$3,892	1	10.07%	\$3,500	\$3,500
Engage 2026 - Soft Launch	Apr 1, 2026	Jun 30, 2026	3 Month(s)	\$0	7,784	0%	\$0	0
Total Price								\$6,000

Quote Date: Apr 21, 2026
 Quote Valid Until: May 21, 2026

Quote No: Q-11257-R7

Contract Start Date: Apr 1, 2026
 Contract End Date: Jun 30, 2029

Kingsport, TN - 4702190
 400 Clinchfield ST # 200
 Kingsport, TN 37660

Item X10.

Term 2

ParentSquare Pricing Details

Product Name	Start Date	End Date	Term	Price/Unit	Quantity	Discount %	Net price/Unit	Net Price
Secure Documents	Jul 1, 2026	Jun 30, 2027	12 Month(s)	\$1	7,784	25%	\$0.75	\$5,838
Engage 2026	Jul 1, 2026	Jun 30, 2027	12 Month(s)	\$5	7,784	15%	\$4.25	\$33,082
Attendance Plus	Jul 1, 2026	Jun 30, 2027	12 Month(s)	\$5	7,784	50%	\$2.5	\$19,460
Total Price								\$58,380

Term 3

ParentSquare Pricing Details

Product Name	Start Date	End Date	Term	Price/Unit	Quantity	Discount %	Net price/Unit	Net Price
Secure Documents	Jul 1, 2027	Jun 30, 2028	12 Month(s)	\$1	7,784	25%	\$0.75	\$5,838
Engage 2026	Jul 1, 2027	Jun 30, 2028	12 Month(s)	\$5	7,784	10%	\$4.5	\$35,028
Attendance Plus	Jul 1, 2027	Jun 30, 2028	12 Month(s)	\$5	7,784	45%	\$2.75	\$21,406
Total Price								\$62,272

Quote Date: Apr 21, 2026
 Quote Valid Until: May 21, 2026

Quote No: Q-11257-R7

Contract Start Date: Apr 1, 2026
 Contract End Date: Jun 30, 2029

Kingsport, TN - 4702190
 400 Clinchfield ST # 200
 Kingsport, TN 37660

Item X10.

Term 4

ParentSquare Pricing Details

Product Name	Start Date	End Date	Term	Price/Unit	Quantity	Discount %	Net price/Unit	Net Price
Secure Documents	Jul 1, 2028	Jun 30, 2029	12 Month(s)	\$1	7,784	25%	\$0.75	\$5,838
Engage 2026	Jul 1, 2028	Jun 30, 2029	12 Month(s)	\$5	7,784	5%	\$4.75	\$36,974
Attendance Plus	Jul 1, 2028	Jun 30, 2029	12 Month(s)	\$5	7,784	40%	\$3	\$23,352
Total Price								\$66,164

Purchase Terms

District/School Agreement -- The Services are subject to the terms contained in this Order Form and in (1) the ParentSquare School Agreement (the "School Agreement"), located at <https://www.parentsquare.com/agreement/>, and (2) the Addendum to ParentSquare, Inc. Quote Q-11257-R2 (the "Addendum"), both of which are incorporated by reference into this Order Form. Unless otherwise stated in the Order Form, all terms defined in the School Agreement shall have the same meaning in this Order Form. In the event of a conflict between the Addendum and the terms and conditions of this Order Form and/or the School Agreement, said conflict shall first be resolved in favor of the Addendum, then this Order Form, then the School Agreement.

Quote Date: Apr 21, 2026
 Quote Valid Until: May 21, 2026

Quote No: Q-11257-R7

Contract Start Date: Apr 1, 2026
 Contract End Date: Jun 30, 2029

Kingsport, TN - 4702190
 400 Clinchfield ST # 200
 Kingsport, TN 37660

Item X10.




By executing this Order Form, the undersigned certifies that the undersigned is a duly authorized agent of the District/School.

NOTE -- Pricing above does not reflect ParentSquare's right to increase pricing annually as set forth in the School Agreement. Pricing above also does not include applicable tax, which will be applied upon invoicing.

Privacy Policy -- The ParentSquare Privacy Policy may be reviewed here - <https://www.parentsquare.com/privacy/>

Terms of Use -- The ParentSquare Terms of Use may be reviewed here - <https://www.parentsquare.com/terms/>

AI Terms -- The ParentSquare AI Terms may be reviewed here - <https://www.parentsquare.com/terms/ai-terms/>

ParentSquare	
Name	Jay Klanfer
Title	Sr. VP Sales
Signature	 Signed by: Jay Klanfer Sr. VP Sales
Date	Apr 21, 2026 3:21:48 PM UTC-0700

Kingsport, TN - 4702190	
Name	
Title	
Signature	
Date	

ATTEST:

Angela Marshall, Deputy City Recorder

APPROVED AS TO FORM:

Rodney B. Rowlett, III, City Attorney

Quote Date: Apr 21, 2026
Quote Valid Until: May 21, 2026

Quote No: Q-11257-R7

Contract Start Date: Apr 1, 2026
Contract End Date: Jun 30, 2029

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**ADDENDUM TO PARENTSQUARE, INC.
QUOTE Q-11257-R2 AND INCORPORATED TERMS**

The City of Kingsport for its Kingsport City Schools seeks to procure various goods and/or services from ParentSquare, Inc. ("ParentSquare") pursuant to The Interlocal Purchasing System (TIPS) contract 230105 and quote no.: Q-11257-R2. This Addendum (herein "Addendum") amends the TIPS contract No. 230105, ParentSquare quote Q-11257-R2 or any subsequent quotes from ParentSquare, and any and all other terms and conditions as well as attachments, exhibits, any physical or virtual documents or writings, referenced therein, and any click through, clickwrap, shrink-wrap, or other such virtual agreement, *etc.* (all of which are herein "Agreement") between ParentSquare, Inc., its affiliates and subsidiaries (herein "Vendor") and City of Kingsport, Tennessee for its Kingsport City Schools (herein "City"). In consideration of using Vendor's form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreement is amended as follows:

1. **Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the express intent and agreement of the parties that this Addendum shall control. Notwithstanding, the actual order of execution of any documents by the parties it is expressly acknowledged and agreed that this addendum shall be deemed to have been the last executed by the parties. In the event of a conflict between this Addendum and the provisions of the Agreement, said conflict shall first be resolved in favor of this Addendum, then Vendor's quote, including the ParentSquare School Agreement and documents referenced therein, then TIPS contract 230105.
2. **Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities. Any indemnity, hold harmless, or limitation of remedy, provision contained in the Agreement requiring City to indemnify, hold harmless, or limit its remedies against Vendor or any other person or entity and any limitation of liability in favor of Vendor is enforceable only to the extent permitted by Tennessee law, provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.* No provision of this Agreement shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.*
3. **No Liability of Officials and Employees.** No official, employee or volunteer, whether disclosed or undisclosed, of City shall be personally liable to Vendor or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by City; for any amount which may become due under the Agreement ;or on any obligations under the terms of the Agreement and Vendor and any other person or entity, including a third party beneficiary, shall to look solely to City for the satisfaction of any liability of City hereunder.
4. **No Responsibility for Third – Party Users.** Except as provided in the Tennessee Governmental Tort Liability Act City is not responsible for liability of any acts of its employees or third party.
5. **Warranty.** Vendor warrants that the products and services purchased pursuant hereto when used in accordance with the documentation shall operate in all material respects in conformity with the written representations of Vendor. If performance is not as warranted, Vendor shall use commercially reasonable efforts to correct the products and services to provide conformity in all material respects with the written representations of Vendor. Any disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and City reserves all rights afforded to local governments under law for all general and implied warranties.
6. **Accessibility.** Vendor warrants that the service conforms, to the extent required by law, to the accessibility guidelines, including, but not limited to, supporting assistive software or devices such as large-print interfaces, text-to-speech output, refreshable braille displays, voice-activated input, and alternate keyboard or pointer interfaces, etc., established by the World Wide Web Consortium's Web Content Accessibility Guidelines 2.2 (WCAG 2.2), and the accessibility guidelines established by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and implementing regulations set forth in 36 C.F.R. Part 1194. Failure to comply with these requirements shall constitute a material breach of the Agreement. Notwithstanding the foregoing, City acknowledges and understands the legal and practical distinction between 'software' and 'content,' and further agrees that City, not Vendor, shall have sole responsibility for WCAG 2.2 and Section 508 compliance as it relates to content.

7. **Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in Tenn. Code Ann. §10-7-503 *et seq.*, are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by Tenn. Code Ann. §10-7-503 *et seq.*, including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Vendor or provide Vendor with notice or the time to obtain a protective order. City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This Section 7 serves to meet such burden and authorization of disclosure.

8. **Background Checks as Required by Tenn. Code Ann. § 49-5-413.** Vendor shall comply and shall assure that any of its subcontractors performing work under this Agreement comply with Tenn. Code Ann. § 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present. Vendor shall certify in writing to City's school system that all employees of Vendor or its contractors having contact with students or entering on school grounds when children are present have successfully completed the required background or otherwise complied with Tenn. Code Ann. § 49-5-413(d) and have no disqualifications under Tenn. Code Ann. § 49-5-413(d).

9. **Compliance with Tenn. Code Ann. § 49-1-221(c).** Pursuant to the requirements of Tenn. Code Ann. § 49-1-221(c) Vendor shall:
 - a.) Verify that the digital or online materials do not violate Tenn. Code Ann. § 39-17-902;
 - b.) Filter, block, or otherwise prevent access to pornography or obscenity through one's use of the digital or online materials;
 - c.) Verify, in writing, that the Provider's technology prevents a user from sending, receiving, viewing, or downloading materials that are harmful to minors, as defined in Tenn. Code Ann. 39-17-901; and
 - d.) Remove, within one (1) business day, upon the City's request, access to digital or online materials for ages or audiences for which the contracting LEA or state agency has determined the material to be age – or audience – inappropriate unless the deadline for removal is extended upon mutual agreement of the parties

10. Student Data.

- 10.1. **Definition of Data.** Data include all Personally Identifiable Information (PII) and other non-public information. Data include, but are not limited to, student data, metadata, and user content.
- 10.2. **De-Identification.** Vendor may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Vendor agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt re-identification.
- 10.3. **Marketing and Advertising.** Vendor will not use any Data to advertise or market to students or their parents. Advertising or Marketing may be directed to the School only if student information is properly de-identified. Data may not be used for any purpose other than the specific purpose(s) outlined in this Agreement.
- 10.4. **Modification of Terms of Service.** Vendor will provide reasonable notice in the event it changes how Data are collected, used, or shared under the terms of this Agreement.
- 10.5. **Data Collection.** Vendor will only collect Data necessary to fulfill its duties as outlined in this Agreement.
- 10.6. **Data Use.** Vendor will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.
- 10.7. **Data Mining.** Vendor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
- 10.8. **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as otherwise set forth in the Agreement and/or as required by law. If Vendor relies

on or uses one or more subcontractors to perform work necessary to fulfill services under this Agreement, any such persons and/or entities shall have appropriate written contractual terms to protect and maintain data security and confidentiality, and as otherwise agreed to under the Terms and Conditions Agreement between School and Vendor.

- 10.9. Data Transfer or Destruction.** Vendor will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the Vendor may have transferred Data, are destroyed or transferred to the School under the direction of the School when the Data are no longer needed for their specified purpose, at the written request of the School.
- 10.10. Rights and License in and to Data.** Parties agree that all rights, including all intellectual property rights, of Data shall remain the exclusive property of the School, and Vendor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Vendor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.
- 10.11. Access.** Any Data held by Vendor will be made available to the School upon request by the School.
- 10.12. Security Controls.** Vendor will store and process Data in accordance with industry accepted practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Vendor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include reasonably prompt notification of the School in the event of a security or privacy incident, as well as industry accepted practices for responding to a breach of PII. Vendor agrees to share its incident response plan upon request.
- 11. Termination for Convenience.** The Agreement may be terminated by City upon 30 days written notice to Vendor. Such termination will not be deemed a breach of contract by either party. Should City exercise this provision, City will not be entitled to a refund of any prepaid subscription fees. Upon such termination, Vendor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- 12. Non-Appropriation.** Vendor acknowledges that City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event City fails to appropriate funds or make monies available for any fiscal year covered by the term of the Agreement for the services to be provided, the Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to City, and such termination shall not be a breach of the Agreement, and any unused payment made to Vendor shall be returned to City.
- 13. Renewal.** Any renewal of the agreement shall be by written document executed by Vendor and City.
- 14. Name and Logo.** Vendor shall not use City's name, its marks, or any of City logos, including Kingsport City Schools, in marketing or publicity materials or for marketing or publicity purposes without prior written authorization from City.
- 15. Authority to Bind.** No employee of City or any other person, without authorization of the board of mayor and aldermen or its Board of Education can bind City to any contract or agreement and anything contrary contained in the Agreement is void as it applies to City.
- 16. Liens and Security Interests.** City does not have the authority to grant a security interest in its property or authorize a lien on its property, such being against the public policy of the state of Tennessee, therefore Vendor acknowledges and agrees any provision granting Vendor a security interest or authorizing the securing of a lien against City's property is waived as to City.
- 17. Refusal to Arbitrate, Governing Law, Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles. Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. Therefore, any reference to the resolution of disputes through arbitration is expressly stricken from the Agreement and City expressly refuses to arbitrate any

dispute. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee, Northeastern Division. Such claim may be brought within the applicable time allowed by Tennessee law and the parties expressly agree that no provision of the Agreement which limits the timeframe in which any cause of action may be brought shall apply. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee and waive any objection thereto. Service of process shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.

- 18. Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities. In the event of litigation between City and Vendor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure. Discretionary cost may be awarded by a court as permitted by Tennessee law, provided City does not waive its governmental immunity.
- 19. No Taxes.** As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. City shall supply Vendor with its Sales and Use Tax Exemption Certificate upon Vendor's request. Vendor shall bear the burden of providing its suppliers with a copy of City's tax exemption certificate and Vendor shall assume liability for such applicable Sales and Use Taxes, if any, that should be incurred.
- 20. Amendment.** Unilateral modification or amendment of the Agreement by Vendor is prohibited and any provision permitting such by Vendor is not applicable to City. Any amendment or modification of the Agreement or this Addendum is binding only if it is in writing and properly executed by the signatures of authorized representatives of the parties hereto, including attestation by City's city recorder and approved as to form by City's city attorney.
- 21. Survival.** This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.
- 22. No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.
- 23. Counterparts.** This Addendum may be executed in one or more counterparts by City and Vendor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.
- 24. Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

ParentSquare, Inc.



Signature

04/07/2026

Date

Sashangar Sreetharan

Printed Name

Chief Financial Officer

Title

**City of Kingsport, Tennessee for its Kingsport
City Schools**

Paul W. Montgomery, Mayor

Date

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney

Engage 2025

Universal Reach

- One-way notifications and urgent alerts
- Automated notices and attendance notifications
- Social and website sharing
- Student communication app (StudentSquare)

True Two-Way

- Two-way SMS texting
- Two-way app and web messaging
- Two-way email replies
- Automatic language translation

Enhanced Engagement

- Newsletter designer (Studio Editor)
- Appointment invitations and RSVPs
- Volunteering and signups
- Searchable directory

Admin Intelligence

- Data analytics and reporting
- 100% contactability tools
- Direct SIS integrations
- Custom roles and permissions

Paperless Workflows

- Online forms and surveys
- Digital permission slips and signatures

Quote Date: Apr 21, 2026
Quote Valid Until: May 21, 2026

Quote No: Q-11257-R7

Contract Start Date: Apr 1, 2026
Contract End Date: Jun 30, 2029

Kingsport, TN - 4702190
400 Clinchfield ST # 200
Kingsport, TN 37660

Item X10.

Attendance Plus

- Tracks daily, period*, and half-day* attendance data
- Provides tier-based attendance visualization for early identification and monitoring
- Offers mobile and web parent access for attendance visibility
- Supports student intervention workflows with task assignment and follow-up
- Enables attendance communications through digital letters and automated messages
- Includes reporting tools for workflow tracking, exports, and data visibility

Attendance Plus Onboarding

- Coordination between ParentSquare Implementation Team and Points of Contact
- Customization of Attendance Plus account (Tiers, action steps, absence codes)
- Attendance data ingestion and review of data
- 1 custom training session
- Quarterly data reviews with district point of contact to understand usage and impact
 - Digital training opportunities including recurring webinars, digital training modules, and videos
- Access to “Resource Kit” and Best Practice materials to support Launch
- Ongoing help and support for Admins via email, chat, and voice

Quote Date: Apr 21, 2026
Quote Valid Until: May 21, 2026

Quote No: Q-11257-R7

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Item X10.

District Onboarding

- Coordination between ParentSquare Implementation Team and Points of Contact
- Creation & configuration of the ParentSquare site
- Data migration and review of Staff, Student, Parent and Roster data
- Digital training opportunities including recurring webinars, digital training modules, and videos
- Access to “Resource Kit” and Best Practice materials to support Launch
- Ongoing help and support for Admins via email, chat, and voice
- Discovery call with Implementation Manager
- District walkthrough videos w/ Q&A option
- 1 hour of training or CS consultation (Engagement Team)
- Launch check in meeting
- Ongoing engagement with Customer Success Team

Quote Date: Apr 21, 2026
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Item X10.



TO: Board of Education
Dr. Chris Hampton, Superintendent

FROM: David J. Frye, Chief Finance Officer *DSF*
Dr. Andy True, Assistant Superintendent *AT*

DATE: April 28, 2026

SUBJECT: Recommendation for ParentSquare Agreement and Purchase

The administration recommends utilizing The Interlocal Purchasing System (TIPS-USA) cooperative purchasing agreement 230105 with ParentSquare to enter into an agreement to purchase the ParentSquare software for the school system.

Kingsport City Schools benefits from using cooperative purchasing contracts with the confidence we are receiving competitive pricing and knowing the products awarded have already been through the procurement process of the lead agency. Also, utilizing cooperative procurement agreements often leads to increased efficiency by decreasing the amount of time it takes from requisition entry to product receipt.

Kingsport City Schools seeks to purchase and implement ParentSquare as its district-wide communications portal, bringing school, district, and classroom communication into one unified platform. ParentSquare will replace the district's current mass communications provider, addressing four identified priorities: Implementing a unified communication pathway in communicating with families, students, etc.; establishing a secure school/staff-to-parent/student communication method; providing translation of messages to preferred languages; and supporting student attendance efforts and communication.

The proposed agreement with ParentSquare would cover four phases, the implementation process (May - June 2026) and three school years (2026-2027, 2027-2028, 2028-2029). The implementation cost is \$6,000.00, 2026-2027 is \$58,380.00, 2027-2028 is \$62,272.00, and 2028-2029 is \$66,164.00. The total cost of the agreement is \$192,816.00 and will be paid from the General Purpose School Fund.

Item X10.

TIPS VENDOR AGREEMENT
ParentSquare, Inc
TIPS RFP 230105 Technology Solutions, Products, and Services

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and ParentSquare, Inc., a Delaware corporation, its subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

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

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. Vendor Sale Terms are provided here (<https://www.parentsquare.com/agreement/>) to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.
6. **Vendor Identity and Contact Information.** It is Vendor’s sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a’s, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor’s sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor’s contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and

unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

- 7. Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
- 9. Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
- 10. Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
- 11. TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via ACH transfer (pending Vendor's completion and submission of the required ACH paperwork) or check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

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

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

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

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current list pricing for that good or service for any other customer at similar quantities and on similar terms. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR TANGIBLE PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

- 15. Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR’S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR’S CONTACT INFORMATION, VENDOR’S BROCHURES AND COMMERCIAL INFORMATION, VENDOR’S FINANCIAL INFORMATION, VENDOR’S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) (“VENDOR DATA”) TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY’S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR’S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
- 16. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor’s cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
- 17. Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor’s TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor’s goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor’s goods and services, should any arise.
- 18. Limitation of Liability.** In no event will either party be liable under this Agreement for any special, incidental, consequential, exemplary or punitive damages of any kind arising out of or in any way connected with this Agreement or anything otherwise arising from the Agreement, and in no event will either party’s maximum aggregate liability arising from or relating to the Agreement, regardless of the cause of action (whether in contract, tort, breach of warranty, indemnity or otherwise), exceed \$1,000,000.
- 19. Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor’s TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor’s Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov’t Code (the “Public Information Act”) or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor’s proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor’s proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor’s interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor’s acceptance of this TIPS Vendor Agreement

constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

- 20. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.
- 21. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.
- 22. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

23. Termination.

- A) Termination for Convenience. Either party may, by written notice to the other party, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to the other party of such termination, and specifying the effective date thereof.
- B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 24. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 25. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 26. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 27. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 28. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 29. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 30. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 31. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

32. Insurance Requirements. Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate
Automobile Liability: \$300,000 Includes owned, hired & non-owned
Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

33. Waiver. No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

34. Binding Agreement. This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

35. Headings. The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

36. Choice of Law and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

37. Relationship of the Parties. Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

38. Assignment. No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party; provided, however, that Vendor may assign this Agreement in connection with a merger, acquisition, sale of assets or similar change of control transaction involving Vendor without TIPS' consent as long as written notice of the assignment is provided to TIPS. Written consent of TIPS shall not be unreasonably withheld.

39. Minimum Condition and Warranty Requirements for TIPS Sales. All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

40. Minimum Customer Support Requirements for TIPS Sales. Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

41. Minimum Shipping Requirements for TIPS Sales. Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member

as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

- 42. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 43. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 44. Minimum Site Requirements for TIPS Sales (when applicable to TIPS Sale).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 45. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 46. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art, music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property

rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

47. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
48. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
49. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
50. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
51. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
52. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230105 Technology Solutions, Products, and Services

Vendor Name: ParentSquare, Inc.

Vendor Address: 6144 Calle Real, 200A

City: Goleta State: CA Zip Code: 93117

Vendor Authorized Signatory Name: Sash Sreetharan

Vendor Authorized Signatory Title: CFO

Vendor Authorized Signatory Phone: 888.996.4156

Vendor Authorized Signatory Email: sash.sreetharan@parentsquare.com

Vendor Authorized Signature:  Date: 5/19/2023

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

Vendor Authorized Signature:  Date: 05/30/2023



230105

**ParentSquare, Inc.
Supplier Response**

Event Information

Number: 230105

Title: Technology Solutions, Products, and Services

Type: Request for Proposal

Issue Date: 1/5/2023

Deadline: 2/17/2023 03:00 PM (CT)

Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES ("200105"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TECHNOLOGY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200105.

IF YOU HOLD A TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT OTHER THAN 200105 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS

**"TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES"
CONTRACT WILL BE TERMINATED AND REPLACED BY THIS
CONTRACT.**

**IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200105 WHICH COVERS ALL OF
YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED
TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH
CONTRACTS OR REPLACE YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS,
PRODUCTS, AND SERVICES" CONTRACT.**

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

ParentSquare, Inc. Information

Contact: Anupama Vaid
Address: 924 Anacapa Street, Suite #3R
Santa Barbara, CA 93101
Phone: (805) 637-8381
Fax: (805) 456-0342
Toll Free: (888) 496-3168
Email: anupama.vaid@parentsquare.com
Web Address: www.parentsquare.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Sashangar Sreetharan
Signature

sash.sreetharan@parentsquare.com
Email

Submitted at 2/17/2023 12:12:57 PM (CT)

Requested Attachments

Pricing Form 1

230105 Pricing Form 1 - ParentSquare.pdf

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

230105 Pricing Form 2 - ParentSquare.pdf

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement

230105 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

230105 Vendor Agreement Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form

230105 Reference Form.xlsx

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

230105 Required Confidentiality Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9

ParentSquare W-9.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.

These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

ParentSquare Logo.png

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

ParentSquare is the only fully unified product that engages every family with school communications and communications-based services—all the way from the district office to the classroom teacher, and all in one place. Schools know who's not being reached, and have the reports and tools to improve contactability and communications equity while maintaining privacy and security.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Amber Heffner

7 Primary Contact Title

Primary Contact Title

Business Development Manager

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

amber.heffner@parentsquare.com

9 Primary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8884963168

10 Primary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

11 Primary Contact Mobile

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

12 Secondary Contact Name

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Mike Oswalt

13 Secondary Contact Title

Secondary Contact Title

Vice President, Business Development

14 Secondary Contact Email

Please enter a valid email address that will definitely reach the Secondary Contact.

mike.oswalt@parentsquare.com

15 Secondary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8884963168

16 Secondary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

17 Secondary Contact Mobile

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9496271409

18 Administration Fee Contact Name
Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

19 Administration Fee Contact Email
Please enter a valid email address that will definitely reach the Administration Fee Contact.

20 Administration Fee Contact Phone
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

21 Purchase Order and Sales Contact Name
Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

22 Purchase Order and Sales Contact Email
Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

23 Purchase Order and Sales Contact Phone
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

24 Company Website
Company Website (Format - www.company.com)

25 Entity D/B/A's and Assumed Names
You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

26 Primary Address
Primary Address

2 7	Primary Address City
	Primary Address City <input type="text" value="Goleta"/>

2 8	Primary Address State
	Primary Address State (2 Digit Abbreviation) <input type="text" value="CA"/>

2 9	Primary Address Zip
	Primary Address Zip <input type="text" value="93117"/>

3 0	Search Words Identifying Vendor
	Please list all search words and phrases to be included in the TIPS database related to your entity. Do not list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation. <input type="text" value="notification, communication, alert, messaging, parent, school, website, content management system, district, district-wide, engagement, app, portal, platform, charter, rapid, crisis, emergency, software, student information system, constituent"/>

3 1	Certification of Vendor Residency (Required by the State of Texas)
	Does Vendor's parent company or majority owner: (A) have its principal place of business in Texas; or (B) employ at least 500 persons in Texas? Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award. <input type="text" value="No"/>

3 2	Vendor's Principal Place of Business (City)
	In what city is Vendor's principal place of business located? <input type="text" value="Goleta"/>

3 3	Vendor's Principal Place of Business (State)
	In what state is Vendor's principal place of business located? <input type="text" value="California"/>

3 4	Vendor's Years in Business
	How many years has the business submitting this proposal been operating in its current capacity and field of work? <input type="text" value="12"/>

3
5 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

3
6 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

If you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

37 Honoring Vendor's Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

38 Volume and Additional Discounts

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

39 "Catalog Pricing" and Pricing Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

40 EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

41 TIPS Sales Reporting Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

**4
2** **TIPS Administration Fee Requirement and Acknowledgment**

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

**4
3** **TIPS Member Access to Vendor Proposal & Documentation**

This is a requirement of the TIPS Contract and is non-negotiable.

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

**4
4** **Non-Collusive Bidding Certificate**

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

4 **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

5 **This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;

(2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;

(4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

4 **Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**

6 **This is a requirement of the TIPS Contract and is non-negotiable.**

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

4 **Required Confidentiality Claim Form**

7 **This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

**4
8** **Non-Discrimination Statement and Certification**

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

Yes, I certify (Yes)

**4
9** **Limitation of Vendor Indemnification and Similar Clauses**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

Yes, I Agree (Yes)

**5
0** **Alternative Dispute Resolution Limitations**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

**5
1** **No Waiver of TIPS Immunity**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

Yes, Vendor agrees (Yes)

**5
2** **Payment Terms and Funding Out Clause**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

Yes, Vendor agrees (Yes)

**5
3** **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

**5
4** **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

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Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes

**5 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex.
6 Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

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Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

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Felony Conviction Notice - Texas Education Code 44.034

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation."

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

60 Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

61 Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

- (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of our local governmental entity.
- (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

62 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

63 Upload of Current W-9 Required

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

6
5 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

6
6 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

6 **Suspension or Debarment Certification**

7

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

6 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

8

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

69 Certification Regarding "Choice of Law" Terms with TIPS Members

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

70 Certification Regarding "Venue" Terms with TIPS Members

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

71 Certification Regarding "Automatic Renewal" Terms with TIPS Members

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
2 Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
3 Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
4 2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

7 5 2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) **Accepting such funds often requires additional required certifications and responsibilities for Vendor.** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

7 6 2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

7 7 2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

No

7 **2 CFR Part 200 or Federal Provision - Clean Air Act**

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Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

7 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment**

9

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

8 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

8 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

8 2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Item X10.

8 3 2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with these provisions?

8 4 2 CFR Part 200 or Federal Provision - Rights to Inventions

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

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

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

8 2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

6

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

8 2 CFR Part 200 or Federal Provision - Contract Cost & Price

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For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

8 2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

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Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference here.

Does Vendor Certify?

8 2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

9 2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

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2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

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2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

93 **2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

94 **2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations**

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

95 **2 CFR Part 200 or Federal Provision - Record Retention Requirements**

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

96 **2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

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2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

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ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230105 Technology Solutions, Products, and Services	ParentSquare, Inc.	
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TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. All information provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be customers, not affiliates/partners/manufacturers/resellers, etc.



You must provide below at least three (3) references from three different entity customers, preferably government or non-profit customers, that have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Name	Valid Contact Email
Carrollton-Farmers Branch ISD	Cathy Webb, Chief Officer of Data & Technology	webbc@cfbisd.edu
Garden Grove Unified School District	Abby Milone, Public Information Officer	amilone@ggusd.us
MSD of Wayne Township	Pete Just, Chief Technology Officer	pete.just@wayne.k12.in.us

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: ParentSquare, Inc.

Vendor Authorized Signatory Name: Sashangar Sreetharan

Vendor Authorized Signatory Title: Chief Financial Officer

Vendor Authorized Signatory Email: sash.sreetharan@parentsquare.com

Vendor Address: 6144 Calle Real, Suite 200A

City: Goleta State: CA Zip Code: 93117

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor’s proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor’s contact information, Vendor’s brochures and commercial information, Vendor’s financial information, Vendor’s certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, “Vendor Data”) to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor’s submission of a proposal constitutes Vendor’s consent to the disclosure and release of Vendor’s Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor’s proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the “Response Attachments” section of the eBid System entitled “Required Confidentiality Claim Form.” Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

(Confirm each bullet point and sign below)


- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

Authorized Signature: _____ 

Item X10.